Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 01/05/18

COMMERCIAL LEASE
(Gross Modified)

THIS LEASE, dated the 31 day of September, 2017 by and between **184 ANDERSON, LLC**, a Maine limited liabiltiy company having a mailing address of PO Box 4711, Portland, Maine 04112 (the "Landlord") and OCB Design LLC, a Maine woodworking having a mailing address of 42 Westminster Ave, Portland, Maine 04103 (the "Tenant").

WHEREAS, the Landlord agrees to lease to Tenant a portion of the land and buildings located at 200 Anderson Street in Portland, Maine, as further described herein, and Tenant agrees to lease from Landlord said portion of the land and buildings located at 200 Anderson Street in Portland, Maine, all subject to the terms and conditions hereof;

NOW THEREFORE, in consideration of the following mutual promises and covenants, the Landlord and Tenant agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, Unit No. 5 (the "Leased Premises") within the building located at 200 Anderson Street in Portland, Maine (the "Building") together with the right in common with others to use the common entrances, hallways, and bathrooms located within the Building. The Leased Premises are deemed to contain approximately 1780 square feet and are accepted in "as is" condition. 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.

2. Term.

(a) The initial term of this Lease shall be for a period of 5 (five) years commencing on 10/1/2017 (the "Commencement Date") and terminating on 9/31/2022 (the "Termination Date"). Rent for any partial month of occupancy shall be prorated.

(b) Landlord hereby grants Tenant the right and option to extend this Lease for an additional 5 (five) year term, commencing on the day following the last day of the preceding term. Written notice of Tenant's exercise of the option must be given to Landlord at least one hundred eighty (180) days prior to the expiration of the preceding term, providing that Tenant is not then in default. If Tenant does not give the written notice of exercise of the option the term of this Lease shall expire at the expiration of the original term. If Tenant gives the written notice of exercise of the option and if Tenant is not in default hereunder, the term of this Lease shall be extended for an additional five year (____) period. Except as expressly otherwise provided in this Lease or as amended in writing by Landlord and Tenant, all the agreements and conditions contained in this Lease shall apply to the additional term. Base Rent for the renewal term shall be as set forth in Paragraph 5(a) below.

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3. Pre-Term Occupancy And Possession. Tenant, Tenant's contractors, agents a employees shall have the right, without payment of rent or other charge, after the execution of this Lease and prior to the Commencement Date, to enter the Leased Premises to inspect the same and to make such additions and leasehold improvements thereto as it shall have the right to make and install fixtures, furniture, supplies and other property necessary to open Tenant's business. Prior to the Commencement Date while Tenant may be making improvements to the Additional Space or installing fixtures, furniture, supplies and equipment, Tenant, Tenant's contractors and agents shall be in the Additional Space at their own risk.

4. Tenant's Work. Except as set forth in Exhibit A, Tenant shall not make any major alterations or additions to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant agrees that its work will commence only after receipt of any and all required permits and approvals, that such work and its obtaining of permits and approvals therefor will be promptly prosecuted to completion in good faith, and that such work as well as compliance with applicable safety and environmental laws will be done at Tenant's own cost and expense. All of Tenant's leasehold improvements other than trade fixtures, furniture and equipment which cannot be removed from the Premises without damaging the Premises shall become Landlord's property at the expiration of the term of this Lease or the renewal term, as the case may be. Tenant shall obtain a policy of general public liability insurance (as set forth in Paragraph 15(i) below) during the time Tenant is performing its improvements, naming Landlord as a named insured. All of Tenant's contractors shall provide liability insurance and workers compensation insurance as applicable. Tenant agrees to hold Landlord harmless and defend Landlord with counsel of Landlord's choice for all damages, demands, claims, liens or judgments arising from the negligence of Tenant, its contractors, employees and agents or the non-payment by Tenant of any of its contractors or agents. Tenant agrees to discharge or bond off any mechanics liens filed by any of Tenant's contractors within twenty (20) days after written notice.

5. Rent.

(a) The Tenant shall pay to the Landlord as Base Rent, in legal tender to the Landlord at the address set forth above, or as directed from time to time by Landlord's notice, as follows:

Rent Period	Annual Rent	Monthly Rent
Initial Term:		$1268
Optional Renewal Term:		

Rent is payable in equal monthly payments in advance promptly on the first day of every calendar month of the term. Said rent shall be paid without demand, the same being hereby waived, and shall be paid without any set-off or deduction whatsoever. A penalty of twenty ($20.00) dollars per day will be charged retroactive to the first day of the month for rents not paid by the Fifth (5th) day of the calendar month. This is gross modified lease. Except as provided in

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paragraph 6, no additional rent shall be charged for real estate taxes, insurance or operating expenses.

6. Additional Rent.

(a) Tenant shall pay, as additional rent, payable and subject to the penalty in the same manner as set forth above, any electrical, water and sewer charges to the extent that they are not metered and directly billed to Tenant. Landlord shall have the right to separately meter the Premises for electrical, water and sewer at Landlord's sole expense and to submit monthly bills to Tenant for Tenant's electrical, water and sewer use. Tenant shall pay to Landlord the charges set out in the bills within ten (10) days of the receipt. Tenant shall pay for all computer, phone and fax, installation and wiring costs and all costs associated with removing such wiring at the expiration or earlier termination of this Lease. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the Premises.

(b) The annual Base Rent and the Additional Rent as set forth and described in Paragraph 5 and this Paragraph, are collectively hereinafter called the "Rent".

7. Utilities. Tenant shall pay, as they become due, all bills for utilities furnished to the Leased Premises that are metered and directly billed to Tenant and all charges for telephone and other communication systems used at and supplied to the Leased Premises. Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Leased Premises as of the Commencement Date of this Lease. In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be Tenant's sole obligation, provided that such installation shall be subject to the written consent of Landlord, which consent shall not be unreasonably withheld or delayed. To the extent that they are seperately metered and billded directly to the Tenant, Landlord is hereby authorized to request and obtain, on behalf of Tenant, Tenant's consumption data from the applicable utility provider.

Landlord agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the Building (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks) so as to maintain the Leased Premises and common areas of the Building at comfortable levels during normal business hours on regular business days of the heating and air condition seasons of each year, to furnish elevator service, if installed as a part of the structure of the Building, and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar building in said City, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources form which they are usually obtained for said building, or to any cause beyond Landlord's control.

8. Security Deposit. Upon full execution of this Lease, Tenant shall pay to Landlord the amount of zero (\$0), which shall be held by Landlord as a security deposit for Tenant's performance as herein provided in a non-interest bearing account during the term of the Lease and refunded to Tenant at the end of the term of this Lease subject to Tenant's satisfactory

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compliance with the terms and conditions hereof. The security deposit will be returned to Tena within sixty (60) days of the expiration of this Lease, less any damages to which Landlord may be entitled.

Landlord shall have the right to apply any part of the security deposit to the curing of any default that may exist during the term of this Lease without prejudice to any other remedy which Landlord may have on account thereof. If Landlord uses any of such security deposit to fulfill obligations of the Tenant hereunder, the Tenant will deposit sufficient monies so that said security deposit will be at all times equal the amount of zero ($0). Under no circumstances shall the security deposit be applied by Tenant to satisfy any past due rental payments or be used as the last month's rent.

9. Services.

(a) Landlord shall provide the following services:

(1) Landlord shall maintain and repair the roof, exterior walls, structure, heating, plumbing and electrical systems which serve the common areas, if any, and common areas and common facilities of the Building as necessary to maintain them in good order and condition; provided, however, that any such maintenance or repairs made necessary by fault or neglect of Tenant or the employees and visitors of the Tenant shall be at the expense of Tenant and Tenant shall pay all costs thereof.

(2) It is understood that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption, Tenant acknowledging that any one or more such services may be suspended by reason of accident or of repairs, alterations or improvements necessary to be made, trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said Building, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of Landlord. Any such interruption or discontinuance of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages by abatement of rent or otherwise, or relieve Tenant from performance of Tenant's obligations under this Lease; Tenant shall give to Landlord immediate written notice of any damage to, or defective condition in any part or appurtenance of the Building's plumbing, electrical, heating, air conditioning or other systems serving, located in, or passing through the Premises.

10. Quiet Enjoyment. So long as Tenant shall observe and perform the covenants and agreements binding on it hereunder, Tenant shall at all times during the term herein granted peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through the Landlord. Tenant acknowledges that Landlord's other tenants are entitled to the same covenant of quiet enjoyment.

11. Use. Tenant agrees to use the Premises for the purpose of a woodworking. Tenant acknowledges that no trade or occupation shall be conducted in

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the Premises or use made thereof that would be unlawful, improper, noisy, or offensive, or contrary to any law or any municipal by-law or ordinance in the municipality in which the Premises are situated.

12. <u>Certain Rights Reserved To The Landlord.</u> The Landlord reserves the following rights:

(a) To install and maintain a sign or signs on the exterior or interior of the Building.

(b) To reasonably designate, restrict and control all sources from which Tenant may obtain maintenance services for the Premises and any service in or to the Building and its tenants.

(c) During the last ninety (90) days of the term, if during or prior to that time the Tenant vacates the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy, without affecting Tenant's obligation to pay rental for the Premises.

(d) To retain and use in appropriate instances keys to all doors within and into the Premises and to change the locks to the Premises if Landlord deems it advisable. No lock shall be changed by Tenant without the prior written consent of Landlord.

(e) On reasonable prior notice to Tenant, to exhibit the Premises to prospective tenants during the last six (6) months of the term, and to any prospective purchaser, mortgagee, or assignee of any mortgage on the Building and to others having a legitimate interest at any time during the term.

(f) To enter upon the Premises and exercise any and all of Landlord's rights without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable to Tenant except for Landlord’s negligence resulting in damage or loss to Tenant’s personal property.

13. <u>Estoppel Certificate By Tenant.</u> The Tenant agrees that from time to time upon not less than ten (10) days prior request by the Landlord, the Tenant will deliver to the Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications), (b) the dates to which the Rent and other charges have been paid, and (c) that, so far as the person making the certificate knows, the Landlord is not in default under any provision of this Lease, and, if the Landlord is in default, specifying each such default of which the person making the certificate may have knowledge, it being understood that any such statement so delivered may be relied upon by any landlord under any ground or underlying lease, or any prospective purchaser, mortgagee, or any assignee of any mortgage on the Building.

14. <u>Tenant Covenants.</u> Tenant acknowledges by entry thereupon that the 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:

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(a) To pay, when due, all rent and other charges set forth herein; all charges for electricity, telephone, water and sewer and other communication systems used at, and supplied to, the Premises, and other utilities; and to provide all lamping (lamps, ballasts and bulbs), if any, after initial installation.

(b) To keep said Premises neat, clean, and presentable, and in as good order, repair and condition as the same are in at the commencement of said term, or as thereafter improved, damage by fire or unavoidable casualty and reasonable use and wear excepted. Tenant shall provide and be responsible for all cleaning and janitorial services for the Leased Premises. At the termination of this Lease, Tenant shall peaceably yield up said Premises and all additions, alterations and improvements thereto in such good order, repair and condition. In addition, Tenant shall leave the Premises "broom clean" and neat. Tenant shall replace, at its expense, any and all plate glass or other glass windows damaged or broken from any cause whatsoever in and about the Premises. All alterations, improvements or additions, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises shall become Landlord's property upon termination of this Lease and shall remain upon the Premises at the termination of this Lease without compensation to Tenant (excepting only Tenant's movable office furniture, trade fixtures, office and professional equipment) provided, however, that Landlord shall have the right to require Tenant, at Tenant's cost, to remove such alterations, improvements or additions, to which Landlord has not consented, upon the termination of this Lease and to repair any damage to the Premises resulting therefrom.

(c) Not to injure or deface said Premises or Building; not to permit on said Premises any auction sale, chemicals, provided that the use of such chemicals shall comply with all applicable laws and regulations and that Tenant shall be solely responsible for same including the disposal thereof, nuisance, objectionable noise or odor; not to permit the use of said 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.

(d) Not to 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.

(e) With the exception of the installation of any signs specifically approved by Landlord, not to make any alterations or additions, nor to permit the making of any holes in any part of the exterior of the Building, except in or upon portions of the Premises installed by Tenant, nor to paint or place any awnings, aerials or flagpoles or the like which are visible from the exterior of the Building. Tenant may install signs at its expense only with Landlord's approval which shall not be unreasonably withheld. Any signs installed by Tenant shall satisfy all of the requirements of all local zoning ordinances.

(f) To keep noise and music and other sounds emanating from the Premises to reasonable levels so as not to disturb other tenants within the Building; and not to permit any nuisance within the Premises or the Building.

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(g) Not to place a load upon any floor of the Premises in excess of 50 pounds live load per square foot or in violation of what is allowed by law.

(h) With respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which Tenant, its agents or employees, may use, handle, store or generate in the conduct of its business at the Leased Premises, Tenant will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that Tenant will in no event permit or cause any disposal of Hazardous Materials in, on or about the Leased Premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that Tenant will, with advance notice, and at all reasonable times permit Landlord or its agents or employees to enter the Leased Premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from Landlord copies of all records which Tenant may be obligated by federal, state or local law to obtain and keep; (iv) that upon termination of this Lease, Tenant will at its expense, remove all Hazardous Materials from the Leased Premises which came to exist on, in or under the Leased Premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (v) Tenant further agrees to deliver the Leased Premises to Landlord at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the Leased Premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.

(i) That the Landlord may enter the Premises to install, maintain, use, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures in said Premises to serve said Premises and to serve other parts of said Building, provided, however, that this covenant shall in no way affect the Landlord's and Tenant's responsibilities as set forth herein.

(j) With counsel first approved by Landlord, to defend, save harmless and indemnify Landlord from any injury, loss, claim or damage to any person or property while on or about the Premises, except to the extent it is the result of the negligence of Landlord, its employees, agents and contractors, and to any persons or property anywhere occasioned by an omission, neglect or default of Tenant or of employees, agents, contractors or visitors of Tenant. This covenant shall survive the termination or expiration of this Lease.

(k) To keep in full force and effect a policy of comprehensive liability and contents insurance covering the Premises. The minimum policy coverage shall: (i) contain limits of liability not less than $1,000,000 per occurrence for commercial general liability and $300,000 for damage to property; (ii) be with such insurance company or companies as the Landlord may reasonably approve; (iii) contain a provision requiring that written notice be given to Landlord not less than ten (10) days prior to the cancellation, expiration or alteration of the policy; and (iv) name Landlord and Tenant as insured, as their interests appear. Tenant agrees to deliver

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certificates of such insurance to Landlord at the beginning of the term of this Lease and thereaf not less than ten (10) days prior to the expiration of any such policy.

(l) To hold all property of Tenant, including fixtures, furniture, equipment and the like of the Tenant, or of any other owner situated at the Premises, at Tenant's own risk, and to pay when due all taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned or placed in, upon or about said Premises by Tenant.

(m) To permit Landlord or its agents to examine the Premises at reasonable times and, if Landlord shall so elect, to make any repairs or additions Landlord may deem necessary and, at Tenant's expense to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing.

(n) To insure Landlord and Tenant, as their interests appear, against loss of Tenant's property at the Premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the Landlord shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. Tenant agrees to deliver certificates of such insurance to Landlord at the beginning of the term of this Lease and thereafter not less than ten (10) days prior to the expiration of any such policy.

(o) To pay Landlord's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of this Lease which has not been complied with.

(p) Not to permit any employee of Tenant to violate any covenant or obligation of Tenant hereunder.

(q) Not to 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.

(r) To keep the Premises equipped with all safety appliances required by law or any public authority because of the use made by the Tenant of the Premises.

(s) To keep all garbage and refuse resulting from the operation of the premises stored in appropriate containers within the premises such that odors do not cause an annoyance to other tenants or neighbors and such that the containers do not block required passageways.

(t) That the rights and remedies to which the Landlord may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any other rights or remedies to which the Landlord may be properly entitled in case of any breach or threatened breach by Tenant of any portion of this Lease. In addition to the other remedies in this Lease

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provided, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease.

(u) In case Landlord shall, without any default on its part, be made a party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, to pay, as additional rent, all costs including, without implied limitation, reasonable counsel fees incurred by or imposed upon Landlord in connection with such litigation.

15. Holding Over. If Tenant retains possession of the Premises or any part thereof after the termination of the term, Tenant shall pay Landlord Rent at double the aggregate monthly rate specified in Paragraphs 5 and 6 hereof for the time Tenant thus remains in possession and, in addition thereto, shall pay Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this Paragraph do not exclude the Landlord's rights of reentry or any other right hereunder.

16. Assignment and Subletting.

(a) Tenant shall not, without Landlord's prior written consent: (l) assign, convey, mortgage, pledge, encumber or otherwise transfer (whether voluntarily or otherwise) this Lease or any interest under it; (2) allow any transfer thereof or any lien upon the Tenant's interest by operation of law; (3) sublet the Premises or any part thereof, or (4) permit the use or occupancy of the Premises or any part thereof by any one other than the Tenant.

(b) Any sale or transfer after the date hereof, whether to one or more persons or entities and whether at one or more different times, of a total of more than fifty (50%) percent of the shares of capital stock of any corporation which is then the legal tenant under this Lease shall be deemed an assignment of this Lease within the meaning of this Paragraph.

(c) Tenant agrees to pay to Landlord, on demand, reasonable costs incurred by Landlord in connection with any request by Tenant for Landlord to consent to any assignment or subletting by Tenant.

(d) If, with the consent of the Landlord, this Lease is assigned or if the Premises or any part thereof is sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of Tenant's covenants contained in this Lease or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from further performance by Tenant of covenants on the part of Tenant herein contained. Tenant further agrees that it shall not be released from its obligations under this Lease by any extensions of time or other indulgences granted by Landlord to any assignee or sublessee or by failure of Tenant to receive notice thereof, and hereby waives all suretyship defenses.

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(e) If for any assignment or sublease Tenant receives rent or other consideration, either initially or over the term of the assignment or sublease, in excess of the rent called for hereunder, or in case of sublease of part, in excess of such rent fairly allocable to the part, after appropriate adjustments to assure that all other payments called for hereunder are appropriately taken into account, Tenant shall pay to Landlord as additional rent thereunder 50% of the excess of each such payment of rent or other consideration received by Tenant promptly after its receipt.

17. Subordination. Tenant agrees that this lease is and shall remain subordinate to any mortgage placed upon the Premises by Landlord. Tenant agrees at the request of Landlord to execute, from time to time, one or more agreements acknowledging the subordination of this Lease to any mortgage placed upon the Premises by Landlord and, if required by the mortgagee, to agree not to prepay rent more than one (1) months in advance, to provide said mortgagee with notice of and reasonable opportunity to cure any defaults by Landlord and not to amend, modify or cancel this Lease without mortgagee's written consent, provided that the holder of such mortgage enters into an agreement with Tenant by the terms of which such holder agrees not to disturb the Tenant in its possession of the Premises so long as Tenant continues to perform its obligations hereunder and is not in default, and in the event of acquisition of title by said holder through foreclosure proceedings or otherwise, to accept Tenant as Tenant of the Premises under the terms and conditions of this Lease, and Tenant agrees to recognize such holder or any other person acquiring title to the Premises as having the rights of the Landlord and to attorn to said holder or other person if requested. Tenant and Landlord agree to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions.

18. Casualty Damage and Eminent Domain. If the Premises, the Building, or any substantial part of either, shall be taken by any exercise of the right of eminent domain or shall be destroyed or damaged by fire or unavoidable casualty or by action of any public or other authority, or shall suffer any direct consequential damage for which Landlord and Tenant, or either of them, shall be entitled to compensation by reason of anything done in pursuance of any public or other authority during this Lease or any extension thereof, then this Lease shall terminate at the election of Landlord which election may be made whether or not Landlord's entire interest has been divested; and if Landlord shall not so elect, then in case of such taking, destruction or damage rendering the Premises unfit for use and occupation, Landlord shall, within a reasonable time commensurate with the nature and extent of the injury, cause the Premises to be put in proper condition for use and occupation. A just proportion of said Rent according to the nature and extent of the injury shall be abated until the Premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. Landlord reserves and excepts all rights to damages to said Premises and Building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in-pursuance of any public, or other, authority; and by way of confirmation, Tenant grants to Landlord all Tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Landlord shall give Tenant notice of its decision to terminate this Lease or restore said Premises within forty-five (45) days after any occurrence giving rise to Landlord's right to so terminate or restore. Notwithstanding anything to the contrary, Landlord's obligation to put the Premises or the Building in proper condition for use and occupation shall be limited to the amount of the

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proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to Landlord for such use.

19. Tenant Default.

(a) If Tenant shall neglect or fail to make any payment of Rent within ten (10) days after its due date, or if Tenant fails to pay its water and sewer charges within ten (10) days after receipt from Landlord, or if Tenant shall fail to cure a default in the performance of any of the other of the Tenant's covenants within thirty (30) days after receipt of notice of such default by Landlord, or if the Tenant, having commenced to cure a default within the thirty (30) day period which could not reasonably have been cured within said thirty (30) day period, shall fail to complete the curing of the default without unreasonable delay, or if the leasehold hereby created shall be taken on execution, or by other process of law, or if any assignment shall be made of Tenant's property for the benefit of creditors, or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's property, or if a Tenant commits any act of bankruptcy, (or if a petition is filed by Tenant under any bankruptcy, insolvency or other debtor relief law, or if a petition is filed against Tenant under any bankruptcy, insolvency or other debtor relief law and the same shall not be dismissed within sixty (60) days from the date upon which it is filed), then, and in any of said cases, Landlord lawfully may immediately or at any time thereafter take one or more of the following actions: (i) without demand or notice or the necessity of compliance with any statute in any manner relating to summary process, enter upon the Premises and repossess the same and expel Tenant and those claiming through or under Tenant and remove their effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any rights or remedies which might otherwise be used for arrears of Rent or previous breach of covenant, and/or (ii) give written notice to Tenant stating that this Lease and the term hereby demised is terminated, and upon such entry or notice, all rights of Tenant under this Lease shall terminate; and Tenant covenants that in case of such termination, Tenant shall forthwith pay to Landlord as damages a sum equal to the amount by which the Rent and other payments called for hereunder for the remainder of the original term and of any extension thereof exceed the fair rental value of said Premises for the remainder of the original term and of any extensions thereof, and, in addition thereto, will during the remainder of the original term and of any extension thereof pay to Landlord on the last day of each calendar month the difference, if any, between the Rent which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable prorated amount of the damages previously paid to Landlord. The Landlord shall make reasonable effort to secure a rental equal to the prevailing local market rate for the Premises concerned. In addition, Tenant agrees to pay to Landlord, as damages for any above described breach, all costs of reletting the Premises including real estate commissions and costs of renovating the Premises to suit the new tenant.

(b) Any and all property which may be removed from the Premises by the Landlord pursuant to the authority of this Lease or of law, to which the Tenant is or may be entitled, may be handled, removed or stored by the Landlord at the risk, cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping thereof.

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The Tenant shall pay to the Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Landlord's possession or under the Landlord's control. Any such property of the Tenant not removed from the Premises or retaken from storage by the Tenant within thirty (30) days after the end of the term or of the Tenant's right to possession of the Premises, however terminated, shall be conclusively deemed to have been forever abandoned by the Tenant and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit, provided, however, that Landlord shall give Tenant fifteen (15) days written notice before Landlord disposes of or retains any such property.

(c) Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

20. Landlord Self-Help. If Tenant shall at any time default in the performance of any of the obligations of Tenant under this Lease, the Landlord shall, at any time after ten (10) days' written notice to Tenant, have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation(s) of the Tenant, including the payment of money and the performance of any other act, except that no notice shall be required in situations which, in the Landlord's judgment, are emergencies requiring immediate action. All sums so paid or liabilities so incurred by the Landlord, and all necessary incidental costs and expenses in connection therewith, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately upon demand. Landlord may exercise the options provided by this Paragraph without waiving any claim for damages for breach of this Lease.

21. Landlord Default. The Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days after receipt of written notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation or within such additional time as is reasonably required to correct any such default. Further, if the holder of a mortgage on the Building of which the Premises are a part notifies Tenant that such holder has taken over the Landlord's rights under this Lease, Tenant shall not assert against such mortgagee any claim which Tenant may have against Landlord, but shall look solely to the Landlord for satisfaction of such claim. Notwithstanding the foregoing, without waiving any of Landlord's rights under this paragraph, if the nature of Landlord's failures unreasonably interfere with the operation of Tenant's business, Landlord will endeavor to correct such failures or defaults as soon as possible prior to the expiration of such thirty (30) day period.

22. Waiver of Rights. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent, or waiver to or of any other breach of the same or other covenant, condition or duty.

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23. **Notices.** Any notice from Landlord to Tenant or from Tenant to Landlord shall deemed duly served if mailed by Certified Mail addressed, if to Tenant, at said Premises after the term of this Lease has commenced and, prior to that time, at 42 Westmister Ave Pc or if to Landlord, at the place from time to time established for the payment of Rent, (currently PO Box 4711 Portland ME) and the customary Certified Mail receipt shall be conclusive evidence of such service.

24. **Successors and Assigns.** The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the original Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Whenever the Premises are owned by a trustee or trustees or by a limited partnership, the obligations of Landlord shall be binding only upon the assets of the trust or partnership as the case may be, and not personally upon any trustee, beneficiary or shareholder of the trust or partner of the partnership.

25. **Brokerage.** Landlord and Tenant each represent and warrant that they have dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction and Landlord and Tenant each agree to indemnify and hold the other harmless and defend one another with counsel of the indemnitee's choosing, from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Landlord or Tenant with regard to this leasing transaction. The provisions of this Paragraph shall survive the termination of this Lease.

26. **Miscellaneous.**

(a) If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective heirs, executors, administrators, successors and assigns.

(b) Landlord and Tenant agree that this Lease shall not be recordable. Landlord and Tenant shall enter into an agreement in recordable form, setting forth the actual commencement and termination dates of this Lease.

(c) If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(d) No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent

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be deemed an accord and satisfaction, and Landlord may accept such check or payment withou prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

(e) No oral statement or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or canceled except by writing subscribed by all parties.

(f) This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine.

(g) The Headings herein contained are for convenience only, and shall not be considered a part of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Lease as of the day and year first above written.

WITNESS:

LANDLORD:
184 ANDERSON, LLC

_____

By: _____
Its:

TENANT:

WITNESS:

_____

By:_____

Its:

GUARANTY OF LEASE

The undersigned, hereby jointly and severally guaranty the prompt payment and performance of all of the Tenant's obligations under the Lease and waive recourse to all suretyship and guarantorship defenses of any kind and nature.

_____
_____, Personally

_____
_____, Personally

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Exhibit A

Tenant's Permitted Work