CITY OF PORTLAND, MAINE RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/26/15

LEASE

This Lease Agreement made this 15 day of July, 2015, by and between Market Milk Partners, LLC, a Limited Liability Company with a place of business at 104 Grant Street, Portland, Maine 04101 (hereinafter called "Landlord") and Blind Pig Barber Company, LLC with a mailing address of 507 State Street, Portsmouth, New Hampshire 03801 (hereinafter called "Tenant").

WITNESSETH

Article 1 Premises: Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord certain rental space located at 46 Market Street, Portland, ME 04101 (the "Property") consisting of a total area which is agreed by Landlord and Tenant to be 2,100 square feet +\- of rentable space on the lower level of the building on the Property (the "Building") to be designated by Landlord (hereinafter referred to as the "Leased Premises").

Notwithstanding the foregoing, the Landlord and its duly authorized agents shall have access to and the right to enter said Leased Premises for purposes of reading, maintaining and servicing utility meters and other mechanical systems, and to make necessary repairs and in the event of an emergency. In accessing the said premises, the Landlord shall attempt do so in a fashion least disruptive to the operation of the Tenant's business.

Article 2 Term: The Leased Premises are leased for a Term commencing on August 1st, 2015 (the "Lease Commencement Date") and terminating five (5) years thereafter on July 31st, 2020 (the "Term").

Should any additional space become available that is either adjoining or abutting the Leased Space and owned by the Landlord, Tenants shall have an option to rent the space at a mutually agreed upon rent, which shall be subject to and subordinate to any such rights (including, without limitation, any purchase or rental options) granted to any other tenant. Tenants shall have ten days to commit to and agree upon terms for the additional space. If Tenants have not done so within ten days, then it shall be offered to the public for rent. Landlord shall act in good faith ~~fail~~ to give notice to Tenant to comply with this section, prior to leasing but shall not be subject to any claim by Tenant for its failure to do so, and any such claim is hereby waived by Tenant. TGL

In the event Tenant shall continue in occupancy of the Leased Premises after the expiration of the Term, or any renewal thereof, such occupancy shall not be deemed to extend or renew the terms of the Lease, but occupancy shall, at the option of the Landlord, continue as a tenancy at will from month to month upon covenants, provisions, and conditions herein contained, and at the rent in effect during the last year of the Term or the applicable Renewal Term (if the Lease is extended by agreement to a Renewal Term or Terms) increased by fifty (50%) percent prorated and payable month to month

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IN WITNESS THEREOF, the parties have hereunder set their hands and seals all on the day and year first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

LANDLORD

MARKET MILK PARTNERS, LLC

Witness

By:
Thomas E. Watson, Its Manager

TENANT

BLIND PIG BARBER COMPANY, LLC

Witness

By: Justin Rosberg
Its: Manager

STATE OF MAINE
CUMBERLAND, ss.

7-28-15
Date

Personally appeared the above-named, Thomas E. Watson, Manager of Market Milk Partners, LLC, and acknowledged the execution of the foregoing instrument to be his free and deed and the free act and deed of said Market Milk Partners, LLC.

Before me.

Notary Public/Attorney at Law

Printed Name

CHRISTINE A. CONDON
Notary Public, State of Maine
My Commission Expires June 19, 2017

My Commission Expires:

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STATE OF ~~MAINE~~ New Hampshire
~~CUMBERLAND, ss~~
Rockingham, ss

July 15, 2015
Date

Personally appeared the above-named, Justin Rosberg, in his capacity as Manager of Blind Pig Barber Company, LLC and acknowledged the execution of the foregoing instrument to be his free act and deed and the free act and deed of said Blind Pig Barber Company.

Before me.

Justin P. Nadeau
Notary Public/~~Attorney at Law~~/Justice of the Peace
Justin P. Nadeau
Printed Name
My Commission Expires:

JUSTIN P. NADEAU
STATE OF
- MY -
COMMISSION
EXPIRES
SEPTEMBER 3,
2019
NEW HAMPSHIRE
JUSTICE OF THE PEACE

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GUARANTY

FOR VALUE RECEIVED, and in consideration for and as an inducement to Market Milk, LLC (the "Landlord") to enter into the Lease of near or even date herewith, with Blind Pig Barber Company, LLC (the "Tenant") (the "Lease"), the undersigned Justin Rosberg (the "Guarantor"), unconditionally guaranties the full performance and observance of all the covenants, conditions and agreements provided in the Lease to be performed and observed by the Tenant, the Tenant's successors and assigns, and expressly agrees that the validity of this agreement and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the granting by the Landlord of any indulgences to the Tenant or by reason of the assertion by the Landlord against the Tenant of any of the rights or remedies reserved to the Landlord pursuant to the provisions of the Lease or by the relief of the Tenant from any of the Tenant's obligations under the Lease by operation of law or otherwise (including, but without limitation, the rejection of the Lease in connection with proceedings under the bankruptcy laws now or hereafter enacted); the Guarantor hereby waiving all suretyship defenses. The obligations of the Guarantor include the payment to the Landlord of any monies payable by the Tenant under any provisions of the Lease, at law, or in equity, including, without limitation, any monies payable by virtue of the breach of any warranty, the grant of any indemnity or by virtue of any other covenant of the Tenant under the Lease.

The Guarantor further covenants and agrees that this Guarantee shall remain and continue in full force and effect as to any renewal, modification or extension of the Lease, whether or not the Guarantor shall have received any notice of or consented to such renewal, modification or extension, provided that if the Lease is assigned to a third party not affiliated with the Tenant or the Guarantor, then the Guarantor shall not be responsible with respect to the novation of the Lease after the expiration of the initial term and any extension terms contained in the Lease or any amendment approved by the Guarantor. The Guarantor further agrees that the liability of the Guarantor under this Guarantee shall be primary (and that the heading of this instrument and the use of the word "guarantee(s)" shall not be interpreted to limit the aforesaid primary obligations of the Guarantor), and that, in any right of action which shall accrue to the Landlord under the Lease, the Landlord may, at the Landlord's option, proceed against the Guarantor, any other guarantor, and the Tenant, jointly or severally, and may proceed against the Guarantor without having commenced any action against or having obtained any judgment against the Tenant or any other guarantor. Until satisfaction of the obligations guaranteed hereunder, the Guarantor shall not exercise any and all rights the Guarantor may have at any time (whether arising directly or indirectly, by operation of law or by contract or otherwise) to assert any claim against the Tenant on account of payments made under this Guarantee, including, without limitation, any and all rights of or claim for subrogation, contribution, reimbursement, exoneration and indemnity, and further shall not exercise any benefit of and any right to participate in any security deposit or other collateral which may be held by the Landlord; and the Guarantor will not claim any set-off or counterclaim against the Tenant in respect of any liability the Guarantor may have to the Tenant. The Guarantor further represents to the Landlord, as an inducement

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for the Landlord to enter into the Lease, that the Guarantor owns all of the ownership interests in the Tenant and shall directly benefit from Tenant's entry into the Lease, that the execution and delivery of this Guarantee is not in contravention of the Tenant's articles of formation, bylaws or operating agreement (as applicable) or applicable state laws and has been duly authorized.

It is agreed that the failure of the Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by the Landlord of rent with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.

It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the respective successors and assigns of the Landlord, and shall be binding upon the heirs, executors, administrators and assigns of the Guarantor.

This Guaranty shall be subject to the limitations of the second paragraph of Article 24 of the Lease.

IN WITNESS WHEREOF, the Guarantor has executed this instrument, under seal, this 15 day of July, 2015.

Justin P. Nadeau
Witness

Justin Rosberg

STATE OF New Hampshire
COUNTY OF Rockingham, ss

Then personally appeared before me this 15th day of July, 2015, the above-named Justin Rosberg, who acknowledged the foregoing instrument as his free act and deed.

Justin P. Nadeau
Notary Public Justice of the Peace
Name: Justin P. Nadeau
My Commission Expires:

JUSTIN P. NADEAU
STATE OF NEW HAMPSHIRE
- MY COMMISSION EXPIRES SEPTEMBER 3, 2019 -
JUSTICE OF THE PEACE