

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

TRACK LICENSE

This agreement is made and entered into this 6th day of July, 2016, by MAINE DEPARTMENT OF TRANSPORTATION (hereinafter called "Department"), and MAINE YACHT CENTER (hereinafter called "Licensee") for the use of railroad property in Portland, Maine for the purposes of moving boats to storage on Presumpscot Street (hereinafter called "Siding") located on Department's Berlin Subdivision being formerly owned by the St. Lawrence & Atlantic Railway. Said Siding is shown in blue on the attached plan designated as Exhibit A.

Licensee herein acknowledges that the term Department, wherever used in this agreement, shall include not only the Maine Department of Transportation, but also any Operator licensed by the Department of Transportation, to provide rail service on the Berlin Subdivision. This License shall be subject to the following terms and conditions:

1. **TERM:** The Term of the License will commence on the date written above and run from year to year or until suspended or terminated at any time and for any reason by either party by means of 10 months written notice. The provisions of Paragraph 12 herein shall survive any termination.
2. **RENT:** Licensee agrees to pay as rental for the premises on an annual basis the sum of Five Hundred Dollars (\$500.00) payable in advance every year and made payable to "Treasurer, State of Maine."
3. **RENT ADJUSTMENT:** The Department reserves the right to review the rental rate in advance of the annual anniversary date of this License.
4. **OCCUPANCY:** Licensee agrees that the premises shall be used and occupied by Licensee for the purposes of moving boats between Licensee's storage facility on Presumpscot Street and the Portland waterfront. Neither the premises nor any part thereof shall be used at any time during the term of this License by Licensee for any other purpose. Licensee's use of the premises shall not interfere in any way with the operation of the railroad track, including without limitation the movement of trains thereon. The parties to this agreement acknowledge that the licensed property currently has no rail operations. Should regular rail operations return the parties agree that this license will need to be amended or possibly terminated pursuant to Section #1 above. Licensee shall be responsible for securing any permits or approvals necessary to its use of the premises and shall comply with all environmental and sanitary laws, and all statutes, ordinances, rules, and orders of appropriate governmental authorities pertaining to the premises, to its activities thereon and to all other activities occurring in connection with the exercise of the rights granted under this agreement.

5. UTILITIES: Department shall pay for the following: None. Licensee shall pay for the following: all utilities and any local, State or Federal taxes and assessments which are imposed on equipment or structures used or constructed for the purpose of unloading the boats.

6. ASSIGNMENT AND SUBLETTING: Licensee shall not sublet the Siding, or any part thereof, or assign this License.

7. MAINTENANCE AND REPAIR: Licensee shall, at its own expense, keep and maintain the Siding in good and sanitary condition during the term of this License and not suffer waste to same. Licensee shall have track inspected by a qualified track inspector, twice annually spring and fall prior to moving boats. Any track defects found shall be repaired by Licensee's expense.

8. ALTERATIONS: There shall be no alterations to the Siding or other improvements thereon without the prior written consent of Department. Upon the prior written consent of Department, and at Licensee's own cost and expense and on terms and conditions satisfactory to Department, Licensee may construct and maintain improvements on the License premises. It is understood that the Licensee will construct and maintain two areas to access the rail line on either end for Licensee's equipment to access the line.

9. INSURANCE: Licensee shall at all times carry personal property and equipment insurance sufficient to cover the value of all personal property and equipment on the Department's property. Licensee shall carry insurance coverage in an amount not less than \$2,000,000.00 for both personal injury and property damage occurring as a result of Licensee's activities and presence on, and its use, alteration and occupation of any of the Department's property. This coverage shall apply to any and all claims or causes of action resulting in death, bodily injury or property damage and shall be applicable to all such claims brought by any person or arising out of any single occurrence or in the aggregate. Licensee shall provide proof of the above-described insurance upon request by the Department. Failure to maintain this required insurance coverage shall result in the automatic termination of this License.

10. DANGEROUS MATERIALS: At no time shall Licensee transport hazardous materials on the Siding. For purposes of this License, "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, oil or petroleum products (other than those used for and in motor vehicles on the Premises), asbestos, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §2802, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901, et seq.), applicable Maine Statutes (including 38 M.R.S.A. §1361, et seq.); and in the regulations adopted and publications promulgated pursuant thereto. The provisions of this Section shall be in addition to any other obligations and liabilities Licensee may have to Licensor at common law, and shall survive cancellation or termination of this License.

11. RIGHT OF ENTRY: Licensee shall allow Department to enter the premises at all reasonable hours upon reasonable advance notice by Department. Licensee shall allow Department to enter the premises at all times in the case of an emergency. Furthermore,

Department need not give Licensee notice of its intent to enter when it is impracticable to do so or an emergency exists. Department retains the right to use the premises during the term hereof so long as such use does not actually interfere in the Licensee's activities.

12. INDEMNIFICATION AND WAIVER: Licensee shall indemnify and save Department harmless from all liability, loss, cost, damage, harm or expense, including attorney's fees, arising out of or relating to Licensee's use and occupation of the Department's property. Licensee agrees to hold Department harmless from any claims for damages no matter how caused. Licensee waives all present and future claims against Department, as such, that might be considered as exceptions to the immunity otherwise provided to Department by the Maine Tort Claims Act.

13. ACCESS: Licensee shall be solely responsible for obtaining any other rights of access required for its purposes.

14. NO WARRANTIES: Department makes no warranty or representation about the condition of the premises and it shall be the Licensee's responsibility to determine whether any improvements to the premises are necessary in order to allow its use thereof. In the event such improvements are required, the work shall be performed by the Licensee at the expense of the Licensee, subject to the provisions of Paragraph 8 of this License, and all such improvements shall be the property of the Department.

15. SEVERABILITY: Should a provision or any part of this agreement be declared void by a court of competent jurisdiction, the other provisions and parts of this agreement shall remain in force.

16. SURRENDER: Licensee shall surrender the premises to Department within 10 months of the expiration or sooner termination of the License. If License is terminated prior to expiration date by Department due to a need for the land for rail operations, said premises to be restored to the same conditions as when received.

17. HOLDING OVER: Any holding over by Licensee under this License, without Department's written consent, shall constitute trespass. The parties mutually agree that any personal property placed on the property by the Licensee and remaining on the Department's property fifteen (15) days after the termination of this License shall be deemed abandoned and title thereto shall vest automatically in the Department.

18. NONPAYMENT OF RENT OR OTHER DEFAULT: Upon default in the payment of rent, or any part thereof, or if any default is made in the performance of any of the terms or conditions described above, the License shall terminate immediately at the option of the Department. Department shall give Licensee written notice of such termination.

19. WAIVER: Waiver by Department of any breach of condition under this License must be in writing and is not a waiver of any other condition or duty of Licensee or of any subsequent breach of the same condition or duty.

20. NOTICES: All communications and notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served in hand or by certified mail addressed as follows or such other address as they may designate in writing from time to time:

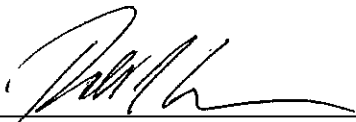
TO DEPARTMENT: Attention: Director, Office of Freight Transportation
State of Maine
Department of Transportation
#16 State House Station
Augusta, Maine 04333-0016

TO LESSEE: Attention: General Manager
Maine Yacht Center
100 Kensington Street
Portland, ME 04103

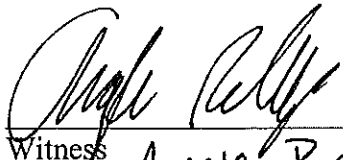
IN WITNESS WHEREOF, the parties have executed this License on the date first written above.

STATE OF MAINE DEPARTMENT
OF TRANSPORTATION

Julia M. Picard
Witness

By 
Robert D. Elder, Director
Office of Freight Transportation

MAINE YACHT CENTER


Witness
Angela Roberge


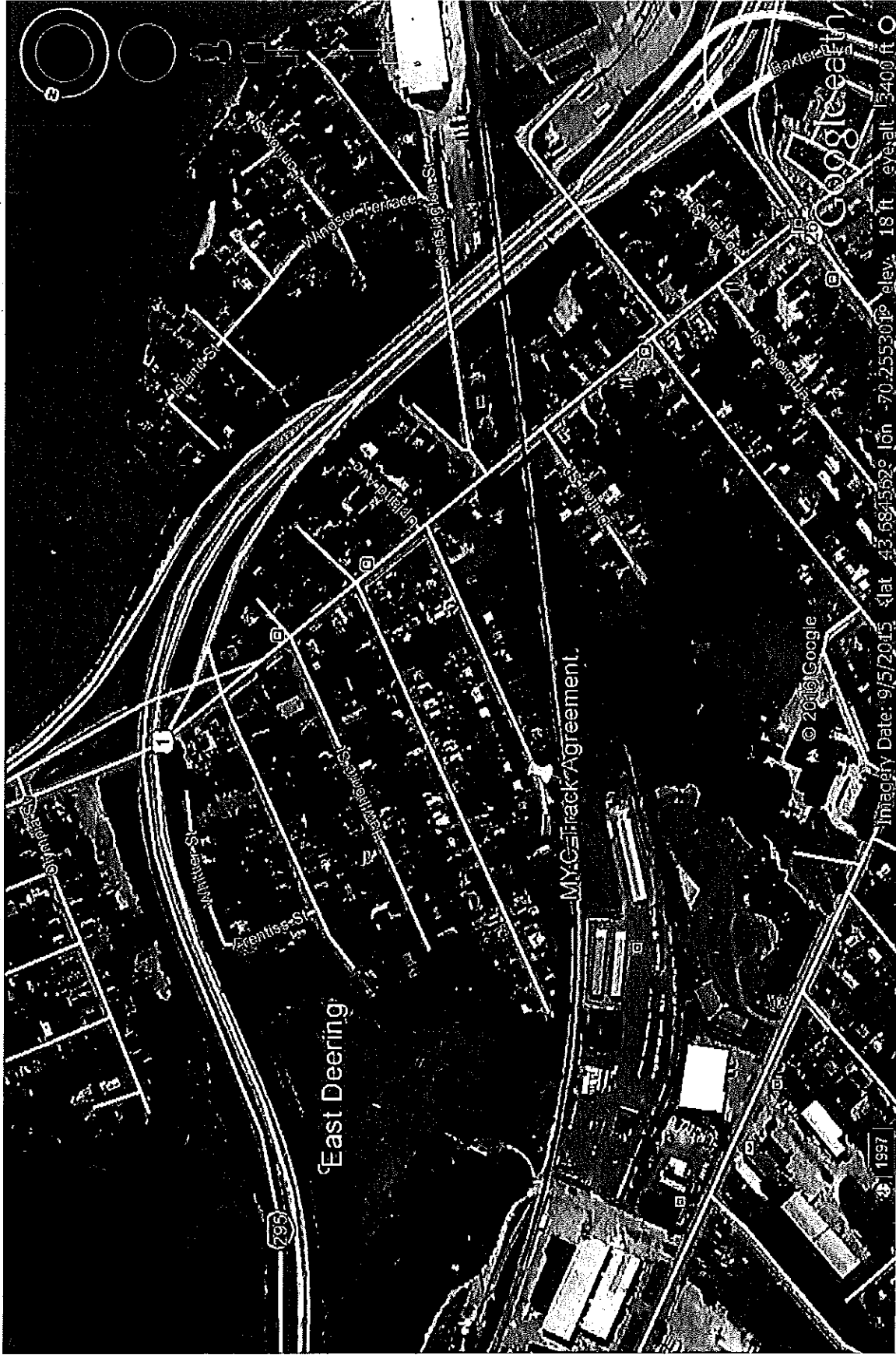
By 
Printed Name: BRIAN A HARRIS
Title: General Manager

EXHIBIT A



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

AMENDMENT 1 TO TRACK LICENSE DATED 07/06/16


This Amendment dated 9/29/16 to the Track License dated 07/06/16 between the parties hereby documents the Department's consent to track alterations that include the removal of three track switches in the licensed area to facilitate improved use by the Licensee of the track. Both parties agree that any or all of these switches will be reinstalled by the Licensee within 60 days upon request of the Department.

Licensee acknowledges that the cost of removal of these switches and their reinstallation upon request of the Department will be the responsibility of Licensee. Licensee acknowledges responsibility for secure storage all switch components removed, protecting them from theft, loss, or damage of any kind.

IN WITNESS WHEREOF, the parties have executed this License Amendment effective on the date written above.

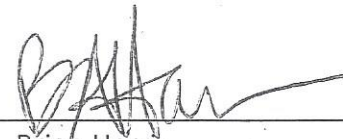
STATE OF MAINE DEPARTMENT
OF TRANSPORTATION

Juliam. Picard
Witness

By 
Robert D. Elder, Director
Office of Freight Transportation

MAINE YACHT CENTER


Witness 10/3/16

By 
Brian Harris
General Manager 10/3/16