RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 06/21/17

COMMERCIAL LEASE (NET LEASE)

1. PARTIES

CSH 123, LLC, a Maine limited liability company with a mailing address of 75 Washington Avenue Suite 2H, Portland, Maine 04101 ("**LANDLORD**"), hereby leases to Portland Shuck Shack LLC, a Massachusetts limited liability company with a mailing address of 296 Parks Street, Duxbury, MA 02332 ("**TENANT**"), and the TENANT hereby leases from LANDLORD the below-described leased premises.

2. LEASED PREMISES

The leased premises are deemed to contain 2,292 rentable square feet. The leased premises are a portion of 123 Washington Avenue, Portland, Cumberland County, Maine, and are depicted on the floor plan attached hereto as **Exhibit A**. During the term of this Lease, TENANT may use the patio area depicted on Exhibit A-1 attached hereto without payment of an additional charge for the use of such area. The leased premises are accepted in "as is" condition except as expressly provided by Landlord's Work in **Exhibit C**.

3. PARKING

Subject to rules and regulations imposed by the LANDLORD and provided to TENANT in writing, TENANT its employees and guests shall have the right to park in common with other tenants at 123 Washington Avenue from 6:00 am to 2:00 A.M. seven days a week; provided, however, that TENANT may use up to two (2) parking spaces in common with others at all hours of the day. There will be no additional charge for the use of said parking. The parking plan is depicted in **Exhibit B**.

4A. TERM

The term of this lease shall be for Five (5) years, unless sooner terminated as herein provided, commencing when Landlord's work is substantially complete but no later than April 1, 2017 (the "**Commencement Date**") and expiring on March 31, 2022. "**Lease year**" shall be the twelve month period commencing on the Commencement Date and each subsequent twelve month period thereafter during the initial term and renewal term (if any). Landlord and Tenant agree to enter into a Commencement Date agreement confirming the Commencement Date and the termination date of this Lease once the Commencement Date is known.

4B. RENT

Commencing on the earlier of (i) the first day that TENANT is open for business to the public or (ii) sixty (60) days after the Commencement Date (as determined, the "**Rent Commencement Date**") TENANT shall pay to LANDLORD the following base rent:

Lease Year	Annual Base Rent	Monthly Rent
1	$34,380.00	$2865.00
2	$34,380.00	$2865.00
3	$34,380.00	$2865.00
4	$34,380.00	$2865.00
5	$34,380.00	$2865.00

payable in advance in equal monthly installments, without any offset or deduction whatsoever, except as expressly set forth herein, on the first day of each month during the term of this Lease, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made

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to LANDLORD at the address provided above or to such agent and at such place as LANDLORD shall from time to time in writing designate. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges within 5 (five) business days of the due date, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4.0%) of the outstanding amount due LANDLORD.

5. RENEWAL OPTION

So long as TENANT is not in default, beyond the expiration of any applicable notice and cure period, as of the time of exercise, TENANT shall have the option to renew this Lease for one (1) successive renewal term of five (5) years duration. In order to exercise each of TENANT'S renewal options, TENANT shall notify LANDLORD in writing of its intention to exercise its option on or before six (6) months prior to the end of the initial term, such renewal to be upon the same terms and conditions set forth in this Lease except that TENANT shall have no further renewal options and except for base rent which shall be as follows:

Lease Year	Annual Base Rent	Monthly Rent
1	$38,964.00	$3247.00
2	$38,964.00	$3247.00
3	$38,964.00	$3247.00
4	$38,964.00	$3247.00
5	$38,964.00	$3247.00

In the event that TENANT fails to notify LANDLORD as provided under this Article, time being of the essence, the renewal option shall be deemed not to have been exercised.

8. SECURITY DEPOSIT

Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of two thousand eight hundred sixty five and zero dollar ($2,865.00), which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest within twenty (20) days after the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof.

9. RENT ADJUSTMENT
A. TAXES

Commencing on the Rent Commencement Date, TENANT will pay to LANDLORD (pursuant to subsection C below) as additional rent hereunder, in accordance with this Article, thirteen point three percent (13.3%) of all real estate taxes, special district taxes, and all betterments assessments on the land and buildings of which the leased premises are a part ("**Taxes**") or in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If LANDLORD obtains an abatement of any such real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to TENANT. As used herein, Taxes shall not include special assessments and franchise, income or any other taxes imposed upon or measured by the income or profits of Landlord, unless the method or scope of taxation shall be subsequently altered to cause such taxes to be substituted, in whole or in part, for any portion of the Taxes.

B. OPERATING COSTS

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Commencing on the Rent Commencement Date, TENANT shall pay to LANDLORD as additional rent hereunder in accordance with this Article, thirteen point three percent (13.3%) of all operating expenses. "**Operating expenses**" are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e., as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "**building**"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, water, sewer, and other utility services and facilities to the building; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services including pest and rodent control; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition; (v) all costs of snow and ice removal, landscaping, and grounds care; (vi) all other costs of the management of the building, including, without limitation, property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance, and management of the building by LANDLORD. TENANT'S share of operating expenses shall be prorated should this Lease be in effect with respect to only a portion of any calendar year. Notwithstanding anything to the contrary above, the following shall be excluded from Operating Expenses: (a) costs occasioned by the act, omission or violation of any law by Landlord, any other occupant of the property, or their respective agents, employees or contractors; (b) costs occasioned by casualty or by the exercise of the power of eminent domain; (c) costs to correct any construction defect in the Premises or the Building or to comply with any covenant, condition, restriction, underwriter's requirement or law applicable to the Premises or the Building on the Commencement Date; (d) fees, commissions, attorneys' fees, costs or other disbursements incurred in connection with negotiations or disputes with any other occupant of the Building and costs arising from the violation by Landlord or any occupant of the Building of the terms and conditions of any lease or other agreement; (e) increases in insurance costs caused by the unusually hazardous activities of Landlord, another occupant or tenant of the Building; (f) costs incurred in connection with the presence of any Hazardous Material; (g) costs for which Landlord receives reimbursement from others, provided that Landlord must use good faith and commercially reasonable efforts to receive such reimbursement; (h) depreciation, amortization or other expense reserves; (i) costs of all items which should be capitalized in accordance with generally accepted accounting practices; (j) wages, salaries and benefits paid to any employees of Landlord and/or Landlord's agent, above the level of the immediate supervisors of building managers; (k) leasing or brokerage commissions or the fees of any broker, appraiser or consultant in connection with the negotiation of any lease in the Building; (l) advertising or promotional costs; (m) allowances, concessions and other costs of tenant installations and decorations incurred in connection with preparing space for any tenant in the Building, including concessions, permit license and inspection fees; (n) the costs of all services, supplies and repairs paid to any affiliate or subsidiary of Landlord or Landlord's Agent

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materially in excess of the costs that would be payable in an "arm's length" or unrelated situation; advertising expenses in connection with leasing of the Building; (o) taxes, special assessments and franchise, income or any other taxes imposed upon or measured by the income or profits of Landlord, unless the method or scope of taxation shall be subsequently altered to cause such taxes to be substituted, in whole or in part, for any portion of the Taxes (as defined in Section 9.A above); (p) the cost of maintaining, organizing or reorganizing the entity that is Landlord; (q) the cost of any judgment, settlement or arbitration award resulting from any liability of Landlord for gross negligence; (r) prepayment or "breakage" penalties or charges, late charges, financing and refinancing costs, commitment fees and any other fees, charges or costs with respect to any mortgage or other financing vehicle; (s) legal and accounting fees relating to disputes with purchasers, prospective purchasers, mortgagees or prospective mortgagees of the Building or any part thereof, or the negotiations of contracts of sale or mortgages; (t) costs incurred with respect to a sale of all or any portion of the Building or any interest therein (including, without limitation, transfer, sales, and/or gains taxes) or in connection with the purchase or sale of any air or development or easement rights; (u) costs incurred by Landlord to relocate tenants in the Building in order to consummate a specific space lease or to accommodate a specific tenant's request; (v) lease payments for equipment rented on a long term basis in lieu of purchase, to the extent the costs of such equipment would constitute a capital expenditure not includable in Operating Expenses if such equipment were purchased; (w) the cost of acquisition of sculptures, paintings or other objects of fine art in the Building; and (x) costs incurred in constructing additional stories on the Building or adding structures.

C. ESTIMATED PAYMENTS

During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of real estate taxes and operating expenses (as described in subparagraphs A and B above) for the then-current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S projected real estate taxes and operating expenses for the current year. Within ninety (90) days after the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the actual amount of such real estate taxes and operating expenses for such year and also showing TENANT'S actual share of the same. Such statement shall be deemed accurate by TENANT unless LANDLORD receives written objection thereto from TENANT within sixty (60) days of receipt by TENANT of such statement. TENANT shall, within sixty (60) days after such delivery, pay TENANT'S actual share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S actual share, then the excess shall be applied to the next year's monthly payments for Rent until fully recouped and if this Lease has expired or been terminated, shall be paid to TENANT within thirty (30) days after such determination.

10. UTILITIES

Commencing upon the Rent Commencement Date, TENANT shall pay, as they become due, all bills for electricity, water, sewer, natural gas, and other utilities that are furnished to or used in the leased premises, and all charges for telephone and other communication systems used at and supplied to the leased premises. LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional

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utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD, which consent shall not be unreasonably withheld.

11. USE OF LEASED PREMISES

TENANT shall use the leased premises only for the purpose of a full service restaurant with alcohol sales and wholesale and retail seafood sales. TENANT shall comply with all of the terms and conditions of the Restaurant Rider attached hereto as **Exhibit D**, which Rider is incorporated into this Lease by reference. LANDLORD makes no representations to TENANT regarding whether or not such use is allowed under applicable land-use laws, regulations, ordinances or codes.

12. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) no auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor (to a reasonable person) shall be permitted on the leased premises, subject to TENANT's use as a seafood restaurant; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD and given to TENANT in writing for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANTS particular use thereof required by law or any public authority, including without limitation the Americans with Disabilities Act, as a result of TENANT'S particular use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease. LANDLORD represents to TENANT that LANDLORD has received no written notice that the leased premises are not in compliance with all applicable laws, ordinances, regulations or ordinances, including, without limitation, the American's with Disabilities Act, imposed by a public authority with proper jurisdiction.

13. MAINTENANCE

A. TENANT'S OBLIGATIONS

B. LANDLORD'S

Subject to completion of the Landlord's work, TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or casualty and reasonable use and wear only excepted. Tenant shall be responsible for all costs for pest and rodent control in their premises. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.

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OBLIGATIONS

LANDLORD agrees to use reasonable efforts to maintain and repair the roof, exterior walls, structure, common HVAC system of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire, and other casualty only excepted, except to the extent that such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents, or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs therefor.

14. ALTERATIONS-ADDITIONS

TENANT shall not make any alterations or additions, or permit the making of any holes (except for hanging art) in any part of said building, or place any signs, , awnings, aerials or flagpoles or the like, visible from outside of the leased premises, that is, from outdoors or other common area within the building, or permit anyone except TENANT to use any part of the leased premises for desk space of for mailing privileges without on each occasion obtaining prior written consent of the LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

15. ASSIGNMENT-SUBLEASING

TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the transfer of a controlling interest of stock of a corporate tenant, transfer of a controlling membership interest in a LLC tenant, or the change of a general partner of a partnership tenant shall constitute an assignment of this Lease.

16. SUBORDINATION AND QUIET ENJOYMENT

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT agrees to attorn to and recognize any holder of such mortgage or instrument or any purchaser of the leased premises as LANDLORD for the balance of the lease term, the foregoing agreement being self-operating. TENANT shall, when requested, at any time and from time to time within fifteen (15) days of written request of LANDLORD or any mortgagee execute and deliver such commercially reasonable written instruments in form satisfactory to LANDLORD and/or such mortgagee as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, provided that such instrument contains a commercially reasonable non-disturbance agreement in TENANT's favor, and such agreement may, if required by the mortgagee or purchaser, contain the agreement not to pre-pay rent more than thirty (30) days in advance, to provide the mortgagee or purchaser with notice of and reasonable opportunity to cure any

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defaults by LANDLORD, and not to amend, modify or cancel this Lease without the mortgagee's or purchaser's written consent, and agreeing to recognize such mortgagee or purchaser as having the rights of LANDLORD and to attorn to and recognize said holder or other person if requested. The failure of TENANT to execute, acknowledge and deliver to LANDLORD and/or any mortgagee an agreement in accordance with the provisions of this Article within the period set forth herein shall LANDLORD shall be, at LANDLORD'S option, an event of default. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises. Upon request of TENANT, LANDLORD shall obtain a commercially reasonable non-disturbance agreement from any then-current mortgagee or purchaser.

17. LANDLORD'S ACCESS

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises after reasonable telephonic prior notice and without causing material interference with TENANT's operations at the leased premises, (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials, or flagpoles, or the like, not consented to by LANDLORD in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the nine (9) months preceding the expiration of this Lease. LANDLORD reserves the right at any time within nine (9) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for letting the leased premises and to keep the same so affixed without hindrance or molestation. LANDLORD also reserves the right at any time to affix to any exterior part of the building, including the leased premises, a notice for selling the building and to keep the same so affixed without hindrance or molestation. LANDLORD agrees in exercising its access rights in this Article to use reasonable efforts not to disturb TENANT'S business in the leased premises.

18. INDEMNIFICATION AND LIABILITY

TENANT will defend and, except to the extent caused by the negligence or willful misconduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises, or occasioned wholly or in part by any act or omission of TENANT, its contracts, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT agrees not to assert any immunity under workers' compensation laws as a defense to the enforcement of the foregoing indemnity.

Each party shall also pay the non-defaulting party's expenses, including reasonable attorney's fees, incurred by such non-defaulting party in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from the breach of any provisions of this Lease.

The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease.

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Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company, shall be liable for, and TENANT hereby releases them from all claims for, any injuries or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of TENANT or of any employee or visitor of TENANT.

Additionally, insofar as, and to the extent that, the following provision shall not make it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the locality in which the Property is located (even though extra premium may result therefrom) Landlord and Tenant mutually agree that any property damage insurance carried by either shall provide for the waiver by the insurance carrier of any right of subrogation against the other, and they further mutually agree that, with respect to any damage to property, the loss from which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss to the extent of the insurance proceeds actually paid with respect thereto.

19. TENANT'S LIABILITY INSURANCE

TENANT shall (i) insure TENANT and shall name LANDLORD as additional insureds, with commercial general liability and liquor liability coverage on the leased premises, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than Two Million Dollars ($2,000,000.00) combined single limit with deductibles of not more than $5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without material charge. TENANT shall deposit with LANDLORD certificates for such insurance, or copies of the insurance policies if requested by LANDLORD, at or prior to the commencement of the term, and thereafter within three (3) days after the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein. LANDLORD agrees to carry property damage insurance and liability insurance as required by LANDLORD'S mortgage lender or, in the event that there is no mortgage lender, in amounts customary for similar properties in the greater Portland area.

20. FIRE CASUALTY-EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, such that TENANT cannot even partially operate its business in the leased premises in an efficient manner, as reasonably determined ty TENANT, either LANDLORD or TENANT may elect to terminate this Lease upon written notice to the other party. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and neither LANDLORD nor TENANT does so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the

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leased premises and building and the leasehold hereby created, accrued, or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further commercially reasonable instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD and TENANT shall give the other notice of either's decision to terminate this Lease or restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD'S and TENANT'S right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

Additionally, in the event that LANDLORD does not complete such restoration within one hundred eighty (180) days after such occurrence giving rise to this obligation, TENANT shall have the right to terminate this Lease upon written notice to LANDLORD.

21. DEFAULT AND BANKRUPTCY

In the event that:

(a) The TENANT shall default in the payment of any installment of rent or other sum herein specified within five (5) business days after receipt of notice form LANDLORD that such amount was not paid when due; provided, however, that LANDLORD shall not be obligated to send TENANT more than one (1) rent payment default notice in any twelve (12) month period and may immediately terminate this Lease and pursue its remedies upon the second rent payment default in any 12-month period; or

(b) The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof or such additional time as is necessary provided that TENANT promptly commences cure and diligently pursues the same to completion but in no event longer than sixty (60) days from LANDLORD'S notice; or

(c) The leasehold hereby created shall be taken on execution, or by other process of law; or

(d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law and any such action is not dismissed or reversed within one hundred twenty (120) days after such event,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, but subject to applicable law, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those

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claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate. TENANT covenants and agrees, in the event of a termination of this Lease by Landlord as a result of a TENANT default that continues beyond the expiration of any applicable notice and cure period, upon demand of LANDLORD that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term discounted to present value (using the then-current yield on the 10 year US treasury bond as a discount rate) which exceeds the then-current fair market leasehold value of the Premises for the remainder of the term and such payment shall be due and payable in one lump-sum payment upon demand. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all reasonable costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant. The substantially prevailing party shall reimburse the other party for all reasonable legal fees incurred in the enforcement or substantially successful attempted enforcement of this Lease, regardless of whether or not such fees are incurred prior to or in connection with legal action and including without limitation legal fees incurred to participate, monitor or intervene in any bankruptcy proceeding involving the other party.

In addition to and not in derogation of any and all remedies of LANDLORD hereunder or at law or in equity, if TENANT shall default in the performance of any agreement, covenant or condition in this Lease contained on its part to be performed or observed, and shall not cure such default after the required notice and expiration of the applicable cure periods, LANDLORD may, at its sole option, without waiving any claim for damages or for breach of this Lease or any of LANDLORD'S other remedies hereunder, at any time thereafter, cure such default for the account of TENANT, and TENANT agrees to reimburse LANDLORD for any reasonable amount paid by LANDLORD in so doing (including without limit reasonable attorneys' fees) as additional rent and save LANDLORD harmless from any liability incurred thereby. Any such reimbursement shall be due within ten (10) business days upon demand therefor, which shall include reasonable supporting documentation for such costs.

22. NOTICE

Any notice from LANDLORD to TENANT relating to this Lease, shall be deemed duly served, if (a) mailed to TENANT c/o Island Creek Oysters, 296 Parks Street, Duxbury, MA 02332, registered or certified mail, return receipt requested, postage prepaid or (b) sent to TENANT c/o Island Creek Oysters, 296 Parks Street, Duxbury, MA 02332 by nationally recognized courier service (such as Federal Express), or (c) sent by electronic mail to chris@islandcreekoysters.com , with a confirmation of such notice sent by nationally recognized courier service. A copy of any notice to TENANT shall also be sent to Joseph Messina, Esq., Prince Lobel Tye, One International Place, Suite 3700, Boston, MA 02110.

Any notice from TENANT to LANDLORD relating to this Lease, shall be deemed duly served, if (i) mailed to LANDLORD at LANDLORD'S address set forth in Article 1 by registered or certified mail, return receipt requested, postage prepaid or (ii) sent to LANDLORD at LANDLORD'S address set forth in Article 1 by nationally recognized courier service (such as Federal Express),

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addressed to LANDLORD, or (iii) sent by electronic mail to jed@n-aprop.com with a confirmation of such notice sent by nationally recognized courier service. A copy of any notice sent to LANDLORD shall be sent to Tom Hanson, Bernstein Shur, 100 Middle Street, Portland, Maine 04101.

Either party may change its address set forth in this Lease or Section by giving notice to the other party in accordance with this Section.

23. SURRENDER

TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions alterations and improvements thereto, including all lighting, all built-in furniture and cabinetry, all ventilation and fire suppression equipment and installations, all plumbing and sewer improvements, and all other equipment and improvements paid for by LANDLORD with the allowance in Article 34 below, in good order, repair and condition, damage by fire, casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and in good order; notwithstanding the foregoing, TENANT may remove, upon the expiration or earlier termination of this Lease, lighting fixtures installed by TENANT, the raw bar installed by TENANT, and TENANT installed mechanical refrigeration, provided that TENANT shall repair all damage caused by such removals. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.

24. HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "***Hazardous Materials***") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days' notice from LANDLORD copies of all records which TENANT may be obligated by federal, state or local law to obtain and keep regarding Hazardous Materials; and (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local.

25. LIMITATION OF LIABILITY

TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD, including the rents, issues and profits of the building or the proceeds from the sale or transfer thereof. The

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provisions contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD. Under no circumstances shall LANDLORD or TENANT ever be liable to the other party for indirect or consequential damages. Under no circumstance shall LANDLORD'S manager, members, directors, officers, shareholders, or partners have any personal liability under this Lease or in connection with the leased premises. Under no circumstance shall TENANT's manager, members, directors, officers, shareholders, employees or partners have any personal liability under this Lease or in connection with the leased premises.

26. LANDLORD DEFAULT

LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.

27. WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other condition or duty.

28. SUCCESSORS AND ASSIGNS

The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of such party, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any principal, shareholder or any beneficiary under any trust.

29. HOLDOVER

If TENANT fails to vacate the leased premises at the expiration or termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be equal to one and one-half (1.5) times the then-current base rent for the period just proceeding such expiration or termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the expiration or earlier termination of this Lease.

30. MISCELLANEOUS

If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the

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other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. The parties' obligations under this Lease are independent. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease. The effective date of this Lease is the date of the last signature by the parties hereto.

31. BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any commercial real estate brokers concerning the leasing of the leased premises. In the event of any brokerage claims against LANDLORD by other brokers contacted by TENANT, TENANT agrees to defend the same and indemnify LANDLORD against any such claim.

32. JURY TRIAL WAIVER

NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT, FOR ITSELF AND ITS SUCCESSORS, AND ASSIGNS HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS TENANT MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD, OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUSTICE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

33.ESTOPPEL CERTIFICATE

At any time, and from time to time, upon the written request of LANDLORD or any mortgagee, TENANT within fifteen (15) days of the receipt of such written request agrees to execute and deliver to LANDLORD and/or such mortgagee, without charge and in a commercially reasonable form satisfactory to LANDLORD and/or such mortgagee, a written statement: (i) ratifying this lease; (ii) confirming the commencement and expiration dates of the term of this lease; (iii) certifying that TENANT is in occupancy of the leased premises, and that the lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated, and agreeing not to amend, modify or cancel this lease without mortgagee's written

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consent; (iv) certifying that all conditions and agreements under this lease to be satisfied or performed by LANDLORD have been satisfied and performed except as shall be stated; (v) certifying that LANDLORD is not in default under this lease and there are no defenses or offsets against the enforcement of this lease by LANDLORD, or stating the defaults and/or defenses claimed by TENANT; (vi) reciting the amount of advance rent, if any, paid by TENANT and the date to which such rent has been paid, and agreeing not to prepay rent more than thirty (30) days in advance; (vii) reciting the amount of security deposited with LANDLORD, if any; and (viii) any other information which LANDLORD or the mortgagee shall reasonably require. The failure of TENANT to execute, acknowledge and deliver to LANDLORD and/or any mortgagee a statement in accordance with the provisions of this Article within the period set forth herein shall LANDLORD shall be, at LANDLORD'S option, an event of default.

34. LANDLORD'S AND TENANT'S WORK

LANDLORD shall perform, at LANDLORD'S sole cost and expense, the work described on **Exhibit C** attached hereto ("**LANDLORD'S Work**"). LANDLORD shall complete LANDLORD'S Work in a good and workmanlike manner and in compliance with all applicable laws, regulations, codes and ordinances. LANDLORD'S Work shall be substantially complete by April 1, 2017. In the event that the LANDLORD's Work is not substantially complete and possession of the Premises has not been delivered to TENANT by April 15, 2017, then TENANT may terminate this Lease by written notice to LANDLORD, and provided that LANDLORD receives such notice prior to substantially completing LANDLORD'S Work, this Lease shall be void and of no effect, and all rights and obligations of the parties hereunder shall immediately terminate; the foregoing termination right shall be TENANT'S sole remedy for LANDLORD'S failure to timely substantially complete LANDLORD'S Work. For purposes of this Lease, "**substantially complete**" means completed to the point such that TENANT may substantially commence its work described below and any outstanding portions of the LANDLOD's Work will not interfere with or delay the TENANT's Work. LANDLORD agrees to diligently complete any LANDLORD'S Work punch list items that remain incomplete as of April 1, 2017.

TENANT shall be responsible for, at its sole cost and expense, all interior modifications and alterations to leased premises as are necessary or proper for the operation of TENANT'S business, including without limitation any life safety, ventilation, HVAC upgrades, fire suppression, grease trap, sewer and water, and code compliance improvements required to operate a restaurant in the leased premises (collectively, "**TENANT's Work**"). All of TENANT'S Work shall be subject to prior review and prior written approval of LANDLORD, which shall not be unreasonably withheld, conditioned or delayed. TENANT'S Work shall be performed (i) in a good and first-class workmanlike manner and (ii) in accordance with all applicable laws, regulations, codes, and ordinances and in accordance with the terms of this Lease.

Remainder of page intentionally left blank
Signature page for Lease follows

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WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

LANDLORD: CSH 123, LLC

Dated: ~~January~~ February 2, 2017

By: _____
Jeremy T. Harris, its duly authorized Manager

TENANT: Portland Shuck Shack LLC

Dated: January 30, 2017

By: _____
Christopher Sherman
its duly-authorized Manager

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LEASE GUARANTY

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing Commercial Lease (Net Lease) with Portland Shuck Shack LLC("**TENANT**"), Island Creek Oyster, Inc. ("**GUARANTOR**") does unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term, and condition of the Lease (including all exhibits and riders) to be performed by TENANT, including without limitation the full and punctual payment of all sums of money stated in the Lease to be payable by TENANT. The validity of this guaranty and the obligations of GUARANTOR shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, amendment, modification, or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, amendment, modification or extension, consent, or notice, GUARANTOR not being required to be notified in any event. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the Lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly and severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT or any other guarantor. GUARANTOR hereby waives notice of acceptance of this Guaranty by LANDLORD, notice of default by TENANT under the Lease, and all suretyship and guarantorship defenses generally. Failure of LANDLORD to insist upon strict performance or observance of any of the terms, provisions, or covenants of the Lease and/or this Guaranty or to exercise any right therein contained shall not be construed as a waiver or relinquishment or the failure of any such term, provisions, covenant, or rights, and the same shall continue and remain in full force and effect. Receipt by LANDLORD of rent with knowledge of the breach of any provision of the Lease and/or this Guaranty shall not be deemed a waiver of such breach. Further, GUARANTOR covenants and agree that it shall not be released from the obligations of this Guaranty, nor shall said obligations be diminished or otherwise affected: (a) by the acceptance by LANDLORD of any security for the punctual and full payment of said rent or the punctual and full performance and observance of said TENANT obligations, or the release, surrender, substitution, or modification of any security from time to time held by LANDLORD, or by any act or omission to act by LANDLORD with respect to any such security; or (b) by any other matter whatsoever whereby GUARANTOR would or might be released, it being the intent hereof that GUARANTOR shall at all times be and remain jointly and severally liable with TENANT to LANDLORD for the performance of all the terms, conditions, and provisions in the Lease contained on the part of the TENANT to be performed. Except pursuant to an express, written release executed by LANDLORD, the liability of GUARANTOR hereunder shall in no way be affected by: (a) the release or discharge of TENANT or any other guarantor or by any creditors' receivership, bankruptcy, or other proceedings; (b) the impairment, limitation, or modification of the liability of TENANT, or the estate of the TENANT in bankruptcy, or any remedy for the enforcement of TENANT'S liability under the Lease, resulting from the operation of any present or future provision of any bankruptcy or insolvency law, or other statute, or from the decision of any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or the transfer of the Lease or any interest therein by TENANT; (e) any disability or other defense of TENANT; or (f) the cessation from any cause whatsoever of the liability of TENANT. This GUARANTY shall be governed exclusively by the provisions hereof and by the laws of the State of Maine, without application of the choice of laws principles. GUARANTOR consents to the personal and subject matter jurisdiction of the United States Federal courts located in the State of Maine and the Maine State Courts located in Cumberland County Maine for the enforcement of or any dispute or matter arising under this GUARANTY. NOTWITHSTANDING ANYTHING IN THIS GUARANTY TO THE CONTRARY, GUARANTOR, FOR ITSELF AND ITS HEIRS, PERSONAL REPRESENTATIVES, AND ASSIGNS HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS GUARANTOR MAY HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY LANDLORD, OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS GUARANTY. GUARANTOR further agrees to pay all reasonable costs, legal expenses, and attorneys' fees incurred or paid by LANDLORD in the good-faith enforcement of this Guaranty. GUARANTOR

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hereby agrees that if any of their obligations hereunder shall be held to be unenforceable, the remainder of this Guaranty and its application to all obligations other than those held unenforceable, shall not be affected thereby and shall remain in full force and effect. All of the terms and provisions of this Guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by TENANT, including without limitation the payment of all sums of money stated in the Lease to be payable by TENANT.

Guarantor: **Island Creek Oyster, Inc.**

By: _____
Print name: Christopher Sherman
Its duly authorized: President

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Exhibit A- Floor Plan

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Exhibit A-1 – Patio Area

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Exhibit B- Parking Plan

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Exhibit C- Landlord's Work

LANDLORD will perform the following work to the leased premises at LANDLORD'S expense.

1) Install natural gas fired HVAC unit and appropriate spiral ducting
2) 400 amp electrical service stubbed into an electrical panel in Tenant's space, with 30 amp 208 volt stub for TENANT'S walk in cooler.
3) Individually metered natural gas service stubbed into Tenant's space at a location to be mutually agreed to on site.
4) Install ADA and city code compliant male and female bathrooms in a location to be mutually agreed upon but generally along the back wall of the space.
5) Install a wood 12' x 36' exterior deck on front of Tenant's space. (Need to mark on plans) Tenant shall have approval rights over the plan for the exterior deck.
6) A code compliant insulated demising wall will be erected to separate premises from other tenants (see plan).
7) Install additional egress door on side to meet City code to be mutually agreed upon. Looks like we can reuse existing door opening and clean it up.
8) Ensure life safety and sprinkler system meet City code for restaurant use. Tenant will be responsible for installation of a hood system and accompanying fire suppression if required.
9) Replace three front glass window panes with full storefront glass and one operable glass overhead door
10) Install one new window in blocked up openings on southern front side of building (facing driveway).
11) Repaint building exterior
12) Install two floor drains in a location to be mutually agreed upon.
13) Polish and seal existing concrete floor.
14) Landlord will fix any material defects in the building including the roof.
15) Landlord will paint the ceiling the color of tenant's choosing.
16) Reconfigure the parking lot in the Spring of 2017 to implement the parking plan in Exhibit B, pending City of Portland approval.
17) Install a Federally Compliant ADA ramp for access to Tenant's space. Ramp may be shared with other Tenants.

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Exhibit D

Restaurant Rider

Notwithstanding the terms set forth in that certain Commercial Lease (the "**Lease**") by and between CSH 123, LLC, as LANDLORD, and Portland Shuck Shack LLC, as TENANT, dated January 20, 2017, for leased premises located at 123 Washington Avenue, Portland, Cumberland County, Maine, the terms and conditions set forth in this rider (the "**Rider**") shall supplement the terms set forth in the Lease. In the event of any conflict between the terms set forth in the Lease and those set forth in this Rider, this Rider shall govern.

1. Additional Covenants and Agreements of TENANT. TENANT covenants and agrees as follows:

(a) To pay for all water consumed on the leased premises, the cost of which water (and TENANT'S sewer usage) shall be separately metered at LANDLORD'S election and at TENANT'S sole cost and expense, the cost of which, not to exceed One Thousand Two Hundred Dollars ($1,200.00), shall be reimbursed to LANDLORD by TENANT within ten (10) days of delivery of an invoice therefor. LANDLORD must provide TENANT with an invoice for installation of separate meter (not invoices for cost of water used) within 60 days of receipt of a bill for such work. If LANDLORD provides such invoice later than 60 days after receipt, TENANT shall not be responsible for such cost. If water usage is not separately metered, TENANT'S water and sewer costs shall be reasonably determined by LANDLORD. The parties acknowledge that the costs of TENANT'S actual water consumption are substantially greater than its pro-rata share of water costs for the building due to TENANT'S use of the leased premises as a restaurant.

(b) To maintain the strictest standards of cleanliness within the leased premises, such that the leased premises shall at all times be neat, clean, sanitary and free from all dirt, grease, refuse, debris, offensive odors, and Pests (as hereinafter defined).

(c) To have conducted quarterly, or with such greater frequency as circumstances may require, inspections of the leased premises for the presence in, on, under, or within the leased premises of any insects, rodents, vermin or other pests (collectively, "**Pests**"), which inspection shall be conducted by a licensed person having experience in the detection and control of Pests. If any such inspection shall reveal the presence of Pests, TENANT shall immediately cause the extermination of the same, such extermination to be conducted in strict compliance with any and all applicable laws, ordinances and regulations and with any of the provisions of the Lease pertaining to hazardous wastes or substances. If at any time during the term of the Lease, Pests shall be detected in any portion of the building other than the leased premises, and the presence thereof shall be related directly or indirectly to the conduct of TENANT'S business upon the leased premises, the removal and extermination of such Pests shall be performed at TENANT'S expense.

(d) To pay to LANDLORD, as additional rent, on demand, the entire amount (and not a pro rata share) of any increase in the rate of insurance on the building attributable solely and directly to the operation of TENANT'S restaurant business (as opposed to a store engaged in the retail sale of goods and merchandise or an office) within the leased premises.

(e) To store all trash and refuse in sealed containers located outside of the leased premises within a dumpster or similar garbage storage unit that may be provided by LANDLORD in the LANDLORD'S sole discretion. Said dumpster or other unit shall be kept in a location specified by LANDLORD, and TENANT shall pay to LANDLORD a monthly fee for use of the dumpster or other unit, which fee shall be determined in LANDLORD'S sole discretion based on TENANT'S proportionate use of the dumpster or other unit in relation to other tenants of the building. In the event TENANT fails to comply with the foregoing terms and conditions, LANDLORD shall have the right to terminate TENANT'S use of said dumpster or other unit. In the event TENANT elects not to use a dumpster or similar garbage storage unit provided by LANDLORD or TENANT'S use of said dumpster or other unit is terminated by LANDLORD, TENANT shall provide, at its

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sole cost and expense, for the prompt and regular removal of all trash and refuse generated from the leased premises, which shall be located outside of the leased premises.

(f) TENANT shall at all times sweep, pick up and properly dispose of cigarette butts and other trash from the Washington Avenue sidewalk abutting the leased premises and the southern side of the building (near the side door to the leased premises) each night as part of its closing procedure, except when snow accumulation makes such sweeping and pick up not reasonably feasible, in which case TENANT shall perform such sweeping and clean up when such snow accumulation abates so as to make such clean up reasonably feasible. TENANT shall not leave garbage bags, equipment, debris or trash outside of the side door of the leased premises and shall not leave trash or trash bags near the aforementioned dumpster or similar garbage storage unit and shall close and lock the covers on the dumpster or other unit after using the same.

(g) To dispose of all grease in a safe and sanitary manner that shall not result in any damage, clogging or other harm or malfunctioning to or of the plumbing and sewerage disposal systems serving the leased premises or building, and to have the grease trap cleaned at least quarterly.

(h) To regularly clean any ventilation system ducts and roof or wall vents used by the leased premises, such that there shall be no accumulation of grease or oil within such ducts or upon the walls or roof of the leased premises or adjoining portions of the building, and to clean and restore, at TENANT'S sole cost and expense, any surfaces on which any such accumulation does occur.

(i) To keep the leased premises in the strictest compliance with all applicable building and fire codes and regulations, and to keep upon the leased premises appropriate fire detection and extinguishment equipment and appliances in good working condition.

(j) To not play nor allow the playing of music within the leased premises prior to 5:00 p.m. on weekdays (M-F) and 12:00 p.m. on weekends (Sat, Sun) if such music is audible outside of the leased premises. A formal complaint to LANDLORD by any tenant in the building or occupant of buildings surrounding the leased premises shall be deemed to be sufficient evidence that music played in the leased premises is audible from outside of the leased premises.

(k) To not leave the common hallway entry door to the building open or ajar, except during deliveries through such door and then only for the period of time necessary to make such deliveries.

In the event that TENANT defaults its obligations in paragraphs (b), (f), (j) and (k) above, LANDLORD shall provide TENANT with written notice of any such default identifying the nature of the default and generally describing LANDLORD'S evidence of such default; LANDLORD shall be entitled to terminate the Lease and pursue its rights and remedies under Section 19 of the Lease and under law without any further notice or cure period if LANDLORD has delivered to TENANT three (3) such default notices in any twelve (12) month period.

2. HVAC Systems. LANDLORD agrees that during the term of the Lease it will keep in good condition and repair, at TENANT'S sole cost and expense, all heating, air conditioning and ventilation systems and equipment serving exclusively the leased premises. LANDLORD shall have responsibility for arranging for the replacement of such systems and equipment at Landlord's sole cost and expense.

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Signature page for Restaurant Rider follows

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WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

LANDLORD: CSH 123, LLC

Dated: 2/21/2017

By: _____
Jeremy T. Harris
Its duly authorized Manager

TENANT: Portland Shuck Shack LLC

Dated: 1/30/17

By: _____
Christopher Sherman
Its duly authorized Manager

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