LEASE AGREEMENT

THIS LEASE is made as of the 31st day of March, 2016, by and between 1440 CONGRESS STREET, LLC, a Maine limited liability company ("Landlord") and CASCO BAY EYECARE, P.A., LLC, a Maine limited liability company ("Tenant").

WITNESSETH:

1. <u>Premises</u>: In consideration of the rent and covenants herein reserved and contained on the part of the parties to be paid, performed and observed, Landlord does hereby lease, demise and let unto Tenant, and Tenant does hereby take and hire from Landlord, upon and subject to the terms and provisions of this lease the five thousand (5,000) square foot commercial building and associated parking lots, driveways and grounds, located at 1440 Congress Street, Portland, Maine (Portland Tax Map 197, Block B, Lot 9) (the "<u>Demised Premises</u>") and all other rights and privileges appurtenant thereto, including without limitation exclusive parking rights upon the Demised Premises.

2. Term, Termination of Existing Tenancy:

- (a) The term of this lease shall commence on May 1, 2016 (the "Lease Commencement Date") and end on December 31, 2026, unless otherwise provided below. The initial lease year shall begin upon the Lease Commencement Date and extend to the first (1st) anniversary of the Rent Commencement Date. Each lease year thereafter shall commence and end on the succeeding anniversary of the Rent Commencement Date. If the expiration or termination of this lease is on any day other than the last day of a lease year, the last lease year shall be the period from the end of the preceding lease year through such expiration or termination.
- (b) Landlord and Tenant acknowledge that the Demised Premises are subject to an existing month-to-month tenancy. Upon execution hereof Landlord shall take immediate steps to notify the existing tenant of the termination of such tenancy at the earliest date allowed for under the law, and thereafter pursue immediate eviction of the existing tenant if necessary, keeping Tenant fully informed of all communications between Landlord and the existing tenant and all filings in any necessary eviction action. Should Landlord, despite its best efforts, be unable to turn over possession of the Premises to Tenant free and clear of the existing tenant and its effects by the scheduled May 1, 2016 Lease Commencement Date, the Lease Commencement Date shall be postponed for a reasonable period until Landlord can turn over possession to Tenant, during which period Landlord shall continue to diligently pursue the existing tenant's eviction. Upon turnover of possession to Tenant, the Landlord and Tenant shall acknowledge in writing the revised Lease Commencement Date. Provided, nonetheless, that if the turnover of possession and postponed Lease Commencement Date does not occur by June 1, 2016 despite Landlord's best efforts, Tenant shall have the right to elect at any time

IN WITNESS WHEREOF, the parties hereto have caused this lease to be duly executed as of the day and year first above written.

WITNESS:

1140 CONGRESA STREET, LLC

By:

Vaughn Gushee, Its Manager

CASCO BAY EYECARE, P.A., LLC

By:

Mulcoan Day

By:

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