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## COMMERCIAL LEASE (NET LEASE)

### 1. PARTIES

**Oakhurst Properties LLC**, a Maine limited liability company with an address of 364 Forest Avenue, Portland, Maine 04102 (“Lessor”) leases to **Maine Realty Partners d/b/a Portside Realty Group** (“Tenant”), and Tenant hereby leases from Lessor the following described premises: **Date:** 02/10/16

### 2. LEASED PREMISES

The “leased premises” are deemed to contain **1,992 ±** square feet and are further depicted on “Exhibit A”, which is attached hereto, as “Tenant E” and is located at 330 Forest Avenue, Portland, Maine. The building of which the leased premises are a part is hereinafter referred to as the “Building.” The leased premises are leased together with the right to use in common with others entitled thereto, the common entrances and hallways within the Building providing secondary access to said leased premises, the common restrooms and trash room for the Building, and all exterior areas and retail parking areas serving the Building. As a material condition to Tenant’s obligations under this Lease, Landlord shall provide Tenant no fewer than five (5) parking spaces for its employees and business invitees at all times during the term of the Lease, Tenant’s parking shall not be for any particular designated spaces, provided that the five (5) parking spaces are available within the parking areas serving the Building. The leased premises are accepted in “as is” condition except if specifically set forth to the contrary in the attached “Exhibit B” which is attached hereto. Landlord shall perform all work listed as Landlord’s responsibility in the attached Exhibit B at its sole cost and expense, unless otherwise specified. All work done on the premises shall be completed in a first class manner by qualified professionals by January 10, 2016.

### 3. TERM

The term of this Lease shall be for five (5) years, unless sooner terminated as herein provided, commencing on December 1, 2015 (the “Commencement Date”), and ending on November 30, 2020.

Subject to the following license terms, Tenant also shall be granted early access to the space for the purpose of completing its improvements, effective as of December 1, 2015. Between said early access date and the Commencement Date, Tenant may install improvements (but Tenant shall be responsible for all utilities pursuant to Section 8 below during any such license period). The foregoing license to enter prior to the Commencement Date, however, is conditioned upon Tenant’s workmen and mechanics working in harmony and not interfering with the labor employed by Landlord, Landlord’s mechanics or contractors. Such license is further conditioned upon Workers’ Compensation and public liability insurance and property damage insurance, all in amounts and with companies and on forms satisfactory to Landlord, being provided and at all times maintained by Tenant’s contractors engaged in the performance of the work, and certificates of such insurance being furnished to Landlord prior to proceeding with the work. If at any time such entry shall cause disharmony or interference with Landlord’s mechanics or contractors, this license may be withdrawn by Landlord upon forty-eight (48) hours written notice to Tenant. Such entry shall be deemed to be subject to all of the terms, covenants, provisions and conditions of said Lease except as to the covenant to pay rent. Landlord shall not be liable in any way for any injury, loss or damage which may occur to Tenant, its employees, contractors, agents, workmen and mechanics, or any one or more of them, or to any of Tenant’s decorations or installations so



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made prior to the Commencement Date, the same being sole and Tenant hereby agrees to indemnify and hold Landlord harmless and all claims therefor or arising therefrom.

4. RENT

Rent shall commence on the later to occur of April 1, 2016 or the date of Portland grants Tenant all required permits for the operation of an estate brokerage business from the leased premises (the "Rent Commencement Date"), whichever date occurs sooner. Tenant will be responsible for all utilities during the free rent period between December 1, 2015 and the Rent Commencement Date. Tenant shall pay to Landlord the following base rent:

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<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
1	\$18,924.00	\$1,577.00
2	\$19,586.34	\$1,632.20
3	\$20,271.86	\$1,689.32
4	\$20,981.38	\$1,748.45
5	\$21,692.67	\$1,807.72

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:

Oakhurst Properties LLC  
Attention: Thomas Brigham  
364 Forest Avenue  
Portland, Maine 04102

If Tenant does not pay base rent, supplemental and additional rents, or other fees and charges within five (5) business days of the due date pursuant to the terms 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 within five (5) business days of the due date. 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:

None

6. SECURITY  
DEPOSIT

Upon the execution of this Lease, Tenant shall pay to Landlord the amount of \$1,577.00, which shall be held as a security for Tenant's performance as herein provided and refunded to Tenant without interest within thirty (30) days of the end of this Lease term subject to Tenant's satisfactory compliance with the conditions hereof.

In the event of a conveyance of Landlord's interest in the leased premises or any property of which the leased premises form a part, Landlord shall have the right to transfer the security deposit to its successor in interest, and Landlord shall thereupon be released by Tenant from all liability for the return of the security deposit, and Tenant agrees to look solely to the new landlord for the return of the security deposit. It is agreed that the provisions hereof shall



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apply to every transfer or assignment made of the security of the building to the landlord.

7. RENT ADJUSTMENT  
A. TAXES

Tenant will pay to Landlord as additional rent hereunder, in with subparagraph B of this Section, Tenant's Proportionate hereinafter defined) of all real estate taxes on the Building a 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. Real estate taxes (which term shall include personal property to the extent that air conditioning equipment or similar Building appurtenances for the use and benefit for all of the occupants of the Building are classified as personal property for tax purposes) shall mean all real estate taxes, betterments and assessments (special or general, ordinary or extraordinary), including without limitation, so-called improvement district assessments, water and sewer taxes, and any other charges made by public authority which upon assessment or upon failure of payment become a lien upon the Building or associated land. If Landlord obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less Tenant's Proportionate Share of the reasonable documented fees and costs incurred in obtaining the same, if any, shall be refunded to Tenant.

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As used herein, "Tenant's Proportionate Share" shall be equal to the square footage of the leased premises (as set forth above) divided by the total leasable building area of the Building, as reasonably determined by Landlord. Landlord estimates that the Tenant's Proportionate Share will be 14%.

B. OPERATING COSTS

Tenant shall pay to Landlord as additional rent hereunder in accordance with this Section, Tenant's Proportionate Share of all operating expenses. Operating expenses are defined for the purposes of this Lease as all costs and expenses actually incurred by Landlord in connection with the operation, management, maintenance and repair of the Building and its appurtenances and all exterior areas, retail parking areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the Building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "Exterior Areas"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air conditioning, water, sewer, and other utility services and facilities to the Building; (ii) all costs of insurance carried by Landlord related to the Building or Exterior Areas ; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the Building and Exterior Areas including the maintenance and repair of heating and air conditioning units and any other common Building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the Building and Exterior Areas in a well-maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the Building and Exterior Areas, including reasonable property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the Building and Exterior Areas by Landlord. All operating expenses shall be commercially reasonable, and Tenant shall not be charged more than once for any such expense incurred only once by Landlord. Tenant's share of operating expenses shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.



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Notwithstanding the foregoing, to the extent that the cost of replacement or improvement performed by Landlord during required to be depreciated under the applicable provisions of Revenue Code of 1986 as amended, rather than deducted as year incurred (such repair, replacement or improvement, a “Replacement”), then there shall be included in operating expense lease year only that portion of such cost that bears the same ratio to the total of such cost as the then remaining term of this Lease bears to the period over which such Capital Repair and Replacement must be depreciated under the Internal Revenue Code, provided in no event shall repainting be considered a Capital Repair and Replacement, but shall be included in operating expenses at cost in the lease year incurred, and provided further if the need for any Capital Repair and Replacement shall arise out of the negligence or default of Tenant, its subtenants or its or their employees, agents, invitees or contractors, the cost of the same shall be included as operating expenses payable by Tenant in the year incurred.

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Tenant acknowledges that, as of the execution of this Lease, Landlord has provided Tenant with a breakdown of the estimated operating expenses for 2013. 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 such real estate taxes and operating expenses for the then current year. After the first lease year, said estimated payments shall be based on actual costs incurred during the last calendar 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 real estate taxes and operating expenses for the current year. After the end of each calendar year, Landlord shall deliver to Tenant a statement showing in reasonable detail the amount of such real estate taxes and operating expenses also showing Tenant's share of the same. 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 deducted from rent and estimated expense payments for the month(s) immediately following delivery of the statement until the excess payment is fully reimbursed (except that for the last year of the term of this Lease any overpayment shall be refunded to Tenant within thirty days after delivery of such statement to Tenant).

Landlord reserves the right to calculate operating expenses for a 12-month period other than the calendar year (e.g., July 1 – June 30), in which event references in this Section to calendar year shall be changed to the applicable 12-month period, as appropriate.

## 8. UTILITIES

Tenant shall pay, as they become due, all bills for gas, electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and separately metered to the leased premises, 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 cold water to the leased premises for ordinary drinking and cleaning. Landlord also shall provide water and heat so as to maintain the common restrooms for the Building at comfortable levels during normal business hours on regular business days of the heating seasons of each year, and to light the common entrances and hallways within the Building during business hours, all subject to interruption due to any accident, to the making of repairs,



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alterations or improvements, to labor difficulties, to trouble electricity, service, or supplies from the sources from which obtained for said Building, or to any cause beyond Landlord

Landlord shall have no obligation to provide utilities or 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.

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9. USE OF LEASED PREMISES Tenant shall use the leased premises only for the purpose of operating a retail residential real estate brokerage firm or related accessories.
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, 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 which is contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the Building or its contents; 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. Tenant shall observe and comply with all reasonable rules and security regulations now or hereafter made by Landlord for the care and use of the leased premises, the Building, its facilities and approaches, provided that such rules and regulations are similarly imposed upon all tenants at the Building
11. MAINTENANCE  
A. TENANT'S OBLIGATIONS Tenant has the right to inspect the leased premises prior to the Commencement Date. Tenant acknowledges by entry thereupon that, as of the Commencement Date, the leased premises are in good and satisfactory order, repair and condition unless Tenant sets forth in writing within five (5) business days after the aforementioned inspection the items or aspects of the premises which are in disrepair or require corrective action. Landlord will remedy such items or aspects of the premises that are Landlord's responsibility within ten (10) business days of receipt of such written list. Tenant covenants during said term and further time as Tenant holds any part of said premises to keep the leased premises (including any and all lighting, electrical systems, plumbing, hot water heating equipment, and fixtures serving the leased premises and located in or reasonably accessible from within the leased premises, but not including the HVAC unit serving the leased premises) in as good order, repair and condition as the same are in at the Commencement Date, or may be put in thereafter, damage by fire or casualty and reasonable use and wear only excepted. Tenant covenants to keep all plate glass windows in as good order, repair and condition as the same are in at the Commencement Date (normal wear and tear excepted) and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed. Tenant shall keep and maintain the leased premises and appurtenant common areas clean and free from rubbish, trash and garbage, and neat in appearance.
- B. LANDLORD'S OBLIGATIONS Landlord agrees to maintain and keep in good repair the HVAC unit serving the leased premises, the electrical systems and plumbing serving the leased premises and not located in or reasonably accessible from within the leased



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premises, the roof, exterior walls and structure of the Building and Exterior Areas in the same condition as they are at the Commencement of the Lease, except for reasonable wear and tear, damage by fire and other casualty unless such maintenance or repair is made necessary by fault of the Tenant or the employees, contractors, agents or invitees of the Tenant. In any case such maintenance or repair shall be at the expense of the Tenant. The Tenant shall pay all costs thereof. Landlord will (i) maintain and repair, and promptly remove snow and ice from, the access drives, parking areas, sidewalks and other paved areas within Exterior Areas, and arrange for all the landscaped areas to be maintained in a neat appearance; (ii) arrange for the common restrooms for the Building to be cleaned regularly; (iii) promptly remove litter from all Exterior Areas; and (iv) provide, and maintain in good order, condition and repair, adequate lighting for the common areas of the Building and the access drives, parking areas and sidewalks. Repairs or replacements will be made within a reasonable time (depending on the nature of the repair or replacement needed) after receiving notice from Tenant or Landlord having actual knowledge of the need for a repair or replacement.

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## 12. ALTERATIONS / ADDITIONS

Tenant shall not make any permanent alterations or improvements to the leased premises without on each occasion obtaining prior written consent of Landlord, based on plans and specifications submitted to Landlord for approval. Unless otherwise agreed in writing, Landlord shall have the right to require Tenant to remove any such permanent alterations or improvements made by Tenant upon the expiration or earlier termination of this Lease. All alterations or improvements made with Landlord's written consent shall become the property of Landlord when completed and paid for by Tenant and shall remain as part of the leased premises at the end of the term; provided, however, that the parties may agree in writing prior to making such alterations, additions, or improvements that the improvements shall remain the property of Tenant, in which case Tenant shall remove any alterations or improvements at the end of the term, and Tenant shall repair any damage to the leased premises caused by such removal. Any alterations or improvements made by Tenant shall be made in a good and workmanlike manner and in compliance with all applicable laws. 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 by reason of the conduct of Tenant, Tenant shall immediately take action to 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.

Landlord reserves the right at any time to make alterations, repairs or additions to the Building and the Exterior Areas, or to add or withdraw buildings or property from Landlord's property; provided that Tenant's access or use of the leased premises or parking areas are not unreasonably adversely impacted.

## 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, which consent shall not be unreasonably withheld, provided that nothing herein shall limit Landlord's right to withhold its consent if Landlord shall have reasonable concerns about (i) the financial status of the proposed transferee or its ability to perform the obligations under this Lease,



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(ii) the proposed use or division of the leased premises, or (i or identity of the proposed transferee. In any case where La consent to such assignment or subletting, Tenant named her fully liable for the obligations of Tenant hereunder, including limitation, the obligation to pay the rent and other amounts ] this Lease. For purposes of this Lease, the change of more t Date: 02/10/16 members of Tenant's corporation shall constitute an assignment of this Lease, and Tenant hereby represents that Dava M. Davin and her husband James M. Davin (who does not work in Tenant's business) are the only shareholders of Tenant's corporation as of the execution hereof.

#### 14. SUBORDINATION AND QUIET ENJOYMENT

This Lease shall be subject and subordinate to any and all mortgages and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part, and Tenant shall, when requested, promptly execute and deliver such written instruments as shall be reasonably requested by Landlord's lender to show the subordination of this Lease to said mortgages and, if required by the mortgagee, to agree not to prepay rent more than one month in advance, to provide said mortgagee with notice of and reasonable opportunity to cure any defaults by Landlord, and not to amend, modify or cancel this Lease without mortgagee's written consent, provided that the holder of such mortgage enters into a subordination, non-disturbance and attornment agreement with Tenant by the terms of which such holder agrees not to disturb Tenant in its possession of the leased premises so long as Tenant continues to perform its obligations hereunder and, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise, to accept Tenant as Tenant of the leased premises under the terms and conditions of this Lease, and Tenant agrees to recognize such holder or any other person acquiring title to the Premises as having the rights of the Landlord and to attorn to said holder or other person if requested. Tenant agrees to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions. In addition, Tenant agrees to sign within ten (10) business days after they are requested, such estoppel certificates as are required by Landlord's lender or otherwise requested by Landlord, certifying, if such be the case, that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the Lease as modified is in full force and effect), and that there are no defenses or offsets thereto then accrued, or stating those claimed, and that Landlord is not in default of its obligations under this Lease (or if so, describing such default), and the dates to which the Rent and other charges have been paid, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of, or any prospective holder of a mortgage upon the premises, or by any other properly interested party.

#### 15. LANDLORD'S ACCESS

Landlord or agents of Landlord may, at all reasonable times upon reasonable notice during the term of this Lease, enter the leased premises (i) to examine the leased premises upon reasonable notice, and, if Landlord shall so elect, to make any repairs or additions Landlord may deem necessary (subject to the terms of Section 12) and, at Tenant's expense, to remove any alterations, additions, improvements, signs 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 nine (9) months preceding the expiration of this Lease. Landlord also reserves the right at any time within nine (9) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for leasing or selling the leased



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premises or property of which the leased premises are a part same so affixed without hindrance or molestation.

## 16. INDEMNIFICATION AND LIABILITY

Except to the extent arising out of the negligence or willful Landlord (or its agents, employees, licensees or contractors) from and after the date on which Tenant shall take possession of the premises and throughout the term of this Lease, indemnify and hold Landlord harmless from and against all liabilities and claims arising out of damage to any property or death or injury to any person sustained on the leased premises, or arising out of or in connection with Tenant's possession, use, occupation or control of the leased premises, and from and against all liabilities and claims arising out of damage to any property or death or injury to any person occasioned by any act or neglect of Tenant, its agents, employees, licensees or contractors.

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With respect to claims against Landlord by an employee of Tenant, any Tenant contractor, or anyone employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be subject to any limitation on amount or type of damages, compensation or benefits payable by or for Tenant or any contractor under Workers' Compensation acts, disability benefit acts or other employee benefit acts, and solely for purposes of this indemnity, Tenant hereby agrees not to assert as a defense to the enforcement of this indemnity any immunity or any such limitation provided by any such act.

The provisions of this Section 16 shall survive the termination or earlier expiration of the term of this Lease.

## 17. INSURANCE

Tenant shall (i) maintain commercial general liability insurance with respect to the leased premises, with such insurance company as Landlord shall reasonably approve, in amounts not less than One Million Dollars (\$1,000,000) for injury to, or death of, one or more persons in a single accident or occurrence, and for damage to property, with deductibles of not more than \$5,000 per occurrence, said policy to be written on an occurrence basis and to contain a clause to the effect that such policy and the coverage evidenced thereby shall be primary with respect to any policies carried by Landlord, and that any coverage carried by Landlord shall be excess insurance, and (ii) keep all of its leasehold improvements, equipment, furniture, fixtures and any other personal property located on the leased premises insured with coverage for perils as set forth under the Causes of Loss - Special Form, in an amount equal to the full insurable value thereof, Landlord shall be listed as an additional insured on said commercial general liability policy. Tenant shall deposit with Landlord certificates for such insurance at or prior to taking possession of the leased premises, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each assured named therein.

Landlord shall keep the Building insured against loss or damage by fire or casualty, in an amount equal to the full insurable value thereof. All proceeds payable under the insurance policies carried by Landlord shall belong to Landlord. Landlord shall also maintain commercial general liability insurance (or umbrella coverage) on the Landlord's property having a combined single limit coverage of not less than One Million Dollars (\$1,000,000.00) for injury to, or death of, one or more persons in a single accident or occurrence, and property damage insurance in an amount not less than One Million Dollars (\$1,000,000.00).



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Each of Landlord and Tenant hereby releases the other and its directors, shareholders, agents and employees from any and all responsibility (to the other or anyone claiming through or under subrogation or otherwise) for any loss or damage to property or casualty, to the extent covered by the insurance carried by the party, or anyone for whom such party may be responsible. Date: 02/10/16

18. FIRE CASUALTY -  
EMINENT DOMAIN

(a) Should the whole or any part of the leased premises be destroyed or damaged by fire or other casualty after the execution and before the termination hereof, then in every such case, the base rent, or a just and proportionate part thereof according to the nature and extent to which the leased premises shall have been rendered unfit for use and occupation, shall thereafter be suspended or abated until the leased premises shall have been put, by and at the expense of Landlord, in substantially the condition in which they were immediately prior to such destruction or damage. Landlord shall proceed forthwith after such destruction or damage to repair and restore the leased premises, to substantially the condition in which they were immediately prior to such destruction or damage; provided, however, that in the event that the Building shall be destroyed or damaged as aforesaid and such destruction or damage shall amount to twenty-five percent (25%) or more of the sound insurable value of the Building (exclusive of excavation costs and foundations), this Lease may be terminated and ended at the election of Landlord, provided that notice in writing of such election shall be sent by Landlord to Tenant within thirty (30) days after such destruction or damage as aforesaid. Upon termination as aforesaid, this Lease and the term thereof shall cease and come to an end, and any unearned rent or other charges paid in advance shall be refunded to Tenant. If the destruction or damage to the Building is such that Landlord shall not have the right to terminate this Lease under the provisions of this Section, or in the event that Landlord, having such right, shall elect not to terminate this Lease as aforesaid within the time provided, Landlord shall proceed forthwith to repair and restore the leased premises as aforesaid; provided, however, that Landlord shall not be obligated to commence such repairs and restoration until the insurance proceeds have been paid to Landlord for such destruction or damage. It is agreed that in repairing the damage or restoring the leased premises to substantially the condition as they existed before the fire or other damage, Landlord shall not be required to spend any sums in excess of the net proceeds received by Landlord on account of such destruction or damage under the applicable insurance policies, nor shall Landlord be required to restore any furniture, chattels or Tenant's fixtures and personal property which Tenant has furnished, equipped or installed in connection with the operation of Tenant's business upon the leased premises, all of which Tenant shall restore, unless Landlord shall have elected to terminate this Lease pursuant to the provisions of this Section. Notwithstanding anything to the contrary contained herein, if Landlord does not elect to terminate this Lease pursuant to this Section after any occurrence giving rise to Landlord's right to so terminate or restore, and the leased premises shall not be put in proper condition for use and occupation by Tenant within one hundred eighty (180) days of such occurrence, then Tenant shall have the right to terminate this Lease by giving Landlord written notice of its decision to terminate within thirty (30) days after the end of such 180-day period.



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(b) Should a substantial portion of the leased premises or taken by eminent domain, either Landlord or Tenant may elect this Lease as of the date possession is taken by the condemnor reserves and excepts all rights to damages to the leased premises and the leasehold hereby created, accrued or subsequently arising of any taking by eminent domain; and by way of confirmation 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 reasonably request, at Landlord's expense.

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## 19. DEFAULT AND BANKRUPTCY

In the event that:

- (a) Tenant shall default in the payment of any installment of rent or other sum herein specified when due, which default is not corrected within five (5) business days after written notice thereof; or
- (b) Tenant shall default in the payment of any installment of rent or other sum herein specified when due, after Landlord has given written notice pursuant to subparagraph (a) above twice within a 12-month period (i.e., the third such default within a 12-month period shall not be curable); or
- (c) Tenant shall fail to secure insurance or to provide evidence of insurance as set forth in Section 17 of this Lease, where such failure shall continue for a period of five (5) business days after Landlord notifies Tenant in writing of such failure; or
- (d) Tenant shall assign this Lease or sublet all or any portion of the leased premises without complying with all the provisions of Section 13; or
- (e) Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, or in case of a default that cannot with due diligence be cured within said thirty (30) day period, Tenant fails to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence and within a period of time that under all prevailing circumstances shall be reasonable; or
- (f) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (g) 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 law,

(an "Event of Default"), 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 or 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



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Landlord the entire unpaid rental and all other balances due for the remainder of the term.

Landlord agrees to use commercially reasonable efforts to repair damages under this Section. In the event that the leased premises are re-let to another tenant, the rent paid by said tenant, less reasonable expenses incurred in the re-letting process, shall be deducted from the amount due from Tenant under this Lease. Date: 02/10/16

In the event it is necessary for Landlord to commence any proceedings to collect any rent or other payment due from Tenant to Landlord under this Lease or to enforce Landlord's rights for any other default of Tenant, then in such event Tenant shall reimburse Landlord for all reasonable attorney's fees and costs to enforce Landlord's rights under this Lease. All such additional payments shall be considered additional rent and shall be due and payable on demand.

#### 20. NOTICE

Any notice from Landlord to Tenant relating to the leased premises or to the occupancy thereof, shall be deemed duly served: if mailed to Tenant by certified mail, return receipt requested, postage prepaid, to the address listed by the Maine Department of Secretary of State on-line CEC database for the Clerk/Registered Agent for Tenant on the date the Notice is issued; or to the attention of Dava M. Davin, Broker/Owner, Portside Realty Group, 190 U.S. Route 1, Falmouth, ME 04105, or such other address as Tenant may designate in writing. Any notice from Tenant to Landlord relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to Landlord by certified mail, return receipt requested, postage prepaid, addressed to Landlord at Landlord's address as set forth in Section 1, or at such other address as Landlord may from time to time advise in writing.

#### 21. SURRENDER

Tenant shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions, alterations and improvements thereto (except as otherwise agreed) in good order, repair and condition, damage by fire, unavoidable 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.

#### 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 agent 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 reasonable 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



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may be obligated by federal, state and/or local law to obtain that upon termination of this Lease, Tenant will, at its expense, remove any and all Hazardous Materials which by the actions of Tenant or its employees, agents or invitees came to exist on, in or under the leased premises during the term of this Lease or any extension thereof and comply with applicable state and federal laws as the same may be amended from time to time.

Date: 02/10/16

Tenant further agrees to deliver the leased premises to Landlord at the termination of this Lease free of all Hazardous Materials which by the actions of Tenant or its employees, agents or invitees came to exist on, in or under the leased premises during the term of this Lease or any extension thereof. 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 for recovery of any judgment from Landlord, it being agreed that Landlord is not personally liable for any such judgment. The provisions 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. Under no circumstances shall Landlord ever be liable for 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 after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation, or in case of a default that cannot with due diligence be cured within said thirty (30) day period, Landlord fails to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence and within a period of time that under all prevailing circumstances shall be reasonable.
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 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, successor 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 two (2) times 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 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.



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28. JURY TRIAL WAIVER

NOTWITHSTANDING ANYTHING IN THIS LEASE TO CONTRARY, TENANT AND LANDLORD, FOR THEMSE THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOW WILLINGLY, AND VOLUNTARILY WAIVE ANY AND TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL ANY FORCIBLE ENTRY AND DETAINER (“FED”) ACTION 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.

Date: 02/10/16

29. PERSONAL PROPERTY

Tenant shall pay any and all taxes levied or assessed on Tenant’s leasehold improvements, equipment, furniture, fixtures and any other personal property located in the leased premises. In the event any or all of Tenant’s leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the Building, Tenant shall pay to Landlord its share of such taxes within twenty (20) days after written request by Landlord. If Tenant does not remove its personal property from the leased premises prior to the expiration or earlier termination of this Lease, Landlord may, at its option, remove the same (and repair any damage occasioned thereby) and dispose thereof or deliver the same to any other place of business of Tenant, or warehouse the same, and Tenant shall pay the cost of such removal, repair, delivery or warehousing to Landlord on demand, or Landlord may treat said personal property as having been conveyed to Landlord with this Lease as a bill of sale, without further payment or credit by Landlord to Tenant. The foregoing obligations of Tenant shall survive the expiration or earlier termination of this Lease.

30. MISCELLANEOUS

If Tenant is more than one person or party, Tenant’s obligations shall not 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, successor 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 leased 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



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employee or agent of Landlord shall alter, change, or modify provisions hereof. This Lease shall be governed exclusively hereof and by the laws of the State of Maine. The headings are for convenience only, and shall not be considered a part

31. BROKERAGE

Tenant warrants to Landlord that it has not dealt with any similar person concerning the leasing of the Premises other than the Dunham Group and Cardente Real Estate. Brokerage fees that are the responsibility of Landlord shall be paid upon the commencement of the term of this Lease. Date: 02/10/16

32. SIGNAGE:

Tenant will be permitted at its sole cost and expense to install signage adjacent to the entrance of the leased premises, and on the signs for the Building to be located on the corner of Bedford Street and Forest Avenue and at the entrance to the parking lot on Forest Avenue; provided that (a) all signage shall be in compliance with all applicable governmental regulations, and (b) Tenant shall first submit its plans for any such sign to Landlord for its approval, which approval shall not be unreasonably withheld so long as Tenant's proposed sign is consistent with the signage plan delivered by Landlord. Landlord agrees to review and approve such plans, or state the reason for disapproval, within ten (10) business days after receipt thereof. Tenant shall not permit to be placed any other signs or advertising device on the exterior of the leased premises or in the windows of the leased premises which are visible from outside the leased premises without first obtaining Landlord's prior written consent, which shall not be unreasonably withheld; provided, however, that Tenant may replace window signs visible from outside the leased premises that have been approved by Landlord with replacement window signs substantially similar in size and format, without first obtaining Landlord's consent. Tenant shall repair, maintain, and replace any sign which may be approved by Landlord. Tenant shall repair and restore all Building/sign surfaces to their original condition when installing or removing any sign.

33. TELECOMMUNICATIONS:

Installation and maintenance of all telephone wiring, data infrastructure and network cabling are the responsibility of Tenant. Landlord shall install basic telephone wiring and cabling at a central location for the Building prior to commencement of the term of this Lease.

34. PERSONAL GUARANTY:

Tenant's obligations hereunder shall be personally guaranteed by Dava M. Davin in accordance with the Guaranty agreement attached hereto.

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

[Signatures Located on Following Page]



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IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this \_\_\_\_ day of No

TENANT:  
MAINE REALTY PARTNERS d/b/a  
Portside Real Estate Group

LANDLORD:  
OAKHURST PROPERTIES LLC

Date: 02/10/16

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness to Tenant

\_\_\_\_\_  
Witness to Landlord

ATTACHMENTS:

- Exhibit A: Plan of Leased Premises
- Exhibit B: Landlord Work to be Performed
- Personal Guaranty of Dava M. Davin

EXHIBIT B  
Landlord's Work

Landlord will complete the following work in accordance with Section 2 of the Lease:

- Install electrical outlets per City of Portland code. Tenant shall have the right to install any additional electrical outlets it may require for its use of the leased premises.
- Landlord shall deliver the leased premises to Tenant in full conformity with City of Portland life safety, fire and building codes on or before January 10, 2016.
- Clean floor of tar on or before January 10, 2016.
- Clean and repaint ceiling to a color of Tenant's choosing so as to remove all tar and tar remnants on or before January 10, 2016.



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GUARANTY

For value received, and in consideration for and as an inducement to OAKHURST PROPERTIES (“Landlord”) to enter into a Commercial Lease with Maine Realty Partners d/b/a Portside Realty ( certain premises located at Forest Avenue, Portland, Maine, Dava Davin (“Guarantor”) does hereby guaranty to Landlord the complete and due performance of each and every agreement, covenant, t Date: 02/10/16 of the Lease to be performed by Tenant and Tenant’s successors and assigns, including (without limitation) the payment of all sums of money stated in the Lease to be payable by Tenant. Guarantor hereby waives notice of default in the punctual and full payment of rent and any other charges due under the Lease, and of default in the full and punctual performance and observance of any of Tenant's covenants, conditions and agreements contained in said Lease, and waives all suretyship and guarantorship defenses generally. Failure of Landlord to insist upon strict performance or observance of any of the terms, provisions or covenants of the aforesaid Lease or to exercise any right therein contained shall not be construed as a waiver or relinquishment or the failure of any such term, provision, covenant, or rights, and the same shall continue and remain in full force and effect. Receipt by Landlord of rent with knowledge of the breach of any provision of the aforesaid Lease shall not be termed a waiver of such breach. Further, Guarantor covenants and agrees that he shall not be released from the obligations of this Guaranty, nor shall said obligations be diminished or otherwise affected: (i) by an extension of time or other favor or indulgence granted to Tenant under said Lease or by any waiver with respect to the payment of rents, additional rents and other charges to be paid by Tenant or with respect to the performance and observance of any other Tenant obligations under said Lease; (ii) by any assignment of said Lease or any licensing or subletting of all or any portion of the leased premises; (iii) by the acceptance by Landlord of any security for the punctual and full payment of said rents or the punctual and full performance and observance of said Tenant obligations, or the release, surrender, substitution or modification of any security from time to time held by Landlord, or by any act or omission to act by Landlord with respect to any such security; or (iv) by any amendment or modification of said Lease; it being the intent hereof that Guarantor shall at all times be and remain liable to Landlord to the same extent as if she was jointly and severally liable with Tenant to Landlord for the performance of all the terms, conditions and provisions in said Lease contained on the part of Tenant to be performed. The liability of Guarantor hereby shall be primary, and in any right of action which may accrue to Landlord under the Lease, Landlord may, at Landlord's option, proceed against Guarantor and Tenant, or may proceed against either Guarantor or Tenant without having commenced any action against or having obtained any judgment against the other. Guarantor further waives notice of acceptance of this Guaranty by Landlord and diligence on its part in the enforcement of the obligations of Guarantor hereunder. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant or any creditors', receivership, bankruptcy, or other proceedings; (b) the impairment, limitation, or modification of the liability of Tenant, or the estate of Tenant in bankruptcy, or any remedy for the enforcement of Tenant's said liability under the Lease, resulting from the operation of any present or future provision of any bankruptcy or insolvency law, or other statute, or from the decision of any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or the transfer of the Lease by Tenant; (e) any disability or other defense of Tenant; or (f) the cessation from any cause whatsoever of the liability of Tenant. Guarantor further agrees to pay all reasonable costs, legal expenses and attorneys' fees incurred or paid by Landlord in the enforcement of this Guaranty. This Guaranty may not be changed, modified, discharged, or terminated orally, or in any manner other than by an agreement in writing signed by Guarantor and Landlord. Guarantor hereby agrees that if any of his obligations hereunder shall be held to be unenforceable, the remainder of this Guaranty and its application to all obligations other than those with respect to which it is held unenforceable shall not be affected thereby and shall remain in full force and effect. All terms and provisions of this Guaranty shall inure to the benefit of Landlord, its successors and assigns, and shall be binding upon Guarantor, his heirs, successors and assigns.

Guarantor agrees that any notice or demand upon him shall be deemed to be sufficiently given or served if in writing and mailed by registered or certified mail, return receipt requested, postage prepaid, addressed to the attention of Dava M. Davin, Broker/Owner, Portside Realty Group, 190 U.S. Route 1, Falmouth, ME 04105, or such other address as Guarantor may designate in writing.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty this \_\_\_\_ day of November, 2015.

Guarantor:

\_\_\_\_\_

Dava M. Davin

Witness to Guarantor



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Date: 02/10/16