Fill in this information to identify the case:

Debtor West Marine, Inc.

United States Bankruptcy Court for the: _____ District of Delaware (State)

Case number 26-10794

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

409 FEDERAL STREET, LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
See summary page	See summary page
Contact phone 617-880-3516	Contact phone 508-635-8295
Contact email abraunstein@riemerlaw.com	Contact email scott@chappyproperties.com

Uniform claim identifier (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing? _____

26107942610150000000000005

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 437,346.33 . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Lease

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☐ No

☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 32,986.33

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____



26107942610150000000000005

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/15/2026
MM / DD / YYYY

/s/Scott Ernest Johnson
Signature

Print the name of the person who is completing and signing this claim:

Name: Scott Ernest Johnson
First name Middle name Last name

Title: Director of Property Management

Company: 409 Federal Street, LLC c/o Chappy Property Management
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

26107942610150000000000005

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-1786 | International (310) 751-2686

Debtor:
26-10794 - West Marine, Inc.
District:
District of Delaware

Creditor:
409 FEDERAL STREET, LLC
Riemer & Braunstein LLP, Attention Alan Braunstein
100 Cambridge Street, 22nd Floor

Boston, MA, 02114
United States
Phone:
617-880-3516
Phone 2:
Fax:
Email:
abraunstein@riemerlaw.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Disbursement/Notice Parties:
409 Federal Street, LLC
c/o Chappy Property Management Attention Scott Johnson
163 Washington Street

Auburn, MA, 01501
United States
Phone:
508-635-8295
Phone 2:
Fax:
E-mail:
scott@chappyproperties.com
DISBURSEMENT ADDRESS

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Lease

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
437,346.33

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
Yes, 32,986.33
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Scott Ernest Johnson on 15-Oct-2026 11:06:55 a.m. Pacific Time
Title:
Director of Property Management
Company:
409 Federal Street, LLC c/o Chappy Property Management

VN: 0227875C18986A1D49784DD730A9D91C

Your claim can be filed electronically on Verita's website at https://www.veritaglobal.net/westmarine.

United States Bankruptcy Court for the District of Delaware

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- ☒ West Marine, Inc. (Case No. 26-10794)
- ☐ Marine One Holdco, LLC (Case No. 26-10795)
- ☐ Marine One Parent, Inc. (Case No. 26-10796)
- ☐ Rising Tide Holdings Inc. (Case No. 26-10797)
- ☐ Rising Tide Parent Inc. (Case No. 26-10798)
- ☐ Seascapes, Inc. (Case No. 26-10799)
- ☐ W Marine Management Company, Inc. (Case No. 26-10800)
- ☐ West Marine Products, Inc. (Case No. 26-10801)

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

1. Who is the current creditor?

409 Federal Street, LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Riemer & Braunstein LLP, Attn: Alan Braunstein
Name

100 Cambridge Street 22nd Floor
Number Street

Boston MA 02114
City State ZIP Code

United States of America
Country

Contact phone (617) 880-3516

Contact email abraunstein@riemerlaw.com

Where should payments to the creditor be sent? (if different) 409 Federal Street c/o Chappy Property Management Attn: Scott Johnson
Name

163 Washington Street
Number Street

Auburn MA 01501
City State ZIP Code

United States of America
Country

Contact phone (508) 635-8295

Contact email scott@chappyproperties.com

Uniform claim identifier (if you use one):

_____

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☒ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?**

$ 437,346.33 **Does this amount include interest or other charges?**

☒ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Lease

9. **Is all or part of the claim secured?**

☒ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☐ No

☒ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 32,986.33

11. **Is this claim subject to a right of setoff?**

☒ No

☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. *Check all that apply:* **Amount entitled to priority**

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). $_____
- ☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). $_____
- ☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). $_____
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). $_____
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). $_____
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. $_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☐ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10 / 14 / 2026
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name: Scott (First name) Ernest (Middle name) Johnson (Last name)

Title: Director of Property Management

Company: 409 Federal Street, LLC c/o Chappy Property Management
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 163 Washington Street
Number Street

Auburn (City) MA (State) 01501 (ZIP Code) (Country)

Contact phone: 508.635.8295 Email: scott@chappyproperties.com

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FIRST LEASE AMENDMENT

THIS FIRST LEASE AMENDMENT (this "**Amendment**") is made this 6th day of February 2024 (the "**Amendment Effective Date**") by and between 409 Federal Street, LLC, a Massachusetts limited liability company ("**Landlord**"), successor-in-interest to Waterstone Retail Development, Inc., a Massachusetts corporation (**"Waterstone"**) and West Marine Products, Inc., a Florida corporation ("**Tenant**").

WITNESS:

WHEREAS, Waterstone and Tenant previously entered into that certain lease dated November 1, 2013 (the "**Lease**"), for that certain premises, having an address of 9 Maritime Drive, Mystic, Connecticut, as more particularly described in the Lease (the "**Premises**").

WHEREAS, Landlord purchased the property, took title as sole owner and assumed the Lease with Tenant on November 15, 2022.

WHEREAS, Tenant previously changed its corporate state of domestication from California to Florida by filing the following documents with the Florida Department of State – Division of Corporations: (i) that certain "Articles of Merger of West Marine Products, Inc., a California corporation, With and Into West Marine Products – Florida, Inc., a Florida corporation", effective as of June 2, 2021, and (ii) that certain Amended and Restated Articles of Incorporation of West Marine Products – Florida, Inc., which changed the final name of Tenant to West Marine Products, Inc., a Florida corporation.

WHEREAS, the Lease is scheduled to expire on November 6, 2024.

NOW, THEREFORE, in consideration of the mutual covenants herein contained as well as other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

1. The recitals set forth above are incorporated by reference and made a part of this Amendment with the same force and effect as if restated in full.

2. Capitalized terms, as used herein shall have the meaning as defined herein, and capitalized terms which may be used herein, but not otherwise defined, shall have the same meaning as contained in the Lease.

3. As of the Amendment Effective Date hereof, notwithstanding anything to the contrary contained in the Lease, the parties agree that the Lease shall be modified as follows:

   A. Term. The Term of the Lease is hereby extended for a five (5) year term commencing on November 7, 2024, and expiring on November 6, 2029 (the "**Extension Term**"), unless sooner terminated in accordance with the terms of the Lease. All references in the Lease to the "Term" shall include the Extension Term. All terms and conditions under the Lease shall apply during the Extension Term, except that monthly Base Rent during the Extension Term shall be that set forth in this Amendment.

   B. Renewal Periods. Landlord and Tenant hereby agree that Tenant has two (2) remaining options to extend the Term by consecutive five (5) year Renewal Periods exercisable in accordance with Section 5 of the Lease.

   C. Base Rent. Notwithstanding anything in the Lease to the contrary, Landlord and Tenant hereby acknowledge and agree that Base Rent during the Extension Term and the Renewal Period(s), if applicable, shall be as follows:

Term	Rent/SF	Monthly	Annual
Extension Term (11/7/2024 – 11/6/2029)			
11/7/2024 – 11/6/2025	$25.50/SF	$27,625.00	$331,500.00
11/7/2025 – 11/6/2026	$26.27/SF	$28,453.75	$341,445.00
11/7/2026 – 11/6/2027	$27.05/SF	$29,307.36	$351,688.35
11/7/2027 – 11/6/2028	$27.86/SF	$30,186.58	$362,239.00

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11/7/2028 – 11/6/2029	$28.70/SF	$31,092.18	$373,106.17
1st Renewal Period* (11/7/2029 – 11/6/2034)			
11/7/2029 – 11/6/2030	$29.56/SF	$32,024.95	$384,299.36
11/7/2030 – 11/6/2031	$30.45/SF	$32,985.69	$395,828.34
11/7/2031 – 11/6/2032	$31.36/SF	$33,975.27	$407,703.19
11/7/2032 – 11/6/2033	$32.30 /SF	$34,994.52	$419,934.28
11/7/2033 – 11/6/2034	$33.27/SF	$36,044.36	$432,532.31
2nd Renewal Period* (11/7/2034 – 11/6/2039)			
11/7/2034 – 11/6/2035	$34.27/SF	$37,125.69	$445,508.28
11/7/2035 – 11/6/2036	$35.30/SF	$38,239.46	$458,873.53
11/7/2036 – 11/6/2037	$36.36/SF	$39,386.64	$472,639.73
11/7/2037 – 11/6/2038	$37.45/SF	$40,568.24	$486,818.93
11/7/2038 – 11/6/2039	$38.57/SF	$41,785.29	$501,423.49

*if Tenant exercises its option to further extend the Term for the remaining Renewal Period(s)

D. Additional Rent. During the Extension Term and the Renewal Period(s), if applicable, Tenant shall continue to pay Additional Rent in accordance with the terms of the Lease.

E. Rent Payments. Rental payments, including Base Rent and Additional Rent, shall be sent to Landlord as follows:

409 Federal Street, LLC
C/O Chappy Property Management, LLC
163 Washington Street
Auburn, MA 01501
Attn: Stephanie Rosenquist

F. Notices. Tenant's notice address in the Lease is hereby deleted and replaced with the following:

If to Tenant:

West Marine Products, Inc.
1 E. Broward Blvd., Suite 200
Ft. Lauderdale, FL 33301
Attn: Real Estate Manager
Email: leaseadmin@westmarine.com

With an email copy to:

Paulee Day
Chief Legal and Human Resources Officer
Email: PauleeD@westmarine.com

If to Landlord

409 Federal Street, LLC
C/O Chappy Property Management, LLC
163 Washington Street
Auburn, MA 01501
Attn: Stephanie Rosenquist
Email: stephanie@chappyproperties.com

DocuSign Envelope ID: A19E78E5-A37E-4DB4-96BF-178F96F05494

With an email copy to:

Gordon Rees, LLP
C/O Steven Cunha, Esq
55 Pine Street, 5th Floor
Providence, RI 02903

4. Each party hereby represents and warrants to the other party that it is not aware of any brokers, agents or finders who may claim a fee or commission in connection with the consummation of the transactions contemplated by this Amendment, other than Ares Retail Solutions on behalf of Tenant ("**Tenant's Broker**"). If any claims for brokers' or finders' fees in connection with the transactions contemplated by this Amendment arise, then Landlord and Tenant, as applicable, agrees to indemnify, protect, hold harmless and defend the other party (with counsel reasonably satisfactory to such party) from and against any such claims if they shall be based upon any statement, representation or agreement made by the indemnifying party. Tenant hereby agrees to pay the commission for Tenant's Broker.

5. Except as set forth herein, the parties agree and acknowledge that all other terms, covenants and conditions contained in the Lease are unmodified, in full force and effect, and ratified and confirmed by the parties hereto. The Lease, as modified herein, contains the entire agreement between the parties. This Amendment shall be fully binding upon the parties hereto and their heirs, successors and assigns. Each party hereto warrants and represents that it has the full power and authority to enter into, execute and perform this Amendment, without needing, or having already obtained, the approval or consent of any other party. Any conflict between the provisions of this Amendment and other provisions of the Lease shall be resolved, in favor of the provisions of this Amendment. This Amendment may be electronically signed and delivered in multiple counterparts, and the parties agree that electronically signed documents shall have the same force and effect as originals.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto, intending to be mutually bound hereby, have hereunto set their respective hands as of the date first above written.

LANDLORD:

409 Federal Street, LLC,
a Massachusetts limited liability company

DocuSigned by:
By: _____
Name: Patrick J. Lundgren
Title: Manager

TENANT:

West Marine Products, Inc.,
a Florida corporation

DocuSigned by:
By: _____
Name: Rob Koch
Title: Chief Customer Officer

Additional Supporting Documents Received on 10/15/2026

LEASE AGREEMENT

1. **THIS LEASE AGREEMENT** (hereinafter "Agreement" or "Lease") made and entered into as of the 1st day of November, 2013, between **Waterstone Retail Development, Inc.**, a Massachusetts corporation (hereinafter "Landlord") and **West Marine Products, Inc.**, a California corporation (hereinafter "Tenant").

2. **WITNESSETH:** The parties hereto agree that this Lease sets forth all agreements, covenants and conditions express or implied between the parties, and supersedes any prior oral or written agreements between the parties with respect to the Demised Premises hereinafter described. The following exhibits are attached to this Lease and made a part hereof:

Exhibit "A" - Legal Description
Exhibit "A-1"-Survey
Exhibit "B" - Site Plan
Exhibit "C" - Title Exceptions
Exhibit "D" – Intentionally Omitted
Exhibit "E" - Subordination, Non-Disturbance, and Attornment Agreement
Exhibit "F" - Landlord's Work (Plans and Specifications) & Schedule
Exhibit "G"- Delivery Memorandum
Exhibit "H" – Landlord Costs

3. **PREMISES:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the parcel of land described in Exhibit "A" attached hereto together with the building to be constructed by Landlord thereon substantially in accordance with the site plan attached hereto as Exhibit B (the "Site Plan") and the Approved Plans and Specifications (as defined below) (the "Building"), such land located in the City of Mystic, County of New London, State of Connecticut, located at 0 Maritime Drive, Mystic, CT also shown as Town of Stonington Assessor's Map #150, Block 1, Lot 28A (hereinafter "Demised Premises"). The Demised Premises are leased to Tenant together with all improvements now or hereafter erected thereon in accordance with this Agreement and all rights and appurtenances thereunto belonging and all rights and appurtenances thereunto belonging; access to and rights of way to and from the Demised Premises, the parking area and public highways; and all easements, if any, as shown and described on the site plan prepared by DiCeasre-Bentley Engineers, Inc., a copy of which is to be attached hereto as Exhibit "A-1" (the "Survey"). On or before the Commencement Date, the Landlord at its sole cost shall have the Floor Area of the Building measured by the Landlord's licensed architect in Connecticut, and the Landlord shall provide to the Tenant a certificate of this Floor Area complete with dimensions. The Floor Area shall be calculated as the total dimension of the Building as measured from the outside of exterior walls.

4. **TERM AND COMMENCEMENT:** The term of this Lease (the "Term") shall commence on the

Commencement Date (as hereinafter defined). For the purpose of this Lease, the "Commencement Date" shall be the earlier to occur of the following after the Delivery Date (as hereinafter defined): (a) ninety (90) days after the Delivery Date or (b) the date Tenant opens for the conduct of any retail sales business to the public in any or all of the Demised Premises. For the purpose of this Lease, the "Delivery Date" shall be the date that Landlord has (1) substantially completed the construction and installation of Landlord's Work (as hereinafter defined), (2) delivered possession of the Building to Tenant in vacant broom-clean condition (free of all construction debris, scaffolding and occupants), and (3) delivered to Tenant a certificate of occupancy or other governmental certification required for Tenant to lawfully use and occupy the Demised Premises. Subject to any options to extend and renew this Lease, the Term shall expire ten (10) years after the Commencement Date (the "Initial Lease Term"), unless sooner terminated or extended as herein provided. Upon the Commencement Date, the parties will execute a lease commencement letter setting forth the Commencement Date, the square footage contained within the Building, the Rent for the Demised Premises, the exercise date(s) for any options to extend and renew this Lease, the termination date, and such other information as the parties elect to include.

(A) **Landlord's Delivery.**

(a) Scope of Landlord's Work. Landlord shall deliver the Building to Tenant in turn-key condition in accordance with (i) plans and specifications to be agreed upon pursuant to the procedure set forth below (the "Approved Plans and Specifications"), and (iii) otherwise in accordance with this Agreement. The Approved Plans and Specifications shall include such sanitary and storm sewer facilities and such utilities (including, without limitation, water, electric power and gas) as the Tenant may reasonably require. In addition, Landlord shall: (i) construct, install and improve the parking area as shown on Exhibit "B" (hereinafter "Parking Area") including, without limitation, a loading area for Tenant's exclusive use to be located in the area shown as "Loading Docks" on the plan attached hereto as Exhibit "B" which shall connect with a public street or highway through the Parking Area as shown on Exhibit "B"; and (ii) construct, install and improve the Parking Area with the entrances and exits from and to public streets or highways as shown on Exhibit "B" (all of the above work shall be collectively referred to as the "Landlord's Work").

Landlord and Tenant hereby agree that the Site Plan shows (i) the Building orientation on Demised Premises, parking, ingress/egress, and truck delivery access, and (ii) is a representative dimensioned drawing of the outer perimeter of the Building, showing any zoning or code requirements/constraints known by Landlord. On or before July 22, 2013, Tenant shall provide Landlord with Tenant's building footprint. The building footprint shall consist of a space drawing that includes interior dimensions, columns, partition walls and doors for receiving, office, restrooms, break room, utility room, entrance doors and egress doors. Within ten (10) days thereafter, Landlord shall provide Tenant with interior and exterior elevations. On or before August 20, 2013 Tenant shall provide Landlord with its Design Set of plans. On or before November 8, 2013, Landlord shall provide Tenant with a full set of architectural plans and specifications

(the "Preliminary Landlord Plans") respecting and showing Landlord's Work, including but not limited to (a) the mechanical plan for the heating, ventilating and air conditioning system, (b) the electrical plans, (c) the landscaping plans, (d) the engineering plans, (e) the site layout plan showing building location and parking arrangement, (f) such other plans and drawings relating to the Demised Premises and Landlord's Work as Tenant may reasonably request, and (g) a schedule (the "Schedule") for the construction of Landlord's Work reflecting the time limitations and other deadlines prescribed by the Lease and such other timetables and deadlines as the parties choose to include. Tenant shall have ten (10) Business Days (as hereinafter defined) after the receipt of the Preliminary Landlord Plans and the Schedule to review and approve such Preliminary Landlord Plans and the Schedule or to deliver to Landlord a detailed statement of objections thereto. If Tenant reasonably disapproves the Preliminary Landlord Plans and/or the Schedule, Landlord shall revise such Preliminary Landlord Plans and/or Schedule to remedy such reasonable objections within ten (10) Business Days after Landlord's receipt of such disapproval and shall again submit the Preliminary Landlord Plans and/or Schedule to Tenant for approval. This procedure shall be repeated until both the Preliminary Plans and the Schedule are approved by both Landlord and Tenant. Landlord and Tenant shall indicate their approval of the Preliminary Landlord Plans and the Schedule by initialing same. The mutually approved Preliminary Landlord Plans and the mutually approved Schedule shall be referred to as the "Approved Plans and Specifications." If, after good faith efforts, Landlord and Tenant are unable to agree upon Landlord's Preliminary Plans and/or the Schedule, either Tenant or Landlord shall have the right to terminate this Lease on written notice to the other party. Once the Approved Plans and Specifications are final, Landlord shall forward to Tenant a CAD file of the Approved Plans and Specifications via e-mail and two initialed, 11' x 17' sets of the Approved Plans and Specifications. The Scheduled Completion Date (as hereinafter defined) shall be extended day-for-day for any delay caused by Tenant requested revisions to the Approved Plans and Specifications and the re-bidding of the costs thereof.

(b) Compliance With Laws. All of Landlord's Work shall be constructed, installed, and performed in accordance with the Approved Plans and Specifications, in a good and workmanlike manner, and in accordance with all laws, ordinances, and regulations relating thereto (collectively, the "Landlord's Construction Standards"). To the extent that any given material in the Approved Plans and Specifications is not readily available or would be cost prohibitive, Landlord and Tenant shall agree upon a reasonable substitute therefor.

(c) Permits and Construction of Landlord's Work. Landlord shall use commercially reasonable efforts to diligently obtain a building permit and such other necessary zoning code, site plan, building plan or other governmental authorizations as may be necessary or required for the construction and installation of Landlord's Work (collectively, the "Permits"). No revisions to the Approved Plans and Specifications shall be made by Landlord unless approved in writing by Tenant and Landlord and Tenant agrees to promptly review any changes reasonably required in order for Landlord to timely obtain the Permits. To the extent that Tenant requests any changes to the Approved Plans and Specifications,

Landlord shall incorporate any change orders or changes to the Approved Plans and Specifications requested by Tenant, however, that to the extent that any such changes (i) cause any delay, then the Delivery Date shall be extended on a day-for-day basis based upon such delay, or (ii) substantially increase the costs of Landlord's Work, then Landlord shall deliver to Tenant an estimate of the increased costs and if Tenant agrees to pay for the increased costs, then Landlord shall make such changes and Tenant shall reimburse Landlord for such increased costs in accordance with Section 4(f) below. To the extent that Landlord incorporates such changes, then Landlord shall deliver revisions to the Approved Plans and Specifications to Tenant as soon as reasonably practicable given the circumstances and the nature of the change(s) in which case Tenant shall have three (3) Business Days to confirm acceptance of such revisions. In the event that Tenant fails to respond to Landlord within such three (3) Business Days, then such revisions shall automatically be deemed rejected.

(d) Easements. Landlord reserves the right to establish and grant utility easements provided such easements do not interfere with Tenant's intended use of the Demised Premises or materially alter the positioning of the Demised Premises on the Property as shown on Exhibit "B" attached hereto and made a part hereof.

(e) Inspection of Landlord's Work. Upon at least 24 hour prior written notice to Landlord and solely during Business Hours during the construction and installation of Landlord's Work, Tenant shall have the right (but not the obligation) to enter the Demised Premises, to inspect the construction and installation of Landlord's Work, and to do such other acts and perform such other tests and inspections as Tenant deems reasonably necessary to determine if Landlord's Work is being constructed in accordance with Landlord's Construction Standards. Any such tests and inspections shall be performed so as not to unreasonably interfere with Landlord's Work. If, at anytime during the construction and installation of Landlord's Work, Tenant advises Landlord that such construction and installation is not in conformance with Landlord's Construction Standards, then Landlord shall promptly cure such non-compliance; provided, however, that if a compliance dispute exists between Landlord and Tenant, the determination of an engineer and/or architect licensed in the State of Connecticut mutually selected by Landlord and Tenant relating to the compliance of that portion of the work shall be binding on the parties.

(f) Payment of Improvement Cost for Landlord's Work. Landlord shall pay all costs (including, without limitation, permit, inspection and impact/mitigation fees, general contractor's fees and material costs) associated with constructing Landlord's Work, and insuring that all of Landlord's Work is complete and in good order, condition and repair and in conformance with the Approved Landlord's Plans and Specifications. Tenant shall pay, not later than thirty (30) days following receipt of the invoiced change order from Landlord, for the increased cost, if any, incurred by Landlord as a result of change orders requested by Tenant after the mutual approval of the Approved Plans and Specifications.

(g) Acceptance of Landlord's Work. Tenant shall have thirty (30) days after the

Delivery Date to inspect Landlord's Work and identify any deficiencies in the finishes readily observable by reasonable visual inspection (the "Punchlist Items"). Any deficiencies so identified by Tenant as Punchlist Items will be promptly repaired and corrected by Landlord. Upon the correction of all deficiencies identified as Punchlist Items, and subject to the warranties provided by this Lease and Section 4A(H) below, Tenant shall be responsible for repairing and maintaining the Demised Premises in accordance with this Lease. Tenant's acceptance of the Demised Premises and the Landlord's Work, however, shall not constitute an acceptance of any latent or other defects in same that are not readily observable by reasonable visual inspection nor constitute a release or waiver by Tenant of its rights under any warranties contained in this Lease.

(h) Warranties Re: Landlord's Work. Landlord warrants Landlord's Work for one year after the Delivery Date against construction and materials defects. In addition to the foregoing, Landlord agrees to enforce for Tenant's benefit any warranties obtained by Landlord in connection with the construction of Landlord's Work.

(B) **Delays in Delivery.** Landlord shall use commercially reasonable efforts to (i) obtain the Permits for the construction of the Building and all related site improvements on or before May 1, 2014, and (ii) cause the Delivery Date to occur on or before October 15, 2014, (the "Scheduled Completion Date"), in each case subject to force majeure. Landlord shall memorialize the delivery of the Demised Premises by delivering to Tenant the Delivery Memorandum set forth as Exhibit "G" attached hereto and made a part hereof together with possession of the Demised Premises. Landlord shall provide one hundred twenty (120) days advance written notice to Tenant of the Delivery Date. If the Delivery Date does not occur not due to any delay caused by Tenant or force majeure by the date which is thirty (30) days following the Scheduled Completion Date, then at Tenant's option Tenant may charge Landlord the sum of the twice daily rental rate for each day of delay from and after the date which is thirty (30) days following the Scheduled Completion Date until the Delivery Date (the "Delay Damages") and offset the Delay Damages against its monthly installments of Rent and Additional Rent thereafter payable under this Lease, and the Delivery Date shall be the date that Tenant takes delayed delivery of the Demised Premises.

4.1 **CONDITIONS:**

This Lease and the respective obligations hereunder are subject to;

a. Landlord or Landlord's affiliate acquiring the fee ownership of the Demised Premises not later than June 1, 2014;
b. Landlord obtaining a zoning modification permitting Tenant's use; and
c. delivery of executed Subordination and Non-Disturbance Agreement in accordance with Section 7(A) not later than thirty (30) days following the execution of this Lease Agreement.

5. **RENEWAL OPTIONS:** Landlord grants to Tenant three (3) separate but consecutive options to renew the Term for a period of five (5) years each (hereinafter each period is called a "Renewal Period"), on the same terms and conditions as set forth in this Lease except that Rent during the Renewal Period shall be as set forth hereinafter; provided, however, that in order to exercise any such option, Tenant shall not be in default beyond the applicable cure periods contained herein at the time such option must be exercised and that Tenant delivers written notice to Landlord of the exercise of any such option at least nine (9) months before the expiration of the then existing Term. Any Renewal Period shall become part of the Term and Landlord and Tenant shall execute such documents or amendments to this Agreement as may be reasonably required to document such Renewal Period. During the last nine (9) months of the Term or any Renewal Period in which Tenant has either not timely exercised any remaining renewal options or there remains no additional renewal options, Landlord shall have the right to place signs on the Demised Premises offering such space for lease and to show the Demised Premises to prospective tenants.

6. **BASE RENT & ADDITIONAL RENT:**

(A) Commencing on the Commencement Date and subject to adjustment to reflect the actual Floor Area of the Building under Section 3 of this Lease, Tenant agrees to pay to Landlord as annual base rent payable in equal monthly installments (the "Base Rent")(subject to adjustment as set forth in Section 6.1, Rental Adjustment)(unless such Base Rent shall be abated or diminished as in this Lease elsewhere provided) the following:

(i) During the first five (5) years of the Term, and if the Commencement Date is not the first day of a month, then up to and including the last day of that month in which the fifth (5^{th}) anniversary of the Commencement Date occurs, the monthly sum of twenty-seven thousand seven hundred thirty-three and 33 /100 dollars ($27,733.33)($332,800.00 annually), which amount is based upon a rate of twenty-five and 60/100 dollars ($25.60) per square foot of the Floor Area of the Demised Premises; and

(ii) During the sixth (6^{th}) year through the remainder of the Term tenth (10^{th}) year of the Term, the monthly sum of thirty thousand five hundred six and 67/100 dollars ($30,506.67)($366,080.00 annually), which amount is based upon a rate of twenty-eight and 16/100 dollars ($28.16) per square foot of the Floor Area of the Demised Premises.

(B) Landlord and Tenant agree that the monthly Base Rent for the first Renewal Period, if exercised, shall be the monthly sum of thirty-three thousand five hundred fifty-seven and 33/100 dollars ($33,557.33)($402,688.00 annually), which amount is based upon a rate of thirty and 98/100 dollars ($30.98) per square foot of the Floor Area of the Demised Premises. Landlord and Tenant agree

that the monthly Base Rent for the second Renewal Period, if exercised, shall be thirty-six thousand nine hundred thirteen and 07/100 dollars ($36,913.07)($442,956.80) based upon a rate of thirty-four and 07/100 dollars ($34.07) per square foot per annum of the Floor Area of the Demised Premises. Landlord and Tenant agree that the monthly Base Rent for the third Renewal Period, if exercised, shall be forty thousand six hundred four and 37/100 dollars ($40,604.37)($487,252.48) based upon a rate of thirty-seven and 48/100 dollars ($37.48) per square foot per annum of the Floor Area of the Demised Premises.

(D) Items designated as Additional Rent herein shall be payable at the time indicated in the specific section requiring payment for such item.

(E) As Additional Rent, Tenant shall pay to Landlord all Taxes (as defined below) during the Term prior to delinquency. All Taxes for any partial tax years within the Term shall be prorated. Landlord shall ensure that all tax bills are paid directly by Landlord prior to the due date thereof. For purposes hereof, the word "Taxes" shall mean all real estate taxes and general assessments imposed upon the Building, the Demised Premises, the Land and the sidewalks, roadways and parking areas located thereon paid by Landlord. If Landlord incurs any costs or expenses (including, but not limited to, reasonable attorneys' fees) in connection with its efforts to reduce or minimize increases in the Taxes and/or the assessed value of the Demised Premises, any and all such expenses shall be added to, and made a part of, the Taxes for the year to which they relate. Tenant shall pay to the appropriate governmental authority any use and occupancy tax. In the event that Landlord is required by law to collect such tax, Tenant shall pay such use and occupancy tax to Landlord as Additional Rent upon demand and Landlord shall remit any amounts so paid to Landlord to the appropriate governmental authority.

(F) Tenant shall pay for all utilities furnished to the Demised Premises during the Term as they become due and shall indemnify and hold Landlord harmless for all costs and expenses due to Tenant's failure to timely make such payment.

(G) All Base Rent and Additional Rent shall be due and payable on the 1st calendar day of the month for each month of the Term and Renewal Period to the extent exercised. If the due date for any Base Rent or Additional Rent falls on a Saturday, Sunday or legal holiday, such due date shall be the following Business Day. For any partial calendar month during the term of this Agreement, Base Rent and Additional Rent payments shall be prorated based upon the actual number of days in said calendar month. All rental payments under this Lease shall be paid in United Stated currency and sent to Landlord at the address set forth below, or at such other address as Landlord may

designate from time to time by written notice to Tenant. All sums payable by Tenant to Landlord under this Lease other than Rent are deemed to be "Additional Rent." The term "Rent," "rents," "rental" or "rentals" as used in this Lease mean Base Rent and Additional Rent. Rental payments shall be sent to Landlord as follows:

c/o Waterstone Realty
145 Rosemary Street
Needham, MA 02494
Attention: Neal Shalom

(H) If any portion of Rent, Additional Rent or any other sum payable to Landlord hereunder shall be due and unpaid for more than five (5) days after its due date, Tenant shall pay a late charge equal to five percent (5%) of the late payment. If any payment tendered by Tenant shall fail collection on presentment, Tenant shall reimburse Landlord for all charges imposed by Landlord's bank on account thereof and pay to Landlord a bad check fee equal to the lesser of (a) $100.00 and (b) the maximum charge permitted by law. In no event shall Landlord be deemed to contract for or receive charges by way of interest or otherwise in excess of those permitted by law and any sum paid in excess of that permitted shall be refunded or credited to Tenant.

6.1 **RENTAL ADJUSTMENT**: Notwithstanding anything in this Lease to the contrary, Rent for the first five (5) years of the Term, shall be based upon the Development Assumptions & Input attached hereto as Exhibit "H" and made a part hereof. Within sixty (60) days after the Delivery Date ("Reconciliation Date"), Landlord shall provide Tenant with a detailed statement of all Costs together with supporting paid invoices and any other documentation reasonably requested by Tenant substantiating the same. Landlord and Tenant shall reconcile the Costs and Rent figures for all months beginning with the Commencement Date and continuing through the Reconciliation Date. If the monthly Rent paid since the Commencement Date is in excess of the monthly Rent to be paid for the Term based upon reconciliation of the Costs, Landlord shall credit any overpayment to Tenant's next payment of Rent. Annual rent during any succeeding five (5) year period shall be calculated by multiplying the annual rent during the preceding five (5) year period by one hundred ten percent (110%).

7. **LANDLORD'S TITLE:**

(A) Landlord covenants that Landlord has fee simple title to the Demised Premises described on Exhibit "A" hereof and has full right and authority to make this Lease; that to the best of Landlord's knowledge, said premises are free and clear of and from all liens, restrictions, leases and

encumbrances, except as set forth in Exhibit "C", and to Landlord's knowledge, that there are no laws, ordinances, governmental rules or regulations or title restrictions or zoning or other matters which will restrict, limit or prevent Tenant's operation of a marine supply, boating gear and boating apparel store in the Demised Premises Landlord warrants and represents to Tenant that no other person or entity, to the best knowledge of Landlord, possesses any contractual, leasehold or other exclusive right to sell any goods, products, or services at the Demised Premises that would be violated by Tenant's sale of supplies, equipment and/or apparel for marketed or sold for marine and boating uses. Landlord will indemnify, defend and hold Tenant harmless from and against all costs, losses, expenses (including reasonable attorneys' fees and costs), or judgments associated with the violation or asserted violation of any such contractual, leasehold or other actual or purported exclusive right to the extent same relates to or arises from Tenant's sale of supplies, equipment and/or apparel for marine and boating uses. Landlord covenants that so long as Tenant is not in default hereunder beyond the applicable cure periods, Tenant shall have quiet and peaceful possession and enjoyment of the Demised Premises and of all rights and appurtenances thereunto belonging. Landlord represents that (i) the Demised Premises is platted as a separate tax parcel, and (ii) Landlord has provided copies of the following documents to Tenant, to the extent such documents are in Landlord's possession or control and all of which are delivered to Tenant without warranty or representation by Landlord of any kind: Survey, geotechnical engineering report(s), environmental report(s), and Landlord's title commitment or policy.

(B) Concurrently, with the execution of this Lease, Landlord and Tenant have executed a Notice of Lease. Immediately after commencement of the Term, Landlord and Tenant shall execute an Amended Notice of Lease which sets forth the actual commencement date of this Lease (if different from the previously recorded Notice of Lease). Either Landlord or Tenant may record the Notice of Lease and the Amended Notice of Lease and each party agrees to cooperate with the other to facilitate such recording.

(C) At or prior to the execution of this Lease, Landlord agrees (at its own cost and expense) to furnish to Tenant proof reasonably satisfactory to Tenant that Landlord's title at the time of recording said Notice of Lease was in accordance with the foregoing covenants, that the Demised Premises as described in Exhibit "A" is the same as shown outlined on Exhibit "B".

(D) Landlord represents, warrants and agrees and this Lease is made and entered into upon the express condition that the Demised Premises shall, subject to the Section of this lease entitled EMINENT DOMAIN, always have as a part thereof a Parking Area as shown on Exhibit "B"

annexed hereto, to furnish parking spaces without charge to all customers of Tenant at the Demised Premises seeking same. The Landlord acknowledges that adequate parking is of utmost importance to the Tenant and Tenant acknowledges that the Parking Area shown on Exhibit B hereto and in the Preliminary Landlord Plans is adequate for Tenant. The Parking Area and entrances to the Demised Premises shall not be altered without the Tenant's prior written approval.

8. **SUBORDINATION AND NON-DISTURBANCE:** Subject to Tenant's receipt of a Subordination, Non-disturbance and Attornment Agreement from Landlord's current lender, if any, and from each lender thereafter based on such future lender's then-current commercially reasonable form, this Lease shall be subject and subordinate to all current or future Mortgages or Deeds of Trust covering the Demised Premises or Landlord's leasehold interest in the Demised Premises and to all renewals, modifications, consolidations, replacements and extensions thereof, provided concurrent with the execution of this Lease, Landlord and its Mortgagee, if any, shall execute and deliver to Tenant duly acknowledged triplicate counterparts of a Subordination, Non-Disturbance and Attornment Agreement in substantially the form attached as Exhibit "E" or on such other form proposed by Landlord or Landlord's mortgagee and reasonably acceptable to Tenant. Wherever reference is made to a mortgage or mortgagee in this Lease, such reference shall be deemed to include a deed of trust or the holder of a deed of trust. Not later than ten (10) Business Days following written request from Landlord or Landlord's lender, Tenant hereby agrees to promptly execute a Subordination, Non-Disturbance and Attornment Agreement in a commercially reasonable form proposed by Landlord or Landlord's lender and reasonably acceptable to Tenant.

9. **POSSESSION:**

(A) Upon commencement of the Term, the covenant of Landlord set forth in Subsection (A) of the Section of this Lease entitled LANDLORD'S TITLE shall be in force except for matters junior to this Lease and the Demised Premises shall be unoccupied. At such time, the Building and any other improvements erected upon the Demised Premises shall be in compliance with all laws, ordinances and regulations relating to the use, occupation and construction thereof.

(B) Tenant agrees to deliver to Landlord physical possession of the Demised Premises upon the expiration or earlier termination of the Term in good condition excepting, however, ordinary wear and tear, damage by fire, or any other casualty insured against under policies maintained or required to be maintained by Landlord. Tenant shall have removed all of its personal property and the Demised Premises shall be in broom clean condition.

10. **ASSIGNMENT AND SUBLETTING**:

(A) Upon thirty (30) days prior written notice to Landlord, Tenant may assign this Lease or sublet the Demised Premises or any part thereof, without the consent of Landlord, but notwithstanding any such subletting or assignment, Tenant shall remain primarily liable for all payments due to Landlord pursuant to this Lease and for the performance of all other the terms and conditions of this Lease.

(B) Landlord shall have the option, in its sole discretion, in the event of any proposed subletting or assignment, to terminate this Lease, or in the case of a proposed subletting of less than the entire Demised Premises, to recapture the portion of the Demised Premises to be sublet, as of the date the subletting or assignment is to be effective. The option shall be exercised, if at all, by Landlord giving Tenant written notice within thirty (30) days following Landlord's receipt of Tenant's written notice as required above. However, if Tenant notifies Landlord, within five (5) days after receipt of Landlord's termination notice, that Tenant is rescinding its proposed assignment or sublease, the termination notice shall be void and the Lease shall continue in full force and effect. If this Lease shall be terminated with respect to the entire Demised Premises pursuant to this section, the Term of this Lease shall end on the date stated in Tenant's notice as the effective date of the sublease or assignment as if that date had been originally fixed in this Lease for the expiration of the Term. If Landlord recaptures under this section only a portion of the Demised Premises, the square footage of the Demised Premises shall be reduced by the amount so recaptured and the rent to be paid by Tenant from time to time during the unexpired Term shall be based on the resulting square footage of the Demised Premises as of the date of such recapture. Tenant shall, at Tenant's own cost and expense, discharge in full any Tenant incurred outstanding commission obligation which may be due and owing as a result of any proposed assignment or subletting.

(C) In connection with any completed assignment or sublet, Tenant will reimburse Landlord for Landlord's attorney costs in an amount not to exceed $500.00.

11. **PROTECTIVE COVENANT**: Landlord shall obtain for the benefit of Tenant an agreement that the owners of the adjacent property shall not permit the operation of a retail and/or wholesale business for the sale and/or distribution of supplies, equipment and apparel for marine and boating uses on the adjacent property during the Term of the Lease or any extension thereof so long as Tenant is operating a retail and/or wholesale business for the sale and/or distribution of supplies, equipment and apparel for marine and boating uses on the Demised Premises.

12. **LANDLORD'S REPAIRS**:

(A) Landlord shall, at its sole cost and expense, cure any latent defects as a result of Landlord's Work in or to the Demised Premises during the Lease Term.

(B) Landlord shall, at its sole cost and expense, maintain in good working order and repair throughout the Term: all the exterior portions and structural elements of the Demised Premises including the storefront, or the building of which the Demised Premises is a part and the appurtenances thereto and any improvements outside of the Demised Premises erected by Landlord for Tenant, including but not limited to the roof, roof structures, roof membrane, roof ballast and supports, foundations and structural supports, walls (except interior painting), termite and dry rot protection, exterior doors, floors (excepting floor covering) and mechanical equipment and conduits embedded in the floors, gutters, downspouts, streets, parking lot, curbs and sidewalks. Landlord shall also maintain in good order and repair throughout the Term the utility lines servicing the Demised Premises to the extent not maintained by public utility companies, and the electrical, sprinkler, plumbing and sewer systems and other mechanical installations and facilities that are installed in the building by or for Landlord or that are installed in other parts of Demised Premises by or for Landlord to service the Building. If the Demised Premises has a sprinkler system, then Landlord shall, at Landlord's cost, cause the sprinkler system serving the Demised Premises to be constantly monitored to make certain water is not flowing from the system and the tamper switch on the valve of the sprinkler system is open. Landlord shall keep Tenant informed of the name, address and telephone number of the person or company performing the monitoring. Landlord shall also make and pay for all other repairs to the interior of the Demised Premises necessitated by; (i) Landlord's failure to make any repairs required of it hereunder, or (ii) defective workmanship or materials in the construction as it existed immediately prior to the Commencement Date or of any other improvements outside of the Demised Premises erected by Landlord for Tenant. Landlord specifically agrees to repair any and all damage caused by settling, expansion or contraction of the building and/or the land underneath the building, parking or common areas. Landlord shall not alter or remodel the exterior of the Demised Premises without Tenant's prior written consent, and any request for such consent shall be accompanied by plans and specifications for such work approved by applicable governmental authorities, together with Landlord's proposal for removing, storing and replacing Tenant's sign and furnishing temporary signs for Tenant while the work is being performed. Unless required by law or due to casualty, Landlord shall refrain from commencing any such remodeling of the exterior of the Demised Premises during the months of March through September, Tenant's high sales season.

(C) Landlord shall deliver and hereby warrants that upon delivery the building systems (HVAC, electrical, and plumbing) shall be in good working order and repair. Landlord agrees to assign any and all warranties (including but not limited to, the HVAC warranty) obtained from

construction of the improvements to Tenant and warrants the HVAC during the Initial Lease Term. Thereafter, Tenant, at its sole cost and expense, agrees to maintain the HVAC system in good and working condition and to repair the HVAC as needed during any extension of the Term. Landlord shall be responsible to replace any portion of the HVAC system as needed.

(D) Anything in this Lease to the contrary notwithstanding, if; (i) the Landlord fails to commence all required repairs or replacements within three (3) Business Days of receipt of the Tenant's written request and thereafter diligently prosecute the same to completion, or (ii) if in an emergency and after Tenant's good faith effort to give either written, personal or telephonic notice to the Landlord the Landlord fails to commence repair as soon as reasonably possible thereafter; Tenant may make such repairs at Landlord's cost. Landlord agrees to pay Tenant the cost of such repairs on demand.

(E) If Tenant is deprived of the use of any material portion of the Demised Premises for a period of more than three (3) consecutive Business Days during the making of any repairs, improvements or alterations by Landlord under any provisions of this Lease, all Rent and other sums payable hereunder shall abate for such period that Tenant is deprived of such use. All repairs, improvements or alterations by Landlord under any provisions of this Lease shall be diligently commenced and completed. Furthermore, if Landlord fails within three (3) days following Landlord's receipt of written notice of the need therefor from Tenant to commence any repairs required to be made by Landlord to stop any leaks of water into the Building or if Landlord thereafter fails to complete any such repairs or replacements with diligence, then, in either event, the Rent and all other sums due hereunder shall abate until such time as such repairs and/or replacements are completed. For purposes hereof, "material portion" shall mean those areas of the Demised Premises which are integral to Tenant's business.

(F) Landlord and its agents shall have access to the Demised Premises during Tenant's business hours during the Term of this Lease and any extensions thereof in order for Landlord to comply with this Section 12. Except in the case of emergency, Landlord shall give prior notice to Tenant of any contractors who will be conducting any repairs or other work at the Demised Premises.

13. **TENANT'S REPAIRS, ALTERATIONS AND MAINTENANCE**: Subject to Landlord's obligations under the Section of this Lease entitled LANDLORD'S REPAIRS, Tenant shall make and pay for all ordinary non-structural repairs to the interior of the Building including interior walls, storefront glass and floor covering, as well as maintaining all mechanical equipment (including but not limited to HVAC) serving the Building arising from Tenant's operation of business therein not occasioned by ordinary wear and tear,

fire or other casualty. In addition, Tenant shall, at its sole cost and expense, maintain and repair, but not replace the site improvements (including the parking area, lighting, signage, etc.) located on the Property. Tenant shall arrange for the landscaping, cleaning, sweeping, restriping and snow removal for the Parking Area at Tenant's sole cost and Tenant shall maintain the Parking Area in good condition. Tenant may make and shall pay for any alterations and improvements ("Alterations") to the Building as Tenant deems desirable and Tenant agrees that all such Alterations shall be made in a good and workmanlike manner and in such fashion as not to damage or diminish the value of the Building; provided, however, that Tenant shall not make: (i) any structural Alterations to the Building or additions to the Building without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion, or (ii) cosmetic Alterations to the Building exceeding $50,000 in the aggregate per annum without the prior written consent of Landlord, which consent for cosmetic Alterations shall not be unreasonably withheld, conditioned or delayed; provided further, however, that if the proposed Alterations will adversely affect the exterior or structural components of the Building, Landlord may withhold its consent to such Alterations in Landlord's sole discretion. If Tenant's construction of any Alterations, additions and improvements in and to the Building requires the penetration of the roof, then Tenant shall use Landlord's roofing contractor to perform such penetration in accordance with any and all warranties.

(A) All Alterations shall be made (i) at Tenant's sole cost and expense, (ii) according to plans and specifications approved in writing by Landlord (to the extent plans, specifications, and/or Landlord's consent is required), (iii) in compliance with all laws, (iv) by a licensed contractor, and (v) in a good and workmanlike manner.

(B) Tenant shall keep the Demised Premises and the Building free from any liens arising out of any work performed, materials ordered or obligations incurred by or on behalf of Tenant. Without limitation, Tenant shall be responsible for, and shall pay when due, all costs associated with the preparation of plans and the performance of Alterations, and the same shall be performed in a lien-free, good and workmanlike manner, and in compliance with all laws. In the event that Tenant shall fail to pay the costs associated with Alterations on a timely basis, and as a result of such failure, a statutory and/or common law lien is asserted against the Demised Premises or the Building, and Tenant shall fail, within twenty (20) days after notice of such assertion, to cause (by payment, posting of a proper bond, or otherwise) such lien to be released of record, Landlord shall have the right (but not the obligation), at Tenant's expense, to cause such lien to be bonded over or released of record.

(C) Tenant shall ensure that all contractors and subcontractors performing Alterations are insured in amounts required by law. If Landlord requests, certificates of such insurance shall be delivered

to Landlord. Tenant's shall exonerate, indemnify, defend, protect and save Landlord harmless, from all activities and work done by and on behalf of Tenant pursuant to this Section 13, excluding work done by Landlord or its contractors whether or not on behalf of Tenant .

(D) Tenant agrees that Landlord shall have the right to examine and inspect any Alterations; provided, however, that no such examination or inspection shall constitute an approval or warranty or give rise to any liability of Landlord with respect to any thereof.

(E) Tenant shall provide copies of any warranties for Alterations and the materials and equipment which are incorporated into the Demised Premises and the Building in connection therewith, and either assign to Landlord, or enforce on Landlord's behalf, all such warranties to the extent repairs and/or maintenance on warranted items would be covered by such warranties and are otherwise Landlord's responsibility under this Lease.

(F) On surrendering possession of the Demised Premises to Landlord at the expiration or sooner termination of this Lease, Tenant shall not be required to restore the same to the condition existing at the commencement of the Term and Landlord agrees to accept the Building with all alterations and improvements made by Tenant in accordance with this Section 13. Except for Tenant's furniture, trade fixtures and equipment (which shall remain the property of Tenant) and which Tenant shall have fully removed from the Demised Premises at the expiration or sooner termination of the Lease, all alterations, additions and leasehold improvements made by Tenant shall be and become Landlord's property upon the expiration or earlier termination of the Term of this Lease.

13.1 **TENANT'S SIGNAGE:** Landlord acknowledges that prominent use of Tenant's trademarked national signage is essential to Tenant's business and occupancy for the Demised Premises.

(A) Tenant may erect or authorize the installation of signs, of the maximum allowable size and in the maximum allowable quantity, under prevailing law, (which Tenant deems necessary to the operation of its business) on the exterior of the Building identifying same as Tenant's store.

(B) Tenant shall be allowed to place its sign panels on the pylon/monument sign to be built by Landlord for Tenant, as allowed by code. Landlord shall construct at its cost either the pylon or monument sign and Tenant shall provide and pay for its own panels and installation on such sign. Landlord will provide building elevation drawings to Tenant and proposed sign plans. All signage shall be subject to, in and compliance with, all applicable codes and regulations. Tenant may at any time or from time to time remove its building or pylon signage or change such signage to reflect new designs, at

Tenant's sole cost and expense. Tenant may use its standard colors and logo in all signage. Landlord shall not and may not install or maintain, or permit anyone other than Tenant to install, maintain, remove or modify, any signs on the exterior or roof of the Building or within the air space above the Building during the Term of this Lease or any extensions or renewals thereof. Landlord shall not alter, modify, remove, relocate or replace or cause any of the aforementioned to be done to any of Tenant's signs.

(C) There shall be no cost for the Tenant for its signage, other than the cost to the Tenant of constructing, installing and removing such signs, and obtaining any governmental consent.

14. **COMPLIANCE WITH LAWS**: Tenant shall make and pay for non-structural improvements and alterations to comply with all laws, rules or regulations of any governmental authority (individually or collectively the "Laws") promulgated after the commencement of the Term applying to the physical condition of the Demised Premises and arising from Tenant's conduct of business in the Demised Premises. Landlord agrees to make and pay for all other repairs, improvements or alterations to the Demised Premises required by any such authority. The Landlord represents, to the best of Landlord's knowledge, to the Tenant and acknowledges the Tenant's reliance thereon that as of the Commencement Date, the Demised Premises shall materially comply with all Laws.

15. **TENANT'S FIXTURES, EQUIPMENT AND INVENTORY; TENANT'S LENDER'S RIGHTS**

(A) Tenant shall be allowed access, either underground or aerial as required by Tenant's telecommunications supplier, to all telecommunications lines and facilities, including the right to install at Tenant's expense on an exterior wall or roof area a digital communications reflector no larger than one meter in diameter, complete with attached cable to the Building, provided, however, (i) that such installation shall be only upon the prior written consent of Landlord, which consent shall not be unreasonably withheld, and Tenant shall submit plans and specifications to Landlord describing any equipment to be installed on the roof for Landlord's review, (ii) Tenant shall not install anything that would impair Landlord's roof warranty and any such installation shall be done in coordination with Landlord's roof contractor and Landlord shall have the opportunity to have a representative present at all times while Tenant or its contractors are on the roof, (iii) Tenant shall reimburse Landlord for Landlord's costs in connection with review of any plans and attendance at the Demised Premises in connection herewith, and (iv) any such installation shall be in compliance with all applicable law.

(B) Tenant may install or locate in the Demised Premises such fixtures (trade or otherwise), inventory and equipment as Tenant deems desirable and all of said items shall remain Tenant's

property whether or not affixed or attached to the Demised Premises. Tenant may remove said fixtures, inventory and equipment from the Demised Premises at any time and from time to time during the Term and Tenant shall have removed all such items at the expiration or sooner termination of this Lease. Landlord shall not acquire any rights in said fixtures, inventory or equipment, nor shall it mortgage, pledge or encumber said fixtures, inventory or equipment. Landlord hereby waives, disclaims and releases any and all statutory and contractual lien rights and rights of levy, distraint, and possession for sale for unpaid rent which Landlord may have on any of Tenant's fixtures, inventory or equipment. Tenant shall promptly repair any damage to the Demised Premises caused by Tenant's removal of any such fixtures, inventory or equipment. Notwithstanding the foregoing, in the event that Tenant leaves any personal property in or at the Demised Premises on the date which is thirty (30) days following the expiration or sooner termination of this Lease, then, Landlord may remove such personal property from the Demised Premises and dispose of such personal property in accordance with applicable law.

(C) Tenant may enter into loan arrangements from time to time with lenders and grant to such lenders liens on its present and future assets, including without limitation, inventory, equipment and fixtures which may be installed or located in the Demised Premises. Landlord agrees for the benefit of such lenders that, at the option of such lenders, the Tenant's property may remain upon the Demised Premises (without such lenders being deemed to be taking possession of the Demised Premises) for a period not to exceed 30 days after; (i) such lender's receipt of written notice from the Landlord directing removal of Tenant's property; or (ii) Landlord's receipt of written notice from such lenders (or an agent acting on their behalf) stating that Tenant is in default in payment or performance of obligations owed to such lenders. If such lenders use this option, during said 30-day period, such lenders shall pay rent to the Landlord in an amount equal to the rentals for such period provided under the Lease prorated per diem on the basis of a 30-day month, but without incurring any other obligation of Tenant. Landlord agrees for the benefit of such lenders that such lenders or their representatives may advertise and conduct a public auction or private sale of the Tenant's property during Business Hours on the Demised Premises and the Landlord shall not interfere with any such auction or sale and Landlord will permit such lenders and their agents access to the Demised Premises to conduct any such sale or auction, to inspect and to remove Tenant's property so long as (i) lender provides an insurance certificate to Landlord prior to entry on the Demised Premises complying with the insurance requirements herein and naming Landlord as additional insured, (ii) lender provides at least 48 hour advance written notice to Landlord prior to any entry on the Demised Premises, (iii) any entry on the Demised Premises shall be solely during Business Hours, and (iv) lender repairs any damage to the Demised Premises caused by any auction or said removal of any such fixtures, inventory or

equipment. If Landlord is provided with the names and addresses of such lenders (or their agent) by Tenant in writing, Landlord agrees; (i) to provide such lenders with concurrent notice of default of this Lease, (ii) that such lenders are third party beneficiaries of this Section 15, and (iii) that this Section 15 binds the Landlord and Landlord's heirs, personal representatives, successors and assigns. Landlord acknowledges that Tenant currently has secured credit arrangements with Wells Fargo Bank, National Association, in its capacity as administrative agent (the "Administrative Agent") for a syndicate of lenders. Administrative Agent's notice address for the purpose of this Section 15 is Joseph Burt, Director, Wells Fargo Capital Finance Retail Finance Division, One Boston Place, 18th Floor, Boston, MA 02108, P: 617.854.7279, F: 866.617.3988, E: Joseph.Burt@wellsfargo.com..

16. **UTILITIES**: Landlord shall ensure that sanitary and storm sewer facilities and such separately metered utilities (including, without limitation, water, electric power and gas) as the Tenant may require are available to the Demised Premises throughout the Term. Tenant shall pay for the consumption of any such utilities directly to the appropriate utility provider.

16.1 **TRASH REMOVAL**: Tenant may store all Tenant's trash in no fewer than two dumpsters (one for waste and another, at Tenant's option, for recycling) or other covered trash receptacles customary in premises similar to the Demised Premises. Tenant's trash receptacles shall be located near Tenant's loading areas and Tenant shall have Tenant's trash removed from the Demised Premises regularly, all at Tenant's cost.

17. **PUBLIC LIABILITY INSURANCE**: (A) Commencing on the date Tenant takes possession and continuing throughout the Term, or any extensions thereof, Tenant shall maintain insurance against public liability for injury to person (including death) or damage to property occurring on the Demised Premises arising out of the use and occupancy thereof by Tenant. Such insurance shall be with minimum single limits of $2,000,000.00 for personal injury, death or property damage and Landlord shall be named as additional insured under the policy. Prior to Tenant entering upon the Demised Premises, Tenant shall deliver to Landlord a certificate of such insurance adding Landlord and its lender as an additional insured solely with regard to its interest in the Demised Premises and an agreement by the insurer that said policy may not be canceled without ten (10) days prior written notice delivered to Landlord.

(B) All insurance policies required above shall be issued by companies with an A.M. Best's financial rating of A- or better and a size class rating of VIII or larger. Tenant's failure to obtain and maintain the required insurance shall constitute a default under this Lease.

18. **DAMAGE BY CASUALTY**:

(A) If the Demised Premises is damaged or destroyed by fire or other casualty, Landlord shall promptly begin repairs and shall restore the Demised Premises to materially the same condition just prior to the damage, within two hundred ten (210) days, or Tenant may cancel this Lease.

(B) If Tenant is not actually open for business during all or any part of the period from the date of such damage or destruction as aforesaid until the date the Demised Premises is restored in accordance with the terms of this Lease ("Restoration Period"), all Rent or other sums payable hereunder shall abate for such period as Tenant is not open for business without causing default by Tenant. If Tenant is open for business during the Restoration Period, the Rent and other sums payable hereunder shall abate in proportion to the usable space; provided, however, that if Landlord does not proceed diligently with restoration of the Demised Premises, all Rent and other sums payable hereunder shall abate without causing default by Tenant.

(C) Landlord agrees to keep in effect on the Demised Premises and to provide Tenant upon written request therefor with proof of fire insurance with extended coverage endorsement in an amount not less than the full replacement value of the Building and other improvements thereon.

(D) If any such damage or destruction to the Demised Premises shall occur within the last two (2) years of the Term, or of any Renewal Period, affecting more than fifty percent (50%) of the replacement value of the Demised Premises, either party may terminate this Lease by notice to the other party within thirty (30) days after the date of such damage or destruction. If Landlord or Tenant shall terminate this Lease as above provided, then both parties shall be relieved of any further liabilities hereunder except for obligations accrued at the date of such damage or destruction and any sums prepaid by Tenant shall be apportioned and appropriately refunded to Tenant and Tenant shall fully vacate the Demised Premises removing all personal property from the Demised Premises and leaving the Demised Premises otherwise in the condition required herein.

18.1 **BASIC FORM INSURANCE (formerly "FIRE INSURANCE WITH EXTENDED COVERAGE")**: Tenant shall within thirty (30) days after receipt of an annual billing from Landlord, supported by Landlord's detailed invoice showing the premium allocation for the respective coverages, reimburse Landlord, as Additional Rent, for the cost of Insurance Services Office form CP 10 10 Causes of Loss- Basic Form insurance coverage premiums. Landlord has represented and acknowledges the Tenant's reliance thereon that this cost is estimated at forty-eight cents ($0.48) per square foot of the Building for the first year of the Term.

19. **WAIVER OF SUBROGATION AND HOLD HARMLESS**: Landlord and Tenant shall obtain from their respective insurers endorsements whereby the insurers agree to waive any right of subrogation against Landlord or Tenant, as the case may be, in connection with fire or other risks or casualties covered by said insurance. Landlord agrees that it shall make no claim nor authorize any claim to be made against Tenant, its employees, servants or agents in connection with or as a result of fire, explosion or other casualty damaging the Demised Premises. Tenant agrees that it shall make no claim nor authorize any claim to be made against Landlord, its employees, servants or agents in connection with or as a result of fire, explosion, or other casualty damaging the contents or fixtures installed in the Demised Premises, excepting, however, such claims as may be permitted pursuant to the terms of the Section of this Lease entitled LANDLORD'S REPAIRS hereof by reason of Landlord's failure to make repairs to the Demised Premises.

20. **EMINENT DOMAIN**:

(A) If all or part of the Demised Premises or any rights in the Demised Premises shall be taken or appropriated under any right of eminent domain or under any other legal right whereby the taking authority is obligated to compensate Landlord therefor so that there does not remain; (a) parking area as shown on plot plan Exhibit "B" and if Landlord is unable to provide additional parking at the Demised Premises which in the reasonable opinion of Tenant in consultation with Landlord is satisfactory for the operation of Tenant's business, or (b) premises suitable in the opinion of Tenant for the operation of its business, or (c) direct access at grade level to all abutting streets, then Tenant may terminate and cancel this Lease as of the date on which the condemning authority takes physical possession upon giving to Landlord written notice of such election. Landlord agrees within ten (10) days after any receipt of written notice of intended or actual taking or appropriation to give Tenant written notice thereof, providing to Tenant full details of such taking or appropriation including without limitation copies of all condemnation plans or surveys submitted by the condemning authority, a statement of the nature of the project to be conducted by the condemning authority, and such other information as might be necessary to enable Tenant to determine its future course of conduct.

(B) If this Lease shall be terminated and canceled as a result of any taking or appropriation, Tenant shall be released from any further liability and the Rent and other sums for the last month of Tenant's occupancy shall be pro rated and Landlord shall refund to Tenant any sums paid in advance and Tenant shall vacate the Demised Premises removing its personal property and leaving same in broom clean condition. If at the time of such taking or appropriation Tenant shall not have fully amortized expenditures which it might have made on account of any improvements or alterations made or erected on the Demised Premises, the amount thereof shall be payable to

Tenant out of any award, subject and subordinate to the right of any Mortgagee permitted under the terms of the Section of this Lease entitled SUBORDINATION AND NON-DISTURBANCE.

(C) Tenant may file such claims as are permitted by law for the loss of its leasehold interest, business dislocation damages, moving expense, or other damages caused by such taking or appropriation. Tenant's right to receive compensation or damages for its fixtures or its personal property shall not be affected in any manner by this Lease.

(D) If this Lease is not terminated and canceled because of any such taking or appropriation, Landlord shall within thirty (30) days begin to restore the Demised Premises to a condition as nearly comparable as practicable to the condition existing just before such taking or appropriation. Landlord shall use commercially reasonable efforts to cause such restoration to be completed within ninety (90) days. If Tenant is not actually open for business during all or any part of the period from the date of such taking or appropriation until the date the Demised Premises is redelivered to Tenant in accordance with the terms of this Lease (hereinafter "Rebuilding Period"), all Rent or other sums payable hereunder shall abate for such period as Tenant is not open for business. If Tenant is actually open for business during the Rebuilding Period, the Rent shall abate proportionately for the unusable area; provided, however, that if Landlord does not proceed diligently with restoration of the Demised Premises, all Rent and other sums payable hereunder shall abate. After restoration of the Demised Premises, the Rent shall be reduced in the ratio that the total Floor Area of the Demised Premises taken or appropriated bears to the total Floor Area of the Demised Premises before such taking or appropriation.

21. **PERMITS AND LICENSES**: Landlord and Tenant agrees to cooperate and upon request of either party to execute or join in the execution of any application for permits and licenses which may be necessary in connection with any construction, alterations, improvements and/or repairs permitted under or in connection with this Lease.

22. **PARKING AREA**: Throughout the Term, the Demised Premises shall contain a Parking Area as shown on Exhibit "B". If at any time during the Term, such Parking Area shall be reduced below the minimum area above set forth by reason of taking or appropriation under any power of eminent domain and if Tenant does not terminate this Lease as permitted in the Section of this Lease entitled EMINENT DOMAIN, the Rent payable pursuant to the Section of this Lease entitled RENT of this Lease shall abate in the same proportion that the Parking Area so taken bears to the minimum Parking Area above set forth. However, if Landlord is able to provide additional parking at the Demised Premises which in the reasonable opinion of Tenant in consultation with Landlord is satisfactory for the operation of Tenant's business, then

any such abatement shall continue only until such time as Landlord provides such additional parking at the Demised Premises. If, at any time during the Term, Landlord by its acts or omissions reduces or permits a reduction of the Parking Area below the above minimum or if the Landlord changes the location or arrangement of the Parking Area without providing comparable parking at the Demised Premises which is satisfactory to Tenant in Tenant's reasonable opinion, the Rent payable pursuant to the terms of the Section of this Lease entitled RENT of this Lease and all other charges payable under the terms of this Lease shall abate, or alternatively, the Tenant may terminate this Lease on thirty days written notice to the Landlord.

23. **USE OF PREMISES BEFORE TERM COMMENCES**: Upon at least 24 hour prior notice to Landlord, Tenant may enter the Demised Premises at any time during Business Hours prior to the commencement of the Term to construct Tenant's improvements and install therein fixtures and equipment and receive and store therein merchandise and other property at Tenant's own risk, free from Rent and Additional Rent, provided that such entry does not interfere unreasonably with the work being done in or to the Building by Landlord, if any. Such entry into the Demised Premises shall not be construed as an acceptance of delivery thereof under the terms and provisions of this Lease. Prior to any such entry, Tenant shall provide to Landlord the insurance certificate required under Section 17 herein.

24. **TRANSFER OF TITLE**: If there shall be any change in or transfer of title of Landlord in or to the Demised Premises or any part thereof, Tenant may withhold payments thereafter accruing until notified in writing by Landlord of such change in title and until given satisfactory proof, whereupon Tenant shall submit such payment to the party properly entitled to receive it.

25. **TENANT'S DEFAULT IN RENT**: If Tenant shall default in payment of Rent, Additional Rent or any other money due to Landlord hereunder, when due, Landlord shall deliver written notice of such default to Tenant, and the failure of Tenant to cure such default within five (5) Business Days after the date of receipt of such notice shall be considered a default. Late payments shall accrue interest and charges as set forth in Section 6. In the event of a default in the payment of rentals, Landlord may terminate this Lease in addition to the other remedies set forth below in Section 26.1.

26. **OTHER DEFAULTS BY TENANT**: If Tenant shall default in the performance of any of the terms or provisions of this Lease other than the payments of Rent, Additional Rent or other money due to Landlord, and if Landlord shall give to the Tenant written notice of such default and if Tenant shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such a character as to require more than thirty (30) days to cure, then, if Tenant shall fail to use reasonable diligence in curing such default Landlord may cure such default for the account of and at the cost and expense of Tenant and

the reasonable sums so expended by Landlord shall be deemed to be Rent and on demand together with invoices showing such amounts expended shall be paid by Tenant. In no event, however, shall any default under the terms of this Section be the basis of a forfeiture of this Lease or otherwise result in the eviction of the Tenant or the termination of this Lease.

26.1 **LANDLORD'S REMEDIES.** In addition to all other rights and remedies of Landlord, if a default shall occur by Tenant, Landlord may, at its option, at any time thereafter exercise any one or more of the following remedies:

(A) Termination of Lease. Landlord may terminate this Lease, by written notice to Tenant, without any right by Tenant to reinstate its rights by payment of rent due or other performance of the terms and conditions hereof. Upon such termination, Tenant shall immediately surrender possession of the Demised Premises to Landlord, and Landlord shall be entitled to recover from Tenant in a court of competent jurisdiction after final determination an amount equal to the difference between the aggregate of all Rent and Additional Rent reserved under this Lease for the balance of the Term, and the fair rental value of the Demised Premises for that period, determined as of the date of such termination.

(B) Reletting. With or without terminating this Lease, as Landlord may elect, Landlord may re-enter and repossess the Demised Premises, or any part thereof, and lease them to any other person upon such terms as Landlord shall deem reasonable for a term within or beyond the term of this Lease; provided, that any such reletting prior to termination shall be for the account of Tenant, and Tenant shall remain liable for (i) all Rent, Additional Rent and other sums which would be payable under this Lease by Tenant in the absence of such expiration, termination or repossession, less (ii) the net proceeds, if any, of any reletting effected for the account of Tenant after deducting from such proceeds all of Landlord's expenses, including employees' expenses, attorneys' fees, real estate brokerage commissions and alteration expenses (if any), incurred as a result of Tenant's breach of this Lease. Landlord shall have no obligation to relet the Premises (y) for a rental less than the fair market rental then prevailing for other comparable space, or (z) under terms and conditions that are unacceptable to Landlord. If the Premises are at the time of default sublet or leased by Tenant to others, Landlord may, as Tenant's agent, collect rents due from any subtenant or other tenant and apply such rents to the rent and other amounts due hereunder without in any way affecting Tenant's obligation to Landlord hereunder.

(C) Removal of Contents by Landlord. With respect to any portion of the Demised Premises which is vacant or which is physically occupied by Tenant and subject to Section 15(C),

Landlord may remove all persons and property therefrom, and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

(D) Deferred/Abated Rent/Unamortized Costs. Landlord may declare any unamortized costs of improvements made by Landlord to the Demised Premises and any unamortized brokerage commissions paid or payable by Landlord in connection with this Lease immediately due and payable.

27. **LANDLORD'S DEFAULT**: If Landlord fails to make any repairs or do or complete any work required of it under any of the provisions of this Lease, or if Landlord fails to perform any covenant or agreement in this Lease contained on the part of Landlord to be performed, Tenant, after the continuance of any such failure or default for thirty (30) days after written notice thereof is given by Tenant to Landlord, may elect to cure such defaults on behalf of and at the expense of Landlord and do all necessary work and make all necessary payments in connection therewith. This shall include, without limitation, the payment of any counsel fees, costs and charges of or in connection with any legal or equitable action which may be brought and Tenant may further take such other proceedings at law or in equity as Tenant deems necessary, notwithstanding any other remedy herein provided. In the event of such election by Tenant, Landlord agrees to pay to Tenant any amount so paid by Tenant upon demand. In addition to the foregoing, Tenant may proceed in equity to enjoin any breach by Landlord or by any other party of any provision of this Lease. If any alleged default is of such a nature that it cannot be completely remedied or cured within the thirty (30) day period above provided, then notwithstanding the provisions of this Section to the contrary, Tenant shall not have a right to enforce any of the remedies herein set forth if Landlord shall commence curing such default within such thirty (30) day period and shall proceed with reasonable diligence in good faith to complete the curing thereof.

28. **HAZARDOUS SUBSTANCES:**

(A) As used in this Lease, "HAZARDOUS SUBSTANCES" shall be defined as any substance that is biologically or chemically active or is a hazardous, toxic, or dangerous waste, substance (including, but not limited to, petroleum derivative substances), or material defined as such in (or for purposes of) any state, federal or local environmental laws, regulations, decrees or ordinances or in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or in any of the so called state or local "Super Fund", "Super Lien" or "Cleanup Lien" laws or any other federal, state or local regulation, order or decree relating to or imposing liability or standards of conduct concerning any such substances or materials or any amendments or successor statutes thereto.

(B) Tenant represents and warrants that, except for items commonly sold or utilized in marine and boating supply and accessories stores, no HAZARDOUS SUBSTANCES will be stored on the Demised Premises and that during the Term of this Lease or any Renewal Period thereof, no HAZARDOUS SUBSTANCES will be discharged on the Demised Premises by Tenant or anyone under its direction or control. Tenant agrees that such representations and warranties shall survive any termination of this Lease and Tenant agrees to indemnify and hold harmless the Landlord from any and all costs, expenses, claims and damages, including but not limited to attorneys' fees and costs of remediation, arising from Tenant's breach of any of the foregoing representations and warranties.

(C) Landlord shall indemnify and hold Tenant harmless from and against all costs, expenses, and damages, including but not limited to attorneys' fees and costs of remediation, arising out of any claim for loss or damage to property, injuries to or death of persons, any contamination of or adverse effects on the environment or any violation of any environmental or other law, caused by or resulting from any hazardous waste or HAZARDOUS SUBSTANCE or any leakage or contamination from underground tanks on or under the Demised Premises and not resulting from Tenant's operations in the Demised Premises. This indemnification precedes, is concurrent with, and survives this Lease.

(D) Furthermore, Landlord represents and warrants to Tenant that Landlord has no actual or constructive knowledge; (1) of the presence of any HAZARDOUS SUBSTANCES on, under or within the Demised Premises; (2) of any spills, releases, discharges or disposals of HAZARDOUS SUBSTANCES that have occurred or are presently occurring on or onto the Demised Premises; (3) of any spills or disposal of HAZARDOUS SUBSTANCES that have occurred or are occurring adjacent to the Demised Premises as a result of any construction on or operation and use of the Demised Premises or adjacent property; (4) of any failure to comply with all applicable local, state and federal environmental laws, regulations, ordinances, and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any HAZARDOUS SUBSTANCES on the Demised Premises or adjacent property; (5) the presence of any underground storage tanks now or in the past on the Demised Premises.

29. **NOTICE:** All notices or other communications hereunder shall be in writing and shall be deemed to have been given (i) if delivered by hand, by messenger or by an express delivery service (FedEx, UPS, etc.), then if and when delivered (or if delivery is refused, when refused) to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the

other party as required hereby), or (ii) if mailed, then when delivered (or if delivery is refused, when refused) to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby) provided such communication is deposited in the United States mails, by first class certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses. Notice by counsel to a party shall be deemed notice from such party.

LANDLORD:

Waterstone Retail
145 Rosemary Street, Suite B
Needham, MA 02494
Attention: Neal Shalom
Telephone: 617-699-5500
Email: Nshalom@eipcorp.net

With a copy to:

Bradley & Associates
1270 Soldiers Field Road
Boston, MA 02135
Attn: Kendall E. Brook, Esq.
Tel: 617-779-0438
Fax: 617-782-9442
Email: KB@BradleyLegal.com

TENANT:

West Marine Products, Inc.
Attn: Store Development Department
500 Westridge Drive
Watsonville, California 95076

Such addresses may be changed from time to time by either party by serving notice as above provided. Landlord shall not mail or deliver any notice or consent to the Demised Premises that is required to be given by or on behalf of Landlord; furthermore, in the event Landlord does mail or deliver such notice or consent to the Demised Premises, proper notice shall not be deemed to have occurred.

30. **USE**:

(A) Tenant may use the Demised Premises as a retail and/or wholesale business for the sale and/or distribution of supplies, equipment and apparel for marine and boating uses or for any other lawful retail purpose. No part of the Demised Premises shall be used for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors. Tenant shall indemnify and hold Landlord harmless of and from all fines or penalties imposed by law arising by reason of the violation by Tenant of any laws, rules, ordinances or regulations relating to the conduct of business in the Demised Premises issued by any governmental authority having jurisdiction over the Demised Premises.

(B) Tenant may operate its business on the Demised Premises, subject to the terms of this Lease, as Tenant deems best and there shall be no restrictions upon Tenant or upon the operation of its

business including erecting a non-permanent outdoor display, outdoor promotional area and marine flag pole. Tenant shall not have any obligation to continuously use or occupy the Demised Premises or conduct business therein during the Term and Tenant shall have the right (at any time and from time to time) to discontinue the use and occupancy of the Demised Premises or cease the conduct of business therein; provided, however, that neither the cessation of Tenant's use or occupancy of the Demised Premises nor the discontinuation of the conduct of business therein shall relieve or discharge Tenant from its obligation to pay Rent, Additional Rent or other amounts payable by Tenant and perform the obligations required by this Lease in the time and manner set forth herein. Notwithstanding the foregoing and subject to force majeure, Tenant shall, not later than one (1) year following the Commencement Date, open for business for at least one (1) day to the public with the Demised Premises fully fixtured, stocked and staffed.

31. **REAL ESTATE BROKER FEES:** Tenant shall not be liable for any broker or real estate commissions in connection with this Lease, and Landlord shall be solely responsible therefor. Tenant warrants and represents that it has not been represented by any broker or finder in connection with this transaction and has not worked with any broker other than Matt Ramsay who shall be paid a commission solely by Landlord pursuant to a separate agreement. Tenant makes no representation or warranty concerning any brokers, finders, or other parties that may have represented Landlord in connection with the negotiation of this Lease.

32. **GENERAL PROVISIONS**:

(A) The captions and numbered Sections of this Lease are inserted for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

(B) If more than one person or corporation is named as Landlord in this Lease and executed the same as Landlord, then the word "Landlord" wherever used in this Lease shall refer to all such persons or corporations, and the liability of such persons or corporations for compliance with or for the performance of all the terms, covenants and provisions of this Lease shall be joint and several.

(C) All the provisions of this Lease shall be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate Section hereof, and all the provisions hereof shall bind and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

(D) No amendment or modification of this Lease shall be effective unless in writing and executed by duly authorized representatives of both Landlord and Tenant.

(E) The Sections of this Lease are intended to be severable. If any Section or provision of this Lease shall be held to be unenforceable by any court of competent jurisdiction, this Lease shall be construed as though such Section had not been included in it. If any Section or provision of this Lease shall be subject to two constructions, one of which would render such Section or provision invalid, then such Section or provision shall be given that construction which would render it valid.

(F) This Lease shall not be strictly construed against Tenant solely as the draft or writing of Tenant or because of any presumption arising out of terms favorable to Tenant.

(G) In the event of any litigation between Tenant and Landlord to enforce any provision of this Lease or any right of either party hereto, the unsuccessful party to such litigation shall pay the successful party all costs and expense, including reasonable attorneys' fees, incurred therein. Moreover, if either party hereto without fault is made a party to any litigation instituted by or against any other party to this Lease, such other party shall indemnify Landlord or Tenant, as the case may be, against and save it harmless from all costs and expenses, including reasonable attorneys' fees, incurred by it in connection therewith.

(H) Holding Over. Should Tenant hold over and remain in possession of the Demised Premises at the expiration of any Term hereby created, Tenant shall, by virtue of this Section, become a tenant-at-sufferance and shall pay Landlord (i) 150% of the Base Rent per month of the last monthly installment of Base Rent above provided to be paid, (ii) all Additional Rent, and (iii) any costs and expenses (including but not limited to reasonable attorneys' fees) incurred by Landlord relating to the eviction of Tenant. Nothing herein shall be deemed to permit Tenant to retain possession of the Demised Premises after the expiration of or earlier termination of this Lease.

(I) Business Days. For purposes hereof, Business Days shall mean Monday through Friday, excluding Saturdays, Sundays and federal or state legal holidays. "Business Hours" shall mean 8:00 a.m. to 6:00 p.m. on Business Days.

(J) Counterparts. This Lease may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same lease agreement.

(K) Governing Law. This lease shall be governed by and construed in accordance with the laws of the State of Connecticut. Tenant hereby consents to the exclusive jurisdiction of the courts of the

state where the Premises are located in any and all actions or proceedings arising under this Lease.

(L) Authority. Tenant represents and warrants that it is duly formed and in good standing, and has full corporate or partnership power and authority, as the case may be, to enter into this Lease and has taken all corporate or partnership action, as the case may be, necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms. If requested by Landlord or Landlord's mortgagee, Tenant shall provide to Landlord a copy of the corporate resolutions or such other proof authorizing the execution of this Lease by Tenant.

(M) Limitation of Landlord's Liabilities. Tenant shall look solely to the Demised Premises and rents derived therefrom and Landlord's insurance proceeds for enforcement of any obligation hereunder or by law assumed or enforceable against Landlord, and no other property or other assets of Landlord shall be subjected to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies or with respect to this Lease, the relationship of landlord and tenant hereunder or Tenant's use and occupancy of the Demised Premises.

33. **NO OPTION**: The submission of this Lease for examination does not constitute a reservation of or option for the Demised Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

34. **ESTOPPEL AGREEMENT**: Tenant or Landlord shall, from time to time, not later than ten (10) Business Days following written request from the requesting party, execute, acknowledge and deliver to a prospective purchaser or mortgagee or as otherwise directed by the requesting party, a statement executed by Landlord or Tenant or both certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the Rent and Additional Rent have been paid, stating whether or not there exists any defaults by Landlord or Tenant under this Lease, and, if so, specifying each such default, and stating such other information as may be reasonably requested by either party.

35. **REQUIRED DOCUMENTATION:** Concurrent with the Landlord's execution of this Lease, the Landlord shall provide to the Tenant:

(A) An Internal Revenue Service Form W-9. Upon any transfer of this Lease by the Landlord the

Landlord shall cause such transferee to provide its Internal Revenue Service Form W-9. The Landlord acknowledges that if the Landlord fails to provide the aforesaid Internal Revenue Service Form W-9, then until such form is received the Tenant is required by the Internal Revenue Service to withhold twenty-eight percent (28%) of each payment, which amount will be remitted to the Internal Revenue Service but deemed to constitute payment of Rent on account of this Lease.

36. **INDEMNIFICATION**.

(A) Tenant's Indemnity. SUBJECT TO SECTION 17, TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD AND LANDLORD'S SHAREHOLDERS, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, MANAGERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES) ALLEGEDLY OR ACTUALLY (I) ARISING FROM OR OUT OF ANY ACCIDENT OR OCCURRENCE IN THE BUILDING AND DEMISED PREMISES OR ANY PART THEREOF, AND (II) OCCASIONED BY ANY ACT OR OMISSION OF TENANT OR TENANT'S EMPLOYEES, AGENTS, CONTRACTORS, SUBTENANTS, LICENSEES OR CONCESSIONAIRES IN THE BUILDING AND DEMISED PREMISES, EXCEPT TO THE EXTENT THAT ANY OF THE SAME ARISE FROM OR OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD'S EMPLOYEES, AGENTS OR CONTRACTORS AND ARE NOT COVERED BY THE COMMERCIAL GENERAL LIABILITY INSURANCE MAINTAINED BY TENANT PURSUANT TO SECTION 17.

(B) Landlord's Indemnity. SUBJECT TO SECTION 17, LANDLORD AGREES TO INDEMNIFY, DEFEND AND HOLD TENANT AND TENANT'S SHAREHOLDERS, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, SUBTENANTS, LICENSEES AND CONCESSIONAIRES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES) ALLEGEDLY OR ACTUALLY OCCASIONED BY ANY ACT OR OMISSION OF LANDLORD OR LANDLORD'S EMPLOYEES, AGENTS OR CONTRACTORS, EXCEPT TO THE EXTENT THAT ANY OF THE SAME ARISE FROM OR OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR TENANT'S EMPLOYEES, AGENTS, CONTRACTORS, SUBTENANTS, LICENSEES OR CONCESSIONAIRES AND ARE NOT COVERED BY THE COMMERCIAL GENERAL LIABILITY INSURANCE MAINTAINED BY LANDLORD PURSUANT TO SECTION 17.

[Remainder of Page Intentionally Left Blank]

[Signatures of Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LANDLORD:

Waterstone Retail Development, Inc.
a Massachusetts corporation

By: _____

Title Vice President

TENANT:

West Marine Products, Inc., a
California Corporation

By: _____

Title: Senior Vice President

By: _____

Title: _____

EXHIBIT "A"

Building:

A Building to be constructed pursuant to the terms of this Lease having a width of one hundred thirty feet (130') and a depth of one hundred feet (100') with an overall square footage of thirteen thousand square feet (13.000').

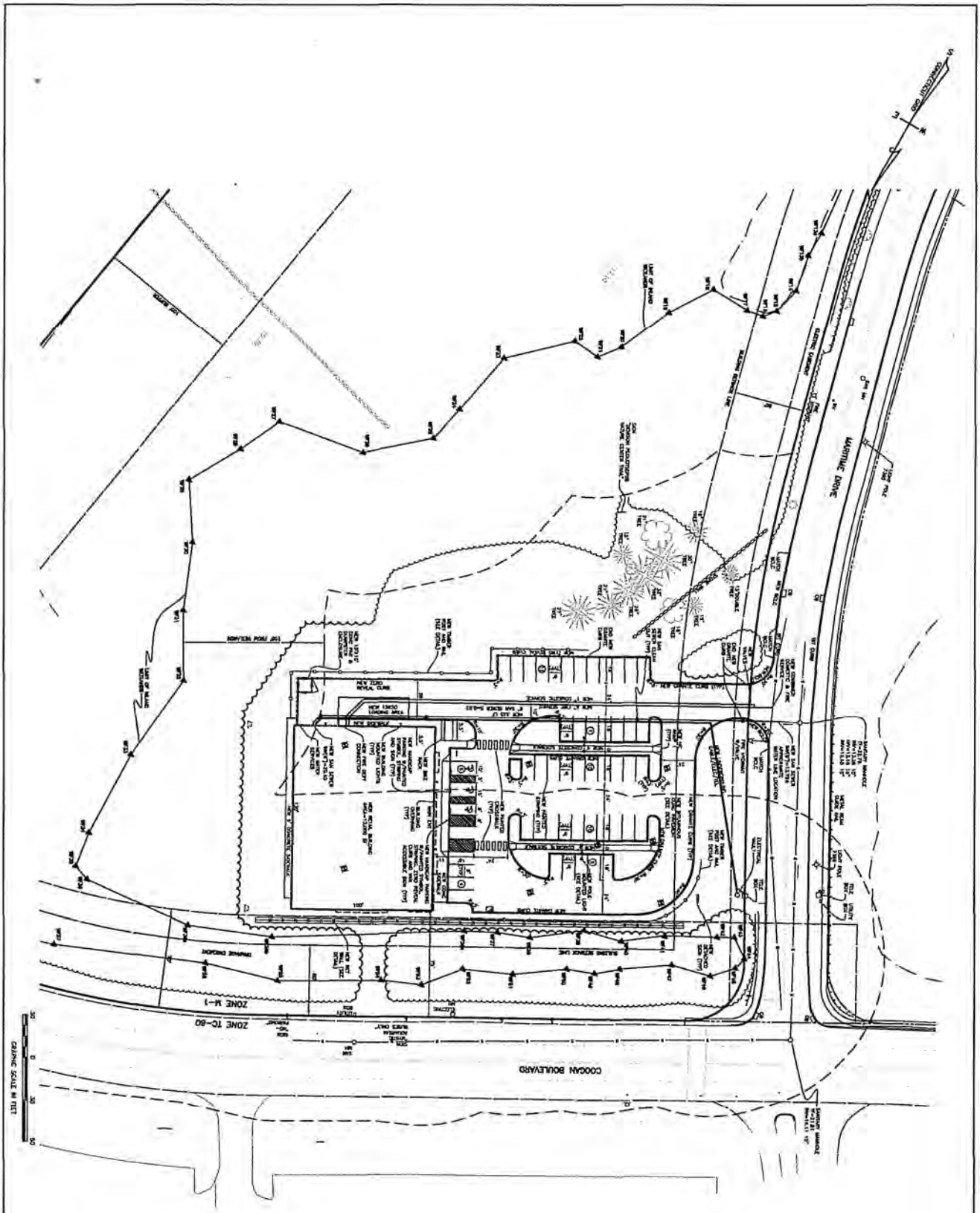
Demised Premises:

Landlord has engaged a surveyor to provide an updated ALTA survey following construction depicting the Demised Premises and any plottable easements and Landlord will provide a copy of such survey to Tenant promptly following receipt thereof.

EXHIBIT "A-1"

Survey

[attached hereto consisting of one (1) page]



DATE: SEPTEMBER 27, 2013
SCALE: 1"=30'
DRAWN BY: KPP
CHECKED BY: PB
JOB NO: 13-048
SHEET NO:
4 OF 7
DWG NO: 13-048.04

TITLE:
SITE LAYOUT AND UTILITY PLAN
PROPERTY OF SEA RESEARCH FOUNDATION, INC.
C/O MYSTIC AQUARIUM
COOGAN BOULEVARD AND MARITIME DRIVE
MYSTIC, CONNECTICUT

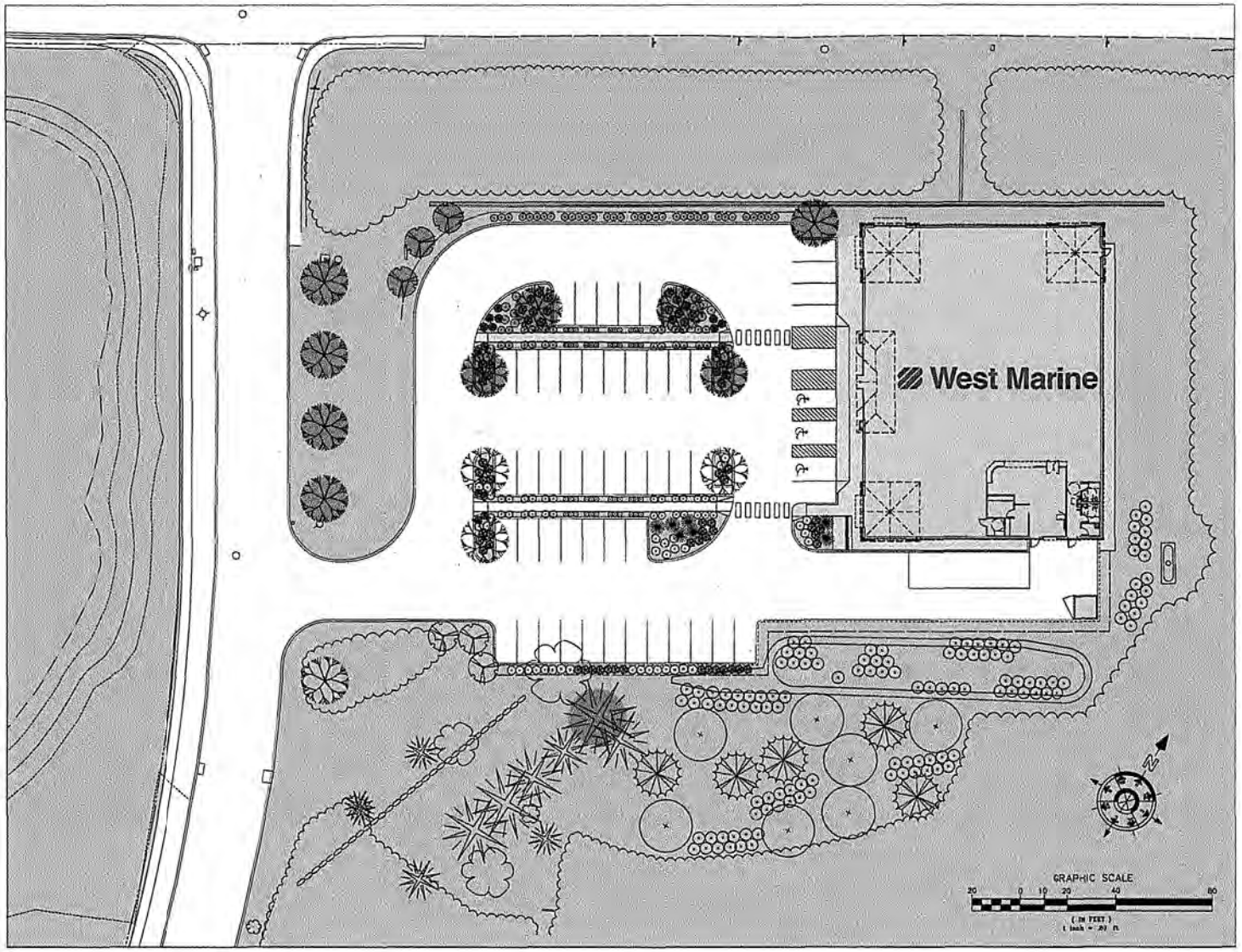
DiCESARE BENTLEY
ENGINEERS / SURVEYORS / PLANNERS
100 FORT HILL ROAD GROTON, CT 06340
PH(860)448-0400 FX(860)448-0899
WWW.DBENGINEERS.COM

NO	DATE	DESCRIPTION	BY
		REVISIONS	

COPYRIGHT © DICESARE – BENTLEY ENGINEERS, INC.

EXHIBIT "B"

Site Plan



WATERSTONE RETAIL

West Marine

COOGAN BOULEVARD & MARITIME DRIVE
MYSTIC, CONNECTICUT

SITE PLAN
• OCTOBER 1, 2013

phase zero design
40 Tremont Street, Suite 62
Duxbury, MA 02332

Space Plan

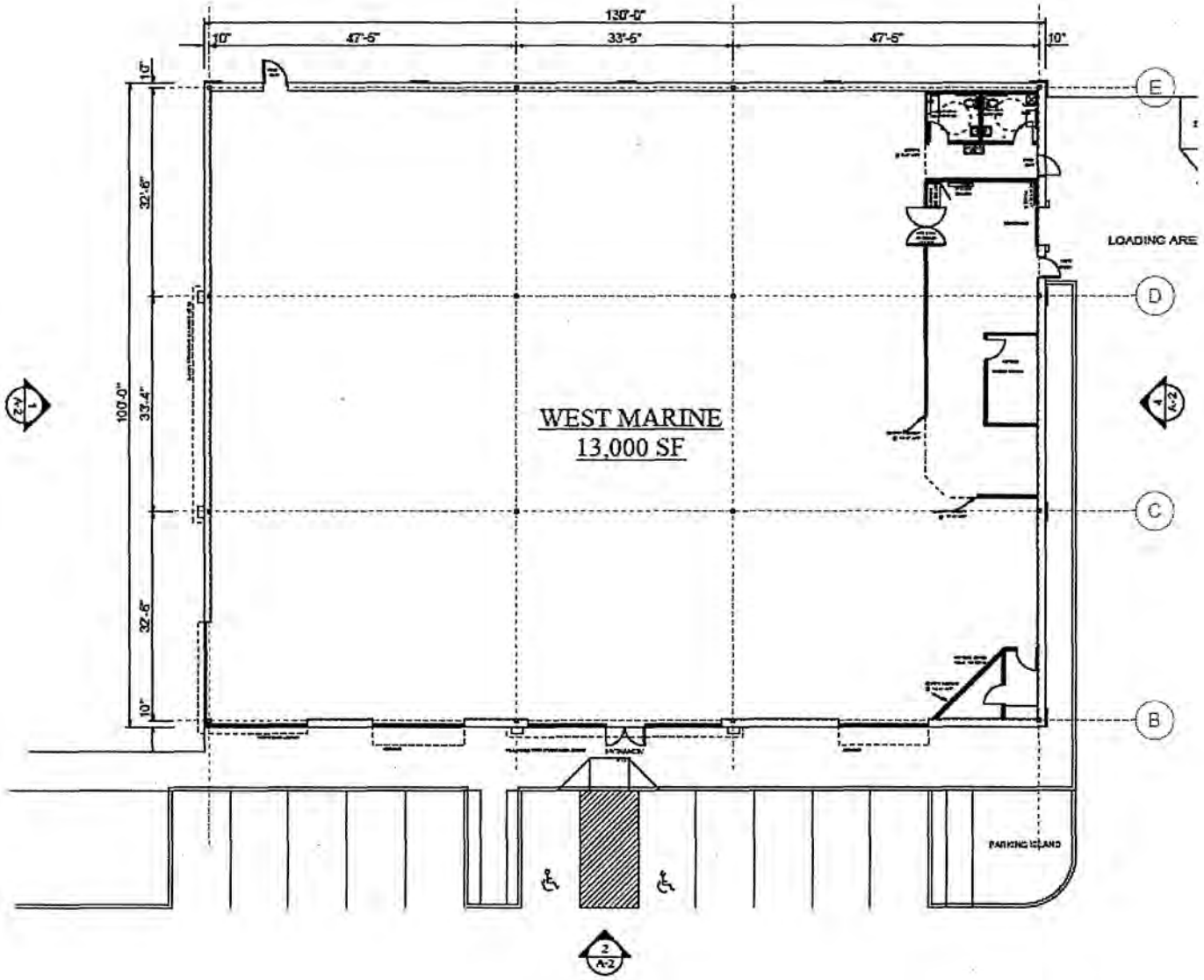

130'-0"
10'
47'-5"
33'-5"
47'-5"
10'
1'-0"
32'-6"
33'-4"
32'-6"
10"
100'-0"
WEST MARINE
13,000 SF
LOADING ARE
E
D
C
B
ENTRANCE
PARKING ISLAND
1
A-2
4
A-2
2
A-2

EXHIBIT "C"

Title Exceptions

Mortgages:

Landlord covenants that prior to commencement of the Term of this Lease, the mortgages described below shall either be discharged of record or the mortgagees shall execute an agreement in accordance with Section 7(c) of this Lease.

None.

Landlord warrants that there are no easements, restrictions, or other matters that will affect or limit the use of the Demised Premises or Common Facilities by Tenant in accordance with the terms of this Lease, except as set forth (i) on the Survey, and (ii) in Landlord's Title Commitment issued by Fidelity National Title Insurance Company and dated February 26, 2013, a true electronic copy of which has been provided to Tenant with links to the documents named therein. Landlord shall promptly provide a copy of any updated title commitment and a copy of Landlord's final title policy to Tenant once available.

EXHIBIT "D"

[INTENTIONALLY OMITTED]

Exhibit "E"

Recording requested by:)
_____)
_____)
_____)
_____)

Space Below for Recorder's Use Only

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made by and between <>, a <>, having an address at <> (hereinafter called "Lender"), its successors and assigns, including but not limited to the holder of the promissory note and Mortgage or Deed of Trust hereinafter described, and **West Marine Products, Inc.** a California corporation, having an address c/o Store Development Department, MS G-6, at 500 Westridge Drive, Watsonville, CA 95076 (hereinafter called "Tenant"), which is the Tenant under a lease, as amended (the "Lease") from **<>,** a <>, having an address (hereinafter called "Landlord"), dated <>, pertaining to that certain real property (the "Demised Premises") more fully described in Exhibit A attached hereto and made a part hereof and commonly known as <>, being a part of Landlord's property commonly known as <> (the "Entire Premises").

As an inducement to Lender to make a first Mortgage Loan (hereinafter called the "Loan") in the original principal amount of $_____ and interest, secured by the Demised Premises and certain personal property, evidenced or to be evidenced by a promissory note secured by the hereinafter described Mortgage, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord, Tenant and Lender agree as follows:

1. The Lease and any and all extensions, modifications, and renewals thereof and all of Tenant's rights and interest thereunder (hereinafter collectively called the "Lease"), are hereby subjected and subordinated to, and are declared to be subjected and subordinated to that certain Mortgage from Landlord to Lender, and all extensions, modifications and renewals thereof or of the indebtedness secured thereby, given as security for the Loan and recorded in the office of the recorder of deeds of the County of <>, State of <>, and pertaining to the Demised Premises (such Mortgage or Mortgages or Deed of Trust or Deeds of Trust, and all extensions, modifications and renewals thereof are referred to herein collectively as the "Mortgage"), to the same extent as if the Mortgage documents had been executed, delivered and recorded prior to the execution of the Lease; provided, however, the Mortgage shall not increase or add to any obligations of Tenant under the Lease or terminate or diminish any rights of Tenant under the Lease.

2. Tenant's subordination is upon and subject to the express conditions that:

a. So long as Tenant continues to pay the rent as provided for in the Lease and otherwise complies with all the terms and provisions thereof, Lender shall not disturb the rights of possession of Tenant in and to the Demised Premises or other premises as set forth in the Lease, notwithstanding any foreclosures or proceedings in lieu thereof affecting the Demised Premises

and/or such other premises and whether or not Tenant is made a party thereto; and

b. If the Demised Premises or other such premises or any part thereof is damaged or destroyed by casualty or by the exercise of any right of eminent domain, the proceeds of any insurance or condemnation award relating thereto shall be made available for the purpose of repair or restoration thereof as provided for in the Lease; and

c. Upon passing of title to the Demised Premises and/or such other premises to the Lender or to any other party in any foreclosure or proceedings in lieu thereof, the party acquiring such title shall thereupon during the period of such party's ownership, by virtue of such acquisition of title and continued ownership and without the execution of any further instruments or documents, be deemed to be the Landlord for all purposes of the Lease during the period of such ownership and be deemed to have assumed the full and complete performance of all the obligations of Landlord as set forth in the Lease which accrue during the period of such ownership; and

d. If Lender shall take possession of the Demised Premises and/or such other premises, without acquiring title thereto, but in such a manner as to be entitled to receive rents therefrom, Lender shall, in addition, be deemed to have assumed all the obligations of Landlord set forth in the Lease accruing during such period of possession.

3. Lender, by its acceptance of this Agreement, agrees that in the event Lender or any other party takes possession of the Demised Premises and/or other such premises as noteholder-in-possession, by foreclosure of the Mortgage or by acquisition of title in lieu of foreclosure, that Lender or such other party shall not affect or disturb Tenant's right to possession or Tenant's other rights under the Lease in the exercise of Lender's or such other party's rights, so long as Tenant is not then in default under any of the terms, covenants, or conditions of the Lease beyond the curative periods applicable thereto under the Lease. In the event that Lender or any other party succeeds to the interest of Landlord under the Lease by foreclosure or by acquisition of title to the Demised Premises and/or other premises in lieu of foreclosure, or any other action taken under the Mortgage by Lender or any other party, or in the event that Lender or any other party exercises the rights granted to it by any assignment, Tenant hereby agrees to be bound to Lender or such other party under all of the terms, covenants and conditions of the Lease; and Tenant agrees that it shall attorn to, and be liable to and recognize Lender or such other party as Tenant's new landlord for the balance of the term of the Lease upon and subject to all the terms and conditions thereof; and the Lease and the rights of Tenant thereunder shall continue in full force and effect as a direct lease between Tenant and Lender or such other party upon all the terms, covenants, and agreements set out in the Lease; and the rights of Tenant thereunder shall not be terminated or disturbed except in accordance with the terms and provisions of the Lease; and Tenant shall thereafter make the rental payments set out in the Lease as instructed by written notice of Lender or such other party, forwarded to Tenant by certified mail, return receipt requested or registered mail, postage prepaid, at least ten (10) days prior to the date when the next payment of Rent or other sum payable to the Landlord under the Lease is due. Such attornment shall be effective and self-operative without the execution of any further instrument by Lender and Tenant immediately upon the succession by Lender or such other party to the interest of the Landlord under the Lease; and the respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extension of renewal permitted thereby, shall be and are the same as are now set forth in the Lease or as it may have been modified with Lender's consent.

4. Tenant agrees that no notice given by Tenant to Landlord under the Lease shall be effective

against Lender until Lender shall have received a copy thereof and afforded the same time allowed to Landlord under the Lease to cure any Landlord default. All notices given hereunder to any party shall be sent by US Certified Mail, Return Receipt Requested, or by nationally recognized overnight courier providing proof of delivery, and sent to the following addresses, until changed by any party by notice given as herein described:

To Lender:

To Landlord:

To Tenant:

5. This Agreement shall be binding on and inure to the benefit of the Tenant, the Lender and their respective successors and assigns, including but not limited to the purchasers at or in lieu of a foreclosure under the Mortgage.

Landlord joins in this Agreement for the purpose of consenting to the provisions hereof and agrees to be bound hereby.

IN WITNESS WHEREOF, Tenant, Landlord and Lender have caused this Agreement to be executed on _____. The effective date of this Agreement shall be the date upon which Tenant receives a fully executed original of this Agreement from Landlord.

LANDLORD:

<>

By: _____
Name
Title:

TENANT:

West Marine Products, Inc., a California corporation

By _____

By: _____

LENDER:

By _____

Title _____

By _____

Title _____

STATE OF CALIFORNIA)
: ss.
SANTA CRUZ COUNTY)

On _____, before me, the undersigned Notary Public, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which these persons acted executed the within instrument according to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal:

_____
NOTARY PUBLIC

STATE OF _____)
: ss.
COUNTY OF _____)

On _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ personally known to me OR proved to me on the basis of satisfactory evidence (strike out inappropriate wording) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his or her authorized capacity, and that by his or her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal:

_____
NOTARY PUBLIC

STATE OF _____)

: ss.

COUNTY OF _____)

On _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ and _____ personally known to me OR proved to me on the basis of satisfactory evidence (strike out inappropriate wording) to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they executed the same in their respective authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which they acted, executed the instrument.

WITNESS my hand and official seal:

_____

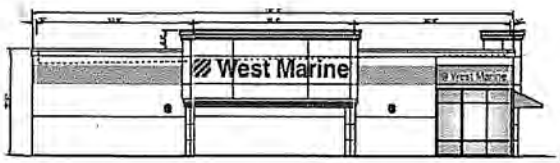
NOTARY PUBLIC

EXHIBIT "F"

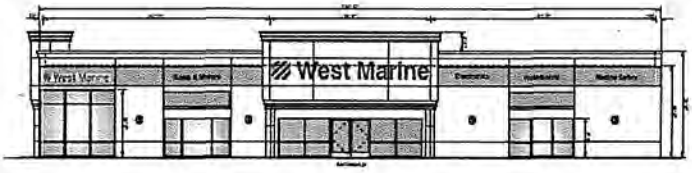
LANDLORD'S WORK (Plans & Specifications) & Schedule

[To be inserted]

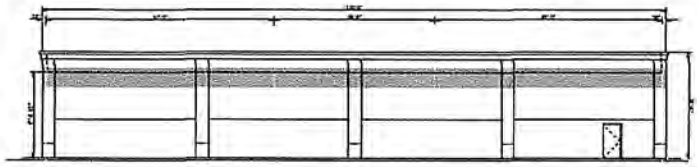
ELEVATIONS



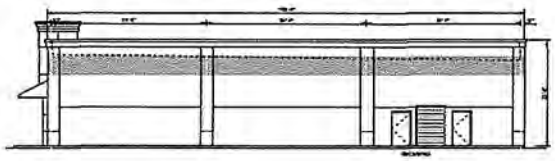
1 A-2 EXTERIOR ELEVATION - NORTH
SCALE: 1/8"=1'-0"



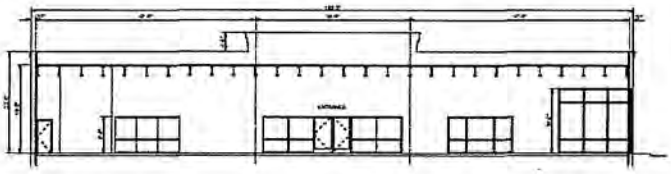
2 A-2 EXTERIOR ELEVATION - WEST
SCALE: 1/8"=1'-0"



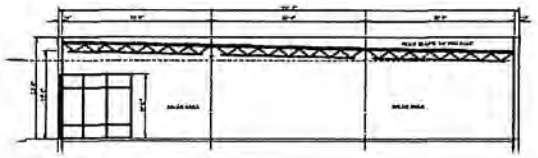
3 A-2 EXTERIOR ELEVATION - EAST
SCALE: 1/8"=1'-0"



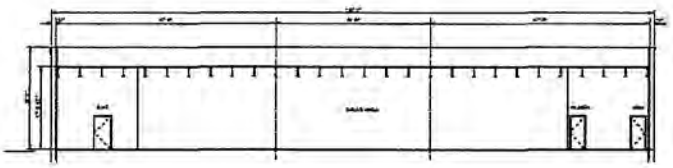
4 A-2 EXTERIOR ELEVATION - SOUTH
SCALE: 1/8"=1'-0"



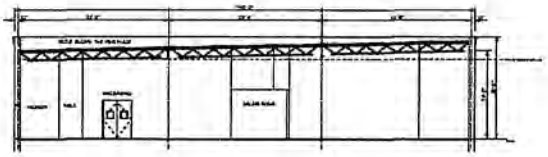
1 A-3 INTERIOR ELEVATION - WEST
SCALE: 1/8"=1'-0"



1 A-3 INTERIOR ELEVATION - NORTH
SCALE: 1/8"=1'-0"



1 A-3 INTERIOR ELEVATION - EAST
SCALE: 1/8"=1'-0"



4 A-3 INTERIOR ELEVATION - SOUTH
SCALE: 1/8"=1'-0"

[1]EXHIBIT "F"

LANDLORD'S WORK

Specifications for Warm Dark Shell Delivery by Landlord – 15,000 Sq Ft +

Space to include:

1. Roof - Provide a watertight roof over the combined area.
2. Fire Sprinkler System & Fire Alarm System. – Complete, functioning, inspected and approved sprinkler system compatible with an open ceiling design. Compete, functioning, inspected and approved Fire Alarm System by Stanley Security Solutions. Contact: Mark A. Siebels (925) 803-1060
3. Exterior walls - The final finish is to match the existing West Marine finish or a final finish as required by Landlord or local code.
4. Interior Demising walls - The demising walls constructed to meet local code will extend from floor to deck, and be sheet rocked, fire caulked, taped, sanded, finished on both sides and ready for Tenant's paint on Tenant's side.
5. Concrete Slab – Landlord to provide a smooth, level concrete slab minimum thickness 4 inches designed to support the following live loads; 400 psf @ receiving and 250 psf throughout balance of building. Floor flatness deviation shall be less than 1/8-inch in a 100 sq ft area.
6. Electrical switchgear, meters, and panels - Landlord shall install or relocate the electrical gear inside the premises per Tenant's plans or mutually agreeable location, two (2) 200 AMP, 3-phase panels. Panels are to be live at time of Landlord delivery of the premises to Tenant.
7. Entrance, exit doors and vestibule if required by code – finished to final finish specification inside and out. Quantity, type and location will be determined by code and Tenant's plan. Locks, cores and panic hardware will be purchased and installed by Landlord from West Marine Supplier as specified in Tenant's finish schedule.
8. Exterior concrete receiving pad and ramp for merchandise deliveries – Landlord shall install a minimum of 10' x 12' level concrete pad built to industry standards for the receiving of palletized goods utilizing a straddle stacker fork lift to remove pallets from supply trucks and into tenant's space. A 6' wide concrete ramp with a slope no greater than 1:15 from the level 10' x 12' receiving pad to the door designated as Tenant's delivery door. Pad and ramp will be located immediately outside the tenant's rear receiving doors. If the existing receiving facilities are deemed adequate by Tenant, this provision will not apply.
9. Roof insulation – Landlord shall provide insulation rated to R-19 or better meeting all local code requirements and be compatible with West Marine's prototypical interior ceiling. Insulation factors must be considered in the landlord's design and engineering of the HVAC system.
10. HVAC System – Landlord shall design and furnish a new system for the space to maintain a minimum heating temperature of 69 degrees, and a minimum cooling temperature of 74 degrees. RTU's to meet IEER 13 rating or better and installed with concentric distribution. Landlord shall obtain Tenant's approval of the site's HVAC system. Landlord shall warranty the system for initial lease term or longer as accorded by manufacturer warranties.
11. Ceiling – Landlord is to deliver an open ceiling with the maximum clearance possible above the finished floor throughout the space. Minimum clear height shall be **16'** AFF or higher. The underside of roof deck and all exposed elements shall be painted to the color specified on Tenant's plans.

12. Meters – Landlord shall coordinate with city the installation, or removal of all gas, water or electrical meters required to serve Tenant's space. Meter numbers and contact information for service providers are to be provided to Tenant's Store Development Construction Coordinator at the time of lease amendment execution or no later than 90 days prior to Tenant's projected Soft Opening for the location.
13. Water & Waste Lines – stubbed inside the premises per Tenant's plans or mutually agreeable location.

Site work to include, and Landlord to erect, construct, and provide:

- Proper site drainage/water treatment systems
- Asphalt paving and striping.
- ADA required ramps, parking stalls, signage and path of travel.
- Exterior building and parking lot lighting per code
- Concrete sidewalks, walkways, and related safety rails and features.
- Landscaping and sprinkler systems.
- Dumpster location for two 4yd boxes (L54" x W72" x H48" Typ.) for debris & re-cycle; with enclosure or fencing/screening if required by code.
- Pylon and / or monument sign structure(s) to code located at adjacent streets.

EXHIBIT "F"

LANDLORD'S WORK

Vanilla Box – Additional Specifications for V-Box Delivery by Landlord

Space to include:

1. Interior Partition Walls and Utilities – All walls and utilities identified by West Marine as to be removed (if any) in the space are to be demolished and removed with any damage to surrounding finishes restored to a fire taped, sanded and ready to paint finish. All new partition walls, soffits and utilities identified as new in the space are to be provided and built per West Marine's plans and specifications.

2. Flooring – Landlord to provide and install Tenant's finishes as specified on Tenant's floor plans. All finishes are to be purchased by the Landlord from designated Tenant's suppliers/contractors. Typical requirements include:
Sales floor – Polished Concrete ***. Approx. **70%+/-** of premise. Specialty Products Inc., Contact: Tres Swan (757) 461-5201
Softgoods Area – Carpet Tiles supplied by Floorsource, Inc.(dba: Storefloors). #WM-7569. Approx. **8%+/-** of premise. Contact: Earl Waserman (770) 512-0021
Featured Departments Pads (fishing, water sports, etc.) – Vinyl Wood Plank Tile supplied by Floorsource, Inc.(dba: Storefloors). #RW8 Monroe LVT Plank. Approx. **8%+/-** of premise. Contact: Earl Waserman (770) 512-0021
Restrooms & Break rooms – Sheet Vinyl supplied by Floorsource, Inc.(dba: Storefloors). #VS511. Approx. **4%+/-** of premise. Contact: Earl Waserman (770) 512-0021
Offices – Sheet Vinyl supplied by Floorsource, Inc.(dba: Storefloors). #VS511. Approx. **2%+/-** of premise. Contact: Earl Waserman (770) 512-0021
Receiving/Storage - Sealed Concrete. Two coats Sonneborn "kure-N-seal". Approx **8%+/-** of premise. Specialty Products Inc., Contact: Tres Swan (757) 461-5201

3. Complete handicapped restrooms compliant and sized per occupancy load, local and federal codes. Restrooms shall have all hardware and accessories per local and federal codes and Tenant's plans. Restrooms shall have "Marlite" type wainscoting installed from the finished floor to 48" above the finished floor around all of the restroom interior walls.

4. Light fixtures - Landlord is to purchase from Tenant's supplier and install all tenant specified light fixtures per tenant's final plans. The fixtures are to be switched according to Tenant's existing switching method and plan. Typical Industry Standard fixtures installed; Ambient Lighting: T-8 Strip Florescent and T-5 Strip Florescent – Ambient target light level 85 – 95 FC. Accent & Display Lighting: LED & Metal Halide Spot and Flood lights will be utilized. Codale Electric Supply, Inc. Contact: Maelisa Reed (619) 794-5626.

5. Electrical Connections: Landlord is to provide junction boxes and outlets as required to power fixture lighting, electrical equipment, building and pylon/monument signs. Landlord is to provide conduit with pull strings for computer hook-ups, sales registers and telephone equipment as shown on Tenant's final plans. Unless otherwise noted, all wiring shall be run concealed and outlets shall be flush mounted in walls as shown on Tenant's final plans. Outlet boxes shall be sized and installed per NEC.

6. Tenant's plans are for design intent only, and are not stamped by a licensed architect or engineer. Landlord is responsible for obtaining plans suitable for submission to the local jurisdiction for permitting. Tenant will make electronic copies of their "AutoCad" design plans available to the Landlord's professional service providers if required.

*** Concrete Polish Specification

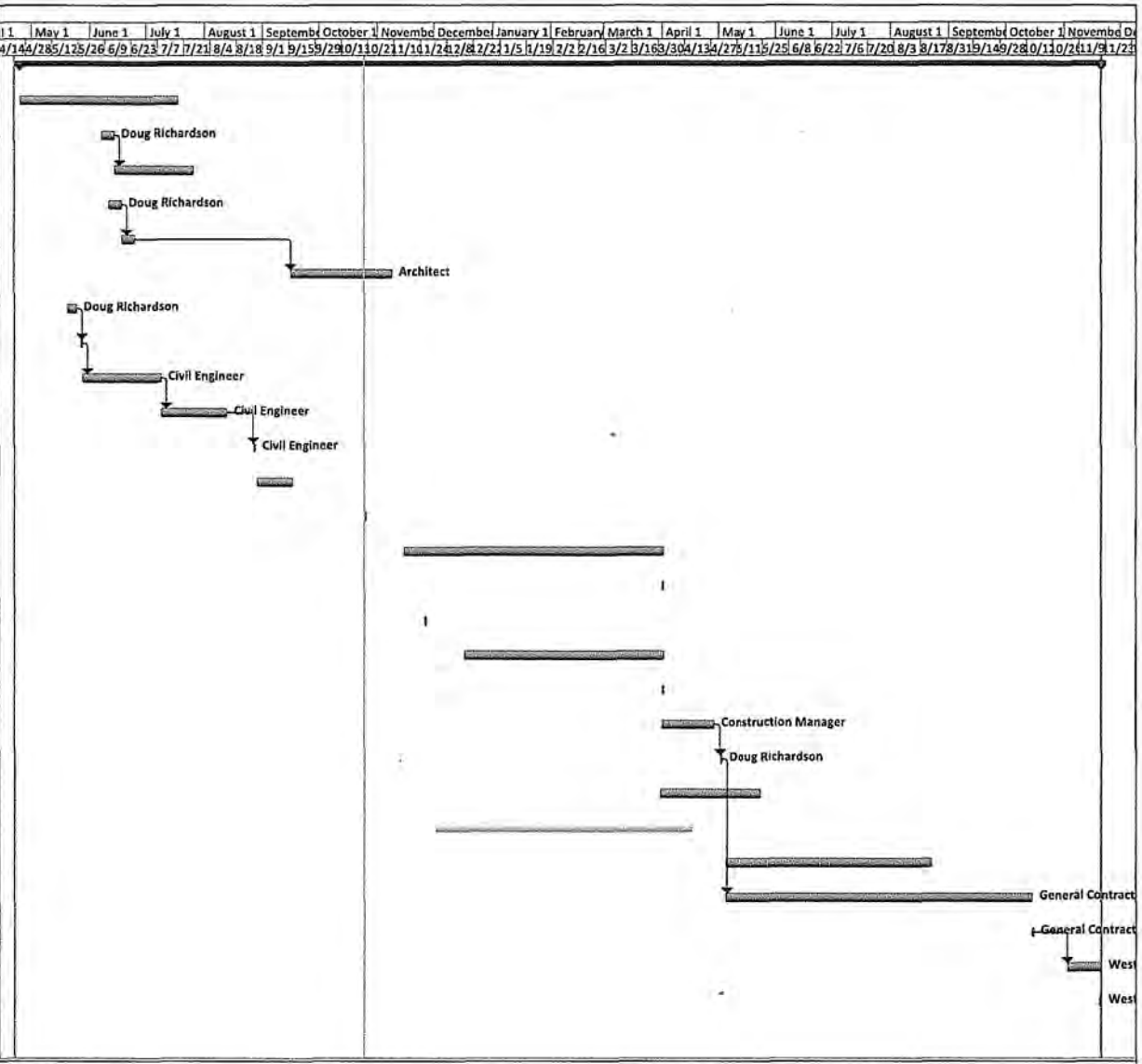
A. Pre-patch and grind floor with 40 grit metal bond diamonds to remove debris and slab imperfections and to expose the fine aggregates.
B. Squeegee/Blue-Blade apply GP 3561 Grind with 80 grit and then 150 grit metal bond diamonds to remove excess grout and scratch pattern from previous grinding pass(es).
C. Apply GP Lithium Silicate Hardener/Densifier – 200/400 step based upon slab
D. Polish floor with sequential passes of 100/200/400/800/1,500 grit resin pads.
E. Re-densify with GP/Global Lithium - applied with micro-fiber applicators.
F. Polish floor with 3,000 grit resin pads.
G. Seal floor with GP Concrete Sealer for Polished Floors and burnish with high-speed burnisher and/or 3,000 grit resin pads.
H. All edges will be processed using the above steps with border machines.
I. All floor surfaces will be auto-scrubbed between each step.
J. Patching in step 'A' to be accomplished with Mapei Quick-Patch fast set patching material.
K. Joints, if/as needed, to be cleaned and filled with GP 4880

All of the General Ploymers* (GP) products can only be purchased and applied by GP Certified Installers.
* A Sherwin Williams Company

SCHEDULE

[attached hereto consisting of one (1) page]

ID	Task Mode	Task Name	Duration	Start	Finish
1		**West Marine - Mystic, CT**	**411 days?**	**Thu 4/25/13**	**Thu 11/20/14**
2		Site Rezoning	60 days	Thu 4/25/13	Wed 7/17/13
3		Interior Building Plans to West Marine	1 wk	Fri 6/7/13	Thu 6/13/13
4		Tenant Interior Plans to Landlord	6 wks	Fri 6/14/13	Thu 7/25/13
5		Bid Architectural	1 wk	Tue 6/11/13	Mon 6/17/13
6		Award Architectural	1 wk	Tue 6/18/13	Mon 6/24/13
7		Architectural Construction Documents	8 wks	Mon 9/16/13	Fri 11/8/13
8		Bid Civil Engineering	1 wk	Mon 5/20/13	Fri 5/24/13
9		Award Engineering	1 day	Mon 5/27/13	Mon 5/27/13
10		Engineering Documents	6 wks	Tue 5/28/13	Mon 7/8/13
11		File Planning Board- text amendment	25 days	Tue 7/9/13	Mon 8/12/13
12		Planning Board - text amendment	1 day	Tue 8/27/13	Tue 8/27/13
13		Appeal Period- text amendment	13 days	Thu 8/29/13	Mon 9/16/13
14		Con Com Submission Deadline	1 day	Fri 10/25/13	Fri 10/25/13
15		Con Com Meetings	98 days	Fri 11/15/13	Tue 4/1/14
16		Con Com Appeal Period Expiration	1 day	Tue 4/1/14	Tue 4/1/14
17		Planning & Zoning Submission Deadline	1 day	Tue 11/26/13	Tue 11/26/13
18		Planning & Zoning Meetings	76 days	Tue 12/17/13	Tue 4/1/14
19		Planning & Zoning Appeal Expiration	1 day	Tue 4/1/14	Tue 4/1/14
20		File Building Permit	4 wks	Tue 4/1/14	Mon 4/28/14
21		Mobilize	1 day	Fri 5/2/14	Fri 5/2/14
22		Steel Lead Time	8 wks	Mon 3/31/14	Fri 5/23/14
23		Winter Conditions	98 days?	Mon 12/2/13	Wed 4/16/14
24		Sitework	16 wks	Mon 5/5/14	Fri 8/22/14
25		Construction - Site & Bldg	23.5 wks	Mon 5/5/14	Wed 10/15/14
26		Inspections / Turnover to Tenant	1 day	Wed 10/15/14	Wed 10/15/14
27		Tenant Improvements / Merchandising	14 days	Mon 11/3/14	Thu 11/20/14
28		Store Opening Day / Occupancy / Rent Commencement	1 day	Thu 11/20/14	Thu 11/20/14



Project: West Marine Developme
Date: Fri 10/25/13

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Deadline | Progress

Exhibit "G"

Delivery Memorandum

(to be completed by Landlord and delivered to Tenant)

Date: _____, 201_

TO: West Marine Products, Inc.
Attn.: Store Development, #785
500 Westridge Drive
Watsonville, CA 95076
("Tenant")

From: _____
_____
_____
_____
("Landlord")

RE: Lease by and between Landlord and Tenant dated _____, 201_ ("Lease").
Delivery per Section __, of the Lease entitled, _____.

Site: In the City of Mystic, County of New London, State of Connecticut, commonly known as _____ ("Demised Premises").

Please be advised, this delivery memorandum ("Delivery Memorandum") together with delivery of the keys to the Demised Premises shall serve as Landlord's tender of delivery of the Demised Premises to Tenant under Section 4 of the above referenced Lease. This Delivery Memorandum and the actual tender of possession itself shall be effective as of the date it is received by Tenant via overnight night courier for next day delivery.

Signed:

LANDLORD

By:_____

Its:_____

By:_____

Its:_____

EXHIBIT "H"

LANDLORD COSTS

Project:	Mystic - West Marine				Page 1 of 2
File Ref:	Mystic West Marine				
Date:	05/09/13				
DEVELOPMENT BUDGET: LINE ITEM BREAKDOWN				Project GLA (SF):	13,000
#	DEVELOPMENT CATEGORIES & LINE ITEMS	TOTAL COSTS			
		Per Line Item	By Category	$ Per Sq. Ft.	% of Total
100	LAND COST & RELATED		$1,011,550	$77.81	28.74%
101	Land Acquisition Cost				
	Parcel #1	$1,000,000		$76.92	28.41%
102	Abutter Payments	$0		$0.00	0.00%
103	Construction Period Land Rent	$0		$0.00	0.00%
104	Construction Period Real Estate Taxes	$11,550		$0.89	0.33%
105	Environmental Insurance	n.a.		n.a.	n.a.
106	Other Misc. Land Costs	n.a.		n.a.	n.a.
200	ARCHITECTURE		$68,000	$5.23	1.93%
201	Base Building & Structural Engineering	$60,000		$4.62	1.70%
202	Tenant Improvements				
	West Marine: (coordination only)	$0		$0.00	0.00%
	0 (coordination only)	$0		$0.00	0.00%
203	Inspections	$8,000		$0.62	0.23%
300	ENGINEERING & RELATED		$75,000	$5.77	2.13%
301	Site	$42,000		$3.23	1.19%
302	Survey/Topo	$8,000		$0.62	0.23%
303	Traffic	$10,000		$0.77	0.28%
304	21E / Borings	$10,000		$0.77	0.28%
305	As Builts	$5,000		$0.38	0.14%
400	PERMITS & RELATED		$134,200	$10.32	3.81%
401	Mystic Permits & Related Legal	$85,000		$6.54	2.41%
402	Environmental Permits	$14,200		$1.09	0.40%
403	Permitting Contingency	$35,000		$2.69	0.99%
500	GENERAL LEGAL		$47,500	$3.65	1.35%
501	General Legal	$15,000		$1.15	0.43%
502	Leases West Marine:	$15,000		$1.15	0.43%
	0	$0		$0.00	0.00%
503	Partnership Related	$10,000		$0.77	0.28%
	Title	$2,500		$0.19	0.07%
504	Tax Abatement	$5,000		$0.38	0.14%
600	GENERAL CONSTRUCTION		$1,666,541	$128.20	47.34%
601	Environmental Abatement	By Seller		By Seller	By Seller
602	Demolition	$0		$0.00	0.00%
603	Site Costs (Includes: Site Prep, Pavement, Lighting, Curbing, Utilities, & Landscaping)	$382,000		$29.38	10.85%
604	Special Site Costs	n.a.		$0.00	0.00%
605	Landscaping	$25,000		$1.92	0.71%
606	Base Building				
	West Marine: 13,000 sf	$963,100		$74.09	27.36%
607	Tenant Improvements				
	West Marine: 13,000 sf	$270,400		$20.80	7.68%
608	Tenant Signage	By Tenant		$0.00	0.00%
609	Off-Site Allowance	$25,000		$1.92	0.71%
610	Builder's Risk Insurance	$1,041		$0.08	0.03%
	SUBTOTALS:	*$3,002,791*	*$3,002,791*	*$200.19*	*85.30%*

Project:	Mystic - West Marine
File Ref:	Mystic West Marine
Date:	05/09/13

DEVELOPMENT BUDGET: LINE ITEM BREAKDOWN — Project GLA (SF): 13,000

#	DEVELOPMENT CATEGORIES & LINE ITEMS	TOTAL COSTS Per Line Item	By Category	$ Per Sq. Ft.	% of Total
	SUBTOTALS CARRIED FORWARD:	*$3,002,791*	*$3,002,791*	*$200.19*	*85.30%*
700	**CONSTRUCTION FINANCING COSTS & RELATED**		$102,939	$7.92	2.92%
701	Interest Reserve	$38,963		$3.00	1.11%
702	Preferred Equity Return During Construction	$0		$0.00	0.00%
703	Bank Fee	$25,976		$2.00	0.74%
704	Bank Inspection Costs	$8,000		$0.62	0.23%
705	Borrower's Legal	$15,000		$1.15	0.43%
706	Lender's Legal	$15,000		$1.15	0.43%
800	**PERMANENT FINANCING COSTS & RELATED**		$55,976	$4.31	1.59%
801	Mortage Broker	$25,976		$2.00	0.74%
802	Letter of Credit	$0		$0.00	0.00%
803	Borrower's Legal	$15,000		$1.15	0.43%
804	Lender's Legal	$15,000		$1.15	0.43%
900	**PROJECT FEES**		$203,000	$15.62	5.77%
901	Leasing Fees				
	West Marine: 13,000 sf	$78,000		$6.00	2.22%
902	Development Fee	$125,000		$9.62	3.55%
1000	**CONTINGENCIES**		$152,000	$11.69	4.32%
1001	Construction Contingency	$77,000		$5.92	2.19%
1002	Development Contingency	$75,000		$5.77	2.13%
1100	**MISCELLANEOUS**		$3,500	$0.27	0.10%
1101	Administrative Costs	$3,500		$0.27	0.10%
1102	Marketing/Advertising / PR	$0		$0.00	0.00%
	TOTAL DEVELOPMENT COSTS:	$3,520,205	$3,520,205	$270.79	100.00%

SUMMARY

Total Development Costs:	$3,520,205	$270.79 psf
Base Rent:	$332,800	$25.60 psf

Total Costs: **9.45% Return On Total Costs**

***Cost reduction to base building include Celining height @ 16ft clear, Exterior Block painted 3 sides, Canopies constructed in canvas, Portico to be engage