CITY OF PORTLAND, MAINE RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 10/20/17

FIFTH AMENDMENT TO LEASE

This Fifth Amendment is made, as of the 20th day of August, 2016 to the Lease dated March 30, 2012, the First Amendment to the lease dated March 25, 2013, the Second Amendment to the lease dated March 14, 2015, the Third Amendment to the lease dated July 1, 2015 and the Fourth Amendment to the lease dated July 6, 2016 (collectively, the "Lease") by and between COWCATCHER LLC (the "Landlord") and SOUTHERN MAINE ELECTROLYSIS LLC (the "Tenant"), for space at 222 St. John Street, Portland, Maine.

The Lease is amended as follows:

1. Tenant's Space. Tenant currently occupies Suite 215, at 222 St John Street, Portland, Maine, deemed to contain 366 gross square feet. Tenant hereby agrees to add Suite 218 to the Leased Premises, deemed to contain 352 gross square feet.

2. Leased Premises. The Leased Premises shall now include Suites 215 and 218 at 222 St John Street, Portland, Maine, deemed collectively to contain 718 gross square feet.

3. Lease Term. The Lease shall be for Two (2) years.

4. Commencement Date. The Commencement Date of this Fifth Amendment to Lease shall be September 1, 2016 and unless otherwise terminated per the terms of the Lease, terminating August 31, 2018.

5. Total Base Rent. On or before the Commencement Date and continuing thereafter on or before the first (1st) day of each month during the Term, Tenant shall pay to Landlord in advance monthly payments of base rent ("Base Rent") in the following amounts:

Period	Monthly Rent
09/01/2016-08/31/2017	$ 930.41
09/01/2017-08/31/2018	$ 930.41 plus applicable CPI increases.

Commencing on September 1, 2017 the annual Base Rent payable by Tenant hereunder shall be calculated by increasing the Base Rent of the prior year by the percentage increase in the Consumer Price Index, all Urban Consumers (CPI-U) for the regional area that includes Boston as reported by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) over the most recent twelve (12) month period for which data is available, but in no event shall a subsequent year Base Rent be lower than the Base Rent of the prior year

6. Electricity. Tenant agrees to pay $50.00 for electricity per month during the term of the Agreement.

7. Early Termination. Notwithstanding any other term of the Lease or Addendum to Lease, Landlord shall have the sole right to terminate the Lease for any reason provided Landlord gives to Tenant written notice six (6) months in advance of the intended termination date.