#### **COMMERCIAL LEASE (NET LEASE)**

PARTIES

15 Baxter Boulevard, LLC, a Maine limited liability company with a mailing address of 213 Dingley Island Road, Harpswell, Maine 04079 ("LANDŁORD"), hereby leases to Hurley Travel Experts, Inc., a Maine corporation with a mailing address of 7430 East Caley Ave., Ste. 220E, Centennial, Colorado 80111 ("TENANT"), and TENANT hereby leases from LANDLORD the following described premises.

2. LEASED PREMISES

The leased premises are deemed to contain approximately 5,100 +/- rentable square feet of first floor space, consisting of LANDLORD'S entire building (comprising approximately 5,100 +/- rentable square feet) situated on the real property known as 15-27 Baxter Boulevard, Portland, Maine, including the stairways necessary for access to said building and all hallways and lavatories located within said building, which leased premises are more particularly depicted and identified on Exhibit A attached hereto and made a part hereof. The parties acknowledge that all square footage measurements are approximate and agree that the listed square footage figures shall be conclusive for all purposes with respect to this Lease. During the term of this Lease TENANT also shall have the exclusive right to use twenty-eight (28) designated parking spaces in the parking lot located adjacent to said building, which designated parking spaces are shown with cross-hatching on said Exhibit A. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. TENANT acknowledges that: a) except as expressly set forth herein, LANDLORD has made no representations and TENANT is not relying on any representations about the leased premises, their suitability for any particular use and/or the physical condition thereof; and b) that TENANT has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof.

3. TERM

The term of this Lease shall be for seven (7) years, unless sooner terminated as herein provided, commencing on November 15, 2014 (the "Commencement Date") and ending on November 14, 2021, provided however, that TENANT'S obligation to pay base rent shall not commence until January 1, 2015 (the "Base Rent Commencement Date") as set forth below.

4. RENT

Commencing on Base Rent Commencement Date, TENANT shall pay to LANDLORD the following base rent:

Base Rent Period	Annual Base Rent	Monthly Base Rent
1/1/15 - 11/14/15	\$90,000.00	\$7,500.00
11/15/15 – 11/14/16	\$92,700.00	\$7,725,00
11/15/16 - 11/14/17	\$95,481.00	\$7,956.75
11/15/17 - 11/14/18	\$98,345.43	\$8,195.45
11/15/18 - E1/14/19	\$101,295.79	\$8,441.32
11/15/19 - 11/14/20	\$104,334.67	\$8,694.56
11/15/20 [1/[4/2]	\$107,464.68	\$8,955,39

Base rent shall be payable in advance in equal monthly installments on the first day of each month during the term of this Lease without deduction or setoff, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated 213 Dingley Island Road, Harpswell, Maine 04079. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges within five (5) days of when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date (provided, however, that TENANT shall be allowed one (1) late payment of rent in each calendar year of the term of the Lease, which late payment and not be subject to a late charge hereunder so long as such rent is paid within five (5) business days after receipt of written notice of said delinquency, it being the intent hereof that LANDLORD may apply such late charge for any subsequent late payments in each calendar year without having to send TENANT such written notice of said delinquency). The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

#### 5. RENEWAL OPTION

So long as TENANT is not in default of this Lease (beyond any applicable notice or cure period) at the time of exercise of TENANT'S renewal option, TENANT shall have the option to renew this Lease for two (2) terms of five (5) years each. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:

Base Rent Period	Annual Base Rent	Monthly Base Rent
(First 5 Year Renewal)		
11/15/21 - 11/14/22	\$110,688.65	\$9,224.05
11/15/22 - 11/14/23	\$114,009.31	\$9,500.78
11/15/23 - 11/14/24	\$117,429.59	\$9,785.80
11/15/24 - 11/14/25	\$120,952.48	\$10,079.37
11/15/25 – 11/14/26	\$124,581,05	\$10,381.75
Base Rent Period (Second 5 Year Renewal)		
(Joeding 5 Feat Weller Hall)		
11/15/26 - 11/14/27	\$128,318.48	\$10,693.21
11/15/27 - 11/14/28	\$132,168.03	\$11,014.00
11/15/28 - 11/14/29	\$136,133.07	\$11,344.42
11/15/29 - 11/14/30	\$140,217.06	\$11,684.76
11/15/30 - 11/14/31	\$144,423.57	\$12,035.30
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In the event that TENANT fails to notify LANDLORD as required under this Article, the option shall be deemed not to have been exercised.

#### SECURITY DEPOSIT

Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof. TENANT shall promptly replenish the Security Deposit at any time it is applied or used by LANDLORD (following a default by TENANT beyond any applicable notice or cure period).

#### RENT ADJUSTMENT

A. TAXES

Commencing on the Commencement Date, TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, eighty percent (80%) of all costs of any insurance carried by LANDLORD related to the building and eighty percent (80%) all real estate taxes on the land and buildings of which the leased premises are a part in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to TENANT.

В.

During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of insurance and real estate taxes for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S insurance and real estate taxes for the current year. Within one hundred and twenty (120) days after the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such insurance and real estate taxes and showing TENANT'S share of the same. In the event that TENANT does not object to such statement in writing within ninety (90) days of receipt of same, such statement shall be deemed accurate. Upon written request by TENANT to LANDLORD made within said ninety (90) day period, LANDLORD shall provide to TENANT reasonable supporting documentation for any item of expense on such statement objected to by TENANT. TENANT shall, within thirty (30) days after such delivery, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated increases.

#### 8. UTILITIES

Commencing on the Commencement Date, TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the leased premises exclusively, and all charges for telephone and other communication systems used at and supplied to the leased premises. LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above), so as to maintain the leased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air condition seasons of each year, and to light passageways and stairways during business hours, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond LANDLORD'S control.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.

USE OF LEASED PREMISES TENANT shall use the leased premises only for general office use and the operation of a travel services company, and for no other use whatsoever. Except as expressly set forth herein, LANDLORD has made no representations to TENANT regarding the uses of the leased premises allowed under Applicable Laws (as such term is defined below). TENANT, its employees, agents, and invitees shall have access to the leased premises twenty-four (24) hours a day, seven (7) days a week.

10. COMPLIANCE WITH LAWS TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof (other than reasonable conduct of the listed permitted use) which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. LANDLORD warrants that, to the best of its knowledge, on the Commencement Date, the building and leased premises will comply with all applicable laws, codes, ordinances, rules, and regulations of governmental authorities ("Applicable Laws"). During the Lease Term, LANDLORD shall comply with all Applicable Laws regarding the building and leased premises, except to the extent TENANT must comply under this Section 10. Except as to pre-existing defects, violations or conditions, TENANT shall comply with all Applicable Laws: (i) regarding the physical condition of the leased premises, but only to the extent the Applicable Laws pertain to the particular manner in which TENANT uses the leased premises; or (ii) that do not relate to the physical condition of the leased premises but relate to the lawful use of the leased premises and with which only the occupant can comply, such as laws governing maximum occupancy, workplace smoking, and illegal business operations, such as gambling. LANDLORD warrants that, to the best of its knowledge, Applicable Laws permit the leased premises to be used for the listed permitted use.

#### 11. MAINTENANCE

A. TENANT'S OBLIGATIONS

TENANT acknowledges by entry thereupon (for the conduct of its business) that, subject to latent defects not readily apparent through visual inspection, the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as TENANT holds any part of said premises to keep the leased premises (including without limitation all lavatories, hallways, windows, doors and all systems within the building) in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or casualty and reasonable use and wear only excepted. It being the intent of the foregoing that, at all times during the term of this Lease, TENANT, at its sole cost and expense, shall be responsible for: (i) the day-to-day maintenance and non-capital repair of the heating and air conditioning systems and equipment and any other common building systems and equipment; (ii) the changing and replacement of all interior and exterior light bulbs and ballasts within the leased premises and surrounding TENANT'S twenty-eight (28) designated parking spaces; (iii) the cleaning and painting of the interior of the entire leased premises, including the building and all lavatories, hallways, windows, doors and all systems within the building; (iv) the plowing and removal of snow and ice from TENANT'S twenty-eight (28) designated parking spaces, from all sidewalks, steps and entryways to the leased premises, and from all appurtenant areas surrounding the leased premises, the building and the property upon which the same are located in order to allow access and entry to such property by emergency vehicles at all times; and (v) the lawn care, landscaping and maintenance of the land and improvements adjacent to the leased premises. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass that is damaged or destroyed. In addition, it is hereby agreed and acknowledged that, at all times during the term of this Lease, TENANT, at its sole cost and expense, shall maintain the usual service contract for fire and security of the leased premises and the building and for said heating and air conditioning systems and equipment, and upon request, TENANT shall furnish evidence of such contract (including renewals) to LANDLORD.

B. LANDLORD'S OBLIGATIONS Subject to TENANT'S obligations set forth in subparagraph A of this Article 11, LANDLORD agrees to maintain and repair the roof, foundation and structure of the building, and perform capital repairs on all systems such as mechanical, electrical, HVAC, and plumbing, in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by the gross negligence or willful misconduct of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs therefor.

12. ALTERATIONS-ADDITIONS TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building (except for nail holes for hanging art), or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, or permit anyone except TENANT to use any part of the leased premises for desk space of for mailing privileges without on each occasion obtaining prior written consent of LANDLORD, not to be unreasonably withheld, conditioned, or delayed. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof. Notwithstanding the foregoing, TENANT shall have the right to make non-structural, non-MEP (mechanical, electrical and plumbing) alterations (including painting and carpeting) without the consent of LANDLORD, so long as (i) TENANT notifies LANDLORD in writing of its intention to do such work at least ten (10) days prior to the initiation of such work; (ii) the costs of such alterations are less than \$10,000.00 and are consistent in quality with the finish of the leased premises; (iii) such alterations do not cause excessive loads on the building and its systems and are not visible from the exterior of the leased premises; (iv) TENANT obtains and furnishes to LANDLORD any required building permits, and (v) TENANT provides LANDLORD with the "as-built" plans and specifications of any such alterations upon completion of any such alterations.

TENANT hereby agrees and acknowledges that LANDLORD has leased a certain portion of the real property upon which said building and the leased premises are located to Saga Communications of New England, LLC ("Saga") pursuant to the terms and conditions of that certain Tower Site Lease Agreement dated as of August 30, 2013 (the "Saga Lease"), which Tower Site Lease Agreement is memorialized in that certain Memorandum of Lease and Agreement dated as of August 30, 2013 and recorded in the Cumberland County Registry of Deeds in Book 54180, Page 92 (the "Saga Memorandum of Lease"), a copy of which is attached hereto as Exhibit B and made a part hereof. TENANT further hereby agrees and acknowledges that, during the term of this Lease, TENANT, its employees, contractors and agents shall refrain from taking any action which materially disturbs, damages or adversely affects the "Leasehold Premises" as defined in the Saga Lease and as described in and depicted on Exhibit A and Exhibit B to the Saga Memorandum of Lease or otherwise results in a violation of Saga's rights and/or LANDLORD'S obligations under the Saga Lease. TENANT'S failure to strictly comply with the terms, conditions and obligations of this paragraph shall be a default under this Lease.

13. ASSIGNMENT-SUBLEASING TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance, not to be unreasonably withheld, conditioned, or delayed. In any case where LANDLORD shall consent to such assignment or subletting. TENANT named herein and any guarantor of this Lease shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. Notwithstanding the foregoing, provided TENANT is not in default under this Lease beyond any applicable grace or cure period, TENANT shall be entitled, without LANDLORD's consent, but after providing LANDLORD with advance written notice, to (i) assign this Lease or sublet any portion of the leased premises to any company or professional corporation on association affiliated with, owned by, or under common corporate control with TENANT; and (ii) transfer this Lease to any company or entity that acquires all, or substantially all, of TENANT's assets or stock or into which TENANT is merged (each a "Permitted Transfer"). As used herein, "affiliate" and "affiliated" shall mean any person or entity controlled by TENANT or owned in part by one or more persons owning more than fifty percent (50%) of TENANT.

14. SUBORDINATION AND QUIET ENJOYMENT

Subject to the terms of this Section 14, this Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, within ten (10) business days after they are requested, promptly execute and deliver such commercially reasonable written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT is not then in default under this Lease (beyond any applicable notice or cure periods), TENANT shall be entitled to the quiet enjoyment of the leased premises; provided TENANT covenants that it holds the leased premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the leased premises. TENANT agrees to sign within ten (10) business days after they are requested, such commercially reasonable estoppel certificates as are requested by LANDLORD or LANDLORD's lender. The failure of TENANT to execute, acknowledge and deliver to LANDLORD and/or LANDLORD'S lender said estoppel certificates in accordance with the provisions of this Article within the time period set forth herein shall be, at LANDLORD'S option, an event of default. In addition, at any time so reasonably requested by LANDLORD or LANDLORD'S lender, TENANT covenants and agrees to deliver to LANDLORD and/or such lender, without charge, a copy of TENANT'S most recent profit and loss statement and balance sheet certified as accurate, true and complete by TENANT or TENANT'S accountant. TENANT shall deliver said financial statements to LANDLORD or LANDLORD'S lender within ten (10) business days of request for the same. Notwithstanding the foregoing, it shall be a condition precedent to any subordination that TENANT be provided with a written non-disturbance agreement (in a commercially reasonable form) providing that, if the holder of any mortgage or deed of trust shall take title to the leased premises through foreclosure or deed in lieu of foreclosure or otherwise, TENANT shall be allowed to continue in possession of the leased premises as provided in this Lease so long as TENANT is not in default, beyond any applicable notice or cure period.

15. LANDLORD'S ACCESS LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for leasing the leased premises and to keep the signage affixed without hindrance or molestation. Provided, however, that any such entry by LANDLORD shall (i) be with reasonable advance notice; (ii) remain subject to TENANT's reasonable security measures; and (iii) not unreasonably interfere with TENANT's use and occupancy of the leased premises, or the conduct of its business therein. LANDLORD also reserves the right at any time to affix to any suitable part of the leased premises a notice for selling the leased premises or property of which the leased premises are a part and to keep the signage affixed without hindrance or molestation.

16. INDEMNIFICA-TION AND LIABILITY TENANT will defend and, except to the extent caused by the negligence or willful conduct of LANDLORD or breach of its Lease obligations, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT's breach of any provisions of this Lease (including without limitation any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving TENANT), or any document, settlement or other agreements related to this Lease. TENANT agrees not to assert immunity under workers' compensation laws as a defense to the enforcement by LANDLORD of the foregoing indemnity. The provisions of this Article shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or negligence of TENANT or of any employee or visitor of TENANT. 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 TENANT or others. When the claim is caused by the joint negligence or willful misconduct of TENANT and LANDLORD or TENANT and a third party unrelated to TENANT, except its agents, employees, or invitees, TENANT's duty to defend, indemnify, and hold LANDLORD harmless shall be in proportion to TENANT's allocable share of the joint negligence or willful misconduct. LANDLORD shall indemnify, defend, and hold TENANT harmless from liabilities, damages, claims and expenses (including reasonable attorney's fees) for personal injury, death, or property damage; for incidents arising in or about the leased premises or building, and caused by the breach of this Lease or the negligence or willful misconduct of LANDLORD, its agents, employees, contractors or invitees. When the claim is caused by the joint negligence or willful misconduct of TENANT and LANDLORD or LANDLORD and a third party unrelated to LANDLORD, except its agents, employees, or invitees, LANDLORD's duty to defend, indemnify, and hold TENANT harmless shall be in proportion to LANDLORD's allocable share of the joint negligence or willful misconduct.

## 17. LIABILITY INSURANCE

TENANT shall (i) insure TENANT and LANDLORD, as an additional named insured, with commercial general liability coverage, on an occurrence basis and in such amounts and with such Maine admitted companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than Two Million Dollars (\$2,000,000.00) combined single limit with deductibles of not more than \$5,000,00 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine all risk perils form, or its equivalent, in such amounts and with such Maine admitted companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies, and TENANT promptly shall deliver to LANDLORD complete copies of TENANT'S insurance policies upon request from LANDLORD. TENANT shall not cancel (or fail to renew) any such policies without at least thirty (30) days prior written notice to LANDLORD. TENANT shall list LANDLORD as an additional named insured or loss payee, as the case may be, in all policies required by this Article. LANDLORD shall keep the building insured against damage and destruction by fire, vandalism, and other perils in the amount of the full replacement value of the building, as the value may exist from time to time. The insurance shall include an extended coverage endorsement of the kind required by an institutional lender to repair and restore the building. LANDLORD shall maintain contractual and comprehensive general liability insurance, including public liability and property damage, with a minimum combined single limit of liability of Two Million Dollars (\$2,000,000.00) for personal injuries or deaths of persons occurring in or about the building and leased premises. All policies of insurance carried or maintained pursuant to this Lease shall contain or be endorsed to contain a provision whereby the insurer waives all rights of subrogation against both TENANT and LANDLORD, as the case may be, provided such a provision shall be obtainable. If insurance policies with such waiver of subrogation provisions shall not be obtainable, then the provisions relating to waiver of subrogation as contained in this Section 17 shall have no effect during such time as such insurance policies with waiver of subrogation provisions shall not be obtainable. If any provision relating to waiver of subrogation as set forth in this Section 17 shall contravene any present or future law with respect to exculpatory agreements, the liability of the party affected shall be deemed not released but shall be secondary to the other's insurer.

#### 18. FIRE CASUALTY-EMINENT DOMAIN

Should any substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased 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. TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore the premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary contained herein, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

# 19. DEFAULT AND BANKRUPTCY

In the event that:

- (a) TENANT shall fail to pay any installment of rent or other sum herein specified within five (5) days of the date when due (provided, however, that it shall not be a default if TENANT makes full payment within five (5) business days after receipt of written notice of any delinquency; provided that LANDLORD shall not be required to provide more than one (1) such notice in any twelve (12) month period during the Lease term, it being the intent hereof that for any subsequent failure to pay any installment of rent or other sum herein specified within five (5) days of the date when due, TENANT shall immediately be in default under this Article 19(a)); or
- (b) TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder, including, but not limited to, such obligations under Article 12 of this Lease, and such default shall not be corrected within thirty (30) days after written notice thereof (or such longer period as reasonably required (not to exceed ninety (90) days from the date of such default), if such breach cannot be cured within thirty (30) days and TENANT commences the cure within such thirty (30) day period and thereafter diligently continues to effect such cure); or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law, or
- (d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief haw.

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

#### 20. NOTICE

All notices required or permitted by any provision of this Lease shall be sent via certified mail, return receipt requested or via personal or overnight mail delivery (with proof of delivery requested) and shall be directed as follows:

If to LANDLORD: 15 Baxter Boulevard, LLC

213 Dingley Island Road Harpswell, Maine 04079

Attention: Pamela Hurley Moser

with a copy to: Bernstein Shur

100 Middle Street, P.O. Box 9729 Portland, Maine 04104-5029 Attention: Hawley R. Strait, Esq.

If to TENANT: Hurley Travel Experts, Inc.

15 Baxter Boulevard Portland, Maine 04101

with a copy to: Direct Travel, Inc.

7430 East Caley Avenue, Suite 220E Centennial, Colorado 80111 Attention: John Coffman

with a copy to: Smith, Anderson, Blount, Dorsett,

Mitchell & Jernigan, L.L.P.

Post Office Box 2611

Raleigh, North Carolina 27602-2611 Attention: Michael P. Saber, Esq.

overnight delivery address:

2300 Wells Fargo Capitol Center 150 Fayetteville Street Raleigh, North Carolina 27601

Notices and any time period in this Lease running from the date of notice shall be effective upon receipt or refusal thereof, or in the case of overnight delivery, upon receipt of proof of delivery. TENANT shall also give required notices to LANDLORD's mortgagee after receiving notice from LANDLORD of said mortgagee's name and address. Either party may, at any time or from time to time, designate in writing a substitute address for the above set forth, and thereafter notice shall be directed to such substitute address.

#### 21. SURRENDER

TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions, alterations, fixtures (including those installed by TENANT), and improvements thereto in as good order, repair and condition as received, damage by fire, casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD, and TENANT shall be deemed to have conveyed such items to LANDLORD unless LANDLORD elects to reject acceptance of the same.

# 22. HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state and/or local law to obtain and keep; and (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials brought onto the leased premises during the term of this Lease or any extensions thereof by or on behalf of TENANT, from the leased premises and comply with applicable local, state and federal laws as the same may be amended from time to time. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local.

23. LIMITATION OF LIABILITY

TENANT agrees to look solely to LANDLORD'S interest in the building (including rental income and insurance/condemnation proceeds) for recovery of any judgment from LANDLORD or any of LANDLORD's partners, managers, or owners, it being agreed that LANDLORD and any other such party is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD and any other such party. Under no circumstances shall LANDLORD or TENANT ever be liable for lost profits, indirect or consequential damages.

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

25. WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

26. SUCCESSORS AND ASSIGNS

The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

27. HOLDOVER

If TENANT fails to vacate the leased premises at the termination of this Lease, then the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to 150% of the then-current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

28. JURY TRIAL WAIVER NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

29. MISCELLANEOUS

If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. Time is of the essence of this agreement. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

30. BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises.

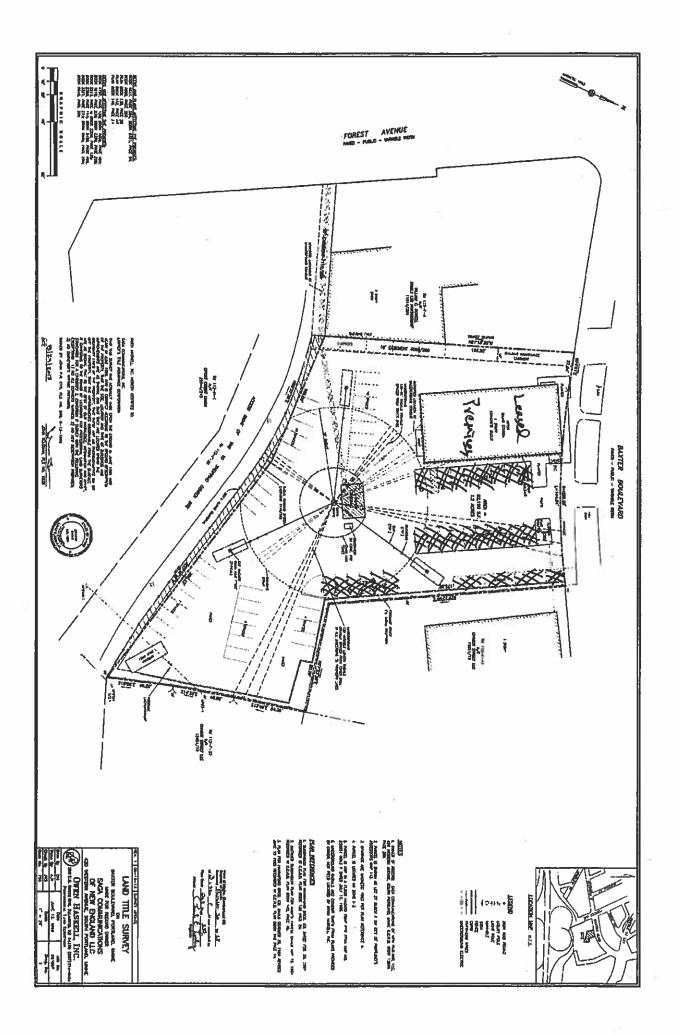
in witness whereor, the said parties hereunto set their hands and seats this day of, 2014.		
TENANT: Hurley Travel Experts, Inc.	LANDLORD: 15 Baxter Boulevard, LLC	
$\bigcap I \cap \bigcap II$		
By: ( ) ( ) ( ) ( )	Ву:	
John Coffman, its Chief Financial Officer	Pamela Hurley Moser, its Manager	

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals	this le day of Art QUST 2014.
TENANT: Hurley Travel Experts, Inc.	LANDLORD: 15 Baxter Boulevard, LLC
By: John Coffman, its Chief Financial Officer	By: Pairisla Hibriey Moser, its Manager

gritte.

### Exhibit A

[See Attached One (1) Page Depicting the Leased Premises and TENANT'S Twenty-Eight (28) Designated Parking Spaces]



## Exhibit B

[See Attached Six (6) Pages - Saga Memorandum of Lease]

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# MEMORANDUM OF LEASE And AGREEMENT

This Memorandum of Lease and Agreement is executed as of August 2013 by and between 15 BAXTER BOULEVARD, LLC, a Maine limited liability company ("Landlord") with a mailing address of 213 Dingley Island Road, Harpswell, ME 04079, and SAGA COMMUNICATIONS OF NEW ENGLAND, LLC, a Delaware limited liability company ("Tenant"), with a mailing address of 73 Kercheval Avenue, Suite 201, Grosse Pointe Farms, MI 48236 attn Contract Administrator.

#### WITNESSETH:

WHEREAS, Tenant has conveyed to Landlord the real estate known as 15-27 Baxter Boulevard, Portland, Maine including without limitation appurtenant easements (the "Real Property") by deed of even date herewith, which Real Property is described on the attached Exhibit A and depicted on a survey excerpt attached hereto as Exhibit B; and

WHEREAS, Tenant is owner and licensee pursuant to authorizations issued by the Federal Communications Commission and any other similar governmental regulators and their successors (collectively the "FCC") of a radio communications facility which occupies a portion of the Real Property (the "Station"), which Station is to continue to be owned and operated as set forth in the Lease referenced below;

WHEREAS Tenant has retained ownership as personal property of various improvements and equipment located on the Real Property consisting of the existing tower (the "Tower"), guy wires and anchors, supports, antennas, equipment, a radio building measuring approximately 24.6 feet by 16.5 feet (the "Radio Building"), satellite-receive antenna, fences around the foregoing facilities, guard rails, radial ground systems, electric and transmission conduits, and any related improvements, generators, communications facilities, and other electronic signal transmission and reception devices, including related antennas, equipment, receivers and related mounting equipment and fixtures, other accessories and appurtenances connected thereto, and any additional related radio related improvements now owned by Tenant and/or now or hereafter used or useful in the operation of the foregoing Station facilities and situated on the Real Property (collectively referred to herein as the "Radio Improvements"); and

WHEREAS, Landlord and Tenant entered into a Lease dated August <u>30</u>, 2013 (the "Lease") for a portion of the Real Property as described below to provide for the continued ownership, operation, maintenance, repair and replacement by Tenant of the Radio Improvements on the Leasehold Premises as hereinafter defined; and

WHEREAS, Landlord and Tenant are entering into this Memorandum of Lease pursuant to the Lease.

NOW, THEREFORE, Landlord and Tenant state as follows:

1. The parties to the Lease are Landlord and Tenant.

- 2. The Leasehold Premises consist of the following areas on the Real Property generally as shown on Exhibit B within which the Tenant's Radio Improvements are located:
  - (a) The general circular area shown on Exhibit A surrounded by a chain link fence which contains a one-story exterior building and within which are located the Tower and Radio Building (the "Tower Compound");
  - (b) Three (3) rectangular chain link fenced areas shown on Exhibit A, within which are located the guy anchors for the Tower (the "Anchors"), which fenced areas are adjoined by the guard rails;
  - (c) The above ground level spaces occupied by the guy wires extending from the Tower to the Anchors;
  - (d) The Antenna Dish area;
  - (e) The subsurface space occupied by Tenant's underground radial ground system, conduits and bonding wires which extending beyond the Tower Compound to the edge of the Real Property excluding the areas occupied by Landlord's building (the "Radial Ground System Area"); and
  - (f) The Leasehold Rights consisting of the rights to use, operate, maintain, repair, replace, and rebuild the Radio Improvements, the exclusive use of fenced in areas surrounding the Radio Improvements and the appurtenant non-exclusive right of ingress and egress for the purpose of maintaining access 24 hours per day, seven days per week, to the Radio Improvements over and upon the Real Property and for the use, operation, maintenance, repair and replacement of utilities and communications connections in their existing locations.
- The date of the Lease as set forth above.
- 4. The term of the Lease is thirty (30) years commencing on the date of the Lease.

  Landlord has an option to extend the lease term for an additional thirty (30) years period.
- 5. Landlord and Tenant agree that the Radio Improvements are personal property in accordance with 30-A MRSA Section 455. Landlord agrees that the Radio Improvements shall remain the property of Tenant and shall not be, become, or be deemed to be fixtures upon the Real Property or subject to any mortgage or security interest granted by Landlord.
- 6. This Memorandum of Lease is executed pursuant to the provisions of the Lease and is not intended to vary the terms and conditions of the Lease. This Memorandum of Lease may be separately executed in counterpart originals.

[here ends this page]

IN WITNESS WHEREOF, Landlord and Tenant have duly caused this Memorandum of Lease to be executed as of the date first above written.

	<i>LANDLORD:</i> 15 BAXTER BOU	JLEVARD, LLC		
Witness	by: Rimes  name: Panel  its	2 Huly Moser		
	<u>TENANT</u> : SAGA COMMUN ENGLAND, LLC	VICATIONS OF NEW		
Witness Hugela M. Mills	by: <u>Annua</u> Samuel D. Bu	sh, its Treasurer		
State of Maine County of Chab 24 land	_, SS	Aug. 30 , 2013		
Then personally appeared before me the above named Panis A. Notice Muss in his/her said capacity and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said limited liability company as landlord.				
	Notes Public/Maine/Altorn	ov et Law		
	Name: Pica And J. A	188 ONDANS		
State of Michigan County of WAYNE	83 وسد	August 29_, 2013		
Then personally appeared befo and acknowledged the foregoing t limited liability company as tenan	o be his free act and deed and	el D. Bush in his said capacity the free act and deed of said		
	01110	SEAL		
ANTHONY A. STEFANI Notary Public, State of Michigan County of Wayne	Notary Public/Maine Attorn	ney at Law		
My Commission Expires 09-10-2016 Acting in the County of LAYNE	Name: <u>ANTHONY A.</u>	STEFANI		

#### Dace: 54180 8k:30982 Ps: 95

#### Exhibit A

A certain lot or parcel of land situated on the southerly side of Baxter Boulevard in the City of Portland, County of Cumberland and State of Maine, and being bounded and described as follows:

Beginning at the northeasterly corner of land now or formerly of Donald J. Devine and John S. Tewksbury as recorded in the Cumberland County Registry of Deeds in Book 3674, Page 81;

Thence South 29°23'00" East along the westerly sideline of said land of Devine and Tewksbury a distance of 175.88 feet to the southwesterly corner of said land of Devine and Tewksbury;

Thence North 77°23'30" East along the southerly sideline of said land of Devine and Tewksbury a distance of 80.99 feet to the westerly sideline of land now or formerly of 43 Baxter Blvd. Partners as recorded in said Registry of Deeds in Book 3703, Page 163;

Thence South 13°48'00" East along the westerly border of said Baxter Blvd. Partners land a distance of 54.35 feet;

Thence South 14°32'00" East along the westerly border of said Baxter Blvd. Partners land a distance of 46 feet;

Thence South 18°06'00" East along said Baxter Blvd. Partners land a distance of 49.22 feet to land of Analytical Services, Inc.;

Thence North 77°36'10" West along said Analytical Services land a distance of 200.33 feet to a reinforcing rod;

Thence South 88°27'35" West along said Analytical Services land a distance of 100 feet to land nor or formerly of Swearingen Motors Co. a distance of 100 feet;

Thence North 21°18'30" West along said land of Swearingen Motors Co. to the southerly sideline of Baxter Boulevard a distance of 186.20 feet;

Thence North 74°01'00" East along said southerly sideline of Baxter Boulevard to a P-K spike and a point of curvature a distance of 27.94 feet;

Thence northeasterly along said southerly sideline of Baxter Boulevard, along a curve to the left, having a radius of 520.20feet, a distance of 144.04 feet as measured along the arc of the curve to the point of beginning.

Said above described courses are magnetic and of the year 1983.

Together with the following rights and easements as described in a deed to Ocean Coast Properties from Analytical Services, Inc. dated April 1, 1986 and recorded in said Registry of

Deeds in Book 7119, page 205, further reference being made to a Plan of Property made for Hannaford Bros. Co. by Owen Haskell, Inc. dated October 29, 1986 and recorded in said Registry of Deeds in Plan Book 148, page 14:

"The right to place, replace and maintain under and across, but not above, the surface of the easement area described below, wires, communication lines, pipes and utilities of every description, and to lay and relay, repair, replace, maintain and remove such wires. lines, pipes and utilities, together with all necessary fixtures and appurtenances, and to enter upon said easement area at any and all times for any of said purposes, reserving to Grantor, its successors and assigns, the use and enjoyment of said easement area for such purposes only as will no way interfere with the use thereof by Grantee, its successors and assigns, for the purpose above-mentioned, provided that no building of any kind or permanent structure, except pavement, lighting fixtures, landscaping, utilities, parking islands and fencing will be erected on said easement area by Grantor, its successors and assigns, and that Grantor, its successors and assigns shall not remove earth from said easement area or place fill thereon, without the written permission of Grantee, its successors and assigns, which permission will not be unreasonably withheld or delayed, provided, however, that no such permission shall be necessary for the removal of earth or placement of fill in connection with the maintenance or replacement of the items which Grantor, its successors and assigns are permitted to erect on such area, to the extent that such maintenance or replacement does not affect the Grantee's wires, communication lines, pipes and utilities. Grantee shall repaye or reconstruct any area within the easement area as a result of the exercise of any of the foregoing rights, by Grantee, its successors and assigns.

The easement area shall be bounded and described as follows:

Beginning on the easterly sideline of Forest Avenue at a point 10 feet southerly of the southwesterly comer of land of Swearingen Motors Co.;

Thence North 68°01'00" East across land of Analytical Services Inc. and the first above-described parcel a distance of 121.11 feet:

Thence North 30°00'00" West across land of Analytical Services, Inc. to the southerly boundary of the first above-described parcel;

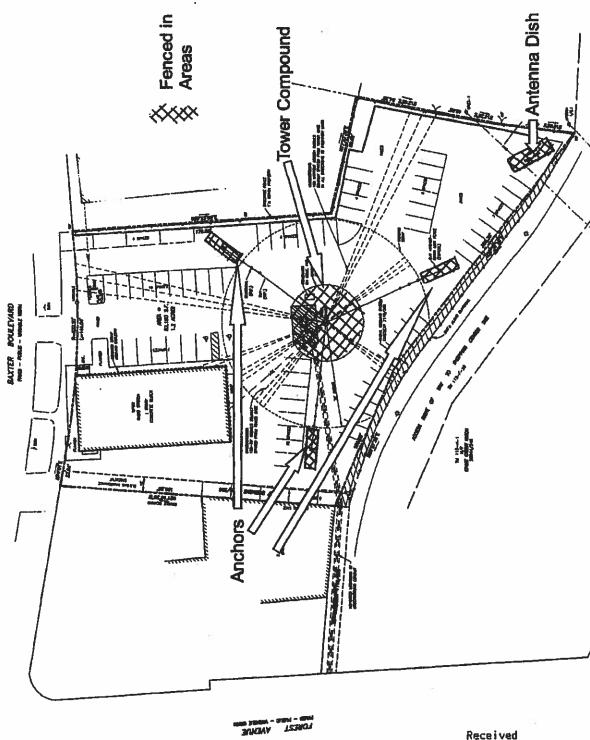
Thence South 88°27'35" West along the southerly boundary of the first abovedescribed parcel to the southeasterly corner of land of Swearingen Motors Co.;

Thence South 68°01'00" West along said Swearingen Motors Co. land a distance of 111.11 feet to the easterly sideline of Forest Avenue;

Thence South 30°00'00" East along said easterly sideline of Forest Avenue a distance of 10 feet to the point of beginning.

Said above-described courses are magnetic and of the year 1983.

## Exhibit B



Received
Recorded Resister of Deeds
Aug 30,2013 03:46:14P
Cumberland Counts
Pamela E. Lovles