

THIS INDENTURE made the _____ day of _____, 20__:

WITNESSETH; That AUTA MAIN and MARIANNE ROTH of Gardiner, County of Kennebec, State of Maine, hereinafter referred to as LESSOR, do hereby lease, demise and let unto the INHABITANTS OF THE CITY OF GARDINER, a body corporate duly organized and existing under the laws of the State of Maine and located at said Gardiner, hereinafter referred to as LESSEE, a certain portion of a building being a passageway, or Arcade, locate on the Northerly side of Water Street, Gardiner, Maine, and being numbered 259 Water Street in said City of Gardiner; **being a portion of the premise described in the deed from Gardiner Savings Institute to Jeffrey B. Cole and Eva M. Cole dated February 12, 2002 and recorded in Book 6814 page 033 in the Kennebec Registry of Deed.**

TO HOLD for a period of twenty-five (25) years from the _____ day of _____ A.D. 20__ yielding and paying therefore a rental in an amount equal to ninety (90%) percent of the real estate taxes as assessed on the present existing building in which the Arcade is located, and is a part of.

LESSOR shall pay when due all real estate taxes assessed against the premises demised herein.

LESSEE further agrees that it will purchase and maintain an insurance liability policy with limits not less than One Hundred Thousand (\$100,000.00) Dollars for any one person or Four Hundred Thousand (\$400,000.00) Dollars for any group of people, for any personal injuries or other claims that may arise from the public use of the passageway.

LESSOR, shall be co-named in said policy of insurance as the "ASSURED". LESSEE further agrees to save the LESSOR harmless from any action of law or equity arising from the public use of said passageway **to the limit of all applicable insurance.**

And the said LESSEE promises to quit and deliver up the premises to the Lessor, or their attorney, peaceable and quietly at the end of the term aforesaid, in as good order and condition (reasonable use and wearing thereof or inevitable accident excepted) as the same are, or may be put into by the said LESSOR, and not make or suffer any waste thereof; and that it will not assign this Lease or underlet the premises or any part thereof, without the consent of the LESSOR, in writing on the back of this Lease. And the LESSOR may enter to view and make improvements, and to expel the LESSEE if it shall fail to pay the rent aforesaid, whether said rent to be demanded or not, or if it shall make or suffer any strip or waste thereof, or shall fail to quit and surrender the premises to the LESSOR at the end of said term, in manner aforesaid, or shall violate any of the covenants in this Lease by said LESSEE to be performed; or if the estate hereby created shall be taken from the LESSEE by process of law, or if the LESSEE shall be adjudicated a bankrupt or insolvent, or if any assignment shall be made of LESSEE'S PROPERTY for the benefit of creditors, and the LESSOR may immediately or at any time thereafter enter the expel the Lessee or those claiming under it and remove it or their effects and

without prejudice to any other remedies for arrears or rent or breach of covenant, and upon such entry said term shall cease.

And the premises shall not be occupied, during the said term for any purpose usually denominated extra hazardous as to fire by insurance companies.

PROVIDED, that in case the building upon said premises, or any part thereof, during said term, be so destroyed or damaged by fire or other unavoidable casualties, as to be unfit for occupation or use, then the rent hereinbefore reserved, or a fair and just proportion thereof, according to the nature and extent of the damages sustained, shall be suspended or abated until the said premises shall have been rebuilt and put in proper condition for use and occupation by the said LESSOR; or these presents shall, at the election of either the said LESSOR or the said LESSEE, its successors or assigns, upon written notice thereof to be given within thirty days after such destruction, thereby be determined and ended.

THIS LEASE, with all its terms and conditions, shall be automatically renewed for one additional term of twenty-five (25) years, provided, however either the Lessor or the Lessee may terminate this lease at the end of the original term by written notice served upon the other party hereto not later than 120 days prior to the expiration of the original term: mailing of said written notice to the LESSOR by ordinary mail shall constitute valid service for the purpose of this instrument.

IN WITNESS WHEREOF, the parties have hereunto interchangeable set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of;

Auta Maine

Marianne Roth

THE INHABITANTS OF THE CITY OF GARDINER

By: _____
Its City Manager duly authorized

STATE OF MAINE
Kennebec, ss.

_____, 20____

Personally appeared the above-named Auta Main and Marianne Roth and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public
My Commission expires _____

STATE OF MAINE
Kennebec, ss.

_____, 20____

Personally appeared the above-named Jeffrey Kobrock in his said capacity and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Inhabitants of the City of Gardiner.

Before me,

Notary Public
Justice of the Peace
My Commission Expires _____