

SECTION 1. RENT

(a) The Tenant shall pay to the Landlord as Base Rent, in legal tender at the Landlord's office at Berlin Mills' Wharf, 400 Commercial Street, Portland, Maine, or as directed from time to time by Landlord's notice, the annual sum of \$24,750.00, payable in equal monthly payments of \$2,062.50 each, in advance promptly on the first day of every calendar month of the term, said rent to be prorated for portions of a calendar month at the beginning or end of said term; rent at the beginning of the term shall be due as follows.

(b) Tenant shall pay December rent at fifty percent (50%) of the rent herein agree to. Payment of the full rent will commence on January 1, 1994 or the Landlord's completion of improvements agreed upon with Tenant as set forth in Exhibit B; Tenant acknowledges that the premises will be delivered to Tenant prior (whichever occurs first) to the completion of the improvements; the rent shall be paid without set off or deduction whatever except as specified in this paragraph. Interest at the rate of eighteen percent (18%) will be charged retroactive to the first date of the month for rent not paid by the fifth (5th) of the calendar month.

(c) In addition to Base Rent, as hereinabove set forth, Tenant shall also pay the Landlord, as additional rent hereunder, Tenant's share of the amount of increase in any tax year in the total of all taxes assessed and levied against the Building of the Landlord at 400 Commercial Street constituting the Building as defined in this Lease, over and above the total taxes assessed and levied on said Building for the tax year beginning April 1, 1993. Tenant's share of such increase in taxes shall be the percentage: 15%. Payment of Tenant's share of increase in taxes, if any, shall be made in one lump sum no later than fifteen (15) days before such taxes are due and payable, or within fifteen (15) days after Landlord shall have delivered to Tenant a statement setting forth Tenant's share of the increase in taxes for any particular tax year if such delivery does not take place fifteen (15) days before such taxes are due and payable.

Tenant shall have the right to review such taxes by legal proceedings, instituted and conducted at the sole expense of Tenant, and in case, as a result of such proceedings, any such taxes shall be reduced, Tenant's final liability hereunder shall be based on the amount that shall finally be assessed or imposed; provided, however, that Tenant must pay its share of taxes in the manner and at the time hereinabove described, notwithstanding the fact that Tenant may intend to conduct or be conducting a review of said taxes.

In the event that taxes are abated, Tenant shall be

entitled to be reimbursed for its reasonable out-of-pocket expenses in seeking such abatement, in an amount not to exceed the amount of such abatement.

(d) In addition to base rent and additional rent, premises shall be individually metered for electric and gas. Tenants will pay metered charges for electric and gas service directly to the utility company.

(e) In addition to Base Rent and additional rent as set forth herein Tenant shall also pay to the Landlord, as additional rent hereunder Tenants share (15%) of the amount of increase in any calendar year in the total of the property insurance premiums paid which is attributable to an increase in rate for protection of Landlord's building at 400 Commercial Street. Landlord shall notify Tenant of any proposed changes in insurance company coverage and rate which will require Tenant to pay additional rent.

(f) No decrease in taxes, Operating and Maintenance Expenses or base utility expenses shall reduce Tenant's Rent below the annual Base Rent set forth in Paragraph (a) of this Section.

(g) The Annual Base Rent and the additional rent for taxes and insurance as set forth and described in this Section 1, are collectively hereinafter called the "Rent."

SECTION 2. SERVICES

(a) The Landlord shall provide, at Landlord's expense, except as otherwise provided, the following operating and maintenance services:

(1) Water for ordinary drinking, cleaning, lavatory and toilet facilities;

(2) Maintenance and repair of the roof, exterior walls, structure, heating and plumbing systems, electrical system and common areas and common facilities of the Building as necessary to maintain them in good order and condition; except as to any duties of maintenance and repair specifically agreed to by Tenant herein; provided, however, that any such maintenance or repairs made necessary by fault or neglect of the Tenant or the employees, agents and business invitees of the Tenant, shall be at the expense of the Tenant, and Tenant shall pay all costs thereof;

(3) Cleaning and janitor service in common areas; and

(4) Snow plowing and snow removal in the right-of-way but Tenant agrees to pay the Landlord a fee of 50.00 per storm for plowing and snow removal of Tenant's 3270 feet of land adjoining Tenant's building spaces.

(b) It is understood that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption, Tenant acknowledging that any one or more such services may be suspended by reason of accident or of repairs, alterations or improvements necessary to be made, trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said Building, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of Landlord. Any such interruption or discontinuance of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages by abatement of rent or otherwise, or relieve Tenant from performance of Tenant's obligations under this Lease; provided, however, that if an interruption in service occurs which causes Tenant to be unable to conduct its business at the Premises, then Base Rent shall be abated until such service is restored, and provided further that if an interruption in service occurs which causes Tenant to be unable to conduct its business at the Premises and continues for a period of fourteen (14) consecutive days, then Tenant may elect to terminate this Lease prior to the next rent day without recourse by written notice to Landlord, unless such service is restored prior to the receipt by Landlord of such notice. Tenant shall give to Landlord immediate written notice of any damage to, or defective condition in any part or appurtenance of the Building's plumbing, electrical, heating, or other systems serving, located in, or passing through the Premises.

(c) In the event Tenant wishes to provide outside services for the Premises over and above those services to be provided by Landlord as set forth herein, Tenant shall first obtain the prior written approval of Landlord for the installation and/or utilization of such services, which approval shall not be unreasonably withheld. "Outside services" shall include but shall not be limited to cleaning and moving services, television and so-called "canned Music" services, and the like. In the event of such services, such installation and utilization shall be at Tenant's sole cost, risk and expense. Upon termination, Tenant, at Landlord's request shall remove any such installed services or devices unless removal of such services may cause damage to the premises, in which case, any such installed services shall be considered fixtures and shall become the property of Landlord upon termination of this Lease.

SECTION 3. QUIET ENJOYMENT

So long as the Tenant shall observe and perform the covenants and agreements binding on it hereunder, the Tenant shall at all times during the term herein granted, peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through the Landlord.

SECTION 4. CERTAIN RIGHTS RESERVED TO THE LANDLORD

The Landlord reserves the following rights:

(a) To name the Building and to change the name or street address of the Building;

(b) To install and maintain a sign or signs on the exterior or interior of the Building; provided, however, that any exterior Building sign shall not interfere with the signs which Tenant is authorized to install, as provided in Section 6(e) hereof;

(c) To designate, restrict and control all sources from which Tenant may obtain maintenance services for the Premises and any service in or to the Building and its tenants;

(d) During the last sixty (60) days of the term, if during or prior to that time the Tenant vacates the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for occupancy, without affecting Tenant's obligation to pay rental for the Premises;

(e) On reasonable prior notice to the Tenant, to exhibit the Premises to prospective tenants during the last three (3) months of the term, and to any prospective purchaser, mortgagee, or assignee of any mortgage on the Building and to others having a legitimate interest at any time during the term; and

(f) To enter upon the Premises and exercise any and all of Landlord's rights without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.

SECTION 5. ESTOPPEL CERTIFICATE BY TENANT

The Tenant agrees that from time to time upon not less than ten (10) days prior notice by the Landlord, the Tenant will deliver to the Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications); (b) the dates to which the Rent and other charges have been paid; and

(c) that, so far as the person making the certificate knows, the Landlord is not in default under any provision of this Lease, and, if the Landlord is in default, specifying each such default of which the person making the certificate may have knowledge, it being understood that any such statement so delivered may be relied upon by any Landlord under any ground or underlying lease, or any prospective purchaser mortgagee, or any assignee of any mortgage on the Building.

SECTION 6. TENANT COVENANTS

Tenant acknowledges by entry thereupon that the Premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as the Tenant holds any part of said Premises:

(a) To pay, when due, all rent and other charges set forth herein; all charges for electricity for lights and plugs, to, the Premises, and other utilities not provided by Landlord; and to provide all lamping (lamps, ballasts and bulbs) after initial installation;

(b) To keep said Premises neat, clean, and presentable, and in as good order, repair and condition as the same are in at the commencement of said term, or as thereafter improved, damage by fire or unavoidable casualty and reasonable use and wear excepted. Tenant shall repair casualty damage caused by Tenant, Employee or Invitee. Tenant shall provide and be responsible for all cleaning and janitorial services for the leased premises. At the termination of this Lease, Tenant shall leave the Premises broom clean and neat. All alterations, improvements or additions, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises shall upon installation become Landlord's property and shall remain upon the Premises at the termination of this Lease without compensation to Tenant (excepting only Tenant's movable office furniture, trade fixtures, office and professional equipment and personal property, the removal of which will not cause damage to the premises).

(c) Not to injure or deface said Premises or Building; not to permit on said Premises any nuisance, objectionable noise or odor; not to permit the use of said 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 or liability to render necessary any alterations or additions to the Building provided that activities prohibited by this subparagraph may be permitted by Landlord after written notice provided by Tenant that such activity conforms to all applicable rules, regulations, ordinances and laws;

(d) Not to obstruct in any manner any portion of the Building not hereby demised or the sidewalks or approaches to said Building or any inside or outside windows or doors; and to conform to all reasonable sanitation, safety and security rules and regulations now or hereafter made by Landlord for the care and use of said Premises, the Building, its facilities and approaches;

(e) Not to make any alterations or additions, including but not limited to wall coverings, floor coverings and special light installations, nor to permit the making of any holes in any part of said Building, nor to paint or place any signs, awnings, aeriels or flagpoles or the like which are visible from outside of said Premises, that is, from outdoors or from any corridor or other common area within the Building, nor to permit anyone except the Tenant to use any part of the Premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant agrees to perform all work authorized in a workman like manner. In addition to Landlord's rights to install signs as provided in Section 4(b) hereof, Tenant acknowledges that Landlord may permit the first floor tenants from time to time to erect and maintain signs on or about the Building which are visible from outdoors and from the interior corridors and common areas adjacent to those portions of the Building occupied by the first floor tenants;

(f) That the Landlord may enter the premises to install, maintain, use, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures in said Premises to serve said Premises and to serve other parts of said Building; Landlord expressly reserves the right to require access to the electrical meter room and telephone equipment room through Tenant's premises and shall provide reasonable notice to Tenant except in case of an emergency.

(g) To the fullest extent permitted by law and covered by insurance Tenant is required to maintain pursuant to this Lease and at its own expense, defend, indemnify and hold harmless the Landlord, its officers, agents and employees from and against any and all liability claims, damages, penalties, losses, expenses or judgments, just or unjust, arising from injury or death to any person or property damage sustained by anyone in and about the Wharf or premises, resulting from any act or omission of Tenant, its officers, agents, servants, employees or persons in privity with Tenant except to the extent that such injury, death or property damage results from any negligence or omission of the Landlord, its officers, agents, employees or servants.

(h) To keep in full force and effect a policy of general public liability insurance covering the Premises. The policy shall: (i) contain limits of liability not less than \$1,000,000

per person and \$1,000,000 per occurrence for bodily injury or death and \$150,000 for damage to property; (ii) be with such insurance company or companies as the Landlord may reasonably approve;

(i) Contain a provision requiring that written notice be given to Landlord not less than ten (10) days prior to the cancellation, expiration or alteration of the policy; and (iv) name Landlord and Tenant as insured, as their interests appear. Tenant agrees to deliver certificates of such insurance to Landlord at the beginning of the term of this Lease and thereafter not less than ten (10) days prior to the expiration of any such policy or upon the request of Landlord which may be made at anytime during the term of the Lease.

(j) To hold all property of Tenant, including Tenant's trade fixtures, furniture, equipment and the like of the Tenant, or of any other owner situated at the Premises, at Tenant's own risk, and to pay when due all taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned or place in, upon or about said Premises by Tenant;

(k) To permit Landlord or its agents to examine the Premises at reasonable times and, if Landlord shall so elect, to make any repairs or additions Landlord may deem necessary and, at Tenant's expense to remove any alterations, additions, signs, awnings, aerals or flagpoles, or the like, not consented to in writing;

(l) To permit Landlord at any time or times to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to said Building or any part thereof, and during such operations to take into and through said Premises or any part of the Building all materials required and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities, Landlord agreeing, however, that it will carry out such work in a manner which will cause Tenant minimum inconvenience;

(m) To insure Landlord and Tenant, as their interests appear, against loss of the contents and improvements of the Premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the Landlord shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. Tenant agrees to deliver certificates of such insurance to Landlord at the beginning of the term of this Lease and thereafter not less than ten (10) days prior to the expiration of any such policy;

(n) Not to permit any employee of Tenant to violate any covenant or obligation of Tenant hereunder;

(o) Not to suffer or permit any lien of any nature or description to be placed against the Building, the Premises or any portion thereof, and in the case of any such lien attaching Tenant shall at its own cost and expense cause the same to be discharged of record or to secure payments by posting a bond with the Landlord in such form and amounts satisfactory to the Landlord within fifteen (15) days after written notice to Tenant of the filing thereof, and Tenant shall defend, indemnify and save harmless the Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees resulting therefrom;

In the event the Tenant shall not cause such lien, charge or order to be discharged of record or bonded within fifteen (15) days period, the Landlord may cause the same to be discharged and the expense thereof shall be immediately paid to Landlord as additional rent; and

(p) That the rights and remedies to which the Landlord may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any other rights or remedies to which the Landlord may be properly entitled in case of any breach or threatened breach by Tenant of any portion of this Lease. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease.

(q) Tenant assumes exclusive responsibility for care of and replacement of any glass including exterior windows serving the rentable space leased to Tenant, including without limitation replacement of breakage unless such breakage is the result of Landlord's fault and including without limitation cleaning of interior and exterior windows serving the premises leased to the Tenant.

SECTION 7. HOLDING OVER

If the Tenant retains possession of the Premises or any part thereof after the termination of the term, the Tenant shall pay the Landlord Rent at double the monthly rate specified in Section 1 for the time the Tenant thus remains in possession and, in addition thereto, shall pay the Landlord for all damages, consequential as well as direct, sustained by reason of the Tenant's retention of possession. If the Tenant remains in possession of the Premises, or any part thereof, after the termination of the term, such holding over shall, at the election of the Landlord expressed in a written notice to the Tenant and not otherwise, constitute a renewal of this Lease on a month to month basis. The provisions of this Section do not exclude the Landlord's rights of re-entry or any other right hereunder and

Tenant shall observe and perform all other obligations of the Lease.

SECTION 8. ASSIGNMENT AND SUBLETTING

(a) The Tenant shall not, without the Landlord's prior written consent:

(1) Assign, convey, mortgage, pledge, encumber or otherwise transfer (whether voluntarily or otherwise) this Lease or any interest under it;

(2) Allow any transfer thereof or any lien upon the Tenant's interest by operation of law;

(3) Sublet the Premises or any part thereof; or

(4) Permit the use or occupancy of the Premises or any part thereof by anyone other than the Tenant.

(b) Notwithstanding any of the provisions of Section 8(a) contained to the contrary, Landlord shall not unreasonably withhold or delay consent to an assignment of this Lease or to a subletting of the leased premises so long as the assignee or subtenant agrees to be bound by all the terms and conditions of this lease.

(1) It is mutually agreed and understood that Landlord shall be deemed reasonable in withholding its consent to any proposed assignment or subletting if:

a. The proposed assignment or sublease be for the conduct of a business which is not in keeping with the standards and the general character of the Building of which the leased premises form a part; without limiting the generality of the foregoing, there will be no violation of statutes and ordinances pertaining to pornography or waterfront zoning;

(c) No assignment or subletting shall be deemed to release Tenant from any of its obligations under this Lease.

(d) In no event shall any permitted assignee or sublessee further convey its interest without Landlord's prior written consent.

(e) If, with the consent of the Landlord, this Lease be assigned or if the Premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or

occupant, and apply the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of Tenant's covenants contained in this Lease or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from further performance by Tenant of covenants on the part of Tenant herein contained. Tenant further agrees that it shall not be released from its obligations under this Lease by an extension of time or other indulgences granted by Landlord to any assignee or sublessee or by failure of Tenant to receive notice thereof, and hereby waives all suretyship defenses.

SECTION 9. SUBORDINATION

Landlord agrees to secure the agreement in writing of each mortgagee or other person or entity currently holding a security interest in the Premises to subordinate their security interest to Tenant's interest in this lease. Upon presentation of evidence of such agreement satisfactorily to Tenant, Tenant shall agree if requested by the Mortgagee or other secured party not to prepay rent more than ten (10) days in advance. To provide said mortgagee or other secured party with notice of and reasonable opportunity to cure any defaults by Landlord, and not to amend, modify or cancel this Lease without notice. In the event of acquisition of title by said mortgagee or other holder through purchase or otherwise Tenant agrees to recognize said mortgagee or other person acquiring title to the premises as having the rights of the Landlord and to attorn to said holder or other person if requested and if said mortgagee or holder agrees not to disturb Tenant in its possession of the Premises and to carry out the responsibilities of the Landlord so long as Tenant continues to perform its obligations hereunder.

SECTION 10. CASUALTY DAMAGE AND EMINENT DOMAIN

If the Premises, the Building, or any substantial part (for the purposes hereof, "substantial" shall mean 50% or more) of either, shall be taken by any exercise of the right of eminent domain or shall be destroyed or damaged by fire or unavoidable casualty provided such damage or destruction is not the fault of the Tenant or by action of any public or other authority, or shall suffer any direct consequential damage for which Landlord and Tenant, or either of them, shall be entitled to compensation by reason of anything done in pursuance of any public or other authority during this Lease or any extension thereof, then this Lease shall terminate at the election of Landlord which election may be made whether or not Landlord's entire interest has been divested. If Landlord decides to restore the leased Premises and Building, then Landlord shall also give Tenant a written estimate period from Landlord's contractor as to the amount of

time necessary to make Tenant's premises, in their original condition, reasonable wear and tear excepted, ready for occupancy. If said estimate is greater than sixty (60) days from the occurrence, then Tenant shall have the option to terminate this Lease without recourse by giving Landlord written notice within ten (10) days after receipt by Tenant of said contractor's estimate. If the Lease is not then terminated and repairs are commenced, Tenant may also elect to terminate the Lease without recourse on the following event: (a) If it actually takes Landlord more than two (2) weeks in excess of contractor's estimate to so restore Tenant's premises, Tenant may terminate this Lease by giving Landlord written notice within seven (7) days after the expiration of said period of two (2) weeks in excess of the estimate. Notwithstanding anything to the contrary, Landlord's obligation to put the Premises or the Building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to Landlord for such use. Landlord agrees to keep the Building of which the leased premises are a part insured against loss or fire, in amounts not less than eighty percent (80%) of the insurable value thereof above foundation walls. If Landlord elects to restore the Premises, then Landlord shall abate Tenant's rent for the period the Premises cannot be occupied for permitted use.

SECTION 11. TENANT DEFAULT

(a) If Tenant shall neglect or fail to make any payment of Rent within five (5) days after receipt of written notice from Landlord which may be sent if rent has not been received within five (5) days of its due date, or if Tenant shall fail to cure a default in the performance of any of the other of the Tenant's covenants within thirty (30) days after receipt of written notice of such default by Landlord, or if the Tenant, having commenced to cure a default within the thirty (30) day period which 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 the Tenant shall commit, strip or waste of the premises or if any assignment shall be made of Tenant's leasehold interest in the premises or of Tenant's trade fixtures 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 a tenant commits any act of bankruptcy (or if a petition is filed by Tenant under any bankruptcy, insolvency or other debtor relief law, or if a petition is filed against Tenant under any bankruptcy, insolvency 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, Landlord (i) lawfully may immediately or at any time thereafter and without demand or notice or the necessity of compliance with any statute in any manner relating to summary process, enter upon the Premises and repossess the same and expel Tenant and those claiming through or under Tenant 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, or (ii) immediately give written notice to Tenant stating that this Lease and the term hereby demised is terminated, and upon such entry or notice, all rights of Tenant under this Lease shall terminate; and Tenant covenants that in case of such termination, Tenant shall forthwith pay to Landlord as damages a sum equal the entire amount of rent which would be due for the entire balance of the term of the Lease, together with any other payments to Landlord for which Tenant is, or was to be, obligated to pay under the Lease for the remainder of the original term of the Lease. Out of said sum paid, Landlord shall refund to Tenant an amount equal to any rental received from any replacement Tenant for the premises for the balance of the term of Lease. The Landlord shall make best effort to secure a rental equal to the prevailing market rate for the premises concerned. In addition, Tenant agrees to pay Landlord, as additional damages for any above described breach, all reasonable and customary costs of reletting the premises, including real estate commissions and reasonable costs of renovating the premises to suit any replacement Tenant.

(b) Any and all property which may be removed from the Premises by the Landlord pursuant to the authority of this Lease or of law, to which the Tenant is or may be entitled, may be handled, removed or stored by the Landlord at the risk, cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. In the event of such removal, Landlord will notify Tenant as to where such property is stored. The Tenant shall pay to the Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Landlord's possession or under the Landlord's control. Upon notification by Landlord, if Tenant does not remove any and all property stored by Landlord under this paragraph and pay all removal and storage charges incurred by Landlord in relation to such property, Tenant hereby agrees that Landlord may sell, at public or private sale any of such property and hereby grants to Landlord a security interest in such property for such removal and storage costs and hereby agrees that Landlord's security interest in such property shall be perfected by Landlord's taking possession of the property under the terms of this paragraph. The preceding shall not limit any additional rights Landlord or any agent of Landlord may have arising under any provisions of Maine law or the common law,

including any common law storage lien which may arise as a result of the removal and storage of Tenant's property.

SECTION 12. LANDLORD SELF-HELP

If Tenant shall at any time default in the performance of any of the obligations of Tenant under this Lease, the Landlord shall, at any time after ten (10) days written notice to Tenant, have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation(s) of the Tenant, including the payment of money and the performance of any other act, except that no notice shall be required in situations which, in the Landlord's judgment, are emergencies requiring immediate action. All sums so paid or liabilities so incurred by the Landlord, and all necessary incidental costs and expenses in connection therewith, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately upon demand. Landlord may exercise the options provided by this Section without waiving any claim for damages for breach of this Lease.

SECTION 13. LANDLORD DEFAULT

The Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days after receipt of written notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation or within such additional time as is reasonably required to correct any such default.

SECTION 14. 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.

SECTION 15. NOTICES

Any notice from Landlord to Tenant or from Tenant to Landlord shall be deemed duly served if mailed by Certified Mail addressed, if to Tenant, at said Premises after the term of this Lease has commenced and, prior to that time, at Vessel Services, Portland, Maine or if to Landlord, at the place from time to time established for the payment of Rent, and the customary Certified Mail receipt shall be conclusive evidence of such service.

SECTION 16. SUCCESSORS AND ASSIGNS

The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the original Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Whenever the Premises are owned by a trustee or trustees or by a limited partnership, the obligations of Landlord shall be binding only upon the assets of the trust or partnership as the case may be, and not personally upon any trustee, beneficiary or shareholder of the trust or partner of the partnership.

SECTION 17. SECURITY DEPOSIT

Tenant upon signing of his lease shall deposit with the Landlord the sum of five thousand, one hundred fifty-six dollars and twenty-five cents (\$5,156.25) representing the pre-payment of December's rent and two (2) months security deposit (\$4,125.00) for the full and faithful performance of every provision of this lease to be performed 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 this security deposit for the payment of any Rent or any 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, cost or damage which Landlord may suffer by reason of Tenant's default. Landlord shall not, unless otherwise required by law, be required to keep this security deposit separate from its general funds, nor pay interest to Tenant. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last transferee of Tenant's interest hereunder) at the expiration of the term of this Lease, and upon Tenant's vacation of the Premises provided the premises are in acceptable condition, reasonable wear and tear excepted. In the event the Building is sold, the security deposit will be transferred to the new owner.

SECTION 18. EXCLUSIVE USE

(a) The Tenant shall have the right to use the premises for wholesale and retail sales and any other purpose inherent to its business operations.

(b) The Tenant shall have the exclusive right to sell the

following products and supplies on the property at 400 Commercial Street known as Berlin Mills Wharf of which the Premises and Building in which the Premises are located is a portion:

- (i) Wire, chain, rope and materials associated with the installation and use thereof as commercial fishing equipment;
- (ii) Gillnets and materials associated with the installation and use thereof;
- (iii) Fishing nets, webbing, mending twines and materials associated with the installation and use thereof;
- (iv) Foul weather gear, boots, gloves and apparel of the kind and quality customarily used by commercial fishermen;
- (v) Knives and handtools;
- (vi) Longline reels and other longlining materials;
- (vii) Jigging reels and jigging machines;
- (viii) Safety equipment and related materials of the kind and quality customarily used by commercial fishing vessels; and
- (ix) Survival equipment, immersion suits.

Tenant acknowledges that Gowen's Inc. a tenant of Berlin Mills Wharf currently services commercial fishing vessels and manufacturers and modifies equipment used in the commercial fishing industry. The Landlord will insure and Gowen's will agree not to retail or wholesale the listed products to the commercial fishing industry. Nothing stated herein shall prevent Gowen's Inc. from selling in the ordinary course of its business items listed in vi or vii which have been manufactured or modified by Gowen's Inc.

(c) Landlord agrees it will not let any first floor space in its building at 400 Commercial Street to any Tenant other than Vessel Services, Inc. or Gowen's Inc. for the purpose of retail or wholesale sales of marine supplies.

(d) Tenant shall have the right to terminate this Lease if its exclusive rights are violated or the Landlord leases the first floor premises to any business which uses it to conduct retail or wholesale sales of marine products or supplies providing:

- (1) The violation has a direct and material effect on the business being conducted by Tenant on the premises;
- (2) Tenant provides Landlord with written notice of the violation which specifies the violation and the effect it has on its current business;
- (3) The violation does not cease within five (5)

- business days of notice; and
- (4) Tenant may terminate for subsequent incidents of previously cured violations without providing the Landlord the notice required by this section.

SECTION 19. IMPROVEMENTS

By January 1, 1994 the Landlord will at its expense provide the following provide the improvements and modifications to the leased premises specified on Exhibit B to the satisfaction of Tenant.

Tenant shall have the right at its own expense to erect a storage building on the land described in Exhibit A. The design and materials of any storage building shall be subject to approval of Landlord and any storage building erected by Tenant under this provision shall become the property of Landlord upon the termination of this lease, unless such storage building can be removed by Tenant without damage to the land upon which the storage building is erected and the land restored to its original condition before the storage building was erected. Landlord reserves the right to require Tenant to remove the storage building and restore the land to its original condition upon the termination of this lease.

SECTION 20. PARKING

Tenant shall have the exclusive right with respect to the Landlord and other Tenants of the building to use the parking spaces adjacent to the Building's frontage on Commercial Street. as illustrated on Exhibit A attached to this lease.

SECTION 21. WIRE INSTALLATION

The Tenant shall have the right to install and operate a wire installation aisle 125' in length and 3' in width in the location specified on Exhibit A. Landlord shall maintain a clear right of way in this aisle for the exclusive use of Tenant. Tenant shall at its expense install the equipment needed to operate the wire aisle. The Tenant may use the berth between the two finger piers to install wire on customer vessels with the consent of Gowen's, Inc., upon reasonable advance notice and subordinate to the prior scheduling and use of the berth by Gowen's, Inc. or other contracting with Gowen's Inc. for the use of the berth, and upon agreement for such use by Tenant for payment to Gowen's, Inc. of a commercially reasonable fee for such use. Tenant further agrees that any agreement for use of the berth shall be further subject to hauling by Gowen's provided

on an emergency basis.

SECTION 22. RIGHT OF REFUSAL

Tenant shall have the right of first refusal to lease the High Bay space on the first floor of the Landlord's building at 400 Commercial Street adjacent to the Premises on the same terms and conditions which apply to the leased premises providing:

- (i) Tenant agrees in writing to lease the space within thirty (30) days of written notification from the Landlord that the space is available to lease.

SECTION 23. MISCELLANEOUS

(a) If Tenant is more than one person or party, Tenant's obligations shall be joint and several. 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.

(b) Landlord and Tenant agree that this Lease shall not be recordable. Landlord and Tenant shall enter into an agreement in recordable form, setting forth the actual commencement and termination dates of this Lease which shall be recorded in the Cumberland County Registry of Deeds by Tenant.

(c) 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 or 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.

(d) No acceptance by Landlord of a lesser sum than the Rent and additional rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

(e) No oral statement or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or cancelled except by

writing subscribed by all parties.

(f) This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine. All disputes arising under this Lease shall be submitted to arbitration. Arbitration shall be before a single arbitrator and shall be held in the City of Portland, Maine. Unless the parties can agree upon the arbitrator to be used, the single arbitrator shall be chosen by the following method: Landlord shall choose a single arbitration service with a practice in the State of Maine and Tenant shall choose another arbitration service with a practice in the State of Maine. The two arbitration services chosen shall agree between them to choose a third arbitrator who shall become the single arbitrator of the dispute between the parties. Tenant and Landlord shall be responsible for their respective fees of the arbitration services chosen by them to make the choice of the third arbitrator. The fees of the third arbitrator shall be paid by the loser or as that arbitrator may direct in his decision. Tenant and Landlord further agree that if either one of them fails to engage the services of an arbitrator for the purposes described above or refuses to participate in any arbitration, that the other party may go forward with the arbitrator of his own choice. Choice of arbitrator or arbitrators shall be made by Landlord and Tenant within one week of delivery of a letter from either one of them demanding that such choice be made. Landlord and Tenant agree that the arbitrator shall have the power to render a decision of forcible entry and detainer in addition to other means of resolving the dispute between the parties and that such arbitration decision may be entered by the District Court or the Superior Court, as they case may be, and a writ of possession issue thereon. Nothing preceding, however, shall bar either party from seeking to enforce the arbitrator's decision by any other remedy available at law or in equity. Any decision by any arbitrator shall be final, binding, and enforceable.

(g) The Index and Headings herein contained are for convenience only, and shall not be considered a part of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Lease as of the day and year first above written.

WITNESS:

BERLIN MILLS WHARF ASSOCIATES
by its General Partner

Charles J. Bastey

By: Joseph M. Schmäder

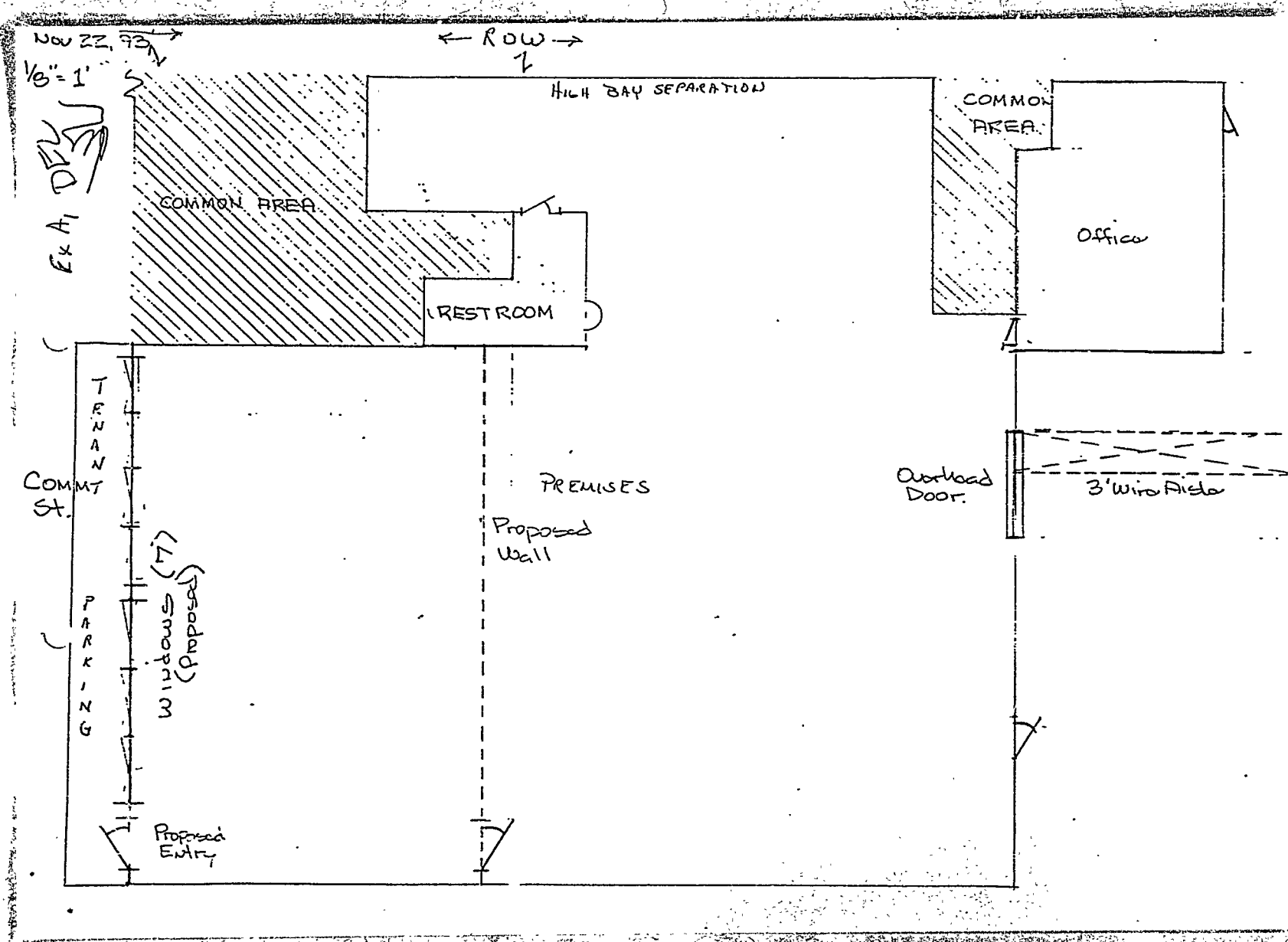
Landlord

VESSEL SERVICES, INC.

Charles J. Bastey

By: David E. Leemar

David E. Leemar.
President (Tenant)



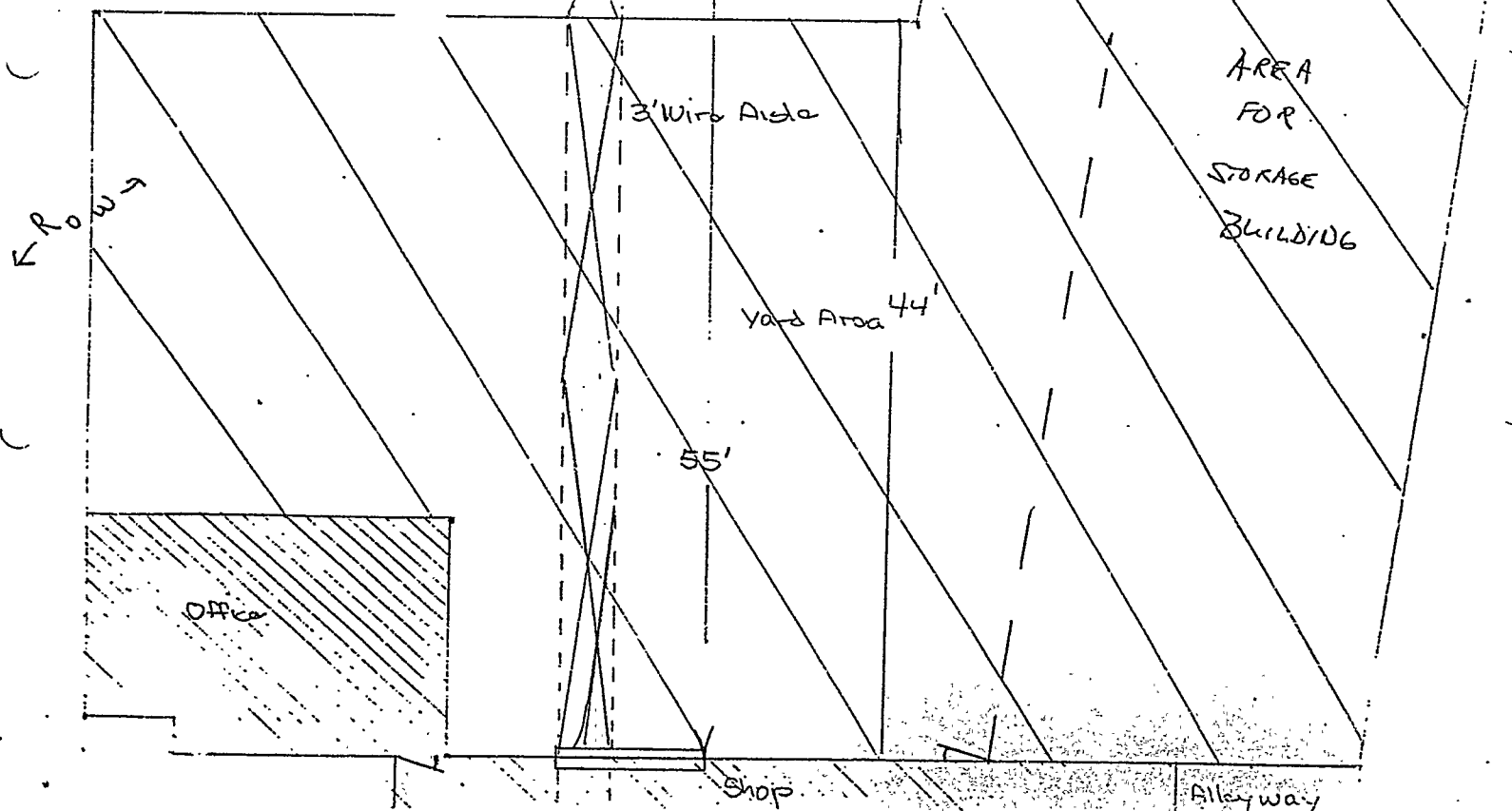
Nov 22, '93

$\frac{1}{8}'' = 1'$

Ex A₂

(3' Row Out 63')

4th Clear Area For Wire Deal
(Approx. 118' From Wall)



D12L
JUN

EXHIBIT B

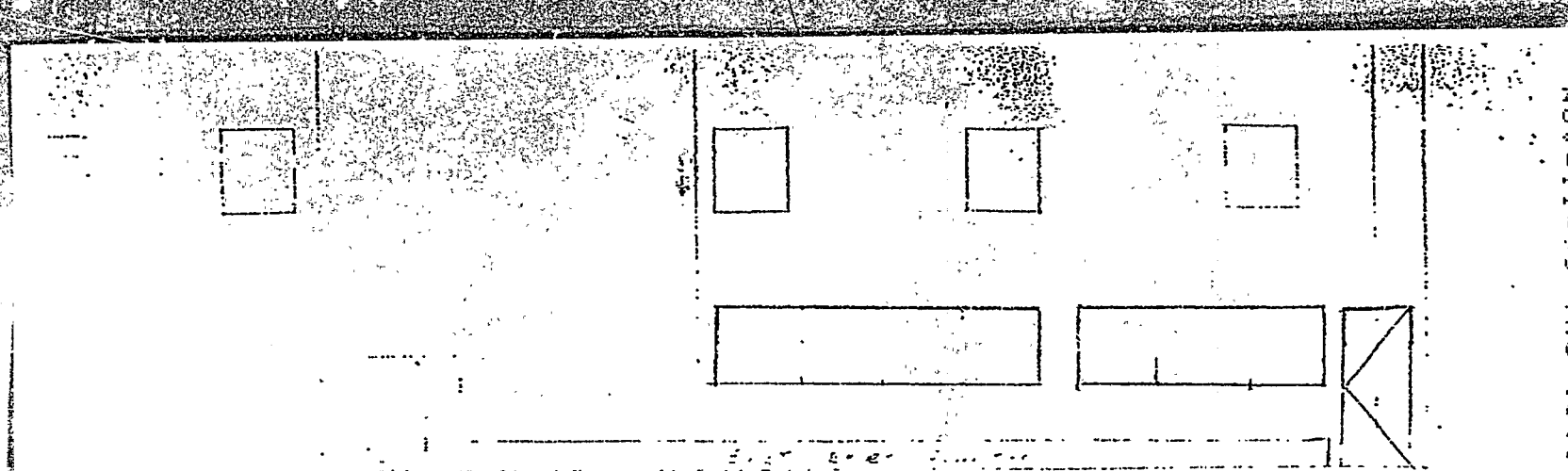
The following is a detailed description and itemization of the work which the landlord will undertake at his expense.

1. The existing electrical service supplying the first floor of 400 Commercial will be split into two separate electrical services. A separate meter by Central Maine Power will be installed to meet electrical usage for tenant areas.
2. A separate meter for gas will be installed by the gas company and the gas company respectively will bill directly to tenant for gas used for heat.
3. The ten foot wide passage to high-bay area will be blocked off with cinder blocks. An entrance pass-door from the rear lobby, at the foot of stairs to the high bay area, will be installed.
4. Landlord will install the plate glass layout for the front of the building as shown on three sketches attached hereto.
5. The landlord will provide no interior build-out i.e. walls, partitions, etc., with the exception of replacing the existing liner panel on the front of the building where the windows and doors are to be installed.
6. The landlord will provide the following improvements in the back offices area:
 - (a) Repair holes in walls, over door etc.;
 - (b) Clean floor;
 - (c) Repair windows including glass and screens;
 - (d) Replace missing and/or damaged ceiling tiles; and
 - (e) Check heating system for proper operation, repair.
7. Front showroom area:
 - (a) Landlord will purchase 16 additional overhead lights for installation by tenant;
 - (b) Landlord will purchase emergency and exit lights as required by code for installation by tenant.
8. Shop area:
 - (a) Landlord will provide mechanism to insure that blacktop (outside) is flush with overhead door footing.

EXHIBIT B

9. General:

- (a) Landlord will repair and/or replace weather stripping as needed;
- (b) Landlord will procure building occupancy and charge of use permits as required.



COMMERCIAL ST. / WEST ELEVATION

NOV 11 1935 THU 10:35 GOMER INC.

REVISION	EST. NO.	Name
	SIZE 60' X 100'	BERTHA MILLS WAREHOUSE
	TYPE MULTI-STORY	PORT AND MAIN
	DRAWN BY D.F.A.	Title
	APPROVED BY	
	SCALE 1/8" = 1'-0"	CROSS SECTION / ELEVATION

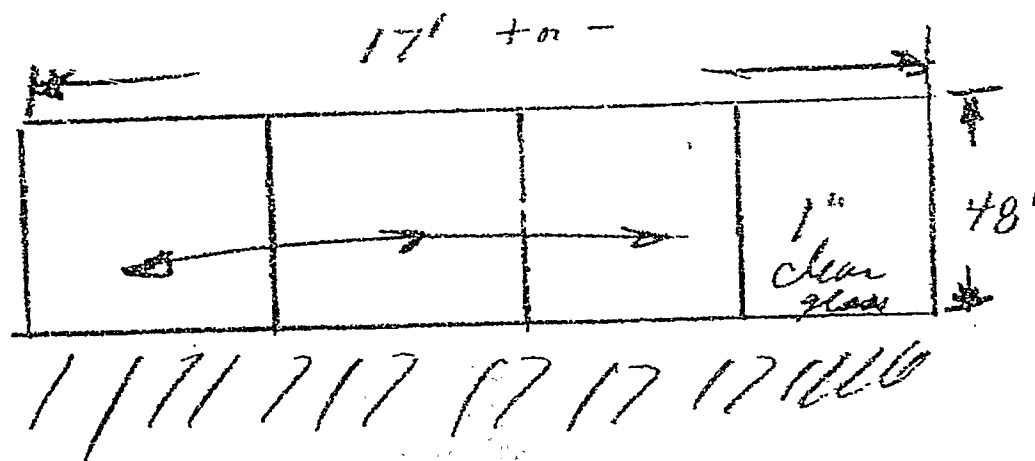
ATTN
Joe

AMERICAN NORTHEAST GLASS

11/10/93

400
COMMERCIAL
STREET

① Store Front
BRONZE FINISH
1" Clear Glass



NOV-11-93 THU 10:08 GOWEN INC.

P.04

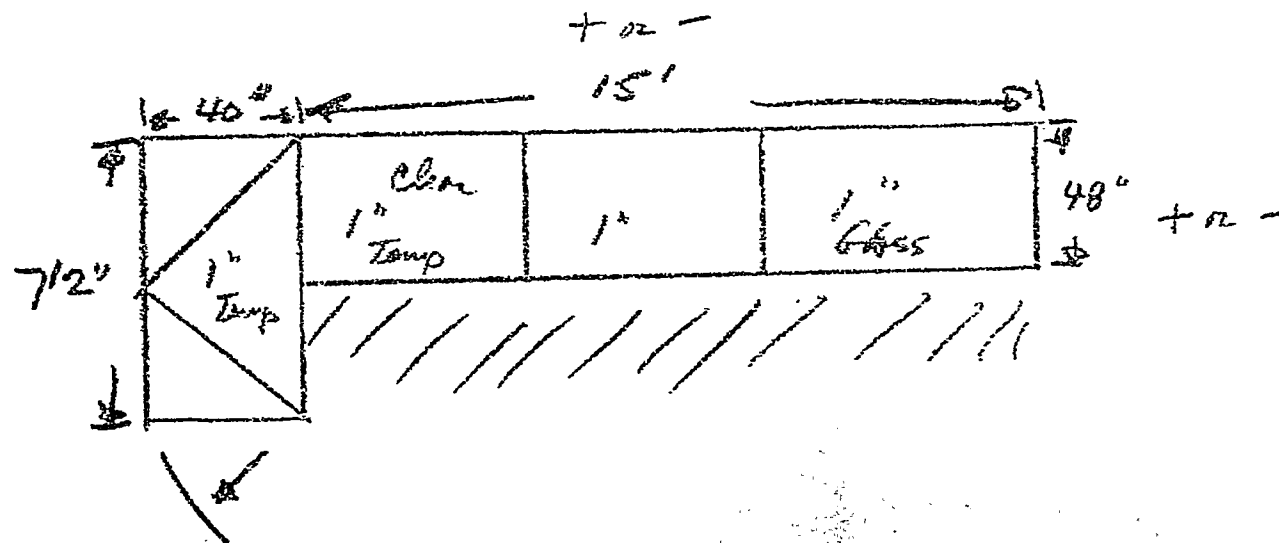
AMERICAN NORTHEAST GLASS

11/10/93

ATTN:
JOC

400
COMMERCIAL
Street

① Store Front
Bronze Finish
1" Clear Glass



City of Portland, Maine -- Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 400 Commercial St		Owner: XXXXXXXXXXXX Berlin Mills Assoc.		Phone:	Permit No: 941135
Owner Address:		Leasee/Buyer's Name: Vessell Services 1 Ptd Fish Pier Ptd, ME 04101 772-5718		Business Name:	
Contractor Name: self		Address:		Phone:	Permit issued: PERMIT ISSUED OCT 19 1994
Past Use: Comm		Proposed Use: Comm w/temp sign		COST OF WORK: \$ FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied Signature:	
				PERMIT FEE: \$ 20.00 INSPECTION: Use Group: / Type: Signature: <i>[Signature]</i>	Zoning Approval: CITY OF PORTLAND Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>
Proposed Project Description: Erect temporary sign. November & December of 1994		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved Approved with Conditions Denied Signature: Date:			
Permit Taken By: Mary Gresik		Date Applied For: 17 Oct 94		Zoning Appeal: <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	

1. This permit application doesn't preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.

David Leeman
SIGNATURE OF APPLICANT David Leeman ADDRESS: DATE: 17 Oct 94 PHONE:

RESPONSIBLE PERSON IN CHARGE OF WORK TITLE PHONE:

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

Action:

- ☐ Approved
☐ Approved with Conditions
☐ Denied

Date: 10/17/94

CEO DISTRICT

2

M. B. MURPHY

940058

Permit # _____ City of Portland BUILDING PERMIT APPLICATION Fee \$10.00 Zone _____ Map # _____ Lot# _____
 Please fill out any part which applies to job. Proper plans must accompany form.

Owner: NSEA Phone # 767-2055
 Address: So. Portland, 04106
 LOCATION OF CONSTRUCTION 400 Commercial St.
 ***~~Owner~~ Lessee: Vessel Services, Inc.
 ***~~Owner~~ One Portland Fish Pier Sub.
 Address: Portland, ME 04106 Phone # 772-5718
 Est. Construction Cost: _____ Proposed Use: _____
 Past Use: _____
 # of Existing Res. Units _____ # of New Res. Units _____
 Building Dimensions: L _____ W _____ Total Sq. Ft. _____
 # Stories: _____ # Bedroom: _____ Lot Size: _____
 Is Proposed Use: Seasonal _____ Condominium _____ Conversion _____
 Explain Conversion Temp. sign 2 sided-lighted
4 X 8 Mobil sign January 27, to February 27, 1994

Foundation:

1. Type of Soil: _____
2. Set Backs - Front _____ Rear _____ Side(s) _____
3. Footings Size: _____
4. Foundation Size: _____
5. Other: _____

Floor:

1. Sills Size: _____ Sills must be anchored.
2. Girder Size: _____
3. Lally Column Spacing: _____ Size: _____
4. Joists Size: _____ Spacing 16" O.C.
5. Bridging Type: _____ Size: _____
6. Floor Sheathing Type: _____ Size: _____
7. Other Material: _____

Exterior Walls:

1. Studding Size _____ Spacing _____
2. No. windows _____
3. No. Doors _____
4. Header Sizes _____ Span(s) _____
5. Bracing: Yes _____ No _____
6. Corner Posts Size _____
7. Insulation Type _____ Size _____
8. Sheathing Type _____ Size _____
9. Siding Type _____ Weather Exposure _____
10. Masonry Materials _____
11. Metal Materials _____

Interior Walls:

1. Studding Size _____ Spacing _____
2. Header Sizes _____ Span(s) _____
3. Wall Covering Type _____
4. Fire Wall if required _____
5. Other Materials _____

White - Tax Assessor

For Official Use Only PERMIT ISSUED

Date: January 27, 1994 Subdivision: _____
 Inside Fire Limits _____
 Bldg Code _____
 Time Limit _____
 Estimated Cost _____
 Name: _____
 Lot: JAN 28 1994
 Ownership: _____
 Public _____
 Private _____

Zoning:

Street Frontage Provided: _____
 Provided Setbacks: Front _____ Back _____ Side _____ Side _____

Review Required:

Zoning Board Approval: Yes _____ No _____ Date: _____
 Planning Board Approval: Yes _____ No _____ Date: _____
 Conditional Use: _____ Variance _____ Site Plan _____ Subdivision _____
 Shoreland Zoning Yes _____ No _____ Floodplain Yes _____ No _____
 Special Exception _____
 Other (Explain) WASH 1-28-94

Ceiling:

1. Ceiling Joists Size: _____
2. Ceiling Strapping Size _____ Spacing _____ Not in District nor Landmark
3. Type Ceilings: _____ Does not require review.
4. Insulation Type _____ Size _____ Requires Review.
5. Ceiling Height: 00.01 *****

Roof:

1. Truss or Rafter Size _____ Span/Action: Approved
2. Sheathing Type _____ Size _____ Approved with Comments
3. Roof Covering Type _____

Chimneys:

Type: _____ Number of Fire Places _____ Date: 1/27/94

Heating:

Type of Heat: Baseboard

Electrical:

Service Entrance Size: 100 AMP Smoke Detector Required Yes _____ No _____

Plumbing:

1. Approval of soil test if required Yes _____ No _____
2. No. of Tubs or Showers _____
3. No. of Flushes _____
4. No. of Lavatories _____
5. No. of Other Fixtures _____

Swimming Pools:

1. Type: _____
2. Pool Size: _____ x _____ Square Footage _____
3. Must conform to National Electrical Code and State Law.

Permit Received By LatiniSignature of Applicant David E. Leeman Date 1/27/94CEO's District 2

CONTINUED TO REVERSE SIDE

Ivory Tag - CEO

2 MGM 4-25-94

PLOT PLAN



FEES (Breakdown From Front)
 Base Fee \$ 10.00
 Subdivision Fee \$ _____
 Site Plan Review Fee \$ _____
 Other Fees \$ _____
 (Explain) _____
 Late Fee \$ _____

Inspection Record		Date
Type		
<i>Progress</i>	<i>Inspection</i>	<i>11/26/94</i>

COMMENTS

insurance submitted

1-26-94 Sign in place - Removing sign.

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as has authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the code official or the code official's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT

ADDRESS

PHONE NO.


RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE

PHONE NO.

SENT BY: MORSE, PAYSON, & NOYES : 1-27-94 : 8:53AM :

7750338-

2077753835: # 1

ACORD. CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)				
PRODUCER Morse, Payson & Noyes 100 Middle Plaza P.O. Box 406 DTG Portland, ME 04112 SAG		<input type="checkbox"/> 1/05/94 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
COMPANIES AFFORDING COVERAGE						
		COMPANY LETTER A	Commerical Union			
		COMPANY LETTER B				
		COMPANY LETTER C				
		COMPANY LETTER D				
		COMPANY LETTER E				
INSURED Vessel Services, Inc. One Portland Fish Pier Portland, ME 04101						
COVERAGE THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	AMR412092	7/26/93	7/26/94	GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT.				EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$50,000
					MED EXPENSE (Any one person)	\$5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS				EACH OCCURRENCE	\$
	<input type="checkbox"/> NON-OWNED AUTOS				AGGREGATE	\$
	<input type="checkbox"/> GARAGE LIABILITY					
	EXCESS LIABILITY					
	<input type="checkbox"/> UMBRELLA FORM					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	OTHER					
DESCRIPTION OF OPERATION/LOCATION/VEHICLES/SPECIAL ITEMS RE: Sign at 400 Commercial Street, Berlin Mills Wharf, Portland, Maine						
CERTIFICATE HOLDER City of Portland Inspection Department 389 Congress Street Room 315 Portland, Maine 04101 Att: Bill Giroux				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
AUTHORIZED REPRESENTATIVE 				INSURED CORPORATION		

BERLIN MILL'S WHARF LEASE

THIS LEASE, dated as of the 1st day of December, 1993.

WITNESSETH: That BERLIN MILLS WHARF ASSOCIATES, a Limited Partnership having its principal place of business at 400 Commercial Street, Portland, Maine (the "Landlord"), hereby leases unto VESSEL SERVICES, INC., a Maine Corporation, having its principal place of business at Portland, Maine (the "Tenant"), the premises located on the first floor (the "Premises") in the building situated at Berlin Mills, 400 Commercial Street, Portland, Maine, for the term, the rent and subject to the conditions and covenants hereinafter provided. For all purposes of this Lease, said Premises shall be deemed to contain 3,300 square feet of rentable floor area on the first floor, which premises constitute 15% of total rentable space in said Building and 3270 square feet of land adjacent to the premises as shown on Exhibit A. Tenant shall also have at all times an unrestricted right of way for its supplies and customers, employees, agents and invitees to travel between Commercial Street and the rear of its premises in the location described on Exhibit A.

The term of this Lease shall commence on December 1, 1993, and shall end on the sixtieth (60) full calendar month after such commencement, unless sooner terminated or extended as provided herein. The Premises shall be occupied and used by the Tenant for sales and installation of marine supplies and any related activities. No easement for light or air is included in the Premises.

If, within six (6) months of the end of the term, but not later than three (3) months prior to the end of the term, Tenant provides Landlord by Certified Mail or In Hand written notice of its intent to do so, Tenant may exercise an option to extend the term for an additional five (5) year period on the same terms and conditions provided herein, except Base Rent shall be "Market Rent" which shall be based upon the rent being paid by tenants of buildings located on Commercial Street in the same zone established in the Portland Zoning regulations. If the term is extended by Tenant, Tenant may exercise a second option to extend the term an additional five (5) year period on the same terms and conditions stated by providing Landlord the required notice within the time specified above.

In consideration thereof, the parties covenant and agree as follows:

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1. *Adaptation*

1.

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Service called in _____

Closing-in 12-28-93 by YB

RECTIONS: / /

1. *Chlorophyll a* and *Chlorophyll b* were determined by the method of Lichtenthaler and Whistler (1973). The total chlorophyll content was determined by the method of Arar and Johnson (1977). The carotenoid content was determined by the method of Lichtenthaler and Whistler (1973). The total carotenoid content was determined by the method of Arar and Johnson (1977). The total carotenoid content was determined by the method of Arar and Johnson (1977).

_____ / _____ / _____

_____ / _____ - - / _____

[illegible]

1



APPLICATION FOR PERMIT
DEPARTMENT OF BUILDING INSPECTIONS SERVICES
ELECTRICAL INSTALLATIONS

Date 12/9/93 19__
Receipt and Permit number 3088

To the CHIEF ELECTRICAL INSPECTOR, Portland, Maine:

The undersigned hereby applies for a permit to make electrical installations in accordance with the laws of
Maine, the Portland Electrical Ordinance, the National Electrical Code and the following specifications:

LOCATION OF WORK: 400 Commercial St.
OWNER'S NAME: Schmaader ADDRESS: _____

OUTLETS: _____ FEES _____

Receptacles _____ Switches _____ Plugmold _____ ft. TOTAL _____

FIXTURES: (number of) _____

Incandescent _____ Fluorescent _____ (not strip) TOTAL _____

Strip Fluorescent _____ ft. _____

SERVICES: _____

Overhead _____ Underground _____ Temporary _____ TOTAL amperes _____

METERS: (number of) 3 charge one meter to three meters 3.00

MOTORS: (number of) _____

Fractional _____ FOR SEPARATE TENANTS

1 HP or over _____

RESIDENTIAL HEATING: _____

Oil or Gas (number of units) _____

Electric (number of rooms) _____

COMMERCIAL OR INDUSTRIAL HEATING: _____

Oil or Gas (by a main boiler) _____

Oil or Gas (by separate units) _____

Electric Under 20 kws _____ Over 20 kws _____

APPLIANCES: (number of) _____

Ranges _____ Water Heaters _____

Cook Tops _____ Disposals _____

Wall Ovens _____ Dishwashers _____

Dryers _____ Compactors _____

Fans _____ Others (denote) _____

TOTAL _____

MISCELLANEOUS: (number of) _____

Branch Panels _____

Transformers _____

Air Conditioners Central Unit _____

Separate Units (windows) _____

Signs 20 sq. ft. and under _____

Over 20 sq. ft. _____

Swimming Pools Above Ground _____

In Ground _____

Fire/Burglar Alarms Residential _____

Commercial _____

Heavy Duty Outlets, 220 Volt (such as welders) 30 amps and under _____

over 30 amps _____

Circus, Fairs, etc. _____

Alterations to wires _____

Repairs after fire _____

Emergency Lights, battery _____

Emergency Generators _____

FOR ADDITIONAL WORK NOT ON ORIGINAL PERMIT INSTALLATION FEE DUE: _____

FOR REMOVAL OF A "STOP ORDER" (304-16.b) DOUBLE FEE DUE: _____

TOTAL AMOUNT DUE: 15.00

INSPECTION: _____ minimum fee

Will be ready on _____, 19__; or Will Call X

CONTRACTOR'S NAME: Seacoast Elect

ADDRESS: 74 Greenwood Ln- Ptld

TEL.: 774-6179

MASTER LICENSE NO.: #03088

LIMITED LICENSE NO.: _____ SIGNATURE OF CONTRACTOR: Harry G. Papka

INSPECTOR'S COPY — WHITE

OFFICE COPY — CANARY

CONTRACTOR'S COPY — GREEN

Permit Number 3033Permit Number 5088

Location 400 Columbia

Owner SCM RRP

Date of Permit 12-6-69

Final Inspection 12-13

By Inspector John J. [Signature]

Permit Application Register Page 14

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SS 79-11

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See called in 9:15 AM

Closing-in _____ by _____

PROGRESS INSPECTIONS.

179

100

1. *Journal of the American Medical Association*, 277, 1996, 1000-1001.

2011

DATE:

REMARKS:

[illegible]

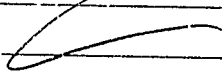
City of Portland, Maine - Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 600 Commercial St		Owner: XXXXXXXXXXXX Berlin Mills Assoc.		Phone:	Permit No: 941135
Owner Address:		Lease/Buyer's Name: Vessell Services 1 Pctld Fish Pier		Phone:	
Contractor Name: self		Address:		Business Name: Pctld, ME 04101 772-5718	Permit Issued: PERMIT ISSUED OCT 19 1994 CITY OF PORTLAND
Fast Use: Comm		Proposed Use: Comm w/temp sign		Signature:	
Proposed Project Description: Erect temporary sign. November & December of 1994		COST OF WORK: \$		PERMIT FEE: \$ 20.00	Zoning Approval: Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> major <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>
		FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: Type:	
		Signature:		Signature:	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied
		PEDESTRIAN ACTIVITIES DISTRICT (P.U.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied		Date:	
Permit Taken By: Mary Gresh		Date Applied For: 17 Oct 94			
<p>1. This permit application doesn't preclude the Applicant(s) from meeting applicable State and Federal rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>					
<p align="center">CERTIFICATION</p> <p>I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit</p>					
SIGNATURE OF APPLICANT David L...		ADDRESS:		DATE: 17 Oct 94	PHONE:
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE				PHONE:	CEO DISTRICT 2 M. B. M...
<p>White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector</p>					

COMMENTS

Nov - Dec 94 - Sign in place - appears to be located properly - will
be removed in jan.

OIC



	Type	Insp'n Record	Date
Foundation:			
Framing:			
Plumbing:	OK		
Final:			
Other:			

SIDEWALK &
CURB TO BE
INSTALLED ALONG
WITH STREET
PROJECT

RELOCATE POLE
IF REQUIRED

REMOVABLE
FENCE POST

DRIVEWAY

GATE REMOVE
FOR 32' OPENING

APPROX. LOC. OF
EXIST. DR.

COMMERCIAL ST.

2' WIDE
BRICK PLANTER

PROPOSED
60' x 100'
4-STORY BLDG.

PRO.
BU.

CONC. SIDEWALK &
GRANITE CURB TO BE
INSTALLED TO MATCH
STREET PROJECT
SIDEWALK LOCATION
& ELEVATION PER
CITY ENGINEER

Temporary Sign
8' L X 4' 8" H

PRECAST CON-
CRETE WHEEL STOP
SHOWN & WHI

EXISTING
BUILDING

ADDENDUM CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER Morse, Payson & Noyas 100 Middle Plaza P.O. Box 406 DTS Portland, ME 04112 SAC		10/17/94			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
COMPANIES AFFORDING COVERAGE					
INSURED Vessel Services, Inc. One Portland Fish Pier Portland, ME 04101		COMPANY LETTER A Commercial Union COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E			
COVERAGE THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.	000052913	7/26/94	7/26/95	GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXPENSE (Any one person) \$5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE
	OTHER				
DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS					
CERTIFICATE HOLDER City of Portland Congress Street Portland, Maine Att: Inspection Department		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
AUTHORIZED REPRESENTATIVE <i>[Signature]</i>					

Permit Number 1
Location 440 Commercial

Location ~~State~~

Cwiler

Date of Permit

Final Inspection

By I. Spector

Permit Application Register Page No. _____

INSPECTIONS: Service _____ by _____

Service called in _____

Closing-in _____ by _____

PROGRESS INSPECTIONS:

5/28/86

_____ / _____ / _____

2025

CODE

COMPLIANCE

COMPLETED

DATE _____

DATE:

REMARKS:

DATE:	REMARKS:
5/30/86	CMP called for meter -



APPLICATION FOR PERMIT
DEPARTMENT OF BUILDING INSPECTIONS SERVICES
ELECTRICAL INSTALLATIONS

Date May 28, 19 86
Receipt and Permit number D 25839

To the CHIEF ELECTRICAL INSPECTOR, Portland, Maine:

The undersigned hereby applies for a permit to make electrical installations in accordance with the laws of Maine, the Portland Electrical Ordinance, the National Electrical Code and the following specifications:

LOCATION OF WORK: 400 Commercial St.

OWNER'S NAME: Gowen Inc. ADDRESS: same

FEES

OUTLETS:

Receptacles _____ Switches _____ Plugmold _____ ft. TOTAL _____

FIXTURES: (number of)

Incandescent _____ Fluorescent _____ (not strip) TOTAL _____

Strip Fluorescent _____ ft. _____

SERVICES:

Overhead _____ Underground _____ Temporary xx TOTAL amperes 30 .. 3.00

METERS: (number of) 1

MOTORS: (number of)

Fractional _____

1 HP or over _____

RESIDENTIAL HEATING:

Oil or Gas (number of units) _____

Electric (number of rooms) _____

COMMERCIAL OR INDUSTRIAL HEATING:

Oil or Gas (by a main boiler) _____

Oil or Gas (by separate units) _____

Electric Under 20 kws _____ Over 20 kws _____

APPLIANCES: (number of)

Ranges _____ Water Heaters _____

Cook Tops _____ Disposals _____

Wall Ovens _____ Dishwashers _____

Dryers _____ Compactors _____

Fans _____ Others (denote) _____

TOTAL _____

MISCELLANEOUS: (number of)

Branch Panels _____

Transformers _____

Air Conditioners Central Unit _____

Separate Units (windows) _____

Signs 20 sq. ft. and under _____

Over 20 sq. ft. _____

Swimming Pools Above Ground _____

In Ground _____

Fire/Burglar Alarms Residential _____

Commercial _____

Heavy Duty Outlets, 220 Volt (such as welders) 30 amps and under _____

over 30 amps _____

Circus, Fairs, etc. _____

Alterations to wires _____

Repairs after fire _____

Emergency Lights, battery _____

Emergency Generators _____

INSTALLATION FEE DUE:

FOR ADDITIONAL WORK NOT ON ORIGINAL PERMIT DOUBLE FEE DUE:

FOR REMOVAL OF A "STOP ORDER" (304-16.b)

TOTAL AMOUNT DUE:

min

3.50

5.00

INSPECTION:

Will be ready on _____, 19____; or Will Call xx

CONTRACTOR'S NAME: Jin Rumpf

ADDRESS: 400 Commercial St.

T'EL: 773-1761

MASTER LICENSE NO.: 04748

LIMITED LICENSE NO.: _____

SIGNATURE OF CONTRACTOR:

Jin Rumpf