

POST-CLOSING OCCUPANCY AGREEMENT

ORIGINAL

THIS POST-CLOSING OCCUPANCY AGREEMENT (this "Agreement") is made on September 13, 2022 (the "Effective Date"), by and between **The Owls Head Transportation Museum**, a Maine nonprofit corporation with a mailing address of 117 Museum Street, Owls Head, ME 04854 ("Seller") and the **County of Knox County Regional Airport, a Department of the County of Knox**, a political subdivision of the State of Maine with a mailing address of 62 Union Street, Rockland, ME 04841 ("Purchaser").

WHEREAS, Seller and Purchaser are parties to a Purchase and Sale Agreement dated September 13, 2022, and all addenda thereto (the "Contract"), pursuant to which Purchaser is purchasing from Seller certain real property located at 32 Benner Lane in the Town of Owls Head, Knox County, Maine, and more particularly described in a deed of Rockland Airport Partners, LLC to The Owls Head Transportation Museum, dated September 28, 2006 and recorded at the Knox County Registry of Deeds in Book 3688, Page 233 (the "Premises"); and

WHEREAS, pursuant to the Contract, the parties have agreed that Seller is entitled to remain in occupancy of portions of the Premises for a limited time from and after the Closing Date (as that term is defined in the Contract), subject to compliance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Occupancy of Hangars. Purchaser agrees that Seller shall be entitled to occupy and use, subject to the terms and conditions set forth herein, (i) the hangars located at the Premises and commonly identified as Hangar 1, Hangar 5, and Hangar 6 ("Hangars 1, 5, and 6") for the Hangars 1, 5, and 6 Occupancy Term (as that term is defined herein), and (ii) the hangars located at the Premises and commonly identified as Hangar 2, Hangar 3, and Hangar 4 ("Hangars 2, 3, and 4") for the Hangars 2, 3, and 4 Occupancy Term (as that term is defined herein).

2. Commencement; Occupancy Term; Rent.

(a) The period of occupancy and use of Hangars 1, 5, and 6 shall commence on the Effective Date and shall, unless sooner terminated as provided in this Agreement, terminate at 5:00 p.m. on December 31, 2022 (said period of time being referred to herein as the "Hangars 1, 5, and 6 Occupancy Term").

(b) The period of occupancy and use of Hangars 2, 3, and 4 shall commence on the Effective Date and shall, unless sooner terminated as provided in this Agreement, terminate at 5:00 p.m. on the date that is one year after the Effective Date (said period of time being referred to herein as the "Hangars 2, 3, and 4 Occupancy Term"). (The Hangars 1, 5, and 6 Occupancy Term and the Hangars 2, 3, and 4 Occupancy Term shall together be referred to herein as the "Occupancy Terms.")

(c) Seller shall not be required to pay rent to Purchaser during either of the Occupancy Terms.

3. Utilities. During the applicable Occupancy Term, Seller shall pay all charges for any heat, water, electricity, and other utility services supplied to Hangars 1, 5, and 6 and/or Hangars 2, 3, and 4, as the case may be, as well as all other utilities necessary for the use and occupancy thereof by Seller.

4. Insurance. Any insurance that Purchaser procures with respect to the Premises shall be for the sole benefit of Purchaser and such insurance shall not cover Seller's personal property or the personal property of any other person claiming by, through, or under Seller. Seller agrees to purchase and maintain during the entire Occupancy Terms a policy of insurance insuring all personal property of Seller located at the Premises

and all persons claiming by, through, or under Seller against damage by fire and other perils, in an amount equal to the full replacement value of such property and insuring against liability for bodily injury with limits of not less than \$2,000,000.00. Such policy shall name Purchaser as additional insured and, to the extent permissible under applicable law, contain a provision waiving the insurer's right of subrogation against Purchaser.

5. Condition of Premises. From and after the Effective Date and continuing through the end of the applicable Occupancy Term, Seller will keep Hangars 1, 5, and 6 and Hangars 2, 3, and 4, as the case may be, neat and clean and in a safe condition and will maintain them in as good order, condition, and repair as the same are in on the Effective Date. Seller shall deliver full and exclusive possession of Hangars 1, 5, and 6 and Hangars 2, 3, and 4, as the case may be, to Purchaser in such condition upon expiration of the applicable Occupancy Term, free of all personal property (other than personal property of Purchaser) and "broom clean."

6. Additional Covenants of Seller. In addition to other covenants and obligations of Seller set forth in this Agreement, Seller agrees as follows:

(a) Hangars 1, 5, and 6 and Hangars 2, 3, and 4 shall be used only for the storage of personal property. Seller shall not make or permit to be made any alterations, renovations, or improvements to Hangars 1, 5, and 6 or Hangars 2, 3, and 4.

(b) Seller shall not assign this Agreement or sublet Hangars 1, 5, and 6, Hangars 2, 3, and 4, or any portion thereof.

(c) Seller shall not commit or permit any waste of the Premises, shall not commit or permit any nuisance on the Premises, shall not commit or permit any interference with the rights, comfort, safety, or enjoyment of other persons in the vicinity of the Premises, and shall not commit or permit any violation of any law, ordinance, rule, or regulation in connection with the use and/or occupancy of Hangars 1, 5, and 6 or Hangars 2, 3, and 4.

(d) Seller shall notify Purchaser immediately of any malfunction, damage, or needed repairs in or about Hangars 1, 5, and 6 or Hangars 2, 3, and 4 (but such obligation to notify shall not be interpreted as creating any obligation on the part of Purchaser with respect to such items).

(e) Any plumbing systems and fixtures, electrical systems and fixtures, heating, ventilating and air conditioning systems and fixtures, appliances, and all other building systems and fixtures (collectively, the "Building Systems and Fixtures") shall not be used for any purpose other than those for which they were designed and constructed and shall not be overloaded, abused, or modified.

(f) Seller shall not permit any repair or service to any of the Building Systems and Fixtures, if any, without first securing the express written permission of Purchaser, provided, however, that Seller shall be excused from the foregoing restriction in the event of an emergency in which prior written permission from Purchaser is not practicable so long as Seller undertakes such good faith efforts as are reasonable in the circumstances to contact Purchaser prior to obtaining the services and has such repair or service undertaken by qualified personnel.

7. Purchaser's Access to Premises. Purchaser and Purchaser's agents and/or contractors shall have the right to enter Hangars 1, 5, and 6 and/or Hangars 2, 3, and 4 at reasonable hours with reasonable prior notice for the purposes of (i) examining such property; (ii) undertaking such repairs, maintenance or alterations to the Premises as Purchaser, in its discretion, may deem necessary or desirable, provided however, that Purchaser shall not be required to give prior notice for purposes of making emergency repairs

deemed necessary by Purchaser if prior notice is not practicable in the circumstances (but nothing in this Section shall be construed to obligate Purchaser to make any such repairs or conduct such maintenance). Seller shall not change or add any locks to the Premises without the prior written consent of Purchaser.

8. Indemnification. To the fullest extent permitted by law, Seller agrees to indemnify, hold harmless and, if requested by Purchaser to defend (with counsel reasonably satisfactory to Purchaser), Purchaser from and against any and all claims, losses, liabilities, damages, costs and expenses, including, to the extent permitted by law, reasonable attorneys' fees and court costs, incurred by or threatened against Purchaser for damage to or loss of property, and all claims for injuries to or death of persons, in or about Premises arising out of (i) the use or occupancy of any portion of the Premises by Seller or anyone claiming by, through, or under Seller, except to the extent arising out of the negligence of Purchaser; or (ii) Seller's failure to observe or comply with any provision of this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement.

9. Default by Seller. In the event that Seller fails to observe or perform any covenant or provision of this Agreement and does not cure such failure within seven calendar days after the date Purchaser gives Seller written notice of such failure, Seller shall be in default under this Agreement and Purchaser may, at Purchaser's election, give to Seller a notice that the applicable Occupancy Term(s), this Agreement, and Seller's rights hereunder in and to Hangars 1, 5, and 6 and/or Hangars 2, 3, and 4, as the case may be, have terminated, and such Occupancy Term(s) and such rights shall terminate upon the giving of such notice. In the event of termination of this Agreement and/or the Occupancy Term(s), Purchaser shall not be deemed to have waived any rights hereunder or any rights or remedies provided by applicable law for Seller's default.

10. Surrender. Seller shall surrender and vacate Hangars 1, 5, and 6 and Hangars 2, 3, and 4 at the expiration of their respective Occupancy Terms in accordance with the terms of this Agreement. Upon expiration of each such Occupancy Term, Seller shall surrender to Purchaser all keys to Hangars 1, 5, and 6 and Hangars 2, 3, and 4, as the case may be.

11. Holdover. In the event that Seller holds over beyond the applicable Occupancy Term, Seller shall be responsible for all damages incurred by Purchaser as a result of such holdover and shall also pay monthly rent to Purchaser at the rate of \$10,000.00 per month for each month during which Seller holds over beyond expiration of the applicable Occupancy Term.

12. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered, or given by certified mail, return receipt requested, or by FedEx or another nationally recognized overnight courier service, addressed to the party to receive such notice at the address set forth in the preamble of this Agreement. Any such notice shall be deemed effective when personally delivered (in the case of hand delivery) or upon being deposited with such courier service or with the United States Postal Service. Any party may change the address to which its future notices shall be sent by notice given in the manner set forth above.

13. Miscellaneous.

(a) All understandings, agreements, warranties, and representations, either oral or in writing, heretofore between the parties hereto with respect to the subject matter of this Agreement are merged into this Agreement, which alone fully and completely expresses the parties' agreement with respect to the transactions covered hereby. This Agreement may not be modified in any manner except by an instrument in writing signed by Seller and Purchaser.

(b) This Agreement, and all claims or causes of action (whether in contract, tort, or statute) that may be based upon, arise out of or relate to this Agreement, shall be governed by, and enforced in accordance

with, the internal laws of the State of Maine, including its statutes of limitations, without regard or reference to conflicts of law principles. In the event of a breach of this Agreement by any party, the other party shall be entitled to recover reasonable attorney fees incurred in connection with the enforcement of its rights hereunder. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute a single instrument.


[signature page follows]

The parties have executed this Agreement as an instrument under seal as of the Effective Date.

PURCHASER:
Knox County

SELLER:
The Owls Head Transportation Museum

By: _____
Printed Name: _____
Its: _____

By: 
Printed Name: Kevin Belford
Its: Executive Director