

LEASE

THIS Lease, dated this 28 day of March, 2017 by and between **164 Realty, Inc.**, a Maine limited liability company with a mailing address of 4 Milk Street, Suite 103, Portland, Maine 04101 (hereinafter called "**Lessor**") and Liberty Bay Recovery Center, LLC, with a mailing address of 835 Forest Avenue, Portland, Maine 04103 (hereinafter called "**Lessee**").

WITNESSETH

ARTICLE 1. PREMISES

The Lessor does hereby rent and lease to the Lessee and the Lessee does hereby rent and lease from the Lessor the building and its improvements (hereinafter called the "Building"), together with the land located at 343 Forest Avenue, Portland, Maine, (hereinafter called "Premises"), together with the right of ingress and egress to the Premises through designated areas and under conditions approved by the Lessor. Additionally the Lessee shall have the right to use the parking located on Bank Street on the Preble Street extension side. This parking is currently under lease with the City of Portland (copy attached hereto and incorporated herein as Exhibit A). For all purposes of this Lease, the Premises shall be deemed to contain a total of +/- 24,000 square feet of floor area.

ARTICLE 2. TERM

(a) This Lease shall be fully executed not later than March 28, 2017 ("Execution Date"). Prior to the full execution of this Lease, the Lessee shall deposit with the Lessor the sum of \$15,000.00 ("Deposit").

(b) From the Execution Date, the Lessee shall have until April 28, 2017 to: perform inspections of the Premises and to notify the Lessor in writing of any Building defects with the HVAC, roof, suppression system, electrical, plumbing and elevator ("Building Defects"); and obtain general building and use licenses and permits. The Lessee shall have no right to make any alterations, additions or improvements to the Premises prior to the Possession Date.

(c) In the event that the Lessee notifies the Lessor of Building Defects pursuant to this Article, the Lessor shall have five (5) business days to notify Lessee in writing of whether it intends to correct such Building Defects.

(i) In the event that the Lessor does not elect to correct the Building Defects at Lessee's option, this Lease shall be of no force and effect upon Lessor's notification to the Lessee. The Lessor shall refund Lessee's Deposit with its notification.

(ii) In the event that the Lessor does elect to correct the Building Defects, the Lease shall take effect upon Lessor's notification of the same to the Lessee, and the Lessee may take

possession of the Premises (“Effective Date and Possession Date”). The Deposit shall then become the Security Deposit held pursuant to Article 33. Upon notification to the Lessee, the Lessor shall promptly commence and complete its repairs.

(iii) Notwithstanding anything to the contrary contained elsewhere herein, in the event that Lessee fails to notify the Lessor of any Defects in writing by April 28, 2017, the Effective Date and Possession Date of this Lease shall be April 28, 2017. The Deposit shall then become the Security Deposit held pursuant to Article 33.

The Term of this Lease shall be for Ten (10) years commencing on the Base Rent Commencement Date which is October 1, 2017, and unless sooner terminated as herein provided, shall extend through and expire on September 30, 2027.

(d) In the event that Lessee is not able to secure its general building and use licenses and permits by April 28, 2017, Lessee shall have the right to terminate this Lease upon written notice to Lessor on or before said date.

ARTICLE. RENT

Upon the Base Rent Commencement Date, the Lessee hereby agrees and covenants to pay to the Lessor as rental for the Premises, in advance, on the first day of each month during the term hereof, the "base rent" of:

Time Period	Annual	Monthly
10/01/17-09/30/18	\$180,000.00	\$15,000.00
10/01/18-09/30/19	\$192,000.00	\$16,000.00
10/01/19-09/30/20	\$204,000.00	\$17,000.00
10/01/20-09/30/21	\$218,400.00	\$18,200.00
10/01/21-09/30/22	\$235,200.00	\$19,600.00
10/01/22-09/30/23	\$242,256.00	\$20,188.00
10/01/23-09/30/24	\$249,523.68	\$20,793.64
10/01/24-09/30/25	\$257,009.39	\$21,417.45
10/01/25-09/30/26	\$264,719.67	\$22,059.97
10/01/26-09/30/27	\$272,661.26	\$22,721.77

Said rent to be prorated for portions of the calendar month at the beginning and end of said term, and to be paid to Lessor at its offices at 4 Milk Street, Suite 103, Portland, Maine 04101, or at such other place as Lessor shall designate in writing to the Lessee in the manner provided herein. Said rental shall be paid promptly, without notice or demand, and without set-off or deduction of any kind.

All sums due under this Lease other than Base Rent shall be Additional Rent, and shall be due and payable by Lessee within thirty (30) days of Lessor's invoice unless otherwise specified herein. If Lessee does not pay Base Rent, Additional Rent, or any other sums when due under this Lease, in addition to any other remedies it may have, the Lessor, in its sole discretion, may charge, a late charge for each month or part thereof that Lessee fails to pay after the due date. The late charge shall be equal to four percent (4.0%) of the total amount due to Lessor.

ARTICLES 4. PERMITTED USES

a) Lessee shall use and occupy the Premises for the following described purposes and for none other: State licensed drug and alcohol rehabilitation center that includes overnight residence, food preparation, medical care, and counselling services; clinical space; office space; storage space; all other lawful uses.

b) The Premises shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises or on the Building.

ARTICLE 5. ACCEPTANCE OF PREMISES; REPAIRS; ALTERATIONS

The Lessee, by taking possession of the Premises, shall accept and shall be held to have accepted same as suitable for the use intended by the Lessee, except for Lessor's obligation to repair Building Defects identified by Lessee (if any). Further, the Lessee shall accept the Premises in its "AS IS" condition with no work of any kind to be performed by the Lessor, except for Lessor's obligation to repair Building Defects identified by Lessee (if any). The Lessee shall make no structural alterations in, or additions to, the Premises, without first obtaining, in writing, the Lessor's consent for such alterations or additions (which consent shall not be unreasonably withheld, conditioned or delayed), which such alterations or additions shall be at the sole cost and expense of the Lessee. In connection therewith, Lessee shall contract with licensed (if applicable) and adequately insured professionals only, and shall comply with all applicable rules, regulations, laws, or orders of any governmental authority, or any rules or conditions reasonably established by Lessor or Lessor's insurance carrier.

The Lessee intends to make initial improvements to the Premises within six (6) months of full execution of this Lease (Lessee's Improvements), which Lessee's Improvements, the Lessor has approved and consented to. The Lessor agrees to provide to Lessee, an Improvement Allowance ("Improvement Allowance") of up to \$100,000.00 for Lessee's Improvements within the six (6) month period. The Improvement Allowance must be requested by the Lessee within the first twelve (12) months of this Lease and shall be paid by the Lessor within thirty (30) days of: completion of Lessee's Improvements and Lessee's submittal to Lessor of paid receipts and lien waivers from all contractors. Specifically excluded from the Improvement Allowance are costs that would normally constitute Lessee's personal property such as Lessee's furniture, equipment and other personal

property. Lessee's Improvements shall remain the possession of the Lessor and shall be delivered up by Lessee upon expiration or earlier termination of this Lease in good condition, wear and tear and damage by casualty only excepted.

ARTICLE 6. MAINTENANCE

a). Lessee's Obligations. Lessee acknowledges by entry thereupon that, except for Lessor's obligation to repair Building Defects identified by Lessee (if any), the Leased Premises are in good and satisfactory order, repair and condition and without any representations on the part of the Lessor or its agents as to the present or future condition of said Premises. Lessee shall, at its own expense, keep, maintain and repair (including all work of every kind necessary to comply with all local, state and federal regulations and ordinances), the entire interior of the Premises, including but not limited to: life safety systems; sprinkler systems; elevator; heating and air conditioning systems (including at least biannual service); plumbing systems and fixtures; electrical systems and fixtures including ballasts and bulbs; all windows and doors whether interior or exterior including all glass, hinges and door closures; in as good order, repair and condition as the same are in upon Lessee's possession, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable wear only excepted. Lessee shall supply Lessor with proof of Lessee's compliance with the terms of this Article within ten (10) days of Lessor's request for records. In the event that Lessee fails to comply with the terms of this Article, the Lessor shall have the right, but not the obligation, to perform such work on behalf of the Lessee and to charge Lessee all associated costs therefore, including reasonable administrative fees. In that event, Lessee shall reimburse Lessor within thirty (30) days of Lessor's invoice.

Lessee shall arrange and pay for its janitorial, rubbish removal, and any necessary pest control.

Lessee shall, at its own expense, promptly undertake all security measures that may be necessary for the proper protection and perseverance of the Premises.

b). Lessor's Obligations. Subject to reimbursement by the Lessee under Article 17, the Lessor shall perform all structural, and all exterior Building and grounds repairs and maintenance including but not limited to: snow plowing and ice treatment to the parking area and sidewalk; grounds maintenance; landscaping; repairs to all structural components, and all exterior areas of the Building, including the foundation, walls and roof; repairs to area lighting; parking lot repairs and striping.

Notwithstanding the foregoing, the Lessee shall, within eighteen (18) months of Lease Commencement, repair and resurface the parking area leased from the City of Portland as shown on Exhibit A ("Lessee's Work"). Lessee's Work shall be performed by professional and adequately insured contractors. Upon completion of Lessee's Work and submittal to Lessor of paid receipts and lien waivers, the Lessor shall reimburse the Lessee its actual out

of pocket costs of up to \$20,000.00 within thirty (30) days. In no event however, shall Lessor be obligated to reimburse Lessee after the date which is twenty-four (24) months after Lease Commencement.

Lessee shall make commercially reasonable efforts to promptly report to Lessor any defective condition known to him which the Lessor is required to repair, and the failure to so report such known conditions shall make the Lessee responsible for damages resulting from such defective condition.

ARTICLE 7. ASSIGNMENT

Lessee shall not, without the prior written consent of Lessor (which consent shall not be unreasonably withheld, conditioned or delayed), assign this Lease, or any interest thereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Lessee. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only on the prior written consent of the Lessor. Subtenants or assignees shall be liable to the Lessor for all obligations of the Lessee hereunder. Provided however, that notwithstanding such consent at any given time, the Lessee shall remain as fully liable hereunder as if no subletting had taken place. Any profit from such assignment or sublet shall accrue to the Lessor. Provided further, that Lessor, prior to such subletting, shall have the right to require that all (or any portion) of the Premises which Lessee proposes to sublease or as to which Lessee proposes to assign this Lease (if the subtenant or assignee is not an entity controlled by the same interest which controls Lessee) be surrendered to Lessor for the term of the proposed sublease or assignment in consideration of the appropriate pro-rata adjustment of, or cancellation of, the Lessee's obligations hereunder.

ARTICLE 8. TERMINATION NOT TO AFFECT LIABILITY FOR RENT

No termination of this Lease, prior to the normal ending thereof, by lapse of time or otherwise, shall affect Lessor's right to collect rent for the period prior to the termination thereof.

ARTICLE 9. SIGNS

Upon the prior consent of the Lessor which shall not be unreasonably withheld, conditioned or delayed, the Lessee may, at its sole cost and expense, place signage on or about the Premises and Building. All signage shall be in compliance with all applicable code requirements, and shall be kept in good order and appearance at all times.

ARTICLE 10. REMOVAL OF FIXTURES

Lessee may (if not in default hereunder), prior to the expiration of this Lease or any extension thereof, remove all fixtures and equipment which it has placed in the Premises, provided that Lessee repairs all damages to the Premises caused by such removal.

ARTICLE 11. ATTORNEYS' FEES

If Lessee defaults and any rent owing under this Lease is collected by or through an Attorney at Law, Lessee agrees to pay all reasonable attorneys' fees and related costs of collection.

ARTICLE 12. LOSS OF PERSONAL PROPERTY

Lessee agrees that all personal property brought into the Premises shall be at the risk of the Lessee only and that the Lessor shall not be liable for theft thereof or any damage thereto for any reason, unless the same arises from or is related to Lessor's default hereunder or the negligent acts or omissions of Lessor or its employees or agents. Lessee agrees to indemnify and save harmless Lessor against all claims for damages to persons to property by reason of the use or occupancy or the lease Premises, and all expenses incurred by Lessor on account thereof, including reasonable attorneys' fees and court costs, unless the same arises from or is related to Lessor's default hereunder or the negligent acts or omissions of Lessor or its employees or agents. Lessee further shall be liable for and shall hold Lessor harmless in connection with damage or injury to Lessor, the Premises, the Building and property if due to an act of neglect of Lessee, its patrons, employees or invitees.

ARTICLE 13. COMPLY WITH LAWS

Lessee agrees to promptly observe and comply with, and shall instruct its employees and patrons to observe and comply with, all present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County and Municipal authorities applicable to the Lessee's use and occupancy of the Premises. Lessee agrees to exonerate, save harmless, protect, and indemnify Lessor from any and all losses, claims, suits, actions, penalties, liabilities and costs arising out to Lessee's failure to comply with this Article.

Lessee shall be solely responsible at its own cost for obtaining all necessary licenses and permits (including Certificate of Occupancy) for the conduct of its business, and shall provide Lessor with copies of all such documents upon Lessor's request.

ARTICLE 14. DUTY TO KEEP PREMISES IN GOOD ORDER

Lessee hereby covenants and agrees to keep the Premises in as good order, repair and condition as the same are in as of the commencement of the term hereof, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable wear and tear excepted; and at the termination hereof, to peaceably yield up said Premises and all additions, alterations and improvements thereto in such good order, repair and condition, leaving the premises clean, neat and tenantable. If Lessor, in writing, permits Lessee to leave any such goods and chattels in the Premises, and the Lessee does so, Lessee shall have no further claims and rights in such goods and chattels as against the Lessor or those claiming by, through or under the Lessor. Lessee further agrees to keep the Premises in a clean and sanitary condition free from debris and trash, flammable material and other objectionable matter.

ARTICLE 15. ENTIRE AGREEMENT HEREIN

This Lease contains the entire agreement of the parties, and no representations, inducements, promises or agreements between the parties not embodied herein shall be of any force or effect.

ARTICLE 16. REMEDIES CUMULATIVE; NON-WAIVER

No remedy herein or otherwise conferred upon or reserved to Lessor or Lessee shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity; and every power and remedy given by this Lease may be exercised from time to time as often as occasion may arise or as may be deemed expedient. No delay or omission of Lessor to exercise any right or power arising from any default on the part of Lessee shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein. The acceptance of rent by Lessor, with knowledge of a default by Lessee hereunder, shall not constitute a waiver of such default.

ARTICLE 17. ADDITIONAL RENT

In addition to the Base Rent provided in Article 3 hereunder, upon the Rent Commencement Date, Lessee shall also pay its prorata share of any and all non-capital operating costs associated with the Premises for the operation, maintenance and repair of the Building and its appurtenances and all exterior areas, including, but not limited to: real estate taxes, insurance, management fees at rates customary for the area (currently 5% of Base Rent), landscaping and grounds maintenance, snow and ice treatment and removal, parking lot and parking lot lighting maintenance and repairs, etc. Lessee's prorata share is **100%**.

Notwithstanding anything to the contrary, in an effort to control expenses the Lessee may solicit bids for grounds maintenance and snow removal services from contractors, and in the event such contracts are reasonably acceptable to Lessor then, at Lessee's request, Lessor shall use such contractors at the Premises. Said contractors must provide coverage of Lessor's required insurances and agree to Lessor's performance terms and conditions.

Lessee shall make monthly estimated payments to Lessor, as additional rent for Lessee's share of real estate taxes and operating expenses for the then current year. Said estimated monthly payments are due without offset or deduction on or before the first of each month, and shall be equal to one-twelfth (1/12) of Lessee's annualized share of Lessor's projected real estate taxes and operating expenses for the current year. After the end of each calendar year, the Lessor shall provide to Lessee an accounting of the calendar year's actual expenses and the Lessee shall pay within 30 days of its receipt of such reconciliation to Lessor, as Additional Rent, any amounts due based on the difference between its share of actual expenses and the total of its estimated payments. If a credit is due to Lessee for such difference, Lessor shall within 30 days, pay such difference to Lessee or at its discretion, may apply such credit against the

estimated payments due for the then current year. Amounts for any partial calendar year under the Lease will be prorated based on the duration of that calendar year at the beginning and end of the Lease term. Along with such annual reconciliation, Lessee's estimated monthly payment of Additional Rent shall be adjusted to reflect Lessee's pro rata share of Lessor's reasonable estimated cost projections for the upcoming year, which estimated monthly amount shall then be due on the first of each month from Lessee as Additional Rent until the following annual reconciliation is completed. Upon Rent Commencement Lessee's monthly estimated amount due for Operating Expenses is \$4,375.00 / month and for Taxes is \$3,900.00 per month.

In the event Lessor is required to pay any taxing authority in any amounts as sales taxes, gross receipt taxes, or any tax of like nature, specifically measured as a percentage of, or fraction of, or other factor based upon the rent payable hereunder (whether in lieu of, or in addition to, real estate taxes) then such amount shall be treated as real estate taxes hereunder. Additionally, in the event Lessor is required to pay to any taxing authority any amounts as income taxes which are in lieu of real estate taxes, then such amount shall be treated as real estate taxes hereunder; provided however that this sentence shall not be interpreted as meaning that Lessee have any responsibility to pay, in part or in whole, any of (or any increases in) Lessor's income taxes to any taxing authority except as the same are assessed and levied in lieu of real estate taxes.

ARTICLE 18. LESSEE'S OBLIGATIONS

Lessee covenants and agrees as follows:

- 1) To pay, when due, all rents and other charges set forth herein.
- 2) Not to place a load upon any floor of the Premises in excess of 50 pounds live load per square foot or in violation of what is allowed by law.
- 3) That, without limitation of any other provision herein, the Lessor and its employees shall not be liable for any injuries to any person or damages to property, due to the Building or any part thereof or any appurtenance thereof, becoming out of repair or due to the happening of any accident in or about the Building or the Premises. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, water, steam, gas or odors in any form, or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters or other fixtures; and to damage caused to fixtures, furniture, equipment and the like, situation in the Premises, whether owned by the Lessee or others. Provided, however, that Lessor shall be liable for its negligence and the negligence of its employees to the extent that the liability of the Lessor is insured by virtue of a commercial general liability insurance policy, which the Lessor agrees to maintain on the Premises.
- 4) To permit Lessor or its agents to examine the Premises at reasonable times and if Lessor shall so elect, to make any repairs or additions Lessor may deem necessary.
- 5) To permit Lessor to show the Premises at reasonable times to prospective purchasers,

mortgagees and to prospective lessees of the Building.

6) To permit Lessor at any time or times to make such repairs, alterations, additions, improvements, structural or otherwise, in or to said Building or any part thereof, and during such operations to take into and through said Premises or any part of the Building all materials required and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities; Lessor agreeing, however, that it will carry out such work in a manner which will cause minimum inconvenience and interference to the business of the Lessee.

7) Not to permit any employee of the Lessee to violate any covenant or obligation of Lessee hereunder.

8) Not to suffer or permit any lien of any nature or description to be placed against the Building, the Premises, or any portion thereof, and, in the case of any such lien attaching by reason of the conduct of the Lessee, to immediately pay and remove the same. This provision shall not be interpreted as meaning that the Lessee has any authority or power to permit any lien of any nature or description to attach to or be placed upon the Lessor's title or interest in the Building, the Premises, or any portion thereof.

9) To keep the Premises equipped with all safety appliances required by law or public authority because of the use and occupancy of the Lessee of the Premises.

10) To use electric current in such manner as not to overload the Building's wiring installation and not to use any electrical equipment which, in Lessor's opinion, reasonably exercised, will overload such installation.

11) As of the Possession Date, Lessee shall directly pay for all utilities and services for the Premises including but not limited to water and sewer; city storm water charges; electricity; gas; oil; cable; telephone; and all other utilities or services used or consumed on the Premises whether by separate meter; sub-meter; or its pro-rata share. The Lessor shall have no obligation to provide any additional (or any upgrade to existing) utility or services for the Premises beyond what exists at the time of Lessor's Possession. In the event that Lessee wishes to upgrade or provide additional utilities or services for the Premises, Lessee may at Lessee's sole cost, risk and expense, and upon the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 19. EXCULPATION OF PERSONAL LIABILITY

It is agreed that the Lessor hereunder, nor any person having a beneficial interest in the Premises or the Building, shall not be personally liable under this Agreement in any way whatsoever to the Lessee, and the Lessee shall be entitled to make claim for any liability it is alleged to have suffered only against the Lessor's property. Furthermore, if Lessor or any successor in interest of Lessor shall be a mortgagee in possession, or an individual, joint venture, trust, tenancy

in common, corporation or partnership, general or limited, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of such mortgagee in possession, or such individual or on the part of the stockholders of such corporation or the members of such partnership or joint venture or the beneficiaries of such trust with respect to any of the terms, covenants and conditions of this Lease, and Lessee shall look solely to the equity of Lessor, or such successor in interest, in the estate of Lessor in the Premises for the satisfaction of each and every remedy of Lessee in the event of any breach by Lessor, or by such successor in interest, of any of the terms, covenants and conditions of this Lease to be performed by Lessor; such exculpation of personal liability to be absolute and without any exception whatsoever.

ARTICLE 20. SELF-HELP BY LESSOR

If the Lessee shall at any time breach or default in the performance of any of the obligations of Lessee under this Lease, Lessor shall have the right to enter upon the Premises and to perform such obligation of the Lessee, including the payment of money and the performance of any other act. All sums paid by the Lessor and all necessary incidental costs and expenses in connection therewith shall be deemed to be additional rent under this Lease and shall be payable to Lessor immediately upon demand.

ARTICLE 21. LESSOR'S RIGHTS

Lessor may, without limitation of anything elsewhere herein contained:

- a) Reasonably designate, restrict and control all sources from which Lessee may obtain maintenance services for the Premises and any service in or to the Building.
- b) Retain and use, in appropriate instances, keys to all doors within and into the Premises. No locks shall be changed by Lessee without the prior written consent of the Lessor.
- d) Enter upon the Premises and exercise any and all of Lessor's rights without being deemed guilty of any eviction or disturbance of Lessee's use or possession, and without being liable in any manner to Lessee.
- e) Establish such reasonable rules and regulations for the conduct and operation of the Premises and the building as are not inconsistent with the express terms of this Lease. Such rules and regulations shall be in writing and shall be furnished to the Lessee when promulgated, and from time to time, as amended.
- f) Change the arrangement and/or location of public entrances, doorways, doors, passageways, corridors, elevators, toilets, stairs, or other public parts of the Building, with prior notice to Lessee.

**ARTICLE 22. SUBORDINATION;
MORTGAGEE'S RIGHTS; ESTOPPEL**

CERTIFICATES

a) Lessee agrees, at the request of Lessor, to subordinate this Lease to any mortgage or mortgages placed upon the Premises by Lessor and, if required by the mortgagee or mortgagees, to agree not to prepay rent more than ten (10) days in advance, provided the holder of any such mortgage or mortgages shall agree that, in the event such holder takes possession of the Premises or forecloses such mortgage or takes a deed in lieu of foreclosure, Lessee shall continue its occupancy of the Premises in accordance with the terms and provisions of this Lease, so long as Lessee shall then recognize such holder as Lessor hereunder and continue to pay the rent when due and otherwise punctually perform all Lessee's obligations hereunder. Lessee agrees that it will upon request of the Lessor, execute, acknowledge and deliver any and all instruments necessary or desirable by Lessor to give effect to, or notice of, such subordination. Any such instrument shall be expressly binding upon the successors and assigns of Lessee and of any such mortgagee, and upon anyone purchasing at a foreclosure sale.

b) Lessor and Lessee agree, at any time and from time to time, upon not less than ten (10) business days' prior written request by the other, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that to the knowledge of such party no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), and the dates to which the rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon, the Premises.

ARTICLE 23. DAMAGE TO PROPERTY; EMINENT DOMAIN

If said Premises or Building, or any substantial part thereof, shall be taken by any exercise of the right of eminent domain or shall be destroyed or damaged by fire or unavoidable casualty or by action of any public or other authority, or shall suffer any direct consequential damage for which Lessee and Lessor, or either of them, shall be entitled to compensation by reason of anything done in pursuance of any public or other authority during this Lease or any extension thereof, then this Lease shall terminate at the election of Lessor or Lessee, and if Lessor or Lessee shall not so elect, then in case of such taking, destruction or damage rendering the Premises unfit for use and occupation, a just proportion of said rent, according to the nature and extent of the injury, shall be abated until the Premises, or in the case of a partial taking, what may remain thereof, shall have been put in proper condition for use and occupation. Lessor reserves and accepts all rights to damages to said Premises and Building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other authority; and by way of confirmation, Lessee grants to Lessor all Lessee's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as Lessor may from time to time

request. Lessor shall give Lessee notice of its decision to terminate this Lease or restore said Premises within ninety (90) days after any occurrence giving rise to Lessor's right to so terminate or restore.

ARTICLE 24. DEFAULT AND BANKRUPTCY

In the event that:

- a). The Lessee 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). The Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within twenty (20) days after written notice thereof or such longer period of time as may be required to cure such default, as long as Lessee is diligently proceeding to cure; or
- c). The leasehold hereby created shall be taken upon execution, or by other process of law; or
- d). Any assignment shall be made of Lessee'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 or take charge of all or any part of Lessee's property, or petition is filed by Lessee 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), Lessor shall be entitled to all remedies available to Lessor at law and equity, including without limitation, the remedy of forcible entry and detainer, and Lessor lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the Lessee, or enter into and upon the leased premises or any part thereof in the name of the whole and repossesses the same as of its former estate, and expel Lessee 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 but all of Lessor's rights and remedies shall survive such termination. Upon any such termination of the Lease, Lessee shall quit and peacefully surrender the leased premises to Lessor, and Lessor, upon or at any such termination, may without further notice, enter upon the leased premises and repossess itself thereof, by force, summary proceedings or otherwise, and may dispossess Lessee and remove Lessee and all other persons and property from the leased premises without being liable to prosecution therefor, and may have, hold and enjoy the leased

premises and the rights to receive all rental income of an form the same. No such termination of this Lease, or such proceedings, abandonment or vacancy, shall relieve Lessee of its liability and obligations under this Lease, whether or not the leased premises shall be relet, and Lessee covenants and agrees, in the event of any such expiration or termination of this Lease, or summary proceedings, abandonment or vacancy, to remain liable to Lessor as follows:

(1) Lessee shall remain liable to Lessor all overdue Rent, additional rent charges and other charges, including reasonable attorneys' fees, payable under the Lease; and in addition,

(2) The Lessor may accelerate and immediately declare due by Lessee upon termination of this Lease, as liquidated damages, an amount equal to the discounted net present value (at the then Federal Reserve Bank discount rate) of the total of Rent, additional rent and any other payments by Lessee called for hereunder for the remainder of the term minus the fair market rental value of the Premises for such period, taking into account the age of the Building and the use, quality and location of the Premises, as well as a reasonable vacancy period prior to re-occupancy.

Lessor agrees that it shall use reasonable efforts to mitigate its damages following any termination of this Lease on account of the default of Lessee, provided any proceeds received from a reletting shall be net of Lessor's reasonable expenses during the remainder of such term in connection with any reletting of the leased premises, including reasonable attorneys' fees, brokerage commissions, and costs of preparing the leased premises for reletting. Lessee submits to the jurisdiction of the Courts of the State of Maine and of any federal court located within the State of Maine in connection with any suit or proceeding arising out of this Lease. Lessor shall be entitled to recover from Lessee, on demand, all costs of collection under and enforcement of this Lease, including reasonable attorneys' fees.

ARTICLE 25. CAPTIONS

The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease, nor the intent of any provision hereof.

ARTICLE 26. LESSOR'S RIGHT TO SELL

Intentionally Deleted.

ARTICLE 27. JOINT AND SEVERAL LIABILITY

If Lessee is more than one person or party, Lessee's obligations shall be joint and several. Unless repugnant to the context, "Lessor" and "Lessee" mean the person or persons, natural or corporate, named above as Lessor and Lessee respectively, and their respective heirs, executors,

administrators, successors and assigns.

ARTICLE 28. INDEMNIFICATION AND LIABILITY INSURANCE

Lessee will defend and, except to the extent caused by the gross negligence or willful misconduct of Lessor, will indemnify Lessor and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, and in connection with the occupancy or use by Lessee of the leased premises or any part of Lessor's property or the Building and occasioned wholly or in part by any act or omission of Lessee, its contractors, subcontractors, subtenants, invitees, licensees or concessionaires, or its or their respective agents, servants or employees (collectively, the "Lessee's Parties"). The defaulting party shall also pay the non-defaulting party's expenses, including reasonable attorneys' fees, incurred by the non-defaulting party in enforcing any obligation, covenant or agreement of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the Lessor, its employees, agents nor management company shall be liable for, and Lessee hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by Lessee or any person claiming through Lessee, including all Lessee's Parties, due to the Building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to any act or neglect of any employee or visitor of Lessee, unless caused by the gross negligence or willful misconduct of the Lessor. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the Lessee or others. Provided, however, that Lessor shall be liable for its negligence and the negligence of its employees and agents to the extent that the liability of the Lessor is insured by virtue of a commercial general liability insurance policy, which Lessor agrees to maintain on the Premises. Lessor agrees it shall maintain casualty insurance insuring the Property excluding Lessee's personal property subject to Lessee's reimbursement under Article 17.

Lessee shall procure and maintain, upon the Possession Date and during the term of this Lease, comprehensive general liability insurance in the name of the Lessor and Lessee, with limits of not less than \$1,000,000.00 for injury or death to any one person and not less than \$3,000,000.00 for injuries or deaths arising out of any one occurrence with deductibles of not more than more than \$5,000.00 per occurrence. Copies of such policies, together with evidence of payment of premiums, shall be furnished to the Lessor, promptly upon request. If the term of this Lease (including any renewal options) exceeds five (5) years, the aforesaid limits may, after the fifth lease year, be revised by the Lessor to then commercially standard limits.

ARTICLE 29. FIRE INSURANCE

It is acknowledged and understood by the parties hereto that such insurance for fire and extended coverage as Lessor elects to purchase shall be for the sole benefit of the Lessor, and that such insurance shall not cover Lessee's personal property, trade fixtures, leasehold improvements and other appurtenances, and that in the event of damage to or loss of any such items, Lessor shall have no obligation to repair or replace same. Lessor and Lessee hereby release and waive all right of recovery against each other or any one claiming through or under each of them by way of subrogation or otherwise and arising out of any loss by fire or other similar casualty.

ARTICLE 30. LEASE NOT TO BE RECORDED

Lessor and Lessee agree that this Lease shall not be recorded. Lessor and Lessee shall enter into a memorandum of lease in recordable form, but is shall not be recorded without Lessor's prior consent.

ARTICLE 31. SEVERABILITY

If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 32. NOTICE

Any notice required to be given by the terms hereof shall be deemed duly served if delivered by hand or sent by certified mail, return receipt requested, through the United States Postal Service; if to Lessee, at said Premises after the term of this Lease has commenced and prior thereto at 835 Forest Avenue, Portland, Maine 04103; or to the Lessor at the place from time to time established for the payment of rent in accordance with Article 3 hereof, or to either party at such place as may, from time to time, be established in the manner aforesaid.

ARTICLE 33. FIRST MONTH'S RENT & SECURITY DEPOSIT

The Lessee shall, upon the Effective Date of this Lease deposit with the Lessor the sum of \$24,275.00 to be applied towards the first month's Base Rent, and Additional Rent of Operating Expenses and Real Estate Taxes. Additionally, the Lessee shall, upon execution of this Lease, deposit with the Lessor the sum of \$15,000.00 to be held by the Lessor as security for the full and faithful performance by the Lessee of all of the terms, covenants and conditions of this Lease, and will be returned to the Lessee provided the Lessee has vacated the Premises and has otherwise fully and faithfully carried out all of the said covenants, terms, and conditions on Lessee's part to be performed hereunder. No interest will be paid on said deposits.

ARTICLE 34. BROKER'S COMMISSION


Lessee warrants and represents to Lessor that it has not dealt with any broker, finder or similar person concerning the leasing of the Premises other than SVN The Urbanek Group (“Broker”) and in the event of any brokerage claim against Lessor predicated upon dealings with Lessee other than by Broker, Lessee agrees to defend the same and indemnify Lessor against any such claim. Lessor agrees to pay the Broker its commission by separate agreement which commission shall be paid upon Base Rent commencement.

ARTICLE 35. OPTIONS

Provided that the Lessee is not then in default beyond any applicable grace period, of any of the terms and conditions of the Lease, the Lessee may, at its option, exercise by written notice to Lessor given not less than twelve (12) months prior to the end of the then current term, extend this Lease for Two (2) consecutive periods of Five (5) years each, under the same terms and conditions except Base Rent which shall increase each year by 3% over the preceding lease year.

ARTICLE 36. LESSEE’S RIGHT TO TERMINATE

Lessee shall have the right to terminate this Lease upon twelve (12) months prior written notice in the event that insurance reimbursement policies are changed to the extent that Lessee’s business is no longer viable.



ARTICLE 36. LESSEE’S RIGHT TO PURCHASE

Purchase Option: Commencing at the beginning of the sixth year of the initial Lease term, the Lessee shall have the option to purchase the Premises for the price of \$1.4 million (1,400,000.00) upon twelve (12) months prior written notice to Lessor (the “Option”). Receipt of such written notice by Lessor from Lessee shall cause the Option to be binding on Lessor and Lessee. Within sixty (60) days after exercise of such Option, the parties shall enter in to a Purchase and Sale Agreement on the conditions as herein contained and as otherwise may be customary. Said Right to Purchase shall be void in the event of that Lessee is in default of any of the terms and conditions of this Lease up and to the Purchase closing date.

ARTICLE 37. LESSEE’S RIGHT OF FIRST OFFER TO PURCHASE

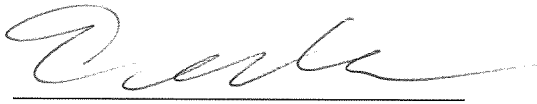
During either of the renewal terms of this Lease, should Landlord decide to sell the Property, Lessee shall have the right of First Offer. Lessee shall have thirty (30) days after Landlord’s notice to negotiate a mutually agreeable purchase and sale agreement. Thereafter Lessor shall be free to sell the Property to any third party.

ARTICLE 38. MEMORANDUM OF LEASE

Upon request of Lessee, Lessor shall promptly execute and deliver a recordable form of a

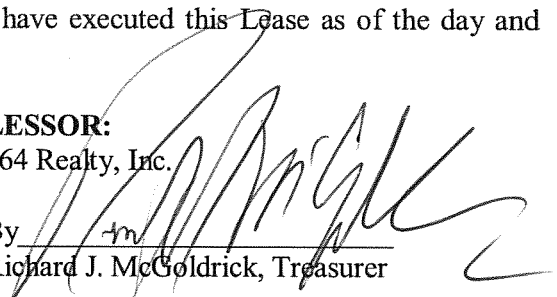
memorandum of this Lease in accordance with 33 M.R.S.A. §201, and Lessee may record said memorandum in the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and date first written above.



A handwritten signature in cursive script, appearing to read 'R. J. McGoldrick', written over a horizontal line.

LESSOR:
164 Realty, Inc.

By  Richard J. McGoldrick, Treasurer



A handwritten signature in cursive script, appearing to read 'E. J. ...', written over a horizontal line.

LESSEE:
Liberty Bay Recovery Center, LLC

By  Duly Authorized

EXHIBIT A

PVP.LSE.KOS.2
01.03.92

LEASE AGREEMENT BY AND BETWEEN
CITY OF PORTLAND
AND
PORTLAND VENTURE PARTNERS

This Lease Agreement is made this 9th day of January, 1992, by and between the CITY OF PORTLAND, a body politic and corporate, located in the County of Cumberland, State of Maine (hereinafter "CITY") and PORTLAND VENTURE PARTNERS, a Maine Partnership, located in the County of Cumberland, State of Maine (hereinafter "PVP").

In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, CITY and PVP hereby agree as follows:

Section 1. Granting of Leasehold

CITY does hereby lease and let to PVP, and PVP does hereby lease of and from CITY, upon the terms and conditions set forth herein, the following Premises situated, lying and being in the City of Portland, County of Cumberland, State of Maine described in Exhibit A, attached hereto and incorporated by reference herein.

Section 2. Term

The Term of this Lease Agreement shall be fifty (50) years beginning on the date of execution hereof and ending on the same date fifty (50) years thereafter, unless sooner terminated by CITY or PVP.

Section 3. Rent

(a) PVP covenants and agrees to pay CITY for use of the Premises without offset or deduction and without previous demand therefor, the sum of One Thousand Dollars (\$1,000.00) per year. Said yearly sum shall be due and payable as of the first day of each year of the term.

(b) PVP shall pay to CITY a single payment of Five Thousand Dollars (\$5,000.00) upon execution of this Lease Agreement. Said payment shall be used by CITY to improve the park land owned by CITY in the vicinity of Bank Road and the leased Premises.

Section 4. Net Lease

All amounts payable hereunder shall be net to CITY and all costs, expenses, and obligations relating to the Premises shall be paid by PVP.

Section 5. Use of Premises

(a) The Premises shall be used as parking spaces for tenants of the building located at 343 Forest Avenue, during the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday. At all other hours the Premises shall remain available to the general public for parking.

(b) PVP shall not charge any fee for the use of the Premises during the term hereof.

(c) At the sole expense of PVP, the Premises shall be properly graded, paved, drained and maintained as a parking area, which improvements shall include, without limitation, placement of a guardrail. Prior to commencement of said improvements, PVP shall obtain, at its own cost and expense, all required approvals and permits. In addition, said guardrail placement and improvements shall be subject to the approval of the Director of Parks and Public Works.

Section 6. Taxes and Utility Expenses

(a) Throughout the term, in addition to the rent herein provided, PVP shall pay and discharge punctually as and when the same shall become due and payable on account of Premises all taxes, special and general assessments; water rents, rates and charges; sewer rents, rates and charges; charges for gas, hot water, electricity, light and power or other services furnished to Premises; and other governmental charges of every kind and nature.

(b) PVP shall have the right to contest or review any and all of said taxes and charges by legal proceeding, or in such other manner as it deems suitable. Said contest or review, if instituted, shall be conducted promptly at the cost and expense of PVP, at no expense to CITY, and if required by law, in the name of and with the cooperation of CITY.

Commercial Prop.

Section 7. Repairs and Maintenance

(a) At its sole expense, PVP shall keep the Premises in good order and repair during the entire term.

(b) PVP shall be responsible for snow plowing and snow removal from the Premises.

Section 8. Insurance, Indemnity

(a) PVP shall obtain and maintain throughout the term of this Lease Agreement at its sole cost and expense, Public Liability Insurance in the amount of not less than Three Hundred Thousand Dollars (\$300,000) Combined Single Limit, or such other amount as may be set forth as the limit of municipal liability by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as it may be amended from time to time.

(b) To the fullest extent permitted by law, PVP shall, at its own expense, defend, indemnify and hold harmless CITY, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses or judgments, just or unjust, including reasonable attorney's fees, arising from property damage or personal injury to anyone resulting from the use of the Premises due to any act or omission of PVP, its officers, employees, agents, servants, tenants or persons in privity with PVP. PVP shall, at its own cost and expense defend any and all suits or actions, just or unjust which may be brought against the CITY or which the CITY may be impleaded with others upon any such above-mentioned matter claim or claims, including claims of contractors, employees, laborers, materialmen and supplies. CITY shall have the right to participate in such suits or actions in its sole discretion and at its own expense and such suit or action shall be settled without prior consent of the CITY. The extent of this provision shall not be limited by any requirement of insurance contained herein. This obligation of indemnity and defense shall not be construed to negate or abridge any other right to indemnification or contribution running to the CITY which would otherwise exist.

Section 9. Subletting and Assignment

PVP shall not sublet the Premises or assign this Lease Agreement or the Premises without the prior written approval of the City of Portland.

Section 10. Default by PVP

(a) If PVP causes or permits the Premises to be used or operated in violation of this Lease Agreement, this Lease Agreement shall immediately and without notice be null and void and the Premises shall revert to the possession of CITY or its successor in interest.

(b) Events of Default

PVP shall be in default hereunder if any of the following events occur during the term:

1. PVP fails to pay any amount or installment of rent or other sum specified herein;
2. PVP fails to observe or perform any covenant, agreement or obligation of this Lease Agreement;
3. There shall occur the dissolution of PVP or PVP shall file any petition or institute any proceedings under the United States Bankruptcy Code, as it may be amended from time to time, or any state or federal act dealing with or relating to the subject of bankruptcy or insolvency as it may be amended from time to time; or any involuntary petition in bankruptcy is filed against PVP and the same is not discharged or stayed within thirty (30) days from such filing or any other petition or proceedings of a similar kind; or a receiver of the assets of PVP shall be appointed by any court except a receiver appointed at the request of CITY; or PVP shall make any assignment general or otherwise, for the benefit of PVP's creditors, except for the extent such assignment is to CITY.
4. PVP shall substantially abandon or vacate Premises.

(c) Remedy for Default

1. If PVP is in default under Section 10(b) of this Lease Agreement, CITY shall give reasonable notice of said default and a reasonable opportunity to cure.
2. In the event PVP fails or refuses to cure said default within a reasonable time of said notice, CITY may proceed to cure PVP's default immediately. CITY may thereafter deliver receipts and records reflecting the costs of cure, which costs shall constitute additional rent. PVP shall pay said additional rent within sixty

(60) days of receipt of said bill if said steps and costs of cure are reasonable.

3. In the event PVP fails or refuses to cure such default within a reasonable time of said notice, CITY may take whatever action at law or in equity, may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of PVP under this Lease Agreement.

4. General Provision

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expeditious, and the exercise of any one right or remedy shall not impair the right of CITY to any or all of the remedies.

Section 11. Termination and Expiration of Term

As of termination of PVP's tenancy for any reason or expiration of PVP's tenancy, the Premises in its entirety including the improvements thereon shall immediately vest as property of CITY or any lawful successor of CITY.

Section 12. Notices

Every notice, demand, request, approval, consent, or other communication authorized or required by this Lease Agreement shall be in writing and shall be deemed to have been properly given when delivered in hand or sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

If to CITY, to the attention of the City Manager, City of Portland, 389 Congress Street, Portland, ME 04101, with copy to Director of Economic Development;

If to PVP, Richard McGoldrick and Michael F. Mastronardi, 100 Silver Street, Portland, ME 04101 or such other persons or addresses as such party may designate by notice given from time to time in accordance with this Section 12. The rent payable by PVP hereunder shall be paid to CITY at the same place where a notice to CITY is herein required to be directed.

Section 13. Governing Law

This Lease Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maine.

Section 14. No Merger

The fee title of the Premises, and the leasehold estate granted by this Lease Agreement shall not merge, but shall always remain separate and distinct notwithstanding the union of said estates either in PVP or in a third party by purchase or otherwise.

Section 15. Partial Invalidity

If any term, covenant, condition, or provision of this Lease Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 16. Short Form Lease

The parties shall at any time, at the request of either one, or any mortgagee, promptly execute an instrument, or instruments, in recordable form, which constitutes a short form of Lease setting forth a description of the Premises, the Term, and any other portions thereof, excepting the rental provisions, as either party may request or as may be required by any applicable law, ordinance, or governmental rule or regulation.

Section 17. Entire Agreement

This Lease Agreement (including exhibits hereto) expresses the entire understanding and all agreements of CITY and PVP with each other, and neither CITY nor PVP has made or shall be bound by any agreement with or any representation to the other which is not expressly set forth in this Lease Agreement (including the exhibits hereto). This Lease Agreement (including the exhibits hereto) may be modified only by an agreement in writing signed by CITY and PVP.

Section 18. Parties

Except as herein otherwise expressly provided, the covenants, conditions, and agreements contained in this Lease Agreement shall bind and inure to the benefit of CITY and PVP and their respective successors and assigns.

Section 19. Waivers

Failure of CITY or PVP 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 by said party of its rights hereunder. No waiver by CITY or PVP at any time, express or implied, of any breach of any provision of this Lease Agreement shall be deemed a waiver or a breach of any other provision of this Lease Agreement or a consent to any subsequent breach of the same or any other provision.

Section 20. Right to Enter, Inspect and Repair

CITY by its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right but not the duty to enter upon and in the Premises without charge for the following purposes:

(a) Inspection. To inspect the Premises to determine whether PVP has complied and is complying with the terms and conditions of this Lease Agreement.

(b) Maintenance. To perform maintenance and make repairs in any case where PVP has failed to carry out its obligation to do so. In that event, PVP shall promptly upon demand reimburse CITY for the reasonable cost of CITY's performing PVP's maintenance or repair obligation as Additional Rental.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Lease Agreement to be signed in its corporate name and sealed with its corporate seal by Robert B. Ganley, its City Manager, thereunto duly authorized, and PORTLAND VENTURE PARTNERS, has caused this Lease Agreement to be signed by Richard McGoldrick and Michael F. Mastronardi, its General Partners,

thereunto duly authorized, as of the day and date first set forth above.

WITNESS:

CITY OF PORTLAND

Virginia S. Kane

By: Robert B. Ganley
Robert B. Ganley
Its City Manager

STATE OF MAINE
CUMBERLAND, ss.

Dated:

Personally appeared the above-named Robert B. Ganley, City Manager of said City of Portland, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the City of Portland.

Before me,
Virginia S. Kane
Notary Public/Attorney at Law
VIRGINIA S. KANE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MAY 2, 1997

WITNESS:

Jane E. Plourde

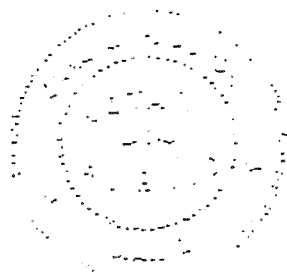
By: Richard McGoldrick
Richard McGoldrick
General Partner
PORTLAND VENTURE PARTNERS

STATE OF MAINE
CUMBERLAND, ss.

Dated: 1/9/92

Personally appeared the above-named Richard McGoldrick, General Partner of Portland Venture Partners, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Portland Venture Partners

Before me,
Jane E. Plourde
Notary Public/Attorney at Law
JANE E. PLOURDE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JULY 13, 1993



PVP.LSE.KOS.2
01.03.92

WITNESS:

Jane E. Plourde By: [Signature]

~~PORTLAND VENTURE PARTNERS~~

[Signature]
Michael F. Mastronardi
General Partner

STATE OF MAINE
CUMBERLAND, ss.

Dated: 1/9/91

Personally appeared the above-named Michael F. Mastronardi, General Partner of Portland Venture Partners, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Portland Venture Partners

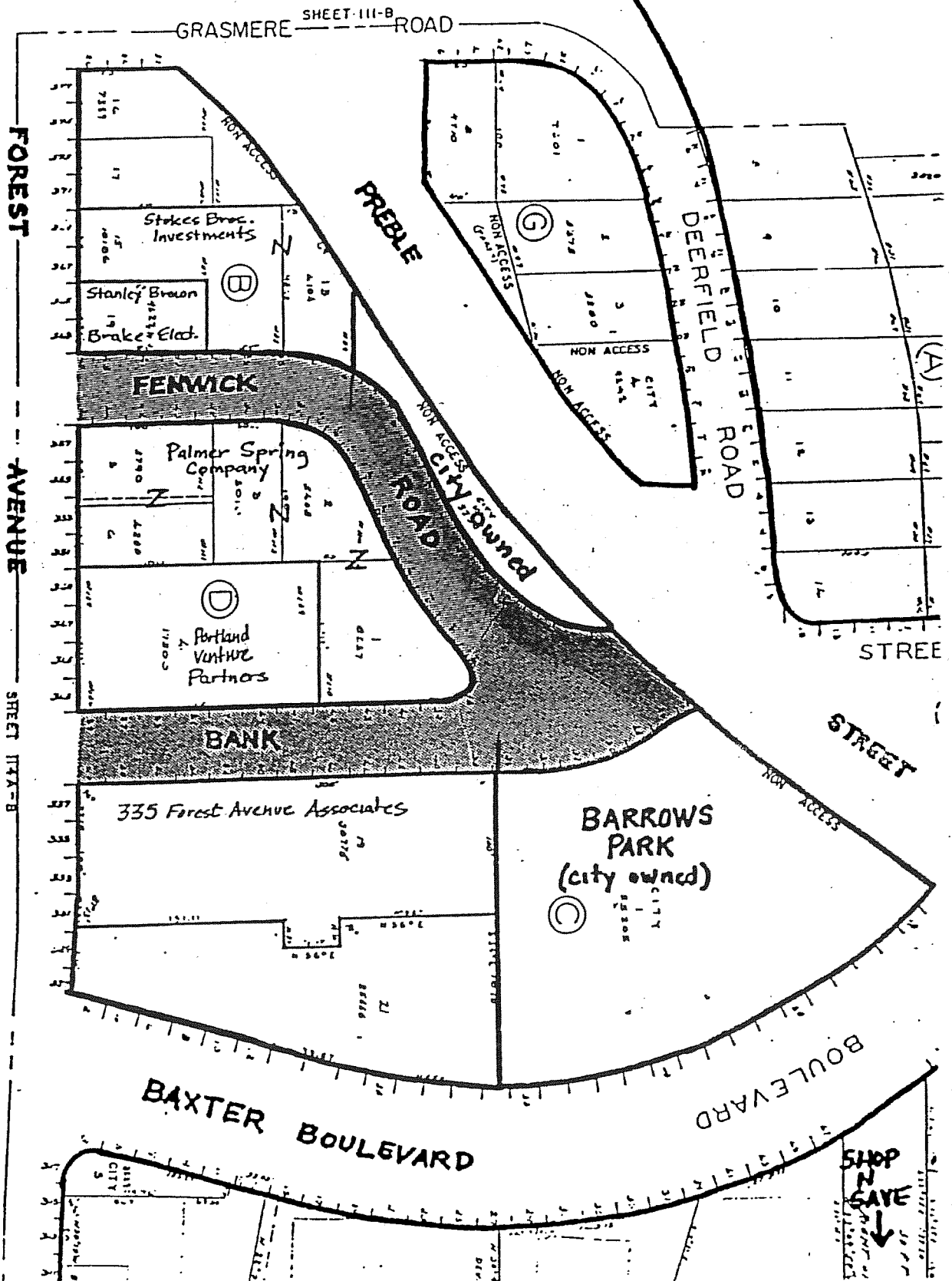
Before me,

Jane E. Plourde
Notary Public/Attorney at Law

JANE E. FLOURDE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JULY 13, 1993



Area proposed for discontinuance

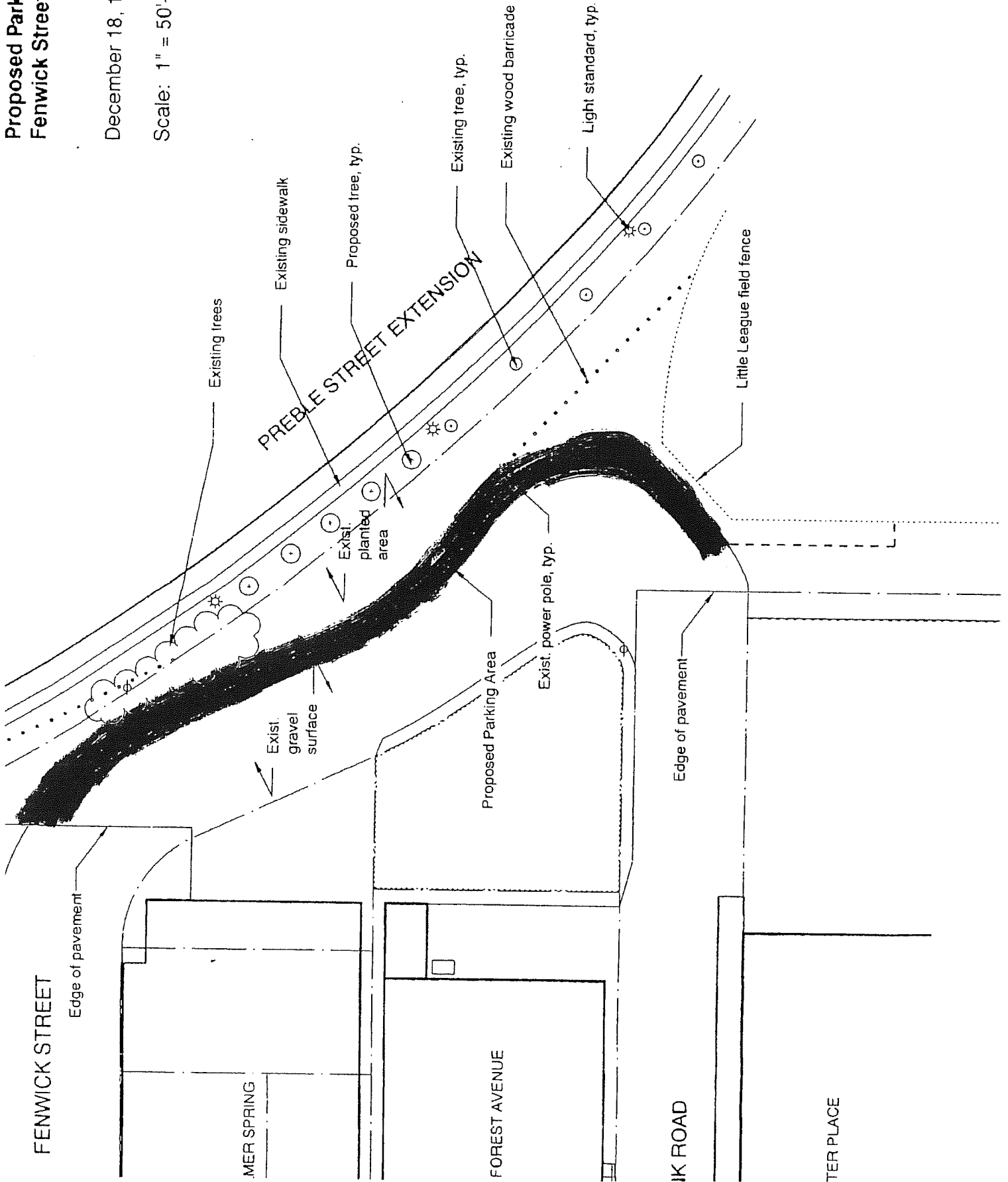


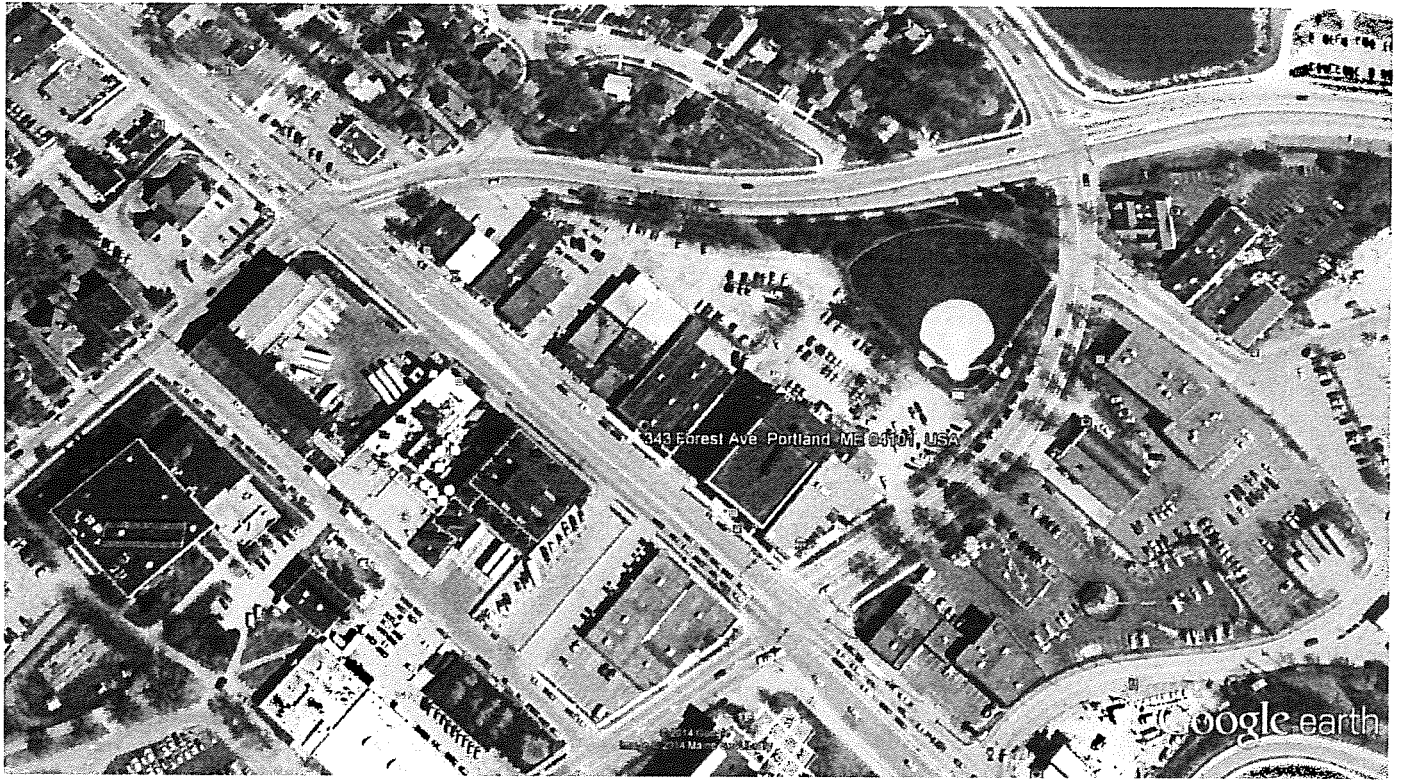
SHOP N SAVE
↓

Proposed Parking Layout - Fenwick Street & Bank Road

December 18, 1991

Scale: 1" = 50'-0"





Google earth

