

COMMERCIAL LEASE

This Lease is made this 11th day of August, 2014 (hereinafter "Effective Date") by and between **130, LLC**, 42 Market Street, Portland, ME 04101 (hereinafter "Landlord") and **Northeast Bank** (hereinafter "Tenant").

1. DEFINITIONS. The following terms as used herein have the meanings set forth below:

- (a) "Exclusive Premises" means those premises deemed to contain **9,723 rentable square feet** located on the first floor of the Building, exclusive of Common Areas, and further shown on a drawing attached hereto as Exhibit A;
- (b) "Common Areas" means areas customarily shared between and among tenants in the Building, including but not limited to stairwells, roof decks, elevators, and lobby areas, but not including stairwells, lobbies, and other areas solely contained within and solely accessible through a tenant's Exclusive Premises;
- (c) "Leased Premises" means the Exclusive Premises together with any rights granted herein, if any, to use or access the Common Areas;
- (d) "Property" means the land, together with the buildings thereon, located at **27 Pearl Street, Portland, ME 04101**;
- (e) "Building" means any and all structures, whether temporary or permanent, located on Property;
- (f) "Tenant's Proportional Share" means a fraction, the numerator of which is the rentable area deemed to be contained within the Exclusive Premises, and the denominator of which is the rentable area contained within the Building. Tenant's Proportional Share is hereby established as **twenty-five (25%) percent**. In the event the rentable space within the Building changes, Tenant's Proportional Share shall be recalculated according to the above formula;
- (g) "Operating Expenses" means the total amount paid or payable by Landlord in connection with the management, maintenance, repair, and operation of the Property, not including capital improvements; and further described in Section 7.
- (h) "Rent" means the sum of Base Rent (as defined in Section 6) and Additional Rent (as defined in Section 7).

2. PREMISES.

- (a) In consideration of the rents, covenants and agreements contained herein, Landlord demises and leases to Tenant the Exclusive Premises, together with the reasonable use, in common with others, of all Common Areas of the Property. Tenant leases and agrees to take Leased Premises "as is," except as otherwise provided in this Lease. Parking shall

be under separate agreements in the forms attached hereto as **Exhibit C** (with respect to ten (10) undesignated spaces) and **Exhibit D** (with respect to five (5) designated spaces). The foregoing notwithstanding, the parties agree to negotiate in good faith to determine if the parking lot can be reconfigured such that the five (5) designated spaces would be located outside of the secured parking lot and accessible by Tenant's customers without having to pass through the gate or other security. Any such modification shall be mutually-agreeable to the parties in their reasonable business judgment. In such event, the parking agreement attached as Exhibit D shall be modified accordingly.

- (b) After the configuration and size of the entrance lobby to the Building has been determined, Landlord shall cause its architect, Mark Mueller Architects, to calculate the rentable square footage of the Exclusive Premises, exclusive of Common Areas and consistent with standards promulgated by the Building Operators and Managers Association (BOMA), and Landlord shall deliver to Tenant the calculations. Said calculations shall be deemed approved by Tenant, unless Tenant notifies Landlord of any objections thereto within ten (10) days after receipt of the calculations. If Tenant notifies Landlord of its objections within said ten (10) day period, Landlord and Tenant, and their respective representatives, shall meet within three (3) business days after Landlord's receipt of Tenant's objection notice to negotiate in good faith the calculations; said calculations, as approved by Landlord and Tenant, shall be deemed final. In the event the rentable square footage of the Exclusive Premises is less than or more than 9,723 rentable square feet, the Base Rent and the Tenant Improvement Allowance (as set forth in Section 10(d)) shall be adjusted accordingly.
3. **TERM.** Tenant shall have and hold the Leased Premises for the Initial Term of **fifteen (15) years**, commencing February 1, 2015 (hereinafter "Commencement Date"), and terminating on January 31, 2030 (hereinafter "Termination Date") unless (i) it is extended as provided in Section 5 hereof or (ii) otherwise expires, terminates or is cancelled at an earlier date pursuant to any of the terms, conditions, covenants or other provisions of this Lease, by operation of law, or by order of a court of competent jurisdiction.
4. **CANCELLATION.** Tenant shall have a one-time option to cancel this Lease effective January 31, 2025 (hereinafter "Cancellation Date"). Tenant shall provide Landlord with written notice not less than nine (9) months prior to the Cancellation Date informing Landlord of its election to exercise its option under this Section. In the event Tenant elects to exercise the option granted under this Section, Tenant shall pay to Landlord the Cancellation Fee (as herein defined) within thirty (30) days after the date on which such notice is given by Tenant. Notwithstanding Section 2 of this Lease, any separate agreement between Tenant and Landlord for parking is incorporated herein by reference for the sole purpose for determining unamortized amounts under this Section. Landlord's Work Cost (as defined in Section 10(c)) and the Tenant Improvement Allowance shall be added together and amortized on a straight line basis, without interest, over the Initial Term, and the unamortized amount thereof as of the Cancellation Date shall be deemed the "Cancellation Fee." On or before the thirtieth (30th) day after the Commencement Date, Landlord shall submit to Tenant the calculation of the Cancellation Fee; said calculation shall be deemed approved by Tenant, unless Tenant notifies Landlord of any objections thereto within ten (10) days after receipt of the

calculation. If Tenant notifies Landlord of its objections within said ten (10) day period, Landlord and Tenant, and their respective representatives, shall meet within three (3) business days after Landlord's receipt of Tenant's objection notice to negotiate in good faith the calculation; said calculation, as approved by Landlord and Tenant, shall be deemed final.

5. EXTENSION. Tenant shall have the option to extend this Lease for **one (1) additional five (5) year** period (hereinafter "Renewal Term") commencing on expiration of the Initial Term. If Tenant desires to exercise its option to extend this Lease for the Renewal Term, Tenant shall give Landlord written notice of Tenant's exercise of Tenant's renewal option not less than 9 months prior to the expiration of the Initial Term. Tenant's right to extend shall automatically terminate if the notice is not provided as required herein in a timely fashion. Tenant's exercise of said option shall only be valid if, at both the time of giving said notice and the expiration of the Initial Term, Tenant shall not be in default of any of the provisions or terms of this Lease beyond applicable notice and cure periods, if any. In the event of any extension of this Lease, all terms and provisions of this Lease shall remain applicable except for this Section which is applicable only to the Initial Term. The Base Rent for the Renewal Term shall be the fair market value of the Leased Premises, as determined pursuant to the provisions set forth on Exhibit B attached hereto.

6. BASE RENT

Beginning on the Commencement Date, Tenant shall pay the following amounts as Base Rent according to the following schedule:

For the first through fifth lease years, commencing upon the Commencement Date	\$116,676.00/year
Payable in equal monthly installments of:	\$9,723.00
For the sixth through tenth lease years,	\$126,399.00/year
Payable in equal monthly installments of:	\$10,533.25
For the eleventh through fifteenth lease years,	\$136,122.00/year
Payable in equal monthly installments of:	\$11,343.50

Each monthly installment is due in advance on the first day of each month at such place as is designated by Landlord and is due to Landlord without any defense, abatement, deduction or set-off for any reason except as may be expressly provided for in this Lease.

7. ADDITIONAL RENT

- (a) Tenant shall pay to Landlord Additional Rent equal to the Tenant's Proportional Share of the Property's Operating Expenses, also known as Common Area Maintenance ("CAM") expenses. Operating Expenses may include, but are not limited to:
- (i) Landlord's cost in repairing or maintaining the roof, roof membrane, exterior walls, exterior windows, and exterior doors of the Property;

- (ii) All real estate taxes or taxes in lieu thereof or in addition thereto imposed by the City of Portland or other taxing authority on the Property;
- (iii) Landlord's costs in maintaining the outside paved areas, walkways, landscaping, and other Common Areas;
- (iv) Landlord's annual cost of insurance insuring against fire and extended coverage, including all risk coverage and all other insurance including, but not limited to, earthquake, flood, and/or Act of God, rental value insurance against loss of rents in an amount equal to the amount of rent for a period of at least six months, but not more than twelve months, commencing on the date of loss;
- (v) Intentionally omitted;
- (vi) Landlord's cost of preventative maintenance and repair contracts including, but not limited to, contracts for elevator systems and HVAC systems, lifts for disabled persons, and/or trash or refuse collection;
- (vii) Landlord's cost of security and fire protection services to the Property;
- (viii) Landlord's expense for retention of a property management company or Landlord's reasonable fee, not to exceed five (5%) percent of the Property's Base Rents and Additional Rents, for managing the Property itself;
- (ix) Landlord's cost of supplies, equipment, rental equipment, and other similar items used in the operation and/or maintenance of the Property;
- (x) Landlord's cost of repairs and maintenance required of Landlord under this Lease, including janitorial services for Common Areas and costs of cleaning windows; and
- (xi) Landlord's cost of utilities for the Common Areas.

This list is for illustrative purposes only and is not exhaustive of all Operating Expenses. Landlord does not represent that any of the above actions will be taken and Landlord may, in its sole and absolute discretion, begin or discontinue any of the services or activities chargeable to Tenant as Operating Expenses.

Supplementing the foregoing, (A) to the extent any person whose wage, salary, fringe benefits and taxes (payroll and workers' compensation, etc.) are included in the Operating Expenses does not devote his/her entire time to the Property, then said wage, salary, fringe benefits and other items shall be included only in proportion to the amount of time spent with respect to the Property, (B) if any service is provided by an affiliate or subsidiary of Landlord or the managing agent, the cost included in the Operating Expenses for such service shall not exceed the reasonable and customary cost charged by an independent third party performing the same services, (C) if any expenditure or cost for any alteration, replacement or improvement performed by Landlord is considered capital in nature under generally accepted accounting principles, then such expenditure or cost shall be excluded from the Operating Expenses, and (D) if any cost or expense payable by Landlord under any preventative maintenance and repair contracts would be excluded if such cost or expense was incurred by Landlord, then such cost or expense shall be excluded from the Operating Expenses.

Notwithstanding anything to the contrary set forth above, the following costs shall not be included as part of the Operating Expenses: (A) any charges for Landlord's executive or management personnel; (B) any charges for depreciation or amortization; (C) any costs

for which Landlord is or is to be reimbursed by proceeds of insurance or condemnation or by any other third party source, other than payments by other tenants on account of the Operating Expenses; (D) any charges for Landlord's general administration or overhead; (E) all costs of leasing, including attorneys' fees, leasing commissions, space planning, buy-outs, contributions and tenant improvement expenses, and all expenses incurred by Landlord to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants; (F) all interest, principal, points, fees and other costs associated with any debt encumbering all or any portion of the Property, (G) all rent payable under any lease to which this Lease is subject; (H) all expenses relating to the replacement of any item covered under warranty; (I) any penalty or fine incurred by Landlord; (J) any interest or penalties assessed against Landlord for late payment by Landlord of any of the Operating Expenses; (K) salaries of Landlord's employees above the grade of building superintendent or building manager; (L) reserves; (M) cost of sculptures, paintings and other objects of art; (N) repair and/or replacement of any construction defects or design defects in the Building or any other improvement on the Property; (O) advertising, marketing and promotional expenses; (P) Landlord's legal fees; (Q) payments under capital equipment leases; (R) the cost of cleanup/remediation of any hazardous waste or hazardous substance, and all other costs of complying with any environmental law, ordinance, regulation, decree or order; (S) all costs and expenses relating to compliance with any other applicable law, statute, ordinance or other regulation or requirement; and (T) costs of repairs attributable to a fire or other casualty or to a condemnation, other than those costs equal to the insurance deductible.

- (b) Landlord shall estimate the total Operating Expenses on an annual basis and shall invoice Tenant in equal monthly installments. Any estimated charges shall be considered Additional Rent. Within ninety (90) days after the end of each calendar year, Landlord shall provide to Tenant a written statement of the actual CAM expenses for such lease year (hereinafter "Annual CAM Statement"). Within thirty (30) days of Tenant's receipt of the Annual CAM Statement, Tenant shall pay to Landlord any shortage unpaid by Tenant, or Landlord shall refund to Tenant any overage paid by Tenant. Tenant may elect, within sixty (60) days of receipt of the Annual CAM Statement, to conduct an audit of Landlord's records of Operating Expenses and no shortage in Additional Rent due for the prior lease year shall be paid until Tenant completes such audit. In such event, Landlord shall reasonably cooperate with Tenant and its representative and shall provide Tenant and its representative with reasonable access to all documentation and information reasonably required by Tenant or its representative to conduct such audit. If such audit shows that the amount Landlord charged Tenant for Operating Expenses was greater than the amount Tenant was obligated to pay, then, unless Landlord reasonably contests the results of the audit, Landlord shall refund the excess amount to Tenant within thirty (30) days after Landlord receives a copy of the audit. If the audit shows that the amount Landlord charged Tenant for Operating Expenses is less than the amount Tenant was obligated to pay, then Tenant shall pay to Landlord, as Additional Rent, the difference between the amount Tenant paid and the amount stated in the examination report within thirty (30) days after Landlord receives a copy of the audit.

- (c) Additional Rent shall be due and payable within thirty (30) days after Tenant receives written notice from Landlord. If said Additional Rent is not paid when due, it shall be collectable with the next required installment of Base Rent, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or limit any other right or remedy of Landlord.
 - (d) In the event this lease does not terminate, expire, or is otherwise cancelled on the final day of a calendar year, there shall be a final CAM accounting. Landlord shall calculate the total Operating Expenses of the then-current calendar year as of the date of lease expiration. Tenant shall pay to Landlord as Additional Rent Tenant's Proportional Share of such Operating Expenses, less amounts already paid by Tenant under Subsection (b), provided that, if such resulting number is negative, Landlord shall remit to Tenant any overpayment. In the event amounts of known Operating Expenses, including electricity and gas, have not been provided by vendors at the time of lease termination, Landlord may elect to use the immediate prior bill as an estimate which shall be deemed the actual amount for purposes of this Subsection.
 - (e) Notwithstanding any other provision of this agreement, Tenant shall begin to pay Landlord Additional Rent on the Commencement Date.
 - (f) If Landlord shall receive any refund of real estate taxes or taxes in lieu thereof or in addition thereto, and if the Operating Expenses paid by Tenant for such lease year included the such real estate taxes or taxes in lieu thereof or in addition thereto, then Landlord shall deduct from such tax refund any expenses, including, but not limited to, attorney's fees, appraisal fees and tax consultant fees, incurred in obtaining such tax refund, and out of the remaining balance of such tax refund, Landlord shall credit Tenant's Proportionate Share of such refund against the next accruing monthly installments(s) of Additional Rent. If Landlord prevails in its contest, then any reasonable expenses incurred by Landlord in contesting the validity or the amount of the assessed valuation of the Property or any real estate taxes or payments in lieu thereof or in addition thereto, to the extent not offset by a tax refund, shall be included as an item of Operating Expenses for the lease year in which such contest shall be finally determined for the purpose of computing the Additional Rent due Landlord or any credit due to Tenant hereunder.
8. LATE CHARGE. If Tenant fails to pay Landlord any Rent due under this Lease by the tenth (10th) day of the month in which such amount is due a late charge of four (4%) percent of the amount shall be added to the amount due.
9. UTILITIES.
- (a) Water and Sewer: Landlord shall provide water and sewer service to the Leased Premises for Tenant's use consistent with ordinary and necessary requirements of general office operations and retail banking. Such charges shall be considered an Operating Expense. In the event Landlord reasonably determines that Tenant's water and sewer use

is excessive for general office operations and retail banking, Landlord may elect to install a meter at Landlord's expense to measure such service and Tenant shall pay, either directly to the service provider and/or as Additional Rent to Landlord, all water and sewer charges as reflected on the meter. Tenant shall maintain any such meter in good working order.

- (b) HVAC, Electricity: Tenant shall pay for all electricity, oil, natural gas, heat, air conditioning, and other utilities used or consumed by Tenant in the Leased Premises. Such utilities shall be separately metered to determine Tenant's actual usage. In the event such meter fails or actual usage is unable to be reasonably determined, Tenant shall pay for such services as an Operating Expense.
- (c) Landlord's services: Landlord shall supply (i) hot and cold water at all times to any lavatories, kitchens, coffee stations and water fountains within or serving the Exclusive Premises; (ii) heat, ventilation and air conditioning to the Exclusive Premises and to the interior Common Areas serving the Exclusive Premises during normal business hours as and when reasonably required to maintain therein reasonably comfortable temperatures consistent with temperatures maintained in other comparable buildings in Portland, Maine area; (iii) janitorial services for the Common Areas consistent with janitorial services provided to common areas in other comparable buildings in the Portland, Maine area; (iv) exterior window cleaning at least twice a lease year; (v) sufficient light to reasonably illuminate the Common Areas and the parking areas; and (vi) snow and ice removal from the sidewalks and the parking lot adjacent to the Building.
- (d) Other: Tenant may, in its sole discretion and at its sole expense, select a janitorial service, telecommunications, and security system provider or providers to serve Tenant's needs in the Exclusive Premises. Landlord shall provide to such providers reasonable access to the Property and Exclusive Premises.
- (e) Keys: The Building shall be equipped with a lock and key system to restrict access to the Building after normal business hours. Landlord agrees to provide Tenant with a number of keys equal to the number of permanent employees Tenant expects to work at the Building, which shall be free of charge; any replacement keys or new keys shall require payment of Landlord's reasonable cost in providing the keys. Tenant may, at Tenant's expense, install a controlled access system for the Exclusive Premises. Subject to Landlord's reasonable approval, Tenant may install access points compatible with any such controlled access system at secured exterior doors leading to Common Areas, provided that such system does not interfere with the access of other tenants or the Landlord to the Building.
- (f) Access: Tenant shall have access to the Exclusive Premises twenty-four (24) hours a day, seven (7) days a week.

10. REPAIRS AND MAINTENANCE.

- (a) Tenant shall be responsible for the janitorial services for the Exclusive Premises and for the maintenance and routine, non-structural repairs to the interior of the Exclusive Premises (the ceiling, the lights, the interior walls and the floor coverings, such as wood, tile and carpeting), and Tenant shall at all times keep such portions of the Exclusive Premises in good order, condition, and repair, excepting ordinary wear and tear and damage by fire or other casualty or by condemnation.
- (b) Landlord shall be responsible for the maintenance (which shall include routine painting and caulking) and for all repairs and replacements to (i) all Common Areas, (ii) all building systems (including, without limitation, mechanical, plumbing, electrical, fire and security systems) located within the Building (including the components of those systems located within and servicing the Exclusive Premises), other than any equipment or system installed by Tenant that services exclusively the Exclusive Premises, (iii) the elevator, and (iv) the foundation, the bearing walls, the structural columns and beams, the exterior walls, the exterior windows, and the roof of the Building, and Landlord shall at all times keeps such portions of the Property in good order, condition and repair, excepting ordinary wear and tear.
- (c) Landlord shall do the following work, at Landlord's expense: reconfigure the lobby of the building to relocate the handicap ramp ("Landlord's Work") substantially as shown on **Exhibit A** (the "Floor Plan") so that it shall run to the right of the entranceway on Pearl Street and around the stairwell and be as minimally obtrusive as possible to the lobby layout. Landlord agrees to cooperate and work with Tenant in this regard in the reconfiguration of the ramp . Within thirty (30) days after the completion of Landlord's Work and Landlord's receipt of all invoices for costs thereof, Landlord shall submit to Tenant a reasonably detailed statement setting forth the out-of-pocket costs incurred by Landlord with respect to Landlord's Work. Said statement shall be deemed approved by Tenant, unless Tenant notifies Landlord of any objections thereto within ten (10) days after receipt of the statement. If Tenant notifies Landlord of its objections within said ten (10) day period, Landlord and Tenant, and their respective representatives, shall meet within three (3) business days after Landlord's receipt of Tenant's objection notice to negotiate in good faith the objections; the out-of-pocket costs, as approved by Landlord and Tenant, shall be deemed final and are hereinafter referred to as "Landlord's Work Costs".
- (d) Landlord shall deliver the Exclusive Premises "as-is" and provide Tenant with an allowance (the "Tenant Improvement Allowance") of \$243,075.00 (\$25.00 per rentable square foot) to be spent by Tenant for all "hard" costs and "soft" costs (including, without limitation, design and management fees, demolition, Tenant's trade fixtures and Tenant's furniture) incurred by Tenant in connection with Tenant's improvements to the Exclusive Premises. Tenant may elect, at Tenant's expense, to conduct additional improvements. Anything to the contrary herein notwithstanding, any delay in the substantial completion of the initial improvements being managed by Landlord shall result in a day for day delay in the Commencement Date in Section 3 hereof, provided that Tenant provides Landlord with final construction plans within 30 days of the date hereof. In the event any delay in

delivery of such plans by Tenant occurs, Landlord shall have a corresponding grace period day for day to be set off against the day for day delay in the Commencement Date.

On behalf of Tenant, Landlord shall manage any initial improvements to the Exclusive Premises to prepare the same for Tenant's occupancy. If Tenant allows Landlord to elect to utilize a prime contractor of Landlord's choice with negotiated "open-book" management, Landlord shall charge no management fee. If Tenant requires competitive bids from multiple prime contractors, Landlord shall charge a management fee of two (2%) percent of the total work cost. All costs for such improvements managed by Landlord shall be paid first from the Tenant Improvement Allowance. In the event costs exceed the amount of the Tenant Improvement Allowance, Landlord shall invoice Tenant for such costs actually incurred, provided Landlord may not invoice Tenant more than once per calendar month. Tenant agrees to pay Landlord within fifteen (15) days of receipt of such invoice. If Tenant fails to pay such invoice within fifteen (15) days, Landlord may charge interest to Tenant on the unpaid amount at the rate of ten (10%) percent per annum from the fifteenth (15th) day until the date that such invoice is paid, inclusive. Tenant shall have the right to review Landlord's records as to actual costs of work completed under this subsection, including records of the prime contractor under such agreement as Landlord may have with such prime contractor.

Landlord shall keep a separate accounting of the costs and expenses incurred in connection with the demolition of the existing improvements in the Exclusive Premises (such costs and expenses being hereinafter referred to as the "Demolition Costs"). If the Demolition Costs exceed \$2.00 per rentable square foot (\$19,446.00 based on 9,723 rentable square feet), then Landlord agrees to reimburse Tenant for fifty percent (50%) of the amount by which the Demolition Costs exceed \$2.00 per rentable square foot. Such reimbursement shall be made within thirty (30) days after the demolition is completed.

- (e) At the expiration or other termination of the term hereof, Tenant shall surrender the Exclusive Premises in generally the same condition as the Exclusive Premises were in upon delivery of possession thereto under this Lease, ordinary wear and tear and damage by fire or other casualty and by condemnation excepted, and shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Exclusive Premises. Tenant shall remove any fixtures, alterations, or improvements constructed by or for Tenant before surrendering the Exclusive Premises as aforesaid and shall repair any damage to the Leased Premises and/or the Building caused thereby, except that Tenant shall not be required to remove any fixtures, alterations, or improvements which Tenant constructed or installed in the Exclusive Premises in connection with the preparation of the same for Tenant's occupancy (collectively, the "Initial Alterations") other than any exterior signs, any vault and any ATM installed by or for Tenant, and except that Tenant shall not be required to remove those fixtures, alterations or improvements which Tenant is required to leave at the Exclusive Premises pursuant to this Lease or any subsequent agreement between Landlord and Tenant. Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of the term of this Lease.

11. SIGNS, FIXTURES, ALTERATIONS

- (a) Tenant shall not make or cause to be made any alterations, additions, or improvements to the Exclusive Premises or to install or cause to be installed any trade fixtures, signs, floor coverings, or lighting or plumbing fixtures without first obtaining Landlord's written approval and consent, which approval and consent shall not be unreasonably withheld, delayed or conditioned; provided, however, Tenant may paint the interior walls, install wallpaper on the interior walls, install carpeting and make other such "cosmetic" alterations without obtaining Landlord's prior written approval and consent.

By its execution of this Lease, Landlord hereby acknowledges and agrees that Tenant may install a vault within the Exclusive Premises and that Tenant may install up to two (2) ATMs, one of which may be located in the entrance lobby or in the exterior wall of the Building; provided, however, the plans and specifications for such work are subject to Landlord's review and consent, which consent shall not be unreasonably withheld, delayed or conditioned.

By its execution of this Lease, Landlord hereby approves the Floor Plan, which shows the configuration and layout of the Exclusive Premises, as desired by Tenant, including, without limitation, the removal of a non-structural portion of the brick wall separating the retail banking area from the rest of the Exclusive Premises in order to expand the access and visibility between said areas; provided, however, the plans and specifications for such work are subject to Landlord's review and consent, which consent shall not be unreasonably withheld, delayed or conditioned.

Any signs approved by Landlord shall be erected and maintained by the Tenant at Tenant's sole expense and Tenant's sole responsibility for full compliance with all laws, ordinances and regulations of the United States, State of Maine, City of Portland and Board of Fire Underwriters applicable thereto. By its execution of this Lease, Landlord hereby acknowledges and agrees that Tenant may install two (2) identification signs at the top of the Building (1 sign facing Pearl Street and 1 sign facing Middle Street) and one (1) identification sign above the retail area. Such signage shall be the dominant signage on the Building. No other new signage shall be permitted on the exterior of the Building above the fourth floor absent the prior written consent of the Tenant. . Tenant's signage shall comply with applicable zoning and other legal requirements. .

- (b) If, at the expiration or other termination of this Lease, Tenant fails to restore the Exclusive Premises as required by Section 10(e), then, upon the expiration or other termination of this Lease and upon Tenant's removal from the Leased Premises, all said signs, fixtures, alterations, additions, and improvements shall, at the option of the Landlord, (i) become the property of the Landlord or (ii) be removed and stored or destroyed, if appropriate, in their entirety or any part thereof at Tenant's sole cost and expense.

(c) Tenant shall promptly pay all contractors and materialmen for which it is responsible so as to minimize the possibility of a lien attaching to the Leased Premises. Should any lien be made or filed, Tenant shall bond against or discharge the same within thirty (30) days after notice of the lien is received by Tenant or written request by Landlord, whichever first occurs.

12. LANDLORD'S ACCESS. Upon reasonable prior notice, Landlord shall have reasonable access to the Leased Premises for the purpose of examining the same, or to perform any repairs or maintenance deemed necessary by Landlord, or to show the Property to prospective purchasers, but the performance of such repairs, maintenance, examination, or showing shall not unduly interfere with the Tenant's use of the Leased Premises nor the conduct of Tenant's business thereon. During the last nine (9) months of the term of this Lease or any extension or renewal thereof, Landlord shall have the right to show the Leased Premises to prospective tenants during normal business hours upon reasonable prior notice to Tenant. Nothing in this Section shall be construed to limit Landlord's access if Landlord, in its reasonable commercial judgment, believes an emergency situation, including fire, flooding, burst pipes, or structural failures, requires immediate access to protect the Property. Supplementing the foregoing, so long as Tenant is using the Exclusive Premises for retail banking, Landlord agrees to comply with the security procedures adopted by Tenant from time to time in connection with such access.

13. ASSIGNMENT AND SUBLETTING

(a) Except as expressly provided in this Section 13, Tenant agrees not to assign, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Exclusive Premises, in whole or in part, or permit the same or any portion thereof to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law, without the prior written consent of Landlord in each instance, provided, however that Landlord's consent shall not be unreasonably withheld, delayed or conditioned. In the event Landlord fails to notify Tenant of its decision within thirty (30) days after Landlord's receipt of Tenant's request for consent, then Landlord shall be deemed to have consented thereto. If this Lease is assigned or transferred or if all or any part of the Leased Premises are sublet or occupied by anyone other than Tenant, without first complying with the provisions of this Section 13, then Landlord may, after default by Tenant, collect rent (including Base Rent and Additional Rent) from the assignee, transferee, subtenant or occupant and apply the net amount collected to the rent reserved herein, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any agreement, term, covenant or condition hereof, or of the acceptance of the assignee, transferee, subtenant or occupancy as Tenant, or a release of Tenant from the performance or further performance by Tenant of the agreements, terms, covenants and conditions hereof. The consent by Landlord to an assignment, mortgage, pledge, encumbrance, transfer or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment, mortgage, pledge, encumbrance, transfer, or subletting. In the event of any assignment, mortgage, pledge, encumbrance, transfer, or subletting which is approved by Landlord

hereunder, Tenant shall nevertheless remain liable under all of the agreements, terms, covenants, and conditions hereof.

- (b) Subject to the rights of the holder of any mortgage on the fee, Tenant hereby assigns to Landlord all of its right, title, and interest in and to all present and future subleases and all rents (including Base Rent and Additional Rent) due and to become due thereunder. In the event of any default or breach of this Lease, Landlord shall apply any net amount collected by it from subtenants to the net rent or additional rent due hereunder. In the event of the failure of any subtenant to pay subrent to Landlord pursuant to the foregoing assignment after the happening of any such event of default or breach of this Lease, any such rent thereafter collected by Tenant shall constitute a trust fund for the benefit of Landlord.
- (c) Tenant shall not directly or indirectly collect or accept any payment of rent (other than Additional Rent) under any sublease more than one month in advance of the date when the same shall become due, except that, in case of a sublease where the sublessor thereunder is required to make subtenant changes or alterations at such sublessor's expense, such sublessor may collect rent in advance for an amount not in excess of one year's rent or the estimated cost of the work, whichever is less. Any sublease may require the subtenant thereunder to make a rent security deposit in an amount not exceeding ten (10%) percent of the aggregate subrent reserved for the term of such sublease.
- (d) Notwithstanding anything to the contrary contained in this Section 13 or elsewhere in this Lease, Tenant shall be entitled to assign this Lease or sublease the Exclusive Premises without the Landlord's prior written consent in connection with an assignment of this Lease or a sublease of all or any portion of the Exclusive Premises to a corporation or other entity which is (i) a parent, subsidiary, affiliate or other entity controlling, controlled by or under common control with, Tenant, or (ii) a successor entity which is the result of a reorganization of Tenant or is the surviving corporation or entity following a consolidation, merger or other corporate restructuring of Tenant, provided that Landlord is provided reasonable notice of any such assignment under this subsection.
- (e) Notwithstanding anything to the contrary contained herein, Landlord shall have the discretion to refuse to consent to any proposed sublease which impairs or tend to impair the character, reputation, or appearance of the Property, provided that such discretion shall be exercised on a reasonable basis. The provisions of this Section are intended to be in furtherance, and not in limitation, of the grounds upon which Landlord may refuse to consent to a proposed sublease.

14. INSURANCE AND INDEMNITY

- (a) Tenant shall, during the term hereof, keep in full force and effect a policy of commercial liability insurance with respect to the Leased Premises and the business operated with respect to the Leased Premises and the business operated by Tenant in the Exclusive Premises insuring Tenant as a named insured and naming Landlord as an additional insured against all claims and demands for any personal injury to or death of any person

and damage to or destruction or loss of property which may have or be claimed to have occurred on the Leased Premises with an aggregate limit of not less than **Two Million (\$2,000,000.00)** Dollars, which policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days prior written notice. Tenant shall provide evidence of all insurance required hereunder to Landlord upon Landlord's request.

- (b) Tenant shall provide, at its sole expense and throughout the term of this Lease, special form (all risk) insurance, or fire and extended coverage insurance, in amounts sufficient to cover any and all losses which might be incurred through the damage or destruction of furniture, equipment, machinery, and personal property not owned by Landlord kept on the Leased Premises.
- (c) Landlord shall obtain and maintain throughout the term of this Lease property insurance insuring the Property at replacement cost, against loss or damage resulting from perils commonly insured against under the special form, so-called "all risk" policy of insurance, or such equivalent insurance as may be available from time to time.
- (d) Notwithstanding anything in this Lease to the contrary, Landlord and Tenant each hereby waive any and all rights of recovery, claim, action, or cause of action against the other for any loss or damage that may occur to the Property or any improvements thereto, or any personal property of Landlord or Tenant, arising from any cause that (a) would be insured against under the terms of any special form (all risk) property insurance or (b) is insured against under the terms of any property insurance actually carried, regardless of whether it is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of the claim, including, but not limited to, the negligence of a party or that party's agents, officers, employees, or contractors.
- (e) Tenant shall indemnify Landlord and hold and save it harmless from and against any and all claims, actions, damages, liability, and expense, including attorney's fees, in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof.

15. **CONDUCT OF BUSINESS BY TENANT.** Tenant shall use the Exclusive Premises solely for activities consistent with **general office operations and retail banking**. Tenant shall not permit any business to be operated in or from the Exclusive Premises by any concessionaire or licensee. Tenant shall not keep within the Exclusive Premises any article of dangerous, flammable, or explosive character (beyond reasonable commercial amounts necessary as accessory to the primary use) which increases the danger of fire or other casualty upon the Leased Premises, or which would be deemed "hazardous" or "extra-hazardous" by any responsible insurance company. The Tenant shall conduct its business in such a manner as will not unreasonably interfere with or disturb any other Building tenant in the conduct of its business, or the Landlord in the reasonable management of the Building. The sidewalks, entrances, corridors, and halls shall not be obstructed or encumbered by the Tenant or used

for any purpose other than ingress or egress to and from the Leased Premises without written permission of the Landlord.

16. **GOVERNMENTAL REGULATIONS.** Tenant shall faithfully observe all municipal and county ordinances and state and federal statutes, rules, and regulations now in force or which may hereafter be in force which are applicable to its use of the Leased Premises.

17. **FIRE, CASUALTY, OR EMINENT DOMAIN.** If all or a substantial portion of the Leased Premises shall be destroyed or damaged by fire or other casualty, or shall be taken by exercise of the power of eminent domain or by private purchase in lieu thereof, then this Lease and the term hereof shall terminate. If less than a substantial portion of the Leased Premises shall be destroyed or damaged by fire or other casualty, or shall be taken by the exercise of the power of eminent domain or by private purchase in lieu thereof, then Landlord shall restore the Leased Premises, or what may remain thereof after such casualty or taking, within a reasonable period to the same condition they were in prior to such damage, destruction or taking, and all Base Rent and Additional Rent shall be equitable abated during the period from the date of such damage or taking and the date of the completion of the restoration by Landlord. If such restoration shall not be completed within ninety (90) days after the date of such damage, destruction or taking, then Tenant shall have the right to terminate this Lease, unless such completion shall be delayed by reason of strikes, lock-outs, labor troubles, unanticipated inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, terrorism, war or other reason beyond Landlord's control. In the event of condemnation, Tenant shall have no claim against the Landlord nor the condemning authority for the value of any unexpired term of this Lease, provided, however, that Tenant shall have the right to claim and recover from the condemning authority such compensation or damages as may be separately awarded to or recoverable by Tenant, or fairly attributable to Tenant on account of any and all damage to Tenant's leasehold improvements or fixtures by reason of the condemnation and for or on account of any cost or loss suffered by Tenant in removing Tenant's furniture, fixtures, leasehold improvements, and equipment.

18. **DEFAULT**

- (a) (i) any failure of Tenant to pay any Rent when due hereunder if Tenant has not cured such failure within ten (10) days after receipt of written notice of such default (provided, however, Landlord is not obligated to give, nor is Tenant entitled to receive, more than two (2) such default notices during any lease year; and provided, further, after two (2) default notices have been given during any lease year, a default shall be deemed to have occurred if such payment is not made within ten (10) days after the due date of such Base Rent or Additional Rent); or
- (ii) any failure of the Tenant to perform any other of the terms, conditions, covenants, or other provisions of this Lease to be observed or performed by Tenant, if Tenant has not cured or commenced to cure such failure within thirty (30) days after receipt of written notice of such default; or

- (iii) if Tenant shall become bankrupt or insolvent, or file any debtor proceeding or have taken against Tenant in any court pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement; or
- (iv) if Tenant shall suffer this Lease to be taken under any writ of execution;

then Landlord, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored at the cost of and for the account of Tenant, all without service or notice or resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord shall be entitled to evict Tenant by civil action.

- (b) In the event of re-entry by Landlord under Subsection (a), Landlord shall use reasonable diligence, at the expense of Tenant, in finding another tenant for the Exclusive Premises in order to mitigate damages. No such re-entry or taking possession of the Exclusive Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Should the Lease be terminated, in addition to other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of the breach under which this Lease is terminated, including the cost of recovering the Leased Premises, reasonable attorneys' fees and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, discounted to present value (using a discount rate equal to the Wall Street Journal Prime Rate) all of which amounts shall be immediately due and payable from Tenant to Landlord.

19. QUIET ENJOYMENT. Subject to the terms and conditions of this Lease, Tenant may have and enjoy the Leased Premises free from hindrance by Landlord.

20. ESTOPPEL CERTIFICATE; ATTORNMENT

- (a) Within twenty (20) days after a request therefor by Landlord in connection with the sale of the Property, in whole or in part, by Landlord or a refinancing of the Property by Landlord, an estoppel certificate shall be required from Tenant. Tenant agrees to deliver said certificate to any proposed mortgagee or purchaser, and/or to Landlord, certifying if true that this Lease is in full force and effect and that, to Tenant's knowledge, without any independent investigation, there are no defaults or defenses thereto or stating those claimed by Tenant, and/or providing any additional reasonably requested information regarding this Lease. Within twenty (20) days after a request therefor by Tenant in connection with an assignment of this Lease or a sublease of all or any portion of the Exclusive Premises by Tenant, an estoppel certificate shall be required from Landlord.

Landlord agrees to deliver said certificate to any proposed assignee or subtenant, and/or to Tenant, certifying if true that this Lease is in full force and effect and that, to Landlord's knowledge, without any independent investigation, there are no defaults or defenses thereto or stating those claimed by Landlord, and/or providing any additional reasonably requested information regarding this Lease.

- (b) Upon request of Landlord, Tenant shall subordinate its right hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, provided, however, that the subordination of this Lease to any such mortgagee shall, in any event, be subject to the delivery to Tenant of such mortgagee's written agreement, in form and substance reasonably acceptable to Tenant and its counsel, providing that, for so long as Tenant shall not be in default hereunder beyond applicable notice and cure periods, such mortgagee shall fully recognize Tenant's rights and remedies under this Lease, and to permit quiet enjoyment by Tenant in the event of entry, foreclosure or sale in lieu of foreclosure. Concurrent with the execution of this Lease, any current holders of a mortgage or mortgages, or other interests superior to this Lease, shall also execute and deliver such agreements to Tenant. Tenant shall, in the event any proceedings are brought for the foreclosure or the exercise of the power of sale of any mortgage made by Landlord covering the Leased Premises or in the event of a sale in lieu of foreclosure to the mortgagee or any purchaser, upon any such foreclosure or sale and such mortgagee or purchaser assuming this Lease, recognize such mortgagee or purchaser as Landlord hereunder, and no sale for the purpose of foreclosing the Property, or repossessing or other action pursuant to said mortgage or other security indenture, shall be regarded as an eviction of Tenant or its successors, constructive or otherwise, or give the Tenant or any successor of the Tenant any rights to terminate this Lease, provided that such mortgagee or purchaser shall be subject to the above-mentioned commitment and agreement.

21. **LIABILITY FOR CASUALTY.** Landlord shall not be liable for any injury or damage to Tenant's property resulting from fire, explosion, falling objects, steam, gas, electricity, water, rain or snow, or leaks from any part of said building or from the roof, street or subsurface or from any other cause of any nature. Landlord shall not be liable for any such damage to Tenant's property caused by other tenants or persons in the building or caused by constructions operations of any public, quasi-public, or private work; nor shall Landlord be liable for any latent defect in the Leased Premises or in the building. Tenant shall give reasonably prompt notice to Landlord in case of fire or accident in the Leased Premises or of defects therein.
22. **LIMITATION OF LANDLORD'S LIABILITY.** Tenant shall neither assert nor seek to enforce any claim (except injunctive relief where appropriate) for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Property and in the rents, issues and profits thereof and in any insurance or condemnation proceeds payable with respect to the Property. Tenant agrees to look solely to such interest for the satisfaction of any liability of Landlord under the Lease. In no event shall Landlord's officers, trustees, directors, partners, partners in partners, beneficiaries, joint venturers, members, stockholders, or other principals or representatives, whether disclosed or undisclosed, ever be personally

liable for any such liability or ever be liable for damages, whether direct, consequential, punitive, or otherwise.


23. EXCULPATORY PROVISIONS. The term "Landlord," as used in this Lease, means only the owner for the time being of the Property, so that in the event of any sale or sales of such land, or assignment, transfer, or other conveyance of its rights under this Lease, the said Landlord shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed construed, except as hereinafter stated, without further agreement between the parties or their successors in interest, or between the parties and the purchaser at any such sale, or the successor to the Landlord by reason of any assignment, transfer, or other conveyance of its rights under this Lease, that such purchaser or successor has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder, whether arising before or after such assignment or transfer.
24. SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of Tenant. If more than one party executes this Lease as Tenant, the liability of such parties hereunder shall be joint and several.
25. HOLDOVER. If the Tenant shall remain in possession of the Leased Premises after the expiration of the term of this Lease, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, the provisions of this Lease, including the rental provisions, shall be applicable, except that the Base Rent shall accrue at 150% of the Base Rent due during the last month of the Lease. Landlord or Tenant may terminate any such month-to-month tenancy by giving to the other party thirty (30) days prior written notice.
26. WAIVER. The waiver of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance or rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant or any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted.
27. NOTICE. Unless otherwise provided herein, any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed if to Landlord, 42 Market Street, Portland, ME 04101-5022 or such other address as Landlord may designate by written notice, and if to Tenant, 200 Berkeley Street, 17th Floor, P.O. Box 171679, Boston, MA 02117, to the attention of Legal Department, or to such other address and/or person as Tenant shall designate by written notice.
28. TITLES AND NUMBERS. The Section and Subsection numbers and titles appearing herein are inserted solely for convenience and in no way define, limit, construe or describe the scope or intent of this Lease.

29. SEVERANCE. Should any term or provision of this Lease, or portion thereof be determined invalid or unenforceable under law, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof.
30. LANDLORD AND TENANT. The terms "Landlord" and "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Landlord or Tenant herein, be the same one or more; if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof.
31. ENTIRE AGREEMENT. This instrument contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect.
32. CHOICE OF LAW. This Lease shall be construed according to the laws of the State of Maine and any disputes or actions related to this Lease shall be brought in the trial courts of Cumberland County having jurisdiction over such actions.
33. MEMORANDUM OF LEASE. The parties hereto agree that, upon request by either party, the other shall execute a Memorandum of Lease in the usual form suitable for recording and the parties agree that this Lease shall not be recorded.

IN WITNESS WHEREOF, Landlord and Tenant each have caused this Lease to be signed and sealed as of the Effective Date.

WITNESS

130, LLC ("Landlord")


 By: Michael Cianchette
 Its: Manager

WITNESS

Northeast Bank ("Tenant")


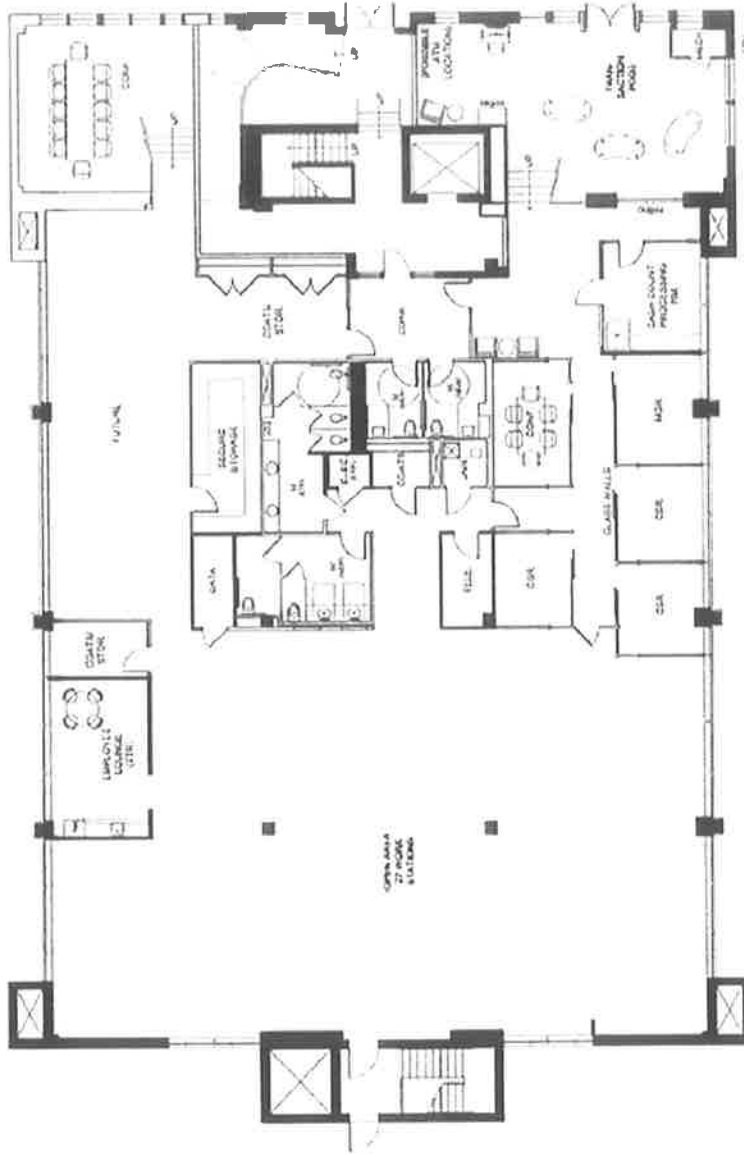

 By: Richard Wayne
 Its: Chief Executive Officer

EXHIBIT A
FLOOR PLAN

Northeast



SCHMATIC FLOOR PLAN
SCALE: 3/16" = 1'-0"

27 PEARL STREET, PORTLAND, MAINE
JUNE 5, 2014

Lobby Renovation
Exclusive Premises (layout does not reflect space as-is)

EXHIBIT B

FAIR MARKET VALUE DETERMINATION

(a) Within thirty (30) days after Landlord's receipt of Tenant's notice exercising its renewal option, Landlord shall notify Tenant of its determination of the fair market rental value of the Exclusive Premises for the Renewal Term.

(b) Tenant shall have the right to object to Landlord's determination of the fair market rental value for the Renewal Term by notice given to Landlord within fifteen (15) days after receipt of Landlord's determination. If Tenant does not exercise its right to object, then Tenant shall be deemed to have approved Landlord's determination. If Tenant does exercise its right to object, then the parties shall meet to negotiate, in good faith, Tenant's objections. If the parties are unable to resolve the dispute within thirty (30) days after Landlord's receipt of Tenant's objection notice, then Tenant shall have the right to either (i) rescind the exercise of its renewal option or (ii) elect to have the fair market rental value of the Exclusive Premises determined pursuant to the provisions of the immediately following paragraph (c). Tenant shall notify Landlord of its decision within three (3) business days after the expiration of said thirty (30) day period; in the event Tenant fails to notify Landlord of its decision within said three (3) business day period, Tenant shall be deemed to have elected to have the fair market rental value determined pursuant to the provisions of paragraph (c).

(c) The phrase "fair market rental value" shall mean the rent generally payable in the general area of Portland, Maine for office space of approximately the same size, level of tenant improvement and condition as the Exclusive Premises in a building comparable to the Building for an equivalent term. Within fifteen (15) business days after the expiration of the aforesaid thirty (30) day dispute resolution period, Landlord and Tenant shall each appoint an appraiser who is a member of the Member Appraisal Institute (MAI) of the American Institute of Real Estate Appraisers. In the event either party fails to so appoint an appraiser on or before the day specified in the preceding sentence, the person appointed as the appraiser may appoint an appraiser to represent the party having failed to appoint an appraiser within ten (10) days after the expiration of such period. The two appraisers appointed in either manner shall then proceed to appraise the Exclusive Premises and determine its fair market rental value. Within thirty (30) days after their appointment, they shall submit their appraisals to Landlord and to Tenant. If the difference between the appraisals is five percent (5%) or less, then the fair market rental value shall be the average of the two (2) appraisals. If the difference between the appraisals is more than five percent (5%), then two (2) appraisers shall select a third appraiser within three (3) business days after the expiration of said thirty (30) day period. In such event, said third appraiser shall appraise the Exclusive Premises within thirty (30) days after his or her appointment to determine its fair market rental value, and shall select the fair market rental value determination that is closest to his/her determination. Landlord and Tenant agree to be bound by the determination of the fair market rental value of the Exclusive Premises by the appraisers. Each party shall be responsible for the fees and disbursements of its appraiser and attorneys, and the parties shall share equally the fees and disbursements of the third (3rd) appraiser.

(d) In the event a final determination of the annual Base Rent has not been made by the commencement of the Renewal Term, then Tenant shall pay to Landlord the Base Rent at the same rate as most recently paid by Tenant. When the annual Base Rent for the Renewal Term has been determined, Tenant shall pay to Landlord, with the next monthly installment of Base Rent due after such determination, an amount equal to the difference between the Base Rent previously paid during the Renewal Term and the amount which would have been payable had the annual Base Rent been made as of the commencement of the Renewal Term.

EXHIBIT C
PARKING RENTAL AGREEMENT
(10 Undesignated Spaces)

This Agreement is by and between **130, LLC** ("Owner"), a Maine limited liability company with a principal place of business at 42 Market Street, Portland, Maine and **Northeast Bank**, a Maine banking corporation with a place of business at 27 Pearl Street, Portland, Maine ("Renter").

WHEREAS, Renter wishes to rent parking in the lot located at the Middle and Pearl Street lot in Portland, Maine ("Lot");

WHEREAS, Owner is willing to rent the parking space to Renter on the terms set forth herein below; and

WHEREAS, Owner and Renter have executed, under separate agreement, a certain Commercial Lease for providing Renter office space in the adjacent building located at 27 Pearl Street ("Lease");

NOW, THEREFORE, it is agreed as follows:

1. Commencing on the Commencement Date (as defined in the Lease), Owner agrees to rent the Renter **ten (10)** parking spaces and Renter agrees to pay in advance to Owner the parking rate of **\$140.00 per space** for a monthly rental charge of **\$1400.00 per month** on or before the first of the month for the right to park the vehicles identified below in the Lot.
2. Renter agrees to provide Owner with a security deposit of **\$20.00 per space** to secure the return of the access card(s) provided to Renter. Said deposit shall be provided to Owner on or before the Commencement Date.
3. RENTER AGREES AND ACKNOWLEDGES THAT OWNER PROVIDES NO SECURITY FOR THE VEHICLES PARKED WITHIN THE PARKING LOT AND/OR FOR THE PERSONAL SAFETY OF RENTER AND/OR RENTER'S INVITEES. RENTER FURTHER AGREES THAT HIS/HER/ITS VEHICLE(S) SHALL BE PARKED IN THE LOT AT THE SOLE RISK OF RENTER. RENTER HEREBY WAIVES, RELEASES, AND DISCHARGES ANY AND ALL CLAIMS AGAINST OWNER FOR ANY DAMAGE OR INJURY TO THE VEHICLE AND/OR RENTER (INCLUDING RENTER'S INVITEES), AT ANY TIME, NOW OR IN THE FUTURE, AND RENTER INDEMNIFIES AND HOLDS OWNER HARMLESS FROM ANY CLAIMS WHICH MAY BE ASSERTED AGAINST OWNER FOR SUCH DAMAGES.
4. Renter acknowledges that there is **no overnight parking** without the consent of Owner and that overnight parking shall not be allowed during winter months and any parking after 8:00 p.m. shall be in middle rows to aid in snow

removal. Renter further acknowledges that Owner, in its sole discretion, may, now or in the future, designate spaces as reserved for specific uses and/or licensees by marking them with signs, paint or other distinctive means. Owner shall be responsible for all maintenance of the parking lot, including snowplowing.

5. This Rental Agreement shall terminate upon expiration or termination of the Lease, as may be extended or amended from time to time, provided however, that Renter may elect at any time to reduce the number of parking spaces upon 30 days' prior written notice to Owner and shall receive a corresponding reduction in rent for each month thereafter.
6. Renter shall provide Owner with a complete Parking Information Sheet for each space rented in the form attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties have each executed this Agreement this 11th day of August, 2014

Northeast Bank

130, LLC



By: Richard Wayne
Its: Chief Executive Officer

By:
Its:

EXHIBIT A

**130 LIMITED LIABILITY COMPANY
MIDDLE-PEARL PARKING INFORMATION SHEET
FAX CHANGES TO 774-2946**

CARD #	DO YOU REQUIRE HANDICAP PARKING? YES / NO
E-MAIL ADDRESS:	
LICENSE PLATE #/STATE:«REGISTRATION_1»	
CAR MAKE/MODEL/YEAR/COLOR:«MAKE_MODEL_1»	
EMPLOYER:	
NAME:	
ADDRESS:	
WORK PHONE:«WORK_PHONE»	HOME PHONE:
ADDITIONAL CARS: (include license plate/state, year, make, model & color)	
	«MAKE_MODEL_2»
PLEASE NOTIFY US IMMEDIATELY IF YOU CHANGE CARS OR LICENSE PLATE #'S	

EXHIBIT D

PARKING RENTAL AGREEMENT
(5 Designated Spaces)

This Agreement is by and between **130, LLC** ("Owner"), a Maine limited liability company with a principal place of business at 42 Market Street, Portland, Maine and **Northeast Bank**, a Maine banking corporation with a place of business at 27 Pearl Street, Portland, Maine ("Renter").

WHEREAS, Renter wishes to rent certain parking spaces in the lot located at the Middle and Pearl Street lot in Portland, Maine ("Lot");

WHEREAS, Owner is willing to rent the parking spaces to Renter on the terms set forth herein below; and

WHEREAS, Owner and Renter have executed, under separate agreement, a certain Commercial Lease for providing Renter office space in the adjacent building located at 27 Pearl Street ("Lease");

NOW, THEREFORE, it is agreed as follows:

7. Owner agrees to rent the Renter **five (5)** dedicated parking spaces upon the terms set forth below:
8. Commencing on the Commencement Date (as defined in the Lease), Renter agrees to pay in advance to Owner the parking rate of **\$140.00 per space** for a monthly rental charge of **\$700.00 per month** on or before the first of the month for the dedicated right to utilize controlled spaces on the Lot for customer parking. In the event the Commencement Date is other than the 1st day of the month, the rent shall be prorated accordingly for the initial month. This monthly amount may be increased annually to then-current market rates by written notice from Owner to Renter before 1 June of each year. In the event the Renter does not agree to the increase in rent set forth in the notice, the parties may negotiate a different rate or the Renter may terminated this Agreement upon ten (10) days notice under the terms of Section 6.
9. The **five (5)** dedicated parking spaces shall be in the parking spots immediately adjacent to the building located at 27 Pearl Street and closest to Pearl Street. Owner, agrees, at Owner's expense, to install an electronic signal and intercom system reasonably acceptable to Renter at the access gate to the Lot with a corresponding intercom in the Exclusive Premises so as to allow Renter to know of the presence of a customer at the gate and to permit two-way conversation between Renter and such customer. Owner shall also install a mechanism in the Exclusive Premises that would allow Renter to open the security gate allowing access by such customer to the

designated spaces (collectively the improvements to be installed in this Section 3 are referred to herein as the "Parking Improvements"). Owner, at Owner's cost, shall install signage acceptable to Renter which shall identify the space as dedicated for customers of Renter only. Renter agrees that it shall not permit more customers into the lot than available dedicated spaces at any one time, and Renter further agrees that it shall direct all customers and invitees to park solely in spaces allotted under this Agreement.

10. RENTER AGREES AND ACKNOWLEDGES THAT OWNER PROVIDES NO SECURITY FOR THE VEHICLES PARKED WITHIN THE PARKING LOT AND/OR FOR THE PERSONAL SAFETY OF RENTER AND/OR RENTER'S INVITEES. RENTER FURTHER AGREES THAT HIS/HER/ITS VEHICLE(S) SHALL BE PARKED IN THE LOT AT THE SOLE RISK OF RENTER. RENTER HEREBY WAIVES, RELEASES, AND DISCHARGES ANY AND ALL CLAIMS AGAINST OWNER FOR ANY DAMAGE OR INJURY TO THE VEHICLE AND/OR RENTER (INCLUDING RENTER'S INVITEES), AT ANY TIME, NOW OR IN THE FUTURE, AND RENTER INDEMNIFIES AND HOLDS OWNER HARMLESS FROM ANY CLAIMS WHICH MAY BE ASSERTED AGAINST OWNER FOR SUCH DAMAGES.
11. Renter acknowledges that there is **no overnight parking** without the consent of Owner and that overnight parking shall not be allowed during winter months. Owner shall be responsible for all maintenance of the parking lot, including snowplowing.
12. This Rental Agreement shall terminate upon expiration or termination of the Lease, as may be extended or amended from time to time, provided however Renter may elect at any time, upon thirty (30) days prior notice, to reduce the number of dedicated parking spaces and receive a corresponding rent reduction and in such event Renter shall reimburse Owner for the pro rata portion of any unamortized costs of the Parking Improvements (e.g. if Renter elected to reduce the rented spaces to 3 instead of 5, the Renter would remit 2/5 of the unamortized costs of the Parking Improvements). In the event Owner determines to develop the Lot, parties shall mutually agree on relocation of dedicated spaces if necessary.

IN WITNESS WHEREOF, the parties have each executed this Agreement this 11th day of August, 2014

Northeast Bank

130, LLC



By: Richard Wayne
Its Chief Executive Officer

By:
Its: