

APPLICATION FOR BUILDING PERMIT
Town of Machias, Maine

Building Permit request for:

- ☐ New Construction ☐ Expansion / Alteration
☐ Moving of Building ☐ Reconstruction / Replacement
☐ Conversion to another or different use

Date application received at Town Office:

10/14/16 Fee Paid \$ 234.00
Recipients Initials: JNC

Name of Applicant:
(or Agent)

Address of Applicant: Down East Community Hospital - Rehabilitation Dept.
11 Hospital Drive Machias, ME 04654

Telephone: 255-0258

Address of Building(s): 76 Dublin St Machias, ME 04654

Map M9 Lot L20

Proposed Use: (Describe briefly use of structure such as nature of business or residence, single or multi-family)

Indicate what other structures are located on the same lot and the uses:

Family Doctor, Cigarette Shopper, USDA

(Refer to Town of Machias Building Permit Ordinance 01/26/1989 in answering all applicable sections below.)

1. ☐ Yes ☒ No A waiver or variance is requested. (Attach separate sheet stating the request and reasons why you believe they should be allowed.)
2. ☒ Yes ☐ No A copy of the applicable town tax map showing lot location is attached.
3. ☒ Yes ☐ No The property is connected to the Machias Water Co. supply or can be connected. If the property is not, or cannot be connected to the Machias Water Co. supply, water will be provided by:
() Well () Spring () Other _____
4. ☒ Yes ☐ No The property is connected to Town of Machias sewer system or can be connected. Attach a copy of the Sewer Entrance Permit and include the location of the connection on the site plan if the project is to be connected to the Town of Machias sewer system.
5. ☐ Yes ☐ No N/A A soil test has been conducted for installation of a septic system for sewage disposal.
(Attach a copy of test document and diagram of the recommended septic location.)
6. ☐ Yes ☐ No see attached A site plan showing all items listed in section 4A(3) of Machias Building Permit Ordinance is attached. The site plan should reflect the dimensions of the lot on which construction is to be undertaken specifically to include the road frontage measurement. The plan should also include setback distances for the proposed construction from each boundary and from the public road or private access road.
7. ☒ Yes ☐ No A copy of the deed, lease, purchase and sales agreement, or other evidence of ownership or control of the real estate is attached.
8. ☐ Yes ☒ No Will surface water drainage adversely affect any neighboring properties?
9. ☐ Yes ☒ No Will lighting reflect beyond lot lines or cause annoyance to neighboring properties?
10. ☒ Yes ☐ No Lot has a minimum of at least 100 feet of frontage on a town road or deeded private way.
11. ☒ Yes ☐ No The building lot is at least 15,000 square feet in size or larger.
12. ☒ Yes ☐ No The building setback will be at least 35 feet from the front of the lot.
13. ☒ Yes ☐ No Side and rear distances from the lot lines are at least 15 feet to proposed building.
14. ☐ Yes ☒ No The proposed structure will be no more than 50 feet above ground level, including chimneys, stacks or other protrusions that are part of the structure.
15. ☒ Yes ☐ No There will be safe vehicular entrance and exit to public or private roads that border the lot. (Indicate vehicle driveway on site plan.)
16. ☐ Yes ☒ No Will the proposed activity involve the installation or change of use of a driveway providing access to a state highway? If so, an entrance permit from the Department of Transportation must be obtained prior to any issuance of permits and attached to this application.
17. There will be existing off street parking spaces as shown in site plan.

18. Commercial, industrial, and residential structures are required to comply with certain federal and/or state minimum standards and regulations

By initialing the items set forth below, the applicant is acknowledging awareness of, and compliance with, any applicable federal and state regulations and has attached copies of all approved permits that may be required. Indicate below which items apply to this building permit application and certify compliance by initialing the appropriate below:

Water Supply	AWC	Water Pollution	AWC	Flood Hazard Development Permit	AWC
Air Pollution	AWC	Soil Erosion	AWC	Maine DOT Entrance Permit	AWC
Shoreland Zoning	AWC	Surface Drainage	AWC	Sewer Connection Permit	AWC
Sewage Pollution	AWC	Noise Level	AWC	Natural Resources Protection Act Permit	AWC
Other					

19. Estimated cost of proposed building or structure(s): \$ 438,305.00

20. Name, address and telephone number of contractor or builder: Tom Harding HRS Commercial Management & Ellis
Commercial Development 2402 Rt. 2 Suite 6 Hiram, ME 04401 249-6710

21. I have read and understand the Town of Machias Building Permit Ordinance and hereby make application for a permit based on the information contained above and request the Planning Board to act on this application at its next scheduled monthly meeting.

Signature of Applicant: Stephen C. Conbehalt of Down East Community Hospital - Rehabilitation Dept.

NOTE: Although not required, it is recommended that the applicant, or a duly appointed representative attend the meeting at which the application for a Building Permit is to be considered.

For Planning Board use:

Building Permit: () Approved

() Denied

By the Planning Board on (Date):

Authorized Planning Board Signature:

Family Dollar	Cigarette Shopper	Empty Space	New Rehab. Space	USDA
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Store Front

1. *What is the main purpose of the study?*

2. *What are the research objectives?*

3. *What is the research methodology?*

4. *What are the results of the study?*

5. *What are the conclusions of the study?*

6. *What are the limitations of the study?*

7. *What are the implications of the study?*

8. *What are the future research directions?*

9. *What are the contributions of the study?*

10. *What are the key findings of the study?*



09/27/16

DIGIORGIO
ASSOCIATES
INC.

PROPOSED FLOOR PLAN

DECH OUTPATIENT
REHABILITATION CLINIC

DAI

DIGIORGIO
ASSOCIATES
INC.

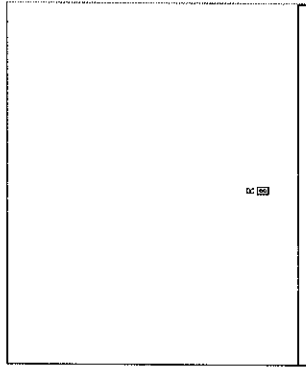
BOSTON

225 FRED STREET
FLOOR 10
TEL 617 725 7100
FAX 617 725 7115

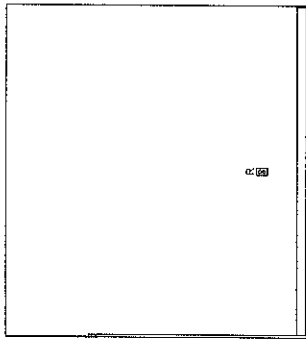
MAINE

44 MANAIVE AVE. SUITE 30
TEL 207 489 2400
FAX 207 489 2425

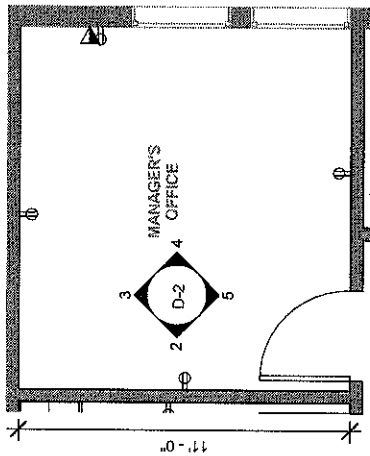
CONSULTANT:



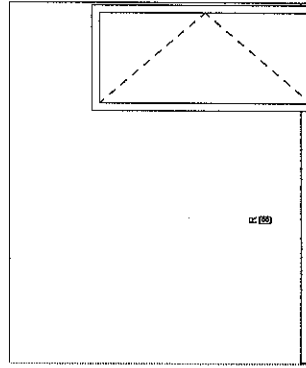
3 MANAGERS OFFICE - NORTH
1/4" = 1'-0"



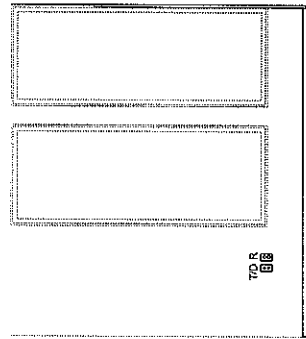
2 MANAGERS OFFICE - WEST
1/4" = 1'-0"



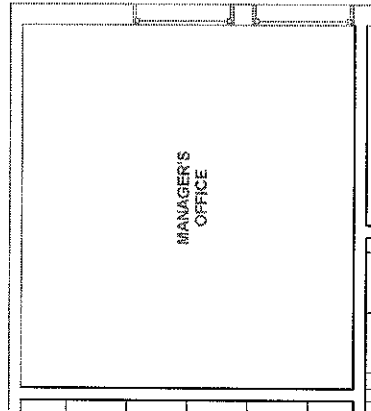
1 MANAGERS OFFICE
1/4" = 1'-0"



5 MANAGERS OFFICE - SOUTH
1/4" = 1'-0"



4 MANAGERS OFFICE - EAST
1/4" = 1'-0"

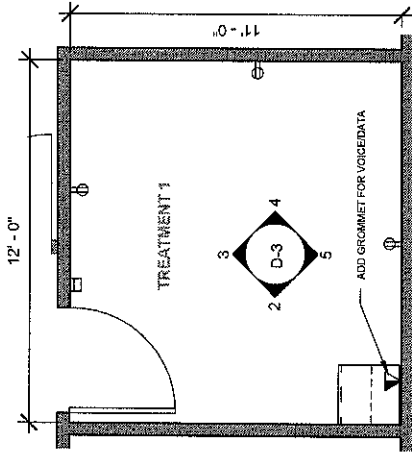


6 MANAGERS OFFICE RCP
1/4" = 1'-0"

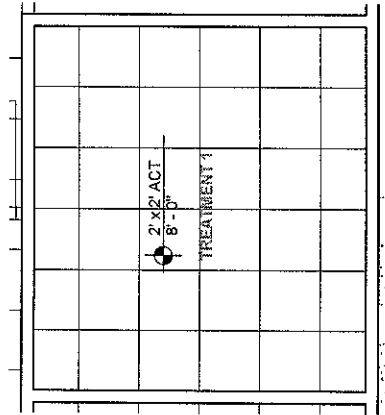
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Author	Checker
SCALE:	PROJECT NO.:
1/4" = 1'-0"	153655.00
DATE:	REFERENCE:
09/27/16	

PROJECT LOCATION:
C:\Users\madsen\Documents\DECH Rehab.rvt

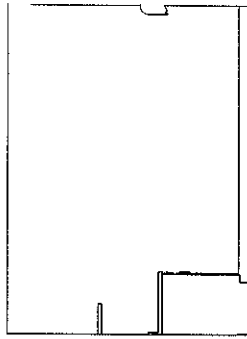
DRAWING TITLE:
**MANAGER'S
OFFICE**
DRAWING NO.:
D-2



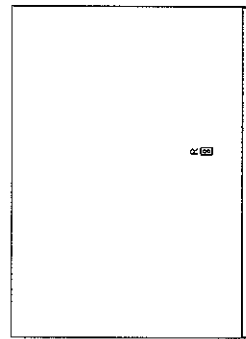
1 TREATMENT 1 (TYP)
1/4" = 1'-0"



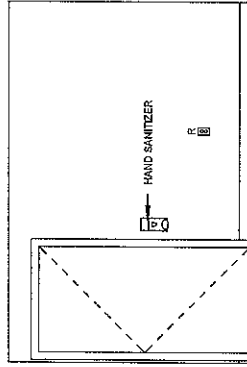
6 TREATMENT 1 RCP
1/4" = 1'-0"



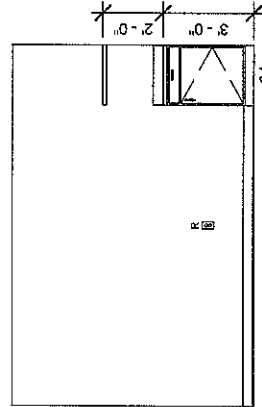
2 TREATMENT 1 - WEST
1/4" = 1'-0"



4 TREATMENT 1 - EAST
1/4" = 1'-0"



3 TREATMENT 1 - NORTH
1/4" = 1'-0"



5 TREATMENT 1 - SOUTH
1/4" = 1'-0"

DECH OUTPATIENT
REHABILITATION CLINIC

DAI

DIGIORGIO
ASSOCIATES
INC.

LOCATION
225 PULASKI STREET
ST. LOUIS, MO 63103
TEL: 617-223-1100
FAX: 617-223-1115

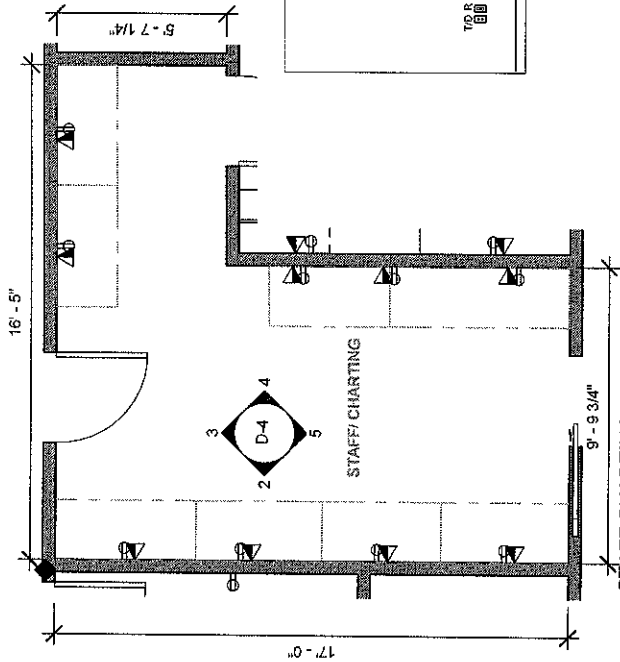
NAME
DECH OUTPATIENT
REHABILITATION CLINIC
225 PULASKI STREET
ST. LOUIS, MO 63103
TEL: 617-223-1100
FAX: 617-223-1115

CONSULTANT:

DRAWN BY: Author	CHECKED BY: Checker
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DATE: 09/27/16	REFERENCE:

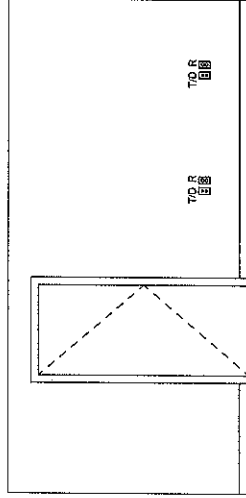
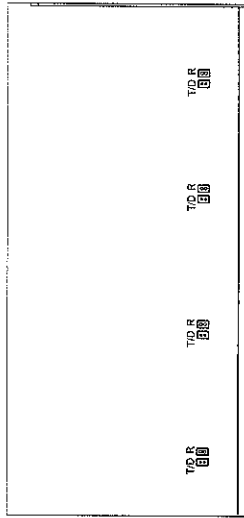
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TREATMENT
ROOM
DRAWING NO.:
D-3

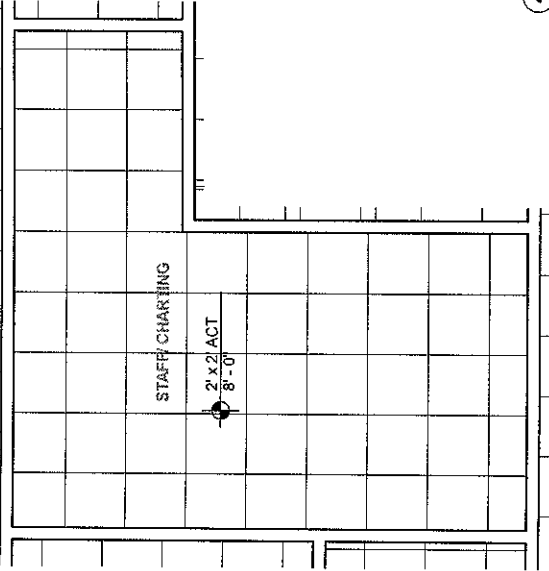


① STAFF CHARTING
1/4" = 1'-0"

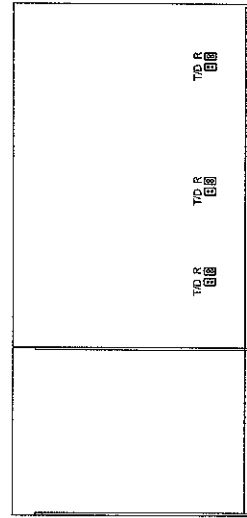
② STAFF CHARTING - WEST
1/4" = 1'-0"



③ STAFF CHARTING - NORTH
1/4" = 1'-0"



④ STAFF CHARTING - EAST
1/4" = 1'-0"



⑤ STAFF CHARTING - SOUTH
1/4" = 1'-0"

⑥ STAFF CHARTING RCP
1/4" = 1'-0"

DECH OUTPATIENT
REHABILITATION CLINIC

DAI

**DIGIORGIO
ASSOCIATES
INC.**

■ BOSTON
125 ARDEN STREET
BOSTON, MA 02116
TEL 617.725.7100
FAX 617.725.7115

■ MAINE
455 MARSHALL BLVD. SUITE 200
PORTLAND, ME 04106
TEL 207.862.2400
FAX 207.862.2425

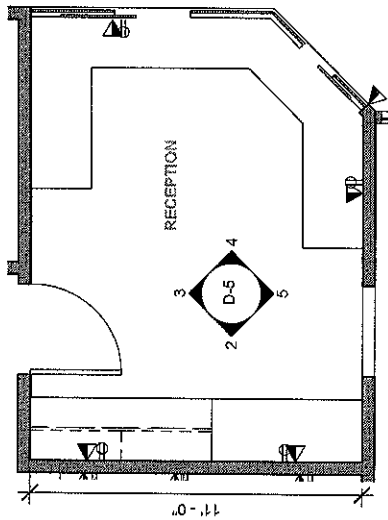
CONSULTANT:

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DATE: 09/27/16	REFERENCE:

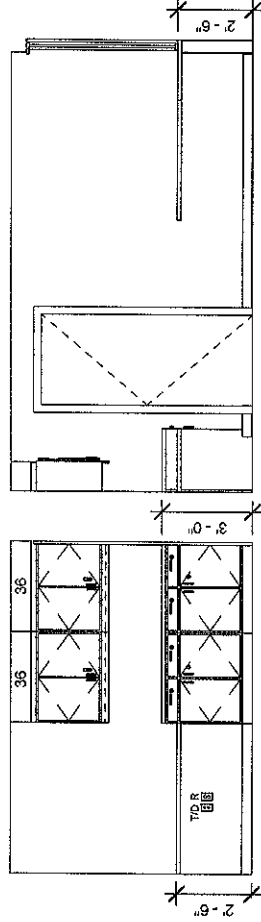
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**STAFF
CHARTING**
DRAWING NO.:

D-4

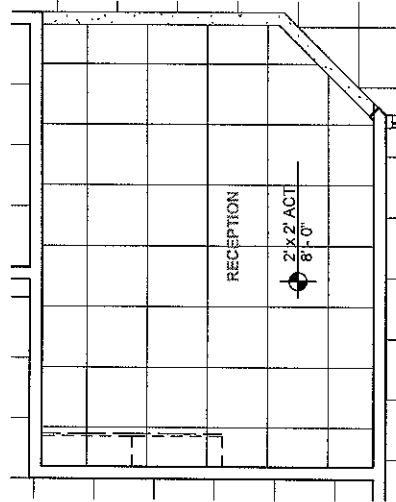


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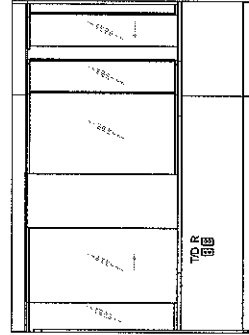


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1/4" = 1'-0"

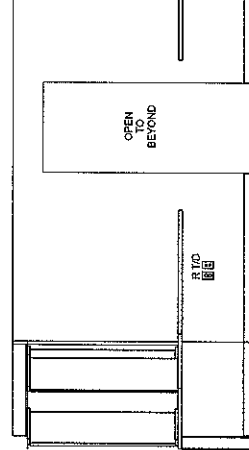
③ RECEPTION - NORTH
1/4" = 1'-0"



④ RECEPTION - EAST
1/4" = 1'-0"



⑤ RECEPTION - SOUTH
1/4" = 1'-0"



⑥ RECEPTION RCP
1/4" = 1'-0"

DECH OUTPATIENT
REHABILITATION CLINIC

DAI

**DIGIORGIO
ASSOCIATES
INC.**

305 FINEAS STREET
NEWTON, MA 02459
TEL: 617.552.1100
FAX: 617.552.1115

305 FINEAS STREET
NEWTON, MA 02459
TEL: 617.552.1100
FAX: 617.552.1115

305 FINEAS STREET
NEWTON, MA 02459
TEL: 617.552.1100
FAX: 617.552.1115

CONSULTANT:

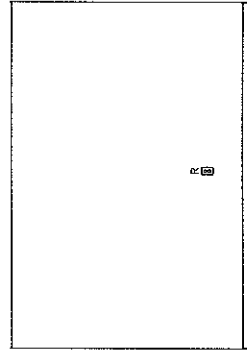
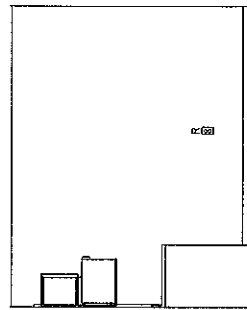
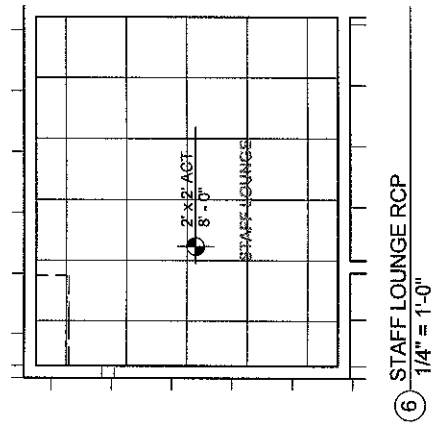
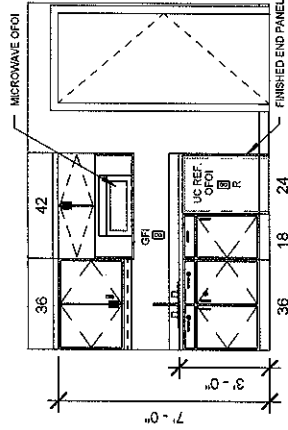
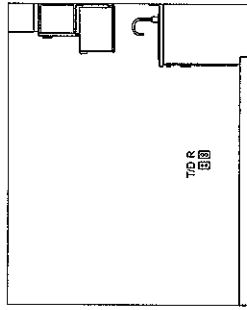
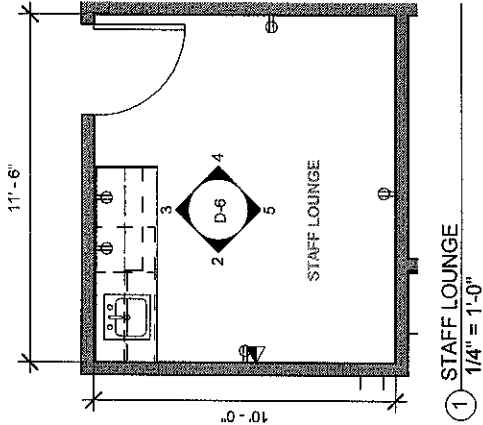
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Author	Checker
SCALE:	PROJECT NO.:
1/4" = 1'-0"	153655.00
DATE:	REFERENCE:
09/27/16	

PROJECT LOCATION:
C:\Users\jmaiden\OneDrive\DECH REHAB.rvt

DRAWING TITLE:
RECEPTION

DRAWING NO.:

D-5



DECH OUTPATIENT
REHABILITATION CLINIC

DAI

**DIGIORGIO
ASSOCIATES
INC.**

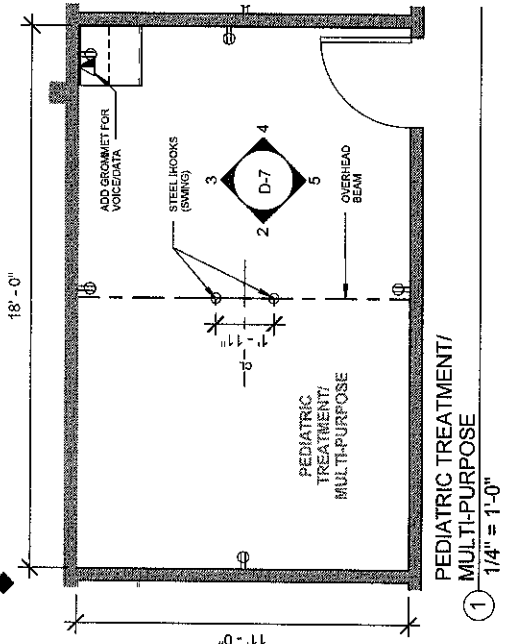
■ BOSTON
225 ARDEN STREET
FLOOR 10
TEL 617 725-7100
FAX 617 725-7115

■ MAINE
65 MARSH AVE., SUITE 200
TEL 207 882-2400
FAX 207 882-2427

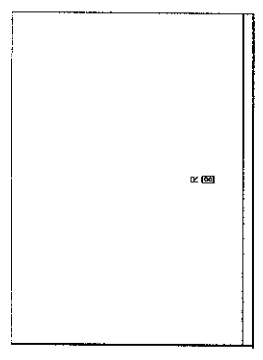
DATE: 09/27/16
PROJECT NO.: 153655.00
REFERENCE: C:\Users\jwandering\Desktop\DECH REHAB.rvt

CONSULTANT:

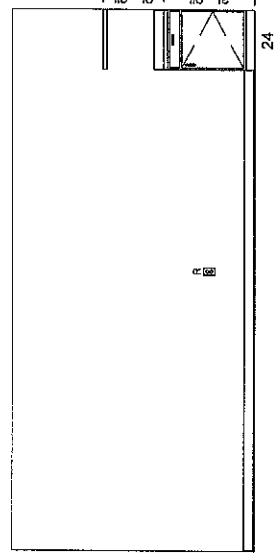
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**STAFF
LOUNGE**
DRAWING NO.:
D-6



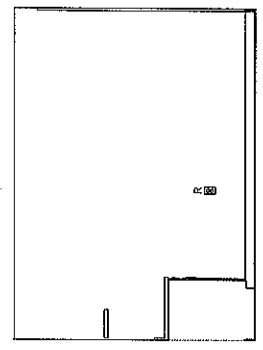
1 PEDIATRIC TREATMENT/ MULTI-PURPOSE
1/4" = 1'-0"



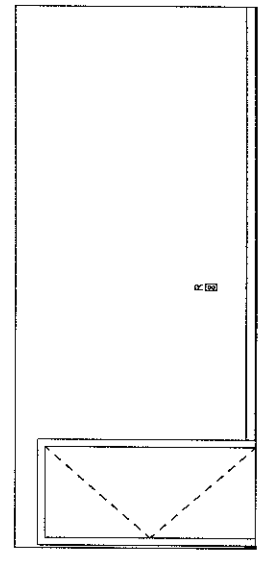
2 PEDIATRIC TREATMENT - WEST
1/4" = 1'-0"



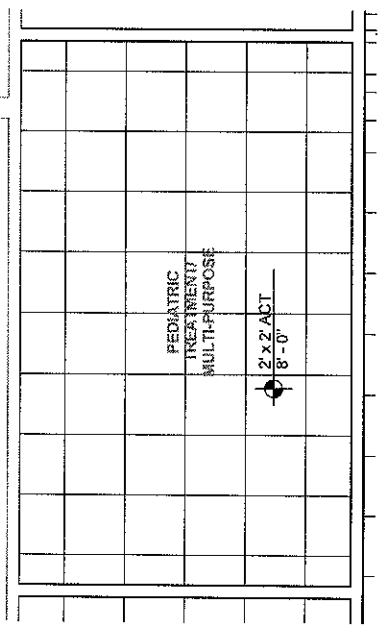
3 PEDIATRIC TREATMENT - NORTH
1/4" = 1'-0"



4 PEDIATRIC TREATMENT - EAST
1/4" = 1'-0"



5 PEDIATRIC TREATMENT - SOUTH
1/4" = 1'-0"



6 PEDIATRIC TREATMENT RCP
1/4" = 1'-0"

DECH OUTPATIENT
REHABILITATION CLINIC

DAI

**DIGIORGIO
ASSOCIATES
INC.**

■ BOSTON
225 FRIED STREET
BOSTON, MA 02114
TEL 617.732.7100
FAX 617.732.9115

■ MAINE
445 MARINE AVE. SUITE 200
PORTLAND, ME 04106
TEL 207.483.2400
FAX 207.483.2522

NAME
ADDRESS
CITY/STATE/ZIP

CONSULTANT:

DOWN BY:	CHECKED BY:
Author	Checker
SCALE:	PROJECT NO.:
1/4" = 1'-0"	133655.00
DATE:	REFERENCE:
09/27/16	
PROJECT LOCATION:	
C:\Users\pawdson\OneDrive\PROJECT REVIEWS	

DRAWING TITLE:
**PEDIATRIC
TREATMENT**
DRAWING NO.:
D-7



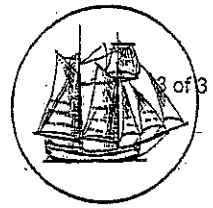
LEGEND
PARCEL NUMBERS 1
ADJACENT MAPS 2
MATCH LINE

For Assessment Purposes
Not to be used for Conveyances

PROPERTY MAP
TOWN OF MACHIAS
WASHINGTON COUNTY, MAINE
PREPARED BY
JAMES W. SEWELL COMPANY
OLD TOWN, MAINE
SCALE 1 INCH = 100 ± FEET



Town of Machias
Town Office
7 Court Street, Suite #1
P. O. Box 418
Machias, ME 04654



MEMORANDUM

To all interested parties (i.e. Property Owners, Contractors, Plumbers, Planning Board Members)

In all cases where a new or existing building is connecting to the Town of Machias municipal sewer collection system no unauthorized persons shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Town of Machias or authorized representative (See Section 400.1 of the Sewer Use Ordinance for the Town of Machias adopted 03/25/2000.)

Fees for all permits shall be paid at the time of filing application in accordance with the most recently adopted fee schedule set by the Machias Board of Selectmen.

Private sewer disposal shall be regulated by the Machias Sewer Use Ordinance. (See Section 300.0 of the Sewer Use Ordinance for the Town of Machias adopted 03/25/2000.)

In addition, all construction standards pursuant to the installation of building sewers, found in Section 400.0 of the Sewer Use Ordinance for the Town of Machias, will be followed during the installation of all building sewers.

**TOWN OF MACHIAS
RESIDENTIAL OR COMMERCIAL BUILDING SEWER APPLICATION**

To the Town of Machias:

The undersigned, being the _____ of the property
(Owner, Owner's, Agent)

located at 76 Dublin St _____, does hereby request a
(Number) (Street)

permit to install, connect, or reconnect a building sewer to serve the

Down East Plaza - Rehabilitation Department at said location. _____
(Residence, Commercial Building, etc.) (Map) (Lot)

1. The following indicated fixtures will be connected to the proposed building sewer:

Number	Fixtures	Number	Fixtures
<u>5</u>	Kitchen Sinks	<u>0</u>	Water Closets
<u>3</u>	Lavatories	<u>0</u>	Bath Tubs
<u>0</u>	Laundry Tubs	<u>0</u>	Showers
<u>0</u>	Urinals	<u>0</u>	Garbage Disposal

Specify other fixtures: _____

2. The maximum number of persons who will use the above fixtures are: Commercial
3. The name, address, and phone number of the person or firm who will perform the propose work:

FIRMS PERMIT EXPIRATION DATE: _____

4. Plans and specifications for the proposed building sewer are attached hereunto as Exhibit "A".

In consideration of the granting of this permit, the undersigned agrees to:

1. Accept and abide by all provisions of the Sewer Ordinance of the Town of Machias, and all other pertinent ordinances or regulations that may be adopted in the future. (All sewer laterals are to be connected at the main line with a properly sized saddle or wye connector.)
2. Maintain the building sewer at no expense to the Town of Machias.
3. Notify the Superintendent 24 hours in advance of when the building sewer is ready for inspection and connection to the public sewer, but before any of the work is covered.
(207) 255-3295

Signature: [Signature]
(Applicant)

Date: 10/14/16

(Address of Applicant)

RATES

Residential Sewer Line Reconnection Fee:	\$10.00 Per Unit
Commercial Sewer Line Reconnection Fee:	\$50.00 Per Unit
Residential New Sewer Line Connection Fee:	\$50.00 Per Unit
Commercial New Sewer Line Connection Fee:	\$300.00 Per Unit
R.V. Dumping Fee:	\$10.00 Per R.V.
Resident Dumping Fee:	\$ 50.00 Per Thousand Gallons
Non-Resident Dumping Fee:	\$ 50.00 Per Thousand Gallons

PERMIT AND INSPECTION:

Date application received at Town Office: _____ Inspection fee paid: \$ _____

Recipients Initials: _____

Application approved and permit issued:

Date: _____ Signature: _____
(Superintendent or Town Manager)

Inspected by: _____ Date inspected: _____

(PLEASE READ ITEM 3 ON PREVIOUS PAGE)

Sanitary Sewer Service Location
Town of Machias

Date installed: _____ Street: _____

Type, size of service pipe: _____ Dwelling Number: _____

Connection at sewer main: _____ Occupant: _____

Depth, end of service pipe: _____ Owner(s): _____

Length of service pipe laid: _____

Measured, located by: _____

Project Contractor: _____

Remarks: _____

DRAFT LEASE

THIS LEASE (the "Lease") is made this 13th day of July, 2016 (the "Execution Date"), by and between **Machias Holdings, LLC**, a Maine limited liability company having a mailing address of **2402 Route 2 Suite G, Hermon, Maine 04401** (hereinafter referred to as "Landlord"), and **Down East Community Hospital**, a Maine nonprofit hospital corporation with a mailing address of **11 Hospital Drive, Machias, ME 04654** (hereinafter referred to as "Tenant").

In consideration of their mutual covenants contained herein, Landlord and Tenant agree as follows:

ARTICLE 1. PREMISES

1.1 **Leased Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions of this Lease, the premises shown on **Exhibit A** attached hereto (hereinafter referred to as the "Premises" or "Leased Premises") and located within the shopping center located at **76 Dublin Street, Machias, Maine** (hereinafter referred to as the "Center") together with the appurtenances specifically granted in this Lease, but reserving and excepting to Landlord the use of the exterior walls, the roof and the right to install, maintain, use, repair and replace, pipes, ducts, conduits and wires leading through the Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Center. For the purposes of this Lease, the Premises contain **4,605** square feet within a Center containing at least **25,385** square feet that may, in the Landlord's discretion, be expanded from time to time in the future.

1.2 **Common Areas.** Tenant shall have the nonexclusive use, in common with others entitled to use the same, as appurtenant to the Premises, of such parking areas, driveways, loading areas, sidewalks, landscaped areas, and other exterior common areas and facilities as may be designated by Landlord from time to time, subject to Landlord's rules and regulations as provided in this Lease. Landlord may at any time close temporarily any common area to make repairs or changes or to discourage non-customer parking; and may from time to time, at Landlord's reasonable discretion, change the size, location and nature of any common areas, or eliminate portions of the common areas, so long as reasonable access is maintained to the Premises.

1.3 **Parking.** Subject to Tenant's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, Landlord may designate in writing specific areas in which cars owned by Tenant and Tenant's officers, employees and agents must be parked, which areas shall have a sufficient number of spaces to permit each of Tenant's employees and

agents working within the Premises to park their cars. Landlord shall designate the four (4) parking spots immediately in front of the Premises for Tenant's patients. Tenant shall upon written request furnish to Landlord the license numbers of the cars operated by Tenant and Tenant's officers and employees that perform duties or services at the Premises on a regular basis.

ARTICLE 2. TERM

2.1 Initial Term. The initial term of this Lease shall be a period of **Ten (10)** years commencing on the date Landlord's work, described more fully in Section 10.5 and Exhibit C, is completed (the "Commencement Date").

2.2 Option to Extend. Tenant shall have the option to extend the initial term of this Lease for ~~one~~ (1) renewal term of ~~two~~ (2) years (the "Renewal Term") commencing at the end of the initial term, provided Tenant is not in default under the terms of this Lease at the time of the exercise of such option, and provided written notice of intention so to extend is delivered to Landlord at least three (3) months prior to the expiration of the initial term. Notwithstanding that Tenant shall have failed to give written notice to Landlord in accordance with this Section 2.2, Tenant's right to extend the initial term shall nevertheless continue until fifteen (15) days after Landlord shall have given Tenant written notice of Tenant's failure to give such notice. Except as otherwise expressly provided in this Lease, all agreements and conditions contained in this Lease shall apply to any Renewal Term.

ARTICLE 3. BASE RENT; SECURITY DEPOSIT

3.1 Base Rent. Tenant covenants and agrees to pay to Landlord, at Landlord's office address of 2402 Rt. 2, Suite G, Hermon, Maine 04401 or at such other place as Landlord shall from time to time designate in writing, monthly rent (the "Base Rent") as follows:

Year	Rent/Square Foot	Annual Rent	Monthly Rent
1-5	\$14.00	\$64,470.00	\$5,372.50
6-10	\$16.00	\$73,680.00	\$6,140.00
11-12 (Renewal Term, as applicable)	\$17.60	\$81,048.00	\$6,754.00

Tenant shall pay Base Rent to Landlord each month beginning on the Commencement Date and on the first day of each calendar month thereafter during the term of the Lease.

3.2 Security Deposit. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord the sum of **Five Thousand Three Hundred Seventy Two Dollars and Fifty Cents (\$5,372.50)** as security for the performance by Tenant of each and every obligation of Tenant under this Lease (the "Security Deposit"). In the event of any default by Tenant under this Lease, Landlord may reasonably apply or retain all or any part of such security to cure the default or to reimburse Landlord for any sum, which Landlord may reasonably spend by reason of the default of Tenant hereunder. In the case of every such application or retention,

Tenant shall, on demand, pay to Landlord the sum so applied or retained which shall be added to the Security Deposit so that the Security Deposit shall be restored to its original amount. If at the end of the Lease term, Tenant shall not be in default under this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant without interest. If Landlord retains any portion of the Security Deposit, Landlord shall provide Tenant with a written itemization of expenses and costs to which the Security Deposit was applied.

3.3 Late Charge. If Tenant fails to pay part or all of the Base Rent or Additional Rent (as provided below) when due, Tenant shall also pay interest equal to four percent (4%) per month on the unpaid balance; provided, however, no interest shall accrue until five (5) business days after Landlord gives written notice to Tenant that part or all of the Base Rent or Additional Rent is overdue and Tenant has failed to pay the overdue amount within such time.

ARTICLE 4. ADDITIONAL RENT

As used in this Lease, "Additional Rent" means, collectively, property taxes payable by Tenant in accordance with Section 5.1 and common area charges payable by Tenant in accordance with Article 6.

ARTICLE 5. TAXES

5.1 Property Taxes. Tenant shall also pay to Landlord, as additional rent, Tenant's pro rata share of all property taxes (including without limitation all public, special or betterment assessments and other governmental levies) imposed against the Center (including the land, building, and any elevators, air conditioning equipment, and other building machinery, equipment, furniture, furnishings and appurtenances for the benefit of all occupants of the Center). Tenant's share shall be a fraction, the numerator of which is the number of square feet of store floor area of the Premises and the denominator is the total number of square feet of store floor area in the Center (as defined in Article 1) whether or not all other stores in the Center be leased or occupied. Landlord shall, at the commencement of the Lease and annually thereafter furnish Tenant with a written statement specifying the calculation described in the preceding sentence, and the amount of Tenant's liability for its pro rata share. Tenant shall pay 1/12 of Tenant's pro rata share of estimated taxes to Landlord each month in advance on the first day of each month, based on Landlord's written estimate, provided by Landlord to Tenant, of the total taxes. Landlord shall provide Tenant with copies of the actual tax bills. If Tenant's pro rata share of the actual taxes exceeds the amount paid by Tenant during the applicable year, Tenant shall pay to Landlord Tenant's share of such excess within thirty (30) days after Tenant's receipt of Landlord's written demand therefor. If the amount paid by Tenant exceeds its share of the actual taxes during the applicable year, Tenant's share of such excess shall be refunded to Tenant within thirty (30) days after the end of the applicable year.

5.2 In the event Landlord is required to pay any taxing authority any amounts of sales tax, gross receipt taxes, taxes on receipt of rents or any tax of a like nature (excluding income tax and excluding any of the foregoing enumerated types of taxes if levied in lieu of an income tax

which is otherwise generally imposed by a taxing authority) specifically measured as a percentage of or fraction of or other factor based upon the rent payable hereunder (whether in lieu of or in addition to property taxes), then such amounts shall be treated as property taxes in accordance with Section 5.1.

5.3. Landlord shall pay any taxes assessed against Landlord's own fixtures, equipment and personal property located in or on the Premises.

ARTICLE 6. COMMON AREA CHARGES

6.1 Maintenance of Common areas. Landlord shall repair and maintain the exterior common areas of the Center for their intended purposes, including landscaping and debris and snow removal from and sanding of parking areas, driveways, and sidewalks, and maintenance of gutters.

6.2 Tenant's Share of Common Area Charges. Tenant shall pay to Landlord, as additional rent, Tenant's pro rata share of the cost of the Common Area Charges (as defined in Section 6.3). Tenant's share of the Common Area Charges shall be determined in accordance with the same formula by which Tenant's pro rata share of property taxes is determined under Article 5. Tenant shall pay Tenant's pro rata share of the Common Area Charges in equal monthly installments in the amount estimated by Landlord, payable in advance on the first day of each month. Landlord shall furnish to Tenant annual statements showing the actual Common Area Charges, and if Tenant's pro rata share exceeds the amount paid by Tenant during the applicable year, Tenant shall pay to Landlord Tenant's share of such excess within thirty (30) days after Tenant's receipt of written demand therefor from Landlord. If the amount paid by Tenant exceeded the actual Common Area Charges during the applicable year, Tenant's share of such excess shall be refunded to Tenant within thirty (30) days after the end of the applicable year.

6.3 Definition of Common Area Charges. "Common Area Charges" shall mean all costs and expenses of every kind and nature paid or incurred by Landlord in operating, managing, equipping, lighting, repairing, or maintaining the common areas and common facilities of the Center, including without limitation the parking facilities, sidewalks, landscaping and gardening and any common sprinkler system. Subject to Section 6.4, such costs and expenses shall include, without limitation, actual, reasonable costs and expenses that are commercially reasonable for Washington County, Maine, as follows:

(a) The actual wages, salaries and benefits, payroll taxes, and workers' compensation premiums for Landlord's employees for services engaged in the physical operation, repair and maintenance of the building, common areas, and parking areas;

(b) Management fees paid or incurred by Landlord for the services of a property manager, provided the rate of such fees shall not exceed the normal charge for such services in the Machias, Maine, area;

- (c) All supplies and materials used in the operation and maintenance of the Center, common areas, and parking areas;
- (d) All costs for snowplowing, grounds maintenance, landscaping, sweeping and striping of the parking areas, and security services;
- (e) Costs for maintenance and repair of equipment and machinery used for servicing the common areas of the Center;
- (f) Premiums paid on insurance for liability, property damage, workers' compensation, fire, and all other insurance carried by Landlord with respect to the Center, including premiums paid on the fire and extended coverage maintained by Landlord pursuant to Article 11;
- (g) Utility costs for furnishing electricity, water, sewer and any other utility services to the common areas of the Center, and any charges for water and sewer or other utilities supplied to tenants and not separately metered under Article 8;
- (h) The costs of all outside contractors, maintenance agreements, and service and supply contracts relating to the operation, maintenance, and management of the Center by Landlord; and
- (i) The costs of all other items of general operation, repair, and maintenance exercised by Landlord for purposes of repair and maintenance of the common areas, but exclusive of expenses for alterations of leased premises for the accommodation of a specific tenant or tenants, and excluding costs for repairs or maintenance to the extent paid by the insurance maintained by Landlord under Article 11. In the event any charges are not entirely attributable to the operation and maintenance of the common areas, Landlord shall make a reasonable allocation of such charges.

6.4 Categories of Common Area Charges Allowed. The Common Area Charges that are the responsibility of Tenant hereunder shall be limited to the types of Common Area Charges actually charged to other tenants of Landlord at the Center as of the Execution Date. Tenant must provide written consent, which consent is not to be unreasonably withheld, conditioned, or delayed, prior to Tenant becoming responsible for paying Landlord for different or additional types of Common Area Charges.

ARTICLE 7. USE AND OPERATION OF PREMISES

7.1 Use. Tenant shall use the Premises for the purpose of providing healthcare services and related administrative services and for no other purpose, and shall fully comply with all local, state, and federal laws and regulations with respect to its use of the Premises.

7.2 Continuous Operation.

7.2.1 Tenant shall open for business at the Premises within thirty (30) days after the Commencement Date and continuously operate its business at the Premises on all days and at all hours in accordance with the business days and hours established by Tenant.

7.3 Tenant Operations.

7.3.1 No auction, fire, "going out of business" or bankruptcy sales shall be conducted on the Premises;

7.3.2 Tenant shall not sell or display merchandise on, or store or dispose of trash or refuse on, or otherwise obstruct, the driveways, walks, parking areas and other common areas in the Center; nor park trucks or delivery vehicles outside the Premises so as to interfere unreasonably with the use of any driveways, walks, or parking areas;

7.3.3 Tenant shall not use any portion of the Premises for storage or office purposes except in connection with Tenant's business in the Premises;

7.3.4 Except for medical waste, all trash and refuse shall be stored within the Premises and disposed of in the manner designated in writing by Landlord;

7.3.5 Tenant shall be responsible for the storage and disposal of medical waste generated at the Premises; and

7.3.6 Tenant shall not perform any act or carry on any practice which may damage the Premises or any part of the Center, nor commit any nuisance; nor permit the emission of any objectionable noise or odor; nor use any advertising medium such as loud-speakers, sound amplifiers, phonographs or radio or television broadcasts in a manner to be heard outside the Premises; nor make any use of the Premises which is contrary to any law or ordinance or which will invalidate or increase the cost of any of Landlord's insurance.

7.4 Compliance With Laws.

7.4.1 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 (any sprinkler systems and components excepted, which shall be Landlord's sole responsibility) required by applicable law, regulation, or ordinance; and shall procure any licenses and permits required for any such use. The parties 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 any other laws and regulations.

relating to providing access and accommodation to persons with disabilities, and each party (as used in this Section, the "Indemnifying Party") shall indemnify and hold the other party and its directors, officers, employees, and agents (as used in this Section, each, an "Indemnified Party") harmless from any loss, cost or liability incurred by an Indemnified Party as a result of the Indemnifying Party's failure to have the Premises in compliance with such requirements.

7.4.2 In the event that any of the provisions of this Lease are or may become violative of the rules, regulations or reimbursement policies of any third-party reimbursement program, or become violative of any federal or state laws, regulations, or rules, or may jeopardize Tenant's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, the parties shall promptly and in good faith negotiate an amendment to the terms of this Lease so that it no longer violates the same nor jeopardizes Tenant's status as a Section 501(c)(3) organization. In the event that the parties are unable to agree to an amendment to the Lease within a reasonable amount of time but no later than thirty (30) days after either party gives the other party a written request for an amendment, either party shall have the option of terminating this Lease upon thirty (30) days' written notice to the other party, unless a shorter period is required by law, regulation, rule, or Tenant's tax-exempt status.

7.5 Hazardous Materials. Tenant shall not cause or permit any Hazardous Material, as defined in this Section, to be stored, generated, disposed of, 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; provided, however, that Tenant, without first obtaining Landlord's written consent, may generate, store, and dispose of medical waste in or about the Premises in accordance with the remaining terms of this Section. 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 or the Center and in particular will not deposit any Hazardous Materials in or about the floor or any drainage system or trash containers at the Premises or the Center. Tenant shall give immediate notice to Landlord of any violation or potential violation of the provisions of this Section and will at all reasonable times permit Landlord or its agents, subject to the requirements of Article 15, 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, reasonable 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 the Center by Hazardous Materials 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, and includes 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 termination of this Lease.

7.6 Rules and Regulations. Tenant will observe and comply with the rules and regulations for the Center in existence as of the Execution Date. The rules and regulations may be revised from time to time by Landlord, and Landlord shall provide reasonable prior notice of such revisions to Tenant; provided, however, any revision to the rules and regulations that may materially impact Tenant's use of the Premises shall require Tenant's prior written consent to be effective, which consent shall not be unreasonably withheld, conditioned, or delayed. If there is any conflict between the rules and regulations and any provision of this Lease, such Lease provision shall control.

ARTICLE 8. UTILITIES AND SERVICE

8.1 Electricity and Telephone. Tenant shall make its own arrangements for electric and telephone service and shall pay all charges therefor, including costs of installation.

8.2 Water and Sewer. Tenant shall pay for its pro rata share of water and sewer charges if an individual meter is not supplied. Landlord shall provide Tenant with a detailed invoice, and supporting documentation reasonably requested by Tenant, specifying such charges to be paid by Tenant.

8.3 Other Utilities and Services. In accordance with Subsection 6.3(g), Tenant shall pay all charges for any other utilities and services for the Premises used by Tenant and supplied by Landlord or any other person, firm or corporation, including all utilities needed for heating, air conditioning and ventilation of the Premises.

8.4 Heat. Tenant shall appropriately heat the Premises during the customary heating season October to May.

8.5 Landlord shall not be required to supply any service to the Premises except as expressly stipulated in this Lease and shall not be liable to anyone for interruption of an agreed service due to any accident, to the making of repairs, alterations or additions, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies or to any cause beyond Landlord's reasonable control, except when such interruption is caused by the negligence of Landlord or Landlord's employees, agents, or contractors.

ARTICLE 9. REPAIRS AND MAINTENANCE

9.1 Repairs by Landlord. Landlord covenants to keep in good condition and repair the foundations and roof of the Premises; the structure of the floors and walls thereof (excluding interior finish, coverings and all glass); the water, plumbing, heating, electric and sewage systems; and any pipes, ducts, conduits and wires; but excluding any work required because of damage caused by act (other than reasonable wear and tear) or negligence of Tenant or Tenant's employees, invitees, agents or contractors (which damage Tenant is responsible for). The provisions of this paragraph shall not apply in case of damage or destruction otherwise covered

in this Lease under destruction by fire or other casualty (Article 13) or by eminent domain (Article 14).

9.2 Repairs by Tenant. Damage by fire or unavoidable casualty excepted, Tenant shall, at Tenant's expense, keep clean, neat and in good condition and repair, reasonable wear and tear excepted, all interior and nonstructural portions of the Premises, including without limitation, the storefront and the interior and exterior portions of all glass, including that in windows and doors (skylights excepted, which shall be Landlord's sole responsibility); all door and window hardware; fixtures; interior wall finishes; floor coverings and finishes; ceiling finishes; and signs (including permitted exterior signs). Tenant shall replace any glass which may be injured or broken with glass of the same quality. Tenant shall replace all light bulbs and ballasts consumed during the term of the lease. Tenant shall enter into a HVAC maintenance contract with a reputable company reasonably acceptable to Landlord for the maintenance of the HVAC system servicing the Premises. Said maintenance contract will include at least biannual maintenance of the HVAC system.

9.3 Surrender.

9.3.1 At the termination of this Lease, Tenant shall remove such of Tenant's goods and effects as are not permanently affixed to the Premises; remove such of the alterations and additions made by Tenant as Landlord may request in writing; repair any damage caused by such removal; and peaceably yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove) and all fixtures, furnishings, floor coverings and equipment which are permanently affixed to the Premises, which shall thereupon become the property of Landlord; and surrender the Premises in clean and in good order, repair and condition, reasonable wear and tear and damage by fire or unavoidable casualty excepted. Nothing herein contained shall be construed to prevent Tenant from removing all trade fixtures; however, Tenant shall in the event of such removal, restore the Premises to their original condition, reasonable wear and tear excepted.

9.3.2 At least sixty (60) days before the expiration or earlier termination of this Lease, Landlord and Tenant shall conduct an initial walkthrough of the Premises, so that Landlord can identify any repairs that Landlord will require Tenant to make, i.e., repair of any damage not attributable to reasonable wear and tear or damage by fire or casualty. Within forty-eight (48) hours after completion of the walkthrough, Landlord shall identify in writing any such needed repairs, and Landlord and Tenant shall mutually agree in writing on a schedule for Tenant's repair of all such damage. Within forty-eight (48) hours after the expiration or earlier termination of the Lease, Landlord and Tenant shall conduct a final walkthrough of the Premises to identify any repairs still necessary to be made by Tenant to the Premises, which repairs Landlord shall identify in writing for Tenant within such forty-eight-hour period. Tenant shall make any such repairs identified by Landlord within seven (7) days after the final walkthrough. If Tenant fails to make any such repairs, Landlord may make such repairs and Tenant shall pay Landlord for the

actual, reasonable cost thereof, with no mark-up, within thirty (30) days after receipt from Landlord of an invoice therefor.

ARTICLE 10. CONDITION OF PREMISES, SIGNS, ALTERATION

10.1 No Representations. Landlord has made no representations, covenants or warranties with respect to the condition of the Premises except as expressly set forth in this Lease.

10.2 Signs. Tenant shall erect a sign at Tenant's expense in a design approved by Landlord on the Center over the front of the Premises, which sign shall be in keeping with Landlord's sign specifications for the Center as set forth on **Exhibit B** attached.

10.3 Alterations. Tenant shall not make any alterations or additions to the Premises, nor permit the making of any holes in the walls beyond those reasonably necessary for Tenant's business (such as wall hangings, installation and storage of equipment etc.), partitions, ceilings, or floors, nor permit the painting or placing of any exterior signs, placards or other advertising media, awnings, aerials, antennas or flagpoles or the like, without on each occasion obtaining prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed; and shall not attach any interior signs, placards or other advertising media to the windows or locate the same in such manner as to obstruct materially the view of Tenant's business from outside the Premises.

10.4 Tenant's Work. Tenant shall pay promptly when due the entire cost of any work to the Premises undertaken by Tenant so that the Premises shall at all times be free of liens for labor and materials; shall procure all necessary permits before undertaking such work; shall do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements; and shall save Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work.

10.5 Landlord's Work. Prior to delivery of possession of the Premises to Tenant, Landlord shall complete Landlord's work in accordance with the specifications set forth on **Exhibit C** attached. Landlord shall complete such work within six (6) months after the completed architectural plans for such work are reasonably accepted by Tenant and Landlord.

ARTICLE 11. INDEMNITY, LIABILITY, INSURANCE

11.1 Indemnity. Each party (as used in this Section, the "Indemnifying Party") agrees to indemnify and save the other party and its directors, officers, employees, and agents (as used in this Section, each, an "Indemnified Party") harmless from and against all claims, suits, proceedings, actions, liability, demands, or judgments in connection with loss, damage or injury to any person or property which arises from or occurs in connection with (a) the Indemnifying Party's possession, use, occupation, management, repair, maintenance or control of the Premises

or any portion thereof; (b) any act, omission, neglect or default of the Indemnifying Party or Indemnifying Party's agents or employees; (c) any default or other violation or nonperformance of any provision of this Lease by the Indemnifying Party. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim or proceeding, and the defense thereof.

11.2 Public Liability Insurance. Tenant agrees to maintain in full force during the term hereof, a policy of commercial general liability insurance under which the Landlord and Tenant are named insureds, with a minimum single limit of \$1,000,000 for bodily injury, death, and property damage. Such policy shall be non-cancelable with respect to Landlord without ten (10) days' written notice to Landlord, and, within ten (10) days after Tenant's receipt of Landlord's written request therefor, Tenant shall provide to Landlord a duplicate original of such policy or certificate giving evidence of such coverage.

11.3 Other Insurance. Tenant agrees to maintain in responsible companies qualified to do business in the State of Maine and in good standing therein (a) fire insurance covering all of Tenant's fixtures, furniture, furnishings, floor coverings and equipment in the Premises to the extent of at least Eighty Percent (80%) of their replacement cost; and (b) workers compensation insurance covering all of Tenant's employees working in the Premises; Tenant also shall, within ten (10) days after Tenant's receipt of Landlord's written request therefor, provide to Landlord certificates for such insurance bearing endorsement that such policies will not be canceled until after ten (10) days' written notice to Landlord.

11.4 Nonliability of Landlord. Tenant agrees that it will use and occupy the Premises, and will use such other portions of the Center as Tenant is herein given the right to use, at Tenant's own risk and that Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant, unless caused by Landlord's negligence, willful act, or default. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage caused by acts or omissions of persons occupying adjoining premises or leasing other portions of the Center. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, from water, gas, or steam, or the bursting, stopping or leaking of pipes, unless occasioned by Landlord's own neglect, willful act, or default. In no event shall either party be liable to the other party for indirect or consequential damages. The provisions of this Section shall apply during the whole of the term hereof and if permission is given to Tenant to install fixtures prior to the commencement of the term hereof, shall also apply at all times prior to the commencement of the term hereof.

11.5 Fire/Casualty Insurance. Landlord shall keep the Center insured against loss or damage by fire or other casualty with the usual extended coverage endorsements in amounts not less than One Hundred Percent (100%) of the replacement cost thereof. Landlord also shall, within ten (10) days after Landlord's receipt of Tenant's written request therefor, provide to Tenant certificates for such insurance bearing endorsement that such policies will not be canceled until after ten (10) days' written notice to Tenant.

11.6 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; and they further 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.

11.7 Increase of Rate. Tenant agrees that it will not do or permit anything to be done in or upon the Premises or bring in anything or keep anything therein which would increase the rate of insurance on the Center above the standard rate on a shopping center with a use of the type permitted in Article 7; and Tenant further agrees that in the event it shall do any of the foregoing and upon receipt of written notice from Landlord as to such increase caused by Tenant, it will promptly pay to Landlord on demand as additional rent any such increase resulting therefrom.

ARTICLE 12. ASSIGNMENT AND SUBLETTING

12.1 Assignment and Subletting. Notwithstanding any other provisions of this Lease, Tenant covenants and agrees that it will not assign this Lease or sublet (which term, without limitation, shall include granting of concessions, licenses and the like), the whole or any part of the Premises without in each instance having first received the express written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed, and in any case where Landlord shall consent to such assignment or subletting, Tenant shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. Landlord covenants and agrees that it shall not assign this Lease or any of Landlord's rights or obligations contained in this Lease without having first received the express written consent of Tenant, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Landlord may collaterally assign this Lease to secure Landlord's financing with a commercial lender provided that such assignment does not materially impair Tenant's use of the Premises or rights under this Lease. In the event of such an assignment, Tenant will, at no charge to Landlord, sign, acknowledge and deliver to Landlord a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") in a form reasonably acceptable to Tenant and Landlord's lender. The SNDA will provide that this Lease will be subordinated to the lien of the mortgage ("Mortgage") that Landlord is placing on the Premises, but that Tenant's rights under this Lease will not be impaired or diminished, its tenancy will not be disturbed or affected by any default under the

Mortgage and in the event of foreclosure, the rights of Tenant will survive and this Lease will continue in full force and effect, including any rights to extend the term as provided herein.

12.2 Landlord's Consent. Landlord shall, without limitation, be deemed reasonable in withholding its consent if the Tenant's proposed assignee or subtenant does not have a financial condition reasonably acceptable to Landlord; provided, however, Tenant may assign this lease with prior notice to Landlord and without Landlord's consent to (i) an affiliate of Tenant, or (ii) a management company contracted by Tenant or an affiliate of Tenant that operates Tenant's health care operation within the Premises, provided that Tenant shall continue to be financially responsible for the Tenant's obligations under the Lease.

12.3 Intentionally omitted.

12.4 Change of Voting Control. For purposes of this Article 12, assignment of this Lease shall include a transfer of all or part of the corporate shares of Tenant so as to result in a change in the effective voting control of Tenant.

12.5 Related Corporation. The provisions of this Article 12 shall not, however, be applicable to an assignment of this Lease by Tenant to a subsidiary or controlling corporation providing (and it shall be a condition of the validity of any such assignment) that such subsidiary or controlling corporation agrees directly with Landlord to be bound by all the obligations of Tenant hereunder, including, without limitation, the obligation to pay rent and the other amounts provided for under this Lease, and the covenant against further assignment; but such assignment shall not relieve the Tenant named herein, and Tenant shall remain fully liable therefor.

ARTICLE 13. CASUALTY DAMAGE

13.1 Partial Damage. If during the term of this Lease the Premises are partially damaged (as distinguished from "substantially damaged," as that term is herein defined) by fire or other casualty, Landlord shall forthwith proceed to repair such damage and restore the Premises to substantially their condition immediately prior to the time of such damage, but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control; provided, however, the Base Rent and Additional Rent shall be abated for so long as such damage impairs Tenant's ability to deliver healthcare services in the Premises.

13.2 Substantial Damage. If the Premises are substantially damaged or destroyed by fire or other casualty, the risk of which is covered by Landlord's insurance, this Lease shall, except as hereinafter provided, remain in full force and effect and Landlord shall, proceeding with all reasonable dispatch, repair or rebuild the Premises to substantially their condition at the time immediately prior to such damage or destruction (subject, however, to zoning laws and building codes then in existence), but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control. In case of substantial damage or destruction, as a result of a risk which is not covered by Landlord's insurance, Landlord shall

likewise be obligated to repair or rebuild the Premises, all as aforesaid, unless Landlord promptly, but in no event more than twenty (20) days, after the occurrence of such event, gives Tenant written notice to Tenant of Landlord's election to terminate this Lease.

In the event of any substantial damage or destruction described in this Section, if Landlord is unable to repair or rebuild the Premises as required herein within ninety (90) days after the occurrence of such damage or destruction, Tenant may immediately terminate this Lease upon delivering written notice to Landlord.

13.3 Last Two Years of Lease Term. The preceding section notwithstanding, if the Premises shall be substantially damaged or destroyed by fire or otherwise within the last two (2) years of the initial term or any renewal term of this Lease, either party shall have the right to terminate this lease, provided that notice thereof is given to the other party not later than sixty (60) days after such damage or destruction. If said right of termination is exercised, this Lease and the term hereof shall cease and come to an end, and Tenant's payment of Base Rent and any Additional Rent shall be abated, as of the date of said damage or destruction.

13.4 Insurance Proceeds. In no event shall Landlord's obligation of restoration under this Article require Landlord to expend any sums in excess of net insurance proceeds received by Landlord as a result of the casualty damage and released by Landlord's mortgagee.

13.5 Definitions. The terms "substantially damaged" and "substantial damage" as used in this Article shall mean (i) damage of such a character as cannot reasonably be expected to be repaired or (ii) that the Premises cannot reasonably be expected to be restored within ninety (90) days after the date of the casualty damage.

13.6 Rent Abatement. If this Lease is not terminated under this Article, the Base Rent and Additional Rent shall be abated proportionately as to the portion of the Premises rendered untenable until delivery to Tenant of possession of the restored entire Premises so that Tenant may reasonably resume the use specified in Article 7.

ARTICLE 14. EMINENT DOMAIN

14.1 Eminent Domain. If the Premises, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of Tenant as specified in Article 7, shall be taken by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this Lease, provided that such notice is given within ninety (90) days after Tenant receives written notice of such condemnation or taking. If this Lease is not so terminated, Landlord covenants and agrees promptly after such taking or condemnation, to restore the Premises to an architectural unit as nearly like their condition prior to such taking as shall be practicable and reasonably agreeable to Tenant.

14.2 Condemnation Award. Landlord shall be entitled to receive and retain the full amount of any award for any condemnation or taking of the Premises, the Center, or the

leasehold created hereby, and Tenant waives any claim to any portion of such award, except that Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to Tenant in any such condemnation or taking proceedings on account of the taking of any of Tenant's trade fixtures or Tenant's other property.

14.3 Abatement of Rent. In the event of any such condemnation or taking of the Premises, the Base Rent, Additional Rent, and common maintenance charges, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated.

ARTICLE 15. ACCESS TO PREMISES

15.1 Patient Confidentiality. Landlord understands and acknowledges that that Tenant provides direct healthcare services to patients in the Premises, that these patients are entitled to privacy and confidentiality under various federal and state laws and regulations (collectively, the "Privacy Laws"), and that confidential patient information that is subject to Privacy Laws is contained in the Premises.

15.2 Non-Emergency Access. Landlord or Landlord's agents shall have the right to enter and/or pass through the Premises or any part thereof, after reasonable notice to Tenant, at reasonable times during Tenant's normal operating hours and in such a manner as to minimize any interruption to Tenant's healthcare operations, to examine or inspect the Premises, to perform non-emergency repairs or maintenance within the Premises, or, if applicable, to show the Premises to a potential buyer or successor tenant. Prior to each such non-emergency entry into the Premises in the exercise of such right, Landlord shall provide advance notice to Tenant of the intended purpose thereof, and the identity of the party or parties to be engaged therein. The amount of such prior notice shall be: (i) at least five (5) days if the entry may limit Tenant's ability to use the Premises to see patients; or (ii) in all other cases of non-emergency entry, at least twenty-four (24) hours. In all cases of Landlord access, Landlord will: (i) give Tenant the opportunity to have a representative present during each exercise of such right of entry, and (ii) take reasonable steps to minimize any interference with Tenant's healthcare operations when exercising such right of entry. Landlord further agrees that if, in entering the Premises, Landlord, its employees, agents, or contractors encounter any information relating to patients of Tenant, Landlord shall, and Landlord shall ensure that its employees, agents, and contractors shall, maintain the confidentiality of that information. Landlord also agrees that everyone entering the Premises on behalf of Landlord in accordance with this subsection shall first sign Tenant's standard confidentiality agreement to protect the confidentiality of Tenant's patients

15.3 Emergency Access. Landlord or Landlord's agents shall also have the right to enter on and/or pass through the Premises, or any part thereof, at such times as such entry shall be required by circumstances of emergency affecting the Premises. In entering upon the Premises in such an emergency, Landlord shall exercise reasonable care to protect the confidentiality of Tenant's patients, and shall ensure that its agents exercise such reasonable care. Landlord further agrees that if, in entering one or more buildings upon the Premises, Landlord, its

employees, agents, or contractors encounter any information relating to patients of Tenant, Landlord shall, and Landlord shall ensure that its employees, agents, and contractors shall, report that fact to Tenant and maintain the confidentiality of that information.

ARTICLE 16. TENANT'S ADDITIONAL COVENANTS

16.1 Subordination. Tenant will, upon the request of Landlord, execute and deliver all such reasonable instruments as may be appropriate to subordinate this Lease to any mortgages or deeds of trust securing notes or bonds issued by Landlord and to all advances made thereunder and to the interest thereon and all renewals, replacements and extensions thereof, provided that the mortgagee or trustee shall agree to recognize this Lease and Tenant's rights hereunder in the event of foreclosure if Tenant is not in default. Any such mortgagee or trustee may at any time subordinate its mortgage or deed of trust to this Lease, without Tenant's consent, by notice in writing to Tenant and thereupon this Lease shall be deemed prior in lien to such mortgage or deed of trust without regard to their respective dates of execution, delivery and record; and in that event, such mortgagee or trustee shall have the same rights with respect to this Lease as though it had been executed and delivered (and notice thereof recorded) prior to the execution and delivery and recording of the mortgage or deed of trust and had been assigned to such mortgagee or trustee.

16.2 Estoppel Certificate. Tenant agrees, upon written request from Landlord, from time to time, to execute and deliver written statements to Landlord, or any mortgagee or any prospective buyer, certifying whether or not this Lease is unmodified and in full force and effect; whether or not Tenant has any claims against Landlord; the dates to which any rent or charges have been paid in advance; and such other information as may be reasonably requested with respect to the status of the Lease and Tenant's use and occupancy of the Premises.

16.3 Mechanic's Liens. Tenant agrees immediately to discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanics', materialmen's or other lien against the Premises and/or Landlord's interest therein, as a result of any work or act by or for Tenant.

ARTICLE 17. LANDLORD'S ADDITIONAL COVENANTS

17.1 Quiet Enjoyment. Landlord covenants that upon paying the rent and performing Tenant's obligations under this Lease, Tenant shall peacefully and quietly have, hold and enjoy the Premises throughout the term of this Lease until this Lease is terminated as herein provided.

17.2 Landlord's Approval. Landlord covenants that whenever this Lease requires Landlord's approval of action proposed by Tenant, such approval will not be withheld, conditioned, or delayed unreasonably.

ARTICLE 18. DEFAULT; REMEDIES

18.1 Tenant's Default. Tenant shall be in default if (1) Tenant shall fail to pay rent or other charges when due and such default by Tenant continues after Tenant's receipt of written notice from Landlord specifying the nature of the default in reasonable detail for more than fifteen (15) days after Tenant's receipt of such notice; or (2) Tenant shall neglect or fail to perform any of the other material covenants, terms, or provisions of this Lease, and such default by Tenant continues after Tenant's receipt of written notice from Landlord specifying the nature of the default in reasonable detail for more than thirty (30) days after Tenant's receipt of such notice and such additional time, if any, as is reasonably necessary for Tenant to cure the default; or (3) Tenant makes any assignment for the benefit of creditors, files a petition under any bankruptcy or insolvency law; or if such a petition filed against Tenant is not dismissed within sixty (60) days after filing; or (4) Tenant's interest in this Lease is taken on execution or other process of law in any action against Tenant and such default continues for thirty (30) days. In case of any such default, and regardless of any waiver or consent to any earlier event of default, Landlord, at its option may exercise any and all remedies available to Landlord at law or equity, all of such rights and remedies to be cumulative and not exclusive, including without limitation the following:

(a) Landlord may terminate this Lease, and Tenant shall quit and surrender the Premises and remain liable as set forth below;

(b) Landlord may immediately, or at any subsequent time, with prior written notice to Tenant and in accordance with applicable law, re-enter the Premises, repossess the Premises, and expel Tenant and those claiming under Tenant, and Landlord may remove any 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, and Tenant shall remain liable as set forth below;

(c) In the event of termination or re-entry after default, Tenant shall pay Landlord all Base Rent, Additional Rent and other charges (herein collectively referred to as "rent") payable under this Lease up to the time of re-entry or termination. Further, Tenant shall continue to be liable for the Base Rent and Additional Rent pursuant to this Lease until such time as Landlord has been able to relet the Premises provided that Landlord uses commercially reasonable efforts to relet the Premises. Any suit brought by Landlord to recover the damages due under this Section shall not prejudice Landlord's right to recover in any subsequent action brought for any amount not previously reduced to judgment.

(d) INTENTIONALLY OMITTED.

(e) Intentionally omitted.

18.2 Self-Help. If Tenant shall default in the performance or observance of any material agreement or condition in this Lease contained on its part to be performed or observed

other than an obligation to pay money, and shall not cure such default within thirty (30) days after receipt of a written notice from Landlord specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any reasonable amount paid or any reasonable contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord therefor or save Landlord harmless therefrom; provided that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period but after written notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Premises or Center or Landlord's interest therein or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon written demand to Tenant for any amount paid by Landlord for the account of Tenant in accordance with this Section, said amount shall be added to and become due as a part of the next payment of Base Rent due hereunder.

18.3 Expenses and Fees. If either Landlord or Tenant commences legal action against the other with-respect to any matter arising out of this Lease, the prevailing party shall be entitled to recover its actual, reasonable expenses, including reasonable attorneys' fees, incurred in such action.

18.4 Jury Trial Waiver. Tenant and Landlord each hereby knowingly and voluntarily waives any and all rights to a trial by jury in any forcible entry and detainer action or other action or proceeding based on or related to this.

18.5 Limitation of Landlord's Liability. If Landlord becomes obligated to pay Tenant a money judgment arising out of any failure by Landlord to perform or observe any of the terms, covenants, conditions, or provisions to be performed or observed by Landlord hereunder, Tenant shall be limited for the satisfaction of said money judgment solely to Landlord's interest in the Center or any proceeds arising from the sale thereof and no other property or assets of Landlord or the individual members, directors, officers, or owners of Landlord shall be subject to levy, execution, or other enforcement procedure whatsoever for the satisfaction of said money judgment. The term "Landlord" as used in this Lease, so far as covenants or agreements on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of Landlord's interest in this Lease at the time in question. Upon transferring the entire interest in the Lease, Landlord herein named (any in case of any subsequent transfer, the then-transferor) shall thereafter be relieved of all liability for the performance of any post-transfer covenants or agreements on the part of Landlord contained in this Lease.

18.6 Landlord Default; Notice to Landlord. If Landlord shall default in its performance of any agreement, condition, or other provision in this Lease, Tenant, at its option, (i) without waiving any claims for breach of this Lease, at any time thereafter and notwithstanding anything to the contrary contained in this Lease, may cure the default, and Landlord shall reimburse Tenant for any reasonable out-of-pocket expense actually incurred by Tenant to cure the default,

or (ii) may terminate this Lease. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days after Landlord's receipt of written notice from Tenant specifying the nature of the default or, if Landlord takes reasonable action to correct such default within such thirty-day period, such additional time as is reasonably required for Landlord to correct such default; provided, however, Tenant may immediately terminate this Lease upon providing notice to Landlord if Landlord is debarred, excluded, or otherwise ineligible for participation in a federally funded health care program as defined in 42 C.F.R. §1128(B)(f).

ARTICLE 19. MISCELLANEOUS, INTERPRETATION, NOTICES

19.1 Waiver. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any covenant, condition or duty of the other party under this Lease shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty under this Lease.

19.2 Brokerage. Both parties warrant and represent that they have dealt with no broker in connection with the consummation of this Lease and each party agrees to indemnify and hold the other party harmless against any claims for compensation from any other broker with whom the indemnifying party has dealt.

19.3 Recording. Tenant agrees not to record this Lease, but each party shall, upon request of the other, execute and deliver a memorandum of Lease in recordable form.

19.4 Successors and Assigns. Except as may herein otherwise expressly be provided, the terms of this Lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and permitted assigns, respectively, of Landlord and Tenant. Any reference in this Lease to a successor or assign of a party is not intended to constitute a consent to assign by such party unless the other party has given express written consent to such assignment as required by this Lease.

19.5 Applicable Law and Construction. This Lease shall be governed by and construed in accordance with the laws of the State of Maine and, if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby. The titles of the several articles and sections contained herein are for convenience only and shall not be considered in construing this Lease. Whenever the singular is used and when required by the context, it shall include the plural, and the neuter gender shall include the masculine and feminine.

19.6 Notices. Whenever by the terms of this Lease notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized courier service (e.g., UPS, Federal Express). If intended for Landlord, addressed to the address set forth on the first page of this Lease, or to such other address or addresses as may from time to time

hereafter be designated by Landlord by like notice. If intended for Tenant, addressed to "Chief Executive Officer, Down East Community Hospital" at the mailing address shown as Tenant's mailing address on the first page of this Lease, or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice. Notice shall be deemed given under this Section one (1) day after being deposited in the United States mail or with the national courier service.

19.7 Holdover. If Tenant remains in possession after the termination of the term of this Lease, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, the provisions of this Lease shall be applicable, except that Base Rent shall be increased by five percent (5%) during the period of such holdover. Landlord or Tenant may terminate any such month-to-month tenancy by giving the other party thirty (30) days' written notice.

19.8 Force Majeure. In the event either party is delayed in performance of any act required under this Lease, except to carry insurance, by reason of weather conditions, fire, catastrophe, unavailability of labor or materials, strike or other labor disturbance, war, act of God, or similar cause beyond the reasonable control of a party, then performance of such act shall be excused for the reasonable period of such delay.

19.9 Entire Agreement. This Lease contains the entire agreement between the parties regarding the subject matter hereof and supersedes any prior or contemporaneous representations, discussions, understandings, promises, or agreements regarding the same subject matter.

19.9.1 Amendment. This Lease may not be amended or modified except by a written agreement signed by Landlord and Tenant.

19.10 Authorization. Landlord and Tenant each warrant and represent to the other that they are authorized to enter into this Lease, that the person or persons signing it are duly authorized to execute this Lease, and that no other signatures are necessary.

19.11 Exhibits. The following Exhibits are attached to and incorporated in this Lease:

Exhibit A: Plan showing Center

Exhibit A-1: Plan showing Premises

Exhibit B: Landlord's sign ordinance

Exhibit C: Landlord's Work

Exhibit D: Subordination, Attornment, and Non-Disturbance Agreement

19.12 Third Party Rights. This Lease is entered into for the benefit of the parties hereto, and nothing in this Lease shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto, except as expressly set forth herein.

19.13 Access to Books and Records. In accordance with 42 U.S.C. § 1395x(v), Landlord shall make available to the Secretary of the United States Department of Health and Human

Services, the Comptroller General of the United States, or the Commissioner of the Maine Department of Human Services, or any of their duly authorized representatives, upon request, at any time within four (4) years following the expiration or termination of this Lease, any of Landlord's books, documents, or records that may be necessary to certify the nature and extent of the costs incurred by Tenant in purchasing services pursuant to this Lease. Landlord shall include a like provision in any subcontract hereunder that is directly related to the costs incurred by Tenant in purchasing services pursuant to this Lease for services having a value of more than \$10,000.

If Landlord provides any correspondence, filings, notices or other documents to the Attorney General of any state or to any federal agency or to the Solicitor General or the Attorney General of the United States concerning the services provided by Landlord under this Lease, Landlord shall concurrently provide copies of any such documents to Tenant.

19.14 Subordination, Non-Disturbance, and Attornment. The Center is subject to one or more mortgages granted by Landlord to Machias Savings Bank, a Maine banking corporation with its principal office in Machias, Maine (the "Bank"). Simultaneously with the execution of this Lease, Landlord shall deliver to Tenant in recordable form the non-disturbance, attornment, and subordination agreement in the form attached as **Exhibit D**, executed by Bank and Landlord. Upon receiving delivery of said agreement, Tenant shall execute it and thereafter record it in the Washington County Registry of Deeds.

19.15 No Conflict. Each party represents that it is not currently party to any other agreement which contains terms or provisions that would impede or limit its performance of any obligation under this Lease.

19.16 Notice of Interest

In the event Landlord receives an offer to lease any space in the Center or receives a communication from a third party expressing a bona fide interest to lease space in the Center (excepting renewals of leases between Landlord and any other tenant occupying space within the Center), prior to accepting any such offer or entering into negotiations with such third party Landlord shall notify Tenant of the same and provide Tenant with ten (10) business days after such notice is given to offer to lease said space from Landlord. Any such offer from Tenant may be accepted or rejected in Landlord's discretion.

19.17 Restriction. During the term of this Lease, neither Landlord nor any affiliate of Landlord shall negotiate or enter into an agreement with a third party that contemplates the lease of space for the provision of physical therapy services within the Center.

WITNESS the execution hereof, in any number of counterparts, as a sealed instrument, as of the Execution Date.

WITNESS:

Machias Holdings, LLC

By: _____

Thomas G. Ellis

Its Manager

Hereunto Duly Authorized

LANDLORD

Down East Community Hospital

By:  _____

Lynnette Parr

Its: Chief Financial Officer

Hereunto Duly Authorized

TENANT

EXHIBIT A

Plan showing Center

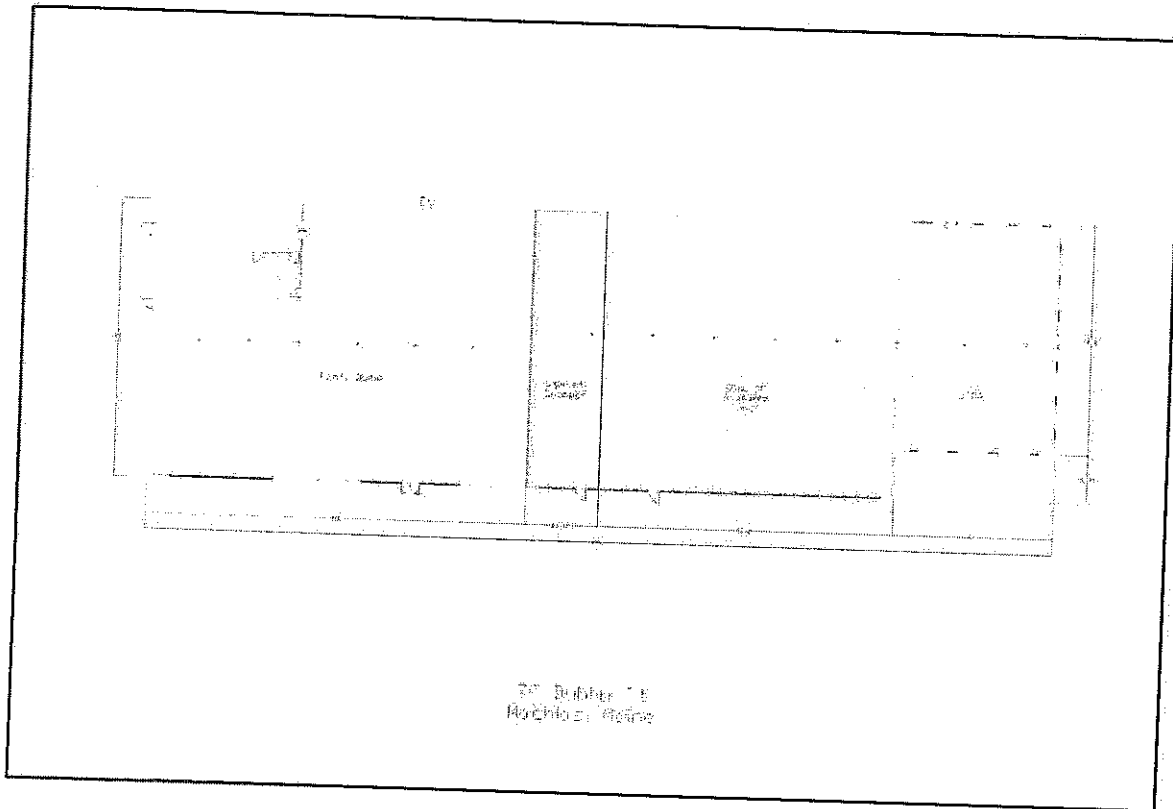
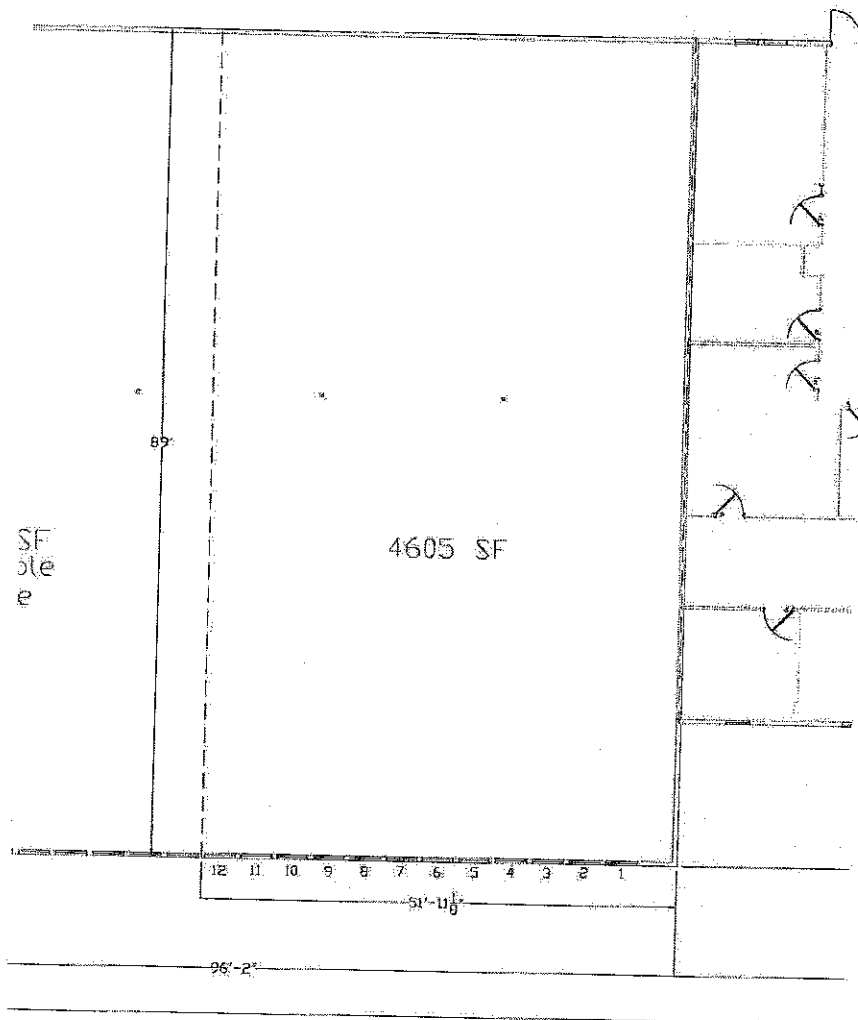


EXHIBIT A-1

Plan showing Premises



Dowd East Hospital, Proposed Space

EXHIBIT B

Landlord's Sign Ordinance

This will set forth the basic guidelines by which the Landlord will review and approve all Tenant signs for the shopping center, which approval shall not be unreasonably withheld, conditioned or delayed. The purpose of the sign criteria is to ensure tasteful, quality signing throughout the shopping center. This shall not limit the Landlord's right to reject or to require modification of any Tenant sign. In all cases, Landlord's judgment to aesthetic quality, number, color, size, and method of installation shall be binding and final.

1. Submittal of Sign Drawings:

The Tenant shall submit shop drawing, location plan and, at the option of the Landlord, perspective views of the sign and complete storefront. Samples of all colors and finishes that are proposed shall also be submitted and will remain with the Landlord. Shop drawings must show sign materials, illumination, fastenings, colors, details and full artwork. Location plan must show exact placement and limits of all signage. Storefront elevations must include the store sign completely delineated.

2. Limit of Tenant Sign Responsibility:

All signs, including fastening devices and final electrical connection, shall be furnished and installed by the Tenant. Sign construction shall be in accordance with applicable State and/or local authorities. Components shall bear the "UL" inspection labels (transformer, wire, etc.). Tenant must obtain its own permit.

3. General Limitations – all sign types:

- A. Sign text shall be limited to the name under which Tenant does business, as stated in the lease.
- B. Flashing, oscillating, and moving signs are not permitted.
- C. Individual channel letters are required. Formed plastic or injection-molded signs are not permitted.
- D. Exposed transformers, etc., are not permitted.
- E. Visible sign company names are not permitted.
- F. The Landlord reserves the right to limit the use of "logos".
- G. Letter type shall be selected from the standard catalogues of commercially available letter type designs.

4. Specific Limitations:

- A. Colors: landlord requires that the color of the sides of the letters match the color of the building façade. All color of sign faces, sources of illumination, etc. shall be subject to Landlord's sole approval.
- B. Title: The exterior sign shall be limited to the Tenant's trade name and/or logo. Not permitted are additional words advertising or describing products, services or target customers.
- C. Non-illuminated: Exterior signs not lighted will be approved at the Landlord's discretion.
- D. Illuminations: All lighted exterior signs must be illuminated through the letter face.

- E. Height, Area and Length of Sign: For the purpose of this sign criteria, a "standard sign" is defined as a "sign made up of individual block letters".
- 1) Letter Height: 36" maximum
 - 2) Area of Sign: Not to exceed 40 SF per tenant.
 - 3) Length of Sign: Overall length of "standard sign" shall not exceed 80% of the storefront width.

In addition, compliance with local zoning ordinances is required.

Height of letters, length of signs, etc., for all other types of signs shall be considered in accord with the principle that no store will have "more sign" than would be approved by a standard sign.

- F. All signs must be mounted on a raceway, which is to be painted to match the Landlord's fascia.
- G. Tenant must be evenly centered on bay.

5. Box Signs:

Box signs will be considered at the Landlord's discretion.

EXHIBIT C
Landlord Work

EXHIBIT D
NON-DISTURBANCE, ATTORNMENT AND
SUBORDINATION AGREEMENT

This Agreement dated as of the 13th day of July, 2016, between MACHIAS SAVINGS BANK, a banking corporation organized under the laws of the State of Maine, having its principal office in Machias, Maine ("Mortgagee") and DOWN EAST COMMUNITY HOSPITAL, a Maine non-profit corporation having a place of business in Machias, Maine ("Tenant").

WITNESSETH

WHEREAS, under that certain lease dated as of July 13, 2016 (as may be amended to date, is hereinafter referred to as the "Lease"), tenant leased from Machias Holdings, LLC ("Landlord"), certain real property (which is herein referred to as the "Demised Premises") situated on 76 Dublin Street, Machias, Maine, being more particularly described in the Lease; and

WHEREAS, Landlord has granted to Mortgagee certain mortgages securing principal amounts and encumbering the Demised Premises, which mortgages are recorded with Washington County Registry of Deeds in Book 3077, Page 6; Book 3785, Page 231; and Book 3840, Page 143 (each a "Mortgage"; together, the "Mortgages");

NOW THEREFORE, in consideration of the mutual covenants herein contained, Mortgagee and Tenant hereby agree as follows:

1. Tenant hereby agrees that the Lease is and shall continue to be subject and subordinate at all times to the liens of the Mortgages and to all renewals, modifications, replacements, consolidations and extensions thereof.
2. Tenant represents that the Lease is unmodified and is in full force and effect, and that no rent under the Lease has been paid more than one month in advance.
3. Mortgagee hereby agrees for itself and its successors in interest (including, but not limited to, any purchaser at foreclosure) that, notwithstanding any action or proceeding to enforce the rights of the holder of the Mortgages, including, without limitation, foreclosure of a Mortgage or transfer of the Demised Premises by a Mortgagee in lieu of foreclosure, the Lease shall not be terminated nor shall any of its terms be affected; and Tenant, its successors and assigns shall not be made a party in any action or proceeding to foreclose any Mortgage or otherwise to enforce the rights of the holder of any Mortgage (unless and then only to the extent required by law) and shall be entitled to occupy, use, possess and enjoy the Demised Premises and exercise all rights granted under the Lease in respect of

the Demised Premises during the entire term of the Lease, including any extended or renewal term(s), provided that:

- a) Tenant shall not be in default beyond any applicable cure period in the observance or performance of any of the covenants of the Lease on the part of Tenant to be observed or performed;
 - b) the Lease shall not have been modified, without Mortgagee's consent, which consent shall not be unreasonably withheld, to the extent that any such modification results in:
 - i) a reduction of the term of the Lease or a material reduction in the amount of rent or other charges payable by Tenant thereunder;
 - ii) a material imposition of, or material increase in, any obligation of Landlord under the Lease; or
 - iii) any impairment of Mortgagee's security therein; and
 - c) Tenant shall not have paid rent or any additional rent more than one month in advance except as expressly approved by Mortgagee.
4. Mortgagee further agrees that:
- a) all condemnation awards shall be applied in the manner provided in the Lease;
 - b) any and all insurance proceeds recoverable by Tenant shall be the property of Tenant;
 - c) except as limited in Section 3 hereinabove, Landlord and Tenant may amend the Lease without consent of Mortgagee; and
 - d) upon succession to the interest of Landlord under the Lease by foreclosure, deed in lieu of foreclosure or otherwise, Mortgagee shall perform and observe all obligations of Landlord under the Lease.
5. Tenant hereby agrees that if all of the interests of Landlord under the Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any Mortgage, or transfer in lieu of foreclosure, Tenant shall be bound to Mortgagee or other person purchasing at foreclosure or otherwise acquiring the interest of Landlord under the Lease ("Purchaser"), under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extension term(s) if exercised, with the same force and effect as if the Mortgagee or Purchaser were Landlord under the Lease, and Tenant does hereby agree to attorn to Mortgagee or any Purchaser as its landlord, and

Tenant shall promptly execute and deliver an instrument that Mortgagee or any Purchaser may reasonably request to evidence such attornment, but such attornment shall be effective upon such transfer without any other or further document or instrument evidencing or confirming such attornment.

6. This Agreement contains the entire agreement between the parties hereto and cannot be changed, modified, waived or canceled except by agreement in writing executed by the party against whom enforcement of such change, modification, waiver or cancellation is sought.
7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, specifically including, but not limited to, all leasehold mortgagees and Tenant's assignees and subtenants and any purchaser of the interest of Landlord under the Lease at or by foreclosure of any Mortgage (or sale pursuant to a power of sale) or by transfer of the Demised Premises in lieu of foreclosure.
8. This Agreement shall automatically terminate upon the earlier of: (i) the term of the Lease expires or the Lease is terminated; or (ii) the loan or loans secured by the Mortgages shall be paid in full by the Landlord and that neither Lender nor anyone claiming by or through Lender has any interest in the Demised Premises and the Mortgages shall be released of record.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Disturbance,

Attornment and Subordination Agreement to be duly executed as of this 13th day of July, 2016.

WITNESS:

MACHIAS SAVINGS BANK

By: _____
Chris Fitzpatrick
Its Senior Vice President
Mortgagee

DOWN EAST COMMUNITY HOSPITAL

By: _____
Lynnette Parr
Its Chief Financial Officer
Tenant

MACHIAS HOLDINGS, LLC

By: _____

Thomas G. Ellis
Its Manager

Landlord

STATE OF MAINE
COUNTY OF PENOBSCOT

_____, 2016

PERSONALLY APPEARED the above-named Chris Fitzpatrick in his aforesaid capacity, and acknowledged the foregoing instrument to be his free act and deed in his/her said capacity and the free act and deed of Machias Savings Bank.

Before me,

Notary Public

Print or type name

My Comm. expires: _____

STATE OF MAINE
COUNTY OF WASHINGTON

_____, 2016

PERSONALLY APPEARED the above-named Lynnette Parr in her aforesaid capacity, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of Down East Community Hospital.

Before me,

Notary Public

Print or type name

My Comm. expires: _____

STATE OF MAINE
COUNTY OF PENOBSCOT

_____, 2016

PERSONALLY APPEARED the above-named Thomas G. Ellis in his aforesaid capacity, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Machias Holdings, LLC.

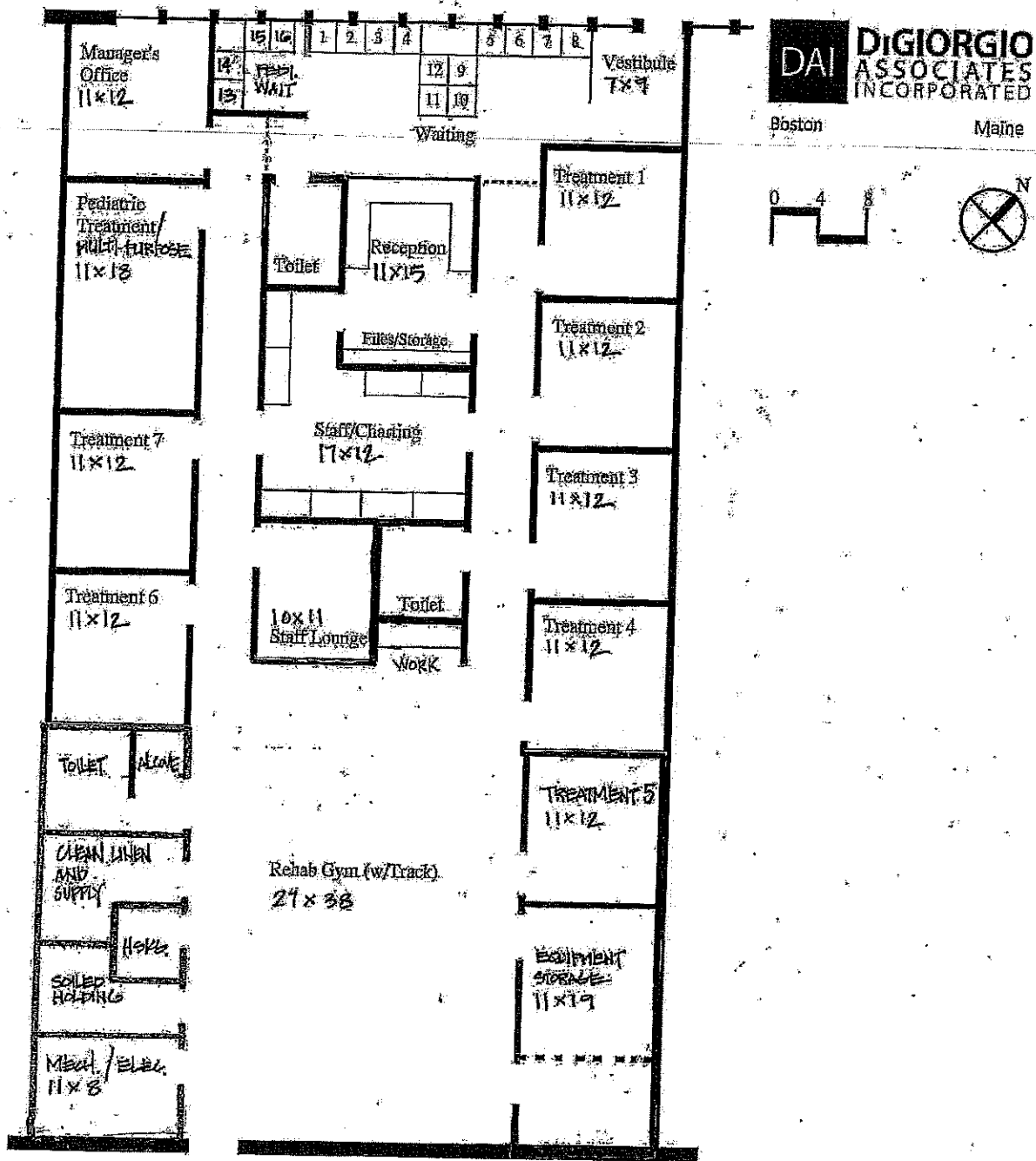
Before me,

Notary Public

Print or type name

My Comm. expires: _____

Exhibit C- Landlord's work



± 4,540 SF

Outpatient Rehabilitation Clinic

76 Dublin Street
Machias, Maine

REV. OCTOBER 2, 2015
September 8, 2015



Down East
COMMUNITY
Our Health, Our Hospital

DECH Rehab Project
DAI Project - 153655.00
MEP Facility Assessment & Design Approach

Mechanical systems for this project will be designed consistent with the following documents and other requirements:

Codes:

1. Maine Uniform Building and Energy Code "MUBEC"
2. International Building Code, 2009 Edition.
3. International Energy Conservation Code, 2009 Edition.
4. International Existing Building Code, 2009 Edition.
5. Guidelines for Design and Construction of Hospital and Health Care Facilities, 2006 Edition by American Institute of Architects and U.S. Department of Health and Human Services (Guidelines).
6. ASHRAE 62.1, 2007 Edition.
7. ASHRAE 62.2, 2007 Edition.
8. ASHRAE 90.1, 2007 Edition.
9. Maine State Internal Plumbing code, based on the 2000 Uniform Plumbing Code.
10. Owner's requirements for indoor environmental conditions for special medical spaces

A. Building Description:

1. Location is Route 1, Machias, Maine.
2. Small Strip Mall of recent construction.
3. Project area is unfinished tenant space = 8300 SF (94ftx88ft), but project will utilize about half that. Gap space between smoke shop and rehab center.
4. Tenant space has never been fit out.
5. Sheet rock ceiling (taped and mud) below roof structure. It would appear there is sufficient space below sheetrock and above future suspended ceiling for ductwork.

B. Plumbing

1. Domestic water source is not apparent.
2. Sanitary drainage main runs within 8'-0" of back wall with several capped stub-ups in floor.
3. What appears to be a 3 or 4" PVC sanitary vent running overhead near the back wall may actually contain blue PEX domestic water line.

4. Plastic piping materials do not meet the requirements of NFPA 99 Health Care Facilities Code.
5. Flip Staff Lounge/Staff Toilet to accommodate single sanitary drainage trench for both connections.
6. A second trench will be required for the remaining sanitary drains.
7. A new 4" vent through the roof (VTR) will be required.
8. Plumbing fixture basis of design will be American Standard, Kohler, or Zurn.
9. Domestic hot water will be sourced from a wall hung, on demand gas-fired water heater. The system will also include a domestic hot water recirculation pump.

C. HVAC

1. Flip Mechanical room to other interior wall where existing gas meter and utilities are located.
2. Adjacent tenant space (office) utilities and systems occupy the right rear corner of the space, up near the overhead. The following systems were noted:
 - a. Propane gas piping main, gas meter, branch piping, isolation valves, and CSST run-outs.
 - b. Furnace vent stove pipe from two units run half the length of the partition wall between spaces. Before exiting through the back wall the vent material changes to what appears to be clothes dryer flex duct. This is a fire hazard.
 - c. Refrigeration tubing from two condensing units, out back behind the building and at grade, run up the back wall to the overhead then into the adjacent tenant space.
 - d. Pipe markers, valve tags and equipment labels were not apparent and should be installed. In addition, systems for other tenants must be labeled as such to prevent confusion and accidental utility interruption in the health care space.
3. Proposed HVAC system is based on a Packaged Gas Electric Roof Top Unit (RTU) with variable volume capability for a multi-zone application. The system will be comprised of the following:
 - a. One 10 to 12.5 Ton capacity RTU as previously described.
 - b. One insulated roof curb for the RTU, minimum 24" high.
 - c. Gas piping from main at back wall to unit on roof.
 - d. Insulated supply ductwork serving multiple zones.
 - e. Insulated return ductwork serving multiple zones.
 - f. One energy recovery ventilator and associated ductwork and isolation dampers for toilet exhaust and outside air intake and preconditioning. Installation would be ceiling suspended in the mechanical room.
 - g. Zone damper and control system for multi-zone, variable volume application.

D. Electrical

Electrical systems for this project will be designed consistent with the following documents and other requirements:

Codes

1. Maine Uniform Building and Energy Code "MUBEC"
2. International Building Code, 2009 Edition.
3. International Energy Conservation Code, 2009 Edition.
4. International Existing Building Code, 2009 Edition.
5. Guidelines for Design and Construction of Hospital and Health Care Facilities, 2006 Edition by American Institute of Architects and U.S. Department of Health and Human Services (Guidelines).
6. NFPA 70, National Electrical Code, 2014 Edition
7. NFPA 72, National Fire Alarm and Signaling Code, 2013 Edition.
8. NFPA 70E, Standard for Electrical Safety in the Workplace, 2015 Edition.
9. ASHRAE 90.1, 2007 Edition.

Existing Electrical:

1. The existing electrical in the space is used for temporary heating, lighting and was installed only to allow tenants to view the space. The existing service for the building is located on the rear of the building adjacent to the intended renovation space and consists of an overhead utility connection and tenant meter enclosures, without disconnect. The maximum size tenant service is limited to 200 amps, without adding a new meter enclosure. Provide connection to the meter enclosure and providing a disconnection means at the service.

Existing Telecommunication System/Fire Alarm:

1. Coordinate the owners telecommunications requirements with the local utility, providing a new service mast and demarcation point in the tenant space. There does not appear to be a building wide fire alarm or a sprinkler system.

Electrical System:

1. The new electrical service shall be a 200 Amp 120/208 Volt, 3 Phase, 4 wire system, with a new service disconnect mounted next to the existing disconnects and then routed into a 200 A main circuit breaker 42 circuit panel. All branch circuits serving the patient areas shall be Hospital Grade MC or AC, and non patient areas shall be regular MC or HC cables.

2. Locate the new panel in the Mechanical/Electrical room on the exterior wall and provide all NEC required working clearances.
3. General purpose receptacles shall be installed as required by the NEC and by owner requirements, with a minimum of (2) receptacles service in the patient treatment table(s) or chair(s), dedicated equipment receptacles shall be provided for all rehab equipment and owner furnished equipment. A service receptacle shall be provided on all roof top equipment.
4. Lighting shall be installed to maximize energy efficiency, with an overall lighting power density of less than or equal to 1.0 Watt per square foot and to meet the following general average foot candle requirements:
 - a. Office spaces 30-40 foot candles
 - b. Treatment rooms 60-80 foot candles, on the patient table(s) or chair(s)
 - c. Transitional spaces 15-20 foot candles
 - d. Waiting/Other 20-30 foot candles
5. Each room shall have individual lighting control devices and all rooms not normally used, i.e. Housekeeping, Storage, Toilets shall be provided with vacancy sensors to turn off the lights when not occupied.
6. Exit and Egress lighting shall be provided with emergency battery backup for a minimum of 90 minutes and shall average 1 foot candle in the path of travel, including the exterior doors leading to the "public way".
7. Power shall be provided to all mechanical and plumbing equipment as required.

Telecommunication System:

1. A new telecommunication service mast shall be provided and terminated on a 3/4" plywood back board for the utility demarcation point, located in the Mechanical/Electrical room on the exterior wall.
2. Provide 110 punch down blocks for all voice lines.
3. Provide a wall mounted rack and CAT 6 terminations for all data lines, with room for 25% expansion.
4. Provide CAT 6 cables from the rack to each user location and provide a CAT 6 jack, cover plate cover to match the receptacle cover plates as requested by the owner.

Fire Alarm System:

1. A Fire Alarm system is not required by the local codes, but could be provided as betterment to the facility

Nurse Call System:

1. A central nurse call system is not required by the local codes, but could be provided as betterment to the facility.

2. Provide call for assistance, pull station, dome light and buzzer, for all public restrooms.
To alert the personnel of issues in the public space.