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Inspections Division
Date: 01/23/14

ROBERT E. YOUNG, SR.

LEASE AGREEMENT

LEASE made this 18 day of NOV 2013 by ROBERT E. YOUNG, SR. ("Landlord") with a mailing address of **Robert E. Young, Sr.** c/o CBRE|Boulos Asset Management, One Canal Plaza, Suite 500, Portland, ME 04101 and **Gowen Inc. DBA Gowen Power Systems,** ("Tenant") with a mailing address of P.O. Box 3542, Portland, ME 04104.

1. PREMISES LEASED. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord, approximately 5,000 +/- s.f. of office/warehouse space ("Leased Premises"), located at 41 Evergreen Drive (the "Complex"), Cumberland County, Portland, Maine, together with the right to the nonexclusive use in common with others of all such parking areas, driveways, corridors, sidewalks, loading facilities and other common areas and facilities as may be designated by Landlord.

2. TERM. The term of this Lease shall be five (5) years and two (2) months commencing on December 1, 2013 and terminating on January 31, 2019.

3. RENEWAL TERM: Provided Tenant is not in default, Tenant shall have one (1) option to renew for a term of five (5) years under the same terms and conditions of the existing Lease except for Base Rent. The Base Rent for the first year of said Renewal Term shall be the Base Rent for the last year of the then current term plus 2.5% percent annual increases for each year of the extended term. The option to renew shall be exercised if Tenant notifies Landlord, in writing, no less than nine (9) months prior to the end of the then current term. Should Tenant fail to exercise its Option to Renew, Tenant shall have no further renewal right to extend the Lease pursuant to this clause.

4. RENT. (a) Base Rent. Tenant covenants and agrees to pay Base Rent on the first of each and every month, in equal monthly installments, without set-off or deduction, as follows:

   December 1, 2013 – January 31, 2014: The monthly Base Rent shall be $0.00. Tenant shall be responsible for Leased Premises utilities.
   February 1, 2014 – January 31, 2015: The monthly Base Rent shall be $1,875.00.
   February 1, 2015 – January 31, 2016: Then monthly Base Rent shall be $1,921.88.
   February 1, 2016 – January 31, 2017: Then monthly Base Rent shall be $1,969.92.
   February 1, 2017 – January 31, 2018: Then monthly Base Rent shall be $2,019.17.
   February 1, 2018 – January 31, 2019: Then monthly Base Rent shall be $2,069.65.

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(b) Triple Net Expenses. In addition to Base Rent, Tenant shall also pay its proportionate share of the property's Triple Net Expenses, as further detailed in Paragraphs 7, 8 and 14, on the first of each and every month, in equal monthly installments, without set-off or deduction, as follows:

Triple Net Expenses are currently estimated at $2.60/SF as shown on attached Exhibit A.

Commencing February 1, 2014 the monthly estimated Triple Net Expenses shall be $1,083.33.

(c) Security Deposit. Tenant shall deposit with Landlord the sum of $1,875.00. The deposit will represent the security deposit due under the Lease. Said deposit will be returned to Tenant at the end of the Lease term, provided the Leased Premises are left in good repair ("broom clean"), and provided Tenant is not in default of the Lease. Tenant shall not be entitled to interest on said Security Deposit.

5. LANDLORD'S WORK: Landlord shall complete the following work.

(a) Tenant shall reimburse Landlord $5,000.00 upon completion of work as listed in this paragraph (a). Tenant agrees work can be done during its occupancy.

i. Install a manual 12' x 11'6" overhead door; work to include all engineer, masonry, carpentry and permitting costs.

ii. Install one Modine HSB-86S1 62,000 BTU Hydronic unit, connect piping to existing zone that serves the warehouse, install new zone valve with isolation valves at the boiler. All related line voltage wiring, control wiring, and one 7 day programmable thermostat.

(b) Landlord shall at its sole cost and expense complete the following:

i. Remove the built in counter located in front room by entry and repair carpet.

ii. Install a 3' x 2' one way mirror in front office wall by entry.

iii. Extend A/C duct into the computer room

Any additional improvements to the Leased Premises will be done at Tenant's sole cost and expense providing Landlord has given prior written approval and work is done in compliance with all local, state, and federal building codes and ordinances.

6. SECURITY DEPOSIT. Tenant shall deposit with Landlord the sum of $1,875.00. The deposit will represent the security deposit due under the Lease. Said deposit will be returned to Tenant at the end of the Lease term, provided the Leased Premises are

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left in good repair ("broom clean"), and provided Tenant is not in default of the Lease. Tenant shall not be entitled to interest on said Security Deposit.

7. REAL ESTATE TAXES. Tenant shall pay when due it's pro rata share of all real estate taxes, betterments and assessments of every kind and description assessed or levied against the Complex as determined in Paragraph 8(c). In the event landlord is required to pay to any taxing authority any amount as sales taxes, gross receipt taxes, or any tax of like nature specifically measured as a percentage of, or fraction of, or other factors based upon the rent payable hereunder (whether in lieu of, or in addition to, real estate taxes) then such amounts shall be treated as real estate taxes hereunder. Any amounts which are payable to the Landlord pursuant to the provisions of this paragraph shall, at the option of the Landlord, be payable on a monthly, quarterly, or other time interval basis. In addition, in the event Landlord is required to pay to any taxing authority any amounts as income taxes which are in lieu of real estate taxes then such amounts shall be treated as real estate taxes hereunder; provided, however, that this sentence shall not be interpreted as meaning that Tenant has any responsibility to pay, in part or in whole, any of (or any increase in) Landlord's income taxes to any taxing authority except as the same are assessed and levied in lieu of real estate taxes against the subject premises.

8. MAINTENANCE OF COMMON AREAS.

   a) Landlord shall cause all common areas including the parking facilities and sidewalks, and lighting thereof, to be maintained in reasonably good repair and clean condition at all times during the term of this Lease. Landlord agrees that Tenant may during the term, with others, have the non-exclusive right to use parking facilities which may from time to time be available for the parking of motor vehicles of Tenant, its officers, agents, employees, and customers while doing business on the complex; but it is understood and agreed that Landlord shall have the right to designate from time to time and to change (including elimination of portions thereof at Landlord's sole discretion) from time to time, the location, size, shape and direction of common areas, parking facilities, sidewalks and traffic lanes so long as reasonable access is maintained to the Leased Premises. Tenant agrees to cause its employees to park their motor vehicles only in such areas as Landlord may from time to time designate as employee parking areas; such employee parking areas may be located outside of the tract of land on which the Complex is located, provided the same shall be within a walking distance of the Complex. If any employee of Tenant shall park his or her car in an area other than the designated employee parking areas, Landlord shall have the right to have any such car towed away at Tenant's expense. Notwithstanding the foregoing Landlord shall have the right to permit other persons or entities from abutting parcels of land to park motor vehicles in designated parking areas at the Complex, and Tenant hereby acknowledges and consents to the same. Tenant shall have the right to park one (1) box truck along the tree line located behind their rear entrance, so long as it does not interfere with other tenants and snow removal.

   b) All costs and expenses of every kind and nature paid or incurred by Landlord in operating, managing the "Complex", equipping, policing, lighting,

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snowplowing, repairing, replacing, and maintaining all common area parking facilities (including any parking structure subsequently installed for the common use of customers and employees), sidewalks, and all other common areas (including, but without limitation, all landscaping and gardening) shall be prorated, and Tenant shall share therein in the manner hereinafter provided. Such costs and expenses shall likewise include (but shall not be limited to) water and sewer charges; premiums for liability, property damage, fire, workmen's compensation, and all other insurance carried by Landlord with respect to the complex; wages, unemployment taxes, social security taxes, personal property taxes and assessments, but there shall be excluded costs of equipment properly chargeable to capital account and depreciation of the buildings, parking facilities, enclosed areas, and other common areas.

c) Tenant's prorata share of the costs and expenses set forth in this Paragraph shall be determined by multiplying the total amount of costs and expenses assessed against the Complex by a fraction, the numerator of which is the total number of square feet of floor area in the Leased Premises, and the denominator of which shall be the total square feet of leasable areas in the Complex. As of the date of this Lease, Tenant's prorata share is 50%. Tenant's prorata share shall be paid in monthly installments, in the amount estimated by Landlord, on the first day of each and every calendar year, in advance. Within ninety (90) days after the end of each calendar year during the term hereof, at Landlord's option, Landlord shall furnish to Tenant a statement in reasonable detail setting forth the computation of such total costs and expenses; thereupon there shall be a prompt adjustment between Landlord and Tenant, with payment to, or repayment by, Landlord, as the case may require. Landlord shall be free to rent all or portions of the Complex.

9. LATE CHARGES. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Complex. Accordingly, if any installment of rent or such amount due from Tenant shall not be received by Landlord within five (5) days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to four percent (4%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In the event the late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding Paragraph 4 or any other provision of this Lease to the contrary.

10. UTILITIES. (a) Tenant shall pay for all charges for utilities, including without limitation, gas, electricity, lights, heat, and power used, rendered or supplied upon or in connection with the Leased Premises. Tenant shall reimburse Landlord for any

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utility not separately metered in accordance with Paragraph 8(c). Tenant at its sole cost and expense, shall be responsible for any telephone, or other communication services used, rendered or supplied upon or in connection with the Leased Premises. Tenant agrees to pay to Landlord any increase in water & sewer usage above normal average use. Said normal average use shall be calculated based on six (6) month actual usage prior to Lease Commencement.

(b) Fuel: Landlord shall supply Tenant with a full tank of oil at Occupancy and Tenant agree that Tenant will, upon the later of vacating the premises or termination of the Lease, fill the oil tank or Landlord shall have the right to charge Tenant for the cost to fill said tank.

11. USE OF LEASED PREMISES. It is understood and agreed by Tenant that the Leased Premises shall be used and occupied by Tenant only for the purpose of sales and service of generators and general business consulting, and general office space and for no other use(s) whatsoever. No animals shall be brought into or kept in, on or about Tenant's Leased Premises or the property.

12. MAINTENANCE AND REPAIR. Tenant shall at all times maintain the Leased Premises in the same order and repair as they are in at the commencement of the Lease, keep all fixtures and equipment in the Leased Premises, including without limitation doors, windows, all heating, air conditioning, (with regard to the HVAC system, if applicable, Tenant will implement an annual maintenance program with a certified HVAC contractor and supply Landlord with a copy of the maintenance contract), plumbing, electrical and mechanical fixtures and equipment, reasonable use and wear, and damage by fire or casualty only excepted; and Landlord agrees to make all repairs and do all other work necessary, and Tenant agrees to reimburse Landlord upon receipt of invoice. At the expiration of the term, Tenant shall surrender the Leased Premises to Landlord in the same condition as they were in at the commencement of the Lease, reasonable use and wear and damage by fire or other casualty only accepted. Tenant shall remove all its trade fixtures and any alterations or improvements except as provided in Paragraph 13 below, before surrendering the Leased Premises and shall repair any damage to the Leased Premises and/or the Complex caused by such removal. Except as specifically set forth herein, Landlord shall have no obligation in any manner whatsoever to repair and maintain the Leased Premises or the Complex or the equipment therein, such obligations being specifically assumed by Tenant in accordance with the terms of this Paragraph 12. Tenant shall be responsible to keep its Leased Premises entrances including its' bay door clear of snow and ice. Tenant shall at its sole cost and expense, have the boiler/furnace(s) cleaned on an annual basis and provide Tenant with a copy of the service report upon completion. Tenant shall be responsible for its janitorial services for the Leased Premises. Tenant shall at its sole cost and expense provide a dumpster and/or portable waste containers for the removal of waste for its Leased Premises; said dumpster is to be located at a mutually agreed upon location at the Complex. Tenant shall keep said dumpster area clear of debris. Tenant shall be responsible for the removal of pallets on a weekly basis, if applicable.

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13. SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS.

a. Tenant shall not make or cause to be made any alterations, additions or improvements, erect any sign(s) or make any changes to the Leased Premises or the Complex, without first obtaining Landlord's written approval and consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Tenant shall promptly remove any liens or encumbrances against the Leased Premises or Complex that may arise as a result of such alterations, additions, or improvements.

b. All alterations, decorations, signs, awnings, canopies, fixtures, additions and improvements made by Tenant (except all heating, plumbing, electric and gas fixtures permanently affixed to Leased Premises and/or the Complex without payment therefore by Landlord) shall remain the property of Tenant for the term of this Lease. Upon expiration of the term, Tenant shall remove all such alterations, decorations, signs, awnings, canopies, fixtures, additions and improvements and restore at its sole cost and expense the Leased Premises and the Complex as provided in Paragraph 12 above. If Tenant fails to remove such alterations, decorations, signs, awnings, canopies, fixtures, telephone equipment and telephone and data wiring, additions and improvements and to restore the Leased Premises and/or the Complex, then upon the expiration of this Lease, or any extension thereof, and upon Tenant's removal from the Leased Premises, Landlord may elect that all such alterations, decorations, signs, awnings, canopies, fixtures, additions and improvements shall become property of the Landlord.

c. Any signage installed on the building, pylon and common directory, if applicable, shall be done by the Landlord at Tenant's sole cost and expense and to the Complex standards and size.

14. INSURANCE.

a) Landlord shall maintain a policy of fire and extended coverage insurance on the Leased Premises in such amounts and with such companies as shall from time to time be satisfactory to Landlord. Tenant to pay its prorata share.

b) Tenant shall maintain a policy of public liability insurance insuring Landlord and Tenant, said policy to be in such amounts and with such companies as shall from time to time be satisfactory to Landlord, but in no event having a combined single limit of less than Two Million Dollars ($2,000,000.00).

c) In addition to the insurance required under subparagraphs (a) and (b) of this Paragraph 14, Tenant shall maintain insurance against such other hazards as Landlord may from time to time reasonably require.

15. INDEMNIFICATION.

a) Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all claims for injury to persons or damage to property in or about the Leased Premises or arising in any way from the use or condition of

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or other debtor relief law and the same shall not be dismissed within thirty (30) days from the date upon which it is filed, then, and in any of said cases (notwithstanding any license or any former breach of covenant or waiver of the benefit hereof or consent in a former instance), this Lease shall, at Landlord's option, be forfeited by Tenant and terminate without prior notice to Tenant and upon such termination or forfeiture Landlord may expel Tenant and those claiming through or under Tenant from the Leased Premises in accordance with Maine Law, and remove their effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any rights or remedies which might otherwise be used for arrears of rent or previous breach of covenant, and upon such entry, all rights of Tenant under this Lease shall terminate; and Tenant covenants that in case of such termination, Tenant shall pay to Landlord for the remainder of the original term and of any extension thereof on the last day of each calendar month the difference, if any, between the rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Leased Premises, if any. The Landlord shall make reasonable effort to secure a rental equal to the prevailing local rate for the Leased Premises. In addition, Tenant agrees to pay to Landlord, as damages for any above described breach, all reasonable costs of reletting the Leased Premises including, but not limited to real estate commissions, attorneys' fees, court costs, and reasonable renovations to the Leased Premises to suit the new Tenant.

b) If Tenant shall default in the performance or observance of any covenant, agreement, or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure any such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for accounting of Tenant; any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to immediately reimburse Landlord therefor, as additional rent, or save Landlord harmless therefrom.

c) Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable period of time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Complex whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within 30-day period and thereafter diligently prosecutes the same to completion. Tenant agrees to look solely to Landlord's interest in the Complex for recovery of any judgment from Landlord; it being agreed that Landlord and its partners are not personally liable for any such judgment.

d) Notwithstanding anything in this Lease to the contrary, Tenant, for itself and its heirs, successors and assigns hereby knowingly, willingly, and voluntarily

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the Leased Premises, and against any costs or damages which Landlord may incur by reason of the assertion of any such claims.

b) Tenant hereby agrees not to handle, store or dispose of any hazardous or toxic waste or substance upon the premises which is prohibited by any federal, state or local statutes, ordinances or regulations. Tenant hereby covenants to indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liabilities or cleanup costs arising out of Tenant's use, handling, storage or disposal of any such hazardous or toxic wastes or substances on the Leased Premises.

16. ASSIGNMENTS AND SUBLETTING. Tenant shall not assign this Lease or sublet the Leased Premises or any part thereof, without prior written consent of Landlord.

17. DAMAGE OR DESTRUCTION BY FIRE, EMINENT DOMAIN OR CASUALTY. In the event that the Leased Premises or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty that the Leased Premises are thereby rendered wholly untenantable, Landlord and Tenant may mutually agree to terminate this lease and the rent shall be pro-rated as of the date of such termination. All insurance proceeds payable as a result of such damage or destruction to and all Eminent Domain proceeds awarded by virtue of a taking of the Leased Premises and/or the Complex shall be the sole property of the Landlord. If Landlord does not so elect, or if the Premises are rendered partially untenantable, then there shall be an appropriate abatement of rent, and Landlord shall have a reasonable period of time, not to exceed one hundred twenty (120) days from the date of such casualty, in which to restore the Premises.

18. TENANT'S PROPERTY All merchandise, furniture, fixtures, effects and property of every kind, nature or description of Tenant and of all persons claiming through or under Tenant which may be in the Leased Premises during the term or any occupancy by Tenant thereof, shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes or other pipes, by theft or from any other cause, no part of said loss or damage is to borne by Landlord.

19. DEFAULT.

a) If Tenant shall neglect or fail to make any rental payment within five (5) days after its due date, or if Tenant shall fail to cure (or to commence to cure) a default in the performance of any of the other of Tenant's covenant's, agreements or obligations within thirty (30) days after date of notice of such default by Landlord, or if the Tenant, having commenced to cure a default within the thirty (30) day period but said default could not reasonably have been cured within said thirty (30) day period, shall fail to complete the curing of the default without unreasonable delay, or if the leasehold hereby created shall be taken on execution, or by other process of law, or if any assignment shall be made of Tenant's property for the benefit of creditors, or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's property, or if Tenant commits any act of bankruptcy, insolvency

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waives any and all rights such party may have to a trial by jury in And Forcible Entry and Detainer (FED) action or proceeding brought by the Landlord, or Landlord's successor and/or assigns based upon, or related to, the provisions of this Lease. Landlord and Tenant hereby agree that any such FED action or proceeding shall be heard before a single judge of the Maine District Court or a single justice of the Maine Superior Court, or a Federal District Court Judge sitting in the District of Maine.

20. ESTOPPEL CERTIFICATE. (a) Tenant shall at any time upon ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Complex. At Landlord's option, Tenant's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one month's rent has been paid in advance; or such failure may be considered by Landlord as a default by Tenant under this lease.

    a) (b) If Landlord desires to finance, refinance, or sell the Complex, or any part thereof, Tenant hereby agrees to deliver to any lender or purchaser designated by Landlord such financial statements of Tenant as may be reasonably required by such lender or purchaser. Such statements shall include the past three (3) years financial statements of Tenant. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

21. SUBORDINATION. This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Complex and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Leased Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor shall elect to have this Lease made prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior to subsequent to the date of said mortgage, deed or trust, or ground lease or the date of recording thereof. Tenant agrees to execute any documents required to effectuate an attornment, subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant.

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22. LANDLORD'S ACCESS. Landlord and Landlord's agents shall have the right to enter the Leased Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Leased Premises or to the Complex as Landlord may deem necessary or desirable. Landlord may at any time, place on or about the Leased Premises any ordinary "For Sale" signs and Landlord may at any time during the last one hundred eighty (180) days of the term hereof, place on or about the Leased Premises any ordinary "For Lease" signs, all without rebate of rent or liability to Tenant.

23. 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; if intended for Landlord, addressed to it at the address set forth on the first page of this Lease, (or to such other addresses as may from time to time hereafter be designated by Landlord); if intended for Tenant, addressed to it at the address set forth on the first page of this Lease (or to such other address or addresses as may from time to time hereafter be designated by Tenant in writing by like notice).

    a) After receiving written notice from any person, firm, or other entity, stating that it holds a mortgage on the Complex, 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 opportunity to cure any default, and the same 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 Complex.

    b) All notices shall be deemed effective when mailed.

24. LICENSES AND PERMITS. Tenant shall, at its sole cost and expense, obtain all licenses and permits, including Certificate of Occupancy, required by any governmental or regulatory authority as a result of Tenant's use of the Leased Premises and will keep the Leased Premises equipped with all safety appliances and equipment required by such use. Tenant shall maintain the Leased Premises in a clean, sanitary and safe condition in accordance with the laws of the State of Maine and ordinances of the City of Portland, Maine, and in accordance with all directions, rules, regulations of the Health Officer, Fire Marshall, Building Inspector, and other proper officers of the governmental agencies having jurisdiction over the Lease Premises. It is the responsibility of Tenant to determine all zoning information and secure all necessary or required permits and approvals for its proposed use of the subject premises. Landlord and Landlord's agent, CBRE|The Boulos Company, make no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the subject premises for Tenant's intended use. Notwithstanding the above the Landlord shall, at a 50/50 split with the Tenant, acquire Building Permit(s) required for the Landlord's Work as shown in Paragraph 5 and Tenant agrees to split the cost of said Building Permit(s) on a 50/50 basis.

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25. HOLDING OVER. If Tenant retains possession of the Premises or any part thereof after the termination of the term of this Lease, Tenant shall pay the Landlord rent at one and a half the monthly rate specified in Paragraph 4 for the time Tenant thus remains in possession and, in addition thereto, shall pay Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession.

26. BROKERAGE COMMISSION. In accordance with the Broker's signed listing agreement with the Landlord, Landlord shall be responsible for payment of the brokerage commission to CBRE|The Boulos Company, who shall co-broke with NAI The Dunham Group, per separate agreement between the brokerage agencies.

27. MISCELLANEOUS. The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant. In the event of any transfer of Landlord's interest in the Leased Premises, the Landlord or any subsequent transferor shall cease to be liable and shall be released from the part of the Landlord to be performed or observed subsequent to the time of said transfer, it being understood and agreed that from and after said transfer, the transferee shall be liable. The words "Landlord" and "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Landlord or Tenant herein, be the same one or more; and if there shall be more than one Landlord or 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 and Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make provisions of this lease apply in the plural sense 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.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESSETH:

Witness

LANDLORD: Robert E. Young, Sr.
By: CBRE|Boulos Asset Management, as Agent

Michelle L. Donovan
Property Manager

TENANT: Gowen Inc.
DBA Gowen Power Systems

Witness

By: Joseph M. Schmader
Its: President