

COMMERCIAL LEASE (NET LEASE)

- 1. PARTIES A&M Partners LLC, a Maine limited liability company with a mailing address of 380 Warren Ave Portland, Maine 04103 ("LANDLORD"), hereby leases to Class Acts Management a Maine corporation with a mailing address of 170 Anderson Street Portland, Maine ("TENANT"), and the TENANT hereby leases from LANDLORD the below-described leased premises:
- 2. LEASED PREMISES The leased premises are deemed to contain 11,646 square feet of commercial and retail space. The leased premises are located at 55 Washington Avenue Portland, Maine 04101, as depicted on Exhibit A attached hereto. The leased premises are accepted in "as is" condition.
- 3. TERM The term of this lease shall be for five (5) years, unless sooner terminated as herein provided, commencing on February 1, 2014 (the "Commencement Date") and expiring on the fifth (5th) anniversary of the Commencement Date.
- 4. RENT Commencing on July 1, 2014 (Rent Commencement Date) TENANT shall pay to LANDLORD the following base rent:

Lease Year	Annual Base Rent	Monthly Rent
1	\$66,000	\$5500.00
2	\$66,000	\$5500.00
3	\$66,000	\$5500.00
4	\$66,000	\$5500.00
5	\$66,000	\$5500.00

payable in advance in equal monthly installments, without any offset or deduction whatsoever, on the first day of each month during the term of this Lease, 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 at the address provided above or to such agent and at such place as LANDLORD shall from time to time in writing designate. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges within 5 (five) business days of the due date, 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 (4.0%) of the amount due LANDLORD each month in addition to the rent then due.

- 5. RENEWAL OPTION So long as TENANT is not in default as of the time of exercise, TENANT shall have the option to renew this Lease for one (1) successive renewal term of five (5) years duration. In order to exercise TENANT'S renewal option, TENANT shall notify LANDLORD in writing of its intention to exercise its option on or before nine (9) months prior to the end of the initial term, such renewal to be upon the same terms and conditions set forth in this Lease except that TENANT shall have no further renewal options and except for base rent which shall be as follows:

The base rent payable by Tenant during the renewal term shall be that base rent which in the determination of Landlord, in Landlord's sole discretion, is the prevailing market rate with prevailing rent escalators for similar premises on the Portland peninsula, which base rent shall not be less than the base rent paid by Tenant in the immediately preceding lease year. Landlord shall notify Tenant in writing of the base rent for said renewal term within fifteen (15) days of receipt of Tenant's notification of intention to exercise said renewal option, which Tenant may then accept or reject no later than fifteen (15) days after receipt of Landlord's offer.

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

- 8. SECURITY DEPOSIT *UM* *ON or before 5/11/2014*
Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of five thousand five hundred dollars (\$5500.00), which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof.

- 9. RENT ADJUSTMENT
 - A. TAXES Commencing on the Rent Commencement Date, TENANT will pay to LANDLORD as additional rent hereunder, in accordance with this Article, eight point three nine percent (8.39%) of all real estate taxes, special district taxes, and all betterments assessments on the land and buildings of which the leased premises are a part 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 LANDLORD obtains an abatement of any such 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 TENANT.

- B. OPERATING COSTS Commencing on the Rent Commencement Date, TENANT shall pay to LANDLORD as additional rent hereunder in accordance with this Article, eight point three nine percent (8.39%) of all operating expenses. 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, water, sewer, 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 for common area cleaning and janitorial services including pest and rodent control; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition; (v) all costs of snow and ice removal, landscaping, and grounds care; (vi) all other costs of the

acknowledge and deliver to LANDLORD and/or any mortgagee a statement in accordance with the provisions of this Article within the period set forth herein shall LANDLORD shall be, at LANDLORD'S option, an event of default without notice and cure period.

34. IMPROVEMENTS

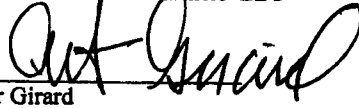
TENANT acknowledges and agrees that the leased premises are being delivered to TENANT "AS IS" and that LANDLORD has not agreed to do any fit-up work or make any improvements to the leased premises to prepare the same for occupancy by TENANT.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

LANDLORD: A&M Partners LLC

Dated: January 30, 2014

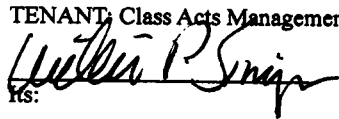
By:


Arthur Girard
Its duly authorized Manager

TENANT: Class Acts Management Inc

Dated: January 30, 2014

By:


Its: