

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 2nd day of may 2017, by and between **Bayside I, LLC** with a place of business in Portland, Cumberland County, Maine and a mailing address of c/o CBRE|Boulos Asset Management, One Canal Plaza, Suite 500, Portland, ME 04101 ("Landlord") and **Adria Moynihan Rusk d/b/a Still Life Studio**, a Maine sole proprietorship, with a mailing address of 82 Elm Street, Portland, ME 04101 ("Tenant").

1. Premises. Landlord hereby leases, demises and lets unto Tenant, in consideration of the Rent to be paid and other covenants to be performed by Tenant and subject to the terms and conditions set forth herein, and Tenant leases from Landlord, the following Premises:

The office suite is located at 82 Elm Street in Portland, Maine, (the "Building") as depicted on Exhibit A attached hereto and incorporated herein (the "Premises"). The Premises shall be deemed to contain 1,390 +/- rentable square feet. It is the responsibility of the Tenant to determine all zoning information and secure all required permits and approvals for its proposed use and occupancy of the Premises. Neither Landlord nor CBRE|The Boulos Company make any representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the Premises for the Tenant's intended use thereof.

2. Term. (a) To have and to hold the said Premises for a term of three (3) years, two (2) months, plus partial month, if applicable commencing upon Lease execution, (the "Commencement Date") and terminating at 5:00 p.m. on the last day of the thirty sixth (36th) calendar month, unless earlier terminated as provided in this Agreement or by mutual agreement of the parties (the "Lease Term").

(b) Option to Renew. Provided Tenant is not in default, Tenant shall have one (1) option to renew for a term of three (3) years under the same terms and conditions of the existing Lease except for Base Rent. The Base Rent for the first year of said Renewal Term shall be the Base Rent for the last year of the then current term plus three percent (3%) annual increases for each year of the extended term. The option to renew shall be exercised if Tenant notifies Landlord, in writing, no less than six (6) months prior to the end of the then current term. Should Tenant fail to exercise its Option to Renew, Tenant shall have no further renewal right to extend the Lease pursuant to this clause.

3. Assignment and Subletting. Tenant shall not assign this Lease or sublet the Premises or any part thereof without Landlord's prior written consent. If the Tenant desires to sublease the Premises and Tenant has obtained Landlord's written consent, it is agreed that (a.) Tenant shall obtain a rental rate that is equal to the then fair market rent for the space and (b.) Any excess of rent or other charges payable to Tenant pursuant to such assignment or subletting over the amount of rent owed by Tenant pursuant to this Lease shall be payable by Tenant to Landlord immediately upon receipt by Tenant. Any such assignment or subletting shall not release Tenant from its obligation under this Lease. In addition, Landlord shall have the right but not the obligation to recapture the Leased Premises and terminate the Lease in the event Tenant decides to sublet or assign the Lease to a third party.

4. Rent. Tenant covenants and agrees to pay to Landlord, without holdback or set-off, at Landlord's address, during each year of the Lease Term, in monthly installments payable in advance on the first day of each month during the Lease Term, together with any other sums required to be paid by Tenant hereunder regardless of whether designated as rent (collectively, "Rent") as follows:

Rent Commencement Date – Sixtieth Day: The monthly Base Rent shall \$0.00 Modified Gross. Tenant shall be responsible for Premises utilities only.

Sixty-First Day – Month 12: The monthly Base Rent shall \$1,274.17 Modified Gross.

Months 13 – 24: The monthly Base Rent shall \$1,312.39 Modified Gross.

Months 25 – 36: The monthly Base Rent shall \$1,351.77 Modified Gross.

a. The above-stated Base Rent is on a Modified Gross basis and includes Tenant's prorata share of all base year (2017) operating expenses that relate to the Building including but not limited to real estate taxes, maintenance and repairs required to be performed by Landlord under this Lease, insurance, management fees, ground maintenance, water, sewer and stormwater charges, heat, common area electricity and parking. During the Lease Term, Tenant shall pay, monthly, with Tenant's installments of base rent, its prorata share of increases in such operating expenses over such operating expenses for the base year (2017). Tenant's prorata share shall be a fraction, the numerator of which is 1,390, and the denominator of which is the number of rentable square feet in the Building, measured using standards for similar office space in the Portland, Maine area. Expressly excluded from the above operating expenses are Tenant's Premises electricity costs for lights, outlets, and air conditioning. Provided, however, Tenant's Premises electricity costs for lights, outlets, and air conditioning are to be paid pursuant to sub-paragraph "b" below.

In addition to Base Rent, Tenant shall pay Landlord or utility provider for the cost of electricity. In the event that Premises electric is not separately metered, Tenant agrees to reimburse the Landlord for Tenant's proportional share for its usage for the Premises currently estimated at \$1.38 per sf. Landlord shall invoice Tenant on a monthly basis. Said amount shall be increased by the increase in rates by Central Maine Power.

5. Security Deposit. Tenant shall, at the time of the signing of this Lease, pay a Security Deposit in the amount of \$1,274.17 (the "Security Deposit") to be held by Landlord during the Lease Term as security for the faithful performance of all of Tenant's obligations hereunder. Landlord shall have the right to apply all or any part of the Security Deposit to the curing of any default that may then exist without prejudice to any other remedy which Landlord may have on account thereof. Whenever and as often as said Security Deposit is so used by Landlord to cure any such default, Tenant shall, within ten (10) days after Landlord's request therefor, deposit additional funds with Landlord sufficient to restore the Security Deposit to its original amount. The Security Deposit will draw no interest. In no event is the Security Deposit to be used for the last month's rental payment without Landlord's written consent. The Security Deposit shall be returned within thirty (30) days after the scheduled termination date of this Lease, provided: (a) Tenant vacates the Premises and surrenders and delivers up the Premises in accordance with the terms of this Lease and "broom clean"; (b) all utility and other charges which may cause a lien to be placed upon the Premises have been paid; and (c) the Rent, Common Area Maintenance and other sums due under this Lease have been paid through the scheduled termination date and Tenant is not otherwise in default hereunder.

6. Casualty Damage; Eminent Domain.

(a) If the Premises shall be damaged by fire or other casualty covered by Landlord's policy of casualty insurance but are not thereby rendered untenable in any part, Landlord, at its own expense, shall cause such damage promptly to be repaired, and the Rent meanwhile shall be

abated in accordance with the nature and proportion of the damage, until delivery of possession of the restored Premises. If the Premises shall be damaged or destroyed by a fire or casualty not covered by Landlord's policies of fire and extended coverage insurance, or if said damage or destruction renders the Premises untenable, in whole or in part, Landlord may elect to cancel this Lease by delivering notice of such election to Tenant within thirty (30) days of the date of the fire or other casualty, said cancellation to take effect as of the delivery of such notice, and in such event this Lease and the tenancy hereby created shall cease as of the aforesaid cancellation date, the Rent to be adjusted as of the date of delivery of said notice. If Landlord elects to restore the Premises, Landlord shall proceed to repair such damage or destruction, such repair to be completed within one hundred and eighty (180) days after the occurrence of such damage or destruction. If Landlord is unable to complete such repairs within the time period specified, then either party hereto shall have the right, to be exercised by notice in writing delivered to the other party within thirty (30) days from and after the expiration of such 180-day period to cancel this Lease, said cancellation to take effect as of the delivery of such notice, and in such event this Lease and the tenancy hereby created shall cease as of the aforesaid cancellation date, the Rent to be adjusted as of the date of delivery of said notice. In no event shall Landlord be obligated to expend for any repairs, restoration or reconstruction pursuant to this Paragraph an amount in excess of the insurance proceeds recovered by it and allocable to the damage to the Premises after deduction therefrom of Landlord's reasonable expenses in obtaining such proceeds.

(b) Landlord's obligation to repair, restore or reconstruct the Premises pursuant to the provisions of this Paragraph shall be limited to the shell of the building in which the Premises are located and any improvements originally constructed in or on the Premises by Landlord or contained therein prior to the commencement of the Lease Term. Tenant, at Tenant's expense, shall perform all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with the provisions of this Lease. Landlord shall not be liable for delays occasioned by adjustment of losses with insurance carriers or by any other cause so long as Landlord shall proceed in good faith.

(c) Notwithstanding anything set forth herein to the contrary, Tenant shall be responsible for all repairs and replacements of damage and/or destruction of the Premises necessitated by burglary or attempted burglary, or any other illegal or forcible entry into the Premises, which damage and/or destruction is the direct and immediate result of an actual or attempted illegal or forcible entry into the Leased Premises.

(d) It is expressly acknowledged and agreed that any insurance procured by Landlord for fire and extended coverage shall be for the sole benefit of Landlord, and that such insurance shall not cover Tenant's personal property, trade fixtures, leasehold improvements, or equipment of whatever kind, all of which Tenant maintains on the Premises at its sole risk and expense, as provided in this Lease.

(e) If all or a substantial portion of the Premises are taken by eminent domain, this Lease shall terminate as of the date of such taking and Landlord reserves all rights to, and Tenant hereby relinquishes to Landlord all rights of recovery in, the proceeds of such taking. For purposes of this sub-paragraph, a "substantial portion" means a portion of the Premises that renders the Premises unusable by Tenant in substantially the same manner as prior to the taking. In the event of a taking of less than a substantial portion of the Premises, then this Lease shall, at Landlord's option, continue with respect to the portion of the Premises not so taken and the Rent shall thereafter be proportionately abated in accordance with the portion of the Premises that Tenant is unable to use in substantially the same manner as prior to such taking.

7. Covenants of Landlord. Landlord does hereby covenant and agree with Tenant that so long as Tenant pays the Rent when due and complies with all of Tenant's other obligations hereunder, Landlord shall:

- A. Allow Tenant to peaceably and quietly hold and enjoy the Premises for the Lease Term, subject to all provisions of this Lease.
- B. Pay all real estate taxes assessed against the Premises.
- C. Maintain existing electrical and mechanical equipment owned by Landlord and located at the Premises, except to the extent any of the foregoing are required due to the negligence or willful misconduct of Tenant. Any additional requirements for outlets or lighting will be at the Tenant's sole cost.
- D. Pay for the cost of heating during normal business hours from 8:00 a.m. to 5:00 p.m. Monday through Friday. At all other times, including weekends and holidays, the temperature may be adjusted by Landlord so as to conserve energy.
- E. Supply and pay all charges for sewer and water services supplied to the Premises for normal restroom use, provided however, that it is expressly understood and agreed that Landlord shall not be liable for any interruption of such services unless due to the gross negligence or willful misconduct of Landlord.

8. Covenants of Tenant. Tenant does hereby covenant and agree with Landlord that it will:

- A. Pay the Rent at the times and in the manner set forth in this Agreement.
- B. Keep the Premises neat and clean and, except to the extent Landlord has expressly agreed to do so hereunder, maintain the Premises in good order, condition, and repair, in a safe condition, and in compliance with all applicable laws and regulations. Tenant shall repair or replace any portion of the Premises or any of the systems serving the same which may be damaged by the negligence or willful misconduct of Tenant or anyone occupying the Premises by, through or under Tenant. Tenant shall not commit or suffer any waste in or to said Premises.
- C. Use and occupy the Premises for artist studio space and for no other purpose without Landlord's written consent, comply with all applicable laws and regulations (including the Americans with Disabilities Act and the Maine Human Rights Act) and obtain all necessary permits and licenses for its use and occupation of the Premises.
- D. Permit Landlord or its agent to enter the Premises at reasonable times to inspect the same, to make such repairs as Landlord shall deem necessary, to show the Premises to prospective tenants, purchasers, or lenders, and for all other reasonable purposes.
- E. Not enter onto the roof of the Building for any reason, or penetrate or attach any item or fixture whatsoever to or through said roof system without the prior written consent of Landlord.
- F. Not carry on any type of activity or participate in any purpose that may be injurious to the health or property of any other tenant in the Building, or produce noxious odors or cause noise levels that would disturb other tenants in their quiet enjoyment of their space or that would substantially increase the cost, or risk the cancellation, of Landlord's fire and casualty insurance on the Premises.
- G. Peaceably quit and deliver up the Premises to Landlord at the termination of the Lease in as good order and condition, reasonable wear and tear excepted, as they are on the date hereof.
- H. Maintain and periodically inspect approved fire extinguishers, emergency and exit lights in the Premises as required by the Department of Public Safety, suitably located.

- I. Will provide and be responsible for its' own pest control, janitorial services, interior window washing, carpet cleaning, and rubbish removal. This is to include the cleaning and provision of supplies for its private bathrooms, if any.
- J. Pay any and all taxes and assessments (other than real estate taxes and assessments that Landlord has agreed to pay) associated with Tenant's use of the Premises, including but not limited to personal property taxes and assessments and all federal, state and local forms of withholding and FICA taxes and assessments.
- K. Not make any alterations to the Premises without the prior written consent of Landlord. Any permitted alterations or other permitted work by Tenant shall be completed by Tenant in compliance with all applicable laws and regulations.
- L. Notify Landlord in a timely manner of the conditions giving rise to any maintenance or repairs required to be performed by Landlord hereunder, it being expressly acknowledged and agreed that Tenant, as it is in possession of the Premises, assumes responsibility for any such conditions, maintenance and repairs unless and until it notifies Landlord of the need therefor and provides Landlord with an opportunity to perform the same. In no event shall Landlord be in default hereunder unless Landlord shall have failed to perform any obligation hereunder after the expiration of thirty (30) days written notice from Tenant, provided however, that if such obligation cannot reasonably be performed within such thirty day period, then Landlord shall have such additional period of time to perform provided it commences to perform within said thirty (30) day period and diligently proceeds to complete such performance.
- M. Not allow animals other than service dogs on the Premises.
- N. At the expiration or earlier termination of this Lease, Tenant shall remove all telephone equipment and telephone and data wiring.

9. Signage. No signs, banners or other advertising materials shall be used by Tenant in, on, or about the Premises without the express written consent of Landlord. All of Tenant's signs, banners, or advertising materials shall be erected at Tenant's sole expense and in compliance with all applicable laws.

10. Indemnification. Tenant shall indemnify and hold Landlord harmless and, if requested by Landlord, defend Landlord with counsel reasonably satisfactory to Landlord, from and against any and all liabilities, losses, claims, causes of action, damages, costs, and expenses (including reasonable attorney's fees) incurred by or threatened against Landlord (i) arising out of any occurrence on the Premises or the use of the Premises by Tenant, its employees, agents, licensees, or invitees except to the extent caused by the negligence or willful misconduct of Landlord; or (ii) arising out of any omission, fault, neglect, or other misconduct of Tenant, its employees, agents, licensees, or invitees wherever occasioned; or (iii) arising out of any breach of the obligations to be performed or terms to be observed by Tenant under this Lease. Tenant agrees that the foregoing agreement to indemnify, defend, and hold harmless extends to liabilities, losses, claims, causes of action, damages, costs and expenses (including reasonable attorney's fees) arising out of claims of Tenant's employees without regard to any immunity, statutory or otherwise, including any immunity under the workers compensation laws of Maine or any other applicable jurisdiction. Tenant's obligations under this paragraph shall survive the termination of this Lease.

11. Insurance. Tenant agrees to maintain in full force during the term hereof a policy of public liability and property damage insurance, on an occurrence basis, with a deductible in an amount not to exceed \$1,000.00 under which Tenant is an insured, and Bayside I, LLC and CBRE|Boulos Asset Management are named as additional insureds, in a minimum amount of One Million Dollars (\$1,000,000.00) for injury or death to any one person or damage to property, and Two Million Dollars (\$2,000,000.00) for injury to or death of more than one person in a single accident or occurrence, together with a contractual liability endorsement covering Tenant's

indemnification obligations under this Agreement. Such policy shall contain a provision requiring that written notice be given to Landlord not less than ten (10) days prior to cancellation, expiration or alteration of the policy. Tenant agrees to deliver a duplicate original insurance policy, insurance binder (countersigned by the insurer) or Evidence of Insurance (in Form ACORD 27) for such insurance to Landlord at the beginning of the term hereof and thereafter not less than thirty (30) days prior to the expiration of any such policy.

12. Smoking Policy. Tenant hereby agrees not to permit any smoking within the Premises or the Building in which the Premises are located.

13. Intentionally omitted.

14. Default. If (a) Tenant fails to pay Rent when due, and such failure continues for ten (10) days beyond the due date; (b) within thirty (30) days after written notice from Landlord to Tenant specifying any failure by Tenant to perform any other obligation hereunder, Tenant has not cured the failure so specified; (c) any assignment shall be made by Tenant or any guarantor of this Lease for the benefit of creditors; (d) Tenant's leasehold interest shall be taken on execution; (e) a petition is filed by Tenant or any guarantor of this Lease for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Code as then in force and effect or under any other similar law; (f) an involuntary petition under any of the provisions of said Bankruptcy Code is filed against Tenant or any guarantor of this Lease and such involuntary petition is not dismissed within thirty (30) days thereafter; or (g) Tenant shall abandon the Premises (any of the foregoing occurrences being referred to in this Lease as an "Event of Default"), then, and in any of such cases, Landlord may exercise any remedies available to it hereunder or at law or equity.

15. Remedies. Upon the occurrence of any Event of Default, Landlord shall have all rights or remedies available to it at law or equity, and shall have the right to terminate this Lease by giving Tenant notice of termination. In the event of such termination, Landlord may, without further notice to Tenant and without being deemed guilty of any manner of trespass, expel Tenant and store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant. Notwithstanding any such termination, Tenant shall remain liable for payment of Rent for the period of up to the termination and for the period commencing upon such termination of this Lease, and continuing through the date scheduled herein for termination had there been no Event of Default. In the event Tenant defaults pursuant to the terms of this Lease, Tenant agrees to pay all reasonable costs, attorneys' fees, and expenses incurred by Landlord in enforcing the terms of this Lease. No consent or waiver, express or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. Landlord may, but shall not be obligated to, cure, at any time, following thirty (30) days' prior written notice to Tenant except in cases of emergency when no notice shall be required, any default by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorneys' fees, in curing a default shall be paid by Tenant to Landlord on demand.

16. Late Charges. If any installment of Rent shall not be received by Landlord within five (5) days of the due date, then, without any requirement of notice to Tenant, Tenant shall pay to Landlord a late charge of 10% of the amount past due. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Any check or instrument of payment, from Tenant to Landlord which is not honored when first presented for payment for any reason including "insufficient funds" shall bear a fee of \$50.00 payable to Landlord.

17. Estoppel Certificate. Tenant shall, at any time, execute, acknowledge, and deliver to Landlord or a party designated by Landlord, within ten (10) days of receipt, an estoppel certificate which shall contain (i) a certification that this Lease is unmodified and in full force and effect or, if modified, a statement of the nature of any such modification and a certification that this Lease, as so modified, is in full force and effect; (ii) the date to which the Rent is paid in advance, if any; and (iii) an acknowledgment that there are not, to Tenant's knowledge, any uncured events of default on the part of Landlord, or a specification of such events of default if any are claimed by Tenant. Tenant's failure to deliver such certificate within the time frame set forth above shall, at Landlord's option, be conclusive proof that this Lease is in full force and effect without modification except as may be represented by Landlord, that there are no uncured defaults in Landlord's performance of Landlord's obligations under this Lease, and that not more than one month's Rent has been paid in advance.

18. Hazardous Waste. Tenant covenants and agrees that it will permit no hazardous or toxic waste, substance, material or matter, as those terms may be defined from time to time by applicable state, local or federal law, to be brought, used, maintained or stored upon the Premises in violation of any law or regulation. Tenant hereby covenants and agrees to protect, exonerate, defend, indemnify, and save Landlord harmless from and against any and all losses, liabilities, claims, causes of action, costs, and expenses, including reasonable attorney's fees, court costs and clean-up costs, and including but not limited to, such loss, damage, cost, expense or liability based on personal injury, death, loss or damage to property suffered or incurred by any person which may arise out of the removal or clean-up of any such waste, substance, material, or matter placed upon or within the Premises by Tenant or anyone claiming by, through or under Tenant, whether or not in violation of law, or as the result of a breach by Tenant of Tenant's obligations under this Paragraph and the obligations contained in this sentence shall survive the termination of the Lease.

19. Subordination. This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Building in which the Premises are located and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the Rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor shall elect to have this Lease made prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior to or subsequent to the date of said mortgage, deed of trust, or ground lease or the date of recording thereof. Tenant agrees to execute any documents required to effectuate an attornment or a subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute an Event of Default by Tenant.

20. Limitation of Liability. Notwithstanding anything herein to the contrary, Tenant agrees that all trade fixtures, equipment, and other personal property of whatever kind or by whomever owned that may be at any time located in or on the Premises shall be at Tenant's sole risk or at the risk of those claiming by, through or under Tenant, and that Landlord shall not be liable for any damage to or loss of such trade fixtures, equipment, or other personal property, including, without limitation, any damage or loss caused by negligence of Landlord or by theft, fire, water, explosion, sewer backup or any other insurable hazards, regardless of the cause thereof and Tenant does hereby expressly release Landlord of and from any and all liability for such damages or loss. Notwithstanding anything herein to the contrary, Landlord shall not be liable for any damage or loss resulting from business interruption at the Premises arising out of or incident to the occurrence

of any of the perils which can be covered by a policy of business interruption insurance (regardless of whether Tenant actually procures such insurance and regardless of the negligence of Landlord) and Tenant does hereby expressly release Landlord of and from any and all liability for such damages or loss. In no event shall Landlord be liable for incidental, consequential, or punitive damages. Without in any way limiting or impairing the effect of the other provisions of this paragraph, it is hereby agreed that Tenant shall neither assert nor seek to enforce any claim arising out of this Lease or out of the use or occupancy of the Premises, the Building, or other property of Landlord against Landlord, its officers, directors, or stockholders or any of its or their assets other than Landlord's interest in the Building and Landlord's insurance coverage thereon and Tenant agrees to look solely to such interest and insurance coverage for the satisfaction of any liability of, or judgment against, Landlord, its officers, directors, or stockholders pursuant to any such claim.

21. Notices. Any notices required or permitted hereunder shall be in writing and shall be either hand delivered or sent certified mail, return receipt requested, addressed to the parties as stated in the first paragraph hereof or at such other address as a party may specify by written notice and any notice to Landlord shall also be sent to Bayside I, LLC c/o CBRE|Boulos Asset Management, One Canal Plaza, Suite 500, Portland, ME 04101.

22. Holding Over. The failure of Tenant to surrender the Premises at the expiration or earlier termination of the Lease Term and the subsequent holding over by Tenant, with or without the consent of Landlord, shall result in the creation of a tenancy-at-will at a monthly rental equal to 150% of the monthly rental payments in effect hereunder immediately before such expiration or termination, payable on the first day of any month during all or a portion of which Tenant holds over. This provision does not give Tenant any right to hold over at the expiration of the term of this Lease Agreement. Payment or acceptance of rental payments under this provision shall be without prejudice to Landlord's right to prove and collect damages for Tenant's wrongfully holding over or otherwise constitutes a waiver of Landlord's rights with respect thereto. All other terms and conditions of this Lease (other than the Lease Term) shall remain in force during any tenancy-at-will that may be created by Tenant's holding over.

23. Force Majeure. In any case where Landlord is required to perform any act pursuant to this Lease, the time for the performance thereof shall be extended by a period of time equal to the period of any delay caused by or resulting from an act of God, war, civil commotion or caused by or resulting from fire or other casualty, labor difficulties, shortages of energy, labor, materials, or equipment, government regulations, or other causes beyond Landlord's control, whether such period be designated by a fixed date, a fixed time, or as a reasonable date or time.

24. Brokers. Landlord has entered into a separate brokerage commission agreement with CBRE|The Boulos Company. Tenant represents that Tenant has not had any dealings with any brokers or agents in connection with the negotiations of this Lease. Each party warrants and represents to the other that no brokerage commission is due to any person, firm, or entity with respect to this Lease except as set forth above and each party agrees to indemnify and hold the other party harmless with respect to any judgment, damages, legal fees, court costs, and any and all liabilities of any nature whatsoever arising from a breach of said representation.

25. Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws in effect in the State of Maine as those laws may be amended from time to time and without regard or reference to conflicts of law principles.

26. Interpretation. Whenever in this Lease provision is made for the doing of any act by any party, it is understood and agreed that said act shall be done by such party at its own cost and expense, unless a contrary intent is expressed. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held

to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

27. Entire Agreement; Binding Effect. All negotiations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant. All rights, obligations and liabilities contained herein given to, or imposed upon, Landlord and Tenant shall extend to and bind the several respective administrators, trustees, receivers, legal representatives, successors, heirs and permitted assigns of Landlord and Tenant, and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

28. Waiver of Jury Trial. Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Lease. This waiver is knowingly, intentionally, and voluntarily made by Tenant and Tenant acknowledges that neither Landlord nor any person acting on behalf of Landlord has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. Tenant acknowledges that it has been represented (or has had the opportunity to be represented) in the signing of this Lease and in the making of this waiver by independent legal counsel, selected of its own free will, and that it has had the opportunity to discuss this waiver with counsel. Tenant further acknowledges that it has read this waiver and understands its ramifications.

29. Authority. If Tenant is other than a natural person, the individual signing this document hereby represents and warrants to Landlord that (i) Tenant is duly organized under the laws of the State of Maine or, if other than the State of Maine, then under the laws of the state of its organization and, in such case, is also qualified to do business in Maine; and (ii) the Tenant has taken all action necessary to enter into this Lease; and (iii) the individual signing this document is duly authorized to do so on behalf of Tenant.

30. Parking. Landlord reserves the right to implement any system of parking control that it deems necessary for the purpose of monitoring and policing the common parking, including designating some or all parking spaces to tenants, at which time Tenant shall be allocated 3 of such parking spaces or parking cards. Tenant shall have the right to additional parking after normal business hours and on the weekend in common with others, so long as said parking does not impede the Landlord's ability to remove snow from the parking lots or interfere with existing tenants designate parking.

31. Landlord's Work. Landlord shall at its sole cost and expense complete the following:

- i) Replace stained and damaged Premises ceiling tiles
- ii) Clean window tracks and replace three window balancers

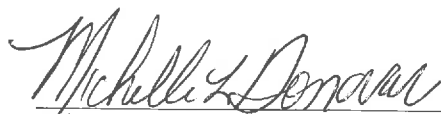
32. Tenant's Work. Tenant shall at its sole cost and expense complete the work as described on Exhibit B attached hereto and incorporated herein. All work is to be done in accordance with all local, state, and federal codes and ordinances and all of Tenant's contractors must agree to waive lien rights against Landlord and sign the Mechanics Lien Waiver form attached hereto as Exhibit C prior to commencing any work at the Premises. All work is to be done in a manner satisfactory to the Landlord.

Any and all additional modifications to the Premises and or Building by Tenant or Tenant's agent shall be submitted to Landlord for its approval prior to the commencement of work. Tenant agrees that all work shall be completed in compliance with all applicable federal, state and municipal building codes and ordinances and all of Tenant's contractors must provide a Certificate

of Insurance naming Landlord and CBRE|Boulos Asset Management as additional insured and agree to waive lien rights against Landlord and sign the Mechanics Lien Waiver form attached hereto as Exhibit C prior to commencing any work at the Premises. Tenant shall be responsible for the cost of Tenant's work.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date first written above.

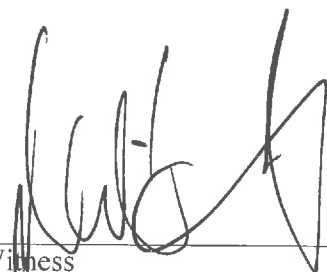
LANDLORD:
BAYSIDE I, LLC
By: CBRE|Boulos Asset Management, as
Authorized Representative



Witness



By: Amy R. Booth
Its: Senior Vice President | Partner



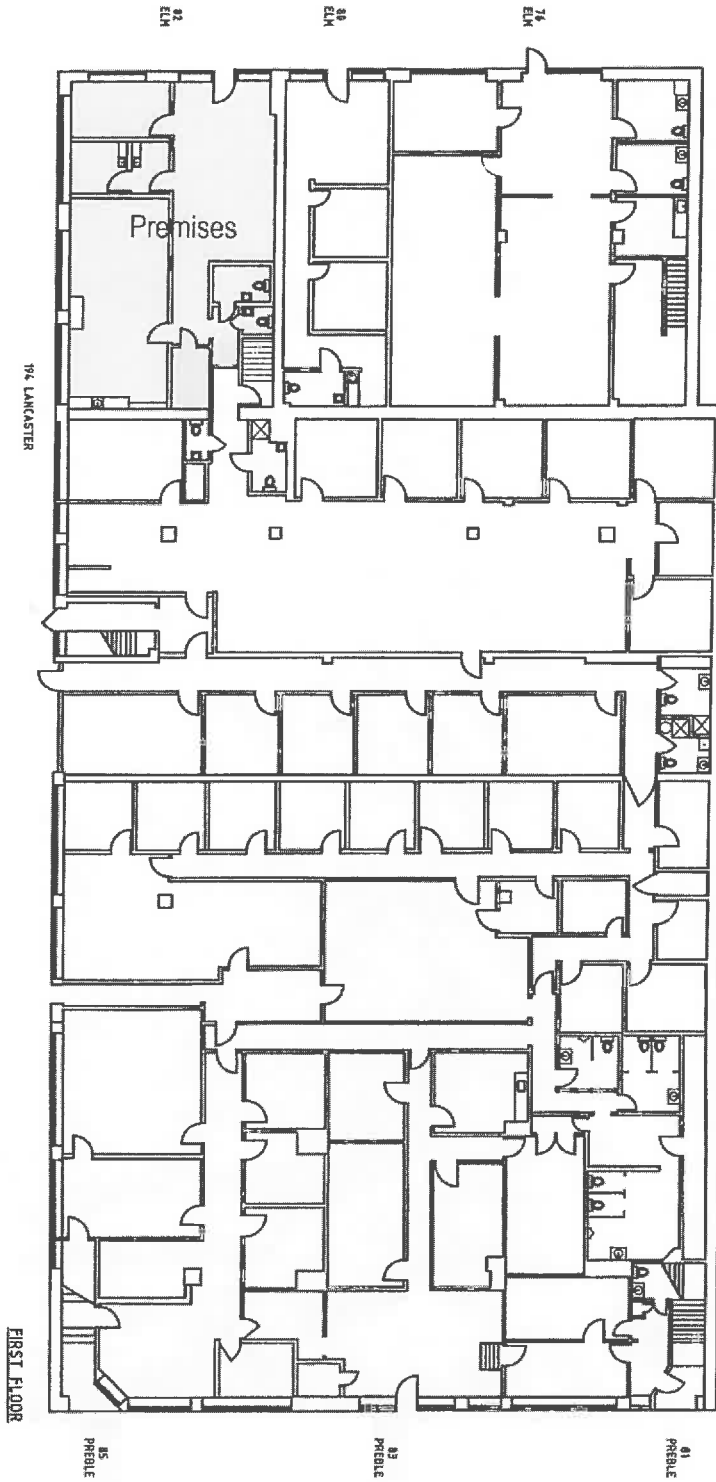
Witness

TENANT:
Adria Moynihan Rusk
d/b/a Still Life Studio



By: Adria Moynihan Rusk

EXHIBIT A
Premises



Not to Scale

EXHIBIT B
Tenant's Work

Tenant shall conduct the following improvements to the Premises:

1. Remove walls in accordance with the plan below
2. Build out a small studio in accordance with the plan below
3. Remove door in accordance with the plan below
4. Remove toilet in the one of the bathrooms which will be used as a small kitchenette by Tenant
5. Remove cabinets in current kitchenette and replace sink with slop sink and no cabinets
6. Replace flooring throughout which may include exposing, refinishing, and painting concrete floors, depending on condition
7. Install track lighting
8. Paint space throughout

END OF SPEC

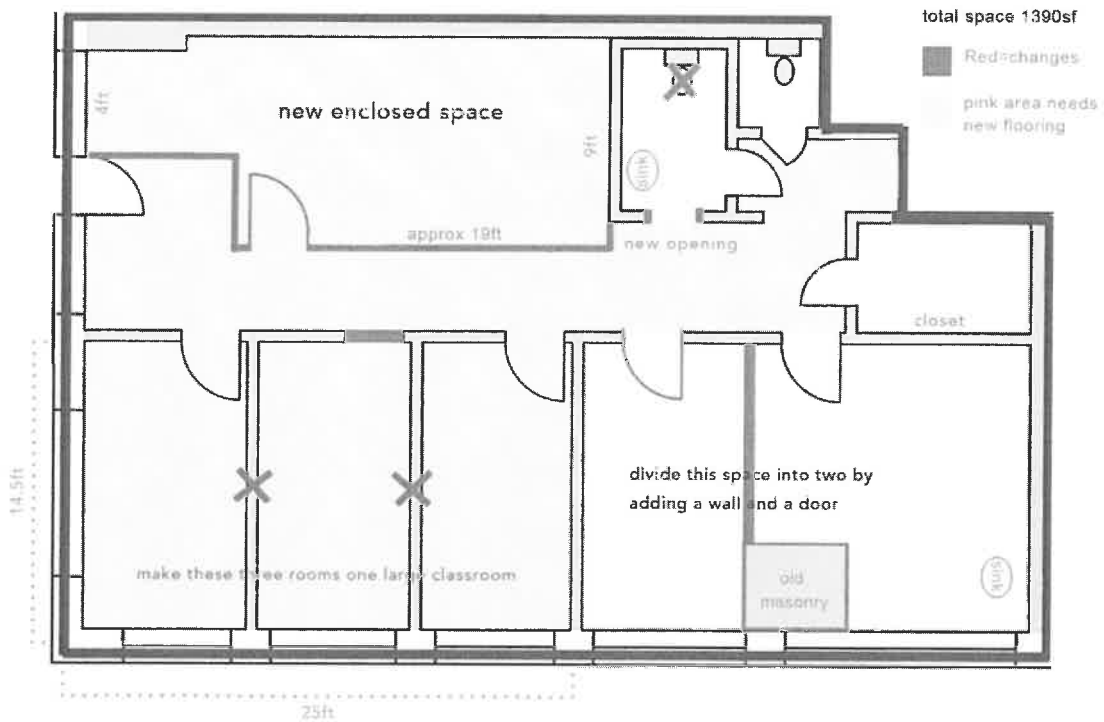


EXHIBIT C

MECHANICS LIEN WAIVER

The undersigned do hereby acknowledge that any consent given by **Bayside I, LLC** to its tenant (Adria Moynihan Rusk d/b/a Still Life Studio) for leasehold improvements to space located at 82 Elm Street in Portland, Maine is limited to purposes stated in the Lease and does not represent or constitute an undertaking on behalf of the **Bayside I, LLC**, to request, contract for, to pay for, to guarantee payment on, or in any other way become responsible for the costs of improvements performed.

The undersigned does hereby waive any and all lien rights and agree not to file mechanic's liens or to take any action against **Bayside I, LLC** for the cost of said improvements.

Dated: _____, 2017.

CONTRACTOR:

Company Name:

By:

Printed Name:

Its:

TENANT:
ADRIA MOYNIHAN RUSK
d/b/a Still Life Studio

By: Adria M. Rusk