

PURCHASE AND
SALE AGREEMENT
FOR REAL PROPERTY, PERSONAL PROPERTY AND OTHER ASSETS;
(Including Assignment and Assumption of Functions and Obligations)

THIS AGREEMENT is entered into this 30th day of November, 2011 (“Effective Date”), by and between Goodwins Mills Fire Department, a/k/a Goodwins Mills Fire Rescue Department, a non-profit corporation organized under the laws of Maine (“GMFR” or “Transferor”), and the Towns of Lyman and Dayton, municipal corporations organized under the laws of Maine located in York County in the State of Maine (“Towns” or “Transferees”) (the “Agreement”). The foregoing are also referred to herein collectively as the “Parties” or singly as “Party.”

RECITALS

WHEREAS, GMFR has provided the Towns of Lyman and Dayton with fire protection services since 1949 and emergency services since 2001; and

WHEREAS, in January 2009 an advisory committee was formed to investigate ways to help GMFR keep up with increasing demand for its services, and subsequently recommended that the functions and assets of GMFR be transferred to the Towns so that they may operate GMFR as a joint municipal fire department; and

WHEREAS, on December 20, 2010, the Towns entered into an interlocal agreement in accordance with Maine law that provides for the creation of a joint municipal fire department, governed by a joint board (“Joint Fire Commission” or “Joint Board”), that will assume GMFR’s fire fighting and emergency services functions and acquire its real and personal property and other assets, and on November 30, 2011, the Towns amended the interlocal agreement to include a transfer provision for current GMFR employees and to change the definitions to be consistent with the Towns’ draft fire-rescue personnel policy (“Interlocal Agreement”); and

WHEREAS, GMFR owns Real Property partly within the Town of Lyman and partly within the Town of Dayton, which is more particularly described in Section 1.2 below; and

WHEREAS, GMFR owns Personal Property and Other Assets, which are more particularly described in Sections 2.1 and 2.2 below; and

WHEREAS, the Parties desire to enter into this Agreement to set forth their respective obligations to transfer and to accept GMFR’s Real Property, Personal Property and Other Assets and to assign and assume GMFR’s fire-fighting and emergency rescue functions, as described below;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter stated, the Parties do hereby promise and agree as follows:

AGREEMENT

ARTICLE I REAL PROPERTY – PURCHASE AND SALE; TEMPORARY LEASE

1.1 Recitals. Each of the recitals set forth above is incorporated herein by this reference.

1.2 Purchase and Sale. GMFR agrees to sell to the Towns, and the Towns agree to buy from GMFR, on the terms and conditions set forth herein, that certain real property situated at or about 481 Goodwins Mills Road, Lyman, Maine, shown and designated as Lots 3 and 4 on Lyman Town Tax Map 13 and as Lot 13 on Dayton Town Tax Map 7, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all buildings and improvements thereon and all rights, easements and appurtenances pertaining thereto (collectively hereinafter the “Real Property”).

1.3 Timing. The purchase and sale of the Real Property described in Section 1.2 above shall not occur until (1) the FEMA grant (No. EMW-2009-FC-05299R), for which GMFR is the grantee, is formally closed out to the satisfaction of FEMA; and (2) work under the 2010 construction contract between GMFR and Littlefield Brothers, Inc. is complete, all liens and other claims are resolved (collectively, the “Real Property Resolution”). GMFR shall alert the Towns when the Real Property Resolution has occurred, at which point the Towns’ respective boards of selectmen shall, once satisfied that the two numbered objectives described above have been achieved, pass orders acknowledging the Real Property Resolution and authorizing and scheduling a closing on the purchase of the Real Property. The Towns reserve the right to waive the requirement of the Real Property Resolution described herein and purchase the Real Property at any point after the Effective Date at the discretion of their respective boards of selectmen, which shall pass orders authorizing the same if such right is exercised (“Towns’ Purchase Option”).

1.4 Lease. On or before the date of the Personal Property and Other Assets Closing, as described in Section 2.5 below, GMFR and the Towns shall enter into a temporary lease agreement in a form substantially similar to that attached hereto as Exhibit B, pursuant to which GMFR shall lease the Real Property to the Towns for one dollar (\$1.00) annually for the purpose of operating a fire-rescue department (“Lease”); provided, such Lease shall be for a term of one (1) year beginning on the date of the Personal Property and Other Assets Closing and renewing automatically at the end of the first year and each subsequent one-year period, with the Towns retaining the right to cancel at any time with thirty (30) days advance written notice to GMFR. Should the Real Property Closing, described in Section 1.6 below, occur prior to or simultaneously with the Personal Property Closing, the purpose of Lease will be mooted and the Parties will not enter into the Lease.

1.5 Purchase Price. The purchase price for the Real Property is One Dollar (\$1.00) (“Purchase Price”). The Purchase Price shall be paid to GMFR at the Real Property Closing, as described in Section 1.6 below.

1.6 Real Property Closing. The Real Property Closing shall occur, except as otherwise provided herein, at 10:00 a.m. on or about 30 days after the Towns’ boards of selectmen pass one of the two orders described in Section 1.3 above authorizing the transfer of

the Real Property, at the fire station or such earlier time or other place as designated by written notice by either Party at least five days prior to closing (“Real Property Closing”).

1.7 Conveyance; Title. At the Real Property Closing, GMFR shall execute and deliver to Towns a good and sufficient quitclaim with warranty covenants deed in a form substantially similar to that attached hereto as Exhibit C (“Quitclaim with Warranty Covenants Deed”) conveying to Towns the Real Property in fee simple, with good and marketable title thereto, free and clear of all liens and encumbrances, except for: (a) a right-of-way to the adjacent lot or parcel of land, now or formerly of Winifred E. Litchfield; and (b) any other minor encumbrances or easements of record that do not materially interfere with the current use of the Real Property, such as telephone or utility pole easements. Full possession of the Real Property will be transferred to the Towns at the Real Property Closing.

Also at, or prior to, the Real Property Closing, GMFR will convey to the Towns all remaining funds that it retained pursuant to Section 2.2 related to (1) the temporary support of a part-time employee to manage GMFR’s temporary landowning functions; (2) the 2010 construction contract between GMFR and Littlefield Brothers, Inc.; and (3) additional costs associated with GMFR’s temporary ownership of the Real Property. In no event shall those funds be used or retained by GMFR for a purpose not related to the Real Property.

ARTICLE II

PURCHASE AND SALE OF PERSONAL PROPERTY AND OTHER ASSETS (Including assignment and assumption of functions and obligations)

2.1 Transfer of Personal Property. GMFR shall sell, transfer and assign to Towns all of the following described personal property owned and used by GMFR in the conduct of its business, free and clear of all liens, liabilities, pledges and encumbrances of any kind or nature whatsoever, as more particularly described in Exhibit D, attached hereto and incorporated herein by reference:

- (a) All of GMFR’s fixed assets and improvements associated with the Real Property;
- (b) All of GMFR’s vehicles (except for GMFR’s 53 Chevy Truck, as that term is defined in Section 3.6 below, which shall be retained by GMFR);
- (c) All of GMFR’s fire and rescue equipment and accessory items, including, without limitation, all protective gear, uniforms, supplies, branded materials, computers, phones, cameras, other technological devices and related software and accessories; and
- (d) All of GMFR’s furniture, appliances, office equipment and other miscellaneous items (collectively, the “Personal Property”).

Exhibit D may not be an exhaustive list and thus to the extent that GMFR is in possession of items that fall into the general categories listed above as subsections (a),(b),(c) and (d) but are not included in Exhibit D, those items shall nonetheless be considered Personal Property under this Agreement and are to be transferred to the Towns as well. Exhibit D is a summary of the complete list of GMFR personal property items, which are fully detailed in an inventory document that GMFR shall provide to the Towns at or prior to the Personal Property/Other Assets Closing date.

2.2 Transfer of Other Assets. GMFR shall sell, transfer and assign to the Towns all of the following additional described assets owned and used by GMFR in the conduct of its business (“Other Assets”):

(a) All of GMFR’s general intangibles, know-how, standard operating guidelines/practices, regulations, contractual rights and obligations, agreements, bank and other financial accounts, accounts receivable, all funds and other financial assets, by-laws, corporation records, budgets and other financial documents, tax files, personnel files and other employee and member records, training certifications, training materials, web site, grant documents, loan documents, and all related materials without limitation, as more particularly described in, Exhibit E, attached hereto and incorporated herein by reference.

Exhibit E may not be an exhaustive list and thus to the extent that GMFR is in possession of assets that fall into the general category described in subsection (a) above but are not included in Exhibit E, those assets shall nonetheless be considered Other Assets under this Agreement and are to be transferred to the Towns as well; provided, however that the following funds shall not be transferred to the Towns: 1) GMFR’s charitable financial assets, as described in Section 3.6 below; 2) a reasonable sum to provide temporary support for a part-time employee of GMFR (as the re-named/re-purposed entity described in 3.1 below) to manage its charitable and temporary landowning functions in an amount approved by the Towns, as set forth in Section 3.4 below; 3) funds remaining to be paid under the 2010 construction contract between GMFR and Littlefield Brothers, Inc. (GMFR shall be responsible for paying out the remaining funds when due); and 4) a reasonable sum to cover additional costs associated with the temporary ownership of the Real Property, in an amount approved by the Towns that takes into account the Town’s payment obligations under the Lease. Notwithstanding the foregoing, GMFR shall transfer the aforementioned retained funds that relate to the Real Property to the Towns at the time of the Real Property Closing; in no event shall those funds be used or retained by GMFR for a purpose not related to the Real Property.

2.3 Assignment and Assumption of Functions and Obligations. GMFR agrees to assign to the Towns and Towns agree to assume from GMFR, on the terms and conditions set forth in this Agreement, all of the fire fighting and emergency rescue functions and obligations of GMFR. Such transfer of functions and obligations shall occur at the time of the Personal Property/Other Assets Closing, as set forth in Section 2.5 below.

2.4 Transfers at Personal Property/Other Assets Closing. GMFR shall deliver to the Towns at or before the Personal Property/Other Assets Closing, as described in 2.5 below:

(a) Bill(s) of sale in a form substantially similar to that attached hereto as Exhibit E, and such other good and sufficient instruments of transfer, assignment and conveyance in form reasonably satisfactory to Towns, as shall be effective to vest in Towns good and marketable title to the Personal Property and Other Assets described above and being transferred to it pursuant to this agreement;

(b) The written consent of any third parties that is required to permit (1) the transfer of the Personal Property and the Other Assets; (2) the Lease; and (3) the assignment and assumption of all functions and obligations from GMFR to the Towns;

(c) All additional written documentation required to transfer from GMFR to the Towns all Other Assets, including without limitation, bank accounts and other financial assets, and all Personal Property;

(d) Assignment of all of GMFR's functions, obligations, assets, contracts, licenses, certifications, approvals and grants, including pending applications to the Towns, except that GMFR shall not assign to the Towns 1) the FEMA grant No. EMW-2009-FC-05299 unless the grant is formally closed out, such assignment is required by FEMA and the Towns each vote to assume the same; 2) the 2010 construction contract between the GMFR and Littlefield Brothers, Inc.; or 3) any mortgages, debts, liabilities and other obligations specific to the Real Property until the Real Property Closing; provided, however that this does not relieve the Towns of any of their obligations under the Lease. Notwithstanding the foregoing, GMFR shall assign the above excluded obligations to the Towns at the Real Property Closing to the extent the obligations still exist.

(e) Such other documents, votes and consents as shall be reasonably required by Towns, including, without limitation, (1) proof of re-naming and re-purposing of GMFR, as described in Section 3.1 below; (2) proof of employee transition, as described in Section 3.4 below; and (3) an executed Lease, as described in Section 1.4 above, as applicable.

2.5 Personal Property/Other Assets Closing. The Personal Property/Other Assets Closing shall occur, except as otherwise provided herein, on or about ninety (90) days after the Effective Date at the fire station or such earlier time or other place as designated by written notice by either Party at least five days prior to closing ("Personal Property/Other Assets Closing"); provided, however that the Personal Property/Other Assets Closing may not occur until GMFR has been re-named and re-purposed as set forth in Section 3.1. At the Personal Property/Other Assets Closing, GMFR shall deliver to Towns possession of the Personal Property and the Other Assets.

2.6 Purchase Price. The purchase price for the Personal Property and Other Assets is One Dollar (\$1.00) ("Purchase Price".) The Purchase Price shall be paid to GMFR at the Personal Property/Other Assets Closing.

ARTICLE III
CONDITIONS OF TRANSFER

3.1. Re-Naming and Re-Purposing of GMFR. For the purpose of effectuating the smooth transition of ownership and control of the fire and rescues duties, responsibilities and other real and personal assets with due regard to the practicalities of the same including, without limitation, manpower coverage and insurance coverage issues, GMFR shall amend its articles and bylaws to (1) effect a formal name change; and (2) limit the scope of its powers and activities to (a) holding GMFR's existing charitable financial assets and raising new charitable funds, as provided in Section 3.6 below, and (b) owning the Real Property on a temporary basis for the limited purposes of i) closing out the FEMA grant; ii) meeting its obligations under the 2010 construction contract with Littlefield Brothers, Inc., including resolving any disputes related thereto; and iii) leasing the Real Property to the Towns until such time as either the Real Property Resolution or Towns' Purchase Option occur and then transferring the Real Property to the Towns, as provided in Article I above. GMFR's new name shall be approved by the Joint Fire Commission and shall be sufficiently dissimilar from Goodwins Mills Fire Department or Goodwins Mills Fire and Emergency Rescue Department to avoid confusion by the Parties and the public. Such re-naming and re-purposing must occur before the Personal Property/Other Assets Closing date. To the extent applicable, all references to GMFR in this Agreement shall also include such re-named and re-purposed entity.

3.2 Third-Party Consent and Asset Transfer Procedure The written consent of any third parties that is required to permit (1) the transfer of the Personal Property and the Other Assets; (2) the Lease and transfer of the Real Property; and (3) the assignment and assumption of all functions and obligations from GMFR to the Towns shall be obtained prior to the Personal Property/Other Assets Closing Date, or Real Property Closing date, as applicable. Such third parties may include, but not be limited to, GMFR's members and directors, the citizens of the Towns, and representatives of FEMA. GMFR shall also take all procedural steps necessary to transfer the Personal Property and Other Assets before the Personal Property/Other Assets Closing date.

3.3 Assumption of GMFR's Obligations by Towns. The Parties acknowledge and agree that at the time of the Personal Property/Other Assets Closing, the Towns shall assume all of GMFR's functions, contractual obligations, accounts payable, mortgages, liens, liabilities, indebtedness, and encumbrances as of the Effective Date, except as otherwise noted herein or prohibited by law, but only to the extent such obligations have been fully disclosed on Exhibit G, hereto. Upon the Personal Property/Other Assets Closing and/or the Real Property Closing, as applicable, the Towns agree to hold GMFR harmless from and against any claims arising out of functions assumed by the Towns as well as any contractual obligations, accounts payable, mortgages, liens, liabilities, indebtedness, and encumbrances as of the Effective Date, except as otherwise noted herein or prohibited by law, but only to the extent such obligations have been fully disclosed on Exhibit G, attached hereto. The Towns shall not assume 1) the FEMA grant No. EMW-2009-FC-05299 unless the grant is formally closed out, such assumption is required by FEMA and the Towns each vote to do so; 2) the 2010 construction contract between the GMFR and Littlefield Brothers, Inc.; or 3) any mortgages, debts, liabilities and other obligations specific to the Real Property until the Real Property Closing; provided, however that this does not relieve the Towns of any of their obligations under the Lease. Notwithstanding the

foregoing, the above excluded obligations will be assumed by the Town at the Real Property Closing to the extent the obligations still exist.

3.4 GMFR Employees. By the date of the Personal Property/Other Assets Closing, GMFR shall have ceased the employment of all of its employees; provided, however that GMFR (as the re-named/re-purposed entity described in 3.1 above) may, to the extent deemed necessary by its board of trustees, retain one part-time employee solely to manage its charitable and temporary landowning functions and may retain reasonable funds to temporarily support such position in an amount approved by the Towns. On and immediately after the Personal Property/Other Assets Closing Date, the Towns shall be and remain responsible for the payment to the former GMFR employees of any and all accrued wages and benefits to which they are legally entitled as former GMFR employees. The personnel records of all former GMFR employees shall indicate that they were separated from their employment in order to effectuate the transfer of GMFR's functions to the Towns and not as a result of any wrongdoing on their part. The re-hiring of GMFR's former employees by the Towns shall be in accordance with the Interlocal Agreement. The Parties shall coordinate and execute their employee transition activities in such a way as to ensure that there is no interruption or diminishment of fire-protection and emergency-response services before, during or after the transition period. The Towns agree to acknowledge and retain the seniority of the current GMFR employees (See Exhibit H hereto), as set forth in the Interlocal Agreement.

3.5 Procedure for Fire Chief Selection. To the extent not inconsistent with the Interlocal Agreement, the Towns agree to take Section 6.1 of GMFR's current by-laws into consideration when selecting a fire chief for the joint municipal fire department.

3.6 Benevolent and 53 Charitable Funds; 1953 Chevrolet Truck. GMFR's charitable financial assets, which include the Benevolent and 53 Funds and which have traditionally been used to (1) help GMFR employees and their families when an employee has been injured in the line of duty; and (2) preserve and celebrate the history of the GMFR, shall be held by GMFR as the re-named/re-purposed entity described in 3.1 above, which shall be responsible for holding, raising and distributing such charitable funds. GMFR shall retain full ownership of its 1953 Chevrolet truck (Vin # W52T034124; tank # 2; 2 ton truck; red in color) ("53 Chevy Truck"), which shall not be transferred to the Towns. GMFR will be responsible for insuring and maintaining the 53 Chevy Truck. The Towns agree to provide space in the fire station or at another suitable location to house the 53 Chevy Truck.

3.7 Representations and Warranties of GMFR. GMFR represents and warrants to and covenants with the Towns as follows, each of which shall be deemed to be independently material to and have been relied upon by the Towns.

(a) Organization and Authority of GMFR. GMFR is and will be on the Personal Property/Other Assets Closing and/or Real Property Closing date(s), whether existing as GMFR or as the re-named/re-purposed entity described in 3.1 above, a non-profit corporation duly organized and existing in good standing under the laws Maine. Any and all licenses, permits and other authorizations necessary to conduct GMFR's business are, and on the Personal Property/Other Assets Closing and/or Real Property Closing date(s) will be, validly issued and of full legal effect. GMFR has all requisite legal power and authority to enter into and perform the terms of this Agreement. This Agreement and the performance by GMFR of the transactions contemplated herein will not result in the breach or violation of any agreement, judgment, decree, order, indenture, mortgage, deed of trust or other instruments applicable to GMFR.

(b) Litigation. There is no litigation, proceeding or judgment pending, or to GMFR's best knowledge threatened, against or relating to GMFR, the Real Property, Personal Property or Other Assets, nor does it know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relative to GMFR, except as listed in Exhibit G, attached hereto.

(c) Compliance with Laws. To the best of GMFR's knowledge, GMFR has complied with all applicable federal and state laws relating to the employment of labor, including the provisions relating to wages, hours, collective bargaining, ERISA and the payment of social security taxes, and GMFR is not liable for any arrears of wages or for such taxes or penalties.

(d) Marketable Title and Condition of Assets. GMFR does now, and will at the Personal Property/Other Assets Closing date, have good and marketable title to all of the Personal Property and Other Assets, which shall be free and clear of all liens and encumbrances as of the Personal Property/Other Assets Closing (except as may be fully disclosed to the Towns and formally accepted by them); all Personal Property and Other Assets are in good operating conditions, and are presently usable in the ordinary course of GMFR's current business.

(e) Liabilities. Exhibit G attached hereto contains a complete and accurate list of the creditors and liabilities of GMFR prepared by GMFR as of the Effective Date. Except as to the extent reflected or reserved therein, GMFR has no material liabilities of any nature. GMFR represents and warrants that it does not know or have reasonable grounds to know of any basis for the assertion of any material liability against GMFR not reflected on or in excess of the amount shown on Exhibit G. On the Personal Property/Other Assets Closing and/or Real Property Closing date(s), GMFR, whether existing as GMFR or as the re-named/re-purposed entity described in 3.1 above, will not be in default of any of its contracts or obligations.

(f) Tax Returns; Financial Information. All federal, state and local tax returns or reports required to be filed by GMFR have been filed with the appropriate agencies and are accurate and complete and all taxes shown to be due thereon have been paid in full.

(g) Accuracy of Representations and Disclosures. GMFR represents and warrants that no representation or warranty by GMFR in this Agreement or in any statement, certificate, financial statement, tax return or other document furnished or to be furnished to the Towns pursuant hereto contains or will contain any untrue statement of material fact, or omit or will omit a material fact necessary to make the statements contained therein not misleading.

3.8 Publicity. Any public announcement regarding the transfer of functions and assets provided for hereunder shall be subject to the prior approval of the Joint Fire Commission.

3.9 Time. Time is of the essence in this Agreement. The transfer of the Personal Property and Other Assets; the transition of GMFR employees as discussed in Section 3.4 above; the assignment and assumption of GMFR's functions and obligations; and the entering into the Lease, shall occur concurrently to ensure that there is no interruption or diminishment of fire-protection and emergency-response services.

ARTICLE IV
OTHER

4.1 Notices. Every notice, request, demand, approval, consent or other communication authorized or required by this Agreement shall not be effective unless the same shall be in writing and either hand delivered or mailed by United States first class, postage prepaid mail directed to the other Parties at the addresses set forth below, or such other address as a Party may designate by notice given from time to time in accordance with this Section. All such notices and other communications initially shall be delivered or addressed to the Parties at the addresses set forth below.

Lyman:

Board of Selectmen, Town of Lyman
Lyman Town Offices
11 South Waterboro Road,
Lyman, ME 04002

With a copy to:

William H. Dale, Esq.
Jensen Baird Gardner & Henry
Ten Free St., P.O. Box 4510
Portland, ME 04112

Dayton:

Board of Selectmen, Town of Dayton
Dayton Town Offices
33 Clarks Mills Road
Dayton, ME 04005

With a copy to:

David Ordway, Esq.
Smith & Elliott, P.A.
199 Main Street
P.O. Box 1179
Saco, ME 04072

GMFR:

Normand J. Bilodeau, President
Goodwins Mills Fire Department
36 Lord's Lane
Lyman, ME 04002

With a copy to:

James P. Johnston, Chairmen of the Board of Trustees
Goodwins Mills Fire Department
19 Huff Rd.
Lyman, ME 04002

4.2 Miscellaneous. This Agreement shall be governed and enforced by the laws of the State of Maine. It sets forth the entire understanding and agreement of the Parties relating to the subject matter herein. It may be changed or terminated only by all Parties hereto in writing. Each Party shall execute and deliver such additional instruments for the purpose of carrying out this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have hereto caused this Agreement to be executed on the date stated above.

GMFR:

By: _____
Normand J. Bilodeau, President

By: _____
Nicole Steiner, Secretary

By: _____
James P. Johnston, Chairmen of the Board of Trustees

By: _____
H. Rodney Carpenter, Chief Executive Officer

Towns:

Lyman:

Dayton:

By: _____
Leo Ruel, Selectman

By: _____
Steven B. Marble, Selectman

By: _____
Theodore Poirier, Selectman

By: _____
Scott Littlefield, Selectman

By: _____
Michael Polakewich, Selectman

EXHIBIT A
Description of Real Property

A certain lot or parcel of land, with the buildings thereon, situated partly in the Town of Lyman and partly in the Town of Dayton, in the County of York, and State of Maine, bounded and described as follows:

Beginning at the northeasterly corner of land now or formerly occupied by Lydia C. Walker; thence easterly by said Walker's land and on in the same direction by land now or formerly of Grace W. Smith and Herbert E. Joy to the land now or formerly of J. H. Hanson; thence in a southerly direction by land of said Hanson to the southeast corner of the lot hereby conveyed; thence westerly by other land of said Hanson and on in the same course by land now or formerly of Raymond Burbank to the highway leading through the Village of Goodwin Mills, so-called; thence northerly by said Village Highway to the Walker land and the place of beginning; containing six acres, more or less.

Excepting herefrom a certain lot or parcel of land conveyed by Winnefred E. Litchfield to the Inhabitants of the Town of Lyman by deed dated December 7, 1950, and recorded in the York County Registry of Deeds in Book 1181, Page 172.

This conveyance is made together with a right of way, in common with others, as set forth in a deed from Dorothy B. Harris to the Town of Lyman, Douglas J. Spencer, Joy A. Spencer, and Goodwin Mills Fire Department, dated August 1, 1977, and recorded in said Registry of Deeds in Book 2257, Page 60.

Being the same property conveyed to the Goodwins Mills Fire Department, Inc. by quitclaim deed from the Inhabitants of the Town of Lyman and the Inhabitants of the Town of Dayton, dated August 2, 1993, recorded in the York County Registry of Deeds in Book 6681, Page 241.

ALSO, another certain lot or parcel of land situated in Goodwins Mills, so-called, in said Lyman, together with the buildings thereon, and being bounded and described as follows:

Beginning on the Southerly side of so-called Route 35 in said Goodwins Mills at a point marked by an iron pipe driven flush with the ground at the Northwesterly corner of land of Raymond and Marcia Burbank; thence North forty-eight degrees thirty-three minutes East (N 48° 33' E) along said Route 35 fifty-three (53) feet to an iron pipe driven into the ground and land of Winifred E. Litchfield; thence South forty-three degrees forty-five minutes East (S 43° 45' E) two hundred forty-eight and six tenths (248.6) feet to an iron pipe driven into the ground and land Winifred E. Litchfield; thence South twenty-six degrees West (S 26° W) fifty-three (53) feet to a broken stone post at corner of land of Winifred E. Litchfield and land of said Burbanks; thence North forty-four degrees twenty-five minutes West (N 44° 25' W) by said land of Burbanks two hundred sixty-nine (269) feet to an iron pipe driven into the ground and place of beginning.

Meaning and intending to convey, and hereby conveying, the same premises described in the deed of Winifred E. Litchfield to the Inhabitants of the Town of Lyman, dated December 7, 1950 and recorded in the York County Registry of Deeds in Book 1181, Page 172, and conveyed by the Inhabitants of the Town of Lyman to Goodwins Mills Fire Department by deed dated July 29, 1959, recorded in said Registry in Book 1470, Page 529.

This conveyance is made subject to a Right-of-Way to Winifred E. Litchfield, her heirs and assigns, for all purposes connected with the use of land of Winifred E. Litchfield, over a strip of land fifteen (15) feet in width Northeasterly of and contiguous to the Southwesterly boundary line of above described premises and extending from said Route 35 along the entire length of said Southwesterly boundary line to other land of Winifred E. Litchfield.

Exhibit B

LEASE

(With Option to Purchase)

LEASE made this _____ day of _____, 2011, (“Effective Date”) by and between _____ a non-profit corporation organized under the laws of Maine and located in the County of York, (hereinafter referred to as “Landlord” or “Optioner”) and the Towns of Lyman and Dayton, municipal corporations organized under the laws of Maine located in County of York (hereinafter collectively referred to as “Tenant” or “Optionee”).

W I T N E S S E T H:

THAT the Landlord, for and in consideration of the covenants and agreements herein mentioned to be kept and performed by the Tenant, has demised and leased, and does hereby demise and lease to the Tenant property situated at 481 Goodwins Mills Road, Lyman, Maine, shown and designated as Lots 3 and 4 on Lyman Town Tax Map 13 and as Lot 13 on Dayton Town Tax Map 7, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all buildings and improvements thereon and all rights, easements and appurtenances pertaining thereto (“Property”). Landlord further hereby grants and assigns to Tenant the right and option to purchase the Property for One Dollar (\$1.00), as described herein and set forth more fully in the Purchase and Sale Agreement for Real Property, Personal Property and Other Assets (including Assignment and Assumption of Functions and Obligations) between Landlord and Tenant dated _____ (“Transfer Agreement”). Upon the Real Property Closing, as that term is defined in the Transfer Agreement, this Lease will automatically terminate.

Tenant shall be entitled to possession of the Property for a period of one (1) year beginning on _____ and renewing automatically at the end of the first year and each subsequent one-year period, with the Tenant retaining the right to cancel at any time with thirty (30) days advance written notice to Landlord. The annual rent shall be the sum of One Dollar (\$1.00) payable on the Effective Date.

COVENANTS AND AGREEMENTS ON THE PART OF THE TENANT HEREIN

1. That it will pay for all utilities, such as water, gas and electricity, consumed on the Property and will pay for all maintenance and service expense in connection with any heating and air conditioning service of the Property.
2. That it will perform all maintenance and make all necessary repairs and improvements to the interior and exterior of the Property during the term of this Lease, all at Tenant's discretion and expense and Tenant shall hold Landlord harmless with respect to the cost of same.
3. That it will pay all taxes on assessments or betterment on real or personal property; insurance premiums and all other charges against the stock, fixtures and other personal property of the Property; and premiums for the real property insurance covering the Property.
4. That it agrees to hold Landlord harmless against any claims that may be made against it for damage or injury (including death) to persons or property by reason of or in any way arising out of or connected with the use of the Property and occupancy of the building thereon. Further, Tenant agrees to take out a liability insurance policy on said Property and name Landlord as additional insured.

COVENANTS AND AGREEMENTS ON THE PART OF THE LANDLORD HEREIN

1. That the Landlord will put the Tenant in actual possession of the said Property at the beginning of the term of said Lease, and that the Tenant, on paying the rent and performing the covenants herein agreed by it to be performed, shall and may peacefully and quietly have, hold and enjoy the Property for said term.

**MUTUAL COVENANTS AND AGREEMENTS BY
THE LANDLORD AND TENANT HEREIN**

1. The Parties shall obtain all third-party consent that is required to effectuate this agreement.
2. Any notice from one party to the other hereunder shall be in writing and shall be deemed to be duly given when given personally or if mailed, postpaid, addressed to the respective addresses set forth below:

Tenant:

Board of Selectmen, Town of Lyman
Lyman Town Offices
11 South Waterboro Road,

Lyman, ME 04002

With a copy to:

William H. Dale, Esq.
Jensen Baird Gardner & Henry
Ten Free St., P.O. Box 4510
Portland, ME 04112

Tenant:

Board of Selectmen, Town of Dayton
Dayton Town Offices
33 Clarks Mills Road
Dayton, ME 04005

With a copy to:

David Ordway, Esq.
Smith & Elliott, P.A.
199 Main Street
P.O. Box 1179
Saco, ME 04072

Landlord:

_____, President

Lyman, ME 04002

With a copy to:

_____, Chairmen of the Board of Trustees

Lyman, ME 04002

Landlord and Tenant may change said addresses by mailing notice of the change at least ten (10) days previous to said change to the other party.

3. That all merchandise, fixtures, effects and property of every kind, nature and description of Tenant, and all persons claiming through or under Tenant in and/or on said Property shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be damaged or destroyed by fire, water or otherwise by breakage, bursting of water pipes, steam pipes or other pipes or by any other cause, no part of such loss or damage is to be charged to or borne by Landlord.

4. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said

party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this lease shall be deemed a waiver of a breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on any subsequent occasion. Any and all rights and remedies which either party may have under this lease or by operation of law either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

5. If either party shall be in default in the performance or observance of any agreement or condition on its part to be performed or observed, then the other party shall have the right, but shall not be obligated, to cure such default, provided that it will have first given not less than ten (10) days' prior written notice designating such default to the defaulting party (except in the case of emergency, in which event no notice shall be required). In any case Landlord shall pay or be compelled to pay any sum of money by reason of Tenant's default, then in such event any reasonable sum so paid by Landlord shall be considered as additional rent; however, Tenant in any one month shall not be required to pay an amount larger than ten percent (10%) of the sum owed. If Tenant shall pay or be compelled to pay any sum of money, or to do any act that requires the payment of any money by reason of Landlord's default, then, in such event, the sum or sums so paid by Tenant shall be collectible by billing Landlord any reasonable sum so expended, which bill Landlord agrees to pay forthwith upon presentation.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this instrument on the Effective Date written above.

WITNESS:

LANDLORD/OPTIONER:

TENANT/OPTIONEE:

STATE OF MAINE

_____, ss.

Personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her free act and deed this _____ day of _____, 20__.

Notary Public

Print Name: _____

My Commission Expires: _____

Attachment 1. to Exhibit B

Property Description

[To Be INSERTED]

Exhibit C
Warranty Deed

KNOW ALL PERSONS BY THESE PRESENTS, that _____, a non-profit corporation organized under the laws of Maine, having its principal place of business at _____ Maine, County of York, and State of Maine (“Grantor”), for consideration of one dollar (\$1.00) paid and other valuable consideration, does hereby **grant to** the **Inhabitants of the Town of Lyman** and the **Inhabitants of the Town of Dayton**, both being municipal corporations organized under the laws of the State of Maine, their successors and assigns, having their principal places of business at 11 South Waterboro Road, Lyman, Maine and 33 Clarks Mills Road Dayton, Maine, County of York, and State of Maine, respectively, (“Grantees”), **with warranty covenants, as tenants in common**, the land in Lyman, County of York, State of Maine, described as follows:

Certain real property situated at 481 Goodwins Mills Road, Lyman, Maine, and being more particularly described in Attachment 1 attached hereto, together with all buildings and improvements thereon and all rights, easement and appurtenances pertaining thereto.

IN WITNESS WHEREOF, _____, has caused this instrument to be signed and sealed in its corporate name by _____, its President, thereunto duly authorized, this ____ day of _____, 20__.

WITNESS:

GRANTOR:

By: _____

Name: _____

Title: Its President

STATE OF MAINE

York, ss.

_____, 20__

Then personally appeared the above-named _____, President of said Grantor non-profit corporation, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Grantor non-profit corporation.

Before me,

Attorney at Law/Notary Public

Printed Name: _____

Attachment No. 1
to Exhibit C

A certain lot or parcel of land, with the buildings thereon, situated partly in the Town of Lyman and partly in the Town of Dayton, in the County of York, and State of Maine, bounded and described as follows:

Beginning at the northeasterly corner of land now or formerly occupied by Lydia C. Walker; thence easterly by said Walker's land and on in the same direction by land now or formerly of Grace W. Smith and Herbert E. Joy to the land now or formerly of J. H. Hanson; thence in a southerly direction by land of said Hanson to the southeast corner of the lot hereby conveyed; thence westerly by other land of said Hanson and on in the same course by land now or formerly of Raymond Burbank to the highway leading through the Village of Goodwin Mills, so-called; thence northerly by said Village Highway to the Walker land and the place of beginning; containing six acres, more or less.

Excepting herefrom a certain lot or parcel of land conveyed by Winnefred E. Litchfield to the Inhabitants of the Town of Lyman by deed dated December 7, 1950, and recorded in the York County Registry of Deeds in Book 1181, Page 172.

This conveyance is made together with a right of way, in common with others, as set forth in a deed from Dorothy B. Harris to the Town of Lyman, Douglas J. Spencer, Joy A. Spencer, and Goodwin Mills Fire Department, dated August 1, 1977, and recorded in said Registry of Deeds in Book 2257, Page 60.

Being the same property conveyed to the Goodwins Mills Fire Department, Inc. by quitclaim deed from the Inhabitants of the Town of Lyman and the Inhabitants of the Town of Dayton, dated August 2, 1993, recorded in the York County Registry of Deeds in Book 6681, Page 241.

ALSO, another certain lot or parcel of land situated in Goodwins Mills, so-called, in said Lyman, together with the buildings thereon, and being bounded and described as follows:

Beginning on the Southerly side of so-called Route 35 in said Goodwins Mills at a point marked by an iron pipe driven flush with the ground at the Northwesterly corner of land of Raymond and Marcia Burbank; thence North forty-eight degrees thirty-three minutes East (N 48° 33' E) along said Route 35 fifty-three (53) feet to an iron pipe driven into the ground and land of Winifred E. Litchfield; thence South forty-three degrees forty-five minutes East (S 43° 45' E) two hundred forty-eight and six tenths (248.6) feet to an iron pipe driven into the ground and land Winifred E. Litchfield; thence South twenty-six degrees West (S 26° W) fifty-three (53) feet to a broken stone post at corner of land of Winifred E. Litchfield and land of said Burbanks; thence North forty-four degrees twenty-five minutes West (N 44° 25' W) by said land of Burbanks two hundred sixty-nine (269) feet to an iron pipe driven into the ground and place of beginning.

Meaning and intending to convey and hereby conveying the same premises described in the deed of Winifred E. Litchfield to the Inhabitants of the Town of Lyman, dated December 7, 1950 and recorded in the York County Registry of Deeds in Book 1181, Page 172, and conveyed

by the Inhabitants of the Town of Lyman to Goodwins Mills Fire Department by deed dated July 29, 1959, recorded in said Registry in Book 1470, Page 529.

This conveyance is made subject to a Right-of-Way to Winifred E. Litchfield, her heirs and assigns, for all purposes connected with the use of land of Winifred E. Litchfield, over a strip of land fifteen (15) feet in width Northeasterly of and contiguous to the Southwesterly boundary line of above described premises and extending from said Route 35 along the entire length of said Southwesterly boundary line to other land of Winifred E. Litchfield.

Exhibit D
GMFR Personal Property List – Summary

Category	#	Individual Value	Total Value
Pumper Trucks	3	125K,150K,200K	\$ 475,000
Transporting Ambulances	2	180K,90K	\$ 270,000
Quint (Aerial/Pumper)	1	300K	\$ 300,000
Forestry Unit	1	75K	\$ 75,000
Service Truck w/ plow	1	40K	\$ 40,000
Ventilation Saws	2	1,500	\$ 3,000
Forestry Chains Saws	1	600	\$ 600
Thermal Imaging Cameras	2	10,000	\$ 20,000
Saws Alls	2	200	\$ 400
Hydraulic Rescue Tool	1	16,000	\$ 16,000
Hose Tester	1	1,500	\$ 1,500
Fans	2	600	\$ 1,200
Generators	3	600	\$ 1,800
Portable Pumps	2	600	\$ 1,200
Sump Pumps	3	125	\$ 375
Combustible Gas Meters	4	125/250	\$ 750
Defibrillators - Monitor	2	40K/ 30K	\$ 70,000
Defibrillators – AED	4	1,800	\$ 7,200
Hand Lights	38	125	\$ 4,750
Ground Ladders	14	300-1100	\$ 8,000
Nozzles	45	125-1800	\$ 30,925
Appliances	18	200-3000	\$ 19,450
Folding Tanks	3	800	\$ 2,400
SCBA Packs	26	5,000	\$ 130,000
SCBA Bottles	50	1,100	\$ 55,000
SCBA Masks	28	300	\$ 8,400
SCBA Amplifiers	32	275	\$ 8,800
VHF Mobile Radios	15	800	\$ 12,000
VHF Portable Radios	51	800	\$ 40,800

VHF Pager/Portable	35	600	\$ 21,000
VHF Pagers	18	450	\$ 8,100
UHF Mobile Radio	4	800	\$ 3,200
UHF Portable Radios	8	600	\$ 4,800
UHF/VHF Portables	4	150	\$ 600
Bunker Coats	51	1,100	\$ 56,100
Bunker Pants	50	1,100	\$ 55,000
Bunker Boots	33	200	\$ 6,600
Helmets	54	175	\$ 9,450
1-1/2" Hose	550'	80	\$ 880
1-3/4" Hose	2800'	160	\$ 8,960
2-1/2" Hose	1600'	180	\$ 5,760
3" Hose	1800'	195	\$ 3,510
5" Hose	3900'	600	\$ 23,400
Water Rescue Suits	5	600	\$ 3,000
Water Rescue Sled	1	1,500	\$ 1,500
Fire Extinguishers	14	85	\$ 1,190
Computer - Server w/ Rack	1	4,500	\$ 4,500
Computers - Desktop	10	800	\$ 8,000
Computers - Laptop	5	2@3500,3@1000	\$ 10,000
Printers	3	150	\$ 450
Copy Machines	1	600	\$ 600
Fit Testing Machine	1	10,000	\$ 10,000
Office/Kitchen Chairs	24	75	\$ 1,800
Folding Chairs	20	20	\$ 400
Classroom Tables	12	150	\$ 1,800
File Cabinets	8	300	\$ 2,400
Televisions	4	3@500/1@1100	\$ 2,600
House Generator	1	8,000	\$ 8,000
Gas Stove	1	1,500	\$ 1,500
Refrigerators	1	1,100	\$ 1,100
Microwave Oven	1	350	\$ 350

Dishwasher	1	450	\$ 450
Beds	4	250	\$ 1,000
Sofa / Recliner	2	450	\$ 900
Desks	4	2@500/2@1000	\$ 3,000
Kitchen / Conference Tables	2	250	\$ 500
Garden Tractor w/ Snow blower	1	4,000	\$ 4,000
Washer/Dryer - Clothes	1	1,200	\$ 1,200
Washer/Dryer - Bunker Gear	1	11,000	\$ 11,000
SCBA Compressor	1	35,000	\$ 35,000
Phones – Cellular	3	500	\$ 1,500
Phones – Fixed	12	175	\$ 2,100
Phone - Portable	2	1,100	\$ 2,200
Knox Boxes	3	500	\$ 1,500
Cameras - Digital	3	150	\$ 450
Cameras - Polaroid	3	75	\$ 225
LCD Projectors	2	500	\$ 1,000
In House Surveillance Cameras	9	3,000	\$ 27,000
EMS Training Manikin	1	10,000	\$ 10,000
Traffic Cones	48	15	\$ 720
Mobile Gear / Hose Racks	4	250	\$ 1,000
Misc Equipment / Tools	1	6,958	\$ 6,958
Tool Box w/ Assorted Tools	1	1,400	\$ 1,400
		Total	\$ 1,984,203

Exhibit E

GMFR Other Assets Description

- By-laws
- Regulations
- Standard operating procedures
- General orders
- www.gmfd.org
- Personnel files
- Training records
- Budget files
- Corporation records, including without limitation, bank accounts, service contract information, grant information, accounts payable, and accounts receivable as detailed in the corporation records documents transferred to the Towns on November 29, 2011, as may be supplemented by year-end financial reporting documentation (“11/29/11 Corporation Records”).
- All department related forms, including, without limitation:
 - Trucks checks
 - Exposure forms
 - First report of injury reports
 - Accident reports
 - Employee application
 - Hep B. decline form
 - Drug log
 - Drug usage form
 - SCBA bottle fill log
 - SCBA compressor run log
 - Eye wash inspection form
 - Ground ladder inspection form
 - Fire safety inspection form
 - Patient sign off form
 - MSDS forms
- Other related materials

Exhibit F
Bill of Sale

KNOW ALL PERSONS BY THESE PRESENTS, THAT that Goodwins Mills Fire Department, a/k/a Goodwins Mills Fire Rescue Department, a non-profit corporation organized under the laws of Maine, having its principal place of business at 481 Goodwins Mills Road, Lyman, Maine, County of York, and State of Maine (herein "Grantor") in consideration of one dollar (\$1.00) and other valuable consideration paid by the Towns of Lyman and Dayton, municipal corporations organized under the laws of Maine, having their principal places of business at 11 South Waterboro Road, Lyman, Maine and 33 Clarks Mills Road Dayton, Maine, County of York, and State of Maine, respectively, (herein "Grantees"), the receipt whereof is hereby acknowledged, does hereby GRANT, SELL, TRANSFER AND DELIVER unto the Grantees, with one-half interest going to each, the following goods and chattels, namely:

All personal property and other assets owned and used by Grantor in the conduct of its business, as more particularly set forth in Attachments No. 1 and No. 2 attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD, all and singular the said goods and chattels to the said Grantees, to their own use and behoof forever.

Grantor hereby covenants with the said Grantees, that it is the lawful owner of said goods and chattels; that they are free from all encumbrance; that it has good right to sell the same as aforesaid; and that it will WARRANT and DEFEND the same unto the said Grantees against the lawful claims and demands of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, it, Grantor has hereunto caused this instrument to be signed in its name as of the _____ day of _____ 2011.

WITNESS:

Grantor:

By: _____
Normand J. Bilodeau
Its President

Attachment No. 1
to Exhibit F
Personal Property Description
[Insert at time of execution]

Attachment No. 2
to Exhibit F
Other Assets Description
[Insert at time of execution]

Exhibit G
GMFR Obligations, Creditors, Liabilities & Litigation

GMFR's obligations, creditors, liabilities and litigation, consist of: (1) those ongoing obligations included in the 11/29/11 Corporation Records, as that term is defined in Exhibit E; and (2) any liability that may arise as a result of the 2010 construction contract with Littlefield Brothers, Inc. ("Construction Dispute"). The Towns will not assume any liabilities related to the Construction Dispute until the time of the Real Property Closing.

GMFR represents and warrants that it does not know or have reasonable grounds to know of any basis for the assertion of material liability against GMFR not reflected above or in excess of the amounts disclosed above. Should GMFR become aware of any material liability before the Personal Property/Other Assets Closing or the Real Property Closing, it shall provide Towns with written notice of same.

Exhibit H
GMFR Seniority List

Employee Number	Employee Last Name	Employee First Name	Seniority as of 11-15-2011	Adjusted Date of Hire	Employment Status
449	BEAULIEU	MICHELLE	2.0	11/15/2009	Part Time
192	BILODEAU	NORMAND	32.9	12/29/1978	Part Time
464	BYTHER	LICIA	0.2	9/3/2011	Part Time
309	CARPENTER	CHRISTOPHER	18.3	8/1/1993	Part Time
184	CARPENTER	H. RODNEY	26.7	3/10/1985	Part Time
453	CARPENTER	PERIAN	1.9	12/21/2009	Part Time
471	CLOUGH	NATHANIEL	0.2	9/3/2011	Part Time
465	CORBEIL	JACOB	0.2	9/3/2011	Part Time
431	CORBEIL	JUSTIN	3.5	5/16/2008	Part Time
353	DANIELS	PHILIP	14.9	12/24/1996	Part Time
412	DEMEULE	AMANDA	7.1	10/10/2004	Part Time
393	DUNHAM	CAROL	9.5	5/18/2002	Part Time
310	DUPRAS	STEVEN	8.5	1/1/1994	Part Time
364	DUROSS	MATHIEW	11.5	5/18/2000	Part Time
460	DYER	MEGAN	1.4	6/22/2010	Part Time
282	GAGNON	KAREN	23.2	9/8/1988	Part Time
454	HARRIS	AMANDA	1.5	5/16/2010	Part Time
314	HARRIS	BENJAMIN	16.9	12/25/1994	Part Time
186	HOOPER	ROGER	33.9	12/29/1977	Part Time
254	HOOPER	THOMAS	27.2	9/9/1984	Part Time
430	HUFF	CURTIS	3.8	1/28/2008	Part Time
370	HUFF	JAMES	11.1	10/11/2000	Part Time
461	HUTCHINSON	DAVID	1.2	9/3/2010	Full Time
130	JOHNSTON	BRUCE	39.8	2/6/1972	Part Time
276	JOHNSTON	CHAD	24.1	10/15/1987	Part Time
292	JOHNSTON	JAMES	21.2	9/8/1990	Part Time
469	KELLER	NATHANIEL	0.1	10/9/2011	Part Time
294	KIMBALL	JASON	11.5	5/18/2000	Part Time
421	LABBE	GUY	5.3	7/29/2006	Part Time
427	LABBE	KATHERINE	1.6	4/10/2010	Part Time
304	LABRECQUE	TIMOTHY	10.0	11/17/2001	Part Time
305	LANG	ROBERT	18.9	12/25/1992	Part Time
470	LAVERRIERE	LEYA	0.1	10/9/2011	Part Time
188	LITTLEFIELD	LELAND	33.9	12/29/1977	Part Time
43	LITTLEFIELD	TOMAS	3.8	1/28/2008	Part Time
467	LOIGNON	WESTLEY	0.2	9/3/2011	Part Time
190	LORD	MICHAEL	33.9	12/29/1977	Part Time
448	MARTIN	DYLAN	2.0	11/15/2009	Part Time
455	MCLAUGHLIN	TREABHAR	1.5	5/16/2010	Part Time
456	MCLEOD	DERIK	1.5	5/16/2010	Part Time
295	MESERVE	BRAD	20.9	12/26/1990	Part Time
472	OUELLETTE	BRANDON	0.1	10/9/2011	Part Time
417	PELLETIER	DONALD	3.8	1/28/2008	Part Time
291	PENDLETON	DAVID	21.9	12/26/1989	Part Time
426	PERRY	JEFF	4.4	6/23/2007	Part Time
468	RAY	CHRISTOPHER	0.2	9/3/2011	Part Time
463	RECORD	MICHAEL	0.3	7/28/2011	Part Time

450	REYNOLDS	MICHAEL	1.5	5/16/2010	Part Time
437	ROBERT	GREGG	3.5	5/16/2008	Part Time
345	ROMA	TIMOTHY	12.6	4/13/1999	Part Time
316	ROWELL	RONALD	12.6	4/13/1999	Part Time
347	ROY	DANIEL	12.6	4/13/1999	Part Time
447	RYDER	JACOB	2.0	11/15/2009	Part Time
452	SARTO	CHERYL	0.1	10/9/2011	Part Time
457	SARTO	PATRICK	1.5	5/16/2010	Part Time
459	SMALL	DOMINICK	1.5	5/16/2010	Part Time
420	SMITH	HOWARD	5.3	7/29/2006	Part Time
415	SMITH	ROBERT	6.2	9/4/2005	Part Time
423	STEINER	NICOLE	4.6	4/11/2007	Part Time
227	STEWART	RONALD	12.6	4/13/1999	Part Time
424	TAYLOR	DAVID	4.6	4/11/2007	Part Time
418	TAYLOR	STACEY	5.3	7/29/2006	Part Time
350	TIBBETTS	JILL	12.4	6/25/1999	Part Time
442	WADE	MARYANN	3.1	10/9/2008	Part Time

Exhibit I
Status Quo Covenants

GMFR covenants that, from the Effective Date through the Personal Property/Other Assets Closing and/or Real Property Closing, except as explicitly permitted otherwise by this Agreement or by prior written consent of the Towns, GMFR shall:

- (a) conduct the operations of GMFR in the ordinary course and in the same manner in which it has heretofore been conducted, materially in accordance with all applicable legal requirements;
- (b) maintain legal existence, good standing, all permits and any other qualifications to do business and to continue to conduct business as currently conducted;
- (c) keep in full force and effect insurance comparable in amount and scope of coverage to that now maintained by GMFR for the benefit of the property and the other assets;
- (d) not take any other action, or fail to take any other action, which action or failure would have constituted a material breach of the representations and warranties of GMFR contained herein, or would have rendered untrue, inaccurate or incomplete any of said representations and warranties or any of the schedules or exhibits to this agreement; and
- (e) not settle or compromise the Construction Dispute.