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Inspections Division
Approved with Conditions
Date: 12/19/16

TRIPLE NET LEASE

342 Warren Avenue, Portland, Maine

This LEASE AGREEMENT (the "Lease") is dated as of November _____, 2010 between **DELTA REALTY CO., INC.**, a Maine corporation (the "Landlord"), and **SIGN CONCEPTS, LLC**, a Maine limited liability company (the "Tenant").

Landlord hereby agrees to lease to Tenant and Tenant hereby agrees to lease from Landlord the Leased Premises described below in accordance with the terms and conditions hereinafter set forth and the attached Standard Lease Terms in the building (the "Building") located at 342 Warren Avenue with ancillary parking areas in the City of Portland, Maine (the "Property") and being more particularly described and depicted in Exhibit A.

BASIC LEASE TERMS

1. **Property Name**: 342 Warren Avenue, Portland, Maine.

2. **Leased Premises**: The Leased Premises are depicted on Exhibit A attached hereto and are deemed to contain 4,797 +/- square feet of located in ground floor of the Building, including six (6) parking spaces.

3. **Base Rent**: Tenant agrees to pay Landlord a Base Rent in the annual amounts of $38,400.00, payable in monthly installments of $3,200.00 each.

4. **Initial Term**: **Five (5) years**, commencing on September 1, 2013, with occupancy starting on September 1, 2013.

5. **Options to Extend**: None

6. **Triple Net Lease/Additional Rent**. This is a "net, net, net lease" and Tenant shall pay as Additional Rent its Proportionate Share of all expenses incurred in connection with the operation of the Property so that the Base Rent will be entirely "net" to Landlord, excepting (a) interest and principal amortization on indebtedness encumbering the Property, (b) depreciation and amortization, (c) any income, estate, or inheritance taxes of Landlord, and (d) real estate taxes and building insurance.

   The Tenant's initial Proportionate Share is **100%**, all as defined in and subject to adjustment as provided in the attached Standard Lease Conditions, based on the proportion that the square footage of the Leased Premises bears to the 4,797 +/- square feet of total rentable area of the Building.

   Tenant shall directly pay for comprehensive general liability insurance on the leased premises, plowing/sanding/snow removal, glass/window breakage, heating, cooling, and electrical costs, metered water & sewer, janitorial service, exterior and overhead door maintenance and repairs, and shall establish a maintenance contract with a qualified contractor for the heating system servicing the Leased Premises. Trash disposal to be provided by Tenant at its expense in accordance with all governmental requirements.

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7. **Security Deposit**: $3,200.00.

8. **Broker**: None

9. **Permitted Use**: Tenant shall use the demised premises for the operation of a sales office, and construction and retail sale of signs. Tenant is responsible for obtaining applicable governmental licenses, use permits and approvals and for operating in full compliance therewith.

10. **Landlord's Work**: N/A

11. **Tenant's Work**: See Section 9 of the Standard Lease Terms.

12. **Addresses for Notices**:

Landlord:	Tenant:
380 Warren Avenue	342 Warren Ave
Portland, ME 04103	Portland, ME 04103
Attn: Andréa Girard, Treasurer	

All payments payable under this Lease shall be sent to the Landlord's address identified above or such other address as Landlord may designate.

13. **Guarantor:** Steve Emma, per Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed this Lease, consisting of the foregoing provisions and Sections 1 through 29 which follow, together with Exhibits A, & B incorporated herein by this reference, as of the date first above written.

"Landlord"	"Tenant"
DELTA REALTY CO., INC.	**SIGN CONCEPTS, LLC.**
By: _____	By: _____
its _____	its _____

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STANDARD LEASE TERMS

1. 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, and which Leased Premises are designated on Exhibit A which is attached hereto and incorporated herein (hereinafter referred to as the "Leased Premises"), together with the right to use, together with the right to the nonexclusive use, in common with others entitled to use the same, the Common Areas of the Property, 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 term "Common Areas" is that part of the Property intended for the common use and/or benefit of tenants, including among other facilities, all common access ways, utility lines, landscaping, curbs, sidewalks, lighting and utility facilities, but excluding interior spaces in the Buildings (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.

Landlord reserves the right to change from time to time the dimensions and location of the Common Areas 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 does not materially affect Tenant's use and enjoyment of the Leased Premises.

(c) Use of Common Areas. Tenant, its employees, vendors, invitees, and customers, and, when duly authorized pursuant to the provisions of this Lease, its subtenants, licensees and concessionaires, shall have the nonexclusive right to use the Common Areas as in common with Landlord, other tenants in the Property and other persons permitted by Landlord to use the same, 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 materially 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 and vehicle access is provided as part of the Common Areas at the risk of the Tenant and its employees, agents, customers and invitees without additional charge other than for the triple net Additional Rent charges. 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, customers, 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 after making reasonable efforts to notify Tenant of same by calling Tenant's business telephone number if such vehicles are known to Landlord to be associated with Tenant's occupancy, 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. Except as may be required to permit snow removal, maintenance, and repairs, Tenant shall have the right to park its vehicles at the Property overnight at the risk of Tenant.

2. Term of Lease.

(a) The term of this Lease (the "Lease Term") shall be as shown in the Basic Lease Terms and it shall commence on that date (the "Commencement Date") set forth in the Basic Lease Terms.

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(b) Landlord shall permit Tenant to enter onto the Leased Premises at its risk and expense for purp Tenant's installation of improvements and personal property upon the execution and delivery of this Lease by both parties, provided that such entry shall be conducted so as to not interfere with the Landlord's Work.

(c) If an extension option is provided in the Basic Lease Terms, and provided that Tenant is not in default beyond the expiration of applicable cure periods, this Lease has not otherwise been terminated and that Tenant has not assigned the Lease or sublet the Leased Premises for the remainder of the Lease term, then Tenant shall have an option to extend this Lease for additional period(s) as set forth in the Basic Lease Terms, if any. Each option shall be exercised only by notice no less than six (6) months prior to the expiration of the current Lease Term. Said notice shall be effective only if given in the manner described herein and provided Tenant is not in default beyond the expiration of applicable cure periods under this Lease either on the date of the notice or on the date of the expiration of the prior Lease Term. A prior default cured by Tenant within any applicable grace period shall not disqualify Tenant from the ability to exercise this extension option. The extension term shall be on the same terms and conditions as the initial Lease Term, except for Base Rent which shall be as set forth herein. Once the Lease Term is duly extended, any reference in this Lease to the "Lease Term" shall mean the Lease Term as extended unless the context otherwise requires.

(d) The Base Rent for the extension term shall be equal to the amounts set forth in the Basic Lease Terms. With respect to extension Base Rent based on fair market value of the Leased the Premises and accompanying rights as of the commencement date of the extension term in no event shall the Base Rent for the extension term be less than the Base Rent applicable during the prior Lease Term. If this option is timely exercised, the parties shall execute an instrument memorializing the Base Rent and any other agreements between the parties applicable to the extension periods.

Upon Tenant's request no earlier than seven (7) months prior to the expiration of the first Lease extension term, Landlord shall promptly designate its opinion as to the fair market rental value as aforesaid. In the event that the parties are unable to agree as to such fair market rental value at or prior to the time of Tenant's exercise of its extension option, Landlord and Tenant shall then endeavor to agree on a neutral appraiser. If the identity of the neutral appraiser is agreed to, such appraiser shall render a written decision within 45 days thereafter, which decision shall be final and binding. In the event that for any reason, no neutral appraiser is agreed upon within 60 days after Tenant's exercise of its extension option, then the matter shall be settled by arbitration in accordance with the then prevailing Rules of Commercial Arbitration of the American Arbitration Association by a panel of three (3) arbitrators at least one of whom shall be a commercial real estate broker with at least 10 years experience in the greater Portland, Maine market, provided that the arbitrators shall have no power to modify any of the provisions of this Lease and that American Arbitration Association appointed arbitrators need not be used. Such arbitrators shall render a decision no later than 45 days prior to the extension term. The expense of the appraiser/arbitrators shall be shared equally by the parties.

(e) 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 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 9. Tenant shall remove all its trade fixtures and shall repair any damage to the Leased Premises caused thereby and leave the Leased Premises in 'broom clean" condition. Tenant's obligation to observe and perform this covenant shall survive the expiration or the termination of the term of this Lease Agreement, or any extension or renewal thereof.

3. <u>Payment of Base Rent</u>.

(a) Tenant hereby agrees and covenants to pay to Landlord the Base Rent set forth in the Basic Lease Terms ("Base Rent"), payable in equal monthly installments referenced in the Basic Lease Terms 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 Basic Lease Terms or at such other place as Landlord shall designate in writing to Tenant in the manner provided herein. Base Rent and the additional rent due hereunder if any shall be paid promptly without notice or demand and without setoff or deduction of any kind, subject only to abatement as expressly provided herein.

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(b) Commencing on or after September 1, 2013, Tenant will pay Landlord an estimate of the Add Rent amount of specified in the Basic Lease Terms, monthly in advance, payable at the same time and place as the monthly Base Rent is payable, except, however, if the Lease Term does not begin or end on the first day of a calendar month, Tenant shall pay a pro rata portion of such sum for such partial month. Landlord shall have the right to adjust such monthly estimate as set forth below.

(c) Commencing on or after January 1, 2014 and from time to time thereafter (or subsequent to the expiration or other termination of this Lease if applicable), Landlord shall give Tenant notice of the total amount paid by Tenant for the relevant year together with the actual amount of Tenant's Proportionate Share of the Additional Rent charges (the "Total Cost") for such year. If the actual amount of Tenant's Proportionate Share of the Total Cost with respect to such period exceeds the aggregate amount previously paid by Tenant with respect thereto during such period, Tenant shall pay to Landlord the deficiency within 30 days following notice from Landlord; however, if the aggregate amount previously paid by Tenant with respect thereto exceeds Tenant's Proportionate Share of the Total Cost for such period, then at Landlord's election, such surplus (net of any amount then owing by Tenant to Landlord) shall be credited against the next ensuing installment of any such cost due hereunder by Tenant or against any other amount of Rent owing by Tenant to Landlord hereunder, or Landlord may refund such net surplus to Tenant. Periodically, during the Term of this Lease, Landlord shall have the right to estimate Tenant's Proportionate Share of Additional Rent charges for the next fiscal period (determined by Landlord) of the Term of this Lease, whereupon, Tenant shall pay Landlord such amounts as may be so indicated by Landlord.

Tenant's Proportionate Share shall be initially that percentage set forth in of the Basic Lease Terms, initially determined by dividing the (i) rentable area of the Leased Premises (as defined in the Basic Lease Terms) by (ii) the entire Rentable Area of the Buildings as reasonably calculated by Landlord. If this percentage shall be changed by addition(s) or reductions to the Rentable Area of the Buildings, as for instance a change in the size of the Buildings, renovation of presently un-tenantable space, construction, partial condemnation, fire or other damage, or by conversion of Common Area to rentable area or vice versa, then Tenant's Proportionate Share shall be revised accordingly.

(d) If any payment of rent or other sum due hereunder is not received by Landlord by the tenth (10th) 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 twelve percent (12%) (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.

(e) 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.

4. <u>Additional Rent: Proportionate Share of Increased Real Estate Taxes</u>.

(a) Except as shown in the Basic Lease Terms, the Additional Rent which Tenant is responsible to pay to Landlord under the terms of paragraph 3(b) above shall include an amount equal to the Tenant's Proportionate Share of all "Real Estate Taxes" (hereinafter defined) assessed against the Property. Upon written request of Tenant, Landlord shall provide Tenant with a copy of the tax bill evidencing the amount of Real Estate Taxes.

(b) "Real Estate Taxes" means all taxes, assessments, sewer taxes, levies and charges and governmental impositions, duties and charges of like kind and nature and any other charges made by a public authority, assessed against the Property (or any portion thereof) during the term of this Lease, which upon assessment or failure of payment become a lien or liens upon the Property or any part thereof, or upon any buildings or appurtenances

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thereto. If any betterment assessments are payable by law in installments, said betterment assessments are c payable not for the period in which the same are assessed but in installments for the periods in which the betterment installments thereof are payable. Real estate taxes shall not include any franchise, estate, inheritance, succession, income, capital levy or transfer tax of Landlord or any income, revenues, receipts, or corporate level tax of Landlord.

(c) Landlord and Tenant each shall have the right to review all Real Estate Taxes by legal proceedings, instituted and conducted at the sole expense of the party commencing such proceedings, and in case, as a result of such proceedings, or otherwise, any such taxes or assessments shall be reduced, cancelled, set aside or to any extent discharged, Tenant's final liability hereunder shall be based on the amount that shall be finally assessed or imposed or be adjudicated to be due and payable on any such disputed or contested items. If one of the parties commences such a proceeding, it agrees to so notify the other party, and the other party agrees to cooperate with the first party, provided that the first party shall pay all expenses of such proceeding. Notwithstanding anything to the contrary hereinabove set forth, Tenant shall not have the right so to bring proceedings for review of such Real Estate Taxes unless Landlord shall fail to do so within Fifteen (15) days after Landlord receives notice from Tenant that Tenant wishes to bring proceedings for such review. Landlord may require that Tenant pay to Landlord the full amount for which Tenant is liable under this Section based upon the amount of the challenged assessment, to be held in escrow by Landlord during the pendency of such proceedings unless payment is required as a condition precedent to prosecuting such proceedings, with an appropriate adjustment within 30 days after such proceedings have become final and all appeal periods have expired without further appeal having been taken.

(d) 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.

5. <u>Exterior and Common Area Maintenance</u>.

(a) Landlord shall maintain and repair the Common Areas, including without limitation the foundations and other structural portions of the Property, the exterior of the Buildings, Common Area doors, roof, grounds, landscaping, lawn and parking lot areas, pavement, sidewalks and drives, and appurtenant portions of alleyways, alleyway/courtyard, sidewalks and streets adjoining the Property, including without limitation the removal of snow, ice and litter from the Common Areas and parking areas (including Tenant's exclusive parking spaces, provided that Tenant shall cooperate in promptly moving vehicles) within a reasonable time, maintain and repair the Building's general heating, ventilating and air conditioning, cooling and other utility systems for the Buildings, and the costs of water, sewer, electricity, heating, cooling and other utilities servicing Common Areas of the Buildings or which are not separately metered, maintain, replace and repair of all utility mains, lines, conduits, common HVAC systems if any, and other facilities, wherever located on the Property that serve the Leased Premises or any Common Areas, and maintenance of the Common Areas in compliance with any governmental requirements, all at the Landlord's cost and expense (subject to reimbursement by Tenant and others, as and to the extent contemplated in the provisions relating to Additional Rent), 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 Basic Lease Terms. This Section is not intended to address to damage by fire or other insured risk to the Leased Premises, separate provision for which is hereinafter made.

Tenant shall pay as Additional Rent in accordance with Section 3 above Tenant's Proportionate Share of all such maintenance and repair expenses incurred by Landlord, calculated according to generally accepted accounting principles ("GAAP") as calculated by Landlord, including, without limitation, reasonable management fees paid at market rates (up to 5% of annual gross rentals), the reasonable salaries and benefits of Landlord's employees but only to the extent that they are actually engaged in the management and operation of the Buildings and at no position higher than property manager, utility costs, insurance, security, policing, lighting, repairing and maintaining all Common Areas, parking facilities, lighting, janitorial and cleaning costs, trash removal from the Buildings dumpster (Tenant is responsible for janitorial service within the Leased Premises), snow, ice and litter removal, costs of maintenance, repair, and upkeep, and costs of service and supply contracts. Landlord shall perform or cause to be performed any needed repairs, replacements and maintenance of the roof, structure and exterior of the Buildings, and of any pavement forming part of the Property or otherwise to be used by Tenant under the terms of

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this Lease, to keep the same weather tight and in good condition and repair. The Additional Rent shall not i (a) any items that are properly classified as capital in nature under GAAP, including such costs associated with the roof, structural, mechanical and electrical systems, (b) any costs of the Landlord's Work or for expansions or additions to Buildings, (c) any depreciation of capital equipment or improvements and other similar non-cash charges, (d) any charges for Landlord's executive personnel except as permitted above, (e) any charges for administration or overhead or for the maintenance of Landlord's executive offices, (f) the cost of alterations to space in the Buildings leased or to be leased to others, (g) interest and principal payments of mortgages and other debt costs, if any, (h) federal, state and city income taxes on income from rents, if any, (i) any cost or expenditure for which Landlord has been reimbursed by insurance proceeds, and (j) costs associated with the leasing of the Buildings or relations with other tenants, including, but not limited to, advertising costs, leasing commissions, and attorneys' fees related thereto (k) the cost of correcting defects in the Landlord's Work, and costs of repairs, restoration, replacements or other work occasioned by fire or other casualty; (l) costs incurred by Landlord in the sale, financing, refinancing, mortgaging, selling or change of ownership of the Building; (m) all amounts which would otherwise be included in Additional Rent which are paid to any affiliate of Landlord to the extent the costs of such services exceed the customary market amounts which would have been paid in the absence of such relationship for the same services rendered by persons or entities of similar skill, competence and experience; (n) any legal, accounting or other fees relating to tax credit programs; (o) replacement or repairs covered by contractor's warranties; (p) marketing or advertising costs; (q) replacement reserves; and (r) any costs which are duplicative, otherwise subject to reimbursement under any other provision in this Lease, or do not represent actual costs incurred for actual services.

Landlord agrees to keep books and records showing such charges, to keep a file of all invoices and to keep said books and records and file open to Tenant for inspection at reasonable times which are convenient for Landlord. After the end of each applicable calendar year, Landlord shall furnish to Tenant a statement of such charges and Tenant's Proportionate Share thereof to be paid by Tenant. Tenant or its auditors shall have the right, with reasonable notice (which shall in any event not be less than ten (10) days), to inspect, copy and audit such books and records at any time during normal business hours (Monday through Friday, 9 AM to 5 PM). If the results of such inspection indicate that amounts have been improperly billed resulting in an overpayment in the aggregate by Tenant, then Landlord shall within thirty (30) days pay Tenant the amount of any overpayment which Tenant or its auditors identify and confirm to Landlord together with interest thereon at the rate of the then prevailing prime rate of interest as reported in the Wall Street Journal. If the results of such inspection indicate that Landlord has not sufficiently billed Tenant for Operating Expenses, then Tenant shall within thirty (30) days pay Landlord any such amounts due and owing together with interest thereon at the rate of the then prevailing prime rate of interest as reported in the Wall Street Journal, unless Landlord elects to bill Tenant for such amounts with the next installment of Base Rent and additional rent as provided in this Lease. If amounts which Landlord has improperly over-billed Tenant as Operating Expenses exceed five percent (5%) of the applicable bills, Landlord shall pay for the reasonable cost of the audit not to exceed one third the costs and if less than then five percent (5%) Tenant shall pay to Landlord the costs of the audit incurred by Landlord.

Tenant shall promptly report in writing to the Landlord of any defective condition known to Tenant which the Landlord is required to repair. Tenant accepts the Common Areas in their existing condition and agrees that no representation, statement or warranty, 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.

6. <u>Utilities/No Liability</u>.

(a) For utilities separately provided to the Leased Premises, Tenant shall make arrangements for and pay when due all charges for the same including electricity, water, sewer, power, telephone, internet 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 install as part of Landlord's Work a separate (sub)meter and related piping for its water, sewer, electrical and natural gas service to the Leased Premises (which may include sub-metering) in order to permit calculation of its usage, in which event Tenant shall be billed based on its actual usage, rather than based on its Proportionate Share.

(b) Tenant shall pay such expenses of fuel and routine maintenance contract expense of the HVAC system (Tenant's responsibility being limited to the service contract charges, routine maintenance and not for any additional

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expenses, unless caused by Tenant's negligence or willful misconduct) and shall procure and maintain at its e during the term of this Lease a maintenance contract from a qualified vendor for the HVAC system.

Except to the extent due to Landlord's gross negligence or willful misconduct, Landlord shall not be liable for any failure of heat, water supply or electric current, internet 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.

7. <u>Tenant's Maintenance and Governmental Compliance</u>.

(a) Tenant shall be responsible for the maintenance of the Leased Premises in neat and clean condition, and maintain in good order, condition and repair including but not limited to the interior walls, doors, windows, plate glass, fixtures, floors, exterior doors, overhead doors and the items installed as a component of Tenant's Work, heating, air conditioning and ventilation systems even if installed outside of the Leased Premises. 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.

(b) Tenant shall take good care of the Leased Premises and keep the same free from waste 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. 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. Tenant shall not operate an incinerator or burn trash or garbage within the Buildings. Tenant shall comply with all applicable laws, ordinances, and governmental regulations affecting the Buildings, including those relating to Hazardous Waste or Substance (hereinafter defined) now in force or that may be hereafter enacted or promulgated.

(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 thereunder 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 for compliance with any laws, rules, regulations and ordinances governing its activities on the Leased Premises investigation of all zoning and land use requirements and restrictions. Landlord and the broker make no representations or warranties regarding the suitability of the Leased Premises for Tenants' proposed use.

8. <u>Tenant's Use of Leased Premises</u>.

(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 Basic Lease Terms, 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 other use shall violate the terms of other leases in the Property.

(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 shall not perform any act or carry on any practice which damages the Leased Premises, or causes or emits any offensive odors or loud noise or vibrations which disturbs other occupants of the Landlord's

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property (including, but without limitation, such conditions which may result from the use of loudspeal musical instruments), or cause a nuisance or menace to or otherwise disturb any abutter or other tenants in the Buildings; 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.

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 commencement of this Lease unless deposited or resulting from the activities of Tenant or its agents and 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. Landlord further agrees to (a) hold harmless and (b) indemnify Tenant for and against any and all expenses of removal or remediation of pre-existing Hazardous Materials unless caused by Tenant, but such indemnity shall not extend to any business interruption or lost profits of Tenant, but it shall include an abatement of the Base Rent and Additional Rent for any period during which the Leased Premises are not fully useable by Tenant, proportionate to the percentage of the Leased Premises that is not reasonably useable by Tenant by reason of Landlord's activities relating to removal or abatement of Hazardous Materials or the like. The terms of this Section shall expressly survive the expiration or earlier termination of this Lease.

(d) 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

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use, except to any extent that the same may be due to or occurring in any connection with the negligence, omission of Landlord, its agents, contractors or employees.

9. <u>Tenant Renovations, Improvements and Signage</u>.

(a) Subject to the provisions of this Section, Tenant may make interior nonstructural improvements, additions and alterations to the Leased Premises as may be necessary or expedient for its purposes and shall perform and pay for the 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 Buildings 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 consent not to be unreasonably withheld, conditioned or delayed, provided that it shall be deemed reasonable for the Landlord to refuse consent to any such proposed work if such work would injure the safety of the Buildings, or diminish its value to a material extent) and (ii) all municipal or other governmental departments or agencies having 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 materialmen's liens from all persons performing work on or furnishing material to the Leased Premises on behalf of Tenant; and

(vi) All permanent alterations, installations, additions or improvements, such as partition walls, doors, and electric and communications cabling and equipment 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 above if any, all of which shall remain the property of the Tenant if removed, otherwise they 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

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Landlord without further notice to Tenant and without obligation to further account therefore. If such 30-day period or prior to disposal by Landlord Tenant desires to reclaim such property, Tenant shall pay to Landlord the reasonable out-of-pocket costs incurred by Landlord in removing, storing, or otherwise dealing with any such property. Tenant shall also be responsible to pay to Landlord any costs of selling, destroying or 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 Buildings without Landlord's prior consent, which shall not be unreasonably withheld, conditioned or delayed, 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 prior written approval of Landlord, which shall not be unreasonably withheld.

All 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 Tenant's expense. In the event Tenant fails to remove the signs within 10 days from expiration or earlier termination of this Lease, the signs shall be dealt with by Landlord in accordance with the provisions of this Lease relating to other trade fixtures not removed by Tenant.

10. Mechanic's Liens.

In the event of the filing of any notice of a builder's, 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 60 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 Landlord's 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.

11. 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 without in each instance having first received the express written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

Notwithstanding any such assignment or subletting, Tenant shall remain fully responsible for 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 (not to be unreasonably withheld or delayed) to the extent such consent is required hereunder as aforesaid. In the event that Landlord 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 for reasonable, third party expenses paid by Tenant in conjunction with such subletting or assignment and 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

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provided under this Lease. If Tenant requests consent to assign this Lease or to sublet more than 50% of the Premises for the full balance of the then lease term, Landlord may elect to terminate this Lease and recapture the Premises as of the date of the proposed assignment or subletting without further liability on the part of Tenant.

12. 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 and Landlord hereby release each other 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 and Landlord further agree to provide such endorsements for said insurance policies required hereunder agreeing to the waiver of subrogation as required herein, if reasonably available.

13. Additional Rent - Increases in Landlord's Insurance.

(a) The term "Insurance Premiums" shall mean the total annual insurance premiums which accrue on all property insurance, boiler insurance, public liability and property damage insurance and any other insurance which, from time to time, may, at Landlord's reasonable election, be carried by Landlord with respect to the Property during any applicable calendar year (or portion thereof) occurring during the term of this Lease. Such insurance shall include "All Risks" property insurance on the Leased Premises with standard "all risk", vandalism, malicious mischief, windstorm and water damage endorsements in an amount of the full replacement cost with and construction code endorsements, which may include without limitation, endorsements for demolition cost, contingent liability from operation of building laws, increased cost of building and with loss of rents endorsements, and comprehensive general liability insurance including bodily injury, property damage and medical payments insurance.

(b) Tenant will pay to Landlord as Additional Rent in accordance with Section 3 above Tenant's Proportionate Share of Landlord's Insurance Premiums (which may be estimated by Landlord).

(c) In the event of loss, Landlord shall promptly initiate action to effect a settlement with the insurer. Tenant shall cooperate with Landlord and any mortgagee in connection with the proceeding and collection of 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 Tenants 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.

14. Tenant's Insurance.

(a) Tenant shall, from initial date of its entry on the Leased Premises, even if such date precedes the commencement of the term hereof, 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

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($2,000,000.00). Tenant shall furnish to Landlord a certificate of such insurance evidencing its compliance w 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 inventory, property, machinery, equipment, fixtures and appurtenances located on or in the Leased Premises by Tenant. 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 written notice to Landlord and shall waive any rights of subrogation against Landlord and Landlord's management company.

15. <u>Destruction or Damage</u>.

(a) In the event that the Leased Premises, as it exists at the beginning of the term hereof, 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 ninety (90) 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 ninety (90) 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 therefor 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. 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 ninety (90) 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.

16. <u>Eminent Domain</u>.

(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.

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(b) In the event the proportion of the Property so condemned or taken is such that the Leased Pren still suitable for its intended use by Tenant, this Lease will continue in effect in accordance with its terms and a portion of the rent and other payments due hereunder will abate equal to the proportion of the rental value to Tenant of the property so condemned or taken. The 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.

17. 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 within six (6) months immediately preceding the expiration of the term of this Lease, 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 in which the Leased Premises is contained. 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.

18. 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 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 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 (i) 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 deliver the same, and Tenant hereby nominates, constitutes and appoints Landlord as Tenant's proper legal attorney-in-fact for such purposes; provided, however, that the subordination of this 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.

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(c) Tenant shall attorn to and recognize a Mortgagee, as its landlord under the Lease for the remai 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
(vi) 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 proceeds or eminent domain awards received by Mortgagee, respectively.

(e) Tenant hereby agrees to give to a Mortgagee copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever, Tenant shall give any such notice 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 Mortgagee. 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.

19. <u>Default and Remedies</u>.

(a) In the event that (a) any installment of 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, provided that Landlord may charge Tenant $100 to cover its administrative expenses each time Landlord sends Tenant a valid notice of default in excess of two (2) times in any calendar year, with no such charge to be assessed for said first two (2) notices in any calendar year (and said amount may only be charged once for each default), 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 unless such default cannot reasonably be cured within 30 days, in which case, commencement within 30 days, followed by completion of cure thereafter with due diligence and continuity, shall suffice, or (c) any

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warranty or representation made by Tenant herein proves to be false or misleading in a material respect, 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 acquiescence in, any such proceeding or the appointment of any receiver or trustee for Tenant or any substantial part of its property, or suffers any such receivership or trusteeship to continue undischarged for a period of ninety (90) days, or any party holding a security interest in any of Tenant's fixtures or personal property of any material nature that are located on the Leased Premises institutes or gives notice of foreclosure against any such property not discharged or 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 relet 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. If Tenant has paid the Accelerated Rent to Landlord, then all net amounts received by Landlord in mitigation of its damages (i.e., as rent or other charges received from any re-letting of the Leased Premises) shall be paid over by Landlord to Tenant within 30 days after the same are received by Landlord (up to but not in excess of the total amount of Accelerated Rent actually paid by Tenant), which "net amounts" received in mitigation shall be computed by taking the gross amounts received by Landlord as mitigation of its damages, and subtracting therefrom 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.

20. Covenant of Quiet Enjoyment.

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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.

21. 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 registered or certified mail, postage prepaid or by reputable national overnight courier service addressed as set forth in the Basic Lease Terms.

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

22. Warranties and Representations.

(a) Tenant warrants and represents to Landlord that Tenant's entrance 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 Landlord's entrance 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 if it is an entity that it is (i) is an entity 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 corporation 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.

23. Real Estate Broker.

Tenant warrants and represents that it has not dealt with a real estate broker other than those listed in the Basic Lease Terms 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 not dealt with a real estate broker other than those listed in the Basic Lease Terms in connection with the consummation of this Lease, and Landlord shall be responsible for any commissions due to such brokers and shall indemnify and hold Tenant harmless from such commissions. In the event of any brokerage claims against Tenant predicated upon dealings with Landlord by other brokers, Landlord agrees to defend the same and indemnify Tenant against any such claims.

24. 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.

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

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,

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war, civil commotion, riot, fire or other casualty, labor difficulties, shortages of energy, labor, mater equipment, government action or regulations, delays caused by the other party, or other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time or a "reasonable time." The party claiming a justifiable delay shall promptly notify the other party of the cause of the delay and shall use diligence to eliminate the cause of the delay, and shall complete the unfulfilled task promptly when the cause of the delay has been eliminated.

Landlord shall have the right to sell, assign, transfer 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.

26. <u>Remedies cumulative; Non-waiver</u>.

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.

27. <u>Security Deposit</u>.

If Tenant has deposited a Security Deposit with Landlord under the Basic Lease Term, it shall secure Tenant's performance of its Lease obligations and shall be held by Landlord without interest. If Tenant defaults Landlord may, after giving ten (10) calendar days advance notice to Tenant, without prejudice to Landlord's other remedies, apply part or all of the Security Deposit to cure Tenant's default. If Landlord so uses part or all of the Security Deposit, then Tenant shall within ten (10) days after written demand, pay Landlord the amount used to restore the Security Deposit to its original amount. Any part of the Security Deposit not so used by Landlord shall be returned to Tenant within thirty (30) days after the Lease ends if Tenant is not otherwise in default hereunder.

28. **<u>Right of First Offer</u>**.

Landlord agrees that if at any time during the term of this Lease (i) Landlord subjects the Leased Premises to the Maine Condominium Act and (ii) desires to sell the Leased Premises as a separate condominium unit and limited common elements, Landlord shall first offer to sell the Leased Premises to Tenant upon the following terms and conditions:

(a) Landlord shall send Tenant written notice ("Landlord's Sale Notice") of its decision to sell the Leased Premises, which notice shall set forth a sales price and other terms of sale consistent with this Section under which Landlord intends to sell the Property.

(b) If Tenant desires to pursue its rights hereunder to purchase the Leased Premises, Tenant shall, within fifteen (15) days of the date of Landlord's Sale Notice, send written notice to Landlord of such interest accepting the offer to purchase accompanied by a deposit in the amount of five percent of the purchase price ("Tenant's Purchase Notice"). Any right Tenant may have to purchase the Leased Premises pursuant to this Section shall be terminated if Tenant fails to send Tenant's Purchase Notice within such fifteen-day period.

(c) If Tenant elects not to pursue its purchase rights hereunder or such rights are terminated as provided herein, or Tenant fails to close as required hereunder after sending Tenant's

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Purchase Notice, then Tenant shall have no further rights hereunder, and Landlord shall free to sell the Leased Premises to any third party buyer without restriction.

(d) Notwithstanding anything in this Section to the contrary, the terms and provisions of this Right of First Offer shall not apply to a transfer or transfers by Landlord (i) pursuant to the operation of law (ii) by gift, (iii) for less than full consideration to an affiliated entity or an entity under common control and ownership, or (iv) by grant of a mortgage or security interest.

(e) Upon Tenant's exercise of the purchase rights granted in this Section by providing the Tenant's Purchase Notice, the following provisions shall apply:

(i) Closing. The closing shall take place on or before the date which is sixty (60) days after the date of Tenant's Purchase Notice, at 10:00 a.m., at the offices of Landlord's counsel, or at such other time and place as Landlord and Tenant shall mutually agree upon in writing. At the closing, Landlord shall execute and deliver to Tenant, against payment of the purchase price, a Quitclaim with Covenant Deed and other documents and instruments customary in similar transactions or as reasonably requested by Tenant. The purchase price shall be payable in cash, certified check or wire transfer, with no seller financing unless otherwise agreed by Landlord. Rent payments paid under this Lease shall not be applied to the purchase price.

(ii) Title. Landlord shall convey the Leased Premises to Tenant (or its assignee) at the closing in fee simple with good and marketable title, subject to covenants, easements, agreements, restrictions and like matters of record that do not adversely affect the use and enjoyment of the Leased Premises and for which affirmative title insurance coverage can be obtained at no additional premium. In the event that Landlord is unable to convey title as aforesaid, Landlord shall, within a reasonable period of time, not to exceed thirty (30) days, after receipt of notice of any such defects from Tenant, use its best efforts to remedy any title defects. In the event that said defects cannot be corrected or remedied within said time period, Tenant shall have the option to either terminate this Agreement or to close notwithstanding such defects as may exist. A portion of the purchase price may be applied to remove any title defects or encumbrances that may be removed by the payment of money.

(iii) Adjustments, Prorations and Closing Costs. If necessary, real estate taxes and assessments, condominium common charges shall be prorated as of the closing on the basis of the latest available tax bill. The Maine real estate transfer tax shall be paid by Landlord and Tenant in accordance with 36 M.R.S.A. 4641-A. The recording fee for the deed of conveyance and any expenses related to any mortgage which Tenant may grant to a lender in connection with the purchase of the Leased Premises, and any condominium working capital assessments of general application shall be paid for by Tenant. Landlord shall refund to Tenant any unearned Rent for the remaining portion of the month following the closing date. Landlord shall be solely responsible for any brokers' commissions due in connection with the sale of the Leased Premises.

(iv) Possession. Landlord shall deliver possession of the Leased Premises to Tenant at the closing.

(v) Risk of Loss, Damage, Destruction and Insurance. All risk of loss to the Leased Premises prior to the closing shall be on Landlord, and Landlord shall keep the same insured against fire and other extended coverage risks as provided under this Lease until the closing. In the event that, after the date of Tenant's Purchase Notice but prior to the closing, any improvements which are part of the Leased Premises are destroyed or substantially damaged, Tenant may either terminate this Lease and the option granted herein or accept the insurance proceeds payable by reason of such damage or destruction and close notwithstanding the same.

(vi) Landlord Default. If Landlord shall permit the existence of an encumbrance or title defect that shall make it impossible for Landlord to convey clear title to the Leased Premises, or if Landlord shall default in its obligation to close on the purchase of the Leased Premises for any reason,

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Tenant may (i) seek specific performance of this purchase agreement in a court of competent jurisdiction, or (ii) terminate this purchase agreement and remain as a tenant under this Lease.

28. 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, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

(g) Use of Pronoun. The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be 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 be entitled to

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make claim for any liability it is alleged to have suffered, only against Landlord's interest in the Pr 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 carried by Landlord, or by such successor.

(j) Measurements. All measurements of leasable space shall be from the outside of outside walls and the middle of interior walls.

(i) 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.

29. Rider and Exhibits: The following exhibits and rider are hereby incorporated herein by reference and to the extent that any of such exhibits or rider conflict with any of the foregoing provisions, the provisions of such exhibits and rider shall prevail:

Exhibit A - Plan showing the Leased Premises
Exhibit B - Personal Guaranty

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EXHIBIT B

LEASE GUARANTY

For valuable consideration, the receipt of which is hereby acknowledged, each of the Undersigned hereby jointly and severally unconditionally guaranties the full and prompt payment and performance by **SIGN CONCEPTS, LLC**, a Maine limited liability company ("Tenant") of a certain Lease from **DELTA REALTY CO., INC.**, a corporation ("Landlord") of even or recent date covering property located on or about 342 Warren Avenue, Portland, Maine and all amendments, renewals, extensions or modifications thereof (collectively, the "Obligations") together with all costs and expenses of collection and of enforcement of the Obligations and this Guaranty, including reasonable attorneys' fees and expenses.

Upon any default by Tenant, the liability of the Undersigned shall be effective immediately, without demand, presentment, protest or notice of any kind, all of which are hereby waived, without any action, proceeding or suit, whether against Tenant or any other party liable for the Obligations, without exhausting any other remedies, and without further steps to be taken or further conditions to be performed by Landlord. Failure of Landlord to make any demand or otherwise to proceed against any of the Undersigned or any other person liable on the Obligations in respect to any default by Tenant shall not constitute a waiver of Landlord's right to proceed in respect to any or all other defaults by Tenant.

The liability of the Undersigned shall not be terminated or otherwise affected or impaired by the Landlord from time to time in granting one or more extensions of time, renewals or other indulgences to Tenant, or by the Landlord heretofore, now, or hereafter acquiring, releasing or in any way modifying any liability of any other person or persons for any or all of the Obligations, whether or not notice thereof shall have been or be given to the Undersigned or because of any fraudulent, illegal, improper or invalid acts of Tenant, or because any Obligations are or may become barred or otherwise unenforceable, or be altered or reduced in any bankruptcy, insolvency, or equitable proceeding affecting the Obligations, the Tenant, or the Tenant's assets, or because of the failure of Landlord to discover any irregularities or wrongdoings of Tenant.

The Undersigned defers any right of subrogation or reimbursement until the Obligations are paid in full. Prior to payment in full of the Obligations, the Undersigned hereby waives the right to specific notice of default as to any particular Obligation, the right to compel the Landlord to first proceed against the Tenant or any other guarantor for the Obligations.

The Undersigned hereby submit to the jurisdiction of the courts of the United States of America and the State of Maine in connection with any suits or proceedings arising hereunder.

Witness our hands and seals as of _____, 2013 at Portland, Maine.

_____	_____
Witness	Steve Emma, personally

Mailing Address: