Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 05/05/16

178A Washington Avenue Lease: Amy Alward Agency Inc.

This Lease (hereinafter referred to as "Lease") is made on the 7th day of December 2015 between No Place, LLC, a Maine limited liability company with a place of business at 178 Washington Avenue, Portland, Maine 04101 (hereinafter referred to as "Landlord") and Amy Alward Agency Inc., a Maine corporation, with a mailing address at 95 Ocean Street, South Portland, Maine 04106 (hereinafter referred to as "Tenant"). Landlord and Tenant may each be referred to as a "Party" and collectively as the "Parties".

1. **Leased Premises.** Landlord leases to Tenant, in consideration of the Rent to be paid by Tenant and subject to the terms and conditions set forth herein, the following described premises (the "Leased Premises"), which is located at 178A Washington Avenue in Portland, Maine 04101. See Exhibit A, attached and incorporated herein, for a more exact description of the Leased Premises. Tenant accepts the Leased Premises in its "as is" condition on the date of this Lease. Furthermore, Tenant shall not be required to provide any services or do any act in connection with the Leased Premises except as specifically provided herein. All parking is on the street and Tenant shall not block the two driveways abutting the property at 178 and 178A Washington Avenue. In addition, Tenant shall not have access to the basement below the Leased Premises or have access to the patio or yard area at the Leased Premises.

2. **Commencement & Term.** The term of this Lease shall commence on January 1, 2016 (the "Commencement Date"), and shall continue until December 31, 2016 (the "Lease Term"), unless earlier terminated by mutual agreement of the Parties or as otherwise provided in this Lease. Tenant shall commit to two additional one-year periods, i.e., from January 1, 2017 until December 31, 2017 and from January 1, 2018 until December 31, 2018 (the "Optional Lease Term(s)"), which Landlord shall have the right to terminate by providing Tenant written notice at least two months prior to the beginning of the new lease term, i.e., written notice to Tenant prior to November 1 preceding the new lease term commencing on January 1. Landlord may terminate the Lease Term or Optional Lease Terms upon sale of the Leased Premises with two months written notice to Tenant. In addition, if Landlord intends to sell the Leased Premises, Landlord shall notify Tenant in writing two months prior to the sale of the Leased Premises, giving Tenant the opportunity to purchase the Leased Premises at a price determined by Landlord.

3. **Rent.**

(a) Tenant covenants and agrees to pay to Landlord at Landlord's address during the 2016 Lease Term, $1,750.00/month as Rent, without holdback, set-off, reduction, notice, or demand in advance on the first of each month. In addition, Tenant covenants and agrees to pay to Landlord at Landlord's address during the Optional Lease Term in 2017, $2,000.00/month as Rent, without holdback, set-off, reduction, notice, or demand in advance on the first of each month. Finally, Tenant covenants and agrees to pay to Landlord at Landlord's address during the Optional Lease Term in 2018, $2,250.00/month as Rent, without holdback, set-off, reduction, notice, or demand in advance on the first of each month. If any payment of Rent is received by Landlord more than five (5) days after the date when such payment is due, such unpaid amounts shall bear interest until paid at the rate of 1.5% per month; said interest shall be assessed, due, and payable immediately and without notice.

(b) The receipt of Rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease, shall not be deemed to be a waiver of any provisions of this

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Lease. Failure of Landlord to complain of any act or omission on the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any of its rights hereunder.

4. Security Deposit & Last Month's Rent. Upon the execution of this Lease, Tenant agrees to pay to Landlord $1,750.00, which shall be held by Landlord throughout the Lease Term, as a security deposit for the faithful performance of all of Tenant's obligations hereunder (the "Security Deposit"). 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. Tenant shall not be entitled to interest on said Security Deposit. In addition, Tenant shall pay to a Landlord $2,000.00, which shall be held by Landlord throughout the Optional Lease Term in 2017, as the Security Deposit for the faithful performance of all of Tenant's obligations hereunder (the "2017 Optional Lease Security Deposit"). Finally, Tenant shall pay to a Landlord $2,250.00, which shall be held by Landlord throughout the Optional Lease Term in 2018, as the Security Deposit for the faithful performance of all of Tenant's obligations hereunder (the "2018 Optional Lease Security Deposit"). Landlord shall have the right to apply all or any part of the Optional Lease Security Deposit(s) to the curing of any default that may then exist without prejudice to any other remedy that 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 Optional Lease Security Deposit(s) to its original amount. Finally, at least one week prior to the commencement of the Lease Term or Optional Lease Term(s), Tenant shall prepay the last month's rent to Landlord ("Last Month's Rent"). Tenant shall not be entitled to interest on said Security Deposit or Last Month's Rent.

5. Holdover. If Tenant continues to occupy the Leased Premises at the completion of the Lease Term or the Optional Lease Term, such continued occupancy shall be deemed a tenancy-at-will under the terms and conditions stated herein and shall be subject to a rental of $3,500.00 per month, or any part thereof, until Tenant shall vacate the Leased Premises. Nothing contained in this paragraph shall be deemed to constitute consent by Landlord to such occupancy or holdover by Tenant.

6. Fire Insurance & Subrogation.

(a) Landlord shall, from and after the date of the execution of this Lease, keep the Leased Premises or the building and improvements of which the Leased Premises are a part, as the case may be, insured against loss or damage by fire and any of the casualties included in the customary extended coverage or supplementary contract endorsements, in an amount not less than eighty percent (80%) of the full insurable value thereof, exclusive of excavation costs, foundations and footings. All proceeds payable under the insurance policies carried by Landlord shall belong to Landlord, and Tenant shall not carry any insurance concurrent in coverage with any insurance carried by Landlord hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Landlord's insurance.

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(b) Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other Party, or anyone for whom such Party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Each of Landlord and Tenant agrees that its policies will include such a clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the other Party pays such extra cost. If extra cost shall be chargeable therefor, each Party shall advise the other thereof and of the amount of the extra cost, and the other Party, at its election, may pay the same, but shall not be obligated to do so.

7. **Utilities.** During the Lease Term or Optional Lease Term(s), Tenant agrees to pay for alarm system monitoring with Seacoast Security and also covenants and agrees to pay its own electrical and utility bills, e.g., cable, Internet, telephone, etc. Landlord will, however, cover water and sewer charges.

8. **Repair & Maintenance.**

(a) Tenant agrees that from and after the date that possession of the Leased Premises is delivered to Tenant, and until the end of the Lease Term or the Optional Lease Term, it will keep the Leased Premises in as good order, repair and condition, reasonable wear and tear only excepted, and in compliance with all federal, state and local statutes, ordinances, rules and regulations currently or hereafter enacted, and all glass in windows and doors of the Leased Premises whole and in good condition, replacing any broken or injured glass with glass of the same quality as that injured or broken, damage by fire only excepted, and will clean the Leased Premises daily to a reasonable standard and will provide for the regular removal of trash from the Leased Premises. Tenant shall be financially responsible for all repairs made necessary by the activities of Tenant, Tenant's employees, agents, customers, and invitees. Tenant shall clean the epoxy floor with a swiffer mop to minimize scratching of the floor, which needs to be kept in pristine condition.

(b) Tenant acknowledges that, when it is in possession of the Leased Premises, it retains primary responsibility for notifying Landlord in a timely manner of plumbing, mechanical, electrical or other problems in the Leased Premises, and that Tenant's failure to provide such timely notification could result in substantial damages to the Leased Premises.

9. **Alterations, Renovations & Improvements.** Tenant shall first seek written approval of Landlord before making any alterations, decorations, renovations and improvements to the Leased Premises. Tenant shall perform such authorized alterations, renovations and improvements in a good, workmanlike and reasonable manner, and in accordance with all applicable laws and provided further that Tenant shall indemnify and hold Landlord harmless from and against all claims, demands, costs and mechanic's liens which may arise as a direct or indirect result of or in connection with such alterations, renovations and improvements, and Tenant shall assume all cost, liability and responsibility for such alterations, renovations and improvements. Any and all alterations, renovations and improvements which may be made or installed by either Landlord or Tenant upon the Leased

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Premises and which in any manner are attached to the floors, walls or ceilings shall, at Landlord's option, remain upon the Leased Premises, and at the expiration or termination of this Lease shall be surrendered with the Leased Premises as a part thereof without disturbance, molestation or injury. However, the usual trade fixtures and furniture, which may be installed in the Leased Premises prior to or during the Lease Term or Optional Lease Term hereof at the cost of Tenant may be removed by Tenant from the Leased Premises upon the expiration or termination of this Lease. Tenant shall not paint any walls, which shall remain white.

10. Signage. Tenant must first seek written approval from Landlord as to the design of any sign, which must conform with state or local law or regulation and be approved by the appropriate authorities. Such sign shall be placed on the existing sign bracket attached to the front of the building. In addition, any lettering regarding hours of operation and logo of Tenant may only be placed on the front door and not on the garage doors of the Leased Premises.

11. Subletting & Assignment. Tenant shall not be entitled to assign this Lease or sublet the Leased Premises without written approval from the Landlord.

12. Indemnification & Liability Insurance.

(a) Tenant agrees to indemnify, protect and hold Landlord harmless from and against all liabilities, injuries, claims, losses, or damages to persons occurring or arising on or about the Leased Premises, during the Lease Term or Optional Lease Term, which liabilities, losses or damages arise as a result of Tenant's use, misuse or occupation of the Leased Premises or any part thereof, except to the extent that said liabilities, losses or damages are the result of gross negligence or willful misconduct of Landlord, Landlord's agents or employees.

(b) Tenant agrees to pay for and maintain in full force during the term hereof a policy of public liability and property damage insurance under which Landlord and Tenant are named as insured, in a minimum amount of Two Million Dollars ($2,000,000.00) for injury or death to any one person or damage to property, and Four Million Dollars ($4,000,000.00) 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 obligations under subparagraph (a) above. Such policy shall contain a provision requiring that written notice be given to Landlord not less than thirty (30) days prior to cancellation, expiration or alteration of the policy. Tenant agrees to deliver certificates of 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.

13. Use & Business Operation. Tenant agrees to use and occupy the Leased Premises as an office space. Tenant agrees not to use any portion of the Leased Premises for any purpose deemed extra hazardous or not covered by insurance in force. Tenant shall refrain from opening front garage doors without written permission from Landlord.

14. Permits & Licenses. Tenant agrees to maintain in full force and effect, during the Lease Term or Optional Lease Term, at Tenant's cost and expense, any and all federal, state and local permits, licenses and registrations necessary for the use of the Leased Premises by Tenant pursuant to Paragraph 13 hereof.

15. Right to Enter. Tenant agrees to permit Landlord or its duly authorized agents to enter on the Leased Premises during Tenant's normal business hours, without any prior notice, to examine the condition of said Leased Premises and

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to show the same to prospective Tenant or purchasers, provided such access to the Leased Premises shall not unnecessarily interfere with Tenant's use of the Leased Premises or the conduct of Tenant's business activities thereon. In addition, Landlord may need to gain access to the utility room in the Leased Premises, which contains the hot water heater for the adjoining property. In the event that Landlord wishes to enter the Leased Premises at any time other than Tenant's normal business hours, Landlord shall give Tenant such prior notice as is reasonable under the circumstances except that in case of an emergency, Landlord shall be relieved of said notice obligation.

16. Legal Expenses & Costs. In the event that Tenant breaches any of the promises or covenants in this Lease, including collection of payment of rent, Tenant shall reimburse Landlord for all associated legal expenses and fees.

17. Total or Partial Destruction.

(a) If the Leased Premises shall be damaged by fire or other casualty covered by Landlord's policies of fire and extended coverage insurance but are not thereby rendered untenantable 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 Leased Premises. If the Leased Premises is 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 Leased Premises untenantable, in whole or in part, both Parties 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 occurrence of said damage or destruction, to cancel this Lease, said cancellation to take effect thirty (30) days from and after 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 Leased Premises after deduction therefrom of Landlord's reasonable expenses in obtaining such proceeds.

(b) Landlord's obligation to repair, restore or reconstruct the Leased Premises pursuant to the provisions of this Paragraph shall be limited to the Leased Premises and any improvements originally constructed in or on the Leased Premises by Landlord or contained therein prior to the Commencement Date. Tenant, at Tenant's expense, shall perform all repairs or restoration not required to be done by Landlord and shall within a reasonable amount of time re-enter the Leased 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. Landlord shall not be liable to Tenant for any loss, direct or indirect, in business revenues sustained by Tenant as a result of said repair, restoration or reconstruction or delays in completing said repairs, restoration or reconstruction.

(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 Leased Premises necessitated by burglary or attempted burglary, or any other illegal or forcible entry into the Leased 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.

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(d) Tenant covenants that it will make good faith attempts to contact Landlord by telephone and by letter sent by regular mail within the time period specified herein to give notice to Landlord of any accident or damage, other than normal wear and tear, whether such damage is caused by insured or uninsured casualty, occurring in, on or about the Leased Premises within twenty-four (24) hours after Tenant has or should have had knowledge of the occurrence of such accident or damage. If Tenant breaches its covenant set forth in this subparagraph (d), Landlord (unless it otherwise has knowledge of the occurrence of such accident or damage), in addition to all other rights and remedies under this Lease, at law or in equity shall, at Landlord's option, be relieved of any of Landlord's obligations under this paragraph.

18. Eminent Domain.

(a) If the Leased Premises shall be taken, in whole or in part, by condemnation or right of eminent domain, either Party, upon written notice to the other, shall be entitled to terminate this Lease provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession. Should any part of the Leased Premises be so taken or condemned, and should this Lease not be terminated in accordance with this Paragraph, Landlord shall have the option after such taking or condemnation and the determination of Landlord's award therein, to expend a portion or all of the net amount which may be awarded to Landlord in such condemnation proceedings as may be necessary to restore the Leased Premises to an architectural unit as nearly like their condition prior to the commencement of the Lease Term as shall be practicable, or to terminate this Lease, effective thirty (30) days after notice of said termination to Tenant. Should the net amount so awarded to Landlord be insufficient to cover the cost of restoring the Leased Premises, Landlord may supply the amount of such insufficiency and restore the Leased Premises as above provided with all reasonable diligence, or terminate this Lease. If Tenant has not already exercised any right of termination accorded to it under this Paragraph, Landlord shall notify Tenant of Landlord's election with respect to restoration in the event of an insufficient award no later than ninety (90) days after the final determination of the amount of the award.

(b) In the event of any award for any taking of the Leased Premises in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for the Leased Premises and for Landlord's business loss, and Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings because of its business loss or the taking of its trade fixtures, furniture, or other property.

(c) In the event of any such taking of the Leased Premises, the Rent, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be suspended or abated.

19. Limitation of Landlord's Liability. Tenant agrees to look solely to Landlord's interest in the Premises or Landlord's insurance coverage thereon for recovery of any judgment in negligence from Landlord. This Paragraph does not apply to recovery of a judgment by Tenant due to the intentional misconduct of Landlord.

20. Waiver of Subrogation. Insofar as and to the extent that such agreement may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine, Landlord and Tenant agree that with respect to any loss covered by insurance

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then carried by them, respectively, the one carrying such insurance and suffering that loss releases the other of and from any and all claims with respect to such loss; and they further agree that their respective insurance companies shall have no right of subrogation against one another on account of such agreement even though extra premiums may result therefrom. If an extra premium is payable by Tenant as a result of these provisions, Landlord shall not reimburse Tenant for any such extra premium.

21. Default & Remedies.

(a) It is covenanted and agreed that if Tenant shall neglect or fail to perform or observe, or fail or neglect diligently to attempt to so perform or observe, any of the covenants, terms, provisions or conditions contained in this Lease and on Tenant's part to be performed or observed within ten (10) business days after notice of default (except for payment of rent or other charges payable by Tenant, in which case said period of notice shall be five (5) business days), or if the estate hereby created shall be taken on execution or by other process of law, or if a petition in U.S. Bankruptcy Court shall be filed by Tenant, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any substantial part of Tenant's property, or if an involuntary petition shall be filed for the reorganization of Tenant under any provisions of the Federal Bankruptcy Code now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization under any provisions of the Federal Bankruptcy Code now or hereafter enacted, then, and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord lawfully may, immediately or at any time thereafter, in accordance with Maine law, enter into and upon the Leased Premises or any part thereof without resort to legal proceedings and repossess the same as of its former estate, and expel Tenant and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for collection of damages for breach of covenant, and Landlord shall have the right to terminate and cancel this Lease. If Landlord should elect to reenter as herein provided, or should it take possession pursuant to legal proceedings, it may either terminate this Lease or, if it elects not to terminate this Lease, it shall use diligent and good faith efforts to rent the Leased Premises for the remainder of the Lease Term. If such reletting shall yield rentals insufficient for any month to pay the rental due by Tenant hereunder for that month, Tenant shall be liable to Landlord to the deficiency and same shall be paid monthly. No such reentry or taking possession of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such intention be given by Landlord to Tenant at the time of such reentry; but, notwithstanding any such reentry and reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(b) Tenant shall also pay to Landlord such reasonable expenses as Landlord may incur in connection with reletting including, but not by way of limitation, reasonable attorneys' fees, brokerage and advertising costs, Landlord improvements for the new occupant and reasonable expenses for keeping the Leased Premises in good order or for preparing same for reletting.

(c) Landlord shall in no event be in default in the performance of any of its obligations

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hereunder unless and until Landlord shall have failed to perform, or failed diligently to attempt to perform, such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

(d) If Tenant shall default in the performance or observance of any covenant, agreement, or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure any such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default. Any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to immediately reimburse Landlord therefor, as additional rent, or save Landlord harmless therefrom.

22. **Notices.** All notices required to be given pursuant to this Lease, to be effective, shall be in writing and shall be delivered by hand or by certified mail, postage prepaid, return receipt requested, to the following addresses:

(i) To Tenant at:

Amy Alward Agency Inc.
c/o Amy E. Alward
95 Ocean Street
South Portland
Maine 04106

(ii) To Landlord at:

No Place, LLC
c/o Marcia D. Haynes
178 Washington Avenue
Portland, Maine 04103

With a copy to:

Andre J. Hungerford, Esq.
Hungerford Legal
P.O. Box 7584
Portland, Maine 04112-7584

Any notice given pursuant to this Paragraph shall be deemed to have been given upon the second day following the date of mailing in accordance with the requirements of this Paragraph. Either Party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

23. **Estoppel Certificate.** Tenant shall at any time upon ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord or to a party designated by Landlord, within five (5) days following receipt of said notice, 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 and other charges payable by Tenant are 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 hereunder, 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 and other charges payable hereunder has been paid in advance.

24. **Hazardous Waste.** Tenant covenants and agrees that it will permit no hazardous or toxic

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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 Leased Premises, except for cleaning and janitorial supplies and other items, if any, lawfully held for sale by Tenant. Tenant hereby covenants and agrees to protect, exonerate, defend, indemnify and save Landlord harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys fees and court 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, corporation or other legal entity, which may arise out of the removal or clean-up of any such waste, substance, material or matter placed upon or within the Leased Premises by Tenant or as the result of a breach by Tenant of Tenant's obligations under this Paragraph.

25. Subordination. This Lease, at Landlord's option, shall be subordinate to any ground lease, lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the building and/or Leased Premises 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 Leased 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, ground lessor, or lessor shall elect to have this Lease made prior to the lien of its mortgage, deed of trust, ground lease, or lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust, ground lease, or lease, whether this Lease is dated prior to or subsequent to the date of said mortgage, deed of trust, ground lease, or lease, or the date of recording thereof. Tenant agrees to execute any documents required to effectuate an attornment, subordination or to make this Lease prior to the lien of any mortgage, deed of trust, ground lease, or lease, as the case may be. Tenant's failure to execute such documents within ten (10) business days after written demand shall constitute a material default by Tenant hereunder.

26. Miscellaneous Provisions.

(a) Invalidity of Particular Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(b) 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.

(c) Recording. The Parties agree that this Lease may be recorded with the Registry of Deeds.

(d) Paragraph Headings. 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.

(e) 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

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expense, unless a contrary intent is expressed.

(f) Entire Agreement; Binding Effect. All negotiations, considerations, representations, and understandings between the Parties are incorporated herein and may be modified or altered only by agreement in writing between the Parties, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof or any rights, obligations and liabilities contained herein given to, or imposed upon the Parties. The Parties shall extend to and bind their respective administrators, trustees, receivers, legal representatives, successors, heirs and permitted assigns, and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

(g) Compliance with Laws. Tenant agrees to abide by and comply with all federal, state and local statutes, ordinances, rules and regulations applicable to Tenant's use of the Leased Premises.

27. 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; fire or other casualty; labor difficulties; shortages of energy, labor, materials, or equipment; government regulations; or delays caused by Tenant to Landlord, whether such period be designated by a fixed date, a fixed time, or as a reasonable date or time.

28. Landlord's Additional Rights. In addition to all other rights that the Landlord has under this Lease and applicable law, and not by way of limitation, Landlord shall have the following rights:

(a) To decorate and to make inspections, repairs, alteration, additions, changes or improvements, whether structural or otherwise, in and about the Leased Premises, or any part thereof. To enter upon the Leased Premises for such purposes and, during the continuance of any such work, to temporarily close doors, entryways, common and public areas, and corridors in the Leased Premises; to interrupt or temporarily suspend Leased Premises' services and facilities; and to change the arrangement and location of entrances or passageways, doors and doorways, corridors, stairs, restrooms or other public or common areas of the Leased Premises.

(b) To change the name by which the Leased Premises are designated.

29. Waiver of Jury Trial. The Parties 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 further 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 and understands the meaning and ramifications of this waiver provision and as evidence of this fact signs its initials.

Initials of Tenant

30. Execution of Lease in Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 05/05/16

In Witness Whereof, Landlord and Tenant have executed this Lease as an instrument under seal as of the day and year first above-written.

NO PLACE, LLC (Landlord)

By: Marcia D. Haynes
Its: Manager

Witness:

12/7/2015
Witness's signature (date)

FRED L. HAYNES
Printed name of witness

AMY ALWARD AGENCY INC. (Tenant)

By: Amy E. Alward
Its: President

Witness:

12/7/2015
Witness's signature (date)

FRED L. HAYNES
Printed name of witness

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 05/05/16

PERSONAL GUARANTY (Amy E. Alward)

For value received, and in consideration for, and as an inducement to Landlord to enter into the foregoing Lease with Tenant, **Amy E. Alward,** 12 Vesper Street, Portland, Maine 04101 does hereby guaranty to Landlord the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be preformed by Tenant, including without limitation the payment of all sums of money stated in the Lease to be payable by Tenant. The validity of this guaranty and the obligations of the Guarantor hereunder shall not be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to Tenant. The Personal Guaranty shall remain and continue in full force and effect as to any renewal, modification, or extension of the Lease, whether or not Guarantor shall have received any notice of or consented to such renewal, modification or extension. The liability of Guarantor under this Personal Guaranty shall be primary, and in any right of action which shall accrue to Landlord under the Lease, Landlord may proceed against Guarantor and Tenant, jointly or severally, and may proceed against Guarantor without having commenced any action against or having obtained any judgement against Tenant. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of Landlord and shall be binding upon the successors and assigns of Guarantor.

IN WITNESS WHEREOF, Guarantor has executed this Personal Guaranty this 7th day of December, 2015.

GUARANTOR:

12/7/15

Amy E. Alward (date) Witness's signature (date)

Printed name of witness