

LEASE

LEASE made as of the 18th day of August, 2008, by and between BEH REDEVELOPMENT LLC, a Maine limited liability company whose mailing address is c/o Developers Collaborative, 17 Chestnut Street, Portland, Maine 04101 ("Landlord") and MAINE MEDICAL CENTER, a Maine nonprofit corporation with a place of business in Portland, Maine, having a mailing address of 22 Bramhall Street, Portland, Maine 04102 (the "Tenant")

WITNESSETH:

FOR VALUABLE CONSIDERATION, and in consideration of the rent herein reserved and of the mutual promises and undertakings contained herein, the parties agree as follows:

1. Premises Leased. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, so much of Landlord's property at 25 Ellsworth Street (Assessor's Map 53, Block H, Lot 2), in Portland, Cumberland County, Maine, as is necessary to allow Tenant to maintain a sign currently on such property (the "Premises").

2. Term. The term of this Lease shall be for one year and shall automatically renew from year to year until the land that includes the Premises is sold.

3. Rent. [REDACTED]
[REDACTED] in any way related to the operation, maintenance and [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] pay to Landlord such expenses
[REDACTED] by Landlord or [REDACTED]

4. Utilities; Property Taxes. [REDACTED]
[REDACTED] electricity, gas, power, water, sewerage, [REDACTED]
[REDACTED] rendered [REDACTED]

5. Use of Premises. Tenant shall use the Premises for the sole purpose of maintaining its sign thereon. Tenant shall have the right to maintain, repair and replace such sign from time to time at Tenant's sole cost and expense.

6. Maintenance and Repair. Tenant shall at all times maintain the Premises in the same order and repair as they are in at the commencement of the term, reasonable use and wear and damage by fire or other casualty only excepted. Tenant has inspected the Premises and has by executing this Lease accepted the Premises in its condition existing on the date of this Lease. At the expiration of the term, Tenant shall surrender the Premises to Landlord in the same condition as they were in at the commencement of the term and shall remove at Tenant's expense the sign and repair any damage to the Premises as a result of such removal.

7. Alterations. Tenant shall not be permitted to make any alterations, additions or improvements to the Premises without the prior written consent of Landlord. Landlord's consent shall not be required for alterations, additions or improvements that are necessary for the proper operation, maintenance or repair of the Premises. Landlord's consent shall not be removed from the Premises.

8. Insurance. Tenant shall maintain a policy of general liability insurance insuring Landlord and Tenant, said policy to be in an amount and with such companies and other coverages as shall from time to time be satisfactory to Landlord. Tenant shall deliver to Landlord a certificate evidencing such insurance coverage. Such coverage shall be non-cancelable except on ten days' prior notice to Landlord. In addition to the insurance required above, Tenant shall maintain insurance against such other hazards as Landlord may from time to time reasonably require.

9. Indemnification. Tenant shall indemnify, defend and hold Landlord harmless from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, which Landlord may incur or be liable for as a result of the performance or non-performance of the obligations of Tenant hereunder, except to the extent such claims, damages, losses, costs and expenses are caused in whole or in part by the negligence of Landlord. This obligation shall include costs of enforcement.

10. Assignment and Subletting. Tenant shall not assign this Lease or sublet the Premises in whole or in part without Landlord's prior written consent, which shall not be unreasonably withheld.

11. Damage or Destruction by Fire, Eminent Domain or Casualty. If the Premises or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, by theft or from any other cause, no part of said loss or damage shall be borne by Landlord. If the Premises or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, by theft or from any other cause, no part of said loss or damage shall be borne by Landlord.

12. Tenant's Property. All property of every kind, nature or description of Tenant and of all persons claiming through or under Tenant which may be on the Premises during the term or any occupancy by Tenant thereof, shall be at the sole risk and hazard of Tenant or such persons, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, by theft or from any other cause, no part of said loss or damage shall be borne by Landlord.

13. Default. If Tenant shall default in the performance of the obligations of Tenant hereunder, Landlord shall have the right to terminate this Lease and to re-enter the Premises and to take possession of the Premises. If Tenant shall default in the performance of the obligations of Tenant hereunder, Landlord shall have the right to terminate this Lease and to re-enter the Premises and to take possession of the Premises. If Tenant shall default in the performance of the obligations of Tenant hereunder, Landlord shall have the right to terminate this Lease and to re-enter the Premises and to take possession of the Premises.

[REDACTED]

14. Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant, although this clause shall not be construed to mean that Landlord has consented to any assignment of this Lease by Tenant. In the event of any transfer of Landlord's interest in the Premises, the Landlord or any subsequent transferor shall cease to be liable and shall be released from all liability for the performance or observation of any agreements or conditions on the part of the Landlord to be performed or observed subsequent to the time of said transfer, it being understood and agreed that from and after said transfer, the transferee shall be liable.

15. Subordination to Mortgage. [REDACTED]

16. Holdover. [REDACTED]

17. Landlord's Covenant of Quiet Enjoyment. Landlord covenants that, upon payment by Tenant of the rent and other charges herein provided and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall, subject to the terms and conditions hereof, peaceably and quietly hold and enjoy the Premises for the term hereof without hindrance or interruption by Landlord or any person or persons claiming by, through or under Landlord.

18. Landlord Self-Help. If Tenant shall default in the performance of any agreement, covenant or condition in this Lease contained on its part to be performed or observed, and shall not cure such default within applicable cure periods, and (except in case of emergency where no such additional notice shall be required) at any time after fifteen (15) days of written notice from Landlord given after passage of the applicable cure period, if any, specifying that Landlord may exercise its self-help remedies, Landlord may, at its sole option, without waiving any claim for damages for breach of this Lease or any of Landlord's other remedies hereunder, at any time thereafter, cure such default for the account of Tenant, and Tenant agrees to reimburse Landlord for any amount paid by Landlord in so doing and save Landlord harmless from any liability incurred thereby. Any such reimbursement shall be due immediately upon demand therefor, and there shall be no notice, cure or grace period with respect to the payment thereof. Landlord's performance of any of Tenant's obligations or covenants shall not release Tenant from liability

for nonperformance or breach.

19. Waiver. The [REDACTED] by Landlord of any breach of any term, condition or covenant herein contained shall not constitute a waiver of such term, condition or covenant or of any subsequent breach of the same or any other term, covenant or condition herein contained. Landlord's acceptance of rent hereunder shall not be deemed to be a waiver of any such breach. It is further agreed that the failure of Tenant to pay rent hereunder shall not constitute a waiver of any such breach. Landlord shall not be deemed to have waived any such breach by failure to enforce by legal process any such breach. No such breach shall constitute a breach of any other term, condition or covenant herein contained. The [REDACTED] of a check for a lesser amount with either an endorsement of [REDACTED] or of any letter accompanying such check, shall not constitute a payment of rent hereunder and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

20. Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person, sent by certified mail, postage prepaid or sent by FedEx or other recognized overnight courier service and shall be addressed to the recipient at the address set forth at the beginning of this Lease, or at such other address as Tenant shall designate by written notice. All notices shall be deemed received two days after mailing (except in the case of notices delivered by overnight courier service, in which case, the notice shall be deemed received the next day after mailing).

21. Default of Landlord; Limitation of Landlord's Liability. [REDACTED] shall be deemed to be in default hereunder if [REDACTED] and [REDACTED] of such default in [REDACTED] or [REDACTED] as it reasonably necessary to cure the default, provided that [REDACTED] commenced to cure within said thirty day period and diligently thereafter prosecutes such cure. In the event of a default by Landlord under this Lease, not cured within any applicable time period, Tenant agrees to look solely to Landlord's interest in the premises for recovery of any amount that may be adjudicated to be due to Tenant, as well as any insurance proceeds that may be available to satisfy Tenant's claim.

22. Miscellaneous. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Lease, nor in any way affect this Lease. Tenant agrees and covenants not to record this Lease, but each party agrees, at the request of the other, to enter into a mutually satisfactory Memorandum of Lease in recordable form. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstance 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. This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and there are no understandings or agreements between Landlord and Tenant with respect to said subject matter which are not contained herein. This Lease cannot be amended except by written

instrument executed by Landlord and Tenant. Landlord and Tenant each covenant to the other that (i) each has the power and capacity to execute this Lease and any documents associated therewith; (ii) that the execution and delivery of this Lease and any documents associated therewith has been duly authorized by appropriate entity actions; (iii) the person or persons executing this Lease is/are the duly authorized officer, trustee or agent therefor; and (iv) this Lease, upon such execution and delivery, shall constitute its valid and binding obligation. This Lease shall be governed by the laws of the State of Maine.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

[remainder of page left blank intentionally—signatures begin on next page]

WITNESS

BEH REDEVELOPMENT LLC, Landlord

Ellen Melnick

By: Richard Bero
Its Member
Print name:

MAINE MEDICAL CENTER, Tenant

Joy Haeman

By: John E. Bero
Name: John E. Bero
Title: Treasurer

O:\MAS\05180 Berman\Maine Med\Lease 25 Ellsworth_sign.doc