

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT is made as of the 21st day of April, 2014, by and between **RANDY J. CRESWELL AND GWEN A. CRESWELL**, 70 Fessenden Street, Portland, Maine 04103 (collectively, "Landlord"), and **ROBERT BARCA**, of Portland, Maine ("Tenant").

Landlord and Tenant hereby agree as follows:

1. LEASED PREMISES. Landlord, for and in consideration of the agreements of Tenant hereinafter set forth, leases to Tenant, and Tenant leases from Landlord, the real property located at 70 Fessenden Street, Portland, Maine, and all improvements thereon (the "Leased Premises").

2. COMMENCEMENT AND TERM. The term of this Lease shall commence on the 1st day of August, 2014, and, subject to extension as provided in Section 18 of this Agreement and subject to earlier termination as provided in this Agreement, shall terminate on the 31st day of July, 2017 (such time period, as the same may be extended as provided in Section 18 being referred to herein as the "Lease Term").

3. MONTHLY RENT. Tenant covenants and agrees to pay as rent for the Leased Premises, during the Lease Term, equal monthly installments of \$2,500.00, with all such payments due on the 1st day of each month during the Lease Term, such monthly payments to be delivered to Landlord's mailing address at 8 Ricker Road, Falmouth, Maine 04105, or such other address as Landlord may designate by notice to Tenant.

4. INSURANCE; INDEMNIFICATION.

(a) Tenant acknowledges that any insurance for fire or other casualty coverage which Landlord elects to purchase with respect to the Leased Premises shall be for the sole benefit of Landlord, and that such insurance shall not cover Tenant's personal property or other appurtenances. Furthermore, Tenant waives as against Landlord and covenants and agrees to hold Landlord harmless from all claims by Tenant or any person claiming by, through or under Tenant by way of subrogation or otherwise, arising from the destruction of, loss of or damage to any personal property located in or about the Leased Premises belonging to Tenant or others, whether or not caused by a condition of the Leased Premises, to the extent that such destruction, loss or damage is covered by insurance carried by Tenant, in order that no insurance carrier shall have a claim by way of subrogation against Landlord for such damage or loss. Any damage arising from the negligence or willful act or omission of Tenant, persons living with Tenant, or his employees, invitees or guests, shall be the responsibility of Tenant, who shall bear all costs associated with repairing such damage. Tenant shall forever save and hold Landlord harmless from and against all claims for damage to or loss of property, and all claims for injuries to or death of persons, in or about Leased Premises caused by the acts or omissions of Tenant, or his employees, invitees or guests, and/or resulting from Tenant's failure to observe or comply with any of Tenant's obligations undertaken in this Lease.

(b) Tenant shall procure and maintain during the entire Lease Term a policy

of renter's insurance on an occurrence basis insuring Tenant's personal property against damage by fire and other perils typically covered by a renter's policy of insurance, on a replacement cost basis and in an amount equal to the full replacement value of such items of personal property.

5. REPAIR AND MAINTENANCE.

(a) Tenant agrees that from and after the date that possession of the Leased Premises is delivered to Tenant, and until the end of the Lease Term, Tenant will keep the Leased Premises neat and clean and, except as provided in this paragraph, maintain the Leased Premises in as good order, condition and repair as the same were in on the date of this Lease, reasonable wear and tear excepted. Any damage arising from the acts or omissions of Tenant, persons living with Tenant, or their employees, invitees or guests, shall be the responsibility of Tenant, who shall bear all costs associated with repairing such damage.

(b) Landlord shall be responsible for all repairs to the structural elements of the residence on the Leased Premises and all repairs or replacements to the major appliances, except to the extent any of the foregoing are necessitated by the negligence, misuse, or abuse of Tenant or any person claiming by, through, or under Tenant, in which event Tenant shall be responsible for the cost of such repairs and/or replacements. All other items of maintenance and/or repair on or to the Leased Premises shall be Tenant's sole responsibility and expense unless otherwise agreed to by Tenant and Landlord in writing.

(c) Without limiting the generality of the foregoing clauses (a) and (b), Tenant shall be primarily responsible for the mowing and trimming of the grass, maintenance of the garden beds, and raking of leaves, all as a prudent homeowner would do. Landlord shall be primarily responsible for the removal of snow and ice, all as a prudent homeowner would do. Tenant shall keep the smoke detectors and carbon monoxide detectors in working condition by keeping charged batteries in battery-operated smoke detectors and carbon monoxide detectors, by testing smoke detectors and carbon monoxide detectors periodically and by refraining from disabling the smoke detectors and carbon monoxide detectors.

(d) Tenant shall not permit any repair or service to any of Landlord's heating, ventilating, air conditioning, plumbing, electrical, or lighting systems, or other equipment or fixtures, or any appliances furnished with the Leased Premises, if any, without first securing the express written permission of Landlord.

(e) Tenant shall not use the Leased Premises in any manner which would overload or otherwise adversely affect the heating, electrical, water supply, plumbing, or septic and/or sewage systems of the Leased Premises. Without limiting the generality of the foregoing, Tenant shall use the plumbing system only for normal household use and shall use the drains only for normal household waste.

(f) Tenant agrees to notify Landlord immediately upon discovering any signs of building problems, plumbing problems, electrical problems, structural problems or pest activity. Tenant shall notify Landlord in writing of any deficiencies in the smoke detectors and carbon monoxide detectors.

6. FIXTURES; ALTERATIONS.

(a) Tenant shall not erect or attach any fixtures to the Leased Premises, including, without limitation, to the 1st floor newel post or the newel posts of the 3rd floor surround. Without limiting the generality of the foregoing, Tenant shall not use molly bolts or similar hardware or fixtures in the Leased Premises, and Tenant shall use existing hanging hardware (or similar hardware designed for use on horsehair plaster walls) for affixing pictures or similar decorations to the Leased Premises.

(b) No alterations, additions or improvements shall be made by Tenant in or to the Leased Premises without the prior written consent of Landlord, which Landlord may withhold in its sole discretion. "Alterations" include painting and wallpapering. Tenant shall hold Landlord harmless for any mechanic's liens or similar claims against the Leased Premises resulting from work contracted for by Tenant, and shall discharge any mechanic's liens or similar claims within 10 days after the filing thereof at Tenant's sole cost and expense.

7. USE OF PREMISES. Tenant agrees to use the Leased Premises only for single family residential purposes and not to use the Leased Premises for any unlawful purpose or for any purpose deemed hazardous by insurance companies. Tenant agrees that the maximum amount of primary occupants that may reside at the Leased Premises may not exceed 2 persons (including Tenant). From time to time, Tenant may allow additional occupants, up to a maximum amount of 8 persons (including Tenant), to occupy the Leased Premises provided that no such additional occupants may occupy the Leased Premises for more than 30 consecutive days, unless otherwise agreed to by Landlord and Tenant. Tenant agrees not to keep any liquid-filled furniture (such as, but not limited to, any water bed or aquarium) on the Leased Premises.

8. LANDLORD'S ACCESS TO PREMISES. Tenant shall permit Landlord or Landlord's agents to enter onto or into the Leased Premises or any part thereof at any time to make emergency repairs, and at all reasonable hours with reasonable notice for the purpose of examining the Leased Premises, showing the Leased Premises to prospective purchasers or future tenants, or making such repairs or alterations thereto as Landlord, in Landlord's sole discretion, may deem necessary or desirable. Tenant shall not change or add any locks to the Premises without the prior written consent of Landlord.

9. SUBLETTING AND ASSIGNMENT. Tenant shall not assign this Lease nor sublet the Leased Premises or any portion thereof.

10. COMPLIANCE WITH LAWS. Tenant shall observe and comply with all rules, regulations, and laws now in effect or which may be enacted during the Lease Term by any municipal, county, state or federal authorities having jurisdiction over the Leased Premises, and to indemnify Landlord for any damage, loss or other liability caused by violation of any such rules, regulations and laws.

11. WAIVER. Failure of Landlord to insist on the strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, agreement or condition, but the same shall continue in full force and effect.

12. DEFAULT BY TENANT. Upon the happening of any one or more of the Events of Default, as defined in this Paragraph, Tenant shall be in default under this Lease. Upon an Event of Default, Landlord may, at Landlord's sole election, give to Tenant a notice that the Lease Term has terminated, in which event the Lease Term shall terminate upon the giving of such notice; Tenant shall thereupon quit and surrender the Leased Premises to Landlord; and, without further notice, Landlord may, to the extent permitted by law, re-enter the Leased Premises with or without legal process and dispossess Tenant and remove Tenant's effects or personal property. For purposes of this Lease, an "Event of Default" means any one or more of the following events:

- (i) The Leased Premises is abandoned by Tenant;
- (ii) Tenant fails to pay any rent or other sum when due under this Lease, and Tenant fails to cure any such payment default within 7 calendar days of delivery of written notice of default from Landlord to Tenant;
- (iii) Landlord has with good cause determined that the conduct of Tenant or any occupant of the Leased Premises to be illegal or otherwise objectionable or improper or causing damage to the Leased Premises;
- (iv) Tenant fails to observe or perform any other covenant to be performed or observed by Tenant under this Lease; or
- (v) Tenant or his agents or invitees engages in any conduct deemed a nuisance or is otherwise disruptive to neighbors in proximity with the Leased Premises or with respect to their quiet enjoyment of their residences.

In case of termination of the Lease or the Lease Term for any such cause or event, Landlord shall be deemed to have waived no rights hereunder, and shall be entitled to recover damages as for breach of contract, which may include, without limitation, the amount of the total rent that would have been paid for the period that would have been remaining under the Lease Term as if the same had not been terminated, less any proper credits and plus expenses of Landlord incurred in connection with the retaking or possession of the Leased Premises, the removal and storage of Tenant's effects, costs incurred in attempting to re-let the Leased Premises, and the recovery of damages, subject to Landlord's obligation to use reasonable efforts to mitigate damages. Any demand or notice to Tenant under this Paragraph shall be effective and delivered to Tenant if (i) left at the Leased Premises in a conspicuous place whether or not any person is in the Leased Premises at the time of delivery or thereafter, or (ii) mailed to Tenant by ordinary mail, postage prepaid, addressed to Tenant at the Leased Premises or at an address designated by Tenant in writing to Landlord as the address to which all notices and demands hereunder shall be mailed. In addition, if Tenant shall fail to perform or observe any covenant,

agreement, or condition in this Agreement, Landlord may, at its option, without waiving any claim for damages for breach of this Agreement and regardless of whether such failure constitutes an Event of Default, perform such covenant, agreement, or condition on Tenant's behalf and at Tenant's expense.

13. NOTICE. Notices and demands by either Landlord or Tenant may be given by certified mail, prepaid postage, addressed to Landlord at the address designated above for the payment of rent or to Tenant at 70 Fessenden Street, Portland, ME 04103, subject to the right of either Landlord or Tenant to designate by notice, in writing, a new address to which said notices or demands must be sent. Notices shall be deemed given when mailed.

14. MISCELLANEOUS. This Lease shall inure to and be binding upon the heirs, personal representatives, successors and assigns of the Landlord. This Lease is made in accordance with the laws of the State of Maine. If there is more than one tenant, the word "Tenant" shall include the plural as well as the singular, and the obligations of all tenants hereunder shall be joint and several. The masculine gender shall include the feminine. For purposes of calculating time periods under this Lease, days shall mean calendar days and not business days. This Lease Agreement contains the entire agreement of the Landlord and the Tenant.

15. UTILITIES. Tenant shall be responsible for paying all currently-existing or to be arranged electric, natural gas, propane, water and sewer, security, telephone, cable and internet services for the Leased Premises. Tenant shall not use the utilities for any purpose other than reasonable household use for Tenant and permitted occupants of the Premises,

16. NO PETS/SMOKING/GUNS/FIREARMS. There shall be no smoking in the Leased Premises, and Tenant agrees that no pets of any kind shall be permitted in the Leased Premises at any time or for any reason. There shall be no guns or firearms in or on the Leased Premises at any time for any reason.

17. SECURITY DEPOSIT. Landlord acknowledges receipt from Tenant of a security deposit in the amount of \$1,500.00, to be held by Landlord in an interest-bearing account during the Lease Term, as security for the full, faithful, and punctual performance by Tenant of all lawful covenants and conditions of this Lease on Tenant's part to be performed or observed, including, without limitation, the obligation to pay rent and for any damage done to the Leased Premises beyond ordinary wear and tear, it being understood that said security deposit is not to be considered prepaid rent or last month's rent. Landlord's damages shall not be limited to the amount of such security deposit. In the event Landlord draws against said security deposit to apply the same toward any obligation of Tenant, Tenant shall, upon demand, replenish the security deposit to the original amount deposited with Landlord.

18. LEASE TERM EXTENSION OPTION. Tenant shall have the option of extending the Lease Term upon all the same terms and conditions as set forth herein, for an additional one-year period, thereby creating an extended lease term that shall commence on the 1st day of August, 2017, and terminate on the 31st day of July, 2018, unless otherwise agreed to by Tenant and Landlord in writing. In order to exercise such option, Tenant must give Landlord

written notices of Tenant's exercise of such option at least 60 days prior to the end of the then-current Lease Term. If Tenant fails to timely give Landlord such notice, Tenant's option to extend the Lease Term shall be void.

19. SURRENDER. Upon the expiration or earlier termination of the Lease Term, Tenant shall clean the entire Leased Premises including, without limitation, all appliances and fixtures, and surrender the Leased Premises in good order, condition and repair, and all debris and rubbish and all personal property that does not belong to Landlord shall be removed from the Leased Premises, and Tenant shall surrender all keys to the Leased Premises.

20. DISCLOSURES. The following disclosure forms are attached hereto and made a part hereof:

- (a) Energy Efficiency Disclosure Form for Rental Units in Maine;
- (b) Acknowledgment of Federal disclosure of information on Lead-Based Paint and/or Lead-Based Paint Hazards.
- (c) Radon disclosure

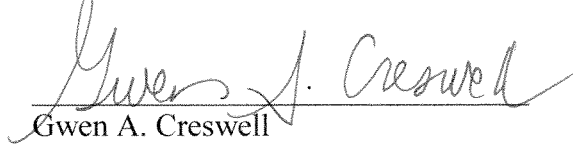
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IN WITNESS WHEREOF, Landlord and Tenant have hereto set their hands and seals as of the day and year set forth above.

LANDLORD

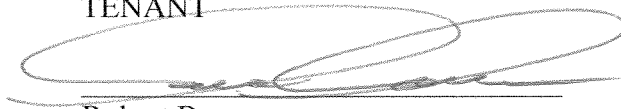


Randy J. Creswell



Gwen A. Creswell

TENANT



Robert Barca