

## "GROSS" MODIFIED GROSS LEASE

457 Riverside Street, Portland, ME

This LEASE AGREEMENT (the "Lease") is dated as of ~~October~~ <sup>NOVEMBER</sup> 1, 2016 between **DELTA REALTY LLC.**, a Maine limited liability company (the "Landlord"), and **THINK HIGHER CULTIVATION, LLC**, a Maine limited liability company (the "Tenant").

Landlord hereby agrees to lease to Tenant and Tenant hereby agrees to lease from Landlord the Leased Premises described below in accordance with the terms and conditions hereinafter set forth and the attached Standard Lease Terms in the building (the "Building") located at 457 Riverside Street, consisting of +/- 1,990 square feet, with ancillary parking areas in the City of Portland, Maine (the "Property").

### BASIC LEASE TERMS

1. **Property Name:** 457 Riverside Street, Portland, Maine.
2. **Leased Premises:** The Leased Premises are depicted on Exhibit A attached hereto, and including the ancillary parking area.
3. **Base Rent:** Tenant agrees to pay Landlord a Base Rent of \$1,600.00 per month.
4. **Initial Term:** Three (3) years, commencing on upon completion of Landlord's Work or December 1, 2016, whichever comes first.
5. **Options to Extend:** Tenant shall have one (1) renewal option for an additional successive term of three (3) years, which option must be exercised in accordance with the Standard Lease Terms.

The Base Rent during such renewal term shall be the then applicable market rent as determined pursuant to the attached Standard Lease Terms but shall be no less than the immediately preceding Base Rent during the prior term.

6. **Gross Lease.** This is a "gross lease" and the Base Rent includes the expenses of operation, ownership, management, maintenance, repair and replacements of the Property. Tenant shall directly pay for comprehensive general liability insurance on the leased premises, and glass breakage and/or damage; maintenance and repair of Tenant provided HVAC and air filtration systems, separately (sub)metered heating, cooling, electrical, and water/sewer costs, storm water fees, janitorial service, pest control, odor control, it's pro-rata share of snow plowing/sand/removal services, and lawn mowing/landscaping. Trash disposal to be provided by Tenant at its expense in accordance with all governmental requirements.
7. **Security Deposit:** \$1,600.00
8. **Permitted Use:** Tenant shall use the demised premises for the purpose of the operation of a State of Maine licensed marijuana cultivation, warehousing facility, and any other related purposes including office, testing and processing of organic products. Tenant is