

COMMERCIAL LEASE (NET LEASE)

1. PARTIES CSH 123 LLC, a Maine limited liability company with a mailing address of 75 Washington Ave, Suite 2H, Portland, Maine 04101 (“LANDLORD”), hereby leases to Forage Market, Inc., with a mailing address of 151 Saunders Road, Greene, Maine, 04236 (“TENANT”), and the TENANT hereby leases from LANDLORD the below-described leased premises.
2. LEASED PREMISES The leased premises are deemed to contain 4,068 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**, and include the outdoor seating area on the concrete platform located between the handicap access ramp and the easterly side of the building, as depicted on Exhibit A attached hereto; provided, however, that the use of such outdoor seating area by TENANT shall comply with applicable ordinances and codes and shall not in any way impair access to and from the building by other tenants and their invitees. The leased premises are accepted in “as is” condition except as expressly provided by LANDLORD’S Work in **Exhibit B**. In addition to the leased premises, LANDLORD will provide TENANT with a space on the outdoor ground of the property at 123 Washington Avenue (approximately 8 feet by 12 feet) suitable for storing and retrieving wood to be used for TENANT’S bakery oven; TENANT agrees to keep such wood storage area and its wood stack in a reasonably neat and clean condition.
3. PARKING Subject to reasonable rules and regulations imposed by the LANDLORD on all of the tenants of 123 Washington Avenue without discrimination, TENANT, its employees and guests shall have the right, in common with other tenants and on a first come first served basis, to park vehicles at 123 Washington Avenue parking lots 24 hours per day seven days a week, except when vacating the parking lot is necessary for snow removal, sweeping or maintenance. TENANT’S employees and customers will have the right to park in common with others on a non-exclusive and unreserved basis after 5 P.M. and on weekends at the adjoining 107 Washington Avenue lot under license between LANDLORD and the current owner of 107 Washington Avenue, Cotton Street Holdings LLC (an affiliate of LANDLORD); provided, however, that the license for parking at 107 Washington Avenue is revocable may be terminated by LANDLORD or Cotton Street Holdings LLC at any time and for any reason, in which event TENANT shall have no further right to park at 107 Washington Avenue. No overnight parking is permitted in the 107 Washington Avenue lot. Additionally, TENANT will be allocated eight parking spaces near the front of the building, such spaces to be non-exclusive and be shared with Island Creek Oyster Company. There will be no additional charge for the use of said dedicated parking. The 123 Washington Avenue parking plan is attached hereto as **Exhibit C**. The highlighted areas are the parking spaces dedicated for use by TENANT and Island Creek Oyster Company. LANDLORD will make no changes to the dedicated parking at 123 Washington Avenue as shown on the parking plan without TENANT’S written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
4. TERM The term of this lease shall be for five (5) years, unless sooner terminated as herein provided, commencing on September 1, 2017 (the “Commencement Date”) and expiring on August 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).
5. RENT Commencing on January 1, 2018 (a/k/a the “Rent Commencement Date”) TENANT shall pay to LANDLORD the following base rent (Lease Year’s 6 through 10 being applicable only if TENANT exercises the first of the renewal options in Section 6 below):

Lease Year	Annual Base Rent	Monthly Rent
1	\$73,224.00	\$6,102.00
2	\$74,688.48	\$6,224.04
3	\$76,182.25	\$6,348.52
4	\$77,705.89	\$6,475.49
5	\$79,260.01	\$6,605.00
6	\$80,845.21	\$6,737.10
7	\$82,462.12	\$6,871.84
8	\$84,111.36	\$7,009.28
9	\$85,793.59	\$7,149.47

payable in advance in equal monthly installments, without any offset or deduction whatsoever, 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 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 amount due LANDLORD each month in addition to the rent then due.

6. RENEWAL
OPTION

(a) So long as TENANT is not in default as of the time of exercise, TENANT shall have the option to renew this Lease for five (5) successive renewal terms of five (5) years duration each. 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 or renewal term (as applicable), 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 for the second, third, fourth and fifth renewal options which shall be as follows:

(b) The base rent payable by TENANT during the second, third, fourth and fifth renewal terms shall be that base rent which is the prevailing fair market rate with prevailing rent escalators for similar premises on the Portland peninsula (the "Fair Market Rental Value"), which base rent shall not be less than the base rent paid by TENANT in the immediately preceding lease year. Fair Market Rental Value shall be determined as set forth on **Exhibit E**. 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.

7. RIGHT OF FIRST
REFUSAL

If at any time during the term of this Lease and provided that TENANT is not in default of this Lease, LANDLORD receives an offer (the "Offer") to purchase 123 Washington Avenue (the "Property") or the leased premises (if the Property has been converted to a condominium or similar form of property ownership allowing for the sale of the leased premises as a separate unit) as a stand-alone transaction, and LANDLORD desires to accept the Offer, LANDLORD agrees to give TENANT a Right of First Refusal to purchase the Property or the leased premises (as applicable according to the Offer), as follows: LANDLORD agrees to provide TENANT with a copy of the Offer. TENANT shall then have ten (10) calendar days in which to provide LANDLORD with a written offer to purchase the Property pursuant to the terms of the Offer. In the event TENANT does not timely respond to LANDLORD with a written agreement to purchase the Property (or leased premises) pursuant to the terms and conditions of the Offer, time being of the essence, TENANT'S rights under this Article 7 shall automatically terminate with respect to the particular Offer and LANDLORD shall be free to sell the Property (or leased premises) free of any claim by TENANT pursuant to this right of first refusal. If TENANT timely agrees to purchase the Property (or leased premises) pursuant to the terms and conditions of the Offer, then LANDLORD shall be bound to sell to TENANT on such terms and conditions, provided, however, that if the time for closing on the sale in the Offer is less than sixty (60) days following the date (the "Notice Date") TENANT timely notifies LANDLORD of TENANT'S agreement to purchase pursuant to the Offer, then the time for closing on the sale shall be extended to sixty (60) days following the Notice Date. The foregoing right of first refusal shall not apply to any foreclosure, deed in lieu of foreclosure, transfers to an affiliate of LANDLORD or any principal of LANDLORD, or transfers for estate planning purposes.

8. SECURITY
DEPOSIT

Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of six thousand one hundred and two dollars (\$6,102.00), which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of the initial five (5) year term of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof, or applied to the first month's rent of the first renewal term if TENANT exercises the first renewal option, as applicable.

9. RENT
ADJUSTMENT
A. TAXES

Commencing on the Rent Commencement Date, TENANT will pay to LANDLORD as additional rent hereunder, in accordance with this Article, twenty three point six percent (23.6%) 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 a proportionate share of the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to TENANT.

B. OPERATING
COSTS

Commencing on the Rent Commencement Date, TENANT shall pay to LANDLORD as additional rent hereunder in accordance with this Article, twenty three point six percent (23.6%) 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, inspection, maintenance and repair of common building equipment, non-capital roof repairs and all other non-capital 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 (such management fee not to exceed 5% of the base rent; 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.

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. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such real estate taxes and operating expenses and also showing TENANT'S 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 thirty (30) days after such delivery, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated additional rent commencing with the first such payment due, or refunded if the year in which such additional rent exceeds TENANT'S share is the final year of the term.

10. UTILITIES

Commencing upon the execution of this Lease, 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 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 bakery and cafe. 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 shall be permitted on the leased premises; (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 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 use thereof required by law or any public authority, including without limitation the Americans with Disabilities Act, as a result of TENANT'S specific use as a place of public accommodation or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.
13. MAINTENANCE 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 unavoidable casualty and reasonable use and wear only excepted.
- A. TENANT'S OBLIGATIONS 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.
- B. LANDLORD'S OBLIGATIONS LANDLORD agrees to maintain in good order, condition and repair, and to otherwise make all necessary repairs and replacements to, the roof, exterior walls, the exterior windows, foundation, interior common areas, the building systems (including electrical, plumbing and HVAC), and structure of the building of which the leased premises are a part, and the driveways, parking areas, sidewalks, exterior lighting and landscaping. 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, unless 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 in any part of said building, or paint or place any signs, drapes, curtains, shades, 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 or for mailing privileges without on each occasion obtaining prior written consent of the LANDLORD, which shall not be unreasonably withheld, delayed or conditioned. 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, provided that such mortgagee or purchaser agrees to recognize the TENANT's rights under this Lease and providing that TENANT shall not be disturbed in its possession of the leased premises except pursuant to the provisions of this Lease, the foregoing agreement being self-operating. TENANT shall, when requested, at any time and from time to time within five (5) business days of written request of LANDLORD or any mortgagee execute and deliver such 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, 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 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, provided that such agreement will include customary provisions requiring such mortgagee or purchaser to recognize the TENANT's rights under this Lease and providing that TENANT shall not be disturbed in its possession of the leased premises except pursuant to the provisions of this Lease. 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 without notice and cure period. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises.
17. LANDLORD'S ACCESS LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter 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 six (6) months preceding the expiration of this Lease. LANDLORD reserves the right at any time within six (6) 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 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, and the extent of any insurance proceeds LANDLORD may receive, 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 or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, 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. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S 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. 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. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated in or about the leased premises, whether owned by the TENANT or others.

19. TENANT'S
LIABILITY
INSURANCE

TENANT shall (i) insure TENANT and LANDLORD as additional insured, with commercial general 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 thirty (30) days prior to 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.

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, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises, or any portion thereof, unfit for use and occupation and LANDLORD does not 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 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. All compensation awarded or paid upon a total or partial taking by a public authority shall belong to and be the property of LANDLORD without participation by TENANT and without any deduction therefrom for any present or future estate of TENANT. TENANT, however, shall be entitled to recover from the condemning authority such amounts as may be separately awarded to TENANT for the unamortized value of any leasehold improvements paid for by TENANT and not a part of any TENANT improvement allowance, and the value of TENANT's trade fixtures, removal expenses, business interruption or dislocation damages, loss of good will, lost profits, and search and relocation expenses. Any separate award to TENANT as provided in this Section shall be paid directly to TENANT by the condemning authority where possible; where the separate award due TENANT is paid to LANDLORD, LANDLORD shall hold such award in trust for TENANT and shall pay over such portion as is due TENANT immediately after receipt of such award from the condemning authority. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD'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.

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 and fails to cure such default within ten (10) days of receiving written notice from LANDLORD of such default, except that if LANDLORD has twice given such notice within any twelve (12) month period then any additional default in such payment within said twelve (12) month period shall require no further notice from LANDLORD; 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 to cure the default within said thirty (30) day period and diligently pursues the same to completion but in no event longer than ninety (90) 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, 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, 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 claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term, subject to LANDLORD'S duty to mitigate damages by reletting the leased premises. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant. TENANT shall reimburse LANDLORD for all legal fees incurred in the enforcement or 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 by LANDLORD to participate, monitor or intervene in any bankruptcy proceeding involving TENANT.

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 within 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 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 immediately upon demand therefor.

22. NOTICE

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if addressed to TENANT, and mailed registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT at the address set forth at the beginning of this Lease. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.

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, unavoidable 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 tenantable. 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; (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; and (vi) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof. 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. To LANDLORD'S actual knowledge without investigation, LANDLORD represents that the leased premises are free of Hazardous Materials in violation of law as of the Commencement Date.

25. **LIMITATION OF LIABILITY** TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The 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 ever be liable for punitive, 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.
26. **LANDLORD DEFAULT** LANDLORD shall be in default in the performance of its obligations hereunder if LANDLORD shall have failed to perform such obligations within thirty (30) days after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation, or such additional time as is reasonably required to correct any such default provided that LANDLORD has commenced to cure such default within said thirty (30) days and diligently pursues the same to conclusion. Following LANDLORD's failure to cure as required in the foregoing sentence, TENANT shall have the right to cure such default and to recover from LANDLORD the reasonable cost of curing such default and TENANT's reasonable attorneys' fees and costs incurred in recovering said costs; provided, however, TENANT shall have no right to deduct or offset such cost from payments of rent, additional rent or other charges due under this Lease.
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 LANDLORD, express or implied, shall be binding upon any person except for defaults occurring or continuing 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 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 increased to 125% of the then-current base rent for the period just preceding such 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 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 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. Except for Landlord's Manager, 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 only dealt with Kevin Fletcher of Malone Commercial Brokers concerning the leasing of the leased premises. Subject to satisfaction of TENANT'S financing contingency in Article 35 below, LANDLORD will pay Jed Rathband of Keller Williams customary leasing fees per a separate agreement, which commission shall be split with Kevin Fletcher/Malone Commercial Brokers. 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 ten (10) days of the date of such written request agrees to execute and deliver to LANDLORD and/or such mortgagee, without charge and in a 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 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 without notice and cure period.

34. LANDLORD'S AND TENANT'S WORK TENANT is leasing the leased premises in its AS IS condition and TENANT acknowledges and agrees that LANDLORD is performing no fit-up work to the leased premises except for the work outlined in Exhibit B Landlord's Work.

TENANT shall be responsible for, at its sole cost and expense, all interior modifications and alteration 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 bakery and cafe in the leased premises. All of TENANT'S Work shall be subject to prior review and prior written approval of LANDLORD, which approval shall not be unreasonably withheld, conditioned or delayed; Tenant's Work and Landlord'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.

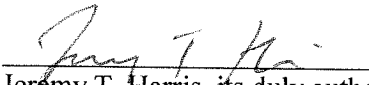
35. TENANT'S FINANCING CONTINGENCY

TENANT'S obligations under this Lease are conditioned upon TENANT'S securing by October 23, 2017, a commitment for financing, on terms acceptable to TENANT, for TENANT'S fit up of the leased premises. In the event that TENANT is unable to secure such financing commitment, and notifies LANDLORD in writing on or before October 23, 2017, that TENANT desires to terminate this Lease as a result thereof, this Lease shall be deemed terminated, however, the security deposit shall be retained by LANDLORD as liquidated damages, and neither party thereafter shall have any further obligations under this Lease. In the event that TENANT does not so notify LANDLORD on or before October 23, 2017, the foregoing condition to TENANT'S obligations under this Lease shall be deemed waived by TENANT.

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: October 4, 2017

By: 
Jeremy T. Harris, its duly authorized Manager

TENANT: FORAGE MARKET, INC.

Dated: October 4, 2017

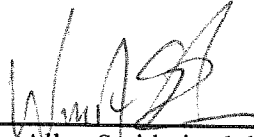
By: 
William Allen Smith, its duly authorized President

Exhibit A- Floor Plan and Outdoor Seating Area

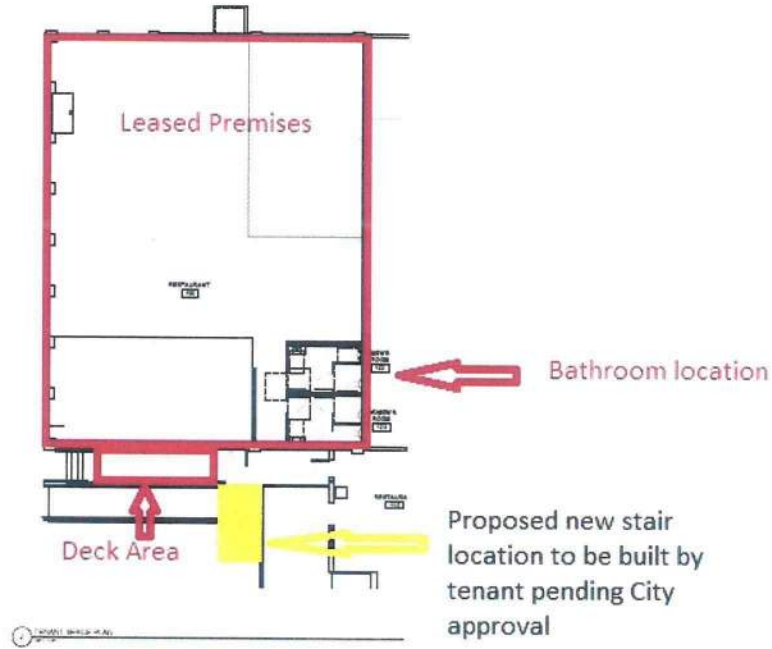


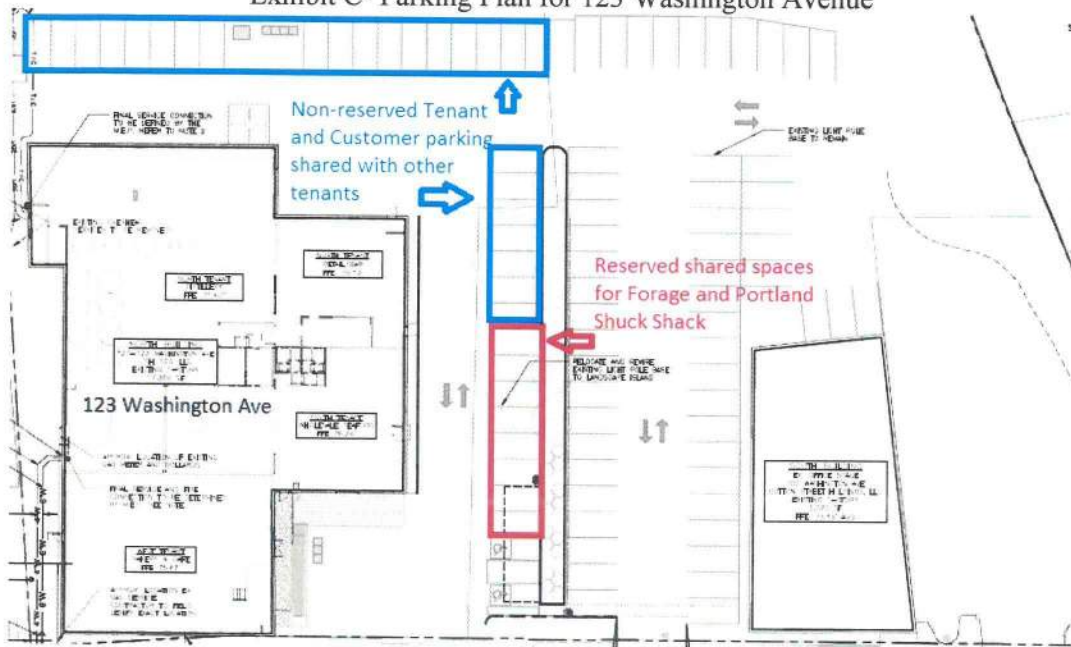
Exhibit B - LANDLORD'S Work

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

- 1) Install separately metered gas service and electrical service, which work is already complete.
- 2) Install a natural gas fired HVAC unit up to 6 tons and appropriate spiral ducting. Any supplemental HVAC will be the TENANT's responsibility.
- 3) Install ADA and City code compliant male and female bathrooms in the right back corner of the leased premises closest to the Oyster Bar.
- 4) Reimburse TENANT up to \$1,500 for the cost repairing the concrete floor after the floor drains have been installed by TENANT.
- 5) Install additional egress door on alley side of the building to meet City code. TENANT and LANDLORD will select exact location of the door that has already been purchased.
- 6) The LANDLORD'S life safety and sprinkler system work, with the exception of the to-be-built bathrooms, is complete as of lease commencement. TENANT is responsible for further modifications as required for use as a bakery or adjustments required to accommodate TENANT'S interior fit out. The TENANT will be responsible for installation of a ventilation hood system and, if required, accompanying additional fire suppression.
- 7) Install a code compliant glass and steel handicap door on the SW side wall next to the existing handicap ramp.
- 8) Reimburse the TENANT up to \$2,000.00 to modify or replace the front door. Door must be approved by LANDLORD prior to installation.
- 9) Reimburse the TENANT up to \$3000.00 to remove the current side door and replace with a window or door of TENANT'S choice. Final product to be approved by LANDLORD to maintain visual congruity.

With respect to the reimbursement of TENANT by LANDLORD pursuant to items 4, 8, and 9 above, such reimbursement shall be conditioned upon: the existence of no default under this Lease, that the applicable work is complete, and that TENANT provides LANDLORD with original, signed and notarized waivers of mechanics' liens for the applicable work.

Exhibit C- Parking Plan for 123 Washington Avenue



Restaurant Rider

Notwithstanding the terms set forth in that certain Commercial Lease (the "Lease") by and between CSH 123 LLC, as LANDLORD, and Forage Market Inc., as TENANT, dated October 6/, 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 sole cost and expense.

(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 reasonably 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 or after 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 result from 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 to the operation of TENANT'S bakery 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 inside the leased premises or within an outside 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 1/3 of the cost of maintaining and having emptied the dumpster. 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 addition to all other rights and remedies of LANDLORD for breach of the Lease. 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 sole cost and expense, for the prompt and regular removal of all trash and refuse from the leased premises. LANDLORD will provide TENANT with a suitable location or receptacle to store or dispose of recyclable material.

(f) TENANT shall at all times sweep, pick up and properly dispose of cigarette butts and other trash from the Washington Avenue sidewalk and alleyway abutting 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.

In the event that TENANT defaults its obligations in paragraphs (b) and (f), 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.

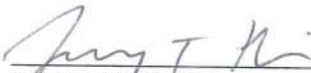
2. HVAC Systems. LANDLORD agrees that during the term of the Lease it will keep in good condition and repair, at TENANT'S sole cost and expense (such costs and expenses to be reasonable), all heating, air conditioning and ventilation systems and equipment serving exclusively the leased premises, excluding any cooking vent hood or kitchen ventilation systems, and LANDLORD shall have responsibility for arranging for the upkeep, maintenance and replacement of such systems and equipment. TENANT shall reimburse LANDLORD for the cost of any of such work within ten (10) business days of delivery of an invoice therefor.

3. Indemnity. In addition to, and not in substitution for any indemnities set forth in the Lease, TENANT agrees to hold harmless and indemnify LANDLORD from and against any and all claims, loss, costs, damages and expenses, including reasonable attorneys' fees, which arise in the event that TENANT, or its employees or contractors, fail to comply with any of the provisions contained in this Rider. TENANT agrees not to assert any immunity available under workers' compensation laws as a defense to the enforcement of the foregoing indemnity. The terms of this Section 3 shall expressly survive the expiration or earlier termination of the Lease as modified hereby.

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.

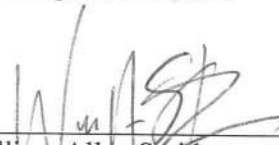
LANDLORD: CSH 123 LLC

Dated: 10/4/2017

By: 
Jeremy T. Harris
Its duly authorized Manager

TENANT: Forage Market, Inc.

Dated: 10/4/17

By: 
William Allen Smith
Its duly authorized President

FAIR MARKET RENTAL VALUE DETERMINATION

1. During the extension period of this Lease (if Tenant exercises its option to extend the Term hereof in accordance with Article 6 above) then the base rent to be paid by Tenant during each lease year of such extension period shall be determined as of the first day of such extension period and shall equal the Fair Market Rental Value.
2. The "Fair Market Rental Value" shall mean the market rate for the rental of the leased premises for the extension period, including rent escalators, that a willing, comparable, new non-renewal tenant would pay, at arms-length for space of comparable size and condition in comparable buildings in the downtown Portland, Maine area, giving appropriate consideration to the location, quality and age of the building, extent of leasehold improvements to be provided for the leased premises as though in vacant condition, the term of lease, the extent of services to be provided, distinction between "gross" and "net" lease, base year or other amounts allowed for escalation purposes (e.g. expense stop), the time the particular rental rate under consideration became or is to become effective, brokerage commissions, parking charges, if any, creditworthiness of tenant, or any other relevant term or condition; provided however, that the Fair Market Rental Value for the first lease year of such extension period shall not be less than the base rent payable during the lease year prior to commencement of such extension period. The Fair Market Rental Value shall be determined as follows:

After the exercise by Tenant of its option to extend the term, Landlord shall advise Tenant in writing of Landlord's determination of the Fair Market Rental Value prior to the expiration of the initial term. Tenant shall be deemed to have accepted the rental amount contained in Landlord's said notice, and such rental rate shall be conclusively deemed to be the Fair Market Rental Value, unless Tenant notifies Landlord in writing, within ten (10) business days after Landlord's notice, that Tenant disputes the aforementioned determination by Landlord. In the event that Tenant so disputes the determination of the Fair Market Rental Value by Landlord and the Landlord and Tenant are unable to agree on the Fair Market Rental Value within thirty (30) calendar days then the same shall be determined as follows: Landlord and Tenant each shall, within thirty (30) calendar days thereafter, appoint an independent commercial real estate broker who shall be instructed to determine independently the Fair Market Rental Value. If the difference between the amounts so determined by such brokers does not exceed ten percent (10%) of the lesser of such amounts then the Fair Market Rental Value shall be an amount equal to fifty percent (50%) of the sum of the amounts so determined (i.e., the average of such amounts). If the difference between the amounts so determined shall exceed ten percent (10%) of the lesser of such amounts then such two (2) brokers shall have ten (10) calendar days thereafter to appoint a third broker, but if such brokers fail to do so within such ten (10) calendar day period then either Landlord or Tenant may request the Maine Commercial Association of Realtors ("MCAR") or any successor organization thereto to appoint a broker within ten (10) calendar days of such request, and both Landlord and Tenant shall be bound by any appointment so made within such ten (10) calendar day period. If no such broker shall have been appointed within such ten (10) calendar days then either Landlord or Tenant may apply to any court having jurisdiction to have such appointment made by such court. Any broker appointed by Landlord or Tenant, the third broker appointed by the original brokers, by MCAR, or by such court shall be instructed to determine the Fair Market Rental Value in accordance with the definition of such term contained herein and within twenty (20) calendar days after its appointment. If the Fair Market Rental Value determined by the third broker shall exceed the higher of the first two Values then the Fair Market Rental Value shall be the higher of the first two Values; if the third Value is less than the lower of the first two Values then the Fair Market Rental Value shall be the lower of the first two Values. In all other cases, the Fair Market Rental Value shall be equal to the third broker's determination of Fair Market Rental Value. Notwithstanding the foregoing, if either party shall fail to appoint its broker within the thirty (30) calendar day period specified above (such party being referred to herein as the "failing party") then the other party may serve notice on the failing party requiring the failing party to appoint its broker within ten (10) calendar days of the giving of such notice. If the failing party shall not respond by appointment of its broker within said ten (10) calendar day period then the broker appointed by the other party shall be the sole appraiser whose determination of the Fair Market Rental Value shall be binding

and conclusive upon Tenant and Landlord. Each party shall pay for the fees and expenses of the broker appointed by it, but the fees and expenses of the third broker shall be shared equally by the parties. All brokers appointed hereunder shall be licensed commercial real estate brokers with at least fifteen (15) years of experience with leasing in City of Portland commercial leasing market. The foregoing determination shall be conclusive, final, and binding on the parties and enforceable in any court having jurisdiction over the parties.

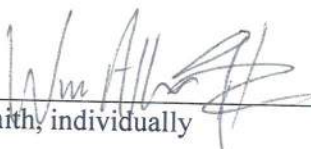
3. If the parties are unable to agree on the Fair Market Rental Value (or the arbitration procedure set forth above has not concluded) prior to the first day of the extension period then Tenant shall make monthly payments on account of base rent (in addition to all additional rent and other payments hereunder) in the amount of the prior year's base rent until the Fair Market Rental Value has been finally established as herein provided, at which time an appropriate retroactive base rent adjustment payment or refund shall be made, if necessary.

LEASE GUARANTY

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing Commercial Lease (Net Lease) (the "Lease") with Forage Market, Inc. ("TENANT"), William Allen Smith ("GUARANTOR") does 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 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. 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 HIMSELF AND HIS 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 costs, legal expenses, and attorneys' fees incurred or paid by LANDLORD in the enforcement of this Guaranty. GUARANTOR hereby agrees that if any of his 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 heirs, successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 4 day of October, 2017.

GUARANTOR:



William Allen Smith, individually