

LEASE

RREEF AMERICA REIT III-Z4 LLC,
Landlord,

and

STONE COAST FUND SERVICES LLC,
Tenant

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**NET OFFICE LEASE
REFERENCE PAGES**

BUILDING: Two Portland Square
Portland, Maine 04101

LANDLORD: RREEF America REIT III-Z4 LLC, a Delaware limited liability company

LANDLORD'S ADDRESS: c/o RREEF
4 Technology Drive
Westborough, Massachusetts 01581

WIRE INSTRUCTIONS AND/OR ADDRESS FOR RENT PAYMENT: RREEF America REIT III Corp. Z4
61.K48001 Two Portland Square
P.O. Box 9046
Addison, Texas 75001-9046

LEASE REFERENCE DATE: June __, 2011

TENANT: Stone Coast Fund Services LLC, a Maine limited liability company

TENANT'S NOTICE ADDRESS:

(a) As of beginning of Term: Two Portland Square
Suite 600
Portland, Maine 04101

(b) Prior to beginning of Term (if different): 300 Fore Street
Portland, Maine 04101

PREMISES ADDRESS: Two Portland Square
Suite 600
Portland, Maine 04101

PREMISES RENTABLE AREA: Approximately 22,253 rentable square feet on the sixth (6th) floor of the Building (for outline of Premises see Exhibit A). For purposes of this Lease, the "Premises" shall be deemed to include the outdoor deck space contiguous with such indoor 22,253 rentable square foot space (the "Deck Space"), but the Deck Space shall not be included within the calculation of such 22,253 rentable square feet.

COMMENCEMENT DATE: The earlier of the: (a) date upon which Tenant occupies any portion of the Premises for the conduct of its business, but not for construction of the Tenant's Work pursuant to Exhibit B; and (b) later of (i) September 1, 2011, or (ii) the date upon which Tenant receives a Certificate of Occupancy (as hereinafter defined) for the Premises; provided, however, if Tenant has not received a Certificate of Occupancy for the Premises within sixty

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(60) days following the completion of the Landlord's Work and delivery of possession of the Premises to Tenant, as extended due to Force Majeure Events (as hereinafter defined), then the "Commencement Date" shall be deemed to have occurred on said sixtieth (60th) day.

TERM OF LEASE:

Approximately ten (10) years, beginning on the Commencement Date and ending on the Termination Date. The period from the Commencement Date to the last day of the same month is the "Commencement Month."

TERMINATION DATE:

The last day of the one hundred twentieth (120th) full calendar month after the Commencement Date (if the Commencement Month is not a full calendar month), or the last day of the one hundred twenty (120) month period that begins with and includes (if the Commencement Month is a full calendar month), the Commencement Month.

ANNUAL RENT and MONTHLY INSTALLMENT OF RENT(Article 3):

<u>Period</u>		<u>Rentable Square Footage</u>	<u>Annual Rent Per Square Foot</u>	<u>Annual Rent</u>	<u>Monthly Installment of Rent</u>
<u>From</u>	<u>Through</u>				
Commencement Date	End of Month 10, which shall mean the end of the tenth (10 th) full calendar month after the Commencement Month (if the Commencement Month shall be a partial month) or shall mean the end of the ten (10) month period that includes the Commencement Month (if the Commencement Month shall be a full calendar month) (the "Free Base Rent Period")	22,253	\$0.00*	\$0.00*	\$0.00*

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The first (1 st) day after the Free Base Rent Period (the "Rent Commencement Date")	End of Month 36	22,253	\$23.00	\$511,819.00	\$42,651.58
Month 37	End of Month 48	22,253	\$23.58	\$524,725.74	\$43,727.15
Month 49	End of Month 60	22,253	\$24.17	\$537,855.01	\$44,821.25
Month 61	End of Month 72	22,253	\$24.77	\$551,206.81	\$45,933.90
Month 73	End of Month 84	22,253	\$25.39	\$565,003.67	\$47,083.64
Month 85	End of Month 96	22,253	\$26.02	\$579,023.06	\$48,251.92
Month 97	End of Month 108	22,253	\$26.67	\$593,487.51	\$49,457.29
Month 109	Termination Date	22,253	\$27.34	\$608,397.02	\$50,699.75**

*Notwithstanding anything to the contrary set forth above, Tenant shall pay for its electricity and utilities for the Premises during the Free Base Rent Period in accordance with the terms and provisions of this Lease.

**Notwithstanding anything to the contrary set forth above, with Tenant's first payment of the Monthly Installment of Rent due to Landlord on the Rent Commencement Date, Tenant shall also pay to Landlord the sum of \$42,651.58 as an advance payment of the last month's Monthly Installment of Rent due and payable under this Lease (and not as additional security) notwithstanding that the above rent chart indicates that the Monthly Installment of Rent due during the last year of the Lease Term is \$50,699.75, and upon Landlord's receipt of such payment Tenant will thereafter not be obligated to pay the last month's Monthly Installment of Rent due under this Lease.

BASE YEAR (EXPENSES): Calendar Year 2012.

BASE YEAR (TAXES): Calendar Year 2012.

TENANT'S PROPORTIONATE SHARE: Fourteen and 31/100 percent (14.31%).

SECURITY DEPOSIT: Two Hundred Fifty-Five Thousand Nine Hundred Nine and 48/100 Dollars (\$255,909.48), subject to the provisions of Article 5.

AFTER-HOURS HVAC COST: \$45.00 per hour, subject to change at any time, but in no event to exceed the actual cost to Landlord plus (a) a reasonable allowance for depreciation of any systems being used to provide such service, and (b) the cost of any administrative fee that Landlord may charge from time to time to implement such service (provided, however, that such administrative charge shall not exceed fifteen percent (15%) of the after-hours per unit per hour charge in effect from time to time).

PARKING: Up to (as requested by Tenant) thirty-three (33) passes (collectively, the "Exterior Spaces") for the non-exclusive parking spaces in the surface parking lot serving the Building (the "Surface Lot") and five (5) passes for the non-exclusive covered parking spaces (collectively, the "Interior Spaces") in the parking facility under the Building (the "Garage"), all subject to the terms and provisions of Article 30.

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REAL ESTATE BROKERS DUE COMMISSION:

Paragon Commercial Real Estate
CBRE/The Boulos Company

TENANT'S SIC CODE:

7380

BUILDING BUSINESS HOURS:

7 a.m. to 6 p.m., Monday through Friday; 8 a.m. to 1 p.m., Saturday. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

LAND:

The parcel of land upon which the Building is situated.

PROPERTY:

The Land together with the Building and other improvements thereon.

PARK:

The so-called "Portland Square Complex" of which the Building is a part or with which the Property shares roads, drainage, utilities or other facilities.

AMORTIZATION RATE:

The "Prime Rate" as published in the Wall Street Journal at the time of determination, plus four percent (4%).

[SIGNATURES ON FOLLOWING PAGE]

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The Reference Pages information is incorporated into and made a part of the Lease. In the event of any conflict between any Reference Pages information and the Lease, the Lease shall control. This Lease includes Exhibits A through E, all of which are made a part of this Lease.

LANDLORD:

RREEF AMERICA REIT III-Z4 LLC, a Delaware limited liability company

By: RREEF America, LLC, a Delaware limited liability company

By: David K Crane

Name: David K Crane

Title: Vice President

Dated: 6/29/11

TENANT:

STONE COAST FUND SERVICES LLC, a Maine limited liability company

By: Marc Keffer

Name: Marc Keffer

Title: Principal

Dated: _____

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By this Lease Landlord leases to Tenant and Tenant leases from Landlord the Premises in the Building as set forth and described on the Reference Pages. The Premises are depicted on the floor plan attached hereto as Exhibit A, and the Building is depicted on the site plan attached hereto as Exhibit A-1. The Reference Pages, including all terms defined thereon, are incorporated as part of this Lease.

1. USE AND RESTRICTIONS ON USE.

1.1 The Premises are to be used solely for general office purposes (the "Permitted Use"). Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure, annoy, or disturb them, or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, or commit any waste. Tenant shall not do, permit or suffer in, on, or about the Premises the sale of any alcoholic liquor without the written consent of Landlord first obtained. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises and its occupancy and shall promptly comply with all governmental orders and directions for the correction, prevention and abatement of any violations at the Property, caused or permitted by, or resulting from the specific use by, Tenant, or in or upon, or in connection with, the Premises, all at Tenant's sole expense. Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything in the Premises which will in any way increase the rate of, invalidate or prevent the procuring of any insurance protecting against loss or damage to the Building or any of its contents by fire or other casualty or against liability for damage to property or injury to persons in or about the Building or any part thereof, and shall utilize and occupy the Premises (including, without limitation, the Deck Space), at Tenant's sole risk.

1.2 Tenant shall not, and shall not direct, suffer or permit any of its officers, managers, members, agents, contractors, employees, licensees or invitees (collectively, the "Tenant Entities") to at any time handle, use, manufacture, store or dispose of in or about the Premises or the Building any (collectively "Hazardous Materials") flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws"), nor shall Tenant suffer or permit any Hazardous Materials to be used in any manner not fully in compliance with all Environmental Laws, in the Premises or the Property or allow the environment to become contaminated with any Hazardous Materials. Notwithstanding the foregoing, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like) to the extent customary and necessary for the use of the Premises for general office purposes; provided that Tenant shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises or the Property. Tenant shall protect, defend, indemnify and hold each and all of the Landlord Entities (as defined in Article 31) harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of Tenant to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials by Tenant or any Tenant Entity (even though permissible under all applicable Environmental Laws or the provisions of this Lease), or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Section 1.2.

1.3 Tenant and the Tenant Entities will be entitled to the non-exclusive use of the common areas of the Park, the Property and the Building (including all common lavatories, hallways, stairwells and elevators within the Building), as they exist from time to time during the Term, including the Parking Facility (as hereinafter defined), subject to Landlord's Rules and Regulations (as hereinafter defined) regarding such use and the terms and provisions of Article 30 hereof. However, in no event will Tenant or the Tenant Entities park more vehicles in the Parking Facility than the number of parking passes issued to Tenant for such parking spaces from time to time, as set

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forth on the Reference Pages of this Lease and pursuant to Article 30; provided, however, the foregoing shall not be deemed to provide Tenant with an exclusive right to any particular parking spaces.

2. TERM.

2.1 The Term of this Lease shall begin on the Commencement Date and shall terminate on the Termination Date, unless sooner terminated pursuant to the provisions of this Lease. Landlord shall perform the Landlord's Work (as hereinafter defined) pursuant to Exhibit B to this Lease. Tenant shall deliver a punch list of items not completed within thirty (30) days after Landlord substantially completes the Landlord's Work and Landlord agrees to proceed in good faith with due diligence to perform its obligations regarding such items. Tenant shall, at Landlord's request, execute and deliver a memorandum provided by Landlord in the form of Exhibit C attached hereto, setting forth the actual Commencement Date, Rent Commencement Date, Termination Date and, if necessary, a revised rent schedule. Should Tenant fail to do so within thirty (30) days after Landlord's request, the information set forth in such memorandum provided by Landlord shall be conclusively presumed to be agreed and correct. Notwithstanding anything to the contrary in this Lease, Tenant shall make reasonable good faith efforts to occupy the Premises pursuant to a Certificate of Occupancy on or before September 1, 2011; provided, however, Tenant's failure to occupy the Premises and obtain said Certificate of Occupancy by such date shall not constitute a default by Tenant under this Lease unless such failure was the result of Tenant not having made reasonable good faith efforts to do so.

2.2 Tenant agrees that in the event of the inability of Landlord substantially to complete the Landlord's Work and deliver possession of the Premises to Tenant on or before September 1, 2011 (the "Scheduled Commencement Date") for any reason other than the intentional or grossly negligent acts or omissions of Landlord or any of its agents, employees, representatives or contractors, or Landlord's failure to comply with the terms of this Lease (such events constituting a Landlord default hereunder), Landlord shall not be liable for any damage resulting from such inability, but Tenant shall not be liable for any rent until the Landlord's Work is substantially completed and possession of the Premises is delivered to Tenant (subject to Section 2.2.1 below). No such failure to give possession on the Scheduled Commencement Date shall affect the other rights or obligations of Tenant under this Lease, except that if Landlord is unable to deliver possession of the Premises within one hundred twenty (120) days after the Scheduled Commencement Date (other than as a result of Force Majeure Events and Tenant is notified by Landlord in writing as to such delay), and unless said delay is as a result of: (a) Tenant's unreasonable failure to agree to any reasonable applicable plans and specifications; (b) Tenant's request for materials, finishes or installations other than Landlord's standard except those, if any, that Landlord shall have expressly agreed to furnish without extension of time agreed by Landlord; (c) Tenant's change in any plans or specifications; (d) the performance or completion by Tenant, or any person or entity employed by Tenant, of any work on or about the Premises, including, without limitation, the Tenant's Work (as hereinafter defined) or any disharmony, labor disturbance or interference caused by such performance or completion; or (e) any other act or omission by Tenant or any of its agents, employees, representatives or contractors (each of the foregoing, a "Tenant Delay"), then, Tenant shall have the option to terminate this Lease anytime thereafter upon written notice to Landlord (so long as substantial completion of the Landlord's Work and delivery of possession of the Premises to Tenant has not occurred prior to such notice from Tenant). Upon the giving of such termination notice by Tenant, this Lease shall automatically be void and of no further force and effect, and neither party shall have any further liability or obligation to the other hereunder, unless expressly stated herein to survive such termination. If any delay in substantially completing the Landlord's Work by the Scheduled Commencement Date is the result of a Tenant Delay, then the Rent Commencement Date and the payment of Annual Rent under this Lease shall be accelerated by the number of days of such Tenant Delay.

2.2.1 Without limiting the foregoing, in the event that Landlord does not deliver possession of the Premises to Tenant with the Landlord's Work substantially complete as required under this Lease on or before the Scheduled Commencement Date, then, subject to delays caused by any Force Majeure Events or Tenant Delay, in addition to the Free Base Rent Period, Tenant shall be entitled to an abatement of one (1) day's Annual Rent for each day following the Scheduled Commencement Date that Landlord does not deliver possession of the Premises to Tenant with the Landlord's Work substantially complete.

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2.3 From and after the Lease Reference Date, Tenant and its employees, agents and contractors shall have the right to access the Premises pursuant to the terms of Exhibit B, with such entry, use or occupancy being subject to all of the provisions of this Lease other than the payment of rent, including, without limitation, Tenant's compliance with the insurance requirements of Article 11. Said early possession shall not advance the Termination Date.

3. RENT.

3.1 Tenant agrees to pay to Landlord the Annual Rent in effect from time to time by paying the Monthly Installment of Rent then in effect on or before the first (1st) day of each full calendar month during the Term. The Monthly Installment of Rent in effect at any time shall be one-twelfth (1/12) of the Annual Rent in effect at such time. Rent for any period during the Term which is less than a full month shall be a prorated portion of the Monthly Installment of Rent based upon the number of days in such month. Said rent shall be paid to Landlord, without deduction or offset and without notice or demand, at the Address for Rent Payment, as set forth on the Reference Pages, or to such other person or at such other place as Landlord may from time to time designate in writing. If an Event of Default (as hereinafter defined) occurs, Landlord may require by notice to Tenant that all subsequent rent payments be made by an automatic payment from Tenant's bank account to Landlord's account, without cost to Landlord. Tenant must implement such automatic payment system prior to the next scheduled rent payment or within ten (10) business days after Landlord's notice, whichever is later. Unless specified in this Lease to the contrary, all amounts and sums payable by Tenant to Landlord pursuant to this Lease shall be deemed additional rent.

3.2 Tenant recognizes that late payment of any rent or other sum due under this Lease will result in administrative expense to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if rent or any other sum is not paid when due and payable pursuant to this Lease, and such failure shall continue for a period of five (5) business days after written notice that such payment was not made when due, a late charge shall be imposed in an amount equal to the greater of: (a) Fifty Dollars (\$50.00), or (b) five percent (5%) of the unpaid rent or other payment; provided, however, that Landlord shall not be obligated to provide such grace period for the benefit of, or notice to, Tenant more often than once in any twelve (12) month period. The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant's obligation for each successive month until paid. The provisions of this Section 3.2 in no way relieve Tenant of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this Section 3.2 in any way affect Landlord's remedies pursuant to Article 19 of this Lease in the event said rent or other payment is unpaid after date due.

4. RENT ADJUSTMENTS.

4.1 For the purpose of this Article 4, the following terms are defined as follows:

4.1.1 **Lease Year:** Each fiscal year (as determined by Landlord from time to time) falling partly or wholly within the Term.

4.1.2 **Expenses:** All costs of operation, maintenance, repair, replacement and management of the Building alone or in common with other properties in the Park if applicable, which costs associated with access roads, utilities and other facilities with respect to the Park shall be allocated as set forth in any agreements governing the Park, or if none, then equitably among the Property and other properties in the Park, including without limitation, such operation, repair, replacement, maintenance, snow plowing, landscaping, cleaning, repaving, management and protection, and as are required to comply with applicable law, all as determined in accordance with generally accepted accounting principles, including the following costs by way of illustration, but not limitation: water and sewer charges; insurance charges of or relating to all insurance policies and endorsements deemed by Landlord to be reasonably necessary or desirable and relating in any manner to the protection, preservation, or operation of the Building, the Property or any part thereof; utility costs, including, but not limited to, the cost of heat, light, power, steam, gas; waste disposal; the cost of janitorial services; the cost of security and alarm services

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(including any central station signaling system); costs of cleaning, repairing, replacing and maintaining the common areas, including parking and landscaping, window cleaning costs; labor costs; costs and expenses of managing the Building and the Property, including management fees; air conditioning maintenance costs; elevator maintenance fees and supplies; material costs; equipment costs including the cost of maintenance, repair and service agreements and rental and leasing costs; purchase costs of equipment; current rental and leasing costs of items which would be capital items if purchased; tool costs; licenses, permits and inspection fees; wages and salaries; employee benefits and payroll taxes; accounting and legal fees; any sales, use or service taxes incurred in connection therewith. In addition, Landlord shall be entitled to recover, as additional rent (which, along with any other capital expenditures constituting Expenses, Landlord may either include in Expenses or cause to be billed to Tenant along with Expenses and Taxes but as a separate item), Tenant's Proportionate Share of: (i) an allocable portion of the cost of capital improvement items which are reasonably calculated to reduce Expenses; (ii) the cost of fire sprinklers and suppression systems and other life safety systems; and (iii) other capital expenses which are required under any governmental laws, regulations or ordinances which were not applicable to the Building at the time it was constructed; but the costs described in this sentence shall be amortized over the reasonable life of such expenditures in accordance with such reasonable life and amortization schedules as shall be determined by Landlord in accordance with generally accepted accounting principles, with interest on the unamortized amount at one percent (1%) in excess of the Wall Street Journal prime lending rate announced from time to time. Supplementing the foregoing, (a) to the extent any person whose wage, salary, fringe benefits and taxes (including payroll and workers' compensation) are included in the Expenses does not devote his/her entire time to the Property, then said wage, salary, fringe benefits and other items shall be included only in proportion to the amount of time spent with respect to the Property, (b) if any service is provided by an affiliate or subsidiary of Landlord or Landlord's managing agent, the cost included in the Expenses for such service shall not exceed the reasonable and customary cost charged by an independent third party performing the same services, and (c) the management fees for any calendar year within the Term shall not exceed five percent (5%) of the gross receipts from the Building.

4.1.3 Notwithstanding anything to the contrary set forth above, Expenses shall not include the following costs: (a) depreciation or amortization of the Building or equipment in the Building except as provided herein, (b) loan principal payments, (c) costs of alterations of tenants' premises, (d) leasing commissions, (e) interest expenses on long-term borrowings, (f) advertising, marketing and promotional costs, (g) any expenditure or cost that is considered capital in nature under generally accepted accounting principles except as provided in Section 4.1.2, (h) all expenses relating to the replacement of any item covered under warranty, (i) reserves, (j) any costs for which Landlord is actually reimbursed by proceeds of insurance or condemnation or by any other third party source, other than payments by other tenants on account of the Expenses, (k) any charges for Landlord's general administration or overhead, (l) any charges for Landlord's executive personnel, (m) any salaries of Landlord's employees above the grade of building superintendent or building manager, (n) all costs of leasing, including attorneys' fees, leasing commissions, space planning, buy-outs, contributions, tenant improvement expenses, and costs to construct any tenant alterations or improvements in connection with the preparation of a space for a new tenant or the renovation of any space for an existing tenant, and all expenses incurred by Landlord to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants, (o) the costs of financing, refinancing or modifying any mortgage, lien or other encumbrance, including, without limitation, legal fees, commissions, title insurance premiums, points, survey expenses, appraisals, environmental reports, or engineering reports, (p) all interest, principal, points, fees and other costs associated with any debt encumbering all or any portion of the Property, (q) the cost of furnishing additional work or additional services to Tenant (or to other tenants) that are not generally furnished to all occupants of the Building, (r) all rent payable under any lease to which this Lease is subject (if applicable), (s) any penalty or fine incurred by Landlord due to Landlord's violation of any law that was not caused by Tenant's actions or inactions, (t) any interest or penalties assessed against Landlord for late payment by Landlord of any of the Expenses that was not caused by Tenant's actions or inactions, (u) cost of sculptures, paintings and other objects of art, (v) Landlord's legal fees, (w) the 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 that was not caused by Tenant's actions or inactions, and (x) costs of repairs attributable to a fire or other casualty (that was not caused by Tenant's actions or inactions) or to a condemnation, other than those costs equal to the insurance deductible.

4.1.4 Taxes: Real estate taxes and any other taxes, charges and assessments which are levied with respect to the Building and the Property, or with respect to any improvements, fixtures and equipment or other

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property of Landlord, real or personal, located in the Building and at the Property and used in connection with the operation of the Building and/or the Property, any payments to any ground lessor in reimbursement of tax payments made by such lessor; and all fees, expenses and costs incurred by Landlord in investigating, protesting, contesting or in any way seeking to reduce or avoid increase in any assessments, levies or the tax rate pertaining to any Taxes to be paid by Landlord in any Lease Year. Taxes shall not include any corporate franchise, or estate, inheritance or net income tax, or tax imposed upon any transfer by Landlord of its interest in this Lease or the Building or any taxes to be paid by Tenant pursuant to Article 28.

4.2 If in any Lease Year, Expenses paid or incurred shall exceed Expenses paid or incurred in the Base Year (Expenses), Tenant shall pay as additional rent for such Lease Year Tenant's Proportionate Share of such excess. If in any Lease Year, Taxes paid or incurred by Landlord in any Lease Year shall exceed the amount of such Taxes which become due and payable in the Base Year (Taxes), Tenant shall pay as additional rent for such Lease Year Tenant's Proportionate Share of such excess.

4.3 The annual determination of Expenses shall be (a) made by Landlord in sufficient detail showing the amount of the Expenses as well as the applicable Base Year Expenses by category and in total, (b) delivered to Tenant within one hundred twenty (120) days following the end of each Lease Year, and (c) binding upon Landlord and Tenant, subject to the provisions of this Section 4.3. During the Term, Tenant and its agents or accountant may review, at Tenant's sole cost and expense, the books and records supporting such determination in an office of Landlord, or Landlord's agent, during normal business hours, upon giving Landlord five (5) days advance written notice within ninety (90) days after receipt of such determination, but in no event more often than once in any one (1) Lease Year period, subject to execution of a confidentiality agreement reasonably acceptable to Landlord, and provided that if Tenant utilizes an independent accountant to perform such review it shall be one of national standing which is reasonably acceptable to Landlord, is not compensated on a contingency basis and is also subject to such confidentiality agreement. In connection with the foregoing, Landlord shall make available to Tenant at Landlord's or Landlord's managing agent's Maine offices during Building Business Hours (excluding Saturdays), at a reasonable cost to Tenant (provided, that Landlord may be required to obtain such information from other sources), copies of its books, records, supporting invoices and other relevant documentation relating to such annual determination of Expenses. In the event such review or audit reveals that Tenant was overcharged in the aggregate for such Expenses for such applicable Lease Year by more than five percent (5%) of the Expenses that Tenant should have paid for such Lease Year, then the reasonable and actual cost and expense of such audit, as evidenced by invoices for such costs and expenses, shall be paid by Landlord unless Landlord disputes the results of such audit and the dispute is resolved in Landlord's favor by an independent accounting firm as set forth hereinbelow. If, within thirty (30) days after completion of any such audit, Tenant provides Landlord with a written objection to Landlord's annual determination of Expenses or Landlord disputes the results of such audit and the parties cannot resolve such dispute by agreement within a reasonable period of time (not to exceed thirty (30) days), then Landlord and Tenant shall submit such dispute to an independent accounting firm agreed to by both parties (acting reasonably and in good faith), and such firm shall render a final, conclusive and binding decision on the dispute within forty-five (45) days. The fee charged by the independent accounting firm and the cost and expense of the audit shall be paid by the non-prevailing party (as determined by the independent accounting firm), but each of the Landlord and the Tenant shall be responsible for its own legal fees and expenses associated therewith. If Tenant fails to object to Landlord's annual determination of Expenses within ninety (90) days after receipt, Tenant shall be deemed to have approved such determination and shall have no further right to object to or contest such determination. In the event that during all or any portion of any Lease Year or Base Year (Expenses), the Building is not fully rented and occupied Landlord shall make an appropriate adjustment in occupancy-related Expenses for such year for the purpose of avoiding distortion of the amount of such Expenses to be attributed to Tenant by reason of variation in total occupancy of the Building, by employing consistent and sound accounting and management principles to determine Expenses that would have been paid or incurred by Landlord had the Building been at least ninety-five percent (95%) rented and occupied, and the amount so determined shall be deemed to have been Expenses for such Lease Year.

4.4 Prior to the actual determination thereof for a Lease Year, Landlord may from time to time estimate Tenant's liability for Expenses and/or Taxes under Section 4.2, Article 6 and Article 28 for the Lease Year or

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portion thereof. Landlord will give Tenant written notification of the amount of such estimate and Tenant agrees that it will pay, by increase of its Monthly Installments of Rent due in such Lease Year, additional rent in the amount of such estimate. Any such increased rate of Monthly Installments of Rent pursuant to this Section 4.4 shall remain in effect until further written notification to Tenant pursuant hereto.

4.5 When the above mentioned actual determination of Tenant's liability for Expenses and/or Taxes is made for any Lease Year and when Tenant is so notified in writing, then:

4.5.1 If the total additional rent Tenant actually paid pursuant to Section 4.3 on account of Expenses and/or Taxes for the Lease Year is less than Tenant's liability for Expenses and/or Taxes, then Tenant shall pay such deficiency to Landlord as additional rent in one lump sum within thirty (30) days of receipt of Landlord's bill therefor; and

4.5.2 If the total additional rent Tenant actually paid pursuant to Section 4.3 on account of Expenses and/or Taxes for the Lease Year is more than Tenant's liability for Expenses and/or Taxes, then Landlord shall credit the difference against the then next due payments to be made by Tenant under this Article 4, or, if the Lease has terminated, refund the difference in cash within forty-five (45) days after such termination. Tenant shall not be entitled to a credit by reason of actual Expenses and/or Taxes in any Lease Year being less than Expenses and/or Taxes in the Base Year (Expenses and/or Taxes).

4.6 If the Commencement Date is other than January 1 or if the Termination Date is other than December 31, Tenant's liability for Expenses and Taxes for the Lease Year in which said Commencement Date occurs shall be prorated based upon a three hundred sixty-five (365) day year.

5. SECURITY DEPOSIT.

The required Security Deposit under this Lease shall be an Irrevocable Standby Letter of Credit from a commercial bank reasonably acceptable to Landlord (the "Issuing Bank") in substantially the form attached hereto as Exhibit E the ("letter of credit") in the amount set forth in the Reference Pages. Under any circumstance under which Landlord is entitled to the use of all or any part of the Security Deposit, then Landlord, in addition to all other rights and remedies provided under this Lease, shall have the right to draw down such amount from the letter of credit and retain the proceeds. The following terms and conditions shall govern the letter of credit:

5.1 The letter of credit shall be returned to Tenant when Tenant is entitled to a return of its Security Deposit.

5.2 The letter of credit shall be in favor of Landlord, shall be issued by the Issuing Bank, shall comply with all of the terms and conditions of this Article 5 and shall otherwise be in form reasonably acceptable to Landlord. If, at any time while the letter of credit is outstanding, (a) the Issuing Bank is declared insolvent or taken into receivership by the Federal Deposit Insurance Corporation or any other governmental agency, or is closed for any reason, or (b) Landlord reasonably believes that the Issuing Bank may be or become insolvent or otherwise unable to meet its obligations, then, not later than thirty (30) days after written notice from Landlord, Tenant shall cause the existing letter of credit to be replaced by a new letter of credit issued by another commercial bank reasonably acceptable to Landlord, with such new letter of credit to comply with all of the terms and conditions of this Section 5.2. If Tenant fails to deliver an acceptable replacement letter of credit within such thirty (30) day period, Landlord shall have the right to present the existing letter of credit to the Issuing Bank for payment, and the entire sum so obtained shall be paid to Landlord, to be held by Landlord until Tenant would otherwise be entitled to the return of the letter of credit, and to be retained by Landlord if a default occurs.

5.3 The initial letter of credit shall have an expiration date not earlier than twelve (12) months after the Commencement Date. A draft of the form of letter of credit must be submitted to Landlord for its approval prior to issuance.

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5.4 The letter of credit or any replacement letter of credit shall be irrevocable for the term thereof and shall automatically renew on a year to year basis until a period ending on the three (3) year anniversary of the Commencement Date ("End Date") without any action whatsoever on the part of Landlord; provided that the Issuing Bank shall have the right not to renew the letter of credit by giving written notice to Landlord not less than sixty (60) days prior to the expiration of the then current term of the letter of credit that it does not intend to renew the letter of credit. Tenant understands that the election by the Issuing Bank not to renew the letter of credit shall not, in any event, diminish the obligation of Tenant to maintain such an irrevocable letter of credit in favor of Landlord through such date.

5.5 Landlord, or its then managing agent, shall have the right from time to time to make one or more draws on the letter of credit at any time that Landlord has the right to use all or a part of the Security Deposit pursuant to this Article 5, and the proceeds may be applied as permitted under this Article 5. The letter of credit must state that it can be presented for payment at the office of the Issuing Bank or a correspondent in the metropolitan area in which the Building is located which is approved by the Issuing Bank (the "Correspondent Bank"). Funds may be drawn down on the letter of credit upon presentation to the Issuing Bank or Correspondent Bank of: (a) the original letter of credit, (b) a completed and signed site draft (in form and substance as required by the Issuing Bank, otherwise in the form of Exhibit A to the form letter of credit attached hereto as Exhibit E), (c) Landlord's (or Landlord's then managing agent's) certificate (in form and substance as required by the Issuing Bank, otherwise in the form of Exhibit B to the form letter of credit attached hereto as Exhibit E), and (d) any other documentation which may be reasonably and customarily required by the Issuing Bank. It is understood that if Landlord or its managing agent be a corporation, partnership or other entity, then such site draft and certificate shall each be signed by an officer (if a corporation), a general partner (if a partnership), or any authorized individual (if another entity).

5.6 Tenant acknowledges and agrees (and the letter of credit shall so state) that the letter of credit shall be honored by the Issuing Bank without inquiry as to the truth of the statements set forth in such site draft and certificate and regardless of whether the Tenant disputes the content of the same. The foregoing shall not be deemed an admission, acknowledgement or agreement by Tenant of any Tenant default hereunder nor of Landlord's entitlement to retain the funds obtained from any such draw request.

5.7 In the event of a transfer of Landlord's interest in the Premises, Landlord shall have the right to transfer the letter of credit to the transferee and Tenant shall take whatever action is necessary to effectuate such transfer and thereupon the Landlord shall, without any further agreement between the parties, be released by Tenant from all liability therefor, and it is agreed that the provisions hereof shall apply to every transfer or assignment of said letter of credit to a new landlord; provided, however, that Landlord or the new landlord pays all fees to the Issuing Bank necessary to evidence such transfer.

5.8 Without limiting the generality of the foregoing, if the letter of credit expires earlier than the End Date, or the Issuing Bank notifies Landlord that it will not renew the letter of credit, Landlord shall accept a renewal thereof or substitute letter credit (such renewal or substitute letter of credit to be in effect not later than thirty (30) days prior to the expiration of the expiring letter of credit), irrevocable and automatically renewable as above provided to the End Date upon substantially the same terms as the expiring letter of credit or upon such other terms as may be reasonably acceptable to Landlord. However, if (a) the letter of credit is not timely renewed, or (b) a substitute letter of credit, complying with all of the terms and conditions of this Section is not timely received, then Landlord may present the expiring letter of credit to the Issuing Bank, and the entire sum so obtained shall be paid to Landlord, to be held by Landlord in accordance with this Article 5. Notwithstanding the foregoing, Landlord shall be entitled to receive from Tenant a fee in an amount not to exceed Five Hundred and No/100 Dollars (\$500.00) for attorneys' fees incurred in connection with the review of any proposed substitute letter of credit pursuant to this Section 5.8.

5.9 The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant and not as an advance rental deposit or as a measure of Landlord's damage in case of Tenant's default. If Tenant defaults with respect to

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any provision of this Lease, Landlord may use that portion of the Security Deposit necessary for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other actual loss or damage which Landlord may suffer by reason of Tenant's default. If any portion is so used, Tenant shall within ten (10) days after written demand therefor, deposit with Landlord 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. Except to such extent, if any, as shall be required by law, Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, and no Event of Default shall have occurred, the Security Deposit or any balance thereof shall be returned to Tenant at such time after the End Date when Landlord shall have determined that all of Tenant's obligations under this Lease have been fulfilled as of such date, but in no event later than forty-five (45) days after said End Date.

6. ALTERATIONS.

6.1 Except for the Tenant's Work, Tenant shall not make or suffer to be made any alterations, additions, or improvements, including, but not limited to, the attachment of any fixtures or equipment in, on, or to the Premises or any part thereof or the making of any improvements as required by Article 7, without the prior written consent of Landlord. When applying for such consent, Tenant shall, if requested by Landlord, furnish complete plans and specifications for such alterations, additions and improvements. Landlord's consent shall not be unreasonably withheld, conditioned or delayed with respect to alterations which (a) are not structural in nature, (b) are not visible from the exterior of the Building, (c) do not affect or require modification of the Building's electrical, mechanical, plumbing, HVAC or other systems, and (d) in aggregate do not cost more than Ten Dollars (\$10.00) per rentable square foot of that portion of the Premises affected by the alterations in question. Notwithstanding the foregoing, Landlord's prior consent shall not be required, but prior written notice shall be provided to Landlord, for painting the interior walls of the Premises, putting wallpaper or other covering on the interior walls of the Premises, installing and/or replacing carpeting within the Premises, or doing other cosmetic or decorative alterations or additions within the Premises, but not for hanging signs and decorative items, such as art work and pictures, on the interior walls within the Premises (which actions shall be subject to the terms and provisions of Article 43 and the Rules and Regulations).

6.2 In the event Landlord consents to the making of any such alteration, addition or improvement by Tenant, the same shall be made by using either Landlord's contractor or a contractor reasonably approved by Landlord, in either event at Tenant's sole cost and expense. If Tenant shall employ any contractor other than Landlord's contractor and such other contractor or any subcontractor of such other contractor shall employ any non-union labor or supplier, Tenant shall be responsible for and hold Landlord harmless from any and all delays, damages and extra costs suffered by Landlord as a result of any dispute with any labor unions concerning the wage, hours, terms or conditions of the employment of any such labor.

6.3 All alterations, additions or improvements proposed by Tenant shall be constructed in accordance with all government laws, ordinances, rules and regulations, using Building standard materials where applicable, and Tenant shall, prior to construction, provide the additional insurance required under Article 11 in such case, and also prior to, during or at completion of such work (as applicable) all such assurances to Landlord as Landlord shall reasonably require to assure payment of the costs thereof, including but not limited to, notices of non-responsibility, waivers of lien, surety company performance bonds and funded construction escrows and to protect Landlord and the Building and appurtenant land against any loss from any mechanic's, materialmen's or other liens. Tenant shall pay in addition to any sums due pursuant to Article 4, any increase in real estate taxes attributable to any such alteration, addition or improvement for so long, during the Term, as such increase is ascertainable; at Landlord's election said sums shall be paid in the same way as sums due under Article 4.

7. MAINTENANCE AND REPAIR.

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7.1 Landlord shall repair and maintain in good order and condition, consistent with Class A office buildings in Portland Maine: (a) the foundations, exterior walls and finishes, load bearing walls, structural columns and beams, and roof of the Building; (b) all utility lines that serve the Property and the Building to the extent within Landlord's dominion and control and except to the extent exclusively serving or located within the premises of any tenant or other occupant of the Building (including the Premises); (c) all building systems (including, without limitation, all electrical, plumbing, air conditioning, heating, fire suppression, security and mechanical service systems to the extent within Landlord's dominion and control and except to the extent exclusively serving or located within the premises of any tenant or other occupant of the Building (including the Premises); and (d) all common areas of the Property (including, without limitation, all common areas within the Building, all driveways, walkways, the Parking Facility and vegetated or landscaped areas) and all improvements located thereon. In addition to the foregoing, Landlord shall: (i) cause the Parking Facility to be maintained in good order and repair and in clean condition at all times during the Term, which maintenance shall include, without limitation, trash pick-up, sweeping, paving, patching, seal coating, striping and lighting thereof (subject to the terms of Section 4.1.2); (ii) promptly remove or cause to be removed accumulations of snow and ice from the Parking Facility and walkways at the Property; and (iii) provide for landscape services so as to maintain all vegetated or landscaped areas of the Property consistent with Class A office buildings in Portland, Maine. Other than as expressly delineated in the foregoing two (2) sentences, Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises, except as specified in Exhibit B with respect to the Landlord's Work. By taking possession of the Premises following Landlord's substantial completion of the Landlord's Work pursuant to Exhibit B, Tenant accepts them as being in good order, condition and repair and in the condition in which Landlord is obligated to deliver them, except as set forth in the punch list to be delivered pursuant to Section 2.1. It is hereby understood and agreed that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as specifically set forth in this Lease.

7.2 Tenant shall, at all times during the Term, keep the interior of the Premises and the Deck Space (including, for illustration purposes, the ceiling, the lights, the walls, the wall coverings, the interior glass, and the floor coverings, such as wood, tile and carpeting) in good condition and repair excepting damage by fire, or other casualty and ordinary wear and tear, and in compliance with all applicable governmental laws, ordinances and regulations, promptly complying with all governmental orders and directives for the correction, prevention and abatement of any violations or nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense.

7.3 Notwithstanding the terms and provisions of this Article 7, if, for more than three (3) consecutive business days following written notice from Tenant to Landlord, Landlord shall fail to commence and diligently pursue to completion the making of any repairs or the performance of any maintenance required of Landlord under this Lease, and the making of such repairs or the performance of such maintenance is within Landlord's reasonable control and not caused by Tenant's negligence or willful misconduct (subject in all cases to delays caused by Force Majeure Events), and as a result of such failure (a) Tenant shall not be reasonably able to use and occupy, or to have access to, the Premises, or a material portion of the Premises, as the case may be, for the normal conduct of Tenant's business operations without extraordinary and unreasonable measures being required to be taken by Tenant in order to do so, and (b) Tenant does not use or occupy the same during said period, then the obligation of Tenant to pay Annual Rent and additional rent hereunder shall be abated in proportion to the portion of the Premises that Tenant is unable to use as a result of such failure from the date such use and occupancy is impaired until the date immediately following the day on which such repairs or maintenance have been performed to allow Tenant to use such portion of the Premises (Landlord agreeing that it shall diligently pursue the making of such repairs and the performance of such maintenance until completion).

7.4 Except as expressly provided in this Lease, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or to fixtures, appurtenances and equipment in the Building. Except to the extent, if any, prohibited by law, Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

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8. **LIENS.** Tenant shall keep the Premises, the Building and the Property, and Tenant's leasehold interest in the Premises, free from any liens arising out of any services, work or materials performed, furnished, or contracted for by Tenant, or obligations incurred by Tenant. In the event that Tenant fails, within thirty (30) days following the imposition of any such lien, to either cause the same to be released of record or provide Landlord with insurance against the same issued by a major title insurance company or such other protection against the same as Landlord shall reasonably accept (such failure to constitute an Event of Default), Landlord shall have the right to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith shall be payable to it by Tenant within ten (10) business days of Landlord's demand.

9. **ASSIGNMENT AND SUBLETTING.**

9.1 Tenant shall not have the right to assign or pledge its interest in this Lease (except collaterally as collateral for a loan) or to sublet the whole or any part of the Premises whether voluntarily or by operation of law, or permit the use or occupancy of the Premises by anyone other than Tenant, and shall not make, suffer or permit such assignment, subleasing or occupancy without the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed, and said restrictions shall be binding upon any and all assignees of the Lease and subtenants of the Premises. In the event Tenant desires to sublet, or permit such occupancy of, the Premises, or any portion thereof, or assign this Lease, Tenant shall give written notice thereof to Landlord at least thirty (30) days but no more than one hundred twenty (120) days prior to the proposed commencement date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee, the relevant terms of any sublease or assignment and copies of financial reports and other relevant financial information of the proposed subtenant or assignee.

9.1.1 Notwithstanding anything to the contrary contained in this Section 9.1, Tenant may assign this Lease or sublet all or part of the Premises to any Related Entity or Successor Entity (as such terms are hereinafter defined) without Landlord's prior consent; provided, that such Related Entity or Successor Entity (a) has a tangible net worth computed in accordance with generally accepted accounting principles consistently applied at least equal to Tenant's tangible net worth as of the Lease Reference Date, (b) executes an assignment and assumption agreement or sublease agreement with Tenant, as the case may be, and such agreement contains an assumption by such Related Entity or Successor Entity of all of the obligations of Tenant hereunder with respect to such assignment or sublease, as the case may be, including, without limitation, the obligation to pay rent and other amounts provided under this Lease in case of an assignment, and a copy of such agreement is delivered to Landlord within ten (10) days of such transaction, and (c) uses the Premises for the Permitted Use under this Lease and for no other purpose. For the purposes of this Lease, a "Successor Entity" shall mean (i) a corporation or other business entity into which or with which Tenant, its successor or assign, is merged or consolidated, in accordance with applicable statutory provisions for the merger or consolidation of corporations or such other entities (as applicable), or (ii) a corporation or other business entity acquiring all or substantially all of the assets of Tenant, including the leasehold estate created by this Lease, and expressly assuming the obligations of Tenant under this Lease, or (iii) a corporation or other business entity acquiring all or substantially all of the outstanding stock, partnership interest, or membership interest of Tenant; provided, that, such merger, consolidation or acquisition, whichever the case may be, is not principally for the purpose of transferring the leasehold estate created hereby. For purposes of this Lease, a "Related Entity" shall mean a corporation or other business entity which controls, is controlled by, or is under common control with Tenant. For the purposes of this paragraph, "control" shall be deemed to mean either (A) ownership of a majority interest, or (B) possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation or other business entity, through the ownership of voting securities, partnership interests, membership interests, by contract, or otherwise.

9.1.2 Landlord hereby acknowledges Tenant's desire to potentially sublease up to approximately 6,000 rentable square feet of space in the Premises to a single subtenant, and Landlord hereby agrees that, so long as (a) Tenant complies with the terms and provisions set forth in this Article 9, and (b) all of the other terms and conditions regarding subleasing under this Article 9 are complied with, then, subject to the terms and provisions of this Article 9, Landlord will not withhold its consent to such sublease or subtenant based solely on the

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fact that such sublease may be to a single subtenant for approximately 6,000 rentable square feet of space in the Premises.

9.2 Notwithstanding any assignment or subletting, permitted or otherwise, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent specified in this Lease and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an Event of Default, if the Premises or any part of them are then assigned or sublet, Landlord, in addition to any other remedies provided in this Lease or provided by law, may, at its option, collect directly from such assignee or subtenant all rents due and becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord from Tenant under this Lease, and no such collection shall be construed to constitute a novation or release of Tenant from the further performance of Tenant's obligations under this Lease.

9.3 Intentionally Deleted.

9.4 Intentionally Deleted.

9.5 Notwithstanding any other provision hereof, it shall be considered reasonable for Landlord to withhold its consent to any assignment of this Lease or sublease of any portion of the Premises if at the time of either Tenant's notice of the proposed assignment or sublease or the proposed commencement date thereof, there shall exist any uncured default of Tenant or matter which will become a default of Tenant with passage of time unless cured, or if the proposed assignee or sublessee is an entity: (a) with which Landlord is already in negotiation (meaning, Landlord or its brokers or representatives have provided such proposed assignee or sublessee with a term sheet, letter of intent, offer, or written proposal to which such prospective assignee or sublessee has submitted a written counter proposal to lease or sublease space in the Building during the immediately preceding six (6) month period); (b) is already an occupant of the Building unless Landlord is unable to provide the amount of space required by such occupant; (c) is a governmental agency; (d) is incompatible with the character of occupancy of the Building; (e) with which the payment for the sublease or assignment is determined in whole or in part based upon its net income or profits; or (f) would subject the Premises to a use which would: (i) involve increased personnel or wear upon the Building; (ii) violate any exclusive right granted to another tenant of the Building; (iii) require any addition to or modification of the Premises or the Building in order to comply with building code or other governmental requirements; or (iv) involve a violation of Section 1.2. Tenant expressly agrees that for the purposes of any statutory or other requirement of reasonableness on the part of Landlord, Landlord's refusal to consent to any assignment or sublease for any of the reasons described in this Section 9.5, shall be conclusively deemed to be reasonable.

9.6 Upon any request to assign or sublet, Tenant will pay to Landlord, on demand, a sum equal to all of Landlord's actual and verifiable reasonable third party costs, including reasonable outside counsel attorney's fees, incurred in investigating and considering any proposed or purported assignment or pledge of this Lease or sublease of any of the Premises, regardless of whether Landlord shall consent to, refuse consent, or determine that Landlord's consent is not required for, such assignment, pledge or sublease. Any purported sale, assignment, mortgage, transfer of this Lease or subletting which does not comply with the provisions of this Article 9 shall be void. Additionally, if Tenant or any successor thereto (by assignment or otherwise) assigns this Lease or sublets any portion of the Premises more than two (2) times during the Term of this Lease (including any extensions hereof that are expressly agreed to by the parties), then, in addition to the foregoing amounts, Tenant will also pay to Landlord, on demand, an assignment and subletting fee equal to One Thousand and No/Dollars (\$1,000.00) per assignment and/or sublet.

9.7 If Tenant is a corporation, limited liability company, partnership or trust, any transfer or transfers of or change or changes within any twelve (12) month period in the number of the outstanding voting shares of the corporation or limited liability company, the general partnership interests in the partnership or the identity of the persons or entities controlling the activities of such partnership or trust resulting in the persons or entities owning or controlling a majority of such shares, partnership interests or activities of such partnership or trust at the beginning of such period no longer having such ownership or control shall be regarded as equivalent to an assignment of this

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Lease to the persons or entities acquiring such ownership or control and shall be subject to all the provisions of this Article 9 to the same extent and for all intents and purposes as though such an assignment.

9.8 Provided that Tenant is not then in default beyond any applicable notice and cure period under the terms, covenants and conditions of this Lease, Landlord shall waive and subordinate any statutory or other liens that Landlord may have or be entitled to on any fixtures, equipment or other personal property of Tenant ("Collateral") in favor of Tenant's lender and Landlord shall use good faith reasonable efforts to execute, within thirty (30) days of Tenant's request, a commercially reasonable consent agreement whereby such lender shall have a reasonable period of access to the Premises to recover such Collateral on such terms and conditions as are reasonably acceptable to Landlord (provided, that, in any event, such lender shall be required to pay a pro rated portion of Annual Rent and additional rent hereunder, as well as for any utilities consumed, during any such period of access).

10. INDEMNIFICATION.

10.1 None of the Landlord Entities shall be liable and Tenant hereby waives all claims against them for any damage to any property or any injury to any person in or about the Premises or the Building by or from any cause whatsoever (including without limiting the foregoing, rain or water leakage of any character from the roof, windows, walls, basement, pipes, plumbing works or appliances, the Building not being in good condition or repair, gas, fire, oil, electricity or theft), except to the extent caused by or arising from the negligence or willful misconduct of Landlord or its agents, employees or contractors. Subject to the waiver of subrogation provisions set forth in Article 12, Tenant shall protect, indemnify and hold the Landlord Entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property (including but not limited to property of any Landlord Entity) or any injury (including but not limited to death) to any person occurring in, on or about the Premises or the Building to the extent that such injury or damage shall be caused by or arise from any act, fault, negligence or willful misconduct by or of Tenant or any Tenant Entity with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises or from transactions of the Tenant concerning the Premises; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease. Subject to the waiver of subrogation provisions set forth in Article 12 of this Lease, Landlord shall protect, indemnify and hold Tenant and Tenant's members, managers, officers, agents, employees, independent contractors and invitees harmless from and against any and all loss, claims, liability or costs (including reasonable attorneys' fees) incurred by reason of (i) any damage (except to the extent due to the acts or omissions of Tenant or Tenant's Entities) to any person or property while on common areas of the Property or the Park to the extent resulting from the negligent acts or omissions of Landlord or any Landlord Entity with respect to the injury or damage, (ii) work being performed by Landlord, its employees, agents or contractors, or (iii) any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed pursuant to this Lease. The provisions of this Article 10 shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

11. INSURANCE.

11.1 Tenant shall keep in force throughout the Term: (a) a Commercial General Liability insurance policy or policies to protect the Landlord Entities against any liability to the public or to any invitee of Tenant or a Landlord Entity incidental to the use of or resulting from any accident occurring in or upon the Premises with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the annual aggregate, or such larger amount as Landlord may prudently require from time to time, covering bodily injury and property damage liability and professional liability insurance of not less than \$2,000,000 in the aggregate; (b) Business Auto Liability covering owned, non owned and hired vehicles with a limit of not less than \$1,000,000 per accident; (c) Worker's Compensation Insurance with limits as required by statute with Employers Liability and limits of \$500,000 each accident, \$500,000 disease policy limit, \$500,000 disease each employee; (d) All Risk or Special Form coverage protecting Tenant against loss of or damage to Tenant's alterations, additions, improvements, carpeting, floor coverings, panelings, decorations, fixtures, inventory and other business personal property situated in or about the

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Premises to the full replacement value of the property so insured; and (e) Business Interruption Insurance with limit of liability representing loss of at least approximately six (6) months of income.

11.2 The aforesaid policies shall (a) be provided at Tenant's expense; (b) name the Landlord Entities as additional insureds (General Liability) and loss payee (Property—Special Form); (c) be issued by an insurance company with a minimum Best's rating of "A-:VII" during the Term; and (d) provide that said insurance shall not be canceled unless thirty (30) days prior written notice (ten days for non-payment of premium) shall have been given to Landlord; a certificate of Liability insurance on ACORD Form 25 and a certificate of Property insurance on ACORD Form 27 shall be delivered to Landlord by Tenant upon the Commencement Date and at least thirty (30) days prior to each renewal of said insurance.

11.3 Whenever Tenant shall undertake any alterations, additions or improvements in, to or about the Premises ("Work") the aforesaid insurance protection must extend to and include injuries to persons and damage to property arising in connection with such Work, without limitation including liability under any applicable structural work act, and such other insurance as Landlord shall reasonably require; and the policies of or certificates evidencing such insurance must be delivered to Landlord prior to the commencement of any such Work.

11.4 Landlord shall purchase and maintain during the Term with insurance companies qualified to do business in the State of Maine (except as otherwise set forth hereinbelow) such insurance in amounts and with deductibles as a reasonably prudent landlord would purchase and maintain with respect to a similar class of building as the Building in the Portland, Maine market area, including the following: (a) commercial general liability insurance for incidents occurring in the common areas, with coverage for premises/operations, personal injury, and for bodily injury and property damage per occurrence, together with such other coverages and risks as Landlord shall reasonably decide or a mortgagee may require; and (b) property insurance covering property damage to the Building and the Building structure (but excluding the Tenant's Work and any other alterations, additions or improvements performed by Tenant), for eighty percent (80%) of replacement cost value. The cost of any such insurance shall be included in Expenses pursuant to Section 4.1.2.

12. **WAIVER OF SUBROGATION.** So long as their respective insurers so permit, Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective party but only to the extent of the net insurance proceeds payable under such policies. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

13. **SERVICES AND UTILITIES.**

13.1 Provided that no Event of Default exists under this Lease, Landlord agrees to furnish to the Premises, the following services and utilities subject to the Rules and Regulations: (a) water suitable for normal office use of the Premises, available 24 hours per day, 7 days per week; (b) heat and air conditioning required in Landlord's reasonable judgment for the use and occupation of the Premises during Building Business Hours, but subject to use outside of Building Business Hours based upon Landlord's After-Hours HVAC Cost set forth in the Reference Pages; (c) elevator service by nonattended automatic elevators, if applicable, available 24 hours per day, 7 days per week; (d) equipment to bring to the Premises electricity for lighting, convenience outlets and other normal office use, available 24 hours per day, 7 days per week; (e) janitorial services for the common areas within the Building each day other than Saturdays, Sundays and national holidays, consistent with janitorial services provided to other comparable Class A office buildings in Portland, Maine; and (f) window cleaning services for the interior glass windows in the Premises once per Lease Year and exterior glass of the exterior windows of the Building three (3) times per Lease Year. In addition, Landlord shall replace all lamps, bulbs, ballasts and other components of the Building light fixtures located within the Premises as needed from time to time with "like kind" lamps, bulbs, ballasts and components, the costs of which shall be included in Expenses pursuant to Section 4.1.2. To the extent that Tenant is not billed directly by a public utility, Tenant shall pay, within twenty (20) days of Landlord's demand, for (i) all electricity used by Tenant in the Premises, and (ii) for all heat, ventilation, and air conditioning used by Tenant in the Premises. The charge shall be at the rates charged for such services by the local public utility. Alternatively,

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Landlord may elect to include electricity costs in Expenses pursuant to Section 4.1.2. Notwithstanding the terms and provisions of this Article 13, if, for more than three (3) consecutive business days following written notice from Tenant to Landlord, Landlord shall fail to commence and diligently pursue to completion the restoration of any utility or other service required to be provided by Landlord under this Lease following the interruption, curtailment or suspension of such utility or other service, and the restoration of any such utility or other service is within Landlord's reasonable control and not caused by Tenant's negligence or willful misconduct (subject in all cases to delays caused by Force Majeure Events), and as a result of such failure (i) Tenant shall not be reasonably able to use and occupy, or to have access to, the Premises, or a material portion of the Premises, as the case may be, for the normal conduct of Tenant's business operations without extraordinary and unreasonable measures being required to be taken by Tenant in order to do so, and (ii) Tenant does not use or occupy the same during said period, then the obligation of Tenant to pay Annual Rent and additional rent hereunder shall be abated in proportion to the portion of the Premises that Tenant is unable to use as a result of such failure from the date such use and occupancy is impaired until the date immediately following the day on which such interruption, curtailment or suspension ends and such service is restored (Landlord agreeing that it shall diligently pursue the restoration of any such utility or other service until restored).

13.2 Should Tenant require any additional work or service, as described above, including services furnished outside of the hours of availability specified in Section 13.1 above for such services, Landlord may, on terms to be agreed, upon reasonable advance notice by Tenant, furnish such additional service and Tenant agrees to pay Landlord such charges as may be agreed upon, including any tax imposed thereon, but in no event at a charge less than Landlord's actual cost plus reasonable overhead for such additional service and, where appropriate, a reasonable allowance for depreciation of any systems being used to provide such service. The current charge for after-hours HVAC services is specified on the Reference Pages.

13.3 Wherever heat-generating machines or equipment are used by Tenant in the Premises which affect the temperature otherwise maintained by the air conditioning system or Tenant allows occupancy of the Premises by more persons than the heating and air conditioning system is designed to accommodate, in either event whether with or without Landlord's approval, Landlord reserves the right to install supplementary heating and/or air conditioning units in or for the benefit of the Premises and the cost thereof, including the cost of installation and the cost of operations and maintenance, shall be paid by Tenant to Landlord within ten (10) business days of Landlord's demand.

13.4 Tenant will not, without the written consent of Landlord, use any apparatus or device in the Premises, including but not limited to, electronic data processing machines and machines using current in excess of 2000 watts and/or 20 amps or 120 volts, which will in any way increase the amount of electricity or water usually furnished or supplied for use of the Premises for normal office use, nor connect with electric current, except through existing electrical outlets in the Premises, or water pipes, any apparatus or device for the purposes of using electrical current or water. If Tenant shall require water or electric current in excess of that usually furnished or supplied for use of the Premises as normal office use, Tenant shall procure the prior written consent of Landlord for the use thereof, which Landlord may refuse, and if Landlord does consent, Landlord may cause a water meter or electric current meter to be installed so as to measure the amount of such excess water and electric current. The cost of any such meters shall be paid for by Tenant. Tenant agrees to pay to Landlord within ten (10) business days of Landlord's demand, the cost of all such excess water and electric current consumed (as shown by said meters, if any, or, if none, as reasonably estimated by Landlord) at the rates charged for such services by the local public utility or agency, as the case may be, furnishing the same, plus any additional expense incurred in keeping account of the water and electric current so consumed.

13.5 Tenant will not, without the written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, contract with a utility provider to service the Premises with any utility, including, but not limited to, telecommunications, electricity, water, sewer or gas, which is not previously providing such service to other tenants in the Building. Subject to Landlord's reasonable Rules and Regulations and the provisions of Articles 6 and 26, Tenant shall be entitled to the use of wiring ("Communications Wiring") from the existing telecommunications nexus in the Building to the Premises, sufficient for normal general office use of the Premises.

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Tenant shall not install any additional Communications Wiring, nor remove any Communications Wiring, without in each instance obtaining the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall in no event be liable for disruption in any service obtained by Tenant pursuant to this paragraph.

13.6 Tenant shall also arrange and be responsible for the cleaning and janitorial services provided to the Premises, at Tenant's sole cost and expense, in accordance with the cleaning standards in effect for the Building from time to time.

14. **HOLDING OVER.** Tenant shall pay Landlord for each day Tenant retains possession of the Premises or part of them after termination of this Lease by lapse of time or otherwise at the rate ("Holdover Rate") which shall be one hundred fifty percent (150%) of the greater of (a) the amount of the Annual Rent for the last period prior to the date of such termination plus all Rent Adjustments under Article 4; and (b) the then market rental value of the Premises as determined by Landlord assuming a new lease of the Premises of the then usual duration and other terms, in either case, prorated on a daily basis, and also pay all damages sustained by Landlord by reason of such retention. Any such holding over shall result in a tenancy at sufferance having been created at the Holdover Rate, prorated on a daily basis. In any event, no provision of this Article 14 shall be deemed to waive Landlord's right of reentry or any other right under this Lease or at law.

15. **SUBORDINATION.** Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgages or deeds of trust now or hereafter placed on, against or affecting the Building, Landlord's interest or estate in the Building, or any ground or underlying lease; provided, however, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease be superior to any such instrument, then, by notice to Tenant, this Lease shall be deemed superior, whether this Lease was executed before or after said instrument. Notwithstanding the foregoing, Tenant covenants and agrees to execute and deliver, within ten (10) business days of Landlord's request, such further instruments evidencing such subordination or superiority of this Lease as may be required by Landlord; provided, however, with respect to any mortgage executed subsequent to the Lease Reference Date, in the event that such instrument provides that this Lease shall be subordinate to such mortgage, Landlord shall use commercially reasonable efforts to cause the holder thereof to agree in writing not to disturb Tenant's use and occupation of the Premises under this Lease for so long as Tenant shall not be in default hereof, subject to such holder's other commercially reasonable terms and conditions. In addition, if there are or will be, as of the Commencement Date, any mortgages in effect with respect to the Premises which would thereby be superior to this Lease, then Landlord shall use commercially reasonable good faith diligent efforts to obtain and deliver to Tenant, prior to the Commencement Date, a subordination, non-disturbance and attornment agreement in substantially the form attached hereto as Exhibit F, duly executed on behalf of each such mortgagee, Landlord and Tenant.

16. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with all the rules and regulations as set forth in Exhibit D to this Lease and all reasonable and non-discriminatory modifications of and additions to them from time to time put into effect by Landlord (collectively, the "Rules and Regulations"), provided such Rules and Regulations do not materially interfere with Tenant's access to the Building or the Premises, with Tenant's use of the parking spaces provided for herein, or with Tenant's use and enjoyment of the Premises. Notwithstanding anything to the contrary contained in this Lease, in the event there is a conflict between the terms and conditions of this Lease and the provisions of the Rules and Regulations, Landlord and Tenant acknowledge and agree that the terms and conditions of this Lease shall control. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building of any such Rules and Regulations.

17. **REENTRY BY LANDLORD.**

17.1 Landlord reserves and shall at all times have the right to re-enter the Premises, upon at least twenty-four (24) hours prior written notice to Tenant (except in the case of an emergency when no such notice shall be required), to inspect the same, to supply janitor service and any other service to be provided by Landlord to Tenant

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under this Lease, to show said Premises to prospective purchasers, mortgagees or tenants, and to alter, improve or repair the Premises and any portion of the Building, without abatement of rent, and may for that purpose erect, use and maintain scaffolding, pipes, conduits and other necessary structures and open any wall, ceiling or floor in and through the Building and Premises where reasonably required by the character of the work to be performed, provided entrance to the Premises shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Landlord shall have the right at any time to change the arrangement and/or locations of entrances, or passageways, doors and doorways, and corridors, windows, elevators, stairs, toilets or other public parts of the Building and to change the name, number or designation by which the Building is commonly known. In the event that Landlord damages any portion of any wall or wall covering, ceiling, or floor or floor covering within the Premises, Landlord shall promptly repair or replace, at its sole cost and expense, the damaged portion to match the original as nearly as commercially reasonable but shall not be required to repair or replace more than the portion actually damaged. Landlord shall also promptly repair or replace, at its sole cost and expense, any furniture, fixtures or equipment of Tenant which is damaged by Landlord or any of its agents in connection with such activities. Notwithstanding the terms and provisions of this Section 17.1, if, for more than three (3) consecutive business days following written notice from Tenant to Landlord, Landlord shall fail to commence the cure of any interruption in Tenant's normal business operations in the Premises that is caused by Landlord taking any of the foregoing actions and diligently pursue such cure to completion, and the curing of such business interruption is within Landlord's reasonable control and not caused by Tenant's negligence or willful misconduct (subject in all cases to delays caused by Force Majeure Events), and as a result of such failure (a) Tenant shall not be reasonably able to use and occupy, or to have access to, the Premises, or a material portion of the Premises, as the case may be, for the normal conduct of Tenant's business operations without extraordinary and unreasonable measures being required to be taken by Tenant in order to do so, and (b) Tenant does not use or occupy the same during said period, then the obligation of Tenant to pay Annual Rent and additional rent hereunder shall be abated in proportion to the portion of the Premises that Tenant is unable to use as a result of such failure from the date such use and occupancy is impaired until the date immediately following the day on which such interruption ends (Landlord agreeing that it shall diligently pursue such cure until completion). Except as set forth in this Section 17.1, Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned by any action of Landlord's authorized by this Article 17.

17.2 For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in the Premises, excluding Tenant's vaults and safes or special security areas (designated in advance), and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency to obtain entry to any portion of the Premises. As to any portion to which access cannot be had by means of a key or keys in Landlord's possession, Landlord is authorized to gain access by such means as Landlord shall elect, but absent an emergency, only after notifying Tenant and requesting access within a reasonable time prior thereto, and, only if any required notice has been given to Tenant, the cost of repairing any damage occurring in doing so shall be borne by Tenant and paid to Landlord within ten (10) business days of Landlord's demand.

18. DEFAULT.

18.1 Except as otherwise provided in Article 20, the following events shall be deemed to be "Events of Default" under this Lease:

18.1.1 Tenant shall fail to pay when due any sum of money becoming due to be paid to Landlord under this Lease, whether such sum be any installment of the rent reserved by this Lease, any other amount treated as additional rent under this Lease, or any other payment or reimbursement to Landlord required by this Lease, whether or not treated as additional rent under this Lease, and such failure shall continue for a period of five (5) business days after written notice that such payment was not made when due, but if any such notice shall be given, for the twelve (12) month period commencing with the date of such notice, the failure to pay within five (5) business days after due any additional sum of money becoming due to be paid to Landlord under this Lease during such period shall be an Event of Default, without notice.

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18.1.2 Tenant shall fail to comply with any term, provision or covenant of this Lease which is not provided for in another Section of this Article and shall not cure such failure within thirty (30) days (forthwith, if the failure involves a hazardous condition) after written notice of such failure to Tenant provided, however, that such failure shall not be an event of default if such failure could not reasonably be cured during such thirty (30) day period, Tenant has commenced the cure within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed one hundred twenty (120) days.

18.1.3 Tenant shall fail to vacate the Premises immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only.

18.1.4 Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof.

18.1.5 A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof.

19. REMEDIES.

19.1 Except as otherwise provided in Article 20, upon the occurrence of any of the Events of Default described or referred to in Article 18, Landlord shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever, concurrently or consecutively and not alternatively:

19.1.1 Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease.

19.1.2 Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event and to repossess Landlord of the Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or be within the Premises and to remove Tenant's signs and other evidence of tenancy and all other property of Tenant therefrom without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Tenant waiving any right to claim damages for such re-entry and expulsion, and without relinquishing Landlord's right to rent or any other right given to Landlord under this Lease or by operation of law.

19.1.3 Upon any termination of this Lease, whether by lapse of time or otherwise, Landlord shall be entitled to recover as damages, all rent, including any amounts treated as additional rent under this Lease, and other sums due and payable by Tenant on the date of termination, plus as liquidated damages and not as a penalty, an amount equal to the sum of: (a) an amount equal to the then present value of the rent reserved in this Lease for the residue of the stated Term of this Lease including any amounts treated as additional rent under this Lease and all other sums provided in this Lease to be paid by Tenant, minus the fair rental value of the Premises for such residue; (b) the value of the time and expense necessary to obtain a replacement tenant or tenants, and the estimated expenses described in Section 19.1.4 relating to recovery of the Premises, preparation for reletting and for

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reletting itself; and (c) the cost of performing any other covenants which would have otherwise been performed by Tenant.

19.1.4 Upon any termination of Tenant's right to possession only without termination of the Lease:

19.1.4.1 Neither such termination of Tenant's right to possession nor Landlord's taking and holding possession thereof as provided in Section 19.1.2 shall terminate the Lease or release Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay the rent, including any amounts treated as additional rent, under this Lease for the full Term, and if Landlord so elects Tenant shall continue to pay to Landlord the entire amount of the rent as and when it becomes due, including any amounts treated as additional rent under this Lease, for the remainder of the Term plus any other sums provided in this Lease to be paid by Tenant for the remainder of the Term.

19.1.4.2 Landlord shall (a) use commercially reasonable efforts to relet the Premises or portions thereof, (b) list the Premises for lease either directly or through a commercial real estate leasing broker with at least ten (10) years of experience in the Portland, Maine area, and (c) use commercially reasonable efforts to negotiate any bona fide offers for all or any commercially reasonable portion of the Premises; provided, however, Landlord shall not be required to give any preference or priority to the showing or leasing of the Premises or portions thereof over any other space that Landlord may be leasing or have available and may place a suitable prospective tenant in any such other space regardless of when such other space becomes available and that Landlord shall have the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet only a portion of the Premises, or a portion of the Premises or the entire Premises as a part of a larger area, and the right to change the character or use of the Premises. In connection with or in preparation for any reletting, Landlord may, but shall not be required to, make repairs, alterations and additions in or to the Premises and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall pay the cost thereof, together with Landlord's expenses of reletting, including, without limitation, any commission incurred by Landlord, within ten (10) business days of Landlord's demand. Landlord shall not be required to observe any instruction given by Tenant about any reletting or accept any tenant offered by Tenant unless such offered tenant has a credit-worthiness acceptable to Landlord and leases the entire Premises upon terms and conditions including a rate of rent (after giving effect to all expenditures by Landlord for tenant improvements, broker's commissions and other leasing costs) all no less favorable to Landlord than as called for in this Lease, nor shall Landlord be required to make or permit any assignment or sublease for more than the current term or which Landlord would not be required to permit under the provisions of Article 9.

19.1.4.3 Until such time as Landlord shall elect to terminate the Lease and shall thereupon be entitled to recover the amounts specified in such case in Section 19.1.3, Tenant shall pay to Landlord upon demand the full amount of all rent, including any amounts treated as additional rent under this Lease and other sums reserved in this Lease for the remaining Term, together with the reasonable costs of repairs, alterations, additions, redecorating and Landlord's expenses of reletting and the collection of the rent accruing therefrom (including reasonable attorney's fees and broker's commissions), as the same shall then be due or become due from time to time, less only such consideration as Landlord may have received from any reletting of the Premises; and Tenant agrees that Landlord may file suits from time to time to recover any sums falling due under this Article 19 as they become due. Any proceeds of reletting by Landlord in excess of the amount then owed by Tenant to Landlord from time to time shall be credited against Tenant's future obligations under this Lease but shall not otherwise be refunded to Tenant or inure to Tenant's benefit.

19.2 Upon the occurrence of an Event of Default, Landlord may (but shall not be obligated to) cure such default at Tenant's sole expense. Without limiting the generality of the foregoing, Landlord may, at Landlord's option, enter into and upon the Premises if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible under this Lease or to otherwise effect compliance with its obligations under this Lease and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability

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for any damage or interruption of Tenant's business resulting therefrom and Tenant agrees to reimburse Landlord within ten (10) business days of Landlord's demand as additional rent, for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, plus interest from the date of expenditure by Landlord at the Wall Street Journal prime rate.

19.3 Tenant understands and agrees that in entering into this Lease, Landlord is relying upon receipt of all the Annual and Monthly Installments of Rent to become due with respect to all the Premises originally leased hereunder over the full Initial Term of this Lease for amortization, including interest at the Amortization Rate. For purposes hereof, the "Concession Amount" shall be defined as the aggregate of all amounts forgone or expended by Landlord as free rent under the lease, for the Tenant Improvement Payment (as defined in **Exhibit B**), for reasonable attorneys' fees and for brokers' commissions payable by reason of this Lease. Accordingly, Tenant agrees that if this Lease or Tenant's right to possession of the Premises leased hereunder shall be terminated as of any date ("Default Termination Date") prior to the expiration of the full Initial Term hereof by reason of a default of Tenant, there shall be due and owing to Landlord as of the day prior to the Default Termination Date, as rent in addition to all other amounts owed by Tenant as of such Date, the amount ("Unamortized Amount") of the Concession Amount determined as set forth below; provided, however, that in the event that such amounts are recovered by Landlord pursuant to any other provision of this Article 19, Landlord agrees that it shall not attempt to recover such amounts pursuant to this Paragraph 19.3. For the purposes hereof, the Unamortized Amount shall be determined in the same manner as the remaining principal balance of a mortgage with interest at the Amortization Rate payable in level payments over the same length of time as from the effectuation of the Concession concerned to the end of the full Initial Term of this Lease would be determined. The foregoing provisions shall also apply to and upon any reduction of space in the Premises, as though such reduction were a termination for Tenant's default, except that (i) the Unamortized Amount shall be reduced by any amounts paid by Tenant to Landlord to effectuate such reduction and (ii) the manner of application shall be that the Unamortized Amount shall first be determined as though for a full termination as of the effective date of the elimination of the portion, but then the amount so determined shall be multiplied by the fraction of which the numerator is the rentable square footage of the eliminated portion and the denominator is the rentable square footage of the Premises originally leased hereunder; and the amount thus obtained shall be the Unamortized Amount.

19.4 If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney or collection agency concerning or to enforce or defend any of Landlord's rights or remedies arising under this Lease or to collect any sums due from Tenant, Tenant agrees to pay all reasonable and actual costs and fees so incurred by Landlord, including, without limitation, reasonable attorneys' fees and costs. **LANDLORD AND TENANT EACH EXPRESSLY WAIVES ANY RIGHT TO: (A) TRIAL BY JURY; AND (B) SERVICE OF ANY NOTICE REQUIRED BY ANY PRESENT OR FUTURE LAW OR ORDINANCE APPLICABLE TO LANDLORDS OR TENANTS BUT NOT REQUIRED BY THE TERMS OF THIS LEASE.**

19.5 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided in this Lease or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease.

19.6 No act or thing done by Landlord or its agents during the Term shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of said Premises shall be valid, unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of the payment of rental or other payments after the occurrence of an Event of Default shall not be construed as a waiver of such Event of Default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies provided in this Lease upon an Event of

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Default shall not be deemed or construed to constitute a waiver of such Event of Default or of Landlord's right to enforce any such remedies with respect to such Event of Default or any subsequent Event of Default.

19.7 Intentionally Deleted.

19.8 Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed and/or stored, as the case may be, by or at the direction of Landlord but at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

19.9 If more than two (2) Events of Default occur during the Term or any renewal thereof, Tenant's renewal options, expansion options, purchase options and rights of first offer and/or refusal, if any are provided for in this Lease, shall be null and void.

20. TENANT'S BANKRUPTCY OR INSOLVENCY.

20.1 If at any time and for so long as Tenant shall be subjected to the provisions of the United States Bankruptcy Code or other law of the United States or any state thereof for the protection of debtors as in effect at such time (each a "Debtor's Law"):

20.1.1 Tenant, Tenant as debtor-in-possession, and any trustee or receiver of Tenant's assets (each a "Tenant's Representative") shall have no greater right to assume or assign this Lease or any interest in this Lease, or to sublease any of the Premises than accorded to Tenant in Article 9, except to the extent Landlord shall be required to permit such assumption, assignment or sublease by the provisions of such Debtor's Law. Without limitation of the generality of the foregoing, any right of any Tenant's Representative to assume or assign this Lease or to sublease any of the Premises shall be subject to the conditions that:

20.1.1.1 Such Debtor's Law shall provide to Tenant's Representative a right of assumption of this Lease which Tenant's Representative shall have timely exercised and Tenant's Representative shall have fully cured any default of Tenant under this Lease.

20.1.1.2 Tenant's Representative or the proposed assignee, as the case shall be, shall have deposited with Landlord as security for the timely payment of rent an amount equal to the larger of: (a) three (3) months' rent and other monetary charges accruing under this Lease; and (b) any sum specified in Article 5; and shall have provided Landlord with adequate other assurance of the future performance of the obligations of the Tenant under this Lease. Without limitation, such assurances shall include, at least, in the case of assumption of this Lease, demonstration to the satisfaction of the Landlord that Tenant's Representative has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that Tenant's Representative will have sufficient funds to fulfill the obligations of Tenant under this Lease; and, in the case of assignment, submission of current financial statements of the proposed assignee, audited by an independent certified public accountant reasonably acceptable to Landlord and showing a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by such assignee of all of the Tenant's obligations under this Lease.

20.1.1.3 The assumption or any contemplated assignment of this Lease or subleasing any part of the Premises, as shall be the case, will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound.

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20.1.1.4 Landlord shall have, or would have had absent the Debtor's Law, no right under Article 9 to refuse consent to the proposed assignment or sublease by reason of the identity or nature of the proposed assignee or sublessee or the proposed use of the Premises concerned.

21. **QUIET ENJOYMENT.** Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from Landlord subject to the terms and provisions of this Lease. Landlord shall not be liable for any interference or disturbance by other tenants or third persons, nor shall Tenant be released from any of the obligations of this Lease because of such interference or disturbance.

22. **CASUALTY.**



22.1 In the event the Premises or the Building are damaged by fire or other cause and in Landlord's reasonable estimation such damage can be materially restored within one hundred eighty (180) days, Landlord shall forthwith repair the same and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate abatement in rent from the date of such damage. Such abatement of rent shall be made pro rata in accordance with the extent to which the damage and the making of such repairs shall interfere with the use and occupancy by Tenant of the Premises from time to time. Within forty-five (45) days from the date of such damage, Landlord shall notify Tenant, in writing, of Landlord's reasonable estimation of the length of time within which material restoration can be made, and Landlord's determination shall be binding on Tenant. For purposes of this Lease, the Building or Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the Premises for the purpose for which it was being used immediately before such damage.

22.2 If such repairs cannot, in Landlord's reasonable estimation, be made within one hundred eighty (180) days, Landlord and Tenant shall each have the option of giving the other, at any time within ninety (90) days after such damage, notice terminating this Lease as of the date of such damage. In the event of the giving of such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate as of the date of such damage as if such date had been originally fixed in this Lease for the expiration of the Term. In the event that neither Landlord nor Tenant exercises its option to terminate this Lease, then Landlord shall repair or restore such damage, this Lease continuing in full force and effect, and the rent hereunder shall be proportionately abated as provided in Section 22.1.

22.3 Landlord shall not be required to repair or replace any damage or loss by or from fire or other cause to any panelings, decorations, partitions, additions, railings, ceilings, floor coverings, office fixtures or any other property or improvements installed on the Premises by, or belonging to, Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

22.4 In the event that Landlord should fail to complete such repairs and material restoration within the earlier of: (a) sixty (60) days after the date estimated by Landlord therefor as extended by this Section 22.4; or (b) one (1) year from the date of such damage, Tenant may at its option and as its sole remedy terminate this Lease by delivering written notice to Landlord, within fifteen (15) days after the expiration of said period of time, whereupon the Lease shall end on the date of such notice or such later date fixed in such notice as if the date of such notice was the date originally fixed in this Lease for the expiration of the Term; provided, however, that if construction is delayed because of changes, deletions or additions in construction requested by Tenant, strikes, lockouts, casualties, Acts of God, war, material or labor shortages, government regulation or control or other causes beyond the reasonable control of Landlord (each, a "Force Majeure Event"), the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed.

22.5 Notwithstanding anything to the contrary contained in this Article: (a) Landlord shall not have any obligation whatsoever to repair, reconstruct, or restore the Premises when the damages resulting from any casualty

	
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covered by the provisions of this Article 22 occur during the last twelve (12) months of the Term or any extension thereof, but if Landlord determines not to repair such damages Landlord shall notify Tenant and if such damages shall render any material portion of the Premises untenantable Tenant shall have the right to terminate this Lease by notice to Landlord within fifteen (15) days after receipt of Landlord's notice; and (b) in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises or Building requires that any insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon this Lease shall end on the date of such damage as if the date of such damage were the date originally fixed in this Lease for the expiration of the Term.

22.6 In the event of any damage or destruction to the Building or Premises by any peril covered by the provisions of this Article 22, it shall be Tenant's responsibility to properly secure the Premises and upon notice from Landlord to remove forthwith, at its sole cost and expense, such portion of all of the property belonging to Tenant or its licensees from such portion or all of the Building or Premises as Landlord shall request.

23. **EMINENT DOMAIN.** If all or any substantial part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or conveyance in lieu of such appropriation, either party to this Lease shall have the right, at its option, of giving the other, at any time within thirty (30) days after such taking, notice terminating this Lease, except that Tenant may only terminate this Lease by reason of taking or appropriation, if such taking or appropriation shall be so substantial as to materially interfere with Tenant's use and occupancy of the Premises. If neither party to this Lease shall so elect to terminate this Lease, the rental thereafter to be paid shall be adjusted on a fair and equitable basis under the circumstances. In addition to the rights of Landlord above, if any substantial part of the Building shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain or conveyance in lieu thereof, and regardless of whether the Premises or any part thereof are so taken or appropriated, Landlord shall have the right, at its sole option, to terminate this Lease. Landlord shall be entitled to any and all income, rent, award, or any interest whatsoever in or upon any such sum, which may be paid or made in connection with any such public or quasi-public use or purpose, and Tenant hereby assigns to Landlord any interest it may have in or claim to all or any part of such sums, other than any separate award which may be made with respect to Tenant's trade fixtures and moving expenses; Tenant shall make no claim for the value of any unexpired Term.

24. **SALE BY LANDLORD.** In event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, contained in this Lease in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. Except as set forth in this Article 24, this Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser or assignee. If any security has been given by Tenant to secure the faithful performance of any of the covenants of this Lease, Landlord may transfer or deliver said security, as such, to Landlord's successor in interest and thereupon Landlord shall be discharged from any further liability with regard to said security.

25. **ESTOPPEL CERTIFICATES.** Within ten (10) business days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord or mortgagee or prospective mortgagee a sworn statement certifying: (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications to this Lease, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rent and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement; and (e) such other matters as may reasonably be requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Article 25 may be relied upon by any mortgagee, beneficiary or purchaser, and Tenant shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any material misstatement contained in such estoppel certificate. Tenant irrevocably agrees that if Tenant fails to execute and deliver such certificate within such ten (10) business day period Landlord or Landlord's beneficiary or agent may execute and deliver such certificate on Tenant's behalf, and that such certificate shall be fully binding on Tenant.

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26. SURRENDER OF PREMISES.

26.1 Tenant shall arrange to meet Landlord for two (2) joint inspections of the Premises, the first to occur at least thirty (30) days (but no more than sixty (60) days) before the last day of the Term, and the second to occur not later than forty-eight (48) hours after Tenant has vacated the Premises. In the event of Tenant's failure to arrange such joint inspections and/or participate in either such inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

26.2 All alterations, additions, and improvements in, on, or to the Premises made or installed by or for Tenant, including, without limitation, carpeting (collectively, "Alterations"), shall be and remain the property of Tenant during the Term. Upon the expiration or sooner termination of the Term, all Alterations shall become a part of the realty and shall belong to Landlord without compensation, and title shall pass to Landlord under this Lease as by a bill of sale. At the end of the Term or any renewal of the Term or other sooner termination of this Lease, Tenant will peaceably deliver up to Landlord possession of the Premises, together with all Alterations by whomsoever made, in the same conditions received or first installed, broom clean and free of all debris, excepting only ordinary wear and tear and damage by fire or other casualty. Notwithstanding the foregoing, if, at the time of notice to Landlord or in connection with Landlord's consent thereto, Landlord elects by notice given to Tenant, Tenant shall, at Tenant's sole cost, remove any Alterations, including carpeting, so designated by Landlord's notice, and repair any damage caused by such removal. Tenant must, at Tenant's sole cost, remove upon termination of this Lease, any and all of Tenant's furniture, furnishings, equipment, movable partitions of less than full height from floor to ceiling and other trade fixtures and personal property, as well as all data/telecommunications cabling and wiring installed by or on behalf of Tenant, whether inside walls, under any raised floor or above any ceiling (collectively, "Personalty"), but specifically excluding the Alterations performed as part of the Tenant's Work. Personalty not so removed shall be deemed abandoned by the Tenant and title to the same shall thereupon pass to Landlord under this Lease as by a bill of sale, but Tenant shall remain responsible for the cost of removal and disposal of such Personalty (but expressly excluding any Personalty which Tenant is not required to remove pursuant to the terms hereof), as well as any damage caused by such removal.

26.3 All obligations of Tenant under this Lease not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term. Upon the expiration or earlier termination of the Term, Tenant shall pay to Landlord the amount, as reasonably estimated by Landlord, necessary to repair and restore the Premises as provided in this Lease and/or to discharge Tenant's obligation for unpaid amounts due or to become due to Landlord. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant, with Tenant being liable for any additional costs upon demand by Landlord, or with any excess to be returned to Tenant promptly after all such obligations have been determined and satisfied. Any otherwise unused Security Deposit shall be credited against the amount payable by Tenant under this Lease.

27. **NOTICES.** Any notice or document required or permitted to be delivered under this Lease shall be addressed to the intended recipient, by fully prepaid registered or certified United States Mail return receipt requested, or by reputable independent contract delivery service furnishing a written record of attempted or actual delivery, and shall be deemed to be delivered when tendered for delivery to the addressee at its address set forth on the Reference Pages, or at such other address as it has then last specified by written notice delivered in accordance with this Article 27, or if to Tenant at either its aforesaid address or its last known registered office or home of a general partner or individual owner, whether or not actually accepted or received by the addressee. Any such notice or document may also be personally delivered if a receipt is signed by and received from, the individual, if any, named in Tenant's Notice Address.

28. **TAXES PAYABLE BY TENANT.** In addition to rent and other charges to be paid by Tenant under this Lease, Tenant shall reimburse to Landlord, upon demand, any and all taxes payable by Landlord (other than net income taxes) whether or not now customary or within the contemplation of the parties to this Lease: (a) upon, allocable to, or measured by or on the gross or net rent payable under this Lease, including without limitation any gross income tax or excise tax levied by the State, any political subdivision thereof, or the Federal Government

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(each, a "Taxing Authority") with respect to the receipt of such rent; (b) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of the Premises or any portion thereof, including any sales, use or service tax imposed as a result thereof; (c) upon or measured by Tenant's gross receipts or payroll or the value of Tenant's equipment, furniture, fixtures and other personal property of Tenant or leasehold improvements, alterations or additions located in the Premises; or (d) upon this transaction or any document to which Tenant is a party creating or transferring any interest of Tenant in this Lease or the Premises; provided, however, that the foregoing amounts shall only be due and payable by Tenant hereunder if the foregoing methods or systems of taxation replace, to the extent applicable, the method and system of taxation for the Building, the Property and/or the Premises described in Section 4.1.4, and in such event, such amounts, to the extent applicable, shall be paid in lieu of the amounts set forth in Section 4.1.4. In addition to the foregoing, Tenant agrees to pay, before delinquency, any and all taxes levied or assessed against Tenant and which become payable during the term hereof upon Tenant's equipment, furniture, fixtures and other personal property of Tenant located in the Premises.

29. INTENTIONALLY OMITTED.

30. PARKING.

30.1 During the initial and any extension of the Term of this Lease permitted hereunder, Tenant and/or its employees, shall have the right to lease from Landlord, up to the number and type of parking passes for the parking spaces in the Surface Lot and the Garage (together, the "Parking Facility"), as applicable, set forth on the Reference Pages of this Lease. Provided that this Lease is in full force and no Event of Default has occurred under this Lease, Landlord hereby guarantees Tenant's right to obtain up to the number and type of parking passes set forth on the Reference Pages of this Lease, however the availability of particular parking spaces shall be on an unreserved, nonexclusive, first come, first served basis, for passenger-size automobiles and is subject to the following terms and conditions:

30.1.1 Tenant shall pay to Landlord, or Landlord's designated parking operator (the "Parking Operator"), the Building's prevailing monthly parking charges, without deduction or offset, on the first (1st) day of each month during the Term of this Lease, for such parking passes, up to the number set forth on the Reference Pages, as Tenant has opted to use for any month. As of the Lease Reference Date, the current monthly charge for each of the (a) Exterior Spaces is \$105.00 per Exterior Space per month, and (b) Interior Spaces is \$125.00 per Interior Space per month. Landlord will notify Tenant upon not less than thirty (30) days' notice of any increases in the monthly parking charges prior to billing Tenant any increases. No deductions from the monthly charge shall be made for days on which the Parking Facility is not used by Tenant.

30.1.2 Tenant shall at all times abide by and shall cause each of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees and subtenants (collectively, "Tenant's Parties") to abide by any rules and regulations ("Rules") for use of the Parking Facility that Landlord or Landlord's Parking Operator reasonably establishes from time to time, and otherwise agrees to use the Parking Facility in a safe and lawful manner. Landlord reserves the right to adopt, modify and enforce the Rules governing the use of the Parking Facility from time to time including any key-card, sticker or other identification or entrance system and hours of operation. Landlord may refuse to permit any person who violates such Rules to park in the Parking Facility, and any violation of the Rules shall subject the car to removal from the Parking Facility.

30.1.3 Unless specified to the contrary above, the parking spaces hereunder shall be provided on a non-designated "first-come, first-served" basis. Landlord reserves the right to assign specific spaces, and to reserve spaces for visitors, small cars, disabled persons or for other tenants or guests, and Tenant shall not park and shall not allow Tenant's Parties to park in any such assigned or reserved spaces. Tenant may validate visitor parking by such method as Landlord may approve, at the validation rate from time to time generally applicable to visitor parking. Tenant acknowledges that the Parking Facility may be closed entirely or in part in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the Parking Facility, or if required by

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casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond the Parking Operator's reasonable control.

30.1.4 Tenant acknowledges that to the fullest extent permitted by law, Landlord shall have no liability for any damage to property or other items located in the Parking Facility (including without limitation, any loss or damage to Tenant's automobile or the contents thereof due to theft, vandalism or accident), nor for any personal injuries or death arising out of the use of the Parking Facility (or any portion thereof) by Tenant or any Tenant's Parties, whether or not such loss or damage results from Landlord's active negligence or negligent omission. The limitation on Landlord's liability under the preceding sentence shall not apply however to loss or damage arising directly from Landlord's or its employees' or agents' gross negligence or willful misconduct. Without limiting the foregoing, if Landlord arranges for the Parking Facility (or any portion thereof) to be operated by an independent contractor not affiliated with Landlord, Tenant acknowledges that Landlord shall have no liability for claims arising through acts or omissions of such independent contractor so long as Landlord has conducted reasonable due diligence on such contractor and has reasonably determined such contractor to be reputable and sufficiently qualified and experienced to render such services. Tenant and Tenant's Parties each hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury or property damage occurring to Tenant or any of Tenant's Parties arising as a result of parking in the Parking Facility, or any activities incidental thereto, wherever or however the same may occur, and further agrees that Tenant will not prosecute any claim for personal injury or property damage against Landlord, the Parking Operator or any of their respective officers, agents, servants or employees for any said causes of action and in all events, Tenant agrees to look first to its insurance carrier and to require that Tenant's Parties look first to their respective insurance carriers for payment of any losses sustained in connection with any use of the Parking Facility. Tenant hereby waives on behalf of its insurance carriers all rights of subrogation against Landlord, the Parking Operator or Landlord's agents.

30.1.5 Tenant's right to park as described in this Article 30 and this Lease may be assigned in whole or in part by Tenant to any assignee or sublessee in connection with any sublease of all or any portion of the Premises or the assignment of Tenant's interest under this Lease which is made in accordance with the terms of Article 9 hereof.

30.1.6 In the event any surcharge or regulatory fee is at any time imposed by any governmental authority with reference to parking, Tenant shall (commencing after two (2) weeks' notice to Tenant) pay, per parking pass, such surcharge or regulatory fee to Landlord in advance on the first (1st) day of each calendar month concurrently with the monthly installment of rent due under this Lease. Landlord will enforce any surcharge or fee in an equitable manner amongst the Building tenants.

30.2 If Tenant violates any of the terms and conditions of this Article, the Parking Operator shall have the right to remove from the Parking Facility any vehicles hereunder which shall have been involved or shall have been owned or driven by parties involved in causing such violation, without liability therefor whatsoever. In addition, Landlord shall have the right to cancel Tenant's right to use the Parking Facility pursuant to this Article 30 upon ten (10) business days' written notice, unless within such ten (10) business day period, Tenant cures such default. Such cancellation right shall be cumulative and in addition to any other rights or remedies available to Landlord at law or equity, or provided under this Lease.

31. **DEFINED TERMS AND HEADINGS.** The Article headings shown in this Lease are for convenience of reference and shall in no way define, increase, limit or describe the scope or intent of any provision of this Lease. Any indemnification or insurance of Landlord shall apply to and inure to the benefit of all the following "Landlord Entities", being Landlord, Landlord's investment manager, and the trustees, boards of directors, officers, general partners, beneficiaries, stockholders, employees and agents of each of them. Any option granted to Landlord shall also include or be exercisable by Landlord's trustee, beneficiary, agents and employees, as the case may be. In any case where this Lease is signed by more than one person, the obligations under this Lease shall be joint and several. The terms "Tenant" and "Landlord" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and their and each of their respective successors, executors, administrators and permitted assigns, according to the context hereof. The term "rentable

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area” shall mean the rentable area of the Premises or the Building as calculated by the Landlord on the basis of the plans and specifications of the Building including a proportionate share of any common areas. Tenant hereby accepts and agrees to be bound by the figures for the rentable square footage of the Premises and Tenant’s Proportionate Share shown on the Reference Pages; however, Landlord may adjust either or both figures if there is manifest error, addition or subtraction to the Building or any business park or complex of which the Building is a part (including, without limitation, the Park), remeasurement or other circumstance reasonably justifying adjustment. The term “Building” refers to the structure in which the Premises are located and the common areas (parking lots, sidewalks, landscaping, etc.) appurtenant thereto. If the Building is part of a larger complex of structures, the term “Building” may include the entire complex, where appropriate (such as shared Expenses or Taxes) and subject to Landlord’s reasonable discretion.

32. TENANT’S AUTHORITY. If Tenant signs as a corporation, partnership, trust or other legal entity each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has been and is qualified to do business in the state in which the Building is located, that the entity has full right and authority to enter into this Lease, and that all persons signing on behalf of the entity were authorized to do so by appropriate actions. Tenant agrees to deliver to Landlord, simultaneously with the delivery of this Lease, a limited liability company resolution reasonably acceptable to Landlord evidencing the due authorization of Tenant to enter into this Lease.

Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: “List of Specially Designated Nationals and Blocked Persons.” If the foregoing representation is untrue at any time during the Term, an Event of Default will be deemed to have occurred, without the necessity of notice to Tenant.

33. FINANCIAL STATEMENTS AND CREDIT REPORTS. At Landlord’s request, but not more often than twice in any calendar year (except in the case of a sale, financing or refinancing of the Building when no such limitation shall apply), Tenant shall deliver to Landlord a copy, certified by an officer of Tenant as being a true and correct copy, of Tenant’s most recent audited financial statement, or, if unaudited, certified by Tenant’s chief financial officer as being true, complete and correct in all material respects. Tenant hereby authorizes Landlord to obtain one or more credit reports on Tenant at any time, and shall execute such further authorizations as Landlord may reasonably require in order to obtain a credit report.

34. COMMISSIONS. Each of the parties represents and warrants to the other that it has not dealt with any broker or finder in connection with this Lease, except as set forth on the Reference Pages.

35. TIME AND APPLICABLE LAW. Time is of the essence of this Lease and all of its provisions. This Lease shall in all respects be governed by the laws of the state in which the Building is located.

36. SUCCESSORS AND ASSIGNS. Subject to the provisions of Article 9, the terms, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties to this Lease.

37. ENTIRE AGREEMENT. This Lease, together with its exhibits, contains all agreements of the parties to this Lease and supersedes any previous negotiations. There have been no representations made by the Landlord or any of its representatives or understandings made between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties to this Lease.

38. EXAMINATION NOT OPTION; COUNTERPART INSTRUMENTS. Submission of this Lease shall not be deemed to be a reservation of the Premises, and this document shall become effective and binding only upon the

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execution and delivery hereof by both Landlord and Tenant. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Until such time as Landlord executes and delivers this Lease to Tenant, Landlord reserves the right to exhibit and lease the Premises to other prospective tenants.

39. **RECORDATION.** Tenant shall not record or register this Lease, but each party hereto agrees, on the request of the other, to execute a so-called memorandum or notice of lease, in form and substance reasonably satisfactory to Tenant, which may be recorded, and the requesting party shall pay all charges and taxes incident such recording or registration. In no event shall such document set forth the rent or other charges payable by Tenant under this Lease.

40. OPTIONS TO EXTEND.

40.1 Provided that this Lease is in full force and effect and no Event of Default exists at the time of notification or commencement, then Tenant shall have the option (the "First Extension Option") to extend the Term of this Lease for a period of five (5) years (the "First Extension Term"), commencing on the day immediately following the original Termination Date and expiring on the five (5) year anniversary of the original Termination Date (the "First Extension Term Termination Date"), for the portion of the Premises being leased by Tenant as of the date the First Extension Term is to commence, on the same terms and conditions as set forth in this Lease, except as modified by the terms, covenants and conditions as set forth hereinbelow:

40.1.1 If Tenant elects to exercise the First Extension Option, then Tenant shall provide Landlord with written notice ("Tenant's First Extension Notice") no earlier than the date which is twelve (12) months prior to the original Termination Date, but no later than the date which is nine (9) months prior to the original Termination Date. If Tenant fails to timely provide such written notice, Tenant shall have no further or additional right to extend the Term of this Lease for the First Extension Term.

40.1.2 The Annual Rent and Monthly Installment of Rent in effect as of the day immediately preceding the Termination Date shall be increased to reflect the current fair market rental for comparable space in the Building and in other similar buildings in the same rental market as of the date the First Extension Term is to commence, taking into account the specific provisions of this Lease which will remain constant; provided, however, in no event shall the Annual Rent and Monthly Installment of Rent for the (a) First Extension Term be less than the Annual Rent and Monthly Installment of Rent in effect as of the day immediately preceding the Termination Date, or (b) first (1st) Lease Year of the First Extension Term be more than 2.5% of the Annual Rent and Monthly Installment of Rent in effect as of the day immediately preceding the Termination Date. Landlord shall advise Tenant in writing of the new Annual Rent and Monthly Installment of Rent for the Premises ("Landlord's First Extension Rent Notice") no later than thirty (30) days after receipt of Tenant's written request therefor. Said request shall be made no earlier than thirty (30) days prior to the first date on which Tenant may exercise its First Extension Option under this Section 40.1. Landlord's First Extension Rent Notice may include a provision for its reasonable escalation to provide for a change in fair market rental between the time of Tenant's First Extension Notice and the commencement of the First Extension Term. Tenant shall have until ten (10) business days after the later of Landlord's receipt of Tenant's First Extension Notice or Tenant's receipt of Landlord's First Extension Rent Notice to rescind its exercise of the First Extension Option by providing Landlord with written notice of such rescission. If Tenant and Landlord are unable to agree on a mutually acceptable rental rate not later than sixty (60) days prior to the Termination Date, then Landlord and Tenant shall each appoint a qualified MAI appraiser doing business in the area, in turn those two (2) independent MAI appraisers shall appoint a third (3rd) MAI appraiser and the majority shall decide upon the fair market rental for the Premises as of the Termination Date. Landlord and Tenant hereby acknowledge and agree that, commencing with the first (1st) anniversary of the date upon with the First Extension Term commences, and on each such anniversary thereafter during the First Extension Term, the Annual Rent and Monthly Installment of Rent for the Premises shall increase by 2.5% over the Annual Rent and Monthly Installment of Rent in effect for the immediately preceding Lease Year. Landlord and Tenant shall equally share in the expense of this appraisal except that in the event the Annual Rent and Monthly Installment of Rent is found to be within five percent (5%) of the original rate quoted by Landlord, then Tenant shall bear the full cost of all the appraisal process.

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40.1.3 This First Extension Option is not transferable; the parties hereto acknowledge and agree that they intend that the aforesaid First Extension Option shall be "personal" to Stone Coast Fund Services LLC as set forth above and that in no event will any assignee or sublessee have any rights to exercise the aforesaid First Extension Option.

40.2 Provided that this Lease is in full force and effect and no Event of Default exists at the time of notification or commencement, then Tenant shall have the option (the "Second Extension Option") to extend the Term of this Lease for a period of five (5) years (the "Second Extension Term"), commencing on the day immediately following the First Extension Term Termination Date and expiring on the five (5) year anniversary of the First Extension Term Termination Date, for the portion of the Premises being leased by Tenant as of the date the Second Extension Term is to commence, on the same terms and conditions as set forth in this Lease, except as modified by the terms, covenants and conditions as set forth hereinbelow:

40.2.1 If Tenant elects to exercise the Second Extension Option, then Tenant shall provide Landlord with written notice ("Tenant's Second Extension Notice") no earlier than the date which is twelve (12) months prior to the First Extension Term Termination Date, but no later than the date which is nine (9) months prior to the First Extension Term Termination Date. If Tenant fails to timely provide such written notice, Tenant shall have no further or additional right to extend the Term of this Lease for the Second Extension Term.

40.2.2 The Annual Rent and Monthly Installment of Rent in effect as of the day immediately preceding the First Extension Term Termination Date shall be increased to reflect the current fair market rental for comparable space in the Building and in other similar buildings in the same rental market as of the date the Second Extension Term is to commence, taking into account the specific provisions of this Lease which will remain constant; provided, however, in no event shall the Annual Rent and Monthly Installment of Rent for the (a) Second Extension Term be less than the Annual Rent and Monthly Installment of Rent in effect as of the day immediately preceding the First Extension Term Termination Date, or (b) first (1st) Lease Year of the Second Extension Term be more than 2.5% of the Annual Rent and Monthly Installment of Rent in effect as of the day immediately preceding the First Extension Term Termination Date. Landlord shall advise Tenant in writing of the new Annual Rent and Monthly Installment of Rent for the Premises ("Landlord's Second Extension Rent Notice") no later than thirty (30) days after receipt of Tenant's written request therefor. Said request shall be made no earlier than thirty (30) days prior to the first date on which Tenant may exercise its Second Extension Option under this Section 40.2. Landlord's Second Extension Rent Notice may include a provision for its reasonable escalation to provide for a change in fair market rental between the time of Tenant's Second Extension Notice and the commencement of the Second Extension Term. Tenant shall have until ten (10) business days after the later of Landlord's receipt of Tenant's Second Extension Notice or Tenant's receipt of Landlord's Second Extension Rent Notice to rescind its exercise of the Second Extension Option by providing Landlord with written notice of such rescission. If Tenant and Landlord are unable to agree on a mutually acceptable rental rate not later than sixty (60) days prior to the First Extension Term Termination Date, then Landlord and Tenant shall each appoint a qualified MAI appraiser doing business in the area, in turn those two (2) independent MAI appraisers shall appoint a third (3rd) MAI appraiser and the majority shall decide upon the fair market rental for the Premises as of the First Extension Term Termination Date. Landlord and Tenant hereby acknowledge and agree that, commencing with the first (1st) anniversary of the date upon which the Second Extension Term commences, and on each such anniversary thereafter during the Second Extension Term, the Annual Rent and Monthly Installment of Rent for the Premises shall increase by 2.5% over the Annual Rent and Monthly Installment of Rent in effect for the immediately preceding Lease Year. Landlord and Tenant shall equally share in the expense of this appraisal except that in the event the Annual Rent and Monthly Installment of Rent is found to be within five percent (5%) of the original rate quoted by Landlord, then Tenant shall bear the full cost of all the appraisal process.

40.2.3 This Second Extension Option is not transferable; the parties hereto acknowledge and agree that they intend that the aforesaid Second Extension Option shall be "personal" to Stone Coast Fund Services LLC as set forth above and that in no event will any assignee or sublessee have any rights to exercise the aforesaid Second Extension Option.

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41. **LIMITATION OF LANDLORD'S LIABILITY.** Redress for any claim against Landlord under this Lease shall be limited to and enforceable only against and to the extent of Landlord's interest in the Property and Building, any insurance carried by Landlord for the Property, the Building or the Premises, any rent payable by the tenants of the Property or Building, and/or any sale proceeds from the sale of all or any portion of the Property, for the enforcement of a judgment (or other judicial decree) requiring the payment of money by Landlord to Tenant by reason of default, breach or event of default of Landlord in performance of its obligations under this Lease or Landlord's negligence. The obligations of Landlord under this Lease are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its or its investment manager's trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damages.

42. **LANDLORD'S COMPLIANCE WITH APPLICABLE LAWS.** Landlord shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections applicable to the Property and the Building unless such compliance is required (a) in connection with any alterations or improvements performed by or at the request of Tenant following the Commencement Date, or (b) as a result of Tenant's specific manner of use or occupancy of the Premises or its actions or omissions at the Property in general. Landlord will indemnify, defend and hold Tenant harmless from and against any and all governmental or quasi-governmental penalties charged to or imposed on Tenant for any violation of any such codes, ordinances, laws or regulations caused by Landlord (except with respect to such penalties imposed as a result of the matters described in items (a) and (b) hereinabove). The indemnity provisions in this Article 42 shall survive the termination of this Lease with respect to any claims or liability arising prior to such termination.

43. **SIGNAGE.** No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Building without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at Tenant's expense by a vendor designated or approved by Landlord. In addition, Landlord reserves the right to change from time to time the format of the signs or lettering and to require previously approved signs or lettering to be appropriately altered. Notwithstanding the foregoing, Landlord shall provide Building standard suite and directory signage at Landlord's sole cost and expense, the design of which shall be subject to Tenant's prior approval, which shall not be unreasonably withheld, conditioned or delayed.

44. **WAIVER.** Failure of Landlord or Tenant to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver of any of its rights hereunder. No waiver by Landlord or Tenant, express or implied, of any breach of any provision of this Lease by the other party shall be deemed a waiver of such provision or of a subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of said action on any one occasion shall not be deemed a consent to or approval of any other action on any occasion.

45. **ATTORNEYS' FEES.** In the event of any litigation between Landlord and Tenant, the non-prevailing party as determined by a final judgment by a court of competent jurisdiction shall reimburse the prevailing party for all reasonable legal fees and expenses actually incurred as well as all reasonable court costs actually incurred by the prevailing party in prosecuting or defending any such action.

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IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed, under seal, by persons hereunto duly authorized, as of the Lease Reference Date first set forth above in the Reference Pages.

LANDLORD:

RREEF AMERICA REIT III-Z4 LLC, a Delaware limited liability company

By: RREEF America, LLC, a Delaware limited liability company, its Authorized Agent

By: David F. Crane

Name: David F. Crane
Title: Vice President

Dated: 6/29/11

TENANT:

STONE COAST FUND SERVICES LLC, a Maine limited liability company

By: Marc Keffer

Name: Marc Keffer

Title: Principal

Dated: _____


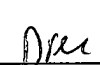
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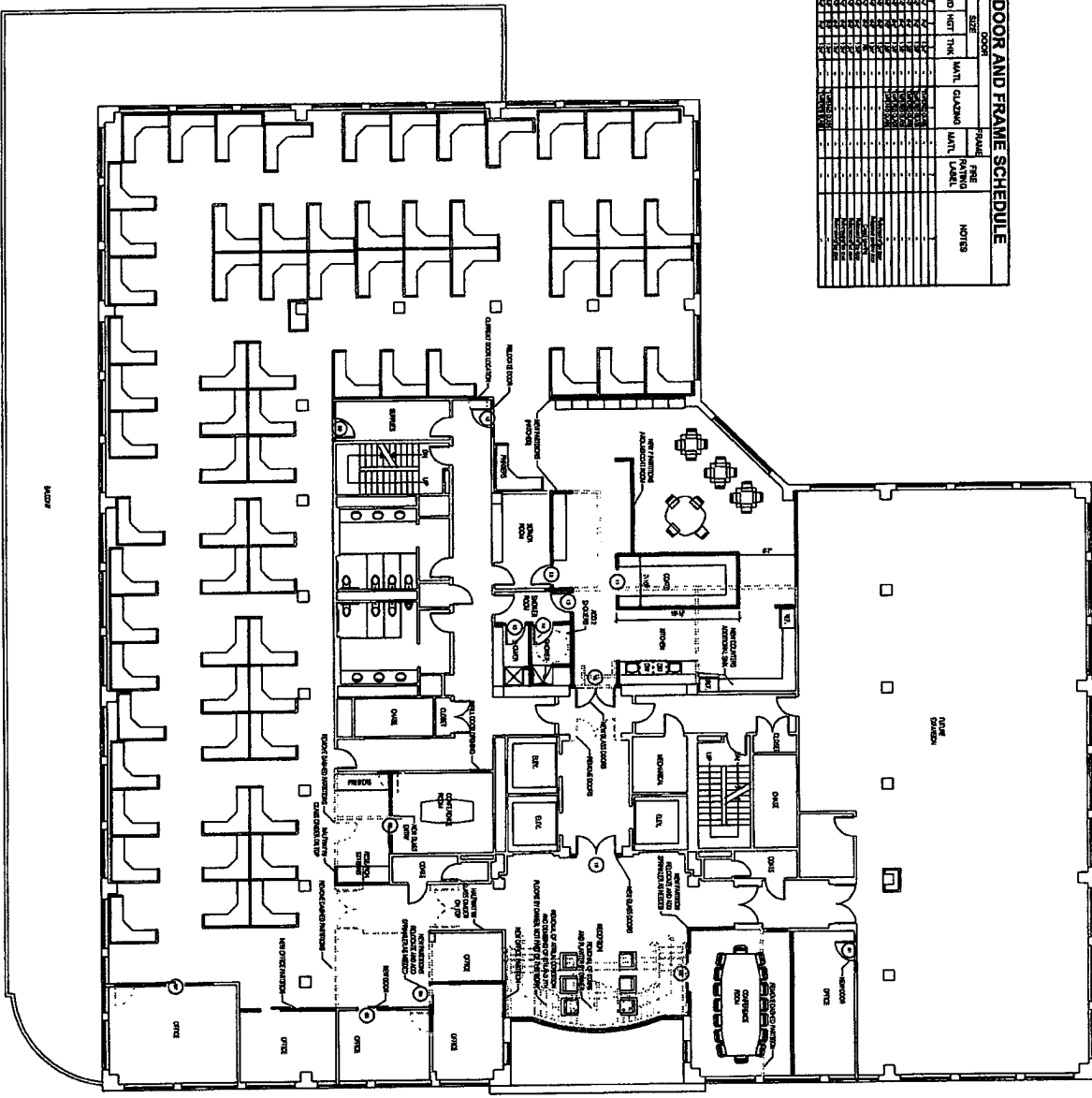
EXHIBIT A – FLOOR PLAN DEPICTING THE PREMISES

**attached to and made a part of the Lease bearing the
Lease Reference Date of June __, 2011 between
RREEF AMERICA REIT III-Z4 LLC, as Landlord and
STONE COAST FUND SERVICES LLC, as Tenant**

Exhibit A is intended only to show the general layout of the Premises as of the beginning of the Term of this Lease. It does not in any way supersede any of Landlord's rights set forth in Article 17 with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate

	
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STAIRWELL

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6TH FLOOR RENOVATION PLAN

300 Fore Street, Portland, ME 04101

STONE COAST
 2 PORTLAND SQUARE, PORTLAND, ME
 MARC KEFFER, STONE COAST FUND SERVICES

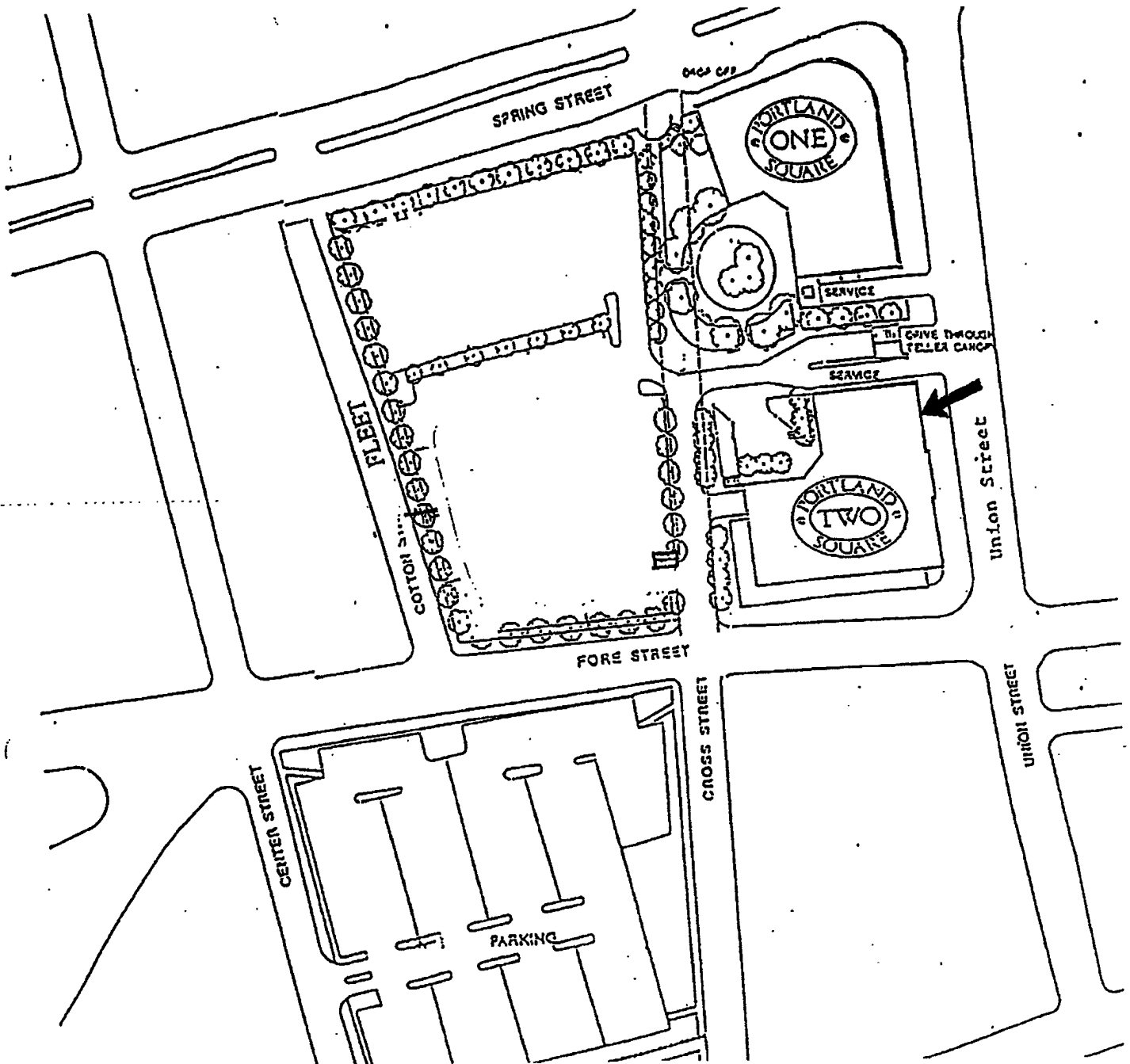


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EXHIBIT A-1 - SITE PLAN

attached to and made a part of the Lease bearing the Lease Reference Date of June [], 2011 between RREEF AMERICA REIT III-Z4 LLC, as Landlord and STONE COAST FUND SERVICES LLC, as Tenant

Exhibit A-1 is intended only to show the general location of the Building as of the beginning of the Term of this Lease. It does not in any way supersede any of Landlord's rights set forth in Article 17 with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate.



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EXHIBIT B -- INITIAL ALTERATIONS

attached to and made a part of the Lease bearing the
Lease Reference Date of June __, 2011 between
RREEF AMERICA REIT III-Z4 LLC, as Landlord and
STONE COAST FUND SERVICES LLC, as Tenant

1. Landlord's Work and Delivery of Premises. Subject to any Force Majeure Events or Tenant Delay, Landlord shall proceed in good faith with due diligence and use commercially reasonable efforts to (a) remove the stairwell between the sixth (6th) and seventh (7th) floors of the Building, (b) remove the dirt-filled garden-bed adjacent to said stairwell from the Premises, and (c) demise the Premises, remove all construction debris therefrom and leave the same broom clean, all on or before the Scheduled Commencement Date, all at Landlord's sole cost and expense (collectively, the "Landlord's Work"). The Landlord's Work shall be conducted and completed in a good and workmanlike manner using only new, first class materials and finishes and strictly conforming to all applicable laws, ordinances, building codes, regulations and governmental requirements. Landlord represents and warrants to Tenant that the construction contract between Landlord and the general contractor performing the Landlord's Work shall provide for typical and customary warranties for construction defects and that Landlord shall enforce the same to the extent necessary. In no event shall Tenant be liable to perform any work or make any improvements to the Premises that are part of the Landlord's Work. With the exception of Landlord's performance of the Landlord's Work, the Premises shall be delivered to Tenant "as is, where is," without any representation or warranty by Landlord, and with no additional improvements, repairs or alterations. Tenant acknowledges and agrees that it (i) has inspected the Premises and agrees to accept the Premises in their existing condition and that, with the exception of Landlord's substantial completion of the Landlord's Work, Landlord shall have no obligation to construct any improvements therein, and (ii) shall assume ownership of the existing reception desk located within the Premises, with Landlord having no obligation to remove the same from the Premises and with the same being retained by Tenant in its "as is, where is" condition without any representation or warranty by Landlord.

2. Plans and Specifications. Tenant shall perform the work necessary to fit-up the Premises for the Permitted Use subject to, and in accordance with, the terms and provisions of this Lease (collectively, the "Tenant's Work"), and Tenant shall not unreasonably interfere with Landlord's performance of the Landlord's Work in connection with Tenant's performance of the Tenant's Work. All architectural, mechanical, and electrical plans and specifications relating to the construction of the Tenant's Work (collectively, the "Tenant's Plans") shall be furnished to Landlord, at Tenant's sole cost and expense, in accordance with the requirements set forth in Schedule I and shall substantially comport with the preliminary floor plan and space layout which Landlord has reviewed and approved, a copy of which is attached hereto as Schedule III ("Tenant's Preliminary Plan"). Tenant shall hire consultants approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed (and which approval shall be deemed given if Landlord does not respond to such request for approval within five (5) business days of Tenant's written request to Landlord for such approval), for the preparation of Tenant's Plans.

2.1 Upon submittal of all or any portion of the Tenant's Plans, Landlord shall promptly review the Tenant's Plans and shall either approve the Tenant's Plans or advise Tenant in writing of any aspect of the design, engineering, construction or installation which is not acceptable to Landlord, specifically identifying each such unacceptable item. Notwithstanding the foregoing, Landlord shall not disapprove any aspect or component of the Tenant's Plans which is included and shown on Tenant's Preliminary Plan, nor shall Landlord otherwise unreasonably withhold, condition or delay its approval of Tenant's Plans. Landlord shall advise Tenant of its approval or comments on the Tenant's Plans in writing within five (5) business days after Landlord's receipt of the Tenant's Plans. In the event that Landlord shall disapprove of any portion of the Tenant's Plans, Tenant shall have five (5) business days after Landlord's notification of its disapproval to revise the Tenant's Plans and resubmit them to Landlord, and Landlord again shall have five (5) business days in which to advise Tenant of its approval or disapproval of the changes to the Tenant's Plans. The foregoing process shall repeat until the Tenant's Plans are approved. In the event Landlord fails to approve or disapprove the Tenant's Plans or any changes thereto within the time periods set forth above, the Tenant's Plans or the changes shall be deemed to be approved.

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2.2 After approval of the Tenant's Plans or any portion thereof, Tenant shall not in any material way modify, revise or change such Tenant's Plans without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed given if no response is made by Landlord within five (5) business days of Tenant's written request to Landlord for such consent. If Landlord approves such request, the entire cost of such change, including the cost of revising the Tenant's Plans or preparing new plans, shall be borne by Tenant and any delay occasioned thereby shall not delay the Rent Commencement Date.

2.3 Except for such matters, if any, as shall have been required by Landlord and not requested by Tenant, it shall be Tenant's responsibility that the Tenant's Plans comply with all applicable governmental and municipal laws, codes and regulations and to procure and deliver to Landlord upon request all such licenses, permits and approvals from all governmental authorities as are necessary to permit the Tenant's Work to be commenced and continued to completion and the so constructed Premises to be occupied.

3. Intentionally Deleted.

4. Contracts and Contractors for the Tenant's Work. Tenant shall make all such contracts and arrangements as shall be necessary or desirable for the construction and installation of the Tenant's Work. Tenant shall provide Landlord with a list of all contractors, subcontractors and materialmen to be utilized by or for Tenant with respect to the Tenant's Work, and, if requested by Landlord, Tenant shall promptly provide Landlord with true, correct and complete copies of all construction and architect's contracts relating to the Tenant's Work. Such contractors, subcontractors and materialmen must be satisfactory to Landlord in Landlord's reasonable discretion, and shall not be employed without Landlord's written approval first obtained, which approval shall not be unreasonably withheld, conditioned or delayed and which shall be deemed given if no response is made by Landlord within five (5) business days of Tenant's written request to Landlord for such approval. Tenant and Tenant's contractors shall use qualified craftsmen and laborers who are compatible with the trade unions operating in the Building (if any) and Tenant shall take promptly upon Landlord's reasonable demand all commercially reasonable measures necessary to avoid labor unrest in the Premises and in the Building which is caused by Tenant or Tenant's contractors. Tenant shall cause its general contractor to procure a performance bond and shall provide Landlord with evidence thereof.

5. Construction.

5.1 Promptly upon Landlord's approval of the Tenant's Plans, Tenant shall apply for, and supply to Landlord upon issuance, copies of a building permit and any other required governmental permits, licenses or approvals required in order to perform the Tenant's Work. Upon issuance of such approvals, Tenant shall commence the Tenant's Work and shall diligently proceed in good faith and use commercially reasonable efforts to complete the Tenant's Work as soon as practicable. Tenant agrees to cause the Tenant's Work to be constructed in a good and workmanlike manner using first-class quality materials and in accordance with all applicable governmental and municipal laws, codes and regulations in accordance with the terms and provisions of this Lease. Any costs incurred by Landlord in providing utilities, the use of any freight elevator, supervision or other services needed for the accomplishment of the Tenant's Work shall be reimbursed by Tenant to Landlord within ten (10) business days of Tenant's receipt of invoices therefor. Upon completion of the Tenant's Work, Tenant shall provide to Landlord, if applicable: (a) an architect's certificate of final completion; (b) copies of all necessary governmental permits, including, but not limited to, a temporary or permanent certificate of occupancy (the "Certificate of Occupancy"); (c) the sworn statement of the general contractor; (d) final lien waivers from all contractors, subcontractors and materialmen; and (e) any other information or documentation reasonably requested by Landlord to evidence lien-free completion of the Tenant's Work and payment of all of the costs and expenses thereof. Landlord shall have the right to observe the performance of the Tenant's Work and Tenant shall take all such actions with respect thereto as Landlord may, in its good faith determination, deem advisable from time to time to assure that the Tenant's Work and the manner of performance thereof shall not be injurious to the engineering and construction of the Building or the electrical, plumbing, heating, mechanical, ventilating or air-conditioning systems of the Building and shall be in accordance with the Tenant's Plans and the provisions of this Lease.

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5.2 Intentionally Deleted.

5.3 Landlord shall permit Tenant and Tenant's employees, agents or contractors to enter the Premises following the execution of this Lease so that Tenant may install its trade fixtures, furniture and telecommunications and commence the performance of the Tenant's Work. Such license to enter the Premises shall be subject to the condition that Tenant and Tenant's agents, contractors, workmen, mechanics, suppliers, and invitees shall work in harmony and not interfere with Landlord and its agents and contractors in performing the Landlord's Work or with other tenants and occupants of the Building. If at any time such entry shall cause or threaten to cause such disharmony or interference, Landlord, in its sole discretion, shall have the right to withdraw and cancel such license upon twenty-four (24) hours written notice to Tenant and any further prior entry shall be prohibited. Tenant agrees that any entry into and any occupation of the Premises shall be deemed to be under all of the terms, covenants, conditions and provisions of the Lease, except as to the covenant to pay rent.

5.4 In addition to any other conditions or limitations on such license to enter the Premises after the execution of this Lease for purposes of performing the Tenant's Work, Tenant expressly agrees that neither it nor any of its agents, contractors, workmen, mechanics, suppliers or invitees shall enter the Premises for such purpose unless and until Tenant shall furnish such assurances to Landlord, including, but not limited to, insurance coverages, waivers of lien, or surety company performance bonds, as Landlord shall reasonably require to protect Landlord against any loss, casualty, liability, liens or claims arising from or in connection with the performance of the Tenant's Work.

6. Tenant's Default. If Tenant shall fail to substantially comply with any term, provision or agreement under this Exhibit B, and if any such matter is not remedied or resolved within thirty (30) days following written notice to Tenant, or such additional time as necessary so long as Tenant has commenced to remedy such failure within said thirty (30) days and continues to prosecute the same to completion, then such failure shall be treated as an Event of Default by Tenant under this Lease and Landlord shall have any remedies granted to Landlord under this Lease in the case of an Event of Default by Tenant under this Lease, as well as any other remedies available at law or in equity. If Landlord cancels the Lease pursuant to the terms hereof or as a result of Tenant's default under this Lease, such cancellation shall not affect Tenant's liability for any sums payable under this Lease.

7. Tenant Improvement Payment.

7.1 Provided that (a) this Lease is in full force and effect, (b) no Event of Default has occurred hereunder which has not been cured, and (c) Landlord has received sworn statements, waivers of lien and other documents and assurances pertaining to the Tenant's Work reasonably sufficient to protect Landlord against mechanics' liens, then Landlord hereby agrees to pay to Tenant the sum of Five Hundred Thousand Six Hundred Ninety-Two and 50/100 Dollars (\$500,692.50) (the "Tenant Improvement Payment") within sixty (60) days following Landlord's receipt of a true and complete copy of the Certificate of Occupancy.

7.2 Notwithstanding the foregoing to the contrary, all amounts of the Tenant Improvement Payment shall be either disbursed or applied on or before September 1, 2013, or such amounts shall be deemed forfeited by Tenant and Landlord shall have no further obligation with respect thereto. Tenant hereby acknowledges and agrees that in the event that the cost of the Tenant's Work exceeds the amount of the Tenant Improvement Payment, Tenant shall be solely responsible for the amount of such excess.

8. Miscellaneous.

8.1 All rights and remedies of Landlord herein created or otherwise existing at law or in equity are cumulative, and the exercise of one or more such rights or remedies shall not be deemed to exclude or waive the right to the exercise of any other rights or remedies. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed desirable.

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8.2 This Exhibit B shall not be deemed applicable to any additional space added to the original Premises at any time or from time to time, whether by any options under this Lease or otherwise, or to any portion of the original Premises or any additions thereto in the event of a renewal or extension of the original term of this Lease, whether by any options under this Lease or otherwise.

8.3 Tenant shall, before commencing any portion of the Tenant's Work, and for so long as any Tenant's Work shall continue, comply with the insurance requirements in Schedule II hereto. In the event Tenant fails to so comply, Landlord shall have the option, but not the obligation, to procure the required insurance and charge Tenant the cost of such compliance as additional rent.

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SCHEDULE I

STANDARDS FOR TENANT'S PLANS

1. The Tenant's Plans shall contain the following information:
 - a. A layout of the Premises showing demising, corridor and exterior walls in relationship to the Building core. The locations of exterior window mullions, columns, stairways and other building features shall also be shown on the Tenant's Plans.
 - b. The location and composition of all walls. Unless any of the same are not applicable to Tenant's Work, non-standard improvements, such as walls requiring insulation, half walls, vinyl wall coverings or walls requiring special construction must be clearly noted on the Tenant's Plans. Sectional details must be provided to adequately describe the construction of any non-standard wall.
 - c. The location, size and swing of all doors. All doors shall conform with Landlord's standard door specifications, unless otherwise noted on the Tenant's Plans. Notwithstanding the foregoing, any preexisting doors that are being maintained in the Premises shall benefit from the presumption that they conform with the Landlord's standard specifications, or already have been approved by the Landlord as deviations from such standard specifications.
 - d. A description of flooring materials.
 - e. A reflected ceiling plan showing the layout of lighting fixtures, switches, and any other non-standard improvements which are to be located within the ceiling system; however such a plan shall not be required to the extent that preexisting ceilings, lighting fixtures and switches in or serving the Premises are being maintained without alteration.
 - f. The location of all telephone and electrical outlets. Non-standard improvements, such as outlets to be located more than twelve (12) inches above the floor, dedicated circuit outlets or high amperage/voltage outlets must be clearly noted on the Tenant's Plans.
2. Intentionally Omitted.
3. Intentionally Omitted.
4. The Tenant's Plans shall contain sufficient notations, specifications and details to describe all improvements, including but not limited to:
 - a. Insulated walls, special wall materials such as plate glass or glass block.
 - b. Door dimensions, thickness, hardware or locks.
 - c. Flooring materials.
 - d. Electrical outlets requiring a dedicated circuit, more than 120 volts or more than 15 amperes.
 - e. Telephone outlets requiring more than 3/4 inch diameter conduit.
 - f. Light fixtures, exhaust fans, ceiling heights, or ceiling designs using non-standard materials.

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- g. Any special conduits, receptacles or electrical devices necessary to serve communications equipment, computers or other facilities to be installed by Tenant.
- h. Any special requirements to accommodate handicapped employees of Tenant within the Premises.
- i. Any requirements for fire protection of computers, other equipment or materials installed by Tenant.
- j. Any requirements for special fire detection or life safety equipment not required by applicable building codes in effect at the time of construction.
- k. Any special reinforcing of the floor system which will be necessary to support computers, filing systems, equipment or furnishings having a load exceeding fifty (50) pounds per square foot of floor area.
- l. Any special requirements for humidity control, temperature control, extra air-conditioning capacity, ventilation or heating which would not be provided by Landlord's standard building systems. Such special requirements may arise as a result of Tenant's desire to install a computer or other equipment which generates heat, food preparation facilities, bathrooms, laboratories, microfilm storage or other special facilities, equipment or products.
- m. Any private bathrooms, wet-bars, kitchens, vending machines or other installations requiring plumbing work or ventilation.
- n. Any improvement which will require modification of the Building's structural, mechanical or electrical components.

SCHEDULE II

INSURANCE REQUIREMENTS FOR THE PERFORMANCE OF THE TENANT'S WORK

1. During the performance of the Tenant's Work at the Premises, Tenant shall cause to be maintained for Landlord's benefit insurance in an insurance company or companies which are "A" rated, Class VII or better in Best's Key Rating Guide or such lesser standard as shall be reasonably acceptable to Landlord and authorized to transact business in the state in which the Building is located, protecting Landlord against liabilities arising out of the operations of subcontractors and sub-subcontractors as well as Tenant's contractor ("Contractor") with respect to all the Tenant's Work, including at least and in amounts not less than:
 - a. Worker's Compensation & Employers Liability: Statutory limits required by applicable Worker's Compensation Law and \$500,000 per occurrence for Employers Liability, without limitation including all liability arising under any applicable structural work act and any other statute for the protection of employees.
 - b. Commercial or Comprehensive Liability including Landlord's and Contractor's Protective, products, and completed operations coverage, contractual liability including Contractor's indemnity agreements contained in the Contract Documents, personal injury (employees' exclusion deleted) \$5,000,000 per occurrence Bodily Injury and Property Damage, \$5,000,000 combined single limit. Landlord may require deletion of the "x, c, u" exclusion, if applicable.
 - c. Comprehensive Auto Liability including owned, non-owned, and hired vehicles coverage: \$1,000,000 per occurrence Bodily Injury and Property Damage Liability (Combined Single Limit).
 - d. Builder's Risk in an "all risk" form covering the Tenant's Work against loss by fire and other casualty in an amount equal to the full insurable value of the Tenant's Work.

Notwithstanding the foregoing, upon Tenant's request Landlord shall provide the coverages set forth in subparagraph (d) above and Tenant shall reimburse Landlord for the actual cost thereof.

2. Contractor shall either have the Landlord added as an additional named insured to the preceding Commercial or Comprehensive General Liability insurance policy or shall supply a separate Landlord's Protective policy, with limits as specified, naming the Landlord as named insured, and said General Liability or Landlord's Protective policy shall be maintained in force until the completion of the Tenant's Work.
3. Each insurance policy shall be written to cover all claims arising out of occurrences taking place within the period of coverage; insurance written to cover only claims made within the policy period is not acceptable without the express advance written consent of Landlord. To the extent the policy is not a Landlord's Protective policy, it shall be endorsed to indicate that it is primary as respects Landlord, not contributory with any other insurance available to the Landlord and not subject to reduction of coverage as to Landlord by reason of any claim asserted against Contractor other than in connection with the Tenant's Work or by reason of any misstatement, act or omission of any party other than Landlord applying for or insured by such insurance.
4. Each insurance policy and any certificate furnished in lieu of a policy shall state that it will not be cancelled, reduced or materially changed without thirty (30) days' prior written notice to Landlord. In the event Tenant fails to provide replacement coverage at least fifteen (15) days prior to the expiration of any policy of insurance, Landlord may at its option secure such insurance and Tenant shall reimburse Landlord

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for the cost thereof as additional rent; but Landlord shall not have any obligation to secure any such insurance.

5. If and so long as any monies shall be or be about to be owed to any lender upon the security of an interest in the Premises or the Building, at Landlord's request (and provided such lender's name and address is provided to Tenant) any insurance required hereunder for Landlord's protection shall also protect Landlord's mortgagee and whenever Landlord is to be an additional insured, Landlord's mortgagee shall also be so insured.
6. Each of the aforesaid insurance coverages shall be placed into effect before any of the Tenant's Work is commenced and shall be maintained in force at all times while and for at least so long as any of the Tenant's Work is carried on, including without limitation, any and all activities performed in fulfillment of any obligation of Contractor or any Subcontractor to correct defects in the Tenant's Work or under any other warranty. Before commencing any of the Tenant's Work, and as often thereafter as reasonably requested by Landlord, Tenant shall supply Landlord with either the policies themselves or certificates of insurance reasonably satisfactory to Landlord, evidencing compliance with all the foregoing requirements.
7. No insurance policy purporting to insure Landlord or Landlord's lender, as the case may be, shall without the prior written consent of said party be so written as to limit or condition any of the insurer's obligations to said party with respect to any insured loss or liability by any condition or requirement that said party bear, assume or pay any portion of such loss or liability before the insurer's obligation to said party shall come into effect.

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SCHEDULE III

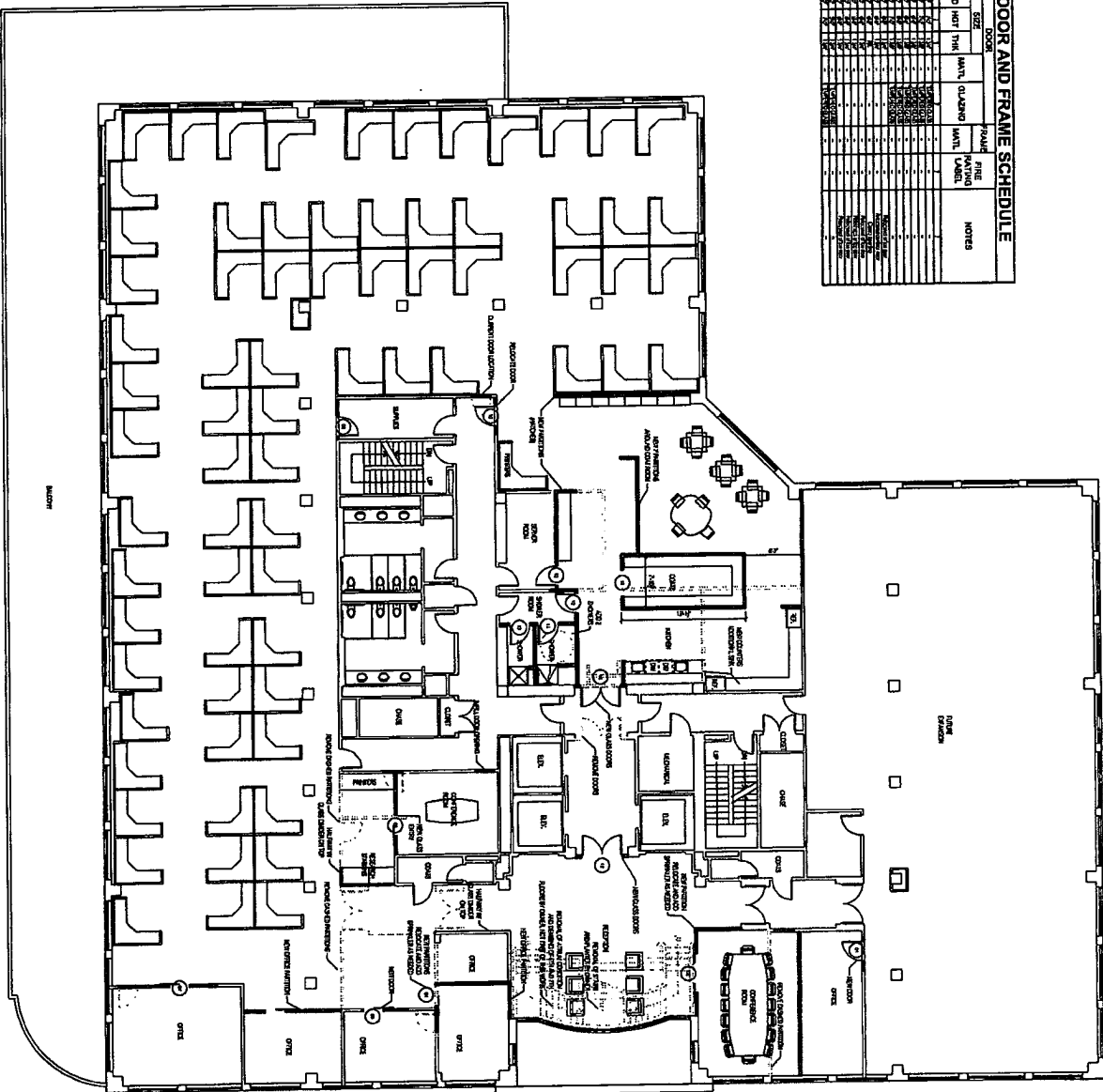
TENANT'S PRELIMINARY PLAN

[See Attached – 1 Page]

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300 FORE STREET



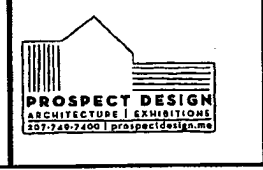
DOOR AND FRAME SCHEDULE									
NO.	MATERIAL	SIZE	DOOR	FRAME	GLASSING	HUNT	LABEL	FINISH	NOTES
1	WOOD	36\"	SWING	ALUMINUM	GLASS	NO	NO	WOOD	
2	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
3	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
4	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
5	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
6	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
7	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
8	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
9	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
10	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
11	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
12	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
13	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
14	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
15	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
16	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
17	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
18	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
19	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
20	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
21	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
22	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
23	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
24	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
25	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
26	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
27	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
28	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
29	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	
30	WOOD	36\"	GLASS	ALUMINUM	GLASS	NO	NO	WOOD	

A-1.1

6TH FLOOR RENOVATION PLAN

300 Fore Street, Portland, ME 04101

STONE COAST
 2 PORTLAND SQUARE, PORTLAND, ME
 MARC KEFFER, STONE COAST FUND SERVICES



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EXHIBIT C – COMMENCEMENT DATE MEMORANDUM

**attached to and made a part of the Lease bearing the
Lease Reference Date of June __, 2011 between
RREEF AMERICA REIT III-Z4 LLC, as Landlord and
STONE COAST FUND SERVICES LLC, as Tenant**

COMMENCEMENT DATE MEMORANDUM

THIS MEMORANDUM, made as of ____, 20 ____, by and between ____ (“Landlord”) and ____ (“Tenant”).

Recitals:

- A. Landlord and Tenant are parties to that certain Lease, dated for reference ____, 20 ____ (the “Lease”) for certain premises (the “Premises”) consisting of approximately ____ square feet at the building commonly known as ____.
- B. Tenant is in possession of the Premises and the Term of the Lease has commenced.
- C. Landlord and Tenant desire to enter into this Memorandum confirming the Commencement Date, the Termination Date and other matters under the Lease.

NOW, THEREFORE, Landlord and Tenant agree as follows:

- 1. The actual Commencement Date is ____.
- 2. The actual Termination Date is ____.
- 3. The schedule of the Annual Rent and the Monthly Installment of Rent set forth on the Reference Pages is deleted in its entirety, and the following is substituted therefor:

[insert rent schedule]

- 4. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

LANDLORD:

RREEF AMERICA REIT III-Z4 LLC, a Delaware limited liability company

By: RREEF America, LLC, a Delaware limited liability company

By: ____ DO NOT SIGN ____

Name: _____

Title: _____

Dated: _____

TENANT:

STONE COAST FUND SERVICES LLC, a Maine limited liability company

By: ____ DO NOT SIGN ____

Name: _____

Title: _____

Dated: _____

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EXHIBIT D – RULES AND REGULATIONS

attached to and made a part of the Lease bearing the
Lease Reference Date of June __, 2011 between
RREEF AMERICA REIT III-Z4 LLC, as Landlord and
STONE COAST FUND SERVICES LLC, as Tenant

1. Intentionally Deleted.
2. If Landlord reasonably objects in writing to any curtains, blinds, shades or screens attached to or hung in or used in connection with any window or door of the Premises, Tenant shall immediately discontinue such use, excepting that Landlord shall not object to Tenant's continuing use of pre-existing blinds installed in the Premises by any prior tenant. No awning shall be permitted on any part of the Premises. Tenant shall not place anything or allow anything to be placed against or near any glass partitions or doors or windows which may appear unsightly, in the reasonable opinion of Landlord, from outside the Premises.
3. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, or stairways of the Building. No tenant and no employee or invitee of any tenant shall go upon the roof of the Building, subject to the understanding that neither this restriction nor any other provision of this Lease shall prohibit Tenant's access to or enjoyment of the Deck Space.
4. Any directory of the Building, if provided, will be exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names.
5. All cleaning and janitorial services for the Building and the Premises shall be provided exclusively through Landlord. Tenant shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises. Landlord shall not in any way be responsible to any Tenant for any loss of property on the Premises, however occurring, or for any damage to any Tenant's property by the janitor or any other employee or any other person.
6. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind whatsoever shall be thrown into any of them, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.
7. Tenant shall store all its trash and garbage within its Premises. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord. Tenant will comply with any and all recycling procedures designated by Landlord.
8. Landlord will furnish Tenant two (2) keys free of charge to each door in the Premises that has a passage way lock. Landlord may charge Tenant a reasonable amount for any additional keys. Tenant shall not alter any lock or install a new or additional lock or bolt on any door of its Premises. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, shall pay Landlord therefor.
9. If Tenant requires telephone, data, burglar alarm or similar service, the cost of purchasing, installing and maintaining such service shall be borne solely by Tenant. No boring or cutting for wires will be allowed without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.
10. Other than routine deliveries in the ordinary course of business (e.g., U.S. Postal Service, UPS and FedEx), no oversized equipment, materials, furniture, packages, bulk supplies, merchandise or other property which could

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reasonably be conceived to cause damage to the elevators or materially disrupt regular elevator traffic will be received in the Building or carried in the elevators except between such hours and in such elevators as may be designated by Landlord. The persons employed to move such equipment or materials in or out of the Building must be reasonably acceptable to Landlord.

11. Tenant shall not place a load upon any floor which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space in the Building to such a degree as to be objectionable to Landlord or to any tenants shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate the noise or vibration. Landlord will not be responsible for loss of or damage to any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

12. Landlord shall in all cases retain the right to control and prevent access to the Building of all persons whose presence in the reasonable judgment of Landlord would be prejudicial to the safety, character, reputation or interests of the Building and its tenants, provided that nothing contained in this rule shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Landlord reserves the right to exclude from the Building between the hours of 6 p.m. and 7 a.m. the following day, or such other hours as may be established from time to time by Landlord, and on Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the Building and has a pass or is properly identified. Tenant shall be responsible for all persons for whom it requests passes and shall be liable to Landlord for all acts of such persons. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person.

13. Tenant shall not use any method of heating or air conditioning other than that supplied or approved in writing by Landlord.

14. Tenant shall not waste electricity, water or air conditioning. Tenant shall keep corridor doors closed. Tenant shall close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus and electricity, gas or air outlets before Tenant and its employees leave the Premises. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or by Landlord for noncompliance with this rule.

15. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Building without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion, and which consent may in any event be conditioned upon Tenant's execution of Landlord's standard form of license agreement. Tenant shall be responsible for any interference caused by such installation.

16. Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork, plaster, or drywall (except for pictures, tackboards and similar office uses) or in any way deface the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall repair any damage resulting from noncompliance with this rule.

17. Tenant shall not install, maintain or operate upon the Premises any vending machine without Landlord's prior written consent, except that Tenant may install food and drink vending machines solely for the convenience of its employees.

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18. No cooking shall be done or permitted by any tenant on the Premises, except that Underwriters' Laboratory approved microwave ovens or equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted provided that such equipment and use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.

19. Tenant shall not use in any space or in the public halls of the Building any hand trucks except those equipped with the rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into the Building.

20. Tenant shall not permit any motor vehicles to be washed or mechanical work or maintenance of motor vehicles to be performed in any parking lot.

21. Tenant shall not use the name of the Building or any photograph or likeness of the Building in connection with or in promoting or advertising Tenant's business, except that Tenant may include the Building name in Tenant's address. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Building.

22. Tenant requests for services must be submitted to the Building office by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instruction from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

23. Tenant shall not permit smoking or carrying of lighted cigarettes or cigars other than in areas designated by Landlord as smoking areas.

24. Canvassing, soliciting, distribution of handbills or any other written material in the Building is prohibited and each tenant shall cooperate to prevent the same. No tenant shall solicit business from other tenants or permit the sale of any good or merchandise in the Building without the written consent of Landlord.

25. Tenant shall not permit any animals other than service animals, e.g. seeing-eye dogs, to be brought or kept in or about the Premises or any common area of the Building.

26. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

27. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building, and for the preservation of good order in and about the Building. Tenant agrees to abide by all such rules and regulations herein stated and any additional rules and regulations which are adopted; provided, that, such rules and regulations do not interfere with Tenant's access to the Building or the Premises, with Tenant's use of the parking spaces provided for herein, or with Tenant's use and enjoyment of the Premises. Notwithstanding anything to the contrary contained in this Lease, in the event there is a conflict between the terms and conditions of this Lease and the provisions of the rules and regulations, Landlord and Tenant acknowledge and agree that the terms and conditions of this Lease shall control. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

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EXHIBIT E – FORM OF LETTER OF CREDIT

**attached to and made a part of the Lease bearing the
Lease Reference Date of June __, 2011 between
RREEF AMERICA REIT III-Z4 LLC, as Landlord and
STONE COAST FUND SERVICES LLC, as Tenant**

IRREVOCABLE STANDBY LETTER OF CREDIT

NUMBER _____

ISSUANCE DATE: _____

BENEFICIARY:

[Landlord]
[Address]

APPLICANT:

[Tenant]
[Address]

With copies of all notices to:

**RREEF
875 N. Michigan Avenue, 41st Floor
Chicago, Illinois 60611-1901
Attn: Letter of Credit Custodian**

AMOUNT:

USD \$ _____

EXPIRATION:

_____, 20__, OR AS EXTENDED

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____ IN YOUR FAVOR AND AUTHORIZE YOU TO DRAW ON US, FOR THE ACCOUNT OF APPLICANT, UP TO AN AGGREGATE AMOUNT OF _____ AND 00/100 UNITED STATES DOLLARS (USD \$ _____), AVAILABLE BY YOUR DRAFT(S) AT SIGHT IN THE FORM OF EXHIBIT A ATTACHED HERETO, DRAWN ON US, TO BE ACCOMPANIED BY:

1. THE ORIGINAL LETTER OF CREDIT, AND
2. ORIGINAL BENEFICIARY'S CERTIFICATE, PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BENEFICIARY OR OF ITS AUTHORIZED AGENT, IN THE FORM OF EXHIBIT B ATTACHED HERETO.

PARTIAL DRAWINGS ARE PERMITTED UNDER THIS LETTER OF CREDIT.

IT IS A CONDITION OF THE LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR PERIODS OF ONE YEAR FROM THE EXPIRATION DATE OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS [TIME PERIOD TO BE CONFIRMED BY ISSUING BANK] PRIOR TO THE EXPIRATION DATE WE SHALL NOTIFY YOU IN WRITING VIA OVERNIGHT COURIER, OF OUR INTENTION NOT TO RENEW THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD.

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THIS STANDBY LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING WHICH SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED, OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT, OR AGREEMENT, WHETHER OR NOT REFERRED TO HEREIN.

THIS ORIGINAL STANDBY LETTER OF CREDIT MUST BE SUBMITTED TO US TOGETHER WITH ANY DRAWINGS HEREUNDER FOR OUR ENDORSEMENT OF ANY PAYMENTS EFFECTED BY US AND/OR FOR CANCELLATION.

ALL DRAFTS MUST BE MARKED "DRAWN UNDER _____ STANDBY LETTER OF CREDIT NUMBER _____."

WE AGREE WITH YOU TO PAY DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT PRESENTED AT OUR OFFICE IN _____, TOGETHER WITH THIS STANDBY LETTER OF CREDIT AND DOCUMENTS SPECIFIED ON OR BEFORE THE CLOSE OF OUR BUSINESS ON THE EXPIRATION DATE, AS EXTENDED FROM TIME TO TIME.

THIS LETTER OF CREDIT IS FOR THE BENEFIT OF BENEFICIARY AND ITS SUCCESSORS AND ASSIGNS. SHOULD YOU WISH TO EFFECT A TRANSFER UNDER THIS CREDIT, SUCH TRANSFER WILL BE SUBJECT TO THE RETURN TO US OF THE ORIGINAL CREDIT INSTRUMENT, ACCOMPANIED BY OUR FORM OF TRANSFER IN THE FORM OF EXHIBIT C ATTACHED HERETO, PROPERLY COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM, AND SUBJECT TO PAYMENT OF OUR CUSTOMARY TRANSFER CHARGES, NOT TO EXCEED \$_____.

THIS CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590, OR ANY SUBSEQUENT REVISION THERETO.

YOURS VERY TRULY,

AUTHORIZED SIGNATURE

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EXHIBIT A TO LETTER OF CREDIT NO. _____

FORM OF SIGHT DRAFT

Dated: _____, 20__

Pay to the order of _____ [Beneficiary], the sum of _____ Dollars
(\$ _____) drawn on _____ [Issuer], as issuer of its Irrevocable Letter of Credit
No. _____, dated _____, 20__.

[Beneficiary]

By: _____
Its: Authorized Representative

MK	DK
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EXHIBIT B TO LETTER OF CREDIT NO. _____

FORM OF CERTIFICATE

The undersigned hereby certifies that (i) he or she is authorized to execute this certificate on behalf of _____, the beneficiary under that certain Irrevocable Letter of Credit No. _____ issued by _____ (the "Letter of Credit"), and (ii) the Landlord is entitled to draw on the Letter of Credit pursuant to that certain lease dated for reference _____ between _____, landlord, and _____, tenant, as amended from time to time.

[Beneficiary]

By: _____
Its: Authorized Representative
Date: _____

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EXHIBIT C TO LETTER OF CREDIT NO. _____

FORM OF TRANSFER

[Name and Address of Issuing Bank]

Ladies and Gentlemen:

We refer to your enclosed Irrevocable Letter of Credit No. _____ (the "Letter of Credit") in the available amount of US \$ _____.

We hereby assign all of our right, title and interest as beneficiary under the Letter of Credit to _____ ("Transferee"), whose address is _____.

Upon your acknowledgment of this transfer of the Letter of Credit and receipt by us of your acknowledgment and the acknowledgment by the Transferee of this transfer notice, the Letter of Credit shall be deemed to have been transferred to the Transferee.

(Name of Beneficiary)

By: _____
Its: Authorized Representative
Date: _____

Agreed and Accepted:
(Name of Issuer)

By: _____
Its: Authorized Representative
Date: _____

Acknowledged:

(Name of Transferee)

By: _____
Its: Authorized Representative
Date: _____

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EXHIBIT F – FORM OF SNDA

**attached to and made a part of the Lease bearing the
Lease Reference Date of June __, 2011 between
RREEF AMERICA REIT III-Z4 LLC, as Landlord and
STONE COAST FUND SERVICES LLC, as Tenant**

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Babson Capital Loan
No. _____


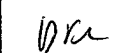
Babson Capital Management LLC
c/o Cornerstone Real Estate Advisers
One Financial Plaza
Hartford, Connecticut 06103
Attention: Finance Group Loan Servicing

Re: _____ *[Insert Property name and location]*

The undersigned, _____, (“Tenant”) understands that Babson Capital Management LLC (“Lender”) has made or will be making a loan (the “Loan”) to _____ (“Landlord”) secured by a mortgage or deed of trust (the “Mortgage”) encumbering the real property (the “Property”) described on Exhibit A, attached hereto and made a part hereof. Tenant and Landlord entered into a lease agreement (the “Lease”) dated _____ by which Tenant leased from Landlord certain premises commonly known as _____ (the “Leased Premises”), and constituting a portion of the Property. Tenant desires to be able to obtain the advantages of the Lease and occupancy thereunder in the event of foreclosure of the Mortgage and Lender wishes to have Tenant confirm the priority of the Mortgage over the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. Tenant hereby subordinates all of its right, title and interest under the Lease to the lien, operation and effect of the Mortgage and any other mortgages (as the same may be modified and/or extended from time to time) now or hereafter in force against the Property, and to any and all existing and future advances made under such Mortgage and any other mortgages.
2. In the event that Lender becomes the owner of the Property by foreclosure, deed in lieu of foreclosure, or otherwise, Tenant agrees to unconditionally attorn to Lender and to recognize it as the owner of the Property and the Landlord under the Lease. The Lender agrees not to terminate the Lease or disturb or interfere with Tenant’s possession of the Leased Premises during the term of the Lease, or any extension or renewal thereof, so long as Tenant is not in default under the Lease beyond applicable notice, grace and cure periods, if any.
3. Tenant agrees to commence paying all rents, revenues and other payments due under the Lease directly to Lender after Lender notifies Tenant that Lender is the owner and holder of the Loan and is invoking Lender’s rights under the Loan documents to directly receive from Tenant all rents, revenues and other payments due under the Lease. By making such payments to Lender, Tenant shall be deemed to have satisfied all such payment obligations to Landlord under the Lease.
4. This Agreement shall inure to the benefit of Lender’s affiliates, agents, co-lenders and participants, and each of their respective successors and assigns (each a “Lender Party” and collectively, the “Lender Parties”).

	
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IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and
Attornment Agreement to be duly executed as of the ____ day of _____, 20__.

TENANT:

[INSERT NAME OF TENANT]

By _____

Name:
Title:

LANDLORD:

[INSERT NAME OF LANDLORD]

By: _____

Name:
Title:

LENDER:

BABSON CAPITAL MANAGEMENT LLC

By: _____

Name:
Title:

MR	DR
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STATE OF)
) ss.
COUNTY OF)

On this, the ____ day of _____ 20__, before me, the undersigned party, personally appeared _____ who acknowledged himself/herself to be the _____ of _____, a _____, and that he/she as such _____, being authorized to do so, executed the foregoing Subordination, Non-disturbance and Attornment Agreement for the purposes therein contained by signing the name of the _____ by himself/herself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commissions Expires:

STATE OF CONNECTICUT)
) ss.
COUNTY OF)

On this, the ____ day of _____ 20__, before me, the undersigned party, personally appeared _____ who acknowledged himself/herself to be a _____ of Babson Capital Management LLC, a Delaware limited liability company, and that he/she as such _____ being authorized to do so, executed the foregoing Subordination, Non-disturbance and Attornment Agreement for the purposes therein contained by signing the name of the limited liability company by himself/herself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

STATE OF)
) ss.
COUNTY OF)

On this, the ____ day of _____ 20__, before me, the undersigned party, personally appeared _____ who acknowledged himself/herself to be the _____ of _____, a _____, and that he/she as such _____, being authorized to do so, executed the foregoing Subordination, Non-disturbance and Attornment Agreement for the purposes therein contained by signing the name of the _____ by himself/herself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commissions Expires:

MK	DK
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EXHIBIT A

LEGAL DESCRIPTION

2023242.2

MR	DR
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