

To: Auburn Planning Board

From: Natalie Thomsen, Planning Coordinator

Re: 67 Kittyhawk Avenue: Temporary Fire Station Facility: The Planning Board will host a public hearing and act on a site plan review application submitted by Port City Architecture on behalf of the City of Auburn for the construction of a temporary fire station facility and associated site improvements at 67 Kittyhawk Avenue (City Assessor's Parcel ID 131-003). The subject property is located within the Industrial zoning district, and the application is subject to review under Chapter 60, Article XVI, Division 2 – Site Plan Review and Division 3 – Special Exception.

Date: July 8, 2025



I. PROPOSAL – The City of Auburn, in collaboration with Port City Architecture, has submitted a Site Plan Review application for the redevelopment of 67 Kittyhawk Avenue identified as Tax Map Lot 131-003 within the Industrial zoning district. The proposal includes the temporary relocation of the Auburn Fire Department's Central Station during the construction of a new public safety facility. The project includes minor interior renovations to an existing industrial facility. No exterior site changes are proposed.

II. ZONING CONSIDERATIONS –

The site is located in the Industrial Zoning District. The proposed use—a public safety service facility—is permitted in this district as a Special Exception pursuant to Sec. 60-578 - Use Regulations. As the proposal involves the temporary reuse of an existing building with no significant site or structural changes, the dimensional standards set forth in Sec. 60-579 - Dimensional Regulations are not applicable in this case. The existing site conditions remain unchanged.

PARKING & ACCESS MANAGEMENT STANDARDS -

The site currently functions as a commercial trucking facility with established access points, circulation patterns, and parking areas. The applicant's narrative confirms that vehicle and pedestrian circulation will remain unchanged, with public parking at the front of the building and secured employee and apparatus parking at the rear. This layout supports emergency operations by separating fire apparatus movement from public access.

As the proposal involves reuse of an existing building and site infrastructure, the project meets the intent of Section 60-608 – Off-Street Parking and Loading Standards, though no new spaces are proposed. Given the temporary nature and use for emergency services, the emphasis is on maintaining clear and unobstructed access for fire vehicles.

The project does not trigger a Traffic Movement Permit under MDOT regulations as it will not generate more than 100 peak-hour trips. Driveways and circulation routes are existing and reviewed by staff, with no modifications required under Article X – Access Management Standards.

Pedestrian access is adequate for the current use, and no new sidewalk or crosswalk improvements are proposed due to the internal-only nature of the renovation and limited public access.

☒ Standard Met

IV. WETLANDS/STORMWATER -

The proposed project involves no exterior site work or expansion of impervious surfaces. As such, it does not trigger stormwater permitting thresholds under Chapter 500 of the MDEP regulations or local ordinance. Existing drainage systems on-site will remain in use without modification.

There are no mapped wetlands or flood hazard areas on the property, and the temporary reuse of the building will have no impact on natural resources or stormwater flow. Staff finds that the project complies with the intent of Sec. 60-1069 – Erosion and sedimentation controls, and no further review is required.

☒ Standard Met

V. OTHER PERTINENT ITEMS -

The property is located within the Airport Industrial Airpark and is therefore subject to the Protective Covenants established for that subdivision. The applicant has acknowledged these covenants in their narrative and confirmed that the proposed temporary use complies with all applicable standards.

Additionally, any signage associated with this project must comply with the more restrictive of the Airpark covenants or city zoning standards under Sec. 60-637 – General Sign Regulations. At this time, no new signage is proposed.

The applicant has confirmed that no changes are proposed to existing exterior lighting. The current lighting setup is consistent with the property's prior use as a trucking facility and is not expected to produce additional glare or off-site impacts. As the property is within the Airport Industrial Airpark, all existing and future lighting must also comply with the Airpark performance standards, which prohibit lighting that may distract or interfere with aircraft navigation.

The Community Impact and Needs Analysis, required under Sec. 60-145(3)(a) for public safety service uses, has been submitted and will be reviewed by the City Council on July 7, 2025, an update will be provided on the finding of fulfilling the requirement for Council authorization or delegation.

No waivers are requested, and the project does not trigger review thresholds under MDEP or MDOT delegated review authority.

VI. DEPARTMENT REVIEW-

- a. Police-** ✓
- b. Auburn Water and Sewer-** ✓
- c. Fire Department/Code Enforcement –** ✓
- d. Engineering –** ✓
- e. Public Services-** ✓
- f. Airport –** ✓

VII. PLANNING BOARD ACTION- The proposed project requires review and findings for approval of Sections 60-1277 and 60- 1336 :

A. Site Plan Review, Section 60-1277:

1. Does the site plan protect adjacent areas against detrimental or offensive uses on the site by provision of adequate surface water drainage, buffers against artificial and reflected light, sight, sound, dust and vibration; and preservation of light and air?
2. Is the convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent areas adequately addressed?
3. Are the proposed methods of disposal for wastes adequately addressed?
4. Does the site plan provide adequate protection of environment features on the site and adjacent areas?

B. Special Exception, Section 60-1336. - The board shall require evidence of the following:

1. That the special exception sought fulfills the specific requirements, if any, set forth in the zoning ordinance relative to such exception.
2. That the special exception sought will neither create nor aggravate a traffic hazard, a fire hazard or any other safety hazard.
3. That the special exception sought will not block or hamper the master development plan pattern of highway circulation or of planned major public or semipublic land acquisition.
4. That the exception sought will not alter the essential characteristics of the neighborhood and will not tend to depreciate the value of property adjoining and neighboring the property under application.
5. That reasonable provisions have been made for adequate land space, lot width, lot area, stormwater management in accordance with section 60-1301 (14), green space, driveway layout, road access, off-street parking, landscaping, building separation, sewage disposal, water supply, fire safety, and where applicable, a plan or contract for perpetual maintenance of all the common green space and clustered off-street parking areas to ensure all such areas will be maintained in a satisfactory manner.
6. That the standards imposed are, in all cases, at least as stringent as those elsewhere imposed by the city building code and by the provisions of this chapter.
7. That essential city services which will be required for the project are presently available or can be made available without disrupting the city's master development plan.

VIII. STAFF RECOMMENDATIONS -

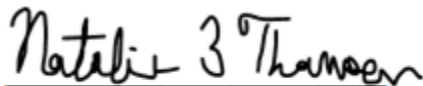
Staff recommends the Planning Board find that the Site Plan for the proposed development, meets the requirements of Sec. 60-1277, and further that the application meets the requirements of Special Exception Law, Sec. 60-1336, and APPROVE the project application. Staff recommends the following conditions:

- ❖ *No development activity until any bonding or inspection fees are determined by the Auburn Engineering Department.*
- ❖ *Blasting permit in advance of blasting from the City of Auburn, Planning, Permitting and Code Department.*

Suggested Motions:

I make a motion that the proposal meets the requirements of Sections 60-1277 and 60- 1336 and approve the Site by Port City Architecture on behalf of the City of Auburn for the construction of a temporary fire station facility and associated site improvements at 67 Kittyhawk Avenue (City Assessor's Parcel ID 131-003) . The proposed project has met the standards pursuant to Chapter 60, Article XVI, Division 2- Site Plan Review and Division 3 – Special Exception with the following conditions:

- A. No development activity until any bonding or inspection fees are determined by the Auburn Engineering Department.*
- B. Blasting permit in advance of blasting from the City of Auburn, Planning, Permitting and Code Department.*



Natalie Thomsen
Planning Coordinator



June 27, 2025

Auburn Maine Planning Board
60 Court Street
Auburn, ME 04210
207-333-6600

Subject: 67 Kittyhawk Avenue – Fire Department Temporary Relocation

Narrative for Special Exception and Site Plan Criteria – Auburn Maine

Dear Planning Board,

The City of Auburn is seeking a special exception at 67 Kittyhawk Avenue for the use of a Temporary Fire Station in the Industrial District. The Fire Department needs a space to run operations out of during the construction of the New Public Safety project that will replace their current Central Station on Minot Ave. The site has been deemed acceptable by the Fire Chief to meet their needs with little to no changes. There is minimal work being done internally of the building to meet the needs of the Fire Department. The property is also located in the Airpark subdivision and must meet the covenants. There are no changes being made to lighting, the building, parking, or lot coverage. The current site meets all the requirements of the covenants. Vehicle circulation and pedestrian circulation shall remain the same as the current use of a trucking facility.

A. Site Plan Review, Section 60-1277:

1. Does the site plan protect adjacent areas against detrimental or offensive uses on the site by provision of adequate surface water drainage, buffers against artificial and reflected light, sight, sound, dust and vibration; and preservation of light and air?

The current facility is being used by a truck shipping company which has multiple semi-trucks entering and leaving the facility each day. The overall day to day activity on the site will decrease.

2. Is the convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent areas adequately addressed?

The public parking is located on the front of the building and the employee parking is located behind the gates. This adequately meets vehicular and pedestrian



movement for a Fire Station. The separation of the public parking from the apparatus movement is a major component for times when an emergency call comes through.

3. Are the proposed methods of disposal for wastes adequately addressed?

Yes, there are two existing dumpsters for waste on site.

4. Does the site plan provide adequate protection of environmental features on the site and adjacent areas?

There are no changes to the site for the protection of environmental features.

Thank you for your consideration –

Port City Architecture
65 Newbury Street
Portland, ME 04101
207-761-9000



City of Auburn, Maine

Office of Planning & Permitting

Eric J. Cousens, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

Development Review Application

PROJECT NAME: Auburn Fire Department Temporary Relocation

PROPOSED DEVELOPMENT ADDRESS: 67 Kittyhawk Avenue

PARCEL ID #: 131-003

REVIEW TYPE: Site Plan ☒ Site Plan Amendment ☐
 Subdivision ☐ Subdivision Amendment ☐

PROJECT DESCRIPTION: This is a temporary location for the Fire Department as the Central Station is torn down and a new Public Safety Facility is built. There is no anticipated sitework and very minimal interior work being done to accomodate the Fire Department.

CONTACT INFORMATION:

Applicant

Name: Port City Architecture

Address: 65 Newbury Street

City / State Portland / Maine

Zip Code 04101

Work #: 207-761-9000

Cell #:

Fax #:

Home #:

Email: curtis@portcityarch.com

Property Owner

Name: City of Auburn

Address: 60 Court Street

City / State Auburn / Maine

Zip Code 04210

Work #: 207-333-660

Cell #:

Fax #:

Home #:

Email: dgoyette@auburnmaine.gov

Project Representative

Name: Curtis Robinson

Address: 65 Newbury Street

City / State Portland / Maine

Zip Code 04101

Work #: 207-761-9000

Cell #:

Fax #:

Home #:

Email: curtis@portcityarch.com

Other professional representatives for the project (surveyors, engineers, etc.),

Name:

Address:

City / State

Zip Code

Work #:

Cell #:

Fax #:

Home #:

Email:

PROJECT DATA

The following information is required where applicable, in order complete the application

IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	_____ 206,680 sq. ft.
Proposed Total Paved Area	_____ 193,476 sq. ft.
Proposed Total Impervious Area	_____ 206,680 sq. ft.
Proposed Impervious Net Change	_____ 0 sq. ft.
Impervious surface ratio existing	_____ 75 % of lot area
Impervious surface ratio proposed	_____ 75 % of lot area

BUILDING AREA/LOT

COVERAGE

Existing Building Footprint	_____ 12,500 sq. ft.
Proposed Building Footprint	_____ 12,500 sq. ft.
Proposed Building Footprint Net change	_____ 0 sq. ft.
Existing Total Building Floor Area	_____ 15,000 sq. ft.
Proposed Total Building Floor Area	_____ 15,000 sq. ft.
Proposed Building Floor Area Net Change	_____ 0 sq. ft.
New Building	_____ no (yes or no)
Building Area/Lot coverage existing	_____ 5 % of lot area
Building Area/Lot coverage proposed	_____ 5 % of lot area

ZONING

Existing	_____ Industrial Zone - ID _____
Proposed, if applicable	_____

LAND USE

Existing	_____ Trucking Company _____
Proposed	_____ Municipal Building _____

RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units	_____
Proposed Number of Residential Units	_____
Subdivision, Proposed Number of Lots	_____

PARKING SPACES

Existing Number of Parking Spaces	_____ 32 _____
Proposed Number of Parking Spaces	_____ 32 _____
Number of Handicapped Parking Spaces	_____ 2 _____
Proposed Total Parking Spaces	_____ 32 _____

ESTIMATED COST OF PROJECT:

\$500,000

DELEGATED REVIEW AUTHORITY CHECKLIST

SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	_____ sq. ft.
Proposed Disturbed Area	_____ sq. ft.
Proposed Impervious Area	_____ sq. ft.

1. If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with MDEP.
2. If the proposed impervious area is greater than one acre including any impervious area created since 11/16/05, then the applicant shall apply for a MDEP Stormwater Management Permit, Chapter 500, with the City.
3. If total impervious area (including structures, pavement, etc) is greater than 3 acres since 1971 but less than 7 acres, then the applicant shall apply for a Site Location of Development Permit with the City. If more than 7 acres then the application shall be made to MDEP unless determined otherwise.
4. If the development is a subdivision of more than 20 acres but less than 100 acres then the applicant shall apply for a Site Location of Development Permit with the City. If more than 100 acres then the application shall be made to MDEP unless determined otherwise.

TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing (Since July 1, 1997)	_____ passenger car equivalents (PCE)
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Total traffic estimated in the peak hour-proposed (Since July 1, 1997)	_____ passenger car equivalents (PCE)
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If the proposed increase in traffic exceeds 100 one-way trips in the peak hour then a traffic movement permit will be required.

Zoning Summary

1. Property is located in the _____ zoning district.

2. Parcel Area: _____ acres / _____ square feet(sf).

Regulations	<u>Required/Allowed</u>	<u>Provided</u>
Min Lot Area	_____	/
Street Frontage	_____	/
Min Front Yard	_____	/
Min Rear Yard	_____	/
Min Side Yard	_____	/
Max. Building Height	_____	/
Use Designation	_____	/
Parking Requirement	1 space/ per _____	square feet of floor area
Total Parking:	_____	/
Overlay zoning districts (if any):	_____	/
Urban impaired stream watershed?	YES/NO If yes, watershed name _____	

DEVELOPMENT REVIEW APPLICATION SUBMISSION

Submissions shall include fifteen (15) complete packets containing the following materials:

1. 5 Full size plans and 10 smaller (no larger than 11" x 17") plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed by the property owner or designated representative.
(NOTE: All applications will be reviewed by staff and any incomplete application will not be accepted until all deficiencies are corrected.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

Refer to the application checklist for a detailed list of submittal requirements.

To view the City of Auburn Zoning Ordinance, go to:

www.auburnmaine.gov under City Departments / Planning, Permitting & Code / Subdivisions / Land Use / [Zoning Ordinance](#)

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, I certify that the City's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.

Signature of Applicant:



Date:

6/10/2025



City of Auburn, Maine

Office of Planning & Permitting

Eric J. Cousens, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

Development Review Checklist

The following information is required where applicable to be submitted for an application to be complete

PROJECT NAME: _____

PROPOSED DEVELOPMENT ADDRESS: _____

PARCEL #: _____

Required Information		Check when Submitted		Applicable Ordinance
		Applicant	Staff	
Site Plan				
	Owner's Names/Address			
	Names of Development			
	Professionally Prepared Plan			
	Tax Map or Street/Parcel Number			
	Zoning of Property			
	Distance to Property Lines			
	Boundaries of Abutting land			
	Show Setbacks, Yards and Buffers			
	Airport Area of Influence			
	Parking Space Calcs			
	Drive Openings/Locations			
	Subdivision Restrictions			
	Proposed Use			
	PB/BOA/Other Restrictions			
	Fire Department Review			
	Open Space/Lot Coverage			

<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
Landscape Plan		<i>Applicant</i>	<i>Staff</i>	
	Greenspace Requirements			
	Setbacks to Parking			
	Buffer Requirements			
	Street Tree Requirements			
	Screened Dumpsters			
	Additional Design Guidelines			
	Planting Schedule			
Stormwater & Erosion Control Plan		<i>Applicant</i>	<i>Staff</i>	
	Compliance w/ chapter 500			
	Show Existing Surface Drainage			
	Direction of Flow			
	Location of Catch Basins, etc.			
	Drainage Calculations			
	Erosion Control Measures			
	Maine Construction General Permit			
	Bonding and Inspection Fees			
	Post-Construction Stormwater Plan			
	Inspection/monitoring requirements			
Lighting Plan		<i>Applicant</i>	<i>Staff</i>	
	Full cut-off fixtures			
	Meets Parking Lot Requirements			
Traffic Information		<i>Applicant</i>	<i>Staff</i>	
	Access Management			
	Signage			
	PCE - Trips in Peak Hour			

<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
	Vehicular Movements			
	Safety Concerns			
	Pedestrian Circulation			
	Police Traffic			
	Engineering Traffic			
Utility Plan		<i>Applicant</i>	<i>Staff</i>	
	Water			
	Adequacy of Water Supply			
	Water main extension agreement			
	Sewer			
	Available city capacity			
	Electric			
	Natural Gas			
	Cable/Phone			
Natural Resources		<i>Applicant</i>	<i>Staff</i>	
	Shoreland Zone			
	Flood Plain			
	Wetlands or Streams			
	Urban Impaired Stream			
	Phosphorus Check			
	Aquifer/Groundwater Protection			
	Applicable State Permits			
	Lake Auburn Watershed			
	Taylor Pond Watershed			
Right, Title or Interest		<i>Applicant</i>	<i>Staff</i>	
	Verify			
	Document Existing Easements, Covenants, etc.			

<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
Technical & Financial Capacity		<i>Applicant</i>	<i>Staff</i>	
	Cost Est./Financial Capacity			
	Performance Guarantee			
State Subdivision Law		<i>Applicant</i>	<i>Staff</i>	
	Verify/Check			
	Covenants/Deed Restrictions			
	Offers of Conveyance to City			
	Association Documents			
	Location of Proposed Streets & Sidewalks			
	Proposed Lot Lines, etc.			
	Data to Determine Lots, etc.			
	Subdivision Lots/Blocks			
	Specified Dedication of Land			
Additional Subdivision Standards		<i>Applicant</i>	<i>Staff</i>	
	Mobile Home Parks			
	PUD			
A JPEG or PDF of the proposed site plan		<i>Applicant</i>	<i>Staff</i>	
Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving				

June 10, 2025

67 Kittyhawk Avenue – Fire Department Temporary Relocation

Narrative for Special Exception and Site Plan Criteria – Auburn Maine

The City of Auburn is seeking a special exception at 67 Kittyhawk Avenue for the use of a Temporary Fire Station in the Industrial District. The Fire Department needs a space to run operations out of during the construction of the New Public Safety project that will replace their current Central Station on Minot Ave. The site has been deemed acceptable by the Fire Chief to meet their needs with little to no changes. There is minimal work being done internally of the building to meet the needs of the Fire Department.

A. Site Plan Review, Section 60-1277:

1. Does the site plan protect adjacent areas against detrimental or offensive uses on the site by provision of adequate surface water drainage, buffers against artificial and reflected light, sight, sound, dust and vibration; and preservation of light and air?

The current facility is being used by a truck shipping company which has multiple semi-trucks entering and leaving the facility each day. The overall day to day activity on the site will decrease.

2. Is the convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent areas adequately addressed?

The public parking is located on the front of the building and the employee parking is located behind the gates. This adequately meets vehicular and pedestrian movement for a Fire Station. The separation of the public parking from the apparatus movement is a major component for times when an emergency call comes through.

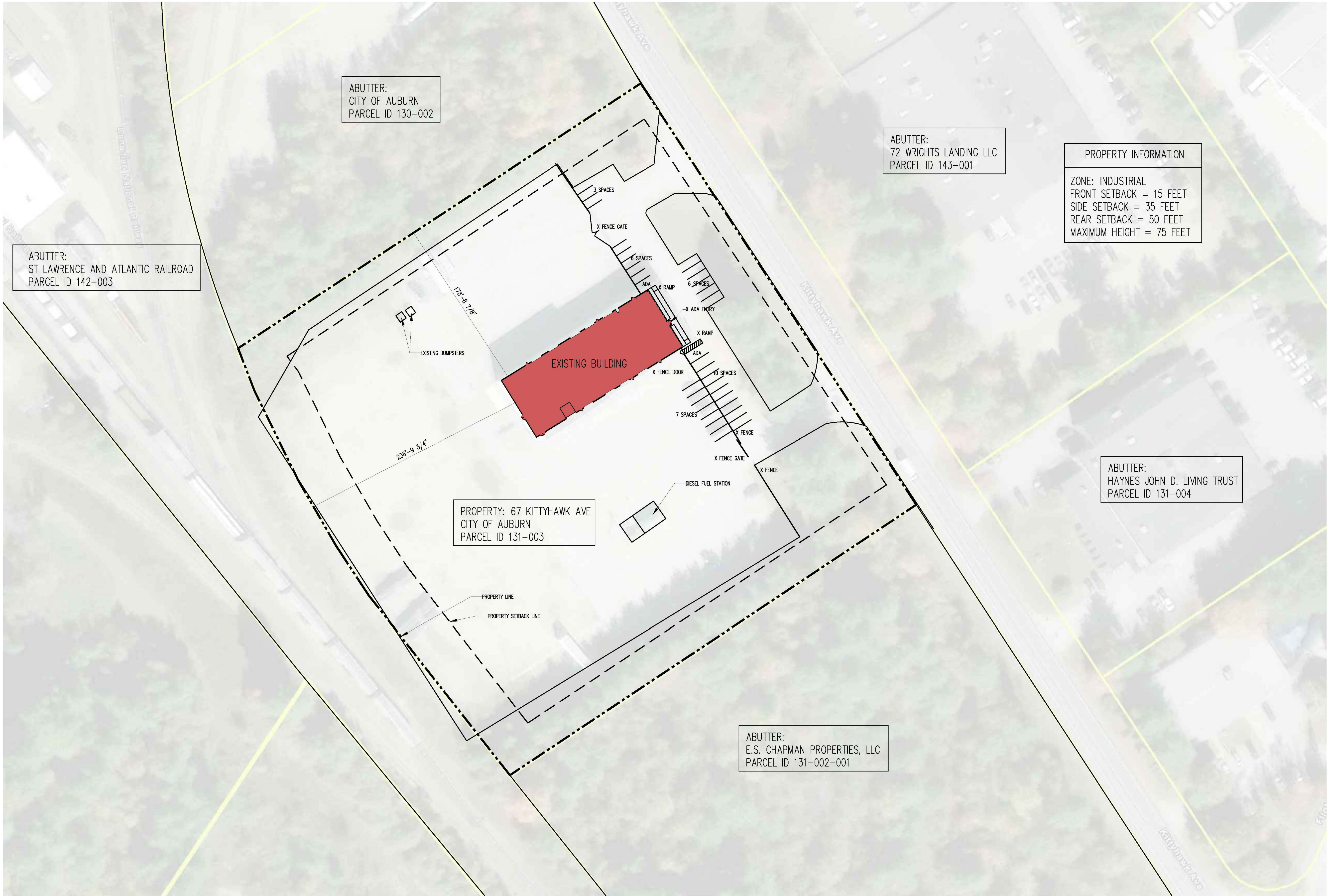
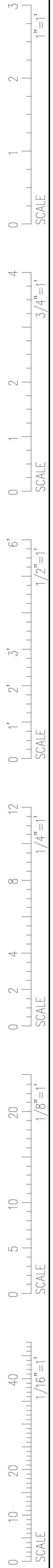
3. Are the proposed methods of disposal for wastes adequately addressed?

Yes, there are two existing dumpsters for waste on site.

4. Does the site plan provide adequate protection of environment features on the site and adjacent areas?

There are no changes to the site for the protection of environment features.

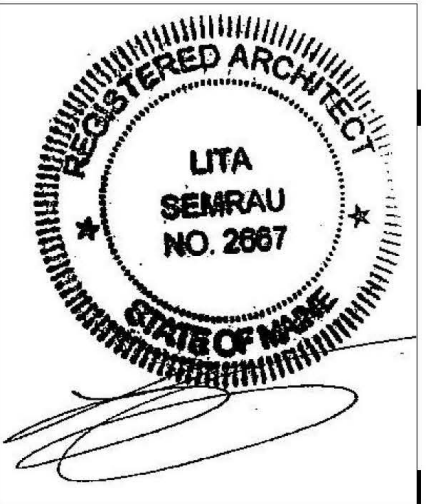
IF THIS SHEET IS NOT 24 X 36 IT IS A REDUCED SCALE PRINT - SCALE ACCORDINGLY



1 SITE PLAN
0 50' SCALE: 1" = 50'-0"



65 NEWBURY STREET
PORTLAND, ME 04101
207.761.9000
fax: 207.761.2010



AUBURN
KITTYHAWK
AUBURN , MAINE

Date Issued 6/10/2025

Project Number 24418

Scale

SHEET NAME

SITE PLAN

Drawn By

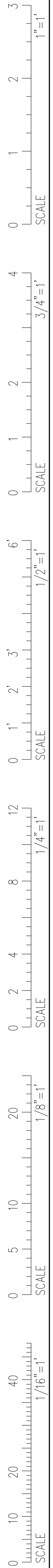
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Checked By

LAS

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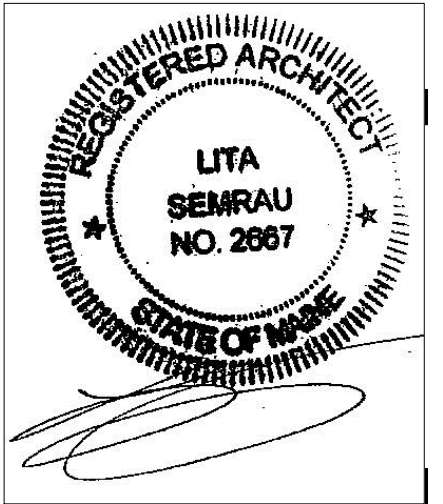
IF THIS SHEET IS NOT 24 X 36 IT IS A REDUCED SCALE PRINT - SCALE ACCORDINGLY



1 SITE PLAN
0 50' SCALE: 1" = 50'-0"



65 NEWBURY STREET
PORTLAND, ME 04101
207.761.9000
fax: 207.761.2010



AUBURN
KITTYHAWK
AUBURN , MAINE

Date Issued 6/10/2025

Project Number 24418

Scale

SHEET NAME

SITE PLAN

Drawn By

CR

Checked By

LAS

A0.1

PROTECTIVE COVENANTS
FOR THE
AUBURN-LEWISTON MUNICIPAL AIRPORT
INDUSTRIAL AIRPARK

Development Objectives

The Auburn-Lewiston Municipal Airport Board of Directors acting on behalf of the Cities of Lewiston and Auburn seek to provide prime development sites which can accommodate industries desiring immediate access to an airport, railroad, or interstate highway. Priority will be given to industries with transportation access requirements and which are compatible with the airport environment. The primary types of tenants desired include: (1) aviation related industry, (2) distribution centers, (3) general warehousing, (4) light manufacturing, (5) research and development, (6) engineering facilities, and other industries which frequently need air transportation, railroad or highway access.

Environmental Goal

A principle objective of the AIRPARK is to assure that the planned industrial development will be achieved in an orderly manner without creating adverse environmental impacts of any kind. These protective covenants serve to promote an aesthetically pleasing environment enhanced by abundant natural growth, without diminishing functional needs of the industries. Accomplishment of this objective will ensure a state of maximum compatibility between tenant industries and will preserve the natural environment.

Compliance

These regulations are intended to retain the integrity of the AIRPARK PLAN, protect tenants and property owners from encroachment of a neighboring industry, and to preserve the tangible qualities of property value. The following covenants are binding on each tenant and property owner and are a permanent part of each land lease or sale agreement. The Airport Manager shall oversee the AIRPARK and assure compliance with covenants. Exceptions and modifications to these covenants can only be made by the Airport Board of Directors with the written consent of a majority of the present property owners and tenants.

Long-Term Leases

Due to existing covenants and release conditions established by the federal government, lots in the AIRPARK may be sold only if approved by the federal government. Long-term leases

acceptable to financial lending institutions may also be negotiated if approved by the federal government.

Speculation Covenant for Leasing

All proposed construction must start within six months of the execution of a lease and must be completed before the expiration of the initial building permit. Reasonable extensions of time may nevertheless be granted where good cause therefore is shown. No subleasing of sites or buildings will be permitted without prior approval of the Airport Board of Directors. Non-compliance without reasonable justification will subject the tenant to forfeit its lease and the Board will refund any unused lease payments.

Speculation Covenant for Sales

If, after six months from the execution date of the sale agreement on the property the purchaser shall not have begun in good faith the construction of an acceptable building upon the purchased lot, the Airport Directors shall have the option to refund the purchase price and enter into possession of the property and the purchaser will reconvey any and all interest in the property by warranty deed free and clear of all encumbrances.

Right of First Refusal on Resales

Additionally, prior to any sale of land or buildings, the owner of such property shall notify the Airport Board of Directors in writing via registered mail of his or her intention to sell, describing the premises to be sold. The Airport Board of Directors shall have thirty days from the date of receipt of such notice to purchase said property at the same price as shall have been offered for same on a bona fide basis. Failure on the part of the Airport Board of Directors to notify in writing within thirty days, the owner, of its election to exercise said option shall free such owner to sell such premises to any person at a price not less than the price stated in the first refused offer to the Airport Board of Directors. The term "sale" as used in this paragraph shall not include a conveyance made by the owner to any member of his or her family, to a trust created for himself or herself or any member of his or her family or to any corporation of which the owner or spouse own at least twenty-five percent of the outstanding stock where the transfer is not made for the purpose of evading the Airport's right of first refusal. The term sale shall not include any mortgage given by the owner on the property, and further shall not include any foreclosure by foreclosure sale, deed in lieu of foreclosure, or any other lawful foreclosure proceeding, but after the completion of any of the foregoing transactions, the above restrictions apply.

Site Plan Approval

Before commencing any improvements to the site, the property owner or tenant shall submit site plans, building plans, and specifications to the Airport Board of Directors for approval. The

plans and specifications must conform to the performance standards of this Covenant and all existing State and local codes, regulations, and permit requirements. In the event that the Board shall fail to approve or disapprove such plans within 30 days after they have been submitted, such approval will not be required and this covenant will be deemed to have been complied with. Any disapproval will include specific reference to the points which the Board considers unacceptable.

Site Plan Content

Five copies of the Site Plan, certified by a Professional Engineer registered in the State of Maine, shall be drawn to a scale of not more than 40' to the inch and must include the following:

1. A layout plan showing all buildings, parking areas, circulation roads and walkways, landscaping (existing and proposed), and fencing or other screening.
2. Underground utility plan showing electric service, sewer and water connections, and other utility lines.
3. Proposed drainage plan.
4. Building plans including a plan view, elevation drawings of all faces, and exterior specifications.
5. Exterior lighting plan including types of fixtures proposed, locations and heights.
6. Description of any proposed sign(s).
7. Description of all structures: antennas, chimneys, etc., rising above the roof elevation. Give exact heights.

Performance Standards

The following standards are to be used by the Airport Board of Directors in judging applications for Site Plan reviews and shall serve as minimum requirements for approval of the Site Plan. The Site Plan will be approved unless in the judgment of the Board, the applicant is not able to reasonably meet one or more to these standards.

1. Airport Compatibility - Due to the AIRPARK'S location immediately adjacent to an airport, special consideration must be given to the following:

Maximum height of any structure must not exceed the imaginary surfaces of the Airport, which presently does not restrict below 50 feet above the runway elevation in the AIRPARK. The Auburn Zoning Ordinance requires a 45 ft. maximum building height.

Outside lighting and signs shall not represent a distraction to approaching aircraft which could potentially confuse pilots.

Radio frequency emissions must be avoided or shielded so as to cause no interference with airport navigational aids and/or aircraft-to-ground communications.

Lots 12 through 16 on the AIRPARK plan shall be reserved for companies requiring direct access to the airfield.

2. Compliance with the following State of Maine, Department of Environmental Protection regulations and any subsequent regulations enacted.

Special conditions for Industrial Park Approvals pursuant to the Site Location Development ACT (38 M.R.S.A. Sec. 483)

Development of individual lots within industrial parks which have received Board/Department of Environmental Protection approval pursuant to the Site Location of Development Act do not require further Board/Department approval providing the project meets all the following criteria:

- a. The individual lot development by itself does not require Site review because it does not fall within the definitions of a structure as noted in 38 M.R.S.A. Sec 482, Paragraph 6.
- b. The discharge to sanitary sewer contains only sanitary waste of less than 5000 gallons per day or where the developer has certification from the Bureau of Water Quality Control that the municipal sewer treatment system is sufficient to treat and dispose of the wastewater generated by the project.
- c. All disturbed areas not paved, used for building space or delineated paved parks and walkways are seeded prior to September 15 with a grass mixture tolerant of Maine climate or mulched with a binder prior to snow. The mulch shall be applied at the rate of 150 lbs. per 1000 sq. feet.
- d. A vegetative or architectural screen is developed to separate individual lots having significantly different uses. (i.e., office vs. warehousing vs. industrial.)
- e. All surface drainage systems from individual facilities are constructed in accordance with the overall park drainage system and do not cause water flow in excess of that for which the park

drainage system has been designed or do not cause water to flow outside prescribed drainage easements.

f. Solid waste from individual facilities is transported to a site or sites which are in conformance with State of Maine Solid Waste Management Regulations.

g. Traffic associated with individual facilities does not require relocation or modification of the originally approved park road system or existing roads.

h. Any discharge to the atmosphere other than heating units of less than 10 million b.t.u. input is licensed by the Bureau of Air Quality Control or certification from the Air Bureau that the discharge does not require a discharge license.

i. The applicant shall forward to the DEP a description of the lot usage plot plan of individual lots to insure that the Department maintains up to date industrial park records.

3. Site Preparation - Any earth movement should be accomplished to the advantage of good aesthetics and landscaping. This should include the flagging of trees prior to site development and the selective retention of trees.

Provision should be made for on-site sedimentation/siltation and erosion control by the developers. Disruption of natural drainage shall be minimized.

4. Landscaping/Screening - the required setback areas shall be at least 70 percent landscaped with lawns, trees, or shrubs. The first 5 feet of side and rear setbacks shall be maintained as landscaping except where occupied by a railsiding. Maximum use is required of screen planting, bushes, and approved decorative fences as buffer zones between lots and around parking areas. All loading docks and outdoor storage areas shall be screened in this manner.

5. Land-to-Building Ratio - The total building(s) floor area shall not be more than 40% of the lot area size.

6. Building Setback - No building shall be constructed nearer than 50 feet to the lot lines parallel to a street or 35 feet to other boundaries.

7. Building Height - The maximum permitted building by city ordinance is 45 feet. In the event this ordinance should be changed covenant shall be reviewed to ensure compatibility.

8. Parking - On-street is prohibited. Each industry must provide adequate parking for its maximum anticipated need. In no case shall it be less than the following standards:

One space per 1000 sq. ft. of building floor area for warehouse facilities or single shift industries.

Two spaces per 1000 sq. ft. for manufacturing industries likely to operate more than one shift.

Three spaces per 1000 sq. ft. for Research and Development facilities or Corporate Office Buildings.

A parking space shall not be less than 300 sq. ft.

9. Sewer/Water - All tenants must tie into the AIRPARK sewer and water system. The industry discharge will not be permitted to overburden the AIRPARK system's design capacity.

10. Exterior Lighting - Must be a shielded type which will not create an adverse impact on neighboring properties or cause interference with safe airport operations.

11. No offsite signs are permitted except in the AIRPARK directory. On site signs are restricted to 4 sq. ft. per foot of lot frontage with a minimum of 20 sq. ft. and a maximum of 300 sq. ft. allowed. Ground signs shall be placed so as not to obstruct in any manner with circulation or maintenance care. Illuminated signs that flash and moving signs shall not be permitted.

12. Dust Control - During construction and subsequent operation of a tenant industry, measures shall be taken to prevent dust from creating a nuisance to other property owners, tenants, or the airport environment.

13. Continuous Care and Maintenance - Tenant industries and property owners are required to maintain all buildings, signs, and landscaping in a harmoniously attractive, safe, and clean condition at all times. Any changes or additions to a site is subject to approval by the Airport Board of Directors within thirty days of its proposal.

Approved by:

Airport Directors	12/18/86
Auburn City Council	4/06/87
Lewiston City Council	4/21/87
Auburn Planning Board	5/12/87

(protcov.wps)

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is effective as of the 4 day of SEP T. 2024 (the "Effective Date"), by and among **CARRY TRANSIT LLC, formerly known as Superior Carriers, Inc.**, a Delaware limited liability company with a mailing address of 2222 Camden Court, Oakbrook, Illinois 60523 (hereinafter, individually a "Seller"), and **Auburn-Lewiston Municipal Airport**, a Maine non-profit corporation, with a mailing address of 80 Airport Drive, Auburn, Maine 04210, or its nominee (hereinafter, "Buyer").

1. **Agreement.** Subject to and upon the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy, the Premises described below.

2. **Description of Premises.** The real property of Seller consisting of that certain parcel or parcels of land, together with the buildings and all other improvements thereon, owned by Seller and located at 67 Kittyhawk Avenue in the City of Auburn, Androscoggin County, Maine 04240, consisting of approximately 5.6 acres of land and being Lots 7 and 8 as shown on a plan entitled "Revision 2 of Lots 7, 8, 9, 10, 11 and 12, Auburn- Lewiston Airpark" dated August 15, 1988 and recorded with the Androscoggin County Registry of Deeds in Book 34, Page 49, which property is more particularly described in a deed recorded with said Registry of Deeds in Book 3445, Page 179 (the "Premises").

3. **Buildings. Structures. Improvements. Fixtures.** The Premises include all easements, rights of way, licenses, privileges, development rights, if any, hereditaments and appurtenances to the Premises, together with the buildings and all other structures, improvements and fixtures now thereon or used in connection therewith, including all plumbing, heating, ventilating, air-conditioning, lighting, electrical, and utility systems and all trees, shrubbery and plantings, all as now in or on the Premises, all of which shall become the property of Buyer at the time of closing and are included in the purchase price, but expressly excluding Seller's computer equipment more fully described on Exhibit B attached hereto and made a part hereof.

4. **Title, Deed.** The Premises are to be conveyed by a good and sufficient Warranty Deed running to Buyer, or to the nominee designated by Buyer by written notice to Seller at least five (5) days prior to the Closing Date (as that term is hereinafter defined), and said deed shall convey good and clear record and marketable title thereto, free from all leases, liens and encumbrances, except:

- (a) Provisions of existing building, subdivision and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the Closing Date;
- (c) Any liens for municipal betterments assessed after the date of this Agreement; and
- (d) Such easements, restrictions covenants and agreements of record as

of the Effective Date of this Agreement which do not adversely affect the Buyer's use of the Premises for municipal government purposes.

- (e) Any and all acceptable exceptions contained on Title commitment issued by Chicago Title Insurance Company through its agent, Jensen Baird, which are acceptable to Buyer.
- (f) General real estate taxes for year 2023 and thereafter; special assessments confirmed prior to the date of this Agreement.

The deed will be properly prepared and signed so that it will be accepted for recording by the Androscoggin County Registry of Deeds. Real Estate transfer taxes shall be paid by the party upon which the burden to pay is placed upon by law, if the law is silent on the issue, Seller, on the one hand, and Buyer, on the other, shall each pay one-half of all real estate transfer taxes on the sale at closing, and each party shall be responsible for paying all of its expenses in negotiating and consummating the transaction as contemplated herein and as is customary in transactions of this type and nature in Androscoggin County, Maine.

5. Title Standards. It is understood and agreed by the parties that the Premises shall not be in conformity with the title provisions of this Agreement unless:

- (a) all improvements including, but not limited to, any roads, driveways, septic systems and cesspools, and all means of access to the Premises shall be located completely within the boundary lines of the Premises and shall not encroach upon or under the property of any other person or entity; however, any such exception shall not be a non-conformance if the Title Company is willing to insure or endorse over any such matter;
- (b) no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under any portion of the Premises beyond a minor or immaterial amount; However, any such exception shall not be a nonconformance if the Title Company is willing to insure or endorse over any such matter;
- (c) the Premises consist of two adjoining parcels of land enclosed within a single perimeter without strips or gores;
- (d) the Premises shall abut a public way, duly laid out or accepted as such by the city or town in which the Premises are located, or have indefeasible legal access to same;
- (e) the Premises is legally subdivided and separated from all other lots pursuant to the provisions of applicable law; and
- (f) title to the Premises is insurable, for the benefit of Buyer and at Buyer's expense, or Buyer's nominee, by a nationally recognized title insurance company, in a fee owner's policy of title insurance at normal premium rates, on the American Land Title Association form currently in use,

subject only to those printed exceptions to title normally included in the "jacket" to such form or policy (other than the standard exceptions for mechanic's liens, parties in possession and survey facts) and those exceptions listed in Section 4 hereof.

The parties agree that in the event any of the foregoing conditions are not satisfied, the same shall be addressed by Buyer and Seller in accordance with Sections 9, 10 and 11 hereof.

6. Purchase Price. The agreed purchase price for the Premises is ONE MILLION THREE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$1,350,000.00) of which \$50,000.00 shall be paid within three (3) business days of the execution of this Agreement by all parties (the "Deposit"), and the balance of which in the amount of \$1,300,000.00, subject to any adjustments as provided in Section 15 hereof, is to be paid at the time of the Closing by certified, cashier's, treasurer's or bank check(s), or by wire transfer to an account designated in writing by Seller.

7. Closing; Closing Date. The Closing shall take place in escrow with the Title Company acting as escrow pursuant to the Title Company's customary form of Deed and Money Escrow, revised to conform with the terms of this Agreement. The Closing shall occur fifteen (15) business days after expiration of the Due Diligence Period. In the event the Closing does not occur as a result of: (a) Buyer terminating this Agreement due to an unsatisfied title or other contingency or condition, or (b) Buyer's default hereunder which results in the uncontested or judicially determined termination of this Agreement, then in either case, Buyer's right of first refusal with respect to the Premises set forth in the Protective Covenants for the Auburn-Lewiston Municipal Airport Industrial Park dated May 12, 1987 and recorded at the Androscoggin County Registry of Deeds in Book 2111, Page 254 (the "ROFR") shall automatically be deemed waived with respect to: (i) the buyer under the March 12, 2024 P&S Agreement (as defined in Section 33 (c) below) for the same price and upon the same terms and conditions set forth therein, and (ii) for a period of six (6) months from the date this Agreement is terminated with respect to any other potential buyer for the same or higher price on substantially the same terms as set forth in the March 12, 2024 P&S Agreement.

The time of the commencement of the closing shall sometimes be referred to herein as the "Closing," and the date thereof shall sometimes be referred to as the "Closing Date." If the Closing Date shall fall on a Saturday, Sunday or legal holiday, the Closing Date shall automatically be extended to the next business day. The Closing shall take place at the offices of Jensen Baird Gardner & Henry, P.A. or by delivery of documents in escrow.

8. Possession and Condition of Premises. Except for the leaseback of certain office space and parking spaces by Seller on terms set forth in the attached lease, Full possession of the Premises, free of all tenants and occupants, is to be delivered at the time of Closing, the Premises to be then (a) in the same physical condition they are at present, reasonable use and wear excepted, and (b) not in

violation of applicable building, zoning and environmental laws, rules and regulations, and (c) in compliance with the provisions of any instrument referred to in Section 4 hereof. Seller shall remove all equipment and personal property of Seller from the Premises, which is to be delivered to Buyer at the time of the Closing free and clear of any debris. Buyer shall be entitled to an inspection of the Premises prior to the Closing in order to determine whether the condition thereof complies with the terms of this Section.

9. Extension to Perfect Title. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of Closing the Premises do not conform with the provisions hereof, then Seller shall promptly use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event Seller shall give written notice thereof to Buyer at or before the time for performance, and thereupon the time for performance hereof shall be extended for such time period as shall reasonably be necessary to make the Premises conform to the provisions of this Agreement, but for not more than thirty (30) days. Seller shall be in default under this Agreement if the inability of Seller to close on the Closing Date, as it may be extended hereunder, shall be on account of the failure of Seller to remove (in accordance with Section 13 of this Agreement or otherwise) any mortgages or other monetary liens voluntarily assumed by Seller or securing any indebtedness of Seller.

10. Failure to Perfect Title or Make Premises Conform, etc. If at the time of the Closing or at the expiration of the extended time, as the case may be, Seller shall have failed after having used reasonable efforts so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on the Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at Buyer's option and upon written notice to Seller, the Deposit and any other payments made by Buyer to Seller under this Agreement shall be refunded to Buyer and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. Buyer's Election to Accept Title. Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the Premises in their then condition and to pay therefor the purchase price without deduction, in which case Seller shall convey such title, except that in the event of such conveyance in accordance with the provisions of this Section, if the Premises shall have been damaged by fire or casualty insured against, then Seller shall, unless Seller have previously restored the Premises to their former condition, either:

- (a) pay over or assign to Buyer, at the Closing, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by Seller for any partial restoration, and give Buyer a credit for the amount of any deductible under such insurance policy; or

- (b) if a holder of a mortgage on the Premises shall not permit the insurance proceeds or a part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give to Buyer a credit against the purchase price, at the Closing, equal to said amounts so recovered or recoverable and retained by the holder of the mortgage plus the amount of any deductible under such insurance policy less any amounts reasonably expended by Seller for any partial restoration.

12. Acceptance of Deed. The acceptance and recording of a deed by Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms thereof, to be performed after the Closing.

13. Use of Purchase Money to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded at the time of the Closing or within a reasonable time thereafter in accordance with customary conveyancing practice in Androscoggin County, Maine.

14. Insurance. Until the Closing, Seller shall cause to be maintained hazard insurance on the Premises against fire, theft, and vandalism as currently exists.

15. Adjustments. Water and sewer use charges and real estate taxes for the then current year shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by Buyer at the time of Closing.

16. Adjustment of Unassessed and Abated Taxes. If the amount of the real estate taxes assessed against the Premises is not known at the time of the Closing, or if the Premises are assessed together as part of a larger parcel, taxes shall be apportioned on the basis of the taxes assessed for the preceding year (with all land, in the case of the Premises assessed as part of a larger parcel being valued equally), with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless otherwise agreed.

17. Broker. Buyer warrants and represents to Seller that Buyer was not introduced to Seller or to the subject Premises by any real estate broker or anyone who might claim a finder's fee and has dealt with no broker or agent with respect to this transaction or the Premises. If the representation and warranty made in the previous sentence shall prove untrue, Buyer agrees to indemnify and hold Seller harmless from and against any claims for real estate brokerage commissions or finder's fees, including but not limited to legal fees and expenses. Seller warrants and represents to Buyer that Seller has not engaged any real estate broker or anyone who might claim a broker's commission or broker's fee and has not dealt with any broker or agent with respect to this

transaction or the Premises. If the representation and warranty made in the previous sentence shall prove untrue, Seller agrees to indemnify and hold Buyer harmless from and against any claims for real estate brokerage commissions or broker's fees, including but not limited to legal fees and expenses.

18. Deposit. The Deposit shall be held by counsel for the City of Auburn, Jensen Baird Gardner & Henry, P.A., 10 Free Street, Portland, Maine 04112, in escrow, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement, or at the time of its sooner termination, the same to be deposited in an FDIC insured account. However, in no event shall counsel for the City of Auburn release any funds to any person or entity without the signed consent of the parties hereto.

19. Default: Damages. If Buyer shall fail to fulfill Buyer's agreements herein, Seller shall be entitled to terminate this Agreement and receive the Deposit as liquidated damages and this shall be Seller's sole remedy against Buyer, at law or in equity, for Buyer's default hereunder. In the event of Seller's failure to fulfill Seller's agreements herein, Buyer shall have the remedy of specific performance against Seller hereunder in addition to any and all other rights and remedies available to Buyer hereunder, or at law or in equity, as the result of a default by Seller under this Agreement, and in any action for specific performance shall be entitled to collect all of its damages and expenses on account of any delay in obtaining Seller's performance, including its reasonable attorney's fees, up to a maximum amount of Twenty-Five Thousand Dollars (\$25,000.00) for such damages, expenses, and attorney's fees. In any other action, Buyer shall be entitled to terminate this Agreement and receive its actual damages, expenses and fees. However in no event shall that damage amount exceed \$100,000.00 and this shall be Buyer's sole remedy against Seller, at law or in equity, for Seller's default hereunder.

20. Warranties and Representations. Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has Buyer relied upon any warranties or representations not set forth or incorporated in this Agreement, or otherwise previously made in writing. PREMISES ARE SOLD "AS IS", "WHERE IS" and "WITH ALL FAULTS".

21. Tests/Inspections. For a period of forty-five (45) days after the Effective Date of this Agreement (the "Due Diligence Period"), and continuing thereafter until the earlier of the Closing Date or the date this Agreement is terminated, Buyer and Buyer's representatives shall have the right to enter upon the Premises for the purposes of: (i) conducting any testing, examinations, reviews, inspections or investigations of the Premises, including but not limited to matters relating to zoning, title, or the physical condition of any improvements located on the Premises; (ii) evaluating all utilities presently servicing the Premises, or the availability of utilities, including, but not limited to, water, sewer, telephone, electric and cable lines; (iii) examining and evaluating infrastructure located on, providing access to or otherwise servicing the Premises; (iv) reviewing all permitting matters; and (v) conducting land surveys and such other examinations and investigations as the Buyer may desire. Such due diligence studies, reviews, inspections and examinations may include, but shall not be limited to:

1. Building inspections, including mechanical, structural, electrical and

- asbestos inspections;
2. Evaluation of all utilities servicing the Premises;
3. Title and zoning review;
4. Review of access rights and requirements;
5. Review of outside storage requirements;
6. Review and evaluation of any and all easements, covenants and restrictions benefitting or burdening the Premises;
7. Wetlands evaluation;
8. Environmental site assessment of the Premises; and
9. Securing a survey satisfactory to Buyer.

Buyer shall repair any and all damage by reason of Buyer's testing, examinations or investigations of the Premises and Buyer shall indemnify and save Seller harmless from and against any loss, damage and liability resulting from or arising out of such activity (but not from any loss, cost, damage, liability or consequences which may arise from the test or examination results or which may concern any condition disclosed in connection with Buyer's tests and inspections). In the exercise of Buyer's rights pursuant to this Section, Buyer shall give Seller reasonable advance notice. Buyer shall use reasonable efforts not to disturb the use of the Premises by Seller and anyone occupying the Premises with Seller's consent. All such activities authorized hereunder shall be at the sole and exclusive risk and cost of Buyer. In the event that Buyer has been unable to complete its due diligence within forty-five (45) days from the Effective Date of this Agreement, Buyer shall have the option to extend the Due Diligence Period for an additional ten (10) days. In the event that, at any time during the Due Diligence Period, as the same may be extended hereunder, Buyer is not satisfied, in Buyer's sole discretion, with the results of any of Buyer's reviews, examinations or investigations, then, at Buyer's option, Buyer may terminate this Agreement by giving written notice to Seller, whereupon the Deposit shall be repaid to Buyer, and the rights and obligations of all parties hereunder shall cease.

22. Reports. Within five (5) days of the Effective Date of this Agreement, Seller shall deliver to Buyer copies of all documents and materials with respect to the Premises in Seller's possession, custody or control, including without limitation the following items, if reasonably available (Buyer acknowledges and agrees that any such documents or materials that may be stored in the Seller's warehouse containing thousands of other Seller documents, which are not located after Seller's reasonable inquiry, shall be deemed not reasonably available):

1. All existing property surveys;
2. Title policy or policies (with copies of all referenced exceptions);
3. Phase I and any other environmental site assessment reports; and
4. Easement documentation and any other pertinent information in Seller's possession, custody or control pertaining to the Premises.

23. Environmental Provisions.

- (a) Seller represents and warrants to Buyer that, to the best of Seller's knowledge, subject to anything contained in that certain 1995 environmental report regarding the Premises to be provided to Buyer in accordance with Section 22 above (so long as Buyer is timely provided with a copy of such report):

- (i) Seller is unaware of any material discharge, spillage, uncontrolled loss, seepage or filtration of Pollutants (as hereinafter defined) in, onto or from the Premises during its ownership.
 - (ii) all Pollutants on-site at the Premises are being managed, or have been disposed of, in compliance with all Environmental Laws (as hereinafter defined).
- (b) Seller agrees to defend, indemnify and hold Buyer harmless from and against any and all liabilities, costs and damages: (i) arising out of the breach of any representation, warranty or agreement of Seller in this Section 23 and 32; (ii) which Buyer may incur on account of any Pollutants existing at, on, in or under, or affecting or emanating from, the Premises or surrounding areas on or prior to the Closing Date attributable to Seller's actions which could not have been discovered during a reasonable investigation by Buyer ("Seller Pollutants"); and (iii) all reasonable expenses (including without limitation reasonable attorneys' fees) incurred by Buyer in defending against the assertion of any such liability or liabilities. Seller further covenants and agrees that if Buyer is ordered by any court or governmental agency to carry out any removal, remediation, encapsulation, amelioration and/or neutralization of any Seller Pollutants, then Seller shall be solely responsible, as between Seller and Buyer, to do the same, and Seller shall defend, indemnify and hold Buyer harmless from and against any liabilities, costs and damages incurred by Buyer as a result of the presence, removal, remediation, encapsulation, amelioration and/or neutralization of any Seller Pollutants or the incurring by Buyer of any liability or obligation as a successor to Seller arising out of or in connection with Seller Pollutants. However, notwithstanding anything contained in this Agreement to the contrary, Seller's obligation under this paragraph (b) shall be limited to a cumulative cap of 10% of the sale/purchase price.
- (c) As used herein, "Pollutants" shall mean any and all hazardous waste, toxic substances, contaminated material, asbestos, oil and petroleum products, waste oil, gasoline, chemical liquids, chemical compounds, solid, liquid or gaseous products and all other substances which are defined in, the subject of or within the scope of any of the Environmental Laws.
- (d) As used herein, "Environmental Laws" shall mean any and all federal, state and local laws, statutes, ordinances, rules and regulations applicable to the health or safety of human beings, the environment, pollution, the use, handling, generation, storage, management, treatment, discharge and/or disposal of oil, petroleum products, gasoline, hazardous waste, or other hazardous or toxic materials, or the Premises, including without limitation, CERCLA and the Maine Hazardous Waste, Septage and Solid Waste Management Act.
- (e) To the best of Seller's knowledge after a diligent search, and subject to the provision of Section 22 above, Seller has provided to Buyer copies of

existing environmental assessment reports and site plans which Seller has in its possession relating to the Premises, if any.

24. Cooperation. If Buyer requests, Seller shall cooperate with Buyer by executing an affidavit or such affidavits as may be required by Buyer or Buyer's attorney certifying that (i) there are no persons or parties in possession of the Premises other than as allowed under this Agreement; (ii) all municipal liens due and payable as and at the time of the Closing Date have been paid in full; and (iii) there are no facts or circumstances existent which would give rise to a claim for, or result in the assertion of, a mechanic's or materialman's lien arising from Seller's activities in relation to the Premises, and agreeing to indemnify and save harmless Buyer and any title insurance company underwriting a title policy without noting an exception for the foregoing against loss or damage arising out of or resulting from the falsity of any matter contained in such certification.

25. Evidence of Compliance. Seller shall provide in advance of the Closing Date such documents as Buyer or its counsel may reasonably require (i) to evidence Seller's existence and due authority to perform and convey title to the Premises as required herein; (ii) to evidence that Seller is a validly existing corporation and that the officer(s) acting for and on behalf of Seller have the authority to so act and have acted within the scope of such authority; and (iii) to evidence compliance with the terms and conditions of this Agreement on the part of Seller to be observed or performed, and the providing of such items by Seller in form and content reasonably satisfactory to Buyer shall be a condition precedent to Buyer's performance on the Closing Date.

26. Conditions Precedent to Closing. In addition to any other conditions set forth in this Agreement, Buyer's obligation to consummate the Closing is subject to the satisfaction of each of the conditions precedent set forth below. If any of the said conditions shall not be satisfied at the time of Closing, Buyer may either (i) terminate this Agreement, whereupon the Deposit shall be repaid to Buyer and this Agreement shall be null and void and without recourse to the parties hereto, or (ii) waive compliance with the said condition or conditions, without prejudice to Buyer's legal rights and remedies for such non-compliance:

- (a) Seller shall have performed all of its obligations hereunder which are to be performed prior to the time of Closing;
- (b) Seller's representations and warranties set forth herein shall be true and correct in all material respects both on the Effective Date when made and again on the Closing Date as if made again at that time;
- (c) The Premises shall have a good and clear record and marketable and insurable title as provided in Sections 4 and 5 hereof;
- (d) Intentionally omitted;
- (e) Buyer shall have received all required permits and approvals necessary for Buyer's proposed use of the Premises with only such restrictions and

conditions as are acceptable to Buyer within the Due Diligence period.

27. Closing Deliveries. On the Closing Date (or earlier, as provided herein) Seller shall execute (if appropriate) and deliver to Buyer, or to Buyer's nominee:

- (a) a good and sufficient warranty deed conveying good and clear record title to the Premises free from all liens and encumbrances, except for the matters described in Section 4 hereof;
- (b) an affidavit from Seller stating that Seller is not a Foreign Person under the Foreign Investment in Real Property Tax Act of 1980, in form and substance reasonably satisfactory to Buyer's counsel and otherwise in compliance with the Internal Revenue Code of 1986, as amended from time to time;
- (c) a standard form title affidavit regarding mechanic's liens and parties in possession as well as other reasonable and customary documents as may be requested by Buyer's counsel or title insurer for the purpose of clearing title or conveying marketable title;
- (d) appropriate organizational and authorizing documents for Seller evidencing the authority of Seller to sell and convey the Premises and to execute and deliver the closing documents;
- (e) A duly executed Bill of Sale and Assignment assigning all of Seller's right, title and interest in and to any personal property to be conveyed hereunder and all contracts ("Contracts"); permits, licenses, warranties ("Warranties"), and/or guarantees ("Guarantees"), if any and unexpired, that Seller may have in its possession, and any required third party consents to such assignment;
- (f) A termination agreement signed by Seller and the buyer under the March 12, 2024 P&S Agreement terminating the same and releasing any claims that the buyer under the March 12, 2024 P&S Agreement may have against Buyer or Seller arising from or related to the March 12, 2024 P&S Agreement. If Seller fails to produce said termination agreement, Seller agrees to defend, indemnify, and hold harmless Buyer and the City of Auburn (as assignee of Buyer hereunder) against any and all claims asserted by the buyer under the March 12, 2024 P&S Agreement or any affiliated entity seeking to invalidate or otherwise challenge the transaction contemplated by this Agreement based upon any representations or promises made by Seller in the March 12, 2024 P&S Agreement up to a maximum amount of Two Thousand Five Hundred Dollars (\$2,500.00) inclusive of all costs, damages, expenses and attorney's fees. This provision shall expressly survive the termination of this Agreement and the Closing.

- (g) Such other documents contemplated by or provided for in this Agreement and customarily and reasonably required from Seller of property in Androscoggin County, Maine and appropriate to this transaction;
- (h) Keys to the Premises; and
- (i) Subject to the provision of Section 22 above, originals, if any, of all blueprints, construction plans, specifications and plats in the Seller's possession for all of the improvements, including, without limitation, all plumbing, mechanical, heating, ventilation, air conditioning and electrical systems, and all structural, non-structural, interior and exterior components of the Premises, together with an assignment of Seller's right to any of the foregoing which are held by third parties, and any required third-party consents.

28. Expenses. Seller shall bear all expenses incurred by it in connection with the negotiation, execution and performance of this Agreement, whether or not the transaction contemplated hereby shall be consummated, including the fees and expenses of their attorneys, accountants and consultants. Buyer shall bear all expenses incurred by it in connection with the negotiation, execution and performance of this agreement, whether or not the transaction contemplated hereby shall be consummated, including the fees and expenses of its attorneys, accountants and consultants and all personnel of Buyer used in conducting Buyer's due diligence.

29. Intentionally Omitted.

30. Notices. All notices which may or are required to be given by either party to the other shall be in writing and shall be sent by United States certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service, addressed to the parties of their counsel at their respective address as follows:

If to Seller: Carry Transit, LLC
ATTN: Legal Department
2222 Camden Court
Oakbrook, Illinois 60523

With a copy to: Jerome Gamache, Esq.
Ainsworth, Thelin & Raftice, P.A.
7 Ocean Street
South Portland, ME 04106
Email: jgamache@atrlaw.pro

If to Buyer: Auburn-Lewiston Municipal Airport
ATTN: Jonathan P. LaBonte, Board of Directors Chair
80 Airport Drive
Auburn, ME 04210

Email: j.labonte@auburnmaine.gov

With a copy to: William M. Welch, Esq.
Bernstein Shur Sawyer and Nelson
100 Middle Street
Portland, ME 04101
Email: wwelch@bernsteinsbur.com

or at such other address within the Continental United States as either party or its counsel by written notice to the other party or the other party's counsel may from time to time designate. Unless otherwise specifically provided to the contrary, notice shall be deemed given as of the date of such certification or as evidenced by receipt by the courier service. Notices to a party may also be given to such party's counsel by email addressed to counsel's email address set forth above, and any such notice given in such manner and not returned to the sender as undeliverable shall be deemed given as of the date of such transmission and shall be sufficient for any notice required or permitted to be given under this Agreement.

31. Foreign Person and Reporting Forms. Seller represents and warrants that it is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and will furnish to Buyer an appropriate Nonforeign Affidavit on the Closing Date. In addition, Seller shall furnish to whomever is designated by Buyer (other than Seller) such information as may be required to report the transaction to the Internal Revenue Service as provided by law.

32. Representation of Seller. Seller hereby represents, warrants, and covenants to Buyer as follows:

- (a) Seller has not received written notice from any public authority that there exists with respect to the Premises any outstanding violation of any municipal, state, or federal law, rule, or regulation affecting all or any portion of the Premises which has not heretofore been rectified.
- (b) The Premises are not the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest in the Premises, other than the buyer under the March 12, 2024 P&S Agreement.
- (c) Seller is presently not a party to any lawsuit in reference to the Premises, nor is Seller aware of any threatened or contemplated lawsuits against Seller in reference to the Premises.
- (d) Seller is not obligated to offer any person, other than Buyer, any right of first refusal to buy the Premises.
- (e) There are no service or maintenance or related contracts relating to the Premises which will in any way be binding upon Buyer subsequent to the delivery of the deed other than those which Buyer shall have agreed in

writing to assume.

- (f) Intentionally omitted.
- (g) Except as disclosed in the due diligence materials being provided to or obtained by Buyer upon or shortly after execution of this Agreement, Seller has no actual knowledge of any environmental hazards on the Premises occurring within the preceding four years which, based on the current or proposed use of the Premises, would require remediation under state or federal laws.
- (h) Except for the March 12, 2024 P&S Agreement there are no contracts, oral or written, involving the Premises which Seller, its employees or agents, have negotiated or contracted and which may be binding upon Buyer or affect the Premises in any manner after the closing.
- (i) Seller agrees not to enter into any leases or other contracts, oral or written, involving the Premises which will be binding upon Buyer or affect the Premises in any manner after the closing.

The warranties and representations in this Section 32 shall survive the delivery of the deed, for a period of 1 year.

33. Seller's Covenants. Seller covenants with Buyer that:

- (a) During the term of this Agreement, Seller shall not enter into any contract or other agreement with respect to all or any portion of the Premises, or amend any existing contract, which will survive the Closing, or that would otherwise affect the use, operation or enjoyment of all or any portion of the Premises after the Closing Date, without Buyer's prior written consent, which consent may be arbitrarily withheld in Buyer's sole discretion.
- (b) Seller shall continue to manage and maintain the Premises in the manner in which it has been managed and maintained. Seller shall keep the Premises insured, at Seller's expense, against fire and other extended coverage perils in an amount as currently insured. Seller shall not make (or cause to be made) any material alterations to or upon the Premises, except with Buyer's advance written consent, which consent may be arbitrarily withheld in Buyer's sole discretion.
- (c) Between the date hereof and the Closing Date, no part of the Premises will be voluntarily alienated, encumbered, or transferred in favor of or to any party whatsoever and no encumbrances of any kind will be created or permitted thereon. Except for Purchase and Sale Agreement dated March 12, 2024 (the "March 12, 2024 P&S Agreement"), a redacted copy of which was previously submitted to Buyer, there are no purchase contracts, options, or any other agreements of any kind, oral or written, formal or informal, choate or inchoate, recorded or unrecorded, whereby

any person or entity other than Seller (and those claiming by, through or under Seller) will have acquired or will have any basis to assert any right, title, or interest in, or right to possession, use, enjoyment or proceeds of, any part or all of the Premises, and other than Seller (and those claiming by, through or under Seller), will have acquired or will have any basis to assert any right to possession, use and occupancy of the Premises.

34. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows, which representations and warranties shall be deemed made by Buyer to Seller as of the date hereof and upon the Closing:

(a) Buyer is a duly organized and validly existing non-profit corporation organized under the laws of the State of Maine.

(b) This Agreement is, and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Buyer shall be duly authorized, executed and delivered by, and upon delivery thereof, shall be binding upon and enforceable against Buyer in accordance with their respective terms.

(c) Buyer, subject to the conditions for management approval herein, has the legal right, power and authority to enter into this Agreement and perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder shall not conflict with or result in a breach of any law, regulation or order, judgment writ, injunction or decree of any court or governmental instrumentality or any agreement or instrument to which Buyer is a party or by which Buyer is bound.

(d) Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(e) Buyer and its affiliates (i) are not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "Lists"), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States; none of the funds or other assets of Seller constitute property of or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined); no Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly); and Buyer has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade

restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Buyer is prohibited by law or Buyer is in violation of law.

35. Construction of Agreement. This instrument, which may be executed in multiple counterparts is to be construed as a Maine contract, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. Any matter arising under or relating to this Agreement which is the subject of a real estate title standard of the Maine State Bar Association, if any, at the time for delivery of the deed shall be interpreted by said title standard to the extent applicable.

36. Authorization of Attorneys. In order to facilitate the execution and delivery of certain documents contemplated hereby, the parties grant to their respective attorneys the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this Agreement, and the parties may rely upon the signature of such attorneys (including faxed, scanned and/or digital signatures) unless they have actual knowledge that a party has disclaimed the authority granted herein.

37. Confidentiality and Public Announcement. Buyer and Seller shall each maintain as confidential any and all material obtained about the other or, in the case of Buyer, about the Property, this Agreement or the transactions contemplated hereby, and shall not disclose such information to any third party. Except as may be required by law, Buyer will not divulge any such information to other persons or entities including, without limitation, appraisers, or real estate brokers. Notwithstanding the foregoing, Buyer shall have the right to disclose information with respect to the Property to its officers, directors, employees, attorneys, accountants, environmental auditors, engineers, potential lenders, and permitted assignees under this Agreement and other consultants to the extent necessary for Buyer to evaluate its acquisition of the Property provided that all such persons are told that such information is confidential and agree (in writing for any third party engineers, environmental auditors or other consultants) to keep such information confidential. In the event that the Closing does not occur, or this Agreement is terminated, upon receipt of written demand from Seller, Buyer shall deliver to Seller all copies of reports, studies, summaries, opinions and other diligence materials provided to, or obtained by or on behalf of Buyer with respect to the Property. Seller and Buyer agree to make no public announcement concerning this Agreement or Buyer's interest in the Property without both Seller's and Buyer's prior written approval, which approval may be withheld by either party in its sole discretion. The provisions of this Paragraph 36.A shall survive the Closing or the termination of this Agreement.

Moreover, Buyer shall not disclose, convey or share with Seller or its agents any adverse information obtained during its Due Diligence regarding the condition of the Property unless specifically requested by Seller in writing.

38. Recording. Neither this Agreement, nor any memorandum or short form hereof may be recorded by Buyer.

39. Assignment. This Agreement may not be assigned by Buyer without the prior written consent of Seller. Upon any assignment, the assignee shall assume and agree to be bound by all of the obligations of Buyer under this Agreement, and Buyer shall remain primarily obligated for the obligations set forth herein. However, Seller hereby consents to the assignment of the contract rights by Buyer to a related entity, including the City of Auburn.

40. Amendment. This Agreement may not be amended, waived or modified in any respect unless the same shall be in writing and signed by both parties. A waiver by any party of a breach hereunder shall not be deemed a waiver of any other or subsequent breach.

41. Time of Essence. Time is of the essence of this Agreement. Whenever under the terms of this Agreement the time for performance falls upon a Saturday, Sunday, or legal holiday under the laws of the United States or the state in which the Property is located, the time for performance shall be extended to the next business day.

42. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior offers, agreements, arrangements and contracts, whether oral or written, concerning the Property.

43. Lease. At closing the Buyer hereby agrees to enter into a lease agreement whereby the Seller leases from Buyer a portion of the Property which lease agreement will be in form and substance as set forth in Exhibit A attached hereto.

44. Execution. This Agreement and any documents executed or initialed in connection herewith may be executed in multiple counterparts, which together shall be construed to be a single document. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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WITNESS our hands and seals as of the date first above written.

SELLER:

CARRY TRANSIT, LLC

By: 

Print Name: Robert V. Hays

Its CEO

BUYER:

Auburn-Lewiston Municipal Airport

By: 

Print Name: Jonathan P. LaBonte

Title: Airport Director

EXHIBIT A

Lease

[See Attached]

EXHIBIT A – LEASE

Commercial Lease Agreement

THIS Agreement is made effective on _____, 2024 between _____, a Maine municipal corporation with a mailing address of _____ (the "Lessor") and Carry Transit, LLC, a Delaware limited liability company with a mailing address of 2222 Camden Court, Oakbrook, Illinois 60523 (the "Lessee"), in consideration of the mutual promises made herein (the "Lease").

1. **LEASED SPACE:** The leased premises shall consist of an office space, as more particularly described on "Exhibit A" attached hereto, and ten (10) truck parking spaces, as more particularly depicted on "Exhibit B" attached hereto (the office space and parking spaces hereinafter collectively referred to as the "Premises") being located on a portion of the real property commonly known as 67 Kittyhawk Avenue in Auburn, Maine (the "Real Estate") in which the Real Estate is more particularly described in the Deed dated at or near herewith from Lessee to Lessor and to be recorded in the Androscoggin County Registry of Deeds.

2. **TERM:** This Lease shall run for a period of one (1) year commencing on _____, 2024 and ending on _____, 2025 (the "Lease Term").

A. **RENEWAL** So long as the Lessee is not in default of this Lease, Lessee shall have the option to extend the Lease Term until January 1, 2026. In order to exercise Lessee's option, Lessee shall notify Lessor in writing of its intention to exercise its option on or before sixty (60) days prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for rent which increases of 3% per year for each successive year of the renewed term.

In the event that Lessee fails to notify Lessor as required under this Article, the option shall be deemed not to have been exercised.

3. **RENT:** The rent for the Lease Term is \$2,000.00 per month payable on the first of each month, in advance. Rent shall be mailed to the lessor at the address specified herein, unless Lessor and Lessee agree to a different address, so that it will be received by the first (1st) of the month. If any rent payment is not made within fifteen (15) days of its due date, a late charge of five percent (5%) of that late payment shall be added to it.

4. **USE:** The Premises shall be used and occupied for the purpose of parking commercial trucks and loaded and empty food grade and chemical tanker trailers, office space sufficient for the use of a truck terminal dispatch office, and work related to the

EXHIBIT A - LEASE

operation of a commercial trucking terminal. Lessee shall not use the Premises for storing any flammable or toxic materials except as needed to carry on its business. Lessee shall be responsible for obtaining, and paying for, all license and approvals needed to operate the business on the Premises.

5. SUBLEASE OR ASSIGNMENT: Except for Permitted Transfers (as herein defined), no sublet or assignment of this Lease shall be made by Lessee without Lessor's written permission, which shall not be unreasonably withheld or delayed. As used in this Lease, the term "Permitted Transfers" shall mean any of the following transactions: 1) any transaction pursuant to which Lessee is merged or consolidated with any other entity or pursuant to which substantially all of Lessee's assets, including without limitation, Lessee's interest under this Lease (the "Lessee's Interest") are sold or transferred; or 2) the sublease or assignment of the Lessee's Interest to any entity which controls, is controlled by, or is under common control with Lessee; or 3) any collateral assignment of the Lessee's Interest to any lender providing working capital or other loans to Lessee, which collateral assignment is required by such lender as security for loans or other financial obligations of Lessee.

6. REPAIRS AND MAINTENANCE: During the Term, Lessee shall make, at Lessee's expense, all necessary repairs to the Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings and other parts of the Premises damaged or worn through normal occupancy, except for major mechanical systems (heating system), the roof, and the structures of the building, all of which shall be Lessor's responsibility, subject to the obligations of the parties otherwise set forth in the Lease. Lessor shall be responsible for all mowing, snow plowing, and snow removal on the Premises during the term of this Lease.

7. ALTERATIONS AND IMPROVEMENTS: Lessee, at Lessee's expense, shall have the right following Lessor's consent, which shall not be unreasonable withheld or delayed, to remodel, redecorate and make additions, improvements and replacements of and to all or any part of the Premises from time to time as Lessee may deem desirable, provided the same are made in a workman like manner and utilizing good quality material. No structural alterations shall be made without Lessor's written consent, which shall not be unreasonably withheld or delayed. Lessee shall have the right to place and install personal property, trade fixtures, equipment and other installations in and upon the Premises, and fasten the same to the Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee that at the commencement of the Lease Term placed or installed on the Premises by Lessee thereafter, shall remain Lessee's property free and clear of any claim by Lessor, Lessee shall have the right to remove the

EXHIBIT A - LEASE

same at any time during the term of this Lease provided that all damage to the Premises caused by such removal shall be repaired by Lessee at Lessee's expense.

8. TAXES: During the time that Lessee occupies the Premises, Lessee shall pay all personal property taxes due to the City of Auburn. The Lessor shall pay the real estate taxes, assessments, and the like assessed or imposed against the real estate of which the Premises forms a part by the City of Auburn, Maine or any quasi-governmental agencies or any district.

9. INDEMNIFICATION AND SUBROGATION: Lessee shall indemnify and hold Lessor harmless against all claims for damages resulting from bodily injury or property damage claimed by third parties, including reasonable attorney's fees incurred by Lessor in defending such claims, against Lessor relating to events occurring on the Premises alleged to have been suffered by the acts of Lessee. The provision shall not be applicable to the extent that such damages are covered and paid by insurance. The Lessee and Lessor release each other from any and all liability to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage caused by fire or other casualty with respect to any insurance required by either party under this Lease, irrespective of whether the same is in effect.

10. INSURANCE:

A. If the Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the Premises' costs of repair not covered by insurance, except to the extent such proceeds are payable pursuant to any rental loss or business interruption coverage.

B. Lessee shall be responsible for placing fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the leased space. The premium cost for such insurance described in this paragraph shall be the responsibility of the Lessee. Lessor shall obtain at its expense and continue in full force and effect during the term of this lease fire and casualty insurance for the Building.

C. Lessee shall, at its expense, maintain a policy of comprehensive general liability insurance covering the leased space with the premiums thereon fully paid on or before the due date, issued by and binding upon an insurance company approved by the Lessor, which approval shall not be unreasonably withheld or delayed, such insurance to afford minimum protection of not less than \$1,000,000.00 combined single limit coverage of bodily injury, property damage or combination thereof. Lessor shall be listed as an additional insured on Lessee's policy of comprehensive general liability insurance, and Lessee shall provide Lessor with a current Certificate of Insurance evidencing Lessee's

EXHIBIT A - LEASE

compliance with this Paragraph. Lessee shall obtain the agreement of Lessee's insurer to notify Lessor that a policy is due to expire at least thirty (30) days prior to such expiration.

11. UTILITIES: Lessor shall pay all charges for water, sewer, gas, electricity, telephone, and other services and utilities used by Lessee on the Premises during the term of this Lease unless otherwise expressly agreed in writing by Lessee.

12. SIGNS: Following Lessor's consent, which shall not be unreasonable, withheld or delayed, Lessee shall have the right to place on the Premises, at locations selected by Lessee, any signs which are permitted by applicable zoning ordinances and private restrictions. Lessor may refuse consent to any proposed signage that is in Lessors' reasonable opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Premises or use of any other Lessee. Lessor shall assist and cooperate with Lessee in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Lessee to place or construct the foregoing signs. Lessee shall repair all damage Of the Premises resulting from the removal of signs installed by Lessee.

13. ENTRY: Lessor shall have the right to enter upon the Premises during Lessee's regular business hours to inspect the same, upon twenty-four (24) hours prior written notice from Lessor, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the Premises.

14. DAMAGE AND DESTRUCTION: Subject to Section 7 above, if the Premises or any part thereof or any appurtenance thereto is damaged by fire, casualty or structural defects that the same cannot be used for Lessees' purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this Lease as of the date of such damage. If the Lessee elects not to terminate the Lease, the Lessor shall restore the building to its condition prior to the damage and make appropriate rent abatement for the period between the damage and the restoration of the property. In the event of minor damage to any part of the Premises, and if such damage does not render the Premises unusable for Lessee's purposes, Lessor shall promptly repair such damage at the cost of the Lessor. In making the repairs called for in the paragraph, Lessor shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Lessor. Lessee shall be relieved from paying rent and other charges during any portion of the Lease term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessees' purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Lessee. The provisions of the paragraph extend not only to the matters aforesaid, but

EXHIBIT A - LEASE

also to any occurrence which is beyond the Lessee's reasonable control and which renders the Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Lessee's purposes.

15. DEFAULT: If default shall at any time be made by Lessee in the payment of rent when due to Lessor as herein provided, and if said default shall continue for fifteen (15) days, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Lessee, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee by Lessor without correction thereof then having been commenced and thereafter diligently prosecuted, Lessor may declare the term of this Lease ended and terminated by giving Lessee written notice of such intention, and if possession of the Premises is not surrendered, Lessor may reenter said premises. Lessor shall have, in addition to the remedy above provided, any other right or remedy available to Lessor on account of any Lessee default, either in law or equity. Lessor shall use reasonable efforts to mitigate its damages,

16. QUIET POSSESSION: Lessor covenants and warrants that upon performance by Lessee of its obligation hereunder, Lessor will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the term of this Lease. Additionally, Lessee shall have an easement across a portion of the Real Estate in a location determined by Lessor and reasonably acceptable to Lessee, for a term co-terminus with the term of this Lease for vehicular and pedestrian ingress and egress to and from Kittyhawk Avenue and the parking spaces depicted on "Exhibit B" and the building in which the office space is located sufficient to operate its trucking terminal.

17. CONDEMNATION: If any legally, constituted authority condemns the building or such part thereof which shall make the Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Lessor and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any rights in or to any award made to the other by the condemning authority.

18. SUBORDINATION: If Lessor wishes to mortgage the Premises, Lessee agrees to execute any documents required by the mortgagee to subordinate this Lease to the mortgage to the same effect as if the mortgage were executed and recorded prior to this Lease, provided that the mortgagee agrees to recognize all of the Lessee's rights under this Lease,

19. HOLDING OVER: It is agreed and understood that any holding over by the Lessee of the Premises after the expiration of the original Lease Term, or any extension

EXHIBIT A - LEASE

thereof, shall operate and be construed as a tenancy from month to month under all terms and conditions of this Lease, and at 125% of the same rental as is in effect at the expiration thereof, provided, however, that this shall not prevent the Lessor from insisting upon the termination of this Lease or any extension thereof, according to its terms.

20. NOTICE: Any notice required or permitted under this Lease shall be deemed sufficiently given or serviced if sent by United States Mail or overnight mail by national recognized courier, to the following addresses:

If to the Lessor, to: Auburn-Lewiston Municipal Airport
ATTN: Jonathan P. LaBonte, Board of Directors Chair
80 Airport Drive
Auburn, ME 04210
Email: j.labonte@auburnmaine.gov

If to the Lessee, to: Carry Transit, LLC
2222 Camden Court
Oakbrook, Illinois 60523
Attn: Legal Department

21. WAIVER: No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. MEMORANDUM OF LEASE: The parties hereto contemplate that this Lease should not and shall not be filed for record. But in lieu thereof, at the request of either party, Lessor and Lessee shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

23. HEADINGS: The headings used in this Lease are for the convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

24. SUCCESSORS: The provisions of this Lease shall extend to and be binding upon Lessor and Lessee and their respective legal representatives, heirs, successors and assigns.

25. PERFORMANCE: If there is a default with respect to any of Lessor's covenants, warranties or representations under this Lease, and if the default continues more

EXHIBIT A - LEASE

than fifteen (15) days after notice in writing from Lessee to Lessor specifying the default, Lessee may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost there from the next accruing installment or installments of rent payable hereunder until Lessee shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum, or the then highest lawful rate. If this Lease terminates prior to Lessees receiving full reimbursement, Lessor shall pay the reimbursement balance plus accrued interest to Lessee on demand.

26. COMPLIANCE THE LAW: Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessees use of the Premises. Lessor shall comply with all laws, orders, ordinances and other public requirements not or hereafter affecting the Premises.

27. TIME: Time is of the essence of this agreement,

28. FINAL AGREEMENT: This Lease may be modified only by a further writing that is duly executed by both parties.

29. LIMITATION OF LIABILITY: In no event shall either Party be liable for any indirect, incidental, punitive, specials or consequential damages.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSOR:

Auburn Lewiston Municipal Airport
By: J. P. JRA
Its: Airport Director

LESSEE:

Carry Transit, LLC

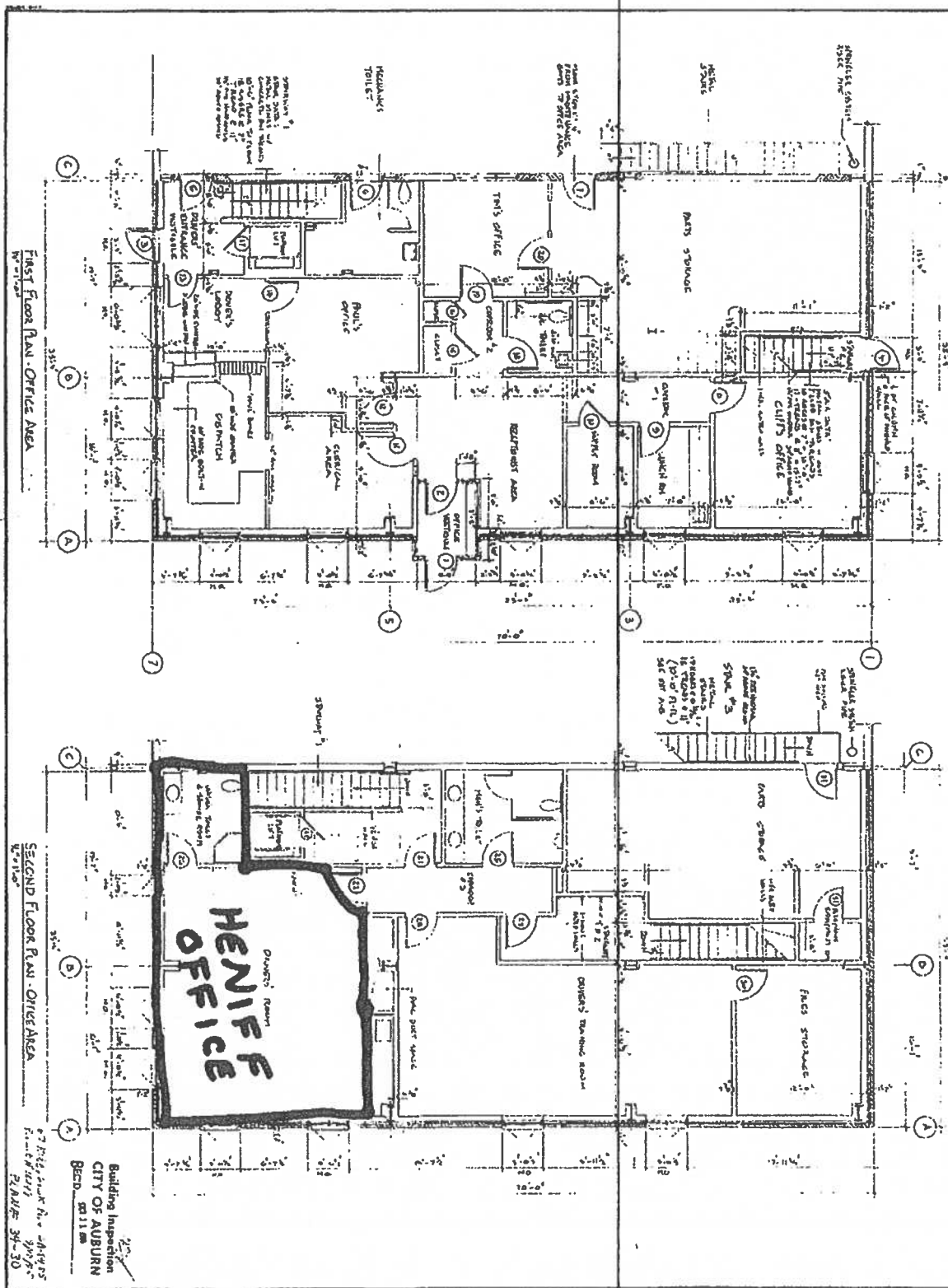
By: _____

Its: _____

EXHIBIT A - LEASE

EXHIBIT A: Leased Premises Office Space Description

[See Attached]



A-4 ENLARGED OFFICE AREA FLOOR PLAN 11/15/75 11/15/75		AUBURN TERMINAL SUPERIOR CARRIERS 1111 W. H. ST. - AUBURN, MAINE	RTB ENTERPRISES ARCHITECTURAL SERVICES 1111 W. H. ST. - AUBURN, MAINE

EXHIBIT A - LEASE

EXHIBIT B: Parking



EXHIBIT B

Seller's Excluded Property

Meraki MX64 (Router)

Cisco switch

(2) Meraki MR33s (Wireless access points)

TrippLite UPS

Cradlepoint

- Xerox B605 printer, SN 7XB363012 (this device is on contract for service & toner auto replenishment)
- Dell Latitude 7410, SN 307SQ73, autopilot-57TgN

I believe Stephanie also has the following equipment that was available at the terminal when she started:

- Two Dell monitors
- Dell docking station

DLN: 2085277

WARRANTY DEED
Maine Statutory Short Form

KNOW ALL BY THESE PRESENTS, that **CARRY TRANSIT, LLC**, a Delaware limited liability company, formerly known as Superior Bulk Logistics, Inc., successor by merger with Superior Carriers, Inc., whose mailing address is 2222 Camden Court, Oakbrook, Illinois 60523, for consideration paid, **GRANTS** to **CITY OF AUBURN**, a Maine municipal corporation, whose mailing address is 60 Court Street, Auburn, ME 04210, with **WARRANTY COVENANTS**, the real property commonly known as 67 Kittyhawk Avenue and located in the City of Auburn, County of Androscoggin and State of Maine, described as follows:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

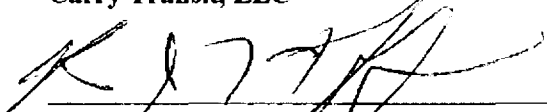
Meaning and intending to convey, and hereby conveying, the same premises as described in a deed from the Cities of Auburn and Lewiston to Superior Carriers, Inc., dated July 6, 1995 and recorded in the Androscoggin County Registry of Deeds in Book 3445, Page 179.

WITNESS my hand and seal this 11 day of November 2024.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**


WITNESS

Carry Transit, LLC

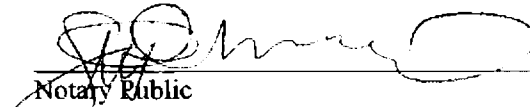

Robert J. Heniff, CEO, Carry Transit, LLC

State of Illinois
County of DePue, ss.

November 11, 2024

Then personally appeared the above named Robert J. Heniff, in his capacity as CEO of Carry Transit, LLC and acknowledged the foregoing instrument to be his free act and deed is his stated capacity, and the free act and deed of said limited liability company, before me,




Notary Public
My commission expires

SCHEDULE A

BEING lots 7 and 8 as delineated on a plan entitled Revision 2 of Lots 7, 8, 9, 10, 11 and 12, Auburn-Lewiston Airpark prepared by Michael S. Barry of Technical Services, Inc., dated August 15, 1988 and recorded in the Androscoggin County Registry of Deeds, Plan Book 34, Page 49.

SUBJECT to easements, protective covenants and D.E.P. site location orders of record to the extent they encumber or affect the premises herein conveyed and subject to the restrictive covenants as contained in the release deed of said premises from the United States of America acting by and through the Administrator of the Federal Aviation Administration to the Cities of Auburn-Lewiston, dated March 14, 1995 and recorded in the Androscoggin County Registry of Deeds in Book 3445, Page 175, as corrected by Corrective Deed of Release dated June 21, 1996 and recorded in said Registry in Book 3638, Page 186.