

LEASE

BETWEEN

215 Foreside Road, LLC
("LANDLORD")

AND

Habitat For Humanity/Greater Portland, Inc.
("TENANT")

dated as of June __, 2013

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LEASE

1. Identifications.

This LEASE made as of June __, 2013 by and between **215 Foreside Road, LLC**, a Maine limited liability company (the "Landlord"), having an address at 215 Foreside Road, Falmouth, Maine 04105 and **Habitat For Humanity/Greater Portland, Inc.**, a Maine Non Profit Corporation (the "Tenant"), having an address at P.O. Box 10505, Portland,, Maine 04104.

2. Lease: The Premises.

(a) From and after the Term Commencement Date (as hereinafter defined), in consideration of the Basic Rent, Additional Rent, and other payments and covenants of the Tenant hereinafter set forth, and upon the following terms and conditions, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord 17,783 rentable square feet of floor area located as shown on the floor plan attached hereto as **Exhibit A-1** (the "Premises"), in that certain building (the "Building") situated on the Property as more particularly described in **Exhibit A** attached hereto. The Premises are leased together with rights, in common with the Landlord and all others (including any other tenant or tenants of the Building or the Property, claiming under the Landlord) from time to time lawfully entitled thereto, to use the driveways, walkways, parking area and other common areas of the Property for their intended purposes.

(b) In the event the Rentable Square Footage of the Premises is adjusted due to an alteration or adjustment of the common areas, Tenant's Percentage and the amount of Basic Rent payable shall be adjusted on a pro rata basis. Such alteration or adjustment of the common areas is subject to Tenant's consent, which shall not be unreasonably withheld or delayed. Promptly after such adjustment, Landlord and Tenant shall enter into a memorandum that sets forth the foregoing information and adjustments.

(c) 5 parking spaces to be designated as for use by the Tenant only. The spaces shall be in front of the Tenant's space and the specific spaces will be determine by the mutual agreement of the Landlord and Tenant. Responsibility for the control of these spaces shall be the Tenant's sole responsibility.

3. Construction by Landlord.

The Tenant shall pay for the costs associated with the fit up of the Premises. Tenant's fit up is generally set forth in Exhibit A-1 hereto. Any and all plans or modification to the Building in addition to that set forth in Exhibit A-1 by Tenant's Contractor must be submitted to Landlord for its approval, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall be deemed to own all leasehold improvements except trade fixtures installed with the Landlord's consent. Upon termination of the lease and at the end of the lease term, Tenant shall remove all trade fixtures and repair any damage caused by said removal.

Tenant represents that Tenant has inspected the Premises and the Building and is acquainted with their condition and takes the Premises "as is," except as follows: HVAC replacement (the unit located in the front of the building) and foundation repairs (which items will added to the purchase price as set forth in paragraph 10) and the taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises and the Building were in good and satisfactory condition at the time possession was taken by Tenant. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the condition of the Building, the Premises, the Property, or any other matter or thing affecting or

related to the Building or the Premises or the Tenant's intended use of the Building or Premises, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in this Lease.

4. Initial Term and Extension Option.

The Initial Term of this Lease shall commence one day after the completion of the purchase of the Property by Landlord or its assigns (the "Term Commencement Date") and shall expire, unless earlier extended or terminated in accordance with the terms hereof, upon the expiration of 10 Lease Years and 7 months. The term Lease Year shall mean, for the first Lease Year, the period from the Rent Commencement Date, as defined in paragraph 6, and continuing through the last day of the 12th full calendar month thereafter and each Lease Year thereafter shall mean each 12 calendar month period immediately following the expiration of the preceding Lease Year.

Tenant is entitled to 2 five-year renewal options. So long as Tenant has not been notified in writing of any default under the Lease each option shall be automatically exercised unless Tenant has notified Landlord in writing, at least 6 months prior to the expiration of the then current Lease Term, that it will not exercise its option to renew.

Tenant shall pay Basic Rent during the option periods in the following amounts:

Period	Rent Per RSF	Annual Basic Rent	Monthly Installment
Lease Year 11	\$8.07	\$144,130.20	\$12,010.85
Lease Year 12	\$8.31	\$148,416.60	\$12,368.05
Lease Year 13	\$8.56	\$152,881.60	\$12,740.13
Lease Year 14	\$8.82	\$157,525.20	\$13,127.10
Lease Year 15	\$9.08	\$162,168.80	\$13,514.07

Period	Rent Per RSF	Annual Basic Rent	Monthly Installment
Lease Year 16	\$9.35	\$166,991.00	\$13,915.92
Lease Year 17	\$9.63	\$171,991.80	\$14,332.65
Lease Year 18	\$9.92	\$177,171.20	\$14,764.27
Lease Year 19	\$10.22	\$182,529.20	\$15,210.77
Lease Year 20	\$10.53	\$188,065.80	\$15,672.15

5. Use of the Premises, Licenses and Permits.

The Tenant shall use the Premises only to the extent now and hereafter permitted under applicable laws, by-laws, ordinances, codes, rules, regulations, orders and other lawful requirements of governmental bodies having jurisdiction. The Tenant shall apply in its own name for and obtain at its own expense any and all licenses, permits and other approvals which may be required from such governmental bodies in connection with any particular use of the Premises during the Term.

6. Basic Rent: Additional Rent.

Tenant's obligation to pay Rent shall commence on the Rent Commencement Date. The term "Rent Commencement Date" shall mean a date 7 months from the Term Commencement Date.

The Tenant shall pay Basic Rent to the Landlord at an annual rate of:

Period	Rent Per RSF	Annual Basic Rent	Monthly Installment
Lease Year 1	\$6.00	\$107,160.00	\$8,930.00
Lease Year 2	\$6.18	\$110,374.80	\$9,197.90
Lease Year 3	\$6.37	\$113,768.20	\$9,480.68
Lease Year 4	\$6.56	\$117,161.60	\$9,763.47
Lease Year 5	\$6.75	\$120,555.00	\$10,046.25
Lease Year 6	\$6.96	\$124,305.60	\$10,358.80
Lease Year 7	\$7.16	\$127,877.60	\$10,656.47
Lease Year 8	\$7.38	\$131,806.80	\$10,983.90
Lease Year 9	\$7.60	\$135,736.00	\$11,311.33
Lease Year 10	\$7.83	\$139,843.80	\$11,653.65

Basic Rent shall be payable in advance on the first day of each month in equal installments to the Landlord at the address set forth above or such other address as the Landlord may thereafter specify by notice to the Tenant, without counterclaim, set off, deduction or defense and, except as otherwise expressly provided herein, without abatement.

This Lease is intended by the parties hereto to be a so-called triple "net" or pass-through lease and, to the end that the Basic Rent shall be received by the Landlord net of all costs and expenses related to the Property, the Building and the Premises, and except as expressly set forth herein, the Tenant agrees to pay, in addition to the Tenant's obligations with respect to the Base Rent, Tenant's Percentage (as hereinafter defined) of real estate taxes, insurance premiums, management fees, utilities costs, costs of repairs and maintenance and other costs which are specifically set forth herein, to the Landlord as Additional Rent, in the same manner as Basic Rent, and Tenant's Percentage of any and all charges, costs, expenses, and obligations of every kind and nature whatever as the Landlord may from time to time actually incur in good faith with regard to the Premises or the operation or maintenance thereof, except as otherwise expressly agreed in this Lease, including, without limiting the generality of the foregoing, reasonable attorneys' fees incurred by the Landlord in connection with any amendments to, consents under and subleases and assignments of this Lease requested by the Tenant and in connection with the enforcement of rights and pursuit of the remedies of the Landlord under this Lease (whether during or after the expiration or termination of the Term of this Lease). Tenant's 65.999 % or such other percentage as the rentable square footage of the Premises bears to the rentable square footage of the Building (currently 27,061 square feet) from time to time ("Tenant's Percentage") of Common Expenses as hereinafter defined. "Common Expenses" shall mean, subject to the exceptions set forth below, including, without limitation, section 6(j&k) below, any and all charges, costs and expenses of every kind and nature whatever, which the Landlord may from time to time actually incur and the reasonable value, based on competitive rates, of any materials and services which the Landlord may provide in good faith

without limitation, (i) making repairs to and undertaking maintenance of the Building and the Property, including all alterations and improvements to the common areas of the Property; (ii) providing utilities, including heat, water, sewer, electricity, air conditioning and ventilation to the common areas of the Property including taxes on such utilities (but not including costs to bring the utilities from the road to the Building; (iii) providing water and sewer to the rentable areas of the Building (but not including costs to bring the utilities from the road to the Building); (iv) providing watering, landscaping and lawn care for the Property; (v) sanding, plowing and removal of snow and ice from driveways, walkways and parking areas; (vi) premiums paid and deductibles assessed with respect to insurance carried with respect to damage or loss to the Building or the Property, public liability and other insurance that may be carried by Landlord to protect its interests and legal liabilities in connection with the Building and/or the Property, including, without limitation, business interruption, loss of rents, environmental insurance; and (vii) reasonable administrative and management costs of the Landlord including management fees; after the Term Commencement Date to properly maintain the Building and the Property to a standard equivalent to its current condition provided that such cost shall be reasonably amortized over the useful life.

Notwithstanding the foregoing, Tenant shall not be responsible for:

- a) Interest or principal on any mortgage or other indebtedness secured by the Property or the leased premises, or any other indebtedness of Landlord, or any fees, points, penalties, or other expenses or costs related thereto;
- b) Any reserve, whether actually funded or not, for future expenditures, or for any contingency;
- c) Any expenditure related to a period occurring prior or subsequent to the Term of this Lease;
- d) All costs of leasing space at the Property to Tenant or others, including attorneys' fees, leasing commissions, space planning, buy-outs, contributions and tenant improvement expenses, and all expenses incurred by Landlord to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants;
- e) Any amount expended in consideration of efforts undertaken or expenses incurred in an attempt to reduce Common Expenses or real estate taxes, which exceeds the present value of the benefit to be derived therefrom by Tenant during the period of the Term of this Lease, with present value being determined using a discount rate of eight percent (8%);
- f) Any income, estate, or inheritance tax;
- g) Any portion of the Common Expenses or real estate taxes (i) which is payable by tenant(s) other than Tenant in a manner that includes what would otherwise be Tenant's Proportional Share (whether actually paid by such other tenant(s) or not) or (ii) for which Landlord is otherwise entitled to reimbursement in a manner that includes what would otherwise be Tenant's Proportional Share (whether such reimbursement is actually received or not) or (ii) which represents consideration for goods or services which solely benefit tenant(s) other than Tenant;
- h) If any service is provided by an affiliate or subsidiary of Landlord or the managing agent, the cost included in Common Expenses for such service shall not exceed the reasonable and customary cost charged by an independent third party performing the same services;
- i) Any of the following costs: (A) all costs and expenses relating to any improvements to the

Property or any portion thereof unless the improvements are approved pursuant to paragraph 10; (B) all expenses relating to the replacement of any item repaired or replaced under warranty; (C) any penalty or fine incurred by Landlord due to Landlord's or another tenant's violation of any law, ordinance or regulation; (D) any interest or penalties assessed against Landlord for late payment by Landlord of any of the Operating and Common Area Expenses; (E) cost of sculptures, paintings and other objects of art; (F) repair and/or replacement of any construction defects or design defects for improvements to the Building or the Property made after the date of this Lease unless the improvements are approved pursuant to paragraph 10; (G) advertising, marketing and promotional expenses; (H) payments under capital equipment leases; and (I) the cost of cleanup/remediation of any hazardous waste or hazardous substance, and all other costs of complying with any environmental law, ordinance, regulation, decree or order, it being understood that Tenant is directly responsible for any such costs resulting from the presence of any hazardous waste or hazardous substance brought onto the Property at Tenant's request or direction or with Tenant's consent.

j) Notwithstanding the foregoing, no capital repair, capital replacement or capital improvement to the Building, the Property or the Premises shall be charged to or passed through to Tenant as a Common Expense. In the event Landlord wishes to make such a capital repair, replacement or improvement, Landlord shall notify Tenant in writing of the nature of the capital repair, replacement or improvement and the estimated cost of the same, and Tenant shall notify Landlord within fifteen (15) days of receipt of such notice whether Tenant consents to such capital repair, replacement or improvement, which consent shall not be unreasonably withheld. If Tenant consents, then Landlord may proceed with the capital repair, replacement or improvement and the cost may be added to the Tenant's option price as set forth in Section 10. If Tenant does not consent, Tenant shall provide a short written explanation for the reasons it has withheld its consent. If Tenant does not consent and Landlord still wishes to proceed with the capital repair, replacement or improvement, Landlord may either elect to proceed without seeking any reimbursement from Tenant through an increase of the option price or otherwise, or alternatively, the Landlord may, within 15 days of receiving Tenant's explanation for withholding consent, elect that the dispute shall be submitted to non-binding mediation in Portland Maine before a mediator to be agreed upon by the parties, with such mediation to take place within 30 days of Landlord's election. If mediation does not resolve the dispute, it shall be submitted for binding arbitration before the same person who presided over the mediation within 30 days after the mediation. If the need for the capital repair, replacement or improvement is the result of the negligent or willful act by the Landlord or its agents, the costs shall be fully borne by the Landlord and shall not be added to Tenant's option price. Landlord and Tenant shall be responsible for their respective costs of mediation. For purposes of this paragraph 6(j) the term "capital repairs" shall include, but are not limited to, 1) items which are not included in an annually approved Repair and Maintenance Budget as defined in paragraph 6(k) below; or 2) items included in the Repair and Maintenance Budget which, on a collective basis, cause the annual budgeted amount to be exceeded by more than 25%.

k) The Landlord shall prepare a Repair and Maintenance Budget each year indicating all expenses it anticipates incurring for the following calendar year that would be considered repairs or maintenance to the Property and Building (the "R&M Budget"). The R&M Budget shall be submitted to the Tenant by December 1 of each calendar year. The Tenant shall have until December 15 of each year to notify the Landlord in writing of its approval or its specific line item objections. If the Tenant does not notify the Landlord in the allotted time the budget shall be

deemed approved. If the Tenant raises objections the parties shall use their best efforts to resolve them prior to December 31 of each year. If the objections are not resolved by then the Tenant's monthly Additional Rent shall be paid based upon the proposed budget with an adjustment to be made when the objections are resolved. If the objection raised is whether a line item is a capital repair and therefore does not belong on the R&M Budget then the resolution procedure set forth in paragraph 6(j) shall be used with the mediation to occur in the month of January. If the objection raised is whether the proposed budget is too high due to individual line items then the parties shall attempt to resolve the payment of the objected to item in good faith by negotiating a longer term for Tenant to pay its share of Additional Rent for the objected to item. If the parties are unable to reach an agreement the term shall be extended to 36 months for the objected to item. Should the Tenant exercise its option to purchase the Property before the expiration of any extended 36 month period the balance shall be due and payable at closing.

The parties agree that the proposed budget and any objections to the budget shall be reasonable and made in good faith.

Landlord shall deduct from Operating and Common Area Expenses any amounts actually received by Landlord as reimbursement for expenses previously charged.

Commencing on the Term Commencement Date, the Tenant shall prepay to the Landlord monthly as Additional Rent, in the same manner as Basic Rent, one-twelfth (1/12) of the total of all such amounts as the Landlord may from time to time reasonably estimate will be payable annually by the Tenant under this Lease with respect to Common Expenses, which prepayments the Landlord agrees shall be applied, without interest, to such amounts as the same actually become payable. As soon as any such amounts so payable are actually determined and at least annually, appropriate adjustments of any overpayments and underpayments shall be made. Landlord may make periodic adjustments to the monthly installment amount of Additional Rent payable by Tenant as set forth above. Landlord shall provide Tenant with not less than thirty (30) days notice prior to any adjustment. On Tenant's request, Landlord shall provide back-up to substantiate the change within ten (10) days of such request. Tenant may, if reasonably dissatisfied with the information and budget amount presented, request Landlord to obtain additional bids or provide further evidence to Tenant of the reason for the change and Landlord will work cooperatively with Tenant to address concerns or objections raised by Tenant. Landlord covenants and agrees to maintain the Building in good condition.

If any payment of Basic Rent or Additional Rent is not paid to the Landlord within five (5) days of the date when due, then at the Landlord's option, without notice and in addition to all other remedies hereunder, the Tenant shall pay upon demand to the Landlord as Additional Rent interest thereon at an annual rate equal to the "Prime Rate" as announced by *The Wall Street Journal* from time to time in effect plus four percent (4%), such interest to be computed from the date such Basic Rent or Additional Rent was originally due through the date when paid in full.

7. Taxes.

Commencing on the Term Commencement Date, the Tenant shall prepay to the Landlord monthly, as Additional Rent, in the same manner as Basic Rent, one-twelfth (1/12) of Tenant's Percentage of any and all real estate taxes and special assessments which are related specifically to the Property and assessed or imposed by the State of Maine, the County of Cumberland, the City of Portland or any other authority, or

become a lien, upon all or any part of the Property, the Building, the Premises. Landlord agrees that such prepayments shall be applied, without interest to such amounts as actually become payable. As soon as any such amounts so payable are actually determined, appropriate adjustments of any overpayments and underpayments shall be made.

Subject to the rights of any Mortgagees, the Landlord may, at the request of the Tenant or any other tenant or tenants of the Building, use reasonable efforts to obtain an abatement of or to contest or review by legal proceedings or otherwise any such tax, levy, charge or assessment. In such event the Tenant and such other tenants shall pay such tax, levy, charge or assessment (under protest, if necessary). The Tenant shall pay as Additional Rent the Tenant's Percentage of (i) any such tax, levy, charge or assessment that may be determined to be due and (ii) any and all costs or expenses (including reasonable attorneys' fees) the Landlord may incur in connection with any such proceedings provided that Tenant consents to it. The Tenant shall be entitled to share in any refund or abatement, net of such costs and expenses, which may be made of any tax, levy, charge or assessment in the same proportion that the same was paid by the Tenant or with the Tenant's funds.

8. Insurance; Waivers of Subrogation.

The Tenant shall, at its own cost and expense, obtain and throughout the Term shall maintain, with companies qualified to do business in Maine and acceptable to any Mortgagees and reasonably acceptable to the Landlord, for the benefit as additional insureds of the Landlord and any Mortgagees as their respective interests may appear, Commercial General Liability insurance for bodily injury or death and property damage occurring to, upon or about the Premises. The limits of such liability insurance shall be not less than \$1,000,000 per occurrence, Bodily Injury including death and \$1,000,000 per occurrence, Property Damage Liability of \$1,000,000.00 combined single limit for Bodily Injury and Property Damage Liability. After the first Lease Year, Landlord may require Tenant to adjust its insurance coverage to limit(s) that are customary and reasonable for tenants occupying similar square footage in the market area in which the Building is located. The risk of loss to all contents of, and personal property and trade fixtures located in, the Premises is upon the Tenant, and the Landlord shall have no liability with respect thereto unless such loss is the result of the negligent or willful act of the Landlord or its agents.

Landlord shall maintain with respect to the Property comprehensive general public liability in amounts reasonably deemed advisable by Landlord but not less than Two Million Dollars (\$2,000,000.00) for injury to or death of, one person or more than one persons in a single accident or occurrence. Landlord shall keep the Building and improvements of which the Premises are a part insured against loss or damage by fire and any of the casualties included in the customary extended coverage or supplementary contract endorsements, in an amount not less than the full replacement value thereof. All proceeds payable under the aforesaid insurance policies shall belong to Landlord, and Tenant shall not carry any other insurance concurrent in coverage with any insurance carried by Tenant hereunder or by Landlord if the effect of such separate insurance would be to reduce the protection or the payment to be made to Landlord.

The Landlord and the Tenant each hereby release the other from any liability for any loss or damage to the Building, the Premises or other property and for injury to or death of persons occurring on the Property or in the Building or the Premises or in any manner growing out of or connected with the Tenant's use and occupation of the Premises, the Building or the Property or the condition thereof, whether or not caused by the negligence or other fault of the Landlord, the Tenant or their respective

agents, employees, subtenants, licensees, invitees or assignees; provided, however, that this release (i) shall apply notwithstanding the indemnities set forth in Section 14, but only to the extent that such loss or damage to the Building or other property or injury to or death of persons is or would be covered by insurance required to be obtained by landlord or Tenant hereunder; (ii) shall not be construed to impose any other or greater liability upon either the Landlord or the Tenant than would have existed in the absence hereof; and (iii) shall be in effect only to the extent and so long as the applicable insurance policies provide that this release shall not affect the right of the insureds to recover under such policies, which clauses shall be obtained by the parties hereto whenever available.

9. Utilities.

Commencing on the Term Commencement Date, the Tenant shall be responsible for the cost of all utilities, including without limitation for the electric, water, sewer, gas, HVAC and all utility costs incurred in connection with the operation of the heating, ventilating and air conditioning units, which are delivered to or consumed at the Premises.

If not separately metered, the electric and gas shall be sub-metered and said costs shall be paid directly to the utility company providing the same or if the cost is not directly payable to the utility companies supplying utilities or services, then the actual costs incurred by Landlord, net of all discounts and rebates received by Landlord in connection therewith shall be billed to Tenant and payable by Tenant monthly to Landlord together with Tenant's payment of Base Rent. Any utilities not separately metered and direct billed to a Tenant shall be paid by the Landlord and added to the Additional Rent.

Landlord shall not be liable for the interruption, curtailment, stoppage or suspension of services and utilities when necessary by reason of accident or emergency or suspension of utility services or when necessary for repairs, alterations, replacements or improvements desirable or necessary in the reasonable judgment of Landlord or for any cause beyond the reasonable control of Landlord. In the event of any such interruption, curtailment, stoppage or suspension, there shall be no diminution or abatement of rent, additional rent or other charges due from Tenant to Landlord hereunder and Tenant's obligations hereunder shall not be affected or reduced, such interruption, curtailment, stoppage or suspension shall not constitute a constructive eviction of the Tenant, and the Landlord shall have no responsibility or liability for any such interruption, curtailment, stoppage or suspension, unless as a result of Landlord's negligence or willful misconduct.

Electrical service to the Premises may be furnished by one or more companies providing electrical generation, transmission and distribution services, and the cost of electricity may consist of several different components or separate charges for such services, such as generation, distribution and stranded cost charges. The Landlord shall have the exclusive right to select any company providing electrical service to the Premises, to aggregate the electrical service for the Property and the Premises with other buildings, to purchase electricity through a broker and/or buyers group and to change the providers and manner of purchasing electricity.

10. Repairs.

From and after the Term Commencement Date, and except as set forth in this Lease, the Tenant shall, at its own cost and expense: (i) make interior non-structural repairs, replacements and renewals necessary to keep the Premises in as good condition, order and repair as the same are at the commencement of the Term or thereafter may be put, reasonable wear and use and damage by fire or other casualty only excepted (it being understood, however, that the foregoing exception for reasonable

wear and use shall not relieve the Tenant from the obligation to keep the Premises in good order, repair and condition), (ii) perform maintenance, repair and replacement of the heating, ventilating and air conditioning units servicing the Premises (the "HVAC Units") and maintain a service contract for the HVAC Units exclusively serving the Premises with a reputable HVAC service provider; (iii) make all other repairs, replacements and renewals which are required due to the negligence or willful misconduct of the Tenant, and (iv) keep and maintain all portions of the Premises in a clean and orderly condition, free of accumulation of dirt, rubbish, and other debris. Notwithstanding the foregoing, in the event a qualified professional retained by the Tenant determines that an HVAC unit has reached the end of its useful life, replacement parts needed to repair the HVAC unit are not generally available or any reasonably feasible repair will not be sufficient to ensure the continuous operation of the HVAC unit for thirty (30) days or more, then the HVAC unit shall be replaced and Landlord, not Tenant, shall be responsible for the cost of replacement of the HVAC unit(s) or any other mechanical systems subject to Landlord's right to increase the Purchase Price by the replacement cost in the event Tenant purchases the Property pursuant to its Option to purchase. The Tenant shall provide customary cleaning and rubbish removal service to the Premises on each business day as required.

From and after the commencement of and during the Term, the Landlord shall (i) make all necessary repairs, replacements and renewals, interior and exterior, structural and non-structural, to keep the roof of the Building and exterior of the Building, including doors and windows in the common areas, free of leaks and to maintain the foundation, pipes, conduits serving the Premises, floor slabs and other structural supports of the Building in good and sound condition; and (ii) keep the Building and all electrical, mechanical, plumbing and other building systems and the parking areas, sprinklers and other improvements on the Property in as good condition, order and repair as the same are at the commencement of the Term or thereafter may be put, damage by fire or other casualty only excepted. Such costs and expenses of Landlord's repairs, replacements and renewals shall, if previously approved by Tenant in writing, be reimbursed to Landlord in the event the Tenant exercises its option to purchase the Building, subject to reduction to the extent any of the same have been recovered from Tenant. Tenant shall not unreasonably withhold, condition or delay its approval and if approval is not given Landlord may determine, in its sole discretion, whether to incur the such costs.

Landlord shall have no liability to Tenant nor shall Tenant's covenants and obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is permitted to perform by this Lease, in or to any portion of the Premises, or the Building and other improvements to the Premises so long as Landlord uses commercially reasonable efforts to minimize any resulting disruption to Tenant's access to and use of the Premises and provided that Landlord is not negligent nor engages in willful misconduct.

11. Compliance with Laws and Regulations.

The Tenant agrees that its obligations to make payment of the Basic Rent, Additional Rent and all other charges on its part to be paid, and to perform all of the covenants and agreements on its part to be performed during the Term hereunder shall not, except as herein set forth in the event of condemnation by public authority, be affected by any present or future law, by-law, ordinance, code, rule, regulation, order or other lawful requirement regulating or affecting the use which may be made of the Premises unless Tenant cannot operate a ReStore in a manner substantially similar to the way it operated prior to the change.

During the Term the Tenant shall comply, at its own cost and expense, with all applicable laws, by-laws, ordinances, codes, rules, regulations, orders, and other lawful requirements of the governmental bodies having jurisdiction, which are applicable to, or by reason of, the Tenant's particular use of the Premises or the fixtures and equipment therein and thereon; the orders, rules and regulations of the National Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, which may be applicable to the Premises, the fixtures and equipment therein or thereon or the use thereof; and the requirements of all policies of public liability, fire and all other types of insurance at any time in force with respect to the Premises, the Building or the Property and the fixtures and equipment therein and thereon.

12. Alterations\Signage by Tenant.

The Tenant is authorized to install the following signage: signage that meets all municipal requirements and placed on the top 3 locations of the existing pylon on Warren Avenue and in the same location on the exterior of the Building as the prior tenant's signage occupied. In addition one sign for each parking space identifying the space as useable by Tenant customers only may be placed in front of each parking space. Temporary signs shall be approved by the Landlord which approval shall not be unreasonably withheld. The Tenant shall erect no additional signs and shall make no alterations, additions or improvements in or to any portion of the Premises or any portion of the Building or the Property except as authorized herein without the Landlord's prior written consent and without first providing the Landlord with suitable assurance of the Tenant's obligation to complete the same at no expense to the Landlord and without any mechanics' or materialmen's lien upon the Property. The Landlord agrees that its consent shall not be unreasonably withheld for signage or for interior, non-structural alterations, additions and improvements to the Premises consistent with the use of the Premises as contemplated hereby; any such consents to interior, non-structural alterations, additions and improvements may, if the Landlord so advises the Tenant as part of or by notice at the time of any such consent, be conditioned upon the Tenant's being obligated to remove the same at the expiration or termination of this Lease and to restore the Premises to their condition prior to such alterations, additions and improvements.

Landlord shall make space available for Tenant's signage on any street pylon, building, building directory and suite that are available to other tenant's for signage.

13. Landlord's Access.

The Tenant agrees to permit the Landlord and any of Landlord's Mortgagees and their authorized representatives to enter the Premises (i) at all reasonable times and with at least 24 hours prior notice during usual business hours for the purposes of inspecting the same, exercising such other rights as it or they may have hereunder or under any mortgages and exhibiting the same to other prospective tenants, purchasers or mortgagees and (ii) at any time in the event of emergency.

14. Indemnities and Liability.

The Tenant agrees to protect, defend (with counsel approved by the Landlord), indemnify and save the Landlord harmless from and against any and all claims and liabilities arising: (i) from the conduct or management of or from any work or thing whatsoever done in or about the Premises by or on behalf of Tenant during the Term and from any condition existing, or any injury to or death of persons or damage to property occurring or resulting from an occurrence, during the Term in or about the Premises and attributable to an act or omission on the part of Tenant, but excluding any of the same as may be attributable to gross negligence on the part of Landlord; and (ii) from any breach or default on the part of

the Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to the terms of this Lease or from any negligent act or omission on the part of the Tenant or any of its agents, employees, subtenants, licensees, invitees or assignees. The Tenant further agrees to indemnify the Landlord from and against all costs, expenses (including reasonable attorneys' fees) and other liabilities incurred in connection with any such indemnified claim or action or proceeding brought thereon, any and all of which, if reasonably suffered, paid or incurred by the Landlord, the Tenant shall pay promptly upon demand to the Landlord as Additional Rent.

Neither Landlord, nor any agent or employee of Landlord, shall be liable for (a) loss of or damage to any property of Tenant, or of any other person, entrusted to any of Landlord's agents or employees, (b) loss of or damage to any property of Tenant or of any other person by theft or otherwise, (c) any injury or damage to any person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, dust, water or snow, or leaks from any part of the Building or from the pipes, appliances or plumbing system, or from the roof, street or subsurface or any other place or by dampness, or from any other cause whatsoever, (d) any such damage caused by other occupants or persons in the Building or by construction of any private, public or quasi-public work, or (e) any latent defect in the Premises or the Building unless any such loss or damage is the result of the negligent or willful act of Landlord or its agents.

15. Casualty Damage.

Except as provided below, in the event of partial or total destruction of the Premises during the Term by fire or other casualty, the Landlord shall, as promptly as practicable repair, reconstruct or replace the portions of the Premises destroyed as nearly as possible to their condition prior to such destruction (the "Original Condition"). Except as provided below, commencing on the date of such casualty and during the period of such repair, reconstruction and replacement there shall be an equitable abatement of Basic Rent hereunder in proportion to the loss of usable floor area in the Premises unless the remaining usable floor space is inadequate for Tenant's purposes, in which case the entire rent shall abate. Additional Rent shall also abate to the extent Landlord is reimbursed for costs included in the Additional Rent through insurance or otherwise.

The Landlord shall determine within thirty (30) days after the casualty whether the insurance proceeds it anticipates receiving are sufficient to restore the Premises to the Original Condition. In the event they are not reasonably anticipated to be sufficient, Landlord shall so notify Tenant in writing, within said thirty (30) days and shall not be obligated to expend more for such repair, reconstruction or replacement than the amount of any such insurance proceeds actually received. Tenant shall have the right within thirty (30) days of receipt of such notice to terminate the Lease and have no further obligation hereunder. In the event Landlord shall not give such written notice to Tenant within thirty (30) days, then Landlord shall waive its rights and shall proceed to restore the Premises to the Original Condition.

If the Building is so extensively destroyed by fire or other casualty that an independent engineer or architect (the "Estimator") certifies that the Premises cannot reasonably be expected to be susceptible of repair, reconstruction or replacement within a period of one hundred eighty (180) days from the date work were to commence thereon, or if any damage results from causes or risks not required to be insured against by the Landlord hereunder or if any Mortgagee refuses to make such net proceeds available for such repair, reconstruction or replacement, the Landlord may terminate this Lease by giving written notice to the Tenant within ninety (90) days after the date of such destruction. Landlord shall obtain the estimate from the Estimator within thirty (30) days of the date of the casualty. Landlord shall commence work within forty five (45) days of the fire or casualty. Provided further, that if, despite diligent efforts, the Landlord has been unable to restore the Premises to their condition prior to such destruction within

one hundred eighty (180) days following the date restoration work commenced, either the Landlord or Tenant may terminate this Lease by written notice to the other. In the event of any such notice of termination, this Lease shall terminate as of, and Basic Rent and Additional Rent shall be appropriately apportioned through and abated from and after, the date of such notice of termination.

Notwithstanding the above, if the Leased Premises or any part thereof or any appurtenances thereto is so damaged by fire, casualty or structural defects that a material portion of the same cannot be used for Tenant's purposes and the Estimator estimates the damage is not susceptible to repair within 180 days from the date restoration work would commence, or if Landlord has not commenced such work within forty (45) days of the date of loss, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Premises, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall, subject to the provisions set forth above, promptly repair such damage.

16. Condemnation.

If more than twenty-five percent (25%) of the usable floor area of the Premises, or more than twenty-five percent (25%) of the parking area available for use by the Tenant shall be taken by eminent domain or appropriated by public authority or if the Tenant shall be deprived of all suitable vehicular or pedestrian access to the Premises or the Property by virtue of such a taking or appropriation, the Tenant may terminate this Lease by giving written notice to the other within thirty (30) days after such taking or appropriation. In the event of such a termination, this Lease shall terminate as of the date the Tenant must surrender possession or, if later, the date the Tenant actually surrenders possession, and the Basic Rent and Additional Rent reserved shall be apportioned and paid to and as of such date.

If all or any part of the Premises is taken or appropriated by public authority as aforesaid and this Lease is not terminated as set forth above, the Landlord shall, subject to the rights of any Mortgagees, apply any such damages and compensation awarded (net of the costs and expenses, including reasonable attorneys' fees, incurred by the Landlord in obtaining the same) to secure and close so much of the Premises as remain and shall restore the Building to an architectural whole and except that in no event shall the Landlord be obligated to expend more for such replacement than the net amount of any such damages, compensation or award which the Landlord may have received as damages in respect of the Building and any other improvements situated on the Property as they existed immediately prior to such taking or appropriation; in such event there shall be an equitable abatement of Basic Rent and Additional Rent in proportion to the loss of usable floor area in the Premises after giving effect to such restoration, from and after the date the Tenant must surrender possession or, if later, the date the Tenant actually surrenders possession.

The Landlord hereby reserves, and the Tenant hereby assigns to the Landlord, any and all interest in and claims to the entirety of any damages or other compensation by way of damages which may be awarded in connection with any such taking or appropriation, except so much of such damages or award as is specifically and separately awarded to the Tenant including any such damage or award and expressly attributable to trade fixtures or moving expenses of the Tenant.

17. Landlord's Covenant of Quiet Enjoyment.

The Landlord covenants that the Tenant, upon paying the Basic Rent and Additional Rent provided for hereunder and performing and observing all of the other covenants and provisions hereof,

may peaceably and quietly hold and enjoy the Premises for the Term as aforesaid, subject, however, to all of the terms and provisions of this Lease.

18. Tenant's Obligation to Quit.

The Tenant shall, upon expiration of the Term or other termination of this Lease, leave and peaceably and quietly surrender and deliver to the Landlord the Premises and any replacements or renewals thereof broom clean and in the order, condition and repair required by Section 10 hereof and the other provisions of this Lease, except, however, that the Tenant shall first remove any trade fixtures and equipment and any alterations, additions and improvements which the Landlord has required be removed pursuant to the terms of Section 12 hereof, restoring the Premises in each case to their condition prior to the installation of such fixtures or the undertaking of such non-structural alterations, additions or improvements, as the case may be. If the Tenant shall fail timely to surrender the Premises, Tenant shall pay, in addition to all costs and damages suffered or incurred by Landlord, for use and occupancy an amount at a rate equal to (y) one and one-half (1.5) times the rate of Basic Rent for the first sixty (60) days of the holdover and (z) for any period after sixty (60) days of the holdover two (2) times the rate of Basic Rent in effect immediately prior thereto until the Premises are surrendered by the Tenant and delivered to the Landlord in accordance with this Section 18. The holdover rent shall be prorated for the actual number of days of the holdover period.

If the Tenant shall fail so to remove its fixtures, equipment, alterations, additions and improvements, within ten day after notice, they shall be deemed abandoned by the Tenant and the Landlord may remove and dispose of the same at the Tenant's expense which shall be paid as Additional Rent. The provisions of this Section 18 shall expressly survive the termination or expiration of this Lease.

19. Transfers of Tenant's Interest.

The Tenant shall not assign or sublease or otherwise encumber all or any part of its interest in this Lease, the Premises, or the estate hereby created, without in each case first obtaining the prior written consent of the Landlord, such approval not to be unreasonably withheld or delayed. Any attempted assignment without the consent of the Landlord as contemplated hereby shall be void. Any change in ownership or power to vote of a majority of the outstanding stock of the Tenant from the owners of such stock or those controlling the power to vote of such stock as of the date hereof shall constitute an assignment for purposes of this Lease and Tenant shall be required to obtain Landlord's written consent to a change, such consent not to be unreasonably withheld or delayed.

The Tenant shall give the Landlord at least 30 days' prior written notice of its desire to assign or sublet, which notice shall include reliable information indicating that the proposed assignee or subtenant is reputable, financially responsible and the business in which the proposed assignee or subtenant shall be engaged.

The Tenant shall reimburse the Landlord as Additional Rent, upon demand, for any costs that may be reasonably incurred by the Landlord in connection with any proposed assignment or sublease and any request for consent thereto, including without limitation the costs of making investigations as to the acceptability of any proposed assignee or subtenant, and attorneys' fees.

20. Transfers of Landlord's Interest.

The Landlord shall have the right from time to time to sell or mortgage its interest in the Property, the Building and the Premises, to assign its interest in this Lease, or to assign from time to time the whole or any portion of the Basic Rent, Additional Rent or other sums and charges at any time paid or payable hereunder by the Tenant to the Landlord, to any Mortgagees or other transferees designated by the Landlord in duly recorded instruments, and in any such case the Tenant shall pay the Basic Rent, Additional Rent and such other sums and charges so assigned, subject to the terms of the Lease, upon demand to such Mortgagees and other transferees at the addresses mentioned in and in accordance with the terms of such instruments.

21. Mortgagees' Rights.

The Tenant hereby agrees that this Lease is and shall be subject and subordinate to any mortgage (and to any amendments, extensions, increases, refinancings or restructurings thereof) of the Property, the Building or the Premises, whether or not such mortgage is filed subsequent to the execution, delivery or the recording of this Lease or any notice hereof (the holder from time to time of any such mortgage being in this Lease sometimes called the "Mortgagee"). The foregoing subordination shall be self-operative and automatically effective as to any mortgage filed subsequent to the execution and delivery hereof only if either the Mortgagee agrees in writing or such mortgage provides that, for so long as there exists no default under this Lease by the Tenant, the Mortgagee will not, in foreclosing against or taking possession of the Premises or otherwise exercising its rights under such mortgage, disturb the Tenant's possession of the Premises hereunder, or words of similar import. The Tenant hereby agrees to execute, acknowledge and deliver in recordable form such instruments confirming and evidencing the foregoing subordination as the Landlord or any such Mortgagee may from time to time reasonably require.

Notwithstanding the foregoing Paragraph, Tenant's Purchase Option as described in Paragraph 38 and the attached Exhibit B shall not be subject to or subordinate to any mortgage (and any amendments, extensions, increases, refinancings or restructurings thereof) of the Property, the Building, or the Premises, provided however that Tenant will consent to any mortgage in which the mortgagee acknowledges Tenant's Option.

22. Tenant's Default; Landlord's Remedies.

If the Tenant shall default in the payment when due of any Basic Rent or Additional Rent, and such default shall not be cured within five (5) business days of receipt of written notice thereof, or if the Tenant shall default in the timely performance or observance of any of the other covenants contained in these presents and on the Tenant's part to be performed or observed and such default shall not be cured within 30 days after notice thereof is given to Tenant by Landlord (or such longer time as may be reasonably necessary provided Tenant commences to cure within said 30 day period and diligently prosecutes the same to completion), or if the estate hereby created shall be taken on execution, or by other process of law, or if the Tenant shall be involved in financial difficulties as evidenced

- (1) by its commencement of a voluntary case under Title 11 of the United States Code as from time to time in effect, or by its authorizing, by appropriate proceedings of trustees or other governing body the commencement of such a voluntary case,
- (2) by its filing an answer or other pleading admitting or failing to deny the material allegations of a petition filed against it commencing an involuntary case under said Title 11, or seeking, consenting to or acquiescing in the relief therein provided, or by its failing to controvert timely the material allegations of any such petition,

- (3) by the entry of an order for relief in any involuntary case commenced under said Title 11,
- (4) by its seeking relief as a debtor under any applicable law, other than said Title 11, of any jurisdiction relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors, or by its consenting to or acquiescing in such relief,
- (5) by the entry of an order by a court of competent jurisdiction (i) finding it to be bankrupt or insolvent, (ii) ordering or approving its liquidation, reorganization or any modification or alteration of the rights of its creditors, or (iii) assuming custody of, or appointing a receiver or other custodian for, all or a substantial part of its property, or
- (6) by its making an assignment for the benefit of, or entering into a composition with, its creditors, or appointing or consenting to the appointment of a receiver or other custodian for all or a substantial part of its property;

then and in any of said cases, the Landlord may, to the extent permitted by law, immediately or at any time thereafter and without demand or notice, terminate this Lease and enter into and upon the Premises, or any part thereof in the name of the whole, and repossess the same as of the Landlord's former estate, and expel the Tenant and those claiming through or under the Tenant and remove its effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Notwithstanding the above, the Landlord shall only be obligated to provide a written notice of default and opportunity to cure for failure to pay Basic Rent and Additional Rent once per calendar year.

No termination or repossession provided for in this Section 22 shall relieve the Tenant or any guarantor of the obligations of the Tenant under this Lease of its liabilities and obligations under this Lease, all of which shall survive any such termination or repossession. In the event of any such termination or repossession, the Tenant shall pay to the Landlord either (i) in advance on the first day of each month, for what would have been the entire balance of the Term, one-twelfth (1/12) (and a pro rata portion thereof for any fraction of a month) of the annual Basic Rent, Additional Rent and all other amounts for which the Tenant is obligated hereunder, less, in each case, the actual net receipts by the Landlord by reason of any reletting of the Premises after deducting the Landlord's reasonable expenses in connection with such reletting, including, without limitation, removal, storage and repair costs and reasonable brokers' and attorneys' fees, or (ii) upon demand and at the option of the Landlord, the present value (computed at a capitalization rate based upon the so-called "Prime Rate" announced as such in *The Wall Street Journal*) of the amount by which the payments of Basic Rent and Additional Rent reasonably estimated to be payable for the balance of the Term after the date of the exercise of said option would exceed the payments reasonably estimated to be the fair rental value of the Premises on the terms and conditions of this Lease over such period, determined as of such date, less reletting costs. Landlord hereby agrees to make reasonable efforts to relet the Premises following such termination or repossession.

Without thereby affecting any other right or remedy of the Landlord hereunder, the Landlord may, at its option, cure for the Tenant's account any default by the Tenant hereunder which remains uncured after said thirty (30) days' notice of default from the Landlord to the Tenant, and the cost to the Landlord of such cure shall be deemed to be Additional Rent and shall be paid to the Landlord by the Tenant with the installment of Basic Rent next accruing.

23. Remedies Cumulative; Waivers.

The specific remedies to which the Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may be lawfully entitled in any provision of this Lease or otherwise. The failure of the Landlord or the Tenant to insist in any one or more cases upon the strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by the Landlord, or payment by the Tenant, of Basic Rent or Additional Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver, change, modification or discharge by the Landlord of any provision in this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by an authorized representative of the Landlord or the Tenant as appropriate. In addition to the other remedies in this Lease provided, the Landlord shall be entitled to the restraint by injunction of the covenants, conditions or provisions of this Lease, or to a decree compelling performance of or compliance with any of such covenants, conditions or provisions.

24. Brokers.

The Tenant warrants and represents that it has not dealt with any broker in connection with the Premises or this Lease except James Harnden of Malone Commercial Brokers as the sole broker in this transaction. All commission payments will be the responsibility of the Landlord. The Tenant hereby indemnifies and holds the Landlord harmless from and against any liability for commissions due any other broker or finder whom the Tenant has dealt in connection with this Lease.

25. Notices.

Any notices, approvals, specifications, or consents required or permitted hereunder shall be in writing and mailed, postage prepaid, by registered or certified mail, return receipt requested, if to the Landlord or the Tenant at the addresses set forth herein, and if to any Mortgagee at such address as it may specify by such notice to the Landlord and the Tenant, or at such other address as any of them may from time to time specify by like notice to the others. Any such notice shall be deemed given when mailed, except that if any time period commences hereunder with notice, such time period shall be deemed to commence when such notice is delivered or, if earlier, when postal records indicate delivery was first attempted.

26. Estoppel Certificates.

The Landlord and the Tenant hereby agree from time to time, after prior written notice from the other or any Mortgagee, to execute, acknowledge and deliver, within 10 business days, without charge, to the other party, the Mortgagee or any other person designated by the other party, a statement in writing certifying: that this Lease is unmodified and in full force and effect (or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof); that to the knowledge of such party there exist no defaults (or if there be any defaults, specifying the same); the amount of the Basic Rent, the dates to which the Basic Rent, Additional Rent and other sums and charges payable hereunder have been paid; and that such party to its knowledge has no claims against the other party hereunder except for the continuing obligations under this Lease (or if such party has any such claims, specifying the same).

27. Parking.

Tenant shall have the right to use its proportionate share of the on-site parking spaces on an unreserved basis.

The use by Tenant, its employees and invitees, of the parking facilities of the Building shall be on the terms and conditions of such rules and regulations set by Landlord as may hereinafter be established or changed from time to time. Landlord shall have the right to change the parking system from time to time. Tenant shall not permit to allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any such prohibited activities, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord as additional rent.

28. Bind and Inure; Limited Liability of Landlord.

All of the covenants, agreements, stipulations, provisions, conditions and obligations herein expressed and set forth shall be considered as running with the land and shall extend to, bind and inure to the benefit of the Landlord and the Tenant, which terms as used in this Lease shall include their respective successors and assigns where the context hereof so admits.

The Landlord shall not have any individual or personal liability for the fulfillment of the covenants, agreements and obligations of the Landlord hereunder, the Tenant's recourse and the Landlord's liability hereunder being limited to the Property and the Building. The term "Landlord" as used in this Lease shall refer only to the owner or owners from time to time of the Property or the Building, it being understood that no such owner shall have any liability hereunder for matters arising from and after the date such owner ceases to have any interest in the Property or the Building.

In no event shall the Landlord be liable to the Tenant for any special, consequential or indirect damages suffered by the Tenant or any other person or entity by reason of a default by the Landlord under any provisions of this Lease.

29. Environmental Compliance.

(a) Tenant hereby covenants to Landlord that Tenant shall with respect to any Hazardous Waste or Materials that Tenant causes or permits to be deposited on the Premises after the commencement date of this lease: (a) (i) comply with all Laws applicable to the discharge, generation, manufacturing, removal, transportation, treatment, storage, disposal and handling of Hazardous Materials or Wastes as apply to the activities of the Tenant, its directors, officers, employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns at the Property, (ii) remove any Hazardous Materials or Wastes from the Premises immediately upon discovery of same in accordance with all applicable Laws and orders of governmental authorities having jurisdiction, (iii) pay or cause to be paid all costs associated with such removal including remediation and restoration of the Premises, and (iv) indemnify Landlord from and against all losses, claims and costs arising out of the migration of Hazardous Materials or Wastes from or through the Premises into or onto or under other portions of the Building or the Property or other properties; (b) keep the Property free of any lien imposed pursuant to any applicable Law in connection with the existence of Hazardous Materials or Wastes in or on the Premises; (c) not install or permit to be installed or to exist in the Premises any asbestos, asbestos-containing materials, urea formaldehyde insulation or any other chemical or substance which has been determined to be a hazard to health and environment; (d) not cause or permit to exist, as a result of an

intentional or unintentional act or omission on the part of Tenant or any occupant of the Premises, a releasing, spilling, leaking, pumping, emitting, pouring, discharging, emptying or dumping of any Hazardous Materials or Wastes onto the Premises; (e) give all notifications and prepare all reports required by Laws or any other law with respect to Hazardous Materials or Wastes existing on, released from or emitted from the Premises (and shall give copies of all such notifications and reports to Landlord); (f) promptly notify Landlord in writing of any release, spill, leak, emittance, pouring, discharging, emptying or dumping of Hazardous Materials or Wastes in or on the Premises; (g) in the event Landlord has a reasonable belief that Tenant has discharged or released Hazardous Materials or Wastes at the Property, pay for periodic environmental monitoring by Landlord of Tenant's space as well as subsurface testing paid as additional rent; and (h) promptly notify Landlord in writing of any summons, citation, directive, notice, letter or other communication, written or oral, from any local, state or federal governmental agency, or of any claim or threat of claim known to Tenant, made by any third party relating to the presence or releasing, spilling, leaking, pumping, emitting, pouring, discharging, emptying or dumping of any Hazardous Materials or Wastes onto the Premises.

(b) The term "Hazardous Materials or Wastes" shall mean any hazardous or toxic materials, pollutants, chemicals, or contaminants, including without limitation asbestos, asbestos-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls ("PCBS") and petroleum products as defined, determined or identified as such in any Laws, as hereinafter defined. The term "Laws" means any federal, state, county, municipal or local laws, rules or regulations (whether now existing or hereinafter enacted or promulgated) including, without limitation, the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* (1972), the Clean Air Act, 42 U.S.C. Section 7401 *et seq.* (1970), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Subsection 1802, and The Resource Conservation and Recovery Act, 42 U.S.C. Subsection 6901 *et seq.*, any similar state laws, as well as any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments.

30. Redemption, Counterclaim and Jury Trial.

Tenant, for itself and for all persons claiming through or under it, hereby acknowledges that this Lease constitutes a commercial transaction, and hereby expressly waives any and all rights which are or may be conferred upon Tenant by any present or future law to redeem the Premises, or to any new trial in any action or ejection under any provisions of law, after reentry thereupon, or upon any part thereof, by Landlord, or after any warrant to dispossess or judgment in ejection. If Landlord shall acquire possession of the Premises by summary proceedings, or in any other lawful manner without judicial proceedings, it shall be deemed a reentry within the meaning of that word as used in this Lease. In the event that Landlord commences any summary proceedings or action for nonpayment of rent or other charges provided for in this Lease, Tenant shall not interpose any non-compulsory counterclaim of any nature or description in any such proceeding or action. Tenant and Landlord both waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Lease, or any of its provisions.

31. Recording.

Tenant shall not record this Lease but either party will, at the request of the other, execute a memorandum or notice thereof in recordable form satisfactory to both Landlord and Tenant specifying the date of commencement and expiration of the term of this Lease and other information required by statute. Either Landlord or Tenant may then record said memorandum or notice of lease.

32. Force Majeure.

Landlord shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, civil common, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or through Acts of God. Tenant shall similarly be excused for delay in the performance of obligations hereunder provided, as to each party:

(a) Nothing contained in this Section or elsewhere in this Lease shall be deemed to excuse or permit any delay in the payment of any sums of money required hereunder, or any delay in the cure of any default which may be cured by the payment of money;

(b) No reliance by Tenant upon this Section shall limit or restrict in any way Landlord's right of self-help as provided in this Lease; and
Tenant shall not be entitled to rely upon this Section unless it shall advise Landlord in writing, of the existence of any force majeure preventing the performance of an obligation of Tenant within five (5) days after the commencement of the force majeure.

33. Captions.

The captions for the numbered Sections of this Lease are provided for reference only and they do not constitute a part of this agreement or any indication of the intentions of the parties hereto.

34. Integration.

The parties acknowledge that all prior written and oral agreements between them and all prior representations made by either party to the other have been incorporated in this instrument or otherwise satisfied prior to the execution hereof.

35. Severability: Choice of Law.

If any provision of this Lease shall be declared to be void or unenforceable either by law or by a court of competent jurisdiction, the validity or enforceability of remaining provisions shall not thereby be affected.

This Lease is made under, and shall be construed in accordance with, the laws of the State of Maine.

36. Security Deposit.

None

37. Tenant's Right of First Offer\Expansion Space.

If at any time during the Term of the Lease the Landlord intends to lease vacant space in the Building which is adjacent to the Premises (hereafter, the "Right of First Offer Space"), and provided Tenant is not in default under the Lease beyond the expiration of applicable notice and cure period at such

time, Landlord shall first notify Tenant, in writing, (“Landlord’s Notice”) of such available space (the “Right of First Offer”) and Landlord shall include in such notification the terms and conditions at which such Right of First Offer Space shall be offered (the “Offer”). Landlord’s Notice shall specify: (i) the rentable area of the Right of First Offer Space which Landlord intends to lease; (ii) the date upon which such Right of First Offer Space shall be available for occupancy; (iii) the annual rate of Base Rent per square foot of rentable area which Landlord intends to charge for such space, including all fixed and/or indexed adjustments to said rate; and (iv) all other economic terms which Landlord intends to offer with respect to such Right of First Offer Space. Tenant may, within twenty (20) business days of the receipt of the notice, decline such Offer or accept the terms of the Offer, in writing, and within thirty (30) days thereafter enter into an amendment to this Lease incorporating the terms and provisions of such Right of First Offer Space into the Lease. Notwithstanding anything contained in the Offer to the contrary, and unless otherwise agreed by the parties, any space acquired pursuant to this Right of First Offer shall be co-terminus with the lease Term described herein and upon the same terms and conditions including Basic and Additional Rent.

If Tenant accepts the Offer, Landlord shall tender the Right of First Offer Space to Tenant on the date set forth in the Offer, or such other date agreed to by and between Landlord and Tenant in the condition provided for in the Offer. Should Tenant fail to accept the Offer space in writing within twenty (20) business days of receipt of the Landlord’s Notice, then Landlord shall be free to lease such available space to another tenant, provided the terms are not substantially more beneficial to such other tenant than those offered to Tenant.

The Right of First Offer Space shall automatically terminate upon the earlier to occur of (1) the expiration or earlier termination of this Lease, (2) the termination of Tenant’s right to possession of the Premises pursuant to any express provision of this Lease or applicable law, (3) the assignment or sublease of this Lease by Tenant to any party pursuant to a Permitted Transfer of all Tenant’s space or (4) the failure of Tenant to timely exercise any right to lease space under its Right of First Offer Space.

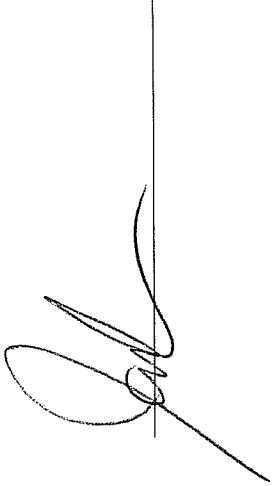
38. Purchase Option.

See attached Exhibit B. This Option Agreement shall be executed by Tenant at the same time this lease is signed. The original Option Agreement shall then be delivered to the Law Office of James B. Barns which shall hold the same in escrow pending the purchase of the Premises by Landlord. At the time of purchase by the Landlord the Landlord shall execute the Option Agreement and a Memorandum thereof for recording in the Cumberland County Registry of Deeds.

[Signature page to follow]


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in quadruplicate under seal as of the date first above written.

Signed, Sealed, and Delivered
in the Presence of:



Landlord:

215 Foreside Road, LLC

By: 
John Mart
Its: Member 6/14/13

Tenant:

Habitat For Humanity\Greater Portland, Inc.




By: 
Godfrey Wood
Its: Executive Director 6/13/13

Exhibit A

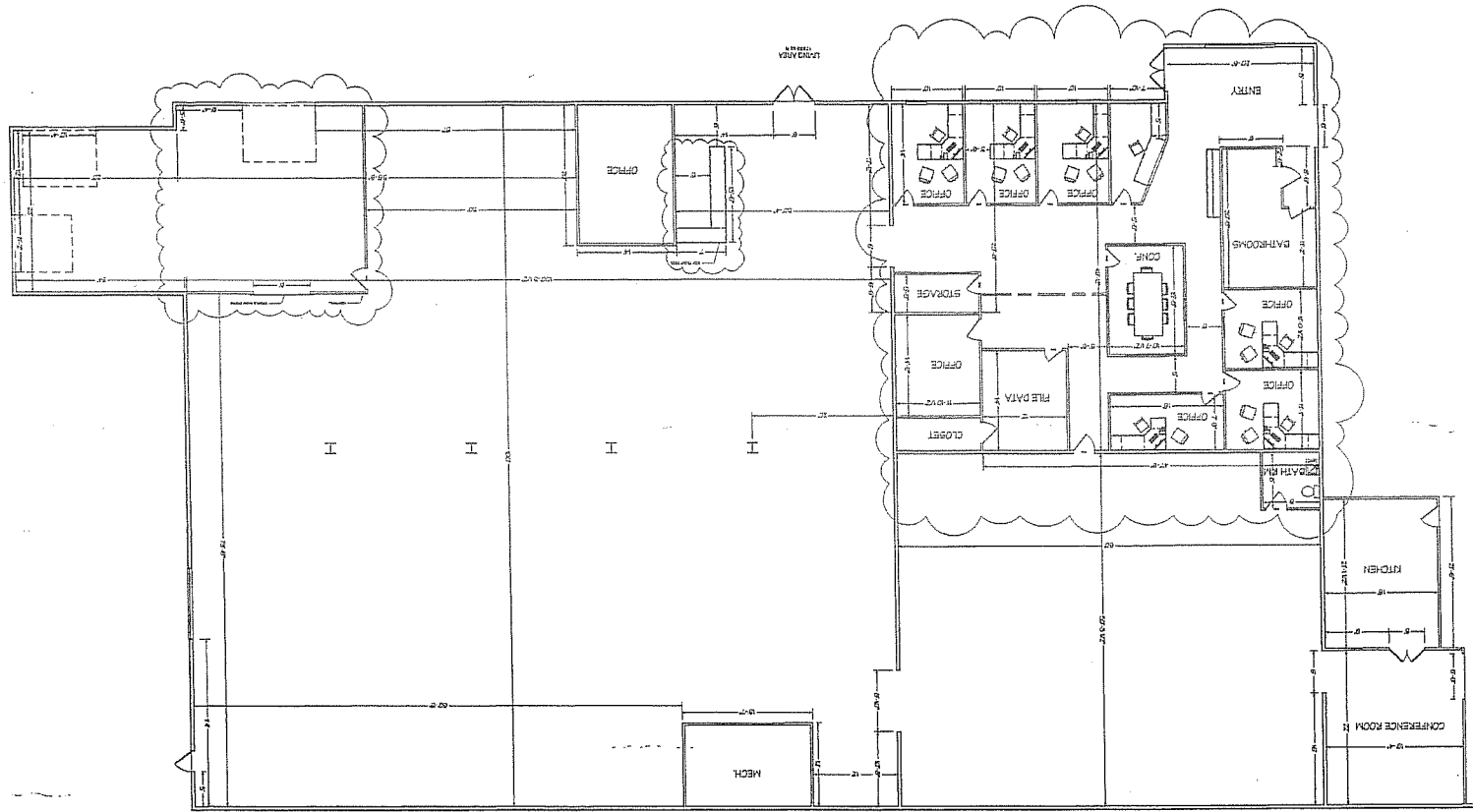
Legal Description of Premises

Exhibit A

A CERTAIN LOT OR PARCEL OF LAND, together with the improvements thereon, situated on the northerly side of Warren Avenue and on the easterly side of Riverside Street in the City of Portland, County of Cumberland and State of Maine, and being lot numbered one (1) as shown on a plan entitled "Plot Plan for Turner Banker Associates" recorded in the Cumberland County Registry of Deeds in Plan Book 96, Page 22, said plan being recorded on August 22nd, 1973.

Exhibit A-1

Floor Plan of Premises



OPTION AGREEMENT

THIS AGREEMENT is made at this 23rd day of June, 2013 between Landlord hereafter referred to as the Seller, and Tenant hereinafter referred to as the Buyer.

RECITALS

- A. Seller is the owner of the Property described in Exhibit A (hereinafter referred to as the "Real Estate").
- B. Buyer is obtaining from Seller an option to purchase the Real Estate as part consideration for the Lease to which this exhibit is attached.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and undertakings hereinafter expressed, the parties agree as follows:

Section 1: Option.

Seller hereby grants to Buyer the exclusive option of purchasing the Real Estate under the terms and conditions set forth herein.

Section 2: Term.

This Option may be exercised and performed by Buyer anytime between 24 months from the Term Commencement Date in the Lease to the end of the 60th month from the Term Commencement Date.

Seller covenants that in the event it sells or otherwise transfers the Real Estate prior to the end of the 60th month from the Term Commencement Date said sale or transfer shall be subject to this Option.

Section 3: Purchase Price.

The option price is \$1,837,710.00 plus any approved maintenance or repair costs pursuant to paragraph 10 of the Lease and less any reductions in value that occur as a result of any takings by eminent domain or other condemnation proceeding of any part of the Real Estate as determined by a Maine licensed appraiser of the Seller's choosing.

Section 4: Exercise.

This option shall be exercised by giving written notice thereof, at any time during the option term or extension thereof, to Seller or their successors and assigns at the following address:

215 Foreside Road
Falmouth, Maine 04105

Such notice may be sent first class mail, postage prepaid, or delivered by hand.

Section 5: Payment.

The purchase price shall be in cash or certified funds.

Section 6: Closing.

Closing shall occur within 60 days of receipt of the notice from Buyer to Seller but in no event later than the end of the 60th month from the Term Commencement Date.

Section 7: Warranties and Title.

Conveyance shall be made by Quitclaim Deed with Covenants conveying good and marketable title to said real estate, as defined by the standards adopted by the Maine Bar Association, free and clear of all liens and encumbrances.

Section 8: Succession.

This Agreement and the provisions herein shall be binding on the respective heirs, personal representatives, successors and assigns of Seller and Buyer.

Section 9: Miscellaneous.

9.1: Transfer Tax. State of Maine Transfer Taxes shall be paid by Buyer and Seller.

9.2: Legal Fees. Buyer and Seller shall be responsible for their own legal fees for services including, without limitation, the preparation of documents, review of documents and attendance at closing, if any.

9.3: Entry.

Buyer shall have the right to enter upon the Real Estate at reasonable times for the purpose of making studies for Buyer's development of the Real Estate.

9.4: Possession.

At the time of recording of the deed by Buyer, Seller will deliver over exclusive Possession of the Real Estate to Buyer.

9.5: Brokers.

Neither party has retained a real estate broker in this transaction.

9.6: Time.

Time is of the essence in all matters relating to this Agreement.

9.7: "As Is" Condition. The real estate will be sold in "as is" physical condition, and Seller makes no representations to Buyer whatsoever as to the physical state of same. This limitation shall prevail through the Closing, and no further writing shall be necessary with respect thereto. Seller represents to Buyer, which representation shall remain in effect through the Closing, that Seller has not been advised by any governmental agency or authority that the real estate is in violation of any law, statute or regulation.

9.8: Governing Law. This Agreement and the transaction contemplated by it shall be governed by the laws of the State of Maine.

9.9: Entire Agreement. This Agreement contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this Agreement shall have any force and effect.

9.10: Assignment. This Agreement is assignable by Seller.

Section 10: Representations and Warranties. Seller represents and warrants to Buyer that, as of the date of this Agreement and as of the date of the Closing:

10.1: No Pending Litigation Affecting Real Estate. There is no action, suit, legal proceeding or other proceedings pending or threatened (or, to the best knowledge of Seller, any basis therefor) against Seller affecting any portion of the Real Estate in any court or before any arbitrator of any kind or before or by any governmental body.

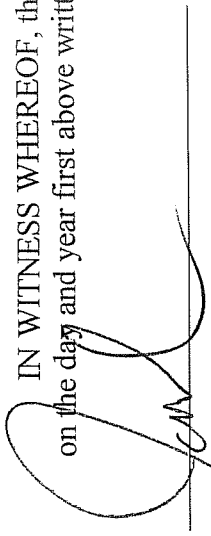
10.2: No Leases or Contracts. There are no leases, subleases or agreements concerning the leasing, subleasing or occupancy of the Real Estate other than as disclosed 30 days prior to closing. There are no service contracts, maintenance agreements or other agreements with respect to the Real Estate other than as disclosed 30 days prior to closing.

Upon request prior to the exercise of the Option, Seller shall make available for Buyer's review all leases, subleases or agreements concerning the leasing, subleasing or occupancy of the Real Estate along with all service contracts, maintenance agreement or other agreements with respect to the Real Estate.

10.3: Unencumbered Title. Seller is the owner of the Real Estate free and clear of all liens, rights to liens, claims, encumbrances, and other matters affecting title, subject only to those easements of record and to any lien or encumbrance securing an indebtedness of a definitely ascertainable amount, which lien or encumbrance shall be released at or prior to the Closing.

Section 11: Short Form for Recording. Buyer may wish to give notice of this Option through a recordation in the Cumberland County Registry of Deeds. Seller and Buyer agree that the entire contents of this Option need not be made public through such recording. Accordingly, a reduced

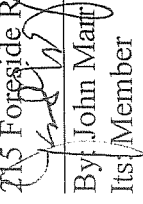
version of this Option may be executed simultaneously with the execution of this Option, and Seller agrees that only the reduced version shall be so recorded. The reduced version of this Option when recorded shall serve as notice to all of the contents of the complete version of this Option Agreement.



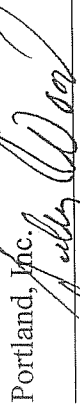
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.



715 Foreside Road, LLC


By: John Mart
Its Member

Habitat For Humanity Greater
Portland, Inc.


By: Geoffrey Wood
Its Executive Director