Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 10/15/14

LEASE AMENDMENT

This ___ day of November, 2011, Earl Apartments, LLC, a Maine Limited Liability Company, and Market Kitchen, Inc. D/B/A Down Home Cooking, with a mailing address of 28 Preble Street, Portland, Maine 04101, Landlord and Tenant, respectively, under a Lease with respect to certain premises located at 28 Preble Street, Portland, Maine dated May 10, 2006 (the "Lease"), hereby agree to amend the Lease by inserting new paragraphs in the Lease to be substituted in the Lease in place of the original paragraphs contained in the Lease as follows:

Article 3 Rent: The annual base rents will be as specified in Article 3.1 Renewal. Said rent shall be payable to Port Property Management in advance of the 15th day of each and every calendar month during the term of the lease. Any rent payment received by the Landlord after the 20th of the month shall be subject to a 5% surcharge.

Article 3.1 Renewal: After the expiration of the initial term of the lease Tenant shall have the right to renew this lease for 1 (one), five (5) year term at the following rent rates:

Year 1 December 1, 2011-November 30, 2012 Rent for December 2011 shall be $1,075. Rent for January1, 2012-November 30, 2012 shall be $2,150 monthly. The total annual rent for Year 1 shall be $24,725.
Year 2 December 1, 2012-November 30, 2013 $2,250 monthly/$27,000 annually
Year 3 December 1, 2013-November 30, 2014 $2,350 monthly/$28,200 annually
Year 4 December 1, 2014-November 30, 2015 $2,450 monthly/$29,400 annually
Year 5 December 1, 2015-November 30, 2016 $2,550 monthly/$30,600 annually

Second Renewal Term:

Upon the expiration of the first renewal term Tenant shall have the right to renew this Lease for 1 (one) 5 (five) year term at a new "market rate" monthly rent at as determined by Landlord in its reasonable discretion.

In order to exercise its right to renew for the second renewal term, Tenant must give Landlord written notice of its intention to do so, a minimum of 4 (four) months of the first renewal term, as applicable, provided, however, that the Tenant may not exercise its right to renew the Lease if Tenant is in default of any of its obligations under the Lease, either at the time of the written notice or on the effective date of renewal.

If the Tenant exercises its option to renew, Tenant agrees to pay to Landlord, or its designee, rent and additional rent in the amounts and on the terms set forth in the Lease as amended hereby.

Article 10 Insurance: At all times after the execution of this Lease, Tenant will obtain and keep in force insurance, including without limitation:

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1. Commercial General Liability insurance, including, without limitation, fire and property damage insurance, with coverage on terms and in form acceptable to Landlord in its sole discretion, at the Tenant's expense, including, without limitation, insurance against assumed or contractual liability with respect to the Premises, and the business operated by Tenant and any sub-tenants, concessionaires, or licensees of Tenant in the Premises, to afford protection to the limit, for each occurrence, of not less than one million dollars ($1,000,000.00) with respect to personal injury, death and property damage. Said insurance shall also provide for coverage in equal amounts for and of all parties, including but not limited to other tenants in the Landlord's building, who might be harmed or injured, or suffer property damage, as a result of activities, caused by or occurring on leased Premises by the Tenant and any sub-tenants, concessionaires, or licensees of the Tenant. The insurance policy shall protect and hold harmless Landlord from any and all claims of such third parties and/or other tenants of the building who are or may be harmed as described above.

2. All Risk Casualty Insurance, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property (or the highest such coverage available) in the Leased Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease), and all leasehold improvements installed in the Leased Premises by Tenant.

3. Tenant shall be solely responsible for the cleaning, maintenance and replacement of plate glass and other windows located within the Premises and is advised to obtain insurance coverage protecting damage thereto. Tenant agrees to repair promptly any damage to such glass and windows at its sole expense.

4. All of the insurance policies to be obtained by Tenant under the terms of the Lease or this Lease Amendment shall contain a clause that the insurer will not cancel or reduce the coverage of the insurance without first giving Landlord and any mortgagees of Landlord thirty (30) days' prior written notice.

Landlord as named insured: Earl Apartments LLC shall be listed on the insurance policies as a "named insured". A copy of this insurance policy shall be provided to Landlord upon the execution of this Lease and each year upon policy renewal.

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in or from companies acceptable to Landlord.

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Confidentiality. Tenant hereby agrees, understands, and declares that the terms of the Lease Amendment, its Lease, and the amount of its rental and other payments, thereunder are confidential (hereinafter the "Confidential Information"), and neither Tenant, nor any of its officers, shareholders, agents, or employees shall in any way publicize or cause to be publicized, nor cause to be disclosed to any person, business, or other entity, any of the Confidential Information unless required to do so by a court of competent jurisdiction. It is understood and agreed that Tenant may disclose the Confidential Information to its attorneys and accountants. If Landlord determines that Tenant has violated the provisions of this paragraph, Landlord shall be entitled, upon 10 (ten) days notice to, at its election increase the rent hereunder or terminate this Lease. This amendment may be executed in counterpart originals.

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IN WITNESS THEREOF, the parties have hereunder set their hands and seals all on the day and year first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

By: _____
Brenda Garland, President
Market Kitchen, Inc. D/B/A Down Home Cooking

By:_____
Russell Pierce, Vice President,
Port Property Management, Inc.
Its: Property Manager

STATE OF MAINE
CUMBERLAND, SS .

_____
Date

Personally appeared the above-named, Russell Pierce, Property Manager for Earl Apartments, LLC., and acknowledged the execution of the foregoing instrument to be his free and deed and the free act and deed of said Earl Apartments, LLC.

Before me.

_____
Notary public/Attorney at Law

_____
Printed Name

STATE OF MAINE
CUMBERLAND, SS.

_____
Date

Personally appeared the above-named**,** Brenda Garland, President**,** Market Kitchen, Inc. D/B/A Down Home Cooking**,** being duly authorized, and acknowledged the execution of the foregoing instrument to be her free act and deed, and the free act and deed of said corporation.

Before me.

_____
Notary public/Attorney at Law

_____
Printed Name

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I hereby personally guaranty any and all obligations of Market Kitchen, Inc. D/B/A Down Home Cooking, under the foregoing lease, and without limiting the general nature of the foregoing, I guaranty timely payment of all amounts due to Landlord under the lease. I understand that landlord is relying on my guaranty in entering into this lease agreement. I hereby assent to the terms of the lease and consent to any and all extensions of time or other indulgences which may be granted by Landlord, and to the addition or release of any other party or person in any way liable hereunder, all without notice, and generally waive all suretyship rights and defenses while any sums remain outstanding under the lease.

_____ _____
Witness

SS #_____

STATE OF MAINE
CUMBERLAND, ss.

Personally appeared the above-named _____and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

_____
Notary Public

Print Name:_____

My Commission Expires:_____