Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 06/17/14

MAINE COMMERCIAL ASSOCIATION OF REALTORS®
COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

1. PARTIES

11 Exchange, LLC with a mailing address of P.O. Box 4894 Portland, ME hereby leases to House of Jerky, with a mailing address of 2730 White M, ("TENANT"), and the TENANT hereby leases from LANDLORD the following des

2. PREMISES

The Premises are deemed to contain 2,400 +/- square feet. The Premises are loc... Portland, ME 04101 The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.

3. TERM

The term of this lease shall be for Three (3), unless sooner terminated as herein provided, commencing on April 9th 2014 and ending on April 8th 2017.

4. RENT

The TENANT shall pay to the LANDLORD the following base rent:

Lease Year(s)	Annual Base Rent	Monthly Rent
1	$ 60,000.00	$ 5,000.00/MG
2	$ 61,800.00	$ 5,150.00/MG
3	$ 63,600.00	$ 5,300.00/MG

Free Rent Period Through May 15th, 2014

payable in advance in equal monthly installments on the first day of each month during the term, 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: P.O. Box 4894 Portland, ME 04102. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms 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.

5. RENEWAL OPTION

So long as TENANT has not been in default of this lease during the term hereof, TENANT shall have the option to renew this lease for Two (2) Three (3) Year Options with $1,800.00 Annual increases. In order to exercise TENANT's option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease.

In the event that TENANT fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised.

6. SECURITY DEPOSIT

Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of dollars ($ 5,000.00), which shall be held as a security for the Tenant's performance as herein provided and refunded to the TENANT without interest at the end of this lease subject to the TENANT's satisfactory compliance with the conditions hereof.

7. RENT ADJUSTMENT

A. TAX ESCALATION

If in any tax year commencing with the fiscal year 2014, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year 2014 (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, 9% per cent of such excess that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. 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.

B. OPERATING COST ESCALATION

The TENANT shall pay to the LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, 9% percent of any increase in operating expenses over those incurred during the calendar year 2014. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building, appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, and other utility services and facilities to the building, (ii) all costs of any insurance carried by LANDLORD related to the building, (iii) all costs of common area cleaning and janitorial services, (iv) all costs of

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this _____ _____19_____.

GUARANTOR:

Matt DiBenedetto
Legal Name of Guarantor:

Signature

Witness to Guarantor

Date: 06/17/14

NAME/TITLE

Form MM-2 Rev. 10/95
Maine Commercial Association of REALTORS6' PO Box 1327
Wells, Maine 04090

RESURGAM CITY OF PORTLAND, MAINE
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Inspections Division
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IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this _____ _____19_____.

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GUARANTOR:

_____
Legal Name of Guarantor:

_____
Signature

_____
NAME/TITLE

_____ Date: 06/17/14
Witness to Guarantor

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