

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



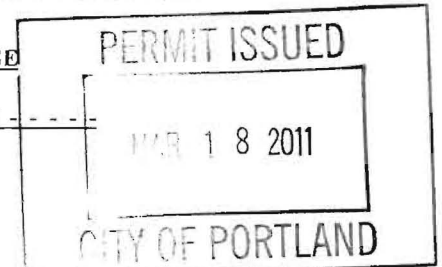
CITY OF PORTLAND BUILDING PERMIT

This is to certify that ALBERT PALACCI

Job ID: 2011-03-547-ALTCOMM

Located At 53 EXCHANGE

CBL: 032 - - E - 002 - 001 - - - -



has permission to Tenant Fit-up 4th floor office space

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

Jim P. B.W.

Fire Prevention Officer

Samuel Santa 3/18/11

Code Enforcement Officer / Plan Reviewer

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY.

PENALTY FOR REMOVING THIS CAR

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, FAX: (207) 8716

PERMIT ISSUED

MAR 18 2011

CITY OF PORTLAND

| | | | |
|--|---|---|---|
| Job No: 2011-03-547-ALTCOMM | Date Applied: 3/4/2011 | CBL: 032 - - E - 002 - 001 - - - - | |
| Location of Construction: 53 EXCHANGE ST | Owner Name: ALBERT PALACCI | Owner Address: 4761 BROADWAY NEW YORK, NY - NEW YORK 10034 | Phone: |
| Business Name: | Contractor Name: Cimino, David | Contractor Address: 96 Ocean Unit#1 ST SOUTH PORTLANDMAINE04106 | Phone: 9111 |
| Lessee/Buyer's Name: | Phone: | Permit Type: BLDG - Building | Zone: B-3 |
| Past Use: 1 st floor retail with offices above | Proposed Use: SAME: 1 st floor retail with offices above - To make alterations to 4 th floor offices for Kelly, Remmel & Zommerman | Cost of Work: 46000.00 | CEO District: |
| | | Fire Dept: <input checked="" type="checkbox"/> Approved w/ conditions <input type="checkbox"/> Denied <input type="checkbox"/> N/A | Inspection: Use Group: M/B Type: 3B IBC-2009 |
| | | Signature: <i>Bjornwall</i> (58) | Signature: <i>[Signature]</i> |
| Proposed Project Description: 53 Exchange St - 4th Floor | | Pedestrian Activities District (P.A.D.) | |

Permit Taken By: *LANNIE*

Zoning Approval

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
2. Building Permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.

Special Zone or Reviews

- ☐ Shoreland
☐ Wetlands
☐ Flood Zone
☐ Subdivision
☐ Site Plan
☐ Maj ☐ Min ☐ MM

Date:

OK with conditions
9/3/11/11

CERTIFICATION

Zoning Appeal

- ☐ Variance
☐ Miscellaneous
☐ Conditional Use
☐ Interpretation
☐ Approved
☐ Denied

Date:

Historic Preservation

- ☐ Not in Dist or Landmark
☐ Does not Require Review
☐ Requires Review
☐ Approved
☐ Approved w/Conditions
☐ Denied

Date:

Any exterior work requires a separate review & approval

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT

ADDRESS

DATE

PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE

DATE

PHON



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Director of Planning and Urban Development
Penny St. Louis

Job ID: 2011-03-547-ALTCOMM

Located At: 53 EXCHANGE

CBL: 032 - - E - 002 - 001 - - - -

Conditions of Approval:

Zoning

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
3. This property shall remain retail on the first floor with offices above. Any change of use shall require a separate permit application for review and approval.

Fire

1. All construction shall comply with City Code Chapter 10.
2. Any cutting and welding done will require a Hot Work Permit from Fire Department.
3. All means of egress to remain accessible at all times.
4. Emergency lights and exit signs are required, including all tenant bathrooms. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit and on the same circuit as the lighting for the area they serve. Exit signs must be provided to direct occupants from corridor to window leading unto fire escape.
5. A letter of certification from a licensed engineer is required for the fire escapes. Doors leading to fire escapes and the windows serving the fire escapes shall not have any locks.
6. This is a 4-story office building and requires a supervised fire alarm system throughout. A separate Fire Alarm Permit is required
7. The fire alarm system shall comply with the City of Portland Standard for Signaling Systems for the Protection of Life and Property. All fire alarm installation and servicing companies shall have a Certificate of Fitness from the Fire Department.
8. Installation of a sprinkler or fire alarm system requires a Knox Box to be installed per city ordinance.
9. Fire extinguishers are required. Installation per NFPA 10.

Building

1. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
2. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.
3. Glazing required to be tempered (safety) per Sec. 2406 shall be installed at those locations.

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
 - **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
 - **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**
1. Close In Elec/Plmb/Framing
 2. Final at completion of work

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

Job Summary Report
Job ID: 2011-03-547-ALTCOMM

Report generated on Mar 8, 2011 11:37:18 AM

Page 1

| | | | | | |
|----------------------------------|---|------------------------------|---------------------------|-----------------------|------|
| Job Type: | Adds/Alter Commercial | Job Description: | 53 Exchange St 4th Floor | Job Year: | 2011 |
| Building Job Status Code: | Initiate Plan Review | Pin Value: | 812 | Tenant Name: | |
| Job Application Date: | | Public Building Flag: | N | Tenant Number: | |
| Estimated Value: | 46,000 | Square Footage: | | | |
| Related Parties: | ALBERT PALACCI | | <i>Property Owner</i> | | |
| | Stroudwater Construction Company Inc - David Cimino | | <i>GENERAL CONTRACTOR</i> | | |

Job Charges

| Fee Code Description | Charge Amount | Permit Charge Adjustment | Net Charge Amount | Payment Date | Receipt Number | Payment Amount | Payment Adjustment Amount | Net Payment Amount | Outstanding Balance |
|----------------------|---------------|--------------------------|-------------------|--------------|----------------|----------------|---------------------------|--------------------|---------------------|
|----------------------|---------------|--------------------------|-------------------|--------------|----------------|----------------|---------------------------|--------------------|---------------------|

Location ID: 4678

Location Details

| Alternate Id | Parcel Number | Census Tract | GIS X | GIS Y | GIS Z | GIS Reference | Longitude | Latitude |
|---------------------------|---------------|------------------|--|---------------------|-------------------------|-----------------------|----------------------|---------------------------|
| P00555 | 032 E 002 001 | | M | | | | -70.254121 | 43.657533 |
| | | | <i>1st floor retail with 1st floor above</i> | | | | | |
| Location Type | | Subdivision Code | Subdivision Sub Code | Related Persons | Address(es) | | | |
| | | 1 | | | 53 EXCHANGE STREET WEST | | | |
| Location Use Code | Variance Code | Use Zone Code | Fire Zone Code | Inside Outside Code | District Code | General Location Code | Inspection Area Code | Jurisdiction Code |
| RETAIL & PERSONAL SERVICE | | NOT APPLICABLE | | | Historic District | | DISTRICT 2 | CENTRAL BUSINESS DISTRICT |

Structure Details

Structure: Loc id 000004677 Alt id 001880

Occupancy Type Code:

| Structure Type Code | | Structure Status Type | Square Footage | Estimated Value | Address |
|---------------------------------|--|-----------------------|----------------|-----------------|-------------------------|
| Office & Professional Buildings | | 6 | 3528,36 | | 53 EXCHANGE STREET WEST |

| Longitude | Latitude | GIS X | GIS Y | GIS Z | GIS Reference | User Defined Property | Value |
|-----------|----------|-------|-------|-------|---------------|-----------------------|-------|
| 0 | 0 | M | | | | | |

Permit #: 20111725

Permit Data

in Que

Job Summary Report
Job ID: 2011-03-547-ALTCOMM

Report generated on Mar 8, 2011 11:37:18 AM

Page 2

| Location Id | Structure Description | Permit Status | Permit Description | Issue Date | Reissue Date | Expiration Date | | |
|----------------------|-----------------------|--------------------------|--------------------------|---------------------------|--------------------|-----------------------|---------------------------|---------------------|
| 4678 | 4th floor office | Initialized | Tenant Fit-up 4th floor | | | | | |
| Inspection Details | | | | | | | | |
| Inspection Id | Inspection Type | Inspection Result Status | Inspection Status Date | Scheduled Start Timestamp | Result Status Date | Final Inspection Flag | | |
| Fees Details | | | | | | | | |
| Fee Code Description | Charge Amount | Permit Charge Adjustment | Permit Charge Adj Remark | Payment Date | Receipt Number | Payment Amount | Payment Adjustment Amount | Payment Adj Comment |
| Job Valuation Fees | \$480.00 | | | | | | | |



General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

| | | |
|---|---|---|
| Location/Address of Construction: <u>53 EXCHANGE ST. PORTLAND</u> | | |
| Total Square Footage of Proposed Structure/Area <u>RENO OF 18000</u> | | Square Footage of Lot |
| Tax Assessor's Chart, Block & Lot Chart# <u>32-</u> Block# <u>2</u> Lot# <u>2</u> <u>Kelly-</u> | Applicant *must be owner, Lessee or Buyer* Name <u>KELLY, REMMEL, ZIMMELMAN</u> Address <u>SAME</u> City, State & Zip | Telephone: |
| Lessee/DBA (If Applicable) | Owner (if different from Applicant) Name <u>THE PALACCI, ALBERT.</u> Address <u>104 EXCHANGE ST.</u> City, State & Zip | Cost Of Work: \$ <u>46,000.00</u> C of O Fee: \$ Total Fee: \$ <u>480</u> |
| Current legal use (i.e. single family) <u>OFFICE</u> If vacant, what was the previous use? <u>OFFICE</u> Proposed Specific use: <u>OFFICE Kelly - Remmel & Zimmerman</u> Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>MINOR RENOVATION OF PART OF THE 4TH FLOOR, REMOVE A FEW EXISTING NON-LOAD BEARING WALLS AND INSTALLING ONE NEW NON-LOAD BEARING WALL, NEW FLOORING, PAINT, ACOUSTICAL CEILINGS.</u> | | |
| Contractor's name: <u>STROVDWATER CONSTRUCTION CO INC</u> Address: <u>96 OCEAN ST UNIT 1</u> City, State & Zip <u>SO. PORTLAND ME 04106</u> Telephone: _____ Who should we contact when the permit is ready: <u>DAVID CIMINO</u> Telephone: <u>767-9111</u> Mailing address: <u>SAME</u> | | |

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: [Signature]

Date: 3-4-2011

This is not a permit; you may not commence ANY work until the permit is issued.

RECEIVED

Dept. of Building Inspections
City of Portland, Maine

LEASE
BETWEEN
ALBERT PALACCI
(LANDLORD)
AND
KELLY, REMMEL & ZIMMERMAN
(TENANT)
JUNE, 2002

RECEIVED

MAR - 4 2011

Dept. of Building Inspections
City of Portland Maine

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ARTICLE 1 - REFERENCE DATA

1.01 Subjects Referred To

Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Article:

LANDLORD and LANDLORD'S ADDRESS: ALBERT PALACCI,
190 Dyckman Street, New York, New York 10040

TENANT and TENANT'S ADDRESS: KELLY, REMMEL & ZIMMERMAN, a Maine
Corporation, 53 Exchange Street, Portland, ME 04101

TENANT'S SPACE: A portion of the 2nd floor currently occupied by Tenant and the entire 3rd floor, 49-53 Exchange Street, Portland, ME 04101 (hereinafter also referred to as the "Premises"). The building at 49-53 Exchange Street in which the Premises is located is hereinafter referred to as the "Building".

TERM: Approximately 62 months; commencing on the Commencement Date and ending July 31, 2007

TERM COMMENCEMENT DATE: Upon the prior tenant Venture Management's vacating the Premises, anticipated on or about June 10, 2002. The parties will confirm the actual Term Commencement Date by writing between them.

MONTHLY BASE RENT:

Base Rent commences upon the Term Commencement Date, which for the purposes of the following schedule is assumed to be June 10, 2002. If the Term Commencement Date is not June 10, 2002, the following dates shall be adjusted in the same relation as the Term Commencement Date is to June 10, 2002.

| | |
|-----------------------------------|----------------|
| Until August 10, 2002: | \$4,953.75/mth |
| August 10, 2002 - August 9, 2003: | \$5,700/mth |
| August 10, 2003 - August 9, 2004: | \$5,871/mth |
| August 10, 2004 - August 9, 2005: | \$6,047/mth |
| August 10, 2005 - August 9, 2006: | \$6,229/mth |
| August 10, 2006 - August 9, 2007: | \$6,415/mth |

OPTION: One five-year option to extend. Article XVI; Exhibit B.

OPTION RENT: See Exhibit B

SECURITY DEPOSIT: None

RENTABLE FLOOR AREA OF TENANT'S SPACE: Approximately 6,000 square feet

PERMITTED USES: Law offices

PUBLIC LIABILITY INSURANCE:

Bodily Injury - \$1,000,000/\$2,000,000 each occurrence

Property Damage - \$500,000 each occurrence

Casualty and Extended Coverage: Eighty percent (80%) of value of Tenant's property

GUARANTOR: None

BROKER: None.

EXHIBITS: The exhibits listed below in this Section are incorporated into this Lease by reference and are to be construed as part of this Lease.

| | |
|------------------|--------------|
| <u>Exhibit A</u> | Construction |
| <u>Exhibit B</u> | Option Rent |

ARTICLE II - PREMISES AND TERM

2.1 Landlord hereby LEASES unto Tenant and Tenant hereby hires from Landlord Tenant's space which is described in Part 1.01 hereto. Said Premises shall be used by Tenant only for those purposes designated in Article I and for no other purpose or purposes.

2.2 TENANT SHALL HAVE AND HOLD said Premises, unless sooner terminated as herein provided, commencing on the Term Commencement Date and ending July 31, 2007.

2.3 Appurtenant Rights. Tenant shall have, as appurtenant to the Premises, the nonexclusive rights to use, and permit its invitees to use in common with other Tenants, Landlord and their agents and invitees, the Common Areas of the Building. The Common Areas of the Building are the Lobby, elevator cab and the rear stairwell.

So long as no bother or nuisance is generated to other tenants of the Building, Tenant may use the Premises for permitted purposes at any hour, subject to interruption due to causes beyond Landlord's reasonable control. Access to the Premises shall always be subject to reasonable rules and regulations from time to time established by Landlord by suitable notice, and subject to interruptions due to causes beyond Landlord's reasonable control.

2.4 Landlord's Reservations. Landlord hereby reserves the right to place in the Premises (in such manner as to reduce to a minimum interference with Tenant's use of Premises and in a

manner which shall not be visible from inside the Premises) utility lines, pipes, equipment and the like, to serve the Premises or premises other than the Premises, and to replace maintain and/or repair such utility lines, pipes, equipment and the like, in, over and upon the Premises.

All the perimeter walls of the Premises except the inner surfaces thereof, any balconies, terraces or roofs adjacent to the Premises, and any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, wires and appurtenant fixtures, fan rooms, mechanical rooms (except for any mechanical room which is part of the Premises), ducts, electric or other utilities, and the use thereof, as well as the right of access through the Premises for the purposes of operation, maintenance, decoration and repair, are expressly excluded from the Premises and reserved to Landlord.

Landlord reserves the right at any time and from time to time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor or otherwise affecting Tenant's obligations under this Lease, to make at Landlord's cost such changes, alterations, additions, improvements, repairs or replacements in or to the Building (including the Premises) and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, elevators, escalators, and stairways, thereof, as it may deem necessary or desirable, and to change the arrangement and/or location of entrances of passageways, doorways, doors and corridors, elevators, stairs, toilets, or other public parts of the Building, provided, however, that there be no unreasonable obstruction of the right of access to, or unreasonable interference with the use and enjoyment of, the Premises by Tenant. Provided, however, any change to the interior decor or layout of the Premises as set forth herein shall be deemed "unreasonable" for the purposes of this paragraph, unless Tenant agrees to such change or the change is required by law. This paragraph imposes no duty upon Landlord.

Landlord reserves the right at any time and from time to time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefore or otherwise affecting Tenant's obligations under this Lease, to have access for any purpose to the Building, provided, however, that there be no unreasonable obstruction of the right of access to, or unreasonable interference with the use and enjoyment of, the Premises by Tenant.

Nothing contained in this Section shall be deemed to relieve Tenant of any duty, obligation or liability of Tenant with respect to payment of rent, making any repair, replacement or improvement or complying with any law, order or requirement of any governmental or other authority, as otherwise required by the terms of this Lease. Landlord shall have the right during the progress of any such repairs, replacements or improvements or while performing work and furnishing materials in connection with compliance with any such laws, orders or requirements reasonably to take through the Premises all necessary materials, tools and equipment.

Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency, or until necessary repairs have been completed; provided, however, that in each instance of stoppage, Landlord shall exercise reasonable diligence to eliminate the cause

thereof. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

2.5 Modification of Premises. Tenant is obligated to renovate and improve the Premises. Prior to commencing any construction of the Premises, Tenant shall submit to Landlord, for Landlord's approval, which shall not unreasonably be withheld, plans and specifications for all interior work to be done on the Premises by Tenant ("Tenant's Work"). Landlord will review such plans and specifications within seven (7) days and return them to Tenant with all requested changes. Tenant agrees that it will, at Tenant's sole cost and expense, proceeding with all reasonable dispatch, complete all of Tenant's Work set forth on such plans and specifications, using first class materials. Tenant agrees to employ for such work one or more responsible contractors and to cause such contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance covering such contractors on or about the Premises in amount at least equal to the limits set forth in Article I hereof and to submit certificates evidencing such coverage to Landlord prior to the commencement of such Work. All of Tenant's Work performed under this Section, or any other work from time to time permitted or required to be performed by Tenant by the terms of this Lease shall be done in a good and workmanlike manner, and in full compliance with all applicable laws and ordinances. Tenant shall have no power or authority to create or permit any lien to attach to the Premises or to the Building, shall cause any such lien to be promptly removed and shall hold Landlord harmless and indemnified from all costs, expenses, including attorney's fees, losses or damages by reason of the existence or placing of any such lien.

Landlord also agrees that, subject to the above conditions and restrictions, Tenant may make improvements to the elevator cab.

ARTICLE III - RENT

3.01 Tenant shall pay rent in equal monthly installments in advance on the first day of each month during the term hereof. All payments to be made to Landlord or to such agent and at such place as Landlord shall from time to time in writing designate, the following being now so designated: P.O. Box 7481, Portland, Maine 04112. If Tenant does not pay rent within 10 days of due date, Landlord may assess a late charge equal to 1/12 of Key Bank prime rate existing at the time that the late charge is to be assessed multiplied by the amount unpaid.

Rent for a partial month shall be paid by Tenant to Landlord at such rate on a pro rata basis, and, if the term of this Lease commences on a day other than the first day of the calendar month the first payment which Tenant shall make to Landlord shall be a payment equal to the proportionate part of such monthly rent for the partial month from the commencement date to the first day of the succeeding calendar month.

ARTICLE IV - LANDLORD COVENANTS

4.01 Landlord shall furnish services as follows:

- (a) Heat and air-conditioning to maintain the Premises at comfortable temperatures, except as otherwise required by law, executive order, rule or other regulation.
- (b) Elevator service, which may be reduced after business hours and on weekends and holidays as demand permits.
- (c) Water for ordinary drinking, cleaning, lavatory and toilet facilities.
- (d) Cleaning and janitor service in common areas equal in scope, quality, and frequency to that provided in Class B office buildings in the City of Portland.
- (e) Maintenance and repair of the roof, exterior walls, windows, structure, heating and plumbing systems, and electrical systems and common areas and common facilities of the Premises as necessary to maintain them in good order and condition, and to a level not less than that of other Class B office buildings in downtown Portland, Maine; provided, however, that any such maintenance or repairs made necessary by fault or negligent act of the Tenant or the employees and visitors of the Tenant shall be at the expense of the Tenant and Tenant shall pay all costs thereof. Except as may be needed in the future to maintain the common areas in a condition of Class B office buildings in the City of Portland, Landlord is not required to renovate any portion of the Premises, its common areas, or the Premises.
- (f) Landlord shall be responsible for the costs of satisfactorily repairing the windows in the office presently used by Tim Norton and of satisfactorily repairing the leak in the office presently used by John Kelly. The repairs shall be commenced by Landlord within five (5) weeks of the date both parties have signed this lease and diligently completed.

4.02 Landlord shall not be liable to anyone for interruption in, or cessation of, any service rendered to the Premises or Building or agreed to by the terms of this Lease, due to any accident, the making of repairs, alterations or improvements, labor difficulties, trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said , or any cause beyond the Landlord's control; except to the extent that the liability of the Landlord is insured by virtue of a general comprehensive Landlord public liability insurance policy, which the Landlord agrees to maintain on the Building.

4.03 Landlord shall furnish (but tenant shall pay electricity charges) heating and/or air-conditioning for the Premises on other than regular business hours on business days, but only in the event Tenant gives notice to Landlord that Tenant will require such off-hours heating and/or air-conditioning by 12:00 noon of the day preceding the day on which such off-hours service will be required by Tenant.

4.04 Landlord shall carry fire and extended coverage insurance on the Building of which the demised Premises is a part which insurance shall be at least eighty percent (80%) of the full insurable value of the Building.

4.05 Each of Landlord and Tenant hereby releases the other, to the extent of its insurance coverage, from any and all liability for any property loss or damage caused by fire or any of the extended coverage casualties or any other casualty covered by its insurance, even if such fire or other casualty shall be brought about by the fault or negligence of the other party or any persons claiming under it; provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as the releasor's policy of insurance covering such loss or damage shall contain a clause to the effect that this release shall not affect said policy or the right of the releasor to recover thereunder. Each of Landlord and Tenant agrees that its fire and other casualty insurance policies will include such a clause if available.

ARTICLE V - TENANT COVENANTS

5.01 Tenant covenants during said term and further time as the Tenant holds any part of said Premises:

(a) To pay, when due, all rent and other charges set forth herein; all charges for electricity, telephone, and other communication systems used at, and supplied to, the Premises, and other utilities not provided by Landlord and to provide all lamping (lamps, ballasts and bulbs).

(b) To keep said Premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear excepted; and, at the termination of this Lease, peaceably to yield up said Premises and all additions, alterations and improvements thereto in such good order, repair and condition, first removing all goods and effects not attached to the Premises, repairing all damage caused by such removal, and leaving the Premises clean and tenantable. If Landlord, in writing, permits Tenant to leave any such goods and chattels at the Premises, and the Tenant does so, Tenant shall have no further claims and rights in such goods and chattels as against the Landlord or those claiming by, through or under the Landlord; notwithstanding anything to the contrary herein, if Tenant has leased ground floor space, to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.

(c) Not to injure or deface said Premises or Building; not to permit on said Premises any auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor; not to permit the use of said Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alterations or additions to the Building.

- (d) Not to obstruct in any manner any portion of the Building not hereby demised or the sidewalks or approaches to said Building or any inside or outside windows or doors; and to conform to all reasonable rules and security regulations now or hereafter made by Landlord for the care and use of said Premises, the Building, its facilities and approaches.
- (e) To continuously occupy the Premises during the lease term.
- (f) Not to move any safe, heavy equipment, freight, bulky matter or heavy fixtures in or out of the Building except at such times and in such manner as Landlord shall designate after written request from tenant; and to place and maintain business machines and mechanical equipment in such settings as will most effectively reduce noise and vibration.
- (g) Not to place a load upon any floor of the Premises in excess of 50 pounds live load per square foot or in violation of what is allowed by law.
- (h) Not to make any alterations or additions, nor to permit the making of any holes in any part of said Building, nor to paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible from outside of said Premises, that is, from outdoors or from any corridor or other common area within the Building, except for tenant capital improvements and renovations to the Premises consented to by Landlord, nor to permit anyone except the Tenant to use any part of the Premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of the Landlord. Tenant acknowledges that Landlord will permit the first floor tenants from time to time to erect and maintain signs on or about the Building which are visible from outdoors and from the interior corridors and common areas adjacent to those portions of the Building occupied by the first floor tenants and that the Landlord may from time to time erect and maintain signs to identify the Building; provided, however, that no such signs shall obstruct any window of the Premises. Provided, however, Landlord acknowledges and agrees that Tenant may make certain improvements to lease Premises at Tenant's sole cost so long as said improvements do not structurally impair the Building or Premises or structurally alter the Building or Premises..
- (i) That the Landlord may enter the Premises to install, maintain, use, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures in said Premises to serve said Premises and to serve other parts of said Building.
- (j) To save Landlord harmless and indemnified from any injury, loss, claim or damage to any person or property while on or about the Premises, not otherwise covered by liability insurance, except to the extent such are the result of the

negligence of Landlord, and to any persons or property anywhere occasioned by an omission, neglect or default of Tenant or of employees, agents or visitors of Tenant.

(k) To insure Tenant and Landlord, as their interests appear, with general public liability coverage on the Premises, in such amounts and with such companies and against such risks as the Landlord shall reasonably require and approve.

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

(m) That, without limitation of any other provision herein, the Landlord and its employees shall not be liable for any injuries to any person or damages to property due to the Building or any part thereof, or any appurtenance thereof, being in need of repair or due to the happening of any accident in or about the Building or the Premises or due to any act or neglect of any tenant of the Building or of any employee or visitor of Tenant. Without limitation, this provision shall apply to injuries and damage 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; and to damage caused to fixtures, furniture, equipment and the like situated at the Premises, whether owned by the tenant or others. Provided, however, that the Landlord shall be liable for its negligence and the negligence of its employees to the extent that the liability of the Landlord is insured by virtue of a general comprehensive Landlord's public liability insurance policy, which the Landlord agrees to maintain on the Building.

(n) To permit Landlord or its agents to examine the Premises at reasonable times and, if Landlord shall so elect, to make any repairs or additions Landlord may deem necessary and, at Tenant's expense to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing; and to show the Premises to prospective purchasers and mortgagees; to show the Premises to prospective tenants during the six (6) months preceding the expiration of this Lease.

(o) To permit Landlord at any time or times to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to said Building or any part thereof, and during such operations to take into and through said Premises or any part of the Building all materials required and to close or temporarily suspend operation of entrances, doors, corridors, elevators or

other facilities, Landlord agreeing, however, that it will carry out such work in a manner which will cause tenant minimum inconvenience.

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

(q) Not to suffer or permit any lien of any nature or description to be placed against the Building, the Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the Tenant to immediately pay and remove the same; this provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the Landlord's title or interest in the Building, the Premises, or any portion thereof.

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

(s) That acceptance by Landlord of a lesser sum than the rent then due shall not be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other payments be deemed an accord and satisfaction and Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease. The delivery of keys to any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

(t) That without limitation of anything elsewhere herein contained, the Landlord may,

(i) designate and change the name and street address of the Building; provided, however, that the Landlord shall first give reasonable notice thereof to the Tenant;

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

(iii) have access to any mail chutes located in the Premises according to the rules of the United States Post Office;

(iv) close the Building after regular working hours (regular working hours being from 8:00 A.M. to 6:00 P.M., Monday through Friday, and 9:00 A.M. through 1:00 P.M. on Saturday) and all Saturday afternoons, Sundays, and bank holidays; subject, however, to Tenant's right of admittance under such regulations as Landlord may prescribe from time to time including, but not limited to, the requirement that persons entering or leaving the Building identify themselves by registration or otherwise and establish their right to enter or leave the Building;

(u) In the event Tenant wishes to provide outside services for the demised Premises over and above those services to be provided by Landlord as set forth herein, Tenant shall first obtain the prior written approval of Landlord for the installation and/or utilization of such services, which approval shall not be unreasonably withheld. "Outside services" shall include, but shall not be limited to, cleaning and moving services, television and so-called "canned music" services, security services, catering services and the like. In the event Landlord approves the installation and/or utilization of such services, such installation and utilization shall be at Tenant's sole cost, risk and expense.

(v) To maintain with responsible companies qualified to do business in the State of Maine, public liability insurance covering the Premises and insuring Landlord and others in interest whom Landlord may reasonably request as well as Tenant, with limits which shall, at the commencement of the Lease Term, be at least equal to those stated in Article I and from time to time during the term shall be for such higher limits, if any, as are customarily carried in the area of which the Premises are located with respect to similar properties, and worker's compensation and employees' liability coverage. All such policies shall be noncancellable and non-amendable with respect to Landlord and Landlord's designees without thirty (30) days' prior notice to Landlord. A duplicate original policy or a Certificate of Insurance evidencing such insurance coverage shall be delivered to Landlord at the time of execution hereof. If Tenant fails to comply with the foregoing requirements, Landlord may obtain such insurance and keep same in effect, and all sums paid for insurance by Landlord hereunder shall be and are hereby declared additional rent, due and payable forthwith.

(w) Not to install any vending machines or food service equipment in the demised Premises without first obtaining Landlord's written approval, which approval shall not be unreasonably withheld.

(x) That Tenant shall not remove any of its fixtures or personal property from the Premises at any time that Tenant is in default under any of the terms of this Lease; in addition, if Tenant intends to cease, or ceases, the operation of business,

it may not remove its fixtures and personal property from the Premises unless Tenant first pays to Landlord three (3) months base rent to be held by Landlord to secure tenant's obligations under the terms of this Lease for the remainder of the term which shall be returned to Tenant if Tenant fulfills all of its obligations under this Lease.

(y) During the first 12 months of the lease term to improve the Premises with capital improvements costing Tenant out-of-pocket at least Sixty Thousand Dollars (\$60,000), and to promptly provide Landlord evidence of the cost of said improvements and Tenant's payment of the same. See Exhibit A.

ARTICLE VI - SUBORDINATION

6.01 Tenant agrees at the request of Landlord to subordinate this Lease to any mortgage placed upon the Premises by Landlord and, if required by the mortgagee, to agree not to prepay rent more than ten (10) days in advance, to provide said mortgagee with notice of and reasonable opportunity to cure any defaults by Landlord, and not to amend, modify or cancel this Lease without mortgagee's written consent, provided that the holder of such mortgage enters into an agreement with Tenant by the terms of which such Holder agrees not to disturb the Tenant in its possession of the Premises so long as Tenant continues to perform its obligations hereunder and, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise, to accept Tenant as Tenant of the Premises under the terms and conditions of the lease, and Tenant agrees to recognize such holder or any other person acquiring title to the Premises as having the rights of the Landlord and to attorn to said holder or other person if requested. Tenant and Landlord agree to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions, In the event that prior to the commencement of the lease term any proposed institutional holder of a first mortgage on the demised Premises or the Buildings shall demand that this Lease be modified or amended in any respects (except for those provisions relating to the rental, lease term or size of the demised Premises), and in the event that Tenant shall fail to so modify or amend this Lease within fifteen (15) days after such demand, the Landlord may at any time within thirty (30) days thereafter terminate this Lease by written notice to the Tenant.

ARTICLE VII - CASUALTY DAMAGE AND EMINENT DOMAIN

7.01 If the Premises, the Building, or any substantial part of either, shall be taken by any exercise of the right of eminent domain or by action of any public or other authority, or shall suffer any direct consequential damage for which Landlord and Tenant, or either of them, shall be entitled to compensation by reason of anything done in pursuance of any public or other authority during this Lease or any extension, Tenant grants to Landlord all Tenant's rights to such damages (except to the extent such damages relate to Tenant's property or the value of Tenant's leasehold interest) and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request.

7.02. If the Building or the Premises shall be partially or totally damaged or destroyed by fire or other casualty (unless this Lease shall be terminated as provided below) then (a) Landlord shall repair the damage to and restore and rebuild (i) the public portions of the Building and the Building's systems and (ii) the Premises excluding Tenant's personal property, to substantially the same condition as the condition in which the same were prior to the casualty (such repair, restoration, and rebuilding work being herein called the "Landlord's Restoration Work") reasonably promptly after notice to it of the damage or destruction giving rise to the need for the Landlord's Restoration Work and the collection of the insurance proceeds attributable thereto; (b) subject to Tenant's right to terminate under this Section, Tenant shall repair the damage to and restore and rebuild Tenant's personal property reasonably promptly after such damage or destruction (such repair and restoration work being herein called the "Tenant's Restoration Work"). The "Tenant's Restoration Work Start Date" shall mean the date that is 10 days after Landlord notifies Tenant that Landlord substantially completed enough of the Landlord's Restoration Work (if any), that Tenant shall be able to commence such Tenant's Restoration Work.

7.03. If, on account of fire or other casualty, all or part of the Premises shall be damaged or destroyed so as to be rendered untenantable, or the Building shall be damaged or destroyed so as to render all or part of the Premises untenantable, then the Rent payable under Article III shall be abated in the proportion that the untenantable areas of the Premises bear to the total area of the Premises, for the period (if any) beginning on the date of the damage or destruction and ending on the day preceding the later to occur of the following dates: (a) the earliest to occur of (1) the date that Tenant shall have substantially completed so much of the Tenant's Restoration Work (if any) as is needed to render the Premises (or the applicable portion thereof) tenantable, (b) The date that Tenant would have substantially completed so much of the Tenant's Restoration Work (if any) as is needed to render the Premises (or the applicable portion thereof) tenantable, had Tenant, reasonably promptly from and after the Tenant's Restoration Work Start Date, prosecuted such work to completion with diligence and continuity (subject to Force Majeure) and (3) the date that is 30 days after the Tenant's Restoration Work Start Date. Provided, however, if Tenant, or any person claiming by, through or under Tenant, shall re-occupy any portion of the Premises for the purposes demised hereunder, then the aforesaid abatement with respect to such portion of the Premises shall thereupon automatically cease. Notwithstanding anything to the contrary contained above, if Tenant shall cause a delay in the substantial completion of Landlord's Restoration Work, then, in that case, for purposes of applying this Section 7.03, Landlord's Restoration Work shall be deemed to have been substantially completed on the date that the work would have been substantially completed but for that failure by Tenant.

7.04. If during the last two (2) years of the Term more than thirty per cent (30%) of the Premises are rendered untenantable by a fire or other casualty for a period of more than 180 consecutive days, then either party may, within ten (10) days after the end of that 180-day period, elect to terminate this Lease by written notice to the other.

7.05. If more than 50 per cent (50%) of the Premises are rendered untenable, then Landlord (if it has not theretofore canceled this Lease pursuant to the provisions of this Article) shall within one (1) month after the fire or casualty obtain and deliver to Tenant an estimate from a reputable independent contractor as to whether or not the Premises can be repaired and restored within four (4) months from the date of the casualty. If that estimate states that the Premises cannot be so restored or Landlord fails to deliver that estimate, Tenant may, within thirty (30) days after receipt of the estimate elect to terminate this Lease by written notice to Landlord. If Tenant does not exercise its right to terminate this Lease as provided above and within a period of four (4) months (that period to be extended, however, to the extent of delays caused by force majeure) after the fire or casualty, the Premises have not been substantially restored by Landlord, Tenant may terminate this Lease by written notice to Landlord given within thirty (30) days after the end of such four (4) month period (as the same may be extended because of delays caused by force majeure).

ARTICLE VIII - TENANT DEFAULTS; EVENTS; REMEDIES

8.1 Events of Default. The occurrence of any one of the following events (with respect to either the corporate or individual tenant) shall constitute a default of this Lease by Tenant:

8.1.1 Failure of Tenant to make any payment of Base Rent or additional rent or other required payment within fifteen (15) days of when the rent or other payment is due;

8.1.2 Failure of Tenant to perform or observe any term, covenant or condition of this Lease on the part of Tenant to be performed or observed, other than payment of rent, and such failure shall continue for thirty (30) days after Tenant's receipt of written notice by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten (30) days are reasonably required for its cure, Tenant shall not be in default if Tenant commences and diligently pursues such cure to completion;

8.1.3 The making of an assignment to or general arrangement for the benefit of creditors of Tenant or any Guarantor of Tenant's obligations hereunder, or the appointment of a receiver or trustee for all or substantially all the assets of Tenant or any Guarantor of Tenant's obligations hereunder and such receivership shall not have been terminated or stayed within ninety (90) days, or the attachment, execution or other judicial seizure of substantially all Tenant's assets located in the Premises or Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days;

8.1.4 The filing by Tenant or any Guarantor of Tenant's obligations hereunder of a petition under any Bankruptcy or Insolvency Law; or the filing of such a petition against Tenant or such Guarantor which petition is not dismissed within ninety (90) days.

8.2 Remedies in Event of Default. Upon the occurrence of any event of default by Tenant, Landlord shall have the option to do any one or more of the following without any notice or demand, in addition to and not in limitation of any other remedy permitted by law or this Lease:

8.2.1 By written notice to Tenant terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant shall fail to do so, Landlord may to the extent lawful, without notice or prejudice to any other statutory or common law remedy available, enter and take possession of the Premises and remove Tenant or anyone occupying the Premises and its effects without being liable to prosecution or any claim for damages. Tenant agrees to indemnify Landlord for all loss and damage (including consequential damages) suffered by Landlord because of such termination whether through inability to relet the Premises or otherwise, including the present value of any loss of rent for the remainder of the term of this Lease, less any rent received from a substitute tenant for the remainder of the term.

8.2.2 With or without terminating this Lease or accepting or not accepting the surrender of the Premises, declare the entire amount of all rent which would have become due and payable during the remainder of the term of this Lease to be due and payable immediately, in which event Tenant agrees to pay the same to Landlord immediately. In the event of any reletting of the Premises, Tenant shall be entitled to a credit against the rents due during the term of such reletting which credit shall be the rents which are paid by Tenant hereunder during the term of such reletting and the net proceeds of any rents received by Landlord on account of such reletting after deducting all Landlord's expenses in connection with such reletting, including, without implied limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting. Provided, however, that Tenant's liability for such brokerage commissions and tenant fit up shall be the pro rata portion of brokerage commissions and tenant fit up determined by amortizing the total commissions and tenant fit up over the life of any replacement lease and prorating that number for the period that would have been the remainder of Tenant's existing lease. Acceptance by Landlord of the payment of such rent shall not constitute a waiver of any then existing default thereunder occurring.

8.2.3 Enter upon and take possession of the Premises as agent of Tenant without terminating this Lease and without accepting the surrender of the Premises, and without being liable to prosecution or any claim for damages. Landlord may relet all or any portion of the Premises as the agent of Tenant for such term and upon such terms as Landlord sees fit and receive the rent, in which event Tenant shall pay to Landlord on demand the cost of renovating, repairing, and altering the Premises for a new tenant or tenants, plus all costs of reletting the Premises and any deficiency arising by reason of such reletting; provided, however, that Landlord shall have no duty to relet the Premises other than a duty reasonably to mitigate damages consistent with applicable law, and Landlord's failure to do so shall not release Tenant's liability for rent or damages. If Landlord elects to enter and relet the Premises, Landlord may at any time thereafter elect

to terminate this Lease by written notice to Tenant. Provided, however, that Tenant's liability for such renovation, repair and alterations of the Premises for reletting the Premises shall be the pro rata portion of brokerage commissions and tenant fit up determined by amortizing the renovations, repair and alterations over the life of any replacement lease and prorating that number for the period that would have been the remainder of Tenant's existing lease.

ARTICLE IX - LANDLORD SELF-HELP

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

ARTICLE X - LIMITATION OF LIABILITY

10.01 Tenant agrees to look solely to Landlord's interest in the Building for recovery of any judgment from Landlord; it being agreed that Landlord is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain an injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord; provided, however, Landlord agrees to carry liability insurance and said liability insurance shall have limits in the amounts of \$2,000,000 for personal injury per occurrence or annual aggregate, at Landlord's option, and \$250,000 property damage per occurrence or annual aggregate, at Landlord's option. Failure of Landlord to maintain such insurance shall negate the limitation of liability contained in this paragraph.

ARTICLE XI - LANDLORD DEFAULT

11.01 Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within 30 days after written notice by Tenant is received by Landlord properly specifying wherein Landlord has failed to perform any such obligation. In the event the performance by Landlord would require more than thirty (30) days, so long as Landlord commences performance within the said thirty (30) days and proceeds diligently to completion, the Landlord shall be considered to have timely acted if completion occurs as is reasonably required by all the then relevant circumstances. If Landlord shall default in the performance of any agreement or condition in this Lease contained on its part to be performed or observed concerning the physical condition or maintenance of the Building (including common areas) or the Premises, and shall not cure said default as provided herein, Tenant may, at its option, in a commercially reasonable manner cure

ARTICLE XV - HOLDOVER

15.01 If Tenant fails to vacate the Premises at the termination of this Lease, then the terms of this Lease including all provisions for rent and other charges and fees shall be applicable during said holdover period, but this provision shall not be interpreted as consent or permission by the Landlord for Tenant to holdover provision shall not preclude Landlord from recovering any other damages which it incurs as a result of Tenant's failure to vacate the Premises at the termination of this Lease.

ARTICLE XVI - OPTION TO EXTEND

16.01 Option to Extend; Conditions. Landlord grants to Tenant the right and option set forth in Article I hereof to extend the Term of this Lease for a single period of five years, by giving written notice to Landlord at least six months (6) months before the expiration of the Lease Term.

The Monthly Base Rent for the Option Term shall be the Monthly Base Rent set forth in Exhibit B for the applicable years.

As conditions of the exercise of the foregoing option to extend, Tenant shall not have been given written notice of default by Landlord on more than two (2) occasions during the original term under this Lease, and this Lease shall be in full force and effect at the time of the exercise of said Option.

ARTICLE XVII ASSIGNMENT AND SUBLETTING

17.1 Assignment and Subletting. Tenant shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, nor sublet or permit the Premises or any part thereof to be used by others under license or otherwise, without Landlord's prior express written consent in each instance. The consent by Landlord to any assignment or subletting shall not in any manner be construed to relieve Tenant from the requirement to obtain Landlord's express written consent to any other or further assignment or subletting nor shall any such consent by Landlord serve to relieve or release Tenant from its obligations to fully and faithfully pay, observe and perform all the terms, covenants and conditions of this Lease on Tenant's part to be paid, observed and performed.

If Tenant shall desire to assign or to sublet the Demised Premises, Tenant shall, at least thirty (30) days prior to the date of the proposed assignment or sublet, submit to Landlord in writing (i) the name of the proposed assignee or subtenant; (ii) the terms and conditions of the proposed assignment or subletting (including copies of the proposed assignment or sublease); (iii) the nature and character of the business and credit of the proposed assignee or subtenant; (iv) a year-end financial statement of the proposed assignee or subtenant of all or 50% or more of the

area of the Premises, certified to be true and complete by such assignee's or subtenant's chief financial officer, and any other information reasonably required by Landlord.

Landlord's consent to any such proposed assignment or subletting shall not be unreasonably withheld or delayed, provided, however, that Landlord may withhold consent thereto if it reasonably determines that:

(a) The financial condition or general reputation of the proposed assignee or subtenant is not consistent with the extent of the obligation to be undertaken by the proposed assignment or sublease; or

(b) The proposed use of the Premises is not appropriate for the Building or in keeping with the character of the existing tenancies or permitted by this Lease; or

(c) The nature of the occupancy of the proposed assignee or subtenant will cause an excessive density of employees or traffic or make excessive demands on the Building's services or facilities; or

(d) The general reputation of the proposed assignee or its business is not in keeping with the character of the existing tenants or their businesses.

If this Lease shall be assigned, or if the Premises or any part thereof be sublet or occupied by any person or persons other than Tenant, Landlord may, collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection of rent shall be deemed a waiver of the covenants in this Article, nor shall it be deemed acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the full performance by Tenant of all the terms, conditions and covenants of this Lease.

Each permitted assignee or transferee shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Tenant for the payment of the Base Rent, additional rent and adjustments of rent, and for the due performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the term of this Lease. No assignment or sublease shall be binding on Landlord unless there shall be delivered to Landlord a duly executed duplicate original of the instrument of assignment or sublease which contains a covenant of assumption by the assignee or subtenant of all of the obligations aforesaid. Any assignment, sublease or agreement permitting the use and occupancy of the Premises to which Landlord shall not have expressly consented in writing shall be deemed null and void and of no force or effect. Fifty percent (50%) of the consideration (Excess Consideration) received by the Tenant from a sublease that exceeds the amount Tenant must pay Landlord, which amount is to be prorated where apart of the Premises is subleased, shall also be paid to Landlord. Excess Consideration shall exclude reasonable leasing commissions paid by Tenant, payments attributable to the amortization of the cost of Tenant improvements made to the

LEASE EXTENSION AGREEMENT

Agreement made as of the 12 day of February, 2007, between ALBERT PALACCI, 190 Dyckman Street, New York, New York 10040, ("Landlord") and KELLY REMMEL & ZIMMERMAN, a Maine Corporation, 53 Exchange Street, Portland, ME 04101 ("Tenant"):

RECITALS

1. Landlord and Tenant are parties to a lease dated June 10, 2002 for premises located on the 2nd floor and the entire 3rd floor of Landlord's building at 49-53 Exchange Street, Portland, Maine 04101 (hereinafter the "Lease").
2. The original term of the Lease terminates August 9, 2007.
3. Neither Landlord nor Tenant is presently in default of the Lease.
4. The Lease provides that the term of the Lease may be extended for five (5) years (the "Option Term") by notice to Landlord on or before February 9, 2007, which notice has been given by Tenant and received by Landlord.
5. The Lease provides a methodology for determining the rent during the Option Term, but the parties are in agreement for the rent for the Option Term without fully following the methodology set forth in the Lease.

NOW, THEREFORE, for valuable consideration herein set forth, including the promises of each other, the parties agree as follows:

1. The above recitals are true and accurate.
2. The base rent for the Option Term shall be as follows:
August 10, 2007 - August 9, 2008: \$6,607/mth
August 10, 2008 - August 9, 2009: \$6,805/mth
August 10, 2009 - August 9, 2010: \$7,009/mth
August 10, 2010 - August 9, 2011: \$7,220/mth
August 10, 2011 - August 9, 2012: \$7,436/mth
3. Tenant will not receive any credit toward base rent for improvements to the Premises during the Option Term.
4. Landlord's address is changed to 4761 Broadway, Apt. 6P, Block 4, New York, NY 10034.
5. No Lease renewal option exists at the termination of the Option Term.
6. Except as inconsistent with the above terms, the terms of the Lease shall remain unchanged.

C. Al. Beagle
Witness

Albert Palacci
Albert Palacci

B. Zimmerman
B. Zimmerman

Kelly, Remmel & Zimmerman
By: [Signature]
Its

ARTICLE XV - HOLDOVER

15.01 If Tenant fails to vacate the Premises at the termination of this Lease, then the terms of this Lease including all provisions for rent and other charges and fees shall be applicable during said holdover period, but this provision shall not be interpreted as consent or permission by the Landlord for Tenant to holdover provision shall not preclude Landlord from recovering any other damages which it incurs as a result of Tenant's failure to vacate the Premises at the termination of this Lease.

ARTICLE XVI - OPTION TO EXTEND

16.01 Option to Extend; Conditions. Landlord grants to Tenant the right and option set forth in Article I hereof to extend the Term of this Lease for a single period of five years, by giving written notice to Landlord at least six months (6) months before the expiration of the Lease Term.

The Monthly Base Rent for the Option Term shall be the Monthly Base Rent set forth in Exhibit B for the applicable years.

As conditions of the exercise of the foregoing option to extend, Tenant shall not have been given written notice of default by Landlord on more than two (2) occasions during the original term under this Lease, and this Lease shall be in full force and effect at the time of the exercise of said Option.

ARTICLE XVII ASSIGNMENT AND SUBLETTING

17.1 Assignment and Subletting. Tenant shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, nor sublet or permit the Premises or any part thereof to be used by others under license or otherwise, without Landlord's prior express written consent in each instance. The consent by Landlord to any assignment or subletting shall not in any manner be construed to relieve Tenant from the requirement to obtain Landlord's express written consent to any other or further assignment or subletting nor shall any such consent by Landlord serve to relieve or release Tenant from its obligations to fully and faithfully pay, observe and perform all the terms, covenants and conditions of this Lease on Tenant's part to be paid, observed and performed.

If Tenant shall desire to assign or to sublet the Demised Premises, Tenant shall, at least thirty (30) days prior to the date of the proposed assignment or sublet, submit to Landlord in writing (i) the name of the proposed assignee or subtenant; (ii) the terms and conditions of the proposed assignment or subletting (including copies of the proposed assignment or sublease); (iii) the nature and character of the business and credit of the proposed assignee or subtenant; (iv) a year-end financial statement of the proposed assignee or subtenant of all or 50% or more of the

area of the Premises, certified to be true and complete by such assignee's or subtenant's chief financial officer, and any other information reasonably required by Landlord.

Landlord's consent to any such proposed assignment or subletting shall not be unreasonably withheld or delayed, provided, however, that Landlord may withhold consent thereto if it reasonably determines that:

- (a) The financial condition or general reputation of the proposed assignee or subtenant is not consistent with the extent of the obligation to be undertaken by the proposed assignment or sublease; or
- (b) The proposed use of the Premises is not appropriate for the Building or in keeping with the character of the existing tenancies or permitted by this Lease; or
- (c) The nature of the occupancy of the proposed assignee or subtenant will cause an excessive density of employees or traffic or make excessive demands on the Building's services or facilities; or
- (d) The general reputation of the proposed assignee or its business is not in keeping with the character of the existing tenants or their businesses.

If this Lease shall be assigned, or if the Premises or any part thereof be sublet or occupied by any person or persons other than Tenant, Landlord may, collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection of rent shall be deemed a waiver of the covenants in this Article, nor shall it be deemed acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the full performance by Tenant of all the terms, conditions and covenants of this Lease.

Each permitted assignee or transferee shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Tenant for the payment of the Base Rent, additional rent and adjustments of rent, and for the due performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the term of this Lease. No assignment or sublease shall be binding on Landlord unless there shall be delivered to Landlord a duly executed duplicate original of the instrument of assignment or sublease which contains a covenant of assumption by the assignee or subtenant of all of the obligations aforesaid. Any assignment, sublease or agreement permitting the use and occupancy of the Premises to which Landlord shall not have expressly consented in writing shall be deemed null and void and of no force or effect. Fifty percent (50%) of the consideration (Excess Consideration) received by the Tenant from a sublease that exceeds the amount Tenant must pay Landlord, which amount is to be prorated where apart of the Premises is subleased, shall also be paid to Landlord. Excess Consideration shall exclude reasonable leasing commissions paid by Tenant, payments attributable to the amortization of the cost of Tenant improvements made to the

Premises at Tenant's cost for the sublessee, and other reasonable, out-of-pocket costs paid by Tenant, such as attorney's fees directly related to Tenant's obtaining a sublessee. Tenant shall pay this Excess Consideration to Landlord at the end of each calendar year during which Tenant collects any Excess Consideration. Each payment shall be sent with a detailed statement showing (a) the total consideration paid by the subtenant and (b) any exclusions from the consideration permitted by this paragraph. Landlord, at its sole option, may release Tenant from all its liability under this Lease with respect to the portion of the Premises assigned or sublet if greater than 50% of the Premises are assigned or sublet, and receive all consideration received by Tenant from an assignee or sublessee.

17.2 Further Limitations. In no event shall Landlord be obligated to consent to any proposed assignment or subletting if (i) at the time of the proposal of assignment or subletting, Tenant is in material default under any term, covenant or condition of this Lease, or (ii) if any of Landlord's then mortgagees to whom this Lease is assigned, or who shall otherwise have rights to do so, shall reasonably fail to consent.

ARTICLE XVIII - MISCELLANEOUS

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

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

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

17.04 The submission of this Lease or a summary of some or all of its provisions for examination by Tenant does not constitute a reservation of or option for the Premises or an offer to lease said Premises.

This Lease contains all of the agreements of the parties with respect to the subject matter thereof and supersedes all prior dealings between them with respect to such subject matters.
TIME IS OF THE ESSENCE.

Executed as of the 10th day of June, 2002.

WITNESS:

Timothy H. Hart

F:\DOCUMENT\B\LEAS\PALACCI\KRZ22002.1sc1.wpd
May 4, 2002 (2:36pm)

ALBERT PALACCI

By: Albert Palacci

KELLY, REMMEL & ZIMMERMAN

By: John M. Kelly
President

EXHIBIT B
Palacci - Kelly, Rimmel & Zimmerman

OPTION RENT

If the option for the five year renewal term is properly exercised by Tenant, Rent for the Option term shall be as follows:

1st option year: Capped Market Rent, less the Option Improvement Credit as defined below; but in any event, not less than the Minimum Option Rent.

Capped Market Rent is the lesser of (1) market rent as of the option term commencement date or (2)

\$16.75 per square foot gross = \$8,375/mth.

Minimum Option Rent is \$13.22 per sq. ft. gross = \$6,607 /mth

2nd option year- 5th option year: 3% increase each year over the prior year's Capped Market Rent, less the Option Improvement Credit; but in any event not less than 3% increase each year over the prior year's Minimum Option Rent.

The Option Improvement Credit is defined as the amount of the monthly payment which would amortize the First Option Year Improvement Expenditure (as hereinafter defined) over a 60 month period at an interest rate equal to 1% plus the Wall Street Journal Prime Lending rate as published on August 1, 2007.

The First Option Year Improvement Expenditure is defined as the actual payments by Tenant for tenant capital improvements (as defined in Exhibit A) to the Premises made during the 1st option year, provided that for this calculation First Option Year Improvement Expenditure shall not exceed \$70,000. Within thirty (30) days of the end of the 1st option year, Tenant shall deliver to Landlord a detailed statement including appropriate backup data showing the First Option Year Improvement Expenditure and Tenant's payment thereof. If Landlord does not agree with Tenant's determination of the First Option Year Improvement Expenditure, the parties shall promptly meet and attempt in good faith negotiations to reach agreement upon the amount of the first Option Year Improvement Expenditure. If agreement is not reached, the First Option Year Expenditure will be determined by, and the parties agree to promptly cooperatively engage in, binding arbitration between the parties, with each party paying one-half of the arbitration expense.

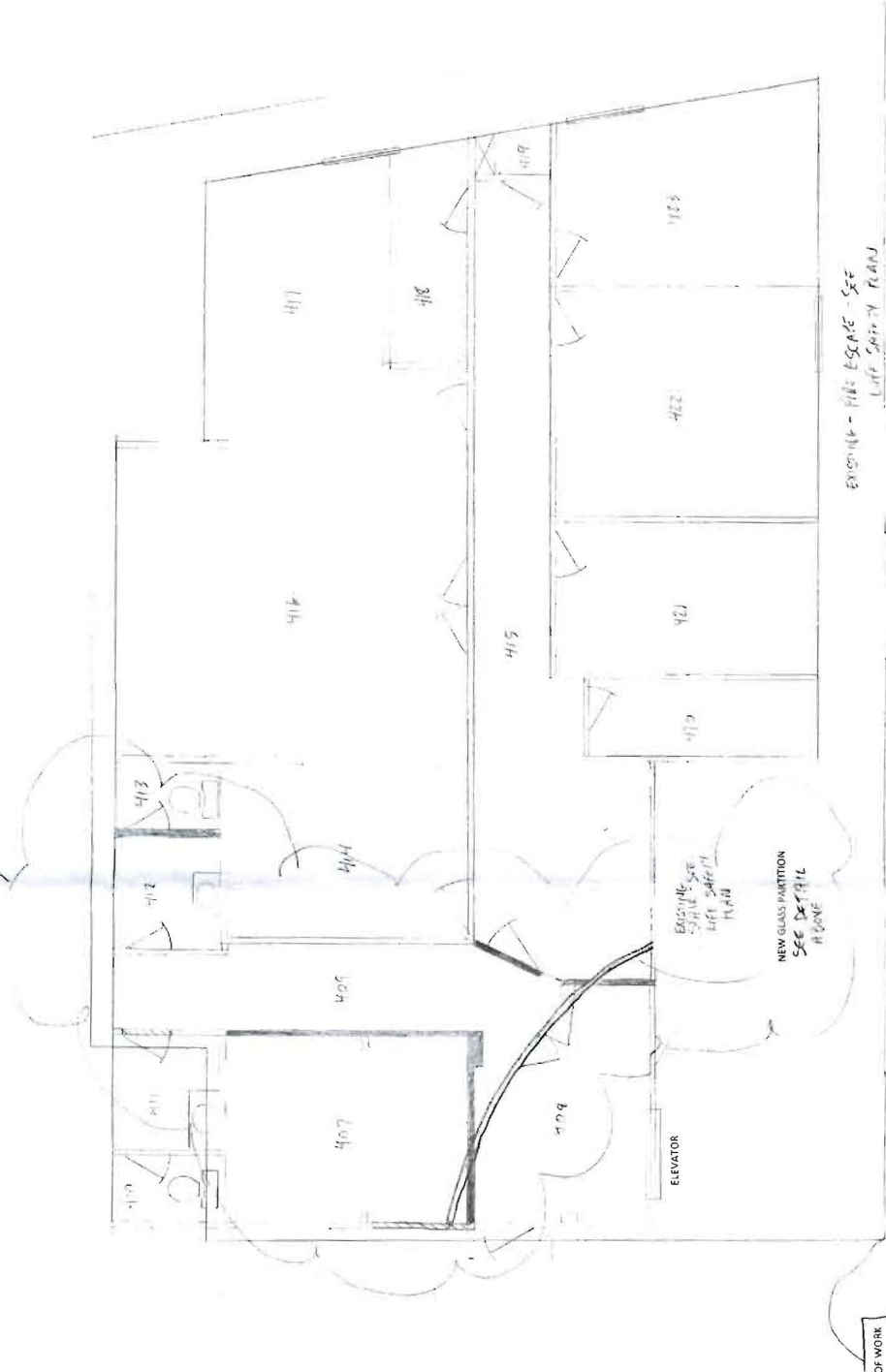
During the First Option Year, Tenant may pay \$6,607 per month toward its rent obligation, and the difference, using the First Option Year Improvement Expense as initially calculated by Tenant, that is owed for rent for the First Option Year will be determined and paid by Tenant when, within thirty days after the end of the 1st option year, it submits its determination of the First Option Year Improvement Expenditure to Landlord. Within ten (10) days of the resolution

(whether by agreement or arbitration) of the First Option Year Improvement Expenditure, Tenant shall pay such additional amount as is needed to fully pay the 1st option year rent.

As an example, assume market rent at option term commencement is \$17.00 per sq. ft, during the First Option Year tenant improvements to the leased Premises are made by Tenant totaling \$60,000, and Wall Street Journal Prime Lending Rate is 10.5% on August 1, 2007. The Capped Market Rent is \$16.75 per sq. ft. = \$8,375/mth. The Option Improvement Credit would be \$1,320, the monthly payment which amortizes \$60,000 at 11.5% (10.5% + 1%) over 60 months. The rent for the 1st option year would be \$7,055 (\$8,375-\$1,320). If during the 1st option year Tenant had paid the minimum payment of \$6,607 per month, as soon as the \$60,000 was determined after the first option year, Tenant would pay the difference of \$5,376 (\$7,055-\$6,607/mth = \$448/mth x 12 months). The monthly rent for the following option years would respectively be \$7,306 (\$8,626-\$1,320), \$7,565 (\$8,885-\$1,320), \$7,832 (\$9,152-\$1,320) and \$8,106 (\$9,426-\$1,320).

As a second example, assume market rent at option term commencement is \$16.00 per sq. ft, during the First Option Year, tenant improvements to the leased Premises are made by Tenant totaling \$75,000, and Wall Street Journal Prime Lending Rate is 13.0% on August 1, 2007. The Capped Market Rent is \$16.00 per sq. ft. = \$8,000 per month. The Option Improvement Credit would be \$1,629, the monthly payment which amortizes \$70,000 (the max. allowed) at 14% (13.0% + 1%) over 60 months. The Capped Market Rent less the Option Improvement Credit would be \$6,371 (\$8,000- \$1,629), which is less than the Minimum Option Rent, \$6,607. The monthly rent for the first option year would, therefore, be the Minimum Option Rent, \$6,607. The monthly rent for the 2nd option year would be \$6,805, the 3% increased Minimum Option Rent, because the calculated rent \$6,611 (\$8,240- \$1,629) is less than that minimum. The monthly rent for the 3rd option year would be \$7,009, the 3% increased Minimum Option Rent, because the calculated rent of \$6,858 (\$8,487-\$1,629) is less than that minimum. The monthly rent for the 4th option year would be \$7,219, the 3% increased Minimum Option Rent, because the calculated rent of \$7,113 (\$8,742-\$1,629) is less than that minimum. The monthly rent for the 5th option year would be \$7,425, the 3% increased Minimum Option Rent, because the calculated rent of \$7,375 (\$9,004-\$1,629) is less than that minimum.

AREA OF CHANGE



EXISTING - FIBER ESCAPE - SEE LIFE SAFETY PLAN

NEW GLASS PARTITION SEE DETAIL H-100

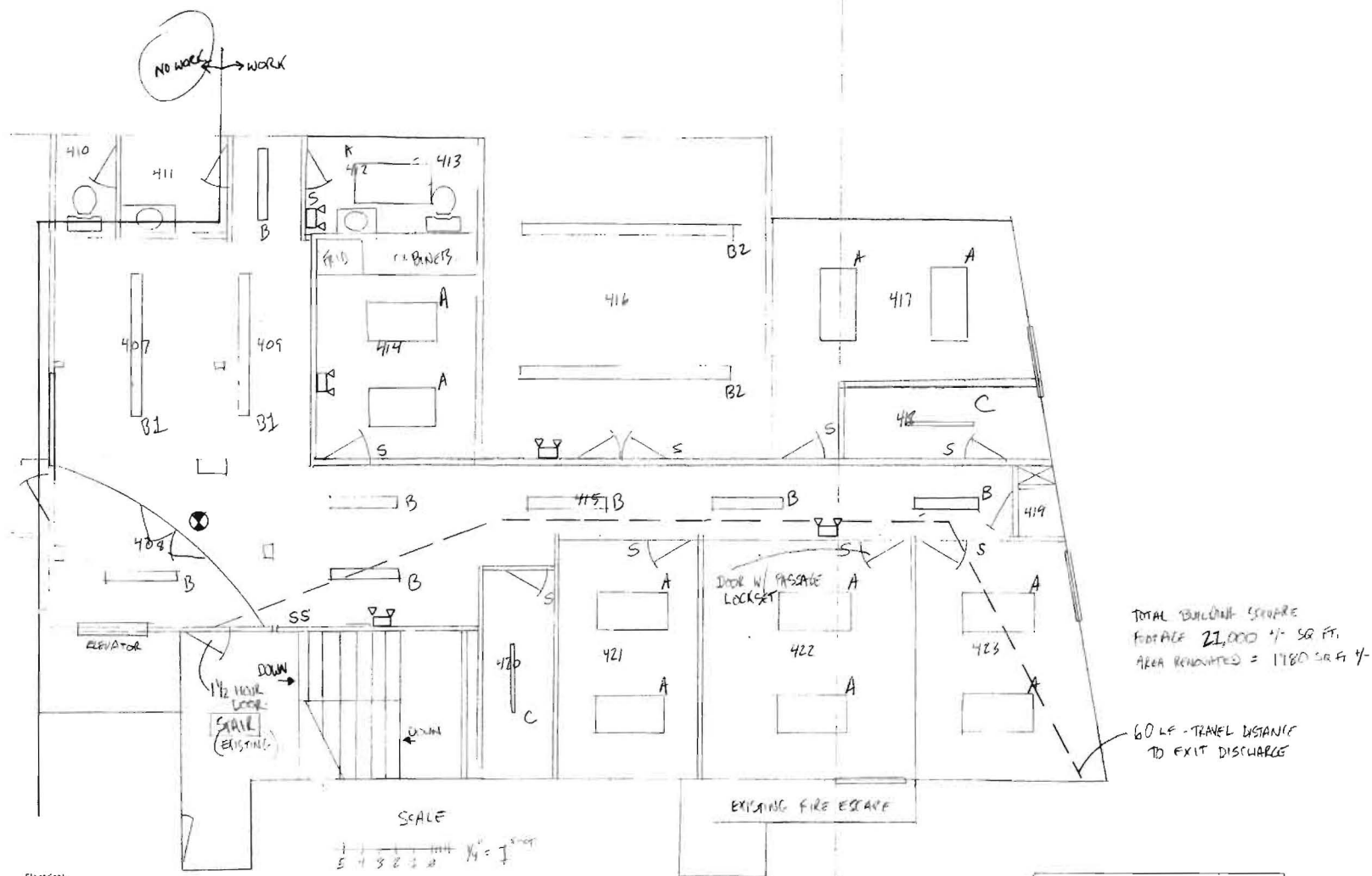
ELEVATOR

SCALE



| | | | | | |
|---|--|---|------------|--|--------------|
| <p>STROUDWATER Construction CENTRAL CONTRACTORS</p> <p>96 Ocean St. Unit 2 South Portland, Maine 04106 David@StroudwaterConstruction.com P: 207-757-9111 F: 207-767-9110</p> | | <p>Owner Kelly, Rammel & Zimmerman 53 Exchange Street Portland, Maine 04112 4th Floor Renovation</p> | | <p>Drawing Date 1. 10/1/11 2. 10/1/11 3. 10/1/11 4. 10/1/11 5. 10/1/11 6. 10/1/11</p> | |
| Notes: | Painting walls and paint wall with and trim with two coats. Leave floor natural finish. | Ceilings: | Gypsum | Walls: | Painted Gyp. |
| Flooring: | Include any floor cover in the flooring pricing. | Flooring: | Gypsum | Painted Gyp. | Painted Gyp. |
| Gypsum Ceiling: | provide a curved ceiling over the curved entry glass. Allow for the glass track to be installed 3" and be flush with the plasterboard finish. Provide R18 fiberglass insulation above ceiling. | Acoustical Ceilings: | Acoustical | Painted Gyp. | Painted Gyp. |
| Acoustical Ceilings: | Provide similar layout and be in 1st floor. Provide R38 insulation above ceiling. | Acoustical Ceilings: | Acoustical | Painted Gyp. | Painted Gyp. |
| Millwork: | provide new kitchen cabinets with upper and lower. Provide room for a refrigerator on the left side. Provide for a sink with ADA accessibility. Provide a laminate countertop. | Acoustical Ceilings: | Acoustical | Painted Gyp. | Painted Gyp. |
| Acoustical Ceilings: | Provide a new bathroom vanity and laminate countertop. Provide for a sink. | Acoustical Ceilings: | Acoustical | Painted Gyp. | Painted Gyp. |
| Acoustical Ceilings: | Sinks will be supplied by the plumber and cut by the millwork contractor. | Acoustical Ceilings: | Acoustical | Painted Gyp. | Painted Gyp. |
| Acoustical Ceilings: | Provide a coat rod and shelf in room 419. | Acoustical Ceilings: | Acoustical | Painted Gyp. | Painted Gyp. |
| Acoustical Ceilings: | Provide for new elevator wall panels. Overlay existing. | Acoustical Ceilings: | Acoustical | Painted Gyp. | Painted Gyp. |
| Acoustical Ceilings: | Provide new sink in the kitchen and bathroom. Provide a garbage disposal in | Acoustical Ceilings: | Acoustical | Painted Gyp. | Painted Gyp. |

NO WORK THIS AREA



TOTAL BUILDING SQUARE
FOOTAGE 21,000 +/- SQ. FT.
AREA RENOVATED = 1780 SQ. FT.

60 LF. TRAVEL DISTANCE
TO EXIT DISCHARGE

Electrical

- Furnish and install new lighting as outlined below. Modify switching for demo wall area and new wall areas
- Modify electrical in kitchen area. Relocate existing outlets in existing wall to accommodate new electrical layout.
- Install a floor box in room 416 for data, phone and future projector. Run conduit to wall and ceiling for future and proposed
- Furnish and provide marked up life safety plan for furnish and install and permit application *

Light fixture Schedule

- 11- A- Finelite 2x4 Fixture - HPR-2-2X4-2T8-DCO-SC-120V-C1-S-88 must be IC rated
 7- B- Finelite Series 15 Pendant Mount Fixture - S15-4'-2T8-SC-120V-FA- for gypsum ceiling
 2- B1- Finelite Series 15 Pendant Mount Fixture - S15-8'-2T8-SC-120V-FA- for gypsum ceiling
 2- B2- Finelite Series 15 Pendant Mount Fixture - S15-12'-2T8-SC-120V-FA- for gypsum ceiling
 2- C- Columbia Surface Mount Fixture- AWW4-232-E081
 S New or existing switch

Data-

All data in cat G

1- ⦿ Exit sign

5- ☐ Emergency light

* All Fire Alarm
work by others (LANDLORD)

Contractor:

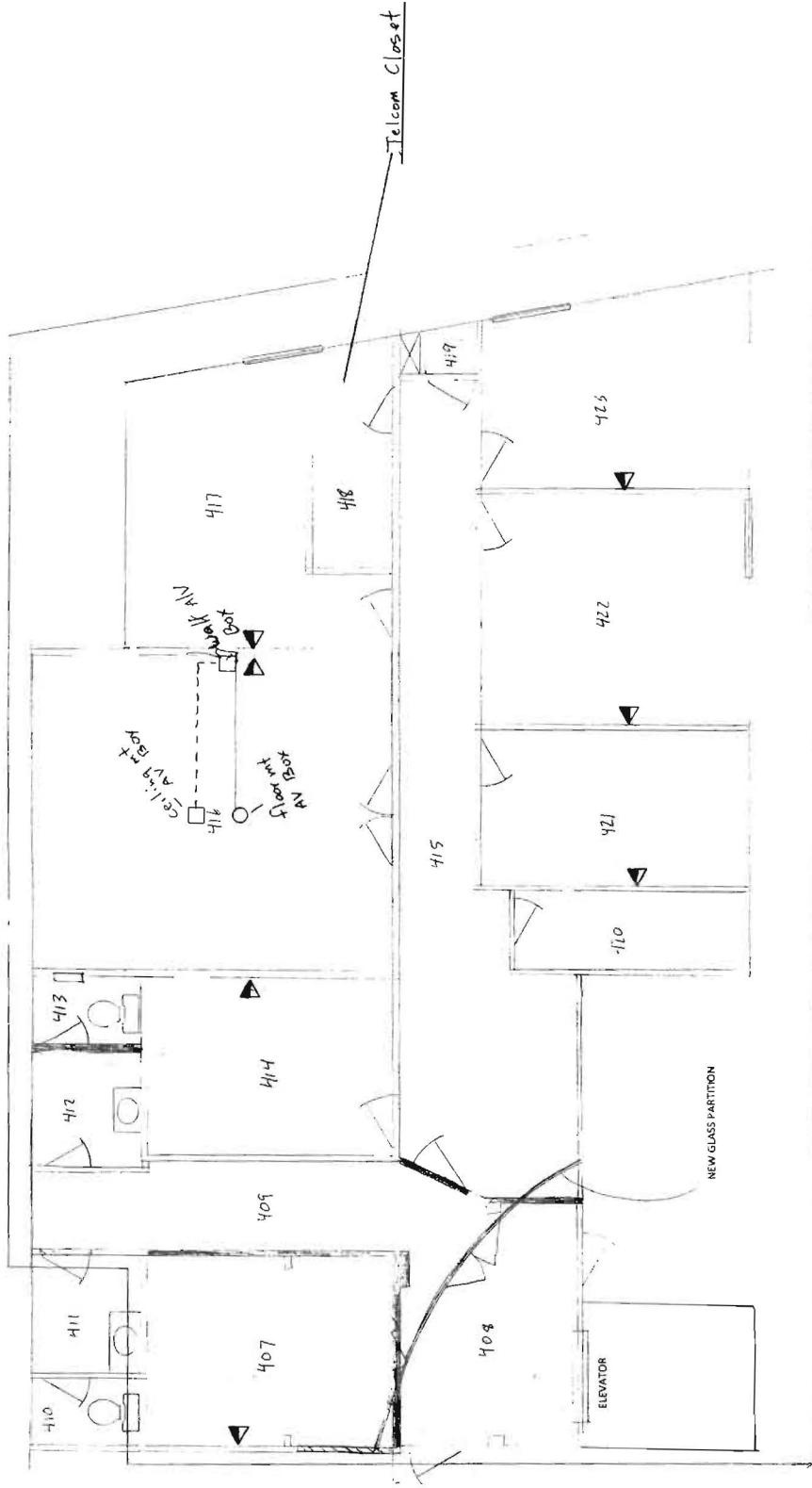
STROUDWATER
Construction
GENERAL CONTRACTOR

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David@StroudwaterConstruction.com
P: 207-767-9111
F: 207-767-9110

Owner:

Kelly, Rimmel & Zimmerman
53 Exchange Street
Portland, Maine 04112
4th Floor Renovation

ESR



Contractor:

STROUDWATER
Construction
GENERAL CONTRACTOR

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Portland, Maine 04112
4th Floor Renovation

SCALE
1" = 10'-0"

