

COMMERCIAL LEASE (NET LEASE)

1. PARTIES 24 PREBLE STREET PROPERTIES, LLC, a Maine Limited Liability Company with a mailing address of 31 Concord Street, Portland, Maine 04103 ("LANDLORD"), hereby leases to Shift Portland, LLC with a mailing address of 83 MARKET ST ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises. PORTLAND, ME 04101

2. PREMISES The Premises are Unit 2, the second floor unit and are deemed to contain 3,960 square feet of building space and are as shown on Exhibit A attached hereto. The Premises are located at 24 Preble Street, Portland, Maine, together with the right to use, in common with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. TENANT acknowledges that: a) LANDLORD has made no representations and TENANT is not relying on any representations about the leased premises, their suitability for any particular use and/or the physical condition thereof; and b) that TENANT has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof.

3. TERM The term of this Lease shall be for THREE (3) years unless sooner terminated as herein provided, commencing April 1, 2017 and ending March 31, 2020.

4. RENT TENANT shall pay to LANDLORD the following base rent, which rent shall commence October 1, 2017:

<u>Months</u>	<u>Rent per Sq. Ft.</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1-6	\$6.00	\$0	\$0
7-12	\$6.00	\$11,880	\$1,980
13-24	\$6.18	\$24,480	\$2,040
25-36	\$6.37	\$25,224	\$2,102

payable in advance in equal monthly installments on the 1st day of each month during the term of this Lease without deduction or setoff, 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: 31 Concord Street, Portland, Maine, 04103. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges within 10 days of the due date pursuant to the term 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 five percent (5%) of the amount due LANDLORD each month in addition to the rent then due.

5. RENEWAL OPTION So long as TENANT is not then in default of this Lease and has not defaulted more than once per year during the initial lease term and any and all subsequent option periods, TENANT shall have the option to renew this Lease for ONE (1) term of THREE (3) years. 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 nine (9) 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 increase to \$9.00 square foot, with base rent increasing at a rate of three (3%) each year over the immediate preceding rent year.

<u>Months</u>	<u>Rent per Sq. Ft.</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
37-48	\$9.00	\$35,640	\$2,970
49-60	\$9.27	\$36,720	\$3,060
60-72	\$9.55	\$37,824	\$3,152

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 Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of one thousand nine hundred eighty Dollars (\$1,980), 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. TENANT shall immediately replenish the Security Deposit at any time it is applied or used by LANDLORD for the purpose of remedying a TENANT default.

7. RENT ADJUSTMENT TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, twenty-five percent (25%) of all real estate taxes 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 excess real estate tax, a proportionate share of such abatement, less the actual fees and costs incurred in obtaining the same, if any, shall be refunded to TENANT.

A. TAX

B. OPERATING COSTS TENANT shall pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, twenty-five percent (25%) of all operating expenses incurred during the calendar year. 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, water and sewer, storm-water service fee, 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 for common area cleaning and janitorial services; (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, improvement and replacements (excluding any and all capital repairs as defined by Generally Accepted Accounting Principles) 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, with TENANT responsible for said services at TENANT'S sole cost as is customary in similar buildings in said City; (vi) all costs of maintaining, servicing, monitoring and operating the fire alarm system, including the required telephone line; (vii) all other costs of the management of the building, including, without limitation property management fees; and (viii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. TENANT'S share of operating expenses shall be prorated should this Lease be in effect with respect to only a portion of any