

FIRST AMENDMENT TO LEASE
BETWEEN J.B. Brown & Sons, LESSOR,
AND
MAINE MEDICAL CENTER, LESSEE,
DATED AS OF July 20, 2006 concerning Premises known as
901 Washington Ave., Portland, Maine (the "Lease")

This First Amendment to Lease (the "Amendment") is dated as of June ___, 2016 and is intended to modify and, where inconsistent with the Lease, to supersede and otherwise take precedence over, the terms and provisions of the Lease to which it is attached and made a part of for all purposes by this reference.

RECITALS:

WHEREAS, the initial term of the Lease ends on June 30, 2016.

WHEREAS, the Lessee Lessor have agreed to extend the term of the Lease for ten (10) years, which results in a term extension expiring on June 30, 2026.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee have agreed as follows:

1. Extension of Lease Term.

- a. Under Definitions and Basic Data, Item 3, the subsection headed "Term" the date "June 30, 2016" shall be *deleted and replaced with "June 30, 2026"*.
- b. Under Definitions and Basic Data, Item 5, the subsection headed "Rent" is hereby *modified to include* the following:

7/1/2016 -6/30/2017	Base Monthly Rent: \$33,398 plus operating costs
7/1/2017 -6/30/2026	Base rent will be increased annually based on the previous year's rent times the Consumer Price Index (CPI) Urban Consumer over the immediately prior 12 month period. Notwithstanding the foregoing, in no event shall the annual CPI increase be less than 2% nor greater than 3%.

CAM & Tax pre-payments will continue to be assessed as provided for in Sections 3.2, 3.3 and 5.1 of the Lease.

- c. Under Definitions and Basic Data, Item 14, the subsection headed "Lessor's Responsibility" shall be *deleted and replaced with* "Lessor will provide \$300,000 to Lessee to make mutually agreed to improvements to the Premises. The funds will be paid based on invoices approved by Lessee certifying the completion of the work and with accompanying lien waivers from Lessee's contactor(s)"

- d. Addendum A shall be *deleted and replaced with* "The space is being provided in "as is" condition with Lessor providing Lessee \$300,000 for improvements to the Premises as provided for in Item 14 of the Lease stated above."
- e. Section 6.2 shall be deleted and replaced with: Indemnity. Lessee, its successors and assigns, hereby agree to indemnify and hold harmless Lessor, its successors and assigns, for any claims, costs, liability and expense arising from or attributable to any claim arising from any negligent acts or omissions of the servants or employees of Lessee in performing services pursuant to this Agreement. Lessor, its successors and assigns, hereby agrees to indemnify and hold harmless Lessee, its successors and assigns, for any claim, costs, liability and expense arising from or attributable to any negligent acts or omissions of the servants or employees of Lessor in performing services pursuant to this Agreement.
- a. Section 11.5 is amended to replace Donald E. Quigley with Robert S. Frank and the address 465 Congress Street, Suite b600, Portland, ME 04101 with 110 Free Street, Portland, ME 04101.

2. Lease in Full Force and Effect. The Lease remains in full force and effect, as amended above. All references to the Lease in this Amendment and in the main body of the Lease, shall mean the Lease as amended hereby.

IN WITNESS WHEREOF, the parties hereto execute this document as of the date first written above.

WITNESS:

Willow D Hillman

Kenna Joyce McLeod

LESSOR:

J.B. Brown & Sons

By:

[Signature]
Its duly authorized President

LESSEE:

Maine Medical Center

By:

[Signature]
Its duly authorized officer