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# LEASE AGREEMENT

This document is a lease agreement made as of September 1, 2014 by and between **GLICOS REALTY TRUST, GEORGE E. GLICOS AND DEAN GLICOS, TRUSTEES**, of 6360 23rd Lane, North, St. Petersburg, Florida 33702-5600, ("Landlord") and **RIVERTON CONVENIENCE STORE & GAS, LLC**, a Maine Limited Liability Company ("Tenant").

## 100. PREMISES

101. **Premises**: In consideration of the rent and covenants contained in this Lease, the Landlord hereby leases to the Tenant, and the Tenant hereby accepts from the Landlord, the parcel of land with all buildings and improvements, including the gasoline tanks in the ground, located at 1585 Forest Avenue, Portland, Maine, and more particularly described in the Warranty Deed dated December 1, 1977 from Preston T. Wentworth to George Glicos and recorded on December 2, 1977 in the Cumberland County Registry of Deeds in Book 4141, Page 214, and in Warranty Deed dated October 22, 1992 from George Glicos to George Glicos and Urania Glicos, as joint tenants, and recorded on October 30, 1992 in said Registry of Deeds in Book 10368, Page 111, and in a deed from George Glicos and Urania Glicos to Landlord dated February 6, 2012, and recorded in the Cumberland County Registry of Deeds.

102. **Condition of Premises**: Tenant acknowledges that it has inspected the Premises prior to taking possession, that it is satisfied with their condition, and that it accepts them on an "as is", "where is", and "with all defects" basis.

103. **Tenant's Improvements and Fixtures**: All fixtures and improvements installed by Tenant in the Premises shall remain the property of Tenant and may be removed by Tenant at any time during or at the expiration of the term of the Lease; provided, however, that Tenant shall remove its fixtures and improvements at or before the expiration of the term of the Lease, and in the case of damage to the Premises by reason of such removal, restore the Premises to substantially the same order and condition as existed at the beginning of the term. Any fixtures, improvements or other personal property not removed at the end of the term of this lease shall be deemed abandoned by Tenant and shall become the property of Landlord. Tenant hereby waives any claim to such fixtures, improvements or personal property, and agrees to indemnify Landlord

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against all costs and expenses incurred by Landlord in storing, removing and disposing of any such fixtures and personal property.

Once this lease is executed and Tenant has obtained all insurance described below, Tenant may occupy the Premises to begin its leasehold improvements.

104. **Alterations, Additions and Improvements**: Leasehold improvements may be made by the Tenant, including, but not be limited to, finishing of interior space, plumbing, mechanical and/or electrical work, provided that prior to the commencement of any such alternations or improvements the Landlord shall in each case have approved in writing the plans and specifications thereof. If within thirty (30) days after such plans and specifications are submitted by the Tenant to the Landlord for such approval, the Landlord shall not have given the Tenant notice of disapproval thereof, stating the reason for such disapproval, such plans and specifications shall be considered approved by the Landlord. All work done by Tenant shall be done in a good and workmanlike manner and in accordance with all applicable municipal, state and federal building codes, ordinances and regulations. All alterations, decorations, additions and improvements (except movable trade fixtures) shall become the property of Landlord.

105. **Repairs and Maintenance**: Tenant shall at its own expense maintain the Premises and keep them in good and safe condition and repair. Specifically, but without limitation, the parking lot and other paved areas shall be maintained at the Tenant's expense, and the Tenant shall also, at its own expense, put and maintain in thorough repair and keep in good and safe condition, free from dirt, snow, ice, rubbish, and other obstructions or encumbrances, the sidewalks, railings, gutters, driveways, parking areas, curbs and planted areas on the Premises. Upon the expiration of the term of this Lease, Tenant shall surrender the Premises in as good condition, reasonable wear and tear excepted, as the Premises were in at the beginning of this Lease. Specifically excepted from this obligation of repair shall be any structural repairs, such as the roof and the gasoline tanks in the ground, which the Landlord shall be responsible for keeping in good repair. Should any structural components, such as the roof or gasoline tanks and pipes in the ground, fail so that Tenant's business is interrupted, then rent shall be abated accordingly while Landlord repairs the failed structural component. All repairs and replacements shall be in quality and class at least equal to the original work. If Tenant fails to make any such repairs or replacements, the Landlord may, but shall not be required to, make such repairs and replacements for the Tenant's account, and the expense thereof shall constitute and be collectible as additional rent.

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## 200. TERM

201. **Term**: The term of this Lease shall be for period of ten (10) years, commencing on September 1, 2014, and, unless sooner terminated as herein provided, terminating on August 31, 2024.

202. **Option**: At the expiration of the term, Tenant shall have an option for renewal for five (5) years at the then fair market rent which must be agreed upon by Landlord and Tenant.

## 300. RENT and EXPENSES

301. **Base Rent**: Tenant agrees to pay to Landlord during the initial term in the amounts, in the manner and subject to adjustment all as set forth below, payable in equal monthly installments, said rent payable in advance on the first day of each month, and shall be paid without notice or demand and without abatement, deduction or setoff. All rent and other payments to be made by Tenant to Landlord shall be made to Landlord and on or before the due date by direct deposit to an account or accounts established in the name of the Landlord, which account(s) information will be provided by Landlord to Tenant at the commencement of this Lease. Landlord may change the account or accounts at any time by providing written notice to Tenant providing the new account information and instructions for deposit, which notice shall be at least 15 days in advance of the next due date. Rent for any partial month at the beginning or end of the Term shall be pro-rated.

August through and including 8/31/2024 $2,700.00 per month

302. **Expenses—Additional Rent**: It is the intention of the Landlord and the Tenant that the base rent herein specified shall be net to the Landlord in each year during the term of this Lease, that all costs, expenses and obligations of every kind relating to the leased premises (except as otherwise specifically provided in this Lease) which may arise or become due during the term of this Lease shall be paid by the Tenant, and that the Landlord shall be indemnified by the Tenant against such costs, expenses, and obligations. All sums which may be due and payable by the Tenant shall be payable upon the sooner of (1) Landlord's demand, or (2) when sums are due and payable to third parties, or as otherwise provided herein. All taxes, charges, costs and expenses which the Tenant is required to pay under this Lease, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all damages, costs

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and expenses which the Landlord may incur by reason of any default of the Tenant or failure on the Tenant's part to comply with the terms of this Lease, shall be deemed additional rent and, in the event of nonpayment by the Tenant, the Landlord shall have all the rights and remedies with respect thereto as the Landlord may have for the nonpayment of the base rent.

(a) **Utilities**: Tenant shall provide at its own cost and expense all utilities and outside services which may be required by the Tenant in its use and occupancy of the Premises, including heat, air conditioning, electricity, telephone, internet connectivity, cable, water, sewer, oil, gas, rubbish removal, snow removal, and landscaping.

(b) **Real Estate and Personal Property Taxes**: Tenant shall pay all real estate taxes on the Premises and any personal property on the Premises, with one-twelfth (1/12th) of the estimated real estate taxes for the following year being paid by direct deposit to Landlord along with each installment of Base Rent as payable and paid under Section 301 of this Lease. At the time Landlord pays each installment of real estate taxes to the City of Portland, the actual real estate taxes paid to the City shall be reconciled with the estimated real estate tax installments by the Tenant to the Landlord and the Tenant shall then pay to the Landlord any shortfall, if any, and the Landlord shall credit to the Tenant any excess payments, if any.

(c) **Insurance Payments**: Tenant shall pay all insurance costs described in Section 400 below, with one-twelfth (1/12th) of the annual insurance premiums being paid to the insurance carrier each month or one-twelfth (1/12th) of the estimated insurance premiums for the following year being paid by direct deposit to Landlord along with each installment of Base Rent as payable and paid under Section 301 of this Lease.

Tenant shall furnish to Landlord official receipts or other satisfactory proof of payment for all items required to be paid by Tenant within a reasonable time after demand by Landlord.

Tenant may contest the amount or validity of any such expenses by appropriate proceedings. However, the Tenant shall promptly pay such expenses unless (1) such proceedings shall operate to prevent or stay the collection of the expenses so contested and (2) the Tenant shall have deposited with the Landlord the amount so contested and unpaid, together with a sum sufficient to cover all charges that may be assessed against the Premises in such proceedings. Upon termination of such proceedings, the Tenant shall deliver to the Landlord proof of the amount of the contested expense as finally determined, and thereupon the Landlord shall, out of

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refund the balance to the Tenant. If the sum deposited with the Landlord is insufficient to pay the full amount of such contested expense and other charges, the Tenant shall immediately pay any such deficiency. If, at any time during such proceedings, the Landlord shall deem the amount deposited with the Landlord insufficient, the Tenant shall, upon demand, deposit such additional sums as the Landlord may reasonably request. The Landlord, at the Tenant's sole expense, shall join in any such contest proceedings if any law shall so require. Any sums deposited with the Landlord shall be held in a trust account.

The Landlord appoints the Tenant the attorney-in-fact for the Landlord for the purpose of making all payments to be made by the Tenant pursuant to this Lease to persons or entities other than the Landlord. In case any person or entity to whom any sum is directly payable by the Tenant under this Lease shall refuse to accept payment of such sum from the Tenant, the Tenant shall give written notice of such fact to the Landlord and shall pay such sum directly to the Landlord, who shall thereupon pay such sum to the person or entity to whom it is due.

303. **Security Deposit**: Tenant shall deposit with Landlord a security deposit in the amount of $2,700.00 as security for the full and faithful performance of the provision of this Lease to be performed and observed by Tenant. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, Landlord may use, apply or retain all or any part of the security deposit for the payment of any rent or other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the security deposit is so used or applied, Tenant shall, within five (5) days after receiving written demand from Landlord, deposit funds with the Landlord in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the security deposit separate from its general funds and Tenant shall not be entitled to interest on the security deposit. If Tenant shall fully and faithfully perform and observe every provision of this Lease to be performed and observed by it, the security deposit or any balance of it shall be returned to Tenant within 30 days of the expiration of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease. In the event of a conveyance of the land and building of which the Premises form a part,

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Landlord shall have the right to transfer the security deposit to the new owner(s), Landlord shall be released by Tenant from all liability for the return of the security deposit when Landlord sends Tenant written notice of the transfer, and Tenant agrees to look solely to the new owner for the return of the security deposit. It is agreed that these provisions shall apply to every transfer or assignment made of the security deposit to a new owner. No mortgagee shall be responsible for the security deposit unless such mortgagee shall have actually received the security deposit. Tenant covenants that it will not assign or encumber or attempt to assign or encumber the security deposit and that neither Landlord nor its successors shall be bound by any such assignment or encumbrance.

## 400. Insurance and Liability

401. **Property Insurance**: At the sole cost and expense of Tenant, the Tenant, to the satisfaction of the Landlord, shall keep the Premises insured against damage and destruction in an amount sufficient to protect Landlord's investment in the Premises. Tenant shall pay all such insurance premiums directly, or to the Landlord within 10 business days of request by the Landlord, and the amount thereof shall be deemed to be, and be paid, as additional rent.

402. **Landlord's Liability Insurance**: Tenant, to the satisfaction of Landlord, shall maintain liability insurance to protect Landlord for any claims made against Landlord as owner of the Premises. Tenant shall pay all such insurance premiums within 10 business days of request by the Landlord, and the amount thereof shall be deemed to be, and be paid, as additional rent.

403. **Tenant's Activities**: If Tenant's occupancy, use and/or leasehold improvements shall directly cause any increase in property/liability insurance, Tenant agrees to pay all such additional insurance costs.

404. **Tenant's Public Liability Insurance**: At Tenant's sole cost and expense, paying all such insurance premiums when due and naming Landlord as additional insured or co-insured, Tenant shall maintain public liability insurance for its use of the Premises with contractual liability endorsement in amounts not less than One Million Dollars ($1,000,000.00) for injury to or death of, one person, and Two Million Dollars ($2,000,000.00) for injury to, or death of, more than one person in a single accident or occurrence, and property damage insurance in an amount not less than One Hundred Thousand Dollars ($100,000.00), issued by companies qualified to do business in the State of Maine and acceptable to Landlord, insuring Landlord, Tenant and any designee of

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Landlord against injury to persons or damage to property as herein provided. In no event shall the limits of these policies be considered as limiting the liability of Tenant under this Lease. Tenant shall, upon request of Landlord, give to Landlord certificates of such insurance at or prior to the commencement of the term, and thereafter within ten (10) days prior to the expiration of such policies. Such policies shall, to the extent possible, provide that the insurance policies may not be canceled without at least ten (10) days' prior written notice to Landlord.

405. **Tenant's Personal Property**: All personal property, fixtures and leasehold improvements are installed by Tenant at Tenant's sole risk of loss. Tenant shall obtain any and all insurance coverage for its personal property, fixtures and leasehold improvements.

406. **Tenant's Indemnity**: Tenant shall hold Landlord harmless and indemnify Landlord from and against all injury (including death) to any person and loss of, or damage to, any property while on the Premises or arising (directly or indirectly) out of or in connection with the possession, use, occupation or control of the Premises, and from and against all injury (including death) to any person, or loss of, or damage to, any property anywhere occasioned, or claimed to have been occasioned, by any act, neglect or default of Tenant, its agents, employees, licensees or contractors. This hold harmless and indemnity agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or in defense of any claim or claims on account thereof.

407. **Exoneration of Landlord**: Tenant agrees that Landlord shall not be liable to Tenant or anyone claiming under Tenant for any damage to property or injury (including death) to any person on or near the Premises that has been occasioned by or through (a) failure of the water supply or of any other utility serving the Premises; (b) the action, whether direct or indirect, of the elements; (c) malicious mischief or vandalism; or (d) any other cause whatsoever unless it is caused by or the result of the affirmative acts or negligence of Landlord.

## 500. RIGHTS DURING LEASE

501. **Use of Premises**: The Premises shall be used solely as a convenience store and gasoline station. The Premises shall not be used for any other purpose without the written consent of Landlord. The Premises shall not be used for any illegal purpose, nor in any manner to vitiate the insurance on the Premises.

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502. **Tenant's Covenants**: Tenant covenants and agrees as follows:

(a) to pay rent when due and other expenses as described in Section 300.

(b) to procure any licenses and permits required for any use made of the Premises by Tenant and upon the expiration or termination of this Lease, to remove its personal property and leasehold improvements and those of all persons claiming under it and to yield up peaceably to Landlord the Premises broom clean and in good order, repair and condition in all respects, reasonable wear and tear excepted;

(c) to keep the Premises clean and free from rubbish, trash and garbage and to store all trash and garbage in the area designated by Landlord, and to maintain the Premises neat and clean in appearance;

(d) not to make any use of the Premises which is improper, offensive or contrary to any law or ordinance, nor to permit any act or thing to be done on the Premises which shall constitute a nuisance or which may make void or voidable any insurance on the Premises or the Building; including, but not limited to, receiving, handling, using, storing, treating, shipping or disposing on, at, under or about the Premises or releasing therefrom any Hazardous Substance and items deemed unreasonably hazardous by Landlord's insured, and shall defend and save Landlord harmless from any and all losses, claims, liabilities, judgments, damages (including exemplary or punitive), penalties, expenditures, costs and legal or other expenses which Landlord may suffer or incur as a direct or indirect result of Tenant's breach of this covenant. "Hazardous Substance" for purposes of the Lease shall mean any material, the generation, storage, handling or disposal of which is regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. or by the Maine Uncontrolled Hazardous Substance Sites Act, 38 M.R.S.A. Section 1361 et seq., as either may be amended or extended from time to time. Provided, however, that Tenant shall be permitted to receive, handle, use and store reasonable quantities of materials used in the ordinary course of its business.

(e) to promptly pay when due the entire cost of any work to the Premises undertaken by Tenant, so that Premises shall at all times be free of liens for labor and materials, and to provide upon the undertaking of any such work a bond or other security satisfactory to Landlord, insuring the performance of and payment for all such work; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing material of good quality and complying with all governmental requirements; to maintain such

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insurance as will protect it from claims under Workers' Compensation Acts and other employee benefit acts and as will protect Landlord and Tenant from claims for damages because of bodily injury, including death, and from claims for damages to property, which may arise out of or in connection with such work whether performed by Tenant or by Tenant's contractors or subcontractors or any one directly or indirectly employed by any of them; and to defend Landlord and save Landlord harmless and indemnified from injury, loss, liability, claims or damage to any person or property occasioned by or arising out of such work;

(f) not to burn any trash on or near the Premises or cause any offensive odors to be emitted from the Premises;

(g) to promptly comply, at Tenant's expense, with all laws, ordinances, rules and regulations of governmental authority (including but not limited to zoning ordinances and building codes) affecting the Premises by reason of Tenant's business or for any other reason, and to take any and all actions, including but not limited to, the making of repairs and alterations, whether foreseen or unforeseen, that are necessitated by any such laws, ordinances, rules and regulations; and

(h) to pay all costs and expenses incurred by Landlord in enforcing the provisions of this Lease in the event of any breach or default by Tenant, including reasonable attorneys' fees.

503. **Signs**: Tenant may place, install and maintain one or more signs with respect to the sale of gasoline and the operation of a convenience store without first obtaining Landlord's approval; provided, any sign erected and maintained by Tenant shall be erected and maintained at Tenant's expense, and shall be in conformity with all applicable state and city laws, ordinances, regulations and rules.

504. **Damage, Destruction and Eminent Domain**: In the event the Building or the Premises shall be damaged or destroyed by fire or any other cause to the extent that restoration is not reasonably possible within ninety (90) days after the occurrence of such damage or destruction, then Landlord shall have the right to terminate this Lease by giving Tenant written notice of such termination within thirty (30) days after such damage or destruction, and upon the giving of such notice, the term of this Lease shall cease and come to an end as of the date of such damage or destruction and any unearned rent shall be returned to Tenant.

505. **Inspection of Premises**: The Landlord and its agents and representatives shall have the right to enter into or upon the Premises or any part thereof at all reasonable hours for the

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purpose of examining the Premises or making such repairs as may be required of Landlord by the terms of this lease, or for the purpose of showing the Premises to prospective purchasers, mortgagees or tenants, provided that such entry shall not unreasonably interrupt the business of Tenant or cause damage to Tenant's property.

506. **Subordination to Landlord's Mortgages**: This Lease shall be subordinate to the lien of any present or future mortgage or mortgages upon the Premises, or any property of which the Premises are a part, irrespective of the time of execution or the time of recording any such mortgage or mortgages. Tenant agrees, at the request of Landlord, to execute any documents, including estoppel certificates, which may be requested by a prospective lender acknowledging such subordination. Tenant agrees that in the event of foreclosure or any other action taken pursuant to any mortgage by the holder of this lease, Tenant shall, if requested by the holder of such mortgage, recognize and attorn to such holder, its successors and assigns, as Landlord hereunder.

507. **Estoppel Certificates**: Within 10 days of receiving a request from Landlord to do so, Tenant agrees to execute, acknowledge and deliver to Landlord a statement in writing certifying (if it is true) that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the Lease as modified is in full force and effect), and that there are no defenses or offsets claimed by Tenant (or stating those defenses or offsets claimed by Tenant) and the dates to which rent and other charges have been paid. Any such statement delivered to Landlord may be relied upon by any prospective purchaser, any prospective mortgage holder, or by any other properly interested party.

508. **No Assignment or Sublet**: Tenant shall not assign or sublet its interest in this Lease without the express written consent of Landlord, nor shall the ownership of the Tenant be changed without the express written consent of Landlord.

509. **Right of First Refusal**: If the Landlord or the Landlord's successors and assigns at any time during the term of this Lease or extension thereof receive a bona fide offer to purchase or to lease the Premises for a term to begin subsequent to the present demised term or any extension thereof, and Landlord desires to sell or lease the Premises under the terms of said offer, Landlord agrees to give Tenant notice in writing of such bona fide offer setting forth the name and address of the proposed purchaser or lessee who has made the offer, with a full disclosure of all terms and provisions thereof. Tenant shall have the first option to purchase or lease the Premises within

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fifteen (15) days after said notice on the same terms of any such proposal. In the event that Tenant does not elect to purchase the Premises, then Landlord shall be free thereafter to sell and convey the Premises pursuant to the terms of said bona fide offer, provided that such sale shall be subject to the terms of this Lease and Tenant's rights thereunder, including a continued right of first refusal as set forth in this paragraph.

## 600. DEFAULT

601. **Default**: Tenant shall be in default under this Lease if: Tenant fails to pay any installment of rent or within ten (10) days after receipt of written notice of such failure to pay; Tenant neglects or fails to perform or observe any of the terms, provisions, conditions and covenants contained in this Lease for a period of thirty (30) days after Landlord shall have given Tenant written notice of such neglect or failure; the estate hereby created is taken on execution or by process of law; Tenant is declared bankrupt or insolvent according to law; any assignment is made of Tenant's property for the benefit of its creditors; any proceeding is commenced by or against Tenant under any bankruptcy or insolvency law.

Upon any default as described above, Landlord may in its discretion, immediately or at any time thereafter, terminate this Lease by giving written notice of such termination to Tenant and of the date of such termination, which shall be not less than ten (10) days after the mailing of such notice.

This Lease may be terminated despite any former breach of covenant or failure of Landlord to enforce their rights.

Landlord lawfully may, immediately or at any time the Lease is terminated, in accordance with Maine law, enter into and upon the Lease Premises or any part thereof in the name of the whole and repossess the same as of their former estate, and expel Tenant and those claiming through or under it and remove it or its effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for collection of damages for breach of covenant.

Tenant further agrees that despite any termination, Tenant shall pay and be liable for amounts equal to the several installments of rent and other charges as would, under the terms of this Lease, become due if this Lease had not been terminated.

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602. **Landlord's Right to Cure**: If Tenant defaults under this Lease, and does not cure such default within fifteen (15) days after notice in writing from Landlord specifying the default (or does not within this period attempt to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Landlord may, at Landlord's option, without waiving any other claims for breach of this Lease, cure such default for the account of Tenant. Tenant shall reimburse Landlord for any amount paid and any expense or contractual liability incurred by Landlord, and any amounts due from Tenant shall be deemed additional rent due and payable with the next installment of fixed rent; provided, however, that Landlord may cure any such default prior to the expiration of the waiting period, but after notice to Tenant, if it is necessary to protect the Premises or their interest in the Premises, or to prevent injury or damage to persons or property.

603. **Holding Over**: In the event that Tenant shall continue to occupy the Premises after the expiration of the term, such occupancy shall not be deemed to extend or renew the terms of this Lease, but, at the option of Landlord, such occupancy shall continue as a tenancy at will from month to month with the covenants, provisions and conditions in this Lease but at twice the rent due during the last lease year of the term, prorated and payable for the period of such occupancy. This Article shall not be construed as giving Tenant any right to hold over after the expiration of the term.

604. **Waivers**: The receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any other default on the part of Tenant, shall not be deemed to be a waiver of any provisions of this Lease. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by that party of any of its or their rights. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease, shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require the consent or approval of Landlord, the Landlord's consent to, or approval of, such action on any one occasion shall not be deemed a consent to or approval of a similar action on any subsequent occasion.

605. **Attorneys Fees**: In the event Tenant defaults in any manner pursuant to the terms of this Lease, it agrees to pay all reasonable costs, attorneys and paralegals fees and expenses that shall be made and incurred by Landlord in enforcing the terms of this Lease.

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700. **GENERAL MATTERS**

701. **Notices**: All notices and other communications authorized or required shall be in writing and shall be given by personal delivery or by mailing the same by certified mail, return receipt requested, addressed, if intended for Landlord at:

c/o Dean Glicos
8304 Basalisk Court
New Port Richey, FL 34653-6576

With a copy to:

D. Kelley Young
Troubh Heisler, P.A.
P.O. Box 9711
511 Congress Street
Portland, ME 04104-5011

and if to Tenant at the Premises, or at the following address:

Riverton Convenience Store & Gas, LLC
c/o Sokunthy Yean (Guarantor)
171 Cottage Road
South Portland, ME 04106-3719

702. **Parties**: Any pronoun used in this Lease shall be read in the singular or plural number and in such gender as the context may require. The word "Landlord" as used herein shall mean only the owner for the time being of Landlord's interest in this Lease, and such owner and each succeeding owner shall be liable hereunder only during the period of its respective ownership. If Landlord or any successor in interest of Landlord is a lender, or is an individual corporation, trust, limited liability company or partnership, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of such lender, corporation, trust, limited liability company or partnership with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the equity of the Landlord in the Premises for the satisfaction of all remedies of Tenant, in the event of any breach by Landlord or by any successor Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord. This exculpation of personal liability to be absolute and without any exception.

703. **Successors and Assigns**: Except as otherwise expressly provided in this Lease, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs,

successors and assigns, respectively, of Landlord and Tenant. Nothing in this Article shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of Tenant in violation of any other provisions contained in this Lease.

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704. **Invalidity of Particular Provisions**: If any term or provision of this Lease or the application of this Lease to any person or circumstance shall be declared invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Lease shall be valid and be in force to the fullest extent permitted by law.

705. **Amendments in Writing**: This Lease sets forth all covenants, promises, agreements, and conditions between Landlord and Tenant concerning the leasing of the Premises. There are no covenants, promises, agreements or conditions other than as set forth in this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding on Landlord and Tenant unless reduced to writing and signed by both parties.

706. **Guaranties**: All obligations of Tenant are hereby unconditionally guaranteed by the parties who sign as Guarantors below, who agree to be personally and jointly and severally liable with Tenant.

**LANDLORD:**
GLICOS REALTY TRUST

Dated: 8/22, 2014

By: _____
George E. Glicos, Trustee

Dated: August 22, 2014

By: _____
Dean Glicos, Trustee

**TENANT:**
RIVERTON CONVENIENCE STORE & GAS, LLC

Dated: 9/2, 2014

By: _____
Sokunthy Yean
Its Authorized Manager

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PERSONAL GUARANTEE

Dated: 9 / 2, 2014

By: _____
Sokunthy Yean