LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made this 6th day of September, 2013 ("Agreement Date"), by and between HISTORIC HAMPDEN ACADEMY, LLC, a Maine limited liability company with an office in Bangor, Maine ("Landlord") and the TOWN OF HAMPDEN, a municipal corporation located in Penobscot County, Maine with a mailing address of 106 Western Avenue, Hampden Maine 04444 ("Tenant"),

WITNESSES AS FOLLOWS:

For and in consideration of the mutual promises and covenants contained herein, Landlord and Tenant agree as follows:

SECTION 1. LEASED PREMISES. Landlord leases and lets to Tenant and Tenant leases and takes from Landlord, subject to the terms and conditions of this Lease, the land and portion of a building located in Hampden, Penobscot County, State of Maine, described as follows ("Premises"):

> The entrance, lobby, front office, bathrooms and gymnasium space areas of the old Hampden Academy, as depicted in **Exhibit A** attached hereto and incorporated herein by reference, being a portion of the "Old Hampden Academy Property" conveyed by the Town of Hampden to Historic Hampden Academy, LLC by deed of substantially even date herewith. The leased Premises do not include any classrooms such as the former band room, the former choir room, or any other areas outside of the area depicted as the leased Premises on **Exhibit A**.
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> The Premises shall also include shared use with the Landlord and other tenants, of a number of parking spaces located in the areas depicted in **Exhibit B**. Provided, however that the 21 spaces identified in **Exhibit B** as "NEW GYM PARKING" shall be reserved for exclusive use by Tenant and that 100 parking spaces shall be reserved for exclusive use by Landlord, 92 of which are identified in **Exhibit B** as "HHA LLC RESERVED" and 8 more of which may be designated by Landlord. The remaining 157 spaces are shared spaces, 34 of which are identified in **Exhibit B** as "CHURCH ALLOCATED PARKING". The shared spaces may be used by either Landlord or Tenant on a "first come, first served" basis for events or activities conducted by either party. When the reserved spaces are not being used by the respective party, the other party may use the same for parking. For example, if one party is hosting an event or activity when the other party's premises is not in use, the other party's reserved spaces may be used for the hosting party's activity or event. It is understood that Tenant and its invitees may have to use school parking spaces on the west side of Route 1A to satisfy some of its parking requirements. Buyer estimates that it will take several years to lease space and will eventually use up to the 100 reserved parking spaces as tenants need them.

SECTION 2. TERM. This Lease shall be for a term of five (5) years commencing on the Occupancy Date and terminating on the day prior to the fifth anniversary of the Occupancy Date.

SECTION 3. OCCUPANCY DATE. For purposes of this Lease, the term "Occupancy Date" shall mean September 6, 2013, the date of execution of this Lease

SECTION 4. TERMINATION, EXTENSION AND RENEWAL. Except as otherwise specifically provided herein, either Tenant or Landlord shall have the right to terminate this Lease at any time after the initial five year term of this Lease by giving the other 365 days advance written notice of such termination. Unless either Landlord or Tenant has given written notice of termination at least one (1) year prior to a stated termination date or Tenant has given Landlord written notice at least 180 days prior to the expiration of the then current term, this Lease shall continue in force on a year-to-year basis.

SECTION 5. RENT; TRIPLE NET LEASE. During the term hereof, including year-to-year extensions as provided in section 4 above, Tenant shall pay to Landlord, in advance, the sum of One Dollar ($1.00) per year as base rent. In addition to the aforesaid base annual rent, Tenant agrees to pay as additional rent all such sums as are due and payable by Tenant to or on behalf of Landlord pursuant to any of the subsequent provisions of this Lease. The failure of Tenant to pay any sums required hereunder shall be deemed a failure to pay rent. If Landlord is required to pay any amounts due from the Tenant to third parties for utility service; insurance premiums; cleaning; maintenance; mechanics lien claims of contractors, suppliers or others performing work for the Tenant; or other third-party charges due to Tenant's failure to pay the same, the amount of any such payment by Landlord shall constitute additional rent due under this Lease. Tenant shall pay to the Landlord the full amount of all such additional rent within thirty (30) days after the date of the Landlord's invoice to Tenant for the same. This Lease is intended as an absolutely triple net lease, and the $1.00 base rent and the additional rent, and all other sums payable hereunder to or on behalf of Landlord shall be paid by Tenant without notice or demand, and without set-off, abatement, suspension, deduction, or defense. Under no circumstances or conditions whether now existing or hereinafter arising, or whether within or beyond the present contemplation of the parties, shall Landlord or Landlord's successors or assigns be expected or required to make any payment of any kind whatsoever, or be under any other obligation or liability hereunder, except as specifically and expressly provided in this Lease. This Lease shall always be construed in order to effectuate the foregoing declared intent of the parties.

SECTION 6. HOLDOVER RENT. In the event of any hold-over occupancy of the Premises by Tenant after expiration of the term of this Lease; or continued occupancy of the Premises by the Tenant after the effective date of any notice of termination given by the Landlord for Tenant's default in accordance with Section 26 hereof, in addition to the net additional rent described in this Lease, the base rent attributable to such hold-over period or continued occupancy by the Tenant shall be calculated at the rate of Five Thousand Dollars ($5,000.00) per month. Provided further, that neither the provisions of this section for calculation of base rent during any such hold-over period or continued occupancy nor Landlord's acceptance of such holdover rent shall be deemed to create a new tenancy or constitute consent or permission of the Landlord to such hold-over or continued occupancy; nor to waive any right or remedy of the Landlord under this Lease or by statute or at common law.

SECTION 7. SECURITY DEPOSIT. No security deposit shall be required as a condition of this Lease.

SECTION 8. USE OF PREMISES. Tenant shall use the Premises primarily for the purpose of a community center and public recreation facility of the Town of Hampden, which may include events that raise funds to offset the Tenant's costs of renting and operating the leased Premises or of operating its recreational programs, and for no other purposes whatsoever without prior express written consent of the Landlord. Any use by Tenant that causes damage to (other than normal wear and tear), or alters or compromises the current character, functionality and lay-out of the Premises as a gymnasium comprised of three basketball courts, bleachers, Hampden Broncos logos and related apparatus is prohibited.

SECTION 9. LICENSES AND PERMITS. Tenant shall obtain and maintain in force, at Tenant's sole expense, all permits, licenses, inspection reports and approvals required by any governmental authority for operation of the Premises as a public recreation facility. Tenant shall pay all applicable license and permit fees which may be imposed upon the Premises or the activities of Tenant by any governmental authority.

SECTION 10. COMPLIANCE WITH LAWS AND REGULATIONS. Tenant, in its use and occupancy of the Premises, shall comply with all applicable laws, rules, regulations and ordinances of all governmental bodies or agencies having jurisdiction over the Premises, including without limitation all laws, rules, regulations and ordinances concerning handling, storage and disposition of hazardous wastes; workplace safety and employment; fire and life safety; and State and municipal land use laws, rules, regulations and ordinances.

SECTION 11. COVENANT OF QUIET ENJOYMENT; PERIODIC USE BY LANDLORD WITH ADVANCE NOTICE; SIGNS. So long as Tenant is not in default hereunder, Tenant shall have the peaceful and quiet use and possession of the Premises during the term hereof, subject to the terms and provisions of this Lease; provided, however, that upon at least one hundred eighty (180) days advance written notice by Landlord to Tenant, Tenant shall make the Premises available for use by Landlord for Landlord sponsored events that do not exceed three days (3) days in duration, not to exceed six (6) events in any calendar year. Prior to issuing such a written notice, Landlord shall consult with Tenant to coordinate the timing of any such event to minimize disruption of Town's use of the Premises. Furthermore, during regular hours in which the Premises is staffed by Tenant, Landlord and its managers shall have access to and the right to use the Tenant's gymnasium and related facilities provided such use does not unreasonably interfere with the Tenant's scheduled activities and use of same during that time. Any such use by Landlord shall be at Landlord's sole risk and Landlord shall be responsible for obtaining any required licenses, permits or approvals in connection with such events and activities. Landlord shall be able to use the Premises for any lawful purposes that do not interfere with Tenant's resumption of its use at the conclusion of Landlord's event. Such uses could include, without limitation, a prom or class reunions for Hampden Academy, fundraisers of any nature. Landlord agrees to immediately repair any damage to the Premises caused in connection with its use of the Premises, and to leave the Premises in a good and clean condition after any such use of the Premises.

Tenant acknowledges that its recreation department has always been able to use the gyms at the McGraw School, Reeds Brook Middle School, and Weatherbee School and that because the tax payers pay for the schools it is expected the Town's recreation department will still be allowed to use the gyms at those schools as it has in the past. The Town is allowed to use those gyms for free to the best of Landlord's knowledge. The provisions of this paragraph shall not be construed as a limitation on Tenant's use of the Premises.

Landlord reserves the right to use existing signage and, in accordance with applicable zoning and sign ordinances, as the same may exist from time to time, to construct, install, and maintain free-standing or attached signs of suitable size for visibility from adjacent public ways and indicating Landlord's (and its other tenants) uses of its property.

SECTION 12. TENANT IMPROVEMENTS, SIGNS, FIXTURES AND EQUIPMENT. Tenant shall have the right to install all equipment and fixtures reasonably necessary to operate a public recreational facility on the Premises ("Tenant Fixtures"); provided, however, that Tenant shall not install any equipment or fixtures, or make any changes or modifications to the Premises that would materially alter or compromise the current character, functionality and lay-out of the existing gymnasium comprised of three basketball courts, bleachers and related apparatus. All such Tenant Fixtures shall remain the personal property of Tenant, and may be removed by Tenant at any time before expiration of this Lease,

provided that any damage to the Premises caused by such removal shall be promptly repaired by Tenant at Tenant's own expense. No walls shall be constructed or bathrooms renovated or modified in any way without Landlord's written permission, which shall not be unreasonably withheld. The bleachers shall not be removed under any circumstances. There shall be no sanding, refinishing, rebranding or painting of the gymnasium floors or any portions thereof without first receiving the Landlord's consent in Landlord's sole discretion.

Tenant must obtain written approval from Landlord as to the design and location of all interior and exterior signs, which shall not be unreasonably withheld. All signs must comply with all applicable laws and ordinances, and Tenant shall be responsible for obtaining all necessary permits from applicable governmental authorities, at Tenant's sole expense. A number of signs, messages, and Hampden Academy logos are located in the gymnasium and locker room areas. These will not be removed or painted over, as they are an integral part of the character of the Hampden Academy gymnasium facility.

Any changes to or modification of the Premises necessary to install permitted Tenant Fixtures, shall require the advance written permission of Landlord in accordance with section 17 below.

Installation, placement and use of permitted Tenant Fixtures and other personal property of the Tenant of any kind on the Premises shall be at Tenant's sole risk. Landlord shall not be liable for any loss or damage to such Tenant Fixtures and other personal property of the Tenant or others arising from theft, fire, explosion, breakage of water pipes, steam pipes or other pipes, or by any other cause whatsoever unless resulting from the willful act of Landlord.

SECTION 13. PROPERTY TAXES.

In the event that the Town of Hampden municipal assessor determines that the Premises leased by Tenant do not qualify for property tax exemption as municipal property pursuant to Title 36 M.R.S. section 651(1)(D), Tenant agrees to establishment of a separate property tax account for the Premises.

Landlord shall pay, or cause to be paid, before the same become delinquent, all real estate and personal property taxes, including assessments for local improvements and any and all other governmental levies or charges of any kind, that are levied upon or assessed against or with respect to the Premises during the term of this Lease, including extensions. Provided, nevertheless, that Tenant shall reimburse Landlord for such taxes and assessments promptly and in no event later than thirty (30) days of receipt from Landlord of invoices therefor.

SECTION 14. UTILITIES; LAWN CARE; SNOW REMOVAL.

Landlord shall, within 18 months after the Occupancy Date, effect a physical separation of certain utilities (electricity, heating oil, but not sewer and water) serving the Premises from utilities serving other portions of the Old Hampden Academy property, so as to allow for establishment of separate accounts and metering of such utilities. Separation of utilities shall be at the Landlord's sole cost and expense. Landlord shall pay all utilities to be separated (electricity, heating oil) until such time as they are separated. With respect to utilities that cannot be separated cost-effectively the Landlord and Tenant shall endeavor in good faith to reach a reasonable allocation of the expense of such utilities as between them.

Following Landlord's separation of utilities, Tenant shall be solely responsible for reimbursing Landlord for the cost of all utility service to the Premises, including but not limited to gas, steam, electricity, water, sewer, telephone, telecommunications and internet service. Landlord shall carry and make payment for any of said utilities in its own name, and Tenant shall reimburse Landlord for the same promptly and in no event later than thirty (30) days of receipt from Landlord of invoices therefor. Tenant

will make its own arrangements for delivery of such services and will pay or reimburse Landlord for all charges for such services.

Tenant shall plow snow from and salt/sand all parking areas and shall mow all lawns on the entire Old Hampden Academy site (in addition to those on the leased Premises). Landlord shall reimburse Tenant $500 per year for such plowing, salting, sanding or mowing activities; provided, however, that Tenant shall be solely responsible for the cost of all snow removal, shoveling, salting, sanding, and mowing in the exterior entrance areas and walkways serving the leased Premises or any parking areas dedicated to Tenant.

Landlord shall in no event be liable for any interruption or failure of utilities or other services on the Premises unless due to Landlord's breach of its obligations under this Lease.

SECTION 15. CAPITAL REPAIRS.

Landlord shall, within 18 months after the Occupancy Date, make the following capital repairs to the Premises, at Landlord's sole expense:

(a) Inspection and repair of any leaks in the gymnasium roof reported in writing by Tenant to Landlord not later than the 7th day following the commencement of this Lease (the repair of any leaks not so identified, being Tenant's responsibility); and

(b) Installation of an alternative heating system to the existing gymnasium boiler, as the existing system is believed to be oversized for its intended use. Landlord contemplates installation of an alternative heating system which will be more cost-efficient and reliable to maintain and operate, and Landlord will leave the old existing boiler in place as it is still operating and appears to be in reasonable condition. Landlord may have to use existing space within the leased Premises (subject to prior approval from the Tenant) or build an additional building to house all or a portion of the new system, and as this may cost $200,000 to $300,000 to do so, it will take time to bid out.

Tenant shall be responsible for the cost of any other capital repairs to the Premises (but not including to the existing boiler or related appurtenances) that become necessary during the term of this Lease, but unless Landlord's facility manager in collaboration with Tenant's representatives agree otherwise, Landlord shall contract for, manage, oversee and control the construction of such capital repairs. Landlord shall pay for the repairs and invoice Tenant for reimbursement by Tenant within thirty (30) days of the date of Landlord's invoice. With respect to any such capital repair or combination of related capital repairs undertaken as a single project, which have an estimated cost in excess of $10,000.00 and an estimated life of at least three years (hereinafter a "Reimbursable Capital Project"), the Landlord and Tenant shall, prior to undertaking such a project, agree in writing to the anticipated useful life following completion of such project, and upon completion of such project agree to the final cost of the same.

Notwithstanding anything else to the contrary set forth in this Lease, in the event Tenant is unable to, or elects not to incur the cost of, a capital repair or repairs estimated to exceed $10,000.00, Tenant shall have the right, upon ninety (90) days advance written notice to Landlord, to terminate this Lease and vacate the Premises.

In the event either Landlord or Tenant exercises its right to terminate this Lease upon 365 days advance written notice to the other in accordance with section 4 above or in accordance with the foregoing paragraph, the parties shall pro-rate on a straight-line basis the cost of each completed Reimbursable Capital Project for which the agreed useful life will not as of the termination date have

expired, and for each such project having a remaining useful life of at least one year, the Landlord shall pay the Tenant an amount attributable to the unexpired portion of the life of the project following the termination date of this Lease.

SECTION 16. REPAIRS AND MAINTENANCE.

Tenant shall, at Tenant's sole cost and expense, regularly clean and maintain the Premises in at least as good condition and repair (reasonable wear and tear excepted) as they are on the Occupancy Date. Tenant shall not permit the Premises to be damaged, stripped or defaced, or suffer any waste. Tenant's duty to maintain and repair the Premises includes, without limitation, all mechanical; heating (but not including to the existing boiler or related appurtenances) , ventilation, air handling and air conditioning; plumbing and electrical components; and all structural and nonstructural interior and exterior portions of the Premises whether constructed or installed by Landlord or by Tenant. If the cost of any repair exceeds $10,000, it shall be governed by the provisions of Section 15 related to capital repairs that exceed $10,000. Tenant shall maintain all exterior elements of the Premises and keep all parking areas, walks, and other exterior areas within the Premises in good repair and reasonably free of snow and ice. Tenant shall keep the Premises and associated exterior areas, including parking areas, swept clean, and Tenant shall regularly clean up any litter, trash, cigarette butts, graffiti, and other trash and debris in said areas. Tenant shall keep the gymnasium floor and all locker rooms in like condition. The Landlord shall take photographs and videos of the entire leased Premises to document the condition of the leased Premises at or near the inception of this Lease and shall provide a copy thereof to Tenant.

All alterations or repairs required by public authorities, including the Town of Hampden acting in its governmental capacity, with respect to Tenant's use of the Premises shall be made by Tenant at Tenant's expense after obtaining Landlord's approval of the design and specifications of such alterations or repairs, which approval shall not be unreasonably withheld.

If repairs to the Premises are required under the terms of this Lease, and if Tenant fails to commence such repairs and complete the same with reasonable dispatch after notice from Landlord, Landlord may (but shall not be required to) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant by reason thereof. All costs and expenses incurred by Landlord in making any such repairs shall be considered additional rent and shall be payable to Landlord upon demand.

SECTION 17. ALTERATIONS. Except as provided in section 12 above, Tenant shall not make any alterations or material changes to the Premises or any part thereof, without first obtaining Landlord's written approval, in Landlord's sole discretion. All work done on the Premises shall meet the following requirements:

The work will not adversely affect the structural strength or integrity of the Premises;

No inspirational signs will be removed from any areas of the leased Premises; the Bronco logo will not be removed from the gymnasium floor; all signs that say "Hampden Academy" and/or "Hampden Broncos" shall remain in place; and subject to the terms hereof, the gymnasium floor shall be well-maintained;

All remodeling shall be done in full conformity with plans and specifications approved in writing by Landlord, which approval shall be in Landlord's unilateral discretion;

All improvements and alterations made by Tenant shall immediately become the property of Landlord and shall remain on the Premises unless mutually agreed in writing to the contrary;

All work shall be done in a good and first-class workmanlike manner;

Tenant shall abide by all applicable laws, ordinances, regulations, and insurance requirements and shall indemnify and hold Landlord harmless from any loss, cost, or expense arising from failure to comply with such requirements;

Tenant shall not permit any mechanics liens, or similar liens, to remain upon the Premises in connection with any work performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith, through the filing of a bond or otherwise, without cost to Landlord, the failure to do so being an automatic default by Tenant under this Lease.

SECTION 18. INDEMNIFICATION; INSURANCE.

As used in this Section 18, "Tenant Premises" means the leased Premises on **Exhibit A**. "Landlord Area" means the portions of the land and the building of the old Hampden Academy other than the Tenant Premises, and other than the shared areas described in **Exhibit B**. The "Shared Area" means the Premises depicted in Exhibit B.

Tenant Duty To Indemnify. Tenant agrees to defend, indemnify and save Landlord and Landlord's managers, members, directors, officers, employees and agents fully and completely harmless from and against any all claims of whatever nature arising from any act, omission, or negligence occurring in Tenant Premises, or occurring in Shared Area, if such act, omission, or negligence occurring in Shared Area would not have occurred, but for an activity or event of Tenant in Tenant Premises.

Landlord Duty To Indemnify. Landlord agrees to defend, indemnify and save Tenant and Tenant's municipal officers, employees and agents fully and completely harmless from and against any all claims of whatever nature arising from any act, omission, or negligence occurring in (i) the Landlord Area, (ii) the Tenant Premises but only if Landlord was on that occasion making use of what is otherwise Tenant Area, or (iii) the Shared Area, if such act, omission, or negligence occurring in Shared Area would not have occurred, but for an activity or event of Landlord in Landlord Area or in Tenant Area, if Landlord was on that occasion making use of what is otherwise Tenant Area.

No Duty To Indemnify. If a claim arises from any act, omission, or negligence occurring in Shared Area, but such act, omission, or negligence is not traceable or attributable to any activity or event of either Tenant or Landlord, neither Landlord nor Tenant shall have a duty under this Lease to defend, indemnify, or save harmless the other. Furthermore, if a claim described above arises from any intentional, wrongful act of Landlord (or one or more of its agents), or Tenant (or one or more of its agents), then Landlord, or Tenant, as the case may be, shall not be entitled to a defense and indemnity by the other as a result of the claim.

Scope of Indemnity. The foregoing duty to indemnify and hold harmless, as applied to Landlord or to Tenant, as the case may be, shall include indemnity against all costs, expenses, and liabilities of any kind whatsoever, including reasonable legal fees, paralegal fees, and expert fees, incurred in or in connection with any such claim or proceeding brought thereon, and in defense thereof.

Limited Waiver of Workers' Compensation Immunity. Each party's indemnification obligations under this section shall extend to and include all claims, demands, suits and actions filed by or on behalf of any employee of the party or such employee's estate, for personal injury or death sustained on the Premises. For this limited purpose only, each party hereby waives its immunity from suit and judgment under the Maine Workers' Compensation Act, title 39-A MRSA section 101 *et seq.*, or other provisions of law. Each party's waiver hereunder shall not be construed to mean that a party is responsible for the negligence of the other party.

Liability Insurance. Each party shall maintain in full force during the term hereof a policy of general liability and property damage insurance, or coverage through carriers approved to do business in Maine or a self-insured pool, under which the other party is named as an additional insured, protecting both parties against all claims, expense and liability for injury to or death of persons or damage to property which may be claimed to have occurred on or about the Premises. The limits of liability of such insurance shall be $1,000,000 per occurrence and $2,000,000 annual aggregate for injury or death to persons and damage to property.

Property and Casualty Insurance. Landlord shall maintain fire and casualty insurance providing coverage for the replacement value of the building in which the leased Premises is located (the so-called Skehan Center building), with extended coverage. Such insurance shall be payable to Landlord and Tenant, as their interests may appear. Tenant shall reimburse Landlord for Tenant's pro rata share of the costs of such insurance based on the square footage of the building. Tenant shall pay Landlord within 10 business days of receipt of an invoice therefor.

Release and Waiver of Subrogation. Insofar as and to the extent that the following provisions may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine (even though extra premium may result therefrom), Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, the one carrying such insurance and suffering such loss, releases the other of and from any and all claims with respect to such loss, to the extent of the insurance proceeds paid under such policies, and Landlord and Tenant mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium in the amount of such extra premium. If, at the request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party from liability for claims.

Flood Insurance. If at any time the Premises or any part thereof is in an area which is identified by the Secretary of the United States Department of Housing and Urban Development as having special flood hazards and in which area flood insurance is available under the National Flood Insurance Act, Tenant shall obtain flood insurance.

Policies. At or prior to the commencement of the term of this Lease, and thereafter not less than ten (10) days prior to the expiration date of each expiring policy, each party shall deliver to the other party original copies or certificates of all insurance policies or coverage required hereunder setting forth in full the provisions thereof, together with satisfactory evidence of the payment of all premiums then due therefore. Upon request of Landlord, Tenant shall also deliver copies to the holder of any mortgage affecting the Premises.

SECTION 19. NONDISCRIMINATION. Tenant, in conducting its programs and activities upon the Premises, shall not discriminate against any person in regard to employment, wages, conditions or hours of employment, or access to public accommodations or participation in publicly-funded programs, based upon race, color, ethnicity, religion, age, gender, disability, or in any other manner prohibited by law.

Tenant shall comply with all governmental laws and regulations from time to time applicable to the Premises and Tenant shall indemnify and hold Landlord harmless from any loss, cost or liability incurred by Landlord as a result of Tenant's failure to comply with such requirements.

SECTION 20. HAZARDOUS MATERIALS; COMPLIANCE WITH LAWS. The provisions of this Section do not apply to any pre-existing conditions on the Premises. Tenant shall not cause or permit any Hazardous Material to be stored, generated, brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without first obtaining Landlord's written consent.

Any Hazardous Material permitted on the Premises, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to any such Hazardous Material. Tenant will in no event permit or cause any disposal of Hazardous Materials in or about the Premises.

Tenant shall, throughout the term of this Lease and at Tenant's sole expense, promptly observe, comply with and execute all laws and regulations of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof and the orders and regulations of the National Board of Fire Underwriters or any other body now or hereafter exercising similar functions which may be applicable. Tenant shall make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority because of Tenant's use of the Premises; shall keep the Premises equipped with all safety appliances so required because of such use; and shall procure any licenses and permits required for any such use. Tenant shall comply with all governmental laws and regulations from time to time applicable to the Premises, including but not limited to the requirements of the Americans with Disabilities Act and other laws and regulations relating to providing access and accommodation to persons with disabilities, and Tenant shall indemnify and hold Landlord harmless from any loss, cost or liability incurred by Landlord as a result of Tenant's failure to comply with such requirements.

Tenant shall give immediate notice to Landlord of any violation or apparent violation of the provisions of this Section and will at all reasonable times permit Landlord or its agents to enter the Premises to inspect the same for compliance with this section.

Tenant shall defend, indemnify and hold harmless Landlord from and against any loss, claims, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney and consultant fees, court costs and litigation expenses) arising during or after the Lease term as a result of any violation by Tenant of the terms of this Section, or any contamination of the Premises or any other land of Landlord by Hazardous Material as a result of action by Tenant or Tenant's agents, employees, contractors, or invitees.

As used herein, the term "Hazardous Material" means any and all materials or substances which are defined as "hazardous waste" or "hazardous substance" under any state, federal, or local law (including without limitation the Maine Uncontrolled Hazardous Substances Sites Act; the federal Comprehensive Environmental Response, Compensation and Liability Act and the federal Toxic Substances Control Act), and includes without limitation asbestos, waste oil and petroleum products. The provisions of this section shall be in addition to any other obligations and liabilities Tenant may have to

Landlord at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

SECTION 21. EMINENT DOMAIN. In the case of any taking by eminent domain of either the whole or such lesser portion of the Premises as to preclude the use of the Premises by Tenant for the purpose for which leased, then this Lease shall terminate on the date of such taking. Should the Premises or any part thereof be taken by eminent domain, the sums received in payment for the property so taken shall be paid in their entirety to Landlord, free of any claim by Tenant, except that Tenant shall be entitled to receive and retain any amount which may be specifically awarded to Tenant in a condemnation proceeding because of the taking of any Tenant fixtures on the Premises or for relocation expenses.

SECTION 22. DAMAGE OR DESTRUCTION. In the event of damage to or destruction of the Premises or any part thereof from fire or other casualty, at any time during the term of this Lease, Landlord, to the extent of insurance proceeds available therefor, with all reasonable diligence shall reconstruct, repair, replace or restore the Premises to a condition such that the value lost by the casualty is substantially restored and the Premises are capable of continued use as reasonably determined by Landlord. In the event insurance proceeds are insufficient to facilitate substantial restoration of the Premises, Tenant shall have the right to terminate this Lease by written notice to Landlord and vacate the Premises, whereupon each party shall be released from any further obligations to the other under this Lease.

SECTION 23. ASSIGNMENT OR SUBLETTING. Tenant shall have no right to assign or sublet this Lease. Except in connection with periodic events permitted by section 8 above, Tenant shall have no right to rent, offer the use of for for-profit third parties (which term, without limitation, shall include the granting of concessions, licenses and the like), or allow private use of the whole or any part of the Premises, without in each instance having first received the prior express written consent of Landlord, in Landlord's sole discretion. For the purposes of this Agreement, use of the Premises by schools or nonprofit entities shall not constitute private use.

In any case where Landlord shall so consent to such rental or private use, Tenant shall remain fully liable to Landlord for all of the obligations imposed upon Tenant under this Lease, including without limitation, defense, indemnification and the insurance requirements under section 18.

SECTION 24. ACCESS BY LANDLORD. Landlord or any person designated by Landlord shall have the right to enter the Premises at any reasonable time for the purpose of inspecting the Premises or to make repairs. For a period commencing one hundred eighty (180) days prior to the end of the term of this Lease, including any renewal terms, Landlord shall have the right to enter the Premises at any reasonable times, for the purpose of exhibiting the same to prospective tenants or purchasers and shall have the right to erect a suitable sign on the Premises indicating that the Premises are available.

Tenant further agrees to allow Landlord to use the premises for business or personal events at no charge, in accordance with Section 11 hereinabove.

SECTION 25. DEFAULT. If Tenant shall fail to comply with any covenant, term, or provision of this Lease, including without limitation the failure to make any required payment hereunder to Landlord or any third party, and shall not cure such failure within ten (10) days after written notice thereof to Tenant, or such additional time as is reasonably required to correct such failure, such failure shall constitute an Event of Default.

Upon the occurrence of any Event of Default, and regardless of any waiver or consent to any earlier Event of Default, Landlord, at Landlord's option, may exercise any and all remedies available at

law or equity, all such rights and remedies to be cumulative and not exclusive, and without limiting the foregoing, Landlord may terminate this Lease by notice to Tenant; or Landlord may, immediately or at any time thereafter and without demand or further notice, re-enter the Premises with or without process of law and repossess the Premises and expel Tenant and those claiming through or under Tenant, and in case of such termination and/or re-entry Landlord may remove all of Tenant's personal property from the Premises and store the same in any warehouse, all at the expense and risk of Tenant, or may dispose of the same in accordance with applicable law.

SECTION 26. REIMBURSEMENT FOR COSTS, ATTORNEYS' FEES. Tenant shall pay to and indemnify Landlord against all legal costs and charges, including attorneys' fees reasonably incurred, in obtaining possession of the Premises after a default by Tenant or after Tenant's default in surrendering possession upon the expiration or earlier termination of the term of this Lease or in enforcing any obligation or covenant of Tenant.

SECTION 27. RECORDING. This Lease shall not be recorded in any registry of deeds or other public office.

SECTION 28. NOTICES. Whenever by the terms of this Lease notice shall or may be given to either party, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid, to the addresses set forth on the first page of this Lease, or such other address or addresses as either party may from time to time hereafter designate by written notice to the other.

SECTION 29. SEVERABILITY. If any term or provision of this Lease, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable for any reason, then the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

SECTION 30. SUCCESSORS AND ASSIGNS. The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns. The term "Landlord" as used in this Lease means only the owner for the time being of the land and the buildings of which the Premises are a part, so that in the event of any sale or transfer of such land and buildings or of this Lease, Landlord shall be and hereby is entirely released of all covenants and obligations of Landlord hereunder, but only if the new owner agrees in writing to be bound by the terms of this Lease Agreement.

SECTION 31. CHOICE OF LAW; VENUE FOR SUITS. This Lease is made under and shall be construed in accordance with the Laws of the State of Maine. All claims or disputes arising under or on account of any breach of this Lease shall be brought, if at all, in the District or Superior Court for Penobscot County Maine, and otherwise shall be barred.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in any number of counterparts, the day and year first above written.

WITNESS:

HISTORIC HAMPDEN ACADEMY, LLC
Landlord

By: _____
J. Daniel Lafayette, III
Its Sole Member
Duly authorized

TOWN OF HAMPDEN
Tenant

By: _____
Susan M. Lessard
Its Town Manager
Duly authorized

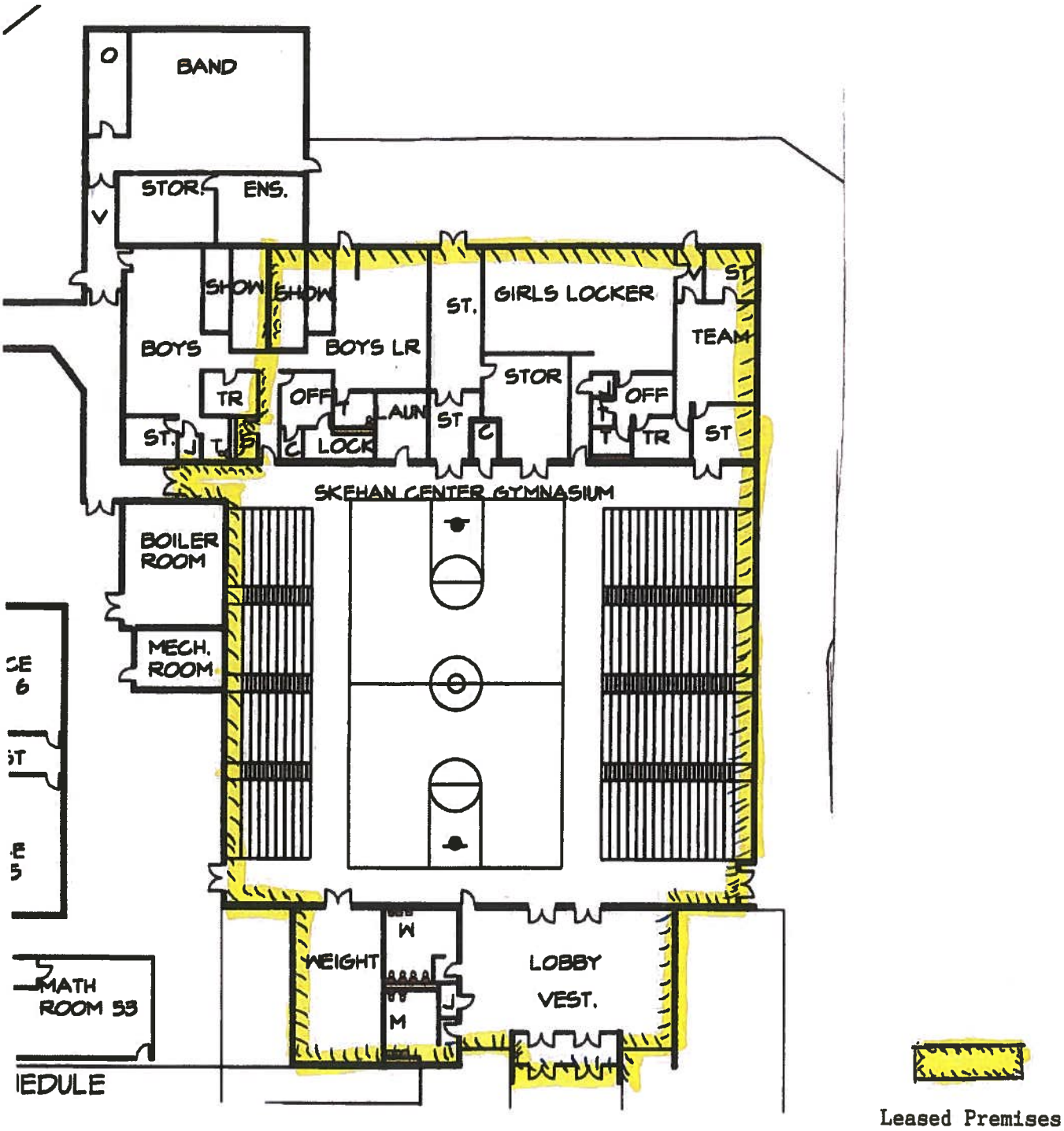

Exhibit A
Town of Hampden/Historic Hampden Academy, LLC
Lease Agreement

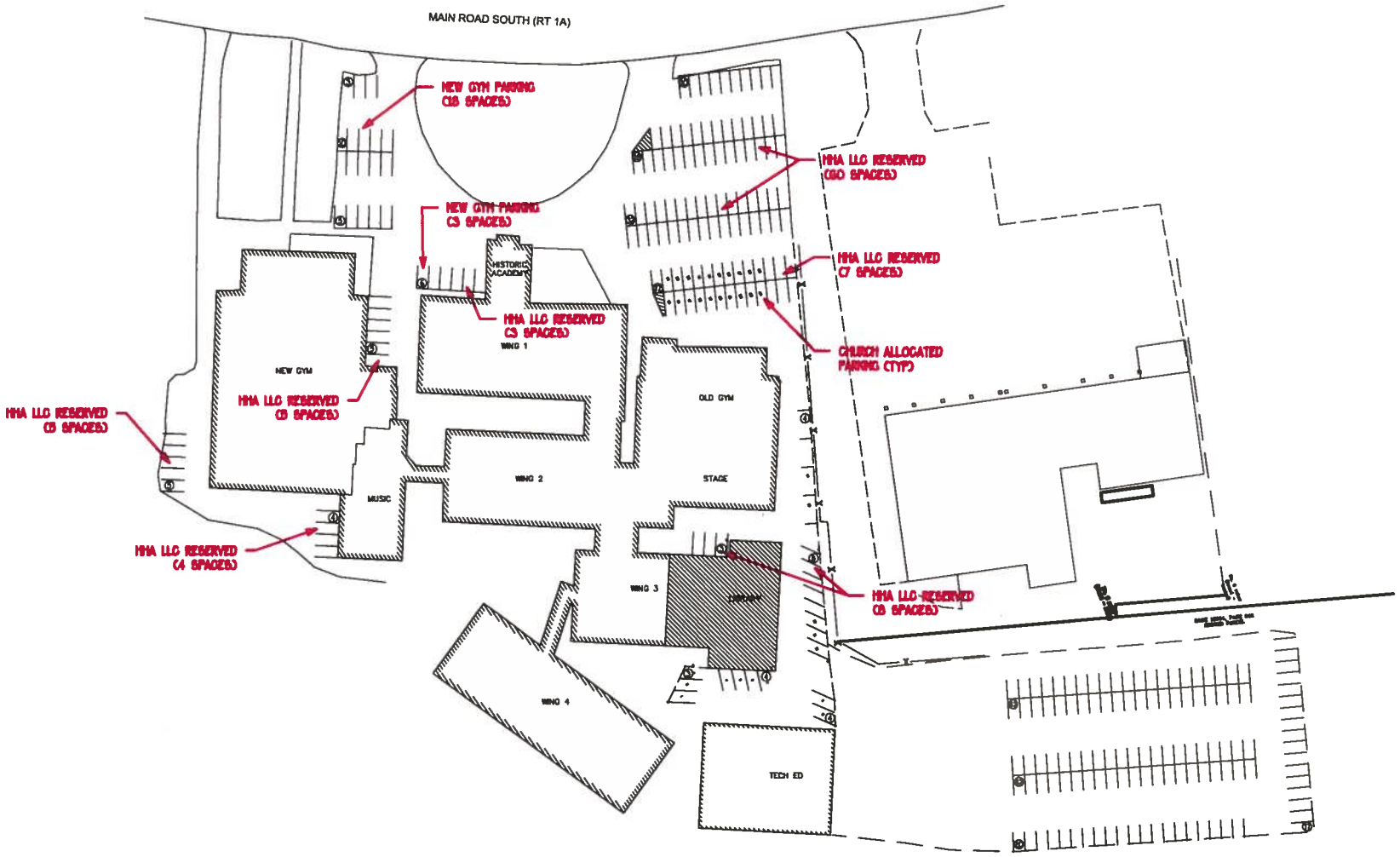

Exhibit B
Town of Hampden/Historic Hampden Academy, LLC
Lease Agreement

PARKING PLAN: HAMPDEN ACADEMY FACILITY
MAIN ROAD SOUTH
HAMPDEN, MAINE

FOR:
HISTORIC HAMPDEN ACADEMY LLC

North

SCALE: 1"=80'±
1 JUL 13

KISER KISER
ENGINEERING & DEVELOPMENT CONSULTING
PO BOX 282, HAMPDEN, MAINE 04444
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