

**MAINE COMMERCIAL ASSOCIATION OF REALTORS®  
COMMERCIAL LEASE (NET LEASE)**

1. PARTIES Fletcher-Ritter, LLC with a mailing address of 50 Cove Street, Portland, Maine 04101 ("LANDLORD"), hereby leases to JTE Investments, Inc., d.b.a Mobile Fitness Personal Training with a mailing address of 16 Sled Run Rd, North Yarmouth, ME 04097 ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:
2. PREMISES The Premises are deemed to contain 2666.57 +/- square feet. The Premises are located at 50 Cove St Portland, ME 04101 together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access to said leased premises, and lavatories nearest thereto. 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 Five Years, unless sooner terminated as herein provided, commencing on July 1st 2013 and ending on June 30th 2018.

4. RENT The TENANT shall pay to the LANDLORD the following base rent:

Lease Year(s)	Annual Base Rent	Monthly Rent
1 9.12/SF	\$ 24,319.12	\$ 2,026.60
2 9.12/SF	\$ 24,319.12	\$ 2,026.60
3 9.12/SF	\$ 24,319.12	\$ 2,026.60
4 9.12/SF	\$ 24,319.12	\$ 2,026.60
5 9.12/SF	\$ 24,319.12	\$ 2,026.60

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: Fletcher-Ritter, LLC. 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. FIRST 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 Five Years (Years 6-10). 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 except for base rent which shall be as follows:

Lease Year(s)	Annual Base Rent	Monthly Rent
6 9.94/SF	26,505.71	\$ 2,208.81
7 9.94/SF	26,505.71	\$ 2,208.81
8 9.94/SF	26,505.71	\$ 2,208.81
9 9.94/SF	26,505.71	\$ 2,208.81
10 9.94/SF	26,505.71	\$ 2,208.81

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.

- SECOND 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 Five Years (Years 11-15). Base rent to be at a fixed five (5) year term rate determined by Market Price arbitrated by a third party realtor in agreement with Tenant and Landlord, not to exceed Ten Percent (10%) of previous term rate. 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 except for base rent which shall be determined.

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.

**COMPLIANCE WITH LAWS**

TENANT agrees to conform to the following provisions during the entire term of this lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT's use thereof required by law or any public authority as a result of TENANT's use or occupancy of the premises or TENANT's alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD's consent as provided in this lease.

11. MAINTENANCE TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as the TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass that is damaged or destroyed.
- A. TENANT'S OBLIGATIONS
- B. LANDLORD'S OBLIGATIONS The LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of the TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of the TENANT and TENANT shall pay all costs therefor. LANDLORD also agrees to paint the exterior of the building prior to the rent commencement date, to provide a three (3) foot bathroom door, and to make several lockers available for use by TENANT or its sublessees.
12. ALTERATIONS - ADDITIONS The TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aeriels or flagpoles or the like, visible from outside of the leased premises, that is, from outdoors or from any corridor or other common area within the building; Provided however, that TENANT may make alterations or additions consisting of plumbing work, installation of partition walls, installation of air conditioners, electrical work, installation of a three (3) inch hole through the masonry wall for a vent, and installation of signage on the exterior of the building and signage on the top of the free standing sign post at the northeast corner of the property. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that the TENANT has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the LANDLORD's title or interest in the building, the premises, or any portion thereof.
13. ASSIGNMENT - The TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this lease, without LANDLORD's prior express written consent in each instance [which consent shall not be unreasonably withheld] (cross out if not applicable). In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this lease. For purposes of this lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this lease. Notwithstanding anything herein to the contrary, TENANT is hereby authorized to sublet space to other tenants as long as the LANDLORD is provided with written notice of the identities of the individual sublessees.
14. SUBORDINATION AND QUIET ENJOYMENT This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and the TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided the Tenant performs all of its obligations under this lease, the Tenant shall be entitled to the quiet enjoyment of the leased Premises.

**PROVISIONS**

It is also understood and agreed that:

**DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.**

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 1<sup>st</sup> day of May, 2013.

TENANT:

[Signature]  
Signature  
SE-PAZ Pambour, President  
NAME/TITLE  
[Signature]  
Witness to Tenant

LANDLORD:

[Signature]  
Signature  
JEFF RITTER mg fletcher-ritter  
NAME/TITLE  
[Signature]  
Witness to Landlord

Deposit and Lease Authorization Pending zoning/permits approval. SE [Signature]