Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 06/20/13

LEASE

AGREEMENT OF LEASE made this 16th, day of May, 2013, between Rice of 657 Congress Street, First Floor, Portland, Maine (hereinafter referred to as LANDLORD), and The Coffee Cat, LLC., Federal Identification No. 46-2661622, by its Manager, Jenny Siler, Social Security No. 516-94-7014 of 54 Vannah Avenue, Portland, Maine 04103 (hereinafter referred to as TENANT). This Lease agreement is hereinafter referred to as BASE LEASE.

WITNESSETH

That LANDLORD for and in consideration of the rent stated hereinafter, covenants and agreements hereinafter set forth to be kept, observed and performed by TENANT, has demised and leased, and does hereby demise and let unto TENANT and TENANT does agree to Lease from LANDLORD upon the covenants and agreements hereinafter set forth, the Premises hereinafter described.

1. Description of Leased Premises. LANDLORD does hereby lease and rent unto TENANT and TENANT does hereby lease and rent from LANDLORD that portion of the land and building (hereinafter referred to as BUILDING) owned by LANDLORD, located at 463 Stevens Avenue, Portland, Maine, formerly leased to Jill Dewitt, doing business as Good Eats, deemed to contain 900 square feet more or less, (hereinafter referred to as the LEASED PREMISES). The parties hereby agree that this is a commercial lease.

2. Term. The term of this Lease shall be for a period of three (3) years, commencing on June 1, 2013, and terminating at 4:00 pm on May 31, 2016.

3. Rental. The TENANT shall pay to the LANDLORD monthly payments of Base Rent in the following amounts, in advance on the first day of every month starting on the June 1, 2013.

Period	Monthly Rent
1. June 1, 2013 through May 31, 2014.	$1,000.00 per month
2. June 1, 2014, through 4:00 pm May 31, 2016.	see below in Paragraph 3.A for rental.

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19. Real Estate and Personal Property Tax. TENANT shall be responsible personal property taxes assessed against personal property owned by TENANT an the demised premises and for all taxes assessed against improvements made by the the demised premises plus if in any tax year commencing with the City of Portlanc year 2014 (July 1, 2013 through June 30, 2014) the real estate taxes and a Improve tax or similar tax, hereinafter called real estate tax on the land and buildings, of which the leased premises are part, are in excess of the amount of real estate taxes thereon for the fiscal year 2013 (July 1, 2012 through June 30, 2013) hereinafter called the "Base Year". TENANT will pay to LANDLORD as additional rent hereunder, fifteen percent (15%) of such excess that may occur in each year of the term this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which the Lease commences or ends. The real estate tax in Base Year is Fifteen Thousand Four Hundred Forty-five Dollars Fifty Eight Cents ($15,445.58). If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT. LANDLORD shall make the computation and give them to TENANT. The payment, if any, is due on the first day of the month following notice.

20. Notices. Whenever by the terms of this Lease, notice shall or may be given either to the LANDLORD or to the TENANT, such notice shall be in writing and may be delivered personally or shall be sent by certified mail, return receipt requested, postage prepaid, to the address set forth above, or a subsequent address designated by either LANDLORD or TENANT. Notices from LANDLORD to TENANT shall be deemed to have been given when mailed or when delivered personally.

21. Tenant Buildout. TENANT will make all improvements necessary for operation of the retail store and coffee shop.

22. Miscellaneous. The submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to Lease said premises. This Lease does not come into existence until executed by both LANDLORD and TENANT.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease to be executed in duplicate under seal the day and year first above written.

Signed, sealed and delivered
In the presence of:

Witness

Geoffrey I. Rice, Landlord

THE COFFEE CAT, LLC.

The Coffee Cat, LLC
Witness

By: _____, Its Manager
Jenny Siler, Tenant