

## COMMERCIAL LEASE

THIS INDENTURE OF LEASE is made this \_\_\_\_ day of July, 2017 between **BAYVIEW COURT, LLC**, whose address is 10 Moulton Street, 4<sup>th</sup> 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

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.

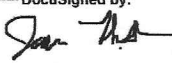
8. Landlord may, without notice, assign this Guaranty or the Lease in whole or in part, and no assignment or transfer of this Guaranty or the Lease by Landlord shall operate to extinguish or diminish the liability of Guarantors.

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:  
  
5F8BCF4D97EB42E...

Jason Thaxter, personally

\_\_\_\_\_  
Witness

DocuSigned by:  
  
5F8BCF4D97EB42E...

Katie Thibodeau, personally