

FIRST AMENDMENT TO STATE THEATRE LEASE

This First Amendment to State Theatre Lease ("Amendment") is made this 22 day of July, 2015 by and between Crobo, LLC, a Maine limited liability company ("Tenant") and Crostone Portland LLC, a Vermont limited liability company ("Landlord").

A. Tenant is the tenant under a State Theatre Lease dated May 20, 2010 (the "Lease") made with Stone Coast Properties, LLC as landlord, with respect to certain premises described therein (the "Premises") as consisting of "those certain premises situated at 609 Congress Street, Portland, Maine known as The State Theatre, consisting of approximately 17,000 square feet +/- (but no representation or warranty is made by Landlord as to the accuracy of said figure) including the front box office and theatre entrance on Congress Street, Suite 200 (commonly known as the Green Rooms or the area located behind the second floor elevators on Congress Street) consisting of 2,000 square feet of space +/-, (but no representation or warranty is made by the Landlord as to the accuracy of said figure) on the second floor of the Building, the kitchen area behind the back hallway leading from the front box office and theatre entrance which area is also accessed from the storefront entrances located at 144 and 146 High Street consisting of 625 square feet of space +/-, (but no representation or warranty is made by the Landlord as to the accuracy of said figure), the lower level which formerly contained the men's bathroom, and the loading dock accessed through the Alley off of High Street."

B. Landlord is the contract purchaser with respect to the real property known as and numbered 603-617 Congress Street and 142 High Street, Portland, Maine (the "Property"), which includes the Premises, pursuant to a Purchase and Sale Agreement for the Property dated March 30, 2015 made between Crobo, LLC as buyer and Stone Coast Properties, LLC as seller, as amended by First Amendment to Purchase and Sale Agreement effective June 12, 2015, which was assumed by Landlord, as buyer, by Assignment of Purchase and Sale Agreement dated July ___, 2015.

C. Tenant and Landlord both desire to extend the term of the Lease until December 31, 2030 and to otherwise modify the Lease in the manner set forth in this Amendment, contingent on Landlord's acquisition of the Property.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Landlord and Tenant agree that if Landlord acquires the Property, then upon Landlord's acquisition of the Property they agree as follows:

1. Section 2 of the Lease shall be deleted and replaced with the following provision:

2. Term:

This Lease shall commence on June 1, 2010 (the "Commencement Date") and shall expire on December 31, 2030 (the "Term").

2. Section 5 of the Lease shall be deleted and replaced with the following provision:

Email: ehoekstra@redstonevt.com

with a copy to:

Murphy Sullivan Kronk
Attention: Jeremy Farkas, Esq.
275 College Street
P.O. Box 4485
Burlington, VT 05406-4485
Telephone No.: (802) 861-7000
Fax No.: (802) 861-7007
Email: jfarkas@mskvt.com

4. This Amendment may be made by counterparts, each of which shall be deemed an original and together shall be deemed to constitute the Amendment. Such counterparts may consist of documents which are photocopies, portable document files, facsimile transmissions or similar reproduction methods. Upon the request of either party, the other shall furnish a copy or copies with original signature within five (5) business days.

5. Except as set forth herein, all terms, conditions and provisions of the Lease remain unmodified, confirmed and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

Signature Pages to Follow

In Presence of:

LANDLORD:



Witness


Crostone Portland LLC

By: 

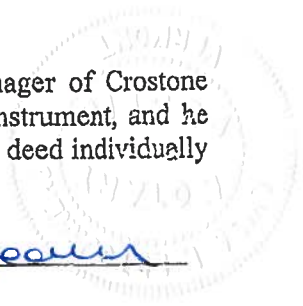
Erik J. Hoekstra, Manager

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

On this 23 day of July, 2015, personally appeared Erik J. Hoekstra, Manager of Crostone Portland LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed and sealed, to be his free act and deed individually and on behalf of Crostone Portland LLC.

Before me, 

Notary Public
My commission expires: 2/10/19



TENANT

Crobo, LLC

Andrew Champagne
Witness

By: [Signature]
James Glancy, Member

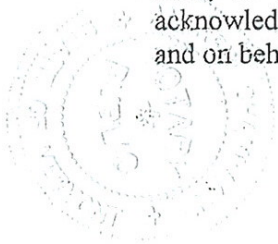
By: Crothers Entertainment & Production, LLC,
Member

[Signature]
Witness

By: [Signature]
J. Alex Crothers, Member

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

On this 22 day of July, 2015, personally appeared J. Alex Crothers, being the Member and Authorized Agent of Crothers Entertainment & Production, LLC, being a Member of Crobo, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed and sealed, to be his free act and deed individually and on behalf of Crothers Entertainment & Production, LLC and on behalf of Crobo, LLC.



Before me, [Signature]
Notary Public
My commission expires: 2/10/17

STATE OF NEW YORK Justice of Andrew Champagne 802
NEW YORK COUNTY, SS. Peace 32 Greene St 545-0717
& Notary State of NY

On this 23 day of July, 2015, personally appeared James Glancy, Member and authorized agent of Crobo, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed and sealed, to be his free act and deed individually and on behalf of Crobo, LLC.

Before me, [Signature]
Notary Public
My commission expires: 12/10/2016

CHARLES DAVID ADLER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AD6273258
Qualified in New York County
Commission Expires Dec. 10, 2016