

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 12 day of September, 2011, by and between PACHIOS BROTHERS I, LLC and LACONIA, LLC, d/b/a VENTURE INVESTMENT CO., hereinafter "Landlord", and MATT'S COFFEE, LLC, hereinafter "Tenant".

ARTICLE ONE. DEMISED PREMISES

A. For and in consideration of the rentals and other sums agreed herein to be paid by the Tenant to the Landlord, and in further consideration of the covenants, agreements, conditions and terms on the part of the Tenant and the Landlord to be performed, kept and fulfilled as herein set forth, the Landlord does hereby lease unto Tenant and the Tenant hereby leases and hires from the Landlord, the demised premises, being a portion of the ground floor space at 567 Congress Street, Portland, Maine, commonly referred to as the Strand Building, consisting of approximately 1,159 square feet, as shown on the attached Exhibit A (the "Demised Premises"). Tenant shall have the non-exclusive right to use the Basement Space connected to the Demised Premises during the term of this lease for the purposes of storage only. If Tenant uses Basement Space, Landlord and Tenant acknowledge that Tenant shall use Basement Space at its own risk without liability on the part of the Landlord. Landlord has the right at all times to access the Basement Space and Tenant shall not obstruct access to the Basement Space or to other adjacent areas including but not limited to the elevator room and electrical room.

B. The term of this lease shall be for five (5) years and four (4) months, commencing on October 1, 2011, and terminating on January 31, 2017, unless sooner terminated as hereinafter provided. In addition, provided Tenant is not in default under this lease, Tenant shall have the right to renew this lease for one (1) additional five (5) year term upon the same terms and conditions, provided Tenant provides Landlord a written notice of its decision to renew at least six (6) months in advance of the commencement of the renewal term.

HP MB

which the demised premises are a part. As depicted in the attached Exhibit B, Tenant shall make the following Tenant Improvements in the demised premises:

- (a) Install a wood floor;
- (b) Build shelving;
- (c) Paint;
- (d) Upgrade lighting;
- (e) Improve restroom;
- (f) Change ceiling tiles; and
- (g) Build turnkey coffee shop.

Tenant shall have no right to make any structural change, alteration or addition to the demised premises.

6. Heat and Electricity Charges.

Tenant shall be responsible for heat, air conditioning and electrical charges furnished to the demised premises. Tenant pays electric directly to CMP. Tenant shall pay to Landlord its proportionate cost of operating the HVAC system, which is separately sub metered. Tenant shall pay Landlord its proportionate cost of heating.

7. Condition of Premises at Termination

At the expiration or earlier termination of this lease, Tenant will quit and surrender the premises in as good state and condition as they were when entered into, reasonable use and wear thereof, and alterations, additions or changes permitted under Paragraph 5 above, excepted. All alterations, additions, erections, or improvements on or in the demised premises at the expiration or termination of this lease, except furniture and restaurant related equipment installed at the expense of the Tenant, shall be and become a part of the demised premises and shall remain upon and be surrendered with the demised premises. However, if Landlord shall have notified Tenant to do so at least thirty (30) days prior to the expiration of this lease, Tenant shall replace and restore all alterations and remove said furniture and restaurant related

IN WITNESS WHEREOF, Landlord and Tenant have caused these presents to be signed and sealed, the day and date set forth above.

VENTURE INVESTMENT CO.

By: [Signature]

Name: Steve Chennos

Title: V.P.

DATE: 9/19/11

TENANT:

MATT'S COFFEE, LLC

By: [Signature]

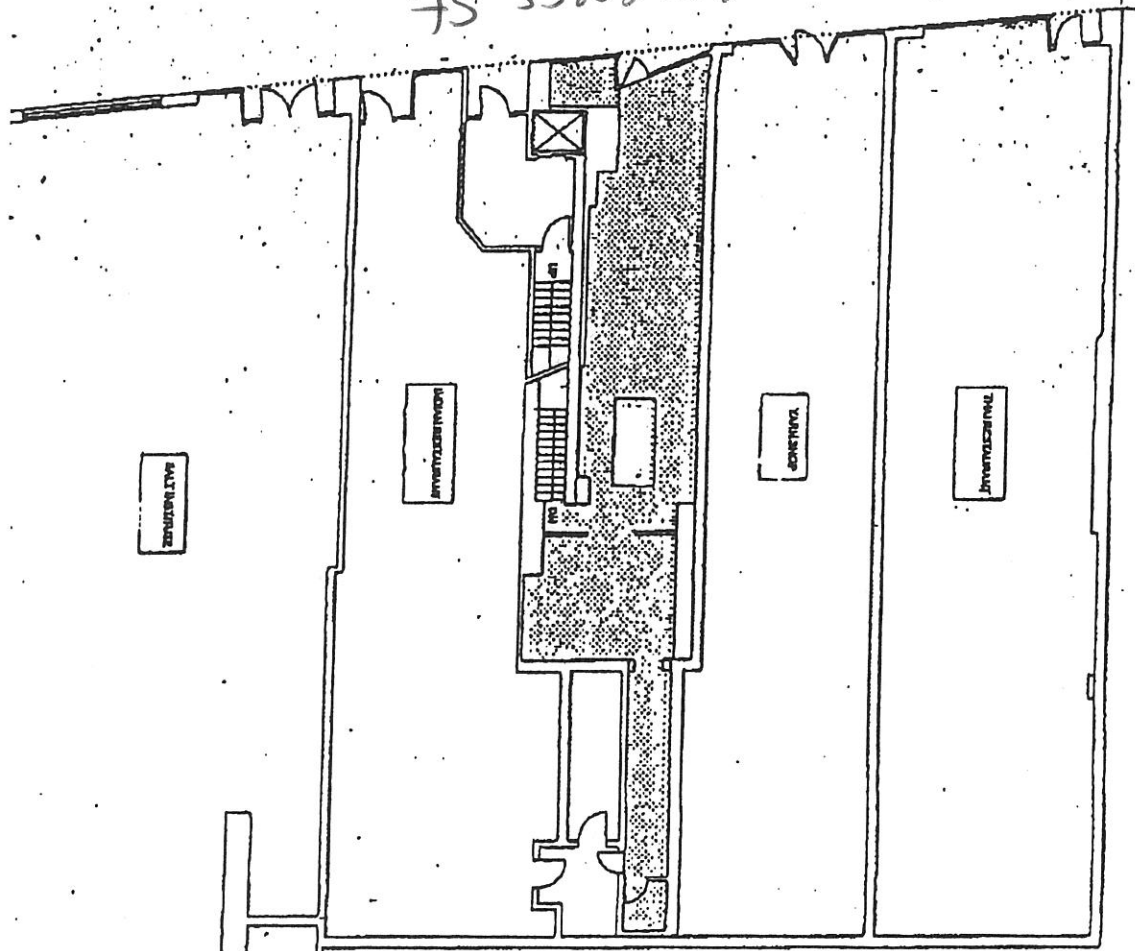
Name: MATT BOLINDER

Title: OWNER

DATE: 9/12/11

EXHIBIT A

Congress St.



567 Congress St.

MATT'S COFFEE

SPECKLED AX ESPRESSO

660-3333



Matt Bolinder

207-660-3333

Matt's Coffee/Speckled Ax Espresso

567 Congress St

Project Description:

Will build out a 24 seat coffee shop. Build out will include counters of approximately 12' x 30", 8' x 36" and 9'24", two small car counters for patrons (5' x 20" and 6' x 20"), benches along one wall, and the requisite plumbing and electrical installation. There will be no structural work or additional interior partitions. There is already an existing bathroom with sink and toilet on site.

Plumbed appliances and fixtures will include a three bay sink, handwash sink, mop sink, a water tap and carbonator, a pitcher rinser, under counter dishwasher, ice maker, espresso machine, hot water tower, coffee brewer and an ice bin. There will also be a very small (80 grams per batch) electric sample coffee roaster on site. Electric and lighting will be upgraded as necessary throughout the space.

Fire Department Requirements

Matt Bolinder—Matt's Coffee/Speckled Ax Espresso (no architect being used)

72 Park Ave #11

Portland, ME 04101

207-660-3333

--proposed use: coffee shop

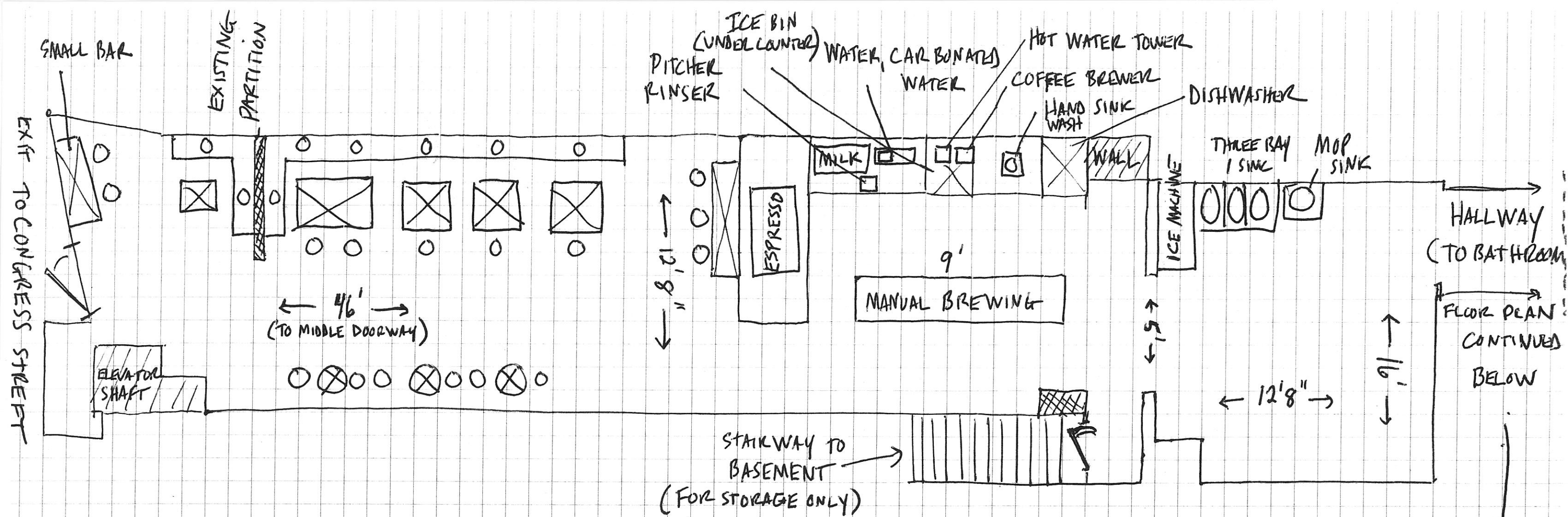
--square footage of 567 Congress St: 1100 sq ft

Life Plan

--40 foot travel distance from most remote point to either of two exits

--will position fire extinguishers at front and rear exits, and in café work area

--will install exit signs at rear exit and in center of store in consultation with fire inspector



567 CONGRESS ST.
 MATT'S COFFEE/
 SPECKLED AX ESPRESSO
 207-660-3333

