

## **COMMERCIAL LEASE AGREEMENT**

This Commercial Lease Agreement ("Lease") is made January 13, 2010, and effective February 1, 2010, by and between Ms. Kelly Harris ("Landlord") and Ms. Jesse Patterson ("Tenant").

Landlord is the owner of commercial real estate ("property") located at 555 Marshall Street, Lee City, Virginia.

The property contains one commercial building and one driveway ("driveway").

The commercial building contains a retail store (Pine Designs), a workshop and a storage space. The driveway is located behind the commercial building. It connects the workshop and storage space to Marshall Street, Lee City, Virginia.

Landlord agrees to lease to Tenant solely the driveway, commencing February 1, 2010, and ending January 31, 2015, at which time this Lease is terminated.

Landlord agrees to lease to Tenant the driveway on the following conditions:

### **Rent**

1. For the first year of this five-year Lease, commencing February 1, 2010 and ending January 31, 2011, Tenant will pay Landlord as rent, the sum of \$250.00 per month.
2. For the second, third, fourth, and fifth years of this five-year Lease, commencing February 1, 2011, and ending January 31, 2015, Tenant will pay Landlord as rent, the sum of \$400.00 per month.

### **Payment of Rent**

3. Tenant will pay Landlord the monthly rent amount on or before the 15<sup>th</sup> of every month.
4. Tenant will pay Landlord the monthly rent amount in the form of a certified check, made payable to Ms. Kelly Harris.
5. Tenant will commence paying Landlord a monthly rent amount on or before February 15, 2010.

### **Use**

6. The Tenant agrees to use the driveway only to operate the drive-thru at Ben's Brewed Beans.
7. The Tenant may not allow any additional persons to occupy the driveway beyond the limit proposed by the law.



8. Tenant agrees to assume all responsibility for actions taken by any person entering the property.
9. Landlord will hold Tenant solely responsible for all damages to the driveway or for violations against the Lease.

### **Perquisites**

6. For the second, third, fourth, and fifth years of this five-year Lease, commencing February 1, 2011, and ending January 31, 2015, Tenant will place the name and logo of Pine Designs onto its coffee sleeves. Tenant will have the name and logo of Pine Designs professionally screened onto its coffee sleeves.
7. For the second, third, fourth, and fifth years of this five-year Lease, commencing February 1, 2011, and ending January 31, 2015, Tenant will supply free coffee to all delivery truck drivers who deliver to Pine Designs, available at both its drive-thru and retail store.

### **Transferability of the Lease**

8. The Lease may be transferred only if (1) the following conditions are satisfied, and (2) the Landlord approves, upon satisfaction of the following conditions:
  - a. The new Tenant must be a business
  - b. The new Tenant must be a similar business, i.e. a business similar in size, annual revenues, daily number of customers, product, etc. (This list of similar characteristics is not exhaustive).
  - c. The level of use of the driveway must not exceed its current level of use, as measured on January 13, 2010.

### **Arbitrated Disputes**

9. If a dispute arises during the Lease, the Landlord and Tenant will resolve the matter through an arbitrator.
10. The Landlord and Tenant will jointly select the Arbitrator.
11. If the Landlord and Tenant do not come to an agreement as to the selection of an arbitrator, the Landlord and Tenant will jointly select a neutral, third party arbitrator to select the arbitrator for the dispute between the Landlord and Tenant.
12. The Landlord and Tenant will instruct the arbitrator to render a decision promptly.
13. The Landlord and Tenant will instruct the arbitrator that his decision will be binding upon the parties.
14. The Landlord and Tenant will each pay fifty-percent of the cost of the arbitrator's services.

### **Final Agreement**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter of this Lease. A further writing, duly executed by both Landlord and Tenant, may only modify this Agreement.



IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease as of January 13, 2010.

\_\_\_\_\_  
Ms. Kelly Harris, Landlord

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Ms. Jesse Patterson, Tenant

