

## QUITCLAIM DEED WITH COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS, THAT TB PORTLAND 810, LLC, a Delaware limited liability company ("Grantor"), with a mailing address of 3000 Internet Boulevard, Suite 570, Frisco, Texas 75034, in consideration of One Dollar (\$1.00) and other valuable consideration paid by BANYAN NORTH, LLC, a Maine limited liability company ("Grantee"), the receipt whereof he does hereby acknowledge, does hereby remise, release, bargain, sell and convey, with quitclaim covenants, unto the said Grantee, its successors and assigns forever, that certain lot or parcel of land, together with the buildings thereon situated in Portland, Cumberland County, Maine (the "Property"), bounded and described as follows:

SEE ATTACHED Exhibit A

together with all improvements, structures and fixtures located on the Land, and all rights, titles and interests of Seller, if any, in and to any and all tenements, hereditaments, easement rights, privileges, licenses, permits and appurtenances relating to the Land and/or the improvements thereon, subject to, however, any and all matters of record, including, without limitation, the exceptions set forth in Exhibit B attached hereto and made a part hereof (said exceptions being called the "Permitted Exceptions").

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the said Grantor, its successor and assigns forever.

AND, Grantor does covenant with the said Grantee, its successors and assigns, that Grantor will warrant and forever defend the premises to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under me.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

*[SIGNATURE PAGE FOLLOWS]*

MAINE REAL ESTATE TAX PAID

IN WITNESS WHEREOF, the said Robert F. Strandt, Jr. has caused this instrument to be executed on this 23<sup>rd</sup> day of June, 2017.

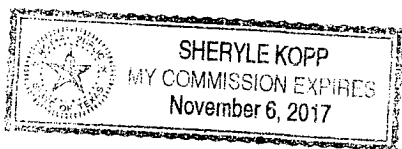
GRANTOR:

TB PORTLAND 810, LLC,  
a Delaware limited liability company

By: [Signature]  
Robert F. Strandt, Jr.,  
President

STATE OF TEXAS            )  
  )  
COUNTY OF COLLIN        )

Then personally appeared the above-named Robert F. Strandt, Jr., President of TB PORTLAND 810, LLC, a Delaware limited liability company, and acknowledged the foregoing instrument to his free act and deed.



Before me,  
[Signature]  
Notary Public  
Print Name: Sheryle Kopp  
My Commission Expires: 11-6-2017

**EXHIBIT A**  
**PROPERTY**

A certain parcel of land situated in the City of Portland, in the County of Cumberland and the State of Maine bounded and described as follows:

Beginning at a point on the northerly side of Washington Avenue (Route 26) at the division line between Michael S. Orr and Chau Tsan, being the southeast corner of the parcel described herein; thence

N 32°00'51" W along Washington Avenue a distance of One Hundred Nine and Eighty Two Hundredths feet (109.82') to land now or formerly Realty Income Corporation; thence

N 51°37'21" E along Realty Income Corporation a distance of One Hundred Seventy and Five Hundredths feet (170.05') to land now or formerly Northpoint Upham LLC; thence

S 36°35'39" E along Northpoint Upham LLC a distance of One Hundred Six and Five Hundredths feet (106.05') to land now or formerly Michael S. Orr; thence

S 50°36'51" W along land now or formerly Michael S. Orr a distance of One Hundred Seventy Eight and Ninety Five Hundredths feet (178.95') to the point of beginning.

Said parcel containing 18,757 square feet or 0.431 acres more or less.

Meaning and intended to describe the same premises conveyed to Tsan Chau by deed of China Wheel, Inc., dated September 12, 1986 and recorded in the Cumberland County Registry of Deeds at Book 7371, Page 316.

**EXHIBIT B**  
**PERMITTED EXCEPTIONS**

1. Thirty foot (30') City of Portland Sewer easement as set forth on Plan Book 86, Page 29, as affected by City of Portland Release of Deeds, recorded in the Records at Book 4120, Page 331.
2. Rights and easements to Central Maine Power Company and New England Telephone and Telegraph Company, recorded in the records at Book 4239, Page 331.
3. State of Maine, Department of Transportation, Notice of Layout and Taking, recorded in the Records at Book 20005, Page 16 and at Book 4569, Page 185.
4. Plan, recorded in the Records at Plan Book 86, Page 29.
5. Memorandum of Lease, recorded in the Records at Book 33306, Page 87.

Received  
Recorded Register of Deeds  
Jun 27, 2017 10:57:35A  
Cumberland County  
Nancy A. Lane

## ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (this "**Assignment**") is entered into effective as of July 8, 2016 (the "**Effective Date**") by and between GUGGENHEIM RETAIL REAL ESTATE PARTNERS, INC., a Delaware corporation ("**Assignor**"), and TB PORTLAND 810, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor is the owner of the real property legally described on Exhibit A attached hereto (the "**Property**"); and

WHEREAS, Assignor is the holder of the landlord's interest under the lease and all amendments, supplements and related documents as listed on Exhibit B attached hereto (collectively, the "**Lease**"), which Lease affects the Property; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Lease;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment and Assumption.** Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Lease, including without limitation all of Assignor's right, title and interest in and to any security or other deposits and in and to any claims for rent, arrears rent or any other claims arising under the Lease against any tenant thereunder or any surety thereof. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the landlord under the Lease.

2. **Indemnification.** Assignee will indemnify, defend and hold harmless Assignor from and against all liabilities, obligations, actions, suits, proceedings, claims, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) arising as a result of any act, omission or obligation of landlord under the Lease, which arises or accrues with respect to the Lease before or after the date hereof.


3. **Miscellaneous.** The terms and conditions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located.

[SIGNATURE PAGES FOLLOW]



**ASSIGNEE:**

TB PORTLAND 810, LLC,  
a Delaware limited liability company

By:   
Name: Travis E. Schwaer,  
Title: Sr. Vice President and General Counsel

STATE OF TEXAS                            )  
  ) ss:  
COUNTY OF COLLIN                    )

On this 8<sup>th</sup> day of July, 2016 before me, personally appeared Travis E. Schwaer, as Sr. Vice President and General Counsel of TB PORTLAND 810, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed it in such capacity and on behalf of said company.

  
Notary Public

My Commission Expires: 11-6-2017



## EXHIBIT A

### Legal Description

A certain lot of parcel of land, with the buildings thereon, situated on the easterly side of Washington Avenue, in the City of Portland, County of Cumberland and State of Maine, being bounded and described as follows: Beginning at an iron situated at the southwesterly corner of land now or formerly of V.S.H Realty, Inc., said iron being distant along the easterly side of said Washington Avenue on a course of South 15 degrees 04' East one hundred eighty-two and twenty-five hundredths (182.25) feet from a monument situated at the intersection of the said easterly side of Washington Avenue and the southerly side of Allen Avenue, thence proceeding North 68 degrees 03 1/2' East along said V.S.H Realty Inc., a distance of one hundred eighty-one and ninety-five hundredths (181.95) feet to an iron; thence proceeding South 19 degrees 42 1/2' East a distance of one hundred six and five hundredths (106.05) feet to an R.R. Spike at land now or Formerly of Maine National Bank; thence proceeding South 67 degrees 30' West along said Maine National Bank land a distance of one hundred and ninety and eighty-three hundredths (190.83) feet to a PK Spike situated on the said easterly side of Washington Avenue; thence proceeding North 15 degrees 04' West along the said easterly side of Washington Avenue a distance of one hundred eight and sixty-one hundredths (108.61) feet to the said iron and the point of beginning.

Said premises are also described on a plan recorded with the Cumberland County Registry of Deeds in Plan Book 118, Page 63.

Said premises are conveyed subject to a Sewer Right of Way, thirty (30) feet in width, held by the City of Portland, said Right of Way being delineated on a plan entitled "Plan of Property in Portland, Maine, made for New England Land Company", dated May 28, 1970, and recorded in the Cumberland County Registry of Deeds in Plan Book 86, Page 29, reference to which is hereby made. Said City of Portland has released portions of its rights in said Right of Way, as evidenced by deeds from said City of Portland, dated September 23, 1977, and recorded in said Registry of Deeds in Book 4120, Page 29, and dated January 31, 1978 and recorded in said Registry in Book 4243, Page 278, and such released portions are included in this conveyance.

Excepting and reserving, however, so much of the above described premises as is described in a Notice of Layout and Taking by the State of Maine, Department of Transportation, dated February 19, 1980 and recorded in the aforesaid Registry of Deeds on February 27, 1980 in Book 4569, Page 185.

Said premises are conveyed subject to all building, zoning and land use laws and regulations.

Said premises are conveyed subject to the condition that so long as a certain lease dated November 11, 1971 between Trustees of Northport Realty Trust as Landlord, and LaVerdiere's Drug Stores, Tenant, remains in effect, there shall be constructed on the property herein described not more than one building limited to one normal story in height.

Meaning and intended to describe the same premises conveyed to Tsan Chau by deed of China Wheel, Inc., dated September 12, 1986 and recorded in the Cumberland County Registry of Deeds at Book 7371, Page 316.



**EXHIBIT B**

**Lease Documents**

Lease Agreement dated May 20, 2016, by and between Guggenheim Retail Real Estate Partners, Inc., as Landlord, and C2C East LLC, as Tenant.

Guaranty Agreement dated \_\_\_\_\_, 2016 by Anthony Frazier, as Guarantor, to Landlord and its assigns.

Assignment and Assumption of Lease dated July 8, 2016, by and between Guggenheim Retail Real Estate Partners, Inc., as Assignor, and TB Portland 810, LLC, as Assignee.

## ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (this “**Assignment**”) is entered into effective as of June \_\_\_\_\_, 2017 (the “**Effective Date**”) by and between TB PORTLAND 810, LLC, a Delaware limited liability company (“**Assignor**”), and BANYAN NORTH, LLC, a Maine limited liability company (“**Assignee**”).

WHEREAS, Assignor, as Seller, and Assignee, as Buyer, are parties to that certain Agreement for Sale and Purchase of Real Estate and Related Property dated as of April 13, 2017 (the “**Purchase Agreement**”), providing for the sale by Assignor to Assignee of the real property legally described on Exhibit A attached hereto (the “**Property**”); and

WHEREAS, Assignor is the holder of the landlord’s interest under the lease and related documents as listed on Exhibit B attached hereto (collectively, the “**Lease**”), which Lease affects the Property; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title and interest in, to and under the Lease;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment and Assumption.** Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor’s right, title and interest in, to and under the Lease, including without limitation all of Assignor’s right, title and interest in and to any security, cleaning or other deposits and in and to any claims for rent, arrears rent or any other claims arising under the Lease against any tenant thereunder or any surety thereof. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the landlord under the Lease arising from and after the Effective Date.

2. **Indemnification.** Assignee will indemnify, defend and hold harmless Assignor from and against all liabilities, obligations, actions, suits, proceedings, claims, losses, costs and expenses (including without limitation reasonable attorneys’ fees and costs) arising as a result of any act, omission or obligation of Assignee, as the landlord under the Lease, which arises or accrues with respect to the Lease on or after the Effective Date. Assignor will indemnify, defend and hold harmless Assignee from and against all liabilities, obligations, actions, suits, proceedings, claims, losses, costs and expenses (including without limitation reasonable attorneys’ fees and costs) arising as a result of any act, omission or obligation of Assignor, as the landlord under the Lease, which arose or accrued with respect to the Lease prior to the Effective Date.

3. **Miscellaneous.** The terms and conditions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This

Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located.

[SIGNATURE PAGES FOLLOW]





EXHIBIT A

Legal Description

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N 32°00'51" W                      along Washington Avenue a distance of One Hundred Nine and Eighty Two Hundredths feet (109.82') to land now or formerly Realty Income Corporation; thence

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**EXHIBIT B**

**Lease Documents**

Build-to-Suit Lease dated May 20, 2016.

Assignment and Assumption of Lease dated July 8, 2016.

Guaranty Agreement dated July 19, 2016.

Memorandum of Lease dated July 22, 2016, and recorded on July 26, 2016 in Book 33306, Page 87 in the Official Records of Cumberland County, ME.