

OCT 8 2015

**MAINE CENTRAL RAILROAD  
BOSTON AND MAINE CORPORATION  
SPRINGFIELD TERMINAL RAILWAY COMPANY**

**TEMPORARY CROSSING AGREEMENT**

**CROSSING AGREEMENT**, made as of this 30 day of SEPTEMBER, 2015 by and between the "Railroad" as described in paragraph 1.A. below and "LICENSEE" as described in paragraph 1.B. below.

In consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency whereof both parties acknowledge, the Railroad hereby grants, so far as it lawfully may, a terminable, non-exclusive license, to the LICENSEE for the Use set forth in paragraph 1.E., and no other (the "License Agreement"), subject to the following conditions:

1. **DEFINED TERMS.** The following terms shall have the meanings specified wherever used in this License agreement:

A. **RAILROAD:**

Boston and Maine Corporation, Maine Central Railroad Company and the Springfield Terminal Railway Company, their affiliates, successors and assigns, c/o Pan Am Railways, with a mailing address of Iron Horse Park, North Billerica, Massachusetts 01862.

B. **LICENSEE:** Performance Food Group, Inc.  
12500 West Creek Parkway  
Richmond, VA 23238

**MAIL TO:** Performance Food Group, Inc.  
c/o Kent R. Berke, Senior Vice President  
12650 E. Arapahoe Road  
Centennial, CO 80112

C. **PREMISES:** A temporary private at-grade crossing for use solely by the LICENSEE and its authorized agents for purposes of accessing that certain land as further described in Exhibit D (the "Land"). Located on the Railroad's Augusta Branch Line at Valuation Section 1, Sheet 61, Valuation Station 3172+88.

D. **APPURTENANCE** A certain temporary private at-grade crossing of the Railroad's track on its Premises at the location described above in Paragraph 1C (hereinafter referred to as the "Crossing") not to exceed forty feet in width.

E. **USE:** The Crossing may be used for tractor-trailer access to and from the Land, presently owned by Central Maine Power (accessible by LICENSEE

pursuant to a separate lease agreement by and between those parties) and by LICENSEE.

**F. LICENSE AGREEMENT FEE: \$4,650.00**

**Construction Fee: N/A**

**Maintenance Fee: \$1675.00 per annum.** The Maintenance Fee covers annual engineering oversight, track inspection, signal inspection and miscellaneous engineering services. This fee does not cover any capital improvements which the Principal Engineering Officer ("PEO") in his sole discretion may require in the future.

**G. TERM: Thirty (30) days.**

**H. INSURANCE REQUIREMENTS:** A form of Commercial General Liability or so-called "Broad Form" with limits of not less than Five Million/Ten Million Dollars (\$5,000,000.00/\$10,000,000.00). See specific provisions of Paragraph 26 of "Exhibit B" annexed hereto, the attached Exhibit C, and incorporated herein by reference.

**I. EXHIBITS:** Each of the following exhibits are hereby incorporated by this reference into this License Agreement:

A. Exhibit A – Crossing Plan

B. Exhibit B – Additional Provisions

C. Exhibit C – Insurance Requirements an Indemnification of Railroad

D. Exhibit D – Depiction of Land

**2. TERM AND TERMINATION.** The Term of the License Agreement shall commence upon the date first above written and shall continue thereafter on an annual basis, until the License Agreement is terminated by either party with thirty (30) days prior written notice. In the event of a breach of this License Agreement by the LICENSEE, which breach is not cured within fifteen (15) days of written notice of said breach (five (5) days in the case of a breach regarding any payment due hereunder) this Agreement will be considered terminated and the LICENSEE shall, at the request of the Principal Engineering Officer ("PEO") and at LICENSEE'S sole cost and expense, remove the crossing and all attachments and other fixtures from the Premises in a good and workmanlike manner. If within thirty (30) days after the LICENSEE'S receipt of notification of termination, any attachments, wires, and other fixtures that have not been removed from the Premises as requested by the PEO, the same shall become the absolute property of the Railroad and the Railroad may remove the same from the Premises at the sole cost and expense of the LICENSEE. Notwithstanding the foregoing, the parties

may mutually agree to terminate this Agreement at any time. In no event will the termination of this Agreement relieve any party of an obligation which was created or which accrued to that Party prior to said termination.

The LICENSEE and Railroad have agreed that the Railroad will not require a so-called Railroad Protective Insurance Policy for the initial construction of the crossing. They also agree that should there be an additional need for construction at a later date, the Railroad may require, in its sole discretion, a Railroad Protective Insurance Policy.

Both Railroad and LICENSEE agree that this crossing is for private commercial use and will be used solely by the LICENSEE and his contractors. The crossing is not for use as a thru-way, road or driveway and should not be used as such. Should the use of the crossing exceed these purposes and the LICENSEE does not discontinue the use when requested by the Railroad, the Railroad may close the crossing and the LICENSEE waives his right to petition the State of Maine for a new crossing.

3. **FEE.**

- A. The LICENSEE shall pay the Railroad the License Agreement Fee and Maintenance Fee set forth in paragraph 1F, in advance, without offset or deduction, for each year it possesses the Premises hereunder. Notwithstanding any such advance payment of the License Agreement Fee and Maintenance Fee, the right to terminate the License herein granted shall continue in full force and effect and, in case this License Agreement is so terminated for any reason, the Railroad shall abate a proportionate share of the License Agreement Fee and Maintenance Fee so paid in advance.
- B. Unless the License Agreement is sooner terminated, the License & Maintenance Fees shall be re-evaluated every three years to stay current with the Railroad's costs associated with maintaining the private crossing, commencing on the first annual anniversary hereof. The resulting product shall be the new annual License Agreement and/or Maintenance Fee. Checks should be made payable to Springfield Terminal Railway Company.
- C. The LICENSEE hereby agrees to pay, in addition to the License Agreement Fee, all real estate, excise, personal property or other taxes assessed in respect to its Use or possession of the Premises, the Appurtenance, its property or equipment of any description located upon the Premises, or the License Agreement herein granted.

4. **NO WARRANTIES.** The Railroad makes no warranty as to the title, fitness or condition of the Premises, express or implied, and the LICENSEE acknowledges that it occupies the Premises at its sole risk and peril.

5. **COMPLIANCE WITH LAWS.** The LICENSEE at its sole cost and expense shall comply with, and shall cause the LICENSEE's use of the Premises to comply with, all applicable local, county, state or federal laws, codes or ordinances of any description, including, but not limited to: zoning, building, engineering, sanitation, health or environmental laws, particularly, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq. as amended). The LICENSEE shall promptly remedy any breach of law.
6. **PRIORITY OF RAILROAD OPERATIONS.** The operations of the Railroad, Pan Am Railways ("Pan Am"), the affiliated railroads of Pan Am, (in general and those running through the Premises in particular) and the operations of other lessees, LICENSEES and lawful occupants of the Premises shall have absolute priority over the license herein granted.
7. **LICENSEE'S INDEMNIFICATION.** The LICENSEE hereby agrees to defend with counsel acceptable to the Railroad, release, indemnify, protect and hold harmless the Railroad, Pan Am, their affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Premises from and against any and all loss, cost, damage, or expense arising solely with respect to LICENSEE's use or possession of the Premises, including, without limitation, all claims or suits for loss or damage to: (i) property of any description or natural resources, (ii) personal injury, sickness or death of any person, (iii) delay damages, (iv) All matters relating to the alteration of wetlands by LICENSEE, (v) breach of any law, particularly any alleged release of oil or hazardous or otherwise harmful materials or substances (including, but not limited to costs for assessment, remedial or response actions), or (vi) other damages arising solely from the LICENSEE's use or possession of the Premises, whether such loss, cost, damage or expense is suffered or caused by the LICENSEE, the Railroad, Pan Am, their affiliates, successors, assigns, lessees, LICENSEES and/or the officers, agents, employees, or representatives of any of them, or by others.
8. **INSURANCE.** The LESSEE shall maintain in respect of the Premises comprehensive public liability and property damage insurance with combined limits no less than those set forth in Section 1 with responsible companies in good standing with the regulatory authorities of the state wherein the Premises are located. The insurance shall be under policies which are acceptable to the LESSOR in form and substance. The LESSEE shall deposit the insurance certificates with the LESSOR prior to taking possession of the Premises, and thereafter, no later than thirty (30) days prior to the expiration of the same. All insurance certificates shall provide for no less than ten (10) days prior notice to the LESSOR of cancellation.
9. **SUBSEQUENT WORK OR ENTRY.** The LICENSEE agrees to perform no construction, maintenance, repair, replacement, extension or removal work affecting the Appurtenance, or otherwise enter the Premises during the Term of this License Agreement (unless pursuant to the Use stated herein and the terms

and conditions of this Agreement) after the construction and installation of the Appurtenance is completed without in each instance: (i) submitting full plans and details of the proposed work or entry onto the Premises for approval of the Railroad; (ii) executing a new agreement consistent with Railroad's standard "Railroad Service Agreement" and furnishing the Railroad with a policy of "Railroad Protective Liability Insurance" in such forms and with such coverage as the Railroad may specify; and (iii) paying all costs and fees for review and inspection of such proposed work or entry and for flagging, document preparation and/or other railroad services. The LICENSEE expressly acknowledges and agrees to perform such work and/or enter the Premises only upon such terms and conditions as the Railroad may specify and pursuant to the terms and conditions stated in this Agreement.

10. **LICENSEE'S OTHER DEFAULT, RAILROAD'S REMEDIES.** In the event the LICENSEE: (a) declares bankruptcy or insolvency or files a petition with any court seeking reorganization or debtor's relief; (b) files a petition for the appointment of a trustee or receiver of all or a substantial portion of the LICENSEE's property; (c) compounds or attempts to compound or make an assignment for the benefit of creditors; (d) abandons the Premises; or (e) suffers this License agreement to be taken on writ of execution, then the Railroad, in addition to all other remedies it may have, shall have the immediate right to terminate this License agreement and/or to re-enter the Premises without prior notice to the LICENSEE and peaceably remove all persons, property, fixtures and equipment from the Premises and store the same at cost to the LICENSEE, all without legal process and without being deemed guilty of trespass, or self-help, or becoming liable thereby for any loss, cost or damage.
11. **DELIVERY UP OF PREMISES.** At the termination of this License Agreement, the LICENSEE shall deliver up possession of the Premises, promptly remove the Appurtenance and all property, equipment, fixtures and other effects therefrom and restore the Premises to a safe condition, satisfactory to the Railroad.
12. **RAILROAD'S COST.** If the Railroad makes any expenditures or incurs any obligations for the payment of money in connection with enforcing any of its rights under this License Agreement, including, but not limited to, attorneys' fees and expenses, the LICENSEE shall pay such sums, together with interest computed at a rate of 1.5 percent per month until paid, after written demand therefore.
13. **GENERAL PROVISIONS.**
  - A. **No Waiver.** Waiver of any provision of this License Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision, or a waiver of the same provision, in any other instance; but each provision shall continue in full force and effect with respect to any other then existing or subsequent breach.

- B. Notice. Any notice to be given in connection with this License Agreement shall be given in writing to the respective party at its address specified in paragraph 1, with a copy to Robert Culliford, General Counsel, Pan Am Railways, Iron Horse Park, North Billerica, Massachusetts, 01862, or at such other address for a party as that party may specify by notice, by (i) delivery in hand or by postage prepaid, United States first class mail, or (ii) Federal Express or other form of expedited receipt, or (iii) telegram. Notice so sent shall be effective upon receipt, or upon attempted delivery, if such notice is not accepted by the recipient.
- C. Miscellaneous. The License Agreement: (i) may be executed in any number of counterparts, each of which when executed by all parties to this Agreement shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument; (ii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between or among any or all of the parties in such respect; (iii) may only be amended, modified, or terminated, and any right under this Agreement may be waived, in whole or in part, by a writing signed by all parties; (iv) shall bind and inure to the benefit of the parties and their respective legal representatives, successors and assigns, except that the LICENSEE may not delegate any of its obligations under this License Agreement or assign this License Agreement without the prior written consent of the Railroad; provided, however, LICENSEE may delegate its obligation or assign this License Agreement to its affiliates with prior consent of the Railroad; (v) shall take effect as a sealed instrument; and (vi) is not intended to inure to the benefit of any third party beneficiary.
- D. Applicable Law. This License Agreement shall be governed by and construed in accordance with the laws of the State wherein the Premises lie.
- E. No Estate Created. This License Agreement shall not be construed as creating or vesting in the LICENSEE any easement or estate in the Premises, but only the limited right of possession and Use under this License Agreement hereinabove described.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the date first set forth above by their duly authorized representatives.

**RAILROAD:  
SPRINGFIELD TERMINAL  
RAILWAY COMPANY**

Sham H. H.  
Witness

By: Edie M. Krug  
Ted Krug, Chief Engineer, Design & Construction

**RAILROAD:  
MAINE CENTRAL RAILROAD COMPANY**

Sham H. H.  
Witness

By: Edie M. Krug  
Ted Krug, Chief Engineer, Design & Construction

**LICENSEE:  
PERFORMANCE FOOD GROUP, INC.**

Margaret M. M.  
Witness

Signature: Kent R. Berke

Print Name: Kent R. Berke, Senior Vice President

\_\_\_\_\_  
Witness

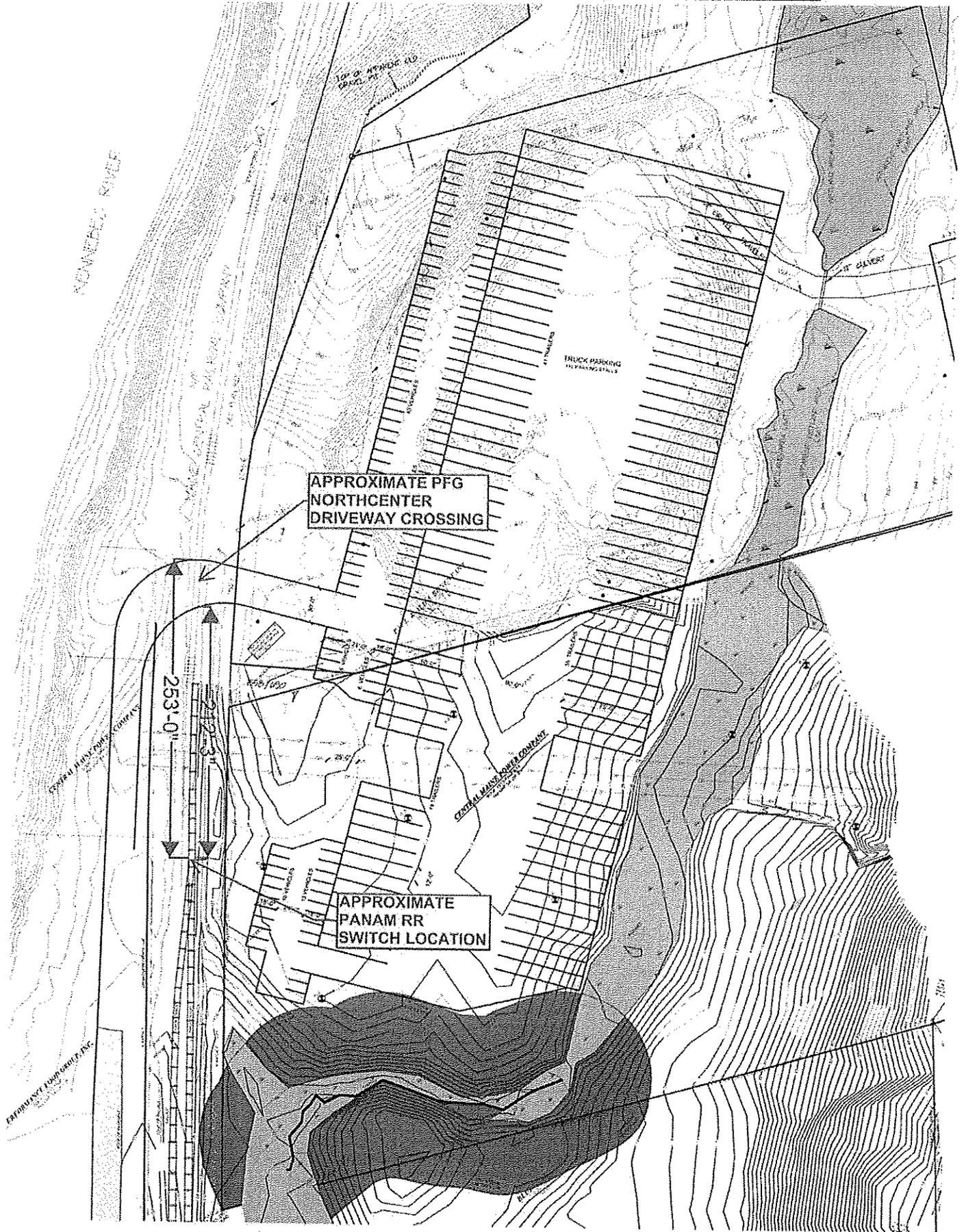
Signature: [Signature]

Print Name: \_\_\_\_\_

**EXHIBIT A**  
**Crossing Location**

See attached.

# EXHIBIT FOR PANAM RR CROSSING



**EXHIBIT B**  
**Additional Provisions**

14. All installation, construction, maintenance, repair, replacement or removal work (hereinafter referred to as "Work") of any kind ever to be performed affecting the Appurtenance(s), meaning particularly, but not exclusively, all fixtures, protection devices, equipment, tracks, grading and other improvements associated with the Crossing, shall be subject to the following:
- A. The LICENSEE shall submit full plans and specifications in writing for any such proposed Work to the Railroad for the approval of the Principal Engineering Officer ("PEO") no later than thirty (30) days prior to the proposed commencement of such Work, and no Work shall be undertaken by or on behalf of the LICENSEE until the LICENSEE shall have received written approval from said PEO of the plans for such Work. The PEO's judgment as to the nature, quality, manner and other particulars of any Work shall be final.
  - B. The LICENSEE agrees that if any work is, in the sole and reasonable opinion of the PEO, determined by him to be substandard, defective or not in conformity with the approved Plans, such Work, shall be for with removed and replaced with Work which meets with the written approval of the PEO at the sole expense of the LICENSEE.
  - C. All Work shall be done in compliance with the approved plans, in a good and workmanlike manner, under supervision of Railroad personnel, and subject to such conditions as the PEO may from time to time impose.
  - D. All or any part of the Work shall be done by Railroad forces at the sole cost and expense of the LICENSEE.
  - E. In addition to the expense described in paragraph D, the LICENSEE shall pay the Railroad all costs associated with any Work or referable in any way to the Crossing, including, without limitation, those for materials and equipment, engineering review costs, flagging protection and inspection costs and legal fees.
  - F. The LICENSEE shall secure and furnish to the Railroad, any and all permits and approvals from any applicable government authority which may be necessary to perform the Work. While performing the Work, the LICENSEE shall comply with all applicable state, local, county or federal law. The LICENSEE shall not suffer any mechanic's liens or other similar liens to subsist upon the title to the Premises as a result of the LICENSEE, or claimed to have been furnished to or in behalf of the LICENSEE, for any Work, but shall promptly pay any claim or otherwise cause the same to be released.

- G. In addition to the provisions of paragraph 7 of this agreement, the LICENSEE shall release, indemnify, and hold the Railroad harmless for sickness, injury or death to any person or damage to any property of any description arising in any way out of the Work, without regard to who suffered or caused said sickness, injury, death or damage.
15. The LICENSEE agrees that, in the event the Railroad is ever ordered by any governmental authority to create a public crossing over the premises or to provide, install, alter, or improve any form of protection at the Crossing (including, but not limited to: a whistle post, sign, flashing light and/or gate, or other automatic protection equipment and any associated drainage or paving work), the LICENSEE shall fully pay the Railroad for the design, installation, maintenance, replacement, repair and removal of such protection and for electricity (including the cost to furnish electrical power to the site) necessary to operate any mechanical or electrical protection and shall continue, after the creation of such public crossing, to pay to the Railroad an amount equal to the License and Maintenance Fees described in this Agreement for a period of twenty (20) years as additional compensation for the benefits conferred upon the LICENSEE's during the existence of the private crossing permitted hereunder.
  16. The LICENSEE agrees to assume the cost of the temporary removal, restoration or relocation of the Crossing in the event of track repairs, track removal, signal line repair or installation, or any Work in connection with the track and related appurtenances, or the installation of any system for the transmission of intelligence or information by any other means whether now existing or hereafter devised by the Railroad are ever necessary.
  17. If ever required in the sole and reasonable opinion of the PEO of the Railroad, the LICENSEE shall assume the cost of raising and or relocating any pole and wire occupancies resulting from the existence of the Crossing.
  18. The LICENSEE shall maintain suitable vehicular approaches to the Crossing, said approaches shall be as level with the top of the rails as conditions will allow for a distance of approximately fifty (50) feet from the near rail of the nearest track at the Crossing. The LICENSEE shall maintain the Crossing and the approaches to the Crossing to the satisfaction of the PEO. The LICENSEE shall erect and maintain standard highway signs on the vehicular approaches to the Crossing.
  19. The LICENSEE shall use the Crossing in such a manner as will not damage the rails, ties or fastenings and shall restrict the use of the Crossing to rubber-tired vehicles used in connection with the LICENSEE's operations and the operations of the LICENSEE's tenant(s) and/or occupant(s). The LICENSEE shall not move heavy equipment of any description, including cranes, construction or excavation equipment, flatbeds loaded with heavy machinery, motor scrapers, etc. over the Crossing without prior approval of the PEO. The Railroad reserves the right to provide full flag protection for such moves at the LICENSEE's expense.

20. The LICENSEE shall not obstruct the Crossing or the free flow of traffic through the same. The LICENSEE shall not suffer or allow vehicles or equipment to park or stand in the Crossing.
21. The LICENSEE agrees to keep brush and growth clear from the four quadrants of the Crossing at its sole expense and to provide for adequate views.
22. The LICENSEE will construct (if necessary) and/or maintain a drainage system in and around the area of the Crossing acceptable to the PEO of the Railroad.
23. The LICENSEE will keep the Crossing, including the flangeways, clean of sand, gravel, snow and ice at all times and at LICENSEE'S sole cost and expense.
24. Notwithstanding any other provision hereof, it is agreed that rail movements over the Crossing shall have preference to vehicular movements and that no claim shall be made against the Railroad and no action shall ever be taken by the LICENSEE against the Railroad because of Railroad equipment blocking passage of vehicles over the Crossing during the movement of freight in the normal course of Railroad's business.
25. The LICENSEE shall take all necessary precautions for its own protection, for the protection of its invitees, agents, employees, members, patrons, or guests, and the protection of trains while using the Crossing, have due regard for the operation of trains or locomotives on the Premises without whistling, ringing of bells or other warning.
26. In addition to all other insurances required to be provided by the LICENSEE hereunder, the LICENSEE further agrees to obtain, keep in force and pay the premiums on a policy of insurance covering the Railroad's liabilities at said Crossing and designating the Maine Central Railroad Company and its operating subsidiary, the Springfield Terminal Railway Company, their successors, heirs and assigns (or any other entity designated by the Railroad) as **an additional insured on a primary basis**; such policy shall be the Broad form of Commercial General Liability with the Railroad Exclusion Excepted therefrom. Such policy shall provide for (a) public liability insurance acceptable to personal injuries, sickness or death of any person, with a coverage of not less than five million dollars (\$5,000,000.00) for any one person, and ten million dollars (\$10,000,000.00) in the aggregate. The policy shall be subject to the prior approval of the PEO as to matters of form, substance and coverage. The Railroad, in its sole and reasonable discretion, shall have the right to increase the limits of liability from time to time by providing LICENSEE with written notification of said increase.
27. The LICENSEE agrees that the right to use the Crossing as herein described shall terminate without notice or entry by the Railroad if the insurance requirements, if any, described in Paragraph 26 ever lapse. The right to use the Crossing shall only resume at the Railroad's election, after proof of said insurance is deposited

with the Railroad and after the LICENSEE furnishes a suitable bond covering the period of time during which such insurance lapsed.

28. The LICENSEE agrees to provide written notification to the Railroad of the termination of use of the Crossing and/or if the LICENSEE is no longer permitted to access the land accessed by the Crossing. In the event of termination of use of the Crossing or if LICENSEE no longer has any rights to access the Land, the Railroad and LICENSEE agree that said Agreement can be terminated by the Railroad at the next annual renewal date of the License Agreement and/or pursuant to the terms of this agreement.
29. The LICENSEE agrees that in the event of Railroad's termination of freight service across the Premises, the Railroad may terminate this License Agreement at the next annual renewal date of the License Agreement and/or pursuant to the terms of this agreement.
30. In the event of a default of any term or condition of this License Agreement, Railroad agrees to provide LICENSEE written notice of said default. Railroad agrees to provide a copy of said written notice of default, provided pursuant to Paragraph 2 of this agreement, to LICENSEE's counsel and LICENSEE's lender, both to be addressed as follows:

**LICENSEE's Counsel:**

McCarthy, Lebit, Crystal & Liffman Co., L.P.A.  
Attn: Kenneth B. Liffman, Esq.  
101 W. Prospect Ave., Suite 1800  
Cleveland, Ohio 44115

31. In the event LICENSEE changes counsel, LICENSEE agrees to provide Railroad with written notification of said change.
32. This agreement and the license it covers is confidential between the parties designated herein and no assignment may occur by the LICENSEE, except as otherwise provided herein.

**EXHIBIT C**  
**INDEMNIFICATION OF RAILROAD**

The LICENSEE shall procure and maintain, at its sole cost and expense, the following insurance coverage naming the Railroad as insured, in forms and with companies and coverage limits satisfactory to the Railroad, and to be designated as follows:

**Boston and Maine Corporation, Maine Central Railroad Company and the Springfield Terminal Railway Company, their affiliates, successors and assigns, c/o Pan Am Railways, with a mailing address of Iron Horse Park, North Billerica, Massachusetts 01862**

- (I) Comprehensive General Liability Insurance protecting against liability from bodily injury or property damage arising out of the use of the Temporary Crossing.
- (II) Automobile Liability Insurance covering all motor vehicles used about or in connection with the Temporary Crossing or any Construction Project.

If the LICENSEE does not meet the Railroad's standard of minimum protective liability insurance requirements as described above, any damages or loss incurred through such negligence shall be to the detriment of the LICENSEE. The LICENSEE hereby agrees to indemnify, hold harmless, release and defend (with counsel acceptable to the Railroad) the Railroad, their affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Railroad Property from and against any and all claims, demands, losses, costs, damages, causes of action, lawsuits, judgments, including reasonable attorneys' fees and costs or expenses arising solely with respect to the Temporary Crossing or any Guest(s), Contractor, or third-party use or possession of the Railroad Property including, without limitation, (i) all claims or suits for loss or damage to property of any description or natural resources, (ii) personal injury, sickness or death of any person, (iii) delay damages, (iv) all matters relating to the alteration of wetlands by LICENSEE, (v) breach of any Law, particularly any alleged release of oil or hazardous or otherwise harmful materials or substances (including, but not limited to costs for assessment, remedial or response actions), or (vi) other damages arising in any way out of the use of the Temporary Crossing, Construction project, Contractor or third-party use or possession of Railroad Property, whether such loss, cost, damage, or expense is suffered by the LICENSEE, Guest(s), Contractors, third-parties, the Railroad, their affiliates, successors, assigns, lessees, licensees and all other lawful occupants of the Railroad Property, or the officers, agents employees, or representatives of any of them, or by others.

In addition to the provisions above, the LICENSEE expressly agrees to assume responsibility for; and to release Railroad, and their affiliates from, any and all claims, costs, suits, judgments arising from or related to any actual, alleged or potential violations of any federal, state or local environmental law, regulation, rule, ordinance, or code solely with respect to LICENSEE use, in a manner that relates in any way to the performance of the Temporary Crossing.

In the event that at any time during the performance of the Temporary Crossing, the LICENSEE discovers any contamination or suspected contamination that triggers notification requirements under any applicable federal, state or local law, rule, regulation or ordinance, the LICENSEE agrees to promptly notify the Railroad, who will assume responsibility for performing any

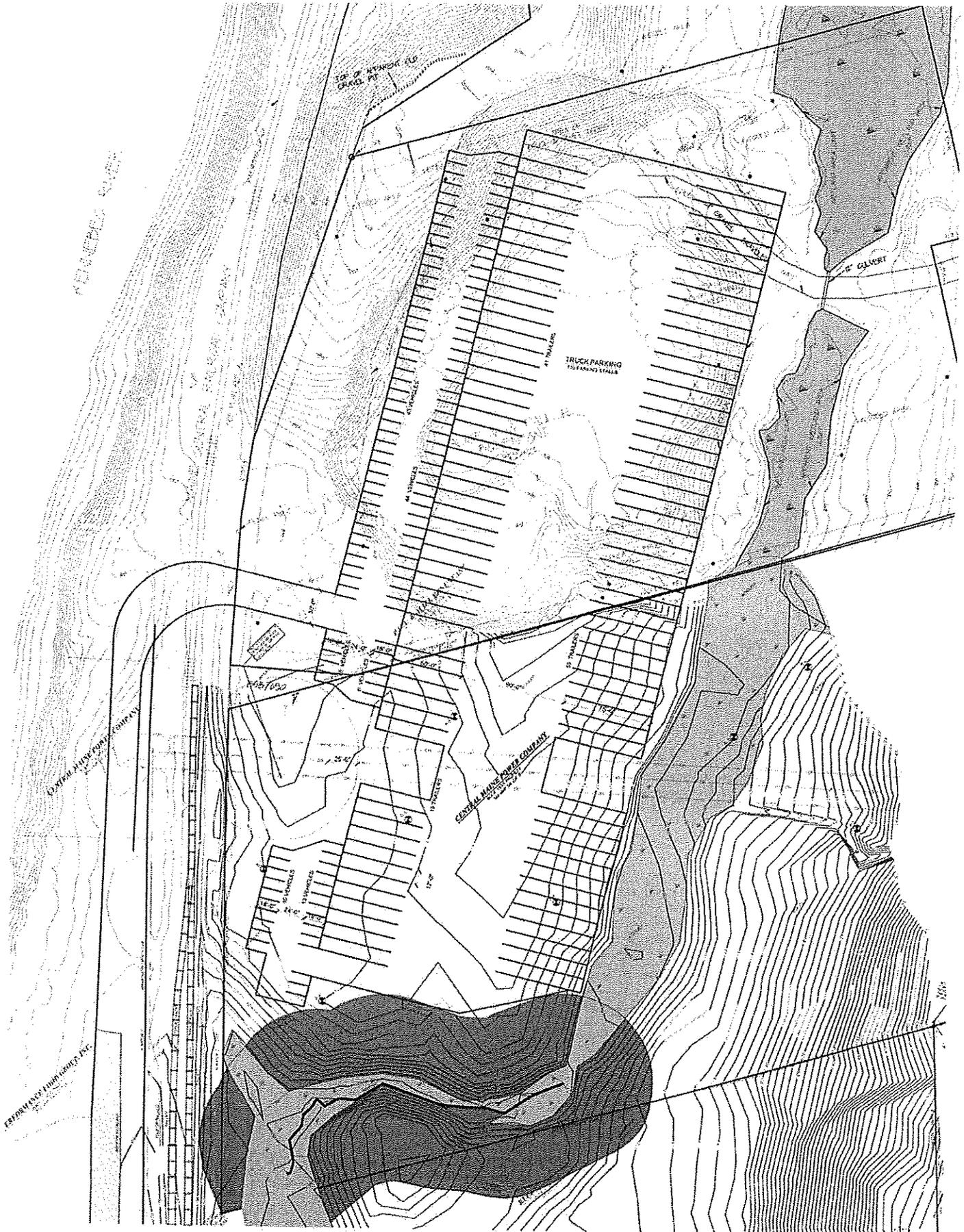
notification, if necessary, in accordance with good environmental practice, and if any further investigation or remediation is determined necessary the Railroad will perform the investigation and remediation. The LICENSEE agrees to indemnify the Railroad of any and all costs associated with the environmental contamination, if such environmental contamination arose solely from LICENSEE's use of the Temporary Crossing. The LICENSEE shall be held solely responsible for the cost of any necessary investigation and/or remediation.

**EXHIBIT D  
DEPICTION OF LAND**

See attached.

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# EXHIBIT FOR PANAM RR



OCT 8 2015

CMP to PFG

## INDENTURE

**THIS INDENTURE** made and entered into this 8<sup>th</sup> day of October, 2015, by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation having its office and principal place of business at 83 Edison Drive, Augusta, Kennebec County, Maine 04336, hereinafter "Grantor" and **PERFORMANCE FOOD GROUP, INC.** a Colorado Corporation having a mailing address of 12500 West Creek Parkway, Richmond, VA 23238, hereinafter "Grantee".

### WITNESSETH

#### Grant from the Grantor to the Grantee:

Grantor does hereby grant unto the Grantee, **WITHOUT COVENANT**, a 70 foot wide easement, as hereinafter described, in and to the Grantor's 150 foot wide strip of land designated Transmission Line Corridor Section 272, situated in Augusta, Kennebec County, Maine, for the purposes of (i) constructing and maintaining an access roadway across Grantor's land; (ii) to pass and repass on foot and with vehicles over said access roadway for the purpose of ingress and egress, in common with others, to land of the Grantee, as hereinafter described, in and to Grantor's said strip of land. Said easement and rights are over a portion of the Grantor's land acquired from Harvey Warehouse, Inc. by a deed dated August 30, 1971, recorded at the Kennebec County Registry of Deeds in Book 1590, Page 37.

Said easement granted to Grantee hereunder shall hereinafter be referred to as the "Easement" and is more particularly bounded and described on Exhibit A attached hereto and made a part hereof.

The Easement and rights shall be subject to the conditions, limitations and covenants set forth below and shall, subject thereto, be for the benefit of and appurtenant to land of Grantee described in deeds recorded in the Kennebec County Registry of Deeds in Book 12099, Page 178.

#### Grant from the Grantee to the Grantor:

Grantee does hereby convey to the Grantor the following:

1. Any rights, not described above, that the Grantee may have in the Grantor's land pursuant to reservations in Grantor's deeds described above or otherwise.
2. The right and easement to pass and repass on foot and with vehicles over, along and across any roadway as now exist, or to be constructed by the Grantee in the future, between any public road and the easement area herein conveyed.

operation as a public utility or otherwise, including but not limited to the installation, removal and maintenance of utility lines and wires, structures and equipment. Notwithstanding the foregoing, Grantor shall not use the Easement in such a way as to interfere or restrict Grantee's use of the Easement as contemplated herein. Further, nothing in this Indenture shall be construed as conveying any right to Grantee not expressly granted herein nor shall any liability arise from Grantor's use of its land.

- 9. The Grantee, for itself and its heirs and assigns, hereby waive any claim they now have or may have in the future against the Grantor and or its parent corporation and affiliates and their directors, officers, employees, contractors, agents, its and their successors and assigns, which may arise out of the Grantee's, its heirs and assigns, use of the Easement and rights, pursuant to this Indenture or otherwise.
- 10. The Grantee, for itself and its heirs and assigns, agree to indemnify the Grantor and its parent corporation and affiliates and its and their directors, officers, employees, agents, contractors, successors and assigns and hold it and them harmless from and against all claims, penalties, fines, demands and actions arising out of the use of the Grantor's land by the Grantee, or its heirs, assigns, agents, contractors, invitees or others.

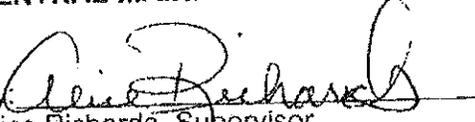
The terms Grantor and Grantee shall include their respective successors, affiliates, heirs or assigns.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on this Indenture, all as of the day and year first above written.

Signed, Sealed and Delivered  
in presence of:

  
Witness

**CENTRAL MAINE POWER COMPANY**

By:   
Alice Richards, Supervisor  
Real Estate Services

**PERFORMANCE FOOD GROUP, INC.**

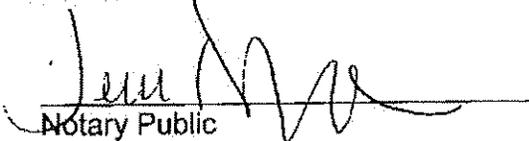
  
By:   
Kent R. Berke, Senior Vice President

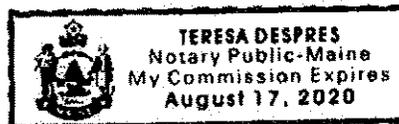
\_\_\_\_\_  
Witness

STATE OF MAINE  
KENNEBEC, ss.

October 8, 2015.

The above named Alice Richards, Supervisor, Real Estate Service, personally appeared before me and acknowledged the foregoing instrument to be her free act and deed in his said capacity and the free act and deed of said Central Maine Power Company.

  
Notary Public



STATE OF \_\_\_\_\_  
\_\_\_\_\_, ss.

October \_\_, 2015.

The above named Kent R. Berke, Senior Vice President, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

\_\_\_\_\_  
Notary Public/Attorney At Law

\_\_\_\_\_  
Printed Name  
My Commission Expires:

**EXHIBIT A**

An easement for access, stormwater drainage, and aerial and underground utilities over a certain lot or parcel of land situate northeasterly of Dalton Road in the City of Augusta, Kennebec County, State of Maine, said easement to allow for the use, construction, maintenance, repair and reconstruction of a driveway, side slopes and slope protection, lighting, drainage elements, and appurtenances thereto, said easement being bounded and described as follows:

Beginning on the northwesterly line of said land of Maine Central Railroad Company at a southerly corner of other land of Performance Food Group, Inc., reference deed recorded in Kennebec County Registry of Deeds in Book 11495, Page 57 ("11495/57"), Parcel III, said corner being 38 feet northwesterly of and radial to the railroad baseline, and said point being 100 feet northeasterly of the centerline of Central Maine Power Company Pole Line Section 272, all as shown on a plan entitled "Plan of Easement & Lease Areas, Performance Food Group, Inc., Dalton Road, Augusta, Maine", dated October 1, 2015, by Thayer Engineering Company, Inc., Farmingdale, Maine ("PFG Plan");

thence in a general southwesterly direction along the northwesterly line of said land of Maine Central Railroad concentric to and 38 feet northwesterly of said railroad baseline along a curve to the left having a radius of 3,857.72 feet through a central angle of 2° 13' 45" an arc distance of 150.09 feet to an easterly corner of land of Performance Food Group, Inc., reference deed recorded in 11495/57, Parcel III, said corner being S 29° 54' 25" W and a chord distance of 150.08 feet from the last mentioned corner;

thence N 58° 10' 26" W along the northeasterly line of said last mentioned land of Performance Food Group parallel to and 50 feet southwesterly of the centerline of said pole line 70.00 feet;

thence N 29° 54' 26" E crossing land of Central Maine Power Company, reference deed recorded in 1560/37, a distance of 150.08 feet to the southwesterly line of said first mentioned land of Performance Food Group;

thence S 58° 10' 26" E along the southwesterly line of said first mentioned land of Performance Food Group parallel to and 100 feet northeasterly of the centerline of said pole line 70.00 feet to the point of beginning, containing 0.24 acres, more or less.

Bearings are oriented to true north as shown on the MCRR Plan.

Being an easement on a portion of the premises described in a deed of Harvey Warehouse, Inc. to Central Maine Power Company, dated August 30, 1971, recorded in 1560/37.

OCT 8 2015

Lease-CMP to PFG

## LEASE AGREEMENT

**THIS LEASE** is effective this 8th day of October, 2015, by and between **Central Maine Power Company**, a Maine corporation having a place of business at 83 Edison Drive, Augusta, Maine 04336 (hereinafter called "Landlord"), and **Performance Food Group, Inc.**, a Colorado corporation, with a mailing address of 12650 East Arapahoe Rd., Centennial, CO 80112-3901 (hereinafter called "Tenant").

### Section One Premises

Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, for the Term and upon and subject to the terms and conditions set forth in this Lease, a certain lot or parcel of land situated off Dalton Road, Augusta, Maine being a portion of Landlord's property as describe in a deed from Sprague & Baker dated July 21, 1971 and recorded at the Kennebec County Registry of Deeds in Book 1555, Page 574 as shown on Exhibit A (herein referred to as the "Premises") attached hereto and made a part hereof.

### Section Two Term

(a) The Initial Term of this Lease shall be for a period of Ten (10) years commencing on October 8, 2015 and ending on October 7, 2025.

(b) Provided that Tenant is not then in default, this Lease may be renewed, at Tenant's option, for two (2) renewal terms of ten (10) years each (each a "Renewal Term"), exercisable by notice to the Landlord in writing delivered at least six (6) months before the commencement of each said Renewal Term. The terms and conditions of such Renewal Term(s) shall be those provided in this Lease except that Tenant shall have no further right to extend beyond the expiration of said second renewal term and rent for such Renewal Term(s) shall be as provided in Section Three of this Lease.

### Section Three Rent

(a) The Tenant covenants and agrees to pay Landlord rent at the address provided with invoice, or at such other place as Landlord may direct by written notice to Tenant.

(b) During the Initial Term of this Lease, Tenant shall pay annual rent ("Rent") in the amount of Eleven Thousand Four Hundred Dollars (\$11,400.00). The Rent shall be payable in quarterly installments of Two Thousand Eight Hundred Fifty Dollars (\$2,850.00) each due on the first day of January, April, July and October of each and every year.

(c) Rent shall be adjusted to reflect a percentage increase in the amount of Five Percent (5%) of the current Rent beginning on the first day of the full calendar month after the fifth anniversary of the commencement date of the initial term and the commencement and fifth anniversary of each renewal term.

If any Rent payments are not received within fifteen (15) days after the due date, Tenant shall be charged a late fee of Four Percent (4%) of the amount due.

**Section Four**  
**Rent to be Net to Landlord**

It is the intention of the parties that the Rent payable shall be net to Landlord so that this Lease shall yield to Landlord the net Rent specified herein, including any additional rent, during the Initial Term or any Renewal Terms (collectively, the "Term") of this Lease, and except as expressly set forth herein, that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises during the Term of this Lease shall be paid by Tenant, including but not limited to maintenance, repair (including structural repairs), governmental assessments and taxes, utility charges and fines. Tenant shall not be entitled to any abatement, reduction, setoff, counterclaim, defense or deduction with respect to any basic Rent, additional rent or other sum payable hereunder, except as specifically provided in the Sections entitled "Eminent Domain" and "Defaults" herein.

**Section Five**  
**Taxes and Utility Expenses**

(a) Tenant shall, during the Term of this Lease, as additional rent, pay and discharge punctually, or cause to be paid and discharged punctually, the following taxes and charges as and when the same shall become due and payable.

(i) all taxes, special and general assessments, levies, fees, water rents, rates and charges, sewer rents and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof which shall or may during the Term of this Lease be charged, levied, laid, assessed or imposed for or with respect to the Premises or any part thereof for the Term of this Lease, or any appurtenances or equipment owned by Tenant thereon or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, county and municipal governments and of all other governmental agencies and authorities whatsoever (all of which shall be hereinafter collectively referred to as "Taxes"); and

(ii) all other charges for water, gas, heat, hot water, oil, electricity, light and power, and other service or services furnished to the Premises or the occupants thereof during the Term of this Lease (hereinafter collectively referred to as "Charges").

Tenant shall pay these Taxes and Charges within the period allowed by law or by the entity or governmental authority imposing the same during which payment is permitted without penalty or interest. Tenant shall notify the Taxing authorities, utilities and other vendors, that Tax notices and bills are to be sent to its attention.

(b) All Taxes which shall become payable during the calendar or fiscal tax years, as the case may be, in which the Term of this Lease commences or terminates, shall be apportioned prorata between Landlord and Tenant in accordance with the respective portions of such year during which such Term shall be in effect. Tenant's share of any such apportioned Taxes shall be paid to Landlord prior to the due date of said Taxes, provided that, in the case of Taxes apportioned at the end of the Term of this Lease, Tenant shall pay its share to Landlord prior to the expiration date of this Lease.

(c) Tenant shall furnish Landlord, promptly after receipt thereof, copies of any Tax bills or notices received from any taxing authority. At Landlord's request, Tenant shall also furnish Landlord with satisfactory proof of payment of all items referred to in this Section which are payable by Tenant.

(d) Any rebates, refunds, or abatement of Taxes received by Landlord subsequent to Tenant's payment of the tax bill for such year, shall be refunded to Tenant in proportion to Tenant's payment of such Taxes within thirty (30) days of receipt by Landlord. Tenant shall have the further right to contest the validity or amount of real estate taxes set forth in the tax bill in its own name or the name of Landlord, or otherwise attempt to have the assessed valuation of the Taxes in either case with Landlord's full cooperation. In conjunction with any such contest, Landlord shall make available to Tenant all information as Tenant may reasonably request related to the tax contest, including information required by the taxing authority and if required by law, Landlord shall join in any such proceedings brought by Tenant provided, Tenant, shall pay all costs of the proceedings, including any commercially reasonable costs or fees incurred by Landlord.

### **Section Six Maintenance, Improvements, Repairs, Additions**

(a) Tenant shall, throughout the Term of this Lease, at its sole cost and expense, maintain the parking areas, entrances, exits, sidewalks, roadways, service roads and other facilities within the Premises (the "Parking Areas and Facilities") in good condition and repair, safe, reasonably clean and reasonably free of refuse, obstructions, ice and snow, and adequately paved and striped for parking and traffic flow. Tenant shall also, throughout the Term of this Lease, and at its sole cost and expense, keep and maintain, or cause to be kept and maintained, in good repair (including structurally) and good condition, improvements at any time situated on the Premises and shall use all reasonable precaution to prevent waste, damage or injury; provided, however, Tenant shall have no obligation to keep and maintain Landlord's electrical conductors and associated equipment which may be located over, along and across the Premises. All maintenance and repairs shall be in compliance with all governmental authorities. Landlord shall not be required to maintain the Premises, or to furnish any services, or to make any improvements, repairs (including structural repairs) or alterations in or to the Premises during the Term of this Lease; except in the event that such maintenance, improvements, repairs or alterations are necessitated by Landlord's actions or negligence. In furtherance of its maintenance obligations under this Section, and not in limitation thereof, Tenant covenants and agrees as follows:

(i) to restripe the parking areas when necessary in order to keep the traffic lanes and parking stalls clearly and distinctly marked;

- (ii) to repair "pot holes" or other damages to the pavement occurring within the parking areas and facilities as necessary;
- (iii) to remove all snow accumulations from the parking areas and facilities in order that the same shall remain safe for travel by vehicles and pedestrians and to not operate any type of mechanical loader in any manner that would endanger the life of the operator or others or that would damage or interfere with the continuous operation and maintenance of Landlord's electrical conductors and associated equipment located over, along and across the Premises to accomplish such snow removal and shall not pile snow under the electrical conductors or around the base of the structures;
- (iv) to sand or salt any icy areas within the parking areas and facilities in order that the same shall remain safe for travel by vehicles and pedestrians;
- (v) to maintain all landscaped and planted areas within the Premises in a neat and orderly condition, and to keep all grassy areas neatly mowed; and
- (vi) to furnish the parking areas and facilities with a reasonable number of trash receptacles, and to periodically empty the same prior to their becoming overfilled;

### Section Seven

#### Use

- (a) Tenant may use the Premises for parking to support its abutting property.
- (b) Tenant shall not park or utilize the area within twenty five feet of Landlord's electrical structures and guy wires. This area shall be restricted by the installation of barriers (jersey or post) acceptable to Landlord.
- (c) Tenant shall not park vehicles directly under the electrical conductors.
- (d) Tenant shall not bring any Hazardous Material onto the Premises, or cause or permit such materials to be brought onto the Premises. Any permitted materials must be disposed of in accordance with all applicable federal, state, county, and local laws, regulations, rules, ordinances, policies, orders, and directives (hereinafter collectively "Laws"). If, during the Term of this Lease, any Hazardous Materials are brought onto the Premises, with or without the consent of Landlord, Tenant shall (1) conduct and complete all investigations, studies, sampling, and testing and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Premises: (i) in accordance with all Laws; and (ii) to the satisfaction of Landlord, and (2) defend (at Landlord's option), indemnify, and hold harmless Landlord, its employees, agents, contractors, officers, and directors ("Landlord Parties"), from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limit, reasonable attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to: (i) the presence, disposal, release, or threatened release of any Hazardous Materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or

otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials; (iv) any violation of Laws, or demands of government authorities; or (v) any policies or requirements of Landlord which are based upon or in any way related to Tenant's Hazardous Materials. For purposes of this Lease, "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, oil or petroleum products (other than those used in the motor vehicles on the Premises), asbestos, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §2802, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901, et seq.), applicable Maine Statutes (including 38 M.R.S.A. Sec. 1361, et seq.; 38 M.R.S.A. §1301, et seq.; and 38 M.R.S.A. §1317, et seq.) and in the regulations adopted and publications promulgated pursuant thereto. The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have to Landlord at common law, and shall survive the termination or expiration of this Lease.

(e) Notwithstanding the terms of this Section Seven, Tenant may use, store, and distribute across the Premises: (a) materials, products and goods customarily and reasonably required for storing (refrigerated and non-refrigerated), warehousing, transportation, and distribution of food and related non-food products and office uses ancillary thereto (the "Specific Permitted Use"), including, without limitation, inventory of Tenant with respect to the Specific Permitted Use held for resale to its customers in the ordinary course of business, (b) ordinary office supplies, and (c) common industrial and household cleaning solvent used for the Specific Permitted Use, provided that such use, storage and distribution is in compliance with all applicable federal, state and local laws.

(f) Landlord shall indemnify, defend, and hold harmless Tenant and its employees, agents, contractors, officers, and directors (all collectively referred to as the "Tenant Parties") from and against any all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limit, reasonable attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the investigation, monitoring, remediation, clean up, removal or to conduct other environmental response action concerning any Hazardous Materials, in connection with any claim asserted against any Tenant Party by any third party due to Hazardous Materials placed on, under or about the Premises by any Landlord Parties or any supplier, business invitee or independent contractor of Landlord (hereafter individually referred to as "Tenant Claim" and collectively referred to as "Tenant Claims").

**Section Eight  
Compliance with Public Authority**

During the Term of this Lease, Tenant shall, at its sole cost and expense, promptly observe and comply with all present and future Laws, of all governmental authorities that relate to or govern Tenant's use of the Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the Term of this Lease or may in the future be passed, enacted or directed, and Tenant shall pay all of Landlord's reasonable costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable attorney's fees that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Section.

**Section Nine  
Covenant Against Liens**

Tenant covenants and agrees that if any mechanics lien or other lien or claim of any kind whatsoever shall be filed or maintained against the Premises, or the Landlord, by any contractor, subcontractor, materialman or laborer employed by Tenant or Tenant's contractor or subcontractors for work done or material furnished in connection with the Premises, Tenant shall, within thirty (30) calendar days after the filing of such claim or lien, either:

(i) provide a bond against the same and remove such claim or lien of record; or

(ii) furnish a waiver and release from the party originating such claim or lien as to the Premises or the Landlord.

If Tenant fails to discharge any claim or lien, Landlord shall have the right, but not the duty, to discharge any such claims or lien by payment or otherwise, and Tenant shall reimburse Landlord therefor and for all costs and expenses, including reasonable attorneys' fees, as additional rent. Tenant further agrees that all contractors, subcontractors, materialmen and laborers performing such work or providing such labor or materials shall look to and hold Tenant solely liable for all labor and materials furnished and work done for Tenant so that there shall not be any legal or lawful claim of any kind whatsoever against Landlord for any work done or labor or materials furnished in connection therewith (including but not limited to claims for unjust enrichment). Tenant shall indemnify and save harmless Landlord against and from all costs, damages, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting from any such lien.

**Section Ten  
Access to Premises**

Landlord excepts and reserves to itself and its employees, agents, contractors, successors and assigns, the nonexclusive right in common with Tenant to pass and repass in suitable and mutually convenient locations along and across the Premises to provide the Landlord, its employees, agents, contractors, successors and assigns access as it deems reasonably necessary to maintain, increase and improve its use of the Premises in its capacity as an electric utility. If such increase or improvement of use shall affect Tenant's use of the Premises, Landlord shall modify Tenant's Rent accordingly; provided, however, in no event shall Landlord's nonexclusive right set forth in this Section Ten materially interfere with Tenant's ability to conduct its normal business operations on the Premises..

**Section Eleven  
Release/Indemnification**

(a) Tenant is fully familiar with the physical condition of the Premises and Landlord's adjacent property. Landlord has made no representations of whatever nature in connection with the condition of the Premises, and Tenant accepts the Premises "as is". Landlord shall not be liable for any latent or patent defects therein.

(b) Neither Landlord, nor its directors, officers, employees, agents or contractors shall be liable for, and Tenant hereby releases them from all claims for loss of life, personal injury or damage to property or business sustained by Tenant or any person claiming through Tenant resulting from any fire, accident, occurrence or condition in or upon the Premises except for claims caused solely by the negligent acts or willful misconduct of Landlord, its employees, agents or contractors.

(c) The Tenant will defend at Landlord's option, indemnify and save harmless the Landlord and its affiliates and the directors, officers, employees, agents, and contractors of the Landlord and its affiliates, from and against any and all liabilities, penalties, claims, demands, damages, costs, fines, judgments and expenses; including, but not limited to, reasonable attorneys' fees and disbursements, and claims related to injury to or death of persons or from damage to or destruction of property of any kind or nature or damage or injury to the environment or failure of Tenant to comply with any Laws of any governmental agency or official; (i) occasioned by or arising from or out of any act or omission of Tenant or its invitees, employees, contractors, permitted subcontractors, sublessees, licensees, or its or their respective agents, employees or contractors; or (ii) related in any way to Tenant's use or occupation of the Premises or any part thereof, except for claims caused solely by the negligent acts of Landlord. Tenant shall also pay all costs, expenses and reasonable attorneys' fees that may be expended or incurred by Landlord in successfully enforcing the terms of this Lease. Notwithstanding any other provision of this Lease, the provisions of this Section shall survive expiration or earlier termination of this Lease.

## **Section Twelve Insurance**

(a) Tenant covenants and agrees, at its sole cost and expense, to obtain, keep, and maintain in full force and effect for the term of this Lease for the mutual benefit of Landlord and Tenant, a comprehensive general liability insurance policy against claims for damage to persons or property arising out of the use and occupancy of the Premises or any part or parts whereof, with a combined limit of One Million Dollars (\$1,000,000.00) per injury or death of any one person or damage to property .

(b) All insurance required under this Section shall name the Landlord as an additional insured and be issued by insurers rated B+13 by the latest Best's rating guide. Tenant shall provide Landlord with a Certificate of Insurance prior to the commencement of this Lease. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Tenant will maintain in force a Worker's Compensation policy that, at a minimum, meets state and federal requirements. Should any policy be canceled during the term of this Lease and Tenant fails to immediately procure equivalent insurance, Landlord shall have the right, at its option but without any duty to do so, to: (i) cancel this Lease as of the lapse of the policy; or (ii) pay the premiums and/or fees due and necessary to re-activate said policy, and Tenant shall repay to Landlord any such premiums and/or fees paid by Landlord together with interest from the time of payment until repaid by Tenant. Said premiums and/or fees shall be repaid to Landlord on demand as additional rent, and, without limiting Landlord's remedies, Tenant's failure to repay the same shall constitute a default under this Lease.

(c) Nothing contained in this Section shall diminish Tenant's obligations as provided elsewhere herein.

## **Section Thirteen Destruction/Eminent Domain**

(a) If the whole of the Premises shall be damaged or destroyed by fire, flood or other casualty or be taken for any public or quasi-public use under any statute or by right of eminent domain or by purchase in lieu thereof, or in the event of any other taking, purchase or casualty (hereinafter collectively "Taking") which renders the remaining portion of the Premises not so taken not reasonably useable for the purposes for which the Premises were being used by Tenant just prior to such Taking, then either party shall have the right, but not the obligation to terminate this Lease by giving written notice of such termination to the other party within thirty (30) days after the date of such Taking, and upon the giving of such notice of termination, the Term of this Lease shall expire and come to an end on the last day of the calendar month in which such notice shall be given with the same force and effect as if said day had been originally fixed herein as the expiration date of the Term of this Lease. In the event the Lease shall be so terminated, neither party shall have any further rights or liabilities hereunder, whether for the unexpired portion of this Lease or otherwise, except with respect to obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to such date of termination except as provided in the "Release/Indemnification" Section herein.

(b) Out of any award for any Taking of the Premises, in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for the Premises and for Landlord's business loss. Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings because of the taking of its trade fixtures, furniture or leasehold estate.

(c) In the event of a Taking not resulting in the termination of this Lease pursuant to the provisions of this Section, this Lease shall continue in full force and effect and a proportion of the annual Rent equal to the proportionate decrease in the value of the Premises as a result of such partial Taking shall be abated, effective from the date of Taking.

(d) Tenant shall use commercially reasonable efforts to give notice to Landlord of any damage or casualty occurring in, on or about the Leased Premises within twenty-four (24) hours after Tenant has knowledge of the occurrence of such accident or damage.

(e) In the event of a taking (including a casualty), Landlord shall be under no obligation to repair, rebuild, or recreate any affected portion of the Premises.

#### **Section Fourteen Quiet Enjoyment**

Tenant, upon paying the basic Rent, additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term of this Lease, without hindrance or molestation by anyone claiming by, through or under Landlord.

#### **Section Fifteen Defaults**

The following events shall be deemed to be events of default under this Lease:

(a) Tenant shall fail to pay when due any sum of money due to be paid to Landlord, whether such sum be Rent, additional rent, or any other payment or reimbursement Tenant is obligated to pay to Landlord, and such failure shall continue for a period of ten (10) business days from the date of written notice thereof to Tenant;

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease other than defaults addressed in subsection 15(a) above, and shall not cure such failure within thirty (30) calendar days (or if Tenant's default, by its nature, cannot reasonably be cured within said thirty (30) day period, if Tenant fails to commence its curative efforts within such thirty (30) day period, or thereafter to diligently prosecute same to completion) after written notice thereof to Tenant;

(c) The leasehold interest of Tenant shall be levied upon under execution or be attached by process of law or Tenant shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any

judgment rendered thereon and have the same released, and such default shall continue for thirty (30) calendar days after written notice thereof to Tenant;

(d) Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof except that Tenant shall not be in default unless and until it shall discontinue Rent payments;

(e) A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant a bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within ninety (90) calendar days from the date of entry thereof. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) calendar days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

#### **Section Sixteen Landlord's Remedies**

Upon the occurrence of any of such events of default as described in the "Default" Section of this Lease, Landlord shall have the option to pursue any one or more of the following remedies by written notice, in addition to other remedies provided in this Lease or at law or in equity:

(a) Landlord may, at its option, terminate this Lease or terminate Tenant's right of possession only without terminating the Lease, and in the event Landlord elects to terminate this Lease as provided herein, Tenant shall not object to or in any way contest such termination;

(b) Landlord may re-enter the Premises immediately and remove property and personnel of Tenant, its successors or assigns or others using the Premises by permission of Tenant, its successors or assigns; repossess the Premises; store the property in a public warehouse or at a place selected by Landlord; all at the expense of Tenant and all without process of law, and without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, or liable for any damage resulting therefrom; or

(c) Landlord may recover from Tenant all damages proximately resulting from the breach, which damages shall be deemed to include without limitation, damages to the Premises, and the cost of recovering the Premises, which sum shall be immediately due Landlord from Tenant. Tenant shall also continue to be liable for rental payments when due unless and until Landlord, in good faith, leases the Premises to another tenant at comparable rent and terms at

which point Landlord shall recover all costs of reletting the Premises from Tenant. Tenant shall pay Landlord's reasonable attorney's fees for the service of Landlord's attorney in any action filed to enforce obligations under this Lease unless Tenant prevails by a final judgment and any appeal.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided herein or provided by law or at equity (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Landlord or its agents during the term shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises except an agreement to terminate this Lease or accept a surrender of said Premises in writing signed by Landlord. Landlord's acceptance of any payment after the occurrence of an event of default shall not be deemed as an accord, satisfaction, compromise or waiver of such default. Forbearance by Landlord in enforcing any remedy provided herein shall not be considered a waiver of such default or of Landlord's right to enforce any remedies with respect to such default. If, on account of any default beyond the period of time for cure by Tenant under the Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning, or to enforce or defend, any of Landlord's rights or remedies, Tenant agrees to pay all attorney's fees incurred by Landlord.

#### **Section Seventeen Assignment and Subletting**

(a) Tenant shall not assign all or any part of this Lease or convey, mortgage, pledge, encumber or otherwise transfer any interest under this Lease, or permit the use or occupancy of the Premises, except to an affiliate of Tenant, unless it shall have first obtained the written consent of Landlord, which consent may not be unreasonably withheld. Notwithstanding the foregoing terms of this Section Seventeen, Tenant shall have the right, without Landlord's consent, to assign or sublease this Lease to (a) an Affiliate (hereinafter defined in this Section Seventeen) of Tenant, (b) any entity to which all or substantially all of Tenant's stock or assets have been sold including, without limitation, any transaction, however structured, whereby the shareholders of Tenant receive, in exchange for their respective shares in Tenant, shares of a publicly traded company or, (c) an entity having a tangible net worth at least equal to that of Tenant on the date of this Lease (each, a "Permitted Assignee"). The term "Affiliate", as used in this Lease, shall mean an entity which is controlled by, controls, or is under common control with Tenant.

(b) Within five (5) days of the execution by Tenant of any permitted assignment, sublease or other transfer, Tenant shall deliver to Landlord an executed copy thereof which, in the case of an assignment, shall contain, in a form acceptable to Landlord, a covenant on the part of the assignee to assume all the obligations of Tenant hereunder. Any such sublease shall contain a provision that is subject to all of the terms, covenants and conditions of this Lease. Tenant agrees to pay to Landlord, on demand, any reasonable costs, including reasonable attorney's fees, incurred by Landlord in connection with any request made by Tenant pursuant to

this Section. Failure of a subtenant to comply with the terms and conditions set forth for Tenant's use of the Premises shall be considered a default on the part of the Tenant. Upon cancellation, termination or expiration of this Lease, Tenant's subtenants shall become tenant(s)-at-will of the Landlord.

(c) Despite any permitted assignment, subletting or other transfer, Tenant shall not be relieved of its obligations under this Lease but shall continue to remain primarily liable hereunder and shall not be relieved of such liability by an extension of time or other indulgence granted by Landlord to any transferee, assignee or sublessee or by failure of Tenant to receive notice thereof and Tenant hereby waives all suretyship defenses.

#### **Section Eighteen Force Majeure**

In any case where either party hereto is required to do any act (except for the payment of Rent, additional rent and other charges by Tenant), the time for the performance thereof shall be extended by a period equal to any delay caused by or resulting from an act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, delays caused by either party to the other, or other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time or a "reasonable time". In the event of such force majeure, the party requiring delay shall use its best efforts to minimize the extent of the delay.

#### **Section Nineteen Holding Over**

In the event that Tenant shall continue to occupy the Premises, including any parking spaces provided pursuant to this Lease, after the expiration or termination of the term hereof, such occupancy shall not be deemed to extend or renew this Lease, but such occupancy shall continue as a tenancy-at-will from month-to-month upon the covenants, provisions and conditions herein contained at a rental equal to (one and one half) the rental in effect during the last year of the Term hereof, prorated and payable for the period of such occupancy. This Section shall not be construed as giving Tenant any right to hold-over after the expiration of the Term thereof except as is otherwise expressly provided in this Lease.

#### **Section Twenty Waivers**

Failure of Landlord to complain of any act or omission on the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any of its rights hereunder. No waiver by Landlord at any time, express or implied of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require the consent or approval of Landlord, Landlord's consent or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

### **Section Twenty-One Notices**

All notices and other communications authorized or required hereunder shall be in writing and shall be personally delivered or sent by certified mail or registered mail, return receipt requested, postage prepaid or by facsimile (with oral confirmation if sent by facsimile transmission). Facsimile transmissions sent to Landlord shall be sent to the Lease Manager or another authorized real estate agent of Landlord. Any such notice or other communication shall be deemed to have been given upon first attempted delivery. Notices to the Tenant shall be mailed to: Performance Food Group, Inc., 12650 E. Arapahoe Road, Centennial, Colorado 80112-3901, Attn: Kent R. Berke. Notices to the Landlord shall be mailed to Central Maine Power Company, Real Estate Services, at 83 Edison Drive, Augusta, Maine 04336, Attention: Lease Manager. Either party may change an address set forth in this Section by providing written notice of such change to the other; such change to be effective five (5) business days after receipt.

### **Section Twenty-Two Invalidity of Particular Provisions**

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

### **Section Twenty-Three Interpretation; Parties**

Any pronoun shall be read in the singular or plural number and in such gender as the context may require. Except as herein otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of Landlord and Tenant. The word "Landlord", as used herein, means only the owner for the time being of Landlord's interest in this Lease, and, in the event of any transfer of Landlord's interest in this Lease the transferor shall cease to be liable, and shall be released from all liability for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed subsequent to the time of said transfer, provided that from and after transfer the transferee shall assume and be liable for the performance and observance of said agreements and conditions.

**Section Twenty-Four  
Entire Agreement**

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties.

**Section Twenty-Five  
Estoppel Certificates**

The Tenant agrees, at any time, and from time to time, upon not less than ten (10) business days' prior request by Landlord, to execute, acknowledge and deliver to Landlord a commercially reasonable statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the lease as modified is in full force and effect), and that there are no defenses or offsets thereto then accrued, or stating those claimed by Tenant, and the dates to which the Rent and other charges have been paid, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of, or any prospective holder of a mortgage upon the fee of the Premises, or by any other properly interested party.

**Section Twenty-Six  
Limitation of Liability**

Tenant agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord; it being agreed that Landlord is not corporately liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain any injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the corporate liability of Landlord.

**Twenty-Seven  
Termination**

Landlord may terminate this agreement by one hundred twenty (120) day notice to Tenant. Upon expiration, or termination of this Lease, Tenant shall quit and peacefully surrender the Premises and the buildings and improvements thereon, broom-cleaned and in as good condition and repair as the same were at the commencement of this Lease or as improved during the Term of this Lease, except for ordinary wear and tear and insured casualty. At termination, title to all equipment, facilities and material brought onto or installed or constructed on the Premises by Tenant and not removed by Tenant prior to termination, shall transfer to Landlord, at Landlord's option, without additional consideration. Tenant may not remove pavement or fixtures installed on the Premises without Landlord's prior written consent.

**Section Twenty-Eight  
Successors and Assigns**

The obligation of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the original Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership.

**Section Twenty-Nine  
Consequential Damages**

In no event shall either Landlord or Tenant be liable for consequential or punitive damages in connection with this Lease or the Premises.

**Section Thirty  
Memorandum of Lease**

Tenant and Landlord agree, upon the request of the other party, to execute a memorandum hereof for recording purposes.

**Section Thirty-One  
Counterpart/Originals**

This Lease may be executed in any number of separate counterparts or in multiple counterparts and such separate signed counterparts shall, upon delivery, be considered one and the same document. Any counterpart of this Lease executed (as compared to being authenticated in some other manner) by a party hereto shall be considered an original when delivered to the other party hereto regardless of whether delivery is by facsimile, email or otherwise.

[Signature page to follow]

*IN WITNESS WHEREOF*, the duly authorized representatives of the parties have executed this Lease, for the parties, under seal, as of the day and year first above written.

**WITNESSES**



A handwritten signature in cursive script, appearing to read "John D.", is written over a horizontal line.

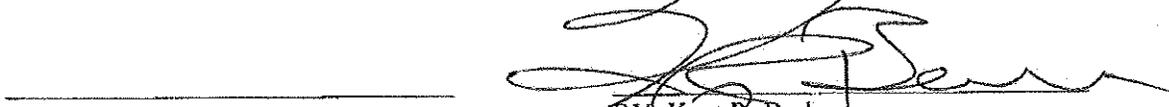
**LANDLORD  
CENTRAL MAINE POWER COMPANY**



A handwritten signature in cursive script, appearing to read "Cynthia Mathewson", is written over a horizontal line.

Cynthia Mathewson  
Manager, Real Estate

**TENANT  
PERFORMANCE FOOD GROUP, INC.**



A handwritten signature in cursive script, appearing to read "Kent R. Berke", is written over a horizontal line.

Kent R. Berke  
ITS: Sr. Vice President

