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Inspections Division
Approved with Conditions

Date: 10/19/15

LEASE

THIS LEASE is made and entered into as of July 13, 2015, by and between the parties identified as "Landlord" and "Tenant" below.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lease Summary. The summary contained in this Section (referred to throughout this Lease as the "Lease Summary") sets forth certain provisions of this Lease. The Lease Summary is an integral part of this Lease.

LANDLORD:	135 Walton Street LLC, a Maine limited liability company (referred to herein as the "Landlord")
LANDLORD'S MAILING ADDRESS:	c/o DC Management LLC 100 Commercial Street, Suite 414 Portland, Maine 04101 Attn.: Mike Lyne
TENANT:	Pine Tree Apothecary, LLC, a Maine limited liability company (referred to herein as the "Tenant")
TENANT'S MAILING ADDRESS:	425 Northshore Road Gray, Maine 04039 Attn.: Eric Theriault, President
PROPERTY LOCATION:	135 Walton Street, Portland, Maine 04103 (the "Property;" the building on the Property is referred to as the "Building").
DESCRIPTION OF LEASED PREMISES	Approximately 5,900 square feet, comprising Unit F as depicted in Exhibit A attached hereto and made a part hereof (referred to herein as the "Leased Premises").
PERMITTED USE:	Registered Primary Caregiver under 22 M.R.S.A Section 2425(4).
LEASE TERM:	Five years, commencing on the Commencement Date described below and ending on July 31, 2020;

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COMMENCEMENT: The terms of this lease will be in effect once b Tenant have signed and dated this document.

RENT COMMENCEMENT: Tenant's obligation to pay rent shall begin on the latter of September 1·2015 or the completion of Landlord's Work.

BASE RENT: Tenant shall pay to Landlord base rent as set forth below.

Lease Year	Rent Per Year	Rent Per Month
1	$33,925	$2,827.08
2	$35,400	$2,950.00
3	$36,875	$3,072.92
4	$38,350	$3,195.33
5	$39,825	$3,318.75

ADDITIONAL RENT: Tenant shall be responsible for paying its pro rata share of real estate taxes, Building insurance, water and sewer charges, landscaping, grounds maintenance and snowplowing, fire system maintenance and management fees (collectively "Additional Rent"). Tenant's Additional Rent is estimated to be $1.40 per square foot annually, or $8,260. See Section 4(d) below.

RENEWAL OPTION: Tenant has the option to extend this Lease for a term of two (2) years at a base rent of $41,300.00 per year, payable in monthly installments of $4,441.67 each, provided Tenant is not in default hereunder at the time such option is exercised. To exercise this Renewal Option, Tenant must deliver to Landlord a renewal notice within ninety (90) days before the expiration of the Lease. If this option is exercised, at the expiration of the two (2) year extension, Tenant has the option to extend this Lease for a term of two (2) years at a base rent to be negotiated, provided Tenant is not then in default hereunder. The renewal terms follow the same terms and conditions of the original Lease.

SECURITY DEPOSIT: Not later than the Commencement Date, Tenant shall pay to Landlord the sum of $3,186.52 as a security deposit, to be held

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according to the provisions set forth in Section 28 belo

LANDLORD'S WORK: Landlord shall install demising walls defining the Lea as shown on Exhibit A, and an electric submeter, shall stub in utilities for the restroom in the Leased Premises and shall have the heating, ventilating and air conditioning ducts serving the Leased Premises cleaned (collectively "Landlord's Work").

TENANT'S WORK: Tenant shall finish the walls (tape and paint) and install its own trade fixtures and restroom fixtures.

SIGNAGE & IMPROVEMENTS: No signage, except identifying the Leased Premises as "Unit F."

LEASE GUARANTEEBy Eric Theriault, personally.

2. Leased Premises and Common Areas.

(a) Leased Premises. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby rents the Leased Premises from Landlord, upon the terms and provisions of this Lease (including the Lease Summary), and which Leased Premises are designated on Exhibit A which is attached hereto and incorporated herein, together with the right to use, together with the right to the nonexclusive use, in common with others entitled to use the same, of the Common Areas of the Property (as the same as hereinafter defined), as provided herein as may be designated by the Landlord from time to time, all as more fully set forth in and subject to the terms and conditions of this Lease.

(b) Common Areas. The terms "Common Areas" and "Common Area" are defined for all purposes of this Lease as that part of the Property intended for the common use and/or benefit of all tenants, including among other facilities, all common access ways, roof, exterior walls, structural building components, utility lines, landscaping, curbs, sidewalks, utility, utility rooms, lighting and utility facilities, but excluding interior spaces in the Building and other exterior loading docks not forming a part of the Leased Premises (now or hereafter existing) designed or used for separate rental, as the same may exist from time to time, excluding streets and alleys maintained by a public authority; all parking areas shall also be included in the Common Areas for purposes of maintenance and repair thereof, but no right to use of parking areas in the Lease Summary shall exist by virtue of inclusion of any parking areas in the Common Areas. Landlord reserves the right to change from time to time the dimensions and location of the Common Areas and the Building as well as the dimensions, identity and type of any other building in the Property, other than the Leased Premises, and to construct improvements and buildings in the Common Areas, provided however that reasonable access to the Leased Premises are maintained and that any such work

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does not materially affect the usability of the Leased Premises.

(c) Use of Common Areas. Tenant, its employees, vendors, invitees and, when duly authorized pursuant to the provisions of this Lease, its subtenant concessionaires, shall have the right to use the Common Areas as constituted fro which rights shall be nonexclusive in common with Landlord, other tenants in the Property and other persons permitted by Landlord to use the same, except to any extent such space is designated as being exclusive to Tenant. Such use shall be and shall be subject to such reasonable rules and regulations of general application as Landlord may from time to time prescribe. Tenant shall not take any action which would interfere with the rights of other persons to use the Common Areas. Landlord may temporarily close any part of the Common Areas for such periods of times as may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights, provided the same shall not interfere with reasonable access to, or usability of, the Leased Premises. Landlord shall be responsible for the operation, management, and maintenance of the Common Areas, the manner of maintenance and the expenditures therefore to be in the reasonable discretion of Landlord.

(d) Parking. Parking is provided at the risk of the Tenant and its employees, agents and invitees. Upon request, Tenant shall furnish to Landlord a complete list of license numbers of all automobiles operated by Tenant, its employees, subtenants, licensees or concessionaires. If any automobile or other vehicle owned by Tenant or any of its employees, subtenants, licensees or invitees or any of their respective employees shall at any time be improperly parked in any part of the Property other than those designated by Landlord, Landlord shall be and is hereby authorized to cause such automobile or other vehicle, which is improperly parked to be removed, either within or beyond the Property. Tenant agrees to indemnify Landlord, its employees, and agents and holds each of them harmless from any and all claims of whatsoever nature, which may arise by reason of such removal, unless arising out of or in connection with the negligence or intentional acts of the Landlord, its employees, agents or contractors.

3. Term of Lease.

(a) The term of this Lease (the 'Lease Term') shall be as shown in the Lease Summary and shall commence on the Commencement Date as set forth in the Lease Summary.

(b) Landlord shall permit Tenant to enter onto the Leased Premises for purposes of Tenant's installation of improvements and personal property upon the Commencement Date, unless an earlier date is agreed to in writing by the parties.

(c) At the expiration of the term hereof, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and except for Tenant's Work, and shall surrender all keys for the Leased Premises to Lessor at the place then fixed for the payment of rent, and with the Tenant's goods, inventory, improvements and alternations being disposed of in accordance with Section 10 below. Tenant shall remove all its trade fixtures and shall repair any damage to the

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Leased Premises caused thereby and leave the Leased Premises in `broom c
Tenant's obligation to observe and perform this covenant shall survive the exp
termination of the term of this Lease Agreement, or any extension or renewal thereof.

4. Payments of Base Rent and Additional Rent.

(a) Tenant hereby agrees and covenants to pay to Landlord the Base Rent set forth in the Lease Summary ("Base Rent"), payable in equal monthly installments referenced in the Lease Summary in advance on the first day of each month during the Lease Term. The Base Rent shall be pro-rated for portions of the calendar month at the beginning and end of the Lease Term and be paid to Landlord as provided in the Lease Summary or at such other place as Landlord shall designate in writing to Tenant in the manner provided herein. Base Rent and Additional Rent due hereunder shall be paid promptly without notice or demand and without setoff or deduction of any kind, subject only to abatement as expressly provided herein.

(b) If any payment of Base Rent, Additional Rent or other sum due hereunder is not received by Landlord by the fifth (5th) day after such payment is due, then the Tenant shall also pay to the Landlord on demand a late payment service charge to cover Landlord's administrative and overhead expenses of processing late payments equal to the greater of $50.00 or six percent (6.0%) of such unpaid sum; in addition the amount of such rent or other sum due hereunder shall bear interest at an annual rate of eighteen percent (18%) (or the highest rate permitted under the laws of Maine, if less) from the date when originally due until paid, all unless Tenant demonstrates the delay was due to the U.S. Postal Service's mishandling of mail properly and timely sent. The rights afforded to Landlord pursuant to this Section shall be in addition to and not in lieu of any other rights and remedies Landlord may have under this Lease.

(c) No payment by Tenant or receipt by Landlord of any lesser amount than the amount stipulated to be paid hereunder shall be deemed other than on account of the earliest stipulated Base Rent or additional rent charges; nor shall any endorsement or statement on any check or letter be deemed an accord and satisfaction, and Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance due or to pursue any other remedy available to Landlord. Any payment by Tenant or acceptance by Landlord of an amount less than that due under the terms hereof will be treated as a payment on account, regardless of any endorsement appearing on any such check or any statement made by Tenant to the contrary.

(d) Tenant shall also pay to Landlord as additional rent (the "Additional Rent") Tenant's proportionate share of all Common Area charges incurred by Landlord with respect to the Building and the Property ("Common Area Charges"). Tenant's proportionate share of all Common Area Charges is projected to be ten and seven tenths percent (10.7%). "Common Area Charges" shall mean all costs reasonably incurred by Landlord in connection with the maintenance, management, repair and operation of the Building and its appurtenances and the Property, including without limitation, utilities not separately metered to the Leased Premises, waste removal, plowing, landscaping, painting, interior and exterior maintenance and repair, management fees, property taxes, assessments, and casualty and liability insurance premiums incurred by Landlord with

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respect to the Building and its appurtenances and the Property during the term of Common Area Charges include but are not limited to the items described in the "Add section of the Lease Summary. Provided, however, that Common Area Charges shal the following specific items:

i. the cost of Landlord's Work,

ii. capital repairs or replacements to the foundation, structure, roof, exterior windows or major mechanical, electrical or plumbing systems of the Building, and except for any work necessary due to the negligence or fault of Tenant; for purposes of this Lease, "capital repairs or replacements" are those items which are treated as capital items for tax purposes,

iii. enforcement costs against any other tenant of the Building,

iv. brokerage fees, advertising, tenant fit-up costs for other tenants or professional fees associated with the vacancy or leasing of any space other than the Leased Premises within the Building.

Tenant shall pay, in advance, beginning on the Commencement Date and on the first day of each subsequent calendar month, one twelfth (1/12) of the annual Common Area Charges for the then-current Lease Year as estimated by the Landlord in good faith. Landlord shall provide Tenant with an accounting of actual Common Area Charges within sixty (60) days of the end of each Lease Year, and Tenant shall pay any shortfall or be credited with any overpayment with the next installment of Base Rent and Additional Rent.

5. Taxes.

Tenant shall also punctually pay and discharge all taxes assessed which are or may during the term of this Lease be charged, laid, levied or imposed upon or become a lien upon any personal property of Tenant attached to or used in connection with Tenant's business conducted on the Leased Premises, provided however that Tenant's liability shall not extend to personal property taxes assessed against the property of others.

6. Exterior and Common Area Maintenance.

Landlord shall maintain and repair the Common Areas of the Property and the exterior and structural elements of the Building, including, without limitation, the roof, excepting however any damage thereto caused by any act or the negligence of Tenant, its employees, invitees, agents, customers, licensees, or contractors (which damage Tenant shall be liable for) and except for those expenses to be paid directly by Tenant in accordance with the Lease Summary. This Section is not intended to address to damage by fire or other insured risk to the Leased Premises, provision for which is hereinafter made. Tenant shall promptly report in writing to the Landlord any

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defective condition known to Tenant which the Landlord is required to repair. Tenar Common Areas in their existing condition and agrees that no representation, statement express or implied, has been made by or on behalf of Landlord as to such condition, or as to the use that may be made of such Common Areas except for Landlord's work. If Landlord does not timely perform its repair and maintenance obligations under the Lease (subject to the notice and grace period set forth in Section 20(c) below), Tenant may perform the Landlord's repair and maintenance obligations, and Tenant shall have a claim against Landlord for the reasonable cost of such repair and maintenance costs borne by Tenant, which shall not be set off against the rent unless Landlord consents thereto in writing.

7. Utilities.

For utilities separately provided to the Leased Premises, Tenant shall make arrangements for and pay when due all charges for the same including electricity, gas, telephone and any other services used on or about or supplied to the Leased Premises and shall indemnify Landlord against any liability on such account. Landlord shall not be liable for any failure of heat, water supply or electric current or of any service by any utility; or injury to persons (including death) or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Leased Premises or from any pipes, appliances or plumbing works, on the street or subsurface, or from any other place; or for interference with light or other easements, however caused. To the extent it is established that Tenant's use of the Leased Premises consumes a disproportionate amount of utilities that are included in Common Area Charges, Tenant shall be responsible for paying such amount.

8. Tenant's Maintenance and Governmental Compliance.

(a) Tenant shall be responsible for the maintenance of the Leased Premises in neat and clean and maintain in good order, condition and repair including but not limited to the interior walls, doors, windows, plate glass, fixtures; floors; overhead doors, loading dock, and all wiring, electrical systems, building appliances, fixtures, furnace, plumbing, heating, air conditioning and ventilation systems, pipes, wires conduits, mains and equipment. Tenant further agrees that the Leased Premises shall be kept in a clean, sanitary and safe condition in accordance with the laws of the United States of America, the State of Maine and municipal ordinances, and in accordance with all directions, rules, regulations of the health officer, fire marshal, code enforcement officer, and other proper officers of the governmental agencies having jurisdiction over the Leased Premises, in good repair and clean condition at all times during the term of this Lease. Tenant shall be responsible for providing vermin and rodent control on a regular basis if needed.

(b) Tenant shall take good care of the Leased Premises and keep the same free from waste and damage at all times. Tenant shall keep the Leased Premises and sidewalks, service-ways and loading areas adjacent to the Leased Premises neat, clean and free from dirt or rubbish at all times, and shall store all trash and garbage within the Leased Premises, arranging for the regular pick-up of such trash and garbage at Tenant's expense. Removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. Tenant shall arrange for the regular pick up of trash and refuse at Tenant's expense, unless Landlord provides other refuse service as a component of the Common Area Charges, in which case Tenant shall use such other refuse

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service and pay the cost of such service as specified by Landlord. Tenant shall not o incinerator or burn trash or garbage within the Building. Tenant shall comply with all a laws, ordinances, and governmental regulations affecting the Building, including those re Hazardous Waste or Substance (hereinafter defined) now in force or that may be hereafter enacted or promulgated. Tenant shall be authorized to maintain a dumpster directly outside its suite.

(c) If the Leased Premises are now, or at any time during the term of this Lease become, a "Public Accommodation" under the Americans with Disabilities Act of 1990 or if modifications or renovations to the Premises are required under the Maine Human Rights Act, Tenant shall, at its sole expense, be responsible for (i) compliance with any obligations there under including any interior or exterior improvements to the Leased Premises or Common Areas, and (ii) making modifications in its policies, practices and procedures in connection with the operating of Tenant's business.

(d) Tenant shall procure at its sole expense all governmental permits and licenses required for the transaction of its business in the Leased Premises, and Tenant shall be solely responsible for compliance with any laws, rules, regulations and ordinances governing its activities on the Leased Premises. Landlord and the broker make no representations or warranties regarding the suitability of the Leased Premises for Tenants' proposed use.

(e) Tenant shall at all times during the term of this Lease maintain its status as a registered Primary Caregiver under 22 M.R.S.A Section 2425(4), and failure to do so shall be a default under this Agreement. Upon request of Landlord, Tenant shall supply evidence of annual registration.

9. Tenant's Use of Leased Premises.

(a) It is understood and agreed by Tenant that the Leased Premises shall be used and occupied by Tenant only for the purposes identified in the Lease Summary and for no other use whatsoever without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, provided that in any event no such use shall violate the terms of other leases in the Property. Tenant shall at all times during the term of this Lease operate its business in strict compliance with the applicable provisions of the Maine Medical Use of Marijuana Act, 22 M.R.S.A Section 2421 et seq. (the "Act"). Tenant's operations shall not in any way interfere with any other tenant's operations in the Building.

(b) Tenant further agrees that: (i) No auction, fire, "going-out-of-business", liquidation, or bankruptcy sales may be conducted within or at the Leased Premises without the prior written consent of Landlord; (ii) All trash, refuse, and the like, shall be kept in covered fire resistant containers which shall not be allowed by Tenant to overflow or cause an unsightly condition and which containers shall be located in such areas as are reasonably designated by Landlord from time to time, with Tenant being responsible for obtaining its own trash removal service; (iii) Tenant

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shall not perform any act or carry on any practice which damages the Leased Pr or emits any offensive odors or loud noise or vibrations which disturbs other c Landlord's property (including, but without limitation, such conditions which may use of loudspeakers or musical instruments), or cause a nuisance or menace to or otherwise disturb any abutter or other tenants in the Building; and (iv) Tenant shall not use any portion of the Common Areas for display or storage.

(c) Tenant covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including without limitation asbestos, waste oil and petroleum products, other than normal office products and substances such as copier and printer toner, and the like (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: (i) will comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) will in no event permit or cause any disposal of Hazardous Materials in or on the Leased Premises and in particular will not deposit any Hazardous Materials in or on the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) shall, with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, properly package the Hazardous Materials and shall cause to be executed and duly filed with the appropriate agencies all necessary forms and documentation, and Tenant shall retain all records required by all federal, state or local laws; (iv) will at all reasonable times permit Landlord or its agent or employees (upon notice to and accompanied by Tenant and without materially interfering with Tenant's business) to enter the Leased Premises to inspect the same for compliance with the terms of this Section and will further provide upon thirty (30) days' notice from Landlord copies of all records which Tenant may be obligated to obtain and keep in accordance with the terms of this Section; (v) will at its expense, upon termination of this Lease, remove all Hazardous Materials introduced by Tenant from the Leased Premises and comply with applicable Maine and federal law applicable to Tenant as the same may be amended from time to time; and (vi) further agrees to deliver the Leased Premises to Landlord at the termination of this Lease free of all pollutants, contaminants, special wastes, underground storage tanks, asbestos and waste oil petroleum and any other hazardous, pathological, radioactive, dangerous or toxic substances, materials or wastes introduced by Tenant. 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. Tenant further agrees to (a) hold harmless and (b) indemnify Landlord for and against any and all claims, loss, injury, harm, costs, damages and expenses, including reasonable attorney's fees, which may arise in the event that Tenant breaches any of the provisions contained in this Section except if and to the extent the result of or occurring in connection with, any negligence, act or omission of Landlord, its agents, contractors or employees.

(d) Tenant shall not be responsible for nor shall Tenant indemnify and hold Landlord harmless from Hazardous Materials, if any, present on the Leased Premises prior to the

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Commencement Date unless deposited or resulting from the activities of Tenant or its invitees; otherwise Landlord shall be responsible for the remediation and/or removal of such pre-existing Hazardous Materials as may be required in order to comply with applicable laws, ordinances or regulations, whether federal, state or local. Tenant agrees to notify Landlord in the event that it discovers the presence of such Hazardous Materials.

(e) Tenant shall not injure or deface, or commit waste with respect to the Leased Premises nor occupy or use the Leased Premises, or permit or suffer any part thereof to be occupied or used, for any unlawful or illegal business, use or purpose, nor for any business, use or purpose deemed to be disreputable or extra-hazardous, nor in such manner as to constitute a nuisance of any kind, nor for any purpose nor in any manner in violation of any present laws, rules, requirements, orders, directives, ordinances or regulations of any governmental or lawful authority including insurance underwriters. Tenant shall, promptly upon the discovery of any such unlawful illegal, disreputable or extra-hazardous use, take, at its own cost and expense, all commercially reasonable necessary steps, legal and equitable, to attempt to compel the discontinuance of such use and to oust and remove the subtenants, occupants or other persons operating under Tenant guilty of such unlawful, illegal, disreputable or extra-hazardous use, except to any extent that the same may be due to or occurring in any connection with the negligence, act or omission of Landlord, its agents, contractors or employees.

(f) Tenant shall be solely responsible for securing the Leased Premises from unauthorized entry.

10. Tenant Renovations, Improvements and Signage.

(a) Subject to the provisions of this Section, with the written consent of Landlord, which shall not be unreasonably withheld, Tenant may make interior nonstructural improvements, additions and alterations to the Leased Premises as may be necessary or expedient for its purposes. Tenant shall perform Tenant's Work. Tenant agrees that all such improvements, additions and alterations shall be completed in a good and workmanlike manner in accordance with the requirements of all municipal or other governmental departments or agencies having jurisdiction over the subject matter thereof. Tenant shall promptly repair all damage to the Leased Premises, or the Building occasioned by all such improvements, additions or alterations. All alterations, additions or improvements to the Leased Premises shall be governed by the following terms:

(i) All such improvements are to be of a quality at least equal to the original construction work;

(ii) Prior to the commencement of work on any such alteration, addition or improvement, Tenant shall procure, at its own cost and expense, all necessary permits and approvals. Tenant's plans and specifications covering the same will have been submitted to and approved by (i) Landlord (such approval not to be unreasonably withheld, conditioned or delayed, provided that it shall be deemed reasonable for the Landlord to refuse consent to any such

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proposed work if such work would injure the safety of the Building, or diminish its material extent) and (ii) all municipal or other governmental departments or agen jurisdiction over the subject matter thereof, it being understood that Landlord will not unreasonably refuse to join in any application to any such governmental agency to obtain such approval with respect to any reasonable alteration, addition or improvement;

(iii) In carrying out all such alterations, additions and improvements, Tenant shall comply with the standards, guidelines and specifications imposed by all municipal or other governmental departments and agencies having jurisdiction over the same, including without limitation, all building codes;

(iv) Prior to the commencement of work on any such alteration, addition or improvements, Tenant shall have procured and delivered to Landlord the policy (or a certificate) of Builder's Risk insurance hereinafter referred to or additional fire and extended coverage insurance as required herein, whichever is applicable;

(v) All work shall be completed promptly and in a good and workmanlike manner and shall be performed in such a manner that no mechanics, materialmen or other similar liens shall attach to Tenant's leasehold estate which are caused by Tenant or its agents and contractors, and in no event shall Tenant permit, or be authorized to permit, any such liens or other claims to be asserted against Landlord or Landlord's rights, estate and interest with respect to the Leased Premises; and at the completion of all work Tenant shall obtain waivers of mechanics and material liens from all persons performing work on or furnishing material to the Leased Premises on behalf of Tenant;

(vi) All permanent alterations, installations, additions or improvements, such as partition walls, doors and electrical cabling, made by Tenant to the Leased Premises shall remain upon and be surrendered with the Leased Premises and become the property of Landlord at the expiration or termination of this Lease or the termination of Tenant's right to possession of the Leased Premises, subject however to the Tenant's right to remove its trade fixtures and the types of items referred to in paragraph 2(d) above if any, all of which shall remain the property of the Tenant if removed, otherwise shall automatically become the property of the Landlord. Landlord may require that Tenant remove any such items that were not approved by Landlord hereunder, and in such event Tenant, at its sole cost and within ten (10) days following written notice from Landlord requiring such removal, shall remove all such unconsented to improvements from the Leased Premises, and shall repair any damage caused by such removal. Any such property which may be removed by Tenant pursuant to the preceding sentence and which is not so removed within said ten (10) day period may upon notice to Tenant and ten (10) days to cure be removed from the Leased Premises by Landlord and stored for the account of Tenant; and if Tenant fails to reclaim such property within thirty (30) days following said notice by Landlord, then such property will be deemed to have been abandoned by Tenant, and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without further notice to Tenant and without

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obligation to further account therefore. If within such 30-day period or prio Landlord Tenant desires to reclaim such property, Tenant shall pay to Landlo out-of-pocket costs incurred by Landlord in removing, storing, or otherwise deali property. Tenant shall also be responsible to pay to Landlord any costs of sell otherwise disposing of any property required to be removed by Tenant under the terms of this Lease which is not so removed, to the extent that such costs exceed the amount realized by Landlord from the sale or other reasonable disposition of the same.

(vii) Tenant shall not install any exterior lighting, decorations, paintings, awning, canopies or the like; or erect or install any signs, banners, window or door lettering, placards, decorations or advertising media of any type that can be viewed from the exterior of the Leased Premises or the Building except as otherwise permitted herein. All items shall conform in all respects when installed to the requirements of all applicable laws, codes and ordinances and to the sign criteria established by Landlord for the Leased Premises from time to time in the exercise of its reasonable discretion, and shall be subject to the prior written approval of Landlord, which shall not be unreasonably withheld, delayed or conditioned as to items within the Leased Premises and signs installed in designated signage areas, as to construction, method of attachment, size, shape, height, lighting, color and general appearance.

(viii) If Tenant is permitted to install signs, as set forth in the Lease Summary, all such signs shall be kept in good condition and in proper operating order at all times. Upon the expiration or earlier termination of this Lease, Tenant shall remove its signs and restore the surface to which the signs were attached to its original condition at Tenants expense. In the event Tenant fails to remove the signs within 10 days from expiration or earlier termination of this Lease, Landlord shall deal with the signs in accordance with the provisions of this Lease relating to other trade fixtures not removed by Tenant.

11. Mechanic's Liens.

In the event of the filing of any notice of a builders, supplier's or mechanic's lien on the Leased Premises arising out of any activities performed by or on behalf of Tenant, Tenant shall immediately either (i) pay the amount of the lien or (ii) institute proceedings to contest the validity of the lien claimed and to discharge the same by the posting of bond or otherwise no later than within 30 days of demand by Landlord. Tenant shall indemnify and hold Landlord against any such claim or lien and all costs of such proceedings including without limitation reasonable attorney's fees. Any such amounts due to Landlord shall be paid as Additional Rent. This provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach to or be placed upon the Landlord's title or interest in the Leased Premises, or any portion thereof.

12. Assignment - Subleasing.

Tenant shall not assign this Lease or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the Leased Premises

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without in each instance having first received the express written consent Notwithstanding any such assignment or subletting, Tenant shall remain fully re compliance with all of the terms and conditions of this Lease on the Tenant's part to be performed. Consent by Landlord to one assignment or sublease shall not impair or waive this provision insofar as subsequent assignments or subleases are concerned, and all later assignments and subleases (except as hereinabove stated) shall likewise by made only on the prior written consent of Landlord to the extent such consent is required hereunder as aforesaid. In the event that Landlord in its sole discretion consents to any subletting or assignment and the subtenant or assignee, as the case may be, is obligated to pay rent or other sums in excess of those payable by Tenant to Landlord hereunder, then after deducting the actual reasonable third party expenses paid by Tenant in conjunction with such subletting or assignment, fifty percent (50%) of such excess shall be paid to Landlord. In any case where Landlord shall consent to such assignment or subletting: any use of the Leased Premises by such sublet or assignment shall not violate any use restrictions; and Tenant 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.

13. Liability/Waiver of Subrogation

Landlord shall not be liable for any damage or losses to Tenant or any injury or damage to the Leased Premises or the property of Tenant or to any property of any third person, firm, association, or corporation on or about the Leased Premises or to any property of Tenant except to the extent that such injury or damage is caused by the negligence or willful misconduct of Landlord, its agents, contractors or employees. Tenant shall, defend (with counsel reasonably acceptable to Landlord), indemnify and hold Landlord harmless from and against any and all such liability and damages, costs and expenses, including reasonable attorneys' fees, and from and against any and all suits, claims and demands of any kind or nature whatsoever, by and on behalf of any person, firm, association or corporation arising out of or based upon any incident, occurrence, injury or damage which happens on the Leased Premises Tenant except for injury or damage to the extent caused, in whole or in part, by the negligence or willful misconduct of Landlord, its agents, contractors or employees. Notwithstanding the foregoing or any other provision of this Lease, Tenant hereby releases Landlord from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property to the extent actually covered by such party's own insurance then in force, even if any such fire or other casualty occurrence shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible. Tenant farther agrees to provide such endorsements for said insurance policies required hereunder agreeing to the waiver of subrogation as required herein, if reasonably available. Without limiting the generality of the foregoing, Tenant shall indemnify, defend and hold harmless the Landlord from and against (i) all violations of the Act by Tenant or its employees or agents, (ii) any civil or criminal prosecution of Landlord solely by reason of Landlord's entering into the Lease with Tenant, and (iii) any causes of action or claims by other tenants against Landlord arising solely from Tenant's use of the Leased Premises. Landlord agrees to indemnify Tenant for any claims, costs and liabilities for

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personal injury or property damage arising solely from a negligent or otherwise wrol omission of the Landlord, its employees, and agents.

14. Landlord's Insurance

In the event of loss to the Building, Tenant shall cooperate with Landlord and any mortgagee in connection with the proceeding and collection of insurance claims, and shall execute and deliver to Landlord such proofs of loss, releases and other instruments as may be necessary to settle any such claims and obtain the proceeds thereof, and in the event Tenant fails or neglects to so cooperate or to execute and deliver any such instrument, Landlord may, as the agent or attorney in fact of Tenant, execute and deliver any such instrument, and Tenant hereby nominates and appoints Landlord the proper and legal attorney in fact of Tenant for such purpose, hereby ratifying all that Landlord may lawfully do as such attorney in fact.

15. Tenant's Insurance

(a) Tenant shall, from initial date of its entry on the Leased Premises, even if such date precedes the Commencement Date, and throughout the term hereof procure and carry at its own expense comprehensive general liability insurance on the Leased Premises with an insurance company authorized to do business in Maine. Such insurance will be carried in the name of and for the benefit of Tenant and shall name Landlord and Landlord's management company as an additional insured with at least 10 days written notice of cancellation; will be written on an "occurrence" basis; and shall provide coverage of at least Two Million Dollars ($2,000,000). Tenant shall furnish to Landlord a certificate of such insurance evidencing its compliance with the requirements under this Lease.

(b) During any period or periods of construction by Tenant on the Leased Premises, the construction of which is of a type to which Builder's Risk Insurance is applicable, Tenant shall obtain and maintain in effect standard Builder's Risk Insurance written on a completed value basis, including extended coverage, and utilizing a maximum value at date of completion not less than the aggregate contract price or prices for the construction of such facilities. Such insurance shall be obtained from an insurance company authorized to do business in Maine, and Tenant shall furnish to Landlord a certificate of such insurance which shall provide that the insurance indicated therein shall not be canceled without at least ten (10) days written notice to Landlord. If such construction by Tenant is of a type to which Builder's Risk Insurance is not applicable, Tenant shall provide the necessary additional coverage under the policies referred to herein.

(c) Tenant shall procure and continue in force during the term hereof, all-risk insurance, which contains fire and extended coverage on a full value, repair or replacement basis upon Tenant's inventory, property, machinery, equipment and appurtenances located on or in the Leased Premises. All such policies must be taken in responsible companies authorized to do business in Maine. Tenant shall furnish to Landlord a certificate of such insurance which shall provide that the insurance indicated therein shall not be canceled without at least ten (10) days

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written notice to Landlord and shall waive any rights of subrogation against Landlord's management company.

16. Destruction or Damage

(a) In the event that the Leased Premises is totally destroyed by fire or other casualty insured against, or is so damaged that repairs and restoration cannot be accomplished within a period of one hundred twenty (120) days from the date of such destruction or damage, then upon notice from Landlord or Tenant to the other party within 30 days of the date of such loss, the term of this Lease will then terminate without further act of either party hereto, and each party shall be relieved of any further obligation to the other, and except that Tenant shall be liable for and shall promptly pay Landlord any Rent then in arrears or Landlord shall promptly rebate to Tenant the pro rata portion of any Rent paid in advance. In the event that the Leased Premises are so damaged that repairs and restoration can be accomplished within a period of one hundred twenty (120) days from the date of such destruction or damage, this Lease will continue in effect in accordance with its terms; such repairs and restoration will, unless otherwise agreed by Landlord and Tenant, be performed as closely as practicable to the original specifications (utilizing therefore the proceeds of the insurance applicable thereto without any apportionment thereof for damages to the leasehold interest created by this Lease), and until such repairs and restoration have been accomplished, a portion of the rent will abate equal to the proportion of the Leased Premises rendered unusable by the damage. The abatement will commence immediately upon interruption and will continue until the damage is repaired and the damaged portion of the Leased Premises is rendered fully useable. Landlord's obligation to restore, replace or rebuild such facilities will not exceed in amount the sum of the insurance proceeds paid to it and/or released to it by any mortgagee with which settlement was made. In the event the Leased Premises may be repaired and/or restored within the aforementioned one hundred twenty (120) day period, but the cost of such repair or restoration exceeds the available insurance proceeds, at Landlord's discretion, this Lease may be terminated in which event the rights and duties of the parties shall be governed by the first sentence of this Section. Tenant shall execute and deliver to Landlord all instruments and documents necessary to evidence the fact that the right to such insurance proceeds is vested in Landlord.

(b) It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause including, without limitation, loss by theft or otherwise.

17. Eminent Domain.

(a) If the Property is lawfully condemned or taken by any public authority either in its entirety or in such proportion that it is no longer suitable for the intended use by Tenant, then this Lease will automatically terminate without further act of either party hereto on the date when possession of the Property is taken by such public authority, and each party hereto will be relieved of any further obligation to the other except that Tenant shall be liable for and shall promptly pay to Landlord any rent or other payments due hereunder then in arrears or Landlord shall promptly rebate to Tenant any rent or other such payments paid in advance.

(b) In the event the proportion of the Property so condemned or taken is such that the Leased Premises is still suitable for its intended use by Tenant, this Lease will continue in effect in

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accordance with its terms and a portion of the rent and other payments due here equal to the proportion of the rental value to Tenant of the property so condemne award for the property so condemned or taken will be payable solely to Landlord without apportionment to Tenant, except that Tenant shall be entitled to a separate award, if any, for moving expenses and damages to any improvements installed by Tenant at its expense and such other amounts which Tenant may recover without impairing or reducing Landlord's recovery.

18. Landlord's Access

Upon notice to and accompanied by Tenant and without materially interfering with Tenant's business, Landlord may at all reasonable times during the term of this Lease enter to inspect the Leased Premises and/or may show the Leased Premises to prospective purchasers or mortgagees. At any time Landlord shall have the right to display on the exterior of the Leased Premises (but not so as to unreasonably obstruct the view thereof or access thereto) the customary "For Rent" or "For Sale" signs and during such period Landlord may show the Leased Premises and all parts thereof to prospective tenants or buyers between the hours of 9:00 A.M. and 9:00 P.M. on any business day upon notice to Tenant and without materially interfering with Tenant's business.

Landlord also reserves the right after notice of intention to so enter (except that in the event of an emergency, no notice shall be required) to enter the Leased Premises at any time upon notice to Tenant and without materially interfering with Tenant's business, and from time to time at reasonable times except in the case of emergency, to perform Landlord's Work, to make such repairs, additions, or alterations as it may deem reasonably necessary for the safety improvement, or preservation thereof, or of the Building. All of such work and entry to be performed in such manner as will minimize the interference with and disruption of Tenant's business to the extent reasonably possible. If Tenant shall have vacated or deserted the Leased Premises or, in the event of an emergency, or if in any other instance after Landlord has given notice of Landlord's intention to enter and Tenant shall not be present during normal business hours to permit an entry into the Leased Premises, then in any such event, Landlord or its agents or employees may enter the same.

19. Mortgage Lien; Subordination; Attornment

(a) This Lease and all rights of Tenant hereunder are and will remain subject and subordinate to the lien of (i) any mortgage(s) constituting a lien on the Leased Premises, the Property, or any part thereof, at the date hereof, and (ii) the lien of any mortgage(s) hereafter executed to a person, bank, trust company, insurance company or other recognized lending or financial institution to provide financing or refinancing of the facilities on the Leased Premises who has notified Tenant in writing (a "Mortgagee"), and (iii) any renewal, modification, consolidation or extension of any mortgage referred to in clause (i) or (ii). Tenant shall, upon demand at any time or times, execute, acknowledge and deliver to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant here under to the lien of any mortgage, deed of trust or other instrument referred to in clause (ii) or clause (ii) of the preceding sentence, and, in the event that Tenant shall fail or neglect to execute, acknowledge and deliver any such subordination instrument notwithstanding its receipt of a reasonable subordination, nondisturbance and attornment agreement (see below) from a Mortgagee, Landlord, in addition to any other remedies, may, as the agent or attorney-in-fact of Tenant, execute acknowledge and

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deliver the same, and Tenant hereby nominates, constitutes and appoints La proper legal attorney-in-fact for such purposes; provided, however, that the sul Lease shall be conditioned upon the execution and delivery by the Mortgagee of an agreement (i) that so long as Tenant is not in default under the terms of this Lease the mortgagee or trustee, or any person succeeding to the rights of the mortgagee or trustee, or any purchaser at a foreclosure sale under said mortgage or deed of trust, shall not disturb the peaceful possession of Tenant hereunder, and (ii) that the proceeds of insurance policies received by it in settlement of losses under insurance policies held by it will be applied to the cost of repairs and restoration in those instances in which Landlord is obligated to repair and restore pursuant to the provisions hereof.

(b) Tenant shall execute and acknowledge a certificate containing such information as may be reasonably requested for the benefit of Landlord, any prospective purchaser or any current or prospective Mortgagee of the Leased Premises within ten (10) days of receipt of same. In the event Tenant fails to deliver such certificate to Landlord, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute the same.

(c) Tenant shall attorn to and recognize a Mortgagee, as its landlord under the Lease for the remainder of the term of the Lease (including any extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease. Tenant agrees that, in the event a Mortgagee succeeds to the interest of Landlord under the Lease, neither Mortgagee shall be:

(i) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord), or

(ii) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), or

(iii) bound by any payment of Rent or Additional Rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord), or

(iv) bound by any obligation to make any payment to Tenant which was required to be made prior to the time Mortgagee, as the case may be, succeeded to any prior Landlord's interest, or

(v) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by Lender, or

(vii) bound by any amendment or modification of the Lease made without the consent of Mortgagee.

(d) Tenant agrees that, notwithstanding any provision hereof to the contrary, the terms of this Lease shall continue to govern with respect to the disposition of any insurance proceeds or eminent domain awards, and any obligations of Landlord to restore the real estate of which the Leased Premises are a part shall, insofar as they apply to a Mortgagee, be limited to insurance

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proceeds or eminent domain awards received by Mortgagee, respectively.

(e) Tenant hereby agrees to give to a Mortgagee copies of all notices of default(s) under the Lease in the same manner as, and whenever, Tenant shall give any of default to Landlord, and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been delivered to Trustee and to Issuer. Mortgagee shall have the right, but not the obligation, to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied, and for such purpose Tenant hereby grants to Mortgagee such additional period of time as may be reasonable to enable Mortgagee to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default. Tenant shall accept performance by Mortgagee of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No Landlord default under the Lease shall exist or shall be deemed to exist (i) as long as Mortgagee, in good faith, shall have commenced to cure such default within the above referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Leased Premises are required in order to cure such default, or if such default is not susceptible of being cured by Mortgagee, as long as Mortgagee, in good faith, shall have notified Tenant that same intends to institute proceedings under the mortgagee, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. The Lease shall not be assigned (except in the event of an assignment that is permitted in the Lease without Landlord's consent) by Tenant, modified, amended or terminated (except in the event of a termination that is permitted in the Lease without Landlord's consent) without the prior written consent, in each instance, of Mortgagee. Mortgagee nor the designee or nominee of Mortgagee shall become liable under the Lease unless and until the Mortgagee or the designee or nominee of either becomes, and then only with respect to periods in which Mortgagee or the designee or nominee becomes, the fee owner of the Property.

20. Default and Remedies.

(a) In the event that (a) any installment of Base Rent, Additional Rent or any other amount to be paid by Tenant is not paid within ten (10) days after written notice to Tenant that such was not received when the same is due and payable, or (b) Tenant defaults in the performance or observance of any other covenant or condition in this Lease and such default remains unremedied for thirty (30) days after written notice thereof has been given or sent to Tenant by Landlord, or (c) any warranty or representation made by Tenant herein proves to be false or misleading, or (d) Tenant makes an assignment for the benefit of creditors, is generally not paying its debts as such debts become due, a custodian is appointed or takes possession of its assets not discharged or dismissed within 90 days, commences any bankruptcy or reorganization proceeding against or by Tenant as a debtor or against any substantial part of Tenant's property, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect not discharged or dismissed within 90 days, or there is commenced against Tenant any such proceeding which remains undismissed for a period of ninety (90) days, or any order approving the petition in any such proceeding is entered, or Tenant by any act indicates its consent to, or

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acquiescence in, any such proceeding or the appointment of any receiver or t any substantial part of its property, or suffers any such receivership or trus undischarged for a period of ninety (90) days, or any party holding a securi Tenant's fixtures or personal property of any material nature that are loc Premises institutes or gives notice of foreclosure against any such property dismissed within 90 days, or (e) Tenant shall have assigned or sublet the Leased Premises without the prior written consent of Landlord, or (f) the dissolution of any corporate or limited liability Tenant or the termination of any partnership Tenant in violation of the terms hereof, then 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 at any time thereafter 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, provided however that unless Tenant shall have vacated the Premises Landlord shall first obtain an order from a court of competent jurisdiction authorizing such re-entry and repossession notwithstanding any other provision of this lease, and expel Tenant and those claiming through or under it and remove it or their effects and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid, this Lease shall terminate; and Tenant covenants and agrees, notwithstanding any entry or reentry by Landlord, 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 less the value of the premises for the balance of the term, discounted to present value at the then Wall Street Journal Prime Rate (the "Accelerated Rent"). Tenant shall also remain and continue liable to Landlord in an amount equal to all reasonable costs associated with the default of Tenant and the termination of the Lease, excluding, however, Landlord's attorneys' fees incurred in enforcing the provisions of this Lease against Tenant.

(b) In the event of termination of this Lease for the default of Tenant, pursuant to the provisions of the preceding paragraph, Landlord will have the right from time to time to re-let the Leased Premises upon such terms as it deems fit. Nothing herein contained will be deemed to require Landlord to await the date on which this Lease, or the term hereof, would have expired had there been no default by Tenant, or no such termination or cancellation. Except as expressly set forth herein, Landlord's rights and remedies under this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, will be deemed to be in exclusion of any of the others herein provided. Nothing contained in this Section will limit or prejudice the right of Landlord to prove and obtain, in proceedings involving the bankruptcy or insolvency of, or a composition with creditors by Tenant, the maximum allowed by any statute or rule of law at the time in effect. Notwithstanding any other provision of this Lease, Landlord shall, in the event of termination of this lease or of Tenant's rights hereunder, have the obligation to mitigate its damages pursuant to the provisions of Maine statute if applicable and other applicable law. Listing the Leased Premises for rent with a commercial real estate broker shall be prima facie evidence that landlord has satisfied its obligation to mitigate its damages. If Tenant has paid the

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Accelerated Rent to Landlord, then all net amounts received by Landlord i damages (i.e., as rent or other charges received from any reletting of the Leased l paid over by Landlord to Tenant within 30 days after the same are received by I not in excess of the total amount of Accelerated Rent actually paid by Te amounts" received in mitigation shall be computed by taking the gross amounts received by Landlord as mitigation of its damages, and subtracting there from all reasonable costs of obtaining such mitigation, including without limitation brokerage commissions, costs of refitting the Leased Premises and the like.

(c) 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 written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

(d) Without limiting the generality of the foregoing, any violation by Tenant of the Act, any failure of Tenant to maintain its status as a registered Primary Caregiver under the Act, any criminal or civil prosecution of Tenant for any reason, or any announcement or other evidence that Primary Caregivers shall be prosecuted under Federal law notwithstanding the enactment of the Act shall entitle Landlord to terminate this Lease in writing immediately.

21. Covenant of Quiet Enjoyment.

Tenant, subject to the terms and provisions of this Lease on payment of the rent and observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Leased Premises during the term without hindrance or ejection by Landlord or by any persons claiming under Landlord.

22. Notices.

Whenever by the terms of this Lease notice, demand, or other communication shall or may be given either to Landlord or to Tenant, the same shall be in writing and shall be sent by certified mail, postage prepaid or by reputable national overnight courier service addressed as set forth in the Lease Summary.

After receiving written notice from any person, firm, or other entity, stating that it holds a mortgage on the Property, Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notices as are required to be given to Landlord under the terms of this Lease, but such notices may be given by Tenant to Landlord and such holder concurrently. It is further agreed that such holder shall have the same right to cure any default, and the same and simultaneous time within which to effect such curing, as is available to Landlord; and if necessary

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to cure such a default, such holder shall have access to the Property.

23. Warranties And Representations

(a) Tenant warrants and represents to Landlord that Tenant's entering into this Lease does not violate any other contracts, agreements, leases or any other arrangements of any nature whatsoever that Tenant has with any third parties. Landlord warrants and represents to Tenant that Landlords entering into this Lease does not violate any other contracts, agreements, leases or any other arrangements of any nature whatsoever that Landlord has with any third parties.

(b) Tenant represents that it is (i) is a limited liability company organized, validly existing under the laws of the State of Maine, (ii) this Lease has been duly authorized by all requisite action and is not in contravention of any law or organizational documents and (iii) this Lease has been duly executed by a duly authorized representative of Tenant.

(c) Landlord represents and warrants to Tenant that Landlord (i) is a limited liability company duly organized, validly existing under the laws of the State of Maine, (ii) this Lease has been duly authorized by all requisite action and is not in contravention of any law or organizational documents and (iii) this Lease has been duly executed by a duly authorized officer of Landlord.

24. Real Estate Broker.

Tenant warrants and represents that it has not dealt with a real estate broker in connection with the consummation of this Lease. In the event of any brokerage claims against Landlord predicated upon dealings with Tenant by other brokers, Tenant agrees to defend the same and indemnify Landlord against any such claims. Landlord warrants and represents that it has dealt with NAI/The Dunham Group in connection with the consummation of this Lease, and Landlord shall be responsible for any commissions due to NAI/The Dunham Group.

25. Holdover.

If Tenant remains in possession of the Leased Premises after the expiration of the term of this Lease, such possession shall be as a month-to-month tenant. During such month to-month tenancy, the provisions of this Lease, except for base rent, shall be applicable; base rent shall be increased to one and one-half (1-1/2) times the then current base rent for the period just preceding such termination. Landlord or Tenant may terminate any such month-to month tenancy by giving the other party thirty (30) days prior written notice.

26. Force Majeure - Landlord's Liability - Right to Sell:

(a) In any case where either party hereto is required to do any act (except for the payment of money), the time for the performance thereof shall be extended by a period equal to any delay caused by or resulting from act of God, war, civil commotion, riot, fire or other casualty, labor difficulties, shortages of energy, labor, materials or equipment, government action or regulations, delays caused by the other party, or other causes beyond such party's reasonable

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control, whether such time be designated by a fixed date, a fixed time or a "reason party claiming a justifiable delay shall promptly notify the other party of the cause o shall use diligence to eliminate the cause of the delay, and shall complete the promptly when the cause of the delay has been eliminated.

(b) Landlord shall have the right to sell, assign, transfer, mortgage or otherwise alienate its interest in the Property and the Leased Premises, or any portion thereof subject to the terms of this Lease. Upon such sale, assignment, transfer or alienation, the new owner shall be deemed to have succeeded to all of Landlord's rights and obligations hereunder including any liability for Security Deposits, and upon notice of same to Tenant, Tenant shall be bound to the new owner to the same extent as it was bound to Landlord subject to the terms and provisions hereof, provided, that Tenant shall pay directly to the old owner all payments due to Landlord hereunder prior to Tenant's receipt of such notice. At the time when such notice is given to Tenant, Landlord hereunder shall be entirely freed and relieved of any further obligation or responsibility under this Lease for obligations thereafter arising.

27. Remedies Cumulative; Nonwaiver.

No remedy herein or otherwise conferred upon or reserved to a party shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity; and every power and remedy given to a party by this Lease may be exercised from time to time as often as the occasion may arise or as may be deemed expedient. No delay or omission of a party to exercise any right or power arising from any default on the part of the other party shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein. The acceptance of partial rent by Landlord with knowledge of a default by Tenant hereunder shall not constitute a waiver of such default, except insofar as payment of such rent constitutes a cure for such default.

28. Security Deposit.

The security deposit identified in the Lease Summary shall be held by the Landlord in a non-interest bearing account as security for the performance in full by the Tenant of all the terms and conditions of this Lease, and the security deposit shall be returned to the Tenant upon the expiration of this Lease, conditioned upon the Tenant's full performance of the terms hereunder. The Landlord may retain, use or apply the security deposit, at any time and up to its full value, for or toward any rent installment, additional rent or other sums of money which the Tenant fails to pay when due (subject to the expiration of any applicable grace or cure period), or any expense or damage occasioned or caused by the Tenant or relating to any default by the Tenant. If the Landlord uses any or all of the security deposit, the Tenant agrees to redeposit the amount so used within ten (10) days following notice of such use. In any event, the Tenant shall remain liable for any shortages or unpaid rental or other charges.

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29. Miscellaneous.

(a) Waiver. Failure on the part of a party to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall never be deemed to be a waiver by a party of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by a party shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord to or of any action by the other party requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by the other party. No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

(b) Merger. This Lease contains the entire agreement of the parties and supersedes all prior agreements and understandings, whether oral or written, and shall not be amended or modified except in writing signed by both parties. No representations, inducements, promises or agreements between the parties not embodied herein or therein shall be of any force or effect.

(c) Invalidity. If any term of or provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those, as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

(d) Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

(e) Recording of Lease. Tenant agrees not to record this Lease, but each party hereto agrees, on request of the other, to execute a mutually agreeable Memorandum of Lease in recordable form. In no event shall such memorandum set forth the rental or other charges payable by Tenant under this Lease and any such memorandum shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions hereof.

(f) Section Headings. The headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify,

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amplify, or aid in the interpretation, construction, or meaning of the provision

(g) Use of Pronoun. The word "Tenant" shall be deemed and every person or party mentioned as a Tenant herein, be the same one or m more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, corporation, trust or a group of two or more individuals or corporation. The necessary grammatical changes required to make the provisions of this Lease apply in the plural number where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

(h) Additional Rights. Notwithstanding any other provision of this Lease to the contrary, it is the intention and agreement of the parties that each party shall in all events and circumstances be responsible to pay for its own attorneys' and paralegals' fees, costs and disbursements and court costs incurred or paid in any connection with this Lease or the tenancy created hereunder, whether any such amounts be incurred in relation to the negotiation, execution, interpretation, or enforcement of this Lease, or matters related thereto or hereto.

(i) Landlord's Liability. Anything in this Lease to the contrary notwithstanding it is agreed that Landlord shall not be personally liable under this Agreement in any way whatsoever to Tenant, and Tenant shall he entitled to make claim for any liability it is alleged to have suffered, only against Landlord's interest in the Property. Furthermore, if Landlord, or any successor in interest of Landlord, shall be a mortgagee in possession, or an individual, joint 'venture, trust, tenancy in common, corporation or partnership, general or limited, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of such mortgagee in possession, or such individual or on the part. of the stockholders of such corporation or the members of such partnership or joint venture or the beneficiaries of such trust with respect to any of the terms, covenants and conditions. of this Lease, and Tenant shall look solely to the equity of Landlord, or of such successor in interest, in the estate of Landlord in the Property for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord, or by such successor in interest, of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of personal liability (beyond any interest in the Property) to be absolute and without any exception whatsoever but which shall not limit action by Tenant for specific performance or injunction or other remedies not seeking a money judgment. Nothing in this paragraph shall prevent Tenant from seeking a judgment from Landlord (or from any successor of Landlord) where such judgment may be recovered from insurance sanded by Landlord, or by such successor.

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(j) Whenever in this Lease provision is made for the doing of any ac understood and agreed that said act shall be done by such party at its own unless a contrary intent is expressed.

(k) Waiver of Jury Trial. Notwithstanding anything in this Lease to the contrary, each party, for itself, and its heirs, successors, and assigns hereby knowingly, willingly, and voluntarily waives any and all rights such party may have to a trial by jury related to the provisions of this Lease.

WITNESS:

135 WALTON STREET LLC, Landlord

By: _____
Kevin Bunker, Manager

PINE TREE APOTHECARY, LLC,
Tenant

By: _____
Eric Theriault, its President

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EXHIBIT A

(Insert Plan)

Lease Exhibit A

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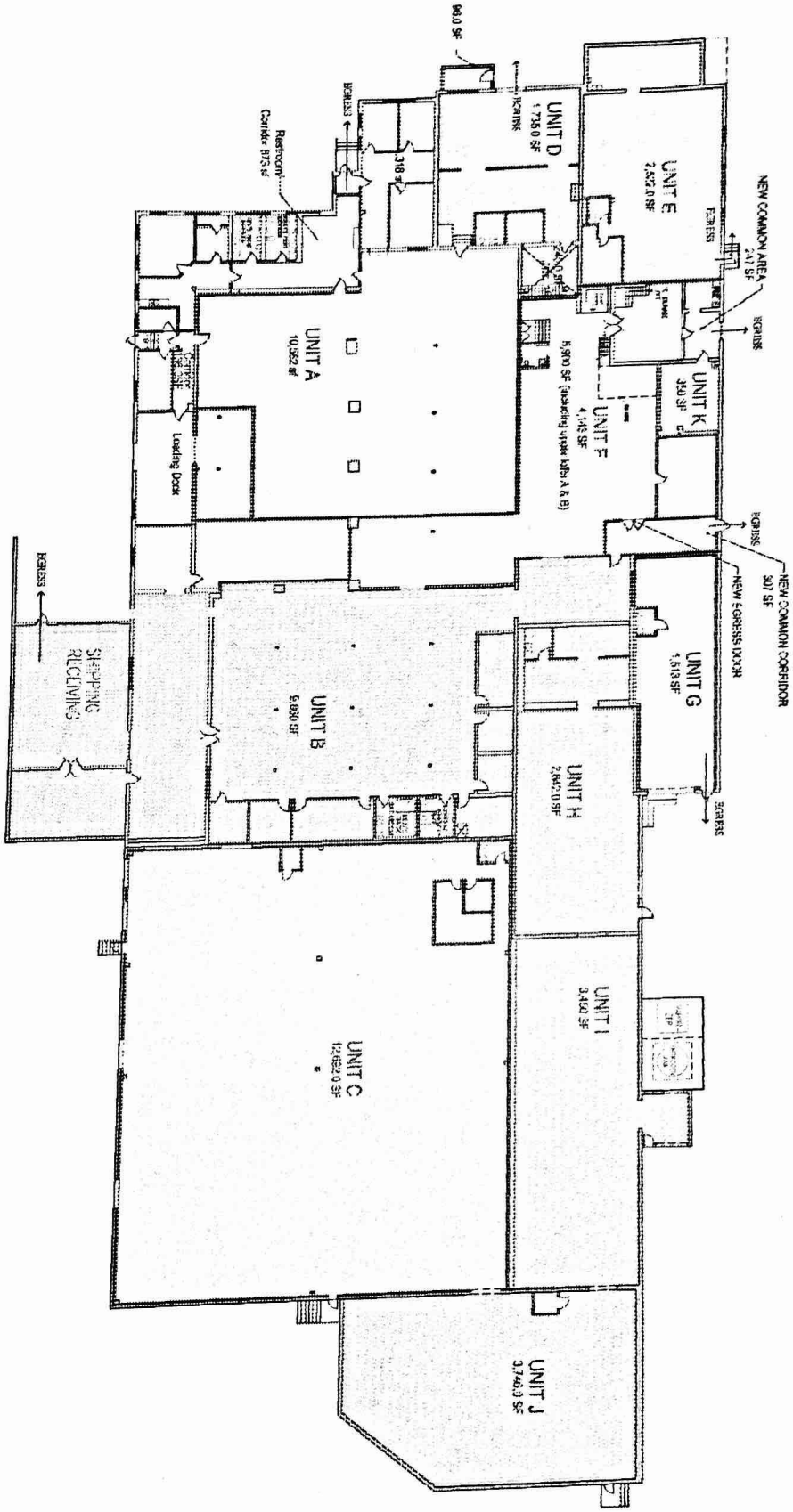

135 Walton Street Portland, Maine
Ground Level Plan