

**MAINE COMMERCIAL ASSOCIATION OF REALTORS®  
COMMERCIAL LEASE (GROSS/MODIFIED GROSS)**

1. PARTIES I-95 Portland Portfolio I, LLC with a mailing address of 773 Congress Street, Portland, ME 04102 ("LANDLORD"), hereby leases to Yulia Stolkner doing business as "Sip of Europe", with a mailing address of 91 Lincoln Road, Saco, ME 04072 ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:

2. PREMISES The Premises are deemed to contain 600 +/- square feet. The Premises are located at 229 Congress Street, Portland, ME together with the right to use in common, with other entitled thereto, the hallways, stairways and elevators necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.

3. TERM The term of this lease shall be for 18 months, unless sooner terminated as herein provided, commencing on January 1, 2016 (the "Lease Commencement Date") and ending on June 30, 2017.

If Landlord is unable to deliver the Premises to Tenant for occupancy by the Lease Commencement Date due to any act or condition beyond Landlord's reasonable control (including, but not limited to, the failure of any existing tenant to vacate the Premises or any part thereof), the Landlord shall not be liable for any loss, damage or cost resulting therefrom. In the event of any such delay, Landlord shall provide written notice to Tenant when the premises is available for occupancy by Tenant and Tenant's obligation to pay rent shall commence on the thirtieth day after such notice with rent to be prorated for any part month and the end date of the lease shall be extended to July 31, 2017. In the event Landlord is unable to deliver the Premises to Tenant by February 1, 2016, Landlord or Tenant may terminate this Lease anytime thereafter by giving the other party written notice thereof.

4. RENT Subject to any delay permitted by Section 3, the TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>1/1/2016-12/31/2016</u>	<u>\$18,000</u>	<u>\$1,500</u>
<u>1/1/2017-6/30/2017</u>	<u>\$9,000</u>	<u>\$1,500</u>

payable in advance in equal monthly installments on the first day of each month during the term, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms of the 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 equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

Subject to Section 3, but notwithstanding the Rent payment schedule and Annual Base Rent set forth above, Tenant shall not be obligated to pay rent for the month of January, 2016. .

5. RENEWAL OPTION So long as TENANT has not been in default of this lease during the term hereof, TENANT shall have the option to renew this lease for 3 years. In order to exercise TENANT's option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>7/1/2017-6/30/2018</u>	<u>\$18,540</u>	<u>\$1,545</u>
<u>7/1/2018-6/30/2019</u>	<u>\$19,096.20</u>	<u>\$1,591.35</u>
<u>7/1/2019-6/30/2020</u>	<u>\$19,669.09</u>	<u>\$1,639.09</u>

In the event that TENANT fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised.