

267 ACC5

One Canal Plaza  
Portland, ME 04101

T 207 772 1333  
F 207 871 1288

www.boulos.com

Paul -  
Here's the new  
deal. Disbless.  
+ x.  
Amy

September 22, 2003

Nathan DeLois  
CB Richard Ellis/The Boulos Company  
One Canal Plaza  
Portland, ME 04101

Re: Letter of Intent  
190 Riverside Street  
Portland, ME

Dear Nate:

This letter sets forth the terms and conditions under which **Support Solutions** (hereinafter referred to as "Tenant") is willing to enter into a lease agreement with **Bounty Development** (hereinafter referred to as "Landlord") for space at the above-referenced location.

<u>Property:</u>	190 Riverside Street "Corporate Express" Unit Portland, Maine
<u>Tenant:</u>	Support Solutions
<u>Landlord:</u>	Bounty Development
<u>Demised Premises:</u>	The demised premises shall be deemed to contain 4,080± s.f. of leased office space as identified on Exhibit A.
<u>Lease Term:</u>	Five (5) years.
<u>Renewal Options:</u>	Two (2), three (3) year renewal options.
<u>Occupancy Date:</u>	May 1, 2004
<u>Rent Commencement Date:</u>	May 1, 2004
<u>Landlord's Work:</u>	See attached Exhibits B, B-1 & B-2.
<u>Tenant's Work:</u>	Any and all modifications to the building by Tenant or Tenant's agent shall be submitted to Landlord for its approval prior to commencement of work. Tenant agrees that all work shall be completed in compliance with all applicable state and municipal building codes and ordinances.

Lease Rate: Year 1: \$10.25/s.f. (\$3,485.00/month) NNN  
Year 2: \$10.50/s.f. (\$3,570.00/month) NNN  
Year 3: \$10.75/s.f. (\$3,655.00/month) NNN  
Year 4: \$11.00/s.f. (\$3,740.00/month) NNN  
Year 5: \$11.25/s.f. (\$3,825.00/month) NNN

Renewal Rate: Year 6: \$11.50/s.f. (\$3,910.00/month) NNN  
Year 7: \$11.75/s.f. (\$3,995.00/month) NNN  
Year 8: \$12.00/s.f. (\$4,080.00/month) NNN  
Year 9: \$12.25/s.f. (\$4,165.00/month) NNN  
Year 10: \$12.50/s.f. (\$4,250.00/month) NNN  
Year 11: \$12.75/s.f. (\$4,335.00/month) NNN

The above rent is quoted on a Triple Net Basis. Therefore, Tenant is responsible for its pro rata share of all operating expenses for this property, including, but not limited to, real estate taxes, building maintenance, management, building insurance, water and sewer, parking lot maintenance and repairs, grounds maintenance, common area lighting and common area janitorial, etc. Estimated NNN expensed for 2003 are \$3.30/sf. The rent does not include Tenant's premises utility costs. Tenant is directly responsible for its utility expenses for lights, plugs, & HVAC. Tenant is also responsible for its premises' janitorial costs.

Use: Tenant will use the demised premises as a professional office and as a training facility.

Deposit: Upon full execution of this Letter of Intent, the sum of one month's rent, Three Thousand Four Hundred Eighty-Five and 00/100 Dollars (\$3,485.00), will be delivered to CB Richard Ellis/The Boulos Company and held in a non-interest bearing escrow account. At the time the lease is executed, said deposit will be forwarded to Landlord and credited toward the Tenant's first month's rental payment due under the lease. CB Richard Ellis/The Boulos Company, upon the full execution of the lease may, at its option, credit this deposit toward the commission due and payable by the Landlord. In such an event, Tenant is to receive credit for this money as if it had been credited toward Tenant's rent payments due under the lease.

Security Deposit: Upon full execution of a Lease Agreement, Tenant will deposit with Landlord the sum of Three Thousand Four Hundred Eighty-Five and 00/100 Dollars (\$3,485.00). This sum represents the security deposit due under the lease. Said deposit will be returned to Tenant at the end of the lease term, provided the premises are left in good repair, "broom clean," and provided Tenant has not been in default of lease. Interest will not be paid on said deposit.

Signage: Signage will be at Tenant's sole expense; however, subject to the prior written approval of design and location by Landlord prior to installation and also subject to any standards in use at the property. Such approval shall not be unreasonably withheld or delayed.

Parking: Tenant shall have fourteen <sup>13</sup>~~14~~ non-reserved spaces in common with other tenants in the parking lot at 190 Riverside Street. Any additional parking up to a maximum of six (6) additional spaces shall be available in the overflow area in common with Platinum Plus, see plan attached hereto and incorporated herein. If Landlord, in its sole discretion, determines that Tenant is using more parking spaces than allotted above, Landlord will give Tenant written notice of the parking violation. If Tenant does not

30

*opt out* rectify the parking within fifteen (15) days of the written warning, Landlord can, at any time, terminate the Tenant's lease with sixty (60) days written notice. *After the 30 days*

**Brokerage Commission:** Landlord's responsibility in accordance with CB Richard Ellis/The Boulos Company's standard commission schedule.

**Financials:** It is understood that any lease agreement is subject to Landlord's prior approval of Tenant's financial statements, past three years' tax returns, and past credit history. If requested by Landlord, then Tenant shall submit such information to Landlord within five (5) days of full execution of this Letter of Intent.

**Assignment/Sublet:** Tenant shall not be permitted to assign lease or sublet space without permission of Landlord. Such permission not to be unreasonably withheld or delayed.

**Zoning:** It is the responsibility of Tenant to determine all zoning information and secure all necessary or required permits and approvals for its proposed use of the subject premises. Landlord and CB Richard Ellis/The Boulos Company make no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the subject premises for Tenant's intended use.

**Letter of Intent Expiration:** This offer to lease is valid until September <sup>24<sup>th</sup></sup> 2003, but may be revoked by either at any time without prior written notice.

**Facsimiles:** The undersigned jointly and severally agree to accept fax copies of the documents which have been sent by either party to the other, or to any other party or agent to this transaction, as original documents, with the exception of the final lease document.


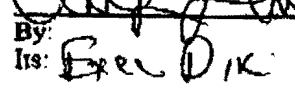
**Lease Agreement:** Landlord agrees to forward its proposed lease to Tenant within seven (7) days of the full execution of this Letter of Intent. In the event Tenant and Landlord have not executed a mutually agreeable lease within fourteen (14) days of Tenant's receipt of Landlord's lease, Tenant's deposit shall be returned and neither party is under any further obligation to the other.

**Miscellaneous:** It is agreed that this Letter of Intent is subject to the formal execution of a mutually agreeable lease and until such lease is signed by all parties, this Letter of Intent will be non-binding. All parties agree to negotiate in "good faith".

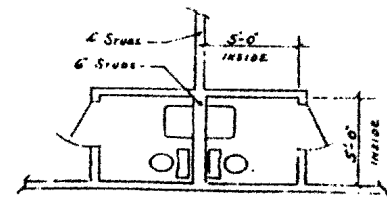
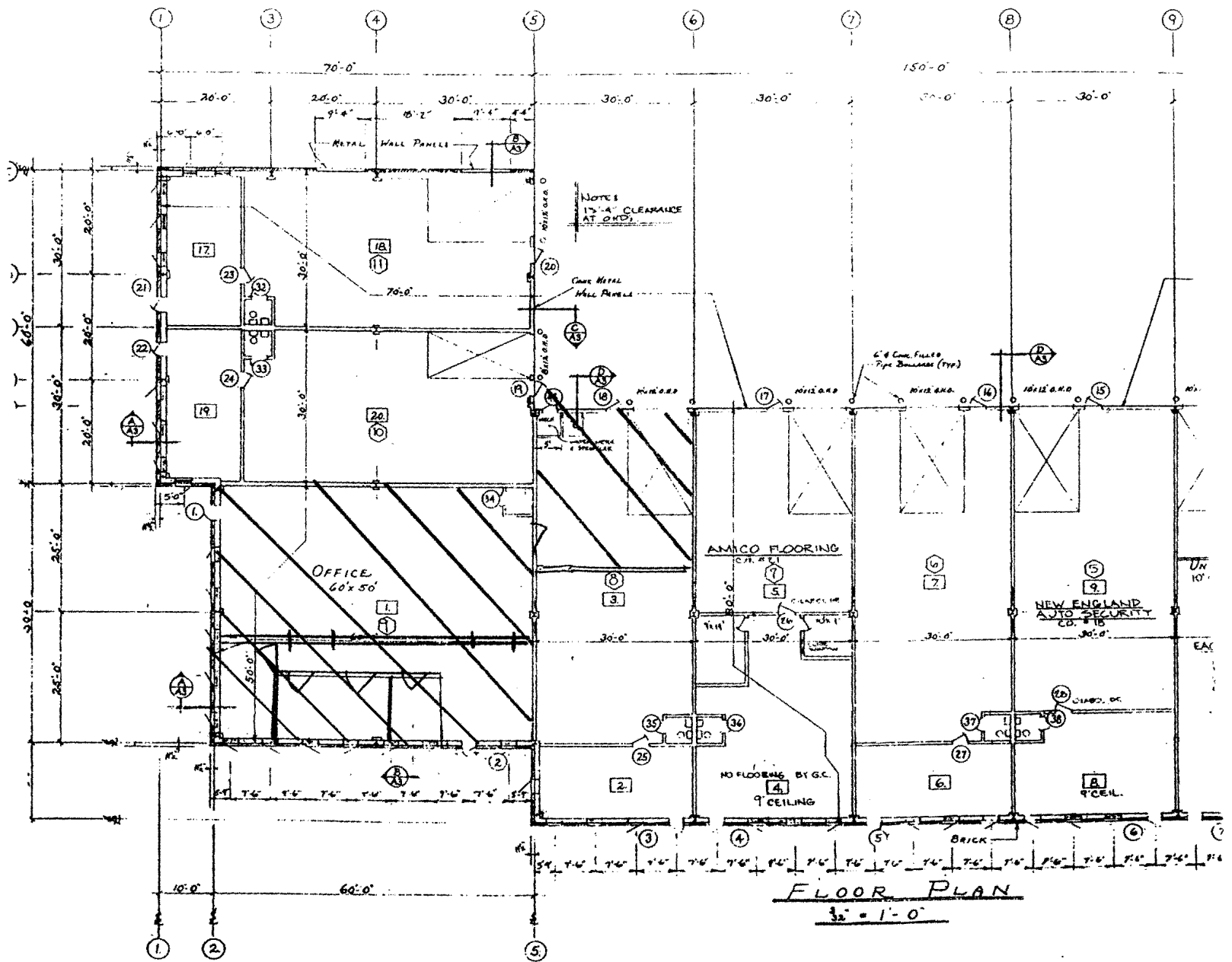
Very truly yours,

Matthew Cardente  
CB Richard Ellis/The Boulos Company

SEEN AND AGREED TO:

By:  \_\_\_\_\_ Bounty Development, Landlord  
Its:  \_\_\_\_\_ Support Solutions, Tenant

Date: \_\_\_\_\_  
9/23/03  
Date:



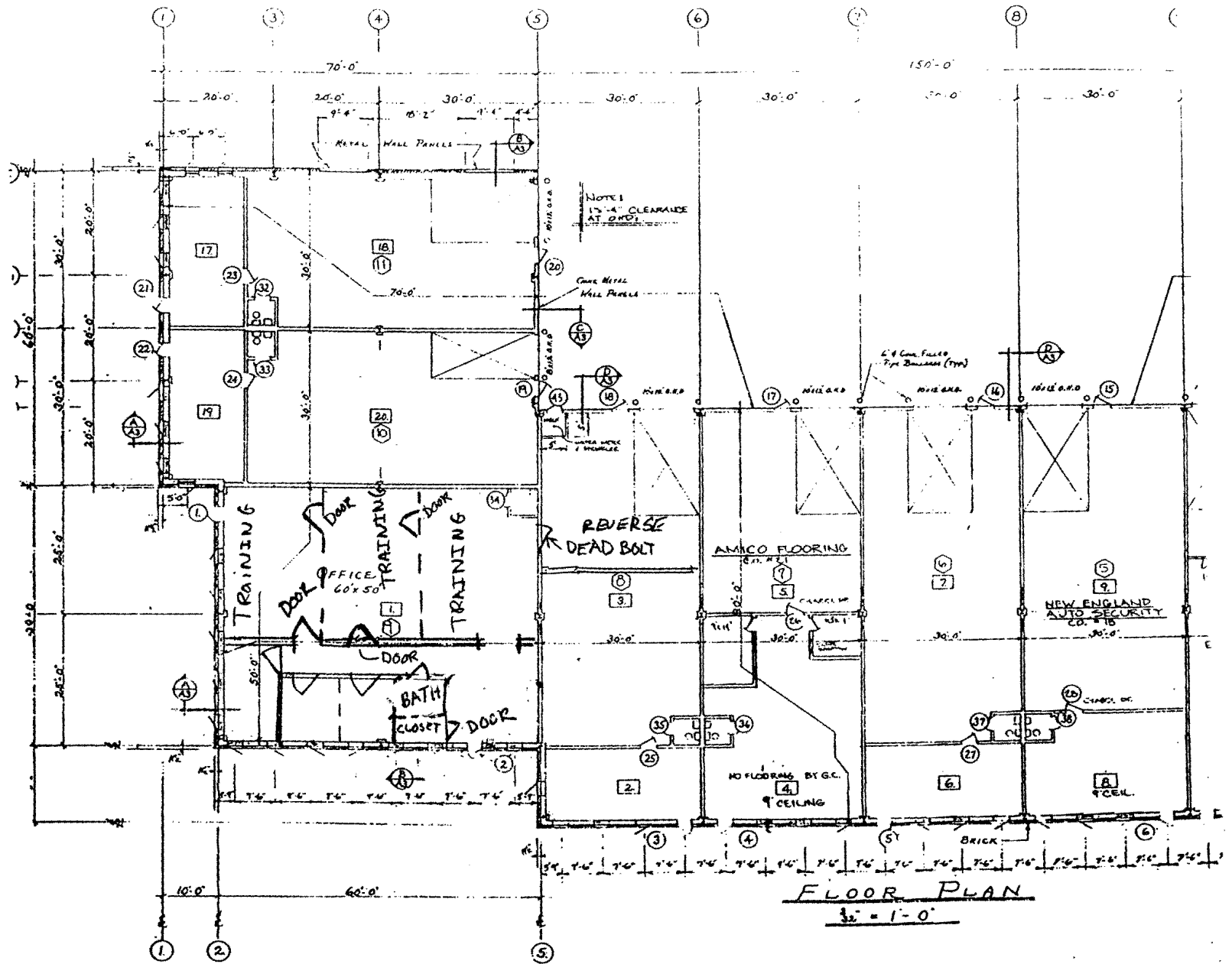
TYPICAL TOILET LAYOUT  
4" = 1'-0"

DATE	REVISION
1-15-67	1. REVISIONS
2-15-67	2. REVISIONS
3-15-67	3. REVISIONS
4-15-67	4. REVISIONS
5-15-67	5. REVISIONS
6-15-67	6. REVISIONS
7-15-67	7. REVISIONS
8-15-67	8. REVISIONS
9-15-67	9. REVISIONS
10-15-67	10. REVISIONS

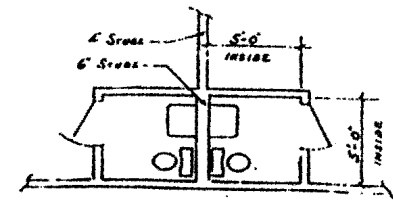
**LANDLORD'S WORK**

Landlord will, at Landlord's expense:

1. Install two (2) insulated 36'+/- walls to the ceiling tiles with adequate electrical outlets. Approximate size and location identified on Exhibit B-2.
2. Install one (1) insulated 12'+/- wall with adequate electrical outlets. Approximate location and size identified on Exhibit B-2.
3. Reverse the deadbolt on the door to the warehouse.
4. Install five (5) solid core doors with hardware. Location identified on Exhibit B-1.
5. Recarpet and paint the office portion of the demised premises.
6. Rework HVAC and install separate zone control system in newly created training rooms. "Training Rooms" identified on Exhibit B-1.
7. Install one (1) ADA compliant bathroom. Approximate location identified on Exhibit B-2. The additional cost to locate bathroom in the identified location will be the responsibility of the Tenant to be paid in full at rent commencement. Additional cost of bathroom subject to Tenant's approval prior to entering into a lease agreement.
8. Sheetrock over existing glass panel currently located next to entrance to proposed bathroom.
9. Install one (1) closet. Approximate location identified on Exhibit B-1.
10. This agreement is contingent upon Landlord acquiring all necessary approvals for proposed construction.

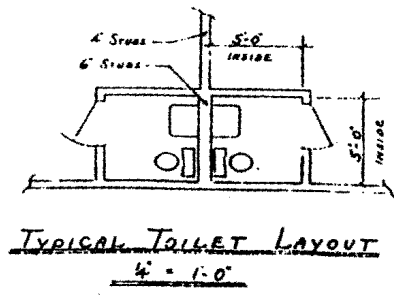
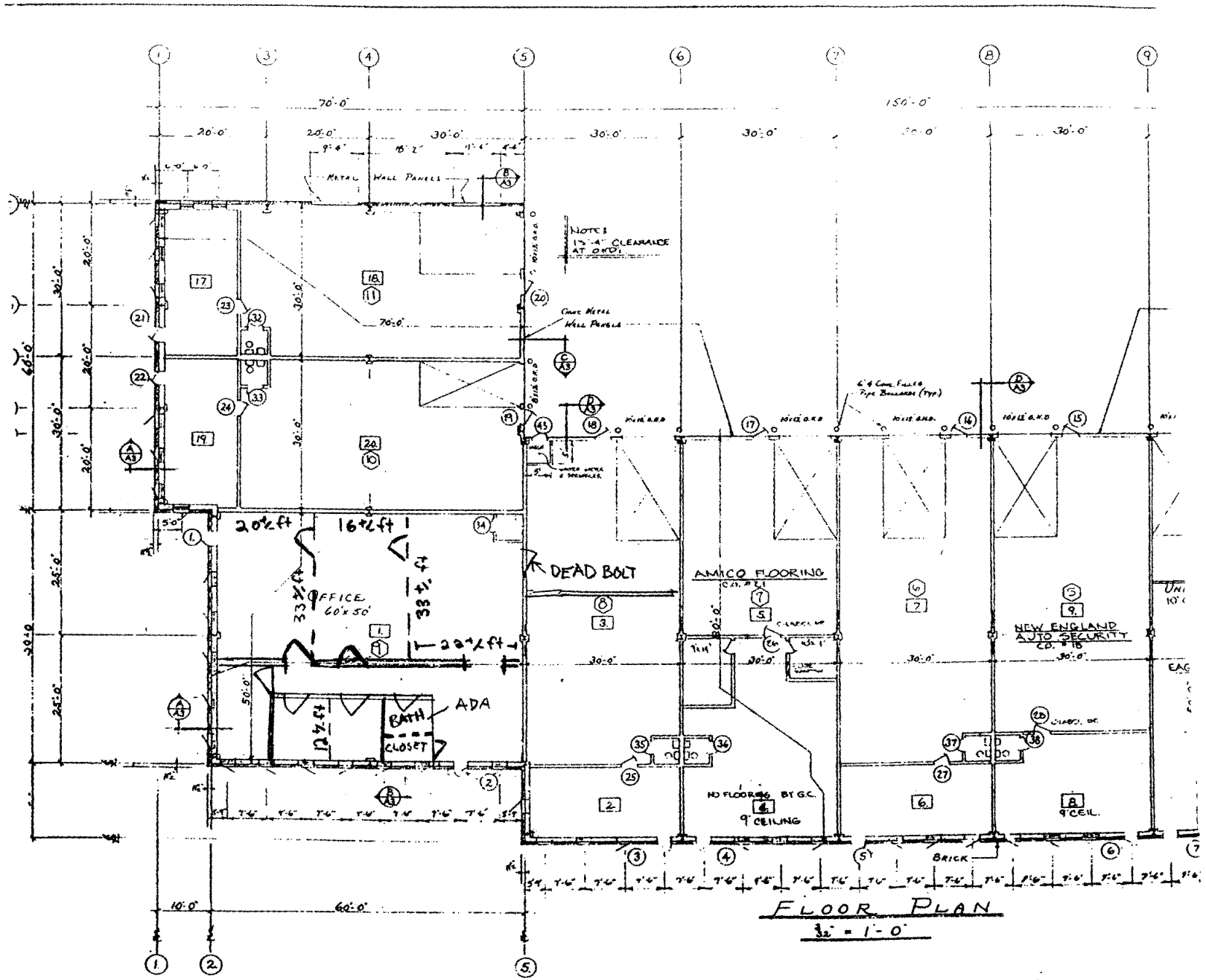


**FLOOR PLAN**  
1/2" = 1'-0"



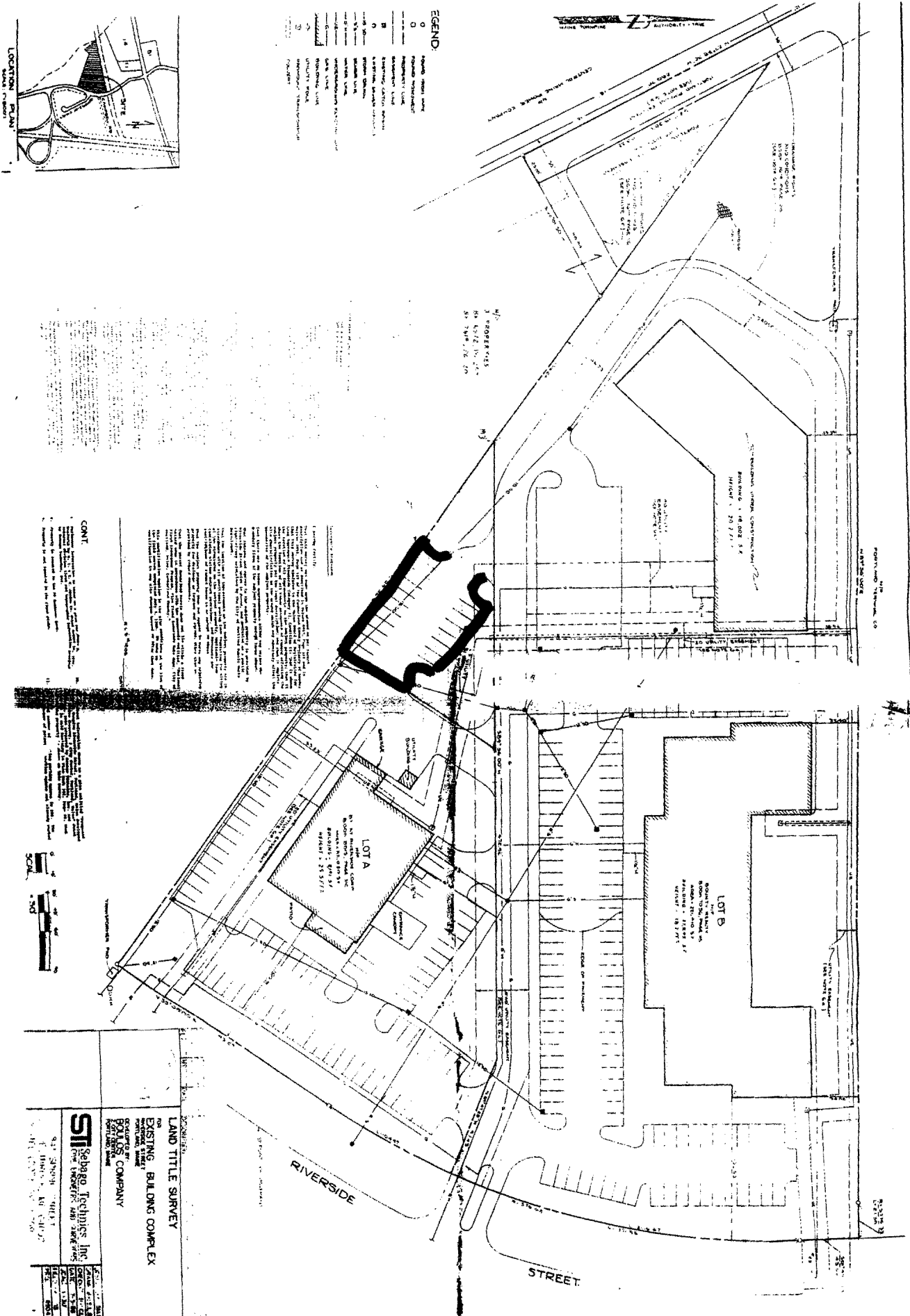
**TYPICAL TOILET LAYOUT**  
1/2" = 1'-0"

DATE	REVISION
12-22-81	AS-BUILT PER CHANGE ORDER
1-15-82	Windows Re-located
1-15-82	RELOC. O.H. DOORS IN LAV OF 1ST
1-15-82	WALL SECTIONAL CUR. BRACK.
1-15-82	RELOCATED STAIR-WAY VENTILATION

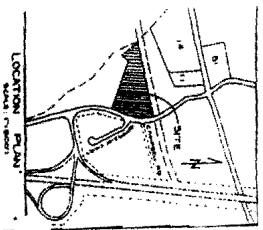


DATE	REVISION
11-17-87	Windows Re-located.
11-18-87	Door on door in line of travel.
11-20-87	Wall Section Cut, Room No.
11-22-87	Revised window placement.

OWN FLOOD PARKING AREA



- LEGEND**
- Existing Building Footprint
  - Proposed Building Footprint
  - ▭ Proposed Parking Lot
  - ▭ Proposed Driveway
  - ▭ Proposed Access Road
  - ▭ Proposed Utility Line
  - ▭ Proposed Easement
  - ▭ Proposed Right-of-Way
  - ▭ Proposed Boundary
  - ▭ Proposed Survey Line
  - ▭ Proposed Survey Point
  - ▭ Proposed Survey Station
  - ▭ Proposed Survey Marker
  - ▭ Proposed Survey Monument
  - ▭ Proposed Survey Boundary
  - ▭ Proposed Survey Area
  - ▭ Proposed Survey Zone
  - ▭ Proposed Survey Section
  - ▭ Proposed Survey Parcel
  - ▭ Proposed Survey Lot
  - ▭ Proposed Survey Block
  - ▭ Proposed Survey District
  - ▭ Proposed Survey Township
  - ▭ Proposed Survey County
  - ▭ Proposed Survey State
  - ▭ Proposed Survey Country
  - ▭ Proposed Survey World



3. PROPOSED LOT AREA IS 79,176.20 SQ. FT.

4. PROPOSED LOT AREA IS 79,176.20 SQ. FT.

5. PROPOSED LOT AREA IS 79,176.20 SQ. FT.

6. PROPOSED LOT AREA IS 79,176.20 SQ. FT.

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**CONT.**

21. PROPOSED LOT AREA IS 79,176.20 SQ. FT.

22. PROPOSED LOT AREA IS 79,176.20 SQ. FT.

23. PROPOSED LOT AREA IS 79,176.20 SQ. FT.

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33. PROPOSED LOT AREA IS 79,176.20 SQ. FT.

34. PROPOSED LOT AREA IS 79,176.20 SQ. FT.

35. PROPOSED LOT AREA IS 79,176.20 SQ. FT.

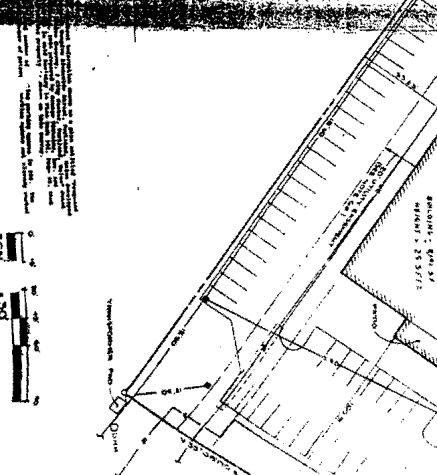
36. PROPOSED LOT AREA IS 79,176.20 SQ. FT.

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40. PROPOSED LOT AREA IS 79,176.20 SQ. FT.



**LAND TITLE SURVEY**  
OF  
**EXISTING BUILDING COMPLEX**  
FOR  
**LOT A & B**  
BY  
**POLLAK COMPANY**

**SI** Seligman, Seligman & Seligman, Inc.  
933 S. WASHINGTON ST.  
ANN ARBOR, MI 48106  
TEL: (313) 963-1000

DATE	NOV 11 1988
SCALE	AS SHOWN
PROJECT NO.	88-001
DRAWN BY	J. J. JONES
CHECKED BY	J. J. JONES
DATE	NOV 11 1988



September 22, 2003

Nathan DeLois  
CB Richard Ellis/The Boulos Company  
One Canal Plaza  
Portland, ME 04101

Re: Letter of Intent  
190 Riverside Street  
Portland, ME

Dear Nate:

This letter sets forth the terms and conditions under which **Support Solutions** (hereinafter referred to as "Tenant") is willing to enter into a lease agreement with **Bounty Development** (hereinafter referred to as "Landlord") for space at the above-referenced location.

Property: 190 Riverside Street  
"Mericom" Unit  
Portland, Maine

Tenant: Support Solutions

Landlord: Bounty Development

Demised Premises: The demised premises shall be deemed to contain 2,600± s.f. of leased office space currently occupied by Mericom.

Lease Term: October 1, 2003 – April 30, 2004

Occupancy Date: October 1, 2003

Rent Commencement Date: October 1, 2003

Landlord's Work: Landlord will steam clean carpets and confirm that the warehouse lights are connected and in good working order.

Tenant's Work: Any and all modifications to the building by Tenant or Tenant's agent shall be submitted to Landlord for its approval prior to commencement of work. Tenant agrees that all work shall be completed in compliance with all applicable state and municipal building codes and ordinances.

T H E R I G H T W A Y T O D O R E A L E S T A T E

Lease Rate: Months 1-7: \$9.00/sf (\$1,950.00/month) NNN

Renewal Rate: The above rent is quoted on a Triple Net Basis. Therefore, Tenant is responsible for its pro rata share of all operating expenses for this property, including, but not limited to, real estate taxes, building maintenance, management, building insurance, water and sewer, parking lot maintenance and repairs, grounds maintenance, common area lighting and common area janitorial, etc. Estimated NNN expensed for 2003 are \$3.30/sf. The rent does not include Tenant's premises utility costs. Tenant is directly responsible for its utility expenses for lights, plugs, & HVAC. Tenant is also responsible for its premises' janitorial costs.

Use: Tenant will use the demised premises as a professional office and as a training facility.

Deposit: Upon full execution of this Letter of Intent, the sum of one month's rent, One Thousand Nine Hundred Fifty Dollars (\$1,950.00), will be delivered to CB Richard Ellis/The Boulos Company and held in a non-interest bearing escrow account. At the time the lease is executed, said deposit will be forwarded to Landlord and credited toward the Tenant's first month's rental payment due under the lease. CB Richard Ellis/The Boulos Company, upon the full execution of the lease may, at its option, credit this deposit toward the commission due and payable by the Landlord. In such an event, Tenant is to receive credit for this money as if it had been credited toward Tenant's rent payments due under the lease.

Security Deposit: Upon full execution of a Lease Agreement, Tenant will deposit with Landlord the sum of One Thousand Nine Hundred Fifty Dollars (\$1,950.00). This sum represents the security deposit due under the lease. Said deposit will be returned to Tenant at the end of the lease term, provided the premises are left in good repair, "broom clean," and provided Tenant has not been in default of lease. Interest will not be paid on said deposit.

Signage: Signage will be at Tenant's sole expense; however, subject to the prior written approval of design and location by Landlord prior to installation and also subject to any standards in use at the property. Such approval shall not be unreasonably withheld or delayed.

Parking: Tenant shall have fourteen (14) non-reserved spaces in common with other tenants in the parking lot at 190 Riverside Street. Any additional parking up to a maximum of six (6) additional spaces shall be available in the overflow area in common with Platinum Plus, see plan attached hereto and incorporated herein. If Landlord, in its sole discretion, determines that Tenant is using more parking spaces than allotted above, Landlord will give Tenant written notice of the parking violation. If Tenant does not rectify the parking within thirty (30) days of the written warning, Landlord can at any time after the thirty (30) days, terminate the Tenant's lease with sixty (60) days written notice.

Brokerage Commission: Landlord's responsibility in accordance with CB Richard Ellis/The Boulos Company's standard commission schedule.

Financials:

It is understood that any lease agreement is subject to Landlord's prior approval of Tenant's financial statements and past credit history. If requested by Landlord, then Tenant shall submit such information to Landlord within five (5) days of full execution of this Letter of Intent.

Assignment/Sublet:

Tenant shall not be permitted to assign lease or sublet space without permission of Landlord. Such permission not to be unreasonably withheld or delayed.

Zoning:

It is the responsibility of Tenant to determine all zoning information and secure all necessary or required permits and approvals for its proposed use of the subject premises. Landlord and CB Richard Ellis/The Boulos Company make no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the subject premises for Tenant's intended use.

Letter of Intent

Expiration:

This offer to lease is valid until September <sup>24<sup>th</sup></sup> 22, 2003, but may be revoked by either at any time without prior written notice.

Facsimiles:

The undersigned jointly and severally agree to accept fax copies of the documents which have been sent by either party to the other, or to any other party or agent to this transaction, as original documents, with the exception of the final lease document.

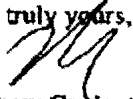
Lease Agreement:

Landlord agrees to forward its proposed lease to Tenant within seven (7) days of the full execution of this Letter of Intent. In the event Tenant and Landlord have not executed a mutually agreeable lease within seven (7) days of Tenant's receipt of Landlord's lease, Tenant's deposit shall be returned and neither party is under any further obligation to the other.


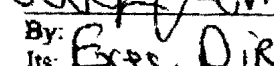
Miscellaneous:

It is agreed that this Letter of Intent is subject to the formal execution of a mutually agreeable lease and until such lease is signed by all parties, this Letter of Intent will be non-binding. All parties agree to negotiate in "good faith".

Very truly yours,

  
Matthew Cardene  
CB Richard Ellis/The Boulos Company

SEEN AND AGREED TO:

\_\_\_\_\_  
Bounty Development, Landlord  
By:   
Its: \_\_\_\_\_  
\_\_\_\_\_  
Support Solutions, Tenant  
By:   
Its: Exec DIR -

\_\_\_\_\_  
Date:  
9/23/03  
\_\_\_\_\_  
Date: