

**SUBLEASE AGREEMENT**

THIS SUBLEASE AGREEMENT (this "Sublease") is made this 18<sup>th</sup> day of March, 2014, by and between **Gorham Savings Bank**, a Maine banking corporation, the successor of Atlantic Insurance Agencies dba Turner Barker Insurance (the "Sublandlord") and **PK Holdings, Inc. d/b/a Foundation House**, a Maine corporation (the "Subtenant").

**RECITALS:**

WHEREAS, **160 Preble, LLC**, successor-in-interest to Unique Properties, LLC (the "Landlord"), as landlord, and Sublandlord, as successor-in-interest to Atlantic Insurance Agencies d/b/a Turner Barker Insurance, are parties to that certain Commercial Lease dated May 12, 2009, as amended by First Lease Amendment to Commercial Lease dated July 31, 2012, which is attached hereto as Exhibit A (collectively, the "Lease"), whereby Landlord leased to Sublandlord the land and building (the "Premises") located at 160 Preble Street, Portland, Maine; and

WHEREAS, Sublandlord and Subtenant desire to enter into this Sublease pursuant to which Subtenant will lease from Sublandlord and Sublandlord will lease to Subtenant the entire Premises.

NOW, THEREFORE, for and in consideration of the rental stated below and their mutual covenants, the parties agree as follows. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

1. Demise of Premises. The Sublandlord does hereby lease and rent to Subtenant, and Subtenant hereby leases and rents from Sublandlord, the entire Premises leased to Sublandlord pursuant to the Lease.

*CWE PB*  
2. 19 Term. (a) The initial term of this Sublease (the "Sublease Term") shall begin on March ~~X~~, 2014 (the "Commencement Date") and shall be coterminous with the initial term of the Lease, which shall expire on May 31, 2019 unless this Sublease or the Lease is sooner terminated in accordance with the terms and conditions set forth herein or in the Lease.

(b) Sublandlord is not obligated to extend the term of the Lease at the expiration of the initial term. Provided that Landlord executes the Landlord Consent and Joinder provision attached to this Sublease, Subtenant shall have the option to extend the term of this Sublease for one (1) additional term of five (5) years (the "Extended Term"). In such event Sublandlord and its Guarantor shall have no further obligations under the Lease or Sublease, and the Sublease and the Lease as incorporated herein shall continue during the Extended Term as a direct lease between Landlord and Subtenant, upon the same terms, covenants and conditions as those contained in the Sublease. In order for Subtenant to have the benefit of the Extended Term, Subtenant must give at least nine (9) months' prior written notice to Landlord and Sublandlord and otherwise comply with all terms and provisions of the Lease applicable to exercise of the extension option. Base Rent during the Extended Term shall be determined in the manner set forth in the Lease.

3. Rent; Additional Rent; Utilities. (a) Commencing on July ~~X~~<sup>19</sup> 2014 (the "Rent Commencement Date") Subtenant shall pay to Sublandlord in advance, in equal monthly installments on or before the first day of each month, without abatement, deduction or setoff, Base Rent in the following amounts:

<u>Period</u>	<u>Base Rent</u>	<u>Monthly Installment</u>
Jul <del>X</del> <sup>19</sup> , 2014 – Oct 31, 2014	\$39,688.00	\$9,922.00
Nov 1, 2014 – Oct 31, 2015	\$129,228.00	\$10,769.00
Nov 1, 2015 – Oct 31, 2016	\$132,858.00	\$11,071.50
Nov 1, 2016 – Oct 31, 2017	\$133,122.00	\$11,093.50
Nov 1, 2017 – Oct 31, 2018	\$140,580.00	\$11,715.00
Nov 1, 2018 – May 31, 2019	\$84,353.50	\$12,050.50

(b) Commencing on the Rent Commencement Date Subtenant shall reimburse Sublandlord for (or pay directly if requested by Sublandlord) all additional rent, including Taxes and Operating Expenses and other charges payable by Sublandlord under the Lease, properly prorated to adjust for any periods prior to the Rent Commencement Date to which such additional rent or charge is attributable. All payments to Landlord on account of the additional rent shall be made within 10 days after receipt of the statement therefor showing the computation of such additional rent; provided, however Sublandlord shall have the right, upon notice to Subtenant, to require that payments of additional rent be made in monthly estimated installments, as part of Subtenant's total Rent, at the times and in the manner herein provided for the payment of the Base Rent, followed by an annual reconciliation. Subtenant shall have the right, from time to time, to request that Sublandlord provide Subtenant with back-up documentation and supporting bills evidencing the amount of all additional rent charges imposed by Sublandlord during the term of this Sublease and conduct an audit of same for accuracy. Any mistakes or inaccuracies that may be found shall be fairly adjusted between the parties. Sublandlord agrees to provide such documentation to Subtenant within ten (10) days of the date such a request is made. It is the intention of the parties that the Base Rent payable hereunder shall be net to Sublandlord so that this Sublease shall yield to Sublandlord the net Base Rent specified herein during the term of this Sublease, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be paid by Subtenant.

(c) Subtenant shall set up accounts in its name and pay all charges for utilities consumed on the Premises directly to the suppliers thereof as set forth in the Lease.

(d) Subtenant agrees to be responsible for all snowplowing and snow removal, and landscaping, of the parking and common areas of the Premises at its own cost and expense.

(e) Sublandlord shall have the same remedies for late payment of Base Rent, additional rent and other charges as are available to Landlord under the Lease.

4. Security Deposit. The Subtenant shall pay to Sublandlord a security deposit in the amount of \$9,922.00. If Subtenant defaults in respect of any of the terms, provisions,

covenants and conditions of this Sublease, Sublandlord may apply or retain the whole or any part of the security for the payment of any rent or other sum which Sublandlord may expend or be required to expend by reason of Subtenant's default. If Subtenant shall fully and faithfully comply with all the terms and provisions of this Sublease, the security deposit, or any balance thereof, shall be returned to Subtenant at the expiration of the term hereof, and after the removal of Subtenant and surrender of possession of the Premises to Sublandlord; provided, however, if Subtenant exercises its extension option, Sublandlord shall transfer the Security Deposit to Landlord contemporaneously with the return of Sublandlord's Security Deposit, and the Security Deposit shall be governed by the terms of the Lease. Whenever and as often as the amount of the security deposit held by Sublandlord shall be diminished by Sublandlord's application thereof, Subtenant shall, within ten (10) days after Sublandlord's request therefor, deposit additional money with Sublandlord sufficient to restore the security to its original amount. Subtenant shall not be entitled to any interest on the aforesaid security deposit.

5. Sublandlord's Work; Subtenant's Work. (a) Sublandlord agrees to repair and repaint the exterior building façade on the side that faces the building's parking lot in order to remove all evidence of previous Turner Barker signage. Such work shall be done as soon as weather permits, but in no event later than May 15, 2014. Sublandlord shall use a paint which is an exact match with the existing paint. Except for the foregoing, Sublandlord shall not be obligated to perform any improvements or fit-up whatsoever with regard to the Premises and the Premises are being leased by Sublandlord to Subtenant "as is", without any representation or warranty by Sublandlord. Without limiting the generality of the foregoing, Sublandlord makes no representation or warranty whatsoever regarding the physical condition of the Premises, their compliance with zoning, environmental or other laws, codes, regulations or legal requirements, or their fitness for Subtenant's purposes.

(b) Except as set forth in subparagraph (a) above, Subtenant shall be responsible for performing all leasehold improvements at its cost and expense. Attached hereto as Exhibit B is a Scope of Subtenant's Work ("**Subtenant's Work**"). Prior to commencing any work, plans and specifications for Subtenant's Work shall be submitted to Sublandlord for approval, which approval Sublandlord agrees not to unreasonably withhold or delay; provided, however, (1) such leasehold improvements shall be further subject to obtaining any necessary consent or approval from Landlord in accordance with the terms of the Lease, (2) Subtenant's Work shall be performed in accordance with all of the terms and conditions of the Lease, and (3) removal of Subtenant's leasehold improvements and trade fixtures at the expiration of the term shall be governed by the terms and provisions of the Lease; provided, however, Subtenant may remove from the Premises at any time all fixtures and appliances (including kitchen appliances) that it installs.

6. Relationship to Lease. This Sublease and all of Subtenant's rights hereunder are expressly subject to and subordinate to all the terms of the Lease. Except as set forth herein, the terms of the Lease are incorporated herein and Subtenant hereby assumes all obligations of Sublandlord, as tenant under the Lease, and agrees to be bound by the terms of the Lease as fully and to the same extent as if Subtenant were tenant under the Lease. Subtenant hereby acknowledges that to the extent Landlord is not performing its obligations under the Lease, in no

event will Sublandlord be deemed to be in default of this Sublease as a result of such nonperformance by the Landlord.

7. Repairs, Maintenance, Services. The only services or rights to which Subtenant is entitled hereunder are those to which Sublandlord is entitled under the Lease, and for all services and rights Subtenant will look solely to the Landlord. Sublandlord's sole obligation with respect to any work, services, repairs and restoration, or the performance of any other obligations required of the Landlord, shall be to, upon request by Subtenant, use good faith efforts to cause Landlord to perform its obligations under the Lease; provided, further, that Subtenant shall be responsible for performing, at its expense, all repairs, restoration, maintenance and services with respect to the Premises for which Sublandlord is responsible as tenant under the Lease. Sublandlord hereby grants to Subtenant the right to request the services directly from the Landlord, and to conduct such proceedings (in court or elsewhere), at Subtenant's expense, as may be required to obtain from the Landlord any such work, services, repairs and restoration or the performance of such obligations.

8. Use; Signage. (a) Under the Lease the use of the Premises is limited to general office use. Provided that Landlord executes the Landlord Consent and Joinder provision attached hereto, Subtenant may use the Premises for professional counseling services which shall include without limitation cooking and nutrition classes in a kitchen to be installed on the Premises. The Subtenant's use of the Premises shall in all other respects be strictly in accordance with the terms and provisions of the Lease. Subtenant shall be responsible for ensuring that its proposed use is permitted and complies with all applicable City ordinances.

(b) Subtenant shall have the right to erect signage on the exterior façade of the building, provide such signage has been approved by Sublandlord, which approval shall not be unreasonably withheld or delayed; provided, further, that such signage must be in compliance with the terms of the Lease, including Landlord's consent if required, and must comply with all applicable state and local ordinances.

9. Breach of Lease; Indemnification. Subtenant shall neither do, nor permit to be done, anything which would cause or result in any breach or default with respect to the Lease, cause the Lease to be terminated, result in any hold over at the end of the Lease term, or result in any other liability on the part Sublandlord. Any act or omission by Subtenant that would constitute a default under the Lease shall be deemed a default by Subtenant under this Sublease and Sublandlord shall be entitled to exercise any and all remedies that Landlord may have under the Lease in addition to any remedies set forth herein. Subtenant shall indemnify and hold Sublandlord harmless from and against all losses, claims, liabilities, injury, damage, costs or expenses (including, without limitation attorneys' fees) resulting from any breach or default with respect to the Lease, any termination of the Lease caused by Subtenant, or any hold over or other liability on the part of Sublandlord caused by Subtenant.

10. Defaults; remedies. If any one or more of the following events (herein sometimes called "events of default") shall occur:

(i) If default shall be made by Subtenant in the due and punctual payment of any installment of the base rent, additional rent or other amount payable under this Sublease, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days after written notice from Sublandlord to Subtenant; provided, however, that written notice of default shall be required under this subparagraph only twice in any twelve (12) month period after which Subtenant shall be in default and Sublandlord may thereupon terminate this Sublease and exercise any other remedies available to it hereunder, without further demand or notice, if Subtenant fails to pay such amount when due;

(ii) If default shall be made by Subtenant in the performance or compliance with any of the terms or conditions in this Sublease, other than those referred to in the foregoing subparagraph (i), and such default shall continue for a period of thirty (30) days after written notice from Sublandlord to Subtenant specifying the items in default, or such longer period as is reasonably necessary under the circumstances provided Subtenant has commenced and thereafter diligently pursues the cure of such default ; or

(iii) If the leasehold hereby created shall be taken on execution, or by other process of law, or if any assignment shall be made of Subtenant's property for the benefit of creditors, or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Subtenant's property, or if a petition is filed by Subtenant under any bankruptcy, insolvency or other debtor relief law, or if a petition is filed against Subtenant under any bankruptcy, insolvency or other debtor relief law and the same shall not be dismissed within sixty (60) days from the date upon which it is filed;

then upon the occurrence of an event of default by Subtenant hereunder, Sublandlord shall have all the rights and remedies against Subtenant as would be available to the Landlord against the tenant under the Lease if such breach were by the tenant thereunder, including without limitation the right to terminate this Sublease.

11. Quiet Enjoyment. Provided Subtenant has performed its obligations hereunder, Subtenant shall have the quiet enjoyment of the Premises without interference by Sublandlord or anyone claiming by, through or under Sublandlord.

12. Insurance and Indemnities. The Subtenant hereby agrees to indemnify and hold Sublandlord harmless with regard to its leasing and use of the Premises, to the same extent that Sublandlord, as tenant, is required to indemnify and hold Landlord harmless with respect to the Premises pursuant to the Lease. Likewise, Subtenant hereby agrees to obtain and provide evidence satisfactory to Sublandlord and Landlord, on or before the date of this Sublease, that Subtenant is carrying insurance in the same amounts and of the same type required to be carried by Sublandlord with regard to the Premises pursuant to the Lease, which insurance shall name both Sublandlord and Landlord as additional insureds and shall in all other respects comply with the terms and provisions of the Lease.

13. Assignment and Further Subletting. Subject to receipt of consent from Landlord to the extent required pursuant to the Lease, Subtenant shall have the right to assign the Sublease in its entirety or to sub-sublease all or a portion of the Premises without the consent of

Sublandlord to (a) an entity resulting from a merger or consolidation with Subtenant, (b) any entity succeeding to the business and assets of Subtenant, or (c) any subsidiary or affiliate of Subtenant. Subtenant shall not otherwise, either voluntarily or by operation of law, directly or indirectly, sell, assign or transfer this Sublease, in whole or in part, or sublet the Premises or any part thereof without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld or delayed, and subject also to receipt of consent from Landlord to the extent required pursuant to the Lease.

14. Notices. Notices by Sublandlord and Subtenant shall be given to each other at the following addresses in the same manner provided by the Lease. Notices to Subtenant shall be delivered or sent to Subtenant at the Premises or to such other address as may be designated by Subtenant by written notice to Sublandlord; and notices to Sublandlord shall be delivered or sent to Gorham Savings Bank, 10 Wentworth Drive, Gorham, ME 04038, or to such other address as may be designated by Sublandlord by written notice to Subtenant:

15. Brokers. The Sublandlord will be responsible for the commission due to Malone Commercial Brokers and The Babcock Group, LLC. The aggregate commission, which shall be split equally by said brokers, is five (5%) percent. Sublandlord and Subtenant each hereby agrees to indemnify and hold the other harmless from and against any liabilities and claims for commissions and fees due or claimed to be due by any other party, other than the aforementioned brokers, claiming to have dealt with the indemnifying party in connection with this Sublease.

16. Miscellaneous. This Sublease shall be governed by the laws of the State of Maine. Time shall be of the essence with regard to the obligations under this Sublease. This Sublease supersedes all prior discussions and agreements among Sublandlord, Subtenant and Landlord and incorporates their entire agreement in connection with the Sublease. The submission of this Sublease for examination does not constitute an offer to lease the Premises and this Sublease becomes effective only upon the full execution and delivery by both parties, and after execution of the Consent and Joinder by the Landlord.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

“SUBLANDLORD”

**GORHAM SAVINGS BANK**

By: Christopher W. Emmons  
Print Name: Christopher W. Emmons  
Title: Pres. & CEO

“SUBTENANT”

**PK HOLDINGS, INC.**  
d/b/a Foundation House

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sublandlord to (a) an entity resulting from a merger or consolidation with Subtenant, (b) any entity succeeding to the business and assets of Subtenant, or (c) any subsidiary or affiliate of Subtenant. Subtenant shall not otherwise, either voluntarily or by operation of law, directly or indirectly, sell, assign or transfer this Sublease, in whole or in part, or sublet the Premises or any part thereof without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld or delayed, and subject also to receipt of consent from Landlord to the extent required pursuant to the Lease.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

“SUBLANDLORD”

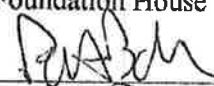
“SUBTENANT”

**GORHAM SAVINGS BANK**

**PK HOLDINGS, INC.**

d/b/a Foundation House

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Print Name: Patrick Babcock  
Title: President

PB

LANDLORD CONSENT AND JOINDER

160 Preble, LLC, Landlord under the Lease, hereby consents to the foregoing Sublease and all of the terms and conditions thereof, including without limitation:

- (i) the change in use reflected in Paragraph 8;
- (ii) the Scope of Subtenant's Work described in Exhibit B, subject to Landlord's approval of plans and specifications therefor, including Landlord's prior approval of all related permits and permit application materials, which approval shall not be unreasonably withheld or conditioned, and shall be promptly given by Landlord, and if Landlord has not responded to Subtenant's request for approval of the plans and specifications and all related permits and permit applications within five (5) business days of its receipt of a written request for approval, such approval shall be deemed to have been granted by Landlord and subject to Subtenant's compliance with all of the provisions of the Lease regarding performance of such work;
- (iii) the right of Subtenant to remove fixtures and appliances as set forth in Paragraph 5(b); and
- (iv) the assignment and subletting provisions of Paragraph 13, all of which shall control.

Without limiting the foregoing, Landlord agrees to be bound by the terms of Paragraph 2(b) above giving Subtenant the right to extend the term of the Lease, and providing for the Sublease and the Lease as incorporated herein to become a direct lease between Subtenant and Landlord if Subtenant properly exercises its extension option.

The consent of Landlord above is subject to the following additional terms and conditions, which are hereby agreed to by the undersigned Subtenant, Sublandlord, and Gorham Savings Bank in its capacity as guarantor ("**Guarantor**") of the Lease obligations under a certain Guaranty of Lease dated May 12, 2009 (the "**Lease Guaranty**"):

- (a) **Subtenant's Scope of Work.** The following terms and conditions shall apply with respect to the Subtenant's Scope of Work:
  - (i) **Installation of Roof Improvements.** Notwithstanding any terms to the contrary contained in the Sublease or the Lease, with respect to the installation of any improvements that are a part of the Subtenant's Scope of Work that specifically relate to the roof of the Premises (the "Roof Work"), the Landlord shall have the right to require Subtenant to use a roof contractor selected by Landlord for the purpose of installing and completing such Roof Work, to the reasonable satisfaction of Landlord, and all costs and expenses relating to such Roof Work shall be paid for by Subtenant.
  - (ii) **Roof Maintenance.** Notwithstanding any terms to the contrary contained in the Sublease or the Lease, the Sublandlord, during the Sublease Term, and the Subtenant shall be responsible for all costs and expenses incurred by Landlord that are reasonably related to the repair, maintenance, or replacement of the improvements made to the roof by Subtenant;



(iii) **Roof Warranty.** Subtenant shall not complete any construction or improvements that void or unreasonably threaten to void the Landlord's roof warranty, which, if such condition occurs and is not remedied or cured by Subtenant or Sublandlord, as applicable, within thirty (30) days written notice thereof by Landlord, shall be an event of default under the Lease and Sublease, as applicable.

(iv) **Removal of Tenant Improvements.** Upon the expiration or earlier termination of the Lease or Sublease, as applicable, Subtenant at its sole cost and expense shall remove all improvements made with respect to the Scope of Work, and if the Subtenant shall thereafter fail to remove the improvements installed as a part of the Scope of Work, as required in accordance with the terms of the Lease and Sublease, as applicable (the "**Removal Work**"), the Landlord shall have the right to retain its own independent contractor to complete such Removal Work or to correct or repair any defective work, and all related costs and expenses incurred by Landlord shall be the liability of the Sublandlord, for costs arising during the Sublease Term, and the Subtenant.

(v) **Consent to Change of Use.** Landlord's consent to the change of use referenced in Paragraph 8 of the Sublease is expressly conditioned upon the agreement by Subtenant to remove the improvements made pursuant to the Scope of Work, as described above, and such consent is expressly limited to the Sublease during the Sublease Term and Extended Term, as applicable.

(vi) **Survival of Lease Guaranty for Roof Damages.** All damages, claims, costs, expenses, and liabilities incurred by Landlord, including reasonable attorney's fees, which arise from or relate to the Removal Work and which specifically relate to the roof of the Premises (the "**Roof Removal Work Damages**"), shall, notwithstanding any contrary terms of the lease Guaranty, continue and survive as the ongoing obligation of Guarantor under the Lease Guaranty, which shall, with respect to such Roof Removal Work Damages, survive the expiration or earlier termination of the Lease and Sublease, as applicable.

(vii) **Limitation to Survival of Lease Guaranty for Roof Damages.**

Notwithstanding the terms of subsection (a)(vi) above, the liability of Guarantor thereunder shall terminate and expire upon the earlier of the following: (A) the date occurring one (1) year after the completion of all Removal Work relating to the roof improvements installed as a part of the Subtenant's Scope of Work; or (B) the date occurring one (1) year after the expiration of the Lease term.

(b) **Condition to Landlord Approval of Extended Term.** Notwithstanding any terms herein to the contrary, as a condition to Landlord's consent to the Extended Term of Subtenant, Landlord may require in its sole discretion that Subtenant provide to Landlord a Guaranty of Lease, substantially in the form of the existing Guaranty attached as Exhibit B to the Lease, to be executed and delivered, prior to the commencement of any Extended Term, by any or all persons that own or hold, directly or indirectly, an ownership interest in the Subtenant.

(c) **Miscellaneous.** Except as otherwise expressly set forth in this instrument or the Sublease, all other provisions of the Lease shall and do remain in full force and effect, and are hereby ratified and confirmed. This instrument may be executed in multiple counterpart originals, and executed

copies of this instrument delivered by facsimile transmission or electronic mail shall be deemed acceptable as original signatures and shall be fully binding and enforceable. This instrument shall be governed in accordance with the laws of the State of Maine.

The undersigned have caused this landlord Consent and Joinder to be duly executed on this effective date of \_\_\_\_\_, 2014.

**160 PREBLE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE FOREGOING TERMS, CONDITIONS, AND AGREEMENTS ARE HEREBY  
ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED:

SUBTENANT:  
**PK Holdings Inc., dba Foundation House**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUBLANDLORD/GUARANTOR:  
**Gorham Savings Bank**

By: Christopher W Emmons  
Name: CHRISTOPHER W EMMONS  
Title: PRES + CEO

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The undersigned have caused this landlord Consent and Joinder to be duly executed on this effective date of \_\_\_\_\_, 2014.

**160 PREBLE, LLC**

By: Jennifer V. Furman  
Name: Jennifer V. Furman  
Title: Manager

THE FOREGOING TERMS, CONDITIONS, AND AGREEMENTS ARE HEREBY  
ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED:

SUBTENANT:

**PK Holdings Inc., dba Foundation House**

By: Parvul G. Barcott  
Name: Parvul G. Barcott  
Title: President

SUBLANDLORD/GUARANTOR:

**Gorham Savings Bank**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BB

EXHIBIT A

Copy of Lease

EXHIBIT B

Scope of Subtenant's Work

**ACKNOWLEDGMENT AND CONSENT AGREEMENT**

**REGARDING COMMERCIAL LEASE**

(160 Preble Street, Portland, Maine)

ACKNOWLEDGMENT AND CONSENT AGREEMENT ("**Agreement**") made this \_\_\_ day of March, 2014 in connection with respect a certain Commercial Lease dated May 12, 2009 (the "**Lease**") by and between **Gorham Savings Bank** with a mailing address at 10 Wentworth Drive, Gorham, Maine 04038, as successor Tenant to Atlantic Insurance Agencies d/b/a Turner Barker Insurance (hereinafter referred to as the "**Tenant**"), and **160 Preble, LLC**, a Maine limited liability company with a mailing address at 65 Town Farm Road, Buxton, Maine 04093, as successor Landlord to Unique Properties, LLC (hereinafter referred to as the "**Landlord**"), which Lease relates to certain premises at 160 Preble Street, Portland, Maine, as more particularly described in said Lease (the "**Premises**").

NOW THEREFORE, for good and valuable consideration received, the undersigned hereby agree as follows:

1. **Acknowledgment of Successor Landlord.** The Tenant hereby acknowledges and agrees to recognize **160 Preble, LLC** as successor Landlord to Unique Properties, LLC under the Lease, with all rights and privileges of Landlord thereunder.
2. **Acknowledgment of Successor Tenant.** The Landlord hereby acknowledges and agrees to recognize **Gorham Savings Bank** as successor Tenant to Atlantic Insurance Agencies d/b/a Turner Barker Insurance under the Lease, with all rights and privileges of Tenant thereunder.
3. **Construction.** Except as otherwise expressly set forth in this instrument, all other provisions of the Lease shall and do remain in full force and effect, and are hereby ratified and confirmed. This instrument may be executed in multiple counterpart originals, and executed copies of this instrument delivered by facsimile transmission or electronic mail shall deemed acceptable as original signatures and shall be fully binding and enforceable. This instrument shall be governed in accordance with the laws of the State of Maine.

The undersigned have caused this instrument to be duly executed as of the date first written above.

**160 PREBLE, LLC**

By: Jennifer V. Furman

Name: Jennifer Furman

Its: Manager

**GORHAM SAVINGS BANK**

By: Christopher W. Emmons

Name: CHRISTOPHER W. EMMONS

Its: Pres + CEO

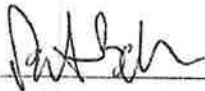
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THE UNDERSIGNED AS SUBTENANT OF GORHAM SAVINGS BANK UNDER THE LEASE, HEREBY ACKNOWLEDGES AND AGREES TO THE FOREGOING ACKNOWLEDGMENT AND CONSENT AGREEMENT BETWEEN LANDLORD AND TENANT UNDER THE LEASE.

SUBTENANT:

**PK Holdings Inc., dba Foundation House**

By:   
Name: Patrick Barscack  
Title: President

PB

**ACKNOWLEDGMENT AND CONSENT AGREEMENT**

**REGARDING GROUND LEASE**

(71 Marginal Way, Portland, Maine)

ACKNOWLEDGMENT AND CONSENT AGREEMENT ("Agreement") made this \_\_\_\_ day of March, 2014 in connection with respect a certain Ground Lease dated January 9, 2004 (the "Lease") by and between **Gorham Savings Bank** with a mailing address at 10 Wentworth Drive, Gorham, Maine 04038 (hereinafter referred to as the "Tenant"), and **71 Marginal Way, LLC**, a Maine limited liability company with a mailing address at 65 Town Farm Road, Buxton, Maine 04093, as successor Landlord to Ross Y. Furman, Jr. (hereinafter referred to as the "Landlord"), which Lease relates to certain premises at 71 Marginal Way, Portland, Maine, as more particularly described in said Lease (the "Premises").

NOW THEREFORE, for good and valuable consideration received, the undersigned hereby agree as follows:

1. **Acknowledgment of Successor Landlord.** The Tenant hereby acknowledges and agrees to recognize **71 Marginal Way, LLC** as successor Landlord to Ross Y. Furman under the Lease, with all rights and privileges of Landlord thereunder.
2. **Construction.** Except as otherwise expressly set forth in this instrument, all other provisions of the Lease shall and do remain in full force and effect, and are hereby ratified and confirmed. This instrument may be executed in multiple counterpart originals, and executed copies of this instrument delivered by facsimile transmission or electronic mail shall deemed acceptable as original signatures and shall be fully binding and enforceable. This instrument shall be governed in accordance with the laws of the State of Maine.

The undersigned have caused this instrument to be duly executed as of the date first written above.

**71 MARGINAL WAY, LLC**

By: Jennifer V. Furman

Name: Jennifer Furman

Its: Manager

**GORHAM SAVINGS BANK**

By: Christopher W. Emmons

Name: CHRISTOPHER W. EMMONS

Its: Pres & CEO

PB



# Exhibit B

ITEM	QTY	UNIT	PRICE
...	15	...	...

2.4 CTS BURN IN  
CLAMP (CCTV)



PERMANENT CHAIR  
HANGING END

PERMANENT  
HANGING END



PB

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## EXHIBIT B

### Scope of Subtenant's Work

1. Subtenant will remove metal shelving in room labeled "File Room" on existing floor plan and will reinstall the metal shelving in another office to be determined by Subtenant.
2. Subtenant will renovate room labeled "Kitchen" on existing floor plan into an office similar in finish and scope to existing offices. Work will include removing kitchen fixtures, repairing drywall, priming and painting walls, and replacing existing tile floor with new carpet to match existing new paint and carpet in demised premises.
3. Subtenant will install new flooring and paint throughout demised premises. Flooring and paint will be chosen by Subtenant.
4. Subtenant will install gourmet kitchen in location specified on attached floor plan.
5. Subtenant will run natural gas for gourmet kitchen to location specified on attached floor plan.
6. Subtenant will run plumbing for gourmet kitchen to location specified on attached floor plan.
7. Subtenant will run electrical for gourmet kitchen to location specified on attached floor plan.
8. Subtenant will install ductwork and power unit for exhaust hood fan for gourmet kitchen in location specified on attached floor plan.
9. All above work will be in accordance with state and local code.