

## PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (the "Lease") is made this 18<sup>th</sup> day of April, 2018, by and between RENEWAL HOUSING ASSOCIATES, LLC ("Renewal") and the DERMOT COURT HOMEOWNERS ASSOCIATION ("Dermot Court").

**WHEREAS**, Dermot Court owns a parking lot at 101 Clark Street, Portland, Maine (the Lot); and

**WHEREAS**, Dermot Court wishes to reconfigure the parking spaces of said Lot; and

**WHEREAS**, Renewal wishes to lease some portion of the parking spaces of the Lot from Dermot Court, and Dermot Court is willing to lease parking spaces to Renewal, upon the terms and conditions hereof.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

1. **Leased Parking Spaces.** The parking spaces subject to this Lease shall be exactly ten (10) of the parking spaces in the Lot and delineated and specifically marked on an addendum to be incorporated herein prior to the beginning of the Term of this Lease (the "Parking Spaces").
2. **Term.** The term of the Lease shall be for ten (10) years commencing November 1, 2018 and ending October 31, 2028 (the "Term") unless sooner terminated as provided herein. Under the Lease, Renewal shall have the exclusive right to the Parking Spaces within the Lot. Provided the Lease is in full force and effect, Renewal shall have the option to renew this lease for a term of one (1) year on commercially reasonable terms similar to comparable parking lease agreement terms at that time and acceptable to the parties to be negotiated in good faith upon Renewal's provision of notice of its desire to renew as provided for herein. The renewal option may be exercised by giving written notice of Renewal's desire to exercise the option not less than six (6) months prior to the expiration of the Lease. If terms for the renewal term cannot be agreed upon by the parties within sixty (60) days of Dermot Court's receipt of Renewal's desire to renew the Lease, then this Lease shall expire as the end of the Term.

Renewal Option: November 1, 2028 – October 31, 2029

3. **Termination.** Neither Party shall have the right, option or ability to terminate this Lease prior to the end of the Term unless agreed to in writing by both Parties, except in the event of any material misrepresentation by a Party, a Party's breach of any covenant, agreement, representation or warranty, or the Default of any Party hereto as provided for in this Lease.
4. **Rent.** Rent shall be \$125.00 per month, per parking space, totaling \$1,250.00 per month for the Parking Spaces (the "Rent"). The Rent shall be due and payable on the first day of the Term of this Lease in the full annual amount of \$15,000.00, and thereafter due in the full annual amount of \$15,000.00 on the first day of each successive year for the duration of the Term.

If Renewal does not pay the Rent or other fees and charges when due pursuant to the terms of this Lease, then Dermot Court, in its sole and absolute discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that Renewal fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due Dermot Court annually in addition to the Rent then due.



Renewal acknowledges that it has paid the sum of \$2,500.00 to Dermot Court, and Dermot Court acknowledges receipt of the same, for purposes of advancing the mutual goal of reorganization of the Lot to allow for more parking space of which the Parking Spaces shall be a part. Dermot Court and Renewal both acknowledge and agree that this \$2,500.00 payment is non-refundable, shall not be considered a security deposit, and shall not be credited against the Rent due upon commencement of the Term of the Lease.

5. **Routine Operating Expenses.** Operating expenses for the Lot shall be the responsibility of Dermot Court.

6. **Maintenance.** Dermot Court shall be responsible for, or arrange for a third party(s) to provide, maintenance services for the Lot such as snow removal, sand, salt, and minor maintenance services (for example, minor pruning, fence or small pothole repairs) to the Lot. Renewal shall be responsible for any damages to the Lot caused by Renewal or its agents or invitees, normal wear and tear excepted.

Renewal shall ensure any person or entity using the Parking Spaces through any sublease agreement with Renewal and/or its agent(s), including without limitation any unit owners of Renewal's condominium project commonly known as "OneJoy Place" (the "Project"), or by other invitation, license, or access to the Parking Spaces given by Renewal, shall keep his/her/its vehicle(s) in good repair and free of hazardous leaks of oils or liquids. No repairs of any type are allowed on the Parking Spaces and, if needed, must be towed to a location that allows such activities. In the event of towing or mitigation of any such leak or spill of oils, liquids or other fluids shall occur, Renewal shall bear the responsibility of undertaking such mitigation. Should Renewal fail to perform such mitigation, Renewal shall reimburse Dermot Court for any such costs and expense incurred in Dermot Court's remediation of any such leak or spill.

7. **Security.** Dermot Court shall provide, or arrange for a third party(s) to provide, coordination of towing for unauthorized vehicles and any other security measure(s) Dermot Court deems to be necessary in its sole and absolute discretion.

The parties recognize and acknowledge that this service, and any other services that may be implemented pursuant to this Section 7, will cover the Lot and that both parties are benefitted by this service. Nonetheless, Dermot Court shall have the sole and absolute discretion to determine the manner in which Dermot Court implements security under this provision, and Dermot hereby disclaims all liability, including liability for negligence associated with the provision of security services. Dermot Court makes no representation as to the provision of any security service not specifically stated in this Section.

8. **Damage to Vehicles and/or Personal Property.** Dermot Court shall not be responsible for damage to any vehicle or other personal property of any of Renewal's owners, officers, director, employees, agents, tenants, licensees, invitees and/or guests or any other third party, whether or not such damage is caused by other vehicle(s) or person(s) in the Lot and surrounding areas.

9. **Capital Expenses.** Dermot Court shall be responsible for any capital expenses, including but not limited to paving, associated with the Parking Spaces or the Lot.

10. **Assignments and Subletting.** Renewal shall not have the right to assign or transfer this lease nor sublet the Parking Spaces in whole or in part without the prior written approval of Dermot Court, which shall not be unreasonably withheld. In the event of any assignment or subletting which is approved by Dermot Court, Renewal shall nonetheless remain responsible for performance of all obligations required of Renewal or assignee.



Notwithstanding the foregoing, Renewal shall be entitled to assign all of its rights and obligations under this Lease to OneJoy Place LLC ("OneJoy") and to sublease the Parking Spaces to unit owners of the Project without the written consent of Dermot Court provided that OneJoy assumes Renewal's obligations under this Lease jointly and severally. Dermot Court shall be able to freely delegate its duties pursuant to this Lease.

11. **Fire, Casualty, and Eminent Domain.** If all or a substantial part of the Parking Spaces, or all or a substantial part of the property of which the Parking Spaces are a part, shall be destroyed or damaged by fire or other casualty, or shall be taken by exercise of the power of eminent domain or other municipal, State or Federal action, then this Lease (and any extension thereof) shall terminate at the election of Renewal or Dermot Court. If this Lease shall not be terminated, then Dermot Court may elect to restore the Parking Spaces and the properties of which the Parking Spaces are a part within a reasonable time period to the same condition they were in prior to such damage, destruction, or taking.

12. **Indemnification.** Except to the extent caused by Dermot Court's negligence or willful misconduct, Renewal shall indemnify, defend and hold Dermot Court, its trustees, officers, director, employees, agents and insurers harmless from any claims, injury, loss, liability, damages and expenses whatsoever (including without limitation reasonable attorney's fees and litigation costs) to the extent arising out of or relating to: (i) negligent acts, omissions or willful misconduct of Renewal, its owners, officers, director, employees, agents, tenants, licensees, invitees and/or guests; (ii) the breach of any representation, warranty, covenant or agreement of Renewal contained in this Lease; or (iii) damage to or loss of personal property, personal injury, or death, related to Renewal's or its owners, officers, director, employees, agents, tenants, licensees, invitees and/or guests use of the Lot, the Parking Spaces, the sidewalks on Clark Street and Brackett Street, and the surrounding areas.

13. **Insurance.** Renewal shall maintain general liability insurance to cover Renewal's owners, officers, director, employees, agents, tenants, licensees, invitees and/or guests use of the Lot.

14. **Renewal's Covenants.** Renewal covenants not to damage, injure, deface or commit waste upon the Parking Spaces, or any other portion of the Lot, with respect to its use of the Parking Spaces, and that its use of the Parking Spaces shall comply with all laws of the United States, the State of Maine, or any municipal ordinance or regulation in force during the term of this Lease or any extension thereof, and that Renewal will reimburse, indemnify and hold harmless Dermot Court for any costs, damages and/or expenses incurred by the actions of any of its owners, officers, director, employees, agents, tenants, licensees, invitees and/or guests that may result from his/her/its's violation of Renewal's Covenants herein.

15. **Dermot Court's Covenants.** Renewal covenants that the Parking Spaces are, and will, during the time of this Lease and any extension thereof, continue to be, fit for the conduct of the Renewal's intended use of parking in and on the Parking Spaces by tenants of the Condos. Lessor shall comply with all laws of the United States, the State of Maine, and all municipal ordinances or regulations applicable to the Parking Spaces.

16. **Memorandum of Lease.** This Lease shall not be recorded, but each party agrees to enter into a mutually satisfactory Memorandum of Lease in recordable form.

17. **Quiet Enjoyment.** Upon the payment of Rent and performance of its other obligations under this Lease, Dermot Court covenants that Renewal may have and enjoy the Parking Spaces free from hindrance by Dermot Court.



18. **Default and Bankruptcy.** In the event that:

- (a) Renewal shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within ten (10) days after written notice thereof; or
- (b) Renewal shall default in the observance or performance of any other of the Renewal's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) Any assignment shall be made of Renewal's property for the benefit of creditors, or a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Renewal's property, or a petition is filed by Renewal under any bankruptcy, insolvency or other debtor relief law,

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

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

20. **Holdover.** If Renewal fails to vacate the Parking Spaces at the termination of this Lease, then the terms of this Lease shall be applicable during said holdover period, except for the Rent, which shall be increased to two (2) times the then-current Rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by Dermot Court for Renewal to holdover at the termination of this Lease and terms of this holdover provision shall not preclude Dermot Court from recovering any other damages which it incurs as a result of Renewal's failure to vacate the leased premises at the termination of this Lease.

21. **Notices.** Any notice required to be given under this Lease shall be given by mailing said notice, postage prepaid, addressed as follows. Such addresses may be changed from time to time by serving written notice in advance.

If to Renewal: Renewal Housing Associates, LLC  
Attn: Todd M. Alexander  
2 Union Street, Fifth Floor  
Portland, Maine 04101

If to Dermot Court: Dermot Court Homeowners Association  
c/o Michael Bunker, President  
112 Brackett Street  
Portland, Maine 04102

22. **General.** This Lease may not be amended, modified or waived unless such amendment, modification, or waiver is in writing and signed by both parties, and no act or omission of any employee or agent of Dermot Court shall alter, change, or modify any of the provisions hereof. One or more waivers of the breach of any covenant or condition by either party shall not be construed as a waiver of any breach of any covenants or condition or of further breach of the same covenants. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by Renewal does not constitute a reservation of or option for the Parking Spaces or an offer to lease said Parking Spaces, and this document shall become effective and binding only upon the execution and delivery hereof by both Dermot Court and Renewal. This Lease constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. Time is of the essence of this agreement. The headings herein contained are for convenience only and shall not be considered a part of this Lease.

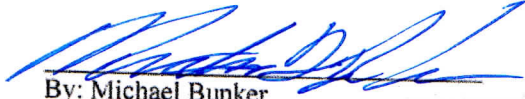
**DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**DERMOT COURT HOMEOWNERS  
ASSOCIATION, LANDLORD**




By: Michael Bunker

Its: President

Date: 4/18/18


**RENEWAL HOUSING ASSOCIATES, LLC,  
TENANT**



By: Todd M. Alexander

Its: Member

Date:

  
Witness to Landlord  
Witness to Tenant