

Assignment and Assumption of Lease

This Assignment and Assumption of Lease is made this 6th day of April 2006, by and between Pizzagalli Properties, LLC, a Vermont limited liability company ("Assignor") and 11 TEMPLE MHR LLC, a Maine limited liability company ("Assignee");

WHEREAS, Assignor, as the successor by merger to Pizzagalli Development Company, is a party to a certain Lease Agreement between Pizzagalli Development Company, as Landlord and the City of Portland, as Tenant, dated March 18, 1983, as modified by an Amendment Agreement, dated June 9, 1983 and as modified by a Second Lease Amendment dated April 30, 1991, and a Memorandum of said Lease dated March 18, 1983 is recorded in the Cumberland County Registry of Deeds, Book 6139, Page 164 (hereinafter collectively referred to as the "Lease");

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire from Assignor all of Assignor's interest in and to said Lease and Assignee has agreed to assume all obligations of Assignor under said Lease from the date hereof forward; and

WHEREAS, it is the intention of the parties hereto that Assignor's interest in and obligations under the Lease be assigned to and assumed by Assignee as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Assignment and Assumption. Assignor hereby sells, transfers, conveys, grants and assigns to Assignee, its successors and assigns, all right, title and interest of Assignor in and to the Lease. Assignee hereby accepts such assignment and assumes and agrees to punctually pay and perform all obligations, liabilities and responsibilities of Assignor under the Lease, from and after the date of this Agreement. Assignor hereby agrees to pay and perform all obligations, liabilities and responsibilities of Assignor under the Lease incurred prior to the date of this Agreement.

2. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Agreement shall be governed by the laws of the State of Maine.

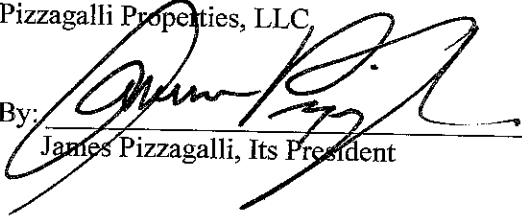
(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Lease to be executed as a sealed instrument as of the date first above written.

Witness:

Judith Pizzagalli

ASSIGNOR:
Pizzagalli Properties, LLC

By: 
James Pizzagalli, Its President

ASSIGNEE: 11 TEMPLE MHR LLC

By: P3 Management LLC, It's Manager

By: _____
Peter S. Mugar, Its Manager

By: _____
Philip C. Haughey, Jr., Its Manager

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Lease to be executed as a sealed instrument as of the date first above written.


Witness:

ASSIGNOR:
Pizzagalli Properties, LLC


By: _____
James Pizzagalli, Its President

ASSIGNEE: 11 TEMPLE MHR LLC

By: P3 Management LLC, It's Manager

By: 

Peter S. Mugar, Its Manager

By: 

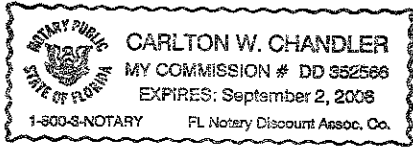
Philip C. Haughey, Jr., Its Manager

STATE OF FLORIDA

County of Palm Beach

April 6, 2006

Then personally appeared the within-named JAMES PIZZAGALLI, President of Pizzagalli Properties, LLC, and made oath that the foregoing was his free act and deed and that of Pizzagalli Properties, LLC.



By [Signature]
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

On this _____ day of _____ 2006, before me, the undersigned notary public, personally appeared PETER S. MUGAR, proved to me through satisfactory evidence of identification, which were

- personal knowledge; or
- _____

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as Manager of P3 Management LLC for its stated purpose.

(SEAL)

Notary Public -
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

On this _____ day of _____ 2006, before me, the undersigned notary public, personally appeared PHILIP C. HAUGHEY, JR, proved to me through satisfactory evidence of identification, which were

STATE OF MAINE

County of _____, ss. _____, 2006

Then personally appeared the within-named JAMES PIZZAGALLI, President of Pizzagalli Properties, LLC, and made oath that the foregoing was his free act and deed and that of Pizzagalli Properties, LLC.

By: _____
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this 6 day of April 2006, before me, the undersigned notary public, personally appeared PETER S. MUGAR, proved to me through satisfactory evidence of identification, which were

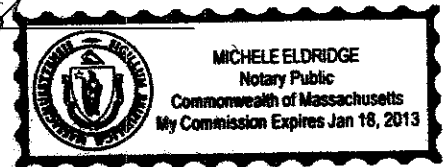
- personal knowledge; or
- _____,

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as Manager of P3 Management LLC for its stated purpose.

(SEAL)

Michele Eldridge

Notary Public -
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this 6 day of April 2006, before me, the undersigned notary public, personally appeared PHILIP C. HAUGHEY, JR, proved to me through satisfactory evidence of identification, which were

personal knowledge; or

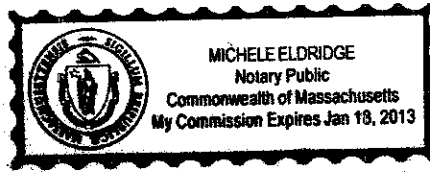
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as Manager of P3 Management LLC for its stated purpose.

(SEAL)

Michele E. Eldridge

Notary Public -

My Commission Expires:



Received
Recorded Register of Deeds
Apr 10, 2006 04:02:08P
Cumberland County
John B O'Brien