Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 05/09/14

LEASE

This **LEASE** made on this 20th day of December, 2013, by and between the **Roman Catholic Bishop of Portland**, a body politic and a corporation sole, created and existing under the laws of the State of Maine and having a Chancery located in Portland, Maine (hereinafter called "Landlord") and **Portland Food Cooperative,** a Maine cooperative corporation (hereinafter called "Tenant").

W I T N E S S E T H:

ARTICLE I

Premises

In consideration of the rents provided for and subject to the terms and conditions set forth below Landlord hereby leases, demises and lets unto Tenant, and Tenant hereby leases and takes from Landlord the Premises (as that term is defined below).

The term "Premises" as used herein means that space situated within the Landlord's shopping center (the "Shopping Center"), which is located at 290 Congress Street in Portland, Maine, consisting of approximately 4,874 square feet, the dimensions of which space are approximately 60 feet by 87 feet, being the two retail spaces formerly occupied by tenants doing business as Labor Ready and the African Grocery Store, all as more particularly shown on the attached **EXHIBIT B**, together with the following:

1. The limited exclusive right to use the sidewalk (the "Storefont Sidewalk") running parallel to the storefront of the Premises and lying between the storefront of the Premises and the adjacent parking lot serving the Shopping Center (the "Parking Lot") for the purposes of displaying wares, which right of use shall be subject to the rights of other tenants of the Shopping Center, their customers and the Landlord for pedestrian travel along such sidewalk area;

2. The exclusive right to use the loading area located at the rear of the Premises and designated on the attached **EXHIBIT B**;

3. Notwithstanding anything to the contrary above, the Tenant shall have the right to use a portion of the sidewalk adjacent to the storefront of the Premises, which portion may extend no more than eleven feet from the storefront and have a width of approximately twenty-eight feet, and shall be used for the purpose of constructing and maintaining a vestibule, the design and location of which shall be subject to review and approval by the Landlord in light of appearance, uniformity of design and pedestrian and motor vehicle safety and other matters as provided in **Exhibit D**; and

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4. Use of the Parking Lot, which use shall be in common with the other tenants of the Shopping Center, their customers and employees, provided, however, that forty specific parking spaces are subject to an exclusive easement in favor of the Maine Medical Center, which spaces may be reallocated from time to time by agreement between Maine Medical Center or its assigns and Landlord. On or before the Commencement Date, Landlord shall terminate all leases or other agreements with parties other than tenants of the Shopping Center related to the Parking Lot, and other than the existing easement in favor of the Maine Medical Center referred to above. Landlord additionally agrees to make all commercially reasonable efforts to ensure the Parking Lot is used only by tenants of the Shopping Center and their employees and customers and reserves the right in its judgment to hire a towing agency to tow away unauthorized users of the Parking Lot, costs thereof to be considered part of the Operating Expenses under Article IV (ii) (b) (ii).

In the event that Tenant exercises its rights under that certain Right of First Offer, the terms of which are set forth on the attached **EXHIBIT A** and incorporated herein, which rights are or may be subject to certain option rights in favor of Rite-Aid of Maine, Inc., or its successors, affiliates or assigns, and provided that Landlord accepts Tenant's offer under such agreement, then, subject to and in accordance with the terms set forth in the Tenant's offer and such agreement, the Premises shall additionally include the retail space that is the subject of such agreement.

ARTICLE II

Term and effective date

This Lease shall be effective when duly executed by both parties (the "Effective Date"). Beginning on February 1, 2014, the Tenant shall have access to the Premises for purpose of making improvements allowed by the terms hereof or otherwise consented to by the Landlord and to make other preparation for opening for business. The term of this Lease (the "Term") shall be for a period of seven years, commencing on the earlier of April 1, 2014 or the date on which the Tenant opens for business (such earlier date being the "Commencement Date"), provided that the Term shall additionally include any period or periods arising from the exercise by Tenant of its right to extend the Term of this Lease as provided for in Article III below.