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Inspections Division
Approved with Conditions
Date: 12/18/17

MAINE COMMERCIAL ASSOCIATION OF REALTORS®
COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

1. PARTIES

Maine Historical Society with a mailing address of 489 Congress Street, Portland, ME ("LANDLORD"), hereby leases to Immigrant Legal Advocacy Project, with a mailing address of 489 Congress Street, 3rd Floor, Portland, ME ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:

2. PREMISES

The Premises are deemed to contain 5,014 +/- square feet as shown on Exhibit A. The Premises are located on the entire 3rd floor of 489 Congress Street, Portland, ME 04101 together with the right to use in common, with other entitled thereto, the hallways, stairways and elevators necessary for access to said leased premises, as well as the nonexclusive right to use the two (2) handicap accessible lavatories on the first floor of the building during Maine Historical Society's normal business hours. The leased premises are accepted in "as is" condition. TENANT shall have access to and use of the leased premises (not including the handicap accessible lavatories on the first floor of the building) twenty-four (24) hours a day, seven (7) days a week.

3. TERM

The term of this lease shall be for Five (5) Years, unless sooner terminated as herein provided, commencing on October 1, 2017 and ending on September 30, 2022. As set forth below, rent payments will commence on January 1, 2018 (the "Rent Commencement Date").

4. RENT

The TENANT shall pay to the LANDLORD the following base rent:

Lease Year(s)	Annual Base Rent	Monthly Rent
Months 1-3	Abated	Abated
Months 4-12	$33,844.50	$3,760.50
Year 2	$47,633.00	$3,969.42
Year 3	$50,140.00	$4,178.33
Year 4	$52,647.00	$4,387.25
Year 5	$55,154.00	$4,596.17

payable in advance in equal monthly installments on the first day of each month during the term, said rent to be prorated for portions of a calendar month at the beginning or end of said term, 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: 489 Congress Street, 2nd Floor, Portland, ME 04101. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges within five (5) days of the date when due pursuant to the terms of the Lease then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. RENEWAL OPTION

So long as TENANT has not been in default of this lease during the term hereof, TENANT shall have the option to renew this lease for Two (2), Three (3) year renewal periods. In order to exercise TENANT's option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent and parking space rent due pursuant to Section 31 below, which shall be negotiated in good faith by LANDLORD and TENANT at the time Tenant exercises its renewal(s). LANDLORD shall have the right to disallow any such renewal(s) by TENANT if at that time LANDLORD has plans to move forward with the redevelopment, disposition and/or alternate use of the Premises. In the event that TENANT fails to exercise a renewal option pursuant to this Section, time being of the essence, or in the event the parties are unable in good faith to agree in writing upon the base rent or parking rent rate for a renewal period within one (1) month after any such exercise by Tenant, the option shall be deemed not to have been exercised.

6. SECURITY DEPOSIT

Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of Three Thousand Seven Hundred Sixty and 50/100 Dollars ($3,760.50), which shall be held as a security for the Tenant's performance as herein provided. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of Rent, Landlord may use, apply or retain all or any part of the Security Deposit for the payment of any Rent or other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within seven (7) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall be a material breach of this Lease. Tenant shall not be

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entitled to interest on the Security Deposit. If Tenant shall fully and faithfully perform and obs provision of this Lease to be performed and observed by it, the Security Deposit or any balance thereot shall be returned to Tenant at the expiration of the term and the surrender of the Premises by Tenant in compliance with the provisions of this Lease. In no event shall the Security Deposit limit Tenant's liability under this Lease.

7. RENT ADJUSTMENT
A. TAX ESCALATION

If in any tax year following the fiscal year ending as of June 30, 2017, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year ending as of June 30, 2017 (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, Thirty Two percent (32%) of such excess that may occur each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT.

B. OPERATING COST ESCALATION

Commencing on the Rent Commencement Date, the TENANT shall pay to the LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, Thirty Two percent (32%) of any increase in operating expenses over those incurred during the twelve-month Base Year ending as of June 30, 2017. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building, appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing water and sewer services and facilities to the building, (ii) all costs of any insurance carried by LANDLORD related to the building, (iii) all costs of common area cleaning and janitorial services, (iv) all costs of maintaining the building including the maintenance and repair of heating and air-conditioning equipment, elevators, and any other common building equipment, roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition, (v) all costs of snow and ice removal, landscaping and grounds care, (vi) all other costs of the management of the building, including, without limitation, property management fees, and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. This increase shall be prorated should this lease be in effect with respect to only a portion of any calendar year.

Notwithstanding the foregoing, to the extent that the cost of any repair, replacement or improvement performed by Landlord during any lease year is required to be depreciated under the applicable provisions of the Internal Revenue Code of 1986 as amended, rather than deducted as an expense in the year incurred (such repair, replacement or improvement, a "Capital Repair and Replacement"), then there shall be included in operating expenses for such lease year only that portion of such cost that bears the same ratio to the total of such cost as the then remaining term of this Lease bears to the period over which such Capital Repair and Replacement must be depreciated under the Internal Revenue Code. Furthermore, the operating expenses shall not include (i) any costs relating to leasing, (ii) any costs relating to financing and/or refinancing, (iii) any costs relating to marketing/promotions, (iv) any costs for which Landlord is or is to be reimbursed by proceeds of insurance or condemnation, (v) any interest, principal, points, fees and other costs associated with any debt encumbering all or any portion of the land and building, (vi) any penalty or fine incurred by LANDLORD due to LANDLORD'S violation of any legal requirement, (vii) any interest or penalties assessed against LANDLORD for late payment by LANDLORD of any of the real estate taxes or operating expenses, and (viii) any cost of cleanup/remediation of any hazardous waste or hazardous substance, and all other costs of complying with any environmental law, ordinance, regulation, decree or order.

Commencing on the Rent Commencement Date, during each year of the term of this lease TENANT shall make monthly estimated payments to LANDLORD, as additional rent, for TENANT's share of such increases in real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT's annualized share of LANDLORD's projected increases for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such increases and also showing the TENANT's share of the same. The TENANT shall, within thirty (30) days after such delivery, pay the TENANT's share to the LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT's share, then the excess shall be applied to the next year's monthly payments for estimated increases. Tenant shall have the right to audit Landlord's books and records pertaining to costs payable by Tenant upon reasonable notice and at reasonable times during Landlord's business hours, at Tenant's cost and expense.

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8.UTILITIES

The TENANT shall pay, as reimbursement to LANDLORD, all bills for electricity and other util they are used for furnishing heat or other purposes) that are furnished to the leased premises and all bills for fuel servicing the leased premises. If such utilities are not separately metered, Tenant shall be obligated for its proportionate share, as reasonably determined by LANDLORD. TENANT is directly responsible for all charges for telephone and other communication systems used at, and supplied to, the leased premises.

The LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building, so as to maintain the leased premises and common areas of the building at comfortable levels during business hours from 7 am to 7pm, on regular business days and weekend days of the heating and air conditioning seasons of each year, to furnish elevator service, if installed as part of the structure of the building, and to light passageways and stairways during business hours, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LANDLORD's control.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this lease. Tenant hereby agrees to bear all costs and expenses associated with the installation and maintenance of all voice, computer, cable, telecom, telephone and data lines and services used at the Premises by Tenant, including any periodic charges and costs relating thereto. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be the TENANT's sole obligation, provided that such installation shall be subject to the written consent of the LANDLORD.

9. USE OF LEASED PREMISES

The TENANT shall use the leased premises only for the purpose of professional office space and client engagement.

10. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased 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; and (iv) TENANT shall not 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. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the leased premises required by law or any public authority as a result of TENANT's use or occupancy of the premises or TENANT's alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD's consent as provided in this lease.

11. MAINTENANCE
A. TENANT'S OBLIGATIONS

TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as the TENANT holds any part of said premises to keep the leased 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 only excepted. Tenant shall be responsible for removal and disposal of any and all trash, refuse, and waste generated by or related to Tenant's use or occupancy of the Premises, which removal and disposal shall be in accordance with all applicable laws, ordinances, rules and regulations. Tenant shall maintain the Premises in a generally neat and clean condition.

B. LANDLORD'S OBLIGATIONS

Subject to TENANT's reimbursement obligations set forth in Section 7.A above, LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part, the interior common areas, the building systems (including but not limited to the HVAC, electric, plumbing, and fire and safety) in the same condition as they are at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of the TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of the TENANT and TENANT shall pay all costs therefore.

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12. ALTERATIONS – ADDITIONS

Tenant shall not make any permanent alterations or improvements to the Premises without or obtaining prior written consent of Landlord, based on plans and specifications submitted to Landlord for approval, not to be unreasonably withheld or delayed. Unless otherwise agreed in writing, Landlord shall have the right to require Tenant to remove any such permanent alterations or improvements made by Tenant upon the expiration or earlier termination of this Lease, provided, however, Landlord agrees that it will not have the right to require Tenant to remove its permanent alterations to be made to the leased premises prior to the Landlords resuming its occupancy following the end of the lease term, so long as Tenant has received prior approval from the Landlord to make those alterations." All alterations or improvements made with Landlord's written consent shall become the property of Landlord when completed and paid for by Tenant and shall remain as part of the Premises at the end of the term; provided, however, that the parties may agree in writing prior to making such alterations, additions, or improvements that the improvements shall remain the property of Tenant, in which case Tenant shall remove any alterations or improvements at the end of the term, and Tenant shall repair any damage to the Premises caused by such removal. Any alterations or improvements made by Tenant shall be made in a good and workmanlike manner and in compliance with all applicable laws. TENANT shall not 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.

Landlord reserves the right at any time to make alterations, repairs or additions to the building and the exterior areas; provided that Tenant's access or use of the Premises or parking areas are not unreasonably adversely impacted.

13. ASSIGNMENT – SUBLEASING

The TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this lease, or sublet or permit the demised premises or any part thereof to be used by others, without LANDLORD's prior express written consent in each instance, which consent may be withheld in LANDLORD's sole discretion, but shall not be unreasonably delayed. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this lease. For purposes of this lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this lease.

14. SUBORDINATION AND QUIET ENJOYMENT

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and the TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided the Tenant performs all of its obligations under this lease, the Tenant shall be entitled to the quiet enjoyment of the leased Premises.

15. LANDLORD'S ACCESS

The LANDLORD or agents of the LANDLORD may, at all reasonable times during the term of this lease, enter the leased premises upon reasonable notice (except in the case of emergency) (i) to examine the leased premises 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, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this lease. LANDLORD also reserves the right at any time within six (6) months before the expiration of this lease to affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABLITY

TENANT will defend and, except to the extent caused by the gross negligence or willful conduct of LANDLORD, will indemnify LANDLORD and its directors, officers, employees, agents and management company, and save them harmless from any and all Injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD's property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees and any person or property while on or about the leased premises. TENANT shall also pay LANDLORD's expenses, including reasonable attorneys' fees, incurred by LANDLORD in enforcing any obligation, covenant or agreement of this lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this lease. Without limitation of any other

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provision herein, neither the LANDLORD, its employees, agents nor management company s and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased 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 leased premises, whether owned by the TENANT or others.

With respect to claims against Landlord by an employee of Tenant, any Tenant contractor, or anyone employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be subject to any limitation on amount or type of damages, compensation or benefits payable by or for Tenant or any contractor under Workers' Compensation acts, disability benefit acts or other employee benefit acts, and solely for purposes of this indemnity, Tenant hereby agrees not to assert as a defense to the enforcement of this indemnity any immunity or any such limitation provided by any such act.

The provisions of this Section 16 shall survive the termination or earlier expiration of the term of this Lease.

17. TENANT'S LIABILITY INSURANCE

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as the LANDLORD shall reasonably require and approve but in amounts not less than One Million Dollars ($1,000,000) combined single limit with deductibles of not less than $5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. The TENANT shall deposit with the LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each assured named therein.

18. FIRE CASUALTY – EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire, or other casualty, or be taken by eminent domain, the LANDLORD may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and the LANDLORD does not so elect to terminate this lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this lease or restore said premises within ninety {90) days after any occurrence giving rise to LANDLORD's right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD's obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

19. DEFAULT AND BANKRUPCY

In the event that:

(a) The TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within Seven (7) days thereof: or
(b) TENANT shall fail to secure insurance or to provide evidence of insurance as set forth in Section 17 of this Lease, where such failure shall continue for a period of five (5) business days after LANDLORD notifies TENANT in writing of such failure; or
(c) TENANT shall assign this Lease or sublet all or any portion of the leased premises without complying with all the provisions of Section 13; or
(d) The TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within fourteen (14) days thereof (unless such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of fourteen (14) days, in which case

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TENANT shall have such longer period as shall be reasonably necessary to cure the as TENANT proceeds promptly to cure the same within such fourteen (14) day period, prosecutes the cure to completion with due diligence and advises LANDLORD from time to time, upon LANDLORD'S reasonable request, of the actions which TENANT is taking and the progress being made); or

(e) The leasehold hereby created shall be taken on execution, or by other process of law; or

(f) Any assignment shall be made of TENANT's property for the benefit of creditors, or 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 TENANT's property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity, including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the Leased Premises including real estate commissions and costs of renovating the Premises to suit any new tenant.

20. NOTICE

Any notice from the LANDLORD to the TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the TENANT, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the TENANT. Any notice from the TENANT to the LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to the LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as the LANDLORD may from time to time advise in writing.

21. SURRENDER

The TENANT shall at the expiration or other termination of this lease peaceably yield up the leased premises and all additions, alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased 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.

22. HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agent or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, TENANT shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retain all records required by federal, state or local law; (iv) that TENANT will at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days' notice from LANDLORD copies of all records which TENANT may be obligated to obtain and keep in accordance with the terms of this paragraph; (v) that upon termination of this lease, TENANT will, at its expense, remove all Hazardous Materials from the leased premises and comply with applicable state, local and federal laws as the same may be amended from time to time; and (vi) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this lease free of all Hazardous Materials. The terms used in this paragraph shall include, without limitation, all

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substances, materials, etc., designated by such terms under any laws, ordinances or regulatic federal, state or local. TENANT further agrees to hold harmless and indemnify LANDLORD for and against any and all claims, loss, costs, damages and expenses, including attorneys' fees, which may arise in the event that TENANT fails to comply with any of the provisions contained in this Article. The terms of this Article shall expressly survive the expiration or earlier termination of this lease.

23. LIMITATION OF LIABILTY

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.

24. LANDLORD DEFAULT

LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the TENANT to the LANDLORD properly specifying wherein the LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are apart notifies TENANT that such holder has taken over the LANDLORD's rights under this lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to the LANDLORD for satisfaction of such claim.

25. WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

26. SUCCESSORS AND ASSIGNS

The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

27. HOLDOVER

If TENANT fails to vacate the leased premises at the termination of this lease, then the terms of this lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by the LANDLORD for TENANT to holdover at the termination of this lease and terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT's failure to vacate the leased premises at the termination of this lease.

28. MISCELLANEOUS

If TENANT is more than one person or party, TENANT's obligations shall be joint and several. Unless repugnant to the context. "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. LANDLORD and TENANT agree that this lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. 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. 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, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this lease.

CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 12/18/17

29. BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or agent concerning the leasing of the leased premises, other than Nate Stevens of CBRE/The Boulos Co. ("BROKER"), and in the event of any brokerage claims against LANDLORD predicated upon dealings with TENANT other than by the BROKER, TENANT agrees to defend the same and indemnity LANDLORD against any such claim. LANDLORD agrees to pay the BROKER its commission upon execution of this lease.

30. TERMINATION AGREEMENT

LANDLORD shall have the right to terminate the Lease any time after two (2) years of the lease term should it make plans to move forward with redevelopment, disposition and/or alternate use of the building, in which event LANDLORD will provide TENANT written notice to vacate, designating an effective termination date at least nine (9) months after the giving of such notice. No such notice may be sent by Landlord before October 1, 2019. In the event LANDLORD exercises such termination right, LANDLORD agrees to reimburse TENANT for TENANT's fit-up expense of the demised premises as follows: $10,500 if LANDLORD terminates effective during Lease Year 3 (i.e., with an effective termination date during lease year ending September 30, 2020); $7,000 if LANDLORD terminates effective during Lease Year 4; and $3,500 if LANDLORD terminates effective during Lease Year 5. In addition, for any termination by LANDLORD pursuant to this Section 30 with an effective termination date before September 30, 2022, LANDLORD shall give TENANT a flat sum of $5,000 to help offset Tenant's relocation expense. Any termination payments due hereunder shall be payable on the later of (i) the effective termination date, and (ii) the date TENANT vacates in accordance with Section 21 above. In the event LANDLORD shall exercise such right to terminate, TENANT shall remain fully liable for all base rent, additional rent, and other charges and expenses payable pursuant to this Lease through the effective termination date.

31. PARKING

TENANT shall lease 12 on-site parking space at $100/month per space, as additional rent, commencing December 1, 2017 for the duration of the lease. In the event TENANT shall exercise an option to renew the term of this Lease pursuant to Section 5 above, the parties shall agree in writing upon the monthly rate for parking spaces leased by TENANT during such renewal term. LANDLORD to provide TENANT with parking passes for each parking space leased by TENANT so that TENANT will have access to the spaces after 5:PM a no additional cost or expense, and so TENANT's vehicles will not be ticketed, towed, or booted, provided that TENANT's passes are visibly displayed.

32. SIGNAGE

Tenant may install one sign in the 1st floor lobby of the building, and one sign at Tenant's entrance on the 3rd floor. Such signs shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld. All such signs to be installed and maintained at Tenant's sole expense, and Tenant shall repair, maintain, and replace any sign that may be approved by Landlord.

33. JURY TRIAL WAIVER

NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals effective as of the 1st day of October, 2017.

TENANT: IMMIGRANT LEGAL ADVOCACY PROJECT

By: _____

Susan Roche, Executive Director
NAME/TITLE

_____
Witness to Tenant

LANDLORD: MAINE HISTORICAL SOCIETY

By: _____
Signature

Steve Bromage, Executive Director
NAME/TITLE

_____
Witness to Landlord

Reviewed for Code Compliance
Inspections Division
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Date: 12/18/17

EXHIBIT A

LEASED PREMISES

489 CONGRESS STREET BUILDING
THIRD FLOOR PLAN

5014 GSF

0 8 16 32

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10918329_1