

COMMERCIAL LEASE

THIS INDENTURE OF LEASE is made this ____ day of July, 2017 between **BAYVIEW COURT, LLC**, whose address is 10 Moulton Street, 4th Floor, Portland, Maine 04101 (hereinafter referred to as "Landlord"), and **BINDLESTIFF VENTURES, LLC d/b/a Motive Furniture and Gallery**, whose address is 333 Forest Avenue, Portland, Maine 04103 (hereinafter collectively referred to as "Tenant").

WITNESSETH:

In consideration of Tenant's obligation to pay rent and of the other terms, covenants and conditions hereof, Landlord does hereby demise and lease unto Tenant, the premises the premises comprised of approximately Two Thousand Four Hundred and Eighty Six (2,486) square feet of leased space in the building (hereinafter referred to as the "Building") located at 333 Forest Avenue in Portland, Maine as depicted on the building diagram a copy of which is attached hereto as Exhibit A, together with parking in common with all other tenants of the Building and the adjacent buildings owned by Landlord, in the designated spaces along the northwest side of the building (the "Leased Premises") for the lease term specified in Section 1.1 hereof.

Tenant shall have the use, at no additional rent to Tenant, of the basement space associated with the Leased Premises together with the rear exterior basement door and the exterior ramp leading to the basement of the Building provided, however, that Tenant recognizes and acknowledges that vehicle use of the ramp may be limited by the configuration of the property boundary and such vehicle access may require cooperation of or permission from parties other than Landlord. Landlord therefore does not warrant that vehicle access to the ramp will be available to Tenant.

ARTICLE I

1.1 Term. Landlord leases the Leased Premises to the Tenant for a term of Five (5) Years, from 12:01 a.m., August 1, 2017 to 12:00 p.m. midnight July 31, 2022.

1.2 Renewal Option. In addition to the initial five (5) year term of this Lease, Tenant shall have the option to extend the term of this Lease for two additional five (5) year periods the first beginning on August 1, 2022 and ending on July 31, 2027 and the second beginning on August 1, 2027 and ending on July 31, 2032 (each a "Renewal Period"); provided, however, that (i) Tenant shall deliver to Landlord written notice of its election to

exercise said option not later than one hundred eighty (180) days prior to the expiration of the preceding term; and (ii) Tenant shall not be in default of any of its obligations under this Lease at the time it delivers notice of its election to exercise either of said options to extend; provided however, that if Tenant is in default hereunder at such times but still has time to cure such default pursuant to the terms of this Lease, Tenant shall not be deemed to be in default for purposes of this paragraph if Tenant does in fact cure such default within the applicable period. All the terms and conditions of this Lease shall be applicable in the event of an extension hereof pursuant to this paragraph, except that Tenant shall have no option to extend this Lease beyond the expiration of the second Renewal Period. During each Renewal Period, Tenant shall pay rent to the Landlord, in advance, on the first day of each month throughout such Renewal Period, at the rental set forth in section 1.6 below. Failure to give written notice by Tenant of its intent to exercise its options to extend this Lease within the time limits herein provided shall be deemed a waiver of any right by Tenant to so extend, provided, however, that failure to give such written notice within the time limits herein specified may be waived in writing, and only in writing by the Landlord. Failure to effectively exercise the option to renew for the First Renewal Period shall constitute a waiver of the option to renew for the Second Renewal Period.

1.3 Base Rent. During the original term of this Lease, the Tenant shall pay to the Landlord, in advance, on the first day of each month throughout the initial term of this Lease, commencing on August 1, 2017 (such date as so determined to be referred to as the "Rent Commencement Date"), base rent as follows:

MONTHLY BASE RENT:	8/1/2017 – 7/31/2018	\$2,900.33
	8/1/2018 – 7/31/2019	\$3,003.92
	8/1/2019 – 7/31/2020	\$3,107.50
	8/1/2020 – 7/31/2021	\$3,211.08
	8/1/2021 – 7/31/2022	\$3,314.67

At the time of the execution of this Lease, Tenant shall prepay the first six (6) months Monthly Base Rent in the total amount of \$17,401.98. Tenant's next monthly rent payment shall be due on February 1, 2018.

1.4 Additional Rent. Tenant shall pay Landlord as additional rent hereunder, the following:

(a) Taxes In the event that the real estate taxes for the Property (i.e the entire tax parcel of which the Leased Premises are a part) shall be greater for any tax year during the

term of this Lease than “Base Year Taxes” assessed by the city of Portland for the tax year ending June 30, 2017, whether by reason of an increase in the tax rate, the assessed valuation or for any other reason, Tenant shall pay to Landlord as Additional Rent hereunder, an Escalation Charge equal to the amount by which the current year taxes exceed the Base Year Taxes (the “Excess Taxes”) multiplied by Tenant’s Prorata Share. During each year of this Lease, Tenant shall make monthly estimated payments to Landlord, as additional rent, for Tenant’s Prorata Share of such Excess Taxes for the then current fiscal 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 such Excess Taxes as estimated by Landlord for the current fiscal year. At the end of each tax year, Landlord shall deliver to Tenant a statement showing the amount of such Excess Taxes and also showing the Tenant’s share of such Excess Taxes. The Tenant shall, within thirty (30) days after such delivery, pay the 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 refunded to Tenant within 90 days after the annual reconciliation is completed by Landlord. “Tenant’s Prorata Share” for purposes of this Lease shall be equal to (i) the total square feet of Tenant’s Leased Premises divided by (ii) the total tenantable square feet of the building(s) located on the tax parcel of which the Leased Premises are a part.

Taxes assessed and levied against the real estate (which term shall include personal property to the extent that elevators, air conditioning equipment, or similar building appurtenances for the use and benefit of all of the occupants of the building are classified as personal property for tax purposes) (“Taxes”) shall mean all real estate taxes, betterments, assessments (special or general, ordinary or extraordinary), including, without limitation, so-called improvement district assessments, water and sewer taxes, and any other charges made by public authority which upon assessment or upon failure of payment become a lien upon the building of which the premises are a part or the personal liability of Landlord.

In the event Landlord is required to pay to any taxing authority any amount as sales taxes, gross receipt taxes, or any tax of like nature specifically measured as a percentage of, or fraction of, or other factors based upon the rent payable hereunder (whether in lieu of, or in addition to, real estate taxes) then such amount shall be treated as real estate taxes hereunder. In addition, in the event Landlord is required to pay to any taxing authority any amounts as income taxes which are in lieu of real estate taxes, then such amounts shall be treated as real estate taxes hereunder; provided, however, that this sentence shall not be interpreted as meaning that Tenant has any responsibility to pay, in part or in whole, any of (or any increases in) Landlord’s income taxes to any taxing authority except as the same as assessed and levied in lieu of real estate taxes.

In the event that such Taxes are abated, reduced or refunded for any fiscal year in which Tenant paid an Escalation Charge, an equitable refund of such charge shall be made to reflect Tenant's pro rata share of such reduction less all out-of-pocket costs incurred by Landlord in securing the same, but the pendency of any application or other proceeding relating to any such abatement, reduction or refund shall not delay the computation and payment by Tenant of its share of any Escalation Charge.

(b) Special Costs and Expenses. In addition to all of the foregoing, Tenant agrees, for each fiscal year, to pay its prorata share of any costs and expenses (hereinafter "special costs and expenses") incurred by Landlord in an effort by Landlord to reduce the operating and maintenance costs of the building or to make the building conform with applicable law, including, without limitation, all costs incurred by Landlord in an effort to seek an abatement, reduction or refund of real estate taxes. At the end of each fiscal year, Landlord shall deliver to Tenant a statement showing said "special costs and expenses" and also showing Tenant's share of said amount. Tenant shall, within thirty (30) days after said delivery, pay Tenant's share to Landlord as supplemental rent.

1.5 Late Fee. If Tenant does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms of this Lease, 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 four percent (4%) of the amount due Landlord for one month; and, in addition, if any installment of base rent, supplemental and additional rent, or other fees or charges remains unpaid for fifteen (15) days after the due date thereof, Tenant shall also pay Landlord interest thereon from the due date until paid in full at an interest rate equal to the lesser of eighteen percent (18%) per annum or the highest applicable rate permitted by law.

1.6 Renewal Period Rent. If Tenant effectively exercises its option(s) to extend this Lease for the first and the second Renewal Periods as set forth in paragraph 1.2 above, Tenant covenants and agrees to pay to Landlord in advance, on the first day of each month of the Renewal Period so exercised, Monthly Base Rent as follows:

MONTHLY BASE RENT:	8/1/2022 – 7/31/2023	\$3,418.25
(First Renewal Period)	8/1/2023 – 7/31/2024	\$3,521.83
	8/1/2024 – 7/31/2025	\$3,625.42
	8/1/2025 – 7/31/2026	\$3,729.00
	8/1/2026 – 7/31/2027	\$3,832.58

MONTHLY BASE RENT:	8/1/2027 – 7/31/2028	\$3,936.17
(Second Renewal Period)	8/1/2028 – 7/31/2029	\$4,039.75
	8/1/2029 – 7/31/2030	\$4,143.33
	8/1/2030 – 7/31/2031	\$4,246.92
	8/1/2031 – 7/31/2032	\$4,350.50

ARTICLE II

Reserved

ARTICLE III

Security Deposit

Tenant agrees and does hereby deposit with Landlord the sum of Two Thousand Nine Hundred Dollars and Thirty Three Cents (\$2,900.33) as a Security Deposit. Landlord shall hold the said Security Deposit throughout the term of this Lease, without interest, as a security deposit for faithful performance of all of Tenant's obligations hereunder. Landlord shall have the right to apply all or any part of such deposit to the curing of any default that may exist hereunder without prejudice to any other remedy which Landlord may have on account of such default. In the event that Landlord applies any or all of the security deposit as allowed in this section or under applicable law, Tenant shall, within 10 days of demand therefore by Landlord, replenish such deposit to its original sum. Failure to comply with such demand by Landlord shall constitute an event of Default hereunder.

ARTICLE IV

Additional Covenants of Tenant

4.1 Tenant shall pay when and as the same become due and payable all personal property taxes assessed against the Tenant's furnishings, equipment, personal property of every kind and inventory.

4.2 Tenant shall at its own cost and expense maintain insurance on its furnishings, equipment, inventory and other personal property located in and on the Lease Property.

4.3 Tenant shall maintain throughout the term of this Lease or any extension thereof, a policy or policies of general liability insurance under which Landlord and Tenant

are named as insured, indemnifying the Landlord, the Tenant and any mortgagees against all claims and demands for any personal injuries to or death of any person and damage to or destruction or loss of property which may have or be claimed to have occurred upon the Leased Premises or the sidewalks or ways adjoining the same in amounts not less than \$2,000,000.00 (Two Million Dollars) for injury to or death of one or more persons in any single accident and for not less than \$250,000.00 (Two Hundred and Fifty Thousand Dollars) for damages to or destruction or loss of property, or, at Tenant's option, \$2,000,000.00 (Two Million Dollars) combined single limit. Such insurance policy(s) shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice.

4.4. Tenant shall keep and maintain the Leased Premises including the interior and exterior of the building and the utilities in good rentable order and condition, subject to fire or unavoidable casualty, reasonable wear and tear excluded. Any trash, garbage or other refuse, including but not limited to the refuse from the operation of Tenant's business, shall be kept in a trash container and furthermore shall be kept in a neat and orderly manner.

4.5 Tenant shall neither commit nor permit waste upon the Leased Premises nor permit any person to use the Leased Premises or Tenant's furnishings or any portion thereof for any illegal purposes.

4.6 Tenant hereby agrees to save and keep the Landlord harmless and indemnified against and from the claims, actions, damages, liability and expenses (including attorney's fees) of any persons, including without limiting the generality of the foregoing, employees, sublessees (if permitted under the terms of this Lease), agents, and invitees of the Tenant, on account of any injury to, or death of, persons and damage to or destruction of property occurring on or about the Leased Premises, or arising from or out of the use, occupancy, operation or possession of the Leased Premises by the Tenant except as caused by negligence of the Landlord, his agents or employees.

4.7 Tenant shall not underlet the Leased Premises or any part thereof or assign this Lease or grant to any person the right to carry on business on the Leased Premises or any part thereof, except with the prior written consent of the Landlord, which consent shall not be unreasonably withheld. In the event that Tenant so underlets the Leased Premises, Tenant shall remain liable to Landlord for all its obligations hereunder and Tenant shall pay over to Landlord on a monthly basis any excess of the rent payable by such SubTenant or Assignee over the rent called for hereunder. No other provision of this Lease shall be deemed to waive this provision.

4.8 Tenant agrees to conform with all state and municipal laws and ordinances affecting the use of the Leased Premises and promptly comply with (and execute all applications and other documents required for such compliance), at its own cost and expenses, all laws, rules, orders, ordinances and regulations of any public authority and of the National Board of Fire Underwriters, having jurisdiction which shall impose any duty upon the Landlord or the Tenant with respect to and by reason of the nature of the use by the Tenant or any person claiming under it of the Leased Premises.

4.10 Upon the expiration of this Lease, or on the expiration of its occupancy of the Leased Premises, the Tenant agrees to peaceably yield up unto the Landlord all and singular the Leased Premises in good order, repair and condition as the same may be at the commencement date or may be put in thereafter, excepting reasonable wear and tear.

4.11 Notwithstanding any provisions in this Lease to the contrary, the Tenant's inventory, equipment, furniture, and all merchandise, supplies, effects and other property of every kind, type, nature and description of the Tenant and of all persons claiming by, through or under the Tenant, except as herein otherwise provided, which may be on the Leased Premises during the continuance of this Lease or any occupancy by the Tenant thereof, shall be at the sole risk and hazard of the Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipe or pipes, by theft or from any other cause, except the willful act of the Landlord, his agents, or employees, no part of said loss or damage is to be charged to or be borne by the Landlord, and Tenant hereby agrees to forever hold Landlord harmless from and to indemnify Landlord against any and all loss, cost, debt, claim, damage, judgment and expense suffered or incurred by Tenant in connection therewith.

4.12 That it shall be lawful for the Landlord and those having their estate in the premises, their agents and servants, at all reasonable times, with reasonable advance notice except in an emergency and without interfering with the operation of the business being conducted upon the Leased Premises, to enter in and upon said premises to examine the conditions thereof.

4.13 That any trade fixture, equipment and other property installed in or attached to the Leased Premises by and at the expense of the Tenant, shall remain the property of the Tenant, and the Landlord agrees that the Tenant shall have the right at any time from time to time prior to the expiration of this Lease or within a reasonable time thereafter to remove any and all of its trade fixtures, equipment and other property which it may have stored or

installed in the Leased Premises. The Tenant agrees to repair any damage to the Leased Premises caused by the removal of any such property and to leave said property in a clean and neat condition, subject to reasonable wear and tear.

4.14 Tenant has inspected the Leased Premises and accepts same in its present condition.

ARTICLE V

Alterations and Additions.

Tenant shall not make any additions, alterations, or improvements in or upon the Leased Premises, without on each such occasion obtaining the prior written consent of the Landlord which consent shall not be unreasonably withheld. The parties acknowledge that Tenant shall be responsible for all improvements, including without limitation, walls, flooring, ceilings, interior electric, interior heating, ventilation and air conditioning, interior plumbing and all other improvements required by Tenant to meet its needs for its intended use of the Premises (the "Tenant's Improvements"). All of such improvements, additions, repairs or alterations, shall belong to the Landlord, remain on and be surrendered with the Leased Premises on the expiration or termination of the term hereof. However, the following conditions shall apply:

5.1 The work shall be performed in a first class workmanlike manner, using first class material and in conformity with all applicable laws, ordinances and regulations of all municipal or other governmental departments or authorities having jurisdiction thereof, and the local Board of Fire Underwriters.

5.2 The Leased Premises will be kept free of all mechanics' and labor claims and liens, and Tenant will indemnify Landlord for any expenses incurred (including reasonable attorneys' fees) as a result of a breach by tenant of this sub-paragraph.

5.3 The Tenant agrees to indemnify and forever save the Landlord harmless from all costs and expenses (including reasonable attorneys' fees) and claims from all injury to and death of persons and damage to or destruction of property arising out of or caused by such work.

ARTICLE VI

Common Areas

The term “Common Area” as used in this Lease shall mean the following portions of the Property:

- (i) the parking areas at the Property;
- (ii) all vehicular roadways at the Property providing access to and from the adjacent public highways, all the interior vehicular roadways across the Property’s parking areas (except any roadways) or portions thereof which may from time to time constitute duly dedicated public streets or highways);
- (iii) all sidewalks, walkways, aisles, and covered and open malls providing pedestrian access to any building at the Property;
- (iv) all other portions of the Property, including the structure and roof of the building at the Property, not within any of the rented spaces at the Property;
- (v) all landscaped and planted areas;
- (vi) all utility lines and systems, sewer lines, storm water systems within the Property and the buildings owned by the Landlord at the Property;
- (vii) lighting of parking areas.

ARTICLE VII

Use of Premises

Tenant agrees that the Leased Premises shall, during the term of this Lease, be used and occupied only as a facility for the refurbishment and retail sale of furniture (with related consulting and office space). Tenant shall restrict the use of the Leased Premises to such purposes and shall not use or permit use of the Leased Premises for any other purpose without the written consent of Landlord. Tenant agrees that it will not use paints, stains or other products in a manner which will result in odors or smells in any other portion of the Building, including but not limited to the apartment units above the Leased Premises.

ARTICLE VIII

Waiver of Subrogation

Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine (even though extra premium may result therefrom), Lessors and Lessee mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims that their respective insurance companies shall have, and such insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this paragraph shall be deemed to modify or otherwise effect releases elsewhere herein contained of either party for claims.

ARTICLE IX

Covenants of Landlord

Landlord covenants with Tenant as follows:

9.1 Tenant shall have the right to place a sign upon the Property of the Landlord at a place approved by the Landlord. Such sign shall be of a size and type also approved by the Landlord. The approval of the Landlord shall not be unreasonably withheld.

9.2 Landlord agrees that it will maintain throughout the term of this Lease or any extension thereof a policy or policies insuring the building at the Property against damage or loss by fire and other casualties in an amount equal to the full insurable value thereof.

ARTICLE X

Condemnation

10.1 If at any time during the term of this Lease the whole or any part of the Leased Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, or by private sale in lieu thereof the Landlord shall be entitled to and shall receive any and all awards that may be made in any such proceeding; and the Tenant hereby assigns and transfers to the Landlord and to any mortgagee as his interest may appear any and all such awards that may be made to Tenant.

It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for trade fixtures of Tenant, and any damages for expenses awarded separately to Tenant; provided, however, that any proceeding instituted by the Tenant to recover the same shall not interfere with any proceeding of the Landlord to recover for such taking.

10.2 If such proceedings shall result in the taking of the whole or substantially all of the Leased Premises, this Lease and the term hereof shall terminate and expire on the date of such taking, and the net rent, additional rent, and other sums or charges provided in this Lease to be paid by Tenant shall be apportioned and paid to the date of such taking.

10.3 If less than the whole or less than substantially all of the Leased Premises shall be taken in such proceedings, this Lease shall terminate only as to the portion of the Leased Premises so taken, and at Tenant's option this Lease shall continue for the balance of its term as to the part of the Leased Premises remaining with a proportionate abatement of rent (in the proportion that the remaining portion bears to the Leased Premises). The term shall remain unaffected and the other charges shall be appropriately adjusted.

10.4 If less than the whole or less than substantially all of the Leased Premises shall be taken in such proceedings, the Landlord shall with reasonable dispatch, repair the remaining portion of the building on the Leased Premises so as to restore such building as a building complete in itself, but the Landlord shall not be obliged to expend thereon more than the sum allowed to and received by the Landlord in such condemnation proceeding for damage to the building, less all expenses incurred by the Landlord in such proceeding. An abatement of rent in accordance with the formula described in subparagraph (c) above shall apply during such restoration.

10.5 For the purposes of this Article, substantially all of the Leased Premises shall be deemed to have been taken if the portion of the Leased Premises not so taken does not constitute a complete plot and structure usable by the Tenant as an entity for the proper conduct of its business.

ARTICLE XI

Damage or Destruction by Fire or Casualty

In case the Leased Premises or any substantial part thereof during the said term be so destroyed or damaged by fire or other casualty as to be unfit for occupation or use by

Tenant, then Landlord shall, within 30 days after Landlord is made aware of such damage, provide to Tenant written notice of Landlord's intention of whether or not to repair or replace the Leased Premises and if so, the Landlord's estimate of the time necessary for such repair or replacement. Such decision shall be made in the sole discretion of the Landlord and any estimates of time for repair made by Landlord shall be made in good faith but shall not subject Landlord to liability to Tenant for failure to accomplish such repairs in the time established. In the event that Landlord notified Tenant within the said 30 day period of its intention to repair or replace the Leased Premises, Tenant shall have 10 days from the date of its receipt of said notice to advise Landlord in writing of its intention to agree to said period of repair during which the rent shall be suspended or abated as provided in this Article, or to terminate this Lease. If the Landlord provides notice of its intention not to repair or replace, or if Landlord decides to repair and Tenant thereafter gives notice of its intent to terminate this Lease, then the Lease shall be terminated upon receipt by the non-terminating party of such notice, neither party thereafter having any further rights, duties or obligations under this Lease. Such termination shall not affect any pre-existing debts owed by either party to the other.

In case the Leased Premises or any substantial part thereof during said term be so destroyed or damaged by fire or other casualty so as to be unfit for occupation or use by Tenant, as aforesaid, then the rent hereinbefore reserved, or a fair and just proportion thereof, according to the nature and extent of the damages sustained, shall be suspended or abated until the premises shall be rebuilt or put in proper condition for use and occupancy by the Landlord and/or the Tenant; or until these presents are terminated pursuant to this Article.

ARTICLE XII Subordination and Estoppel

12.1 Tenant agrees at the request of Landlord to subordinate this Lease to any mortgage placed upon the premises by Landlord and, if required by the mortgagee, to agree not to prepay rent more than ten (10) days in advance, to provide said mortgagee with notice of and reasonable opportunity to cure any defaults by Landlord, and not to amend, modify or cancel this Lease without mortgagee's written consent, provided that the holder of such mortgage enters into an agreement with Tenant by the terms of which such holder agrees not to disturb the Tenant in its possession of the premises so long as Tenant continues to perform its obligations hereunder and, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise, to accept Tenant as tenant of the premises under the terms and conditions of this Lease, and Tenant agrees to recognize such holder or

any other person acquiring title to the premises as having the rights of the Landlord and to attorn to said holder or other person if requested. Tenant and Landlord agree to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions.

12.2 The Tenant shall, within three days after request in person or within five days after request by mail, furnish to Landlord a written statement, duly acknowledged, setting forth the rental amounts due under this Lease, the terms of payment and expiration date or renewal option of the Lease, the date to which rent has been paid, an acknowledgment that rent has not been prepaid, whether any offset or defenses exist against the rent due, and if any are alleged to exist, the nature thereof shall be set forth in detail, and any other information reasonably requested in connection with this Lease. The failure of Tenant to execute, acknowledge, and deliver to Landlord a statement in accordance with the provisions of this paragraph within the period set forth shall constitute acknowledgment by Tenant, which may be relied upon by Landlord and third parties that this Lease has not been assigned, amended, changed or modified, is in full force and effect and that the base rent and additional rent due under this Lease have been duly and fully paid not beyond the respective due dates immediately preceding the date of the request for such statements, a waiver of any defaults by Landlord or defenses or offsets against the enforcement of this Lease by Landlord which may exist prior to the date of the written request, and Landlord, at its option, may treat such failure as an event of default.

ARTICLE XIII

Default

13.1 If the Tenant shall default in the payment of the rent reserved herein or any installment thereof as it becomes due, and if such default shall continue for ten (10) days; or

13.2 If the Tenant shall default in the due performance or observance of any other of the agreements or conditions herein on the part of the Tenant to be performed or observed and any such default shall continue for a period of fifteen (15) days after the delivery of written notice thereof to the Tenant by the Landlord specifying such defaults; or

13.3 If an assignment shall be made by the Tenant of the Tenant's property for the benefit of its creditors, except that an assignment by Tenant of Tenant's property as collateral for an ongoing loan transaction under the terms of which Tenant is not in default shall not be considered a default under this Article; or

13.4 If Tenant shall admit in writing its inability to pay its debts generally as they become due; or

13.5 If the Tenant's leasehold interest shall be taken on execution; or

13.6 If Tenant shall consent to the appointment of a receiver of itself or the whole or a substantial part of its property; or

13.7 If a petition is filed by the Tenant for its adjudication as a bankrupt, or for reorganization or an arrangement under any provisions of the Bankruptcy Code as now or hereafter in force and effect,, or any involuntary petition under any of the provisions of said Bankruptcy Code is filed against the Tenant and any such proceeding is not vacated or dismissed within sixty (60) days thereafter; or

13.8 If the Tenant underlets or assigns the Leased Premises without the written consent of the Landlord;

If any such events occur, Landlord may lawfully, immediately or at any time thereafter, and without further notice or demand, 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 the Tenant and those claiming under the Tenant and remove their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass, and with or without such expulsion, declare this Lease to be terminated. Tenant covenants that in case of such termination, that in addition to any arrears of rent or other accrued obligations of the Tenant hereunder, the Tenant will indemnify the Landlord against all loss of rent and other payments which the Landlord may incur by reason of such termination during the residue of the time specified for the duration of said term (subject to the Landlord duty to mitigate damages) or at the election of the Landlord the Tenant will, upon such termination present to the Landlord the then present value of the rent and other payments herein named, less the rental value of the Leased Premises for the remainder of the said term.

ARTICLE XIV
Quiet Enjoyment

It is agreed that the Tenant paying the rent reserved and performing and observing the agreement and conditions herein on its part to be performed and observed, shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the term hereof without any manner of hindrance or molestation.

ARTICLE XV
Holding Over

If Tenant continues to occupy the Leased Premises after the termination hereof, it shall have no more rights than a tenant at sufferance, but shall be liable for payment of rent at a rate equal to 150% of the rent, including additional rent, called for hereunder, and shall be liable for any loss, expense or consequential damages due to such holding over. Nothing herein shall be construed to permit such holding over.

ARTICLE XVI
Recording

Landlord agrees not to record this Lease, but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and satisfactory to Landlord's attorney. In no event shall such memorandum set forth the rental or other charges payable by Lessee under this Lease and any such memorandum shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions hereof.

ARTICLE XVII
Notices

All notices to the Landlord shall be addressed to the Landlord:

Bayview Court, LLC
c/o Lathrop Asset Management
10 Moulton Street, 4th Floor
Portland, Maine 04101

or to such other place as may be designated by written notice to the Tenant; and to the Tenant:

Bindlestiff Ventures, LLC
333 Forest Avenue
Portland, Maine 04103

or to such other place as may be designated by written notice to the Landlord. Unless otherwise directed in writing, all rents shall be payable to the Landlord at the address above stated.

ARTICLE XVIII
Miscellaneous

18.1 Attorney's Fees. If Landlord is required, on account of a breach or default by Tenant in any obligation under this Lease, to hire an attorney to present, enforce, or defend Landlord's rights or remedies under the Lease, Tenant shall pay all reasonable attorney's fees incurred by Landlord in that connection.

18.2 Relationship of parties. Nothing contained in this Lease shall be deemed or construed by the parties, or by a third party, to create the relationship of principal and agent, of partnership, or of joint venture between them. No provision contained herein, including the method of computation of rent, and no acts of the parties shall be deemed to create any relationship between them other than the relationship of Landlord and Tenant.

18.3 Separate Rent Obligation. Tenant shall not for any reason withhold or reduce its required payments of rentals and other charges. Landlord's obligations under this Lease are independent of Tenant's obligations, except as expressly provided otherwise. In this regard, if Landlord commences proceedings against Tenant for nonpayment of rentals or any other sum due and payable under this Lease, Tenant shall not interpose any counterclaim or other claim against Landlord. If Tenant does so, Landlord may, in addition to its other lawful remedies, move to have the counterclaim or other claim severed out of the proceedings. The proceedings may then proceed to final judgment separately and apart from, and without consolidation with or reference to, the status of the counterclaim or other claim.

18.4 No Recourse. Landlord's liability to Tenant for any default under this lease shall be limited to the sale proceeds on execution of Landlord's interest in the Demised Premises. Landlord shall not be personally liable for any deficiency, except that it shall, subject to the provisions of Article III, remain liable to account to Tenant for any security deposited hereunder. This clause shall not be deemed to limit or deny any remedy, which does not involve Landlord's personal liability, that Tenant may have in case of Landlord's default.

18.5 Consent Discretionary. Except as otherwise provided in this Lease, whenever prior consent or permission of Landlord is required before the Tenant is authorized to take a particular type of action, the decision to do so shall be within the sole discretion of the Landlord. This decision shall not constitute a breach under the lease, or a defense by the Tenant to its performance of any covenant, duty, or obligation hereunder that the Landlord delayed or withheld the granting of consent or permission, whether or not the decision to do so was, in the Tenant's opinion, prudent, reasonable, or based on good cause.

18.6 Non-waiver. A waiver by either party of one or more covenants, terms, or conditions of this Lease shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The Landlord's consent to or approval of any act by the Tenant shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

18.7 Delays beyond Landlord's Control. Whenever a provision of this Lease prescribes a time period for Landlord to take action, it shall not be liable or responsible for, and there shall be excluded from the computation of that period, all delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, restrictions, or other causes that are beyond Landlord's reasonable control.

18.8 Non-Waiver. No assent, express or implied, by the Landlord to any breach in or default of any agreement or condition herein contained on the part of the Tenant to be performed or observed, shall constitute a waiver of or assent to any succeeding breach in or default of the same or any other agreement or condition hereof.

18.9 Partial Payments. No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as payment on account. The acceptance by landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

18.10 Successors and Assigns. It is agreed that except as in this Lease expressly otherwise provided, the agreements and conditions in this Lease contained on the part of the Tenant to be performed and observed shall be binding upon the Tenant and its successors and assigns and shall inure to the benefit of the Landlord and his successors and assigns, and the agreements and conditions in this Lease contained on the part of the Landlord to be

performed and observed shall be binding upon the Landlord and his successors and assigns and shall inure to the benefit of the Tenant and its successors and assigns.

18.11 Governing Law; Partial Validity; Venue. The interpretation, validity, performance, and enforcement of this Lease shall be governed by the laws of the State of Maine. If any provision is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Venue for any action under this Lease shall be in Cumberland County, Maine.

18.12 Headings. Headings in this Lease are not convenience and reference only and shall not be used to limit, amplify, or otherwise construe its provisions.

18.13 Modification; Entire Agreement. This Lease contains the entire agreement between the parties. No other agreements shall be effective to change, modify, or terminate this Lease, in whole or in part, unless in writing and duly signed by both parties. Each party acknowledges that it is not relying on any representation or promise of the other, or of any Agent of any Party, except as expressly set forth herein.

18.14 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have hereunto caused this instrument to be executed this day and year first above written.

Signed, Sealed and Delivered
in the presence of:

BAYVIEW COURT, LLC

_____ By:_____

BINDLESTIFF VENTURES, LLC

_____ By:_____

EXHIBIT A
Diagram of Leased Premises

UNCONDITIONAL PERSONAL GUARANTY OF LEASE

In consideration of, and as an inducement for, the granting, execution and delivery of the Lease dated July ____, 2017 (the "Lease"), by and between Bayview Court, LLC ("Landlord"), and Bindlestiff Ventures, LLC ("Tenant"), for that certain premises located at the 333 Forest Avenue, Portland, Maine (the "Premises"), and in further consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, (the "Guarantors"), hereby jointly and severally, covenant and agree as follows:

1. Guarantors unconditionally guarantee to Landlord, its successors and assigns, the full and prompt payment of all obligations of Tenant under the Lease, including any extensions or renewals thereof, including without limitation, all Base Rent, Additional Rent and any other sums due or performance required by Tenant under the Lease.

2. Guarantors waive notice of default by Tenant or demand by Landlord and agree to be responsible for ascertaining whether Tenant is paying rent as required by the Lease.

3. Any act of Landlord, or the successors or assigns of Landlord, consisting of a waiver of any of the terms and conditions of the Lease, or the giving of any consent to any manner or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without notice to Guarantors and without releasing or affecting the obligations of Guarantors hereunder.

4. The obligations of Guarantors hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of covenants and conditions in this Lease contained on Tenant's part to be performed or observed, nor by any modification of the Lease.

5. Guarantors shall pay Landlord's costs, including, but not limited to, all reasonable attorney's fees, incurred in the enforcement of Landlord's rights under this Guaranty.

6. Guarantors acknowledges that this Guaranty is supported by good and valuable consideration and that Landlord would not enter into the Lease absent this Guaranty, and the execution of the Lease confers a real and substantial benefit to the Guarantors.

7. The obligations of Guarantors set forth herein shall automatically inure to the benefit of any successors or assigns of Landlord, including but not limited to, any purchaser (whether by sale, foreclosure or conveyance in lieu of foreclosure) of the Premises.

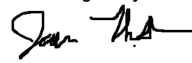
8. Landlord may, without notice, assign this Guaranty or the Lease in whole or in part, and no assignment or transfer of this Guaranty or the Lease by Landlord shall operate to extinguish or diminish the liability of Guarantors.

9. This Guaranty may not be changed, modified, discharged or terminated except in a written agreement signed by Guarantor and Landlord. Unless otherwise defined herein, all capitalized terms shall have the definition set forth in the Lease.

10. This Guaranty shall be governed by and construed in accordance with the laws of the State of Maine.


IN WITNESS WHEREOF the undersigned Guarantors have executed this Unlimited Unconditional Personal Guaranty as their free act and deed this ___ day of July, 2010.

Witness

DocuSigned by:

5F8BGF1D97EB42E...

Jason Thaxter, personally

Witness

DocuSigned by:

5F8BGF1D97EB42E...

Katie Thibodeau, personally