



July 15, 2026

Mrs. Marge Govoni, Chair
Town of Windham Planning Board
8 School Road
Windham, ME 04062

**Re: Conditional Use Application ~ 120-531 Kennel, Major &
Amended Site Plan Application
770 Roosevelt Trail, Suite 6
Salty Dog Adventures, LLC. – Applicant**

Dear Mrs. Govoni:

On behalf of our client, Salty Dog Adventures, LLC., DM Roma has prepared the enclosed Conditional Use Application for a doggie daycare at 770 Roosevelt Trail Suite 6, within the Shaw's Plaza and associated Amended Site Plan Application. The property is shown on Town of Windham Tax Assessor's Map #70 as Lot 1A, and is located in the C-1 Commercial Zoning District. Salty Dog Adventures is interested in obtaining conditional use approval for their business to expand their growing business into Windham, and asks the Zoning Board of Appeals to consider approving the conditional use application to allow the use of a Kennel, Major.

The proposed location for Salty Dog Adventures, LLC.'s is currently or recently occupied by Gracie Gym Maine Brazilian Jiu-jitsu. Proposed improvements will primarily involve tenant improvements to the interior of the existing suite and a fenced yard area that will provide approximately 1000 sq ft of outside play area. The proposed improvements will not alter the exterior of the building itself or the site's compliance with the C-1 Zoning Districts dimensional standards, parking, pedestrian access, controlled access street, curb cuts, minimum lot size, new and reconstructed streets, block standards, and or sidewalks. The business does not propose a retail sales area.

Currently the design provides four (4) indoor play areas; play area 1 measuring 639 sf, play area 2 measuring 795 sf, play area 3 measuring 745 sf, and play area 4 measuring 684 sf, for a total indoor play area of 2,863 sf. The indoor play area allows for a capacity of 40 dogs (2863 / 70 sf per dog= 40.9 dogs).

The proposed improvements also include the creation of twenty-three (23) 4'x6' kennels, one (1) 7'x6' kennel. For the purpose of overnight boarding capacity, the kennels will allow for 24 dogs and the four (4) indoor play areas could be utilized to board dogs from the same household with each play area being sufficient in size to provide up to 5 dogs each. Cumulatively the overnight capacity of the facility is calculated to be 44 dogs.

The project will also create a grooming area, but this area is not considered in the indoor daytime care or overnight boarding capacity. Additionally, the proposed interior improvements will include a reception

and waiting room area, an office, an employee breakroom, dog wash area and bathroom. The proposed improvements include sound proofing walls, and sound deadening panels to be installed on the ceiling.

The business expects that their parking demand will be very small compared to the neighboring retail/service businesses in the same building. Salty Dog Adventures intends to operate this facility in a similar fashion to their existing business location in Falmouth. Salty Dog Adventures' typical customer experience when dropping off animals includes curb side drop off and pickup, where an employee meets the customer at the vehicle and takes the leashed dog into the facility, or the customer enters the facility and either brings the leashed dog into the facility and hands the leash to an employee. Salty Dog Adventures, based on experience at their Falmouth facility, indicates that when customers enter the building, they hand the leash to an employee and leave. This interaction on avg. lasts 45 secs to 4 minutes, with pick up interaction lasting slightly longer. Salty Dog Adventures, unlike many other dog care facilities do not limit pickup and drop off hours, therefore parking demand is not concentrated within restricted drop off and pick up hours.

The plaza that includes the unit Salty Dog Adventures intends to occupy, includes Pet Supplies Plus, CVS Pharmacy, Gracie Gym, Staples, and Town Fair Tire with Shaw's Supermarket occupying a separate building within the property. Salty Dog Adventures intends to occupy a space that has been occupied previously by other retail businesses and expects to provide 3-5 staff people during daytime care when at capacity, and 2-5 staff people during overnight care when at capacity; Salty Dog Adventures LLC's policy is to provide staff at a ratio of about 1 staff person to 10 dogs.

Salty Dog Adventures intends to occupy a leased space, which measures 7,138 sf. Based on past retail uses, the ITE manual (LUC 820) indicates that an expected 3.81 trips per 1000 sf GFA would result in twenty-seven (27) PM Weekday peak hour trips. ITE Manual does not have a specific land use code for a dog kennel. Based on per dog basis, with Salty Dog Adventures, is expecting to provide care for a max of 40 dogs during the daytime care, and max of 44 dogs in the evening overnight dog care, we expect about half of those trips to occur during the PM Weekday peak hour, for a total of 8-15 PM Weekday peak hour trips, as well as 8-15 AM Weekday peak hour trips; essentially Salty Dog Adventures LLC expects to generate about half the peak hour trips the prior retail sales uses generated, and comparatively will not require as many parking spaces, and those parking spaces will be utilized for significantly less time compared to prior retail business customers utilization.

Odor control within the facility is addressed through the use an operation of free-standing activated charcoal air filters. The facility is sanitized daily top to bottom, using medical grade cleaning and sanitizing products. Pet waste is collected immediately with solid waste being bagged and collected, and ultimately disposed of with other solid waste (placed in a dumpster). Urine is mopped up and the area sanitized immediately. Dogs in the indoor daytime care program are expected to be outside a minimum of 2 times per day for at least 40 minutes each time.

The State of Maine requires each dog kennel facility be licensed, and that licensing is renewed annually. The State inspects the facility a minimum of 2 times per year as part of that licensing process. Additionally, the lease agreement between Salt Dog Adventures LLC and B33 Windham II, includes allowances for use of an outdoor space, signage, parking and exclusive use and common areas. The lease also includes prohibited uses and exclusives related to landlord's and other tenants' spaces, including discussion on how B33 Windham II LLC justifies that the proposed kennel will not conflict with existing in-place non-compete/exclusive agreements with other tenants of the facility, including the existing retail sales pet store.

Based on ordinance review, specifically Land Use ordinance section 120-516, the following review criteria have been identified and a summary of how the project will satisfy the review criteria follows:

120-516.H.(1) – Property Value: The project proposes utilizing an existing suite within an existing commercial building. The operation of Salty Dog Adventures is not anticipated to be detrimental to neighboring property values.

120-516.H.(2) – Wildlife Habitat: As the project proposes no additional land disturbance the proposed use is not expected to have any impact on wildlife habitat.

120-516.H.(3) – Botanical species: As the project proposes no additional land disturbance the proposed use is not expected to have any impact on any botanical species.

120-516.H.(4) – Potable water: As the project proposes to occupy an existing commercial space with existing water service (public water supply) and existing septic disposal system (private), the proposed use will utilize the existing utility services and is not anticipated to burden the groundwater aquifer or public water supply. PWD has been contacted and in an email dated 5/21/2026 (included with this application) indicated that “existing water infrastructure at this location has the capacity to support this project.” Coordination with PWD will continue with the expectation that the proposed use will not over burden any existing utility facility or cause any potential supply issue.

120-516.H.(5) – Sewage Disposal: As the project proposes to occupy an existing commercial space with existing water service (public water supply) and existing septic disposal system (private), the proposed use will utilize the existing building sewer and existing leach field. The proposed use is not expected to utilize significantly more or less than operations and businesses that the septic disposal system was designed for originally. The proposed use will not utilize the septic system for pet waste and the proposed use will likely use less water and contribute less wastewater than the existing use.

120-516.H.(6) – Traffic: As the project proposes to occupy an existing commercial space there is no proposed improvements to any of the existing plaza’s accessways to Roosevelt Trail, Tandberg Trail, or Manchester Drive.

120-516.H.(7) – Public Safety: The proposed use (Kennel, Major) is not expected to be a burden to public safety.

120-516.H.(8) – Vibration: The proposed use (Kennel, Major) is not expected to generate vibrations.

120-516.H.(9) – Noise: The proposed use (Kennel, Major) is not expected to generate significant noise. The proposed building improvement plan includes the installation of sound deadening ceiling panels and walls constructed with soundproofing to mitigate sound from barking dogs to adjacent suites and outside areas. The outside play area is proposed to be enclosed in a solid panel fence, located in the rear of the building where employee parking and delivery vehicles are the primary users of this area. The outdoor play area will not be used in the evening, night or early morning. Salty Dog Adventures LLC will ensure that operations comply with Chapter 120-812.S for maximum permissible sound pressure level.

120-516.H.(10) – Off street parking and loading: The existing parking and loading within the Shaw’s Plaza is more than adequate to support the proposed use (Kennel, Major). No improvements or changes to access, parking or loading areas are associated with this application.

120-516.H.(11) – Odors: The proposed use (Kennel, Major) is not expected to generate any noxious or odorous matter that will be offensive at the lot boundaries. Salty Dog Adventures LLC operates a similar facility in Falmouth on Route 1 in a commercial plaza, and will utilize the same procedure for collecting, containing and disposing of pet waste. Pet waste and odors are a primary concern to Salty Dog's operation and they expect to not comply with this standard but make sure odors are not offensive for the benefit of attracting customers and maintaining employees.

120-516.H.(12) – Air pollution: The proposed use (Kennel, Major) is not expected to generate any air pollution. No element of Salty Dog's operations at the proposed site will not generate dust, or particulate matter.

120-516.H.(13) – Water Pollution: The proposed use (Kennel, Major) is not expected to discharge any wastewater, stormwater or other discharge that will impact water quality. The existing suite has an existing septic disposal system that will be utilized for bathroom and sink wastewater. Pet waste will be disposed of properly and the proposed use will not discharge any pollutants via stormwater discharge or direct discharge anywhere onsite or offsite.

120-516.H.(14) – Erosion and sediment control: Neither the proposed use (Kennel, Major) nor the installation and construction of the proposed building improvements are expected to create any erosion or potential sedimentation. The proposed building improvements will require minimal land disturbance with the installation of the 1,023 square foot outside play area (which is currently located in an existing paved area) being the only potential area of the site that will have any land disturbance associated with it.

120-516.H.(15) – Hazardous Material: The proposed use (Kennel, Major) is not expected to generate any hazardous material, and as such will not discharge any hazardous materials.

120-516.H.(16) – Zoning district and performance standards: The proposed site is within the C-1 Zoning District, with the proposed use (Kennel, Major) being a conditional use allowed with approval in the C-1 Zone. The proposed use will be located within the existing Shaw's Plaza and the proposed use is not expected to require addressing the dimensional standards of the existing approved site. The project is not proposing any changes to the exterior of the existing building. Since the proposed conditional use is intended to operate within an existing multi-unit commercial building and no improvements to the exterior of the building are proposed, the C-1 Zone District Standards outlined in 120-410.F.1-18 should be adequately addressed through prior Planning Board approvals, as this proposal does not propose any significant alterations to the site and/or overall building dimensions.

120-516.H.(17) – Solid waste management: Salty Dog Adventures LLC operates a similar facility in Falmouth on Route 1 in a commercial plaza, and will utilize the same procedure for collecting, containing and disposing of pet waste.

120-516.H.(18) – Use specific standards: The proposed use (Kennel, Major) is a conditional use and is required to comply with the requirements for that use identified in section 120.531 Kennel, Major of the Land Use ordinance.

The requirements of Land Use ordinance section 120-531 and the proposed use's compliance with those requirements is summarized below:

120-531.A.1 Outdoor areas – requires outdoor areas to be no less than 500 sf, fully enclosed by solid, soundproofed fencing, buffered with permanent plantings, and ground covering shall have an artificial covering with natural sub-base of gravel, pea stone or similar.

The project is proposing an outdoor space of 1,023 sf with trees planted. The outside play area is proposed to be enclosed in a solid panel fence, located in the rear of the building where employee parking and delivery vehicles are the primary users of this area. The outdoor play area will not be used in the evening, night or early morning. The existing pavement will be removed and artificial turf will be installed in compliance with this section.

120-531.A.2 Noise Control – requires all kennels to comply with maximum noise standards established in 120-812. Section 120-821.2.(a) requires all indoor animal areas be fully soundproofed in a manner consistent with industry standards, and 2.(b) requires all animal waste be managed to prevent odors detectable beyond the legal boundaries of the lot.

The proposed use (Kennel, Major) is not expected to generate significant noise. The proposed building improvement plan includes the installation of sound deadening ceiling panels and walls constructed with soundproofing to mitigate sound from barking dogs to adjacent suites and outside areas. The outside play area is proposed to be enclosed in a solid panel fence, located in the rear of the building where employee parking and delivery vehicles are the primary users of this area. The outdoor play area will not be used in the evening, night or early morning. Salty Dog Adventures LLC will ensure that operations comply with Chapter 120-812.S for maximum permissible sound pressure level.

As previously stated, Salty Dog Adventures LLC operates a similar facility in Falmouth on Route 1 in a commercial plaza, and will utilize the same procedure for collecting, containing and disposing of pet waste. Pet waste and odors are a primary concern to Salty Dog's operation and they expect to not only comply with this standard but make sure odors are not offensive for the benefit of attracting customers and maintaining employees.

120-531.A.3 Hours of Operation – allows kennels to be open to the public from 6:30 am to 6:00 pm, with overnight boarding required to observe quiet hours between 6:00 pm and 6:30 am with all animals inside. Salty Dog Adventures intends to provide both daytime and overnight dog care, so there operations will span 24 hours, but the facility will only be open to the public between 6:30 am to 6:00 pm.

120-531.A.4 Overnight boarding capacity – requires a minimum of 4 square feet of indoor floor area for cats, dogs weighing 5 to 60 lbs require not less than 24 square feet per dog, dogs weighing 60 to 150 lbs require not less than 40 square feet per dog, and require dogs from the same household that are housed together require not less than 192 square feet for five (5) or fewer dogs.

The proposed building plan includes a kennel area consisting of one (1) 7'x6' kennel and twenty-three (23) 4'x6' kennels, and four separate indoor play areas consisting of 795 square feet, 639 square feet, 745 square feet, and 684 square feet. The proposed building plan also includes a grooming area with a 4'x4' kennel that will not be utilized for overnight boarding. Salty Dog will operate in compliance with the standards outlined in 120-531.A.4.

120-531.A.5 Indoor daytime care capacity – requires an area no less than 70 square feet of area per dog.

The proposed building plan includes a kennel area consisting of one (1) 7'x6' kennel and twenty-three (23) 4'x6' kennels, and four separate indoor play areas consisting of 795 square feet, 639 square feet, 745 square feet, and 684 square feet. The indoor play areas in total provide 2,863 square feet of area which would allow for a capacity of 40 dogs ($2,863 / 70 \text{ sf per dog} = 40.9$).

120-531.A.6 Record keeping – requires all major kennels to maintain accurate records demonstrating compliance with space and capacity standards and these records shall be available to the Town for inspection upon request.

Salty Dog Adventures LLC will maintain records of all dogs in the indoor care program and/or overnight boarding program including weight to ensure compliance with all standards outlined in 120-531.A.4, A.5 and A.6.

120-531.A.7 Licensing – requires all major kennels to be licensed as required by 7 M.R.S §3932-B.

Salty Dog Adventures LLC will remain in compliance with all State rules and regulations, and will maintain the appropriate licensing to operate in the proposed space.

The requirements of Land Use ordinance section 120-812 and the proposed use's compliance with those requirements is summarized below:

120-812.A Utilization of the site – requires development to reflect natural capabilities of the site to support development.

As this applicant is intending to occupy a suite in an existing commercial plaza, and is not proposing to expand the facility, the proposed kennel use complies with this standard.

120-812.B Vehicular traffic – adequacy of road system

The applicant is intending to occupy a suite in an existing commercial plaza with several existing access ways. The applicant's use is anticipated to generate less vehicular trips in comparison to previous retail uses that occupied the unit, and require less parking. The access ways and parking areas historically provide ample capacity and this use is expected to reduce parking demand and trip generations. Existing access driveway provides connections to Rt. 302 and Rt. 115; with one access drive to Rt. 302, one to Rt. 115 and one to Manchester Drive (ultimately connecting to Rt. 115).

120-812.C Parking and Loading requirements

The existing Shaw's Plaza currently provides 578 parking spaces (based on information from B33 Windham II LLC).

As stated previously, based on past retail uses, the ITE manual (LUC 820) indicates that an expected 3.81 trips per 1000 sf GFA would result in twenty-seven (27) PM Weekday peak hour trips. ITE Manual does not have a specific land use code for a dog kennel. Based on per dog basis, with Salty Dog Adventures, is expecting to provide care for a max of 40 dogs during the daytime care, and max of 44 dogs in the evening overnight dog care, we expect about half of those trips to occur during the PM

Weekday peak hour, for a total of 8-15 PM Weekday peak hour trips, as well as 8-15 AM Weekday peak hour trips; essentially Salty Dog Adventures LLC expects to generate about half the peak hour trips the prior retail sales uses generated, and comparatively will not require as many parking spaces, and those parking spaces will be utilized for significantly less time compared to prior retail business customers utilization.

120-812.D Pedestrian traffic

The existing Shaw's Plaza includes existing sidewalks, and striped cross walks within the existing parking area. No additional sidewalks or pedestrian access is required specifically for Salty Dog Adventure's to occupy and use the leased space.

120-812.E Stormwater management

The existing Shaw's Plaza includes existing stormwater infrastructure including capture, conveyance and stormwater treatment and detention. No additional impervious or developed areas are being proposed, as the proposed improvements associated will not create any additional land disturbance, beyond what was previously disturbed, with this request and there is no additional stormwater impact that needs to be addressed specifically for Salty Dog Adventure's to occupy and use the leased space.

120-812.F Erosion Control

The project does propose very limited land disturbance related to the conversion of existing paved surface to outdoor play area with artificial turf and solid fence enclosure. Sawcut and pavement removal within an existing relatively flat area, such as a road or parking area typically does not require installation of erosion control. After pavement is sawcut, the area within the sawcut is removed via an excavator and placed in a dump truck. This removal processes doesn't typical generate significant sediment, and sediment that ends up on the remaining paved area is generally manually swept, or with significant area of removal a street sweeper may be utilized.

120-812.G Water supply provisions

The existing site is served by public water, and an existing water service is provided to the unit. Based on an email dated 5/21/2026 from PWD, which states "that the existing water infrastructure at this location has the capacity to support the project", we believe the existing water supply infrastructure satisfies this requirement.

120-812.H Sewage Disposal provisions

Currently, the existing site utilizes an existing private subsurface disposal area. The engineered system design was approved by the DEP, and will not require amending to accommodate Salty Dog Adventures intended operations. Furthermore, the entire Shaw's Plaza is expected to be connected to the Town's sewer treatment facility and collection improvements in the near future.

120-812.I Utilities

The existing site and the existing services to the suite Salty Dog Adventures LLC intends to occupy, currently is provided electric, telephone, and data utility services. No new service connections or upgrades are proposed.

120-812.J Groundwater protection

The project does not propose any additional site development, and the proposed use will not adversely impact quantity or quality of ground water. The site utilizes public water and currently discharges wastewater to an existing engineered wastewater system, with plans for near future connection to the Town's new sewer treatment facility.

120-812.K Water Quality protection

The proposed kennel will not store, discharge or permit the discharge of anything into the surface or groundwater that could cause contamination or pollution. The intended use doesn't have a need to and will not store fuel, chemicals, chemical or industrial wastes, or biodegradable raw materials. The existing site has a site location of development (Site Law) permit from the DEP, and includes existing stormwater collection and treatment infrastructure.

120-812.L Hazardous, special and radioactive materials

The proposed kennel will not handle, store or use any materials identified by any Federal, State or local regulations as hazardous, special, and/or radioactive.

120-812.M Shoreland relationship

The proposed kennel is not located in close proximity to any shoreland area and is not expected to impact any water body.

120-812.N Technical and financial capacity

Salty Dog Adventures LLC has engaged DM Roma Consulting Engineers to assist in preparing and processing this Conditional Use and Amended Site Plan applications. The Licensed Professional Engineers at DM Roma have been designing land development projects for over 20 years and have extensive experience with Stormwater Management Design, Roadway and Utility engineering, Site grading, Erosion Control design, Engineering of on-site wastewater disposal systems, and regulatory permitting through local municipalities, the Maine Department of Environmental Protection, the Maine Department of Transportation, US Army Corps of Engineers and other affiliated agencies.

Salty Dog Adventures LLC has also engaged Gawron, Turgeon & Dillon Architects, an architecture, interior design and landscape architecture firm. GTD Architects located in Scarborough, Maine, are licensed in Maine, New Hampshire, Massachusetts, Connecticut, Rhode Island, Illinois and operate in multiple states (from coast to coast!), with a historical focus on New England. GTD Architects has been in operation 1983, and has extensive experience in interior design.

Salty Dog Adventures LLC currently operates a luxury dog day care and overnight facility in Falmouth. Salty Dog Adventures has been leasing the space in Windham since February 2026, and intend to self-finance the build out and improvements of the suite.

120-812.O Solid Waste Management

Solid waste management for the existing facility is disposed of in onsite dumpsters, that are collected by a private trash hauler. No change to solid waste management is proposed with this application.

120-812.P Historic and archaeological resources

The project's use and proposed improvements are not expected cause any impact to historic or archaeological resources, due to the fact that no additional site disturbance is proposed at the existing site.

120-812.Q Floodplain Management

No portion of the site is located within a special flood hazard area. A FEMA Firmette has been included with this letter showing that no flood hazard areas are located within or directly adjacent to the existing site.

120-812.R Exterior lighting

No additional exterior lighting is proposed. The outdoor play area will only be operational during the daytime; the existing exterior lighting within the plaza is not intended or needed to be modified or improved for the proposed kennel use, as existing lighting is adequate.

120-812.S Noise

Salty Dog Adventures LLC is concerned with noise of barking dogs. There facility in Falmouth operates adjacent to other retail, office/professional space, and service providers without any record of complaints. Sound walls and sound deadening panels will provide noise abatement within the interior of the facility and the solid fencing and proposed landscape trees around the outdoor play area, located in the rear (southside) of the building are expected to reduce noise significantly. Salty Dog Adventures is aware of the construction of a residential project currently occurring further to the south, and will ensure noise compliance in accordance with the table in 120-812.S.

120-812.T Storage of materials

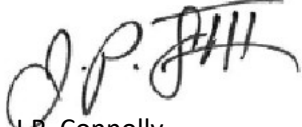
Salty Dog Adventures LLC will not require outside material storage of any sort for the intended use. Existing dumpster locations will be utilized and no additional dumpsters are proposed. The existing facility and the proposed outdoor play area are only to be accessible from the main building entrance along the northside of the existing building. The proposed outdoor play area solid fencing and landscape trees will be maintained in good condition, with no opening large enough for a small child to access. Any opening in the fencing would be an opportunity for a dog to escape so the outdoor space will need to be secure.

In addition, completed applications for Amended Site Plan and Conditional Use, an agent authorization letter, a certificate of good standing for Salty Dog Adventures LLC, an executed lease agreement, email from PWD, FEMA Firmette, proposed building improvement plan, property deed, prior town approved plan, proposed amended site plan showing the extent of the leased space and proposed outdoor play area have been included with this letter. Upon your review of the enclosed documents, please let us know if you have any questions or require any additional information and we look forward to meeting with the

Planning Board in the near future for their consideration of the proposed Salty Dog Adventures facility in Windham Maine.

Sincerely,

DM ROMA CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "J.P. Connolly", with a stylized flourish at the end.

J.P. Connolly

Senior Project Engineer

Cc: Salty Dog Adventures LLC

April 17, 2026

Re: Agent Authorization

Miekal Liberty is a duly authorized member of Salty Dog Adventures, LLC hereby allows DM Roma Consulting Engineers to act as its authorized agent for permits associated with proposed improvements to an existing property at 770 Roosevelt Trail, Windham .

Sincerely,

A handwritten signature in cursive script, appearing to read "Miekal Liberty".

Miekal Liberty



Corporate Name Search

Information Summary

[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: Fri Apr 17 2026 10:33:46. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
SALTY DOG ADVENTURES, LLC	20186218DC	LIMITED LIABILITY COMPANY	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
05/02/2018	N/A	MAINE

Other Names	(A=Assumed ; F=Former)
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NONE

Principal Home Office Address

Physical	Mailing
19 SALTY DOG WAY FALMOUTH, ME 04105	19 SALTY DOG WAY FALMOUTH, ME 04105

Clerk/Registered Agent

Physical	Mailing
PAUL F. DRISCOLL 220 MIDDLE STREET PORTLAND, ME 04101	PAUL F. DRISCOLL P.O. BOX 4600 PORTLAND, ME 04112-4600

New Search

Click on a link to obtain additional information.

List of Filings

[View list of filings](#)

Obtain additional information:

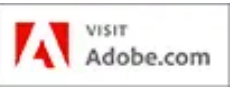
Certificate of Existence (Good Standing) [\(more info\)](#)

[Short Form without amendments \(\\$30.00\)](#) [Long Form with amendments \(\\$30.00\)](#)

Certificate of Legal Existence [\(more info\)](#)

[Short Form without amendments \(\\$30.00\)](#) [Long Form with amendments \(\\$30.00\)](#)

You will need Adobe Acrobat version 3.0 or higher in order to view PDF files. If you encounter problems, visit the [troubleshooting page](#).



If you encounter technical difficulties while using these services, please contact the [Webmaster](#). If you are unable to find the information you need through the resources provided on this web site, please contact the Division of Corporations, UCC & Commissions Reporting and Information Section at 207-624-7752 or [e-mail](#).



CONDITIONAL USE APPLICATION

FEES FOR CONDITONAL USE APPLICAITON REVIEW		APPLICATION FEE:		☒ \$600.00		AMOUNT PAID:		\$ _____ DATE: _____ <i>Office Use:</i> _____ <i>Office Stamp:</i> _____
		REVIEW ESCROW:		☒ \$250.00				
PROPERTY INFORMATION	Parcel ID	Map(s) #	70	Lot(s) #	1a	Current Zoning District(s):		C-1
	Property Size SF:					Requested Zoning District(s):		no change requested
	Physical Address:		770 Roosevelt Trail, Suite 6 Windham Maine, 04062				Watershed:	Presumpscot River
PROPERTY OWNER'S INFORMATION	Name:		B33 WINDHAM II LLC - LEASE ADMINISTRATION			Name of Business:		B33 WINDHAM II LLC
	Phone:					Mailing Address:		601 UNION STREET, SUITE 1115 SEATTLE, WA 98101
	Fax or Cell:							
	Email:		PROP.WINDHAM@BRIDGE33CAPITAL.COM					
APPLICANT'S INFORMATION (IF DIFFERENT FROM OWNER)	Name:		MIEKAL LIBERTY			Name of Business:		SALTY DOG ADVENTURES, LLC
	Phone:					Mailing Address:		27 FAWN WOODS WAY WESTBROOK, ME 04092
	Fax or Cell:							
	Email:		OWNER@SALTYDOGMAINE.COM					
APPLICANT'S AGENT INFORMATION	Name:		J.P. CONNOLLY			Name of Business:		DM ROMA CONSULTING ENGINEERS
	Phone:		207.591.5055			Mailing Address:		PO BOX 1116 WINDHAM, ME 04062
	Fax or Cell:							
	Email:		JP@DMROMA.COM					
PROJECT INFORMATION	Current Use of the Property (Use extra paper, if necessary): 770 Roosevelt Trail is an existing commercial building in the North Windham Shaw's Plaza. Currently, the suite intended to be occupied by the applicant is occupied by Gracie Ju_Jitsu Gym. Site consists of access to Roosevelt Trail, Tandberg Trail and Manchester Dr., parking, and utility services (public water and private septic disposal).							
	Requested Use of the Property (Use extra paper, if necessary): The applicant is seeking conditional approval to operate a Major Kennel per 120-531, which is a conditional use allowed in the C-1 zone.							

CONDITIONAL USE APPLICATION REQUIREMENTS

Section 120-516 of the Land Use Ordinance

The submission shall contain, five (5) copies of the following information, including full plan sets. Along with one (1) electronic version of the entire submission.

The Conditional Use Plan document/map:

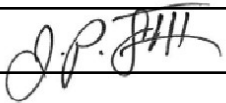
- A) Plan size: 24" X 36"
- B) Plan Scale: No greater 1":100'
- C) Title block: Applicant's name and address
- Name of the preparer of plans with professional information
- Parcel's tax map identification (map and lot) and street address, if available
- Complete application submission deadline: All required submission material must be submitted to the Town of Windham Planning Department three (3) weeks before the desired Planning Board meeting.

- Five copies of the application and plans (The submittal must be in a bound report)
- Application Payment and Review Escrow
- A pre-submission meeting with the Town staff is required.
- Planning Board serves as the Review Authority for all Conditional Use application associated with Minor and Major Site Plan Review applications under [Article 8](#) or Minor of Major Subdivision Review applications under [Article 9](#).
- Contact information:
 Windham Planning Department (207) 894-5960, ext. 2
 Steve Puleo, Town Planner sipuleo@windhammaine.us
 Amanda Lessard, Planning Director allessard@windhammaine.us

APPLICANT/PLANNER'S CHECKLIST

Submission Requirements:	Applicant	Staff
A. Application form and checklist.	☒	☐
B. Evidence of right, title, or interest in the property	☐	☐
C. Payment of application and escrow fees when the application is filed with the Planning Department	☐	☐
D. A detailed written explanation that includes the following information, per Section 120-516		
1. Property Value. The proposed use will not depreciate the economic value of surrounding properties	☒	☐
2. Wildlife Habitat. The proposed use will not depreciate the economic value of surrounding properties	☒	☐
3. Botanical Species. The proposed use will not damage rare or endangered botanical species, per ME Derp. Conservation	☒	☐
4. Potable Water. The proposed use has access potable water or will not burden the public system.	☒	☐
5. Sewage Disposal. The proposed use has adequate capacity.	☒	☐
6. Traffic. The proposed use has adequate sight distance.	☒	☐
7. Public Safety. The proposed use will not overburden police, fire and rescue services.	☒	☐
8. Vibration. The proposed use will not produce inherently and recurrently generated vibrations.	☒	☐
9. Noise. The proposed use shall meet the noise standards in Section 120-812S .	☒	☐
10. Off-Street Parking and Loading. The proposed use meets the parking and loading standards of Section 120-812C .	☒	☐
11. Odors. The proposed use will not emit noxious or odorous matter in such quantities as to be offensive at the lot boundaries	☒	☐
12. Air Pollution. No emission of dust or other form of air pollution is permitted.	☒	☐
13. Water Pollution. No discharge at any point into any private sewage disposal system or stream or into the ground.	☒	☐
14. Erosion and Sediment Control. The proposed use will not cause water pollution, sedimentation, erosion, nor contaminate any water supply.	☒	☐
15. Hazardous Material. No use shall for any period of time discharge across the boundaries of the lot.	☒	☐
16. Zoning District and Performance Standards. The proposed use meets the applicable zoning district standards in Section 120-400 and the applicable performance standards of Section 120-500 . LUO Sec. 120-500 Performance Standards 5 – 11.	☒	☐
17. Solid Waste Management. The proposed use shall provide for adequate disposal of solid wastes.	☒	☐

The undersigned hereby makes an application to the Town of Windham for approval of the proposed project and declares the foregoing to be true and correct to the best of his/her knowledge.



6-2-2026

DATE

J.P. Connolly - DM ROMA ~ as agent

PLEASE TYPE OR PRINT THE NAME



MAJOR SITE PLAN REVIEW APPLICATION

FEES FOR MAJOR SITE PLAN REVIEW		APPLICATION FEE: (No Bldg.) (W/Bldg.: \$25/1,000 SF up to 5,000 SF)		☐ \$1,3000.00 ☐ \$ _____	TOTAL AMOUNT PAID: \$ _____ DATE: _____ <i>Office Use:</i>						
		REVIEW ESCROW: (GFA) 2,000 SF - 5,000 SF = \$2,000 5,000 SF - 15,000 SF = \$3,000 15,000 SF - 35,000 SF = \$4,000 Over 35,000 SF = \$5,000 No Building = \$2,000		☐ \$ _____ ☐ \$ _____ ☐ \$ _____ ☐ \$ _____ ☐ \$ _____ ☐ \$ _____							
☒ Amended Site Plan – (Each Revision)		AMENDED APPLICATION FEE: AMENDED REVIEW ESCROW:		☒ \$350.00 ☒ \$250.00	<i>Office Stamp:</i>						
PROPERTY DESCRIPTION		Parcel Information:	Map(s):	70			Lot(s):	1a	Zoning District(s):	c-1	Size of the Parcel in SF:
		Total Disturbance. >1Ac		☐	Y	☒	N	Estimated Building SF:	173,610 sf (exist)	IF NO BUILDING; Estimated SF of Total Development:	no new land disturbance
		Physical Address:		770 ROOSEVELT TRAIL, SUITE 6 WINDHAM, MAINE 04062				Watershed:	PRESUMPSCOT RIVER		
		PROPERTY OWNER'S INFORMATION		Name:		B33 WINDHAM II LLC - LEASE ADMINISTRATION		Name of the Business:		B33 WINDHAM II LLC	
Phone:						Mailing Address:		601 UNION STREET, SUITE 1115 SEATTLE, WA 98101			
Fax or Cell:											
Email:				PROP. WINDHAM@BRIDGE33CAPITAL.COM							
APPLICANT'S INFORMATION (IF DIFFERENT FROM OWNER)		Name:		MIEKAL LIBERTY		Name of Business:		SALTY DOG ADVENTURES, LLC			
		Phone:				Mailing Address:		27 FAWN WOODS WAY WESTBROOK, ME 04092			
		Fax or Cell:									
		Email:		OWNER@SALTYDOGMAINE.COM							
APPLICANT'S AGENT INFORMATION		Name:		J.P. CONNOLLY		Name of Business:		DM ROMA CONSULTING ENGINEERS			
		Phone:		207.591.5055		Mailing Address:		PO BOX 1116 WINDHAM, ME 04062			
		Fax or Cell:									
		Email:		JP@DMROMA.COM							
PROJECT INFORMATION		Existing Land Use (Use extra paper, if necessary): 770 Roosevelt Trail is an existing commerical building in the North Windham Shaw's Plaza. Currently, the suite intended to be occupied by the applicant is occupied by Grace Ju_Jitsu Gym. Site consists of access to Roosevelt Trail, Tandberg Trail and Manchester Drive, parking and utility services (public water and private septic disposal).									
		Provide a narrative description of the Proposed Project (Use extra paper, if necessary): The applicant is seeking conditional use approval to operate a Major Kennel per 120-531, which is a conditional use allowed in the C-1 Zone.									
		Provide a narrative description of construction constraints (wetlands, shoreland zone, flood plain, non-conformance, etc.): no site constraints, project is only proposing to install an outdoor dog play area in an area currently consisting of paved surfaces.									



MAJOR SITE PLAN REVIEW APPLICATION REQUIREMENTS

Section 120-811 of the Land Use Ordinance

The submission shall contain five (5) copies of the following information, including full plan sets. Along with one (1) electronic version of the entire submission, unless waiver of a submission requirement is granted, and one (1) complete plan set.

The Major Plan document/map: A) Plan size: 24" X 36" B) Plan Scale: No greater 1":100' C) Title block: Applicant's name, project name, and address • Name of the preparer of plans with professional information • Parcel's tax map identification (map and lot) and street address, if available	• Complete application submission deadline: three (3) weeks (21-days) before the desired Planning Board meeting. - Five copies of the application and plans - Application Payment and Review Escrow • A pre-submission meeting with the Town staff is required. • Contact information: Windham Planning Department (207) 894-5960, ext. 2 Steve Puleo, Town Planner sipuleo@windhammaine.us Amanda Lessard, Planning Director allessard@windhammaine.us
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APPLICANT/PLANNER'S CHECKLIST FOR MAJOR SITE PLAN REVIEW

<u>SUBMITTALS THAT THE TOWN PLANNER DEEMS SUFFICIENTLY LACKING IN CONTENT WILL NOT BE SCHEDULED FOR PLANNING BOARD REVIEW.</u> <i>The following checklist includes items generally required for development by the Town of Windham's LAND USE ORDINANCE, Sections 120-811, 120-812, 120-813 & 120-814. Due to projects specifics, the applicant is required to provide a complete and accurate set of plans, reports, and supporting documentation (as listed in the checklist below).</i>	<u>IT IS THE RESPONSIBILITY OF THE APPLICANT TO PRESENT A CLEAR UNDERSTANDING OF THE PROJECT.</u>
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Column #1.			Column #2.		
1. Final Plan -Major Site Plan: Submission Requirements	Applicant	Staff	Plan Requirements – Existing Conditions (Continued):	Applicant	Staff
A. Completed Major Site Plan Application form	☒	☐	vii. Zoning classification(s), including overlay and/or subdistricts, of the property and the location of zoning district boundaries if the property is located in 2 or more districts or abuts a different district	☐	☐
B. Evidence of Payment of application & escrow fees	☐	☐	viii. Bearings and lengths of all property lines of the property to be developed, and the stamp of the surveyor that performed the survey	☐	☐
C. Written information – submitted in a bounded and tabbed report			ix. Existing topography of the site at 2-foot contour intervals.	☐	☐
1. A narrative describing the proposed use or activity.	☒	☐	x. Location and size of any existing sewer and water mains, culverts and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property and on abutting streets or land that may serve the development.	☒	☐
2. Name, address, & phone number of record owner, and applicant if different (see Agent Autorotation form).	☒	☐	xi. Location, names, and present widths of existing public and/or private streets and rights-of-way within or adjacent to the proposed development.	☒	☐
3. Names and addresses of all abutting property owners	☐	☐	xii. Location, dimensions, and ground floor elevation of all existing buildings.	☒	☐
4. Documentation demonstrating right, title, or interest in the property	☒	☐	xiii. Location and dimensions of existing driveways, parking and loading areas, walkways, and sidewalks on or adjacent to the site.	☒	☐
5. Copies of existing proposed covenants or deed restrictions.	☒	☐	xiv. Location of intersecting roads or driveways within 200 feet of the site.	☒	☐
6. Copies of existing or proposed easements on the property.	☐	☐	xv. Location of the following		
7. Name, registration number, and seal of the licensed professional who prepared the plan, if applicable.	☒	☐	a. Open drainage courses	☐	☐
8. Evidence of applicant's technical capability to carry out the project.	☒	☐	b. Wetlands	☐	☐
			c. Stone walls	☐	☐
9. Assessment of the adequacy of any existing sewer and water mains, culverts and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property.	☒	☐	d. Graveyards	☐	☐



Continued from Column #1. (Page 2)			Continued from Column #2. (Page 2)		
10. Estimated demands for water and sewage disposal.	☐	☐	e. Fences	☒	☐
			f. Stands of trees or treeline, and	☒	☐
			g. Other important or unique natural areas and site features, including but not limited to, floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and animals, unique natural communities and natural areas, sand and gravel aquifers, and historic and/or archaeological resources.	☐	☐
11. Provisions for handling all solid wastes, including hazardous and special wastes.	☒	☐	xvi. Direction of existing surface water drainage across the site	☒	☐
12. Detail sheets of proposed light fixtures.	☐	☐	xvii. Location, front view, dimensions, & lighting of existing signs.	☐	☐
13. Listing of proposed trees or shrubs to be used for landscaping	☒	☐			
14. Estimate weekday AM and PM and Saturday peak hours and daily traffic to be generated by the project.	☒	☐	xviii. Location & dimensions of existing easements that encumber or benefit the site.	☐	☐
15. Description of important or unique natural areas and site features, including floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and	☐	☐	xix. Location of the nearest fire hydrant, dry hydrant, or other water supply.	☐	☐
16. If the project requires a stormwater permit from MaineDEP or if the Planning Board or if the Staff Review Committee determines that such information is required, submit the following.			E. Plan Requirements - Proposed Development Activity		
			i. Location and dimensions of all provisions for water supply and wastewater disposal, and evidence of their adequacy for the proposed use, including soils test pit data if on-site sewage disposal is proposed	☒	☐
a. stormwater calculations.	☐	☐	ii. Grading plan showing the proposed topography of the site at 2-foot contour intervals	☐	☐
b. erosion and sedimentation control measures.	☐	☐	iii. The direction of proposed surface water drainage across the site and from the site, with an assessment of impacts on downstream properties.	☐	☐
c. water quality and/or phosphorous export management provisions.	☐	☐	iv. Location and proposed screening of any on-site collection or storage facilities	☐	☐
17. If public water or sewerage will be utilized, provide a statement from the utility district regarding the adequacy of water supply in terms of quantity and pressure for both domestic and fire flows, and the capacity of the sewer system to accommodate additional wastewater.	☒	☐	v. Location, dimensions, and materials to be used in the construction of proposed driveways, parking, and loading areas, and walkways, and any changes in traffic flow onto or off-site	☒	☐
18. Financial Capacity			vi. Proposed landscaping and buffering	☒	☐
i. Estimated costs of development and itemize estimated major expenses.	☐	☐	vii. Location, dimensions, and ground floor elevation of all buildings or expansions	☒	☐
ii. Financing (submit one of the following)			viii. Location, front view, materials, and dimensions of proposed signs together with a method for securing sign	☐	☐
a. Letter of commitment to fund	☐	☐	ix. Location and type of exterior lighting. Photometric plan to demonstrate the coverage area of all lighting may be required by the Planning Board.	☐	☐
b. Self-financing	☒	☐	x. Location of all utilities, including fire protection systems	☒	☐
1. Annual corporate report	☐	☐	xi. Approval block: Provide space on the plan drawing for the following words, "Approved: Town of Windham Planning Board" along with space for signatures and date	☒	☐
2. Bank Statement	☐	☐	2. Major Final Site Plan Requirements as Exhibits to the Application		
c. Other			a. Narrative and/or plan describing how the proposed development plan relates to the sketch plan.	☒	☐
1. Cash equity commitment of 20% of the total cost of development	☐	☐	b. Stormwater drainage and erosion control program shows:		
2. Financial plan for remaining financing.	☐	☐	1. The existing and proposed method of handling stormwater runoff	☒	☐



Continued from Column #1. (Page 3)			Continued from Column #2. (Page 3)		
3. Letter from institution indicating intent to finance.	☐	☐	2. The direction of the flow of the runoff, through the use of arrows and a description of the type of flow (e.g., sheet flow, concentrated flow, etc.)	☐	☐
iii. If a registered corporation a Certificate of Good Standing from:			3. Location, elevation, and size of all catch basins, dry wells, drainage ditches, swales, retention basins, and storm sewers	☐	☐
- Secretary of State, or	☒	☐	4. Engineering calculations were used to determine drainage requirements based on the 25-year, 24-hour storm frequency.	☐	☐
- the statement signed by a corporate officer	☐	☐	5. Methods of minimizing erosion and controlling sedimentation during and after construction.	☐	☐
19. Technical Capacity (address both).			c. A groundwater impact analysis prepared by a groundwater hydrologist for projects involving on-site water supply or sewage disposal facilities with a capacity of 2,000 gallons or more per day	☐	☐
i. Prior experience relating to developments in the Town.	☒	☐	d. Name, registration number, and seal of the Maine Licensed Professional Architect, Engineer, Surveyor, Landscape Architect, and/or similar professional who prepared the plan.	☒	☐
ii. Personnel resumes or documents showing experience and qualification of development designers	☒	☐	e. A utility plan showing, in addition to provisions for water supply and wastewater disposal, the location and nature of electrical, telephone, cable TV, and any other utility services to be installed on the site.	☐	☐
D. Plan Requirements – Existing Conditions			f. A planting schedule keyed to the site plan indicating the general varieties and sizes of trees, shrubs, and other vegetation to be planted on the site, as well as information of provisions that will be made to retain and protect existing trees, shrubs, and other vegetation.	☒	☐
i. Location Map adequate to locate project within the municipality	☒	☐	g. Digital transfer of any site plan data to the town (GIS format)	☒	☐
ii. Vicinity Plan. Drawn to a scale of not over 400 feet to the inch, and showing area within 250 feet of the property line, and shall show the following:	☒	☐			
a. Approximate location of all property lines and acreage of the parcel(s).	☒	☐			
b. Locations, widths, and names of existing, filed, or proposed streets, easements, or building footprints.	☒	☐			
c. Location and designations of any public spaces.	☒	☐	h. A traffic impact study if the project expansion will generate 50 or more trips during the AM or PM peak hour, or if required by the Planning Board)	☐	☐
d. Outline of the proposed site plan, together with its street system and an indication of the future probable street system of the remaining portion of the tract.	☒	☐			
iii. North Arrow identifying Grid North; Magnetic North with the declination between Grid and Magnetic; and whether Magnetic or Grid bearings were used.	☒	☐			
iv. Location of all required building setbacks, yards, and buffers.	☐	☐			
v. Boundaries of all contiguous property under the total or partial control of the owner or applicant.	☒	☐			
vi. Tax map and lot number of the parcel(s) on which the project is located	☒	☐			
			PDF\Electronic Submission.	☒	☐

The undersigned hereby makes an application to the Town of Windham for approval of the proposed project and declares the foregoing to be true and accurate to the best of his/her knowledge.

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APPLICANT OR AGENT'S SIGNATURE

DATE

PLEASE TYPE OR PRINT NAME

MAINE REAL ESTATE TAX-Paid

SHORT FORM QUITCLAIM DEED WITH COVENANTDLN: D1002140150655

SP WINDHAM OWNER LLC, a Delaware limited liability company, having an office at c/o Acadia Realty Trust, 411 Theodore Fremd Avenue, Suite 300, Rye, New York 10580 (the "Grantor"), FOR CONSIDERATION PAID, grants to B33 WINDHAM II LLC, a Delaware limited liability company, having an office at 9330 W. Sahara Avenue, Suite 270, Las Vegas, Nevada 89117 (the "Grantee"), with QUITCLAIM COVENANT, certain real property, together with any improvements thereon, situated in the City of Windham, County of Cumberland and State of Maine, more particularly described on Exhibit A attached hereto and made a part hereof.

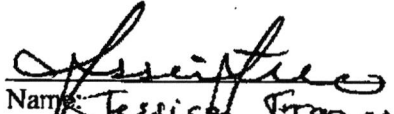
IN WITNESS WHEREOF, Jason Blacksberg has caused this instrument to be executed as the Senior Vice President of SP WINDHAM OWNER LLC, a Delaware limited liability company, thereunto duly authorized, this 18th day of June, 2021.

FIRST AMERICAN TITLE

1000533ME3

ACTIVE 57578202

WITNESS:


Name: Jessica Franco

SP WINDHAM OWNER LLC,
a Delaware limited liability company

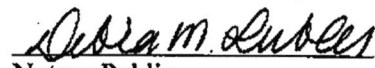
By: 
Name: Jason Blacksberg
Title: Senior Vice President

State of New York
County of Westchester, ss.

June 10, 2021

PERSONALLY APPEARED the above-named Jason Blacksberg, Senior Vice President of SP WINDHAM OWNER LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,


Notary Public
Print Name: Debra M. Leibler
Commission Expires: 4/20/22

DEBRA M. LEIBLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LE6005994
Qualified in Dutchess County
My Commission Expires April 20, 2022

EXHIBIT A

Real property in the ^{Town}~~City~~ of Windham, County of Cumberland, State of Maine, described as follows:

Parcel I:

A certain lot or parcel of land with improvements thereon, situated westerly of the Bridgton Road, otherwise known as Route 302 in North Windham Village, Town of Windham, County of Cumberland, and State of Maine, more particularly bounded and described as follows:

Beginning at an iron stake on the westerly side of Route 302 at the northeasterly corner of land now or formerly of Maine Gas and Appliances, Inc.; thence by said land of Maine Gas and Appliances, Inc., South $85^{\circ} 35' 30''$ West a distance of 322.69 feet to a monument; thence by said Maine Gas and Appliances, Inc. and other land now or formerly of Horace P. Hawkes, Jr., South $10^{\circ} 37' 45''$ East a distance of 259.91 feet to an iron stake at land now or formerly of Deering Associates; thence by land of said Deering Associates, and land of Shaw's Realty Co., formerly owned by Lawrence Hutchinson, Robert A. Smith and C. Harlan Chaplin, South $88^{\circ} 46' 45''$ West a distance of 1,021.84 feet to a split stone in the northwesterly corner of said Chaplin land; thence South $09^{\circ} 24' 30''$ East by Chaplin land a distance of 39.87 feet to a point and other land of Shaw's Realty Co, formerly of Maine Savings Bank, and being described as Parcel II herein; thence South $84^{\circ} 28'$ West by said other land of Shaw's Realty Co. a distance of 72.96 feet to a point and land now or formerly of Ida Taylor; thence North $15^{\circ} 01' 30''$ West by said Ida Taylor land and land now or formerly of David Taylor a distance of 398.51 feet to a monument and land now or formerly of Donald L. Rich and Janet L. Rich; thence on the following courses and distances by said Rich land and by other land of Shaw's Realty Co. described as Parcel III herein: North $79^{\circ} 53'$ East a distance of 505.61 feet to a monument; thence North $79^{\circ} 40' 30''$ East a distance of 244.23 feet to a monument; thence North $79^{\circ} 49' 45''$ East a distance of 654.86 feet to a monument on the westerly line of said Route 302; thence South $16^{\circ} 20'$ East a distance of 296.39 feet, more or less, to an iron stake at the point of beginning.

Excepting and reserving there from so much of the above-described premises as may have been conveyed to Elizabeth A. Hansen by deed dated April 4, 1977 and recorded in the Cumberland County Registry of Deeds in Book 3998, Page 78.

Further excepting and reserving a certain lot or parcel of land bounded and described as follows: Beginning at a monument on the westerly side of Route 302 at the northeasterly corner of the first described parcel herein, and being southeasterly corner of land now or formerly of Donald L. Rich and Janet L. Rich; thence South $79^{\circ} 49' 45''$ West along said Rich land a distance of 227.27 feet, more or less, to an iron; thence South $10^{\circ} 10' 15''$ East a distance of 173.74 feet, more or less, to an iron; thence North $85^{\circ} 35' 30''$ East a distance of 250 feet, more or less, to an iron on the westerly sideline of said Route 302; thence North $16^{\circ} 20'$ West, along the sideline of said Route 302, a distance of 200 feet, more or less, to the point of beginning.

Parcel II:

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

Beginning at the corner formed by the intersection of the northerly side of the road leading from the Village of North Windham to Standish (also known as Maine Route 35) and the northeasterly side of a town road known as Basin Road; thence in a northerly direction by said Basin Road a distance of 547.45 feet, more or less, to a point and the corner of land formerly known as the Mains Estate in the line of said Basin Road, more recently owned by Ida Taylor, et al.; thence North 84° 28' East along the line of said Taylor land and other land of Shaw's Realty Co. described in Parcel I herein a distance of 356.28 feet, more or less, to land formerly of C. Harlan Chaplin; thence South 9° 24' 30" East by said Chaplin land a distance of 421 feet, more or less, to a stone monument at the northwesterly corner of the lot of land conveyed by Leroy B. Nason to Orin P. Chaffin by deed dated August 13, 1919, and recorded in said Registry of Deeds in Book 755, Page 75; thence North 80° 35' 30" East a distance of 16.5 feet to an iron stake marking the northeasterly corner of said lot of land conveyed by Leroy B. Nason to Orin P. Chaffin as aforesaid; thence South 9° 24' 30" East by land now or formerly of said Chaplin a distance of 151.16 feet, more or less, to an iron set in the line of said road leading from the Village of North Windham to Standish; thence North 88° 6' 30" East by said road a distance of 373.02 feet, more or less, to the point of beginning.

Excepting and reserving there from so much of the above-described premises as may have been conveyed to Elizabeth A. Hansen by Deed dated April 4, 1977 and recorded in the Cumberland County Registry of Deeds in Book 3998, Page 78.

Further excepting and reserving a certain lot or parcel of land more particularly described in a Deed from Shaw's Realty Co. to The Howland Corporation dated February 27, 1987 and recorded in the Cumberland County Registry of Deeds in Book 7664, Page 246, and corrected and rerecorded in a Deed dated July 31, 1987 and recorded in said Registry of Deeds in Book 7995, Page 319.

Parcel III:

Also a certain lot or parcel of land with improvements thereon situated on the westerly side of but not adjacent to Route 302 in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point marked by an iron pipe on the common property line between land now or formerly of Donald L. Rich (see Book 3039, Page 437) and McDonald's Corporation (see Book 3193, Page 881); said point of beginning being distant 465.38 feet on a bearing of South 78° 04' 30" West as measured along said common property line from the westerly side line of Route 302;

Thence from said point of beginning South 11° 54' East across land now or formerly of Donald L. Rich a distance of 131.24 feet to a point marked by an iron pipe; thence North 88° 46' 45" East across land now or formerly of Donald L. Rich a distance of 170.22 feet to a point marked by an iron pipe and land conveyed to George C. Shaw Company by deed of Maine Savings Bank dated September 27, 1978 and recorded in the Cumberland County Registry of Deeds in Book 4311, Page 186, which parcel is described as Parcel I herein; thence South 79° 49' 45" West along said Parcel I a distance of 343.24 feet to a monument; thence South 79° 40' 30" West along

said Parcel I a distance of 244.23 feet to a monument; thence South 79° 53' West along said Parcel I a distance of 347.78 feet to an iron pipe on the centerline of an easement of Portland Pipe Line Corporation, 100.00 feet in width; thence North 2° 11' West along said easement centerline a distance of 136.89 feet to an iron pipe and land now or formerly of Lawrence V. Manchester; thence North 78° 06' East along land now or formerly of Lawrence V. Manchester a distance of 604.46 feet to a monument and land of said McDonald's Corporation; thence North 78° 04' 30" East along land of said McDonald's Corporation a distance of 140.00 feet to the point of beginning.

Excepting and reserving from the foregoing Parcels I, II and III all land taken by the State of Maine as set forth in a Notice of Layout and Taking dated April 30, 1986 and recorded in the Cumberland County Registry of Deeds in Book 7175, Page 195; and in a Notice of Layout and Taking dated September 13, 1994 and recorded in said Registry of Deeds in Book 11639, Page 317.

Further excepting and reserving from the foregoing parcels I, II and a certain lot or parcel of land more particularly described in a deed from Shaw's Realty Co. to the Town of Windham dated November 20, 1995 and recorded in the Cumberland County Registry of Deeds in Book 12331, Page 88, as shown on a plan entitled Reliever Road, Route 35, North Windham, Maine, by William J. Doucet, P.L.S. 2263, dated June 7, 1995, and revised through November 10, 1995 and recorded in the Cumberland County Registry of Deeds in Plan Book 196, Page 17.

Parcel IV:

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

Commencing at a point on the northerly side of Route 35 at the southwesterly corner of land now or formerly of Harry L. Mains (Deed reference 1800, Page 352) as shown on a Plan of Land for J & L Associates by Owen Haskell, Inc. dated June 3, 1987, as revised through January 10, 1989; thence North 09° 25' 05" West along Mains land a distance of 160 feet to an iron rod; thence North 88° 06' 20" East along Mains land a distance of 151.50 feet to an iron rod; thence South 09° 25' 05" East a distance of 8.00 feet; thence North 88° 06' 20" East along land now or formerly of Everett Bent (Deed reference 2952, Page 342) a distance of 122.00 feet to an iron; thence South 09° 25' 05" East a distance of 152.03 feet to the northerly side of Route 35; thence along the northerly site of Route 35 North 88° 06' 55" East a distance of 309.52 feet to land now or formerly of Standby Corp. III and Deering Associates Trust; thence North 09° 40' 30" West along said land now or formerly of Standby Corp. III and Deering Associates Trust a distance of 598.63 feet to other land of Shaw's Realty Co. described as Parcel I herein; thence South 88° 46' 45" West along said Parcel I a distance of 968.00 feet; thence South 09° 25' 05" East along said Parcel I and other land of Shaw's Realty Co. described as Parcel II herein a distance of 460.77 feet; thence North 80° 34' 55" East along said Parcel II a distance of 16.50 feet; thence South 09° 25' 05" East along said Parcel II a distance of 134.02 feet to the northerly side of Route 35; thence North 88° 15' 00" East a distance of 154.53 feet along the northerly side of Route 35; thence South 09° 25' 05" East a distance of 16.67 feet along the northerly side of Route 35; thence North 88° 06' 20" East along the northerly side of Route 35 a distance of 215 feet to the point of beginning.

Excepting and reserving from Parcel IV all land taken by the State of Maine as set forth in a Notice of Layout and Taking dated April 30, 1986 and recorded in the Cumberland County Registry of Deeds in Book 7175, Page 195.

Further excepting and reserving from Parcel IV a certain lot or parcel of land more particularly described in a Deed from Shaw's Realty Co. to the Town of Windham dated November 20, 1995 and recorded in the Cumberland County Registry of Deeds in Book 12331, Page 88, as shown on a plan entitled Reliever Road, Route 35, North Windham, Maine, by William J. Doucet, P.L.S. 2263, dated June 7, 1995, and revised through November 10, 1995 and recorded in the Cumberland County Registry of Deeds in Plan Book 196, Page 17.

Parcel V:

A certain lot or parcel of land situated northerly of Route 35 and westerly of Route 302, but not adjacent thereto, in the Town of Windham, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at an iron pipe found set in the ground at the northeasterly corner of land now or formerly of Don Rich Oil Company (Deed reference 7185-268); thence South 02° 01' 00" East along land of Shaw's Realty Co. (deed reference 43 85-166) a distance of 65.63 feet to a point; thence North 09° 43' 25" West across land of Don Rich Oil Company a distance of 64.73 feet to land now or formerly of Manchester Properties, Inc.; thence North 78° 06' 00" East along land now or formerly of Manchester Properties, Inc, a distance of 8.62 feet to the point of beginning.

The real property conveyed in this Deed is SUBJECT TO the rights, easements, covenants, restrictions, encumbrances, terms and conditions set forth in the instruments listed on **Exhibit B** attached hereto and made a part hereof.

For Grantor's source of title, see deed from WP WINDHAM ASSOCIATES, LLC to SP WINDHAM OWNER LLC dated June 30, 2017 and recorded at Cumberland County Registry of Deeds in Book 34148, Page 323.

EXHIBIT B
EXCEPTIONS

1. Taxes and assessments for the fiscal year 2021-2022 and subsequent years, a lien not yet due or payable.
2. Rights of tenants under the leases shown on the rent roll delivered by Grantor to Grantee concurrently herewith.
3. Easements, liens or encumbrances or claims thereof, arising by reason of Grantee's acts or omissions.
4.
 - a. Rights and easements granted to Portland Pipe Line Company by Morris Taylor in an instrument dated July 30, 1941 and recorded in Book 1646, Page 149;
 - b. and re-recorded in Book 1646, Page 298;
 - c. as affected by an Agreement between George C. Shaw Company and Portland Pipe Line Corporation dated June 13, 1978 and recorded in Book 4314, Page 195;
 - d. as affected by Agreement and Consent between Shaw's Realty Co., Portland Pipe Corporation and Analytical Services, Inc. dated March 9, 1987 and recorded in Book 8137, Page 276 (Note: Shaw's Realty Co. later acquired the interest of Analytical Services, Inc. in the affected property).
5.
 - a. Rights and easements grated to Portland Pipe line Company by George C. Edes and Mabel E. Edes in an instrument dated September 22, 1943 and recorded in Book 1727, Page 151;
 - b. as affected by an Agreement between George C. Shaw Company and Portland Pipe Line Corporation dated October 24, 1978 and recorded in Book 4335, Page 138.
6. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by C. Harlan Chaplin and Lottie M. Chaplin in an instrument dated November 17, 1971 and recorded in Book 3211, Page 575.
7. Terms and conditions of rights and easements as set forth in a Deed from Maine Savings Bank to George C. Shaw Company dated September 27, 1978 and recorded in Book 4311, Page 186.
8. Terms and conditions of a Right of First Refusal Agreement between Maine Savings Bank and George C. Shaw Company dated September 27, 1978 and recorded in Book 4311, Page 193.
9. Terms and conditions of rights and easements as set forth in a Deed from Donald L. Rich to George C. Shaw Company dated October 23, 1978 and recorded in Book 4326, Page 308. (Affects Parcel III)
10. Restrictions, covenants and conditions affecting rights and easements as set forth in an Agreement between Donald L. Rich and George C. Shaw Company dated October 23, 1978 and recorded in Book 4326, Page 336. (Affects Parcels I and III)
11. Rights and easements granted to Central Maine Power Company by George C. Shaw Company in an instrument dated November 20, 1978 and recorded in Book 4371, Page 163. (Affects Parcel I)
12. Terms and conditions in a Department of Environmental Site Location Order for Shaw's Realty Co. affecting Shaw's Plaza dated January 30, 1979 and recorded in Book 4381, Page 328.

13. Rights and easements granted to New England Telephone and Telegraph Company by George C. Shaw Co. in an instrument dated June 25, 1979 and recorded in Book 4458, Page 335. (Affects Parcel I)
14. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by Shaw's Realty Co. in an instrument dated December 18, 1979 and recorded in Book 4548, Page 344. (Affects Parcel I)
15. Taking for purposes of Land, drainage and grading rights described in Notice of Layout and Taking by The State of Maine Department of Transportation for State Highway "113" (State Route #35) dated April 30, 1986 and recorded in Book 7175, Page 195; as affected by that certain Supplemental Notice of Taking dated December 2, 1986 and recorded in Book 7532, Page 337.
16. Terms, conditions, rights and easements (other than the appurtenant rights and easements insured herein) set forth in a Cross Easement Agreement between McDonald's Corporation and Shaw's Realty Co. dated May 5, 1986 and recorded in Book 7623, Page 206. (Affects Parcels I and III); as affected by an Amendment to Cross Easement Agreement between Maine Bank & Trust Company, Shaw's Realty Co., and McDonald's Corporation dated July 20, 1995 and recorded in Book 12055, Page 227. (Affects Parcels I and III)
17. Terms and conditions affecting rights and easements in a 50 foot wide strip reserved by Shaw's Realty Co., in a Deed The Howland Corporation dated February 27, 1987 and recorded in Book 7664, Page 246; as corrected and re-recorded in Deed July 31, 1987 and recorded in Book 7995, Page 319.
18. Covenants and agreements set forth in an Agreement and Deed of Easement between Shaw's Realty Co. and the Inhabitants of the Town of Windham dated March 11, 1987 and recorded in Book 8137, Page 273.
19. Terms and conditions and rights and easements as set forth in an Agreement and Deed of Easements between Shaw's Realty Co., and the Inhabitants of the Town of Windham dated June 27, 1985 and recorded in Book 8595, Page 30.

Note: This agreement refers to a 20-foot wide easement granted to Shaw's Realty Co. by Harold K. and Anne V. Lowell, which easement does not appear of record at the Cumberland County Registry of Deeds.

20. Terms and conditions and rights and easements as set for in a Deed to Standby Corp. III from J & L Associates, dated February 13, 1989 and recorded in Book 8696, Page 151.
21. Taking for purposes of grading rights as set forth in that certain Notice of Layout and Taking by The State of Maine Department of Transportation for State Highways "113" (State Route #35) and "14" (State Route #302) dated September 13, 1994 and recorded in Book 11639, Page 317.
22. Terms, conditions, rights and easements (other than the appurtenant rights and easements insured herein) set forth in a Mutual Grant of Easements for Vehicular and Pedestrian Access between W/S North Windham Properties Limited Partnership and Shaw's Realty Co. dated August 18, 1994 and recorded in Book 11696, Page 141. (Affects Parcels I and III)

23. Terms, conditions, rights and easements (other than the appurtenant rights and easements insured herein) set forth in a Deed from Shaw's Realty Co. to the Town of Windham dated November 20, 1995 and recorded in Book 12331, Page 88.
24. Rights and easements granted to C M P Natural Gas, LLC by Shaw's Realty Co. in an instrument dated August 23, 1999 and recorded in Book 15043, Page 311.
25. Terms, conditions, restrictions, dedications, easements, conveyances, Right of Ways, Boundary Lines, and Lot Lines shown on a plan entitled Relieve Road, Route 35, North Windham, Maine, by William J. Doucet, P.L.S. 2263, dated June 7, 1995, and revised through November 10, 1995 and recorded in Plan Book 196, Page 17. (Affects Parcel IV)
26. Terms, conditions, restrictions, dedications, easements, conveyances, encroachments, Right of Ways, Boundary Lines, and Lot Lines shown on a plan entitled Commercial Subdivision, route 35, North Windham, Maine, William J. Doucet, P.L.S. 2263, dated June 7, 1995, and revised through November 21, 1995 and recorded In Plan Book 196, Page 18. (Affects Parcel IV)
27. Terms and provisions of a Lease by and between California State Teachers' Retirement System, Landlord, and Shaw's Supermarkets, Inc., as Tenant, a Memorandum and Notice of which is dated as of June 1, 2000 and recorded on June 5, 2000 in Book 15511, Page 338.
28. Terms and provisions of a Lease by and between California State Teachers' Retirement System, Landlord, and Staples The Office Superstore East, Inc., as Tenant, a Memorandum of which is dated as of June 12, 2001 and recorded on July 3, 2001 in Book 16485, Page 92.
29. Terms, conditions, rights and easements (other than the appurtenant rights and easements insured herein) as set forth in that certain Easement Agreement, dated as of April 2, 2002, by and between California State Teachers' Retirement System, as Grantor, and Gorham Savings Bank, as Grantee, recorded on April 2, 2002 in Book 17490, Page 269.
30. Rights, easements, restrictions, terms and conditions as described in that certain Easement, dated as of December 9, 2002, by California State Teachers' Retirement System, as Grantor, and Maine Natural Gas Corporation, as grantee, recorded on December 30, 2002 in Book 18623, Page 164.
31. State of Maine Department of Environmental Protection Transfer Order dated August 16, 2011 and recorded in the Cumberland County Registry of Deeds in Book 28930, Page 24.
32. Notice of Layout and Taking by the State of Maine Department of Transportation against SP Windham Owner LLC, et al dated February 19, 2020 and recorded in the Cumberland County Registry of Deeds in Book 36541, Page 345.

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT (this “**Assignment**”) is made and entered into as of the ____ day of June, 2021, by and between B33 Maine Assets LLC, a Delaware limited liability company (“**Assignor**”) and B33 Windham II LLC, a Delaware limited liability company (“**Windham Assignee**”); B33 Bangor II LLC, a Delaware limited liability company (“**Airport Mall Assignee**”); B33 Waterville II LLC, a Delaware limited liability company (“**Waterville Assignee**”); and B33 Wells Plaza II LLC, a Delaware limited liability company (“**Wells Plaza Assignee**,” collectively with Windham Assignee, Airport Mall Assignee, and Waterville Assignee, the “**Assignees**” and individually, as applicable, “**Assignee**”).

Assignor is the Purchaser under that certain Purchase and Sale Agreement dated effective April 2, 2021 (the “**Purchase Agreement**”) between Assignor and Airport Mall Owner LLC, a Delaware limited liability company; SP Waterville Owner LLC, a Delaware limited liability company; SP Windham Owner LLC, a Delaware limited liability company; and Wells Plaza Owner LLC, a Delaware limited liability company, with respect to the real properties described in **Exhibit A-1, Exhibit A-2, Exhibit A-3** and **Exhibit A-4** to the Purchase Agreement (collectively, the “**Property**”). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Assignor hereby assigns, transfers and conveys (i) to Airport Mall Assignee all of Assignor’s right, title, and interest in and to the Purchase Agreement related to the Airport Mall Property; (ii) to Waterville Assignee all of Assignor’s right, title, and interest in and to the Purchase Agreement related to the Waterville Property; (iii) to Windham Assignee all of Assignor’s right, title, and interest in and to the Purchase Agreement related to the Windham Property; and (iv) to Wells Plaza Assignee all of Assignor’s right, title, and interest in and to the Purchase Agreement related to the Wells Property (collectively, the “**Assigned Rights**”).

The Assigned Rights include, without limitation, Assignor’s right, title and interest in and to any earnest money deposited by Purchaser pursuant to the Purchase Agreement. Assignees hereby assume the Purchase Agreement, and assume and agree to keep, observe, and perform, duly and punctually, all of the terms, covenants, provisions, and conditions of the Purchase Agreement, each with respect to the portion of the Property for which it has been assigned, transferred and conveyed Assignor’s right, title, and interest under the Purchase Agreement. Notwithstanding anything to the contrary in this Assignment, Assignor acknowledges and agrees that this Assignment will not relieve Assignor of its obligations under the Purchase Agreement, and Assignor shall remain bound jointly and severally with Assignees for the performance of all obligations under the Purchase Agreement.

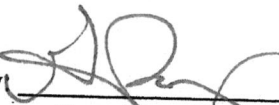
The parties warrant and represent to each other and to Seller that this Assignment and any documents executed in connection herewith were, to the extent applicable, executed by an officer of such party who was duly authorized to do so, and that this Assignment and any documents executed in connection therewith constitute the legal, valid and binding obligations of such party, enforceable against such party in accordance with their terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignees have executed this Assignment of Purchase and Sale Agreement, effective as of the date first above written.

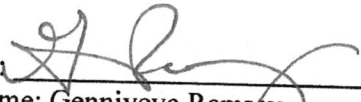
ASSIGNOR:

B33 MAINE ASSETS LLC,
a Delaware limited liability company

By: 
Name: Genniveve Ramsey
Title: Authorized Person

WINDHAM ASSIGNEE:

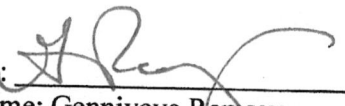
B33 WINDHAM II LLC,
a Delaware limited liability company

By: 
Name: Genniveve Ramsey
Title: Authorized Person
AIRPORT MALL ASSIGNEE:

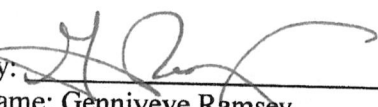
B33 BANGOR II LLC,
a Delaware limited liability company

By: 
Name: Genniveve Ramsey
Title: Authorized Person
WATERVILLE ASSIGNEE:

B33 WATERVILLE II LLC,
a Delaware limited liability company

By: 
Name: Genniveve Ramsey
Title: Authorized Person
WELLS PLAZA ASSIGNEE:

B33 WELLS PLAZA II LLC,
a Delaware limited liability company

By: 
Name: Genniveve Ramsey
Title: Authorized Person

From: [AMaP MEANS](#)
To: jp@dmroma.com
Subject: RE: 770 Roosevelt Trail Suite 6 (Shaw's Plaza) ~ request for ability to serve
Date: Thursday, May 21, 2026 4:06:49 PM
Attachments: [Phone_223ae454-93d7-49cd-a6ff-c6b3f6771a32.png](#)
[Envelope_01e51944-8e48-4eab-9cd3-85f555862fe6.png](#)
[Web_f9738a30-9efc-4f48-8727-bc60554c3569.png](#)
[PWDlogoCMYK_finalhorzwaveandtagline_805ff89e-b71e-453e-9acc-ec30c963a648.png](#)
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[Linedin_3a2597ae-b197-4488-b0b0-8b9f3d581365.png](#)
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[infinal_1140dcc2-7e8d-4df5-a2c8-5bff0d470c8c.png](#)

Good afternoon J.P,

Based on the information provided, the existing 8-inch domestic service with 6-inch meter should be able to handle the water demand at the site. If you experience any water supply or pressure issues please contact PWD to increase the water service / meter size to the building. Please use this email as your official response that the existing water infrastructure at this location has the capacity to support this project.

Best,

Kathryn Rodriguez
MEANS Group
Main Extensions and New Services
Portland Water District
225 Douglass Street
Portland, ME 04104-3553
P:(207)774-5961 Ext. 3199
F:(207)761-8307
MEANS@pwd.org

AMAP MEANS



means@pwd.org

<https://www.pwd.org/>



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 Please consider the environment before printing this email

From: jp@dmroma.com <jp@dmroma.com>

Sent: Wednesday, May 20, 2026 2:05 PM

To: AMaP MEANS <means@pwd.org>

Subject: 770 Roosevelt Trail Suite 6 (Shaw's Plaza) ~ request for ability to serve

Good afternoon;

Our client Salty Dog Adventures, LLC is proposing a doggie daycare at 770 Roosevelt Trail, Suite 6, Windham and I was hoping to coordinate PWD on providing me with a letter indicating that PWD would be willing to continue to provide water service. The building has existing water service and private waste water disposal. I have included a floor plan for the proposed improvements. Currently Gracie Gym Maine Jiu-Jitsu operates in Suite 6.

Please let me know what I can provide to assist with this request. Thank you for your consideration and assistance.

J.P. Connolly

Senior Project Engineer



Mailing Address:

P.O. Box 1116
Windham, ME 04062

O: (207) 591-5055

C: (760) 840-0997

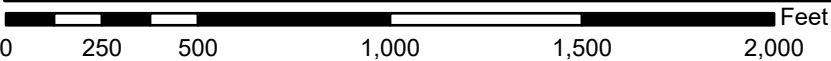
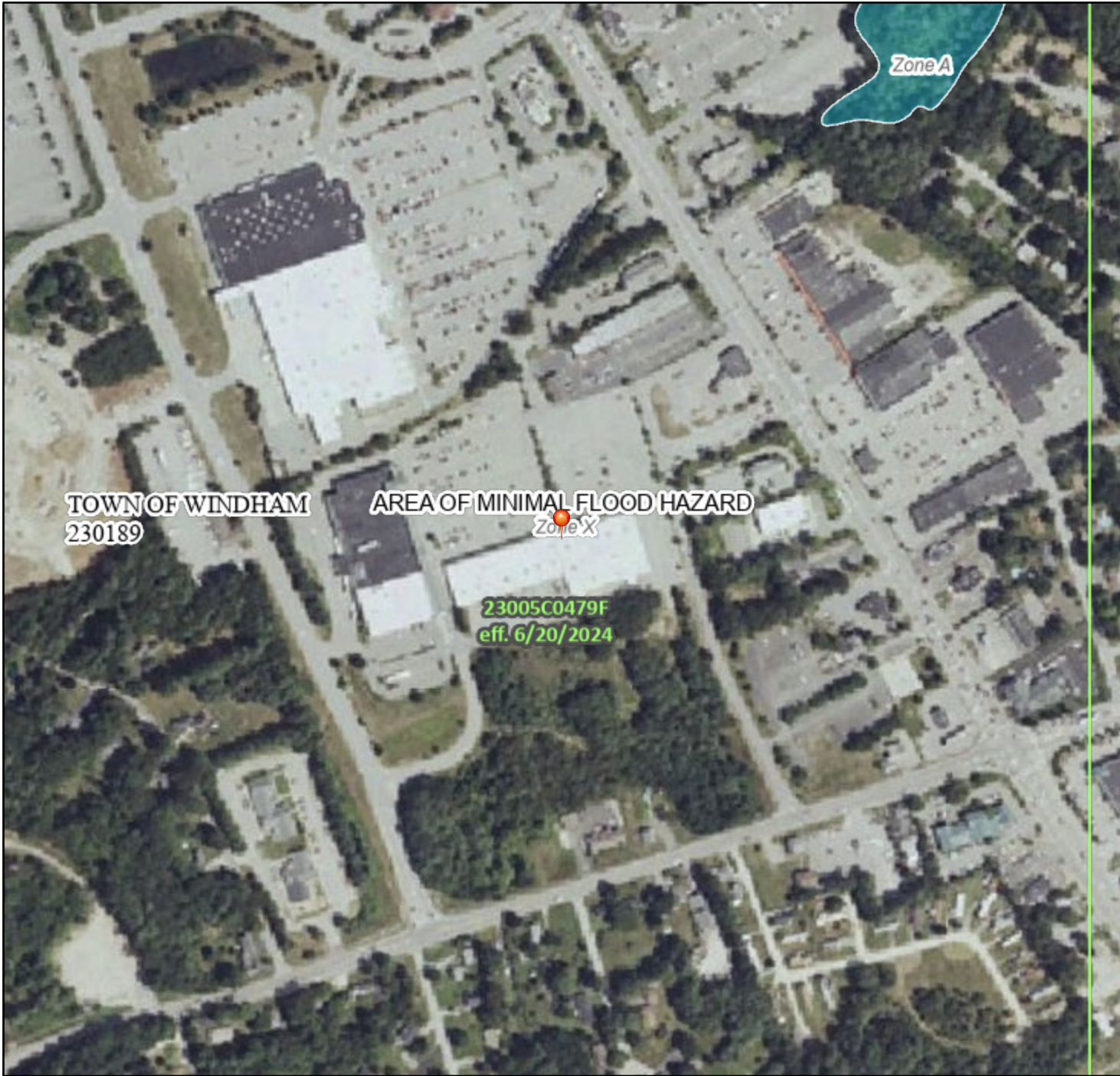
Office Location:

850 Main Street
Westbrook, ME 04092

National Flood Hazard Layer FIRMette



70°26'51"W 43°50'21"N



1:6,000

70°26'14"W 43°49'55"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/14/2026 at 9:19 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

SHAW'S PLAZA WINDHAM

SHOPPING CENTER LEASE

NORTH WINDHAM, ME

LANDLORD:

**B33 WINDHAM II LLC,
a DELAWARE LIMITED LIABILITY COMPANY**

TENANT:

**SALTY DOG ADVENTURES, LLC,
a MAINE LIMITED LIABILITY COMPANY**

SHOPPING CENTER LEASE

This Shopping Center Lease (“**Lease**”) is made and entered into as of _____ (“**Effective Date**”) by and between **B33 WINDHAM II LLC**, a Delaware limited liability company (“**Landlord**”), and **SALTY DOG ADVENTURES, LLC**, a Maine limited liability company (“**Tenant**”).

AGREEMENT:

1. **Basic Lease Provisions and Summary**

1.1. **Exhibits and Attachments.** The following exhibits and attachments are incorporated into and made a part of this Lease: **Exhibit A** (Site Plan), **Exhibit B** (Work Letter), **Exhibit B-1** (Contractor’s Affidavit), **Exhibit C** (Landlord’s Rules and Regulations), **Exhibit D** (ACH Authorization), **Exhibit E** (Existing Exclusives and Use Restrictions), **Exhibit F** (Form Rent Commencement Date Agreement), **Exhibit G** (Signage Criteria), **Exhibit H** (Pylon Sign Exhibit), **Exhibit I** (Outdoor Area) and **Attachment 1** (Guaranty)

1.2. **“Shopping Center”** shall mean the shopping center located at North Windham, ME, commonly known as Shaw's Plaza Windham, together with all buildings and improvements constructed or to be constructed thereon.

1.3. **“Rentable Square Footage of the Shopping Center”** is deemed to be 124,172 Rentable Square Feet as of the Effective Date.

1.4. **“Premises”** shall mean the area shown on **Exhibit A** to this Lease, which is currently identified as Suite(s) 06.

1.5. **“Rentable Square Footage of the Premises”** is deemed to be 7,138 Rentable Square Feet as of the Effective Date.

1.6. **“Base Rent”** (as defined in Section 5) for the Initial Term (as defined in Section 1.11) and for the Extension Terms (as defined in Section 4.2) shall be payable as follows, in accordance with Section 5:

Initial Term:

Lease Year	Base Rent Per SF	Annual Base Rent	Monthly Base Rent
Month 1-12			
Month 13-24			
Month 25-36			
Month 37-48			
Month 49-60			
Month 61-72			
Month 73-84			
Month 85-96			
Month 97-108			
Month 109-120			

Extension Term(s):

First Extension Term

Lease Year	Base Rent Per SF	Annual Base Rent	Monthly Base Rent
Month 1-12			
Month 13-24			

Month 25-36				3
Month 37-48				
Month 49-60				

Second Extension Term

Lease Year	Base Rent Per SF	Annual Base Rent	Monthly Base Rent
Month 61-72			
Month 73-84			
Month 85-96			
Month 97-108			
Month 109-120			

1.7. **INTENTIONALLY OMITTED**

1.8. **INTENTIONALLY OMITTED**

1.9. **“Tenant’s Share”**: Tenant’s Share is calculated for each Uncontrollable Operating Expense, the numerator of which shall be the number of Rentable Square Footage of the Premises, and the denominator of which shall be the Rentable Square Footage of the portion of the Shopping Center required to contribute to the payment of such Uncontrollable Operating Expense. Tenant agrees that because certain Uncontrollable Operating Expenses, including, but not limited to, real estate taxes, are allocated separately to different portions of the Shopping Center, Tenant’s Share of such Uncontrollable Operating Expense may vary.

1.10. **“Additional Rent”** means Uncontrollable Operating Expenses and Fixed Operating Expenses as defined in Section 8.2, all sales and use taxes that are due or levied on the Rent paid under this Lease, and all other sums that may become due and payable by Tenant under this Lease exclusive of Base Rent.

1.11. **“Term”** of this Lease shall mean the period commencing on the Effective Date of this Lease (**“Commencement Date”**) and continuing through and including the Expiration Date (**“Initial Term”**). Tenant’s obligation for the payment of Base Rent and Additional Rent shall commence upon the earlier to occur of (i) the date Tenant opens for business in the Premises or (ii) one hundred eighty (180) days after the Delivery Date (**“Rent Commencement Date”**). The Term of the Lease shall expire, unless terminated earlier in accordance with the terms and conditions set forth in this Lease, upon the last day of the month that is **one hundred twenty (120)** full months following the Rent Commencement Date (**“Expiration Date”**). The Term shall also include any Extension Terms properly exercised in accordance with Section 4.2 below. Following the determination of the Rent Commencement Date, Tenant and Landlord shall complete the Rent Commencement Date Agreement in the form attached hereto as **Exhibit F**.

1.12. **“Allowance”** means an amount that is equal to the lesser of [REDACTED] per Rentable Square Foot of the Premises or the actual cost of Tenant’s Work completed in accordance with **Exhibit B**.

1.13. **“Security Deposit”** \$[REDACTED], as more fully described in Section 6, due and payable upon Tenant’s execution of this Lease. For the avoidance of doubt, notwithstanding Tenant’s execution of this Lease, this Lease shall be of no force or effect until Landlord receives the Security Deposit in full.

1.14. **“Guarantor(s)”** means Miekal Liberty, individually. Concurrent with Tenant’s execution and delivery of this Lease, Tenant shall cause each Guarantor, if any, to execute and deliver a guaranty in favor of Landlord in the form attached as **Attachment 1**.

1.15. **“Broker(s)”**: The Boulos Company (**“Landlord’s Broker”**) and Colliers (**“Tenant’s Broker”**).

1.16. **“Permitted Use”** means that the Premises may be used solely to provide dog daycare, dog boarding, full-service grooming services limited to dogs that are checked in and registered for full-day daycare or overnight boarding, and dog training services, and for no other use or purpose. For the avoidance of doubt, Tenant shall not engage in any retail sales, offer dog self-wash, offer walk-in full-service grooming services, or engage the services of more than two (2) groomers at any time at the Premises and shall not reclassify employees, independent contractors, or service providers in order to circumvent this limitation.

1.17. **“Notice Addresses”**

Landlord:

B33 WINDHAM II LLC
601 Union Street, Suite 1115
Seattle, WA 98101
Attn: Lease Administration

And with a courtesy copy by email to: prop.windham@bridge33capital.com

Tenant:

SALTY DOG ADVENTURES, LLC
27 Fawn Woods Way
Westbrook, ME 04092 Attn: Miekal Liberty

And with a courtesy copy by email to: owner@saltydogmaine.com

1.18. **“Rent”** means Base Rent and Additional Rent.

1.19. **“Tenant’s Work”** means the improvements to the Premises to be completed by Tenant, in accordance with the terms and conditions contained in **Exhibit B**.

1.20. **“Tenant’s Trade Name”** means Salty Dog.

1.21. **“Rentable Square Feet”** means the area computed by measurements of the ground floor (and any additional basement, floor, or mezzanine) made to and from the center of demising walls and the outside of exterior walls, excluding any decorative facade, fascia, architectural treatment, overhang, or other non-occupiable extensions of a building. At any time during the Term, Landlord may remeasure the Premises and/or Shopping Center in accordance with then current BOMA standards. If the re-measurement results in a different Rentable Square Footage of either the Shopping Center or the Premises than as set forth in this Lease, the parties shall promptly execute an amendment to this Lease setting forth the actual Rentable Square Footage of the Premises and/or Shopping Center and adjusting any amounts in this Lease which are calculated based on the Rentable Square Footage of the Premises or the Shopping Center, if any.

2. **Lease Grant**. Subject to the terms and conditions contained herein, the Premises are hereby leased to Tenant from Landlord, together with the non-exclusive right to use any portions of the Shopping Center, to the extent provided by Landlord, that are designated by Landlord for the common use of tenants and others (**“Common Areas”**) subject, however, to such rules and regulations for the use of such Common Areas as may be reasonably prescribed from time to time by Landlord.

3. **Acceptance of Premises**. Upon the date Landlord delivers possession of the Premises to Tenant (**“Delivery Date”**), which Delivery Date shall be on or about May 1, 2026, Tenant shall accept the Premises in “As-Is” “Where-Is” condition, with all faults. Landlord is not required to make any improvements or repairs to the Premises. Neither Landlord nor any party on behalf of Landlord, has made any warranties or representations as to the condition or repair of the Premises or Shopping Center, or its suitability for Tenant’s Permitted Use. The cost of any corrections or modifications to the Premises that may be required under any applicable laws is the obligation of Tenant at Tenant’s

sole cost and expense. By taking voluntary possession of the Premises and commencing Tenant's Work in and to the Premises, Tenant shall be deemed to waive any and all right Tenant may have to terminate the Lease prior to the Rent Commencement Date. Tenant shall perform all work necessary for Tenant's use of the Premises ("**Tenant's Work**") as described on **Exhibit B** attached hereto. Landlord shall have the right to review and approve all construction plans and specifications prior to construction. Tenant shall be responsible for any permitting required by Tenant's Work and shall be responsible for any fees due or associated with Tenant's Work. Landlord shall not be liable for a failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by another party; provided, however, Landlord shall use commercially reasonable efforts to obtain possession of any such space. In such event, the Rent Commencement Date for the Premises shall be postponed until the date Landlord delivers possession of such space to Tenant free from occupancy by any party.

3.1. The Premises is subject to a restrictive covenant for the benefit of Pet Supplies Plus and Staples (the "**Restricting Tenants**"), which use restriction would affect Tenant's Permitted Use. As such, Landlord has commenced negotiations with the Restricting Tenants to waive the use restriction and allow Tenant's Permitted Use ("**Use Waivers**"). Notwithstanding anything herein, the parties hereby agree that this Lease is contingent upon Landlord obtaining the Use Waivers from the Restricting Tenants within sixty (60) days of the Effective Date (the "**Waiver Contingency Period**"). If Landlord fails to obtain the Use Waivers prior to the expiration of the Waiver Contingency Period, Landlord may elect to either (i) extend the Waiver Contingency Period by thirty (30) days by written notice to Tenant prior to the expiration of the Waiver Contingency Period, or (ii) terminate this Lease by written notice to Tenant. If the Waiver Contingency Period has expired and Landlord is unable to obtain the Use Waivers on or prior to the expiration of the Waiver Contingency Period, as may be extended, either party hereto may terminate this Lease by providing written notice thereof, whereupon this Lease shall be null and void and of no force or effect. Provided, however, written notice of such termination must be provided to Landlord prior to the Delivery Date or Landlord otherwise confirming its receipt of the Use Waivers to Tenant.

4. **Term.**

4.1. Promptly following the Rent Commencement Date, Landlord and Tenant shall execute and deliver a commencement and expiration date memorandum in the form attached as **Exhibit F ("Rent Commencement Date Agreement")**. Tenant's failure to execute and return the Rent Commencement Date Agreement, or to provide written objection to the contents of the Rent Commencement Date Agreement, within ten (10) days after Landlord's delivery of a completed Rent Commencement Date Agreement shall be deemed an approval by Tenant of the contents thereof. For the purposes of this Lease, the term "**Lease Year**" shall mean a fiscal year of twelve (12) consecutive full calendar months, provided that the first Lease Year shall be the period commencing on the Rent Commencement Date and ending on the last day of the twelfth (12th) full calendar month following the Rent Commencement Date.

4.2. **Renewal.** Provided the Extension Conditions (defined below) are met, Tenant shall have **two (2)** option(s) to consecutively extend the Term for **sixty (60)** months each (individually, an "**Extension Term**" or, collectively, "**Extension Terms**"), commencing at midnight on the date on which the preceding term terminates. The Base Rent rates in any Extension Term, and for every year of any such Extension Term, shall increase by **three percent (3%)** over the immediately preceding year's Base Rent. Tenant must give Landlord notice of its intention to extend the Term no later than **three hundred sixty-five (365)** days prior to the expiration of the preceding term, and a failure to so notify Landlord will cause all rights to extend the Term to automatically terminate. Any exercise of an option to extend the Term is conditioned upon the following (collectively, the "**Extension Conditions**"): (A) the original Tenant or its permitted assignee is in possession of the Premises and has not previously assigned this Lease or sublet any part of the Premises at the time of commencement of any Extension Term, except for any permitted Transfers pursuant to Section 25.3 or as otherwise approved by Landlord as part of a Transfer pursuant to Section 25.1; (B) Tenant has continuously operated throughout the Term for the Permitted Use, except for Permitted Closures; (C) no event of default by Tenant under this Lease shall exist either at the time Tenant exercises an option or at the commencement date of such Extension Term; and (D) Tenant is in good financial condition in Landlord's reasonable judgment as evidenced by Tenant's most recent (less than 1 year old) certified financial statement. All of the terms, provisions, covenants, conditions, and obligations of this Lease pertaining to the Term, shall automatically apply to each Extension Term.

5. **Rent.** Base Rent and Additional Rent are due on or before the first day of each succeeding calendar month during the Term, provided that if the Rent Commencement Date is a date other than the first day of a calendar month, Rent will be prorated for the first month on a per diem basis. Tenant shall pay Rent without notice or demand, and without any setoff, counterclaim, abatement, suspension, deduction or defense whatsoever. Tenant shall pay Rent to Landlord via transfer by Automated Clearing House Debit ("ACH") initiated by Tenant from an account at a U.S. bank in the name of Tenant to Landlord's account. Specifically, upon Lease execution, Tenant shall contact its bank to set up a monthly recurring ACH payment authorization and provide the Landlord ACH or Wire Transfer Instructions in the form of **Exhibit D**. Tenant shall continue to pay all Rent by ACH unless otherwise directed by Landlord. Notwithstanding the foregoing, Tenant acknowledges and agrees that Tenant must pay all sales taxes, if any, due on the rent paid under this Lease (and any subsequent increases thereto) concurrently with Tenant's payment of Rent.

5.1. **Late Payment.** If any installment of Rent is not paid within five (5) days of when due, Tenant shall also pay to Landlord, as Additional Rent a late charge equal to ten percent (10%) of the amount of such overdue payment for the purpose of defraying Landlord's administrative expenses. All unpaid amounts owed to Landlord shall accrue two percent (2%) interest per month (or if less, the highest percentage permitted by applicable law) and will be compounded monthly. If Landlord receives from Tenant any checks for which there is non-sufficient funds, Tenant shall pay to Landlord the sum of One Hundred and 00/100 Dollars (\$100.00) for each dishonored check. If Tenant fails in any two (2) consecutive months or any two (2) months during the same calendar year to make payments of Rent within ten (10) days after the date due, Landlord may require that Tenant pay all future Rent payments on or before the due date by cashier's check or money order. Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the oldest obligation due from Tenant hereunder, then to any current Rent then due hereunder, notwithstanding any statement to the contrary contained on or accompanying any such payment from Tenant. Rent for any partial month during the Term shall be prorated. No endorsement or statement on a check or letter accompanying payment shall be considered an accord and satisfaction. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.

6. **Security Deposit.** The Security Deposit shall be delivered to Landlord upon the execution of this Lease by Tenant and held by Landlord without liability for interest, as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent or a measure of damages. Landlord may from time to time and without prejudice to any other remedy provided in this Lease or by law, use all or a portion of the Security Deposit to the extent necessary to satisfy past due Rent or to satisfy any other loss or damage resulting from Tenant's breach under this Lease and Landlord shall provide Tenant with a written statement itemizing how the Security Deposit is applied to such past due Rent or other loss or damage. If Landlord uses any portion of the Security Deposit, Tenant, within ten (10) days after written demand, shall restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within forty-five (45) days after the later to occur of: (a) determination of the final Rent due from Tenant; or (b) the later to occur of the Expiration Date or the date Tenant surrenders the Premises to Landlord in compliance with **Section 30**, together with a written statement itemizing the reasons for the retention of any portion of the Security Deposit. Landlord may assign the Security Deposit to a successor and, following the assignment, Landlord shall have no further liability for the return of the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts. To the fullest extent permitted by law, Tenant hereby waives any and all applicable statutory requirements with respect to the Security Deposit, including with respect to how it is held, when it is returned or interest due thereon, and agrees that any such matters shall be subject solely to the express provisions of this Lease.

7. **Sales Reporting.** Tenant shall submit to Landlord on or before the 45th day following the end of each calendar year, and the 45th day following the end of the Term a written statement signed by Tenant, certified by it to be true and correct, and showing in reasonably accurate detail and satisfactory in scope to Landlord the amount of Gross Receipts during the preceding calendar year, or partial calendar year, as applicable (the "**Annual Statement**"). If requested by Landlord, Tenant shall provide an Annual Statement that is duly certified by an independent certified public accountant of recognized standing, which certification must be satisfactory to Landlord in scope and substance. Tenant hereby agrees that failure to deliver any Monthly Statement or Annual Statement will be an automatic default under this Lease, and in addition to Landlord's other rights and remedies, Tenant shall pay to Landlord \$250.00 for each month that Tenant is delinquent in delivering to Landlord any Annual Statement. "**Gross Receipts**" means any and all receipts and revenues from all business conducted at, upon or from the Premises by Tenant, all subtenants, licensees, concessionaires and assignees and all others, whether evidenced by cash, check, credit, charge account, exchange or otherwise, and shall include, but not be limited to, amounts received from the sale of any goods or other

merchandise whatsoever, for services performed on the Premises or elsewhere at the Shopping Center, from vending or other machines, and from orders of goods, merchandise, or services taken at the Premises (whether such orders are filled from the Premises or elsewhere) and including online sales redeemed at the Premises. Gross Receipts will not include: (i) the amount of any sales or other tax imposed by any governmental authority directly on sales and collected from customers if such amount is paid by Tenant to such governmental authority; (ii) transfers of merchandise or goods between different stores of Tenant; (iii) returns to shippers or manufacturers; (iv) cash or credit refunds to customers on transactions otherwise included in Gross Receipts; (v) sales of fixtures, machinery and equipment after use thereof in the conduct of Tenant's business in the Premises (except where Tenant is in the business of selling such fixtures, machinery or equipment); and (vi) sales at a discount to Tenant's employees, not to exceed 2% of Gross Receipts per year. No income or other tax or other item of expense whatsoever may be deducted from the amount of Gross Receipts. Each charge or sale upon installment or credit will be treated as a sale for the full price in the month during which such charge or sale is made, irrespective of the time when Tenant receives payment (whether full or partial) therefor.

8. **Common Area: Operating Expenses.**

8.1. The "**Common Area**" means and includes all areas within the Shopping Center and any other areas reasonably determined by Landlord to specifically serve the Shopping Center, including without limitation parking areas, driveways, landscaping, loading areas, sidewalks, benches, garbage enclosures, and drainage areas. Tenant, and its employees and customers, have the non-exclusive right to use the Common Area in common with Landlord, other tenants or occupants of the Shopping Center and other persons permitted by Landlord, subject to such reasonable rules and regulations relating to such use as Landlord may from time to time establish. Landlord is responsible for the operation, management, and maintenance of the Common Area, the manner of maintenance and the expenditures therefor to be in the sole discretion of Landlord. Landlord has and hereby reserves the right at its sole discretion, at any time and from time to time during the Term, to (i) re-designate, modify, alter, expand, reduce and to change the Common Area, including, without limitation, the area, level, location and arrangement of all parking areas and driveways; and (ii) exclude from the Common Area such building areas and related areas as Landlord may designate. Tenant acknowledges that **LANDLORD MAKES AND HAS MADE NO REPRESENTATION OR WARRANTY THAT LANDLORD WILL PROVIDE OR CONTINUE TO PROVIDE SECURITY SERVICES.**

8.2. Each month during the Term commencing on the **Rent Commencement Date**, Tenant shall pay to Landlord an amount equal to 1/12th of Tenant's Fixed Operating Expenses (defined below) and Tenant's Share of Landlord's then current estimate of Uncontrollable Operating Expenses for such calendar year, which estimate Landlord may change from time to time upon notice to Tenant. "**Uncontrollable Operating Expenses**" means real estate taxes, Landlord's insurance, utilities, snow and ice removal, storm debris removal, security services (if any), those items affected by labor costs (such as janitorial services, in the event of an increase in the legal minimum wage or a general increase in the wage level in the metropolitan area in which the Shopping Center is located) and an administrative fee equal to fifteen percent (15%) of Tenant's Share of Uncontrollable Operating Expenses (exclusive of real estate taxes and Landlord's insurance). "**Fixed Operating Expenses**" means a monthly fixed charge to cover the expenses Landlord pays in connection with the ownership, operation, repair, and maintenance of the Shopping Center (but excluding the Uncontrollable Operating Expenses). Tenant's Fixed Operating Expenses shall initially be at the fixed annual rate of \$2.59 per Rentable Square Foot of the Premises and shall increase each subsequent year on **January 1** by 3%. Prior to the commencement of any Extension Period, at Landlord's option and sole discretion, Landlord may adjust and reset Tenant's fixed annual rate and annual increases for Tenant's Fixed Operating Expenses. If any tenants in the Shopping Center pay their real estate taxes directly to any taxing authority, or carry their own insurance, or maintain part of the Common Area at their own expense, or pay for their own utility (including garbage) expenses, their square footage shall be excluded for purposes of calculating Uncontrollable Operating Expenses.

8.3. **Statement of Expenses.** Within one hundred twenty (120) days after the expiration of each calendar year, Landlord shall send Tenant a statement that sets forth: (i) the total amount of Uncontrollable Operating Expenses actually incurred by Landlord for such calendar year; (ii) Tenant's Share of such actual Uncontrollable Operating Expenses for such calendar year; and (iii) the total amount of Tenant's monthly payments towards Uncontrollable Operating Expenses for such calendar year (the "**Statement of Expenses**"). However, Landlord's failure to provide such annual Statement of Expenses shall in no way excuse Tenant from its obligation to pay Tenant's Share of Uncontrollable Operating Expenses or constitute a waiver of Landlord's right to bill and collect such Tenant's Share

of Uncontrollable Operating Expenses from Tenant. If the amount in (ii) is more than the amount paid in (iii), Tenant shall pay Landlord the difference within thirty (30) days after the delivery of such statement. If the total amount of Tenant's monthly payments towards Uncontrollable Operating Expenses for such calendar year previously received by Landlord exceeds Tenant's actual Share of Uncontrollable Operating Expenses for the calendar year, the excess will be, at Landlord's option, either (y) credited to Tenant's next estimated Rent payment(s) or (z) directly refunded to Tenant in full.

8.4. **Audit Rights.** Within sixty (60) days after receiving Landlord's Statement of Expenses, Tenant may give Landlord notice ("**Review Notice**") that Tenant intends to review Landlord's records of the Uncontrollable Operating Expenses for the calendar year to which the statement applies, and Tenant shall include in such Review Notice a written request identifying, with a reasonable degree of specificity, the information that Tenant desires to review. Within a reasonable time after Landlord's receipt of a timely Review Notice, Landlord shall forward to Tenant, or make available for inspection on site at such location deemed reasonably appropriate by Landlord, such records (or copies thereof) for the applicable calendar year that are reasonably necessary for Tenant to conduct its review of the information appropriately identified in the Review Notice. Within thirty (30) days after any records are made available to Tenant, Tenant shall have the right to give Landlord notice (an "**Objection Notice**") stating in detail any objection to Landlord's Statement of Expenses for that year. If Tenant provides Landlord with a timely Objection Notice, Landlord and Tenant shall work together in good faith to resolve any issues raised in Tenant's Objection Notice. If Landlord and Tenant determine that Uncontrollable Operating Expenses for the calendar year are less than reported, Landlord shall, at Landlord's option, either (y) credit to Tenant's next estimated Rent payment(s) or (z) directly refund to Tenant in full. Likewise, if Landlord and Tenant determine that Uncontrollable Operating Expenses for the calendar year are greater than reported, Tenant shall pay Landlord the amount of any underpayment within thirty (30) days. If Tenant fails to timely give Landlord a Review Notice and, if Tenant deems necessary, a subsequent timely Objection Notice, Tenant shall be deemed to have approved Landlord's Statement of Expenses and shall be barred from raising any claims regarding the Uncontrollable Operating Expenses for that year. If Tenant retains an agent to review Landlord's records, the agent must be with a nationally recognized CPA firm licensed to do business in the state or commonwealth where the Shopping Center is located. Tenant shall be solely responsible for all costs, expenses and fees incurred for the audit, and the fees charged cannot be based in whole or in part on a contingency basis. The records and related information obtained by Tenant shall be applicable only to the Shopping Center and treated as confidential by Tenant and its auditors, consultants and other parties reviewing such records on behalf of Tenant. In no event shall Tenant be permitted to examine Landlord's records or to dispute any statement of Uncontrollable Operating Expenses if there is an uncured Event of Default and unless Tenant has paid and continues to pay all Rent when due.

9. **Use of the Premises.** The Premises may be used only for the Permitted Use, in accordance with all applicable laws, and for no other purpose whatsoever, without the prior written consent of Landlord. Further, Tenant shall use Tenant's Trade Name in the transaction of business in the Premises and Tenant may not use any other trade name without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant agrees to initially open for business by the Rent Commencement Date and to continuously operate in a first-class manner in all of the Premises during the entire Term during all hours established by Landlord as Shopping Center business hours. Subject to closures necessitated by casualty, condemnation, temporary remodeling (not to exceed thirty (30) days) or Federal holidays (collectively, "**Permitted Closures**"), Tenant must keep the Premises open to the public for business with adequate personnel and inventory and shall in good faith continuously throughout the Term conduct the Permitted Use in the Premises. The Premises may not be used for any purpose that conflicts with the provisions of existing leases, or exclusives in the Shopping Center, or any matters of record, provided however, that is shall be Landlord's sole and exclusive responsibility to obtain the Use Waivers specified in Section 9.3 of this Lease. The current list of exclusive rights granted to other tenants of the Shopping Center and use restrictions applicable to the Shopping Center are set forth in **Exhibit E**. Tenant's violation of the exclusive rights granted to other tenant(s) of the Shopping Center and/or use restrictions applicable to the Shopping Center will result in Landlord suffering irreparable harm and, therefore, in addition to the other rights and remedies available to Landlord under this Lease, Landlord may seek to enjoin Tenant's breach of this Section 9 and Tenant shall be liable for any damages resulting from Tenant's breach. All property kept, stored or maintained within the Premises by Tenant is at Tenant's sole risk. Tenant may not permit any objectionable or unpleasant odors to emanate from the Premises; nor take any other action that would constitute a nuisance or would disturb or endanger other tenants of the Shopping Center or unreasonably interfere with their use of their respective premises; nor do anything that would tend to injure the reputation of the Shopping Center; nor permit the Premises to be used for any operation that would increase the

insurance premiums on the insurance carried by Landlord or render void or voidable the insurance carried by Landlord. Tenant must procure at its sole expense any permits and licenses required for the operation of Tenant's business in the Premises and otherwise comply with all applicable laws, ordinances, and governmental rules, regulations pertaining to Tenant's use of the Premises, as the same may now or hereafter exist from time to time.

9.1. **Outdoor Area**. Subject to municipal approval, Tenant shall be permitted to use approximately 1,000 square feet of outdoor space as a dog play area, approximately shown on **Exhibit I** (the "**Outdoor Area**"). The size, location, and appearance of the Outdoor Area, including fencing and other equipment, shall be subject to Landlord's reasonable approval, which approval shall not be unreasonably withheld or conditioned. Such Outdoor Area shall be at no additional Rent. This use is subject to all other terms and conditions in the Lease as if the Outdoor Area was a part of the Premises (for example, Tenant must insure the Outdoor Area as part of the Premises and Tenant shall indemnify and hold harmless Landlord from and against all loss, claims, damages, costs or expenses suffered by Landlord by reason of any activities in the Outdoor Area. Tenant's use of the Outdoor Area cannot be or cause a nuisance to exist. Tenant shall be solely responsible for the routine maintenance and security of the Outdoor Area and Tenant shall obtain, for the Outdoor Area, the same insurance coverage as is required in this Lease for the remainder of the Premises. Tenant shall obtain any and all required consent or approvals of applicable governmental authorities in connection with the use of any additional improvements to the Outside Area, and shall insure that the Outside Area complies with all with all laws and governmental regulations which affect Tenant's use of the Outdoor Area.

9.2. **Permit Contingency**. Tenant shall diligently and in good faith pursue the issuance of all necessary governmental permits, licenses and approvals necessary for Tenant to complete Tenant's Work and to open for business in the Premises for Tenant's Permitted Use (collectively, the "**Permits**"). Tenant shall promptly and diligently exhaust all appeals if any application for a Permit is denied. Tenant shall fully comply with all governmental statutes, ordinances, rules and regulations pertaining to the issuance of the Permits, as well as pay for any fees associated with such Permits or required for Tenant's Permitted Use. If Tenant has not obtained the Permits within one hundred twenty (120) days after Landlord approves Tenant's Improvement Plans (the "**Permit Application Period**"), so long as Tenant has complied with all its obligations in this Section 3.1, Landlord may, in its sole discretion, extend the Permit Application Period for an additional period of sixty (60) days (the "**Extended Permit Application Period**"). If after the Extended Permit Application Period Tenant has still not obtained the Permits, Landlord may, in its sole discretion, either (i) pursue the Permits on Tenant's behalf at Tenant's sole cost and expense for a period of thirty (30) days (the "**Landlord Permit Application Period**"), or (ii) terminate this Lease on written notice to Tenant, in which event the Lease shall terminate effective as of Tenant's receipt of such notice, and the parties hereto shall be released from all obligations accruing from and after the termination of the Lease (except for those obligations that expressly survive a termination of the Lease). If after the Landlord Permit Application Period Tenant has still not obtained the Permits, up until the Permits are obtained or this permit contingency is waived, either party may terminate the Lease upon written notice to the other party, in which event, the Lease shall terminate effective as of said party's receipt of such notice, and the parties hereto shall be released from all obligations accruing from and after the termination of the Lease (except for those obligations that expressly survive a termination of the Lease).

9.3. **Use Waiver Contingency**. Landlord and Tenant each acknowledges and confirms that the Commencement Date of this Lease is contingent upon Landlord obtaining, at its sole expense, written waivers from the current occupants of the Shopping Center doing business as Staples and Pet Supplies Plus to permit Tenant to operate the Permitted Use at the Premises (the "**Use Waivers**"). Landlord shall use commercially reasonable efforts to obtain the requisite Use Waivers as soon as possible and, in any event, within ninety (90) days of the Effective Date. Upon notice by Landlord to Tenant that the Use Waivers cannot be obtained within such timeframe, either party may choose to terminate this Lease and any rent paid in advance by Tenant shall be promptly returned to Tenant, and the parties shall thereupon have no further liability or obligations to the other under this Lease or otherwise with respect to the Premises. Landlord may, but shall not be obligated to, deliver the Premises to Tenant until such time as the Use Waivers hereunder have been secured.

10. **Rules**. Tenant shall abide by and observe the rules and regulations attached hereto as **Exhibit C** for the operation and maintenance of the Shopping Center. Landlord may amend and furnish Tenant with new rules and regulations from time to time; new rules or regulations shall not, however, be unreasonably inconsistent with the Permitted Use of the Premises by Tenant under the Lease. Landlord will not, in any event, be liable to Tenant for violation of the same by any other tenant or other person.

11. **Utilities.** Tenant shall promptly pay all charges for electricity, water, telephone service, sewerage service and other utilities furnished to the Premises, commencing on the Delivery Date and continuing thereafter until this Lease expires or is sooner terminated. The costs of any services that are not metered to the Premises and billed directly to Tenant or that Tenant does not directly pay to the provider may be included in Uncontrollable Operating Expenses. However, if the Landlord shall determine, in the exercise of Landlord's good faith review, that the Tenant's use of utilities is in excess of that normally used by a tenant occupying similar space (such as water consumed by a restaurant or a laundry/dry cleaning shop) and such utility is not separately metered, then Tenant shall pay Landlord upon demand as Additional Rent, the cost of such excess utility usage. In addition, Landlord may install separate water and sewer meters in the Premises at Tenant's expense. Unless caused as a result of Landlord's gross negligence or willful misconduct, Landlord shall not be liable for an interruption or failure in the supply of any such utilities to the Premises and no such interruption or failure shall entitle Tenant to terminate this Lease or to any abatement or reduction of rent except as expressly provided for in Section 1.11.

12. **Tenant's Personal Property Taxes.** Tenant is liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Premises. If any such taxes are levied against Landlord or Landlord's property, Tenant shall promptly pay the cost of such taxes to Landlord upon demand as Additional Rent. If at any time during the Term a tax or excise on rents, or other tax however described (except any franchise, estate, inheritance, capital stock, income or excess profits tax imposed upon Landlord) is levied or assessed against Landlord by any taxing authority on account of Landlord's interest in this Lease or the Rent, Tenant will pay to Landlord upon demand, the amount of such tax or excise.

13. **Maintenance and Repair of Premises.**

13.1. **Landlord Obligations.** Subject to Section 13.2 below, Landlord shall keep the foundation, the exterior walls, and roof of the Premises in good condition and repair. The costs of all maintenance and repair obligations of Landlord hereunder shall constitute Fixed Operating Expenses under and pursuant to the provisions of Section 8.2; provided, however, should such repairs be required by reason of Tenant's negligent acts or failure to act, Tenant shall promptly pay Landlord for the whole cost thereof as Additional Rent. In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure or maintenance or repair by Landlord. Landlord shall use reasonable efforts to conduct its activities described in this Section 13.1 in a manner that will not unreasonably interfere with the operation of Tenant's business. Except where Landlord's activities or repairs are made necessary by Tenant's failure to make necessary repairs or by Tenant's breach of the Lease in some other respect, Landlord shall be required to employ reasonable measures in its performance of such activities or repairs. Tenant shall give immediate written notice to Landlord of any needed Landlord repairs pursuant to this Section 13.1. If Landlord fails to make any such repairs within thirty (30) days after receipt by Landlord of such written notice (or if more than thirty (30) days are required because of the nature of the repairs, if Landlord fails to commence the repairs within the thirty (30) day period and proceed diligently thereafter), and such failure has a material, adverse impact on Tenant's ability to use the Premises for the Permitted use, then, upon an additional three (3) days' prior written notice, as Tenant's sole remedy, Tenant may, but is not required to, perform the repairs on Landlord's behalf and Landlord shall reimburse Tenant for the actual, reasonable, out-of-pocket costs incurred within thirty (30) days following receipt of an invoice from Tenant, which shall include supporting documentation reasonably acceptable to Landlord and full and final lien waivers from any party entitled to file a lien against the Shopping Center. For the avoidance of doubt, any failure of Landlord to perform its obligations described in this Section 13.1 shall in no way grant Tenant the right or result in Tenant having the right to terminate this Lease.

13.2. **Tenant Obligations.** Tenant shall at its sole cost and expense take good care of the Premises and shall keep the Premises neat, clean and free from waste, dirt or rubbish, insects, rodents, vermin and other pests at all times and make all needed repairs and replacements, including replacement of cracked or broken plate glass windows, doors, door closure devices and other exterior openings, window and door frames, molding, locks and hardware, special store fronts, signs, placards, decorations or advertising media of any type, interior painting or other treatment of interior walls, the ceiling and ceiling tiles, the repair and replacement of all lighting, heating, ventilation, air conditioning ("**HVAC**"), plumbing and other electrical or mechanical installation, equipment and fixtures, and all utility ducts, conduits, pipes and wiring. Tenant shall keep the glass of all windows, doors, and showcases clean, presentable, and free of paint; replace immediately all broken glass in or a part of the Premises (including damage from burglary or attempted burglary of the Premises). Tenant shall, at reasonable intervals, paint or refinish the interior of the Premises. Tenant is responsible for any sewer stoppage located in, under and above the Premises, including for

the clean-up of any backup of main lines or sewer lines. Tenant is responsible to repair all damages, including to surrounding suites, if a toilet overflows or pipe leaks due to Tenant's negligence or intentional misconduct. Landlord is not responsible for damage resulting from leaks (caused by water, rain or any other leak) from any pipe, main line or drain line. For the avoidance of doubt, any repairs or maintenance to the Premises that are not explicitly set forth in Section 13.1 are the obligation of Tenant, to be performed at Tenant's sole cost and expense. If any repairs required to be made by Tenant hereunder are not made within thirty (30) days after written notice delivered to Tenant by Landlord, Landlord may, at its option, make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs, and Tenant shall pay to Landlord upon demand, as Additional Rent hereunder, the cost of such repairs plus an administration fee of fifteen percent (15%) of the entire cost of the repair. Tenant is responsible for timely payment of all fines and penalties resulting from Tenant's failure to comply with any laws, rules, or regulations. If damage to any portion of the Shopping Center (including the roof, building, and Common Areas) is caused by either Tenant or Tenant's contractor, agent or employee, Tenant shall either, at Landlord's option, repair such damage at its sole cost and expense or reimburse Landlord the cost to repair such damage.

13.2.1. **HVAC**. Tenant shall, at its expense, keep in force a standard maintenance agreement for quarterly inspections and cleaning on all HVAC systems serving the Premises (together with such servicing as such inspection discloses) with a reputable contractor approved by Landlord and provide a copy of the same to Landlord within thirty (30) days of the Effective Date or within thirty (30) days of any switch by Tenant to a new contractor approved by Landlord. Tenant agrees to provide evidence to Landlord of HVAC maintenance within thirty (30) days of written demand from Landlord. Tenant agrees to provide an inspection report to Landlord within thirty (30) days following any pre-approved additions or replacements to the HVAC, including, but not limited to, the results of structural integrity testing of any roof penetrations. Tenant shall be required to immediately repair any roof penetrations that are found to be the result of any pre-approved additions or replacements to the HVAC. If Tenant fails to provide the evidence of HVAC maintenance or inspection report, within thirty (30) days of written demand from Landlord, a late charge of Fifty Dollars (\$50.00) per day shall be payable by Tenant upon demand for each day thereafter until such report is delivered and such failure shall constitute an Event of Default hereunder. Landlord retains the right, but not the obligation, to provide for inspection, maintenance, repair, and replacement of the HVAC serving the Premises and Tenant agrees to reimburse Landlord as Additional Rent for expenses incurred in connection with the same.

13.2.2. **One-Time Replacement**. Notwithstanding the foregoing, Landlord agrees to replace the existing 12.5 ton rooftop HVAC unit #015 one-time during the Term of this Lease provided that such replacement is reasonably necessary in Landlord's reasonable determination and not due to Tenant's misuse, negligence or failure to perform its maintenance obligations as set forth above. For the avoidance of doubt, from and after any such one-time replacement by Landlord, Tenant shall be responsible for all maintenance and replacement at its sole cost and expense in accordance with the terms of this Lease.

13.2.3. **Pest Control**. Tenant shall, at its sole cost and expense, hire a pest and rodent extermination contractor, and arrange for pest control and extermination at such intervals as may be necessary during the Term of this Lease, including any Extension Term exercised by Tenant. If Landlord reasonably deems that Tenant's maintenance intervals are insufficient, Landlord may takeover hiring a pest and rodent extermination contractor. In such case, the contractor providing such services may deliver the bills and invoices for Tenant's costs directly to Tenant for payment; alternatively, Tenant agrees to reimburse Landlord as Additional Rent for expenses incurred in connection with the same.

13.3. **Adverse Changes; Mold**. Tenant shall, during the Term of this Lease: (i) provide prompt written notification to Landlord of any adverse change to the Premises, including, without limitation, the presence of biological contaminants, such as mold; and (ii) promptly undertake appropriate assessment, remedial and preventative actions sufficient to meet any guidelines or regulations adopted by applicable governmental or regulatory agencies in connection with a determination of any adverse change. In any event with respect to mold contamination, Tenant shall undertake (1) removal of the mold, (2) abatement of the underlying cause of the mold (including water intrusion), and (3) repair any and all associated water damage to the Premises.

14. **Alterations**. Tenant may not make any material alterations, additions or improvements (collectively, "Alterations") to the Premises, including any paint or decoration to any part of the exterior of the Premises or interior

of the Premises that may be visible from the exterior thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed, except for the installation of unattached, movable trade fixtures that may be installed without drilling, cutting or otherwise defacing the Premises. All Alterations done by Tenant within the Premises must be performed by a contractor approved by Landlord, in a good and workmanlike manner, in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with other tenants and customers in the Shopping Center. In connection with any such Alterations, Tenant shall indemnify, defend Landlord against, and hold Landlord harmless from any and all liability, costs, damages (including any damage to the Premises, Common Areas or any part of the Shopping Center), expenses (including attorneys' fees) and any and all liens resulting therefrom. Upon the expiration or termination of this Lease, all Alterations shall become the property of Landlord, unless Landlord requires Tenant to remove at Tenant's sole cost and expense.

15. **No Liens.** Tenant may not permit any mechanics' or materialmen's liens to stand against the Premises or the Shopping Center for any labor or material furnished by or at the direction of Tenant. Landlord may record this Lease, or a short form thereof, or any other notice permitted under applicable law in the appropriate governmental office to assure that the interest of Landlord will not be subject to any such lien. If, because of any act or omission of Tenant, any mechanic's lien or other lien is filed against Landlord, the Shopping Center, the Premises or any portion thereof, Tenant shall, at its sole cost and expense, cause the same to be discharged of record or bonded within fifteen (15) days after notice from Landlord to Tenant of the filing thereof. Upon Tenant's failure to cause any such liens to be discharged of record or bonded over, Landlord shall have the right, in addition to all other rights and remedies provided under this Lease or by law, to cause such liens to be satisfied, removed or discharged by whatever means Landlord chooses at the entire cost and expense of Tenant, such cost and expense to include legal fees and disbursements, and Tenant shall reimburse Landlord for such costs and expenses upon demand thereof.

16. **Landlord's Right of Access; Use of Roof.** Landlord may enter upon the Premises upon commercially reasonable prior oral or email notice to Tenant, for the purpose of inspecting the same, or of making repairs to the Premises, or of making repairs, alterations or additions to adjacent premises, or of showing the Premises to prospective partners, purchasers, lessees, investors, or lenders. If an entry is necessary in case of emergency, Landlord or its agents may forcibly enter the same, without prior notice and without rendering Landlord liable therefor. No exercise by Landlord of any rights contained in this Section 16 will entitle Tenant to any damage for any injury or inconvenience occasioned thereby nor to any abatement of Rent. Landlord may place and maintain "For Rent" or "For Lease" signs on the Premises during the last year of the Term. In exercising its rights hereunder, Landlord will, except in the case of an emergency, use commercially reasonable efforts to avoid materially and adversely interrupting Tenant's use of the Premises. Use of the roof above the Premises is reserved to Landlord.

17. **Signs; Store Fronts.**

17.1. Within fifteen (15) days after the Delivery Date, Tenant shall place a "Coming Soon" sign at the Premises, which sign shall be subject to prior approval from Landlord. If Tenant fails to timely obtain such approval or display such "Coming Soon" sign, Landlord may do so at Tenant's sole cost and expense. Prior to the Rent Commencement Date Tenant shall, at its sole cost and expense, install a sign, approved by Landlord in writing prior to installation, on the exterior sign band of the Premises, utilizing a contractor approved by Landlord, which sign must be in strict conformity with: (i) the general materials, size and appearance of other tenants' signs at the Shopping Center; (ii) any guidelines or sign criteria adopted by Landlord with respect to the Shopping Center (as set forth on Exhibit G attached hereto) and restrictions of record; and (iii) with all applicable laws; and (iv) the insurance requirements set forth in this Lease. Tenant hereby agrees to light Tenant's exterior signs all night for visibility and advertisement. Tenant also agrees to maintain all of its signs in good condition and repair at all times. Any damage to the building fascia caused by Tenant's sign or lack of maintenance to such will be repaired by Landlord and the entire cost billed back to Tenant. Tenant may not install or erect any other signs, advertisements or other visual displays at, on or in the Premises that are visible from the exterior thereof without the prior written approval of Landlord. Any window signs or displays that are approved by Landlord must be made with artist's lettering and otherwise with a professional appearance. Landlord may remove any signs or displays that are objectionable to Landlord or to other tenants at the Shopping Center. Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises.

17.2. **Pylon Signage.** Prior to the Rent Commencement Date Tenant shall, at its sole cost and expense, furnish and install a sign panel advertising Tenant's business operations in the Premises on both sides of each of the certain pylon signs serving the Shopping Center, as such pylon signs are depicted and located on **Exhibit H** ("**Pylon Signs**"), attached hereto and incorporated herein. Prior to installation, Tenant's pylon panels (the "**Panels**") must be approved by Landlord in writing, must be installed utilizing a contractor approved by Landlord, and which Panels must be in strict conformity with: (i) the general materials, size and appearance of other tenants' pylon panels at the Shopping Center; (ii) any guidelines or sign criteria adopted by Landlord with respect to the Shopping Center (as set forth on **Exhibit G** attached hereto) and restrictions of record; and (iii) with all applicable laws; and (iv) the insurance requirements set forth in this Lease. Any costs related to the upkeep, maintenance, repair, replacement of Tenant's name on the Pylon Signs, all annual and other permit fees therefor, and all reasonably prorated costs of the upkeep, maintenance, repair, replacement, and relocation of the Pylon Signs, shall be paid by Tenant. Landlord may, from time to time, relocate or require Tenant to relocate its Panels on the Pylon Signs, in which case such relocation by Tenant shall be at Landlord's sole cost and expense.

18. **INTENTIONALLY OMITTED**

19. **Tenant's Insurance.** Upon the Delivery Date and during the Term, Tenant shall obtain and maintain at its expense the following types and amounts of insurance:

19.1. **Property Insurance.** Tenant shall keep all improvements, fixtures and equipment in the Premises, including all Alterations and additions installed by either Landlord or Tenant, insured under the covered causes of loss – special form endorsement (also known as the "all risks" peril approach) including windstorm, water damage from drain or sewer backup, earthquake coverage if the property is located in a high risk area, and flood coverage if property is located in a FEMA-designated flood zone. Any required flood insurance must meet the criteria set forth under the National Flood Insurance Reform Act of 1994, as amended and replaced from time to time and FEMA's then-current Mandatory Purchase of Flood Insurance Guidelines. The insurance shall be in an amount sufficient to cover full replacement cost with no coinsurance penalty provision, with the exception of Flood Insurance which shall be actual cash value.

19.2. **Business Interruption Insurance.** Tenant shall obtain business interruption insurance in an amount of not less than the Base Rent plus Tenant's estimated Additional Rent for a period of not less than one year, plus an amount equal to the annual premiums for insurance required herein.

19.3. **Commercial Liability Insurance.** Tenant shall obtain and maintain commercial general liability insurance (Form CG 00 01) written on "occurrence" form for bodily injury, property damage, personal and advertising injury, including contractual liability, arising from the occupancy, operation, use, and maintenance of the Premises, in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate, and \$2,000,000.00 products/completed operations. This insurance shall be primary and non-contributory and include coverage for independent contractors and products-completed operations liability.

19.4. **Workers' Compensation.** A policy or policies of workers' compensation insurance meeting State requirements and a policy of employer's liability insurance with limits of liability not less than \$1,000,000.00 per accident for bodily injury or disease.

19.5. **Commercial Automobile Liability.** \$1,000,000.00 Combined Single Limit per accident for owned, non-owned, and hired autos.

19.6. **Dram Shop or Liquor Liability.** In the event that Tenant holds a valid permit or license to serve alcoholic beverages at the Premises, then Tenant shall obtain and maintain Dram Shop or Liquor Liability coverage with a limit of not less than \$2,000,000.00 per occurrence/common cause and \$2,000,000.00 aggregate.

19.7. **Excess Liability.** Excess liability insurance policy with limits of liability not less than \$3,000,000.00 occurrence and in the aggregate.

19.8. **Other insurance.** Tenant shall also maintain: (i) such insurance policies as may be required by applicable law arising from Tenant's use of the Premises or the conduct of its business; and (ii) insurance for the full replacement cost of all the plate glass and all other glass on the Premises (including glass which is part of exterior or interior walls) which is the responsibility of the Tenant in the event of breakage from any cause.

19.9. **Tenant's Contractors.** Tenant shall require that any contractor hired by Tenant to perform Tenant's Work, any repairs or maintenance, or any approved Alterations maintain: (i) general liability insurance with a minimum coverage of \$1,000,000.00 limit per occurrence, \$1,000,000.00 personal and advertising injury, \$2,000,000.00 in the aggregate, and \$2,000,000.00 products-completed operations aggregate; (ii) workers' compensation insurance of not less than \$1,000,000.00 per bodily injury accident and each employee for bodily injury by disease; (iii) commercial automobile liability insurance \$1,000,000.00 per accident; (iv) excess liability insurance with a limit of not less than \$3,000,000.00 per occurrence; (v) professional liability insurance, if applicable, with limits of not less than \$1,000,000.00 per claim, and \$1,000,000.00 in the annual aggregate; (vi) commercial crime insurance with limits of not less than \$1,000,000.00 per claim; (vii) employment practices liability insurance covering wrongful acts associated with employment, including wrongful termination, discrimination, and sexual harassment, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 general aggregate; and (ix) property insurance covering the full replacement value of machinery, tools, equipment, and property of a similar nature used by contractor or subcontractors. Tenant's contractor shall provide Landlord with copies of the policies of insurance or certificates thereof in compliance with this Section 19.9 prior to beginning work on the Premises and shall have Landlord named as an additional insured and loss payee thereunder.

19.10. **Policy Requirements.** All policies of insurance to be procured by Tenant shall be issued by insurance companies rated not less than A-VIII in the most current available "Best's Key Rating Guide", and qualified to do business in the State. All insurance provided by Tenant as required under Section 19 shall name Landlord, Landlord's property manager, and lender(s) for the Shopping Center ("Landlord Insurance Parties") as additional insureds and loss payees as respects their interest in leasehold improvements. All policies of insurance shall include specific coverage provisions or endorsements (or equivalent coverage or endorsement) as follows: (a) Additional Insured – Managers or Lessors of Premises endorsement, naming Landlord Insurance Parties as additional insureds; (b) Primary and Non-Contributory, as such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry or have available; (c) Waiver of Subrogation waiving the insurer's subrogation rights against all Landlord Insurance Parties; and (d) Notice of Cancellation, providing Landlord with at least thirty (30) days prior notice of cancellation, non-renewal or expiration. Tenant shall only maintain such deductibles applicable to property and liability insurance coverages as are approved by Landlord. Tenant has sole responsibility for the payment of all deductibles and all policies of insurance that include deductibles must clearly state that such deductibles apply only to Tenant and not to Landlord. Copies of certificates of insurance must be delivered to Landlord on or before the Delivery Date and thereafter within thirty (30) days prior to the expiration of the term of each policy. If Tenant fails to provide the evidence of insurance, within thirty (30) days of written demand from Landlord, a late charge of Fifty Dollars (\$50.00) per day shall be payable by Tenant upon demand for each day thereafter until such evidence is delivered and such failure shall constitute an Event of Default (subject to applicable notice and cure periods) hereunder. If Tenant fails to maintain any insurance required under this Section 19, Landlord may (at Landlord's election) maintain the same on behalf of Tenant. Any premiums paid by Landlord shall be deemed Additional Rent and shall be due on the payment date of the next installment of Base Rent hereunder. The insurance requirements contained in this Section 19 are independent of Tenant's waiver, indemnification and other obligations under this Lease and may not be construed in any way to restrict, limit or modify Tenant's waiver, indemnification or other obligations. Landlord, in its commercially reasonable discretion or if required by a mortgagee, may increase and/or change the insurance requirements set forth in this Section 19 at any time during the Term. If Tenant maintains broader coverage and/or higher limits than the minimum limits set forth above, Landlord requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance coverage shall be available to Landlord.

20. **Landlord's Insurance.**

20.1. Landlord may maintain insurance covering the Shopping Center for full replacement cost during the Term of this Lease, providing protection as reasonably determined by Landlord. Landlord may also, at its sole discretion, maintain insurance for bodily injury, property damage, loss caused by earthquake, flood, rental loss, repair damage caused by Hazardous Materials contamination of the Shopping Center by act or omission of third parties,

terrorism, etc. including but not limited to insurance for any items required by the lender(s) of the Shopping Center and the costs of professional consultants and/or counsel to analyze and reduce insurance rates. The cost of all such insurance will be included as Uncontrollable Operating Expenses.

20.2. Tenant shall pay any increase in premiums for casualty and fire (including all risk coverage) insurance that may be charged during the Term of this Lease on the amount of such insurance carried by Landlord on the Premises, the Shopping Center or the building of which the Premises is a part, resulting from Tenant's occupancy or from the type of merchandise which Tenant stores or sells on the Premises, whether or not Landlord has consented thereto. In such event, Tenant shall also pay any additional premium on the insurance policy that Landlord may carry for its protection against rent loss through fire or casualty. In determining whether increased premiums are the result of Tenant's use of the Premises, a schedule, issued by the organization setting the insurance rate on the Premises, showing the various components of such increased rate, shall be conclusive evidence thereof. Landlord shall deliver bills for such additional premiums to Tenant and Tenant shall immediately reimburse Landlord therefor.

21. **Indemnity.** To the fullest extent permitted by law, Tenant shall, at Tenant's sole cost and expense, shall Indemnify the Landlord Parties against any and all Claims arising from: (i) any Personal Injury, Bodily Injury or Property Damage whatsoever occurring in, on, or about the Premises; (ii) any Personal Injury, Bodily Injury or Property Damage whatsoever to any employee of a Tenant Party in the course of its employment obligations in, on, or about the Shopping Center; (iii) the use, occupancy, conduct, or management of the Premises; (iv) subject to the waiver of subrogation provisions of this Lease, any act, error, omission or negligence of any of the Tenant Parties in, on or about the Premises or the Shopping Center; (v) the operation of Tenant's business in the Premises; (vi) any Tenant's Work, alterations, improvements, or other construction omitted, permitted, and/or contracted for by Tenant or any Tenant Parties in, at or about the Premises and/or Shopping Center; (vii) any violation, alleged violation, any other failure to comply with any and all applicable laws, statutes, ordinances, standards, rules, regulations, orders, or judgments applicable to the Premises and the Permitted Use, including Hazardous Materials Laws; (viii) any breach or default by Tenant of any term, condition, covenant or other obligation of Tenant under this Lease, including, but not limited to, the payment of any amount due under this Lease; (ix) all damages sustained by Landlord as a result of any holdover by Tenant or any Tenant Party in the Premises, including, but not limited to, any claims by another tenant resulting from a delay by Landlord in delivering possession of the Premises to such tenant; (x) any liens or encumbrances arising out of any work performed or materials furnished by or for Tenant; (xi) any commissions or other compensation or charges claimed by any real estate broker or agent other than the Broker(s), with respect to this Lease by, through or, under Tenant; (xii) any matter enumerated in Sections 22 or 34.15 below; or (xiii) any breach, violation or nonperformance, or any misrepresentation made by Tenant or any guarantor of Tenant's obligations in connection with this Lease. For purposes of this Lease: (i) the term "**Tenant Parties**" means Tenant, Tenant's representatives, agents, employees, officers, owners, contractors, independent contractors, transferees, licensees, invitees, guests, affiliates, successors or assigns, and all persons and entities claiming through any of these persons or entities; (ii) the term "**Landlord Parties**" means Landlord, Landlord's lender, and their respective representatives, agents, employees, officers, owners, contractors, invitees, guests, affiliates, successors or assigns; (iii) the term "**Indemnify**" means indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless for, from and against; (iv) the term "**Claims**" means all liabilities, claims, damages (including consequential damages), losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings, judgments, disbursements, charges, assessments, and expenses (including attorneys' and experts' fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding); (v) the term "**Waives**" means that the Tenant Parties waive and knowingly and voluntarily assume the risk of; and (vi) the terms "**Bodily Injury**", "**Personal Injury**" and "**Property Damage**" will have the same meanings as in the form of commercial general insurance policy issued by Insurance Services Office, Inc. most recently prior to the date of the injury or loss in question. The provisions of Sections 21 and 22 will survive the termination of this Lease. Notwithstanding anything to the contrary contained in this Section 21, Tenant shall not be obligated to Indemnify Landlord or the Landlord Parties from Claims arising solely from Landlord's gross negligence or willful misconduct.

22. **Waiver of Liability; Mutual Waiver of Subrogation** . To the fullest extent permitted by law, Tenant, on behalf of all Tenant Parties, Waives all Claims against Landlord Parties arising from the following: (i) any Personal Injury, Bodily Injury, or Property Damage occurring in or at the Premises; (ii) any loss of or damage to property of a Tenant Party located in the Premises or other part of the Shopping Center by theft or otherwise; (iii) any Personal Injury, Bodily Injury, or Property Damage to any Tenant Party caused by other tenants of the Shopping Center, parties not occupying space in the Shopping Center, occupants of property adjacent to the Shopping Center, or the public or

by the construction of any private, public, or quasi-public work occurring either in the Premises or elsewhere in the Shopping Center; (iv) any interruption or stoppage of any utility service not caused by Landlord's gross negligence or willful misconduct or for any damage to persons or property resulting from such stoppage; (v) business interruption or loss of use of the Premises suffered by Tenant and not caused by Landlord's gross negligence or willful misconduct; (vi) any latent defect in construction of the building in which the Premises are located; (vii) damages or injuries or interference with Tenant's business, loss of occupancy or quiet enjoyment and any other loss resulting from any Hazardous Materials in, at or on the Premises or Shopping Center not caused by Landlord, or the performance by Landlord of Landlord's maintenance or other repair obligations under this Lease; (viii) any Bodily Injury to any employee of a Tenant Party arising out of and in the course of employment of the employee and occurring anywhere in the Shopping Center provided such Bodily Injury was not caused by Landlord's gross negligence or willful misconduct; or (ix) any Personal Injury, Bodily Injury, or Property Damage to any Tenant Party caused by fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises or from pipes, appliances or plumbing works therein or from the roof, street, or subsurface or from any other place resulting from dampness or any other cause provided such Personal Injury, Bodily Injury, or Property Damage was not caused by Landlord's gross negligence or willful misconduct. Landlord and Tenant, individually and on behalf of anyone claiming by, through, or under such party, each waive any rights each may have against the other party on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, to their respective property, the Premises or Shopping Center, or its contents, arising from any liability, loss, damage or injury caused by fire or the elements for which property insurance is carried or required to be carried pursuant to this Lease, to the extent of applicable insurance and only to the extent it does not conflict with Tenant's obligations under Section 19 and Section 21.

23. **Casualty.** Tenant shall give immediate written notice to Landlord of any damage caused to the Premises by fire or other casualty. If the Premises are damaged or destroyed by fire or other casualty and Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Premises. If (a) the Shopping Center or the building in which the Premises are located is destroyed or substantially damaged by a casualty not covered by Landlord's insurance or (b) the Shopping Center or such building is destroyed or rendered untenable to an extent that rebuilding or repairs cannot be completed, in Landlord's reasonable opinion, within one hundred eighty (180) days after the casualty event, or (c) the holder of a mortgage, deed of trust or other lien on the Premises at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien, then Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Premises. Landlord shall give written notice to Tenant of such election within ninety (90) days after the occurrence of such casualty. If Landlord elects to rebuild and repair under this Section 23, Landlord's obligation will in any event be limited to restoring the Premises to substantially the same condition in which the same existed as of the Delivery Date; provided however, such Landlord obligation shall in no event exceed the combined amount of any insurance proceeds for such casualty received by Landlord for the Premises plus the amount of the previously disbursed or expended Allowance, if any. Tenant agrees that, promptly after completion of such work by Landlord, Tenant shall proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair and replace all alterations, additions, improvements, fixtures, signs and equipment installed by Tenant as a part of Tenant's Work to substantially the same condition in which the same existed prior to the casualty, and restock the Premises with Tenant's inventory for operation of its business. Tenant agrees that during any period of reconstruction or repair of the Premises it shall continue the operation of its business within the Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Base Rent will be reduced to such extent as may be fair and reasonable; however, there will be no abatement of the Additional Rent and other charges provided for herein nor will there be any abatement of Rent if the underlying damage was caused by the acts or omissions of Tenant, or its contractors, subcontractors, employees, agents or invitees.

Notwithstanding anything contained herein to the contrary, in the event the Premises is destroyed or rendered untenable to an extent that rebuilding or repairs cannot be completed, in Landlord's reasonable opinion, within one hundred eighty (180) days after the casualty event within the last two (2) years of the Term, or within two hundred seventy (270) days at any point during the Term, then Tenant may terminate this Lease upon written notice to Landlord within thirty (30) days of receiving Landlord's estimate of repair time.

24. **Eminent Domain.** If all of the Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease will terminate and the Rent will be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority. If more than twenty-five percent (25%) of the Rentable Square Feet of the Premises shall be taken or appropriated, this Lease may, at the option of either party, be terminated by written notice given to the other party not more than sixty (60) days after Landlord and Tenant receive notice of the taking or appropriation; if either party provides timely notice of termination, this Lease will terminate and the Rent will be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority. In the event of a partial taking of the Premises that does not result in the termination of the Lease, Rent payable hereunder shall be reduced in the same proportion that the area taken bears to the total area of the Premises prior to taking. In the event that any portion of the Common Areas or any access point to an adjacent roadway shall be taken, which taking would, in Landlord's judgment, materially interfere with its operation of the Shopping Center, then the Landlord may at its option terminate this Lease by written notice given to Tenant within sixty (60) days of the date such taking becomes effective. If this Lease is so terminated, all Rent shall be paid to the date of termination. All compensation awarded for any taking (or the proceeds of a sale in lieu thereof) of the Premises or Common Area is the property of Landlord; provided, however, Landlord will have no interest in any award made to Tenant for Tenant's moving and relocation expenses or for the loss of Tenant's fixtures and other tangible personal property if a separate award for such items is made to Tenant. Any damage award for any taking to be paid to and retained by Landlord is subject to the provisions and requirements of any current or future financing placed on the Shopping Center or any portion thereof by Landlord

25. **Assignment and Subletting.**

25.1. Tenant may not complete or otherwise permit a Transfer (defined below) without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. If Tenant desires to Transfer, Tenant shall (i) request Landlord's consent in writing at least sixty (60) days before the date on which the Transfer is to be effective (ii) furnish Landlord with such information as Landlord may reasonably require, and (iii) pay Landlord an administrative fee of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00). Payment of such fee shall be a condition precedent to Landlord reviewing the Transfer. It shall not be unreasonable for Landlord to require, as a condition of Landlord's consent to any Transfer, the execution of a new guaranty from such person or entity, and in form satisfactory to Landlord. Subsequent to any Transfer, the Premises will continue to be used only for the Permitted Use unless agreed to in writing by Landlord. Any Transfer by Tenant without Landlord's prior written consent shall be null and void and constitute an immediate Event of Default. In the event Landlord approves any Transfer, Tenant, any subsequent assignee, and any guarantor under this Lease will at all times remain fully responsible and liable under this Lease. Landlord and Tenant agree that it shall not be unreasonable for Landlord to withhold its consent to any proposed Transfer for any of the following reasons, which are not exclusive:

25.1.1. The contemplated use of the Premises by the proposed transferee, assignee or sublessee (hereinafter referred to as the "Transferee") is not substantially identical to the Permitted Use under the Lease;

25.1.2. The contemplated use of the Premises by the Transferee is inconsistent with the retail tenant mix desired by Landlord;

25.1.3. The net worth and/or financial stability of the Transferee is, or may become, inadequate to operate the business permitted to be conducted in the Premises in the manner required by this Lease and/or to meet all of Tenant's financial and other obligations under this Lease;

25.1.4. The Transferee does not have sufficient business operations experience, expertise and/or management capabilities to successfully operate the contemplated use in a manner consistent with the standards of the Shopping Center;

25.1.5. The Transferee's reputation (or that of any of its affiliates) would have an adverse effect upon the reputation of the Shopping Center or the other businesses located therein;

25.1.6. The proposed use of the Premises or Trade Name of the Transferee would breach any covenant of Landlord respecting radius, location, use or exclusivity in any other lease, financing agreement or other agreement relating to the Shopping Center, which covenant Landlord may use to withhold its consent to a proposed Transfer only so long as such covenant would not prevent use of the Premises in a substantially identical manner and/or under a substantially identical Trade Name as theretofore used by Tenant at the Premises;

25.1.7. Tenant is in Default pursuant to this Lease;

25.1.8. The nature of the Transferee's proposed or likely use of the Premises would involve any risk, greater than that of Tenant's, of the use, release, disposition or mishandling of "Hazardous Materials" (as defined in the Lease);

25.1.9. Any ground lessor or mortgagee whose consent to such Transfer is required fails to consent thereto after Landlord has used commercially reasonable efforts to obtain such consent

25.2. **“Transfer”** means: (i) any assignment of this Lease or any interest therein; (ii) any sublet of the Premises or any part thereof; (iii) any grant of a license, concession or other right of occupancy of any portion of the Premises; (iv) if Tenant is a corporation, partnership, limited liability company or other legal entity whose capital shares or other units of beneficial interest are not listed on a recognized security exchange or over-the-counter market, and if at any time during the Term, the sale or other transfer of over fifty percent (50%) of either the outstanding voting rights or the outstanding ownership interests of Tenant at the time of execution of this Lease (except as the result of transfers by devise or descent); (v) any assignment for the benefit of creditors; and (vi) any leasehold mortgage or other pledge of the interest of Tenant under this Lease.

25.3. Tenant shall have the right with prior written notice to Landlord, but without Landlord's prior written consent, to assign this Lease or sublet the Premises to an entity which (i) is Tenant's parent company; (ii) is a wholly-owned subsidiary of Tenant or of Tenant's parent company; (iii) is a company of which Tenant or Tenant's parent company owns in excess of fifty percent (50%) of the outstanding equity interest; (iv) is the result of a consolidation or merger with Tenant; or (v) is acquiring all or substantially all of the assets of, or equity interest in, Tenant and/or Tenant's parent company (including, if Tenant is a single purpose entity, Tenant's affiliates operating stores under the same Trade Name as the Premises); provided in all events the following conditions are met: (1) Tenant shall not be in Default under this Lease; (2) after such assignment or subletting all of the terms, covenants, and conditions of this Lease shall continue to be in full force and effect; (3) any such assignment or subletting shall be for the entirety of the Premises and for the entire unexpired Term; and (4) any assignee or subtenant shall have a tangible net worth (net of goodwill and other intangible assets) equal to or greater than the tangible net worth of Tenant as of the Effective Date of this Lease. Tenant shall provide Landlord a copy of any document effectuating such assignment or subletting promptly after the effective date of such Transfer.

25.4. Notwithstanding anything to the contrary in this Lease, Tenant shall have the absolute right, without obtaining Landlord's prior written consent, to engage independent contractor pet groomers, pet trainers, and similar service providers (**“Independent Contractors”**) to perform services within the Premises in connection with Tenant's Permitted Use, provided that: (i) Tenant retains possession and overall control of the Premises at all times; (ii) each Independent Contractor operates under a written agreement expressly stating that that such person or entity is an independent contractor and not a subtenant, assignee, or licensee under this Lease; and (ii) Tenant remains fully responsible under this Lease for the acts, omissions, and compliance of all Independent Contractors, and (iii) all activities by Independent Contractors shall comply with all applicable laws, regulations, and professional licensing requirements.

26. **Default by Tenant and Remedies.**

26.1. The following events will be deemed to be **“Events of Default”** by Tenant under this Lease:

26.1.1. Tenant fails to pay any installment of Base Rent or Additional Rent when due; provided, however that Landlord agrees that Landlord shall, prior to exercising any remedies for nonpayment set forth herein,

provide Tenant with written notice of nonpayment and Tenant will not be in default if it cures such nonpayment within ten (10) days of receipt of such notice. Landlord's obligation to give such notice will be a one-time obligation during any 12-month period and, once given by Landlord, Landlord will have no further obligation to give written notice with respect to any subsequent monetary default.

26.1.2. Tenant fails to comply with any term, provision or covenant of this Lease, other than as described in subsection (a) above, and does not cure such failure within thirty (30) days after written notice thereof from Landlord. Landlord's obligation to give such notice will be a one-time obligation during any 12-month period and, once given by Landlord, Landlord will have no further obligation to give written notice with respect to any subsequent failure(s) of such particular term.

26.1.3. Tenant or any Guarantor become insolvent or such insolvency is purported, threatened or reasonably anticipated; or make a transfer in fraud of creditors, or make an assignment for the benefit of creditors.

26.1.4. Tenant or any Guarantor file a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof (collectively, "**Bankruptcy Proceedings**"); Bankruptcy Proceedings are filed against Tenant or any Guarantor, and such Bankruptcy Proceedings are not dismissed within sixty (60) days following the commencement thereof.

26.1.5. A receiver or trustee is appointed for the Premises or for all or substantially all of Tenant's assets or interest in this Lease or any Guarantor.

26.1.6. Tenant abandons or vacates or commences to abandon or vacate the Premises or removes or attempts to remove, without the prior written consent of Landlord, all or a substantial portion or value of Tenant's goods, equipment, or personal property.

26.1.7. Any failure by Tenant to commence construction of Tenant's Work within thirty (30) days after Tenant is delivered possession of the Premises and to thereafter diligently prosecute such construction to completion, where such failure continues for ten (10) days after written notice thereof by Landlord to Tenant.

26.1.8. The conducting by Tenant of a going out of business sale, auction, bankruptcy sale or any similar liquidation sale in violation of the provisions of this Lease.

26.1.9. Any material misrepresentation herein, or material misrepresentation or omission in any financial statements or other materials provided by Tenant or any Guarantor in connection with negotiating or entering this Lease or in connection with any transfer under Section 25.

26.2. Upon the occurrence of any such Event of Default, Landlord may pursue any of the following remedies without any further notice or demand whatsoever:

26.2.1. Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord in the condition required by the Lease. If Tenant fails to surrender the Premises as required, Landlord, in compliance with law, may enter upon and take possession of the Premises and remove Tenant, Tenant's property and any party occupying the Premises without being deemed a constructive eviction. Tenant shall pay Landlord, on demand, all past due Rent and other losses and damages Landlord suffers as a result of Tenant's default, including commissions paid to Broker, and any costs associated with any handling, removal or storage of Tenant's property, all Costs of Reletting (defined below). "**Costs of Reletting**" shall include all reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including legal fees, brokerage commissions, the cost of alterations, any deficiency that may arise from reletting of the Premises on different economic terms, and the value of other concessions or allowances granted to a new tenant. If elected by Landlord by written notice to Tenant, Landlord shall have a security interest in the personal property belonging to Tenant which is on the Premises at the time of re-entry to secure all sums due or which become due to Landlord under this Lease. Perfection of such security interest shall occur by taking possession of such personal property or otherwise as provided by law.

26.2.2. Without terminating the Lease, terminate Tenant's right to possession of the Premises and, in compliance with law, remove Tenant, Tenant's property and any parties occupying the Premises. Landlord may (but shall not be obligated to) relet all or any part of the Premises, without notice to Tenant, for such period of time and on such terms and conditions (which may include concessions, free rent and work allowances) as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease.

26.2.3. In lieu of calculating damages under Sections 26.2.1 and 26.2.2 above, Landlord may elect to receive as damages the sum of (i) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (ii) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term, and (iii) all anticipated Costs of Reletting, and (iv) an amount equal to unamortized costs of the Allowance (if any) and of any commissions paid to Broker on account of this Lease, and (v) any reasonable legal fees incurred by Landlord on account of Tenant's default, and (vi) all losses incurred by Landlord as a direct or indirect result of Tenant's default (including among other losses any adverse reaction by any Mortgagee or by other tenants or potential tenants of the Shopping Center).

26.2.4. Pursuit of any of the above remedies will not preclude pursuit of any other remedies prescribed in other sections of this Lease and any other remedies provided by law or in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default will not be deemed or construed to constitute a waiver of such default. Landlord's acceptance of any sum which is less than the amount claimed as due by the Landlord, shall not act as, or be deemed to be, a waiver of such claimed amount or a compromise or accord and satisfaction of the amount claimed as due by Landlord.

26.2.5. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant's being evicted or dispossessed for any cause, or in the event of Landlord's obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise.

26.2.6. In the event Tenant does not take possession of the Premises and default under the terms of this Lease, the parties agree that Landlord shall be entitled to recover its contractual expectancy under this Lease which is the Rent that would have been paid under this Lease through the remainder of the Term reduced to present value without offset.

26.3. If Tenant at any time fails to pay any taxes, assessments, or liens, or to make any payment or perform any act required of Tenant by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease or any of Landlord's other rights or remedies, may (but is under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Tenant. Tenant shall pay Landlord, as Additional Rent, all sums so paid by Landlord plus interest from the date incurred through the date of payment by Tenant at the maximum rate allowed by law plus an additional fifteen percent (15%) of such costs and expenses to reimburse Landlord for the cost of its overhead for completing such acts.

27. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD. LANDLORD SHALL NOT BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND IN NO EVENT SHALL LANDLORD BE LIABLE TO TENANT FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. NEITHER TENANT NOR ANY TENANT PARTY SHALL BE LIABLE TO LANDLORD FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EXCEPT WITH RESPECT TO ANY HOLDOVER BY TENANT OR TENANT'S ENVIRONMENTAL PREVENTION OBLIGATIONS UNDER THIS LEASE. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE

MORTGAGEE(S) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN SECTION 28) NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT.

28. **Subordination, Attornment; Estoppel.**

28.1. Tenant agrees that this Lease will automatically be subject and subordinate to covenants, conditions, restrictions, easements, ground leases, mortgages or deeds of trust or liens, whether presently existing or hereafter placed, upon the Shopping Center or the Premises, and to any renewals and extensions thereof (collectively, a "**Mortgage**"). Tenant further agrees to attorn to any holder of a Mortgage (a "**Mortgagee**"), or any purchaser at a foreclosure or like sale (or a conveyance in lieu thereof), that acquires title to the Shopping Center or the Premises. Tenant agrees that any Mortgagee shall have the right at any time to subordinate its Mortgage to the operation of this Lease; provided, however, notwithstanding that this Lease may be (or made to be) superior to a Mortgage, the provisions of such Mortgage relative to the rights of the Mortgagee with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord), or arising from insurance proceeds payable by reason of damage to or destruction of the Shopping Center or the Premises, shall be prior and superior to any contrary provisions contained in this Lease with respect to the payment or use of such proceeds. Tenant's agreement to attorn set forth in this Section 28 shall be self-operative and shall not require that Tenant execute any additional instruments as a condition thereto; provided, however, that Tenant agrees within ten (10) days of any written demand to execute such further instruments to confirm the subordination of this Lease and the obligation of Tenant to attorn as Landlord or any Mortgagee may request. In the event of attornment, no successor landlord will be: (i) liable to Tenant for any act or omission of any prior landlord; (ii) subject to any offset or defense which Tenant might have against any prior landlord; (iii) liable to Tenant for any liability or obligation of any prior landlord occurring prior to the date such successor landlord acquires title to the Premises; (iv) liable to Tenant for any security or other deposits given to secure the performance of Tenant's obligations under this Lease; (v) obligated to undertake or complete any specific renovations or additions to the Premises specifically provided for in this Lease to be performed by Landlord or pay the cost of any construction or other special landlord work; or (vi) bound by any prepayment of rent or additional rent due under this Lease more than one month in advance. At any time when a Mortgagee under an outstanding Mortgage has given Tenant written notice of its interest in this Lease, Tenant may not exercise any remedies for default by Landlord hereunder unless and until such Mortgagee receives written notice of such default and a reasonable time for curing such default has thereafter elapsed.

28.2. **Estoppels.** Tenant shall from time to time, within ten (10) days after written request by Landlord or any Mortgagee, execute, acknowledge and deliver to Landlord (or, at Landlord's written request, to any existing or prospective purchaser or Mortgagee) a written certification, on Landlord's standard form: (i) that this Lease is unmodified and in full force and effect (or, if there has been any modification, stating the nature of such modification); (ii) as to the dates to which the Base Rent and any Additional Rent and other charges arising hereunder have been paid; (iii) as to the amount of any credit due to Tenant hereunder; (iv) Tenant has accepted possession of the Premises and all improvements thereto are as required hereunder, and the date on which the Term commenced; (v) as to whether, to the best knowledge, information and belief of Tenant, Landlord or Tenant is then in default in performing any of its obligations hereunder (and, if so, specifying the nature of each such default); and (vi) as to any other fact or condition reasonably requested by Landlord or such other party (an "**Estoppel**"). If Tenant fails to deliver to Landlord an Estoppel within ten (10) days after Landlord's written request, then beginning on the 11th day after such request, in Landlord's sole discretion, either (x) the Estoppel shall be deemed approved by Tenant and may be relied upon by Landlord or any prospective purchaser or Mortgagee, or (y) Tenant shall incur a Two Hundred Fifty and 00/100 Dollars (\$250.00) per day fee that shall accrue until Tenant provides the Estoppel to Landlord and such fee shall be paid by Tenant to Landlord as Additional Rent.

29. **Hazardous Materials.**

29.1. Tenant must not allow any Hazardous Material to be used, generated, released, stored or disposed of on, under or about, or transported from, the Premises, unless: (a) such use is specifically disclosed to and approved by Landlord in writing prior to such use; and (b) such use is conducted in compliance with requirements of Landlord's and Tenant's respective insurers regarding Hazardous Materials. Landlord may approve such use subject to reasonable conditions to protect the Premises and Landlord's interests. Tenant shall strictly comply with, and shall maintain the Premises in compliance with, all Hazardous Materials Laws. Tenant shall obtain and maintain in full force and effect all permits, licenses and other governmental approvals required for Tenant's operations on the Premises under any

Hazardous Materials Laws and shall comply with all terms and conditions thereof. At Landlord's request, Tenant shall deliver copies of, or allow Landlord to inspect, all such permits, licenses and approvals. Tenant must, promptly following demand, reimburse Landlord for all costs incurred in connection with any monitoring, investigation, clean-up, removal and other remedial work (collectively, "**Remedial Work**") required as a result of any release or discharge of Hazardous Materials affecting the Premises or the Shopping Center or any violation of Hazardous Materials Laws by Tenant or any assignee or sublessee of Tenant or their respective agents, contractors, employees, licensees, or invitees. Landlord has the right to intervene in any governmental action or proceeding involving any Remedial Work in order to protect Landlord's interests. Tenant shall notify Landlord, in writing, within three (3) days after any of the following: (a) a release or discharge of any Hazardous Material, whether or not the release or discharge is in quantities that would otherwise be reportable to a public agency; (b) Tenant's receipt of any order of a governmental agency requiring any Remedial Work pursuant to any Hazardous Materials Laws; (c) Tenant's receipt of any warning, notice of inspection, notice of violation or alleged violation, or Tenant's receipt of notice or knowledge of any proceeding, investigation or enforcement action, pursuant to any Hazardous Materials Laws; or (d) Tenant's receipt of notice or knowledge of any claims made or threatened by any third party against Tenant or the Premises relating to any loss or injury resulting from Hazardous Materials. Tenant shall deliver to Landlord copies of all test results, reports and business or management plans required to be filed with any governmental agency pursuant to any Hazardous Materials Laws.

29.2. "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable explosive, asbestos, radioactive material, nuclear medicine material, drug, vaccine, bacteria, virus, hazardous waste, toxic substance, petroleum product, or related injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled or governed by any Hazardous Materials Law; (c) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Law; or (d) gives rise to any liability, responsibility or duty on the part of Tenant or Landlord with respect to any third Person under any Hazardous Materials Law.

29.3. "Hazardous Materials Laws" means any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common-law") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**"), as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. §6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., and any amendments to the foregoing.

29.4. Landlord has the right, but not the obligation, to remedy any violation by Tenant of the provisions of this Section 29 or to perform any Remedial Work which is necessary or appropriate as a result of any governmental order, investigation or proceeding. Tenant shall pay, upon demand, as Additional Rent, all costs incurred by Landlord in remedying such violations or performing all Remedial Work, plus interest thereon at the Default Interest Rate from the date of demand.

29.5. The release or discharge of any Hazardous Material or the violation of any Hazardous Materials Law will constitute an Event of Default by Tenant under this Lease. In addition to and not in lieu of the remedies available under this Lease as a result of such Event of Default, Landlord has the right, without terminating this Lease, to require Tenant to suspend its operations and activities on the Premises until Landlord is satisfied that appropriate Remedial Work has been or is being adequately performed and Landlord's election of this remedy will not constitute a waiver of Landlord's right thereafter to pursue the other remedies set forth herein.

29.6. **Indemnification and Waiver.** Tenant shall protect, indemnify, defend and hold Landlord harmless for, from and against any and all losses and liabilities, investigations and proceedings arising out of or in connection with any breach of any provisions of this Section 29 or directly or indirectly arising out of the use, generation, storage, release, disposal or transportation of Hazardous Materials by Tenant or any sublessee or assignee of Tenant, or their respective representatives, agents, contractors, employees, licensees, or invitees, on, under or about the Premises, including, but not limited to, all foreseeable and unforeseeable consequential damages and the cost of any Remedial Work. Neither the consent by Landlord to the use, generation, storage, release, disposal or transportation of Hazardous Materials nor the strict compliance with all Hazardous Materials Laws shall excuse Tenant from Tenant's

indemnification obligations pursuant to this Section 29.6. The foregoing indemnity shall survive the termination or expiration of this Lease and is provided in addition to and not a limitation of the indemnification provisions of Section 21 of this Lease. Tenant, on behalf of itself, or any sublessee or assignee of Tenant, or their respective representatives, agents, contractors, employees, licensees, or invitees acquiring any interest in the Premises by or through Tenant, hereby releases, waives and discharges Landlord and its representatives, agents, employees, officers, owners, affiliates, successors or assigns from all present and future claims, demands, suits, legal and administrative proceedings and from all losses and liabilities arising out of or in any way connected with the ownership of the Shopping Center by the Landlord, any condition of environmental contamination on, under or around the Shopping Center, or the existence of Hazardous Materials in any state on, under or around the Shopping Center, except for Hazardous Materials placed upon the Shopping Center by Landlord in connection with its use and enjoyment of the Shopping Center. All persons or entities acquiring any interest in the Premises by or through Tenant, by accepting such interest in the Premises, and in consideration of the Landlord entering into the Lease and thereby allowing such interest to be created, hereby irrevocably agree to the waiver and release provisions set forth in this Section 29 and acknowledge that their interests in the Premises are subject thereto.

30. **Return of Possession.** Tenant shall vacate the Premises not later than 11:59 p.m. on the last day of the Term. At the expiration or earlier termination of the Term, Tenant shall quit and surrender the Premises broom-clean, free of debris and litter, and in good condition, reasonable wear and tear excepted. Tenant shall remove all or any items of personal property ("**Removable Personal Property**") prior to or at the expiration or earlier termination of this Lease, and any items remaining in the Premises following the expiration or earlier termination of the Lease may be disposed of by Landlord. Tenant shall, at Tenant's sole cost and expense, immediately repair any damage occasioned to the Premises and/or the Shopping Center by reason of the removal of any Removable Personal Property. All improvements made to the Premises by Tenant, including but not limited to, ceilings, rooms, light fixtures, wall coverings, floor coverings and partitions and other items comprising Tenant's Work, but excluding Removable Personal Property will become the property of Landlord upon the expiration or earlier termination of this Lease. Tenant hereby waives any laws applicable to the handling and disposal of abandoned property with respect to Tenant's property not removed from the Premises prior to the expiration or earlier termination of this Lease. Tenant shall remove Tenant's signs (including signs in/on the windows and on the building, pylons, or monuments) and repair all damage to the Premises and the Shopping Center caused by such removal, including, but not limited to, tying off all electrical wires, and repairing the fascia with the same fascia material, skim coating, refinishing, and painting the entire fascia panel to match the existing fascia. The HVAC will be in good repair and working order, ordinary wear and tear excepted. Landlord may have the HVAC inspected within thirty (30) days of the Lease expiration or early termination and any recommended repairs or replacements will be completed by Landlord's vendor and all costs billed back to Tenant.

31. **Holding Over.** If Tenant fails to surrender and vacate the Premises as required by this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance, provided that, unless Landlord has previously consented in writing to Tenant's remaining in the Premises after such termination, any such failure shall be an Event of Default under this Lease. Notwithstanding anything to the contrary contained herein, Tenant's continued occupancy at any time after the termination of the Lease shall be subject to all the terms and provisions of this Lease. Tenant shall pay Landlord (on a per month basis without reduction for partial months during the holdover) an amount equal to one hundred fifty percent (150%) of the sum of the Base Rent, along with Additional Rent, due for the period immediately preceding the holdover, for the first thirty (30) days of any such holdover period. Thereafter, Tenant shall pay an amount equal to two hundred percent (200%) of the sum of Base Rent, along with Additional Rent, due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. If Landlord is unable to deliver possession of the Premises to a new tenant or to perform improvements for a new tenant as a result of Tenant's holdover and Tenant fails to vacate the Premises within ten (10) days after notice from Landlord, Tenant shall be liable for all damages that Landlord suffers from the holdover, including without limitation consequential damages.

32. **INTENTIONALLY OMITTED**

33. **Notices.** All demands, approvals, consents or notices given under this Lease by either party shall be subject to the requirements of this Section 33, and shall be in writing, and will be deemed to be delivered (i) three (3) days after being deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested; or (ii) upon receipt after being deposited with a nationally recognized overnight or 2-Day delivery service or reputable

messenger service, such as FedEx or UPS. Notice to either of the parties hereto shall be to the respective addresses set out in Section 1.17 above, or at such other addresses as either party may specify by written notice to the other party.

34. **Miscellaneous.**

34.1. **No Partnership.** Landlord and Tenant are not and will not be considered joint venturers nor partners and neither has the power to bind or obligate the other except as set forth herein.

34.2. **Enforceability.** Should any one or more provisions of this Lease be determined to be illegal or unenforceable, all other provisions will nevertheless be effective.

34.3. **Captions.** The captions to the sections of this Lease are inserted only as a matter of convenience and for reference only, and in no way affect this Lease.

34.4. **Time of the Essence.** Time whenever mentioned in this Lease is of the essence.

34.5. **Waiver of Jury Trial.** Landlord and Tenant each waive the right to trial by jury in any action or proceeding instituted by either party against the other.

34.6. **Quiet Enjoyment.** So long as Tenant does not commit an Event of Default, Tenant may peaceably and quietly hold and enjoy the Premises for the Term, without hindrance by Landlord.

34.7. **Certain Waivers.** Tenant hereby expressly waives and disclaims any lien or claim which Tenant has or may have in and to any property belonging to Landlord or on the Rent due to Landlord under this Lease. It is specifically understood and agreed that if Landlord commences any proceedings against Tenant for non-payment of Rent, Tenant may not interpose any noncompulsory counterclaim or other claim against Landlord of whatever nature or description in any such proceedings.

34.8. **Consent by Landlord.** Except as otherwise expressly stated in this Lease, any consent or approval required to be obtained from Landlord may be granted by Landlord in its sole discretion.

34.9. **Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, Landlord or Tenant will not be liable or responsible for, and there will be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord or Tenant (each a "Force Majeure Event"). Nothing contained herein delays the performance by Tenant of the payment of any monetary sums due herein.

34.10. **Governing Law.** The laws of the state in which the Premises is located ("State") will govern the interpretation, validity, performance and enforcement of this Lease.

34.11. **Successors and Assigns.** The terms, provisions and covenants contained in this Lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives.

34.12. **Landlord's Assignment.** Landlord may assign this Lease and Tenant hereby agrees to consider the new entity as the Landlord. Landlord shall give Tenant a notice of such assignment. In the event of any transfer of title to the Shopping Center, the transferor shall automatically be relieved and freed of all obligations of Landlord under this Lease accruing after such transfer.

34.13. **Entire Agreement.** This Lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

34.14. **Financial Statements.** Within twenty (20) days after written request from Landlord, Tenant shall provide Landlord with its most recent financial statements, certified to be true and correct by an officer of Tenant. Failure to provide financial statements within thirty (30) days of written demand from Landlord will result in a Fifty Dollars (\$50.00) per day late charge payable by Tenant upon demand from Landlord and shall constitute an Event of Default. Additionally, Tenant and any Guarantor must promptly report (x) any materially adverse change in financial position, or (y) any litigation that could adversely affect Tenant or any Guarantor's ability to perform. If Tenant's financial condition materially and adversely deteriorates after the Effective Date, Landlord shall be entitled to request an additional security deposit or other reasonable forms of assurances.

34.15. **Joint and Several Liability.** Whenever two or more parties constitute Tenant, all such parties, as well as any guarantors of Tenant's obligations under the Lease, shall be jointly and severally liable for performing Tenant's obligations hereunder.

34.16. **Office of Foreign Assets Control Certification.** Tenant represents and warrants that the entity(ies) or individual(s) constituting Tenant or Guarantor or which may own or control Tenant or Guarantor or which may be owned or controlled by Tenant or Guarantor are not and at no time shall be (i) in violation of any Laws relating to terrorism or money laundering, or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, www.treasury.gov/ofac or any replacement website or other replacement official publication of such list.

34.17. **Authority.** If Tenant is a corporation, partnership, or other legal entity, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that Tenant has been duly organized and is qualified and authorized to do business in the State; and the person(s) executing this Lease on behalf of Tenant is (are) duly authorized to sign and execute this Lease.

34.18. **Attorneys' Fees.** If suit should be brought for recovery of the Premises, or for any sum due under this Lease, or because of any act arising out of Tenant's possession of the Premises, or because of an alleged default by Landlord, the prevailing party shall be entitled to all reasonable costs and legal fees incurred in connection with such action.

34.19. **Counterparts; Electronic Signatures.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or email, through scanned or electronically transmitted .pdf, .jpg or .tif files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimile or scanned documents were an original executed counterpart.

34.20. **No Recording.** Landlord and Tenant each agree that this Lease may not be recorded, except by Landlord pursuant to Section 15.

34.21. **Confidentiality.** Tenant will maintain the confidentiality of this Lease and will not divulge the economic or other terms of this Lease, whether verbally or in writing, to any person other than Tenant's officers, directors, partners or shareholders; Tenant's attorneys, accountants and other professional consultants; any governmental agencies; and pursuant to subpoena or other legal process.

34.22. **Extraordinary Trash Removal.** Landlord reserves the right to charge Tenant for the cost of any extraordinary trash, garbage or refuse removal required by or on behalf of Tenant, including such removal as may be required in connection with the commencement or termination of Tenant's business in the Premises.

34.23. **Impact and Connection Fees.** Tenant shall pay for all charges, fees, or costs charged by any city, county or other municipality, any district or other governmental entity, for capacity, connection, impact, or other usage, including but not limited to charges, fees, or costs for right-of-way, transportation, road, water, sewer, EMS, etc. ("**Impact and Connection Fees**"). Tenant shall pay such Impact and Connection Fees relating to its use directly to the utility company or governmental agency assessing such Impact and Connection Fees or shall reimburse

Landlord the amount of any Impact and Connection Fees that are Tenant's obligation and that were pre-paid by Landlord.

34.24. **Landlord Advertising and Related Publications.** Tenant hereby consents to the use by Landlord of, and Landlord is hereby expressly permitted to use, Tenant's name, trademarks, logos, pictures of stores and signage, and other basic information regarding the transaction contemplated by this Lease (collectively "**Tenant's Information**") solely in connection with Landlord's sales, advertising, and press release materials, including on Landlord's (or any affiliate's) website; provided, however, Tenant's Information shall not include any financial terms of this Lease or any financial or proprietary information regarding Tenant, its affiliates or their operations or businesses. Tenant's consent shall be deemed authorization for the limited use of Tenant's Information by Landlord under all applicable copyright and trademark laws.

34.25. **Brokers.** Landlord has delivered a copy of this Lease to Tenant for Tenant's review only and the delivery of it does not constitute an offer to Tenant or an option, and this Lease shall not be effective until fully executed and delivered by both parties hereto. Tenant represents that it has dealt directly with and only with the Broker(s) (identified in Section 1.15) as a broker in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Parties harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Lease. Landlord shall indemnify and hold Tenant and the Tenant Parties harmless from all claims of any other brokers claiming to have represented Landlord in connection with this Lease.

34.26. **No Solicitation of Co-Tenant Employees.** Tenant shall not directly or indirectly solicit, recruit, or hire any employee of the Pet Supplies Plus located in the Shopping Center (or its successors or assigns, provide such successors or assigns operate the same permitted use as Pet Supplies Plus) or encourage any such employee to leave their employment, whether directly, through agents, or via public or private communications. This restriction shall not prohibit Tenant from hiring any former employee of Pet Supplies Plus provided that such employee has not been employed by Pet Supplies Plus in the previous one hundred eighty (180) days.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed effective as of the Effective Date.

LANDLORD: B33 WINDHAM II LLC , a Delaware limited liability company By: _____ Name: _____ Title: _____ Signature Date: _____	TENANT: SALTY DOG ADVENTURES, LLC , a Maine limited liability company By: <u>Mickal Liberty</u> Name: <u>Mickal E. Liberty</u> Title: <u>sole member</u> Signature Date: <u>2/18/2026</u> Tenant's Tax Identification: <u>83-0973586</u>
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EXHIBIT A: SITE PLAN



THIS EXHIBIT IS DIAGRAMMATIC ONLY AND IS INTENDED ONLY TO SHOW A GENERAL DEPICTION OF THE SHOPPING CENTER. FURTHER, REFERENCES TO TENANTS' OR OCCUPANTS' NAMES ON THIS EXHIBIT SHALL IN NO MANNER CONSTITUTE ANY KIND OF REPRESENTATION AS TO PRESENT OR FUTURE OCCUPANCY OF SPACES AT THE SHOPPING CENTER BY SUCH TENANTS OR OCCUPANTS. THIS EXHIBIT IS NOT A REPRESENTATION OR WARRANTY THAT THE SHOPPING CENTER IS AS DEPICTED OR THAT IT WILL REMAIN AS DEPICTED, NOR AS TO ANY FUTURE OCCUPANCY OF SPACES AT THE SHOPPING CENTER OR THE DEVELOPMENT.

EXHIBIT B: WORK LETTER

Landlord's Work:

NONE. As-Is, Where-Is, With All Faults

Notwithstanding the foregoing, Landlord shall be responsible for ensuring that the rooftop HVAC unit #015 is in good working order on or before the Rent Commencement Date.

Tenant's Work:

1. Within fifteen (15) days of the later of (i) the Effective Date, or (ii) receipt of the Use Waivers from Landlord, Tenant shall provide Landlord a .PDF and .CAD copy of its floor plans and elevation (if applicable), showing the general layout of the Premises upon completion of Tenant's Work. Landlord shall approve or reject Tenant's floor plans and elevations within five (5) days after receipt thereof. Should Landlord reject Tenant's floor plans (once or multiple times), Tenant shall resubmit revised floor plans within five (5) days after receipt of Landlord's rejection. Tenant's failure to provide Tenant's floor plans within the time and in the manner set forth herein shall, in addition to all other remedies set forth in this Lease (including, but not limited to, this Exhibit B), cause the number of days set forth in Section 1.11(ii) of the Lease to be reduced on a day-for-day basis equal to the number of days of Tenant's failure.
2. Within forty-five (45) days of the later of (i) the Effective Date, or (ii) receipt of the Use Waivers from Landlord, Tenant shall provide Landlord a PDF copy of its design plans, prepared by an architect licensed in the State, for its initial improvements to the Premises ("**Improvement Plans**"). Tenant's Improvement Plans as approved by Landlord and all other responsibilities and requirements for the construction and improvement of the Premises shall constitute the "**Tenant's Work**", which shall be performed at Tenant's sole cost and expense (subject to reimbursement through the Allowance, if any). Landlord shall approve or reject Tenant's Improvement Plans within ten (10) days after receipt thereof. Should Landlord reject Tenant's Improvement Plans (once or multiple times), Tenant shall resubmit revised Improvement Plans within five (5) days after receipt of Landlord's rejection. Tenant's failure to provide Tenant's Improvement Plans within the time and manner set forth herein shall, in addition to all other remedies set forth in this Lease (including, but not limited to, this Exhibit B), cause the number of days set forth in Section 1.11(ii) of the Lease to be reduced on a day-for-day basis equal to the number of days of Tenant's failure.
3. Within five (5) days after the date Tenant's Improvement Plans are approved by Landlord, Tenant shall submit Tenant's Improvement Plans and apply for all required governmental permits, licenses and approvals necessary for the completion of Tenant's Work ("**Permits**"). Tenant shall fully comply with all governmental statutes, ordinances, rules and regulations pertaining thereto, as well as pay for any fees associated with such permits.
4. Prior to commencing Tenant's Work, Tenant shall furnish Landlord with (i) all required Permits, (ii) a proposed construction schedule and/or timeline from Tenant and/or Tenant's general contractor, and (iii) a full and complete Contractor's Affidavit in the form attached hereto as Exhibit B-1. During the performance of Tenant's Work, Tenant shall furnish Landlord with weekly progress reports from Tenant and/or Tenant's general contractor, including photos of in progress and completed portions of Tenant's Work. Tenant is not entitled to perform any portion of Tenant's Work without all required Permits.
5. Within five (5) days after the date Tenant's Improvement Plans are approved by Landlord, copies of all Permits have been issued, and Landlord has received all required insurance certificates from Tenant and Tenant's contractors, Tenant shall commence and diligently proceed to complete Tenant's Work in and to the Premises. Tenant's Work shall also include: **Sound proofing and insulation of the demising walls and ceiling so as not to permit sound or odors to emanate from the Premises, subject to Landlord's prior written approval and compliance with all applicable codes and regulations.**
6. Tenant shall perform and complete all work required for opening for business for the Permitted Use. All walls (demising, interior, bathrooms, etc.) constructed by Tenant are to be insulated in accordance with local

code. If Tenant's use requires use of gas lines inside the Premises, then Tenant agrees to install a gas shut off valve at the gas meter. All Tenant's Work shall be undertaken in accordance with Landlord's then-current construction rules and regulations and completed in a good, workmanlike manner.

7. Landlord must approve all roof openings in the Premises in writing. If Tenant's Improvement Plans include a roof opening (e.g., for kitchen hood), Tenant agrees to use Landlord's roof contractor for such work to assure roof warranty is maintained, unless otherwise agreed to by Landlord in writing.
8. Tenant shall pay for fabrication and installation of its signs on the building fascia as well as any pylons or monument signs.
9. Tenant shall be responsible for all damage caused by Tenant's contractor(s) at the Shopping Center and agrees to either cause such damage to be repaired or reimburse Landlord upon demand for Landlord's costs to repair such damage. Tenant's contractor shall provide certificates of insurance reflecting the insurance required in Section 19.8 of the Lease and name Landlord and the manager of the Shopping Center as additional named insureds on contractor's insurance policies.
10. After completion of Tenant's Work, Tenant shall obtain full and final notarized lien waivers for all contractors, subcontractors and suppliers, and Tenant shall provide Landlord with copies of such lien waivers and with any other evidence reasonably required by and satisfactory to Landlord that Tenant's Work has been paid for. Tenant shall indemnify, defend and hold Landlord harmless from and against any materialmen's and mechanics' liens and provide payment bonds upon Landlord's request.
11. After completion of Tenant's Work, Tenant shall be solely responsible for obtaining a Certificate of Occupancy or other similar document issued by the controlling governmental authority permitting Tenant to open for business in the Premises to the public for the Permitted Use, and a copy of same shall be provided to Landlord prior to opening for business in the Premises to the public. Tenant is not entitled to open for business until this provision has been complied with by Tenant.
12. Tenant shall provide its own trash container(s) as needed for containment and removal of construction debris from Tenant's Work and Tenant shall remove said trash containers prior to opening for business. Shopping Center dumpsters are not to be used for construction debris. Landlord shall designate the location of the trash containers. During construction, Tenant and its contractor shall keep the Common Areas free from all construction and related debris. Prior to opening for business, Tenant shall remove all construction and related debris from the Premises and Common Area, and the Common Area shall be returned to the condition it was in prior to commencement of Tenant's Work.
13. The Tenant covenants that Tenant's Work shall not disrupt any other Tenant or occupant of the Shopping Center, or interfere in any way with any work being or to be performed by Landlord. If a utilities department imposes a capacity charge for Tenant's sewer use, then Tenant agrees to reimburse Landlord the actual amount of capacity charge.
14. **Allowance.** Landlord has agreed to reimburse Tenant with the Allowance (as set forth in Section 1.12 of the Lease) to be applied exclusively to the total hard costs of the Tenant's Work, but in no event shall the Allowance be applied to furniture, fixtures, equipment or inventory. Landlord shall not be responsible for providing any additional funds for the construction of the Tenant's Work. The Allowance may be used only for the Tenant Work performed in connection with the initial Term of this Lease, and not to any Extension Term or expansions of the Premises.
15. **Disbursement of Allowance.** The Allowance will be paid to Tenant within thirty (30) days after Tenant opens for business in the Premises, sends written request to TIA.requests@bridge33capital.com and completes the conditions set forth below:

- a. Tenant's compliance with all of the terms set forth in this **Exhibit B.**

- b. Tenant obtaining advance written approval from Landlord to use Tenant's general contractor at the Shopping Center, which approval shall not be unreasonably withheld, conditioned or delayed.
 - c. Tenant providing a list of all contractors and subcontractors to be working at the Shopping Center, including contact information and the scope of work to be completed.
 - d. Tenant completing all of Tenant's Work in accordance with the Improvement Plans approved by Landlord.
 - e. Tenant obtaining and furnishing Landlord with a Certificate of Occupancy or other similar document issued by the controlling governmental authority permitting Tenant to open for business in the Premises to the public for the Permitted Use.
 - f. Tenant opening for business to the public in the Premises, paying the Base Rent and all other Rent amounts then due under the Lease, and completing the Rent Commencement Date Agreement in the form attached hereto as **Exhibit F**.
 - g. Tenant installing Landlord-approved fascia signage on the building and approved Pylon Monument signage as required.
 - h. Tenant submitting to Landlord a completed W-9.
 - i. Tenant submitting to Landlord full and unconditional lien waivers from the general contractor, all subcontractors, material suppliers, contractors, vendors and any person or party performing labor and/or supplying materials in connection with Tenant's Work, showing that each has been paid in full.
16. **Limitations on Allowance.** In no event is Landlord obligated to make disbursements with respect to Tenant's Work in an amount that exceeds the Allowance, if an event of default has occurred and is continuing, or if Tenant has damaged the Common Areas or any of Landlord's property and Tenant has failed to repair such damage to Landlord's satisfaction. Notwithstanding the foregoing, if Tenant has not completed the Tenant's Work and complied with all of the terms of this **Exhibit B** by the date that is one (1) year from the Effective Date, then Landlord shall have no further obligation to pay Tenant any part of the Allowance.
17. **Default in Tenant's Work.** Tenant's failure to comply with any term, provision or covenant of this **Exhibit B**, that is not remedied promptly after notice thereof from Landlord shall be an Event of Default and Landlord shall have the right to avail itself of any and all remedies set forth in **Section 26** of the Lease.

EXHIBIT B-1: CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is (Title) _____
of the ("Contractor") _____
who is the Contractor for the (Project Name) _____
work on the building located at _____
owned by ("Owner") _____

That the total amount of the contract including:
Owner-approved change orders is \$- _____
on which Contractor has invoiced \$- _____
and that Contractor furthermore confirms that he has waived all lien rights in connection with this payment amount received. Contractor certifies, represents and warrants that the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or subcontracts pursuant to a written agreement between Owner and Contractor dated _____ ("the Contract") to supply materials or perform specific work and the amount due or to become due to each, and that the items mentioned above include all labor and material required to complete said work according to the contract. In the event Contractor enters into any subsequent subcontracts or agreements, Contractor shall immediately provide Owner with a current and accurate Contractor Affidavit. Subcontractor / Supplier lien Waiver must be submitted for all subcontractors with contracts over \$5,000 and suppliers with contracts over \$25,000.

Sub-Contractors Names	Services Rendered	Contract Price	Amount Paid	This Payment	Balance Due
		\$-	\$-	\$-	\$-
		\$-	\$-	\$-	\$-
		\$-	\$-		\$-
		\$-			\$-
					\$-
		\$-	\$-	\$-	\$-
					\$-
					\$-
		\$-	\$-	\$-	\$-
					\$-
					\$-
					\$-
					\$-
Totals		\$-	\$-	\$-	\$-

Signed under the penalties of perjury as of this _____ Day of _____ 20____
Day of month Month Year

CONTRACTOR (Signature) (Printed name and Title) (Date)

Subscribed and sworn to me on this _____ day of _____ 20____
(Day of month) (Month) (Year)

Notary's Stamp _____ Notary's Signature _____
(Notary's name, county, and date commission expires)

EXHIBIT C: LANDLORD'S RULES & REGULATIONS

The following Rules and Regulations are hereby made a part of the Lease for the Premises in the Shopping Center, and Tenant agrees that its employees and agents or any others permitted by Tenant to occupy or enter said Premises shall at all times abide by the Rules and Regulations, and that a default in the performance and observance thereof shall constitute a default under the Lease. In the event of a conflict between the following rules and regulations and the Lease, the Lease shall control.

1. Landlord reserves the right of access to the face of the exterior walls and the roof, and further reserves the right to install, maintain, use, repair and replace pipes ducts, conduits, and wires leading through the Premises at times and in locations determined solely by Landlord, so long as the same do not materially interfere with Tenant's use thereof.
2. Landlord may designate specific areas in which cars used by Tenant, its concessionaires, officers, employees and agents must be parked, and in that regard Tenant shall, upon request, furnish to Landlord the license numbers of the cars operated by such persons. Tenant, Tenant's employees, subtenants, licensees and concessionaires may not park vehicles overnight or leave vehicles unattended during non-business hours at the Shopping Center. Landlord reserves the right to assess Tenant a charge of One Hundred Dollars (\$100.00) per occurrence as Additional Rent, per vehicle, when Tenant, Tenant's employees, subtenants, licensees and concessionaires use parking spaces not designated by Landlord and/or park vehicles overnight during non-business hours. Persons using the parking areas of the Shopping Center do so at their own risk. Landlord disclaims all liability for any injury (whether to person or property) incurred by users of the parking areas.
3. The sidewalks, entries, passages and corridors of the Shopping Center shall not be obstructed by Tenant, or its agents or employees, or used for any other purpose than ingress and egress to and from the Premises.
4. Tenant shall not do or permit anything to be done in the Premises, or bring anything therein, which will in any way increase the rate of fire insurance on the Shopping Center, or conflict with the laws relating to fire, or with any regulations of the fire department or with any insurance policy upon the Shopping Center or any part thereof, or conflict with any of the rules or ordinances or the Department of Health of the city and county in which the Shopping Center is located.
5. Tenant may not at any time interfere with the rights of any person to use any part of the Common Area. Neither Tenant nor its agents may solicit business in the parking lot or other Common Area or distribute any handbills or other advertising matter in such areas without Landlord's prior written consent.
6. Landlord reserves the right to grant to third persons the non-exclusive right to cross over and use in common with Landlord and all tenants of the Shopping Center the Common Area or such portion thereof as may be designated from time to time by Landlord.
7. Landlord may at any time temporarily close any Common Area to make repairs or changes, to prevent any acquisition of public rights therein or to discourage non-customer parking and may do such other acts in and to the Common Area as in Landlord's judgment may be desirable to improve the Common Area.
8. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises will be subject to such rules and regulations of Landlord in its sole discretion, deems for the proper operation of the Premises or Shopping Center.
9. No radio, television, roof top or exterior wall aerial or other similar device may be installed within or upon the Premises without Landlord's prior consent in writing. Any such installation made without prior written consent will be subject to removal by Landlord without notice at any time, and without liability for damage caused by such removal.
10. No loudspeakers, televisions, phonographs, radios, amplifiers, flashing lights, exterior lighting, or other devices may be used, heard or seen outside of the Premises without the prior written consent of Landlord.

11. Tenant shall not use the Common Areas of the Shopping Center for business purposes or special events without the prior consent of Landlord.

12. Tenant shall maintain the inside of the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures inside the Premises.

13. Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises.

14. Tenant may not burn any trash or garbage of any kind in or about the Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.

15. Tenant is prohibited from improperly disposing of cigarette butts. Tenant and its employees must dispose of cigarette butts into an appropriate container.

16. Tenant may not display any banners or portable signs without Landlord's consent.

17. Tenant may not (i) display any merchandise or maintain any stands in front of the Premises or of the building in the Shopping Center without Landlord's prior written consent; (ii) erect or maintain any barricade or scaffolding which may obscure the signs, entrances or show windows of any other tenant in the Shopping Center, or interfere with any such other tenant's business; (iii) create or maintain, or allow others to create or maintain, any nuisances, including, without limitation, loud noises or sound effects about the Premises; (iv) place or maintain any signs in any parking area or other Common Area serving the Premises; (v) suffer, permit, or commit any waste with respect to any portion of the Premises; or (vi) maintain or allow to be maintained any excessively bright lights, or any changing, flashing, or flickering lighting or similar devices, the effect of which may be visible from the exterior of the Premises.

18. Subject to interruptions by reason of force majeure, Tenant shall carry at all times in the Premises a stock of merchandise, and staff the Premises in a manner reasonably designed to produce the maximum amount of gross receipts. Tenant shall install and maintain at all times displays of merchandise in the display windows (if any) of the Premises.

19. Landlord shall not be responsible to Tenant for any loss of property from the Premises.

20. If applicable, Tenant shall operate and maintain grease traps in such a manner so as to prevent solid materials or grease from entering the main sewer lines. If a sewer line blockage occurs, and if by Landlord's reasonable determination the blockage occurred because of Tenant, Tenant shall be responsible for all costs incurred in connection with such blockage and the removal thereof.

21. These Rules and Regulations are not intended to give Tenant any rights or claims if Landlord does not enforce any of them against any other tenants or if Landlord does not have the right to enforce them against any other tenants and such non-enforcement shall not constitute a waiver as to Tenant.

22. Landlord reserves the right to rescind, suspend or modify any rules or regulations and to make such other rules and regulations as, in Landlord's reasonable judgment, may from time to time be needed for the safety, care, maintenance, operation and cleanliness of the Shopping Center and for the preservation of good order therein. Notice of any action by Landlord referred to in this paragraph, given to Tenant, shall have the same force and effect as if originally made a part of the foregoing Lease. New rules or regulations shall not, however, be unreasonably inconsistent with the proper and rightful enjoyment of the Premises by Tenant under the Lease.

EXHIBIT E: EXISTING EXCLUSIVES AND USE RESTRICTIONS

Tenant shall comply with the following exclusives and prohibited uses contained in the leases for the other tenants in the Shopping Center and other documents encumbering the Shopping Center:

B33 Windham II LLC - Prohibited Uses & Exclusives

CVS State Capital, LLC - Exclusive Use

Landlord covenants and agrees that, throughout the term of this lease and sine any renewal thereof, it will not lease and/or use any Space in the Shopping Center, as shown on Exhibit A of this lease, for a health and beauty aids store or a drug store. The provisions of this Article 32 shall not be applicable to (a) the current occupant or operator (i.e., Shaw's Supermarkets Inc.) of the supermarket building (as the same may be expanded or altered from time to time) located at the Shopping Center (or to any successor occupant or operator of such building) in its use of such building (as the same may be expanded or altered from time to time) or (b) to Landlord in its leasing of such building (including any expansions or alterations of the same) to such current occupant or operator (or to any successor occupant or operator) of such building for any or all of the uses described above in this Article 32. Landlord and Tenant agree that the exclusive right of Tenant to operate a pharmacy in the shopping center as set forth in Article 32 of the Lease will no longer apply to the grocery store operating in the shopping center. Amendment dated 04/12/2004, Sec. 5(vi), Pg. 4 and Letter dated 01/30/2004, Sec. Pharmacy Exclusive, Pg. 1 and 1st Amendment, Sec. 4, Pg. 2 and Lease, Sec. 32, Pg. 15

DIRIGO-Pets, LLC - Exclusive Use

sLandlord agrees that it shall not hereafter lease another store in the Shopping Center to another tenant or occupant (i) whose business consists of selling pet-related products, including pet food or pet supplies unless the sale of such items are solely Incidental to such tenant's or occupant's primary use, or (ii) who offers pet training, pet grooming, pet self-wash, or pet day care services (either of (i) or (ii), a "Competing Business"). For the purposes of this Section 23.12, the sale of items shall be deemed "Incidental" to a tenant's or occupant's primary use if the sale of such items comprises twenty percent (20%) or less of the sales floor area of such tenant 's or occupant 's premises, in the aggregate.
4th Amendment, Sec. 6, Pg. 1-2

Office Superstore East LLC - Exclusive Use

No part of the Center (other than the Premises), nor any property within one mile of the Center owned by Landlord or by an entity under common control with Landlord, shall be used for the sale, leasing or distribution of equipment (including computers and telecommunications equipment), furniture or supplies for business or office (including home office) use, or the provision of business or office services (including copying, printing, telecommunications, packing, shipping and business equipment repair services) (collectively, the "Exclusive Goods and Services"). Landlord shall not advertise any other providers of the Exclusive Goods and Services within the Center or on any Center-specific Internet web site, nor shall Landlord provide the general public with direct Internet access (via link or otherwise) to any such other providers of the Exclusive Goods and Services. Notwithstanding the foregoing, Section 5.2 shall not prohibit (i) any tenant under a lease existing on the date of this Lease from using space occupied by it for any use permitted under such tenant's lease as of the date hereof, (ii) the replacement of a tenant existing as of the date hereof with a tenant located in the same space and operating the same use as operated as of the date hereof, nor (iii) any future tenant from selling, leasing, distributing or providing the Exclusive Goods and Services incidental to such tenant's primary business in no more than an aggregate of the lesser of 350 square feet or 7% of such tenant's sales floor area. Further, Section 5.2.1 shall not preclude the operation of a nationally or regionally recognized so-called consumer electronics store which sells incidentally computers and computer related accessories (so long as the aforesaid 350 square foot/7% restriction is not violated in any respect other than in connection with computers and computer related accessories and such operation occupies at least 20,000 square

feet of leasable area within the Center).
Lease, Sec. 5.2.1, 5.3, Pg. 13-14

Office Superstore East LLC - Prohibited Uses

No part of the Center shall be used for any of the following: (i) tanning, health, exercise or racquet club or spa, gymnasium, bowling alley, skating rink or other sports or recreational facility; (ii) school, library, reading room, or house of worship; (iii) movie theatre, gallery, auditorium, meeting hall, hotel or motor inn, or any residential use; (iv) massage parlor, adult bookstore, a so-called "head" shop, off-track betting, gambling, gaming or check cashing facility; (v) car wash, automobile repair work or automotive service or gas station, tire store, automobile body shop, automobile, boat, trailer or truck leasing or sales, or laundromat; (vi) tavern, bar, amusement park, carnival, banquet facility, dance hall, disco, nightclub, or other entertainment facility including video game, virtual reality or laser tag room or facility, pool hall, arcade, indoor children's recreational facility or other amusement center; (vii) any manufacturing, warehouse or office use (except incidental to a retail operation); (viii) funeral parlor, animal raising or storage (except incidental to a full-line retail pet supply operation), pawn shop, flea market or swap meet, junk yard; (ix) drilling, for and/or removal of subsurface substances, dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes; or (x) any use which constitutes a public or private nuisance or produces objectionable noise or vibration; and No part of the Center within 100 feet from the front door of the Premises shall be used for a restaurant (except in the Permitted Restaurant Area shown on Exhibit A).

Lease, Sec. 5.2.2, Pg. 13

Shaw's Supermarkets, Inc. - Exclusive Use

Landlord additionally agrees that, subject to any existing lease or occupancy agreement in effect as of the date hereof, for so long as such lease or occupancy agreement remains in effect, Landlord will not directly or indirectly lease, use, operate or permit to be used any part of the Shopping Center, or any other property adjacent to the Shopping Center now owned or subsequently owned, leased or acquired by Landlord or by any party controlled by Landlord (directly or indirectly) for the (i) operation of a supermarket, so-called "combination store," or wholesale club or for the operation of a convenience food store, or (ii) sale of bakery products baked on-premises (including so-called doughnut or bagel shops), fresh fruit and/or vegetables, fresh meat, fresh fish, milk or dairy products, pet foods (except as part of a full service pet supply store such as those operated under the trade names of "Petco" or "PetSmart"), delicatessen, frozen foods (other than frozen desserts sold from a restaurant of the type now operated under the trade names "Friendly's", "Brigham's", "Carvel", "TCBY", "Dairy Queen" or similar restaurants), (iii) sale of other food products customarily sold in supermarkets for consumption off premises, and (iv) sale or distribution of over-the-counter or prescription drugs as long there is no other pharmacy in the Shopping Center as of the date of this Lease. Notwithstanding the foregoing or any other provisions of this Section 28.1, (i) Landlord shall be permitted to lease to operations of the type currently operated under the trade names "Starbucks Coffee" or "GNC" or similar users, (ii) Landlord shall be permitted to lease, use or permit to be used any part of the Shopping Center for restaurants provided that (x) if any such restaurant comprises more than three thousand (3,000) square feet of Gross Floor Area, then such restaurant shall be located 150 feet or more from the Demised Premises, and (y) in no event shall any such restaurant sell any whole pieces of fresh fruit and/or vegetables, fresh meat or fresh fish for consumption off-premises or prepared home replacement meals for consumption off-premises such as by a "Market Takeout Restaurant" (which term shall mean a so-called "takeout" or "carryout" restaurant, or a "cafeteria" or "buffet" or "marketplace" restaurant) or a restaurant which offers pre-prepared "homestyle" or "chicken" meals or dinners self-selected from a variety of main courses and side orders for consumption off-premises (whether or not such meals may be consumed on-premises), (iii) Landlord may replace the existing uses in the Shopping Center with substantially similar uses even if such uses violate the provisions of this Section 28.1, provided any such uses which violate the provisions of this Section 28.1 shall not be materially expanded, and (iv) the operation of a food operation for the preparation and sale of ready to eat foods and non-alcoholic beverages in not more than the area typically used for such purpose in the prototypical stores as they exist as of the date of this Lease operated by such retailers as The Gap or Old Navy, Barnes and Noble or Borders, shall be permitted within the Shopping Center. Tenant agrees that notwithstanding the provisions of this Section 28.1, snack foods, juices, pre-packaged groceries, nuts, spices, soda and water (collectively, the "Permitted Foods") and candy and gum may be sold in the Shopping Center; provided, however, that in no event shall (i) more than 5% of the gross floor area of

such store or, (ii) 1,000 square feet, whichever is less, be devoted to the sale of the Permitted Foods, except that the sales area for candy and gum shall not exceed the sales area typically devoted to such items in a regionally or nationally recognized drug store. Notwithstanding anything contained in this Section 28.1 to the contrary, any premises in the Shopping Center (as the same exists at the date hereof) which are now subject to a lease which would otherwise be restricted may be used for the purposes permitted by the terms of said lease during the term of said lease and/or any currently permitted extensions thereof. Said premises (as they now exist) may continue to be occupied by the present tenant thereof or by any other tenant for the same purposes for which said premises (as they now exist) may now be used pursuant to said lease. Lease, Sec. 28.1(B), Pg. 38-40

Shaw's Supermarkets, Inc. - Prohibited Uses

Restrictions on Shopping Center Use. (A) Landlord and Tenant agree that, subject to any existing lease or occupancy agreement in effect as of the date hereof, for so long as such lease or occupancy agreement remains in effect (i) no part of any premises in the Shopping Center, including the Demised Premises, (ii) from and after the date that Original Landlord is no longer the landlord hereunder, any property adjacent to the Shopping Center now owned, leased or subsequently acquired by Landlord or by any party controlled by Landlord (directly or indirectly), or (iii) any other property integrated with the Shopping Center shall be used for any one or more of the following uses described in this Section 28.1(A): (a) for any industrial or warehousing purposes; or (b) for the conduct of a business operation which as its principal purpose sells merchandise of the types or qualities now commonly known as "odd lot", "distressed", "bankruptcy", "fire sale" or "damaged", it being agreed that a use such as those operated under the trade names "Dollar Store," "Ocean State Job Lot" "Consolidated Stores" or similar operation is permitted; or (c) for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors (normal restaurant odors shall not be considered to be offensive so as to violate the foregoing); or (d) for the operation of a motel, or for similar lodging operations; or (e) for the operation of bowling alleys, casinos, betting parlors, theaters, electronic or other amusement game or device - arcades, night clubs, live entertainment (except as an incidental use to a restaurant), massage parlors, or the sale or renting of so-called "adult" materials [such as, without limitation, magazines, books, movies, tapes, and photographs (provided, that such restriction shall not apply to a regional or national book store that sells or rents any such materials in compliance with Governmental Requirements on an incidental basis as part of its customary operation)]; or (f) for any (i) automobile or truck sales, (ii) storage, (iii) service, washing, or repair operations (except as an incidental use of an automobile parts store or an existing service station); or (g) for any lumber yards, boat sales yards and the like; or (h) for any office or storage use except (x) office and storage operations which are incidental or part of the conduct of a retail business, or (y) incidental office operations typically found in shopping centers such as insurance agencies, real estate agencies, tax services, beauty salon/barber shop; legal, accounting, optometrist, dentist, optician or other licensed professionals' offices; travel agency; tax preparation office; a pack and mail operation; copy center; finance company, real estate brokerage or insurance office. (B) In furtherance of the foregoing, Landlord additionally agrees that, subject to any existing lease or occupancy agreement in effect as of the date hereof, for so long as such lease or occupancy agreement remains in effect, Landlord will not directly or indirectly lease, use, operate or permit to be used any part of the Shopping Center, or any other property adjacent to the Shopping Center now owned or subsequently owned, leased or acquired by Landlord or by any party controlled by Landlord (directly or indirectly) for the (i) operation of a supermarket, so-called "combination store," or wholesale club or for the operation of a convenience food store, or (ii) sale of bakery products baked on-premises (including so-called doughnut or bagel shops), fresh fruit and/or vegetables, fresh meat, fresh fish, milk or dairy products, pet foods (except as part of a full service pet supply store such as those operated under the trade names of "Petco" or "PetSmart"), delicatessen, frozen foods (other than frozen desserts sold from a restaurant of the type now operated under the trade names "Friendly's," "Brigham's", "Carvel", "TCBY", "Dairy Queen" or similar restaurants), (iii) sale of other food products customarily sold in supermarkets for consumption off premises, and (iv) sale or distribution of over the-counter or prescription drugs as long there is no other pharmacy in the Shopping Center as of the date of this Lease; provided, however, if the Demised Premises are not operated as a supermarket for a period of twelve (12) consecutive months, other than due to a cause described in Article 41, below, then the restrictions set forth in clauses (ii), (iii) and (iv) in this subsection (x) shall no longer be in effect. Notwithstanding the foregoing or any other provisions of this Section 28.1, (i) Landlord shall be permitted to lease to operations of the type currently operated under the trade names "Starbucks Coffee" or "GNC" or similar users, (ii) Landlord shall be permitted to lease, use or permit to be used any part of the Shopping Center for restaurants provided that (x) if any such restaurant comprises more than three thousand (3,000) square feet of Gross Floor Area, then such restaurant shall be located 150 feet or more from the Demised Premises, and (y) in no event shall any such

restaurant sell any whole pieces of fresh fruit and/or vegetables, fresh meat or fresh fish for consumption off-premises or prepared home replacement meals for consumption off-premises such as by a "Market Takeout Restaurant" (which term shall mean a so-called "takeout" or "carryout" restaurant, or a "cafeteria" or "buffet" or "marketplace" restaurant) or a restaurant which offers pre-prepared "homestyle" or "chicken" meals or dinners selfselected from a variety of main courses and side orders for consumption off-premises (whether or not such meals may be consumed on-premises), (iii) Landlord may replace the existing uses in the Shopping Center with substantially similar uses even if such uses violate the provisions of this Section 28.1, provided any such uses which violate the provisions of this Section 28.1 shall not be materially expanded, and (iv) the operation of a food operation for the preparation and sale of ready to eat foods and non-alcoholic beverages in not more than the area typically used for such purpose in the prototypical stores as they exist as of the date of this Lease operated by such retailers as The Gap or Old Navy, Barnes and Noble or Borders, shall be permitted within the Shopping Center. Tenant agrees that notwithstanding the provisions of this Section 28.1, snack foods, juices, pre-packaged groceries, nuts, spices, soda and water (collectively, the "Permitted Foods") and candy and gum may be sold in the Shopping Center; provided, however, that in no event shall (i) more than 5% of the gross floor area of such store or, (ii) 1,000 square feet, whichever is less, be devoted to the sale of the Permitted Foods, except that the sales area for candy and gum shall not exceed the sales area typically devoted to such items in a regionally or nationally recognized drug store. Notwithstanding anything contained in this Section 28.1 to the contrary, any premises in the Shopping Center (as the same exists at the date hereof) which are now subject to a lease which would otherwise be restricted may be used for the purposes permitted by the terms of said lease during the term of said lease and/or any currently permitted extensions thereof. Said premises (as they now exist) may continue to be occupied by the present tenant thereof or by any other tenant for the same purposes for which said premises (as they now exist) may now be used pursuant to said lease. The restriction stated in Sec 28.1(f) of the Lease, for any (i) automobile or truck sales, (ii) storage, (iii) service, washing, or repair operations (except as an incidental use of an automobile parts store or an existing service station), shall be waived. Letter dated 02/10/2025, Pg. 1-2 and Lease, Sec. 28, Pg. 37-40

Town Fair Centers of Maine LLC - Exclusive Use

Landlord agrees not to execute a lease with or allow any tenant or occupant of the Shopping Center to engage in the wholesale or retail sale and/or installation of wheels and tires ("Tenant's Exclusive Use"); provided however that Tenant's Exclusive Use shall not apply to (i) any tenant who occupies 20,000 Rentable Square Feet or more within the Shopping Center, and (ii) any existing tenant whose lease is in effect prior to the Effective Date of this Lease and whose permitted use (as set forth on Exhibit I (the "Existing Tenants")) does not prohibit such tenant from engaging in Tenant's Exclusive Use without Landlord's prior consent. If Tenant's Exclusive Use is violated, Tenant shall provide written notice to Landlord specifying the violation.

Lease, Sec. 4(B-C), Pg. 7-8

EXHIBIT F: FORM RENT COMMENCEMENT DATE AGREEMENT

RENT COMMENCEMENT DATE AGREEMENT

Date of Shopping Center Lease: _____
Landlord: B33 WINDHAM II LLC
Tenant: Salty Dog Adventures, LLC
d/b/a: Salty Dog
Name of Shopping Center: Shaw's Plaza Windham
Premises No. 06

terms in the above-referenced Shopping Center Lease (“**Lease**”). In accordance with Section 1.11 of the Lease, Landlord and Tenant desire to set forth the Rent Commencement Date and the Expiration Date; and to confirm the following:

- 1. Delivery Date
- 2. Commencement Date:
- 3. Rent Commencement Date:
- 4. Expiration Date:
- 5. Tenant Security Deposit:

- 6. Notice Date to exercise first Extension Term:
- 7. Commencement date of first Extension Term:
- 8. Expiration date of first Extension Term:

Tenant’s failure to execute and return this Rent Commencement Date Agreement, or to provide written objection to the contents hereof, within ten (10) days after receipt of this Rent Commencement Date Agreement shall be deemed an approval by Tenant of the contents hereof. Tenant understands that, notwithstanding anything to the contrary contained herein, neither the Rent Commencement Date nor the obligation of Tenant to start paying Base Rent and Additional Rent as of such Rent Commencement Date (or as otherwise required under the Lease) shall be delayed by any failure of Tenant to execute and return this Rent Commencement Date Agreement.

Landlord and Tenant have entered into this Rent Commencement Date Agreement on the date set forth below.

[DO NOT SIGN – THE COMMENCEMENT DATE AGREEMENT WILL BE MADE AS A STAND-ALONE DOCUMENT FOR THE PARTIES TO SIGN AFTER THE RENT COMMENCEMENT DATE IS ESTABLISHED]

LANDLORD: B33 WINDHAM II LLC , a Delaware limited liability company By: _____ Name: _____ Title: _____ Signature Date: _____	TENANT: SALTY DOG ADVENTURES, LLC a Maine limited liability company By: _____ Name: _____ Title: _____ Signature Date: _____ Tenant’s Tax Identification: _____
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EXHIBIT G: SIGNAGE CRITERIA

General Signage Criteria

All signage shall be of the highest quality design and construction. Tenant signage shall be designed to be proportionate in scale to the elevation to which it is affixed. The signage shall be designed to complement the storefront design and general building design.

All interior signs and graphics that are within 5'-0" of the Tenant's storefront must be specifically approved in writing by Landlord.

Each Tenant is required to provide a primary storefront sign for the Premises. One primary building sign is permitted for each Tenant storefront, not to exceed a total of two (2) signs.

The wording of the sign is limited to the tenant's trade name (DBA), logo, hallmark, insignia or other trade identification only. Each party's customary signature or logo, hallmark, insignia or other trade identification will be respected, and consideration given during Landlord's review and approval process.

Tag lines (regardless of DBA) and signs advertising products, services, vendors or containing marketing phrases are strictly prohibited.

Trademark logos (circle R) are strictly prohibited.

No exposed raceways, ballast boxes or electrical transformers will be permitted except as required by Code and as required by special conditions, unless per Landlord detail, based on location, or approved by Landlord. Raceways (where necessary given the sign facade condition) shall be painted to match existing sign facade.

Tenant shall not install any roof top signs.

The size of all tenant signs shall be limited. The scale and concept of the shopping center requires the use of appropriate signage. Tenant signs shall be located on the designated sign panel within the limits of its storefront and shall not project more than 8" beyond the face of the sign panel, measured horizontally.

Tenant signs shall be sized based upon the following:

- If the storefront width is twenty feet (20') or less, the maximum height of the letters shall be 24".
- If the storefront width is greater than twenty feet (20'), the maximum height of the letters shall be 30".
- For Tenants greater than 5000 square feet, the maximum height of the letters shall be 36".
- For Tenants greater than 15,000 square feet, the maximum height of the letters shall be 48".
- For Tenants greater than 24,000 square feet, the maximum height of the letters shall be 60".

The total sign width shall be limited to 70% of the Tenant frontage.

No sign shall be any closer than 18" to the end of the Premises. Landlord reserves the right but is not required to vary these requirements on an individual or overall basis.

Sign letters shall be individual aluminum channel frame (minimum .090) with flat or molded plastic face and mounted with concealed fasteners.

All letters shall be installed with LED, powered by normal factor transformers installed in the letters.

All letters shall be approved by Underwriter Laboratories and carry their seal of approval. The color of the face of the sign letters shall be selected by Tenant and approved by Landlord at its sole discretion.

A Secondary Sign, in addition to the Primary Storefront Sign, may be permitted pending building elevation and space location.

Rear signage, if approved by the landlord, shall be limited to 70% of the allowable front fascia signage.

Sign Company names or stamps shall be concealed (Code permitting).

Non-illuminated signs may be pin-mounted with ½” minimum spacers or, mounted directly to the surface of the building – all letters must be a minimum of 2” thick.

High gloss finishes on the sign face, trim cap and returns are not permitted – use semi-gloss or flat finishes. It is the tenant’s responsibility to verify the finish conditions prior to fabrication.

Trimless lettering is strongly encouraged.

Trim caps will be reviewed on a case-by-case basis - and returns are to be black, bronze or a matching color – gold, silver or chrome will not be permitted.

All attachments, labels, fasteners, mounting brackets, wiring, clips, transformers, disconnects, lamps and other mechanisms required to support the signage must be concealed from view and be weather resistant.

Sign illumination must be connected to a 7-day / 24-hour time clock to be set to the hours specified by Property Management.

Acceptable Primary Storefront Sign Types:

- Dimensional wood, metal, glass, or other material with a permanent appearance, indirectly illuminated.
- Internally illuminated individual channel letters with acrylic faces
- Reverse channel letter with halo illumination, opaque letter-sides and faces and non-reflective background
- Incised signing cast into or carved out of an opaque material, indirectly illuminated
- Sculptural iconographic elements contextual to the storefront design, indirectly illuminated
- Pinned letters with goose neck illumination

Unacceptable Primary Storefront Sign Types:

- Box or cabinet type signs
- Exposed sign illumination or illuminated sign cabinets or modules
- Non-illuminated signs
- Painted signs which are painted directly onto the building sign façade
- Signs employing audible equipment, and/or moving, flashing, or blinking lights
- Signs employing exposed raceways, ballast boxes, or transformers
- Luminous vacuum-formed type plastic letter signs
- Exposed neon
- Cloth, paper, cardboard signs or signs of other temporary or non-durable materials
- Signs using highly reflective finish materials (i.e. polished brass, chrome, etc.)

Display Window Graphics

Decal-type lettering limited to DBA name, tagline and/or logos may be applied to the interior face of storefront glazing as safety markings (not to exceed 4” in height). These will be permitted on every other windowpane at approximately 36” to 42” AFF. Phone numbers, email addresses, web pages, lists of services, etc. will be strictly prohibited.

Credit card decals and store hours may be applied to the inside of the storefront glazing (letter height for store hours shall not exceed 1-1/2” in height).

Awning Signs

Awnings are defined as fabric-type structures over windows or doors with light-gauge framing. Tenant may elect to use a primary awning sign as the primary storefront sign. The primary awning sign shall appear as a logo, emblem or insignia on the awning that is over the storefront entrance and, at Landlord's discretion, on an awning located on a building return. Vinyl letters are not permitted - letters must be screened or sewn on. The primary awning sign over the storefront entrance shall be indirectly illuminated.

Secondary awning signs are awning signs that are in addition to the primary storefront sign. Lettering shall not exceed 4" in height and shall be located on the "apron" edge of every awning.

Awnings shall not be translucent or have internal illumination.

Awning fabric shall have a protective fire-resistant coating with a minimum 5-year warranty against fading.

Awning framework shall be powder-coated to match fabric color. Awning framework cannot be attached to or mounted to the Landlord's storefront glazing system.

Awning shop drawings must be submitted by the Tenant under separate submittal to the Landlord for review and approval, prior to application for permits, fabrication and installation of the awning. These shop drawings shall provide complete information for the Landlord to understand the awning design and appearance. Awning Shop Drawings shall:

- Provide a scaled color storefront elevation showing all awning locations
- Provide a color blow up detail of each awning with full dimensions
- Provide a cross section(s) through each awning with dimensions
- Identify the materials, color scheme, fabrication techniques, mounting installation method (photographs of similar signs should be submitted if available)
- Provide an engineer or architect's stamp that the awning design and installation can withstand hurricane wind loads, if applicable

Canopy Signs

Canopies are defined as heavy-framed protective and/or decorative structures over entrances (for example Tenant might have a canopy over the entrance with awnings over the show windows).

Tenant may elect to use a primary canopy sign as the primary storefront sign. The sign shall conform to the "Acceptable Primary Sign Types" as indicated above.

Blade Signs (if approved for use at the property)

If a blade sign is required, the blade signs are required to meet the following criteria:

- It must match the centers existing blades signs unless the center allows new blade sign designs.
- The blade sign must be submitted as a part of the sign submittal
- The perimeter of the sign cannot exceed 3'-0" x 3'-0" with a maximum square footage of 6 square feet. The tenant shall determine a creative shape and design.
- Maximum letter height shall not exceed 6".
- Minimum clearance height to sidewalk is 9'-0" A.F.F.
- Maximum thickness is 3"
- The maximum projection beyond the storefront shall not exceed 3'-6", including the support bracket.
- The panel must be fabricated from one single panel and constructed of metal, wood, glass or other solid surface material.

- The panel shall be supported by a bracket mounted at a right angle to the building or mounted to the underside of an awning or canopy. The use of chains is not permitted.
- Verbiage of the blade sign is limited to the Tenant's trade name (DBA) and logo. Each Tenant's customary signature or logo, hallmark, insignia, or other trade identification will be respected and reviewed on a case-by-case basis. Graphic representations are not limited in content although they should incorporate imagery consistent with the store theme or product line.
- The graphic element of the blade sign may be paint, enamel, appliqué, dimensional graphic / lettering or may be pushed out of the panel material for a three-dimensional appearance (routed or incised is also permissible).
- Tenant's customary signature or logo, hallmark, insignia, or other trade identification will be respected and reviewed on a case-by-case basis for use as the blade sign design.
- Blade signs may be illuminated.
- One additional Tenant sign shall be erected perpendicular to the storefront, under the canopy, preferably adjacent to the Tenant entrance.
- Landlord reserves the right to approve all graphics and text.

Building Mounted Banners and Projected Signs

This type of sign must be reviewed and approved by Property Management.

Signage Approval Process

Landlord's approval of Tenant's storefront signage shall be based on the size and style of the sign and lettering, the location of the sign within the storefront, and the cohesive integration of the sign into the overall storefront design.

Approval of the Tenant's preliminary design or Working Drawings by the Landlord shall not constitute review and approval of the Tenant's signage. Tenant shall submit one (1) set of the Tenant's sign shop drawings for review and approval by Landlord. Fabrication or installation of the Tenant's signage shall not commence before the Landlord's approval of the sign shop drawings.

The Tenant is responsible for obtaining sign and electrical permits as may be required by the local jurisdiction.

Sign Shop Drawings

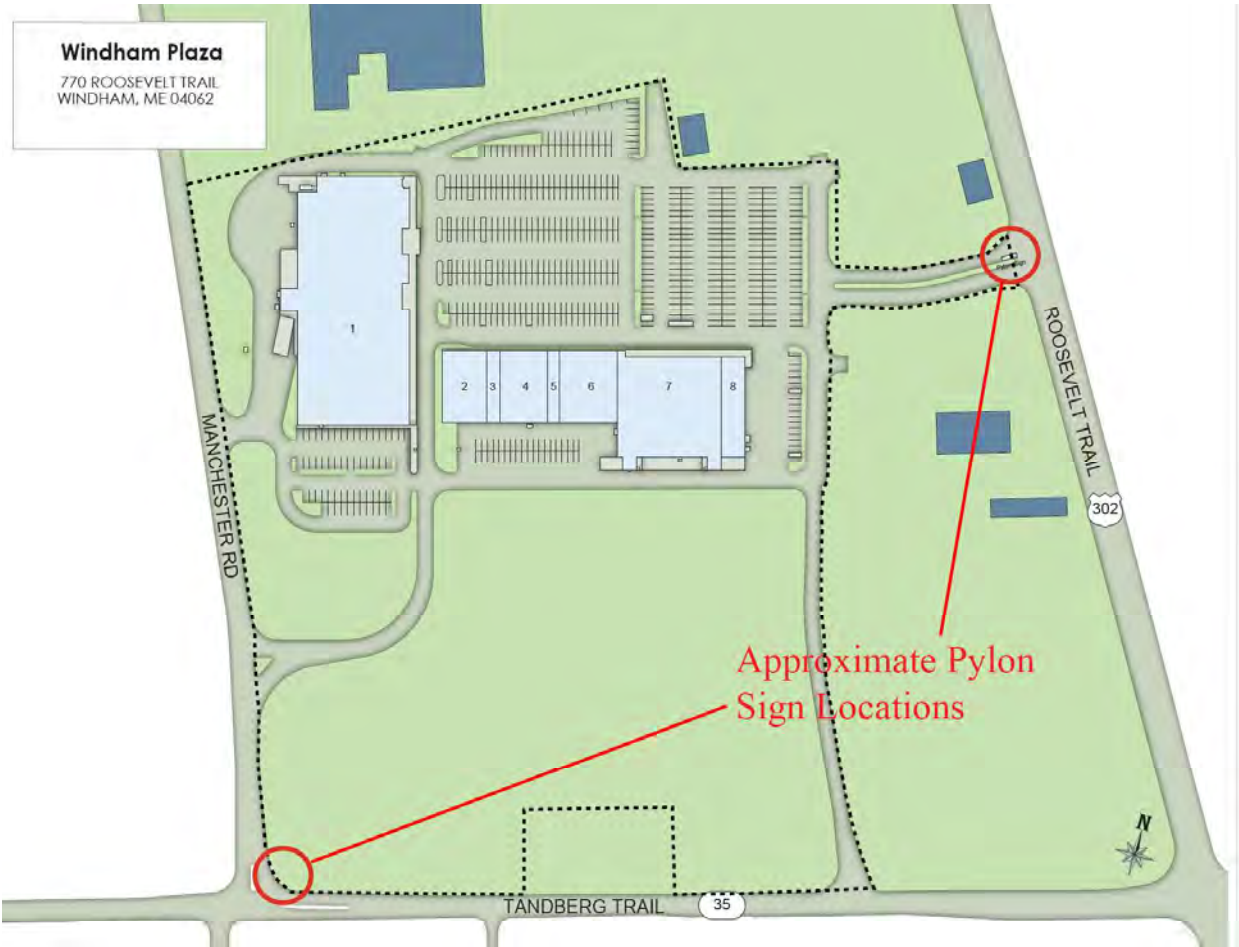
Sign shop drawings must be submitted by the Tenant to the Landlord for review and approval, prior to fabrication, application for permit and installation of the sign. These shop drawings provide complete information for the Landlord to understand the signage design and appearance.

Sign Shop Drawings shall:

- Provide a scaled color storefront elevation showing all sign locations (storefront, blade, awnings, etc.)
- Provide a color blow up detail of each sign with full dimensions
- Provide a cross section(s) through each sign relative with dimensions that identify the materials, color scheme, fabrication techniques, illumination and mounting systems, and the access for repairs and/or re-lamping (photographs of similar signs should be submitted if available)
- Provide a color elevation of all pylon signs including a color blow up of the pylon sign with dimensions, materials, specifications, etc.

Landlord shall not be responsible for the cost of refabrication of signs fabricated, ordered or constructed, that do not conform to the sign criteria, or local Codes and requirements.

EXHIBIT H: PYLON/MONUMENT SIGN EXHIBIT





= Tenant's Panels

EXHIBIT I: OUTDOOR AREA



ATTACHMENT 1: GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("**Guaranty**") by and between Miekal Liberty, individually ("**Guarantor**"), and B33 WINDHAM II LLC, a Delaware limited liability company ("**Landlord**"), is made effective as of the Effective Date (as defined in the Lease) with reference to the following facts:

A. Concurrently herewith **SALTY DOG ADVENTURES, LLC**, a Maine limited liability company ("**Tenant**") is entering into a Shopping Center Lease with Landlord (as may be amended, modified, supplemented or extended from time to time, the "**Lease**") for certain premises located at Shaw's Plaza Windham as more particularly described in the Lease.

B. Landlord has required that Guarantor guaranty the full and complete performance of the obligations of Tenant under the Lease as set forth in this Guaranty.

C. Guarantor has agreed to guaranty the performance of Tenant under the Lease on the terms set forth herein.

NOW, THEREFORE, in consideration of the execution of the Lease by Landlord and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **GUARANTY**. Guarantor, jointly and severally, hereby unconditionally guarantees and promises on demand (collectively, the "**Tenant's Obligations**"):

(a) to pay to Landlord in lawful money of the United States all rents and other sums reserved in the Lease in the amounts, at the times and in the manner set forth in the Lease;

(b) to perform, at the time and in the manner set forth in the Lease, all of the terms, covenants and conditions therein required to be kept, observed, or performed by Tenant;

(c) to pay all debts, liabilities, and other amounts including, without limitation, all Base Rent, Additional Rent, and all other rent as defined in the Lease, due or to become due to Landlord under the Lease, liquidated or unliquidated, and under all bills of sale, evidences of indebtedness, contracts, or any other instruments or security to which Landlord and Tenant are parties, if any, or in which obligations run from Tenant to Landlord or which are delivered to Landlord in connection with the leasing transaction or transactions contemplated by the Lease (all of which bills of sale, evidences of indebtedness, contracts, other instruments, and security are hereinafter collectively called "**Other Agreements**"); and

(d) to perform, at the times and in the manner set forth in the Other Agreements, all of the terms, covenants and conditions therein required to be kept, observed, or performed by Tenant.

This Guaranty is a guaranty of payment and performance of Tenant's obligations under the Lease and Other Agreements, and not of collectability. Guarantor hereby agrees to indemnify, defend and hold Landlord harmless from any and all liabilities, losses, damages, costs and expenses (including but not limited to reasonable attorneys' fees), by reason of a breach or default under the Lease by Tenant or any assignee of the Lease.

2. **PAYMENT AND PERFORMANCE OF LEASE OBLIGATIONS**. Guarantor shall pay all of the foregoing amounts and perform all of the foregoing terms, covenants, and conditions notwithstanding that the Lease or any of the Other Agreements shall be void or voidable as against Tenant or any of Tenant's creditors, including a trustee in bankruptcy of Tenant, by reason of any fact or circumstance including, without limiting the generality of the foregoing, failure by any person to file any document or to take any other action to make the Lease or any of the Other Agreements enforceable in accordance with their terms. Guarantor hereby waives any right it may have to claim that the underlying obligations of Tenant under the Lease are unenforceable.

3. **INTENTIONALLY OMITTED**

4. **TERM.** This Guaranty is continuous and shall terminate on the date that is ninety-five (95) days following the full payment of all rents and all other sums due under the Lease and the Other Agreements and the performance of all of the terms, covenants, and conditions therein required to be kept, observed, or performed by the Tenant, including such payment and performance under agreements made a part of said Lease after the satisfaction of all obligations under the Lease and all earlier agreements with respect thereto.

5. **AUTHORIZATION.** Guarantor authorizes Landlord, without notice or demand, and without affecting Guarantor's liability hereunder, from time to time to:

(a) change the amount, time, or manner of payment of rent or other sums reserved in the Lease and Other Agreements;

(b) extend, accelerate or otherwise change any of the terms, covenants, conditions, or provisions of the Lease and Other Agreements;

(c) amend, modify, change, extend, renew, or supplement the Lease and Other Agreements;

(d) assign Landlord's interest in the Lease and Other Agreements or the rents and other sums payable under the Lease and Other Agreements;

(e) consent to Tenant's assignment of the Lease and Other Agreements or to the sublease of all, or any portion, of the premises covered by the Lease;

(f) take and hold security for the payment of this Guaranty or the performance of the Lease and Other Agreements, and exchange, enforce, waive, and release any such security; and

(g) apply such security and direct the order or manner of sale thereof as Landlord in its discretion may determine.

6. **NO RELEASE.**

(a) Guarantor shall not be released by any act or event which might, but for this provision of this Guaranty, be deemed a legal or equitable discharge of a surety, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of Landlord or its failure to proceed promptly or otherwise as against Tenant or Guarantor, or by reason of any action taken or omitted or circumstance which may or might vary the risk or affect the rights or remedies of Guarantor as against Tenant, or by reason of any further dealings between Tenant and Landlord, whether relating to the Lease or otherwise, and Guarantor hereby expressly waives and surrenders any defense to its liability hereunder based upon any of the foregoing acts, omissions, things, agreements, waivers or any of them; it being the purpose and intent of this Guaranty that the obligations of Guarantor hereunder are absolute and unconditional under any and all circumstances.

(b) The provisions of the Lease may be changed, modified, amended or waived by agreement between Landlord and Tenant at any time, or by course of conduct, without the consent of and without notice to Guarantor. This Guaranty shall guarantee the performance of the Lease as so changed, modified, amended or waived. Any assignment of the Lease (as permitted by the Lease) shall not affect this Guaranty.

7. **BANKRUPTCY EVENTS, PREFERENTIAL PAYMENTS.**

(a) Guarantor agrees that in the event of institution by or against Tenant of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, and if in any such proceedings the Lease shall be terminated or rejected, or the obligations of the Tenant thereunder shall be modified, the Guarantor agrees, that it will continue to pay rents as they become due and continue to perform all obligations of Tenant under the Lease. Guarantor's obligation to make payments in accordance with the terms of this Guaranty shall not be impaired, modified, released or limited in any manner whatsoever by any impairment, modification, release or limitation of the liability of the Tenant or its estate in bankruptcy resulting from the operation of any present or future

provision of the Bankruptcy Code or other statute, or from the decision of any court.

(b) Guarantor further agrees that to the extent Tenant or Guarantor makes any payment to Landlord in connection with the Tenant's Obligations and all or any part of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid by Landlord or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise (any such payment is hereinafter referred to as a "**Preferential Payment**"), then this Guaranty shall continue to be effective or shall be reinstated, as the case may be, and, to the extent of such payment or repayment by Landlord, the Tenant's Obligations or part thereof intended to be satisfied by such Preferential Payment shall be revived and continued in full force and effect as if said Preferential Payment had not been made.

8. **ASSIGNMENT.** Landlord may, without notice, assign this Guaranty in whole or in part in conjunction with an assignment of Landlord's interest in the Lease. Guarantor shall not assign this Guaranty without the prior written consent of Landlord and no assignment of this Guaranty shall waive or release any obligation of Guarantor hereunder.

9. **WAIVER OF DEFENSES.** If Tenant does not pay any sum when due under the Lease or the Other Agreements or perform any other obligation Tenant is obligated to perform pursuant to the terms of the Lease or the Other Agreements, Landlord, in its sole discretion, may proceed directly against Guarantor under this Guaranty without first proceeding against Tenant or exhausting any of its rights or remedies against Tenant. Guarantor waives and relinquishes all rights and remedies accorded by applicable law to guarantors and agrees not to assert or take advantage of any such rights or remedies including, but not limited to:

(a) any right to require Landlord to (i) proceed against Tenant or any person, (ii) proceed against or exhaust any security held from Tenant or pursue any other remedy in Landlord's power before proceeding against Guarantor, or (iii) notify Guarantor of any default by Tenant in the payment of any rent or other sums reserved in the Lease or Other Agreements or in the performance of any term, covenant, or condition therein required to be kept, observed, or performed by Tenant;

(b) any defense arising by reason of any disability or other defense of Tenant or by reason of the cessation from any cause whatsoever of the liability of Tenant, excepting only a termination of Tenant's obligations under the Lease and Other Agreements with Landlord's prior written consent;

(c) the defense of the statute of limitations in any action hereunder or in any action by Landlord under the Lease;

(d) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of Landlord to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons;

(e) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal;

(f) any right to plead that it is the alter ego of Tenant as a defense to its liability hereunder or the enforcement of this Guaranty;

(g) any duty on the part of Landlord to disclose to Guarantor any facts Landlord may now or hereafter know about Tenant, regardless of whether Landlord has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Tenant and of all circumstances bearing on the risk of non-payment or non-performance of any obligations hereby guaranteed; and

(h) any defense arising because of Landlord's election, in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code.

Without limiting the generality of the foregoing or any other provisions hereof, Guarantor expressly waives any and all benefits which might otherwise be available to Guarantor under applicable state law.

10. **WAIVER OF SUBROGATION.**

(a) Notwithstanding any other provision of this Guaranty to the contrary, until the obligations of Tenant under the Lease are fully performed and paid, Guarantor hereby waives any claims or other rights which Guarantor may now have or hereafter acquire against Tenant or any other guarantor of all or any of Tenant's Obligations, which claims or other rights arise from the existence or performance of Guarantor's obligations under this Guaranty or the Lease (all such claims and rights are referred to as "**Guarantor's Conditional Rights**"), including, without limitation, any right of subrogation, any right of surety, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy of Landlord against Tenant or any collateral which Landlord now has or hereafter acquires, including without limitation, the right to take or receive from Tenant payment or security in any form whatsoever on account of such claim or other rights. If, notwithstanding the foregoing provisions, any amount shall be paid to Guarantor on account of any Guarantor's Conditional Rights and either (i) such amount is paid to Guarantor at any time when Tenant's Obligations shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to Guarantor, any payment made by Tenant to Landlord is at any time determined to be a Preferential Payment, then such amount paid to Guarantor shall be held in trust for the benefit of Landlord and shall forthwith be paid to Landlord to be credited and applied upon Tenant's Obligations, whether matured or unmatured, in such order as Landlord, in its sole and absolute discretion, shall determine. In addition, Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protests, notices of dishonor, and notices of acceptance of this Guaranty.

(b) To the extent that any of the provisions of Section 10(a) above shall not be enforceable, Guarantor agrees that until such time as Tenant's Obligations have been paid and performed in full and the period of time has expired during which any payment made by Tenant or Guarantor to Landlord may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Landlord's right to full payment and performance of Tenant's Obligations, and Guarantor shall not enforce Guarantor's Conditional Rights during such period.

11. **FAILURE TO ACT OR DELAY; CUMULATIVE REMEDIES.** No failure or delay on Landlord's part in exercising any power, right or privilege against Tenant or Guarantor shall impair or be construed as a waiver of any such power, right or privilege. All remedies of Landlord against Tenant and Guarantor are cumulative.

12. **AUTHORITY.** Guarantor represents and warrants to Landlord that Guarantor has the power, capacity and authority to execute and deliver this Guaranty and to perform its obligations pursuant to this Guaranty.

13. **KNOWLEDGE.** Guarantor hereby represents and warrants to Landlord that Guarantor has had the opportunity to review the matters contemplated by the Lease and the Other Agreements, including the remedies Landlord may pursue against Tenant in the event of a default under the Lease and the Other Agreements, and Tenant's financial condition and ability to perform under the Lease and the Other Agreements. Guarantor agrees to keep fully informed on all aspects of Tenant's financial condition and the performance of Tenant's obligations to Landlord and acknowledges and agrees that Landlord has no duty to disclose to Guarantor any information pertaining to Tenant.

14. **FINANCIAL STATEMENTS.** Guarantor hereby represents and warrants to Landlord that (a) the financial statements previously delivered to Landlord are the most recent financial statements of Guarantor and are true and complete, (b) no material adverse change in Guarantor's net worth has occurred since the date of such financial statements, and (c) such financial statements accurately represent Guarantor's current financial condition. In addition, upon request from time to time, Guarantor agrees to provide to Landlord, within 30 days of written request, current financial statements for Guarantor, dated no earlier than one (1) year prior to such request, certified as accurate by Guarantor or, if available, audited financial statements prepared by an independent certified public accountant with copies of the auditor's statement.

15. **RELIANCE.** Guarantor, jointly and severally, acknowledges that Landlord is relying upon Guarantor's covenants herein in entering into the Lease with Tenant, and Guarantor undertakes to perform its obligations hereunder promptly and in good faith. Guarantor further acknowledges that Landlord would not execute

the Lease if Guarantor did not execute and deliver to Landlord this Guaranty.

16. **ATTORNEYS' FEES.** Guarantor shall pay reasonable attorney's fees and all other costs and expenses which may be incurred by Landlord in the enforcement of this Guaranty.

17. **INDEPENDENT OBLIGATIONS.** The obligations of Guarantor under this Guaranty are independent of the obligations of Tenant. A separate action or actions may be brought and prosecuted against Guarantor, whether or not an action is brought against Tenant or whether Tenant is joined in any such action or actions.

18. **SUCCESSORS AND ASSIGNS.** This Guaranty shall inure to the benefit of Landlord, its successors and assigns, and shall be binding on the heirs, personal representatives, successors and assigns of Guarantor.

19. **CHOICE OF LAW; VENUE.** This Guaranty shall be governed by and interpreted according to the laws of the state ("**State**") where the Shopping Center (as defined in the lease) is located. In any action brought under or arising out of this Guaranty, Guarantor hereby consents to the jurisdiction of any competent court within the State and consents to service of process by any means authorized by the law of the State.

20. **SEVERABILITY.** If any provision or portion of this Guaranty is declared or found by a court of competent jurisdiction to be unenforceable or null and void, such provision or portion shall be deemed stricken and severed from this Guaranty, and the remaining provisions and portions thereof shall continue in full force and effect.

21. **NOTICES.** All notices, statements, reports or other communications required or permitted hereunder (individually, a "**Notice**") shall be in writing and shall be given to such party at its address set forth below or such address as such party may hereafter specify for the purpose by Notice to the other party listed below. Each Notice shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by certified or registered mail, return receipt requested, deposited with the United States mail with first-class postage prepaid, 72 hours after such Notice is deposited with the United States mail, or (c) if given by overnight courier with courier charges prepaid, 24 hours after delivery to said overnight courier.

If to Landlord:

See Section 1.17 of the Lease.

If to Guarantor:

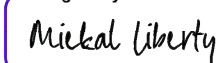
Miekal Liberty
27 fawn woods way
Westbrook, ME 04092

22. **ENTIRE AGREEMENT.** This Guaranty constitutes the entire agreement between Landlord and Guarantor and may be amended, modified or revoked only by an instrument in writing signed by both parties. Landlord and Guarantor agree that all prior or contemporaneous oral understandings, agreements or negotiations relative to the guaranty are merged into and revoked by this instrument and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Landlord unless expressly stated herein.

23. **REVIEW OF GUARANTY.** GUARANTOR HEREBY ACKNOWLEDGES THAT GUARANTOR HAS BEEN AFFORDED THE OPPORTUNITY TO READ THIS DOCUMENT CAREFULLY AND TO REVIEW IT WITH AN ATTORNEY OF GUARANTOR'S CHOICE BEFORE SIGNING IT. GUARANTOR ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE MEANING AND EFFECT OF THIS DOCUMENT BEFORE SIGNING IT.

IN WITNESS WHEREOF, the undersigned has duly executed this Guaranty.

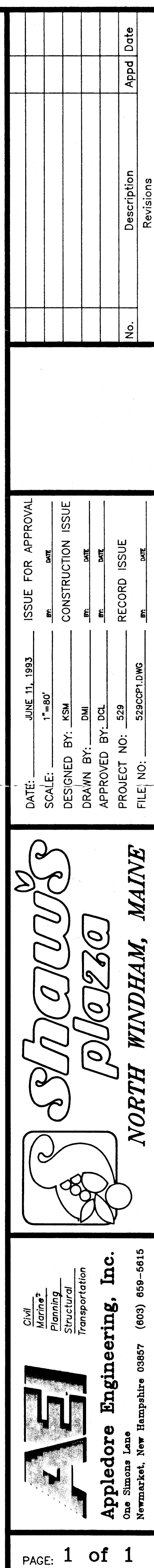
GUARANTOR:

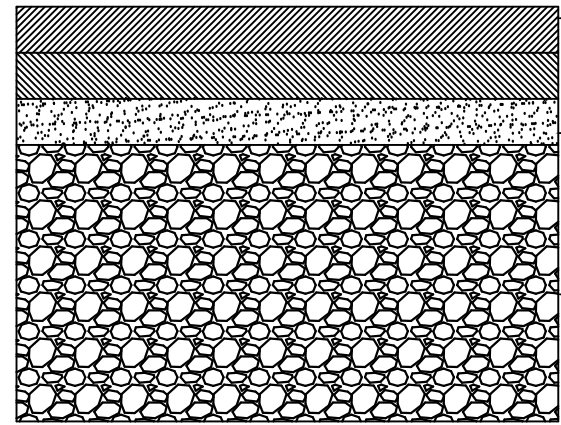


Print Name: _____

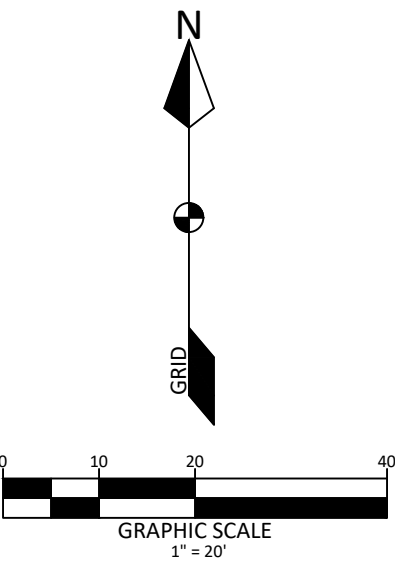
Miekal Liberty, an unmarried resident of the State of Maine

Dated: 2/19/2026





TYPICAL OUTDOOR PLAY AREA SECTION
NOT TO SCALE



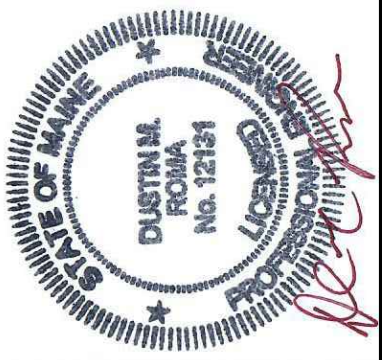
LEGEND	
EXISTING	
	PROPERTY LINE/R.O.W.
	ABUTTER PROPERTY LINE
	SETBACK
	EASEMENT LINE
	GRANITE MONUMENT
	IRON PIN/DRILL HOLE
	CENTERLINE
	BUILDING
	EDGE OF PAVEMENT/CURB

APPROVED - WINDHAM PLANNING BOARD:

CHAIRPERSON	DATE

- GENERAL NOTES:
- THE OWNER OF RECORD OF THE PROPERTY IS B33 WINDHAM II, LLC BY DEED RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 38370 PAGE 320.
 - TOTAL AREA OF THE PARCEL IS APPROXIMATELY 15.8 ACRES.
 - PARCEL TAX MAP REFERENCE: TOWN OF WINDHAM ASSESSORS MAP 70, LOT 1A.
 - PLAN REFERENCES:
 - A) OVERALL SITE PLAN "SHAW'S PLAZA, NORTH WINDHAM MAINE", PREPARED BY APPLIEDORE ENGINEERING INC.
 - HORIZONTAL DATUM: MAINE STATE PLANE, WEST ZONE, NAD83, U.S. FEET.
 - VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
 - ALL EXISTING SITE FEATURES SHOWN HEREON ARE BASED ON PLAN REF #4A.
 - THE PROPERTY IS LOCATED IN THE C-1 DISTRICT.
 - SPACE AND BULK REQUIREMENTS: C-1 DISTRICT

MIN LOT SIZE:	C-1 DISTRICT
MIN STREET FRONTAGE:	NONE
FRONT YARD SETBACK:	100 FT
	10 TO 20 FT (RT. 302)
	0 TO 20 FT (ALL OTHER STREETS)
MIN SIDE/REAR YARD:	6 FT
MAX BUILDING HEIGHT:	75 FT

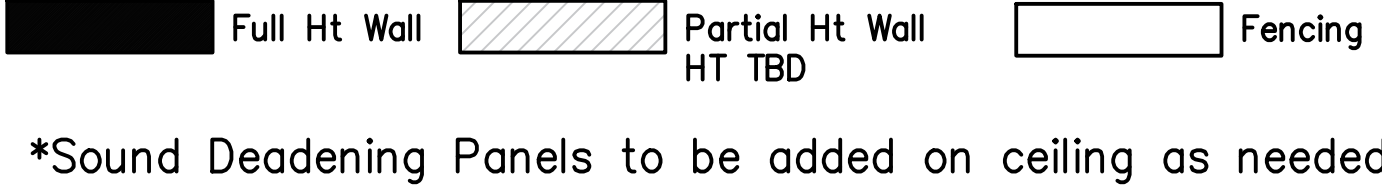


DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055

REV	DATE	BY	DESCRIPTION

SITE PLAN
SALTY DOG ADVENTURES
770 ROOSEVELT TRAIL SUITE 6
WINDHAM, MAINE
FOR:
SALTY DOG ADVENTURES, LLC
27 FAWN WOODS WAY
WESTBROOK, MAINE 04092

26030
JOB NUMBER:
1" = 20'
SCALE:
7-8-2026
DATE:
SHEET 1 OF 1
S-1

Scale
N/A