

LEASE

185 FORE STREET ASSOCIATES, LLC

to

NINE STONES, LLC

Premises Designated as
Condominium Unit #101 at the 185 Fore Street Condominium, Portland, Maine,
containing 4486 square feet of net rentable area

Dated as of October 30, 2015

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LEASE SUMMARY

The following sets forth certain basic data of this Lease and the definitions of certain items contained in this Lease, all of which are hereby incorporated in this Lease:

1. Landlord: 185 Fore Street Associates, LLC
c/o Bateman Partners, LLC
PO Box 3572
Portland, Maine 04104

Tenant: Nine Stones, LLC

2. Premises: The spaces designated as of the date of this Lease as Condominium Unit #101 on Exhibit "A", consisting of 4486 +/- square feet of net rentable area, as depicted on the floor plan attached hereto as Exhibit "A" (the "Premises"). The Premises are located in the 185 Fore Street Condominium, a mixed use retail/residential condominium building to be constructed at 185 Fore Street, Portland, Maine ("Building"). As used in this Lease 'Declaration of Condominium' shall mean that certain Declaration of Condominium for the 185 Fore Street Condominium dated _____ as amended from time to time.

3. Term: The Lease is effective as of its execution and delivery by Landlord and Tenant, with the Lease Term commencing on Tenant's occupancy of the Premises, or issuance of a Certificate of Occupancy by the City of Portland, whichever comes earlier, and shall expire ten (10) years thereafter.

4. Rent Commencement Date: Upon Tenant's occupancy of the Premises, or issuance of a Certificate of Occupancy by the City of Portland, whichever is earlier.

5. Base Rent:

Year 1:	\$121,122.00 annually (\$10,093.50/mo.)	Triple Net
Year 2:	\$121,122.00 annually (\$10,093.50/mo.)	Triple Net
Year 3:	\$123,544.44 annually (\$10,295.37/mo.)	Triple Net
Year 4:	\$126,015.33 annually (\$10,501.28/mo.)	Triple Net
Year 5:	\$128,535.64 annually (\$10,711.30/mo.)	Triple Net
Year 6:	\$131,106.35 annually (\$10,925.53/mo.)	Triple Net
Year 7:	\$133,728.48 annually (\$11,144.04/mo.)	Triple Net
Year 8:	\$136,403.04 annually (\$11,366.92/mo.)	Triple Net
Year 9:	\$139,131.11 annually (\$11,594.26/mo.)	Triple Net
Year 10:	\$141,913.73 annually (\$11,826.14/mo.)	Triple Net

The Base Rent hereinabove stated assumes amortization of Tenant's fit-up costs projected at One Hundred Dollars (\$100.00) per square foot. Any variation in the actual, final costs shall be reflected in adjusted monthly Base Rent.

6. Option to Purchase: Provided Tenant is not then in default, Tenant, with three (3) months prior written notice to Landlord, commencing on the sixth (6th) year of the Term, shall have the option to purchase the Premises on terms to be agreed upon by Landlord and Tenant.

7. Tenant's Percentage: Tenant's Percentage shall be as set forth on Exhibit "A-2".

8. Additional Rent:

- a. Tenant's Percentage of Operating Expenses/Common Area Charges for the Premises, as described in Article 3, shall be as set forth in Exhibit "A-2" attached hereto.
- b. Tenant's Percentage of Taxes as described in Article 6; Tenant's obligation for condominium assessments in Article 6.7.

9. Security Deposit: None.

10. Use: The Premises shall be used for personal health and beauty purposes and services ancillary thereto.

11. Parking: From the condominium association's allocation in the adjoining parking garage, to be billed on a direct pass-through basis to Tenant.

12. Tenant Identification (EIN): _____.

13. Broker: Harborview Properties.

14. Lease Execution Date: As of October 30, 2015.

LEASE

THIS AGREEMENT OF LEASE is made as of the 30th day of October, 2015 by and between 185 FORE STREET ASSOCIATES, LLC, a Maine limited liability company (“Landlord”), and NINE STONES, LLC, a Maine limited liability company with a mailing address of _____, Portland, Maine 04101 (“Tenant”).

ARTICLE 1. – PREMISES

1.1. In consideration of the rent hereinafter reserved and of the covenants hereinafter contained, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, Condominium Unit #101, consisting of 4486 +/- square feet of net rentable area, as depicted on the floor plan attached hereto as Exhibit “A” (the “Premises”). The Premises are located in the mixed use retail/residential condominium building to be constructed at 185 Fore Street, Portland, Maine (“Building”). The total agreed square footage of the Premises is net rentable square feet which includes Tenant’s proportionate share of the common areas and core space of the Building. Landlord expressly reserves the right to change the name of the Building without notice to Tenant.

ARTICLE 2. – TERM/OPTION TO PURCHASE

2.1. The Lease is effective as of its execution and delivery by Landlord and Tenant, with this Lease Term commencing on Tenant’s occupancy of the Premises, or issuance of a Certificate of Occupancy by the City of Portland, whichever comes earlier, and shall expire Ten (10) years thereafter (the “Termination Date”). “Rent Commencement Date” shall be upon Tenant’s occupancy of the Premises, or issuance of a Certificate of Occupancy by the City of Portland, whichever comes earlier. Landlord and Tenant shall execute a Confirmation of Lease Dates in accordance with the form attached hereto as Exhibit “B”.

2.2. Landlord, commencing on the sixth (6th) year of the Term, shall have the option to purchase the Premises on terms to be agreed upon by Landlord and Tenant.

ARTICLE 3. – RENT/SECURITY DEPOSIT

3.1. Tenant hereby covenants and agrees to pay to Landlord as rent for the Premises (all of which is collectively referred to as “Rent”) all of the following:

(a) an annual base rent (“Base Rent”), in advance on the first day of each month during each calendar year beginning on the Rent Commencement Date, or

portion thereof (with appropriate adjustment for any calendar year which does not fall totally within the Term), during the Term as follows:

Year 1:	\$121,122.00 annually (\$10,093.50/mo.)	Triple Net
Year 2:	\$121,122.00 annually (\$10,093.50/mo.)	Triple Net
Year 3:	\$123,544.44 annually (\$10,295.37/mo.)	Triple Net
Year 4:	\$126,015.33 annually (\$10,501.28/mo.)	Triple Net
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Year 10:	\$141,913.73 annually (\$11,826.14/mo.)	Triple Net

provided, however, that the installment of Base Rent payable for the first full calendar month of the Term (and if the Term commences on a day other than the first day of a calendar month, that portion of Base Rent which is payable for such month) shall be due and payable on the execution of this Lease; and

(b) additional rent (“Additional Rent”) in the amount of any payment referred to as such in any portion of this Lease which accrues while this Lease is in effect (which shall include any and all charges or other amounts which Tenant is obligated to pay Landlord under this Lease, other than Base Rent).

(c) The Base Rent hereinabove stated assumes amortization of Tenant’s fit- up costs projected at One Hundred Dollars (\$100.00) per square foot, amortized over the term of this Lease. Any variation in the actual, final costs shall be reflected in adjusted monthly Base Rent.

3.2. Base Rent shall be adjusted on the anniversary of the Rent Commencement Date in each year following the initial year of the Term, or portion thereof, as provided in this Article 3 hereof.

3.3. Base Rent and all Additional Rent as provided for under this Lease shall be paid promptly when due, in cash or by check, in lawful money of the United States of America, without notice or demand and without deduction, diminution, abatement, counterclaim or set off of any amount or for any reason whatsoever, payable to Landlord, and delivered to at its offices at the address as stated in Article 25 or to such other person and place as may be designated by notice in writing from Landlord to Tenant from time to time. If Tenant shall present to Landlord more than twice during the Term checks or drafts not honored by the institution upon which they are issued, then Landlord may require that future payments of Rent and other sums thereafter payable be made by

certified or cashier's check, in addition to any charges incurred by Landlord in collecting the dishonored checks.

3.4. Other remedies for non-payment of Rent notwithstanding, any installment of Rent which is not paid within ten (10) days after the due date shall be subject, at Landlord's option each month, to a late charge equal to three percent (3%) of the amount due, which shall be payable as Additional Rent. Any installment of Base Rent or Additional Rent not paid within thirty (30) days from the date due shall accrue interest at the rate of four percent higher than the rate announced by Bangor Savings Bank, Portland, Maine (or its successor) from time to time as its prime rate (the "Prime Rate") (but in no event higher than the maximum rate allowed by law) until paid in full, which interest shall be deemed Additional Rent.

3.5. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other rent be provided in this Lease.

3.6. Reserved.

3.7. Tenant's pro rata share of increases in Operating Expenses, as defined in Article 5, is agreed to be as shown on Exhibit "A-2". Tenant's pro rata share of increases in Real Estate Taxes, as defined in Article 6, is agreed to be _____ percent (_____%). The Tenant's obligations to pay Operating Expenses and its pro rata share of Real Estate Taxes shall commence upon the Rent Commencement Date.

3.8. It is agreed by Landlord and Tenant that no Rent for the use, occupancy or utilization of the Premises shall be, or is, based in whole or in part on the net income or profits derived by any person from the Buildings, Project or the Premises, and Tenant further agrees that it will not enter into any sublease, license, concession or other agreement for any use, occupancy or utilization of the Premises which provides for rent or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the Premises so leased, used, occupied or utilized. Nothing in the foregoing sentence, however, shall be construed as permitting or constituting Landlord's approval of any sublease, license, concession, or other use, occupancy, or utilization agreement not otherwise approved by Landlord in accordance with the provisions of paragraph 14.1 hereof.

ARTICLE 4. – USE OF PREMISES

4.1. Tenant covenants to use the Premises only for personal health and beauty purposes and services ancillary thereto and for no other purpose, subject to and in accordance with all applicable zoning and other governmental regulations. Tenant, at its own expense, shall comply with and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulations of all of the governmental authorities having jurisdiction over the Premises, which are occasioned by or required in the conduct of Tenants business within the Premises and to obtain all licenses, permits and the like required to permit Tenant to occupy the Premises. Any other use of the Premises by Tenant or any Assignee or subtenant of Tenant shall require Landlord's consent which Landlord may withhold if Landlord determines the proposed use is not compatible with the residential character of the remainder of the Building.

4.2. Tenant accepts the Premises from Landlord in "as is" condition, except to the extent specifically provided elsewhere in this Lease.

4.3. Tenant shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, nor as a source of unreasonable annoyance or embarrassment to landlord or other tenants, nor for any purpose other than herein before specified, nor for the manufacture of any commodity therein except as expressly permitted herein, without the prior written consent of Landlord.

ARTICLE 5.– OPERATING EXPENSES - ESCALATION

5.1. Tenant shall pay to Landlord, as Additional Rent, Tenant's pro rata share, as specified in paragraph 3.7, of the Operating Expenses for the Building. Building as further described in Exhibit A-2 and below.

5.2. The term "Operating Expenses" shall mean any and all expenses incurred by Landlord in connection with the operation, maintenance and repair of the Project including, but not limited to the following: charges or fees for, and taxes on, the furnishing of electricity, fuel, water, sewer, gas, oil and other utilities; (at Landlord's sole discretion) security; pest control; cleaning of windows and exterior curtain walls; janitorial services; trash and snow removal; trash compactor maintenance and replacement; landscaping and repair and maintenance of grounds; salaries, wages, and benefits for employees of Landlord to the extent engaged in the operation, maintenance or repair of the Project including benefits, payroll taxes and worker's compensation insurance; license fees and governmental permits; casualty and liability insurance; cleaning supplies; supplies, repairs, replacements and other expenses for maintaining and operating the Project; the cost, including interest amortized over its useful life or payback period of any capital improvement made to the Project which is required under

governmental law or regulation that was not applicable to the Project at the time it was constructed or the installation of any device or other equipment which improves the operating efficiency of any system within the Project and thereby reduces operating expenses; Landlord's accounting fees and costs for the preparation of statements of operating expenses or incurred in order to reduce operating expenses; legal fees and costs relating to the operation, repair or physical maintenance of the Project or incurred in order to reduce operating expenses, service or management contracts with independent contractors and general overhead; administrative expenses; management fees; telephone, internet and stationery; and the costs of any other items which, under generally accepted accounting principles consistently applied from year to year with respect to the Property, constitute operating and maintenance costs attributable to any or all of the Property. "Operating Expenses" shall not include any of the following: Cost of capital improvements (defined as a repair or improvement having use of life greater than five (5) years or exceeding \$1,000), except as mentioned above; expenses for painting, redecorating, or other work which Landlord perform for any tenant in the Project, the expense of which is paid by such tenant; interest, amortization, or other payments on loans to Landlord, whether secured or unsecured; depreciation of the Project or other said improvements; ground rent; leasing commissions; lease enforcement costs, salaries, wages or other compensation paid to officers or executives of Landlord; and income, excess profits, or franchise taxes or other such taxes imposed on or measured by the income of Landlord from the operation of the Project.

The initial Operating Expenses are those set forth on Exhibit "A-2" and the expenses therein are the estimated Operating Expenses for the first year of the term of this Lease. To the extent additional expenses are incurred not specified in Exhibit "A-2", those expenses will be allocated to the appropriate categories (CAM, General Building, Elevator or Utility) as Landlord shall reasonably direct and billed accordingly.

5.3. Nothing contained in this Article 5 shall be construed at any time to reduce the Rent payable hereunder below the amount stipulated in Articles 3 and 5 of this Lease.

5.4. Tenant shall pay each month in advance, as Additional Rent, one-twelfth of Landlord's or the Condominium Association's estimate of Tenant's annual obligation under this Article 5. Such payments shall in no way limit Tenant's annual obligation. If the total of such monthly installments paid is less than Tenant's total obligation, Tenant shall promptly pay the difference upon receipt of Landlord's statement. Any overpayment shall be credited to Tenant's obligation for the next succeeding period.

ARTICLE 6. – REAL ESTATE TAXES - CONDOMINIUM ASSESSMENTS - ESCALATION

6.1. Tenant shall pay directly to the taxing authority all real estate and any personal property taxes assessed against the Premises.

6.2. The term “Real Estate Taxes” means all taxes, rates and assessments, general or special, levied or imposed with respect to the Unit.

6.3. Reasonable expenses incurred by Landlord in obtaining or attempting to obtain a reduction of any Real Estate Taxes shall be added to and included in the amount of any such Real Estate Taxes. Real Estate Taxes which are being contested by Landlord shall nevertheless be included for purposes of the computation of the liability of Tenant under paragraph 6.1 hereof; provided however, that in the event that Tenant shall have paid any amount of Additional Rent pursuant to this Article 6 and Landlord shall thereafter receive a refund of any portion of any Real Estate Taxes on which such payment shall have been based, Landlord shall pay to Tenant the appropriate portion of such refund. Landlord shall have no obligation to contest, object or litigate the levying or imposition of any Real Estate Taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion any Real Estate Taxes without consent or approval of Tenant.

6.4. Nothing contained in this Article 6 shall be construed at any time to reduce the Rent payable hereunder below the amount stipulated in Articles 3 and 5 of this Lease.

6.5. It is understood and agreed that Tenant shall not be liable for any addition to the Real Estate Taxes solely by reason of Landlord’s failure to pay Real Estate Taxes when due.

6.6. If the Termination Date or sooner termination of this Lease shall not coincide with the end of a real estate tax year, as determined by the assessment dates established by the City of Portland, then in computing the amount payable under this Article 6 for the period between the commencement of the applicable real estate tax year in question and the Termination Date or sooner termination of this Lease, the amount that would have been due from Tenant for the full year, if Tenant had been a tenant for the entire real estate tax year, shall be prorated over the portion of the real estate tax year that Tenant is a tenant in the Unit. Tenant’s obligation to pay Real Estate Taxes under this Article 6 for the final period of the Lease (as well as for any earlier period not paid as of the expiration or sooner termination of the Lease) shall survive the expiration or sooner termination of this Lease. In the event that the Real Estate Taxes have not been assessed by the City of Portland at the Termination Date, Landlord may collect from Tenant an

estimated charge based upon the prior year's taxes, to be adjusted when the assessment is made.

6.7. Tenant shall also pay all condominium charges assessed to the Leased Premises whether billed to Landlord or Tenant. Failure to timely pay said assessments shall be a failure to pay Base Rent.

ARTICLE 7. – REPAIRS AND MAINTENANCE

7.1. Subject to the provisions hereinafter contained with regard to damage by fire or other casualty and paragraph 7.2, Tenant agrees to maintain the Premises in good order and repair during the Term unless damage thereto shall have been caused by the act or neglect of Landlord, its agents, employees, contractors or invitees, in which case, the same shall be required by and at the expense of Landlord. If Tenant fails to make such repairs promptly, Landlord, at its option, may make such repairs and Tenant shall pay Landlord on demand Landlord's actual costs in making such repairs plus a fee of ten percent (10%) to cover Landlord's overhead. Landlord's cost of maintenance is subject to the Operating Expense provisions of Article 5. Landlord shall not be liable to Tenant for any damage or inconvenience and Tenant shall not be entitled to any abatement or reduction of Rent by reason of any repairs, alterations or additions made by Landlord under this Lease.

7.2. Landlord or the Condominium Association to the extent provided in the Declaration of Condominium shall maintain the structural portions of the Premises in good repair and condition, damages by causes reasonably beyond Landlord's control excepted.

ARTICLE 8. – LANDLORD'S SERVICES

8.1. Landlord covenants and agrees that it shall furnish without additional charge: (a) heat and air-conditioning capacity to maintain the Premises at a reasonably comfortable temperatures, provided that all distribution within the Premises shall be Tenant's obligation; (b) electrical capacity for lighting purposes and operation of the anticipated equipment, provided that Tenant shall be responsible for the distribution within the Premises; (c) janitorial and cleaning services for the designated common areas as set forth in Exhibit "A-2" attached hereto, Monday through Friday of each week, except holidays recognized by the U. S. Government. All of the energy charges for the HVAC and electricity consumed on the Premises shall be submetered and billed on a monthly basis to Tenant as Additional Rent. Water and sewer charges shall be submetered to the Unit and paid by Tenant. Tenant hereby acknowledges and agrees that Landlord shall not be liable in any way for any damage or inconvenience caused by the cessation or interruption of such heating, air-conditioning, electricity, elevator, janitor or cleaning service occasioned by fire, accident, strikes, necessary maintenance, alterations

or repairs, or other causes beyond Landlord's control and Tenant shall not be entitled to any abatement or reduction of Rent by reason thereof.

8.2. Tenant shall also pay all utility costs occasioned by data processing, telephone equipment, computers and other equipment of high electrical consumption, including without limitation the cost of installing, servicing and maintaining any special or additional inside or outside wiring or lines, meters or sub-meters, transformers, poles, air-conditioning costs, or the cost of any other equipment necessary to increase or determine the amount or type of electricity or power available to the Premises.

8.3. Landlord reserves the right to erect, use, connect to, maintain and repair pipes, ducts conduits, cables, plumbing, vents and wires in, to and through the Premises as and to the extent that Landlord deems necessary or appropriate for the proper operation and maintenance of the Building (including the servicing of other Units or Common Elements in the Condominium) and the right at all times to transmit water, heat, air-conditioning and electric current through such pipes, ducts, conduits, cables, plumbing, vents and wires.

ARTICLE 9. – TENANT'S AGREEMENT

9.1. Tenant covenants and agrees: (a) not to obstruct or interfere with the rights of other tenants or condominium owners, or injure or annoy them or those having business with them or conflict with them, or conflict with the fire laws or regulations, or with any insurance policy upon said Condominium or any part thereof, or with any statutes, rules or regulations now existing or subsequently enacted or established by the local, state or federal governments and Tenant shall be answerable for all nuisances caused or suffered on the Premises, or caused by Tenant in the Condominium, or on the approaches thereto; (b) not to place a load on any floor exceeding the floor load which such floor was designed to carry in accordance with the plans and specifications of the Project, and not to install, operate or maintain in the Premises any safe or heavy item of equipment except in such manner and in such location as Landlord shall prescribe so as to achieve a proper distribution of weight; (c) not to strip, overload, damage or deface the Premises, hallways, stairways, elevators, parking facilities or other common elements of the Condominium, or the fixtures therein or used therewith, nor to permit any hole to be made in any of the same; (d) not to suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Condominium, or which may render any increased or extra premium payable for such insurance, or which shall be contrary to any law or ordinance, rule or regulation from time to time established by any public authority; (e) not to place upon the interior or exterior of the Building, or any window or any part thereof or door of the Premises, any placard, sign, lettering, window covering or drapes, except such and in such place and manner as shall have been first approved in writing by Landlord, and to

use Building standard signage on its suite entry door, which shall be installed at Tenant's cost; (f) to conform to all rules and regulations from time to time established by the appropriate insurance rating organization and to all reasonable rules and regulations from time to time established by Landlord, including those attached as Exhibit "C" hereto; (g) to be responsible for the cost of daily removal of Tenant's trash and food waste from areas designated by Landlord and/or the Condominium Association; (h) not to conduct nor permit in the Premises either the generation, treatment, storage or disposal of any hazardous substances and materials or toxic substances of any kind as described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901 et seq.), any regulations adopted under these acts, or any other present or future federal, state, county or local laws or regulations concerning environmental protection, except as may be produced in the ordinary course of business and properly stored, and Tenant shall prohibit its assignees, sublessees, employees, agents and contractors (collectively, "Permittees") from doing so and Tenant shall indemnify, defend and hold Landlord and its agents and the Condominium Association harmless from all loss, costs, foreseeable and unforeseeable, direct or consequential; damages; liability; fines; prosecutions; judgments; litigation; and expenses, including but not limited to, clean-up costs, court costs and reasonable attorneys' fees arising out of any violation of the provisions of this Article by Tenant or its Permittees.

ARTICLE 10. - ALTERATIONS

10.1. Tenant shall not make any alterations, additions, or other improvements in or to the Premises or install any equipment of any kind that shall require any alterations or additions or affect the use of the Building's water system, heating system, plumbing system, air-conditioning system, electrical system or other mechanical system, or install any telephone antennae on the roof, in the windows or upon the exterior of the Building without the prior written consent of Landlord which shall not be unreasonably withheld. If any such alterations or additions are made by Tenant without Landlord's consent, Landlord may correct or remove them and Tenant shall be liable for any and all costs and expenses incurred by Landlord in the correction or removal of such work. All plans and specifications for any such work shall be prepared by Tenant at Tenant's expense and shall thereafter be submitted to Landlord for its review. As a condition of Landlord's consent to the use of Tenant as contractor, Tenant or Tenant's contractor must evidence insurance coverage to include: (a) Worker's Compensation Coverage and (b) Comprehensive Central Liability and Property Damage insurance in the amount of not less than One Million Dollars (\$1,000,000.00) in the aggregate. All work with respect to such alterations and additions shall be done in a good and workmanlike manner and diligently prosecuted to completion to the end that Premises shall at all times be a complete unit except during the period necessarily required for such work. Tenant shall not permit a mechanic's lien(s) to be placed upon the Premises, the Building or the Project as a result of any alterations or improvements made by it and agrees, if any such

lien be filed on account of the acts of Tenant, to promptly pay or bond off the same. If Tenant fails to discharge such lien within thirty (30) days of its filing, then, in addition to any other right or remedy of Landlord, Landlord may, at its election, discharge the lien. Tenant shall pay on demand any amount paid by Landlord for the discharge or satisfaction of any such lien, and all attorneys' fees and other costs and expenses of Landlord incurred in defending any such action or in obtaining the discharge of such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith. Tenant hereby expressly recognizes that in no event shall it be deemed the agent of Landlord and no contractor of Tenant shall by virtue of its contract be entitled to assert any lien against the Premises, Building or Common Elements of the Condominium. All alterations or additions shall become a part of the realty and surrendered to Landlord upon the expiration or termination of this Lease, unless Landlord shall at the time of its approval of such work require removal or restoration on the part of Tenant as a condition of such approval.

ARTICLE 11. – HOLD HARMLESS

11.1. Subject to the mutual waiver of subrogation provisions of this Lease, Tenant will defend and, except to the extent caused by the negligence or intentional misconduct of Landlord, will indemnify Landlord and its employees, agents and management company, and save them harmless from injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by Tenant of the leased premises or any part of Landlord's property or the building, or occasioned wholly or in part by any act or omission of Tenant, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. Without limitation of any other provision herein, neither Landlord, its employees, agents nor management company shall be liable for, and Tenant hereby releases them from all claims for, any injuries or damages to property or business sustained by Tenant or by any person claiming through Tenant due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or negligence of Tenant or of any employee or visitor of Tenant. Without limitation, this provision shall apply to injuries and damage to property situated in the leased premises (whether owned by Tenant or others) caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures.

11.2. Subject to the mutual waiver of subrogation provisions of this Lease, Landlord will defend and, except to the extent caused by the negligence or intentional misconduct of Tenant, will indemnify Tenant and its employees and agents, and save them harmless from any and all injury, loss, claim, damage, liability and expense

(including reasonable attorney's fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with any negligent act or intentional misconduct of Landlord, or its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the building, provided however, that under no circumstances shall Landlord's liability to Tenant exceed Landlord's interest in the Unit.

11.3. It is understood that employees of Landlord are prohibited as such from receiving any packages or other articles delivered to the Project for Tenant and that should any such employee receive any packages or articles, he or she in so doing shall be the agent of Tenant and not of Landlord.

11.4. The provisions of this Article 11 shall survive the expiration or termination of the Term.

ARTICLE 12. – [INTENTIONALLY RESERVED]

ARTICLE 13. - INSURANCE

13.1. Tenant shall, at its cost and expense, obtain and maintain at all times during the Term, for the protection of Landlord and Tenant, Public Liability Insurance (Comprehensive General Liability or Commercial General Liability) including Contractual Liability Insurance, with a combined personal injury and property damage limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate, insuring against all liability of Tenant and its representatives arising out of and in connection with Tenant's use or occupancy of the Premises. Landlord and Landlord's agent shall be named as additional insurers.

13.2. During the term of this Lease, Landlord shall insure against loss to the building, and to the additions, alterations and improvements thereto, under standard Maine form policies against fire and standard extended coverage risk in an amount equal to the replacement value thereof or as otherwise required by Landlord's secured lenders.

13.3. Tenant shall, at its cost and expense, obtain and maintain at all times during the Term, fire and extended coverage insurance on the Premises and its contents, including any leasehold improvements made by Tenant in an amount sufficient so that no co-insurance penalty shall be invoked in case of loss.

13.4. Tenant shall increase its insurance coverage, as required, but not more frequently than each calendar year if, in the opinion of Landlord or any mortgagee of Landlord, the amount of public liability and/or property damage insurance coverage at that time is not adequate.

13.5. All insurance required under this Lease shall be issued by insurance companies licensed to do business in the jurisdiction where the Building is located. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. Each policy shall contain an endorsement requiring thirty (30) days written notice from the insurance company to the other party before cancellation or any change in the coverage, scope or amount of any policy. Each policy, or a certificate showing it is in effect, together with evidence of payment of premiums, shall be deposited with the other party on or before the Commencement Date, and renewal certificates or copies of renewal policies shall be delivered to Landlord at least thirty (30) days prior to the expiration date of any policy. If any of Landlord's insurance policies shall be canceled or cancellation shall be threatened or the coverage thereunder reduced or threatened to be reduced in any way because of the use of the Premises or any part thereof by Tenant or any assignee or subtenant of Tenant or by anyone Tenant permits on the Premises, and if Tenant fails to remedy the condition within forty-eight (48) hours after notice thereof, Landlord may at its option either terminate this Lease or enter upon the Premises and attempt to remedy such condition, and Tenant shall promptly pay the cost thereof to Landlord. Landlord shall not be liable for any damage or injury caused to any property of Tenant or of others located on the Premises from such entry.

13.6. Landlord hereby waives and releases Tenant, and Tenant hereby waives and releases Landlord, from any and all liabilities, claims and losses for which the released party is or may be held liable to the extent of any insurance proceeds received by said injured party.

13.7. All policies covering real or personal property which either party obtains affecting the Premises shall include a clause or endorsement denying the insurer any rights of subrogation or recovery against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss. Landlord and Tenant hereby waive any rights of subrogation or recovery against the other for damage or loss to their respective property due to hazards covered or which should be covered by policies of insurance obtained or which should be or have been obtained pursuant to this Lease, to the extent of the injury or loss covered thereby assuming that any deductible shall be deemed to be insurance coverage.

ARTICLE 14. – ASSIGNMENT & SUBLETTING

14.1. Tenant shall not assign, transfer, mortgage or encumber this Lease or sublet the Premises without obtaining the prior written consent of Landlord, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Landlord, in any such case, such consent shall not be unreasonably withheld by Landlord. In the event that Tenant desires to assign this Lease, sublet the Premises, or permit occupancy or use of the Premises or any part thereof by another party or parties, Tenant shall provide Landlord with thirty (30) days advance written notice of Tenant's bona fide proposed assignment or subletting of all or any part of the Premises. Landlord shall have the right, at its option during said thirty (30) day period, to (a) release Tenant from this Lease for such space, (b) sublet all or any part of the Premises from Tenant at the same rental Tenant is paying Landlord, with the right to further sublease such space or (c) refuse to consent to Tenants assignment or subletting of such space and to continue this Lease in full force and effect as to the entire Premises. The consent by Landlord to any assignment, transfer, or subletting to any party other than Landlord shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease nor shall the collection or acceptance of Rent from any such assignee, transferee, subtenant or occupant or constitute a waiver or release of Tenant from any covenant or obligation contained in this Lease, nor shall such assignment or subletting be construed to relieve Tenant from giving Landlord said thirty (30) days' notice, nor from obtaining the consent in writing of Landlord to any further assignment or subletting (which consent may not be unreasonably withheld by Landlord). In the event that Tenant defaults hereunder Tenant hereby assigns to Landlord any and all rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said rent directly to Landlord. Without limiting the generality of the foregoing, if Landlord consents to an assignment or sublease pursuant to this Article 14, Landlord may condition its consent upon the entry by such transferee into an agreement (in form and substance satisfactory to Landlord) with Landlord, by which such transferee assumes all of Tenant's obligations hereunder. Landlord, or its assignees, will notify Tenant of any assignment or transfer of this Lease, within seven (7) business days following such assignment or transfer. Notwithstanding any other provision in this paragraph, Landlord shall have the right and it shall be deemed reasonable for Landlord to refuse consent to the assignment of this Lease or sublease of the Premises or any part thereof, if the credit worthiness of the proposed assignee or subtenant or assignee is not as good or better than Tenant's or the proposed use is not compatible with the residential uses of the Building or conflicts with any use restriction in the Declaration of Condominium.

ARTICLE 15. – LANDLORD’S RIGHT OF ACCESS

15.1. Upon at least twenty-four (24) hours’ notice (except in emergencies when no notice is required), Landlord may, at any time during Tenant’s occupancy, during reasonable business hours enter either to view the Premises or to show the same to others, or to facilitate repairs to the Building, or to introduce, replace, repair, alter or make new or change existing connections from any fixtures, pipes, wires, ducts, conduits or other construction therein, or remove, without being held responsible therefor, placards, signs, lettering, window or door coverings and the like not expressly consented to by Landlord.

15.2. If Tenant shall carpet over the access panels of the under floor duct system in the floor of the Premises (if applicable), Landlord is hereby authorized and permitted to cut such carpeting to reach the ducts in such panels in order to make any necessary connections therefrom to service other parts of the Building. Landlord shall have the carpeting restitched in a workmanlike manner and Tenant agrees to promptly reimburse Landlord for the cost of such cutting and restitching upon demand therefor.

15.3. Landlord may, during the last ninety (90) days of the Term, enter the Premises free from hindrance or control of Tenant to show the Premises to prospective tenants at times which shall not unreasonably interfere with Tenant’s business. If Tenant shall vacate the Premises during the last month of the Term, Landlord shall have the unrestricted right to enter the same after Tenant’s moving to commence preparations for the succeeding tenant or for any other purpose whatsoever, without affecting Tenant’s obligation to pay Rent for the full Term.

ARTICLE 16. – FIRE CLAUSE

16.1. In the event the Premises or any part thereof, the elevators, hallways, stairways or other approaches thereto, becomes damaged or destroyed by fire or other casualty from any cause so as to render said Premises and/or approaches unfit for use and occupancy, a just and proportionate part of the Rent according to the nature and extent of the damage or injury to said Premises and/or approaches, shall be suspended or abated until said Premises and/or approaches have been put in as good condition for use and occupancy as at the time immediately prior to such damage or destruction. Landlord or the Condominium Association to the extent provided in the Declaration of Condominium shall proceed, at its expense and as expeditiously as may be practicable, to repair the damage unless, because of the substantial extent of the damage or destruction, Landlord or the Condominium Association should decide not to repair or restore the Premises or the Project, in which event and at Landlord’s sole option Landlord may terminate this Lease forthwith by giving Tenant a written notice of its intention to terminate within ninety (90) days after the date of the fire or other casualty. Under no circumstances shall Landlord have any obligation to restore the Premises beyond the insurance proceeds

made available by the insurance carrier. Landlord shall not be obligated to repair, restore or replace any fixture, improvement, alteration, furniture or other property owned, installed or made by Tenant, all of which may be repaired, restored or replaced by Tenant.

16.2. Tenant shall immediately notify Landlord and the Condominium Association of any damage to the Premises caused by fire or any other casualty.

16.3. No damages, compensation, or claim shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or the Project. Subject to the provisions of paragraph 16.1, Landlord shall diligently proceed to have such repairs made promptly.

ARTICLE 17. - CONDEMNATION

17.1. This Lease shall be terminated and the Rent shall be abated to the date of such termination in either of the following events: (a) condemnation of the Premises, the Building or any part thereof by any competent authority under right of eminent domain for any public or quasi-public use or purpose; or (b) condemnation by competent authority under right of eminent domain for any public or quasi-public use or purpose of twenty-five percent (25%) or more of the Building in which the Premises are located. The forcible leasing by any competent authority of any portion of the Project other than the Premises shall have no effect upon this Lease. In case of any taking or condemnation, whether or not the Term shall cease and terminate, the entire award shall be the property of Landlord, and Tenant hereby assigns to Landlord all its right, title and interest in and to any such award. Tenant however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for fixtures and other equipment installed by it, but only if such awards shall be made by the court in addition to (and shall in no manner whatsoever reduce) the award made by it to Landlord for the land and improvements or part thereof so taken.

17.2. In the event of a temporary taking or condemnation of all or any part of the Premises for any public or quasi-public use or purpose, this Lease shall be unaffected and Tenant shall continue to pay in full Base Rent and all Additional Rent payable for any such period. In the event of any such temporary taking, notwithstanding the provisions of paragraph 17.1, Tenant shall be entitled to claim, prove and receive the portion of the award for such taxing that represents compensation for use or occupancy of the Premises during the Term, and Landlord shall be entitled to appear, claim, prove and receive the portions of the award that represent the cost of restoration of the Premises and the use or occupancy of the Premises after the end of the Term.

ARTICLE 18. – DEFAULTS AND REMEDIES

18.1. It is hereby mutually agreed that: (a) if Tenant shall fail (i) to pay Rent or other sums which Tenant is obligated to pay by any provision of this Lease, within five (5) days of when and as it is due and payable hereunder and without demand therefor, or (ii) following seven (7) days' notice, to keep and perform each and every covenant, condition and agreement herein contained on the part of Tenant to be kept and performed; or following seven (7) days' notice (b) if Tenant shall abandon or evidence any intention to abandon all or any portion of the Premises; or (c) if the estate hereby created shall be taken by execution or other process of law; or (d) if Tenant shall (i) become insolvent, (ii) make an assignment for the benefit of creditors, (iii) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Tenant pursuant to any statute of the United States or any state and whether or not for a trustee, custodian, receiver, agent, or other officer for Tenant or for all or any portion of Tenant's property) in any proceeding whether bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise then, and in each and every such case, from thenceforth and at all times thereafter, at the sole option of Landlord, Landlord may:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may proceed with a forcible entry and detainer action and Landlord may thereafter have, enter upon and take possession of the Premises and expel or remove Tenant and its effects in accordance with applicable law without being liable to prosecution or any claim for damages therefor; and Tenant shall indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through the inability to relet the Premises or otherwise including any loss of Rent for the remainder of the Term. Tenant's event of default shall be considered a total breach of Tenant's obligations under this Lease and Tenant immediately shall become liable for such damages for such breach, in an amount, equal to the total of (1) the costs of recovering the Premises; (2) the unpaid Rent earned as of the date of termination, plus interest thereon at a rate per annum from the due date equal to four percent (4%) over the Prime Rate, provided, however, that such interest shall never exceed the highest lawful rate; (3) all costs of reletting the Premises, including construction costs, redecorating and brokers' commissions; and (4) all other sums of money and damages owing by Tenant to Landlord. Tenant's right of possession shall cease and terminate and Landlord shall be entitled to the possession of the Premises and shall remove all persons and property therefrom and reenter the Lease without further demand of Rent or demand of possession of the Premises, either with or without process of law and without becoming liable to prosecution therefor, any notice to quit or intention to reenter being hereby expressly waived by Tenant;

(b) Declare the present worth (as of the date of such default) of the entire balance of Rent for the remainder of the Term to be due and payable, and collect

such balances in any manner not inconsistent with applicable law. For the purpose of this paragraph 18.1, "present worth" shall be computed by discounting the entire balance to present worth at a discount rate equal to one (1) percentage point above the discount rate then in effect at the Federal Reserve Bank nearest the location of the Building; or

(c) Pursue any combination of such remedies and/or other remedy available to Landlord on account of such default under applicable law.

In the event of any reentry or retaking of the Premises by Landlord and/or any termination of this Lease by Landlord, Tenant shall nevertheless remain in all events liable and answerable for the Rent to the date of such retaking, reentry or termination and Tenant shall also be and remain answerable in damages for the deficiency or loss of Rent as well as all related expenses which Landlord may thereby sustain in respect to the balance of the Term, and, in such case, Landlord reserves full power, which is hereby acceded to by Tenant, to let said Premises for the benefit of Tenant, in liquidation and discharge, in whole or in part, as the case may be, of the liability of Tenant under the terms and provisions of this Lease, and such damages, related expenses, at the option of Landlord, may be recovered by it at the time of the retaking and reentry or in separate actions, from time to time, as Tenant's obligation to pay Rent would have accrued if the Term had continued, or from time to time as said damages and related expenses shall have been made more easily ascertainable by reletting of the Premises, or such action by Landlord may, at the option of Landlord, be deferred until the expiration of the Term, in which latter event the cause of action shall not be deemed to have accrued until the date of the termination of the Term. In all events, Landlord's rights and remedies shall be subject to the obligation to mitigate damages to the extent required by Maine law.

18.2. The provisions of this Article 18 are subject to the Bankruptcy Laws of the United States of America and the State of Maine which may, in certain cases, limit the rights of Landlord to enforce some of the provisions of this Article in proceedings thereunder. To the extent that limitations exist by virtue thereof, the remaining provisions hereof shall not be affected thereby but shall remain in full force and effect. The provisions of this Article 18 shall be interpreted in a manner which results in a termination of this Lease in each and every instance, and to the fullest extent and at the earliest moment that such termination is permitted under the federal and state bankruptcy laws, it being of prime importance to Landlord to deal only with tenants who have, and continue to have, a strong degree of financial strength and financial stability.

18.3. All rents received by Landlord in any reletting after Tenant's default shall be applied, first to the payment of such expenses as Landlord may have incurred in recovering possession of the Premises and in reletting the same (including brokerage fees), second to the payment of any costs and expenses incurred by Landlord, either for making the necessary repairs (including fitting up the space for such reletting) to the Premises or in curing any default on the part of Tenant of any covenant or condition

herein made binding upon Tenant. Any remaining rent shall then be applied toward the payment of Rent due from Tenant, together with interest and penalties as defined in Paragraph 3.4, and Tenant expressly agrees to pay any deficiency then remaining. Landlord shall in no event be liable in any way whatsoever (nor shall Tenant be entitled to any set off) for Landlord's failure to relet the Premises, and Landlord, at its option, may refrain from terminating Tenant's right of possession, and in such case may enforce against Tenant the provisions of this Lease for the full Term, subject to the mitigation provision in Section 18.1.

18.4. In the event Tenant defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Landlord places in the hands of an attorney or collection agency the enforcement of all or any part of this Lease, the collection of any Rent due or to become due or recovery of the possession of the Premises, Tenant agrees to pay Landlord's costs of collection and enforcement including reasonable attorneys' fees, whether suit is actually filed or not.

ARTICLE 19. – SUBORDINATION CLAUSE

19.1. This Lease shall be subject and subordinate at all times to the lien of any mortgage or deed of trust or other encumbrance(s) which may now or which may at any time hereafter be made upon the Project of which the Premises is a part or any portion thereof, or upon Landlord's interest therein. This clause shall be self-operative, and no further instrument of subordination shall be required to effect the subordination of this Lease. Nonetheless, in confirmation of such subordination, Tenant shall execute and deliver such further instrument(s) subordinating this Lease to the lien of any such mortgage or deed of trust or any other encumbrance(s) as shall be desired by any mortgagee or party secured or proposed to be secured thereby. If the interests of Landlord under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust on the Premises or Project, Tenant shall be bound to the transferee at the option of the transferee, under the terms, covenants and conditions of this Lease for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Landlord under this Lease, and, if requested by such transferee, Tenant agrees to attorn to the transferee as its Landlord, provided that the transferee shall agree to recognize Tenant's rights under this Lease. The holder of any mortgage or deed of trust encumbering the Project shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage or deed of trust or other security instrument to this Lease on such terms and subject to such conditions as such holder may consider appropriate in its discretion. Upon request, Tenant shall execute and deliver an instrument confirming any such full or partial subordination.

ARTICLE 20. – SURRENDER OF POSSESSION

20.1. Upon the expiration or earlier termination of the Term, Tenant shall surrender the Premises and all keys, gate cards, security cards, and locks connected therewith to Landlord in good order and repair (ordinary wear and tear excepted). Subject to the provisions of Article 10, any and all improvements, repairs, alterations and all other property attached to, used in connection with or otherwise installed upon the Premises (i) shall, immediately upon the completion of the installation thereof, be and become Landlord's property without payment therefor by Landlord, and (ii) shall be surrendered to Landlord upon the expiration or earlier termination of the Term, except that any machinery, equipment or fixtures installed by Tenant and used in the conduct of the Tenant's trade or business (rather than to service the Premises or any of the remainder of the Building or the Project generally) and all other personalty of Tenant shall remain Tenant's property and shall be removed by Tenant upon the expiration or earlier termination of the Term, and Tenant shall promptly thereafter fully restore any of the Premises or the Building damaged by such installation or removal thereof.

ARTICLE 21. – TENANT HOLDING OVER

21.1. If Tenant or any person claiming through Tenant shall not immediately surrender possession of the Premises at the expiration or earlier termination of the Term, Landlord shall be entitled to recover compensation for such use and occupancy at one hundred fifty percent (150%) of the Base Rent and Additional Rent payable hereunder just prior to the expiration or earlier termination of the Term. Landlord shall also continue to be entitled to retake or recover possession of the Premises as herein before provided in case of default on the part of Tenant, and Tenant shall be liable to Landlord for any loss or damage it may sustain by reason of Tenant's failure to surrender possession of the Premises immediately upon the expiration or earlier termination of the Term. Tenant hereby agrees that all the obligations of Tenant and all rights of Landlord applicable during the Term shall be equally applicable during such period of subsequent occupancy and that Tenant's continuing occupancy shall be as tenant-at-sufferance, unless otherwise agreed in writing between Landlord and Tenant.

ARTICLE 22. - ESTOPPELS

22.1. Tenant shall, without charge therefor, at any time and from time to time, within ten (10) days after request by Landlord, execute, acknowledge and deliver to Landlord a written estoppel certificate certifying to Landlord, any mortgagee, assignee of a mortgagee, or any purchaser of the Project, or any other person designated by Landlord, as of the date of such estoppel certificate: (a) that Tenant is in possession of the Premises; (b) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and setting forth

such modification); (c) whether or not there are then existing any setoffs or defenses against the enforcement of any right or remedy of Landlord, or any duty or obligation of Tenant hereunder (and, if so, specifying the same in detail); (d) the amount of the Base Rent and the dates through which Base Rent and Additional Rent have been paid, (e) that Tenant has no knowledge of any then uncured defaults on the part of Landlord under this Lease (or if Tenant has knowledge of any such uncured defaults, specifying the same in detail); (f) that Tenant has no knowledge of any event having occurred that authorizes the termination of this Lease by Tenant (or if Tenant has such knowledge, specifying the same in detail); (g) the amount of any Security Deposit held by Landlord; and (h) such reasonable other information requested by Landlord, such mortgagee, assignee of such mortgagee, such purchaser or such other person. Failure to deliver the certificate within ten (10) days after request by Landlord shall be conclusive upon Tenant for the benefit of Landlord and any successor to Landlord that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If Tenant fails to deliver the certificate within the ten (10) days after requested by Landlord, then by such failure Tenant shall irrevocably constitute and appoint Landlord as its attorney-in-fact to execute and deliver the certificate to any third party.

ARTICLE 23. - MISCELLANEOUS

23.1. The term “Tenant” shall include legal representatives, successors and permitted assigns. All covenants herein made binding upon Tenant shall be construed to be equally applicable to and binding upon its agents, employees and others claiming the right to be in the Premises or in the Project through or under Tenant.

23.2. If more than one individual, firm, or corporation shall join as Tenant, singular context shall be construed to be plural wherever necessary and the covenants of Tenant shall be the joint and several obligations of each party signing as Tenant and when the parties signing as Tenant are partners, shall be the obligation of the firm and of the individual members thereof.

23.3. Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular, wherever the context shall require. It is also agreed that no specific words, phrases or clauses herein used shall be taken or construed to control limit or cut down the scope or meaning of any general words, phrases or clauses used in connection therewith.

23.4. No waiver or breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof.

23.5. Notwithstanding anything to the contrary contained in this Lease, Tenant shall look only to Landlord’s ownership in the Project for satisfaction of Tenant’s

remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of the partners or principals of Landlord, disclosed or undisclosed, shall be subject to levy, execution or the enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises. No personal liability or personal responsibility is assured by, nor shall at any time be asserted or enforceable against Landlord, its partners or its principals, or their respective heirs, legal representatives, successors and assigns on account of this Lease or any covenant, undertaking, or agreement to Landlord contained herein. If any provision of this Lease either expressed or implied obligates Landlord not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance shall be Tenant's sole right and remedy in any dispute as to whether Landlord has breached such obligation.

23.6. TENANT AND LANDLORD EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

23.7. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This provision shall not be deemed to grant Tenant any right to assign this Lease or sublet the Premises or any part thereof other than as provided in Article 14 hereof.

23.8. It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. This Lease may not be modified orally or in any manner other than by written agreement signed by the parties hereto.

23.9. Every agreement contained in this Lease is, and shall be construed as a separate and independent agreement. If any term of this Lease or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this Lease, the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

23.10. Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions,

or any other cause of any kind whatsoever which is beyond the reasonable control of Landlord.

23.11. The submission of this Lease to Tenant shall not be construed as an offer nor shall Tenant have any rights with respect thereto unless Landlord executes a copy of this Lease and delivers same to Tenant.

23.12. If, in connection with obtaining financing for the Project (including syndications or sale/leasebacks), any lender or ground lessor shall request modifications to this Lease as a condition for such financing, Tenant will not unreasonably withhold, delay, or defer its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder or materially adversely affect either the leasehold interest hereby created or Tenant's use and enjoyment of the Premises.

23.13. A maximum weight of one hundred (100) pounds per square feet is the floor load capacity for the Building and Tenant is responsible for compliance.

23.14. All times, whenever stated in this Lease, are declared to be of the essence of this Lease.

23.15. Each separate suite occupied by Tenant hereunder shall, at Tenant's option, participate in and be equipped with a positive electronic monitoring devise (the "Security System"). Tenant shall, as Additional Rent, pay to Landlord in addition to Base Rent when due and payable, the amount charged for the monitoring and servicing of the Security System, as such amount may be charged by Landlord from time to time.

ARTICLE 24. - BROKERS

24.1. Tenant represents and warrants that it has not entered into any agreement with, nor otherwise had any dealings with, any broker or agent except for Harborview Properties in connection with the negotiation or execution of this Lease which could form the basis of any claim by any such broker or agent for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature in connection herewith, and Tenant shall indemnify, defend and hold Landlord harmless from and against any costs (including, but not limited to, court costs and attorneys' fees), expenses, or liability for commissions or other Compensation claimed by any broker or agent other than those listed above in this paragraph 24.1 with respect to this Lease which arises out of any agreement or dealings, or alleged agreement or dealings, between Tenant and any such agent or broker. Landlord agrees to pay said commission to those agents or brokers listed above in this paragraph 24.1 in accordance with a separate listing agreement.

ARTICLE 25. – NOTICES AND DEMANDS

25.1. All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, return receipt requested, addressed to Landlord or Tenant respectively, at the addresses in the Lease Summary or to such other addresses as the parties hereto may designate to the other in writing from time to time.

25.2. Tenant hereby elects domicile at the Premises for the purpose of service of all notices, writs of summons, or other legal documents or process, in any suit, action or proceeding which Landlord may undertake under this Lease.

ARTICLE 26. – QUIET ENJOYMENT

26.1. Landlord covenants and agrees that upon Tenant paying the Rent and any other charges due and payable and observing and performing all the term, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease and to any mortgages and deeds of trust hereinbefore mentioned.

ARTICLE 27. – WAIVER OF TRIAL BY JURY

27.1. LANDLORD AND TENANT EACH AGREE TO AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY STATUTORY REMEDY.

ARTICLE 28. – GOVERNING LAW

28.1. This Lease shall be construed and governed by the laws of the state in which the Premises are located. Should any provision of this Lease and/or its conditions be illegal or not enforceable under the laws of said state, it or they shall be considered severable, and the Lease and its conditions shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

ARTICLE 29. - PARKING

29.1. No parking is included within this Lease.

ARTICLE 30. - ADDENDA

30.1. Exhibit A “Floor Plan”, Exhibit A-2 “Estimated Building Budget and definitions of “Common Elements” and “Service Charges”, Exhibit B “Confirmation of Lease” and Exhibit C “Rules and Regulations” are attached hereto and made a part hereof.

IN WITNESS WHEREOF, Landlord has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Tenant has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.

WITNESS:

WITNESS:

LANDLORD:

185 FORE STREET ASSOCIATES, LLC,
a Maine limited liability company

By: Bateman Partners, LLC
Its:

By: _____
Name:
Title:

TENANT:

NINE STONES, LLC,
a Maine limited liability company

By: _____
Name: M. Pamela Macomber
Title:

EXHIBIT A
FLOOR PLAN

See attached copy.

EXHIBIT "A-2"

Tenant shall be responsible for those "Common Expenses", "Limited Common Expenses" and "Service Charges" as defined in the Declaration of Condominium attributable to Unit #101.

EXHIBIT B

CERTIFICATE CONFIRMING LEASE COMMENCEMENT DATE

This Certificate Confirming the Lease Commencement Date is attached to and made a part of the Lease Agreement dated the ____ day of October, 2015, by and between 185 Fore Street Associates, LLC, as Landlord, and Nine Stones, LLC, as Tenant.

The occupancy date is January _____, 2016.

The Lease commencement date is October _____, 2015.

The Rent Commencement Date is _____, 2016.

The Lease termination date is _____, 2026.

WITNESS:

WITNESS:

LANDLORD:

185 FORE STREET ASSOCIATES, LLC,
a Maine limited liability company

By: Bateman Partners, LLC

By: _____
Name:
Title:

TENANT:

NINE STONES, LLC,
a Maine limited liability company

By: _____
Name: M. Pamela Macomber
Title:

EXHIBIT C

RULES AND REGULATIONS

1. Landlord agrees to furnish Tenant with keys without charge. Additional keys shall be furnished at a nominal charge. Tenant shall not change locks or install additional locks on doors without the prior written consent of Landlord. Tenant shall not make or cause to be made duplicates of keys without the prior approval of Landlord. All keys to the Premises shall be surrendered to Landlord upon termination of this Lease.
2. Tenant shall refer all contractor's representatives and installation technicians rendering any service for Tenant at the Premises to the Condominium Association before performance of any contractual service. Tenant's contractors and installation technicians shall comply with Landlord's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the Premises or Building including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment or any other physical portion of the Premises or Building.
3. Tenant shall not at any time occupy any part of the Premises or Building as sleeping or lodging quarters.
4. Tenant shall not place, install or operate on the Premises or in any part of the Building any engine, stove or machinery, conduct mechanical operations, place or use in or about the Premises or Project any explosives, gasoline, kerosene, oil, acids, caustics, flammable explosives or hazardous material without the written consent of Landlord and so long as consistent with any requirements set forth in the Declaration of Condominium and any related Rules and Regulations then in effect. Landlord agrees to Tenant's installation and use of customary cooking and food preparation equipment, together with customary fuel supplies, provided all installations comply with all applicable Code regulations.
5. Neither Landlord nor the Condominium Association shall be responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or the Project regardless of whether or not such loss occurs when the area is locked against entry.
6. No dogs, cats, fowl or other animals shall be brought into or kept in or about the Premises, except customers frequenting Tenant's business as permitted by Tenant.

7. Employees of Landlord shall not receive or carry messages for or to any Tenant or other person nor shall they render free or paid services to any Tenant, its agents, employees or invitees.
8. None of the entries, passages, doors, elevators, hallways or stairways shall be locked or obstructed with any rubbish, litter, trash or material of any nature which would be placed, emptied or thrown into these areas by Tenant's agents, employees or invitees at any time.
9. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed. Any damage resulting to them from misuse or by the defacing of any part of the Building shall be borne by the person who shall occasion it. No person shall waste water by interfering with the faucets or otherwise.
10. No person shall disturb occupants of the Building by the use of any radios, record players, tape recorders, musical instruments, the making of unseemly noises or any other unreasonable use. Background music set at levels to not be audible to other condominium occupants is permitted.
11. Nothing shall be thrown out of the windows of the Building or down the stairways or other passages.
12. Movement of furniture or office supplies and equipment, in or out of the Building, dispatch or receipt by Tenant of any merchandise or materials which requires use of elevators or stairways, or movement through the Building entrances or lobby shall be restricted to hours designated by Landlord or Condominium Association. All such movement shall be under the supervision of Landlord or Condominium Association and carried out in the manner agreed to between Tenant and Landlord by prearrangement. Such prearrangement will include determination by Landlord or Condominium Association of time, method and routing of movement and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the Building. Tenant shall indemnify Landlord and Condominium Association against all risks and claims of damage to person and property arising in connection with any said movement.
13. Neither Landlord nor the Condominium Association shall not be liable for the unavailability of elevators for necessary or desirable repairs or improvements or delays of any sort in connection with the elevator service.
14. Tenant agrees to cooperate and assist Landlord in the prevention of canvassing, soliciting and peddling within the Project.

15. It is Landlord's desire to maintain in the Condominium the highest standard of dignity and good taste consistent with comfort and convenience for all Condominium Owners. Any action or condition not meeting this high standard should be reported directly to Landlord. Your cooperation will be mutually beneficial and sincerely appreciated.
16. Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety,