

TERM SHEET

Between

Bangor Savings Bank, as Tenant

And

Northern Pride Auto Wash, as Landlord

**SUMMARY INFORMATION**

Premises Address: 20 Marginal Way  
Portland, Maine

Land: The parcel of land owned by Landlord upon which Tenant shall construct improvements to be located thereon being more particularly portrayed on Exhibit A and bounded and described in Exhibit A-1 attached hereto and made a part hereof by reference (the "Leased Premises").

Building: The building to be built by Tenant will consist of (i) 7,500 square feet of building on the Land (the "Building"), (ii) the drive-thru canopy structure (the "Drive-thru Canopy") attached to the Building, and (iii) the two (2) drive lanes servicing the Drive-thru Canopy; the space, the Drive-thru Canopy and the drive lanes are outlined on the conceptual site plan attached as Exhibit B (the "Site Plan") (the "Improvements").

Commencement Date: 6/3 . 2015.

Expiration Date:            years next following the Occupancy and Rent Commencement Date.

Extensions:            Ten (10) year extensions, provided Tenant provides written notice to Landlord not less than Two Hundred Seventy (270) days prior to the expiration of the initial term or applicable extension term. If Tenant fails to exercise any such extension, Landlord will give a Thirty (30) day written notice to Tenant during which Tenant may then exercise such applicable extension, all to afford an inadvertent failure to notify Landlord of the exercise of the extension.

Right of First Refusal: During the term of the Lease, including any extensions provided Tenant is not then in default beyond any applicable grace or cure period, Tenant shall have a right of first refusal to purchase the Leased Premises as follows:

Landlord shall have the right to list and show the Leased Premises for sale at any time during the Lease (or any extension). If Landlord wishes to sell the Leased Premises Landlord shall give to Tenant a notice in writing specifying the terms and conditions upon which another party desires to purchase the Leased Premises and Landlord shall provide Tenant with a certified copy of any executed purchase and sale contract evidencing said terms and conditions. In this notice Landlord shall offer to sell the said Leased Premises to Tenant upon said terms and conditions. If, within ten (10) days after receipt of such notice, Tenant desires to purchase the Leased Premises on the same terms and conditions it shall provide timely written notice to Landlord of such intention and the parties shall then proceed to close the transaction. If Tenant rejects the offer, or if Tenant does not respond to said notice within the 10 days period, then Landlord shall be free to sell to any person upon terms and conditions no more favorable than those specified in said notice. If a sale is to be made on terms and conditions other than so specified then the right to purchase shall again be offered to Tenant as set forth above. However, this right of first refusal shall expire upon the sale of the Leased Premises to a third party in a transaction complying with this provision.

Tenant Deposits: There shall be no security deposits.

Conditions of Lease: This Lease is conditioned upon both of the following:

- a. Final Approval by Tenant's Board by July 15, 2015; and,
- b. Obtaining all necessary approvals and permits.

Landlord Contact: Address: Northern Pride Auto Wash  
c/o Mr. William Desena

1849 Sunset Ridge Drive  
The Villages, FL 32162

Tenant Contact: Bangor Savings Bank  
Real Estate Management Department  
99 Franklin Street  
P.O. Box 930  
Bangor, ME 04402-0930  
Attention: Robert Montgomery-Rice, Senior Vice President

## GROUND LEASE

### 1. BASIC PROVISIONS ("Basic Provisions").

**1.1 Parties.** This Lease ("Lease") dated, for reference purposes only, June 3, 2015, is made by and between **Bangor Savings Bank**, a Maine financial institution ("Tenant") and **Northern Pride Auto Wash**, a Maine corporation (or assigns) ("Landlord"), (collectively the "Parties," or individually a "Party").

**1.2 Conditions of Lease.** Notwithstanding any provision herein, this Lease shall become an obligation of the Tenant only if its Board grants final approval of this Lease by July 15, 2015 and when all necessary permits and approvals have been obtained.

**1.3 Land.** The parcel of land owned by Landlord upon which Tenant shall construct the Building and Improvements, being more particularly bounded and described in Exhibit A attached hereto and made a part hereof by reference (the "Leased Premises").

**1.4 Building.** Consisting of (i) a building with a footprint of approximately 2,108 square feet (the "Building") to be constructed by Tenant on the Leased Premises, (ii) the drive-thru canopy structure (the "Drive-thru Canopy") attached to the Building, and (iii) the two (2) drive lanes servicing the Drive-thru Canopy; the space, the Drive-thru Canopy and the drive lanes are outlined on the conceptual site plan attached as Exhibit B as same may be modified based on the final site plan approval by the City of Portland and to be attached and initialed by Landlord and Tenant, if modified (the "Site Plan") (the "Improvements").

**1.5 Demolition.** During the "Construction Term" defined at 1.6 (a), Tenant will demolish the current building on the Leased Premises at its sole cost and expense as part of the construction project, and shall be obligated to construct the building described in section 1.4 above

**1.6 Terms.** There shall be two Terms to this Lease as follows:

(a) *Construction Term.* The Construction Term shall commence on the first date following the date on which the building permit is issued and continue until the same date of the month four (4) calendar months following.

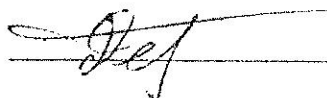
(b) *Occupancy and Rent Commencement Date.* Occupancy may commence and Rent shall commence on the earlier of December 1, 2015 or the date the Occupancy Permit issues. Rent shall commence whether or not an Occupancy Permit has been issued if the earlier event is December 1, 2015. If occupancy commences on other than the first day of the month then rent shall be prorated for the number of days in that month. The Terms of this Lease shall commence on the Occupancy and Rent Commencement Date and shall terminate on the last day of the Two Hundred Forty (240) full months (20 years) following the Occupancy and Rent Commencement Date. Provided Tenant is not in default, Tenant shall have the option to extend this Lease for Five (5) successive Ten (10) year terms, each pursuant to the provisions of Section 3.2.

Tenant agrees to execute such documents as Landlord may reasonably request to evidence such waiver. An affidavit filed by Landlord in the Cumberland County Registry of Deeds certifying that Tenant's Right of First Offer has been waived or has been deemed to be waived as provided herein may be relied upon by any third party as to the accuracy and truthfulness of the statement set forth herein and such third party may rely upon such affidavit.

**39. BINDING EFFECT.**

This lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

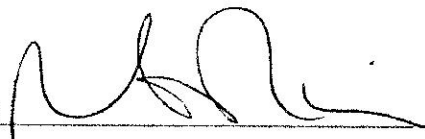
**"Landlord"**



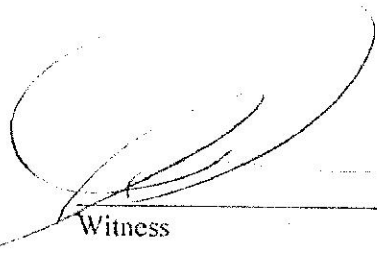
William DeSena  
Its Authorized Member

**"Tenant"**

Bangor Savings Bank

By: 

Its President and CEO

  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness