

LEASE AGREEMENT

THIS LEASE dated this 29th of July, 2016 between

THISTLE INVESTMENTS II LLC., LANDLORD
AND

GR8 FOOD, LLC., TENANT

WITNESS:

The Landlord does hereby lease and demise to the Tenant, and the Tenant does hereby accept and lease from the Landlord, upon the terms, covenants, conditions and limitations hereinafter set forth, those certain premises, containing approximately 900 square feet of first floor area and approximately 900 square feet in the basement (the "Demised Premises"), and shown as Shop Number 2 outlined in red on the plan of Gale Farm Shopping Center attached hereto, made part hereof and marked Exhibit "A", which said shop is situated in and comprises a portion of the Gale Farm Shopping Center in Stowe, Vermont (the "Shopping Center"), to be used by the Tenant only for:

A restaurant serving Lunch and dinner. (Breakfast may not be served as long as PK Coffee is a Tenant at the plaza)

For the use and occupancy of said Demised Premises during the term of this Lease, Tenant shall pay to Landlord a guaranteed minimum rental as set forth in the 'Rental Terms', a proportionate share of the expenses of operating the common areas of the Shopping Center, and such other charges as may be required to be paid by Tenant hereunder, all as hereinafter more particularly set forth.

ONE. RENTAL TERMS and RENEWAL OPTIONS. The term shall commence on August 1, 2016 (hereinafter called "Commencement Date") and shall expire on July 31, 2018.

The Tenant shall pay to the Landlord a Base rent for the said term of **Eleven thousand seven hundred dollars annually (\$11,700.00) or \$13.00 per square foot** (1st floor space) and a proportionate share of the expenses of operating the common areas of the Shopping Center as defined in Paragraph Nine. **(This amount is currently \$5.00 per square foot or \$4,500.00 annually).** For a total rent due of \$ 1,350.00 per month.

Tenant shall be given a 21 day option to lease any adjacent spaces should they become available.

RENEWAL OPTIONS. **Tenant shall have 2- five year options. Beginning August 1, 2018 and ending July 31, 2028.** All terms and conditions of the underlying lease shall apply except for base rent. Base rent for years one and four of the renewal terms shall increase by 100% of the CPI (All Urban consumers-Northeast Region) from July to July of the previous year. Tenant shall notify Landlord 120 days prior to the expiration of the original lease of Tenant's desire regarding said option.

TWO. PAYMENT OF RENT. All guaranteed minimum rents, except as may be herein otherwise provided, all additional rents and any and all other lease charges due hereunder shall be payable in equal monthly installments, in advance without set-off or deduction of any kind, upon the first day of each calendar month of the term, at the office of the Landlord, or at such other place as the Landlord may from time to time designate, and at the expiration of the term Tenant will peacefully surrender the Demised Premises to the Landlord in good order and repair, and broom clean; ordinary wear and tear only excepted.

Should any payment or installment of rent, additional rent or other lease charge not be made on the date when it shall have become due and payable, Landlord shall be entitled to collect a late charge thereon equal to one and one-half percent (1.5%) per month, or a fraction thereof, of the amount or amounts overdue, the same to be deemed additional rent hereunder.

THREE. REPAIRS, ORDINANCES AND VIOLATIONS. The Tenant covenants that no waste or damage shall be committed within, upon or to the Demised Premises; that the same shall be used for only the purpose above stated, shall not be used for any unlawful purpose and that no violations of law or ordinance or duly constituted authority shall be committed thereon. Throughout the term hereof Tenant shall take good care of the Demised Premises, including without limitation, the heating and air conditioning (HVAC) **Tenant is responsible for all repairs and maintenance (not replacement of HVAC) and is required to service said HVAC at least once a year.** Tenant shall make all repairs and replacements in part and in their entirety, as may be necessary to preserve doors, moldings, trim, window frames, door frames, closure devices, door hardware, door hinges and/or windows, as well as fixtures and appurtenances and all alterations, additions and improvements to keep them in good order and condition. All repairs and

replacements shall be equal in quality to the original work and Tenant shall promptly pay the expense of such repairs and replacements, suffer no waste or injury to Demised Premises, give prompt notice to the Landlord of any damage that may occur, execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force, applicable to the Demised Premises or to the Tenant's use and occupancy thereof, of the Landlord and/or the Municipal, State and Federal Governments, and of each and every department, bureau and official thereof, and of the Board of Fire Underwriters having jurisdiction thereof. Landlord shall deliver the systems to the Tenant in good working order.

Landlord will keep in repair the structural elements, exterior, and the common areas of the Shopping Center, as well as the electrical service, provided that Tenant shall give Landlord written notice of the necessity for any such repairs thereto, and provided further that the damage to the same shall not have been caused by the negligence or careless act of Tenant, in which event Tenant shall be responsible therefor. Landlord's obligation with respect to repairs shall be only as expressly set forth in this Paragraph Three, and all costs incurred in connection therewith shall be included as part of the expenses incurred by Landlord under and pursuant to the provisions of Paragraph Nine hereof.

FOUR. INCREASED FIRE INSURANCE RATE. Tenant shall not do, suffer to be done, or keep, or suffer to be kept anything in, upon or about the Demised Premises which would void, make voidable, affect the enforceability of or increase the premium for any of Landlord's insurance policies insuring against loss or damage by fire or other hazards, including but not limited to public liability, or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything be done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept in, upon or about the Demised Premises that shall cause the rate of fire or other insurance maintained thereon by the Landlord in companies acceptable to Landlord to be increase beyond the minimum rate from time to time applicable to the Demised Premises or to its use for the purposes permitted under this Lease or to the use of such other property of Tenant as may be kept or maintained therein, Tenant will pay as additional rent hereunder the amount of such increase promptly upon Landlord's demand. Should any use of the Demised Premises by Tenant operate in any manner to void or make voidable any such insurance policy or otherwise affect its enforceability by Landlord, then Landlord shall have the right to terminate this Lease upon thirty (30) days written notice to Tenant.

FIVE. ASSIGNMENT OR SUBLETTING. Tenant expressly covenants that it will not assign, mortgage or encumber this Lease nor under-let or suffer or permit the Demised Premises or any part thereof, whether by license, concession or otherwise, to be used by others without prior written consent of Landlord in each instance, which consent shall not be unreasonable withheld. In the event the Tenant hereunder shall be a corporation any transfer, sale, pledge or other disposition of a majority of the corporate stock or voting securities of the Tenant shall be deemed an assignment of this Lease and therefore prohibited without the express written consent of Landlord. At all times during the term of this Lease and any renewal thereof, it is hereby agreed that all persons signing on behalf of the Tenant corporation shall be officers and directors of said Tenant corporation and that they will collectively own at least 75% or more of all stocks, equities and securities of said Tenant.

If this Lease be assigned or if the Demised Premises of any part thereof be under-let or occupied by anyone other than Tenant without the expressed written consent of Landlord first had and obtained, Landlord may collect rent from the assignee, undertenant, user or occupant and apply the net amount collected to all rent herein reserved, but no such assignment, under letting, occupancy or collection shall be deemed a waiver of this covenant or acceptance of the assignee undertenant, user or occupant as Tenant, or a waiver or release if the performance by Tenant of the covenants on Tenant's part to be herein observed and performed.

In the event the Landlord's written consent to any assignment or subletting is granted hereunder, the Tenant shall, nevertheless remain liable to preform all covenants and conditions by the Tenants to be observed and/or performed hereunder, and to guarantee such performance by the assignee or subtenant, and such consent shall in no event be deemed continuing for the purpose of any subsequent assignments and/or sublettings, each of which shall require the separate written consent of Landlord first had and obtained.

SIX BANKRUPTCY OR INSOLVENCY. The Tenant agrees that in the event (i) all or substantially all of the Tenant's assets are placed in the hands of a receiver or trustee, and such receivership or trusteeship continues for a period of thirty (30) days, or (ii) Tenant makes an assignment for the benefit of creditors and said assignment is not withdrawn in all respects within a period of ten (10) days thereafter or is finally adjudicated a bankrupt, or (iii) Tenant institutes any proceedings under the Bankruptcy Act as the same now exists or any amendment thereto which may hereafter be enacted, or under any other act relating to the subject of bankruptcy wherein the Tenant seeks to be adjudicated a bankrupt, or to be discharged of its debts, or to effect a plan of liquidation, composition or reorganization, and such

proceedings not be removed within ninety (90) days thereafter; then, and in such events, this Lease and any interest of Tenant in and to the Demised Premises shall not become an asset in any of such proceedings unless the Tenant or any receiver or trustee duly appointed to administer the interest of Tenant hereunder shall have timely reaffirmed such interest in writing to Landlord, cured any and all defaults theretofore existing on the part of Tenant hereunder and furnished to Landlord reasonable assurance of the ability of such receiver or trustee to thereafter, and for the rest and remainder of the term hereof, fully perform all of the obligations of Tenant under this Lease. Should any one or more of the foregoing conditions not occur or otherwise not be observed or performed, then in addition to any and all rights or remedies of the Landlord hereunder or by law provided it shall be lawful for the Landlord to declare the term hereof ended and to reenter the Demised Premises, take possession thereof and remove all persons therefrom, and the Tenant shall have no further claim thereto or hereunder. The provisions of this Paragraph Six shall also apply to any Guarantor of this Lease.

SEVEN. LITIGATION. In the event the Landlord or its agents, without fault on its or their part, become involved, through or on account of the terms of this Lease, or through or on account of the occupancy of the Demised Premises by the Tenants, or the conduct of Tenant's business upon said Demised Premises, in any controversy or litigation, the Tenant shall upon notice from Landlord or its agents, immediately take all necessary steps to remove said Landlord's connection with, or liability under such controversy or litigation, particularly if such controversy or litigation throws any cloud or encumbrance upon title of said Landlord in and to the Demised Premises or the Shopping Center provided nevertheless that if the Tenant believes it has a good and valid defense, or claim, which Tenant desires to assert and maintain throughout such controversy, or litigation, the Tenant shall have the right to do so provided it first executes and delivers to the Landlord an indemnifying bond with surety satisfactory to Landlord, and discharges any and all final judgments, liens, costs, damages, expenses and obligations of Landlord whatsoever, in, or arising out of the controversy or litigation involving the Landlord or its agents, including all costs, expenses and attorney's fees incurred by Landlord or its agents in protecting their interests or defending themselves in such controversy or litigation.

EIGHT. UTILITIES. Tenant shall be solely responsible for and shall promptly pay bills being rendered therefor, and before the same shall become delinquent, any and all separately metered or measured charges for the use and consumption by the Tenant of heat, air conditioning, sewer, water, gas, electricity or any other utility services utilized in the use and occupancy of the Demised Premises by the Tenant. The Tenant shall use reasonable diligence in the conservation of these

utilities, and agrees that it will not install any equipment which will exceed or overload the capacity of the utility facilities, it being understood that should any equipment installed by Tenants require additional utility facilities, the same shall be installed at Tenant's expense conditioned upon the prior written approval thereof by Landlord.

NINE. COMMON AREAS. In addition to the Demised Premises, the Landlord shall make available to the Tenant such Common Areas within or adjacent and elsewhere upon the Shopping Center, as Landlord shall, from time to time, deem to be appropriate for the Shopping Center, and Landlord shall operate and maintain such Common Areas for their intended purposes. Tenant shall have the non-exclusive right during the term to use (for their intended purpose) the Common Areas for itself, its employees, agents, customers, and invitees, subject however, to the provisions of this Paragraph Nine. Landlord shall have the right, at any time and from time to time to change the size and/or location and/or elevation and/or nature of the Common Areas, or any part thereof, including, without limitation, the right to locate thereon kiosks and/or other structures of any type. All Common Areas shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right, at any time and from time to time, to establish, modify, amend and enforce uniform rules and regulations with respect to the Common Areas and the use thereof. Tenant agrees to abide by and conform with such rules and regulations upon notice thereof, to cause its business agents, invitees, licensees, employees and agents, so to abide and conform. Landlord reserves the right, from time to time, to utilize portions of the Common Areas for such activities as in the judgment of Landlord would promote the business activities of the Shopping Center to the general public.

The Landlord shall maintain or cause to be maintained the said Common Areas in a neat, clean, orderly and operable condition, and properly lighted, but all expenses in connection therewith shall be charged and prorated in the manner hereinafter set forth. It is understood and agreed that the term "expenses" in the immediately preceding sentence, shall be construed to include but not be limited to, all sums expended or incurred by Landlord in connection with said Common Areas for all general maintenance and repairs, (including those made in the performance of Landlord's obligations under and pursuant to Paragraph Three hereof), resurfacing, painting, re-stripping, cleaning, sweeping and providing janitorial services; maintenance and repair of sidewalks, curbs, Shopping Center signs, sprinkler systems, planting and landscaping; providing lighting and other utilities, directional signs and other markers and bumpers; the operation, maintenance and repair of any fire protection (including sprinkler) systems, lighting systems, storm drainage systems and other utility systems; the cost of all personnel to implement such services including, if Landlord deems

necessary, the cost of providing security guard service; any and all real estate and personal property taxes and assessments on the land, building and improvements comprising the Shopping Center, as well as any governmental imposition or surcharge imposed upon Landlord or assessed against the Shopping Center or any portion thereof; the costs or expenses, if any, of providing and maintaining any security alarm system for the benefit of the tenants of the Shopping Center; depreciation of any machinery and equipment used in the maintenance and the operation of the Common Areas (if owned) and/or the rental paid for such machinery and equipment (if rented); premiums for insurance coverage for the Shopping Center under such policies with such companies and in such limits as Landlord may in its judgment determine or select (including but not limited to fire insurance with extended coverage, liability insurance covering personal injury, death and property damage with a personal injury endorsement covering false arrest, detention or imprisonment, malicious prosecution, libel and slander, and wrongful entry or eviction, workmen's compensation insurance, plate glass insurance, rent insurance, contractual liability insurance and fidelity bonds); the cost of removing snow, ice, rubbish and debris from the Shopping Center, as well as the cost of providing and replacing uniforms for, as well as the gross compensation of all personnel required to supervise and accomplish the foregoing; and the gross compensation paid to a manager for the Shopping Center, together with the cost of office overhead expenses allocable to his/her management services.

With regarding to fire insurance, only the basic-rate premium for the entire Shopping Center shall be deemed an "expense" subject to charge and proration as above set forth. Any additional premium payable as a result of the assignment of a different rate to a rental space due to increase risk related to the use of said space by a particular tenant (e.g., restaurant use) shall be payable by that Tenant.

In consideration of Landlord's agreement to operate and maintain the Common Areas, Tenant covenants and agrees to pay a proportionate share of the expenses advanced and/or incurred by Landlord therefor in each calendar year during the term of this Lease, as herein before provided. While the Tenant's proportionate share is based on square feet leased of the total of all expenses advanced or incurred in each calendar year (January 1 - December 31) (said percentage being based upon a fraction the numerator of which is the first floor square footage of the Demised Premises and the denominator of which is the total first floor square footage of all shops within the Shopping Center - i.e., 8,000 sq. ft.), the Landlord shall annually estimate the total cost of such expenses for the Shopping Center on the basis of its experience and reasonably anticipated expenses therefor, and the Tenant shall pay to the Landlord, on the first day of each calendar month, together with its monthly installment of minimum rent

due hereunder, an amount equal to 1/12 of its proportionate share thereof. As soon as practicable following the close of each calendar year, Landlord shall submit to Tenant a statement indicating the actual amount of expenses advanced and/or incurred by Landlord in performing its obligations hereunder for the immediately preceding calendar year, the actual amount of Tenant's proportionate share thereof, the amount of the Landlord's estimate thereof for such immediately preceding calendar year, and the amount of the resulting balance due thereon, or overpayment thereof, as the case may be. Appropriate adjustment shall thereupon be made between the parties, on demand, on the basis of such statement. Each statement shall be binding upon Tenant, its successors and assigns, as to the matters set forth therein, if no objection is raised with respect thereto within ninety (90) days after submission of each statement to Tenant. Tenant shall have the right to examine Landlord's books and records at the offices of Landlord during ordinary business hours for the purpose of verifying the matters set forth in the statement for the immediately preceding calendar year. Tenant covenants and agrees that if this Lease is terminated by reason of default on its part, or if it fails to possession of Demised Premises or vacates the Demised Premises prior to the expiration of the term hereof, it shall remain liable to pay its proportionate share of such expenses. Tenant agrees that this is not to be construed as a penalty but rather as a portion of the proper measure of Landlord's damages in the event of a breach of this Lease by Tenant as aforesaid, and that Tenant shall be liable therefor only for such period or periods of time during the term of this Lease the Demised Premises are vacant.

TEN. STORE APPEARANCE OUTSIDE. Tenant shall maintain its show windows, if any, in a neat and clean condition, shall store all trash and garbage within the Demised Premises and as part of the common area fees be provided with pick up of trash and garbage. Tenant shall not burn any trash of any kind in or about the Demised Premises, nor shall Tenant permit rubbish, refuse or garbage to accumulate or fire hazard to exist about the same.

ELEVEN. SIGNS. The Tenant shall not display any sign, picture, advertisement, awning, merchandise, or notice on the outside, including the exterior of windows, without the prior written consent of Landlord first had and obtained in each instance.

TWELVE. OUTSIDE DISPLAYS. The Tenants shall not display any merchandise, place vending machines or show cases or other obstructions on the outside of Building, unless otherwise approved by the landlord.

THIRTEEN. INTERIOR ALTERATIONS. Tenant may, at its expense, make such alterations and improvements to the Demised Premises and install

interior partitions as it may require, provided that the written approval of the Landlord be first obtained and that such improvements and alterations are done in a workmanlike manner in keeping with all building codes and regulations and in no way harm the structure of the Demised Premises, provided that at the expiration of this Lease or any extension thereof, Tenant, if requested to do so by Landlord, at its expense, shall restore the within Demised Premises to its original conditions and repair any damage to the premises resulting from the installation or removal of such partitions, fixtures, or equipment as may have been installed by Tenant.

All of such changes, additions, or alterations shall be made solely at the expense of the Tenant. Tenant shall be responsible for hiring all necessary parties and agrees to protect, indemnify and save harmless the Landlord on account of any injury to third persons or property, by reason of any such changes, additions, or alterations, and to protect indemnify and save harmless Landlord from the payment of any claim of any kind or character on account of bills for labor or material furnished in connection therewith.

FOURTEEN. FIRE. If the Demised Premises are damaged by fire or other insured casualty, not occurring through any act or failure to act on the part of Tenant, its agents, servants or employees, and such damage can be repaired within 120 days of the date of such occurrences, this Lease shall remain in full force and effect, and the Landlord shall promptly repair such damage at its expense, and in that event, there shall be a proportionate abatement of rent for so much of the Demised Premises as may be un-tenantable during the period of repair or restoration. If in the opinion of a registered Architect or Engineer appointed by the Landlord the Demised Premises are damaged by fire or other casualty to such an extent that the damage cannot be repaired or restored within 120 days from the date of such occurrence, or that such damage is due to any act or failure to act on the part of Tenant, its agents, servants or employees, this Lease shall terminate at the option of Landlord upon written notice given within thirty (30) days after such occurrence. If this option is not exercised by Landlord, then this Lease shall continue in full force and effect. If 25% or more of Building is damaged by fire or other casualty to such an extent that the same cannot be restored within 120 days of the date of such occurrence, this Lease may be canceled at the option of the Landlord upon thirty (30) days written notice from the date of such occurrence, even though the Demised Premises have not become untenable, and there shall be a proportionate adjustment of rent to the date of termination. Landlord's obligation to repair or rebuild pursuant to this Paragraph Fourteen shall be limited to basic building and the replacement of interior work which may have originally been installed therein at Landlord's cost. Except as herein provided,

there shall be no obligation on the part of Landlord to repair or rebuild in the case of fire or other casualty.

FIFTEEN. HOLDOVER. If the tenant shall occupy said Demised Premises without the consent of the Landlord after the expiration of the term of this Lease, and rent is accepted from said Tenant, such occupancy and payment shall be construed as an extension of this Lease for the term of one month only from the date of such expiration, and occupation and payment thereafter shall operate to extend the term of this Lease for but one month at a time unless other terms of such extension are reduced to and express in writing and signed by the parties hereto. In such event if either Landlord or Tenant desires to terminate said occupancy at the end of any month after the termination of this Lease, the party so desiring to terminate the same shall give the other party at least thirty (30) days written notice to that effect. Failure on the part of Tenant to give such notice shall obligate it to pay rent for an additional calendar month, following the month in which the Tenant has vacated the Demised Premises. If such occupancy continues without consent of the Landlord, Tenant shall pay to Landlord, as liquidated damages, double the amount of rent at the highest rate specified in this Lease for the time tenant retains possession of the Demised Premises or any part thereof after termination of the term by lapse of time or otherwise.

SIXTEEN. INSPECTION. Landlord expressly reserves the following rights: (a) to enter the Demised Premises at any time to examine or to make such repairs, additions or alterations as it may deem necessary for the safety, improvement or preservation thereof, or of Building, but Landlord assumes no obligation to make any repairs other than as expressly stated in this Lease; and (b) during or after the time Tenant abandons or vacates the Demised Premises or otherwise defaults hereunder, to enter and decorate, remodel, repair, alter or otherwise prepare the same for re-occupancy. The exercise of any reserved right by Landlord shall never be deemed an eviction or disturbance of Tenant's use and possession of the Demised Premises nor shall it render Landlord liable in and manner to Tenant or to any other person.

SEVENTEEN. LIABILITY. Landlord shall not be under any responsibility or liability to Tenant for damages and/or business interruptions in any way whatsoever relating or pertaining to the quality, quantity, impairment, interruption, stoppage, or other interference with service involving water, heat, air conditions, gas, electrical current for light and power, telephone, or any other service.

Landlord shall not be liable for any damage to property of Tenant or of others located on the Demised Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or

property resulting from (but not limited to) fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the Demised Premises or from the pipes, appliances or plumbing work or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by persons in the Demised Premises, occupants of adjacent property, of the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Demised Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers.

EIGHTEEN. LIABILITY FOR DAMAGES AND PLATE GLASS - TENANT. The Tenant agrees to be responsible for any damage to the property of the Landlord which may result from any use of the Demised Premises, or any act done thereon by the Tenant or any person coming or being thereon by the license or permission of the Tenant, express or implied; to save the Landlord harmless from any liability to any person or estate, for damage to person or property, resulting from any such causes, and to protect such liability with Public Liability insurance, and to furnish Landlord on the Commencement Date a certificate issued by the insurance carrier evidencing such insurance in force, with Landlord covered thereby and having limitations of at least \$1,000,000 in case of bodily injury or death and at least \$50,000 in case of property damage. Tenant agrees to replace all plate-glass broken, damaged or destroyed in any manner whatever, the Tenant assuming all responsibility for any plate-glass in the Demised Premises, and to cause such liability to be protected by plate-glass insurance at Tenant's expense, and further to deposit such plate-glass insurance policy or certificate showing such insurance in force with Landlord at the Commencement Date of the term of this Lease.

In the event that Tenant does not procure such insurance as aforesaid, Landlord may at its option purchase the same in the name of Tenant and/or may at its option include such coverage in any master policy carried by the Landlord. If Landlord exercises its rights hereunder the Tenant shall, upon demand, pay all costs thereof to Landlord together with an administrative charge of \$100.00 for each such coverage made by Landlord on behalf of Tenant. If Tenant shall enter the Demised Premises prior to the term hereof, Tenant shall be liable as herein set out and such occupancy shall be upon all the terms and conditions hereof except that rent shall be due at the time set forth in Paragraph One hereof. Such prior occupancy shall be at the sole risk of Tenant.

NINETEEN. LEASE YEAR. The term "Lease Year" shall mean the period beginning _____ and ending July 31, 2017 for the 1st lease year AND each subsequent Renewal Lease Year shall be twelve (12) consecutive calendar month periods thereafter (August 1 to July 31) etc.

TWENTY. BUSINESS OPERATION. Tenant shall, during the term of this Lease, continuously use the Demised Premises for the purpose stated in this Lease, carrying on therein Tenant's business undertaking diligently, assiduously and energetically. Tenant shall maintain on the premises a substantial stock of goods, wares and merchandise and equipment, adequate to assure successful operation of Tenant's business. Tenant shall keep the premises open and available for business activity therein during all usual days and hours for such business in the vicinity and during such periods and hours as are set by the Landlord except when prevented by strikes, fire, casualty or other causes beyond Tenant's reasonable control. Tenant shall not divert elsewhere any trade, commerce or business which ordinarily would be transacted by Tenant in or from the Demised Premises.

Tenant shall not conduct any "fire sale", "distress sale", "bankruptcy sale", "going out of business sale", or any other sale designed to convey to the public that the business operations are to be discontinued and Tenant shall not apply for or cause to be applied from any municipal, state, local or federal license or permit applicable to such sales.

TWENTY-ONE. WAIVERS. The failure of Landlord to insist, in any one or more instance upon a strict performance or observance by Tenant of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach by Tenant of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord. Even though the Landlord shall consent to an assignment and/or subletting hereof no further assignment and/or subletting shall be made without express consent in writing by the Landlord first had and obtained in each instance.

TWENTY-TWO. SUBORDINATION. This Lease, at the option of Landlord, shall be subject and subordinate at all times, to the lien of the mortgages now or hereafter made upon the security of the Shopping Center or the Demised Premises, and to all advances made or hereafter to be made upon the security thereof, and subject and subordinate to the lien of any mortgage or mortgages which at any time may be made a

lien upon the same, and subject and subordinate to any lease or other arrangement or right to possession under which Landlord is in control of Demised Premises and/or the Shopping Center and to the rights of the owner or owners thereof. The Tenant shall execute and deliver such further instrument or instruments subordinating this Lease to the lien of any such mortgagee, proposed mortgagee, lessor or proposed lessor. The Tenant hereby appoints the Landlord the attorney-in-fact of the Tenant, to execute and deliver such instrument or instruments for the Tenant.

The Tenant shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage or other encumbrance upon the estate of the Landlord or of any interest of the Landlord in the Demised Premises, or upon or in Building or otherwise within or upon the Shopping Center, it being agreed that should the Tenant cause any such improvements, alterations or repairs to be made or material furnished or labor performed therein or thereon, neither the Landlord nor the demised Premises nor any other portion of the Shopping Center shall under any circumstance be lienable for the purpose of enforcing payment of any of the expenses incurred or for the value of any work done or material furnished thereto or any part thereof, the parties expressly intending hereby that all such improvements, alterations, repairs, materials and labor shall be performed at the Tenant's sole cost and expense and the Tenant shall be solely and wholly responsible to the contractors, laborers and materialmen furnishing labor and material in connections therewith, all such laborers, materialmen and contractors being hereby charged with notice that they must look solely and wholly to the Tenant and the Tenant's interest in the Demised Premises, to secure the payment of any bills for any such work performed and materials furnished.

TWENTY-THREE. DEFAULT. (a): (1) If Tenant shall default in the payment of any rent or other payments required of Tenant, or any part thereof and if such default shall continue for five (5) days after the payment shall be due and if Tenant shall fail to cure said default within ten (10) days after notice of said default from Landlord, or (2) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed and if Tenant shall fail to cure said default within ten (10) days after notice of said default from Landlord, or (3) if any person shall levy upon or take this leasehold interest or any part thereof upon execution, attachment or other process of law and such proceedings or process are not dismissed or discharged within ten (10) days, or (4) if the premises shall be deserted, vacated, abandoned, or business operations shall not conducted therein for a period of three or more days **(with the exception of a shut down for a reasonable time for renovations, repairs or vacations)**, or (5) if this Lease or any interest therein shall by operation of law devolve upon or pass to any

person or persons other than Tenant, or (6) if Tenant shall default in the performance or observance of any four (4) or more agreements or conditions on its part to be performed or observed within any one Lease Year or Partial Lease Year, whether or not said defaults are timely cured; then the Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and in addition to any or all other rights or remedies of the Landlord hereunder and by the law provided, it shall be at the option of the Landlord, without further notice or demand of any kind to Tenant or any other person:

(a) the right of the Landlord to declare the term hereof ended and to reenter the premises and take possession thereof and remove all persons therefrom and the Tenant shall have no further claim thereon or hereunder; or

(b) the right of the Landlord without declaring this Lease terminated to reenter the premises and, occupy the whole or any part thereof, remove all persons and property therefrom either by summary dispossession proceeding or by a suitable action or proceeding at law or in equity, or by force or otherwise, without being liable for any damages therefor, no such reentry by the Landlord to be deemed or otherwise construed as an acceptance of a surrender of this Lease, or

(c) the right of the Landlord, even though it may have reentered the premises, to thereafter elect to terminate this Lease and all the rights of the Tenant in or to the premises.

Should the Landlord have reentered the premises under the provisions of subparagraph (b) above, the Landlord shall not be deemed to have terminated this Lease, or released the Tenant from its liability to pay the rents and additional rents then owing and due and/or thereafter to accrue hereunder, thereafter to accrue, or its liability for damages under any of the provisions hereof, by any such reentry or by any action in unlawful detainer, or otherwise, to obtain possession of the Demised Premises, unless the Landlord shall have notified the Tenant in writing that it has so elected to terminate this Lease and the Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the State where the Shopping Center is situated and the surrender of possession pursuant to such notice shall not (unless the Landlord elected to the contrary at the time of or at any time subsequent to the serving of such notices and such election is evidenced by a written notice to the Tenant) be deemed to be a termination of this Lease. In the event of any entry or taking possession of the premises as aforesaid, the Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and

may place the same in storage at a public warehouse at the expense and risk of the owner or owners thereof.

Should the Landlord elect to terminate this Lease under the provisions of subparagraph (a) or (c) above, the Landlord may recover from the Tenant as damages:

(i) the worth at the time of award of any unpaid rents and additional rents which had been earned at the time of such termination; plus

(ii) the worth at the time of award of the amount of the unpaid rents and additional rents which would have been earned after termination until the time of award, plus

(iii) the worth at the time of award of the amount of the unpaid rent and additional rents for the balance of the term after the time of award, plus

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to any costs or expenses incurred by Landlord in maintaining or preserving the premises after such default, preparing the premises for re-letting to a new tenant, any repair or alterations to the premises for such re-letting, leasing commission, or any other costs necessary or appropriate to re-let the premises; and

(v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State where the Shopping Center is situated.

As used in subparagraphs (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the rate of eighteen percent (18%) per annum. As used in subparagraph (iii) above, the "worth at the time of award" is computed by discounting such amount at the lesser of either the discount rate of the Federal Reserve Bank situated nearest to the location of the Shopping Center in effect at the time of the award, or eight percent (8%).

For all purposes of this Paragraph 23 the term "rent" shall be deemed to be the annual rental then in effect and all other sums which by the terms hereof are deemed additional rent or are otherwise required to be paid by Tenant pursuant to the terms of this Lease. All such sums, other than the annual rental, shall be computed on the basis of the average monthly amount thereof accruing during the immediately preceding thirty-six (36) month period, except that if it becomes necessary to compute such rental before such a thirty-six (36) month

period has occurred then such rental shall be computed on the basis of the average monthly amount hereof accruing during such shorter period.

In the event of default, all of the Tenant's fixtures, furniture, equipment, improvements, additions, alterations and other personal property shall remain on the Demised Premises and in that event, and continuing during the length of said default, Landlord shall have the right to take the exclusive possession of same and to use same, rent or charge free, until all defaults are cured or, at its option, at any time during the term of this Lease, to require Tenant to forthwith remove same, failing which the Landlord may effect such removal at the sole cost and risk of Tenant. The rights in favor of Landlord established hereunder shall, nevertheless, be subject and subordinate to any security interest(s) in favor of any assignee of this Lease, approved and consented to by the Landlord pursuant to Paragraph Five of this Lease.

Notwithstanding any other provisions of this Paragraph Twenty-three, the Landlord agrees that if the default complained of, other than for the payment of monies, is of such a nature that the same cannot be rectified or cured within the period requiring such rectification or curing as specified in the written notice relating thereto, then such default shall be deemed to be rectified or cured if the Tenant within such time period shall have commenced the rectification and curing thereof and shall continue thereafter with all due diligence to cause such rectification and curing thereof and does so diligently complete the same.

The remedies afforded to the Landlord in this Paragraph Twenty-three shall be in addition and supplemental to all other rights or remedies which the Landlord may have under the laws then in force.

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition should there occur any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by the Landlord unless such waiver be in writing signed by the Landlord.

All sums other than annual rental due and payable by Tenant hereunder, such as, by way of example and not in limitation, common area maintenance expenses, utility charges, real estate taxes, attorneys

fees, collection fees and court costs shall be deemed to be and shall become additional rent hereunder whether or not the same be designated as such, and shall be included in the term "rent" wherever used in this Lease (notwithstanding that the words "additional rent" are used in specific cases, but not used in other cases); and shall, unless otherwise specifically provided herein, be due and payable on demand or together with the next succeeding installment of minimum rent, which ever shall first occur, and Landlord shall have the same remedies for failure to pay the same as for a non-payment of minimum rent.

TWENTY-FOUR. ATTORNEYS' FEES. Tenant agrees that in the event that any default by it in performance of any of the terms, conditions or covenants of this Lease requires the Landlord, in the exercise of its sole discretion, to engage the services of any attorney, whether or not any employee of the Landlord, to enforce compliance by the Tenant with terms, conditions and covenants hereof, the Tenant will reimburse Landlord for any and all expenses incurred in its use of such attorney and in any action which said attorney may pursue. Such expenses shall include, but are not limited to: legal fees, court costs, costs of filing and serving summons and/or complaints, etc. The term "default" as used in this paragraph shall mean, but shall not be construed as being limited in meaning to nonpayment of: annual rent, utility bills, taxes, and common area expense contribution.

Tenant further agrees that should it commit any default or defaults under this Lease, Landlord may, at its election, immediately or at any time thereafter, without waiving any claim for breach of agreement, and without notice to Tenant, cure such default or defaults for the account of Tenant. If the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, or if the Landlord shall cure such default or defaults for the account of Tenant, then the Tenant will reimburse the Landlord for the expense of attorney's fees and disbursements thereby incurred by the Landlord, so far as the same are reasonable in amount. The cost to Landlord thereof shall be due and payable on demand, shall be deemed to be additional rent hereunder and shall be added to the installment of rent next accruing or to any subsequent installment of rent due and payable hereunder, at the election of Landlord. Landlord shall not be responsible to Tenant for any loss or damage resulting in any manner by reason of undertaking and pursuing of any of the rights and remedies which by the terms hereof are reserved to and for the benefit of Landlord.

TWENTY-FIVE. SECURITY DEPOSIT. Concurrently with the execution of this Lease, Tenant shall deposit with Landlord the sum of **\$ 1,500.00** security deposit, the same to be held by Landlord without liability for interest, as security for the full and faithful performance by

Tenant of the terms and conditions by it to be observed and performed hereunder. If any of the rents herein reserved, or any sum payable by Tenant to Landlord become overdue and remain unpaid, or should Landlord make any payments on behalf of Tenant, or should Tenant fail to perform any of the terms and conditions of this Lease, then Landlord; at its option, and without prejudice to any other remedy to which Landlord may have on account thereof, shall appropriate and apply said deposit, or so much thereof as may be required to compensate or reimburse Landlord, as the case may be, toward payment of rent or additional rent, or loss or damage sustained by Landlord due to the breach or failure to perform on the part of Tenant, and upon demand, Tenant shall restore such security to the original sum deposited.

Conditioned upon the full compliance by Tenant of all of the terms of this Lease and the prompt payment of all rentals and other sums due hereunder, as and when they fall due, said deposit shall be returned in full to Tenant within thirty (30) days after the end of the term hereof.

In the event of a sale or lease of the Shopping Center, subject to this Lease, the Landlord shall have the right to transfer the security to the Vendee or Lessee and the Landlord shall be considered released by the Tenant from all liability for the return of such security and the Tenant shall look solely to the new Landlord for return of the said security, it being agreed that this shall apply to every transfer or assignment made of the security to a new Landlord. The security deposited under this Lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord and any attempt to do so shall be void. In the event of any rightful and permitted assignment of this Lease, the said security deposit shall be deemed to be held by the Landlord as a deposit made by the assignee and Landlord shall have no further liability with respect to the return of said security deposit to the assignor. Any mortgagee of Landlord shall be relieved and released from any obligation to return such security in the event such mortgagee comes into possession of the Demised Premises and/or the Shopping Center by reason of foreclosure of its security interest or any proceeding in lieu thereof.

TWENTY-SIX. EMINENT DOMAIN. If 15% or more of the Shopping Center shall be acquired or condemned by right of eminent domain for any public use or purpose, then Landlord at its election may terminate this Lease by giving notice to Tenant of its election so to do, and in such event rentals shall be apportioned and adjusted as of the date of termination. If the term of this Lease shall not be terminated as aforesaid, then the same shall continue in full force and effect, and Landlord shall within a reasonable time after possession is physically taken (subject to delays due to shortage of labor, materials or

equipment, labor difficulties, breakdown of equipment, government restrictions, fires, other casualties or other causes beyond the reasonable control of Landlord) repair or rebuild what may remain, exerting its best efforts to preserve the Demised Premises, for the occupancy of Tenant. Should any such acquisition or condemnation include the Demised Premises or any portion thereof and Landlord shall not elect to terminate this Lease as aforesaid, then and in such event a just proportion of the minimum rent shall be abated, according to the nature and extent of the injury to the Demised Premises, until what may remain of the Demised Premises shall be repaired and rebuilt as aforesaid; and thereafter a just proportion of the minimum rent shall be permanently abated, according to the nature and extent of the portion Demised Premises acquired or condemned or the balance of the term of this Lease.

Landlord reserves to itself, and Tenant assigns to Landlord, all rights to damages accruing on account of any such taking or condemnation or by reason of any act of any public or quasi public authority for which damages are payable. Tenant agrees to execute such instruments of assignment as may be required by Landlord, to join with Landlord in any petition for the recovery of damages, if requested by Landlord, and to turn over to the Landlord any such damages that may be recovered in any such proceeding. If Tenant shall fail to execute such instruments as may be required by Landlord, or to undertake such other steps as may be requested as herein stated, then and in any such event, Landlord shall be deemed the duly authorized, irrevocable agent and attorney-in-fact of Tenant to execute such steps as herein stated in and on behalf of 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 installed by Tenant at its own cost and expense and which are not party of the realty and for loss of business income to Tenant which may be suffered as a result of Tenant's loss of the Demised Premises.

TWENTY-SEVEN. INTERPRETATION. It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction then such determination shall not affect any other provision of this Lease, all of which other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.

TWENTY-EIGHT. MISCELLANEOUS PROVISIONS. It is agreed that neither Landlord nor anyone acting on its behalf has made any statement, promise or agreement, or taken upon itself any engagement whatever,

verbally or in writing, in conflict with the terms of this Lease, or that in any way modifies, varies, alters, enlarges or invalidates any of its provisions, and that no obligations of the Landlord shall be implied in addition to the obligations herein expressed.

All notices to be given hereunder by either party shall be in writing and given to the Landlord or the Tenant, and shall be sent by registered or certified mail postage prepaid addressed to the party intended to be notified at the post office address of such party last known to the party giving notice, and notice given as aforesaid shall be a sufficient service thereof and shall be deemed given as of the date when deposited in any post office, or in any post office box regularly maintained by the Federal Government. A duplicate copy of all notice from the Tenant shall be sent to mortgagee if Landlord has informed Tenant of the name and address of the mortgagee. A mortgagee shall have the same rights to cure any default which Landlord has.

Within ten days after request therefor by Landlord, or in the event that it be required upon any sale, assignment or hypothecation of this Lease and/or of the Demised Premises and/or the land thereunder by Landlord, Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and there are no defense or offsets thereto by Tenant (or stating those claimed by Tenant), and such other relevant facts as may be therein requested.

It is understood that the term Landlord and Tenant used herein, shall be construed to mean Landlords and Tenants where there is more than one, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, masculine or feminine, shall in all cases be assumed as though fully expressed.

The word "Landlord" as used in this Lease means only the owner for the time being of Landlord's interest in this Lease. In the event of any assignment of Landlord's interest in this Lease, the assignor shall no longer be liable for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed.

In the event the Tenant hereunder shall be a corporation, the parties executing this Lease hereby covenant and warrant that: the Tenant is a duly qualified corporation and all steps have been taken prior to the date hereof to qualify Tenant to do business in the state wherein the Demised Premises are located; all franchise and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary to comply with applicable laws will be taken or filed when due.

Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the Shopping Center for the collection of any judgment (or other judicial process) requiring payment of money by Landlord in the event of a default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of Landlord shall be come subject to levy, execution, attachment or other enforcement procedures for the satisfaction of Tenant's remedies. If the building is transferred or conveyed, Landlord shall be relieved of all covenants and obligations under this Lease thereafter occurring and Tenant shall thereafter look to such transferee for the performance and observance thereof.

TWENTY-NINE. HAVE AND HOLD. The Landlord covenants that the Tenant, upon paying the rents herein reserved, and performing the covenants and agreement hereof shall peaceably and quietly have, hold and enjoy the Demised Premises and all rights, easements, appurtenances and privileges belonging or in any wise appertaining thereto for the uses and purposes set forth herein, during the full term of this Lease and any extensions or renewal thereof, subject nevertheless to the terms of this Lease and to any mortgage, deed of trust or other security instrument to which the same is subordinated.

The covenants and agreements contained in the foregoing Lease are binding upon the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns.

THIRTY. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease, and this Lease becomes effective only upon execution thereof by Landlord and Tenant. Upon the execution of this Lease by the Tenant, the Landlord is granted by the Tenant an option on the part of the Landlord for thirty (30) days to execute and complete this Lease. Said option may not be withdrawn during said thirty (30) day period. If Landlord shall not execute this Lease within said period and immediately thereafter return a fully executed copy to Tenant, Tenant may withdraw its offer hereunder.

THIRTY-ONE. DELIVERIES. **Tenant shall exercise its best efforts to complete or cause to be completed all deliveries, loading, unloading and servicing at the Demised Premises prior to 10:00 A.M. of each day. NO dollies are allowed on the stairs to the basement storage area.** The Landlord reserves the right to further regulate the activities of the

Tenant in regard to deliveries and servicing of the Demised Premises; and the Tenant agrees to abide by such further reasonable regulations of Landlord.

THIRTY-TWO. RECORDING OF LEASE BY LANDLORD. Landlord, may whenever Landlord deems it necessary, record a memorandum of this Lease, whether required or permitted by law, in whatever States or jurisdictions in which the same is recordable, at Tenant's sole cost and expense (including, but not limited to, the recording fees, taxes and all other costs and expenses of recordation), which Tenant shall pay to Landlord immediately upon any such recordation; and further, Landlord shall have such right of recordation notwithstanding and recordation, if any, of this Lease or any abstracts or memoranda thereof by Tenant, or by any other act of Tenant.

THIRTY-THREE. POSSESSION. If Landlord is unable to tender Tenant possession of the Demised Premises as herein provided, by reason of the holding-over of a previous occupant or by reason of any other cause beyond the control of Landlord, Landlord shall not be liable to the Tenant therefor and during the period the Landlord is unable to give possession, all rights, remedies and obligations of both parties hereunder shall be suspended.

THIRTY-FOUR. EXCLUSIVITY. **Landlord shall not lease to any other tenant whose principal business is serving soups, sandwiches, salads or prepared meals for consumption on or off the premises.**

THIRTY-FIVE. PARTIES TO CONTRACT:

LANDLORD:

Thistle Investments II LLC.
c/o Mountain Associates
P.O. Box 9
Stowe, Vermont 05673

TENANT:

GR8FOODS, LLC.

This lease consists of 35 numbered articles and a plan of Gale Farm Center marked Exhibit "A".

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto, intending to be legally bound thereby, under seal as of the date and year first written above.

Witness:

Marion Baraw

TENANT
GR8FOOD, LLC.

BY: [Signature]
Duly Authorized Agent

Witness:

Marion Baraw

LANDLORD
Thistle Investments Ltd.

BY: [Signature]
Marion Baraw
Duly Authorized Agent

STATE OF VERMONT
Lamoille COUNTY.S.S

At Stowe, Vermont in said County, this 29th day of July, 2016
ALAN HANDWERGER personally appeared and acknowledged
this instrument, by him sealed and subscribed, to be his free
act and deed and the free act of

Before me [Signature]
Notary public

my commission expires: 2/10/19

STATE OF VERMONT
Lamoille COUNTY.S.S.

At Stowe, Vermont in said County, this 29th day of July, 2016
Marion Baraw personally appeared and acknowledged this instrument, by
her sealed and subscribed, to be her free act and deed and the free
act of Thistle Investments LLC.

Before me [Signature]
Notary public

my commission expires: 2/10/19

