

GROUND LEASE AGREEMENT

March THIS GROUND LEASE AGREEMENT is made and entered into this 8 day of *March* by and between **CHABOT STREET, LLC**, with a principal place of business at 100 Silver Street, Portland, Maine 04101, hereinafter called "Landlord" and **INFINITY FEDERAL CREDIT UNION** with a principal place of business at 202 Larrabee Road, Westbrook, Maine 04092, hereinafter called "Tenant".

PREMISES

1. In consideration of the mutual covenants herein contained and of good, lawful and valuable considerations moving to and received by each of the parties to be bound hereby, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, those certain premises (hereinafter called the "Premises") that consists of the ground area comprising the condominium unit at 27-29 Baxter Boulevard, Portland, Maine (together with all improvements erected thereon), having a building footprint of +/- 6,795 sf, together with the allocation of Limited Common Element ground area surrounding such building condominium unit as shown as "29 Baxter Boulevard" on the Condominium Plat of Baxter Boulevard Condominium attached hereto as Exhibit A, sufficient to allow the development of a building of approximately 3,500 sf, with a drive thru teller and drive thru ATM, (the "Building") and with not less than 12 parking spaces for the exclusive use of the Tenant. The paved area to the rear of the condominium parcel shall be subject to the right of passage of other users of the adjoining condominium units within the Baxter Boulevard Condominium. If requested by Tenant, Landlord shall provide its best efforts to arrange for the lease of up to 5 additional parking spaces on adjoining property that Tenant may lease at market rates.

- (a) The parties agree that following Tenant's Planning Board approval, as described in Section 2(b), and upon the installation of the foundation for Tenant's Building, the Declaration for the Baxter Boulevard Condominium shall be amended by Landlord, and a new condominium plat will be created, both of which shall be recorded in the Cumberland County Registry of Deeds, and shall each reflect the new condominium unit boundaries, which shall consist of the footprint of Tenant's Building to be constructed, and the drive through area and drive through lanes, with the limited common element area consisting of the area surrounding the unit, to the limit of the limited common element area shown on Exhibit A, and together with any other changes to be made to the existing plat and Declaration to the extent necessary to conform with the terms of this Lease and the Tenant's development of the Premises.

TENANT'S RIGHT TO TERMINATE THIS LEASE

2. Notwithstanding anything to the contrary contained elsewhere herein, the Tenant shall have the right to terminate this Lease if the following conditions are not met to Tenant's satisfaction within the respective time periods set forth below, as such time periods may be extended by written mutual agreement of the Parties:

- (a) Prior to April 14, 2016 the Tenant shall have completed all of Tenant's due diligence on the Premises and shall have determined that the development of the Premises for Tenant's intended use is not prohibited, restricted or limited by any law, ordinance, regulation, deed

or other covenants or restrictions, or by any physical circumstances. Tenant's due diligence under this subparagraph may include without limitation, a survey of the Premises, environmental testing, feasibility studies, market studies, geotechnical studies, and such other inspections or investigations as Tenant may elect to perform on the Premises, all of which shall disclose a set of facts acceptable to Tenant. Landlord consents to Tenant and its agents entering onto the Premises as necessary in order to perform such due diligence. Tenant shall have the right, upon notice to Landlord, to extend the due diligence period by up to Sixty (60) days in the event that Tenant requires additional time to satisfy this contingency in order to complete environmental studies, feasibility studies or other due diligence investigations.

(b) Prior to July 31, 2016, the Tenant shall have obtained all necessary permits, approvals and any required zoning variances, modifications or revisions under applicable local, state and federal laws, ordinances and regulations in order to permit the development of the Premises for the purposes contemplated by Tenant, including without limitation, site plan approval from the Planning Board for the City of Portland, with all appeal periods having expired without any appeals having been filed. Tenant shall have the right, upon notice to Landlord, to extend the deadline in this subparagraph (b) by up to Sixty (60) days in order to permit the Tenant additional time to satisfy this contingency.

It is expressly understood and agreed that the Tenant shall not disturb, or make any alterations to, the existing land or building until such time as the Tenant has notified the Landlord that the above contingencies have been resolved to the Tenant's satisfaction, or, the Tenant shall have no further right to terminate the Lease in accordance with this Section.

TERM AND OPTIONS

3. This Lease shall be effective upon its full execution. The primary term of this Lease shall be for a period of Thirty (30) years commencing on the Rent Commencement Date as defined in Section 5 below (the "Commencement Date"). If the Commencement Date shall be a day other than the first of a month, then the period of time between the Commencement Date and the first day of the month next following shall be added to the term of this Lease. Following the determination of a Commencement Date, at the request of either Tenant or Landlord, the parties will promptly enter in to an agreement acknowledging the Commencement Date.

Option Periods: Provided that Tenant is not then in default beyond any applicable grace period, of any of the terms and conditions of the Lease, the Tenant may, at its option, exercise by written notice to Landlord given not less than twelve (12) months prior to the end of the then current term, extend this Lease for Three (3) consecutive periods of Ten (10) years each, under the same terms and conditions except that Base Rent shall be at the rates set forth in Section 6 below.

SECURITY DEPOSIT

4. None - Intentionally Deleted.

RENT COMMENCEMENT

5. Base Rent and the Additional Rent due under this Lease shall commence on the earlier of: a) the date that is 180 days after Tenant obtains all of its municipal approvals for the

construction of the Credit Union Branch Building, b) Nine (9) months after the date of full Lease execution, c) but in no event later than December 1, 2016 ("Rent Commencement Date").

BASE RENT

6. Tenant agrees to pay Landlord Base Rent for the Term on the first day of each month, commencing on the Rent Commencement Date, without offset, deduction or demand as follows:

Years	Annual	Per Month
1-5	\$ 40,000.00	\$ 3,333.33
6-10	\$ 44,800.00	\$ 3,733.33
11-15	\$ 50,176.00	\$ 4,181.33
16-20	\$ 56,197.12	\$ 4,683.09
21-25	\$ 62,940.77	\$ 5,245.06
26-30	\$ 70,493.67	\$ 5,874.47

Base Rent will continue to increase by 12% on every fifth anniversary of the Rent Commencement Date for each Five (5) year period during any Option Period (if applicable), and shall be due and payable on the first day of each month without offset, deduction or demand.

Said rent to be paid to Landlord at is offices at 100 Silver Street, Portland, Maine 04101, or at such other place as Landlord shall designate in writing to the Tenant in the manner provided herein.

If Tenant does not pay Base Rent, and Additional Rents or other fees and charges within ten (10) days of when due pursuant to the terms of this Lease, than Landlord, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge of 10% for each month or part thereof that Tenant fails to pay the amount due after the due date.

All sums of money or charges of any kind or nature payable by Tenant to Landlord pursuant to this Lease, other than Base Rent, are hereinafter defined as "Additional Rent", and except as otherwise set forth herein, are due within thirty (30) days after Tenant's receipt of an invoice therefore.

USE

7. Tenant shall use the Demised Premises for the construction and operation of a credit union or bank branch with drive thru ATM and teller only, and for no other purpose without the Landlord's prior written consent which consent shall not be unreasonably withheld. The Premises shall be continuously occupied throughout the Term (other than during periods of repair or restoration following any casualty), and will not be vacated or abandoned. Further, the Tenant shall not use the Demised Premises in such manner as to violate any applicable law, rule, ordinance or regulation of any governmental body.

NO HAZARDOUS MATERIALS

8. Tenant agrees it shall not cause or permit to occur any violation of any federal, state or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions

on, under or about the Demised Premises, including but not limited to soil and groundwater conditions. It is further agreed Tenant shall not permit the unlawful use, generation, release, manufacture, refining, production, processing, storage, or disposal of any hazardous substances on, under or about the Demised Premises or the unlawful transportation to or from the Demised Premises of any hazardous substance.

**ADDITIONAL RENT / OPERATING EXPENSES/ THIS IS AN ABSOLUTE NET
LEASE**

9. (a) All sums due to the Landlord under this Lease shall be Additional Rent and due and payable to the Landlord, unless otherwise state herein, within Thirty (30) days of Landlord's billing to Tenant.

(b) To provide uniformity with the adjoining condominium unit, the Landlord agrees to perform the exterior grounds maintenance to include but not be limited to: maintaining the grounds in good, clean condition and appearance, snow and ice treatment and removal, landscaping, paving (including repaving) crack sealing, striping, and routine grounds maintenance.

(c) The Tenant is responsible for all operating costs or cost of any kind for the Premises. In addition to the Base Rent provided in Section 6 hereunder, Tenant agrees to pay in monthly estimated installments on the first of each month, as Additional Rent, its prorata share of the costs of all grounds maintenance outlined in Section 9(b); storm water charges (unless separately assessed against the Building or condominium unit, in which case such charges shall be paid directly by Tenant), and assessments (both general and special), or governmental charges levied or assessed against the Limited Common Elements or any part thereof to the extent not included in the tax assessment payable by Tenant on the Building or condominium unit; Landlord's cost of liability insurance and Landlord's costs of management at the rate customary for the Portland Maine area, currently 5% of Base Rent.

(d) The Tenant shall pay its share of the Real Estate Taxes, if accessed separately from the taxes upon the Building or the condominium unit. Landlord and Tenant agree to request that the City of Portland assess the Premises as a condominium, with the assessment for the Building, the limited common element shown on Exhibit A, and the unit's allocable share of the common elements being assessed as one unit and payable by Tenant during the term of this Lease. In the event that the Building is assessed by the City separately from the land area or limited common elements allocated to the Premises, the Tenant shall pay the Building Real Estate Taxes in its name directly.

For the first year the monthly estimated charges will be \$1,281.00 per month for the Operating expenses set forth in (c) above (other than real estate taxes) and \$239.00 per month for real estate taxes on the parking area, until or until assessed separately on the Building to Tenant. These monthly charges shall be adjusted annually, and any difference in the actual costs of each expense over estimated amounts paid shall be billed to the Tenant as Additional Rent, which bill shall be due and payable within thirty (30) days. Any overpayment by the Tenant shall be credited to the Tenant within thirty (30) days.

Tenant shall also pay, (directly to the authority if separately assessed) and prior to delinquency, all taxes levied upon the Building, fixtures, furnishings, equipment and all other property (personal or otherwise) belonging to Tenant and placed in or on the Premises by Tenant.

REAL ESTATE TAXES

10. The term Real Estate Taxes shall mean all taxes, assessments and betterments levied, assessed or imposed at any time by any governmental authority upon or against the Premises, and on any buildings or other improvements therein or thereon.

Taxes in Lieu of or in Addition to Real Estate Taxes. If, at any time during the Term hereof, the present system of ad valorem taxation of real property shall be changed so that in lieu of, or in addition to, the whole or any part thereof there shall be assessed on Landlord a capital levy or other tax on the basic rentals, percentage rentals, and/or additional rentals, (the "Gross Rents") received with respect to the Premises, or if there shall be assessed on Landlord a federal, state, county, municipal, or other local income, franchise, excise or similar tax, assessment, levy or charge measured by or based, in whole or in part, upon any such Gross Rents, then any and all of such taxes, assessments, levies or charges, to the extent that the same would be payable if the Premises were the only property of Landlord subject to same, and if the income from the Premises were the only taxable income of the Landlord during the years in question, shall be deemed to be included within the term "real estate taxes".

Abatement Proceedings. Tenant may prosecute appropriate proceedings for abatement or reduction of any Real Estate Taxes with respect to which Tenant is required to make payments as hereinbefore provided, and Tenant agrees to save Landlord harmless for all costs and expenses incurred on account of such proceedings. Landlord, without obligating itself to incur any costs or expenses in connection with such proceedings, shall cooperate with Tenant with respect to such proceedings so far as reasonably necessary. Any abatement or reduction effected by such proceedings shall accrue to the benefit of Tenant and Landlord according to their respective contributions to the Real Estate Taxes involved in any such proceedings.

UTILITIES

11. The Landlord makes no representation of the existing utilities and the Tenant is responsible for the installation, maintenance and repair of any/all utilities or services for the Premises. Prior to starting its construction the Tenant shall place accounts for all utilities and / or services to the Premises in its name directly. All utility lines located on the Premises shall be installed wholly underground, except for hydrants, standpipes, meters, control valves and other similar equipment customarily required to be located above ground. The Landlord shall not be responsible to the Tenant for the interruption of any utility or services for any reason.

TENANT'S WORK/ IMPROVEMENTS / CONSTRUCTION

12. The Tenant, by taking possession of the Premises, shall accept and shall be held to have accepted same as suitable for the use intended by the Tenant. The Tenant shall accept the Demised Premises in its "as is" condition with no work of any kind to be performed by the Landlord. The Tenant shall be responsible for the demolition and disposal of the existing building on the Premises, at Tenant's expense. As the Landlord currently stores files and other personal items in the existing building, the Tenant will give the Landlord 30 days' notice prior to its demolition. Tenant shall construct and install a one-story free standing Credit Union Branch building containing +/- 2,750 square feet to +/- 3,500 square feet (the "Building"), with a drive thru teller

and drive thru ATM, suitable for operation of the business of the Tenant, and Tenant shall perform the site development which shall include any and all related structures, utility connections, fixtures, equipment, parking facilities, driveways, sidewalks, lighting standards and other improvements on the Premises (the "Site Development"). The Building, landscaping, and Site Development will be constructed or installed by (or on behalf of) the Tenant (as approved by the Planning Board by the City of Portland, and as required by the City of Portland, including providing any performance guaranty as may be required by the City of Portland), and in accordance with the drawings (the "Drawings") to be attached hereto as Exhibit B attached hereto and incorporated herein. In the event that the Drawings are not available at the time of the signing of this Lease, the Landlord and Tenant shall meet to agree upon the Drawings and shall subsequently attach them to this Lease. At any time prior to completion of construction of the Building pursuant to the Drawings, Tenant may make structural or non-structural changes to the Building without the consent of the Landlord provided, however, that Tenant shall obtain Landlord's written consent before making or permitting structural changes to the Building that could reasonably be expected to cause a potential reduction in the fair market value of the Building. At any time prior to completion of the landscaping or Site Development, the Tenant may make changes thereto after it first obtains the consent of the Landlord. In addition, Tenant, in order to prepare the Premises for the performance of its business, may install such trade fixtures, floor coverings, interior lighting and plumbing fixtures as are necessary for Tenant's use without submitting plans and specifications for such work to Landlord and without obtaining Landlord's written approval and consent for such items and in addition the Tenant may install the signs referred to in, and pursuant to, Section 19 of this Lease. The construction of the Building, the drive thru teller and ATM, the performance of the Site Development and landscaping, and all items referred to in this Section 12 are collectively referred to as the "Tenant's Work".

PROSECUTION OF TENANT'S WORK

13. Tenant, at its expense shall promptly cause Tenant's Work to be commenced as after obtaining the permits and approvals, etc. outlined in Section 2(b) and shall carry out the same to completion at Tenant's expense with reasonable due diligence, in good and workmanlike manner and in compliance with all applicable governmental requirements.

COMPLIANCE WITH REQUIREMENTS

14. Tenant, at its expense, shall cause the Premises and the use and occupancy thereof to comply at all times, in all material respects, with (i) all present and future laws, ordinances, rules, regulations, orders and other requirements of all governmental authorities having jurisdiction over the Premises and (ii) all present and future requirements of any applicable Board of Fire Underwriters or other body exercising similar functions from time to time and all provisions of all insurance policies required to be maintained by Tenant under this Lease.

MAINTENANCE; REPAIRS; AND ALTERATIONS

15. (a) The Tenant shall, at its expense, except as otherwise set forth in Section 9, cause the Premises to be put, kept and maintained in good, safe and lawful order and condition and shall cause all repairs and replacements to be made as necessary to put, keep and maintain the Premises, Building all improvements in good order, condition, appearance, and repair, at all times. The Tenant shall be responsible for its own rubbish handling and disposal.

(b) Subsequent to the completion of the Tenant's Work, the Tenant shall have the right, at Tenant's option and its expense, to make or permit alterations of or to any or all portions of the Premises (whether interior or exterior and whether structural or non-structural) without notice to Landlord and without obtaining Landlord's approval or consent; provided, however, that Tenant shall obtain Landlord's written approval before making or permitting any structural alterations of or to the Premises that could reasonably be expected to cause a material reduction in the fair market value of the Premises.

LANDLORD'S WORK

16. None.

DUTIES UPON TERMINATION

17. Upon expiration or earlier termination of this Lease, (a) the Tenant will remove its trade fixtures, but Tenant will not be required to remove any floor or wall coverings or other elements of Tenant's Work; and (b) the Tenant will return the Building in broom clean and habitable condition. Tenant shall be authorized to remove all signage, its ATM machine, its security cameras and any other electronic equipment that is associated with the operation of the credit union or bank branch, but Tenant shall not remove any electronic equipment used for the operation of the Building.

LIENS

18. If any mechanic's, laborer's, materialman's, statutory or similar lien is filed or otherwise imposed on or against all or any part of the Premises or Landlord's interest therein by reason of any work, labor or services performed or claimed to have been performed at the Premises during the Term for the account of Tenant or any person claiming under Tenant or by reason of any materials furnished or claimed to have been furnished to the Premises during the Term for the account of Tenant or any person claiming under Tenant, then Tenant shall, at its expense and within Sixty (60) days after being given notice of the filing or imposition of that lien, cause that lien to be vacated or discharged by payment, deposit, bond, final order of a court of competent jurisdiction or otherwise. If such lien is not vacated or discharged as provided above, then in addition to Landlord's other rights and remedies under this Lease, Landlord shall be entitled to, at Landlord's option, discharge that lien in such manner as Landlord may select or to compel the prosecution of an action for the foreclosure of that lien by the lienor and to pay the amount of any resulting judgment, together with any related interest, costs and allowances. Tenant shall reimburse Landlord for any amount so paid by Landlord and all other expenses (including reasonable attorney's fees) incurred by Landlord to any third party in paying or otherwise discharging any such lien as provided above. Tenant shall make any such reimbursement promptly after Landlord has demanded that reimbursement.

SIGNAGE

19. Tenant, at its sole expense, shall have the right to install such signs as it may desire upon the Demised Premises, subject to the prior written approval of design and location by Landlord prior to installation, subject to any standards in use at the property and subject to any applicable laws, ordinances, regulations, codes and other governmental requirements and any requirements imposed by restrictive covenant or deed restriction of record at the time of this

lease commencement. Such approval shall not be unreasonably withheld or delayed. Tenant shall maintain all signage throughout the term of this Lease, in good order and appearance.

RIGHT OF ENTRY

20. Landlord or its agents shall have the right to enter upon the Premises during reasonable business hours upon 24 hours' prior notice to Tenant, provided that such entry shall not unreasonably interfere with the business of the Tenant, for the purposes of inspecting the same, and at any time, upon 24 hours' prior notice to Tenant, to show the Demises Premises to prospective purchasers, appraisers, mortgagees, etc. In the event of emergency, Landlord or its agents shall endeavor to give prior notice to Tenant in the event of entry by Landlord or its agents, but the inability or failure of Landlord to give such notice in the event of emergency shall not preclude entry by Landlord or its agents. Additionally, at any time within twelve (12) months prior to the expiration of the Lease, Landlord and its agents may enter upon 24 hours prior notice to show the Demised Premises to other prospective tenants and to affix to any part of the Premises a notice for letting or selling the Premises.

ASSIGNMENT AND SUBLETTING

21. Tenant shall not, without the prior written consent of the Landlord (which 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 Tenant. 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 Landlord. Notwithstanding the forgoing, the Tenant may assign the Lease during the initial term or any renewal term thereof to another state or federally chartered bank, credit union or financial institution licensed to do business in Maine, without the prior consent of the Landlord, provided that the Tenant shall provide prompt notice of such assignment to the Landlord, which notice shall include the balance sheet of the assignee. Subtenants or assignees shall be liable to the Landlord for all obligations of the Tenant hereunder. In the event of any sublet or assignment of the of the Lease, the Tenant shall at all times remain fully responsible and liable for compliance with all its obligations under the terms, provisions, and covenants of this Lease as if no assignment or subletting had taken place, except that if Tenant assigns to another bank, credit union or financial institution as permitted hereby without the requirement of Landlord's consent, Tenant shall be released from its obligations under this lease upon the assumption of this Lease by such Tenant, provided that such tenant is as creditworthy as Tenant based on its balance sheet. If for any assignment or subletting Tenant receives rent or other consideration in excess of the rent called for hereunder Tenant shall pay to Landlord as additional rent the full amount of the excess received by Tenant promptly after this receipt.

DAMAGE TO AND RESTORATION OF DEMISED PREMISES

22.1. Restoration. (a) In case of damage or destruction to Tenant's Building (including and improvements) by fire or otherwise, except as hereinafter expressly set forth in this Section this Lease shall not terminate nor shall there be any abatement or reduction in Base Rent, Additional Rent, or other charges payable by Tenant, nor shall the respective rights or obligations of Landlord and Tenant be affected in any way.

(b) After any such damage or destruction, Tenant shall promptly repair, restore, rebuild or replace Tenant's Building (including the Improvements and Site Development), and Tenant's fixtures and equipment to substantially the condition they were in immediately prior to such damage or destruction (collectively the "Repairs"), subject, however, to building and zoning laws then in existence. All proceeds of casualty insurance shall be made available to Tenant for purposes of the Repairs. Tenant shall use good faith and diligent efforts to settle with the insurer(s), as soon as reasonably possible, as to the amount of such proceeds. If the damage or destruction is not covered by insurance, or if the proceeds of the insurance shall not be released by the holder of any leasehold mortgage, then Tenant, at its option, shall have the right to demolish the destroyed or damaged Building and leave the Premises as a level, cleared development site and thereupon this Lease shall terminate without further liability to Tenant. It is understood that the Tenant shall maintain insurance coverage on the Building and its Improvements equal to their full replacement value.

22.2 Damage or Destruction at End of Term. Notwithstanding the prior provisions of this Section 22, if the Premises are damaged during the last year of the Term (provided that the Tenant has not exercised an Option to renew), to an extent equal to at least twenty-five percent (25%) of their full insurable value, then either Landlord or Tenant may terminate this Lease (as of the date of the occurrence of such damage or destruction) by notice to the other party given within thirty (30) days after the occurrence of such damage or destruction; provided however, in the event of any such termination, all available insurance proceeds shall be paid to, and retained by Landlord; and provided further, if this lease is not so terminated, Tenant shall proceed to make the Repairs in accordance with this Section 22. Nothing set forth herein shall limit or extinguish Tenant's Option to renew. If Tenant has time remaining to exercise its Option to renew at the time of such damage or destruction, then Tenant shall be entitled to exercise its Option to renew within the lesser of (a) sixty (60) days of the date of the occurrence of such damage or destruction; or (b) the time remaining to exercise such Option to renew, and upon exercising such Option to renew, Tenant shall make the Repairs as required herein.

EMINENT DOMAIN

23.1. Taking of Whole Demised Premises. In the event of any taking for any public or quasi-public use by exercise of the right of eminent domain (hereinafter called a "Taking") of the whole Premises, then this Lease and the Term hereof shall cease and expire as of the date of such Taking.

In the event of a partial taking of the Premises pursuant to which more than ten percent (10%) of the land area of the Premises is so taken, or if, as a result of a taking (i) the Premises are deprived of direct access to the public street and Tenant is unable to obtain alternative, fully approved and operational direct access within one hundred and twenty (120) days of the date of such loss of access, or (ii) the Premises are not reasonably usable for Tenant's business, Tenant shall have the right, but not the obligation, to terminate this Lease by giving written notice of such termination to Landlord on or prior to the date which is one hundred and twenty (120) days after the date upon which Tenant is deprived of such access or possession of the Premises. In the event that the Lease shall terminate or be terminated, the rent payable hereunder, if and when necessary, shall be adjusted to the day of the taking and neither party shall have any further rights or liabilities hereunder after such date, except for those items that are expressly to survive expiration or earlier termination hereunder.

INDEMNITY

24. Tenant covenants with Landlord and agrees to save Landlord harmless and to exonerate and indemnify Landlord from and against any and all claims, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority on account of injury, death, damage or loss to person or property arising out of the use or occupancy of the Demised Premises by Tenant or by any person claiming by, through or under Tenant (including, without limitation, all patrons, employees and customers of Tenant), or arising out of any delivery to or service supplied to the Demised Premises, or on account of or based upon anything whatsoever done on the Demised Premises, except if the same was caused by negligence, fault or misconduct of Landlord, its agents, servants or employees. In respect of all of the foregoing, Tenant shall indemnify Landlord from and against all costs, expenses (including reasonable attorneys' fees), and liabilities incurred in or in connection with any such claim, action or proceeding brought thereon; and, in case of any action or proceeding brought against Landlord and at Tenant's expense, shall resist or defend such action or proceeding. The Landlord and Tenant agree that to the extent that the Insurance coverage provided by Tenant is covering any claim for which indemnification is required under this Section 24, the Tenant's indemnification obligation shall be deemed covered to the extent of such insurance coverage and Tenant shall not be required to incur additional costs or to reimburse Landlord for any other costs or expenses, including reasonable attorney's fees.

INSURANCE

25.1 Casualty Insurance Requirements. From and after the date Tenant shall commence any work or construction on the Premises, including demolition of the existing building or Tenant's Building and improvements (collectively, the "Property") Tenant shall maintain fire insurance (with "special coverage" or "all risk" endorsements including "differences in condition, including flood and earthquake" and "change in the building code requirements" endorsements), in an amount not less than the full insurable replacement cost of the Property. (During construction or renovation of the Property, Tenant shall carry "builder's risk" insurance thereon, as necessary). Such insurance shall also include the following:

(i) Insurance against loss or damage from sprinklers and from leakage or explosion or cracking of boilers, pipes carrying steam or water, or both, pressure vessels or similar apparatus, in the so-called "broad form",

(ii) Insurance against such other hazards, and in such amounts as may from time to time be required by any mortgagee of the Property, provided that such insurance is customarily carried on property similar to the Property and used for similar purposes:

(iii) Rental interruption insurance under which Landlord is named, in an amount at least equal to the Base Rent and any Additional Rent payable hereunder for the twelve months following the period of coverage under the applicable policy; and,

(iv) Casualty insurance, with the usual extended coverage endorsements, covering all Tenant's furniture, furnishings, fixtures and equipment.

25.2 Liability Insurance Requirements. From and after the date Tenant shall enter upon the Property, Tenant shall maintain comprehensive general liability insurance, including bodily injury and property damage, on an occurrence basis and in the broadest form available (including, without limitation, broad form contractual liability, fire legal liability, independent contractor's hazard and completed operations coverage), in an amount which shall, at the beginning of the Term,

including any "umbrella" coverage, be not less than Three Million Dollars (\$3,000,000.00) per occurrence (combined single limit) and which from time to time during the Term, or any renewals of extensions thereof, for such higher limits, if any, as are customarily carried for similar properties, as reasonably determined by the Landlord.

25.3 General Insurance Provision. Tenant will also carry workers compensation insurance, in statutory amounts, covering all employees of Tenant on the Premises. Policies for insurance required under the provisions of this Section shall name Tenant as insured, and Landlord and any mortgagee of Landlord as additional insureds as their interests may appear, and shall be deposited with the holder of any such mortgage or with Landlord, as Landlord or any such mortgagee may elect. All policies shall be obtained from responsible companies qualified to do business and in good standing in the State of Maine, which companies and the amount of insurance allocated thereto shall be subject to Landlord's approval. Tenant agrees to furnish Landlord with certificates evidencing all insurance required hereunder prior to entry on the Premises and evidencing renewal thereof at least thirty (30) days prior to the expiration of any such policy. Each such policy shall be non-cancellable with respect to the interest of the Landlord and any such mortgagees without at least ten (10) days prior written notice thereto. In the event provision for any such insurance is to be by a blanket or master insurance policy, the policy shall allocate a specific and sufficient amount of coverage to the Property.

25.4 Waiver of Subrogation. Landlord and Tenant mutually agree that (insofar as and to the extent that such agreement may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine), with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof even though extra premium may result therefrom. In the event that an extra premium is payable by Tenant as a result of this provision, Landlord shall not be liable for reimbursement for such extra premium.

HOLDOVER

26. If the Tenant remains in the Demised Premises beyond the expiration of this Lease, such holding over shall be without right and shall not be deemed to create any tenancy, but the Tenant shall be a tenant at sufferance only and Landlord shall be entitled to collect, in addition to any other remedies or amounts due under the terms of this Lease, an amount equal to One and one half (1.5) times the Basic Rent as compensation for such holdover.

QUIET ENJOYMENT

27. Landlord warrants that it has the full right and authority to enter into and perform this Lease and to grant the estate herein demised, and covenant and agrees that at all times during the term of this Lease, including any extension thereof, when Tenant is not in default beyond any term provided herein for the curing of such default, Tenant's quiet and peaceful enjoyment of the Demised Premises and of all rights, easements, appurtenances and privileges belonging or otherwise appertaining thereto shall not be disturbed or interfered with by Landlord or any other person or entity.

DEFAULT OF TENANT

28. If Tenant shall neglect or fail to perform or observe any of the covenants herein contained, in the case of a default in the payment of any Basic Rent, Additional Rent or any amounts due pursuant to any Section herein for a period of Ten (10) days after written notice thereof that the same are due, or in the case of a default in any other covenant for a period of thirty (30) days after notice in writing from the Landlord, or if the estate hereby created shall be taken on execution or other process of law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if the Tenant files a petition in bankruptcy, is adjudicated insolvent, or bankrupt, petitions or applies to any tribunal for any receiver or trustee, commences any proceeding for any reorganization, arrangement, readjustment of debt, dissolution or liquidation, or if there is commenced against the Tenant any such proceeding which remains undismissed for a period of sixty (60) days, or if the Tenant, by any act, indicated its consent to, approval of, or acquiescence in, any such proceedings, or the appointment of any receiver or trustee, or suffers any such receivership or trustee, or suffers any such receivership or trusteeship, to continue undischarged for a period of sixty (60) days, or if Tenant shall fail to take possession of the Premises, or shall fail to open and operate the Premises for the conduct of Tenant's business for a period of greater than forty-five (45) days following completion of the Building and the issuance of a certificate of occupancy, then in any of the said cases the Landlord lawfully may, immediately or at any time thereafter (a) deliver a written notice of lease termination to Tenant and upon providing such written notice this lease shall be automatically terminated and Tenant shall forfeit possession of same to Landlord and (b) without demand or notice, enter into and upon the Demised Premises, or any part thereof, forcibly if necessary, and repossess the same as of the Landlord's former estate, and expel the Tenant and those claiming through or under the Tenant, and remove the effects of both or either (forcibly if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenant and, if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance to Tenant. Upon delivery of said written notice or upon entry as aforesaid, the Tenant's estate and this lease shall terminate and the Landlord, in addition to all other remedies which it may have at law or equity, shall have the remedies provided in Section 30 hereof. Any such termination of the Lease shall not relieve Tenant of its obligations under the Lease including the obligations to pay all amounts then due and all rent due for the term of this Lease. Tenant hereby waives and surrenders all rights and privileges which it might have under or by reason of any present or future law to redeem the Demised Premises or to have continuance of this lease for the Term hereby granted after being disposed of this Lease for the Term hereby granted after being disposed or ejected therefrom by process of law or under the terms of this Lease.

ASSIGNMENT TO TENANT'S MORTGAGEES & MORTGAGEES RIGHT TO CURE

29. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the absolute right, at any time and from time to time, to mortgage the leasehold interest in the Premises herein demised on such terms, conditions and maturity as Tenant shall determine, and to enter into any and all extensions, modifications, amendments, replacements(s), and refinancing(s) of any such leasehold mortgage as Tenant may desire. The Landlord agrees, when requested by Tenant, to subordinate its rights and interests, and the rights and interests of those claiming through Landlord (including its mortgagees), in the fee of the Premises and the Building and improvements thereon to the lien and conditions of any Leasehold Mortgage which now or may be granted by Tenant, and in connection therewith, to execute such recordable

instruments as may be requested for that purpose. If Tenant, or Tenant's successors or assigns, shall mortgage said leasehold interest then, as long as any such leasehold mortgage shall remain unsatisfied of record, the following provisions shall apply, notwithstanding anything to the contrary contained in this Lease, and any pertinent provisions of this Lease shall be deemed to be amended and modified to the extent necessary so as to provide as follows:

(a) There shall be no cancellation, surrender, acceptance of surrender, or modification of this Lease or attornment of any subtenant to Landlord without the leasehold mortgage holder's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) If the holder of any mortgage on the said leasehold interest shall register with Landlord his or its name and address in writing, Landlord, on serving on Tenant any notice of default or any other notice pursuant to the provisions of, or with respect to, this Lease, shall at the same time serve a duplicate counterpart of such notice on the holder of the then existing mortgage on this leasehold interest by Registered Mail, Return Receipt Requested, addressed to said holder at the address registered with Landlord.

(c) Such holder of the leasehold mortgage, in the event Tenant shall be in default hereunder, shall have the right, within the applicable cure period which is of the same duration as Tenant's commencing, however, upon the leasehold mortgage holder's actual receipt of a notice of default from Landlord, to remedy or cause to be remedied such default, and Landlord shall accept such performance by or at the instigation of such leasehold mortgage holder as if the same had been performed by Tenant. No default by Tenant in performing work required to be performed, acts to be done, or conditions to be remedied, shall be deemed to exist, if steps, in good faith, shall have been promptly commenced by Tenant or by said leasehold mortgage holder or by any other party, person or entity to rectify the same and prosecuted to completion with diligence and continuity within applicable cure periods as specified herein. Tenant constitutes and appoints the said leasehold mortgage holder Tenant's agent and attorney-in-fact with full power, in Tenant's name, place and stead, and at Tenant's cost and expense, to enter upon the Leased Premises and make repairs thereto, maintain the same, remove any violations of law, or of the rules or regulations of governing authorities and to otherwise perform any of Tenant's obligations according to the provisions of this Lease as to the care, maintenance, or preservation of the land, building(s) and improvements on the Leased Premises. Provided, that any right or power of leasehold mortgage holder to act on behalf of Tenant shall not be deemed an obligation of holder to so act.

(d) In the event this Lease is terminated before the natural expiration of the then current Lease, whether by summary dispossession proceedings, service of notice to terminate, or otherwise, due to Tenant's default, Landlord shall, by Registered Mail, Return Receipt Requested, serve on the holder of the then existing leasehold mortgage written notice of such termination, together with a statement of any and all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to Landlord. Such holder of the leasehold mortgage shall, upon payment of any amounts due under the Lease, thereupon have the option to obtain a new or direct lease in accordance with any of the following terms and conditions:

(i) On the written request of the holder of the said leasehold mortgage, within thirty (30) days after service of the aforementioned notice of termination, Landlord shall enter into a new or direct lease of the Premises with the holder of

such leasehold mortgage, or its affiliated designee, as provided in the following subparagraph (ii) , for the purpose of subsequently assigning the Tenant's leasehold interest in the Premises to a successor tenant, provided that any such assignment shall be subject to the terms and conditions of Sections 7 (Use) and 21 (Assignment and Subletting) of this lease. Upon compliance with Sections 7 and 21 of this Lease, the holder of the leasehold mortgage shall have the right to assign the Lease to an assignee, or to have the new lease entered into directly with such assignee as Tenant.

(ii) Such new or direct lease shall be entered into at the reasonable cost of Tenant thereunder, shall be effective as of the date of termination of this Lease, and shall be for the remainder of the term of this Lease and at the rent and additional rent and on all the agreements, terms, covenants, and conditions thereof, including, without limitation thereof, the right to exercise Option Periods. The Tenant under any such new lease shall in all instances be subject to the use and assignment restrictions set forth herein. On the execution of such new or direct lease, the Tenant named therein shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for the termination as aforesaid and shall otherwise fully remedy or agree in writing to promptly remedy any existing defaults under this Lease, other than a default specified under subsection (iii)(a-d) of Section 29 hereof or such other default which is not susceptible of being cured by such new Tenant, which such default(s) shall be, and shall be deemed to be, waived. The new Tenant shall pay all reasonable expenses of Landlord, including reasonable counsel fees and court costs incurred in terminating this Lease and in recovering possession of the Premises as well as in the preparation, execution and delivery of such new or direct Lease. Nothing contained herein shall release the Tenant named in this Lease from any of its obligations under this Lease which may not have been discharged or fully performed by any holder of the leasehold mortgage, or its designees, subject to the exculpation provisions of this Lease.

(iii) Notwithstanding the provisions of this Lease, if Landlord shall elect to terminate this Lease by reason of Tenant being in default of rent or other covenants of Tenant hereunder because of:

- (A) The filing of a petition by or against Tenant for adjudication as a bankrupt under the Bankruptcy Act, or for reorganization within the meaning of Chapter X of that Act or any successor provision, for arrangement within the meaning of Chapter XI of that Act or any successor provision, or the filing of any petition by or against Tenant under any future Bankruptcy Act for the same or similar relief; and the adjudication of Tenant as a bankrupt, or the entry of an order for reorganization under said Chapter X or any successor provision, or the entry of an order for arrangement under said Chapter XI or any successor provision, or the entry of an order for similar relief under any future Bankruptcy Act;
- (B) The involuntary dissolution or the involuntary commencement of any action or proceeding for the dissolution or liquidation of

Tenant, or for the appointment of a permanent receiver or a permanent trustee of all or substantially all of the property of Tenant;

- (C) The taking possession of Tenant's property by any governmental office or agency pursuant to statutory authority for the dissolution, rehabilitation, reorganization, or liquidation of Tenant; or
- (D) The making by Tenant of an assignment for the benefit of creditors and Tenant being duly removed from possession or proceedings being commenced in a court of competent jurisdiction to remove said Tenant from possession;

and provided that the proceedings under (A), (B) and (C) shall not be dismissed or vacated within sixty (60) days after the institution or appointment, such as the case may be, then the holder of any mortgage on the leasehold interest who shall be entitled to notice, shall have and be subrogated to any and all rights of Tenant with respect to the curing of any default (other than the defaults specified in said subdivisions (A), (B), (C) and (D)) and shall also have the right to postpone and extend the specified date for the termination of this Lease, fixed by Landlord in a notice given pursuant thereto, for a period of not more than six (6) months, provided such holder of the leasehold mortgage shall promptly cure, or be diligently engaged in curing, any then existing default of Tenant not requiring possession (other than the defaults heretofore enumerated in (A), (B), (C) and (D) of this subparagraph (d)) and shall forthwith take steps to acquire Tenant's interest in the Lease by foreclosure of the mortgage or otherwise. If, before the date specified for the termination of this Lease as extended by the holder of such leasehold mortgage, the Tenant in default under the provisions of said subdivisions (A), (B), (C) and (D) shall be duly removed from possession, or proceedings have been instituted and are pending for such removal, and if the holder of the leasehold mortgage or its designee shall deliver to Landlord its agreement and obligation to perform and observe the covenants and conditions to be performed by Tenant in this Lease contained and executed in the manner required to entitle a deed to recordation, then, and in such event, any such default specified in said subdivisions (A), (B), (C) and (D) on the part of Tenant shall be, and shall be deemed to be, waived. In the event the Lease is terminated following any default by Tenant thereunder, including without limitation, by reason of any rejection of the Lease pursuant to the Federal Bankruptcy Code or other applicable state or federal law relating to bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws, or otherwise, or as a result of an incurable, non-monetary breach of the Lease, Lender shall have the right to demand a new lease covering the Leased Premises (the "New Lease"), for a term to commence at the termination of the Lease and to expire on the date the Lease would have expired if it had continued until its scheduled date of the termination. The New Lease shall contain all of the same terms set forth in this Lease and shall be of the same priority as the Lease over all mortgages or other liens, charges, or other encumbrances against the Leased Premises. Tenant shall have no right, title or interest in or to such New Lease or the leasehold estate created thereby.

(e) The holder of the leasehold mortgage shall be named as an insured, as its interest may appear, in all policies of insurance carried by Tenant pursuant to the provisions of this Lease. Upon written request, duplicate originals of the policies of such insurance shall be held by the holder of any such leasehold mortgage. If duplicate originals of such policies are not obtainable, certified copies thereof shall be delivered to Landlord. The proceeds of such

insurance in case of loss shall be paid to, and deposited with, the holder of the leasehold mortgage, and said holder shall disburse, in the absence of a default of Tenant to such holder said proceeds for the purpose of rebuilding, restoring and repairing the Premises, and all proceeds shall be deemed trust funds to be used by Tenant for this purpose of rebuilding, restoring and repairing. Tenant hereby nominates and appoints the holder of the leasehold mortgage its agent and attorney-in-fact in Tenant's name, place and stead, to file proofs of claim, settle and adjust any losses or claims arising under any policy of insurance carried by Tenant pursuant to the provisions of this Lease.

(f) The parties hereto shall give the holder of the leasehold mortgage written notice of any condemnation proceedings affecting the Premises. The said holder shall have the right to intervene and be made a party to any such condemnation proceedings and the parties hereto hereby consent that the said holder may be made such party or intervenor. Tenant's interest in any award or damages for such taking is hereby set over, transferred and assigned by Tenant to the said holder of the leasehold mortgage to the extent of the balance of any principal, interest or other payment due or which shall thereafter accrue or become due to the said holder, but in the event of a partial taking of the improvements on the Leased Premises or a partial taking of the land forming part of the Leased Premises which does not result in the cancellation or termination of this Lease, there shall be paid to Tenant, as trust funds, out of the Tenant's interest in any award or damages for such taking, an amount equivalent to the cost to restore the improvements then on the Leased Premises to a complete architectural unit, including, without limitation, access cuts and roadways. Whatever repairs shall be made shall be comparable in quality to the part of the improvements so taken.

(g) The leasehold mortgage holder shall be given notice by Tenant of any legal proceeding by the parties hereto, and shall have the right to intervene and be made a party to such proceedings, and the parties consent to such intervention. In the event the said leasehold mortgage holder shall not elect to intervene or become a party to such proceedings, the said leasehold mortgage holder shall receive notice, and a copy, of any award or decision made in said proceedings. In the event a dispute shall arise between Landlord and Tenant under the provisions of this Lease and Tenant shall fail to diligently prosecute the same, Tenant constitutes and appoints the leasehold mortgage holder its agent and attorney-in-fact in Tenant's name, place and stead and at Tenant's cost and expense, to resolve said dispute as provided in this Lease and any award or decision made in said proceeding shall be binding on Tenant with the same force and effect as though Tenant had participated in such proceedings.

(h) If the leasehold mortgage holder shall be an institutional lender such as a bank, trust company, savings and loan association, insurance company, union pension or retirement fund, or other lending institution whose loans on real estate are regulated by law, and the said leasehold mortgage holder shall desire to contest the validity of any tax, levy, special or general assessments, water and sewer rent, or other governmental impositions or charges agreed to be paid by Tenant, such right is hereby granted to said holder.

(i) No holder of any leasehold mortgage shall be personally liable under this Lease unless and until such leasehold mortgage holder shall become the owner of the leasehold estate, and then only for as long as it remains such owner subject to the provisions of this Lease. On any assignment of this Lease by any owner of the leasehold estate whose interest shall have been acquired by, through, or under any leasehold mortgage holder or shall have been derived immediately from any holder thereof, the assignor shall be relieved of any further liability which

may first accrue hereunder from and after the date of such assignment, it being the intention of the parties that once the leasehold mortgage holder shall succeed to Tenant's interest hereunder, any and all subsequent assignments, whether by such holder, any purchaser at foreclosure sale or other transferee, or any assignee of either shall effect a release of the assignor's liability for defaults first occurring thereafter.

(j) If Tenant shall fail to exercise any option or options to renew or extend the terms as provided in this Lease, or in the event the term of this Lease renews or is extended automatically and Tenant provides written notice of non-exercise of such renewal or extension, Landlord shall mail written notice thereof to such leasehold mortgage holder by Registered Mail, Return Receipt Requested, of such non-exercise on Tenant's part and said option or options shall thereupon be extended for a period of thirty (30) days. The said holder, before the expiration of such extended period, may exercise said options provided in this Lease. In addition to the foregoing provisions, at said holder's written request, Landlord shall enter into a new or direct Lease with holder of the leasehold mortgage for said extended term(s) in accordance with the terms and conditions, and to the extent applicable, specified in this Section 29.

(k) On the execution and delivery of any new or direct Lease as provided in this Section 29, all subleases which theretofore may have been assigned and transferred to Landlord shall thereupon be transferred and assigned by Landlord to the new tenant under the new or direct Lease.

(l) Whenever and wherever in this Lease the term "leasehold mortgage" has been used, the same shall include the then holder of the leasehold mortgage thereof.

(m) The execution of any such leasehold mortgage shall be deemed an assignment by Tenant to such mortgagee of Tenant's election to remain in possession of the Leased Premises pursuant to 11 U.S.C. Section 364(h)(1) in the event of a rejection of this Lease by a trustee in bankruptcy of Landlord.

(n) The rights of the holder of any leasehold mortgage under this Section 29 are subject to the agreement of such holder to cure all monetary defaults and to pay any rents hereunder during the period it is exercising its rights hereunder in accordance with terms hereof.

Neither the voluntary or other surrender of the Lease by Tenant, the mutual cancellation thereof by Landlord and Tenant, the conveyance of Landlord's interest in the Leased Premises to Tenant nor the conveyance of Tenant's interest in the Leased Premises to Landlord, shall work a merger, if any Leasehold Mortgage is then outstanding. In the event that Tenant acquires the fee title or any other estate, title or interest in the Leased Premises, any Leasehold Mortgage shall attach to and cover and be in lien upon the fee title or such other estate so acquired.

REMEDIES

30.1 Costs of Collection; Tenant's Property. In the event of any default by Tenant hereunder, in addition to Landlord's rights under Section 28 hereof, including the right of termination, Tenant will reimburse Landlord for all expenses and reasonable attorneys' fees incurred by Landlord in collecting any amount due from Tenant, curing any default of Tenant or in obtaining possession of the Demised Premises; and Tenant shall pay all reasonable attorneys' fees and

expenses arising out of any litigation in which Landlord shall become involved by reason of Tenant's default, act, failure to act or negligence of Tenant or anyone acting under Tenant, in which it is finally determined that Tenant or anyone acting under Tenant shall have been so negligent. Tenant further agrees that if, on termination of this Lease by expiration or otherwise, Tenant shall fail to remove any of its property from the Demised Premises as required herein, the same shall be conclusively deemed to have been abandoned and Landlord shall be authorized, at its sole option, and in Tenant's name and on behalf, either (a) to cause such property to be removed and placed in storage for the account of and at the expense of Tenant, or (b) to sell such property at public or private sale, with or without notice, and to apply the proceeds thereof, after the payment of all expenses of removal, storage and sale, to the indebtedness, if any, of Tenant to Landlord, the surplus, if any, to be paid to Tenant.

30.4 Restraint of Violations. In addition to all other remedies provided in this Indenture of Lease, Landlord shall be entitled to restrain by injunction or otherwise, any violation, or any attempted or threatened violation, of any of the covenants, conditions, or provisions of this Indenture of Lease.

30.5 No Surrender of Demised Premises. No act or thing done by Landlord during the Term hereof shall be deemed an acceptance of a surrender of the Demised Premises and no agreement to accept such surrender shall be valid, unless in writing signed by Landlord. The delivery of keys to any employee of Landlord or to Landlord's agents shall not operate as a termination of the Lease or a surrender of the Demised Premises.

SUBORDINATION

31. Tenant agrees that Landlord, if it so desires, may subordinate this Lease to any mortgage or mortgages which may hereafter be placed by the Landlord upon the Demised Premises. Tenant agrees that it will, upon request of Landlord, execute, acknowledge and deliver any and all instruments deemed necessary or desirable by Landlord to give effect to, or notice, of, such subordination, provided only that the holder of any such mortgage shall enter into an agreement with Tenant that such mortgagee will not disturb the possession and other rights of Tenant and any leasehold mortgagee of Tenant so long as Tenant or such leasehold mortgagee performs the obligations of Tenant hereunder, and which agreement shall further provide that, in the event of acquisition of title to the Demised Premises by the holder of any such mortgage, through foreclosure proceedings or otherwise, Tenant will recognize the holder of such mortgage as if it were named as Landlord hereunder, and will attorn to the holder of same. Any such agreement shall be expressly binding upon the successors and assigns of Tenant and of any such mortgagee, and upon anyone purchasing at a foreclosure sale. Tenant agrees that if it shall fail at any time to execute, acknowledge and deliver any such instrument within thirty (30) days after request by Landlord, then Landlord may, in addition to any other remedy available to Landlord, execute, acknowledge and deliver such instruments as Tenant's attorney-in-fact for that purpose. In addition, Landlord agrees to cause to be executed and delivered to Tenant, for the benefit of Tenant and any leasehold mortgagee of Tenant, a Subordination, Non-disturbance and Attornment Agreement containing the provisions set forth in this Section 31 from each and every holder of a mortgage upon Landlord's fee interest in the Premises existing at the time of the execution of this Lease, or who thereafter obtain a mortgage upon Landlord's fee interest in the Premises.

ESTOPPEL CERTIFICATES

32. Landlord and Tenant agree, at any time and from time to time, upon not less than five (5) 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 Section 32 may be relied upon by any prospective purchase or mortgagee of, or assignee of any mortgage upon, the Premises. Tenant agrees that if it shall fail at any time to execute, acknowledge and deliver any such instrument within seven (7) days after request, then Landlord may execute, acknowledge and deliver such instrument as the attorney-in-fact of Tenant; and Tenant hereby makes, constitutes, and irrevocably appoints Landlord its attorney-in-fact for that purpose.

LIMITATION OF LANDLORD'S LIABILITY

33. The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Demised Premises, and in the event of any transfer or transfers of title to said property, the Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on the Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Premises and in the rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease, it being specifically agreed that in no event whatsoever shall Landlord (which term shall include, without limitation, any trustees, beneficiaries, officers, directors, or stockholders of Landlord) ever be personally liable for any such liability. Nothing set forth in this section 33 shall limit Tenant's right to recover from any insurance policy maintained by Landlord any claims that may be covered by such insurance.

INABILITY TO PERFORM BY LANDLORD

34. Except as otherwise expressly provided herein, this Lease and the obligations of Tenant to perform all of the covenants, agreements, terms, provisions and conditions herein contained shall in no way be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service to be supplied hereunder or is unable to make or is delayed in making any repairs or replacements by reason of strikes or labor troubles, unavailability of materials or for any other similar or dissimilar cause whatsoever beyond Landlord's reasonable control (including, but not limited to, governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any governmental agency or any department or

subdivision thereof, or by reason of the conditions of supply and demand which have been or are affected by war, hostilities or other similar or dissimilar emergency, provided that in each such instance of inability of Landlord to perform, Landlord shall exercise due diligence to eliminate the cause of such inability or to secure alternate sources of supply.

NOTICES

35. Any notices from Landlord to Tenant or from Tenant to Landlord shall be deemed duly served if mailed by certified mail, return receipt requested, or by overnight carrier and addressed, if to the Tenant at the address noted on Page 1 of this Lease, or if to the Landlord, to Chabot Street, LLC, 100 Silver Street, Portland, Maine 04101, or in either case, in such other manner or to such other address as may be specified by notice in writing to the other party, and the customary certified mail receipt shall be conclusive evidence of such service.

BROKERAGE COMMISSION

36. It is understood that the commission per separate agreement, upon Rent Commencement, will be split 50% with the listing Broker Erik Urbanek of SVN the Urbanek Group, and 50% with Ted Quinn of Maine Real Estate Network. These are the only broker involved in this transaction and that the Landlord is responsible for the brokerage commission.

ZONING

37. It is the responsibility of Tenant to determine all zoning information and secure all necessary or required permits and approvals for its proposed use of the subject premises. Landlord makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the subject premises for Tenant's intended use.

CAPTIONS AND SECTION NUMBERS

38. The captions and section numbers 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 such sections or articles of this Lease nor in any way affect this Lease.

CONSTRUCTION OF CERTAIN TERMS

39. As used in this Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.

CUMULATIVE REMEDIES

40. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative, are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease, and are in addition to any now or hereafter existing in law, in equity, or by statute.

GOVERNING LAW

41. This Lease shall be interpreted and construed under the laws of the State of Maine.

LANDLORD – TENANT RELATIONSHIP

42. Landlord-Tenant Relationship. The Landlord and Tenant are not creating a joint venture or partnership by the provisions of the Lease and they are and at all times shall remain in the relationship of Landlord and Tenant.

EXECUTION

43. The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.

NO WAIVER

44. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either party hereto to exercise any right or power accruing upon any non-compliance or default by the other party with respect to any of the terms hereof, or otherwise accruing hereunder shall impair any such right or power to be construed to be a waiver hereof. One or more waivers of any breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by a party to or of any act by the other party required the former party's consent or approval to or of any subsequent similar acts by the other party.

ENTIRE AGREEMENT; AMENDMENT

45. As of the execution hereof, this Lease (i) contains all covenants, conditions, representations, understandings and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Demised Premises and the other matters set forth in this Lease and (ii) supersedes and cancels all previous oral or written negotiations, representations, brochures, understandings and agreements, if any, between the parties and none thereof shall be used to interpret or construe this Lease. The covenants and agreements of this Lease cannot be altered, changed, modified or added to, except in writing signed by Landlord and Tenant.

NON-WAIVER PROVISION

46. No assent, express or implied, by either party to any breach of any agreement or condition herein contained on the part of the other to be performed or observed, and nonwaiver, express or implied, of any such agreement or condition, shall be deemed to be a waiver of or

assent to any succeeding breach of the same or any other agreement or condition; the acceptance by the Landlord of rent or other payment hereunder or silence by the Landlord as to any breach shall not be construed as waiving any of the Landlord's rights hereunder unless such waiver shall be in writing. No payment by the Tenant or acceptance by the Landlord of a lesser amount than shall be due to Landlord from Tenant shall be deemed to be anything but payment on account, and the acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying such check that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and the Landlord may accept such check without prejudice to recover the balance due or to pursue any other remedy.

RECORDING OF LEASE

47. The parties agree that this Lease shall not be recorded, provided however, upon the request of either party hereto, the other party shall join in the execution of a Memorandum or so called "short form" of Lease for the purpose of recording. Said Memorandum shall describe the parties, The Demised Premises and the Lease term and shall incorporate the Lease by reference. The party requesting execution of said Memorandum shall pay all expenses of recording. Upon termination or cancellation of this Lease, Tenant shall promptly prepare and deliver to Landlord, in recordable form, any release or other documentation as may be reasonably requested by Landlord's counsel sufficient to release this Lease from the public record.

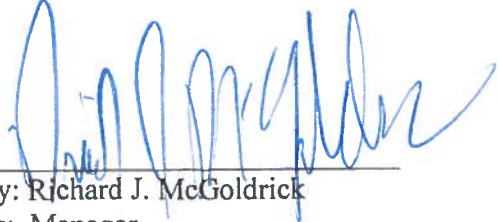
CONFIDENTIALITY

48. Tenant acknowledges that disclosing any information regarding the terms and conditions of this Lease could be detrimental to the Landlord. Tenant shall not disclose any information herein or in connection with Tenant's relationship with Landlord without Landlord's prior written consent.

[signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Ground Lease Agreement to be duly executed on the date first above written.

**LANDLORD:
CHABOT STREET, LLC.**



By: Richard J. McGoldrick
Its: Manager

Date: 3/10/16

Witness

**TENANT:
INFINITY FEDERAL CREDIT UNION**



By: Elizabeth Hayes
Its: President/CEO

Date: 3/8/2016

Witness