

# COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

1. PARTIES (fill in) Albert Palacci, with a mailing address of 4761 Broadway, Apt 6P, Block #4, New York City, NY 10034, ("LANDLORD"), hereby leases to Kyle Tzrinske OR a Limited, Liability Co. to be created, with a mailing address of 98 Grant Street #5, Portland, ME 04101, ("TENANT"), and TENANT hereby leases from LANDLORD the following described premises.

2. LEASED PREMISES (fill in and include, if applicable, suite number, floor number and square feet) The leased premises are deemed to contain \_\_\_\_\_ square feet. The leased premises are located at 64 Market Street, Portland, ME 04101 together with the right to use, in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto. ~~During the term of this Lease and for payment of additional monthly rent to LANDLORD in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) per parking space, which additional rent shall be due each month along with payment of base rent. TENANT also shall have the right, in common with LANDLORD and others, to use up to \_\_\_\_\_ ( 0 ) (NONE IF LEFT BLANK) undesignated parking spaces in the parking lot located at \_\_\_\_\_.~~ The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. TENANT acknowledges that: a) LANDLORD has made no representations and TENANT is not relying on any representations about the leased premises, their suitability for any particular use and/or the physical condition thereof; and b) that TENANT has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof.

3. TERM (fill in) The term of this Lease shall be for 4 plus years, unless sooner terminated as herein provided, commencing on March 1, 2014 (the "Commencement Date") and ending on June 30, 2018. LANDLORD shall deliver possession of the leased premises to TENANT on or before February 14, 2014 which is prior to the Commencement Date; provided, however, that all of TENANT'S obligations under this Lease shall commence upon delivery of possession, except for those obligations that expressly commence on the Commencement Date.

4. RENT (fill in) Commencing on the Commencement Date, TENANT shall pay to LANDLORD the following base rent:

Lease Year	Annual Base Rent	Monthly Rent
<u>1</u>	<u>\$ 2,400.00</u>	<u>\$ 600.00</u>
<u>2</u>	<u>\$ 8,400.00</u>	<u>\$ 700.00</u>
<u>3</u>	<u>\$ 9,600.00</u>	<u>\$ 800.00</u>
<u>4</u>	<u>\$ 10,800.00</u>	<u>\$ 900.00</u>
<u>5</u>	<u>\$ 12,000.00</u>	<u>\$ 1,000.00</u>

payable in advance in equal monthly installments on the first day of each month during the term of this Lease without deduction or setoff, 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, the following being now so designated \_\_\_\_\_ . If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this 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.

  
Tzrinske/Walker -

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

TENANT:

LANDLORD:

Kyle Tzrinske OR a Limited, Liability Co.  
to be created

Albert Palacci

Legal Name of Tenant

Legal Name of Landlord

[Signature]  
Signature

[Signature]  
Signature

NAME/TITLE

NAME/TITLE

Witness to Tenant

Witness to Landlord

GUARANTY (fill  
in or delete)

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing Lease with  
Kyle Tzrinske OR a Limited, Liability Co. to be created TENANT,

\_\_\_\_\_ ("GUARANTOR")  
does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement,  
covenant, term and condition of the Lease to be performed by TENANT, including without limitation the payment of all sums  
of money stated in the Lease to be payable by TENANT. The validity of this guaranty and the obligations of the  
GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any  
indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification,  
assignment, subletting or extension of the Lease, whether or not GUARANTOR shall have received any notice of or  
consented to such renewal, modification, assignment, subletting or extension. GUARANTOR hereby waives notice of  
acceptance of this Guaranty by LANDLORD, notice of default by TENANT under the Lease, and all suretyship and  
guarantorship defenses generally. The liability of GUARANTOR under this guaranty shall be primary, and in any right of  
action which shall accrue to LANDLORD under the Lease, LANDLORD may proceed against GUARANTOR and TENANT,  
jointly and severally, and may proceed against GUARANTOR without having commenced any action against or having  
obtained any judgment against TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the  
successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

GUARANTOR:

Legal Name of Guarantor

Signature

Witness to Guarantor

NAME/TITLE