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CITY OF PORTLAND, MAINE — RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 12/11/17

COMMERCIAL LEASE

SMM

1. PARTIES *(fill in)*

JanWillem Musters ~~and Shelle Group, LLC~~ with a mailing address of _____ (individually and collectively "LANDLORD"), being jointly and severally liable, hereby lease to **The Opportunity Alliance**, a Maine non-profit corporation with a mailing address of 50 Lydia Lane, South Portland, Maine 04106, ("TENANT"), and TENANT hereby leases from LANDLORD the following described premises.

2. PREMISES *(fill in and include, if applicable, suite number, floor number, and square feet)*

The Premises are located at 1519 Forest Avenue, Portland, Maine 04103, consisting of lot of land upon which is located a two story residence. The residence is deemed to contain 2590 square feet of floor space. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. TENANT acknowledges that: a) except as specifically set forth in this lease, LANDLORD has made no representations and TENANT is not relying on any representations about the leased premises, their suitability for any particular use and/or the physical condition thereof; and b) that TENANT has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof.

3. TERM *(fill in)*

The term of this Lease shall be for a term of Five (5) Years, unless sooner terminated as herein provided, commencing on November 1, 2017, (the "Commencement Date")and ending on October 31, 2022.

EARLY TERMINATION

Provided, however, this lease and any extension thereof may be terminated by TENANT upon (i) six (6) months or more written notice to LANDLORD identifying the termination date; or (ii) less than six (6) months written notice to LANDLORD identifying the termination date provided such termination notice is accompanied by an early termination fee paid to Landlord equal to the amount of base rent due for the time between the termination date and the date six (6) months after the delivery to LANDLORD of the written termination notice.

4. RENT *(fill in)*

TENANT shall pay to LANDLORD base rent in the amount of Four Thousand Two Hundred Dollars ($4,200.00) monthly for each month of the lease term. Base rent for a partial month, if applicable, shall be prorated based upon a thirty (30) day month.

Base rent shall be payable in advance in equal monthly installments on the first day of each month during the term of this Lease without deduction or setoff, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated JanWillem Musters, with a mailing address identified in Section 1 above; If TENANT does not pay base rent within the first five (5) days of each month, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. RENEWAL OPTION *(fill in or delete)*

TENANT may extend this Lease for a period of five (5) years (Extension Term) beginning immediately after the Term, upon the same terms and condition of this Lease, including base rent of $4,200.00 monthly, except that (i) the Term shall be modified as stated for an additional five years; and (ii) the Renewal Option shall be deleted (paragraph 5).

Conditions: To exercise this Renewal Option, TENANT must: (i) not be in default at the time it exercises the Renewal Option; and (ii) give written notice to LANDLORD that TENANT is exercising its Renewal Option at least one hundred and twenty (120) days but not more than two hundred and forty (240) days before the Term ends. A sworn statement by LANDLORD, its successors or assigns recorded in the Cumberland County Registry of Deeds that TENANT'S option to renew the term of this Lease in accordance with the terms of this Lease has terminated shall forever terminate such option as to all persons except those persons with actual knowledge otherwise.

6. SECURITY DEPOSIT *(fill in)*

A security deposit in the amount of $4,200.00 shall be paid by TENANT to LANDLORD on or before November 1, 2017.

7. RENT ADJUSTMENT

A. TAX ESCALATION *(fill in)*

LANDLORD shall be solely responsible for maintaining and paying all property taxes in a timely fashion and any other city requirements, permits, legal ordinances etc must be kept in good standing. If the LANDLORD does not remain current in paying real estate taxes for the building in which the premises are located, the Tenant may use rent

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due to pay the real estate taxes to keep them current. TENANT may charge the LANDLORD a 5% fee of t amount paid by TENANT to keep the taxes current.

There shall be no tax escalation since LANDLORD is solely responsible for the payment of any and all re taxes.

B. OPERATING COST ESCALATION *(fill in)*

Not applicable.

8. UTILITIES

TENANT shall pay, as they become due, all bills for electricity and heat furnished to the leased premises, and all charges for telephone and other communication systems used at and supplied to the leased premises. LANDLORD shall pay for water and sewer. TENANT shall be responsible for snow and ice removal on the driveway and walks of the Premises, garbage, trash removal and lawn care.

9. USE OF LEASED PREMISES *(fill in)*

TENANT shall use the leased premises for the purpose of a sheltered care group home for a community-based reintegration program of the Department of Corrections or for any other program use permitted by the City of Portland.

10. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (ii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents. TENANT shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting the leased premises and/or TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

11. MAINTENANCE

A. TENANT'S OBLIGATIONS

TENANT acknowledges by entry thereupon that the leased premises are in satisfactory order, repair and condition, and accepts the leased premises AS IS, and covenants during said term and further time as TENANT holds any part of said premises to keep the leased premises (including without limitation windows, doors and all interior systems) in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. TENANT shall maintain in good operating condition all equipment, systems and other improvements to the premises installed by TENANT. TENANT shall be responsible for replacement of all lights and lamping in the Premises.

B. LANDLORD'S OBLIGATIONS

LANDLORD represents that at lease commencement the roof, exterior walls, structure, and systems (heating, plumbing, electrical) of the premises are in good working condition. LANDLORD agrees to maintain and repair the roof, exterior walls, structure, and systems (heating, plumbing, electrical) of the residence in the same condition as they are at the commencement of the term or as they may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT, and TENANT shall pay all costs thereof.

12. ALTERATIONS-ADDITIONS

TENANT shall not make any alterations or additions in any part of said residence, except those alterations and renovations specified in Article 31 of this Lease below, without on each occasion obtaining prior written consent of LANDLORD, which consent shall not be unreasonably withheld or delayed. TENANT shall not cause any lien of any nature or description to be placed against the leased premises or any portion thereof, and in the case of any such lien attaching to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

13. ASSIGNMENT-SUBLEASING *(revise if applicable)*

TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease without LANDLORD'S prior express written consent in each instance which consent shall not be unreasonably withheld or delayed.

14. SUBORDINATION AND QUIET ENJOYMENT

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now a lien or liens on the property of which the leased premises are a part and TENANT shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease,

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TENANT shall be entitled to the quiet enjoyment of the leased premises; provided TENANT covenants that it holds the Premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the leased premises. TENANT agrees to sign within ten (10) days after they are requested, such estoppel certificates as are reasonably requested by LANDLORD or LANDLORD'S lender.

15. LANDLORD'S ACCESS

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, upon reasonable notice (at least 48 hours) enter the leased premises (i) to show the leased premises to prospective purchasers and mortgagees, and (ii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease; provided, however, that LANDLORD'S access shall not cause a disruption in TENANT'S use.

16. INDEMNIFICATION AND LIABILITY

TENANT will, except to the extent caused by the negligence or willful conduct of LANDLORD, indemnify LANDLORD, and save him harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) in connection with the loss of life, personal injury, expense or damage to property or business, arising from, related to, or in connection with the improvements to or occupancy or use by TENANT of the leased premises occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises.

17. TENANT'S LIABILITY INSURANCE *(fill in)*

TENANT agrees to maintain un full force during the tem hereof a policy of public liability and property damage insurance, on an occurrence basis, with a deductible in an amount not to exceed $10,000.00 under which TENANT is insured, and LANDLORD is named as an additional insured, in a minimum amount of Two Million Dollars ($2,000,000.00) for injury or death to any one person or damage to property, and Three Million dollars ($3,000,000.00) for injury to or death of more than one person in a single accident or occurrence, together with an umbrella policy providing additional coverage to TENANT for such matters in an amount not less than Two Million dollars ($2,000,000.00). Such policy or policies shall contain a provision requiring that written notice be given to LANDLORD not less than ten (10) days prior to cancellation, expiration or alteration of the policy.

18. FIRE CASUALTY-EMINENT DOMAIN

In the event that a substantial portion of the leased premises, or of the property of which they are a part, is damaged by fire or other casualty, either party shall have the right to terminate this lease. LANDLORD shall promptly, but subject to its receipt of insurance proceeds, rebuild and restore the leased premises, and building in which the leased premises are located, to the condition the leased premises and building were in immediately prior to the fire or other casualty. When such fire, casualty, or taking renders the leased premises unfit for use and occupation the LANDLORD, shall immediately establish a just and proportionate abatement of rent which shall be effective until the leased premises is fully restored, and TENANT has reopened its programs, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for TENANT'S use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request.

19. DEFAULT AND BANKRUPTCY

In the event that:

(a) TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within five (5) days after written notice thereof (provided, however, such written notice shall not be required more than twice in any calendar year; thereafter in such calendar year, no written notice of default for payment of rent is required); or

(b) TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) The leasehold hereby created shall be taken on execution, or by other process of law; or

(d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or 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 a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their 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, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including without limitation real

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estate commissions and costs of renovating the premises to suit any new tenant.

20. NOTICE

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, deemed duly served, if left at the leased premises addressed to TENANT, or upon mailing to the leased p registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.

21. SURRENDER

TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions, alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.

22. HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials, which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof, from the leased premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.

23. LIMITATION OF LIABILITY

TENANT agrees to look solely to LANDLORD'S insurance and LANDLORD'S interest in the building for recovery of any monetary judgment from LANDLORD or any of LANDLORD's partners, managers, or owners. The provision contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD.

24. LANDLORD DEFAULT

LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within ten (10) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation.

25. WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

26. SUCCESSORS AND ASSIGNS

The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns.

27. HOLDOVER

If TENANT fails to vacate the leased premises at the termination of this Lease, then the terms of this Lease as it may be extended shall be applicable during said holdover period, except for base rent, which shall be increased to one hundred twenty-five percent (125%) of the then-current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

28. JURY TRIAL WAIVER

NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS 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

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APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, O A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

29. MISCELLANEOUS

Unless repugnant to the context, "LANDLORD" and TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. TIME IS OF THE ESSENCE OF THIS AGREEMENT. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

30. BROKERAGE *(fill in)*

Each party certifies to the other than no broker has been involved in this lease transaction and that no commission or other fee is due to any person arising from the parties' execution of this Lease.

31. OTHER PROVISIONS *(fill in or delete)*

~~RIGHT OF FIRST REFUSAL. During the Term and the Extension Term (if any) of this Lease, Tenant shall have a right of first refusal to purchase the premises (1519 Forest Avenue, Portland, Maine) upon the terms and conditions set forth in the First Refusal Amendment hereto as Exhibit 1.~~ JM JM

~~OPTION TO PURCHASE. During the Term and the Extension Term (if any) of this Lease, Tenant shall have an option to purchase the premises (1519 Forest Avenue, Portland, Maine) upon the terms and conditions set forth in the Purchase Option Agreement hereto as Exhibit 2.~~ JM JM

NINE MONTH EXCLUSIVE RIGHT TO PURCHASE. For a period of ~~nine (9)~~ SJM (6) months from the Commencement Date (hereafter the "Exclusive Period"), TENANT shall have the exclusive right to purchase the Premises. Promptly after the commencement of occupancy of the Premises by a program of TENANT, the parties will begin and continue good-faith negotiations to reach terms of purchase of the Premises by TENANT.. During the Exclusive Period LANDLORD will not list, ~~negotiate or otherwise offer the premises for sale to any person or entity other than TENANT.~~ JM JM

LANDLORD will work with TENANT with requests for any and all plans or modifications to the premises by TENANT, consent not to be unreasonably withheld or delayed.

NO PETS. No pets are permitted to be kept at the residence.
NO SMOKING POLICY: TENANT shall maintain and enforce the no smoking policy established at other residential program facilities operated by TENANT.

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this __ day of September, 2017.

TENANT: The Opportunity Alliance

Michael J. Tarpinian, Its President

LANDLORD:

DocuSigned by:
Jan Willem Musters 11/4/2017
Jan Willem Musters 1B0F0EEB4E3...

~~Castle Group, LLC~~

~~By:~~ SM

~~Jan Willem Musters, Its sole Member~~