

# LEASE

Dated: May \_\_\_\_, 20\_\_

## **1.0 DEFINITIONS**

As used in this Lease, the following words and phrases shall have the meanings indicated:

### **1.1 LESSEE:**

Address:

Attention:

### **1.2 LESSOR:**

Address:

Attention:

### **1.3 PREMISES:**

As shown in red on Exhibit "A" and being a

### **1.4 TERMS:**

Two (2) years commencing \_\_\_\_\_ ( t h e Commencement Date), with a Scheduled Occupancy Date of \_\_\_\_\_, and ending at midnight on the twenty-fourth (24th) month following occupancy.

### **1.5 RENEWAL TERM:**

To be negotiated during last three (3) months of Lease

### **1.6 ANNUAL FIXED RENTAL:**

Forty-eight Thousand Dollars (\$48,000.00) per year payable in twenty-four (24) equal monthly installments of Four Thousand Dollars (\$4,000.00) per month.

1.7 BASE YEAR  
REAL ESTATE  
TAXES: Six Thousand Dollars (\$6,000.00)

1.8 THE COMPLEX: The \_\_\_\_\_ commercial complex  
situated on

1.9 ADDITIONAL  
RENTAL: All maintenance and improvements, all utilities,  
insurance and maintenance costs and expenses  
relating to or incurred by LESSOR for ownership of  
The Premises, and Tax expense as set forth in  
Section 4 shall be deemed as "Additional Rent".

1.10 OTHER:

2.0 RENTAL OF PREMISES -- ANNUAL FIXED RENTAL:

LESSOR hereby leases unto LESSEE The Premises, described in  
Section 1.3 above, subject to the agreements and conditions set forth  
herein.

TO HAVE AND TO HOLD for a period beginning with the  
Commencement Date, and continuing for the Term, (or the Renewal  
Term) unless sooner terminated as hereinafter provided.

YIELDING AND PAYING 1/12th Annual Fixed Rental and 1/12th  
of Additional Rental, as set forth below, for each full calendar month of  
the Term and of the appropriate portion of such 1/12th for any part of a  
calendar month at the beginning or end of the Term, payable in advance  
on the first day of the calendar month or part.

**3.0                    ADDITIONAL RENTAL:**

3.1                    LESSEE, for the period commencing with the Scheduled Occupancy Date until the end of the Term, shall pay, in addition to the Annual Fixed Rental, Additional Rental, computed as follows:

                         All real estate taxes up to the Base Year Real Estate Taxes (See Section 4).

                         Additional Rental shall be estimated by LESSOR in advance of each fiscal year and paid monthly on the basis of such estimates, adjustments to be made to actuals as soon as practical after the end of each fiscal year.

**4.0                    TAX EXPENSES:**

4.1                    LESSOR's real estate tax expense on The Premises (up to the Base Year Real Estate Tax) shall include real estate taxes and assessments on The Premises including without limitation, water, taxes, sewer rents, use or occupancy or similar taxes with respect to the property, and legal and other expenses of any proceedings for abatement or reduction of such taxes, assessments or other charges, shall be paid by LESSEE as Additional Rent.

**5.0                    ADDITIONS TO COMPLEX:**

                         It is the intention of the parties that LESSEE's (share of LESSOR's increases in) tax expenses will be computed on The Premises as presently constituted. In the event buildings or stories or additional spaces are added to The Premises or the present building enlarged, so as to increase tax expenses, then unless LESSEE shall occupy the same, appropriate adjustments shall be made so that LESSEE shall not share such increased tax expenses attributable to The Premises on the basis of the ratio between the square footage of The Premises and the resulting square footage of the new Complex. Nothing, however, in this Lease shall affect LESSOR's right to change The Premises, or any buildings thereon, in any way or manner LESSOR deems desirable, provided that such change does not unreasonably interfere with LESSEE's occupancy of The Premises or access thereto; which access shall always include parking for at least twenty (20) cars.

**6.0 MAINTENANCE AND REPAIRS:**

LESSEE will maintain the grounds and The Premises including:

Snow plowing and maintenance of roadways, walks, but only from Allen Avenue into The Demised Premises;

Painting of exterior portions of The Premises, including window frames, doors, and trim;

Normal maintenance of the interior of The Premises and repairs required of LESSEE;

Maintenance of heating units and wiring, piping, plumbing fixtures and conduits within The Premises;

Water supply and sewage disposal systems (except to the extent such systems are or become "public utilities"), but only to the extent contained within The Premises;

**7.0 (INTENTIONALLY DELETED)**

**8.0 ELECTRICITY, AIR CONDITIONING, WATER AND SEWERAGE:**

8.1 LESSOR shall provide reasonable (i) water service, (ii) waste water disposal service and (iii) electric or gas service for space heating and cooling and for general commercial use of The Premises consistent with the permitted use as set forth in Section 13.6 below; and consistent with standards set by public authorities from time to time and with due consideration for national energy policies and goals; provided, however, that payment to the appropriate service provider for electricity, gas heater and water consumed within or on The Premises shall be LESSEE's obligation and responsibility during this Lease or any extension thereof.

**9.0 REPAIRS GENERALLY:**

9.1 All repairs, alterations, additions and restoration by LESSEE required or permitted shall be done in a good and workmanlike manner and in compliance with all applicable laws and lawful ordinances,

regulation and orders of governmental authority and the reasonable requirements of the insurers of the buildings. All improvements, alterations and additions to The Premises and fixtures and equipment serving it made or installed at any time by LESSEE shall be part of the building, unless LESSOR shall have agreed in writing with LESSEE to the contrary and except for signs, machinery, fixtures or equipment installed by LESSEE and used in LESSEE's business and not serving the building.

9.2 LESSOR reserves the right from time to time, without unreasonable interference with LESSEE's use or the configuration of The Premises, to install, use, maintain, repair and replace within The Premises pipes, wires, conduits, and appurtenances for electricity, telephone, heat, air conditioning, and other utilities for service to other parts of the Complex served by such, or for additions thereto, including additional central utility or mechanical systems for the Complex.

**10.0 SIGNS:**

LESSEE may erect and maintain suitable identification signs on the exterior of The Premises and at the common foyer providing entrance thereto, subject to the applicable municipality's sign ordinances with applicable restrictions or regulations of other public authority and, further, providing the same are approved by LESSOR, which approval shall not be unreasonably withheld.

**11.0 QUIET ENJOYMENT:**

11.1 LESSOR agrees that LESSEE, on paying the Annual Fixed Rental and Additional Rental and performing the LESSEE's obligations of this Lease, shall peacefully and quietly have and hold and enjoy The Premises in accordance with the provisions hereof, through the Term or until it is terminated as hereinafter provided, free from disturbance or interference from LESSOR and anyone claiming by, through or under LESSOR.

11.2 LESSOR shall also have the unqualified right to include, by notice to LESSEE, additional principals of or owners of LESSOR hereunder to substitute additional owners for original owner hereunder; provided, however, that nothing herein stated shall absolve the LESSOR, as it is constituted from time to time, from its, or presently primary responsibility as LESSOR hereunder.

## **12.0 MORTGAGES:**

12.1 This Lease shall be subject and subordinate to any mortgage now or hereafter on the entire property and to each advance made or to be made under any mortgage and to all renewals, modifications, consolidations, replacements, and extensions thereof and all substitutions therefor. This section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, LESSEE shall execute and deliver promptly any certificate that LESSOR or any mortgagee may request. In the event that any mortgagee or respective successor in title shall succeed to the interest of LESSOR, then, at the option of such mortgagee or successor, this Lease shall nevertheless continue in full force and effect and LESSEE shall and does hereby agree to attorn to such mortgagee or successor and to recognize such mortgagee or successor as its LESSOR. Any such mortgagee may subordinate its mortgage or encumbrance to this Lease, without LESSEE's consent, by notice in writing to LESSEE, and thereupon this Lease shall be deemed prior in lien to such mortgage or encumbrance without regard to their respective dates of execution and delivery, and such mortgagee shall have the same rights with respect to this Lease as though it had been executed and delivered prior to the execution and delivery of the mortgage and had been assigned to such mortgagee.

12.2 Notwithstanding the provisions of Section 12.1 herein, this Lease shall not be subordinated to any subsequent hereto mortgage as provided therein, unless and until the mortgagee shall have delivered to LESSEE a standard form mortgage non-disturbance agreement which provides that such mortgagee shall not disturb LESSEE's tenancy hereunder if and so long as LESSEE shall not be in default under the Terms of this Lease.

12.3 Subject to the provisions of Section 12.2 herein, LESSEE agrees, from time to time as may be requested by LESSOR, to execute, acknowledge, and deliver to LESSOR all or any of the following documents: an agreement to recognize and attorn to any mortgagee or party holding a similar encumbrance now or hereafter placed on The Premises or any part thereof; agreement certifying to such a party as LESSOR may designate, including any mortgagee, that this Lease is in full force and effect and unmodified and that LESSEE has no defense, off-sets or counterclaim hereunder or otherwise against LESSOR, with respect to this Lease or The Premises (or if such not be the case, specifying in reasonable detail the extent and nature thereof) and the date to which Rent has been paid; and any other instrument as may be reasonably requested to be executed by LESSEE by any mortgagee of The Premises or any part thereof.

12.4 LESSOR reserves the right to assign, without notice, this Lease as additional security for and under any and all construction and/or permanent financing accommodations for construction of The Premises.

**13.0 LESSEE'S COVENANTS:**

LESSEE agrees that so long as LESSEE's occupancy continues that:

**13.1 Alterations or Additions.**

LESSEE will not, without on each occasion first obtaining LESSOR's prior written approval, make any alterations or additions to the exterior of the building, nor erect any exterior signs or other structures on The Premises, except as permitted herein; nor shall LESSEE make any interior alterations or additions except for minor changes for which LESSEE shall have first given LESSOR notice and which do not reduce the value of the building, impair its operation or structural strength except for installation of trade fixtures and equipment whose installation, use and removal will not damage the building, and except for the alterations, and additions set forth in Section 21 Leasehold Improvements, herein, to which LESSOR gives its consent.

13.2 Overloading: Compliance with Laws.

LESSEE will not overload or deface The Premises or Complex nor permit any use contrary to law, or lawful ordinance, regulations or order of public authority, whether with respect to safety appliances or to alterations, repairs, or additions required as a condition for continuance of use or otherwise.

13.3 Assignment or Subletting.

LESSEE shall not sublet to any person or entity all or any part of The Premises without the prior written consent of LESSOR; provided however, that LESSEE shall guarantee the performance of LESSEE's obligations by any such Sublessee who acquires any estate in or use of The Premises. LESSEE shall likewise not assign this Lease to any third party without the prior written consent of LESSOR.

13.4 LESSOR's Liability.

LESSEE agrees that LESSOR shall not be responsible for any loss or damage to person or property on The Premises or for any loss or damage to LESSEE, its agents or invitees, or to the property of LESSEE, its agents or invitees, in or on The Premises, unless caused by wrongful act or negligence of LESSOR, its employees, agents, invitees, guests or other persons claiming by or through LESSOR.

13.5 Indemnification.

The parties agree to save each other harmless and indemnified from any liability for injury, loss, accident or damage to any person or property, and from any claims, actions, proceedings and cost in connection therewith, including reasonable counsel fees, arising from such party's failure to perform such party's obligations hereunder, from the wrongful act or negligence of such party, or arising from any use made or thing done on or about The Premises or otherwise occurring thereon, and not due to wrongful act or negligence of the other party; and that LESSEE will keep all LESSEE's employees working in The Premises



covered by Workmen's Compensation Insurance and carry comprehensive liability insurance in the minimum amount of Three Hundred Thousand Dollars (\$300,000.00) for injury to any one person, One Million Dollars (\$1,000,000.00) for injury to one or more persons in any one accident, and Fifty Thousand Dollars (\$50,000.00) per accident for injury to property and provide LESSOR with certificates thereof.

13.6 Use; Licenses.

LESSEE agrees to use The Premises only for conducting the business of operating a wholesale and retail furniture and gift store, and not for use or uses resulting in noxious odors, excessive noise, and to procure any governmental licenses and permits from time to time required therefor; not to permit open storage on The Premises detrimental to the appearance of a commercial business development except within the confines of storage areas appropriately designated by appropriate municipal authorities, and to require loading and unloading, and parking of cars for employees, customers and visitors, in connection with LESSEE's business, to be done so far as practicable on The Premises and in designated spaces; provided, however, that if LESSEE's use of The Premises results in an increase in LESSOR's costs of insuring the Complex, LESSEE may, at the option of LESSOR, be required to reimburse LESSOR the amount of such increase resulting from LESSEE's use upon receipt of LESSOR's statement therefor as Additional Rental hereunder; provided further that if LESSEE shall discontinue such use or take other corrective action and such discontinuance or corrective action results in a decrease in the amount previously increased, LESSEE shall receive the benefit thereof and the appropriate adjustment made.

13.7 Inspection.

LESSEE agrees to permit LESSOR to examine The Premises at reasonable times for the purpose of inspecting the same to assure LESSOR with regard to the performance by LESSEE of the Terms and conditions hereof, and, during the six (6) months prior to expiration of the Term, to show The Premises to prospective purchasers and tenants, and keep affixed in suitable places without obstructing LESSEE's signs or displays, notices for letting appropriately made.

13.8 Yield Up.

LESSEE agrees, at the expiration or earlier termination of the Term, promptly to yield up, clean and neat, The Premises and all improvements, alterations, and additions thereto (unless required to be removed) and all fixtures and equipment, servicing the building and to remove LESSEE's signs, goods and effects and any machinery, fixtures and equipment used in the conduct of LESSEE's business not serving the building, and any improvements, alterations, and additions made by LESSEE which LESSOR, either in connection with approval therefor or by notice to LESSEE given no later than thirty (30) days prior to the expiration of the Term, shall have directed be removed by LESSEE, and to repair any damage caused by the removal.

13.9 Charges in Lieu of Real Estate Taxes.

LESSEE agrees to pay as Additional Rental to LESSOR promptly when due any use and/or occupancy or similar tax now or hereafter imposed upon LESSOR by the State of Maine or any political subdivision thereof, which is based or measured in whole or in part by Rental amounts charged or received by LESSOR under this Lease; provided, however, that LESSEE's obligation with respect to any such tax shall be limited to the amount thereof as computed at the rates that would be payable if said amounts charged or received by LESSOR under this Lease were the sole taxable income of LESSOR without deduction or provision for any deductions, exemptions, or credits to which LESSOR may be entitled in computing said tax, to the extent, under law, LESSOR is obligated to collect and remit the same or is permitted and elects to do so, and with a full credit for all real estate taxes paid by LESSEE during the same taxing period, including an assumed payment of Six Thousand Dollars (\$6,000.00) per year.

13.10 Attachments.

LESSEE shall suffer no attachments or other liens to be filed against The Premises and shall cause any such liens to be removed within thirty (30) days of the restriction of such.

**14.0 DAMAGE BY FIRE OR CASUALTY:**

14.1 In case of damage to The premises by fire or casualty or action of public authority in consequence thereof, LESSOR shall repair the damage, but shall not be required to expend in the repair of The Premises and any other portions of the entire property sustaining such damage more than the proceeds of such insurance. The work shall be commenced within thirty (30) days and completed with due diligence, except for delays due to governmental regulation, or causes beyond LESSOR's reasonable control, and LESSOR shall be entitled to receive and retain the proceeds of all insurance against the damage.

14.2 Notwithstanding the above provision, if one-third (1/3) or more of the rentable area of The Premises shall be so damaged and rendered untenantable, LESSOR or LESSEE may terminate this Lease upon thirty (30) days prior notice to the other.

**15.0 WAIVER OF SUBROGATION:**

LESSOR and LESSEE hereby release the other from any and all liability or responsibility to the other or any one claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder.

LESSOR and LESSEE each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but neither party shall be obligated to do so, so that if such other party shall decline to pay the said extra cost, or if either party cannot purchase said clause or endorsement at any price, this section shall be null and void and of no further effect so long as the impediment to purchase shall last.

**16.0 RENT ABATEMENT:**

In case The Premises, or a portion thereof, are rendered untenable by fire or other casualty or action of public authority in consequence thereof, or by eminent domain taking, a just portion of the Fixed Rent and Additional Rental, according to the nature of the injury and the amount of area so rendered untenable, shall be abated until the repair is completed.

**17.0 EMINENT DOMAIN:**

17.1 LESSOR reserves and excepts all rights to damages to The Premises, the Complex and the Leasehold hereby created occurring in the case of exercise of eminent domain, and LESSEE hereby grants to LESSOR all LESSEE's rights to damage so occurring and agrees to deliver such further instruments of assignment thereof as LESSOR may from time to time reasonably request. LESSOR shall, however, allocate fairly to LESSEE's interests so assigned a portion of LESSOR's claim for damages and shall pay to LESSEE from the damages when received the amount, if any, by which they are increased by reason of taking of fixtures or equipment and of alterations or improvements separately paid for by LESSEE and which LESSEE is entitled to remove, as well as any for relocation or business interruption.

17.2 In case of exercise of eminent domain which reduced the floor area of The Premises by more than one-third (1/3), LESSOR or LESSEE may terminate this Lease; such termination by either party to be by notice to the other within sixty (60) days thereafter, and in either such case, this Lease shall terminate as of the date when portion taken is required by the condemning authority to be vacated; and LESSOR may so terminate notwithstanding LESSOR's entire interest may have been divested. If after exercise of eminent domain, this Lease is not terminated, LESSOR shall do such work as may be reasonably necessary to restore what may remain of The Premises to tenantable condition for LESSEE's use, if The Premises are affected, but shall not be required to expend in restoration of The Premises, more than the balance of damages LESSOR reasonably expects

to be available for restoration. The work shall be commenced within two (2) weeks after the date when LESSEE is required to vacate The Premises or portion thereof taken and completed with due diligence, except for delays due to governmental regulation, unusual scarcity of or inability to obtain labor or materials or causes beyond LESSOR's reasonable control. If at any time it is determinable that the balance of damages available for restoration will not be sufficient to pay the cost of restoration of The Premises, LESSOR may terminate this Lease by giving LESSEE at least ninety (90) days prior notice specifying the termination date. If the balance of damages available for restoration exceeds the cost of restoration, the excess allocable to The Premises shall be held by and be the property of LESSOR.

17.3

If the whole or any part of The Premises shall be acquired or condemned by eminent domain for any temporary public or quasi-public use or purpose, this Lease shall be and remain unaffected thereby and LESSEE shall be entitled to receive for itself such portion or portions of any award made for such use with respect to the period of taking which is within the Term, provided that if such taking shall remain in force at the expiration or earlier termination of the Lease, LESSEE shall then pay LESSOR a sum equal to the reasonable cost of performing any obligations required of LESSEE by this Lease with respect to the surrender of The Premises except costs resulting from the taking or the use of The Premises by such public authority and upon such payment LESSEE shall be excused from any such obligations. It is further understood and agreed that if during such taking the Term of this Lease shall terminate prior to its expiration date, LESSEE shall pay to LESSOR any portion of the award received by LESSEE applicable to the unexpired portion of the Term.

**18.0            DEFAULT:**

If LESSEE or any Guarantor of this Lease (i) fails to pay any Rent or other sum of money due LESSOR hereunder when due and such failure continues for a period of twenty (20) days, (ii) fails to observe or perform any of the other LESSEE's agreements herein contained and such failure continues after written

notice from LESSOR for more than thirty (30) days, (iii) makes any assignment for the benefit of creditors, (iv) files a petition under any bankruptcy or insolvency law, or if any such petition is filed against LESSEE or such guarantor and is not dismissed within ninety (90) days, or if a receiver or similar officer or creditor of LESSEE or any Guarantor of this Lease becomes entitled to this Leasehold and it is not returned to LESSEE within thirty (30) days, or if substantially all of LESSEE's or any Guarantor of this Lease or LESSEE's interest in this Lease is taken on execution or other process of law in any action against LESSEE, then, or if there is any change in the person or entities owning LESSEE which change results in any person or entity who does not presently own any interest in LESSEE acquiring a ten percent (10%) or greater interest in LESSEE, LESSEE shall be deemed to be in default hereunder, and LESSOR may immediately or at any time thereafter and without demand or further notice make entry and repossess, and without any liability for so doing, The Premises as of LESSOR's former estate, without prejudice to any other remedies; and thereupon this Lease shall terminate; and in case of such termination, or termination by legal proceedings for default, LESSOR shall use LESSOR's best efforts to re-let The Premises for an equitable Rental; and LESSEE shall indemnify LESSOR during the remaining period before this Lease would otherwise expire against all loss or damage suffered by reason of the termination, the loss or damage, if any, for each Lease month to be paid at the end thereof. Nothing herein contained shall, however, limit or prejudice the right of LESSOR to exercise any or all rights and remedies available to LESSOR or to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damage referred to above.

**19.0**      **RENEWAL TERM:**

LESSOR agrees to negotiate in good faith with LESSEE for the renewal of this Lease, provided LESSEE request the same prior to the twenty-first month of this Lease, unless The Premises have been sold or are under "Purchase and Sale Agreement".

**20.0**      **GENERAL:**

20.1              A notice of this Lease or short form Lease shall be executed by the parties in recordable form and recorded, if required under Maine Law to protect the rights of LESSEE and LESSOR hereunder. Upon request of either party, both parties shall execute and deliver an instrument in form appropriate for recording acknowledging the date the Term begins, and if this Lease is terminated before the Term expires, an instrument in form acknowledging the date of termination of this Lease.

20.2              No consent or waiver, express or implied, by LESSOR or LESSEE to or of any breach of any agreement or duty to the other shall be construed as a consent or waiver of any other breach of the same or any other agreement or duty.

20.3              Whenever approval or consent by LESSOR or LESSEE is expressly required by this Lease, the approval or consent by LESSOR or LESSEE is expressly required by this Lease, the approval or consent shall not be withheld unreasonably.

20.4              Whenever any notice, approval, consent, or request is given pursuant to this Lease, it shall be in writing. Communications and payments, unless otherwise specified by fifteen (15) days prior notice, shall be addressed to the party's address stated in Section 1 above. Any communication so addressed shall be deemed duly served if mailed by registered or certified mail, return receipt requested. If LESSOR by notice to LESSEE at any time designates an agent to receive payments or notices, all payments or notices thereafter by LESSEE shall be paid or given to the agent designated until notice is received by LESSEE from LESSOR of termination of the agency.

20.5 The invalidity or non-enforceability of any provision of this Lease shall not affect or render invalid or non-enforceable any other provision hereof. The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns, except that LESSOR shall be liable only for obligations occurring before the beginning of the Term, or thereafter while owner of the entire property, and that if LESSOR is acting under any trust, the obligations of LESSOR shall be binding upon the trust estate, but not upon any trustee, officer, shareholder or beneficiary of the trust individually.

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

20.7 Further, if the holder of a mortgage or deed of trust which includes The Demised Premises, notifies LESSEE that such holder has taken over LESSOR's rights under this Lease, LESSEE shall not assert any right to deduct the cost of repairs or any monetary claim against LESSOR from Rent thereafter due and payable, but shall look solely to LESSOR for satisfaction of such claim.

20.8 **Waiver.**

Failure on the part of LESSOR to complain of any action or inaction on the part of LESSEE, no matter how long the same may continue, shall never be deemed to be a waiver by LESSOR of any of his rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by LESSOR shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof, shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of LESSOR to or of



any action by LESSEE requiring LESSOR's consent or approval shall not be deemed to waive or render unnecessary LESSOR's consent or approval to or of any subsequent similar act by LESSEE. Any consent required of LESSOR in any provision of this Lease may be withheld by LESSOR in its sole discretion unless the provision requiring such consent specifically states that LESSOR shall not withhold such consent unreasonably.

20.9 No payment by LESSEE, or acceptance by LESSOR, of a lesser amount than shall be due from LESSEE to LESSOR shall be treated otherwise than as a payment on account. The acceptance by LESSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and LESSOR may accept such check without prejudice to any other rights or remedies which LESSOR may have against LESSEE.

20.10 Status Report.

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement of the status of any matter pertaining to this Lease. Without limiting the generality of the foregoing, LESSEE specifically agrees, promptly upon the commencement of the Term hereof, to notify LESSOR in writing of the Commencement Date, and acknowledge satisfaction of the requirements with respect to construction and other matters by LESSOR, save and except for such matters as LESSEE may wish to set forth specifically in said statement.

20.11 Notice to Mortgagee.

After receiving written notice from any person, firm, or other entity, that it holds a mortgage (which term shall include a deed of trust) which includes as part of the mortgaged Premises, The Demised Premises, LESSEE shall, so long as such mortgage is outstanding,

be required to give to such holder the same notice as is required to be given to LESSOR under the Terms of this Lease, but such notice may be given by LESSEE to LESSOR and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such curing, as is available to LESSOR, and if necessary to cure such a default, such holder shall have access to The Demised Premises.

#### 20.12 **Assignment of Rents.**

With reference to any assignment by LESSOR of LESSOR's interest in this Lease, or the Rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of the first mortgage or deed of trust on The Demised Premises, LESSEE agrees:

- (a) that the execution thereof by LESSOR, and the acceptance thereof by such holder, shall never be deemed an assumption by such holder of any of the obligations of LESSOR hereunder, unless such holder shall, by written notice sent to LESSEE, specifically otherwise elect; and
- (b) that, except as aforesaid, such holder shall be treated as having assumed LESSOR's obligations hereunder only upon foreclosure of such holder's mortgage or deed of trust and the taking of possession of The Demised Premises by such holder.

#### 20.13 **Mechanics' Liens.**

LESSEE agrees immediately to discharge of record (either by payment or by filing of the necessary bond, or otherwise) any mechanics', materialmen's, or other lien against The Demised Premises and/or LESSOR's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for LESSEE in, upon or about The Demised Premises.

20.14 **Brokerage.**

LESSEE and LESSOR warrant and represent that they have dealt with no broker in connection with the consummation of this Lease, except Advantage Realty, Michael Jakobson as LESSOR's Agent. In the event of any other brokerage claims against LESSOR predicated upon prior dealings with LESSEE named herein, LESSEE agrees to defend the same and indemnify LESSOR against any such claim.

20.15 **LESSOR's Fees and Expenses.**

Unless prohibited by applicable law, LESSEE agrees to pay to LESSOR the amount of all reasonable legal fees and expenses incurred by LESSOR arising out of or resulting from any breach by LESSEE of its obligations hereunder.

20.16 **Provisions Binding, etc.**

Except as herein otherwise provided, the Terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of LESSOR and LESSEE. Each Term and each provision of this Lease to be performed by LESSEE shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of LESSEE is not intended to constitute a consent to assignment by LESSEE, but has reference only to those instances in which LESSOR may later give written consent to a particular assignment as required by the provisions of this Lease.

20.17 **Governing Law.**

This Lease shall be governed exclusively by the provisions hereof and by laws of the State of Maine as the same may from time to time exist.

20.18 **Holding-Over.**

Any holding-over by LESSEE after the expiration of the Term of this Lease shall be treated as a tenancy-at-sufferance at three (3) times the highest such rate, prorated on a daily basis, and shall otherwise be on the Terms and conditions set forth in this Lease, so far as applicable.

20.19 **Interest.**

All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by LESSOR at the lesser of: (i) four percent (4%) per annum above the base rate announced from time to time by the first mortgagee (of The Premises); or (ii) the highest lawful rate of interest permitted at the time in the State of Maine.

20.20 All persons or entities signing as LESSEE shall be jointly and severably liable and responsible for LESSEE's obligations hereunder.

21.0 (INTENTIONALLY DELETED).

22.0 **EXAMINATION OF LEASE:**

Submission of this instrument for examination or signature by LESSEE does not constitute a reservation of or option to Lease, and it is not effective as a Lease or otherwise until execution and delivery by both LESSOR and LESSEE.

**WITNESS** execution under seal, in triplicate.

LESSOR

\_\_\_\_\_  
Witness

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
Witness