

2022 SOULE SCHOOL LEASE

This Soule School Lease (the "Lease") is entered on this ___ day of _____, 2022, to be effective for all purposes as of January 1, 2022 (the "Effective Date") by and between the Town of Freeport, a municipal corporation located in Cumberland County, Maine with a mailing address of 30 Main Street, Freeport, Maine 04032 ("Landlord") and The French School of Maine, Inc., 103 S. Freeport Road, Freeport Maine 04032 ("Tenant"). The Landlord and Tenant are, individually, referred to as a "Party" and, collectively, as the "Parties." L'École Française du Maine joins this Lease solely for the purpose of terminating the Prior Lease.

BACKGROUND:

- A. L'École Française du Maine, is a French language school that provides for the education of students from pre-school through grade 6 (the "French School") and conducts its operations on (i) the land and building located in South Freeport Maine commonly known as the George C. Soule School (the "Soule Property") and (ii) the land and building located adjacent thereto at 103 S. Freeport Road, Freeport Maine 04032 (the "Potter Building"), which is owned by 103 South Freeport Road, LLC ("103 South Freeport").
- B. The French School was founded by Elizabeth and Willy LeBihan (collectively the "LeBihans"), who still serve as the French School's Head of School and Director of Admissions. In addition to being the founders of the French School the LeBihans are the principals of both 103 South Freeport and the Tenant.
- C. Landlord and the French School are parties to that certain Soule School Lease, dated February 17, 2005, in which the Landlord leased the Soule Property to the French School (the "Prior Lease"). The Prior Lease expires on June 30, 2025 and the French School desires to allow Tenant and Landlord to enter into the Lease to ensure its continued operations.
- D. In 2019 and 2020, the French School completed the construction of improvements to the Premises recommended by the local fire marshal at an expense exceeding Fifty Thousand and 00/100 Dollars (\$50,000.00).
- E. In 2021, the French School completed the renovation of the boy's and girl's restrooms located at the Premises at an expense of approximately Seventy Thousand and 00/100 Dollars (\$70,000.00).
- F. Tenant has agreed to pay fifty percent (50%) of the cost of woodland landscaping along the meandering path to Soule Park located along the west property line of the Premises, as proposed by the Landlord and the Land Trust, so long as such expenses do not exceed Two Thousand and 00/100 Dollars (\$2,000.00).
- G. Landlord desires to enter into the Lease to ensure that the property remains used as a school, is properly maintained and the surrounding property is used for the benefit of the Town of Freeport.

H. Tenant desires to enter into the Lease to ensure that the French School continues its operations in the Town of Freeport and continues to provide a benefit to the citizens of the Town of Freeport.

WITNESSETH:

For the sum of \$10.00 and the good and valuable considerations set forth herein, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound hereby, agree as follows.

1. Premises Located: Landlord does hereby Lease to Tenant, and Tenant does hereby Lease from Landlord, the land and building located in South Freeport, Maine, commonly known as the George C. Soule School. The land area enclosed in yellow lines is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Premises"). Landlord and the French School hereby agree to terminate the Prior Lease as of the Effective Date and it shall be of no further force or effect thereafter.
2. Term:
 - a. Initial Term: The initial term of this Lease shall be twenty (20) years, beginning on January 1, 2022, and ending on December 31, 2042 (the "Initial Term").
 - b. Renewal Terms: Provided no uncured material default exists, Tenant shall have the right to renew this Lease for one (1) consecutive renewal term (the "Renewal Term") of Twenty (20) years, commencing on the first day following the expiration of the Initial Term. The terms and conditions of the Renewal Term shall be the same as the Initial Term with the rent as provided in Section 3 hereafter. The Renewal Term shall be deemed automatically exercised unless Tenant delivers written notice to Landlord on or before one hundred eighty (180) days before the expiration of the Initial Term that it is not extending the Initial Term. The phrase "Term" shall mean, collectively, the Initial Term and the Renewal Term, if exercised by Tenant. Further, the parties agree to negotiate in good faith additional renewal terms immediately following the exercise of the Renewal Term to support Tenant's accreditation.
3. Rent:
 - a. Tenant covenants and agrees to pay annual rent in the amount shown below:
 - i. From January 1, 2022 to December 31, 2022: \$17,305.86
 - b. One half of the total yearly rent, in the amount of Eight Thousand, Six Hundred Fifty-Two and 93/100 Dollars (\$8,652.93) shall be paid on or before March 1 of each year with the second half due on or before September 1 of each year.
 - c. Effective upon the beginning of the fifth year of the Initial term and every four (4) years thereafter (each an "Adjustment Date"), the then effective annual Rent shall

be increased or decreased by an amount equal to the percentage increase or decrease in the "Consumer Price Index for Urban Wage Earners and Clerical Workers ('CPI-W')," U.S. City Average, "All Items Index," as published by the United States Bureau of Labor Statistics ("the Index"). Such increases or decreases shall be computed from the commencement date (or the last Adjustment Date, as the case may be) through the first day of each four year period for which an adjustment is being made hereunder. In the event that the Index is not then in existence, the parties shall use such equivalent price index as is published by any successor governmental agency then in existence or if none, then by such nongovernmental agency as may then be publishing an equivalent price index, in lieu of and adjusted to the Index. If the Index shall cease to use the 1982-84 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Index, the Index shall be adjusted to conform to such change, using such computation thereof, if available, as shall be employed by The United States Department of Labor in computing same. It is understood that the determination of the Rent increase or decrease may be delayed until after the commencement of such lease year, and in such event, Tenant shall continue to pay Rent at the annual rate applicable to the preceding lease year until such determination is made, at which time Tenant shall pay, as additional rent, such unpaid Rent as is then accrued.

- d. Landlord waives all taxes including, without limitation, any real estate taxes on the premises as may be payable by the Tenant, its assignees or sub-tenants, provided however, that in the event that this Lease is assigned or transferred by operation of law to any successor tenant who does not use the Premises for a tax-exempt purpose then the Landlord reserves the right to re-impose property taxes upon the Premises which shall then be payable by any tenant occupying the premises for any purpose which is not tax-exempt.
4. Tenant's Covenants: Tenant covenants the following:
- a. Payment of Rent: To pay, when due and without offset or deduction, all rent and other charges set forth herein; all charges for telephone and other communication systems used at, and supplied to, the Premises, and all charges for electricity, gas, heat and air conditioning or other utilities supplied to the Premises.
 - b. Maintenance: Except as specifically herein otherwise provided, Tenant agrees that from and after the Effective Date, and until the end of the Term of this Lease, Tenant will keep neat and clean and maintain in good order, condition and repair (reasonable wear and tear and casualty damage excepted): all interior and exterior structural and nonstructural portions of the Premises including, but not limited to; all plumbing and sewage facilities located entirely within the Premises; lamping (lamps, ballasts, bulbs, etc.); fixtures; interior and exterior walls; floors; ceiling; signs (including exterior signs where permitted); roof; windows; and all wiring electrical systems, interior building appliances, heating, air conditioning and ventilation systems and equipment to the extent such systems, appliances and

equipment are located entirely within or on the premises. The Tenant also agrees to be responsible, at its expense, for mowing and maintenance of landscaping.

- c. Landlord's Right to Repair: If Tenant refuses or neglects to repair the Premises as required hereunder to the reasonable satisfaction of Landlord within 30 days after written notice from Landlord, or if additional time is required to complete such repairs, as soon as reasonably possible, Landlord may, at its option, make such repairs, and in doing so shall not unreasonably interfere with Tenant's business, but shall not be liable to Tenant for any loss or damage to Tenant's business by reason thereof and, upon completion, Tenant shall pay Landlord's reasonable costs for making such repairs. At the termination of this Lease, Tenant shall peaceably yield up said Premises and all additions, alteration, fixtures and improvements which may be installed by Tenant upon the Premises and which in any manner are attached to the floors, walls or ceilings, including without limitation any linoleum or other floor covering which may be cemented or otherwise affixed to the floor, in good order, repair and condition (subject to reasonable wear and tear and casualty damage), first removing all personal property, and leaving the Premises clean and tenantable. If Landlord in writing permits Tenant to leave any such goods and chattels at the Premises, and the Tenant does so, Tenant shall have no further claims and rights in such goods and chattels as against the Landlord or those claiming by, through under the Landlord. Tenant's obligations hereunder shall survive the expiration or earlier termination of this Lease.
- d. Nuisance: Not to injure or deface said Premises or building; not to permit on said Premises any auction sale, nuisance, objectionable noise or odor, not to permit the use of said Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building (other than those agreed to in writing by Landlord). Tenant may not use or store in the Premises any chemicals or substances deemed to be hazardous under federal, state or local laws or regulations, except in compliance with such laws and regulations. Heating oil and propane fuel are exempt. Upon termination of this Lease, Tenant will, at its expense, remove all Hazardous Materials from the Premises and comply with all applicable state, local and federal laws, including local zoning regulations, as the same may be amended from time to time.
- e. Assignment: Not to assign this Lease nor make any sublease at any time without the Landlord's prior written consent. Written consent or denial must occur within 30 days of the receipt of written request or Landlord shall be deemed to have consented to such request. Notwithstanding the foregoing or anything to the contrary set forth herein, no consent shall be required for any sublease to a tenant who's use is strictly for educational purposes.
- f. Alterations: Not to make any internal structural alterations or additions without obtaining appropriate building permits from Landlord, which shall not be

unreasonably withheld. Tenant shall be solely responsible for obtaining any applicable state or local regulatory approval(s) required for the proposed alterations, which are not otherwise contemplated by this agreement. Tenant will not make any external alterations or additions that increase the interior square footage, horizontal footprint, or height of the building without prior written consent of the Landlord. Landlord reserves the right to renegotiate any portion of this agreement if, in its sole discretion, such proposed external alterations would substantially increase the value of the premises.

- g. Landlord's Entry: Upon failure of the tenant, the landlord may enter the Premises to install, maintain, use, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures in said Premises to serve said Premises and to serve other property owned by Landlord. This work will be performed at Tenant's expense.
- h. Indemnification: To save Landlord harmless and indemnified from any injury, loss, claim or damage to any employee, student, guest or property while on the Premises during school hours for school purposes or otherwise arising by, through, or under Tenant.
- i. Insurance: To insure Tenant and Landlord, as their interest appear, with comprehensive general liability insurance including Broad Form Comprehensive General Liability coverage on the Premises, in such amounts and with such companies and against such risks as the Landlord shall reasonably require and approve but in amounts no less than two million dollars (\$2,000,000) combined single limit with a reasonable deductible. Further, said policy shall not be cancelable by the insuring insurance company upon less than thirty (30) days prior written notice to Landlord. The foregoing insurance amounts shall be proportionately increased every five years by the corresponding cumulative increase in the Index during that period, rounded up to the nearest \$100,000.
- j. Tenant's Property: To hold all the property of Tenant, including fixtures, furniture, equipment and the like of the Tenant, or of any other owner situated at the Premises, at Tenant's own risk, to maintain such property in good working order and to pay any and all costs, charges and expenses in connection with its operation and maintenance, and to pay when due all taxes assessed during the term of this Lease against any personal property of any kind owned or placed in, upon or about said Premises by Tenant.
- k. Inspection: To permit Landlord or its agents to examine the premises at any reasonable time with a twenty-four hour notice given, or any time emergency access is needed, during the Lease term and, if Landlord shall so elect, to make any repairs or additions (structural or otherwise) Landlord may deem necessary and, at Tenant's expense to remove any external alterations, additions, signs, awning or flagpoles, or the like, not consented to in writing; and to show the Premises to prospective purchases and mortgages; to show the Premises to

prospective tenants during the six (6) months preceding the expiration of this Lease.

- l. Attorney's Fees: To pay Landlord's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of this Lease in a court of law provided Landlord is the substantially prevailing party.
- m. No Liens: Not to suffer or permit any lien of any nature or description to be placed against the building, the premises or any portion thereof, attaching by reason of the conduct of the Tenant and to immediately pay and remove the same; this provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach to or be placed upon the Landlord's title or interest in the building, the Premises, or any portion thereof.
- n. Safety Equipment: To keep the premises equipped with all safety appliances required by law or any public authority.
- o. Remedies Not Cumulative: That the rights and remedies to which the Landlord may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any other rights and remedies to which the Landlord may be properly entitled in case of any breach or threatened breach by Tenant of any portion of the Lease.
- p. Accord and Satisfaction: That acceptance by Landlord of a lesser sum than the gross rent, or other fees or charges then due shall not be deemed to be other than on account of the earliest installment of such rent or other fees or charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other payments be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease. The delivery of keys to any employee thereof shall not operate as a termination of this Lease or a surrender of the premises.
- q. That without limitation of anything elsewhere herein contained, the landlord may,
 - i. retain and use in appropriate instances keys to all doors within and into the premises and to change the locks to the premises if Landlord deems it advisable for the security of the property. No lock shall be changed by Tenant without the prior written consent of landlord;
 - ii. enter upon the Premises and exercise any and all of the Landlord's rights without being deemed guilty of an eviction, trespass or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.
- r. Resident's Access to Soule Park: Tenant agrees that Landlord and the residents of the Town of Freeport shall have access to the Soule Park, as identified on the

Premises Diagram attached hereto as Exhibit A in orange (the “Soule Park”) at all times. The residents may access Soule Park via the meandering foot path along the west property line of the Premises outside the Playground fence or via the “Bustins Parking Lot”. The approximate location of the meandering foot path along the west property line of the Premises is identified on the Premises Diagram with a black arrow. Notwithstanding the foregoing, residents may not access the Soule Park when the Tenant is using the park for special events scheduled with the Landlord in advance pursuant to Section 5(e) below.

5. Landlord’s Covenants: Landlord covenants the following:

- a. Quiet Possession: So long as Tenant is not in default hereunder, Tenant shall have quiet and peaceful possession of the Premises as against any adverse claim of Landlord or any party claiming under Landlord.
- b. Insurance. From the Effective Date and continuing during the Term and any Renewal Term thereafter, Landlord shall procure and pay for fire and extended coverage insurance, insuring all improvements located on the Premises for the full replacement value with an insurance company admitted to do business in the state of Maine. The term “extended coverage” shall mean such casualties as are commonly included under the term “extended coverage” as that term is known and used in the casualty insurance business.
- c. Bustins Parking Lot: In the event that Tenant shall, at its expense, pave the unpaved portion of the “Bustins Parking Lot” with a permeable/pervious surface, then in such case Landlord shall thereafter plow the premises, including the Bustins Parking Lot, for the duration of the term at all times that such permeable/pervious pavement shall be in place, but shall not be obligated to conduct any other maintenance thereto or thereon unless caused by the act or omission of Landlord. The “Bustins Parking Lot” is encircled in blue on the Premises Diagram attached hereto as Exhibit “A.”
- d. Soule Park: Landlord agrees that Tenant shall have the first priority right to use the Soule Park, as identified on the Premises Diagram attached hereto as Exhibit A in green (the “Soule Park”) for events including, without limitation, graduation and barbecues, provided however that Landlord and Tenant shall reasonably cooperate on scheduling events in advance.
- e. Tenant’s Access to the Potter Building: Landlord agrees that Tenant, its employees, students and guests shall have access to and from the Potter Building along a meandering foot path leading to the Fenced Playground at all times. The approximate location of the meandering foot path is identified on the Premises Diagram by a magenta rectangle.
- f. Indemnification. Subject to and without waiver of any immunity nor any waiver or limitation of any of the provisions or protections of the Maine Tort Claims Act,

Landlord shall save Tenant harmless and indemnified from any injury, loss, claim or damage to any person or property arising by, through, or under Landlord.

- g. Attorney's Fees: To pay Tenant's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of this Lease in a court of law provided Tenant is the substantially prevailing party.

6. Damage or Destruction by Fire, Eminent Domain or Casualty:

- a. Landlord's Repair: In the event that a substantial portion of the Premises or any part thereof shall be so damaged or destroyed by fire or casualty that such portion of the Premises are thereby rendered untenable, then Landlord shall, within thirty (30) days from the date of said damage or destruction commence to repair or rebuild the Premises to their condition immediately prior to such damage or destruction and shall complete same within one hundred twenty (120) days after such casualty. In the event the repair or rebuilding of the Premises has not been completed within a period of one hundred twenty (120) days from the date of the damage or destruction, Tenant may, at its option, terminate this Lease by written notice to Landlord, and the parties shall be released from further liability.
- b. Tenant's Right to Repair: In the event Landlord has not commenced repair to the Premises pursuant to Section 6(a) within such thirty (30) day period, Tenant may at any time thereafter and without further notice to Landlord commence to repair or rebuild the Premises or Tenant may terminate this Lease and the parties shall be released from further liability. In the event Tenant elects to repair or rebuild the Premises, Landlord shall make available to Tenant all insurance proceeds or such portion thereof for this purpose
- c. Tenant's Right to Collect Insurance Proceeds: In the event Landlord shall fail to proceed in the prosecution of the insurance claim after notice of the damage or destruction, then Tenant may, at its option, proceed with or undertake the collection of the insurance claim. Any costs expended by Tenant in the collection of the insurance proceeds shall be deducted by Tenant from Rent.
- d. Rent Shall Abate: During any period that the damage or destruction is such as to render the use of the Premises impractical or impossible, Rent and other charges payable by Tenant shall abate. In the event the Premises can be used for the Tenant's operation, Rent and other charges payable by Tenant shall be paid in proportion to the amount and value of the Premises available for use so that there shall be a fair apportionment of Rent and other charges payable by Tenant.
- e. Tenant's Right to Terminate: If the Premises shall be damaged or destroyed by fire or other casualty, during the final five years of the Term or of any Renewal Term, to the extent of twenty-five percent (25%) or more of their replacement cost, Tenant may, at Tenant's option, to be evidenced by notice in writing given to Landlord within thirty (30) days after the occurrence of such damage or

destruction, elect to terminate this Lease as of the date of the damage or destruction and the parties shall be released from further liability.

- f. Landlord's Right to Terminate: If the Premises shall be damaged or destroyed by fire or other casualty, during the final five years of the last Renewal Term, to the extent of twenty-five percent (25%) or more of their replacement cost, Landlord may, at Landlord's option, to be evidenced by notice in writing given to Tenant within thirty (30) days after the occurrence of such damage or destruction, elect to terminate this Lease as of the date of the damage or destruction and the parties shall be released from further liability.
 - g. Extension of Term: Notwithstanding anything to the contrary contained in this Lease, at Tenant's option the term of this Lease shall be extended by the time that the Premises is rendered untenable.
7. Default and Landlord's Remedies: It is covenanted and agreed that if Tenant shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in this Lease and on its part to be performed or observed within thirty (30) days after receipt of written notice of default, (except for payment of Base Rent or other monetary charges and except for default of Tenant's insurance requirement, for both of which there will be only a five (5) day cure period), or if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant's property by a court of competent jurisdiction, Landlord shall be entitled to all remedies available to Landlord at law and/or equity, including, without limitation, the remedy of forcible entry and detainer. Tenant covenants that in case of such termination, the rental payments shall accelerate and tenant shall forthwith pay to Landlord as damages a sum equal to the amount of rent and other payments called for hereunder for the remainder of the term thereof subject to the Landlord's obligation to make reasonable attempts to mitigate loss of rent and other damages. In addition, Tenant agrees to pay to Landlord, as damages for any above described breach, all costs of reletting the Premises including real estate commissions and costs of renovating the Premises to suit the new tenant.
 8. Notice: Written notice from Landlord to the Tenant shall be deemed to have been given if mailed by certified mail to the Tenant at the address set forth hereinabove, or delivered personally to the door of the Premises. All notices to the Landlord and rent shall be sent to Landlord's address as hereinabove set forth.
 9. Parking: Tenant acknowledges and agrees that no parking for use by the Tenant shall occur off the leased premises. Landlord shall permit Tenant to utilize parking on the Premises for its employees and visitors during normal operating hours and for other related functions and events. At all other times the parking areas on the Premises shall be available to the public as Landlord may permit from time to time.
 10. Use of Premises: Landlord and Tenant acknowledge and agree that Tenant, and its subtenants, shall use the Premises to operate a French language school and pre-school and for no other purpose without Landlord's written consent. Landlord reserves the right

and Tenant agrees to allow the playgrounds, the park and the Bustins Parking Lot on the Premises to be used by the Town and community at reasonable times when school is not in session for all reasonable uses not inconsistent with Tenant's uses, including but not limited to, seasonal use of the parking area in connection with the operation of the nearby boat launch.

11. Use of School Name: Tenant shall not use the name "George C. Soule School" or any variant thereof in the operation or promotion of its school, nor shall Tenant in any way represent or create the impression that its school is sponsored by or affiliated with the Town of Freeport or Regional School Unit 5 .
12. Holdover: If Tenant remains in possession of the Premises after the expiration of the term of this Lease, such possession shall be as a month-to-month tenancy, the provision of this Lease, except for Minimum Rent, shall be applicable. If Landlord and Tenant are negotiating an extension or renewal in good faith, the Minimum Rent shall continue at the same rate required by the Lease for the prior month for a period not to exceed one month; thereafter, Minimum Rent shall be increased to one and one half (1^{1/2}) times the then-current Minimum Rent for the period just preceding such termination. Landlord and Tenant may terminate any such month-to-month tenancy by giving the other party thirty (30) days prior written notice.
13. Miscellaneous Provisions:
 - a. Waiver. Failure on the part of the Landlord to complain of any action or non-action on the part of the Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by Landlord of any of its rights hereunder. Further, no waiver at any time of the other provisions hereof, and that a waiver at any time of any of the provision hereof shall not be construed as a waiver at Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. The acceptance by either Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.
 - b. Invalidity of Particular Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
 - c. Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.
 - d. Recording. Tenant agrees not to record this Lease, but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and satisfactory to Landlord's and Tenant's attorney. In no event shall such

memorandum set forth the rental or other charges payable by Tenant under this Lease and any other such memorandum shall expressly state that it is executed pursuant to the provision contained in this Lease and is not intended to vary the terms and conditions of hereof.

- e. Paragraph Headings. The paragraph headings throughout this instrument are for the convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provision of this Lease.
 - f. Entire Agreement. This Lease encompasses the entire agreement between the parties. It supersedes all prior agreements or understandings. In entering into this Lease, the parties are not relying on any agreement, understanding, or representation not contained herein. This Lease may only be amended only by a writing signed by both parties hereto.
 - g. Performance of Covenants. Landlord and Tenant covenant and agree that each will perform all agreements and observe all covenants herein expressed on its part to be performed and observed and that each will promptly comply with such notices from the other. If Tenant or Landlord shall not comply with any such notice to the satisfaction of the other, prior to the date on which such non-compliance would constitute an event of default, in addition to, and not in lieu or in limitation of any other remedy which may have pursuant to this Lease, at law or in equity, Landlord and Tenant may, but shall not be obliged to, enter upon the Leased Premises and do the things specified in said notice. Landlord and Tenant shall have no liability to the other for any loss or damage resulting in any way from such action and the non performing party agrees to pay, upon demand, any expense incurred by the other in taking such action. Notwithstanding the foregoing, Landlord's or Tenant's performance of any or all of the other covenants shall not release the defaulting party from liability for non-performance.
 - h. Interpretation. Whenever in this Lease provision is made for the doing of any act by any party, it is understood and agreed that said act shall be done by such party at its own cost and expense, unless a contrary intent is expressed. All measurements of leasable space shall be from the exterior of the outside wall to the exterior of the outside wall as well as land depicted on Exhibit A.
14. When Lease Becomes Binding. Only the Freeport Town Council acting by and through the duly authorized Town Manager shall have authority to make or agree to make a lease or any other agreement or undertaking in connection herewith on the part of Landlord. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs,

executors, administrators, trustees, receivers, legal representatives, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee, legal representative, trustee, receiver, legatee or other personal representative of Tenant unless the assignment to such party has been approved by Landlord in writing.

15. Limitation of Liability. Tenant agrees to look solely to Landlord's interest in the Premises and any applicable insurance coverage for recovery of any judgment from Landlord.
16. Zoning. Tenant agrees not to request changes to or in current zoning during the term of this lease.

[signatures begin on the following page]

WITNESS the *execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes, as of the day and year first written above.*

WITNESS:

**THE TOWN OF FREEPORT MAINE
(LANDLORD)**

By: _____ Date: _____

WITNESS:

**THE FRENCH SCHOOL OF MAINE, INC.
(TENANT)**

By: _____ Date: _____

WITNESS:

**L'ÉCOLE FRANÇAISE DU MAINE
Solely to terminate the Prior Lease**

By: _____ Date: _____

Exhibit “A”
[attach premises diagram]

#1158306v2