RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 06/13/13

lender, a lien bond or such other protection of Landlord's interest in the Leased Premi liens for the benefit of Landlord, and issued by a Qualified Insurance Company, and (1 documents and information as Landlord or its lender may reasonably request in conne the construction of Tenant's Work.

3. Construction. All Tenant's Work shall be performed in a good and workmanlike manner, in compliance with all applicable building and zoning codes and regulations, and in accordance with the approved Construction Documents. In performing Tenant's Work, each Tenant Contractor shall comply with Landlord's requirements relating to the time and methods for such work, use of delivery elevators and other Building facilities; and each Tenant Contractor shall not interfere or disrupt any other tenant or other person using the Building. Each Tenant Contractor shall, by entry into the Building, be deemed to have agreed to indemnify and hold Landlord and its members, affiliates, officers, agents, servants and employees and Landlord's management, leasing and development agents and Landlord's mortgagee(s) (the "Indemnitees"), harmless from any claim, loss or expense arising in whole or in part out of any act or omission committed by such person while in the Leased Premises or Building, the indemnities of Tenant and each Tenant Contractor to be joint and several.

4. Payment for Tenant's Work. Tenant shall pay directly to Tenant's Contractor all costs of any Tenant's Work within fifteen (15) days after Tenant's receipt of such Contractor's request for payment, so that the Leased Premises and the Building shall always be free of liens for labor or materials. If any such lien shall exist, Tenant shall, within twenty (20) days after the filing of such lien, (or such shorter period if required by the terms of any mortgage encumbering the Building) have such lien discharged of record or deliver to Landlord a recordable bond in form, amount, and issued by a surety satisfactory to Landlord, indemnifying Landlord and it lender against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. Tenant hereby indemnifies Landlord against liability for any mechanics' and other liens filed in connection with the costs of any and all Tenant's Work, including the liens of any chattel mortgages, security agreements or financing statements upon any materials or fixtures installed in and constituting part of the Leased Premises. Finally, upon completion of Tenant's Work, Tenant shall promptly furnish Landlord with sworn contractor's acknowledgements of payment in full and final waivers of lien in form and substance satisfactory to Landlord covering all labor and materials included in Tenant's Work.

5. Allowance. Landlord shall provide Tenant an allowance for use to pay the cost of Tenant's Work in the total amount of up to $35,000 (the "Allowance"). Landlord shall pay fifty (50%) percent of the Allowance to Tenant when Tenant's Work is 50% complete, and the remaining fifty (50%) percent will be paid upon completion of Tenant's Work, as evidenced by the issuance of a Certificate of Occupancy for the Leased Premises. Landlord may in its discretion condition payment of the Allowance to Tenant upon Landlord receiving from Tenant invoices and receipts evidencing that Tenant has made payments for Tenant's Work in at least the amount of the Allowance to be disbursed, or other satisfactory evidence that Tenant has paid for Tenant's Work in an amount equal to or exceeding the Allowance, and final lien waivers from Tenant's Contractor.