

## LEASE AGREEMENT

AGREEMENT OF LEASE made as of this 03 day of April, 2025, between **THE INHABITANTS OF THE TOWN OF WINTERPORT**, a body corporate whose address is 44 Main Street, Winterport, Maine (hereinafter called "Landlord"), and **WINTERPORT DRAGWAY ASSOCIATION, INC.**, a Maine corporation with a mailing address of 109 Ridge Road, Fairfield, ME, 04937 (hereinafter called "Tenant").

In consideration of the mutual covenants contained in this Lease Agreement, Landlord and Tenant agree as follows:

Landlord and Tenant agree as follows:

1. **LEASED PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the terms and conditions of this Lease, the premises known as Fernald Field, said portions of property being leased are to include the East-West runway and surrounding boundaries, excluding two thousand (2,000) feet of the North-South runway on the northern most end and the area of the East-West runway and between the transfer station access road and the rock barrier (hereinafter referred to as "the Premises").

2. **TERM** The term of this Agreement shall commence on the Effective Date and shall continue in effect until Midnight, December 31, 2025.

This Agreement may be terminated by the Town at any time for failure to perform duties hereunder or for conduct of Association which is determined by the Town to be disruptive or detrimental to the Town. Before terminating this Agreement for any of the reasons set forth in this paragraph, the Town shall give the Association written notice of its intent to terminate, which notice shall afford the Association ten (10) days to remedy the situation at issue.

2.1      **Condition of the Premises.** The Premises are delivered in "as is, where is" condition.

3. **RENT.** Tenant agrees to pay to Landlord at Landlord's mailing address identified above, or at such other place as Landlord shall from time to time designate in writing, monthly installments of \$3,125.00 for a total sum of \$25,000.00. The first payment will be due May 1<sup>st</sup>, 2025, followed by monthly payments through December of 2025.

3.1      **Additional Rent.** In addition to the aforesaid minimum annual rent, Tenant agrees to pay as additional rent all such sums as are due and payable by Tenant to or on behalf of Landlord pursuant to any of the subsequent provisions of this Lease, and the failure of Tenant to pay any sums required hereunder shall be deemed as a failure to pay rent. Landlord appoints

Tenant the attorney-in-fact of Landlord for the purpose of making all payments to be made by Tenant pursuant to any of the provisions of this Lease to persons other than Landlord.

3.2 Net Net Net Lease. This Lease is intended as an absolutely net lease, and the minimum rent, additional rent, and all other sums payable hereunder to or on behalf of Landlord shall be paid by Tenant without notice or demand, and without set-off, abatement, suspension, deduction, or defense. Under no circumstances or conditions whether now existing or hereinafter arising, or whether within or beyond the present contemplation of the parties shall Landlord or Landlord's successors or assigns be expected or required to make any payment of any kind whatsoever, or be under any other obligation or liability hereunder, except as specifically and expressly provided in this Lease. This Lease shall always be construed in order to effectuate the foregoing declared intent of the parties.

4. RECORDS. Tenant agrees to keep and maintain complete and correct records showing total receipts for all functions and events held on the Premises. Tenant shall also keep and maintain all gate receipts and all records pertaining to fees received for overnight camping. Tenant shall provide Landlord with an accounting of all gate receipts and receipts related to overnight camping fees quarterly.

5.1. SECURITY DEPOSIT. Not required.

6. USE. Tenant shall use the Premises for the purpose of conducting automobile and motorcycle functions of the type known as drag races. Tenant shall not use the Premises for any purposes other than automobile and motorcycle functions, except with written permission of Landlord.

6.1 Permits, Licenses, Approvals. Tenant shall obtain, at Tenant's expense, all permits, licenses, and approvals required by any federal, state, or local authority for all intended uses of the Premises. Tenant shall not permit any nuisance on the Premises, nor use or permit any use of the Premises that is contrary to any law or ordinance, nor permit any use that would invalidate any policy of insurance or materially or adversely affect the value of the Premises.

6.2 Campground Permits. All campgrounds on the Premises, whether preexisting or newly established, require a campground permit from the state and any other permits, licenses, and approvals required by any federal, state, or local authority. Said campgrounds shall not continue without Landlord receiving evidence of a campground permit and all required permits, licenses, and approvals to operate a campground on the Premises.

6.3 Function Hours. The operation of said automobile and motorcycle functions on the Premises shall be limited to Fridays, Saturdays, and Sundays. The events shall begin no earlier than 9:00 a.m. and end no later than 9:00 p.m. Tenant may make additional function requests by receiving authorization from the Town of Winterport's Town Manager (the "Town Manager"); said requests for authorization must be received by the Town Manager at least two (2) weeks in advance.

6.4 Overnight Camping. So long as Tenant is in compliance with Section 6.2 of this Lease, Tenant shall have the right to allow licensees or invitees to camp the Friday and Saturday nights before each scheduled event and or maintenance function. Tenant may make additional overnight camping requests by receiving authorization from the Town of Winterport's Town Manager (the "Town Manager"); said requests for authorization must be received by the Town Manager at least two (2) weeks in advance.

7. COVENANT OF QUIET ENJOYMENT. So long as Tenant is not in default hereunder, Tenant shall have the peaceful and quiet use and possession of the Premises during the term hereof, subject to the terms and provisions of this Lease; but it is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of the Landlord's interest in the Premises.

8. EXCLUSIVE POSSESSION. During the term of this Lease, Tenant is deemed to be in exclusive possession of the Premises, and Landlord shall have no duty or responsibility in regard thereto.

9. UTILITIES. Tenant shall pay all charges for all utilities furnished to the Premises, including but not limited to gas, heat, air conditioning, electricity, water, sewer, and telephone service. Tenant will make its own arrangements for delivery of any necessary heating fuel to the Premises and will pay when due all charges for such fuel. Landlord shall in no event be liable for any interruption or failure of utilities or other services on the Premises.

#### 10. TAXES.

10.1 Tenant shall pay, or cause to be paid, before the same become delinquent, all real estate taxes, including assessments for local improvements and any and all other governmental levies or charges of any kind that are levied upon or assessed against or with respect to the Premises, or any part thereof, during the term of this Lease, pro-rated with respect to any portion of a fiscal year in which the term of this Lease begins or ends.

10.2 Tenant shall also pay all personal property taxes assessed or imposed upon all fixtures and equipment or other personal property of every type situated in or upon the Premises, and Tenant shall pay all license fees or other governmental charges that may be imposed upon the Premises or the activities of Tenant.

10.3 The foregoing provisions are predicated upon the present system of taxation in the State of Maine. If taxes upon rentals shall be substituted, in whole or in part, for the present ad valorem real estate taxes, then Tenant agrees to pay such additional taxes on rentals whether the same shall be in addition to or substitute for present ad valorem real estate taxes. Further, if there is any other change in the system of taxation which is in substitution or in addition to the present system, Tenant agrees to pay all such taxes.

## 11. PERSONAL PROPERTY.

11.1 Tenant may install equipment, machinery, and trade fixtures necessary to carry on Tenant's business on the Premises. All such equipment, machinery, and trade fixtures shall remain the personal property of Tenant, and may be removed by Tenant at any time before the end of the term of this Lease, provided that any damage to the Premises by such removal is promptly repaired by Tenant at Tenant's own expense.

11.2 All merchandise, trade fixtures, and personal property of any kind in the Premises shall be at Tenant's sole risk, and Landlord shall not be liable for any loss or damage to property of Tenant or others arising from theft, fire, explosion, breakage of water pipes, steam pipes or other pipes, or by leaking roofs, or by any other cause whatsoever unless resulting from the willful act of Landlord.

## 12. REPAIRS OR MAINTENANCE.

12.1 Tenant acknowledges that Tenant is fully aware of the condition of the Premises and agrees to take the same on a strictly "as is" basis without warranty, obligation, or representation on the part of Landlord of any kind whatsoever. Landlord shall have no obligation whatsoever with respect to maintenance of the Premises, all of such maintenance to be undertaken by Tenant at Tenant's expense.

12.2 Tenant shall, at Tenant's sole cost and expense, maintain the Premises in at least as good condition and repair (reasonable wear and tear excepted) as they are in at the commencement of the term of this Lease or as they may be put in thereafter. Tenant shall not permit the Premises to be overloaded, damaged, stripped or defaced, or suffer any waste. Tenant's duty to maintain and repair the Premises includes, without limitation, all mechanical, heating, plumbing and electrical components, and all structural and nonstructural, interior and exterior portions of the Premises and whether constructed or installed by Landlord or by Tenant. Tenant shall maintain all exterior areas and landscaping in and about the Premises, keep any lawn areas mowed, and keep all driveways, walks, and parking and loading areas within the Premises in good repair. Additionally, Tenant shall keep the Premises and the surrounding area free of all garbage, waste, and debris resulting from all functions being held on the Premises.

12.3 All alterations or repairs required by public authorities with respect to Tenant's use of the Premises shall be made by Tenant at Tenant's expense.

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

13. ALTERATIONS. Tenant will not make any structural alterations or material changes to the Premises or any part thereof, without first obtaining Landlord's written approval, which approval is subject to Landlord's sole discretion. In the event that Landlord approves any proposed alterations in accordance with this Section, all work done on the Premises shall meet the following requirements:

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

13.2 All remodeling shall be done in full conformity with plans and specifications approved in writing by Landlord;

13.3 All improvements and alterations made by Tenant shall immediately become the Premises of Landlord and shall remain on the Premises in the absence of a written agreement to the contrary;

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

13.5 Tenant shall abide by all applicable laws, ordinances, regulations, and insurance requirements including, without limitation, all applicable requirements for access by disabled persons under the Maine Human Rights Law and the Americans with Disabilities Act and shall indemnify and hold Landlord harmless from any loss, cost, or expense arising from failure to comply with such requirements;

13.6 Tenant shall not permit any mechanics liens, or similar liens, to remain upon the Premises in connection with any work performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith (through the filing of a bond or otherwise) without cost to Landlord.

#### 14. INDEMNIFICATION; INSURANCE.

14.1 Indemnity. Tenant shall indemnify and save Landlord harmless from and against all claims of whatever nature arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, servants or employees, or arising from any accident, injury, death, or damage whatsoever caused to any person or to the Premises of any person occurring during the term hereof in or about the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities of any kind whatsoever incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

14.2 Liability Insurance. Tenant shall maintain in full force during the term hereof a policy of commercial general liability insurance with Landlord named as an additional insured, covering all claims, defense costs, expense and liability for injury to or death of persons or damage to Premises which may be claimed to have occurred in or about the Premises. Each such policy shall be noncancelable with respect to Landlord

without (10) days' written notice to Landlord, by certified mail. The minimum limits of liability of such insurance shall be \$2,000,000.00 combined single limit per occurrence. The foregoing limits of insurance may be reasonably increased by Landlord, as necessary to protect Landlord's interests.

14.3 Property Insurance. Tenant shall, at Tenant's expense, maintain insurance policies covering all structures and other improvements on the Premises against fire and other risks included in Special Form coverage, in an amount equal to the replacement value of the Premises, or such lesser amount as is reasonably acceptable to Landlord and any mortgagee under a mortgage on the Premises (the "Lender"), such insurance to be payable to Landlord, Lender, and Tenant, as their interests may appear.

14.4 Release and Waiver of Subrogation. Insofar as and to the extent that the following provisions may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine (even though extra premium may result therefrom), Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, the one carrying such insurance and suffering such loss, releases the other of and from any and all claims with respect to such loss, to the extent of the insurance proceeds paid under such policies, and Landlord and Tenant mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

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

14.6 Policies. At or prior to the commencement of the term of this Lease, and thereafter not less than ten (10) days prior to the expiration date of each expiring policy, original copies or certificates of all insurance policies required hereunder setting forth in full the provisions thereof, together with satisfactory evidence of the payment of all premiums then due therefore, shall be delivered by Tenant to Landlord and shall, upon request of Landlord, also be delivered by Tenant to the holder of any mortgage affecting the Premises. All such insurance shall be placed with a responsible insurance company satisfactory to Landlord and authorized to transact business in the State of Maine.

14.7 Landlord Liability. Tenant shall neither assert nor seek to enforce any claim (except injunctive relief where appropriate) for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Premises and in the rents, issues, and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability of Landlord under the Lease. In no event shall Landlord (which term shall include, without limitation all officers, trustees, directors, partners, partners in partners, beneficiaries, joint venturers, members, stockholders, or other principals or

representatives) ever be personally liable for any such liability or ever be liable for damages, whether direct, consequential, punitive, or otherwise.

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

16. HAZARDOUS MATERIALS. Tenant shall not cause or permit any Hazardous Material to be stored, generated, brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without first obtaining Landlord's written consent. Any Hazardous Material permitted on the Premises, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to any such Hazardous Material. Tenant will in no event permit or cause any disposal of Hazardous Materials in or about the Premises. Tenant shall 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 to enter the Premises to inspect the same for compliance with this section. Tenant shall defend, indemnify and hold harmless Landlord from and against any loss, claims, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney and consultant fees, court costs and litigation expenses) arising during or after the Lease term as a result of any violation by Tenant of the terms of this Section, or any contamination of the Premises or any other land of Landlord by Hazardous 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 transactions contemplated herein and shall survive the termination of this Lease.

17. SIGNS. Tenant shall be permitted to construct, install, and maintain a free-standing or attached sign or signs of suitable size for visibility from adjacent public ways and indicating Tenant's occupancy of the Premises, at Tenant's sole expense, provided that Tenant must obtain written approval from Landlord as to the design and location of all exterior signs. All signs must

comply with all applicable laws and ordinances, and Tenant shall be responsible for obtaining all necessary permits from applicable governmental authorities, at Tenant's sole expense.

**18. DAMAGE OR EMINENT DOMAIN.**

18.1 Notice of Casualty. If the improvements on the Premises shall be damaged or destroyed by fire or other casualty, Tenant shall give prompt notice to Landlord and this Lease shall continue in full force and effect except as otherwise provided in this Section 18.

18.2 Repair or Restoration. In the event of damage or destruction that is covered by Landlord's property insurance, Landlord shall repair such damage and restore the Premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage (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 no event shall Landlord's obligation of restoration require Landlord to expend any sums in excess of net cash proceeds realized from the insurance and released by Landlord's mortgagee, if any. In case of damage or destruction, as a result of a risk which is not covered by any insurance provided by Landlord, Landlord shall have the right to terminate this Lease by giving written notice to Tenant no later than 60 days following the date of such damage or destruction.

18.3 Eminent Domain. If the Premises, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of Tenant, shall be taken by condemnation or right of eminent domain, then this Lease shall terminate on the date of such taking. If only a part of the Premises is taken and such taking does not unreasonably impair Tenant's use of the Premises, Landlord shall expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the Premises to as nearly like their condition prior to such taking as shall be practicable. Should the net amount so awarded to Landlord be insufficient to cover the cost of restoring the Premises, as estimated by Landlord's architect, Landlord may terminate this Lease by giving written notice to Tenant not later than ninety (90) days after the final determination of the amount of the condemnation award.

18.4 Condemnation Award. Landlord shall be entitled to receive and retain the full amount of any award for any taking of any interest in the Premises, 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 proceedings because of the taking of any fixtures or improvements owned by Tenant and for relocation expenses.

19. ASSIGNMENT OR SUBLETTING. Notwithstanding any other provisions of this Lease, Tenant covenants and agrees that Tenant will not assign or mortgage 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 may be withheld in Landlord's sole discretion, and in any case where Landlord shall consent to such assignment or subletting, the Tenant named herein 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. A change in ownership of Tenant shall be deemed an assignment under this Article.

19.1 Subletting Terms and Conditions. Tenant hereby acknowledges that Landlord shall have the sole discretion in regard to consenting to any potential sublease, and that a proposed sublease must be approved by the Town Council of Winterport (the "Council"). In the event that the Council approves a sublease, the Council shall have the authority to set terms of the sublease and charge supplemental rent. Subletting terms may include, without limitation, executing a sublease agreement, agreement to be bound by the terms of the Lease, supplemental rent, hours of operation, and obtaining all required permits.

20. ACCESS BY LANDLORD. Landlord or any person designated by Landlord shall have the right to enter the Premises at any reasonable time for the purpose of inspecting the Premises or to make repairs. For a period commencing Ninety (90) days prior to the end of the term of this Lease, Landlord shall have the right to enter the Premises at any reasonable times, for the purpose of exhibiting the same to prospective tenants or purchasers and shall have the right to erect a suitable sign on the Premises indicating that the Premises are available.

21. SUBORDINATION. This Lease is and shall be subject and subordinate to any mortgages that may now exist or hereafter be placed upon the Premises by Landlord, and to any and all advances to be made thereunder, and all renewals, replacements, and extensions thereof. This provision shall be self-operative, but Tenant shall, upon request, execute and deliver any documents to confirm this subordination, as may be desired by holders of such mortgages, and if requested by the mortgagee, to agree not to prepay rent more than ten (10) days in advance, provided that the holder of such mortgage enters into a non-disturbance agreement with Tenant by the terms of which such holder agrees not to disturb Tenant's possession of the Premises so long as Tenant continues to perform all obligations under this Lease, and, in the event of acquisition of title by such holder through foreclosure proceedings or otherwise, to accept Tenant as tenant of the Premises under the terms and conditions of this Lease and to perform Landlord's obligations under this Lease (but only while owner of the Premises), and Tenant agrees to attorn to and recognize such holder or any other person acquiring title to the Premises as Landlord.

22. ESTOPPEL CERTIFICATES. Tenant agrees, upon at least ten (10) days prior written request by Landlord from time to time, to execute, acknowledge, and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing the modifications), the date to which rent and other charges have been paid, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this section may be relied upon by a prospective purchaser or mortgagee of Landlord's interest in the Premises.

23. **DEFAULT.** Tenant shall be in default under this Lease if: (i) Tenant shall fail to pay any installment of rent or any other payment to Landlord or other parties required herein, when due, and such failure shall continue for a period of ten (10) days after written notice from Landlord; (ii) Tenant shall become insolvent or make a transfer in fraud of creditors; (iii) a petition shall be filed by or against Tenant under any state or federal bankruptcy or insolvency laws or under any similar law or statute of the United States or any state, and not discharged within sixty (60) days after such filing, or Tenant shall file such petition, or Tenant shall be adjudged bankrupt or insolvent in any proceeding; (iv) any assignment shall be made of the property of Tenant for the benefit of creditors, or a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property, or the estate hereby created shall be taken on execution or by other process of law; or (v) Tenant shall fail to comply with any covenant, term, or provision of this Lease (other than the payment of rent and other charges) and shall not cure such failure within thirty (30) days after written notice thereof to Tenant, or such additional time as is reasonably required to correct such failure.

Upon the occurrence of any of the foregoing events of default, and regardless of any waiver or consent to any earlier event of default, Landlord, at Landlord's option, may exercise any and all remedies available at law or equity, all such rights and remedies to be cumulative and not exclusive, including without limitation, the following:

- (a) Landlord may terminate this Lease by written notice to Tenant, and Tenant shall quit and surrender the Premises and remain liable as set forth below;
- (b) Landlord may immediately, or at any subsequent time, without demand or further notice, re-enter the Premises with process of law, and 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 as damages all rent and other charges payable under this Lease up to the time of re-entry or termination, and all rent that Tenant would have been required to pay until the expiration of the then current term of this Lease, whether or not the Premises shall be relet, as and when due in accordance with the provisions of this Lease, plus all expenses of re-entering, repossession, and all expenses in connection with any reletting, including without limitation expenses for altering and repairing the Premises for any new tenant, attorneys' fees and brokers' commissions, less the net proceeds to Landlord of any reletting of the Premises, and subject to Landlord's obligation to mitigate damages under applicable law. 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) At any time after termination, whether or not Landlord shall have collected any damages under (c) above, Landlord shall be entitled, at Landlord's option, to obtain

from Tenant, on demand, as liquidated final damages, an amount equal to the present value to Landlord of the rent and other charges that would have been payable by Tenant if this Lease had remained in effect until the expiration of the then current term, minus the fair rental value of the Premises for the same period.

Nothing contained herein shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency, by reason of the termination, an amount equal to the maximum allowed by any statute or rule in effect at the time when, and governing the proceeding in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damage referred to above.

23.1 SELF-HELP. If Tenant shall default in the performance or observance of any 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 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 amount paid or any 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 notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of Rent due hereunder.

23.2 EXPENSES AND FEES. Tenant agrees to pay on demand the Landlord's expenses, including reasonable attorneys' fees, paralegal fees and all costs incurred in enforcing any obligation of the Tenant under this Lease or in curing any default by the Tenant under this Lease.

23.3 JURY TRIAL WAIVER. Tenant 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 Lease.

23.4 NOTICE TO LANDLORD. 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 or such additional time as is reasonably required to correct such default after written notice by Tenant to Landlord specifying the default.

24. REIMBURSEMENT FOR COSTS, ATTORNEYS' FEES. If Landlord or any of Landlord's agents or employees shall become a party to or participate in any judicial or

administrative proceeding which arises as a result of Landlord being a party to this Lease, Tenant shall pay and indemnify Landlord against all costs and charges, including reasonable attorneys' fees, which Landlord or Landlord's agents or employees shall incur.

25. FERNALD FIELD RESTRICTIONS. This Lease is subject to all existing restrictions, or any restriction that may be imposed in the future, by the federal government on the use or maintenance of Fernald Field.

26. RECORDING. This Lease shall not be recorded in any registry of deeds or other public office, but each party agrees to execute, acknowledge, and deliver, at the request of the other party, a memorandum of this Lease in appropriate form for recording, in accordance with Maine statute. Such memorandum will not set forth the rental or other charges payable by Tenant under this Lease, and shall expressly state that it is not intended to vary the terms or conditions of this Lease.

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

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

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

30. PRIOR LEASE. This Lease supersedes and replaces any prior lease between the parties related to the Premises.

31. COUNTERPARTS. This Agreement, and any amendments hereto, may be executed in several counterparts and when executed shall constitute one agreement binding upon all of the parties hereto, notwithstanding that all are not signatories to the original or the same counterpart.

32. ELECTRONIC SIGNATURES. Electronic signatures, including signatures through DocuSign or similar electronic document signature services, shall be deemed binding on the parties.

[Signature Page Follows]

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

LANDLORD:

TOWN OF WINTERPORT  
WINTERPORT TOWN COUNCIL

By: MDE

By: \_\_\_\_\_

By: John Jones

By: \_\_\_\_\_

By: Cory L

Tommy Higer

TENANT:

WINTERPORT DRAGWAY  
ASSOCIATION

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By:  
Its:  
Hereunto Duly Authorized

## SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is entered into this 3 day of April, 2025, by and between **WINTERPORT DRAGWAY ASSOCIATION, INC.** ("Sublessor"), a Maine corporation with a mailing address of 52 Clark Rd, Winterport, Maine 04496 and **JOSEPH TYLER D/B/A DEB'S VARIETY** ("Sublessee"), with a mailing address of 75 Goshen Rd, Winterport, Maine 04496.

### RECITALS

A. Sublessor is the tenant pursuant to a Lease Agreement (hereinafter referred to as "the Lease") between Sublessor and The Inhabitants of the Town of Winterport (the "Landlord") dated April 3, 2025, for, among other things, certain real estate located in Winterport, Maine.

B. Sublessor desires to sublease a portion of said real estate to Sublessee.

NOW THEREFORE in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Subleased Premises. Sublessor hereby subleases unto Sublessee, and Sublessee hereby subleases from Sublessor, approximately 0.5 acres of land, containing a subsurface septic tank and space for two portable buildings or a food truck, which is a portion of the premises known as Fernald Field, which is located in Winterport, Maine (the "Subleased Premises").

### 2. Term

A. Term. The Sublease shall begin on April 3, 2025 (the "Commencement Date") and expire as of Midnight December 31, 2025. Notwithstanding the foregoing, in the event that the Lease is terminated, this Agreement shall terminate.

3. Rent. Sublessee shall pay rent to Sublessor in the amount of one dollar (\$1.00) per month, payable in advance on the first day of each month, and proportionately at said rate for any portion of any calendar month during the term of this Sublease. All rental payments shall be made to Sublessor at 52 Clark Rd, Winterport, Maine 04496 or at such other address and payee as may be provided by Sublessor to Sublessee in writing from time to time.

5. Use of the Leased Premises. Sublessee shall use the Subleased Premises solely for the following purposes related to Sublessee's business: a snack-shack vendor. Sublessee shall only use the Subleased Premises during the Holding Period as defined in the Lease, and Sublessee's use is restricted to the days, hours, limitations, restrictions, and covenants described

in the Lease, including, but not limited to, the terms of Section 6 of the Lease. Sublessee will be allowed to keep existing temporary structures in place throughout the terms of the lease agreement. Sublessee shall obtain, at Sublessee's expense, all permits, licenses, and approvals required by any federal, state, or local authority related to Sublessee's use of the Subleased Premises. Sublessee shall not permit any nuisance on the Subleased Premises, nor use or permit any use of the Subleased Premises that is contrary to any law or ordinance, nor permit any use that would invalidate any policy of insurance or materially or adversely affect the value of the Subleased Premises. Sublessee shall, throughout the term of this Agreement and at Sublessee's sole expense, promptly observe, comply with and execute all laws and regulations of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof.

6. Subletting or Assignment. Sublessee shall not, without prior written consent of Sublessor, make any mortgage or assignment of this Sublease or sublet the Subleased Premises or any portion thereof to any entity other than one owned solely by Sublessee. Notwithstanding the foregoing, Sublessee is bound by the terms of the Lease pertaining to Assignment or Subletting.

7. Terms and Conditions. Except as otherwise provided herein, this Sublease is subject to all of the terms and conditions of the Lease attached hereto as Exhibit A. Sublessee agrees to perform and observe and be bound by all of the duties, covenants and conditions which are the obligation of the Tenant under the Lease, insofar as they pertain to the Subleased Premises, and Sublessee agrees to hold Sublessor harmless from and against any liabilities incurred under the Lease by reason of Sublessee's failure to comply with such obligations or by reason of Sublessee's use of the Subleased Premises. Sublessee acknowledges that Sublessor does not agree to perform the obligations of the Landlord under the Lease; Sublessor will, however, use its best efforts to obtain performance by the Landlord under the Lease.

8. Default by Sublessee. In the event of any default in any of the covenants of Sublessee contained herein or incorporated hereby by reference, Sublessor may reenter the Subleased Premises and terminate this Sublease by providing Sublessee ten (10) day written notice and said termination shall be without prejudice to any other remedies which may be available to Sublessor.

9. Default by Sublessor. The Sublessor agrees to perform and observe all the duties which are the obligation of the Tenant to the Landlord, and Sublessor agrees to hold Sublessee harmless from and against any liabilities incurred by reason of Sublessor's failure to comply with said obligations or by reason of Sublessor's use of its portion of the Leased Premises. If Sublessor shall be in default of any of its obligations to the Landlord, then Sublessee, may at its election, cure the default to the Landlord to the extent that Sublessee reasonably believes the same to be necessary to protect Sublessee's interest in the Subleased Premises, and in such event all acts incurred by Sublessee, other than those obligations which are the responsibility of Sublessee hereunder, shall be for the account and at the expense of Sublessor.

10. Insurance. Sublessee agrees to maintain a \$1 million dollar liability insurance policy as required by the landlord. Sublessee also agrees to name Sublessor and Landlord as additional insureds and as loss payees.

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

12. Prior Sublease. This Sublease supersedes and replaces any prior Sublease between the parties related to the Premises.

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

SUBLESSOR:

WINTERPORT DRAGWAY  
ASSOCIATION

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By:  
Its:  
Hereunto duly authorized

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Joseph Tyler, d/b/a Deb's Variety

LANDLORD'S CONSENT TO SUBLEASE

**The Inhabitants of the Town of Winterport**, Landlord pursuant to a certain Lease Agreement with **Winterport Dragway Association, Inc.** dated as of April 2, 2025, hereby agrees to the sublease of a portion of the Leased Premises to **Joseph Tyler d/b/a Deb's Variety** pursuant to this Sublease Agreement dated July 24, 2025.

TOWN OF WINTERPORT  
WINTERPORT TOWN COUNCIL

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_