

Maine Port Authority

Commercial Lease

Portion of the International Marine Terminal, Portland, Maine

NB A

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THIS LEASE is made and entered into this 1 day of March 2023, by and between **THE MAINE PORT AUTHORITY**, a body corporate and politic and an instrumentality of the State of Maine created pursuant to 23 M.R.S. §4420, with offices located in Augusta, Maine ("Landlord"), and **EIMSKIP USA, Iceland Steamship Inc.**, t/a EIMSKIP USA., a corporation duly organized and existing pursuant to the laws of the Commonwealth of Virginia, with its principal place of business at 1424 Baker Road, Virginia Beach, VA 23455, and a local address 454 Commercial St., Portland, Maine 04101, together with its subsidiaries including, but not limited to, Eimskip Logistics, Inc. a corporation duly organized and existing pursuant to the laws of the Commonwealth of Virginia, and Eimskip PTI, Inc., a corporation duly organized and existing pursuant to the laws of the State of Washington (collectively, the "Tenant").

Landlord hereby agrees to lease to Tenant and Tenant hereby agrees to lease from Landlord the Premises identified in the Appendices, subject to the terms and conditions hereinafter set forth:

- 1) **TERM.** This agreement shall be valid for a term of five (5) years. Tenant shall have the option to further renew the lease for two (2) additional two (2) year terms at rents set forth in Section 2 herein. The lease shall automatically renew pursuant to the terms of this Section 1 unless Tenant provides Landlord at least sixty (60) days prior written notice of Tenant's intent to not renew the lease at the end of the current term. Notwithstanding anything to the contrary set forth in this Section 1, and renewal shall be void if Tenant is in default, as defined in Section 19 herein, at the end of the current lease term.
- 2) **RENT:** The Tenant shall pay to Landlord rent in the amount described in the Appendices as associated with the leased Premises. All rent payable on the first day of each calendar month. If the Lease Commencement Date occurs on a day other than the first day of a month, rent from the Lease Commencement Date until the first day of the following month shall be prorated at the rate of one-thirtieth (1/30th) of the monthly rental for each such day, payable in advance on the Lease Commencement Date.

Additionally, the Parties agree that on October 1st, 2024, and on each subsequent year of the term of this Agreement, the then-current Rent will be increased by the greater of (i) two percent (2%); or (ii) the percentage change in the Consumer Price Index (All Urban Consumers (CPI-U) U.S. City Average) from the immediately preceding one (1) year period.
- 3) **USE.** Tenant will use and occupy the Premises solely for the purpose of operating a marine shipping, trucking, and container storage facility, with associated office and uses incidental thereto, all in accordance with the uses permitted under applicable zoning and land use regulations, and for no other purpose. Tenant will not use or occupy the Premises for any unlawful purpose, nor shall Tenant allow any hazardous condition to exist on the Premises. If the Tenant would like to have any modifications done to the Premises or its use, they must submit and receive approval from the Landlord. If the Landlord believes that the Tenant's use of the space presents a hazardous condition or is not within its permitted uses, Landlord

will submit its concern to Tenant. Upon receipt, Tenant will have 30 days to correct the situation or to request a reconsideration of the request.

4) Operating Costs.

- a) Landlord shall be responsible for all charges for sewer, water, electricity, and maintaining the security services furnished to the Premises during the term of this Lease.
- b) Tenant shall be responsible for providing its own internet, cable television, and telephone systems.
- c) Landlord shall keep and maintain (or cause to be kept and maintained), at its own expense, all structural portions of the Premises (consisting of exterior and interior load bearing walls and floors and roof) and those mechanical systems relating to sprinkler and ventilation systems (including heating and air conditioning), plumbing systems and electrical wiring in good order and condition, and shall make all repairs necessary to keep and maintain these systems in good order and condition.
- d) Landlord shall also, at its own expense, provide snow removal, including snow plowing of the parking spaces used by Tenant; landscape maintenance and usual appearances on all means of egress, entry ways and common areas leading to the Premises. Snow removal will start when snowfall equals or exceeds 1.5 inches, with final clean-up to begin within 24 hours of the end of snowfall events. The Tenant shall be responsible for moving vehicles and equipment so that all areas are serviceable, any areas rendered unserviceable shall be the Tenant's responsibility to clean-up.
- e) Except for the foregoing, Landlord shall have no obligation to provide any services to Tenant or the Premises. Landlord shall not be liable to Tenant for any interruption of utility services to the Premises except as may be the result of Landlord's or its employees', agents', licensees', or guests' grossly or willfully negligent actions. Tenant shall be responsible for any damage caused by not maintaining an adequate temperature in the building; if this is not possible due to an equipment outage the Landlord shall be reasonably notified and Tenant will be responsible for following any temporary operating instructions until a repair can occur.
- f) Tenant Repairs: Throughout the Lease Term, Tenant, at its sole cost and expense, shall keep and maintain the Premises and the fixtures and equipment therein (excluding equipment relating to the structural and mechanical systems installed by Landlord), including all interior areas, in clean, safe and sanitary condition, reasonable wear and tear from permitted uses excepted, will suffer no waste or injury thereto, and shall make all repairs, replacements, restorations and renewal necessary or desirable to keep and maintain such good order and condition. All such repairs, replacements, restoration and renewals shall be at least equal in quality, workmanship and class to the original. Tenant shall also be responsible for the cost of all repairs of damage to the Premises caused by Tenant or Tenant's employees, licensees, customers, visitors and guests. Tenant shall, at the expiration or other termination of the term of this Lease, surrender the Premises broom clean, in the same order and condition in which they are on the commencement of the term of this Lease, except for ordinary wear and tear and damage by the elements, fire and other casualty not due to the acts,

omissions, or negligence of the Tenant; and upon such termination of this Lease, Landlord shall have the right to reenter and resume possession of the Premises.

- g) **Unlawful or illegal Activity:** Tenant shall not injure or deface the Premises, nor occupy or use the Premises, or permit or suffer any part thereof to be occupied or used, for any unlawful or illegal business, use or purpose, nor for any business, use or purpose deemed to be extra hazardous, nor in such manner as to constitute a nuisance of any kind, nor for any purpose nor in any manner in violation of any present laws, rules, requirements, orders, directives, ordinances or regulations of any governmental or lawful authority including insurance underwriters. Tenant shall, promptly upon the discovery of any such unlawful illegal or extra hazardous use, take, at its own cost and expense, all commercially reasonable necessary steps, legal and equitable, to attempt to compel the discontinuance of such unlawful, illegal, or extra hazardous use, except to any extent that the same may be due to or occurring in any connection with the negligence, act or omission of Landlord, its agents, contractors or employees.
- 5) **CONDITION OF PREMISES.** Tenant accepts the Premises in "as is" condition, after inspection by Tenant, and Landlord. Any improvements or repairs as agreed upon by the landlord and the Tenant shall be detailed in the Appendixes defining the premises.
- 6) **ALTERATIONS.** Tenant will not make or permit anyone to make any alterations, additions or improvements, structural or otherwise (hereinafter referred to as "Alterations"), in or to the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Tenant shall secure at its sole cost and expense all necessary permits, licensed contractors, building code inspections, and additional security appliances required for the performance of the Alterations prior to the commencement of any work, and the cost of the Alterations will be borne by the tenant.

If any mechanic's lien is filed against the Premises for work or materials done for, or furnished to, Tenant (other than for work or materials supplied by Landlord), such mechanic's lien shall be discharged by Tenant within thirty (30) days thereafter, at Tenant's sole cost and expense, by the payment thereof or by the filing of any bond required by law. If Tenant shall fail to discharge any such mechanic's lien, Landlord may, at its option, discharge the same and treat the cost thereof as additional rent hereunder, payable with the monthly installment of rent next becoming due; and such discharge by Landlord shall not be deemed to waive the default of Tenant in not discharging the same. Tenant will indemnify and hold Landlord harmless from and against any and all expenses, liens, claims or damages to person or property which may or might arise by reason of the making of any Alterations including Landlord's reasonable attorney's fees incurred in relation to any such claims or liens. If any Alteration is made without the prior written consent of Landlord, Landlord may correct or remove the same, and Tenant shall be liable for all expenses so incurred by Landlord.

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All Alterations in or to the Premises made by either party shall immediately become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the end of the Lease Term; provided, however, that if Tenant is not in default in the performance of any of its obligations under this Lease, Tenant shall have the right to remove, prior to the expiration of the Lease Term, all movable furniture, furnishings or equipment installed in the Premises at the expense of Tenant, and if such property of Tenant is not removed by Tenant prior to the expiration or termination of this Lease, the same shall, at Landlord's option, become the property of Landlord and shall be surrendered with the Premises as a part thereof. Should Landlord elect that Alterations installed by Tenant be removed upon the expiration or termination of this Lease, Tenant shall remove the same at Tenant's sole cost and expense, and if Tenant fails to remove the same, Landlord may remove the same at Tenant's expense and Tenant shall reimburse Landlord for the cost of such removal together with any and all damages which Landlord may sustain by reason of such default by Tenant.

- 7) **TENANT'S EQUIPMENT.** Tenant will not install or operate in the Premises any electrically operated equipment or other machinery (other than computers, standard size office copiers, other standard office equipment and replacements of office equipment currently in place and approved in writing by Landlord), without first obtaining the prior written consent of Landlord, who may condition such consent upon the payment by Tenant of any additional cost for additional wiring as may be occasioned by the operation of said equipment or machinery, which shall not be unreasonably withheld or delayed. Tenant shall not install any other equipment of any kind or nature whatsoever which may necessitate any changes, replacements or additions to, or in the use of, the water, heating, plumbing, air conditioning, or electrical systems of the Premises without first obtaining the prior written consent of Landlord, which shall not be unreasonably withheld or delayed.
- 8) **REAL ESTATE TAXES.** Although Landlord believes that the Premises are not subject to real estate taxes, and does not anticipate any change in such status during the term of this Lease Agreement, in the event that the Premises become subject to real estate taxes during the term of this Lease, Landlord shall be responsible for payment of all Real Estate Taxes due on the Premises. For the purposes of this Article, the term "Real Estate Taxes" means the total of all taxes and assessments, general and special, ordinary and extraordinary, foreseen or unforeseen, including assessments for public improvements and betterments, assessed, levied or imposed with respect to the Land and the improvements located on the Land. Real Estate Taxes shall not include any leasehold, sales or excise tax imposed by any governmental authority upon the rent payable by Tenant hereunder, and in the event that any leasehold, sales or excise tax is imposed by any governmental authority on the rent payable by Tenant hereunder, such sales tax or excise tax shall be paid by Tenant. Notwithstanding the foregoing, Tenant shall not be liable or responsible for any income or similar taxes imposed on any payments made by Tenant to Landlord under this Lease. Tenant shall be responsible for any and all taxes due on Tenant's personal property located on the Premises, or other taxes or fees assessed on, or in relation to, Tenant's business.

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- 9) **ASSIGNMENT AND SUBLETTING.** Tenant may not assign, transfer, mortgage or encumber this Lease, nor sublet (or permit occupancy or use of) the Premises, or any part thereof, or, if Tenant is a corporation, permit in excess of forty-nine percent (49%) of its shares of stock to be sold, transferred or otherwise conveyed, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. The consent by Landlord to any assignment, transfer, or subletting to any party shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee, transferee, subtenant or occupant constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease, nor shall any such assignment transfer or subletting be construed to relieve Tenant from giving Landlord thirty (30) days' written notice, or from obtaining the consent in writing of Landlord, to any further assignment or subletting.
- 10) **ENTRY FOR REPAIRS AND INSPECTIONS.** Tenant will permit Landlord or its representatives to enter the Premises at all reasonable times upon 24 hours notice unless such repair or inspection is an emergency, without diminution of the rent payable by Tenant, to examine, inspect and protect the same, and to make such alterations and/or repairs as in the judgment of Landlord may be deemed necessary, or to exhibit the same to prospective tenants during the last one hundred eighty (180) days of the term of this Lease.
- 11) **FACILITY SECURITY PLAN.** Tenant acknowledges the existence of the Facility Security Plan. Tenant at its own cost and expense, shall comply with all existing and future security requirements, including but not limited to, the MPA's Facility Security Plan. Tenant shall indemnify and hold the Landlord harmless from any claims, causes of action or liability, including reasonable attorney's fees and any fines, penalties, costs or expenses. Tenant will permit Landlord and its representative's access to the Premises as necessary for inspections to comply with security requirements.
- 12) **INSURANCE RATING.** Tenant will not conduct or permit to be conducted any activity or place any equipment, including the shipping of through cargo, in or about the Premises, which will, in any way, increase the rate of insurance premiums on the Premises and if any increase in the rate of insurance premiums is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to any activity or equipment in or about the Premises, such statement shall be conclusive evidence that the increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase, as additional rent hereunder, and shall reimburse Landlord therefor.
- 13) **INSURANCE.** Tenant shall provide insurance consistent with the following requirements, and shall provide certificates of such insurance to Landlord:
 - a) All risks fire and casualty insurance in the amount of \$3,000,000, and, with regard to the broad form fire and extended property coverage, in an amount equal to the current replacement value of the RUBB Building and the Office, against loss or damage by fire, lightning, and other perils, including, without limitation, coverage pursuant to the Terrorism Risk Insurance Reauthorization



Act of 2007 (TRIPRA), as amended and extended), with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in Maine. All property insurance shall name the Landlord as an additional insured and loss payee.

- b) Commercial General Liability insurance, on an occurrence basis, in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00) annual aggregate covering liability for bodily injury, including death resulting therefrom, and liability for damage to property, including loss of use thereof, occurring on or in any way related to the Premises or any part thereof with Landlord. Such policy shall also include hazards of operations, independent contractors, and contractual liability coverage.
- c) Vehicular Liability insurance with limits of not less than \$3,000,000 per occurrence for bodily injury, death and property damage, and including owned, hired and non-owned vehicles.
- d) Pollution and Remediation Legal Liability insurance for the risk of discharge of pollutants in an amount not less than Ten Million Dollars (\$10,000,000.00) covering:
 - i) bodily injury and property damage both on and off the Facility from pollution, including economic loss,
 - ii) clean-up costs on and off the Premises,
 - iii) liability for and financial responsibility in respect to pollution under all applicable federal and state statutes and regulations including, but not limited to, the Oil Pollution Act of 1990, 33 USC §2700, *et seq.* (OPA 90), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S. C. § 9601, *et seq.* (CERCLA), the Federal Water Pollution Prevention and Control Act, 33 UDY§ 1251 *et seq.* (FWPCA), and the Oil Discharge Prevention and Pollution Control Act, 38 M.R.S.A. §541 *et seq.*, all as they may have been amended. The MPA shall be named as an additional insured under said policy or policies.
- e) Tenant shall be solely responsible for any and all claims made by its employees under Maine's workers compensation laws and shall maintain appropriate insurance in respect to such claims in compliance with all applicable laws, including coverage for claims under the United States Longshoreman's and Harbor Workers' Compensation Act. Tenant shall indemnify and hold harmless Landlord for any claims of any employee of Tenant at or arising in connection with operations on the Premises or at the Terminal including reasonable attorney's fees. Tenant shall waive and consent to indemnification without regard to, and shall specifically waive, any defense which might otherwise be available to it, by statute or case law.

Notwithstanding the foregoing, or any other provision of this Lease, Tenant hereby releases Landlord from any and all liability or responsibility of anyone claiming through or under Tenant by way of subrogation or otherwise for any loss or damage to persons or property to the extent actually covered by insurance which Tenant is required to carry hereunder, unless such injury, loss of life, fire or other casualty occurrence shall have been caused by the willful misconduct or gross negligence of Landlord, its agents, contractors or

employees. Tenant further agrees to provide such endorsements for said insurance policies required hereunder agreeing to the waiver of subrogation as required herein.

- f) Additional Provisions Respecting Insurance: All insurance required by this Agreement shall be taken out and maintained in generally recognized responsible insurance companies qualified to do business in the State of Maine, with each such policy, excepting workers compensation and Longshore and Harbor Workers' Compensation Act policies, naming Landlord as additional insureds. In the event that inflation or any other cause, in Landlord's reasonable opinion, requires the aforesaid insurance coverages to be increased during the term of this Lease, Tenant agrees to increase the limits to the levels reasonably required by Landlord. Tenant may insure to the required limits with such primary or excess limits as it deems appropriate. All aforesaid policies shall include a waiver of subrogation endorsement in favor of Landlord. Tenant shall be solely responsible for any and all deductibles applicable to the coverages set forth in the above policies of insurance. Landlord reserves the right to require different deductibles for each coverage required by this Section.
 - g) Certificate(s) of Insurance. A certificate or certificates of the insurer that such insurance as set forth in this Section is in force and effect shall be deposited with Landlord by Tenant no later than the Commencement Date, and prior to the expiration of any such policy. Tenant shall furnish Landlord with evidence that the policy has been renewed or replaced. Landlord shall not have any obligation to verify the required insurances.
 - h) The provisions contained in this Lease, notwithstanding anything to the contrary herein, shall not be considered to, and shall not, expand or create liability on the part of Landlord to any person for claims from which Landlord is released, exempted and/or protected by Maine law, including without limitation, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended.
- 14) **INDEMNITY.** Tenant covenants that it will protect, indemnify, and save harmless Landlord, and their respective officers, employees and agents, from and against any and all claims, suits, judgments, obligations and liabilities for loss or damage to property and injury to persons, together with all costs and expenses (including reasonable attorneys' fees incurred in defending any such claim or in enforcing the terms of this Lease), incurred by any act, omission, or neglect of Tenant, or any of its officers, employees, agents, guests, invitees or licensees, or occurring from any cause whatsoever, in or about the Premises during the Lease Term, or incurred as a result of Tenant's failure to comply with its obligations under this Lease. This covenant of Tenant to indemnify Landlord shall survive the expiration or earlier termination of this Lease.
- Tenant covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances, including without limitation asbestos, waste oil and petroleum products, (the "Hazardous Materials") which Tenant, its agent or employees, may bring to the Premises or generate in the conduct of its business at the Premises, Tenant: (i) will comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) will in no event permit, cause, or allow any disposal or spills of Hazardous Materials in, on, or adjacent to the Premises and in particular will

not deposit any Hazardous Materials in or on the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste or in the waters of Portland Harbor; (iii) shall, with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials brought to the property or generated by Tenant, properly package the Hazardous Materials and shall cause to be executed and duly filed with the appropriate agencies all necessary forms and documentation, and Tenant shall retain all records required by all federal, state or local laws; (iv) will at all reasonable times permit Landlord or its agent or employees (upon reasonable notice to and accompanied by Tenant and without materially interfering with Tenant's business) to enter the Leased Premises to inspect the same for compliance with the terms of this Section and will further provide upon fifteen (15) days' notice from Landlord copies of all records which Tenant may be obligated to obtain and keep in accordance with the terms of this Section; (v) will at its expense, upon termination of this Lease, remove all Hazardous Materials brought to the Premises or generated by Tenant from the Premises and comply with applicable Maine (state and local) and federal law as the same may be amended from time to time; and (vi) further agrees to deliver the Premises to Landlord at the termination of this Lease free of all pollutants, contaminants, special wastes, underground storage tanks, asbestos and waste oil petroleum and any other hazardous, pathological, radioactive, dangerous or toxic substances, materials or wastes brought to the Premises by or generated by Tenant. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local. Tenant further agrees to (a) hold harmless and (b) indemnify Landlord for and against any and all claims, loss, injury, harm, costs, damages and expenses, including reasonable attorney's fees, which may arise in the event that Tenant breaches any of the provisions contained in this Section.

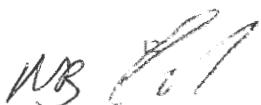
Tenant shall not be responsible for nor indemnify Landlord from Hazardous Materials, if any, present on the Premises prior to the commencement of this Lease unless subsequently deposited or resulting from the activities of Tenant or its agents and invitees, or unless deposited by tenant, agents or invitees previously under the term or holdover period of a prior lease. Tenant agrees to notify Landlord in the event that it discovers the presence of such Hazardous Materials.

The covenants of Tenant set forth in this Section 14 shall survive the expiration or earlier termination of this Lease.

- 15) **RESPONSIBILITY FOR DAMAGE TO PREMISES.** All injury or damage to the Premises, caused by Tenant or Tenant's agents, employees, customers and invitees shall be repaired by Tenant at Tenant's sole expense. If Tenant shall fail to do so, Landlord shall have the right to make such repairs or replacements, and any cost so incurred by Landlord shall be paid by Tenant, and such cost shall become additional rent payable with the installment of rent next becoming due under the terms of this Lease. All injury or damage to the Premises or the Building caused by the willful or grossly negligent act of Landlord, or its agents, employees, customers, carriers, vessels and invitees shall be the responsibility of Landlord and shall be repaired with due diligence and as soon as practicable, at Landlord's sole expense, and in no event shall Tenant be liable for any such injury or damage caused by such act of Landlord.

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- 16) **LIABILITY FOR DAMAGE TO PERSONAL PROPERTY AND PERSON.** All personal property of Tenant and Tenant's employees, agents and invitees in or on the Premises shall be and remain at their sole risk. Landlord shall not be liable for any damage to or loss of such personal property arising from any act, omission, or negligence of any person, or from any cause other than any damage or loss resulting directly from the willful or gross negligence of Landlord or its employees, agents, licensees, invitees, or guests. Landlord shall not be liable for any interruption or loss to Tenant's business and shall not be liable for any personal injury to Tenant, its employees, agents, or invitees, arising from the use, occupancy and condition of the Premises other than from the willful or gross negligence of Landlord. Notwithstanding the foregoing, Landlord shall not be liable to Tenant for any loss or damage to personal property, or injury to person, whether or not the result of Landlord's gross negligence, to the extent that such loss, damage or injury is directly or indirectly related to the presence of water or moisture on the Land or in the RUBB Building and/or the Office.
- 17) **FIRE AND OTHER CASUALTY DAMAGE TO PREMISES.** If the Premises shall be damaged by fire or other cause, other than the fault or neglect of Tenant, Landlord shall as soon as practicable after such damage occurs (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company) repair such damage at the expense of Landlord, and the rent shall be reduced in proportion to the extent the Premises are rendered untenable until such repairs are completed. No other compensation or reduction of rent will be allowed or paid by Landlord by reason of inconvenience, annoyance, or injury to business arising from the necessity of repairing the Premises. In the event that thirty (30%) percent of the Premises is destroyed, and repairs cannot be completed, or alternative arrangements made, within thirty (30) days, then Tenant may, in the exercise of its sole discretion, terminate this Lease upon written notice to Landlord.
- 18) **BANKRUPTCY OR INSOLVENCY.** If a petition shall be filed, either by or against Tenant, in any court or pursuant to any federal, state or municipal statute, whether in bankruptcy, insolvency, for the appointment of a receiver of Tenant's property or because of any general assignment made by Tenant of Tenant's property for the benefit of Tenant's creditors, then after the happening of any such event (or in the case of an involuntary petition, then if such petition is not discharged within ninety (90) days from the filing thereof), Landlord shall have the right, at Landlord's option, to terminate this Lease by sending written notice to Tenant, in which event Landlord shall be entitled to immediate possession of the Premises and to recover damages from Tenant in accordance with Article 21 hereof.
- 19) **TERMINATION/DEFAULT OF TENANT.** If Tenant shall fail to pay any monthly installment of rent or shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant, and if such violation or failure shall continue for a period often (10) days after written notice thereof to Tenant by Landlord, or if Tenant shall abandon or vacate the Premises before the expiration date of this Lease or if Tenant shall default in any other obligation to Landlord, Landlord shall have the right, at Landlord's election, then or at any time thereafter while such event of default shall continue, either: (i) To give Tenant written notice of Landlord's intent to terminate this Lease on the date of such notice or on any later date specified therein, and on the date specified in such notice Tenant's right to possession of the Premises shall cease and

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this Lease shall thereupon be terminated; or (ii) Without demand or notice, to re-enter and take possession of the Premises, or any part thereof, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove the effects of both or either, by summary proceedings, or by action at law or in equity or otherwise, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant. If Landlord elects to re-enter under this clause, Landlord may terminate this Lease, or, from time to time, without terminating this Lease, may re-let the Premises, or any part thereof, as agent for Tenant for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Premises. No such re-entry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant under clause (i) above, or unless the termination thereof be decreed by a court of competent jurisdiction at the instance of Landlord.

If Landlord terminates this Lease pursuant to this Article, Tenant shall remain liable (in addition to accrued liabilities) for (i) at Landlord's option, either (A) rent and all other sums provided for in this Lease until the date this Lease would have expired had such termination not occurred, or (B) any and all expenses incurred by Landlord in re-entering the Premises, repossessing the same, making good any default of Tenant, painting, altering or dividing the Premises, putting the same in proper repair, protecting and preserving the same by placing therein watchmen and caretakers, re-letting the same (including any and all attorneys' fees and disbursements and brokerage fees incurred in so doing), and any and all expenses which Landlord may incur during the occupancy of any new tenant, except that if Landlord terminates this Lease less than four (4) months from the expiration of the then current term, costs for alterations made for a new tenant shall not be allocable to Tenant; less (ii) the net proceeds (including all extensions) of any re-letting prior to the date when this Lease would have expired if it had not been terminated. Tenant agrees to pay to Landlord the difference between items (i) and (ii) of the foregoing sentence with respect to each month during the term of this Lease, at the end of such month. Any suit brought by Landlord to enforce collection of such difference for any one month shall not prejudice Landlord's right to enforce the collection of any difference for any subsequent month. In addition to the foregoing, and without regard to whether this Lease is terminated, Tenant shall pay to Landlord all costs incurred, including reasonable attorneys' fees, with respect to any successful lawsuit or action taken instituted by Landlord to enforce the provisions of this Lease. Landlord shall have the right, at Landlord's sole option, to re-let the whole or any part of the Premises for the whole of the unexpired term of this Lease, or longer, or from time to time for shorter periods, for any rental then obtainable, giving such concessions of rent and making such special repairs, alterations, decorations and paintings for any new tenant as Landlord, in Landlord's sole and absolute discretion, may deem advisable.

Tenant's liability as aforesaid shall survive the institution of summary proceedings and the issuance of any warrant thereunder. Landlord shall be under no obligation to re-let the Premises but agrees to use reasonable efforts to do so. If Landlord terminates this Lease pursuant to this Article, Landlord shall have the right, at any time, at Landlord's option, to require Tenant to pay to Landlord, on demand, as liquidated and agreed final damages in lieu of Tenant's liability for damages hereunder, the rent and all other

charges which would have been payable from the date of such demand to the date when this Lease would have expired if it had not been terminated, minus the fair rental value of the Premises for the same period. If the Premises shall have been re-let for all or part of the remaining balance of the Lease Term by Landlord after a default but before presentation of proof of such liquidated damages, the amount of rent reserved upon such re-letting, absent proof to the contrary, shall be deemed the fair rental value of the Premises for purposes of the foregoing determination of liquidated damages. Upon payment of such liquidated and agreed final damages, Tenant shall be released from all further liability under this Lease with respect to the period after the date of such demand. For purposes of this Article, the term rent shall include monthly rent, additional rent and all other charges to be paid by Tenant under this Lease. All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

- 20) **WAIVER.** If under the provisions hereof Landlord shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's rights hereunder. No waiver by Landlord of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord 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 rent or other amount owed or to pursue any other remedy provided in this Lease. No reentry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of this Lease.
- 21) **CONDEMNATION.** If the whole or a substantial part of the Premises shall be taken or condemned by any governmental authority for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date when title vests in such governmental authority, and the rent shall be abated on such date. If less than a substantial part of the Premises is taken or condemned by any governmental authority for any public or quasi-public use or purpose, the rent shall be equitably adjusted on the date when title vests in such governmental authority and this Lease shall otherwise continue in full force and effect. For purposes hereof, a substantial part of the Premises shall be considered to have been taken if more than fifty percent (50%) of the Premises are unusable by Tenant. In the case of any such taking or condemnation, whether or not involving the whole or a substantial part of the Premises, Tenant shall have no claim against Landlord or the condemning authority for any portion of the amount that may be awarded as damages as a result of such taking or condemnation or for the value of any unexpired term of this Lease, and Tenant hereby assigns to Landlord all its right, title and interest in and to any such award; provided, however, that Tenant may assert any claim that it may have against the condemning authority for compensation for any fixtures owned by Tenant and for any relocation expenses compensable by statute, and receive such awards therefor as may be allowed in the condemnation proceeding if such awards shall be

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made in addition to and stated separately from the award made for the Premises or the part thereof so taken.

- 22) **RIGHT OF LANDLORD TO CURE TENANT'S DEFAULT, LATE PAYMENTS.** If Tenant defaults in the making of any payment or in the doing of any act herein required to be made or done by Tenant, then after ten (10) days' written notice from Landlord, Landlord may, but shall not be required to, make such payment or do such act, and the amount of the expense thereof, if made or done by Landlord, with interest thereon at the rate of ten percent (10%) per annum, but not to exceed the highest lawful rate, from the date paid by Landlord, shall be paid by Tenant to Landlord and shall constitute additional rent hereunder due and payable with the next monthly installment of rent; but the making of such payment or the doing of such act by Landlord shall not operate to cure such default or to estop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled. If Tenant fails to pay any installment of rent on or before the first day of the calendar month when such installment is due and payable, such unpaid installment shall bear interest at the rate often percent (10%) per annum, but not to exceed the highest lawful rate, from the eleventh day after such installment became due and payable to the date of payment thereof by Tenant. Such interest shall constitute additional rent hereunder due and payable with the next monthly installment of rent. In addition, Tenant shall pay to Landlord, as a "late charge", four percent (4%) of any payment herein required to be made by Tenant which is more than ten (10) days late to cover the costs of collecting amounts past due.
- 23) **NO REPRESENTATIONS BY LANDLORD.** Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises except as herein expressly set forth, and no rights, privileges, easements or licenses are granted to Tenant except as herein set forth. Tenant, by taking possession of the Premises, shall accept the same "as is", subject to the improvements and alterations to be performed by Landlord under Section 6 of this Lease and such taking of possession shall be conclusive evidence that the Premises are in good and satisfactory condition at the time of such taking of possession.
- 24) **BROKERS.** Tenant warrants and represents that it has not dealt with a real estate broker. In the event of any brokerage claims against Landlord predicated upon dealings with Tenant by other brokers, Tenant agrees to defend the same and indemnify Landlord against any such claims.
- 25) **NOTICES.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person and receipted or sent by certified or registered mail, return receipt requested, first class, postage prepaid,
- if to Landlord, to Matt Burns, Executive Director, Maine Port Authority, 460 Commercial St., Portland, Maine 04101
 - if to Tenant, EJMSKIP USA, c/oGylfi Sigfusson at 454 Commercial St.. Portland, Maine 04101, with a copy to: 1424 Baker Road, Virginia Beach, VA 23455.

unless notice of a change of address is given by ten (10) days prior written notice to the other party.

- 26) **ESTOPPEL CERTIFICATES.** Tenant agrees, at any time and from time to time, upon not less than ten (10) days' prior written notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease has been unmodified since its execution and is in full force and effect (or if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications), (ii) stating the dates, if any, to which the rent and sums hereunder have been paid by Tenant, (iii) stating whether or not to the knowledge of Tenant, there are then existing any defaults under this Lease (and, if so, specifying the same), and (iv) stating the address to which notices to Tenant should be sent. Any such statement delivered pursuant hereto may be relied upon by Landlord or any prospective purchaser or mortgagee of the Premises or any part thereof or estate therein.
- 27) **COVENANTS OF LANDLORD.** Landlord covenants that it has the right to make this Lease, and that if Tenant shall pay the rent and perform all of Tenant's obligations under this Lease, Tenant shall, during the term hereof, freely, peaceably and quietly occupy and enjoy the full possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord. In the event of any sale or transfer of Landlord's interest in the Premises, the covenants and obligations of Landlord hereunder accruing after the date of such sale or transfer shall be imposed upon such successor-in-interest and any prior Landlord shall be freed and relieved of all covenants and obligations of Landlord hereunder accruing after the date of such sale or transfer.
- 28) **LIEN FOR RENT.** Tenant hereby grants to Landlord a lien on all property of Tenant now or hereafter placed in or on the Premises (except such part of any property as may be exchanged, replaced, or sold from time to time in the ordinary course of business) and such property shall be and remain subject to such lien of Landlord for payment of all rent and all other sums agreed to be paid by Tenant herein or for services or costs relating to the Premises that Tenant may hereafter agree to pay to Landlord. Said lien shall be in addition to and cumulative of the Landlord's lien rights provided by law.
- 29) **GENDER.** Feminine or neutral pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution.
- 30) **BENEFIT AND BURDEN; NO RECORDATION.** The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and each of their permitted successors and assigns. Landlord may freely and fully assign its interest hereunder. Landlord and Tenant agree that this Lease Agreement shall not be recorded. At the request of either party hereto, Landlord and Tenant further agree to execute a Memorandum of Lease incorporating the terms hereof in a manner mutually acceptable to the parties, provided, that the requesting party shall bear the expense of preparation and recording of such Memorandum of Lease.
- 31) **LAW AND VENUE.** Tenant hereby agrees that the Lease shall be construed in accordance with the laws of the State of Maine. Any legal action, claim, or suit between the parties must be brought in the state courts within the State of Maine. Tenant hereby expressly submits and consents to the jurisdiction of Maine State Courts, with respect to any claim or demand upon Landlord based on this Lease or

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any amendment or supplement thereto. Pursuant to the provisions of 13-C M.R.S. § 1501, *et seq.*, Tenant shall register to do business with the Maine Secretary of State and shall appoint a registered agent within the State of Maine. See 13-C M.R.S. § 1507. Tenant shall provide Landlord with the name and address of the registered agent and shall immediately provide Landlord with written notice of any change to the name or address of such registered agent.

- 32) **WAIVER OF JURY TRIAL.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS LEASE OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS LEASE OR ANY OF THE CONTEMPLATED TRANSACTIONS WILL INSTEAD BE TRIED IN MAINE STATE COURT BY A JUDGE SITTING WITHOUT A JURY.
- 33) **ENTIRE AGREEMENT.** This Lease, together with any exhibit and all appendices attached hereto, contain and embody the entire agreement of the parties hereto, and no representations, inducements, or agreements, oral or otherwise, between the parties not contained in this Lease and exhibits and appendices, shall be of any force or effect. This Lease may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by both parties hereto.
- 34) **MISCELLANEOUS.**
- a) **Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction or by any future legislative action, such holding, or such action shall not invalidate or render unenforceable any other provision hereof.
 - b) **Amendments, Changes and Modifications.** This Lease may be amended, changed, modified, altered or terminated only by an instrument in writing signed by the parties hereto.
 - c) **Execution Counterparts.** This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
 - d) **Exhibits and Schedules.** Each exhibit and schedule attached to this Lease shall be incorporated into and be a part of this Agreement.
 - e) This Lease contains the entire agreement of the parties and supersedes all prior agreements and understandings, whether oral or written, and shall not be

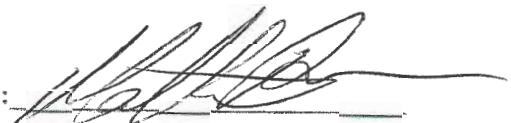
amended or modified except in writing signed by both parties. No representations, inducements, promises or agreements between the parties not embodied herein or therein shall be of any force or effect.

- f) The headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.
 - g) The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neutral singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, corporation, trust or a group of two or more individuals or corporation. The necessary grammatical changes required to make the provisions of this Lease apply in the plural number where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.
 - h) Whenever in this Lease provision is made for the doing of any act by any party, it is understood and agreed that said act shall be done by such party at its own cost and expense, unless a contrary intent is expressed.
- 35) **NON-OBLIGATION OF STATE FUNDS.**
Except with respect to those sources of funds that as a matter of Law are not subject to annual appropriations, the Parties acknowledge and agree that, although the execution of this Agreement by Owner manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of Owner in excess of such appropriations.



IN WITNESS WHEREOF, the parties have executed and delivered this Commercial Lease as of the date set forth above.

MAINE PORT AUTHORITY

By: 

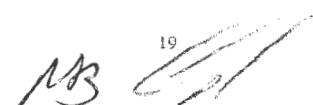
Matthew Burns, Executive Director

EIMSKIP USA, Iceland Steamship Inc.

t/a Eimskip USA, Inc.

By: 

Gylfi Sigfusson, CEO/President

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APPENDIX A: 454 Commercial Street

- 1) **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, office, administrative, and storage space, which are located at the 454 Commercial Street, Portland, Maine. The leased space ("Premises") will be defined as:

- Office 102/105
- Office 115
- Office 116
- Office 117
- Office 118
- Storage Room 124
- Closet 103

The following spaces will be used primarily by Eimskip personnel, with the understanding that MPA and its representatives may frequently enter during terminal operation.

- Copy/ Coffee Area 104
- Men's Rest Room 106
- Women's Rest Room 107
- Corridor 109
- Lobby 111
- Corridor 119
- Toilet/ Shower 120
- Toilet/ Shower 121
- Locker room 122
- Corridor 123
- Breakroom 125
- Gate 1 Guard House

Additional locations are included in the Premises, as further described in the Appendices, except that some of those portions of the Premises are for non-exclusive use, as further described there in.

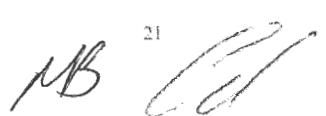
- 2) **ACKNOWLEDGEMENT OF SECURE AREAS:** The following parts of the premises is deemed as secure areas in the Facility Security Plan dated January 2022, Office 118 and Gate 1 Guard House. Eimskip acknowledges and accepts the security requirements related to this area. Additional parts of this premises may become part of future security requirements.
- 3) **RENT:** The Tenant shall pay to Landlord rent in the amount of \$6,547.40 per month.
- 4) **OPERATING COSTS:** The Tenant at its own costs shall provide the toiletries for

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the restrooms 106, 107, 120, and 121. Eimskip will be responsible for maintaining the spaces leased and those used primarily by Eimskip Personnel in a clean, safe and sanitary condition.

The Landlord will contract for a weekly cleaning service during business hours for the premises to assist in the Tenant's requirement to keep the Premises clean. The Tenant will be permitted to have up to 4u of rack mounted equipment in the Server closet 108.

- 5) **CONDITION OF PREMISES.** There is no damage or promised improvements of note, and Tenant takes possession on an "as-is" basis.

Handwritten signatures of MB and CJ, likely initials of the parties involved in the lease agreement.

APPENDIX B: Maintenance Garage

- 1) **Premises.** Tenant will be allowed non-exclusive use of the Maintenance Garage 127 and Maintenance Office 126, located at 454 Commercial Street, Portland, Maine. Tenant will be allowed to utilize the approximately 500 sq ft to the east, between the building and the parking lot fence, not to extend beyond the face of the building. Additional locations are included in the Premises, as further described in the Appendices, except that some of those portions of the Premises are for non-exclusive use, as further described there in.
- 2) **Rent:** Tenant shall pay the Landlord the amount of the Utilil invoice for Meter Number U32549.
- 3) **Acknowledgement of Secure Areas:** The entirety of this premises is deemed as secure areas in the Facility Security Plan dated January 2022. Eimskip acknowledges and accepts the security requirements related to this area.
- 4) **Condition of Premises.** There is no damage or promised improvements of note, and Tenant takes possession on an "as-is" basis.

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APPENDIX C: 460 Commercial Street

- 1) **Premises**. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, office, administrative, and storage space, which are located at the 460 Commercial Street, Portland, Maine. The leased space ("Premises") will be defined as:

- Office 121
- Office 122
- Office 124
- Office 125

The following spaces will be considered common spaces for use by Eimskip and MPA and their representatives:

- Corridor 106
- Kitchenette 111
- Toilet/ Shower 112
- Women's Rest Room 113
- Men's Rest Room 114
- Corridor 115
- Corridor 116
- Closet 118
- Corridor 123

Additional locations are included in the Premises, as further described in the Appendices, except that some of those portions of the Premises are for non-exclusive use, as further described there in.

- 2) **ACKNOWLEDGEMENT OF SECURE AREAS**: The following parts of the premises is deemed as secure areas in the Facility Security Plan dated January 2022:

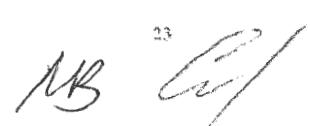
- Corridor 106
- Kitchenette 111
- Toilet/ Shower 112

Eimskip acknowledges and accepts the security requirements related to this area. Additional parts of this premises may become part of future security requirements.

- 3) **RENT**: Tenant shall pay to Landlord rent in the amount of \$3,960 per month.

- 4) **OPERATING COSTS**: Landlord at its own costs shall provide the toiletries for the restrooms 112, 113 and 114. Eimskip will be responsible for maintaining the spaces leased and those used primarily by Eimskip Personnel in a clean, safe and sanitary condition.

The Landlord will contract for a weekly cleaning service during business hours for the premises to assist in the Tenant's requirement to keep the Premises clean. The Tenant will be permitted to have up to 4u of rack mounted equipment in the Server closet 110.



The Tenant shall pay for a rubbish dumpster to be shared by both Landlord and Tenant; the dumpster will be allowed to be staged in the facility at 460 Commercial Street outside of the leased Premises. The Landlord will pay for a recycling dumpster to be shared by both Landlord and Tenant.

- 5) **CONDITION OF PREMISES.** There is no damage or promised improvements of note, and Tenant takes possession on an "as-is" basis.

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APPENDIX D: Rubb Building

- 1) **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, warehouse and storage space, which are located at the 468 Commercial Street, Portland, Maine. The leased space will be defined as an approximately 6,000 sq. ft. Rubb Building, and the storage space around the warehouse as defined as the following:
 - Starting at the Northeast corner of the Rubb Building
 - Move east along fence to corner of the concrete loading pad (43.646929, -70.258348)
 - Move South to the wooden pier (43.646805, -70.258117)
 - Move west along the Fore River and fence line until the fence line turns north (43.646082, -70.259020)
 - Following the fence line north for about 110 ft (43.646347, -70.259242)
 - Move east for about 200 ft (43.646785, -70.258735)
 - Move south to the Northeast corner of the Rubb Building

This area will exclude the area fenced into the west of the Rubb building which includes the CMP transformer, and transfer building for the MDOT Bridge.

Additional locations are included in the Premises, as further described in the Appendices, except that some of those portions of the Premises are for non-exclusive use, as further described therein.

- 2) **Acknowledgement of Secure Areas:** The entirety of the premises is deemed as secure areas in the Facility Security Plan dated January 2022. Eimskip acknowledges and accepts the security requirements related to this area.
- 3) **Rent:** The Tenant shall pay to Landlord rent in the amount of \$3,175 per month.
- 4) **Operating Costs:** The Landlord will maintain a server closet on the premises. The Landlord will be allowed to maintain up to 4u of rack mounted equipment. The area between the Rubb Building and the Fore River, and the area underneath the Casco Bay bridge will not be included in Snow removal contracts and will be the responsibility of the Tenant.
- 5) **Condition of Premises.** The Tenant acknowledges the previous damage and agrees to pay for the repairs of the following items:
 - The Southeastern most bay door, facing the fore river, was damaged and needs to be replaced by Tenant.
 - The southernmost light mounted on the eastern side of the building, facing the loading pad, was knocked off and needs to be replaced by Tenant.

Tenant takes possession on an "as-is" basis.

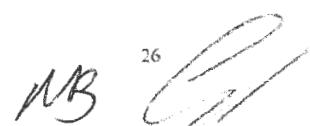
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APPENDIX E: Electrical Building

- 1) PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, a 12' x 24' concrete storage pad, which is located east of the Electrical Building at the 460 Commercial Street, Portland, Maine.

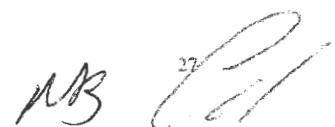
Additional locations are included in the Premises, as further described in the Appendices, except that some of those portions of the Premises are for non-exclusive use, as further described there in.

- 2) OPERATING COSTS: Tenant will be permitted to have up to 1u of equipment in the Electrical Building. This will need to be wall mounted as there is not a server rack. There will be no Snow removal associated with this Premises; the Tenant will be responsible for all required snow removal.

A handwritten signature consisting of the initials "NB" followed by "GL". The "G" is particularly stylized with a large loop.

APPENDIX F: Boardroom and Training Room Use

- 1) **PREMISES.** Landlord hereby agrees to have the following spaces available for occasional use by the Tenant.
Boardroom 117 in the building at 460 Commercial Street.
Training Room 112 in the building at 454 Commercial Street.
- 2) **BOOKING.** All Tenant use of the Boardroom and Training Room must be booked prior to use. The booking process will be a first come, first serve. The Landlord will provide the Tenant with booking instructions, which may be changed with written notice to the Tenant. Tenant's failure to follow the booking instructions may result in the space being unavailable.
- 3) **CLEANING.** The cleaning of the premises is the responsibility of the Tenant after each use. This includes but not limited to, making sure that all trash is put in the trash can, wiping up any spills, and ensuring that televisions and lights are turned off. Failure to leave the premises properly cleaned, the Landlord will clean it and charge a cleaning fee.
- 4) **FOOD AND DRINK.** Drinks such as Coffee, Soda, Water, and Tea are permitted in these shared rooms. If the Tenant wishes to have more than just drinks, they must include that in the Booking Request.
If the Tenant would like to have or serve food in the space, the Landlord will charge a fee to cover cleaning costs.
If the Tenant would like to serve Alcohol, they must engage their own caterer holding a valid State of Maine liquor license. For an event serving alcohol, the user must also acquire host liquor liability coverage for a minimum of \$500,000, with the MPA listed as the additional insured.
- 5) **AV AND IT.** The Landlord is not providing any AV or IT support or setup for the use of these rooms. If the Tenant would like support or help with setup, they must include that in the Booking request and will be charged a fee. This fee will cover all support including but not limited to help connecting to the TVs, supporting setup of video or telephone equipment, and connection to the Landlord's Wi-Fi.
- 6) **FEES.** The following Fees will apply to use of these rooms:
Board Room 117
 - i) **Cleaning Fee.** The cleaning fee will be assessed at \$30 per event or per day, if more than one event is scheduled on the same day. If additional damage is found beyond basic cleaning, the Tenant will be billed separately for those repairs.
 - ii) **AV/ IT Fee.** The AV/ IT fee will be assessed at \$50 per hour. This may apply to part or all of Booking dependent on the Tenants requests.**Training Room 112**
 - i) **Usage.** Tenant will be allowed to rent the space for a fee of \$250 per day.
 - ii) **Cleaning Fee.** The cleaning fee will be assessed at \$60 per event or per day, if more than one event is scheduled on the same day. If additional damage is found beyond basic cleaning, the Tenant will be billed separately for those repairs.
 - iii) **AV/ IT Fee.** The AV/ IT fee will be assessed at \$50 per hour. This may apply to part or all of Booking dependent on the Tenants requests.



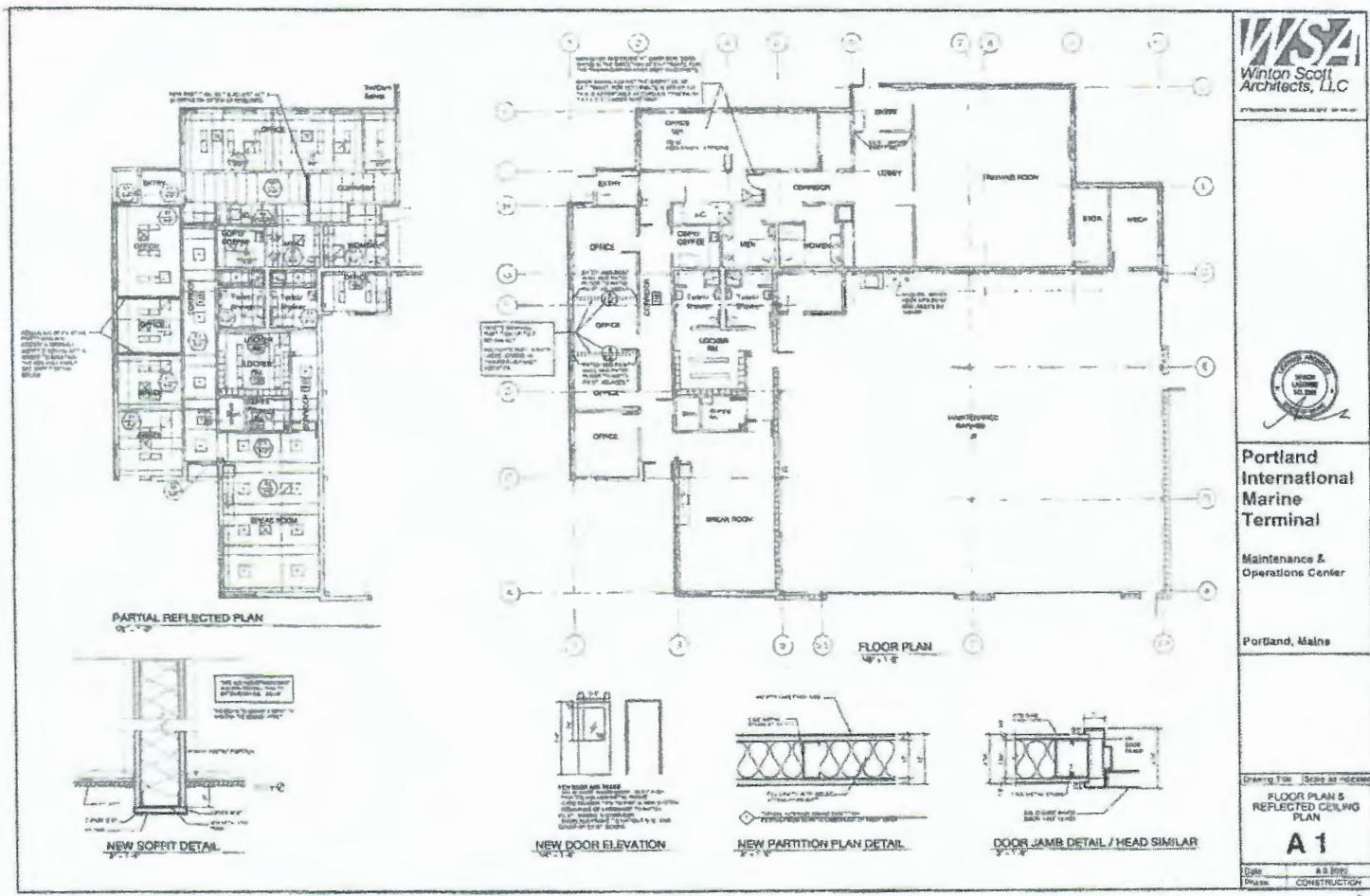
APPENDIX G: Summary of Rent

New Lease - 460 Commercial St.					
Name	Room	Sq. Ft.	\$sf	Rent/Month	
Office	121	120	\$ 6.60	\$ 792.00	
Office	122	180	\$ 6.60	\$ 1,188.00	
Office	124	180	\$ 6.60	\$ 1,188.00	
Office	125	120	\$ 6.60	\$ 792.00	
Conference	117	425	\$ -	\$ -	Common
Hallway	123/116/115	345	\$ -	\$ -	Common
Restrooms	113/114	100	\$ -	\$ -	Common
Closet	118	25	\$ -	\$ -	Common
Restrooms	112	75	\$ -	\$ -	Common
Kitchenette	111	95	\$ -	\$ -	Common
Hallway	106	260	\$ -	\$ -	Common
Entryway	107	85	\$ -	\$ -	Common
-	-	-	\$ -	\$ -	-
-	-	-	\$ -	\$ -	-
-	-	-	\$ -	\$ -	-
Total		2010		\$ 3,960.00	Monthly Rent
				\$ 47,520.00	Annual Rent

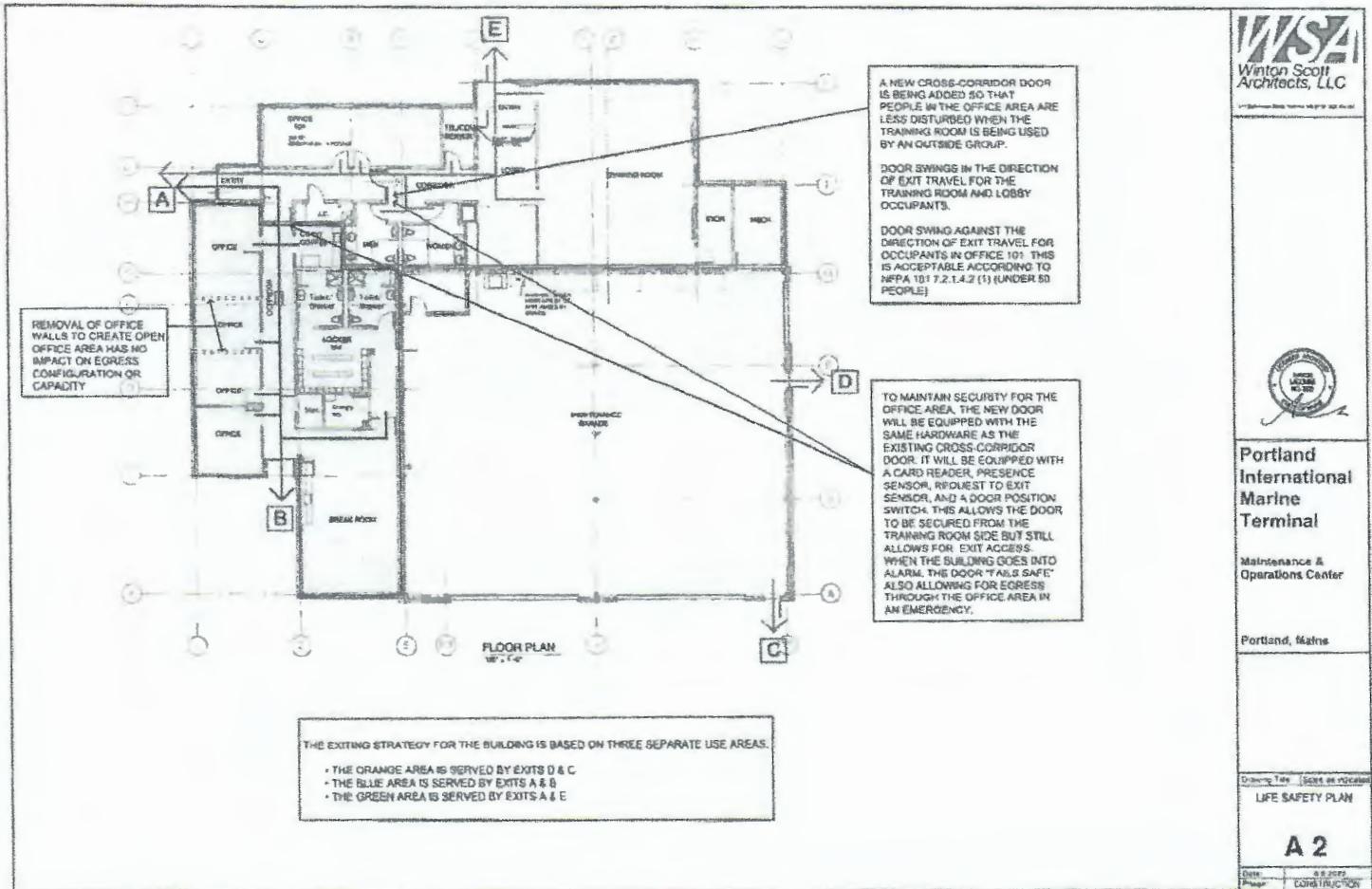
New Lease - 454 Commercial St.					
Name	Room	Sq. Ft.	\$sf	Rent/Month	
Office	102/105	370	\$ 6.60	\$ 2,442.00	
Office	115	210	\$ 6.60	\$ 1,386.00	
Office	116	120	\$ 6.60	\$ 792.00	
Office	117	120	\$ 6.60	\$ 792.00	
Office	118	144	\$ 6.60	\$ 950.40	
Storage Room	124	60	\$ -	\$ 120.00	
Closet	103	48	\$ -	\$ 65.00	
Bathrooms	106/107	310	\$ -	\$ -	Common
Front Corridor	109	150	\$ -	\$ -	Common
Side Corridor	119	335	\$ -	\$ -	Common
Breakroom	125	440	\$ -	\$ -	Common
Maintenance Corridor	123	150	\$ -	\$ -	Common
Locker Room	122	130	\$ -	\$ -	Common
Bathrooms	120/121	220	\$ -	\$ -	Common
Copy/Coffee Area	104	80	\$ -	\$ -	Common
Maintenance Garage	Maint. Garage	4196	\$ -	\$ -	Until Invoice
Total		7083		\$ 6,547.40	Monthly Rent
				\$ 78,568.80	Annual Rent

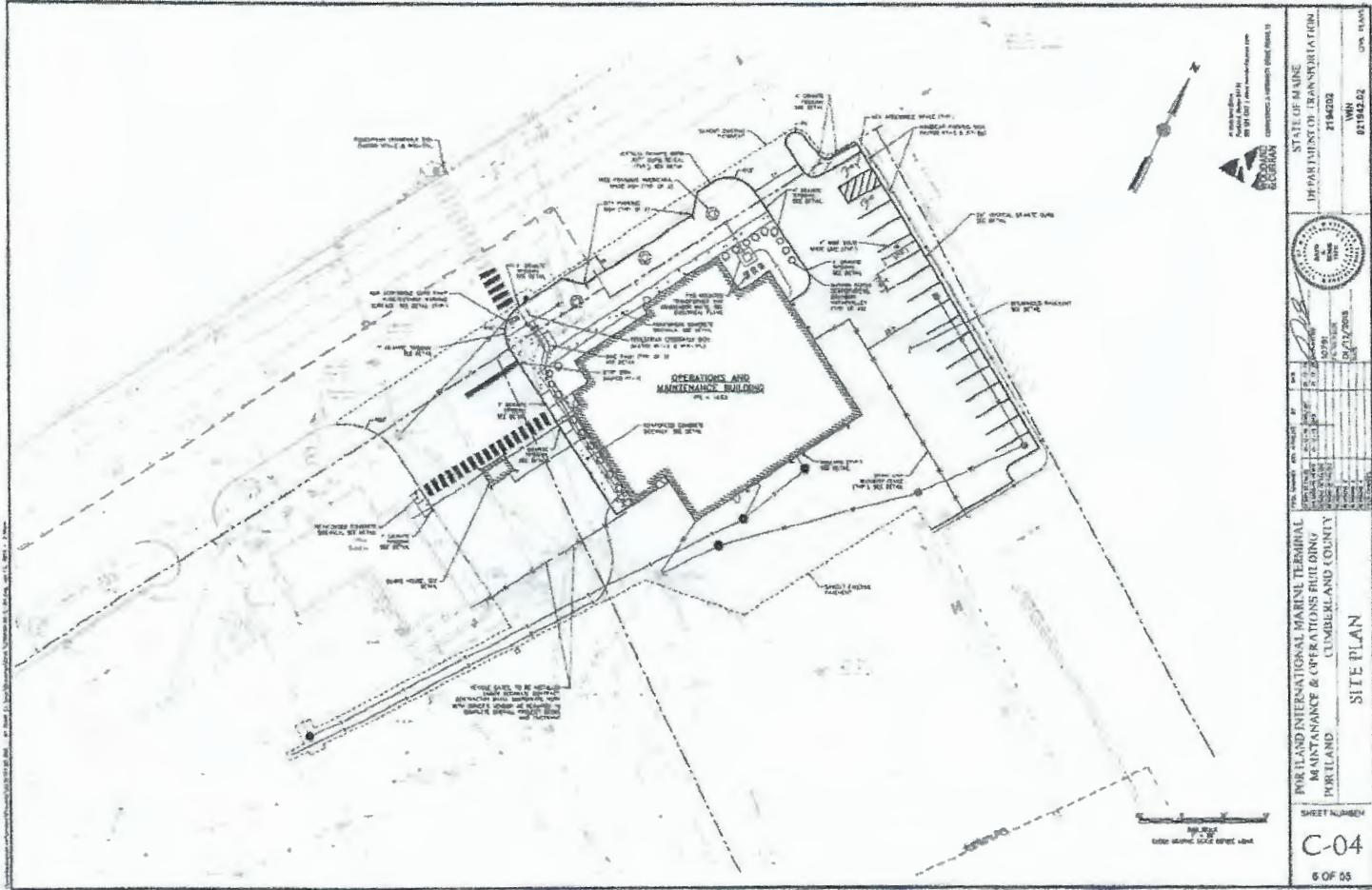
New Lease - RUBB Building/CFS					
Name	Room	Sq. Ft.	\$sf	Rent/Month	
CFS		6000		\$ 3,175.00	Monthly Rent
Total		6000	\$ 6.35	\$ 38,100.00	Annual Rent
Total Rent for Leased IMT Spaces					
Name	Room	Sq. Ft.	\$sf	Rent/Month	
460 Commercial St.	Offices	2010		\$ 3,960.00	Monthly Rent
454 Commercial St.	Offices	7083		\$ 6,547.40	Monthly Rent
CFS	Warehouse	6000		\$ 3,175.00	Monthly Rent
Total		15093		\$ 13,682.40	Total Monthly Rent
				\$ 164,188.80	Total Annual Rent

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