



The Plan For 2018

Managing Our Future Together

**Municipal Consent Package
January 2016**

Presented by: The Municipal Review Committee Board of Directors

Chip Reeves, Board President.....Town of Bar Harbor
Sophie Wilson.....Town of Orono
Karen FussellCity of Brewer
Jim Guerra.....Mid-Coast Solid Waste Corporation
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The MRC Plan for 2018

- 1) Board President Cover Letter
- 2) Executive Summary
- 3) How to Become a Joining Member
 - A. Directions how to become a Joining Member
 - B. Exhibit C Response Form
 - C. Municipal Joinder Agreement
 - i. Summary of Terms and Conditions
 - ii. Municipal Joinder Agreement
 - iii. Sample Board of Selectmen Vote (Post-Town Meeting)
 - iv. Sample Town Council Vote for Municipalities Requiring Town Meeting Authorization (Post-Town Meeting)
 - v. Sample Clerk's Certificate
 - vi. Sample of Municipal Attorney Certification
 - vii. Sample of Regional Association Attorney Certification
 - D. Estimated Delivery Amounts
 - i. MRC Guidelines for Electing the Estimated Delivery Amounts
 - ii. MRC Recommendations for Estimated Delivery Amounts
 - iii. Historical Tonnages sent to the PERC Facility
- 4) Other Contracts and Legal Agreements
 - E. Master Waste Supply
 - i. Summary of Key Provisions
 - ii. Form of Agreement
 - F. Site Lease
 - iii. Summary of Key Provisions
 - iv. Form of Agreement
 - G. MRC Bylaws
 - v. Summary of Revisions to Articles and Bylaws
 - vi. Amended and Restated MRC Bylaws (Clean version)
 - vii. Amended and Restated MRC Bylaws (Red line draft)
 - viii. MRC Restated Articles of Incorporation
- 5) Materials for Legislative Body Approval
 - H. General Instructions
 - I. Annual Town Meeting
 - i. Checklist
 - ii. Sample Warrant Article
 - J. City or Town Council
 - iii. Sample Council Resolution
 - K. Regional Association
 - iv. Sample Regional Association Resolution
 - L. Supporting Information
 - v. FAQ Handout
 - vi. Sample PowerPoint Presentation
- 6) Other Resources
 - M. Contact Information for MRC Board Members and staff
 - N. Documents available on the MRC website

1) BOARD PRESIDENT COVER LETTER



January 15, 2016

Dear MRC Member,

We are very pleased to present to you this comprehensive plan to ensure long term, affordable, and environmentally sound disposal of municipal solid waste post 2018.

The proposal before you represents close to 10 years of planning, research, and analysis dedicated to the future of reliable, cost-effective solid waste processing in our region. The result is a well thought out plan for 2018 that:

- ✓ ensures low, stable tip fees and includes profit sharing
- ✓ does not rely on out of state waste
- ✓ maximizes recovery of recyclables while maintaining local flexibility
- ✓ minimizes waste going to landfill

The MRC's Plan for 2018 promises to move Maine to the next level of waste recovery and energy generation. Its success depends on you and the collective strength of our unified membership.

To move forward, the MRC needs your commitment by May 1, 2016 (or by your Town Meeting date if it takes place after May 1). We must act now – together – to preserve the benefits we have realized from being united for 30 years. As a nonprofit organization representing your municipal interests, the MRC is your trusted advisor regarding the management of solid waste and we look forward to continuing this work for you in the future.

Thank you for your consideration and timely support of the MRC Plan for 2018. If you would like us to present this proposal to your community, please let us know.

Very Truly Yours,

Chip Reeves
MRC Board President

2) EXECUTIVE SUMMARY

Executive Summary: The MRC Plan for 2018

The MRC is pleased to present this book of materials that, taken together, define our plan for the next generation of advanced recycling and processing of municipal solid waste (MSW) starting in April 2018. The MRC is a non-profit organization that is governed by municipal officials, comprised solely of municipal members, and is dedicated to pursuing the best interests of municipalities for management of MSW. The MRC has a proven track record of achieving impressive benefits for our municipal membership since 1991. The MRC believes strongly that the proposed plan, which has been in development since 2013 as a culmination of efforts that began in 2007, provides the best way to achieve the MRC mission of securing a long-term, affordable, environmentally sound system of managing MSW in central and eastern Maine in 2018 and beyond.

The MRC seeks to have your municipality, association or other entity join the MRC Plan and become what we are calling a Joining Member. The MRC seeks to attract Joining Members from all municipalities that have sent or might reasonably send MSW to PERC, including all Charter Municipalities as well as other Maine municipalities that have not previously been MRC members. As an association that includes many small municipalities, the MRC understands that our membership can accrue the most benefits when we all work together to achieve economies of scale not available to individual communities. Every city, town, unincorporated area, solid waste district, group, regional association, township and plantation is important to us. We must all hang together if we are to succeed and to achieve the greatest benefits for all of us.

We understand that the MRC Plan, which has been under active development since 2007, may seem complicated – which is appropriate for any plan that would provide an essential service in an affordable and environmentally-sound manner for nearly 200 communities containing a total of over 200,000 people. This book of materials is being provided to help MRC members and other interested public entities understand the arrangements that are being proposed, as well as understand the actions that must be taken in order to participate.

In this context, the following sections provide a brief overview of the MRC Plan and its components, introduce the project agreements, and describe the contents of the enclosed materials. We believe that communities that understand the MRC Plan, and that understand how it compares with the alternatives, will accept the MRC recommendation and elect to become Joining Members. If you need more information, please go to our website at www.mrcmaine.org or contact the MRC Executive Director, Greg Lounder, by telephone at (207) 664-1700 or by e-mail at glounder@mrcmaine.org.

Overview of the MRC Plan

As presented publicly on numerous occasions over the past few years of its development, the MRC Plan consists of three components:

1. Local collection and diversion. Local municipalities, districts and other entities would continue to operate their waste reduction and recycling programs and to exercise their current responsibilities for oversight of the collection of MSW that requires disposal.
2. Centralized recycling and processing. The MRC would oversee the operation of a new facility to be constructed in Hampden, Maine, by a private company, Fiberight, LLC, with backing from Covanta Energy, LLC, which is one of the world's largest waste-to-energy companies. The facility would use Fiberight's next-generation technology to (a) recover recyclable materials from incoming MSW through a proprietary wet pulping process; and (b) convert organic materials into bio-methane gas, biomass fuel, and other products through a proprietary enzymatic hydrolysis and anaerobic digestion process. The bio-methane gas would either be injected into the local natural gas pipeline distribution system or converted to compressed natural gas (CNG) for use as vehicle fuel, with future plans for processing organic materials into higher-value industrial sugars and other hydrocarbon products. The biomass fuel would be used on-site to generate electricity, process steam and hot water to power the facility.
3. Back-up landfill disposal capacity. Residual materials from the facility would be directed for disposal to the Crossroads Landfill under a 10-year arrangement negotiated by the MRC. The Crossroads Landfill would also be available to accept MSW that the facility cannot process due to limits on available capacity or delays in achieving commercial operation.

The MRC Plan which has been in development since 2013 as the culmination of efforts that began in 2007, has involved

- Careful consideration of alternatives to extend disposal arrangements at the PERC facility, which, after an intensive five-year collaborative effort, ultimately proved infeasible.
- Surveys of municipal officials from MRC member communities regarding their MSW reduction, recycling and collection programs and preferences for the next generation of MSW management.
- Public solicitation of proposals from technology vendors and developers that was advertised nationally in the summer of 2013, and which led to the selection of Fiberight, LLC, as the vendor offering the most favorable proposal and technology.

- Negotiation of a Development Agreement with Fiberight, LLC, in February 2015 to identify the roles and responsibilities of each party for the development of the facility in the context of the MRC Plan.
- Selection and securing by the MRC of a site in Hampden suitable for development of the processing facility.
- Negotiation of an agreement between the Crossroads Landfill and the MRC for disposal of residual materials and MSW that the facility cannot process.
- Submittal of applications to the Maine Department of Environmental Protection for the permits and approvals necessary to proceed with construction and operation of the facility.

Introduction to the project agreements

To implement the MRC Plan, the MRC has drafted and negotiated three primary contractual agreements to govern the related business arrangements. These three agreements are:

- The **Joinder Agreement** between the MRC and each of the entities that would be Joining Members. The Joinder Agreements set forth the terms and conditions for MSW delivery and acceptance, payment of tip fees (starting at \$70 per ton in 2018), payment of rebates back to the Joining Members (starting at \$5 per ton for Equity Charter Municipalities and \$3 per ton for New Charter Municipalities), and delegation of authority to the MRC pursuant to the MRC By-laws. The Joinder Agreement is the agreement that the entity would vote on and sign if it seeks to become a Joining Member.
- The **Master Waste Supply Agreement** between the MRC and Fiberight, which will govern system-wide delivery issues and obligations, define the calculations of tip fees and rebates, discuss contingency events, and address MRC responsibilities in its oversight of Fiberight while protecting and insulating the towns from risks. The Master Waste Supply Agreement would be signed by the MRC, but would not be signed by the individual Joining Members; however, the terms and provisions of the Master Waste Supply Agreement are linked to and referenced by certain terms of the Joinder Agreement.
- The **Site Lease Agreement** between the MRC and Fiberight, which will govern permitted uses of the site and facility development responsibilities, facility impacts and responses during construction and operations, and contingency events. The Site Lease sets forth the rights and responsibilities of the MRC as the owner of the property and Fiberight as the tenant responsible for facility construction and operation, all while protecting and insulating the towns from risks. The Site Lease would also be signed by the MRC, but would not be signed by the individual Joining Members; however, the terms and provisions of the Site Lease Agreement are linked to and referenced by certain terms of the Joinder Agreement.

In October 2015, draft versions of all three agreements were released to the public for review and comment. The agreements were reviewed at multiple public sessions and public meetings of the MRC Board. In addition, the agreements were reviewed in detail by an independent third-party attorney, Jim Katziaficas, Esq., of Perkins Thompson of Portland, Maine, which review is available to all municipalities that might be Joining Members. As an entity governed by and comprised solely of municipal members, the MRC has made every effort to incorporate or address every comment that has been received into the final versions of these agreements.

At this point, the next step in the development of the MRC Plan is to secure commitments from municipalities to deliver MSW as of the target date of April 1, 2018. The MRC has set an objective to secure commitments for delivery of a total of 150,000 tons per year from municipalities by mid-2016, and before May 1, 2106, to the extent feasible. The commitments are needed to demonstrate the availability of sufficient MSW in the region of the facility for Fiberight and its backers and investors to close on construction financing for the facility.

The next step is up to you. The MRC asks you to read the enclosed materials and move forward to take the steps necessary to become a Joining Member. Every city, town, unincorporated area, solid waste district, group, regional association, township and plantation is important to the MRC. Every single one. We accrue the most benefits when we all work together to achieve economies of scale not available to individual communities.

Description of Contents

The Joinder Agreement contains numerous references to two other contracts that are an integral part of the MRC Plan: the Master Waste Supply Agreement and the Site Lease. Both agreements would be between the MRC and Fiberight. The Joining Members will not sign these agreements, but must consider them in order to fully understand the arrangements and the implications of the obligations that they would assume. In addition, the Joinder Agreement contains references to two legal documents that govern the authority of the MRC: the MRC Bylaws, and the MRC's Re-stated Articles of Incorporation. These documents are important, because approval of the Joinder Agreement by the entity would constitute delegation of authority for the MRC to act on behalf of the entity as set forth in those documents.

The contents of the remaining sections of the enclosed materials can be described as follows:

- **How to Become A Joining Member.** To become a Joining Member, your entity must complete and sign the Joinder Agreement after a proper authorization vote by its legislative body, and return the completed signed Joinder Agreement to the MRC. This section provides detailed directions on how to complete the Joinder Agreement, the approval response form, and sample legal certifications. The form of the Joinder Agreement to be executed is

accompanied by a document that summarizes the key provisions of the agreement to facilitate its understanding. Also included are the MRC Guidelines for determining the Estimated Delivery Amounts; the MRC recommendations for the value of the Estimated Delivery Amounts; and historical data on past tons of MSW sent to the PERC facility as a point of reference in selecting the Estimated Delivery Amount.

- Other Contracts and Legal Documents. This section includes copies of the Master Waste Supply Agreement and the Site Lease, accompanied by documents that summarize the key provisions of each agreement. Note that these agreements would be signed by the MRC, but would not be signed by the individual Joining Members; however, the terms and provisions of each agreement are linked to and referenced by certain terms of the Joinder Agreement. This section also includes copies of the MRC Bylaws and the Restated Articles of Incorporation (and a summary of its key provisions), which are referenced in the Joinder Agreements regarding the scope of authority to be delegated by the Joining Member to the MRC.
- Materials for Legislative Body Approval. This section includes general instructions for entities, a detailed checklist and sample warrant article for use by towns that would vote on becoming a Joining Member at a town meeting; sample resolutions for use by cities, towns or districts that would vote on becoming a Joining Member through a municipal councilor, district board, or other representative entity that serves as the legislative body; and supporting information that includes a handout on frequently asked questions and a sample PowerPoint presentation.
- Other Resources. This section provides contact information for MRC Board Members and staff, and a list of documents available on MRC website.

3) HOW TO BECOME A JOINING MEMBER

The MRC Plan for 2018

Directions: How to become a Joining Member

To become a Joining Member, your entity must

1. Have the appropriate legislative body of your town or entity conduct a proper vote to authorize the signing of the Joinder Agreement;
2. Complete and sign the Joinder Agreement; and
3. Return the completed signed Joinder Agreement to the MRC with the required accompanying materials.

This section provides detailed directions on how to complete these steps. A hard copy of the form of the Joinder Agreement to be approved, completed, and signed is provided, as is a summary document that provides an overview of the key provisions and a section-by-section synopsis. In addition, hard copies and summaries are provided for the Master Waste Supply Agreement, the Site Lease, and the MRC Articles of Incorporation and By-laws, which the municipality will not need to sign, but which are referenced in the Joinder Agreement and may explain issues that are important for the municipality to understand.

Legislative body approval

Procedures for conducting a proper vote to authorize the signing of the Joinder Agreement will vary by municipality, depending on whether the vote would need to be taken by a city or town council, a regional association board, or at a town meeting. The MRC appreciates that the officials of each individual municipality or other entity are the ones who are best positioned to understand the requirements of such a vote regarding notice procedures, management of warrants and resolutions, documentation of the vote, and similar matters. To help out, the MRC has provided the following materials for legislative body approvals in Section 5 for adaptation as appropriate for local circumstances:

- Checklist and sample warrant article for town meeting approval.
- Sample resolution for passage by a city or town council or district board.
- Supporting information, including handouts on frequently asked questions (FAQs), a sample PowerPoint presentation and sample talking points.

Section 6 provides a list of other resources, including contact information for MRC Board members and staff, and a list of documents available on the MRC website.

Please stay in touch with the MRC as your process proceeds. In particular, please let the MRC know with an email to the MRC marketing director, Jessamine Pottle of CES, Inc., (jpottle@ces-maine.com) of the following:

- Confirmation that a warrant article has been submitted for a town meeting vote on becoming a Joining Member and signing the Joinder Agreement.
- Scheduled date of the vote on the Joinder Agreement by a council or board, and any change in the date.
- Significant questions on the Joinder Agreement or on the MRC Plan in general.
- Questions regarding the documentation of the proper notice and recording of the vote.

Completion and signing of the Joinder Agreement

After an affirmative vote, the Joinder Agreement will need to be returned to the MRC. The following items must be accomplished to complete the Joining Agreement:

- Insert the name of the municipality or district on the first page of the Joinder Agreement, add the address of its offices and edit accordingly.
- Insert the chosen value for the Estimated Delivery Amount, in tons per year of Acceptable Waste, in the blank space in Section 3.3(b) of the Joinder Agreement.
- Complete the signature block for the Joinder Agreement with the name and title of the signatory.

The Joinder Agreement can then be signed for return to the MRC.

The MRC has provided a separate document on guidelines to establish the Estimated Delivery Amount, which is defined as the amount of Acceptable Waste, in tons per year, which the Joining Member anticipates will be delivered on its behalf to the Fiberright Facility on an annual basis starting in 2018. Section 3.3(b) includes a blank space for the Estimated Delivery Amount to be filled in by the Joining Member after consultation with the MRC and consistent with the guidelines. The MRC is asking each Joining Delivery to determine the Estimated Delivery Amount based on (a) the recommendation provided by the MRC as provided in the enclosed spreadsheet; (b) data on recent trends in deliveries as interpreted by the Joining Member; and (c) specific foreseeable events that might cause departures from recent trends in the near future. Please review the MRC recommendation and the associated data carefully in light of your knowledge of local conditions and specific foreseeable events that might cause departures from recent trends in the near future. If your recommendation would be different from the MRC's recommendation, please contact the MRC Executive Director, Greg Lounder, at (207) 664-1700, or by email at glounder@mrcmaine.org, to discuss the basis for the differences.

Materials to accompany the signed Joinder Agreement

The MRC requests that each entity that approves the Joinder Agreement also provide the following information along with the signed version of the agreement:

- Name, title, telephone and e-mail for the contact person for the Joining Member.
- Evidence of the vote of the legislative body, either in the form of meeting minutes, a sworn statement by the clerk or the equivalent, stating the name of the legislative authority, the date of the vote, the warrant article or resolution, and the results of the vote.
- A completed version of the Exhibit C Response Form with baseline information on the Joining Member and indications of the preferences regarding the items set forth on the form.

Please return these items to either of the following:

Greg Louder, Executive Director
Municipal Review Committee, Inc.
395 State Street
Ellsworth, Maine 04605

or

Jessamine Pottle, Marketing Director
CES, Inc.
465 South Main Street
Brewer, Maine 04412

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Municipal Joinder Agreement
Exhibit C – Response Form

1.0 Execution of the Municipal Joinder Agreement

- Name of Joining Member _____

Contact name _____ Title _____

Phone _____ Email _____
- Checklist of attachments to return to the MRC (as applicable to municipal form of government or regional association)
 - Signed original version of the Municipal Joinder Agreement
 - Signed copy of Clerk’s Certificate, including attachments (official minutes of town meeting; posted warrant; and Board of Selectmen or Town Council vote)
 - Signed copy of City/Town Resolution
 - Signed original of Municipal Attorney’s Certification
 - Signed copy of Regional Association Resolution
 - Signed original of Regional Association’s Certification

2.0 Baseline information on Joining Members

- _____ tons per year Estimated Delivery Amount per Section 3.3(b)
- MSW collection and delivery to the Facility as of the Effective Date (check one)
 - ___ Curbside collection in packer trucks with direct delivery to Facility
 - ___ Curbside collection in packer trucks to a transfer station for delivery to Facility
 - ___ Collection at a drop-off location or transfer station for delivery to Facility
 - ___ Other (describe) _____
- Scope of management of MSW from non-residential (commercial, industrial and institutional) sources – indicate all that apply
 - ___ Collected and managed with residential MSW
 - ___ Collected separately by private haulers and directed to the Facility by flow control, license provision or other means (describe) _____
 - ___ Collected separately by private haulers that determine the destinationComments _____

- Attach a list of MSW reduction, diversion and materials recycling programs serving the Joining Member as of the Effective Date, or indicate all that apply below:
 - ___ Pay-as-you-throw or other user fee system (describe)
 - ___ Curbside collection of recyclables
 - ___ Collection of recyclables at a drop-off point

- Production of compost or mulch from yard waste and/or brush
- Co-composting of post-consumer food waste or other organics with yard waste
- Separate collection of food waste or other post-consumer organic materials
- Other (describe or attach list)

3.0 Joining Member preference items (check all that apply)

- Yes No Joining Member is interested in regional approach to transfer or haul MSW to the Hampden Facility (describe existing arrangements and suggested changes)

- In the event of a need to bypass the Hampden facility, Joining Member would prefer
 continued delivery to the Facility, with arrangements made by others to transfer the waste to the Crossroads Landfill.
 direct delivery to the Crossroads Landfill.
 other (describe)

- Joining Member is interested in delivering the following materials to the Hampden Facility other than MSW:
 single-sort separated recyclables
 clean wood or brush
 other materials

- Yes No Joining Member requests technical assistance from the MRC in deciding whether to sustain or discontinue a recycling program

- Yes No Joining Member is interested in a regional approach to manage tires, textiles and other potential Residual Wastes

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Municipal Joinder Agreement: Summary of Terms and Conditions
Prepared by the Municipal Review Committee, Inc., January 2016

The Joinder Agreement is the agreement that the entity would vote on and sign if it seeks to become a Joining Member. The Joinder Agreement, which would be countersigned by the MRC, sets forth the terms and conditions for the Joining Member to deliver MSW to the Fiberight facility upon the termination of its existing Waste Disposal Agreement for delivery of MSW to the PERC facility (scheduled for March 31, 2018). The key terms and conditions of the Joinder Agreement can be summarized as follows:

- Initial term: 15 years with five 5-year extensions at option of Joining Member.
- MSW delivery obligation: all MSW under control of Joining Member (unless diverted under a waste reduction or recycling program). Joining Member provides an Estimated Delivery Amount, but there are no shortfall penalties for failure to deliver the Estimated Delivery Amount unless MSW is intentionally diverted to other processing or disposal facilities.
- Acceptable Waste. Includes all materials accepted by PERC under their existing waste disposal agreements. Joining Members shall not deliver Unacceptable Waste.
- Waste reduction and recycling programs. Joining Member can continue its programs.
- Initial tip fee: \$70 per ton escalating once per year with CPI.
- Rebates: not less than \$5 per ton for Equity Charter Municipalities in first three years (\$3 per ton for New Charter Municipalities), with future values to be set by the MRC
- MRC membership: Joining Member becomes a member of the MRC and delegates authority to the MRC to represent its interests consistent with the MRC By-Laws.
- Existing Charter Municipality Assets: MRC continues to manage application and disposition.
- Liabilities to repay debt service or private investment. Joining Members have no such liabilities under any circumstances whatsoever other than intentional adverse acts of gross negligence. Under certain scenarios, the MRC might have exposure to certain identified liabilities, against which the MRC will keep cash reserves.

The following matrix provides a more detailed summary of the contractual provisions in each of the sections of the Joinder Agreement. This matrix is provided for summary and reference purposes only and is not intended to be a substitute or replacement in any way for the full language of the Joinder Agreement. The language of the full Joinder Agreement shall take precedence in the event of any apparent conflict in interpretation with this summary.

<i>Section</i>	<i>Description</i>
Parties	Signed by the Municipality (known as the “Joining Member”) and the MRC
1.0 Definitions	Many terms are defined either in the context of the Joinder Agreement or in the Master Waste Supply Agreement or the Site Lease
2.0 Term	Initial term is 15 year from the start of commercial operations as defined in the Site Lease. Joining Members can extend the Agreement three times for 5 years each, or can terminate with nine months’ notice before the end of any term. MRC can terminate the Agreement if sufficient Joining Members do not extend or if the Master Waste Supply Agreement is terminated.
3.0 Waste Delivery	Joining Members <ul style="list-style-type: none"> • Will deliver MSW under their control on an exclusive basis under the Agreement. • Will provide an estimate of tons of MSW to be delivered, but will not be penalized for shortfalls against the estimate unless MSW is intentionally diverted to other disposal facilities. • Can continue, expand or discontinue their waste reduction and recycling programs without violating delivery requirements. • Must provide notice to the MRC of proposed changes to the scope of responsibility for managing MSW, and must consult with the MRC regarding such changes prior to implementation.. • Must not initiate new programs or expand existing programs to divert organic components from MSW to facilities other than the Facility without prior notice to and consultation with the MRC, and without prior consent of Fiberight. • Are subject to penalties for violating exclusivity if they act to send MSW under their control to another disposal facility. • Agree to pay a special assessment pro rata with all other Joining Members only if (i) there are system-wide delivery shortfalls of MSW below 150,000 tons per year not otherwise mitigated; and (ii) the MRC owes Fiberight more than it draws from reserves for such contingencies • Will not deliver Unacceptable Waste. • Will cause haulers of their MSW to comply with delivery requirements.
4.0 Tip Fees and Rebates	Per the Master Waste Supply Agreement <ul style="list-style-type: none"> • The initial tip fee will be \$70 per ton and will escalate once per year with the annual rate of change in the CPI. • Joining Members will be invoiced weekly and will pay in 30 days • Departing Municipalities later readmitted to the MRC and new Joining Members that were not Charter Municipalities are subject to a tip fee surcharge of \$2,21 per ton over the Initial Term.

	<ul style="list-style-type: none"> Neither Departing Municipalities that are re-admitted to the MRC nor new Joining Members that were not Charter Municipalities and did not enroll timely will be entitled to rebates. The MRC will manage calculation and payment of rebates to the Joining Members. The MRC will make quarterly rebate calculations available to all Joining Members and may offset rebates against some specific charges.
5.0 Authorization	<p>The Joining Member</p> <ul style="list-style-type: none"> Authorizes the MRC to administer its interests in the Master Waste Supply Agreement and the Site Lease. Remains (or becomes) an MRC member Accepts the MRC Bylaws and Articles of Incorporation <p>The MRC will provide notice to Joining Members and will provide opportunities to be heard on contract changes and other matters.</p>
6.0 Transportation and Bypass	<p>If the Fiberight facility cannot accept MSW, the Joining Member will send its MSW to the Crossroads Landfill and will comply with the applicable rules for delivery. This might happen if</p> <ul style="list-style-type: none"> As of April 1, 2018, if the Fiberight Facility has not yet achieved commercial operation During the Term the Fiberight Facility needs to bypass the MSW There is a Force Majeure event or other casualty event
7.0 Existing Assets	<p>The MRC will manage the disposition of the assets of the Equity Charter Municipalities, including the Tip Fee Stabilization Fund, other funds, and partnership share interests in PERC, per Exhibit B.</p>
8.0 Indemnification	<p>Reciprocal. Limits liability.</p>
9.0 Assignment	<p>Limited. MRC must provide Joining Members with notice and an opportunity to be heard.</p>
10.0 Events of Default and Terminations	<p>Very limited. The MRC and Joining Members are expected to comply with their commitments.</p>
11. Other provisions	<p>The MRC will provide Joining Members with notice and an opportunity to be heard, and will coordinate responses to, Force Majeure events, Changes in Law and other contingencies.</p> <p>Disputes can be resolved by arbitration.</p> <p>Other typical contractual provisions are included.</p>
Signature	<p>Will need to be signed by an authorized party with evidence of proper authorization and procedure</p>
Exhibit A	<p>Executed version of the Master Waste Supply Agreement</p>
Exhibit B Disposition of PERC Related Assets	<p>This section addresses in detail how the MRC would apply and allocate the existing assets of the Equity Charter Municipalities that it has managed under the PERC Waste Disposal Agreements since 1998.</p> <p>Tip Fee Stabilization Fund: would be allocated to the following uses: \$5.0 million Site Capital Costs \$7.0 million Building reserve fund</p>

	<p>\$3.0 million Delivery Sufficiency Reserve Fund (shortfall payments) \$1.167 million Liabilities of PERC closure \$1.00 million Offset transportation costs if commercial operation date is delayed Remainder pay balances owed to Departing Municipalities, and reserve the rest for tip fee stabilization Operating Funds: roll over (nominal) fund balances to the MRC Debt Service Reserve Fund: release balance to Equity Charter Municipalities after covering and reserving for related costs PERC LP interests: manage ultimate distribution per the terms of the PERC LP Agreement</p>
Exhibit C Components of Ratification	<p>To ratify the agreement properly, Joining Members will need to</p> <ul style="list-style-type: none">• Execute the agreement with proper evidence of authorization and authority• Provide baseline information on estimated municipal deliveries, existing methods for MSW collection and delivery, and existing recycling programs• Designate preferences for participating in regional approaches to transportation and management of hard-to-manage materials and delivery of source-separated recyclables or other materials

Municipal Joinder Agreement

This Municipal Joinder Agreement (the "*Joinder Agreement*" or "*Agreement*") is made and executed on this ____ day of _____, 2016 (the "*Effective Date*") by and between the Municipal Review Committee, Inc., a Maine nonprofit corporation with offices at 395 State Street, Ellsworth, Maine 04605 (the "*MRC*") and _____, a [municipality] [solid waste disposal district] [other eligible entity] with offices at _____ ("*Joining Member*").

WHEREAS, the MRC was created and has operated since 1991 to represent its membership, consisting of Maine municipalities and public entities (the "*Charter Municipalities*"), in order to ensure the continuing availability to its members of long-term, reliable, safe and environmentally sound methods of solid waste disposal at a stable and reasonable cost; and

WHEREAS, the MRC is governed by a board of directors each of whom is elected by the membership to a three year term and all of whom represent, at large, all member communities; and

WHEREAS, the Charter Municipalities deliver municipal solid waste ("*MSW*") to the refused-derived fuel facility owned by the Penobscot Energy Recovery Company, L.P. ("*PERC*" or the "*PERC Partnership*") in Orrington, Maine, pursuant to long term waste disposal agreements (collectively, the "*Existing PERC Agreements*"); and

WHEREAS, the Existing PERC Agreements are scheduled to terminate on March 31, 2018; and

WHEREAS, the MRC has long experience reviewing operating financials of the PERC facility and has determined and recommended to the membership that it is not in the economic interest of its members to commit to a long term relationship obligating member communities to continue delivering municipal solid waste to the PERC facility beyond expiration of the current waste disposal agreements; and

WHEREAS, consistent with its mission, the MRC has investigated and developed alternative waste disposal arrangements to be available to its members on or about April 1, 2018, which arrangements would replace the Existing PERC Agreements upon their expiration; and

WHEREAS, Fiberight, LLC ("**Fiberight**" or, together with its successors or assignees, the "**Company**") has developed a technology for processing MSW into various marketable products and has expressed interest in developing a facility utilizing such technology in Maine; and

WHEREAS, the MRC and Fiberight have entered into a Development Agreement dated as of February 4, 2015, setting forth general business terms under which Fiberight proposes to develop, construct, maintain and operate a facility utilizing its technology to accept and process MSW (the "**Facility**"); and

WHEREAS, the MRC proposes to reach agreement with Charter Municipalities and other entities to supply to the Facility , in the aggregate, at least 150,000 tons of MSW per year; and

WHEREAS, the historical role of MRC has been to administer individual waste contracts on behalf of its members in order to provide an efficient and effective means of administering the Existing PERC Agreements and to maintain parity and fair treatment among and for its members; and

WHEREAS, tipping fees for municipal solid waste delivered to the proposed Fiberight Facility will be paid directly by each MRC member to Fiberight; and

WHEREAS, the MRC proposes to continue in its role administering revenue sharing among its members and providing for and managing various reserve funds while insulating each Joining Member from exposure to penalties for failure to deliver minimum quantities of municipal solid waste to the Fiberight Facility; and

WHEREAS, the MRC has acquired an option (the "**Site Option**") to purchase property in Hampden, Maine (the "Site") suitable for development of the Facility; and

WHEREAS, the MRC and Fiberight have negotiated a long-term lease of the Site (the "**Site Lease**") upon which Fiberight proposes to develop, construct, maintain and operate the Facility, such Site Lease to be executed following the anticipated exercise by the MRC of the Site Option and acquisition of the Site; and

WHEREAS, the MRC and Fiberight have executed a Master Waste Supply Agreement dated as of January 1, 2016 that, among other things, establishes a common set of terms and conditions pursuant to which interested Maine municipalities and other public and private

entities are expected to make long-term commitments for delivery of MSW to the Facility, which commitments would be memorialized through execution of Municipal Joinder Agreements in the form of this Agreement; and

WHEREAS, pursuant to 38 M.R.S. §1305(1), the Joining Member has responsibility under Maine law for ensuring availability of an option for disposal of MSW originating within its boundaries; and

WHEREAS, the Joining Member currently arranges for disposal of MSW originating within its boundaries by delivery to the PERC facility pursuant to an Existing PERC Agreement that is scheduled to terminate on March 31, 2018; and

WHEREAS, the Joining Member wishes to enter into a long term agreement for management and disposal of MSW originating within its boundaries [with service to commence as of the termination of its Existing PERC Agreement or as soon thereafter as feasible] pursuant to which it would commit to deliver MSW to the Facility on a long term basis and authorize the MRC to administer this Agreement and to otherwise represent its interests under this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, and other good and valuable consideration each to the other paid, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms when used herein shall have the meanings set forth below. Other capitalized terms not otherwise defined in this Agreement shall, unless the context clearly requires otherwise, have the meanings ascribed to them in the Master Waste Supply Agreement.

"Acceptable Waste" shall have the definition set forth in Exhibit A to the Master Waste Supply Agreement.

"Agreement" or "Joinder Agreement" shall mean this Municipal Joinder Agreement.

"Back-up Facility" has the meaning set forth in Section 6.2.

"Charter Municipalities" shall mean the members of the MRC currently delivering MSW to the PERC Plant pursuant to the Existing PERC Agreements.

"Debt Service Reserve Fund" shall mean the Debt Service Reserve Fund currently administered by the MRC.

"Delivery Assessment Reserve Fund" shall mean the reserve fund created by the MRC pursuant to Section 3.3 as a reserve against payment of assessments to Fiberright for failure of the MRC to meet the Delivery Commitment prescribed under the Master Waste Supply Agreement.

"Delivery Diversion Charge" shall mean reimbursement by the Joining Member pursuant to Section 3.2 as a consequence of Acceptable Waste under its control being diverted to facilities other than the Facility for reasons other than those permitted hereunder.

"Departing Municipalities" shall mean Charter Municipalities that affirmatively elect not to become Joining Members or that otherwise do not sign a Municipal Joinder Agreement by the later of (i) seven days following the date of any scheduled town meeting of such Joining Member at which approval of the Municipal Joinder Agreement is to be considered, or (ii) May 1, 2016.

"Effective Date" shall mean the effective date of this Agreement.

"Equity Charter Municipalities" shall mean those Charter Municipalities having the status of Equity Charter Municipalities under the Existing PERC Agreements. **"Estimated Delivery Amount"** shall mean the estimated quantity of Acceptable Waste to which Joining Member has agreed pursuant to Section 3.3(b).

"Event of Default" has the meaning set forth in Article 10.

"Extension Term" shall have the meaning set forth in Section 2.1.

"Force Majeure" shall mean any unforeseeable act, event or condition, not in effect as of the Effective Date, that has had, or may reasonably expected to have, a material adverse impact on the rights or the obligations of either party under this Agreement; or a material adverse effect on the Facility, the Property or the Infrastructure or on the construction, ownership, possession or operation of the Facility, the Property or the Infrastructure, provided that such act, event or condition (a) is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement; (b) is not the result of willful or negligent action, inaction or fault of the party relying thereon; and (c) which, by the exercise of reasonable diligence, such party is unable to prevent or overcome.

Acts, events or conditions of Force Majeure shall include, without limitation; (i) acts of

God, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, high-water washouts, and extraordinary storms (but excluding reasonably foreseeable weather conditions); (ii) a strike, work slowdown or similar industrial or labor action not exclusive to the Facility (iii) acts of the public enemy, wars, blockades, insurrections, riots, arrests and restraints by governments, civil disturbances, sabotage, and acts of terrorism or similar occurrences; (iv) catastrophic events such as explosions, breakage or accident to machinery or lines of pipe caused by the foregoing; (v) condemnation or taking by eminent domain of the Property or the Facility, in whole or in part, and (vi) a Change in Law which is not the result of the negligence or willful act of the party relying thereon. Force Majeure shall not include changes in market conditions for the supplies to or products of the Facility, and shall not include changes in the cost of the supplies, materials or labor needed to construct or operate the Facility, or that reduce the profitability of the Facility, unless specifically attributable to a specific Force Majeure event that affects the non-performing party as enumerated above.

“Force Majeure Plan” shall have the meaning set forth in Section 13.3 of the Master Waste Supply Agreement.

“Indemnified Party” shall have the meaning set forth in Section 8.3.

“Indemnifying Party” shall have the meaning set forth in Section 8.3.

"Initial Term" shall have the meaning set forth in Section 2.1.

“Joining Member” means the entity identified in the preamble to this Agreement.

"Master Waste Supply Agreement" means the proposed waste supply agreement between the MRC and Fiberright on substantially the terms set forth in the form of agreement attached to this Agreement as **Exhibit A**.

"MRC Board" shall mean the Board of Directors of the MRC as it may be constituted by vote of its members from time to time.

“New Charter Municipalities” shall mean those Charter Municipalities that are not Equity Charter Municipalities.

"Non-Charter Municipalities" shall mean Joining Members who were not Charter Municipalities.

"Operating Funds" shall mean the Operating Fund and an Operating Budget Stabilization Fund currently administered by the MRC.

"Party" shall mean a party to this Agreement and "Parties" shall mean both parties to this Agreement.

"Target Value Reserve Fund" shall mean the reserve fund established pursuant to paragraph 2 of Exhibit B of this Agreement.

"Term" shall mean the term of this Joinder Agreement as provided in Article 2.

"Tip Fee Stabilization Fund" shall mean the reserve fund currently maintained by the MRC for the benefit of the Charter Municipalities which is to be administered as provided in Exhibit B.

"Unacceptable Waste" shall have the meaning set forth in Exhibit A to the Master Waste Supply Agreement.

ARTICLE 2

TERM

2.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue through the later of April 1, 2033, or the fifteenth (15th) anniversary of the Commercial Operation Date (the "**Initial Term**") unless terminated in accordance with the terms hereunder. Subject to the limitations in Section 2.2 below, the Joining Member shall have the right to extend the Agreement for up to five (5) consecutive periods of five (5) years each (each an "**Extension Term**," and together with the Initial Term, the "**Term**") by written notice to the MRC exercising such right to an Extension Term, which notice must be provided by the Joining Member no later than twelve (12) months prior to the expiration of the then current Term. Upon timely exercise of each right to extend, the Term shall be automatically extended, provided that there is no then existing Event of Default under this Agreement on the part of the Joining Member at either the time of the exercise of the right to extend the Term or the commencement of the applicable Extension Term.

2.2 Right to Terminate. Notwithstanding receipt of a notice from Joining Member exercising a right to an Extension Term, the MRC shall have the right at the end of the Initial Term or any applicable Extension Term, to terminate this Agreement by written notice to the Joining Member, which notice shall be given not later than nine (9) months prior to the expiration of the then current Term. Such notice of termination shall not be valid unless the MRC is simultaneously providing valid notices of termination to all Joining Members.

ARTICLE 3
DELIVERY OF WASTE

3.1 Delivery. Joining Member hereby agrees to become a Joining Member of the MRC, as defined in the Master Waste Supply Agreement. Except as otherwise provided in Section 6.2 of this Agreement, beginning on the Commercial Operation Date and continuing through the Term of this Agreement, Joining Member shall deliver, or cause to be delivered, to the Facility under the Master Waste Supply Agreement on an exclusive basis all Acceptable Waste generated within its borders the collection and disposition of which is under its control. Joining Member (a) shall comply with the conditions of delivery set forth in Exhibit E of the Master Waste Supply Agreement; and (b) shall not deliver, or cause to be delivered, Unacceptable Waste. For purposes of this Agreement, Acceptable Waste shall be deemed to be under the control of Joining Member if it is collected and delivered directly by Joining Member, its employees or agents, or by a hauler under contract and at the direction of Joining Member.

3.2 Diversion of Waste. Joining Member understands and agrees that violation of its obligation to deliver Acceptable Waste to the Facility on an exclusive basis could have a material adverse effect on the financial performance of the Facility and/or on the Joining Members. Notwithstanding the foregoing, (i) Joining Member shall not be required to institute flow control or implement other measures to the extent that, in its good faith opinion, such measures would constitute a violation of Law; and (ii) Joining Member shall have the right to establish, continue, expand or discontinue, at Joining Member's sole option, existing or future programs intended to encourage reduction, reuse or recycling of MSW generated within its borders, subject to the requirements of Section 3.4, and such activity shall not be deemed a violation of the delivery requirements imposed by this Agreement and shall not subject Joining Member to a Delivery Diversion Charge.

Joining Member agrees that, to the extent that Acceptable Waste under its control is diverted to facilities other than the Facility for reasons other than those permitted hereunder, Joining Member shall pay to the MRC, upon receipt of an invoice, a Delivery Diversion Charge to be deposited into the Delivery Assessment Reserve Fund to be established pursuant to Section 3.3(c) for the benefit of all Joining Members that are Charter Municipalities in the amount of the sum of (a) the product of the diverted tons of Acceptable Waste and the Tipping Fee that would have been paid in respect of the diverted tons had they been delivered to the Facility; plus (b) Joining Member's share of any penalty billed to MRC by the Company as a consequence of such diversion. Provided that Joining Member pays in full when due all Delivery Diversion

Charges imposed hereunder, the diversion of Acceptable Waste forming the basis for such charges shall not be deemed to constitute a breach by Joining Member of its obligations under this Agreement.

3.3 Aggregate Delivery Requirements.

(a) The MRC and Joining Member acknowledge that, under the terms of the Master Waste Supply Agreement, the MRC has committed to cause not less than 150,000 tons of Acceptable Waste per Contract Year to be delivered to the Facility by or on behalf of all Joining Members as a group, and that, in order to support the financing of the Facility, the Master Waste Supply Agreement provides that the MRC shall in certain circumstances be liable for Delivery Sufficiency Payments in the event that the MRC minimum delivery requirement is not met. Joining Members shall not have direct responsibility for payment of any Delivery Sufficiency Payments assessed by the Company against the MRC or otherwise.

(b) Joining Member, after consultation with the MRC and consistent with such guidelines as may be established from time to time by the MRC, has agreed that it is reasonable to estimate that its annual deliveries to the Facility will be at least _____ tons of Acceptable Waste per Contract Year (the "*Estimated Delivery Amount*"), which will be its estimated annual contribution to the aggregate delivery requirement of the MRC. For purposes of determining the Estimated Delivery Amount for Joining Member, recyclable materials derived from any Single Stream Recycling Program that Joining Member delivered under Section 5.2 of the Master Waste Supply Agreement shall not be included in determining whether the Delivery Commitment has been met. Joining Member agrees to the foregoing Estimated Delivery Amount and acknowledges that it is reasonable in light of current circumstances and historical MSW deliveries by the Joining Member to PERC (and/or such other waste disposal facility as may have been utilized by Joining Member), forecasted changes in MSW generation (net of anticipated waste reduction efforts), delivery patterns, diversion, and management through methods permitted by this Agreement or not under the control of Joining Member. Joining Member and the MRC shall review this commitment either (a) at the written request of either party, such request to be made no more frequently than every five years; or (b) for good cause shown, any such request to be made not less than sixty (60) days prior to the end of the then current calendar year, and the Estimated Delivery Amount of the Joining Member shall be adjusted, as appropriate, to reflect then current circumstances.

(c) The MRC intends to set aside funds in a reserve fund (the "*Delivery Assessment Reserve Fund*"). The Delivery Assessment Reserve Fund shall be managed by the MRC for the

sole purpose of providing a reserve in the event that the Delivery Commitment is not met in any year. The MRC shall have the authority to determine the amount and timing of contributions to the Fund, which shall be derived from other reserve funds, contributions from Joining Members, or such other sources as the MRC Board of Directors may determine to be available. The MRC Board of Directors shall manage investment of the Fund and authorize withdrawals from the Fund, all as it deems appropriate in accordance with the terms of this Agreement.

(d) In the event that Delivery Sufficiency Payments become due under the Master Waste Supply Agreement, they shall be paid as follows:

(i) First, to the extent that a Delivery Sufficiency Payment is attributable to the fact that one or more Joining Members has not delivered, or cause to be delivered, to the Facility all MSW under its control required to be delivered by it pursuant to the terms of this Agreement, each such Joining Member shall be assessed its ratable share of the payment, as determined by the MRC on the basis of tons of Acceptable Waste delivered (each a "*Delivery Diversion Charge*"), and the MRC shall apply the proceeds of such assessment to the payment of the Delivery Sufficiency Payment to which it relates. The MRC acknowledges that the fact that Joining Member has not achieved the Estimated Delivery Amount in and of itself will not justify imposition of a Delivery Diversion Charge.

(ii) Second, from the Delivery Assessment Reserve Fund, that portion of the remaining Delivery Sufficiency Payment allocable to Charter Municipalities as provided in **Exhibit B** to this Agreement.

(iii) Third, each Non-Charter Municipality shall pay an assessment equal to its allocable share of an amount equal to the amount paid from the Delivery Assessment Reserve Fund pursuant to subparagraph (ii) above multiplied by the percentage which aggregate deliveries by or on behalf of Non-Charter Municipalities for the time period as to which the Delivery Sufficiency Payment applied bears to all deliveries by or on behalf of Joining Members during that period.

(iv) Fourth, to the extent that the proceeds of Delivery Diversion Charges, plus amounts available in the Delivery Assessment Reserve Fund, plus amounts paid by Non-Charter Municipalities pursuant to subparagraph (iii) above are not adequate to fully fund a Delivery Sufficiency Payment, after notice to potentially affected Joining Members and an opportunity for them to be heard, each Joining Member may be assessed its ratable share of such penalty, as determined by the MRC consistent with the requirements of this Agreement, which special

assessment may, at the option of the MRC, be either collected directly from Joining Members or offset against rebates otherwise payable to Joining Members, and the MRC shall apply the proceeds of such assessments directly to the payment of the Delivery Sufficiency Payment.

(e) Upon termination of this Agreement, and after payment of reasonable expenses attendant to termination, any balance remaining in the Delivery Assessment Reserve Fund shall be returned to Joining Members as provided in **Exhibit B** to this Agreement.

3.4 Changes in Waste Delivery Patterns.

(a) Subject to subparagraph (b) below, if a Joining Member proposes to alter the scope of its responsibility for collection, transfer and transportation of MSW originating within its borders, it shall provide to the MRC not less than sixty (60) days notice of such proposed change and shall consult with the MRC with regard to such change prior to any implementation. The MRC will advise the Joining Member regarding contract compliance impacts to the Joining Member and all other Joining Members resulting from implementation of any such planned changes in the scope of its responsibility.

(b) In recognition of the importance of organic waste delivered to the Fibrigh Facility, as of the Effective Date, Joining Member shall not, (i) without first providing to the MRC not less than sixty (60) days notice of such proposed change and consulting with the MRC with regard to such change prior to any implementation, and (ii) without the prior consent of the Company, initiate new programs, or significantly and materially expand existing programs, to divert organic components from MSW for management through facilities or programs other than the Facility, but may continue to operate existing programs substantially as operated as of the Effective Date. Notwithstanding the foregoing, Joining Member may institute "pay as you throw" or similar waste reduction programs at its discretion without prior approval from the MRC so long as all MSW generated within its borders and under its control continues to be delivered to the Facility.

3.5 Unacceptable Waste. Joining Member shall not deliver Unacceptable Waste to the Facility and shall use reasonable efforts to offer residents local options for disposal of household hazardous waste. Joining Member shall pay its full cost for, and shall indemnify and hold harmless the Company and the MRC and the members, directors, officers and agents or each, from and against any liability, claim or damage arising from delivery of Unacceptable Waste to the Facility by or on behalf of Joining Member. The MRC agrees that it will, upon request, provide advice and guidance consistent with the MRC's historical practice to Joining

Member in connection with any claims made against it pertaining to delivery of Unacceptable Waste to the Facility.

3.6 Compliance By Haulers. To the extent that Joining Member contracts with independent hauler or haulers to deliver MSW to the Facility, Joining Member shall be responsible for ensuring that all such haulers comply with the delivery requirements set forth in this Agreement including, but not limited to, the requirement that all MSW generated within the borders of Joining Member the collection and disposal of which is under its control be delivered to the Facility or to the Back-up Facility as contemplated by Section 6.2(d).

ARTICLE 4 TIPPING FEES AND REBATES

4.1 Tipping Fees. Joining Member agrees to pay tipping fees for Acceptable Waste and other wastes delivered and credited to its account in the amount of \$70.00 per ton, subject to annual increase equal to the amount of annual increase in the CPI, as provided in the Master Waste Supply Agreement. Joining Member specifically acknowledges that, if it fails to pay tipping fees on a timely basis, it may be precluded from delivering Acceptable Waste to the Facility or the Back-up Facility under this Agreement. The MRC shall review and accept or dispute tipping fee calculations provided by the Company and used to determine amounts due from Joining Member. Joining Member may make separate arrangements to bring materials collected through Single Stream Recycling programs to the Facility and to pay tipping fees directly to Company for such deliveries.

4.2 Invoicing. Joining Member will receive an invoice directly from the Company on a weekly basis within five (5) days of the end of each calendar week setting forth the number of tons of material delivered by or on behalf of Joining Member and accepted at the Facility during the preceding week and the tip fee due in respect of such deliveries. The amount due shall be equal to the then applicable Tipping Fee multiplied by the number of tons (rounded to the nearest twenty pounds) delivered by the Joining Member to the Facility during such calendar week. Joining Member shall pay all such invoices directly to the Company within thirty (30) days of receipt unless the calculation thereof has been challenged by the MRC.

4.3 Rebates.

(a) Joining Member hereby authorizes the MRC to manage on its behalf rebates derived from revenue sharing in the Fiberright Project and payable to the MRC as provided under

the Master Waste Supply Agreement. Without limiting the generality of the foregoing, Joining Member acknowledges that the MRC shall direct disposition of rebates received from the Company in such manner as the MRC may determine to be in the best interests of the Joining Members as a group. Without limiting the generality of the foregoing, the MRC is specifically authorized to offset against rebates otherwise payable to Joining Member (i) any Delivery Diversion Charges against Joining Member; (ii) amounts designated by the MRC to be deposited in the Delivery Assessment Reserve Fund; (iii) any special assessment determined by the MRC to be necessary to cover otherwise unfunded liability for payment of shortfall penalties; (iv) other costs attributable to failure of Joining Member to comply with this Agreement as determined by the MRC; and (v) costs occasioned by the delivery by or on behalf of Joining Member of Unacceptable Waste. The MRC shall provide to all Joining Members a quarterly report summarizing all rebate offsets applied during the preceding calendar quarter.

(b) The Company shall calculate rebates due all Joining Members on a quarterly basis as provided in the Master Waste Supply Agreement and shall forward its calculation to the MRC which shall make such calculation available to all Joining Members. The MRC shall review and accept or dispute the calculation of rebates due, and for that purpose shall review and consider in good faith any dispute of such calculation communicated to it by Joining Member, and shall inform Joining Member and the Company of its action.

(c) The Company shall pay rebates for all Joining Members directly to the MRC which shall, after reserving such funds as the MRC may deem appropriate, pay to each class of Joining Member its allocable share of remaining distributable proceeds based on actual Acceptable Waste delivered to the Facility and in the manner set forth in Exhibit F of the Master Waste Supply Agreement.

(d) Notwithstanding any other provision of this Agreement, in addition to the additional tipping fees contemplated by paragraph 6 of **Exhibit B**, unless the MRC Board of Directors determines otherwise for good cause shown, no Non-Charter Municipality or Departing Municipality that subsequently is re-admitted to membership in the MRC shall be entitled to any rebate payments during the Initial Term.

4.4 Amendment of Tipping Fee. The Tipping Fee is governed by both this Article 4 and by Section 5.1 of the Master Waste Supply Agreement. The MRC hereby acknowledges that, except in cases of Force Majeure or actions of the Joining Member or the MRC contrary to the terms of this Agreement or the Master Waste Supply Agreement, it cannot agree to amendments to the Tipping Fee that might be proposed by the Company unless Joining Member explicitly authorizes the MRC to amend the

Tipping Fee by amending this Joinder Agreement. In the event that the Company provides a formal proposal for amendment of the Tipping Fee that the MRC agrees is reasonable and necessary for the Company to continue operation of the Facility on a sustainable basis, the MRC will facilitate presentation by the Company of such proposed amendment to Joining Member for its consideration, and Joining Member agrees to consider such amendment in good faith.

ARTICLE 5 AUTHORIZATION TO ACT FOR JOINING MEMBER

5.1 Contract Management and Authorization to Act. Joining Member explicitly acknowledges that it is one of a group of municipal and quasi-municipal entities that have become Joining Members for the purpose of collectively managing disposal of MSW under the auspices of the MRC for the benefit of all Joining Members. In addition to administering the provisions of this Agreement, the Master Waste Supply Agreement and the Site Lease, the MRC shall serve as an advocate for and advisor to the Joining Members in furtherance of its mission of ensuring the continuing availability to its members of long term, reliable, safe and environmentally sound methods of solid waste disposal at stable and reasonable cost. In order to accomplish these objectives in an efficient and effective manner, it hereby authorizes the MRC to work with all Joining Members to manage the disposal of MSW pursuant to this Agreement and the Master Waste Supply Agreement. Without limiting the generality of the foregoing, and subject to the provisions of the MRC's Articles of Incorporation and Bylaws and of Maine law, in each case as in effect from time to time, Joining Member hereby authorizes the MRC to act in its behalf (a) to ensure that the Company complies with all of its obligations and covenants to or for the benefit of the Joining Members and the MRC set forth in this Agreement, the Development Agreement, the Master Waste Supply Agreement and the Site Lease; (b) to file and prosecute in its own name and/or in the name of Joining Member permit applications relating to this Agreement or the Project; (c) to prosecute or otherwise participate in administrative and court proceedings related to the Project in its own name and/or in the name of Joining Member; (d) to review and administer, accept, invest, apply and distribute tip fees, rebates and other payments to the MRC and/or Joining Members consistent with the terms of this Agreement, including but not limited to the establishment and funding of such reserve funds as the MRC may deem appropriate from time to time; ; and (e) negotiate and enter into in the name of and on behalf of Joining Member and other Joining Members contracts related to the collective transportation, management and disposition of MSW including, without limitation contracts related to the transportation and bypass of waste and the disposition of non-processibles and residuals, it being understood that the MRC will enter into any such contracts only after

appropriate notice to Joining Members affording them an opportunity to be heard with regard to such contracts.

5.2 Ratification of MRC Articles of Incorporation and Bylaws; Authorization.

By executing and delivering this Agreement, Joining Member expressly (i) consents to becoming a Joining Member; (ii) agrees to comply with the Components of Ratification specified in **Exhibit C**; and (iii) agrees to become, or continue to be, a Member of the MRC and ratifies and confirms acceptance by it of the MRC Articles of Incorporation and Bylaws, as the same may be amended from time to time. Without limiting the generality of the foregoing, Joining Member hereby authorizes the MRC to collect and distribute payments made to or by Joining Member, including dues to the MRC in such amount as may be set by the MRC Board of Directors (historically \$1.25 per ton), to allocate such payments among Joining Members, and to establish and administer reserve or other similar accounts, in each case such manner, at such times and in such amounts as the MRC may deem to be appropriate after due public review and consideration.

ARTICLE 6

TRANSPORTATION AND DISPOSITION OF BYPASS AND BRIDGE WASTE

6.1 Transportation. Joining Member and the MRC each acknowledge that it may be in the interests of all Joining Members to enter into collective arrangements for the transportation of MSW to the Facility and/or for the use of transportation fuel produced at the Facility. Joining Member and the MRC agree to cooperate and afford each other an opportunity to be heard with regard to such arrangements.

6.2 Disposition of Bridge Capacity and Bypass Waste. Joining Member acknowledges that the MRC has entered into an agreement for disposal of the following waste streams at a Back-up Facility (the Crossroads Landfill):

(a) Bridge Capacity Waste, which, in the event the Commercial Operation Date is delayed after April 1, 2018, is Acceptable Waste collected by the Joining Member from April 1, 2018, until the Commercial Operation Date (as that term is defined in the Site Lease) that cannot be accepted for processing at the Facility.

(b) Bypass Waste, which is Acceptable Waste that is collected by the Joining Member for delivery to the Facility after the Commercial Operation Date, but cannot be accepted for processing by the Facility, because either (i) the Facility has not yet achieved Commercial

Operation as of the end of the Excused Delay Period; or (ii) the Facility is out of service for maintenance or repair or as the result of a Force Majeure or otherwise.

(c) Joining Member agrees to cooperate and consult with the MRC to implement delivery of Bridge Capacity Waste and Bypass Waste to the Crossroads Landfill. Joining Member shall pay the Tipping Fee with respect to Bypass Waste as if it were Acceptable Waste delivered to the Facility. Joining Member shall pay tipping fees with respect to Bridge Capacity Waste to the Back-up Facility in accordance with the agreement for management of Bridge Capacity Waste as directed by the MRC. Joining Member shall arrange transportation to, and pay transportation costs for, delivery of Bridge Capacity Waste to the Back-up Facility. The MRC agrees to cooperate with the Joining Members and afford them an opportunity to be heard before implementing arrangements for delivery of Bridge Capacity Waste and Bypass Waste with the objective of avoiding or minimizing additional transportation costs to the Joining Members as a group.

(d) Joining Member agrees to comply with the delivery procedures and transporter rules and regulations that govern deliveries of Acceptable Waste to the Back-up Facility.

ARTICLE 7
DISPOSITION OF ASSETS
ADMINISTERED BY THE MRC

7.1 Existing Assets. If Joining Member is a current member of the MRC and a Charter Municipality currently delivering MSW to PERC pursuant to the Existing PERC Contracts, the provisions set forth in **Exhibit B** shall govern the disposition of assets of Joining Member and other Charter Municipalities, including Departing Municipalities, following expiration of the Existing PERC Contracts, as well as any additional assets held by the MRC.

7.2 Disposition of Project Site Assets. In the event of a sale of the Project Site, after payment of expenses of sale, the remaining sale proceeds shall be distributed in accordance with **Exhibit B**.

ARTICLE 8
INDEMNIFICATION

8.1 Indemnification by Joining Member. Joining Member agrees to defend,

indemnify, and hold harmless the MRC, each other Joining Member, and their respective members, directors, elected officials, officers, agents and employees against any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, to the extent resulting from any failure by Joining Member to perform fully, in any respect, its obligations under this Agreement. The foregoing indemnity expressly extends to claims of injury, death, or damage to employees of Joining Member or of a subcontractor, anyone directly or indirectly employed by Joining Member, or anyone for whose acts they may be liable. In claims against any person or entity indemnified under this Section 8.1 by an employee of Joining Member or subcontractor, the indemnification obligation under this Section 8.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Joining Member or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Joining Member expressly waives immunity under workers' compensation laws for the purposes of this indemnity provision.

8.2 Indemnification by MRC. The MRC agrees to defend, indemnify, and hold harmless Joining Member, its elected and appointed officials, officers, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, to the extent resulting from (i) any willful or negligent act or omission by the MRC, its directors, officers, agents, employees (including duly authorized volunteers), contractors, or anyone acting on the MRC's behalf; and (ii) any failure by the MRC to perform fully, in any respect, its obligations under this Agreement. The foregoing indemnity expressly extends to claims of injury, death, or damage to employees of the MRC or of a subcontractor, anyone directly or indirectly employed by the MRC, or anyone for whose acts they may be liable. In claims against any person or entity indemnified under this Section 8.2 by an employee of the MRC or subcontractor, the indemnification obligation under this Section 8.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the MRC or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The MRC expressly waives immunity under workers' compensation laws for the purposes of this indemnity provision.

8.3 Notice. A Party asserting a right to indemnification under this Article VII (the "Indemnified Party") shall give to the other Party (the "Indemnifying Party") written notice of the commencement of any legal action or other circumstance which may give rise to a claim for indemnification hereunder within ten (10) days of receipt of written notice by it of commencement of a legal action and within thirty (30) days of learning of any other circumstances giving rise to a claim for indemnification; provided, however, that failure to so notify the Indemnifying Party shall discharge it from its indemnification obligation hereunder only if and to the extent that it has been prejudiced thereby. The Indemnified Party shall afford to the Indemnifying Party access to all records and information relating to such claim, facts and circumstances (except those matters privileged or otherwise protected from disclosure under applicable state or federal law or rules of evidence) reasonably necessary to permit the Indemnifying Party to evaluate the merits of such claim or the accuracy of such facts and circumstances. Upon receipt of notice, the Indemnifying Party may elect to participate in or, if it

acknowledges its obligation to indemnify, assume defense of, such action at its own expense and with counsel of its own choosing. The Indemnified Party shall not settle or compromise any claim with respect to which indemnification is sought without the prior written consent of the Indemnifying Party which consent may not be unreasonably withheld or delayed.

Notwithstanding that the Indemnifying Party may have assumed defense of an indemnified claim, the Indemnified Party shall have the right, at its sole expense, to retain its own counsel to participate in such defense.

8.4 Opportunity to Cure. The Indemnifying Party shall be entitled, at its sole cost and expense, to undertake to cure any circumstances or to pay or settle any claim which is the subject of a claim for indemnification provided that, prior to such settlement, the Indemnifying Party either (i) acknowledges its obligation hereunder to indemnify the Indemnified Party, or (ii) obtains the written consent of the Indemnified Party to the settlement.

8.5 Resolution of Dispute as to Indemnification. Any dispute relating to indemnification may, at the election of either Party, be resolved through the dispute resolution procedure contemplated by Section 11.8 of this Agreement.

8.6 De Minimis Payment Provisions. Notwithstanding the foregoing, no payments in respect of any indemnification claim shall be required of any Indemnifying Party unless and until the total amount of the indemnification claims payable by such Indemnifying Party has exceeded Twenty-Five Thousand Dollars (\$25,000) in the aggregate, after which, however, all such indemnification claims, including those included in the de minimus calculation, shall be subject to payment as provided herein.

8.7 Limitation of Liability. Notwithstanding the provisions of this Article 8, except in the case of fraud neither Party shall be liable to the other for any incidental, indirect, or consequential damages arising out of the performance or breach of this Agreement.

8.8 No Waiver of Immunities. Nothing in this Agreement or the Master Waste Supply Agreement shall constitute a waiver or diminution by Joining Member or the MRC of any immunities or statutory limitations on liability, nor shall anything in this Agreement be construed to constitute a waiver of any defense, immunity or limitation of liability that may be available to a governmental entity, or any of its officers, officials, agents or employees pursuant to the Eleventh Amendment to the Constitution of the United States of America, the Maine Constitution, the Maine Tort Claims Act (14 M.R.S.A. §8101 *et seq.*), any state or federal statute, the common law or any privileges or immunities as may be provided by law.

8.9 Assignment. The Indemnified Party shall assign to the Indemnifying Party all claims it may have that arise in connection with claims indemnified by the Indemnifying Party.

ARTICLE 9
ASSIGNMENT

9.1 General Prohibition of Assignment. Except as otherwise specifically provided herein, neither Party may assign its rights or delegate its obligations under this Agreement, including without limitation any transfer by operation of law, in any manner whatsoever without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any attempt at any such assignment, transfer, or sale without the consent required hereby shall be void and of no effect, and shall, at the option of the other Party, terminate this Agreement.

9.2 Assignment by the MRC. Subject to member approval rights as set forth in the Bylaws of the MRC, and notwithstanding the provisions of Section 9.1, the MRC may, after providing prior notice to Joining Members and affording them an opportunity to be heard, assign its rights under this Agreement to a successor entity formed for the purpose of assuming the obligations and mission of the MRC. Any other attempt by the MRC to assign, transfer, or pledge this Agreement, whether in whole or in part, to any person without the prior written consent of the Joining Member shall be null and void.

ARTICLE 10
EVENTS OF DEFAULT; TERMINATION

10.1 MRC Event of Default. Each of the following shall constitute an Event of Default as to the MRC:

(a) The MRC shall have failed to fulfill its obligations under this Agreement, the Master Waste Supply Agreement or the Site Lease and such failure has not been cured within the longer of (a) thirty (30) days following receipt of written notice from the Joining Member specifying that a particular default exists, or (b) any otherwise applicable cure period; provided, however, that if it is not possible to cure such default within the applicable cure period, no Event of Default shall be deemed to exist so long as the MRC takes action within such period to initiate steps to effect a cure and pursues such cure with reasonable diligence.

(b) The MRC or any permitted assignee shall (a) file, or have filed against it a petition which is not dismissed within sixty (60) days, in bankruptcy, reorganization or similar proceedings under, or shall be adjudicated a bankrupt under, the bankruptcy laws of the United States, (b) have a receiver, permanent or temporary, appointed by a court of competent authority for it or on its behalf which is not dismissed within sixty (60) days, (c) request the appointment of a receiver, (d) make a general assignment for the benefit of creditors, or (e) shall have its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) days.

(c) The MRC or any permitted assignee shall dissolve or liquidate or shall have ceased operations for a period in excess of sixty (60) days.

10.2 Joining Member Event of Default. Each of the following shall constitute an Event of Default as to the Joining Member:

(a) Joining Member shall have failed to fulfill its obligations as a member under the MRC Articles of Incorporation or Bylaws or under this Agreement, the Master Waste Supply Agreement or the Site Lease and such failure has not been cured within the longer of (i) thirty (30) days following receipt of written notice from the MRC specifying that a particular default exists, or (ii) any otherwise applicable cure period; provided, however, that if it is not possible to cure such default within the applicable cure period, no Event of Default shall be deemed to exist so long as the Joining Member takes action within such period to initiate steps to effect a cure and pursues such cure with reasonable diligence.

(b) Joining Member or any permitted assignee shall (i) file, or have filed against it a petition which is not dismissed within sixty (60) days, in bankruptcy, reorganization or similar proceedings under, or shall be adjudicated a bankrupt under, the bankruptcy laws of the United States, (ii) have a receiver, permanent or temporary, appointed by a court of competent authority for it or on its behalf which is not dismissed within sixty (60) days, (iii) request the appointment of a receiver, (iv) make a general assignment for the benefit of creditors, or (v) shall have its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) days.

(c) Joining Member or any permitted assignee shall dissolve or liquidate.

(d) Joining Member fails to make any undisputed payment due hereunder within thirty (30) days after the same is due.

10.3 Expiration of Term. This Agreement shall terminate upon the expiration of the Master Waste Supply Agreement. Notwithstanding termination, Joining Member shall remain liable for any obligations, including payment obligations, arising prior to the date of termination.

10.4 Remedies. Either party may terminate this Agreement upon the occurrence and during the continuance of an Event of Default by the other party. Unless otherwise provided by Law, any right or remedy provided for herein shall not be considered as the exclusive right or remedy of the non-defaulting Party, and such right or remedy shall be considered to be in addition to any other right or remedy allowed by Law. Without limiting the generality of the foregoing, Joining Member acknowledges that the MRC and the other Joining Members are relying on its commitment to deliver Acceptable Waste originating within its borders to the Facility under the Master Waste Supply Agreement and that breach of that obligation would cause irreparable damage to the MRC and the other Joining Members for which monetary damages would not provide an adequate remedy. Accordingly, in the event of such a breach, in addition to such other remedies as may be available to the MRC at law or in equity, Joining Member expressly acknowledges that the MRC shall be entitled to specific performance of the delivery obligations of Joining Member hereunder.

10.5 Limitation on Cure Period. Notwithstanding any other provision of this Agreement, in the event that either Party shall have breached a provision hereof and shall have relied upon a cure period in order to avoid termination under the provisions of this Article 10, such party shall not, within a period of two (2) years from the date of the initial breach, be entitled to the benefit of a cure period with respect to a subsequent breach of the same provision.

ARTICLE 11
OTHER PROVISIONS

11.1 Force Majeure. In the event either Party is rendered unable, wholly or in part, by a Force Majeure to carry out any of its obligations under this Agreement, and provided that such party is using reasonable business efforts to resume performance at the earliest practicable time, then the obligations of such Party, to the extent affected by such a Force Majeure, shall be suspended during the continuance of the Force Majeure but no longer. Any time that a Party intends to rely upon a Force Majeure to excuse or suspend its obligations hereunder, such Party shall notify the other Party as soon as is reasonably practicable, describing in reasonable detail the circumstances of the Force Majeure. Notice shall again be given when the effect of the Force Majeure has ceased. Notwithstanding the foregoing, the existence of a Force Majeure shall not relieve a Party from its obligation to make payments due or payable prior to or independent of the Force Majeure.

11.2 Notification of Force Majeure or Event of Default. The MRC shall notify the Joining Member of the occurrence of any Force Majeure or Event of Default under the Master Waste Supply Agreement or the Site Lease.

11.3 Waste Deliveries During Force Majeure. In the event of a Force Majeure under the Master Waste Supply Agreement or the Site Lease that would preclude acceptance and processing of Acceptable Waste at the Facility, the Joining Member shall deliver collected Acceptable Waste to the Facility or to the Back-up Facility at the direction of the MRC for the duration of such Force Majeure, which deliveries shall be treated as Bypass Waste under Section 6.2 hereof.

11.4 Opportunity To Be Heard.

(a) In the event of a Force Majeure under the Master Waste Supply Agreement, promptly upon receipt of a Force Majeure Plan, the MRC shall inform the Joining Members and provide to them an opportunity to be heard as to whether to accept, accept a modified version of, accept subject to dispute, or not accept such Force Majeure Plan, and shall indicate the projected impact of implementing the proposed Force Majeure Plan on future Tipping Fees and Rebates. In the event of an Event of Default under the Master Waste Supply Agreement or the Site Lease, the

MRC shall inform the Joining Members of such default and of the actions proposed to be taken by the MRC in response thereto. Joining Member shall accept and abide by decisions of MRC with respect to any such default or Force Majeure.

(b) In the event that the MRC wishes to amend the Master Waste Supply Agreement or the Site Lease, it shall provide to the Joining Members notice of the proposed amendment and an opportunity to be heard and shall consider in good faith any comments received prior to any such amendment taking effect.

11.5 Change In Law. Joining Member shall notify the MRC, and the MRC shall notify Joining Member, promptly as soon as either party has knowledge of any action of the federal government, state legislature, state administrative or regulatory authority, court of applicable jurisdiction, or any other governmental body that could lead to the occurrence of a Change in Law. MRC and Joining Member shall use reasonable efforts to cooperate to avoid any such action and to mitigate its potential adverse impact on their obligations hereunder or on the Master Waste Supply Agreement, the Site Lease, or operation of the Facility or the Back-up Facility.

11.6 Relationship of Parties. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Except as otherwise provided herein, neither Party shall have the authority to contractually bind the other Party. No employees or agents of one Party shall be deemed the employees or agents of the other Party for any purpose. In addition, nothing in this Agreement is intended or should be construed in any manner to empower the MRC to act other than for the sole and exclusive benefit of all of the Joining Members as a group.

11.7 Waiver. The failure of either Party to take action with respect to any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition. Any waiver by either Party of any breach of any term, covenant, or condition contained in this Agreement shall be effective only if in writing and shall not be deemed to be a waiver of any subsequent breach of the same, or of any other term, covenant, or condition contained in this Agreement. Nothing in this Agreement shall be construed to constitute a waiver of any defense, immunity or limitation of liability that may be available to a governmental entity, or any of its officers, officials, agents or employees pursuant to the Eleventh Amendment, to the Constitution of the United States of America, the Maine Constitution, the Maine Tort Claims Act (14 M.R.S.A. §8101 *et seq.*), any state or federal statute, the common law or any privileges or immunities as may be provided by law.

11.8 Dispute Resolution.

(a) Any dispute arising under this Agreement shall be resolved only in accordance with this Section 11.8.

(b) A dispute shall arise when one Party sends a written notice of dispute by certified mail to the other Party. The Parties shall first attempt to resolve the dispute through informal negotiations in which each party agrees to participate in good faith.

(c) If the Parties cannot resolve the dispute informally within fourteen (14) days of such written notice, either Party may submit the dispute to arbitration to be conducted under the commercial arbitration rules of the American Arbitration Association. Arbitration shall be initiated by the serving of a written notice of intent to arbitrate (an “*Arbitration Notice*”) by one Party upon the other. Arbitration proceedings shall be conducted by a single arbitrator to be agreed upon by the Parties; provided, however, that if the Parties are unable to agree upon a single arbitrator within ten (10) days from the date of the Arbitration Notice, each Party shall select an arbitrator and the two so named shall name a third arbitrator. The arbitration proceedings shall then be heard by the arbitrator(s) and the decision of the arbitrator, or of a majority if a panel of three has been selected, shall be final and binding on the parties. The arbitrator(s) shall have no authority to add to, detract from, reform or alter in any manner any provision of this Agreement. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. Any Arbitration Notice must be served within two (2) years from the date on which the claim arose, and failure to bring such claim within such two year period shall constitute a waiver of such claim and an absolute bar to further proceedings with respect to it. All arbitration proceedings shall be conducted in Bangor, Maine unless the parties otherwise agree in writing. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to preclude either party from seeking temporary or permanent injunctive relief from a court of competent jurisdiction with respect to any breach of this Agreement. For purposes of this Section 11.8, a claim shall be deemed to have arisen as of the later of (i) the date on which the circumstances forming the basis for the claim first occurred, or (ii) the date upon which such circumstances are discovered or with reasonable diligence should have been discovered.

(d) Each of the Parties will bear its own costs in connection with any dispute resolution proceeding. The Parties shall share equally the cost of any single arbitrator. If a panel of three arbitrators is appointed, each Party shall pay the costs of the arbitrator appointed by it, and the cost of the third arbitrator shall be shared equally.

11.9 Notices. All notices, demands, or other writings provided for in this Agreement shall be deemed to have been fully given or made or sent if in writing and either (i) delivered in person, (ii) sent by recognized overnight courier with acknowledgement of receipt, (iii) sent by certified mail, return receipt requested, or (iv) sent by email, provided a confirmation copy is sent promptly by overnight courier or certified mail, in each case to the following addresses:

If to the MRC: Municipal Review Committee
 395 State Street
 Ellsworth, ME 04605
 Attention: Executive Director

Email: glounder@mrcmaine.org

With a copy to: Eaton Peabody
80 Exchange Street
P.O. Box 1210
Bangor, Maine 04402
Attention: Daniel G. McKay, Esq.
Email: dmckay@eatonpeabody.com

If to Joining Member: _____

Attention: _____
Email: _____

Either party may change the address at which notices to it are to be delivered by providing notice of such change in the manner provided above.

11.10 Parties Bound. The covenants and conditions contained in this Agreement shall bind the successors and assigns of each of the Parties.

11.11 Time of the Essence. Time is of the essence in this Agreement, and in each and every covenant, term, condition, and provision of this Agreement.

11.12 References. The captions appearing under the section number designations of this Agreement are for convenience only, are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Unless the context clearly requires otherwise, references to section numbers and exhibits shall be deemed references to the section numbers and exhibits to this Agreement.

11.13 Governing Law. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Maine without regard for conflict of law provisions.

11.14 Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to its subject matter. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

11.15 Modification of Agreement. Any modification of this Agreement shall be binding only if such modification is documented in writing and signed by each Party or an

authorized representative of each Party.

11.16 Additional Documents. The Parties agree to execute whatever reasonable papers and documents may be necessary to effectuate the terms and intent of this Agreement.

11.17 No Special or Consequential Damages. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable under this Agreement for any special or consequential damages whatsoever.

11.18 Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

11.19 Third Party Beneficiary. Company shall be a third party beneficiary of the obligations of Joining Member hereunder and may enforce such obligations directly. Otherwise, this Agreement is intended for the sole benefit of the Parties, and no other party shall be regarded as a third party beneficiary of the obligations of the Parties hereunder.

11.20 Partial Contract Year. In the event of a partial Contract Year, all amounts and allocations shall be adjusted appropriately based on the ratio which the number of days in such partial Contract Year bears to the number of days in a full 365 day calendar year.

11.21 Counterparts. This Agreement may be executed in counterparts. A signature transmitted by facsimile, email or other electronic means shall have the effect of an original.

[Signature page follows.]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed as a sealed instrument as of the date first above written.

MUNICIPAL REVIEW COMMITTEE

By: _____

Name:

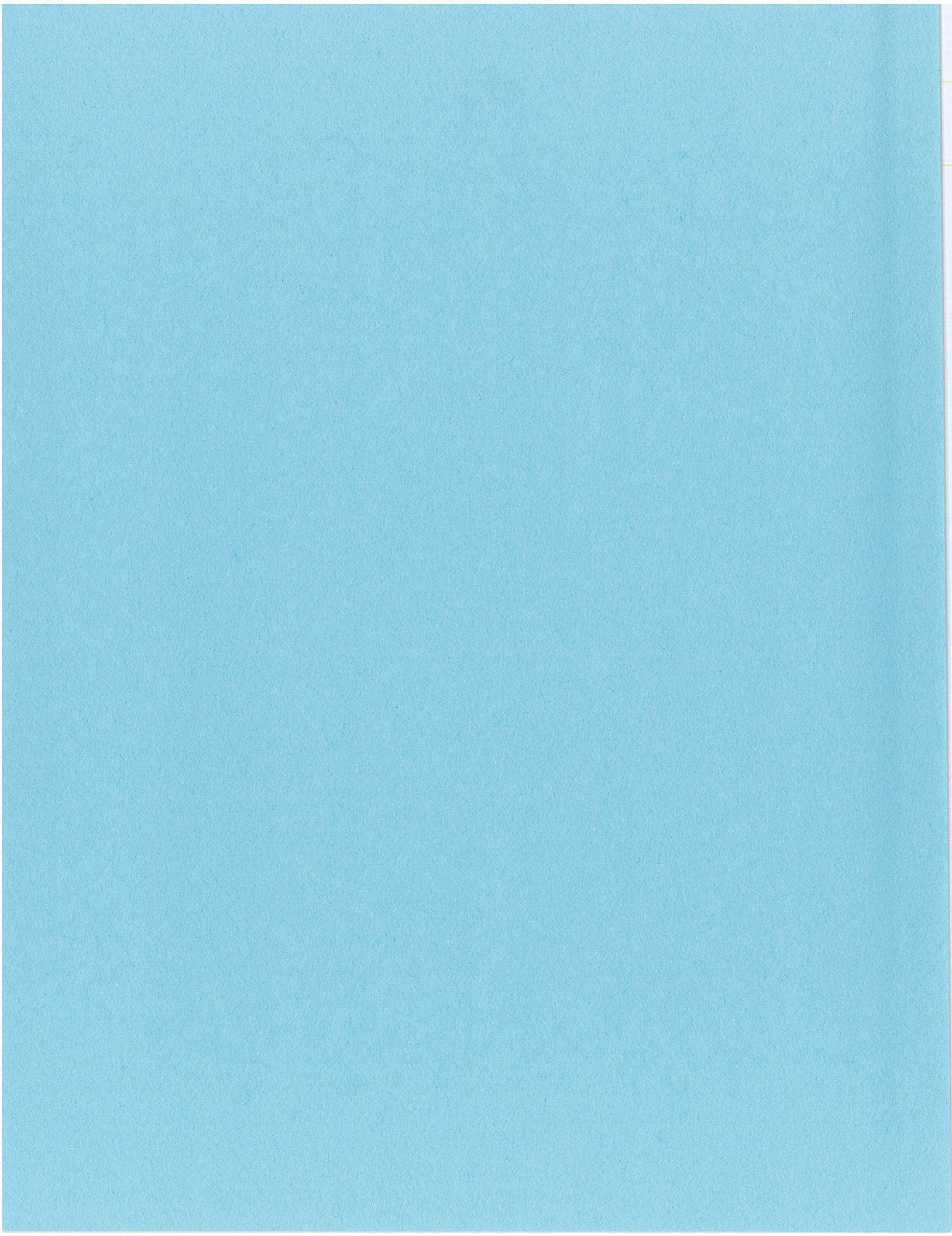
Title:

JOINING MEMBER

By: _____

Name:

Title:



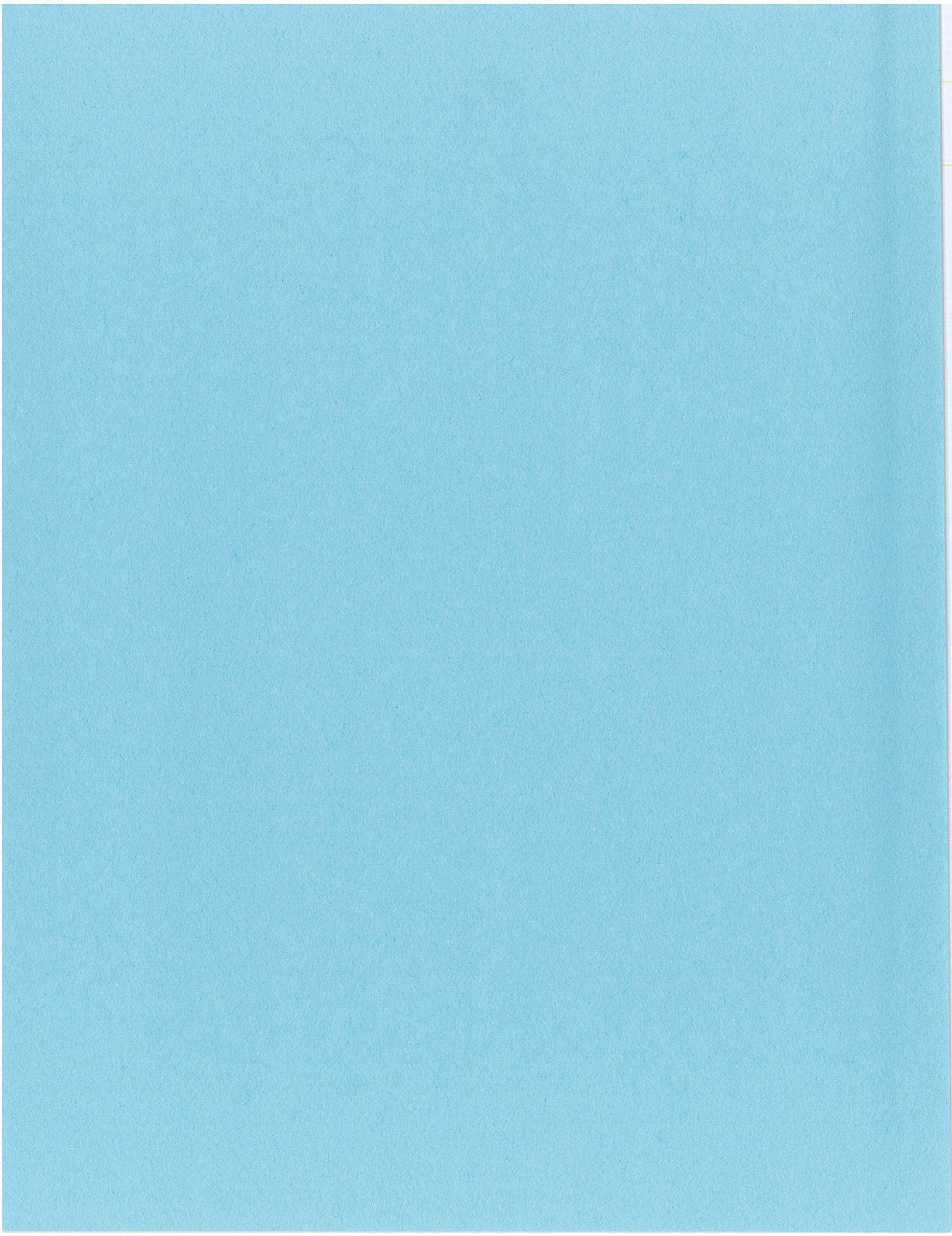
List of Exhibits

- A Form of Master Waste Supply Agreement**
- B Disposition of Municipal Assets**
- C Components of Ratification**

Exhibit A
to Municipal Joinder Agreement

MASTER WASTE SUPPLY AGREEMENT

[Exhibit attached to original]



**Exhibit B
to Municipal Joinder Agreement**

**Management and Disposition of
Existing Municipal Assets and Project Assets**

1. Applicability. This Exhibit B sets forth how the MRC shall manage the disposition of assets held in the name of the Equity Charter Municipalities upon the expiration of the Existing PERC Contracts and the disposition of certain payments to be made by Non-Charter Municipalities. The following assets, none of which are owned by the MRC, are addressed herein:

- **The Custody Account and Tip Fee Stabilization Fund.** Pursuant to the Existing PERC Contracts, the MRC manages two reserve accounts held in the names of the Equity Charter Municipalities -- the Custody Account and the Tip Fee Stabilization Fund – with a combined balance on the order of \$26.6 million as of the end of 2015 and projected to be in the range of \$25.0 million to \$28 million by March 2018. The Custody Account, established in 1999, has been used as a working capital account to accept payments from the PERC Partnership and proceeds of sales of Bangor Hydro warrants, and to pay cash distributions to the Charter Municipalities in order to achieve the target values. The Tip Fee Stabilization Fund, established in 2002, has been used for investment of funds in excess of what is needed for cash distributions to the Charter Municipalities. The main sources of funds for these accounts through 2015 have been Performance Credits (\$58.098 million), proceeds of sales of warrants in Bangor Hydro stock (\$19.920 million), Net Cash Flow distributed by the PERC Partnership (\$13.235 million) and earnings on the fund balance (\$6.102 million). Uses have included distributions to the Charter Municipalities (\$60.555 million) and purchases of partnership shares in PERC on behalf of Charter Municipalities (\$10.032 million). Note that all of the Net Cash Flow (resulting from ownership of PERC partnership shares) and proceeds of sales of warrants in Bangor Hydro stock received to date have been distributed to the Equity Charter Municipalities, and that the remaining balances in these accounts are comprised of undistributed Performance Credits and earnings on the fund balance.
- **The Operating Account and the Operating Budget Stabilization Fund.** Pursuant to the Existing PERC Contracts, the MRC manages two operating accounts held in the names of the Equity Charter Municipalities -- the Operating Fund and the Operating Budget Stabilization Fund – with a combined balance of less than \$1.0 million. The

Operating Account, which is funded by dues, has been used to fund MRC administration costs since the MRC was created in 1991. The Operating Budget Stabilization Fund, established in 2004, has been used to provide funds to the Operating Account in order to avoid dues increases while covering the costs of developing an arrangement to manage MSW from Charter Municipalities after termination of the Existing PERC Contracts. The sources of funds for the Operating Budget Stabilization Fund have been releases of reserve funds associated with the financing of PERC, as well as a one-time “windfall” payment made by the PERC Partnership to the Equity Charter Municipalities in 2004.

- **The Debt Service Reserve Fund.** The Debt Service Reserve Fund is a reserve account in the amount of approximately \$1,333,333 which is pledged in support for existing PERC Partnership senior financing and which is held for the term of the financing by the lender for distribution to the MRC for the benefit of the Equity Charter Municipalities. If not called upon to pay debt service, this fund is scheduled to be released to the MRC in early 2018.
- **Limited partnership shares in the PERC Partnership.** The Equity Charter Municipalities own a total of 25.5214 percent of the limited partnership shares in the PERC Partnership, which are managed on their behalf by the MRC. Note that the PERC Partnership is scheduled to be dissolved by the end of 2018.

2. **The Custody Account and the Tip Fee Stabilization Fund.**

Upon expiration of the Existing PERC Contracts, the MRC shall manage and dispose of the funds in the Custody Account and the Tip Fee Stabilization Fund as follows:

- (a) Fund up to \$5.0 million for actual expenditures pursuant to the Site Lease, the Master Waste Supply Agreement and this Agreement for acquisition of the Site and development of related infrastructure (the Site Capital Costs);
- (b) Pay Equity Charter Municipalities that are Departing Municipalities their allocable share of the Custody Account and the Tip Fee Stabilization Fund as of the date of termination of the Existing PERC Contracts, as determined by cumulative application of the Transaction Guidelines and other policies that have been used to make such allocations since 1998; provided that (i) the balance that is the basis for the allocation calculation shall be increased by up to \$5.0 million to account for actual expenditures for the Site Capital Costs; and (ii) the amount allocated to each Equity Charter Municipality shall assume that all Site Capital Costs are allocated to Joining Charter Municipalities and no Site Capital Costs are allocated to Departing Municipalities; and (iii) the allocation shall account for the costs of administering such payment, including reserves

held for the pro rata share of the Departing Municipalities against total liabilities and costs associated with the dissolution of the PERC Partnership and the closure of the PERC facility. Payment shall be made timely after the termination of the Existing PERC Agreements, subject to such reserves as the Board of Directors may establish on a basis comparable to amounts being reserved from the allocable accounts of the Joining Members, to those Departing Municipalities that have executed a Termination Agreement in such form as may be approved by the MRC, and shall make subsequent and final payments promptly after confirming the extent to which reserve funds continue to be needed.

(c) Use the funds allocable to the Equity Charter Municipalities that are Joining Members to provide initial funding to establish reserve funds in support of the Site Lease, Master Waste Supply Agreement and this Agreement as follows:

- Up to \$7.0 million as a reserve against purchase of the building in the event of termination (the Building Reserve), which amount may be reduced once per year in accordance with Exhibit C to the Site Lease. Amounts released from the fund each year shall be distributed to the Equity Charter Municipalities in accordance with the amount of their original contributions (e.g., their fund balances as brought forward on April 1, 2018). The value of the building, if purchased, shall also be allocated among the Equity Charter Municipalities that are Joining Members pro rata with the amount of their original contributions.
- An initial amount of \$3.0 million for the Delivery Sufficiency Reserve Fund, which shall be used, as needed, to make Delivery Sufficiency Payments for the benefit of all Charter Municipalities that are Joining Members. Funds not used at the end of the term of the Joinder Agreement shall be allocated among the Equity Charter Municipalities that are Joining Members pro rata with the amount of their original contributions.
- \$1.167 million held by the Equity Charter Municipalities that are Joining Members as a reserve against liabilities and costs associated with the dissolution of the PERC Partnership and the closure of the PERC facility (the Closure Reserve Fund). The MRC shall revisit the need to maintain the Closure Reserve Fund before the end of calendar year 2018. When released, amounts in the Closure Reserve Fund shall be allocated among the Equity Charter Municipalities that are Joining Members pro rata with the amount of their original contributions.

- Up to \$1.0 million to offset costs of transportation of Bridge Waste per the direction of the MRC, with amounts remaining in the fund to be transferred to the Target Value Fund as defined below.
- All remaining amounts shall be deposited into a fund (the "Target Value Reserve Fund") for distribution to the Charter Municipalities that become Joining Members as a supplement to rebates provided by Fiberright to Joining Members, all as directed by the MRC. In the first thirty-six months following the Commercial Operation Date, the MRC shall distribute (i) to Equity Charter Municipalities that are Joining Members \$5.00 per ton for each ton delivered to the Facility, and (ii) to New Charter Municipalities that are Joining Members \$3.00 per ton for each ton delivered to the Facility; provided, however, that such payments will be made only to the extent that funds are available therefor and only to the extent necessary in order to achieve a net disposal cost, after payment of all other rebates, of \$65.00 per ton for Joining Members which are Equity Charter Municipalities and \$67.00 per ton for Joining Members which are New Charter Municipalities. Thereafter, distributions from the Target Value Reserve Fund shall be made on such basis as may be approved by the MRC Board of Directors at a properly-noticed meeting in accordance with the MRC Bylaws.

3. **Operating Account and Operating Budget Stabilization Fund.** Upon expiration of the Existing PERC Contracts, the MRC shall manage and dispose of the funds in the Operating Account and the Operating Budget Stabilization Fund as follows:

- Pay Departing Municipalities their allocable share of the Operating Budget Stabilization Fund as of the date of termination of the Existing PERC Contracts, as determined by cumulative application of the Transaction Guidelines and other policies that have been used to make such allocations since 1998.
- Retain the remaining funds in the Operating Account and Operating Budget Stabilization Fund to support administrative costs of the MRC beyond termination of the Existing PERC Contracts.

4. **Debt Service Reserve Fund.** The MRC shall manage the allocation of funds released from the Debt Service Reserve Fund as follows:

- (a) First, pay the costs of securing the release of the funds.

- (b) Second, pay costs of the Equity Charter Municipalities in the dissolution of the PERC Partnership, including the costs to the MRC of representing the Equity Charter Municipalities in the course of such dissolution.
- (c) Third, pay the Equity Charter Municipalities their allocable share of the Debt Service Reserve Fund as determined based on the relative shares of tonnage delivered by each Charter Municipality during the term of the financing to which the Debt Service Reserve Fund relates, which payments shall be net of the costs of subsections (a) and (b) above and net of any amounts held in reserve until the full cost of dissolution is known.

By the end of calendar year 2018, the MRC shall identify the amounts from the Debt Service Reserve Fund that have been used to pay costs per subsections (a) and b) above; that are being held in reserve in anticipation of additional future costs; and that are available for payment to each Equity Charter Municipality. The MRC shall make such payments, if any, promptly after such decision has been made in 2018, and shall make subsequent and final payments promptly after confirming the extent to which reserve funds continue to be needed.

5. PERC Partnership Limited Partnership Interests. An Equity Charter Municipality's partnership interest in the PERC Partnership shall continue to be administered by the MRC and shall be disposed of as provided in the PERC Partnership Agreement until either (a) the Partnership is dissolved and its affairs concluded; or (b) Municipality has divested itself of any and all ownership shares in the Partnership. Municipality hereby affirms its authorization of the MRC to represent its partnership interest for all purposes including, but not limited to, determining the value of PERC Partnership interests, approving their disposition and determining or approving the allocable share of any distribution allocable to each Equity Charter Municipality.

6. Non-Charter Municipalities. Non-Charter Municipalities shall make additional payments of \$2.21 per ton over the Initial Term of their agreements with the MRC, which payments shall be added to the Target Value Reserve Fund for the benefit of the Charter Municipalities that are Joining Members. Unless the MRC Board of Directors determines otherwise for good cause shown, Departing Municipalities that subsequently are re-admitted to membership in the MRC shall, as a condition to their re-admittance, repay funds previously distributed to them from the Tip Fee Stabilization Account and the Operating Budget Stabilization Account, shall be regarded as Non-Charter Municipalities for purposes of this paragraph only, and shall be obligated to make payments to the Target Value Reserve Fund as contemplated hereby on the same basis as other Non-Charter Municipalities.

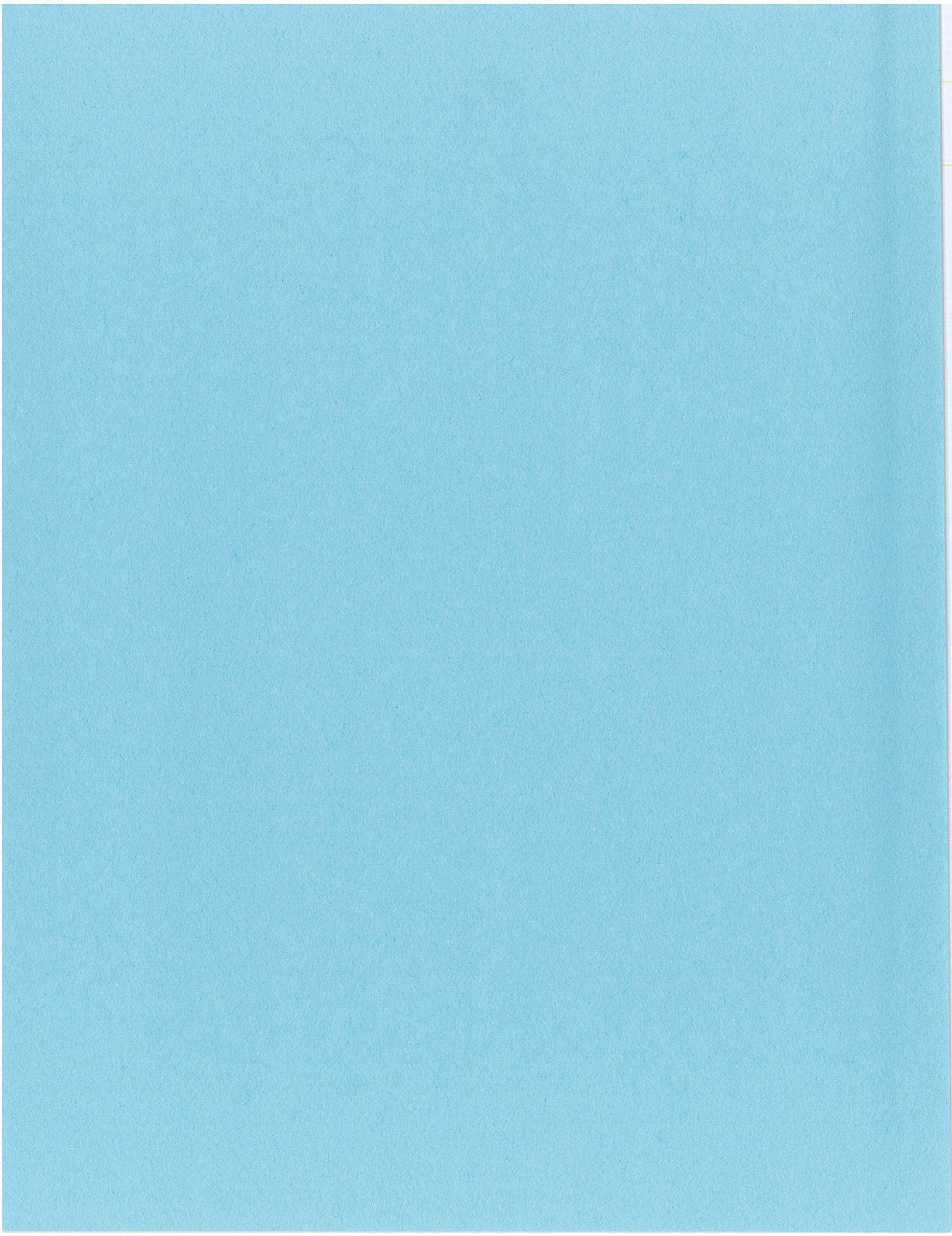


Exhibit C
to the Municipal Joinder Agreement
Components of Ratification

1.0 Execution of the Joinder Agreement

- Contact information for administrator of the Agreement
- Signed original version of the Agreement
- Evidence to confirm proper authorization and execution of the Agreement (e.g., minutes recording action by the appropriate legislative authority; sworn statement by the Town Clerk, etc.)
- Legal opinion or certificate as to enforceability of the Agreement and delegation of authority by municipal counsel

2.0 Baseline information on Joining Members

- Value for estimated annual minimum deliveries in tons per year, with description of geographic area (municipal boundaries or other designations) to which the value applies. Identify sources of municipal waste from separate authorities (e.g., schools) and confirm they are included.
- Description of method for MSW collection and delivery as of the Effective Date (including vehicle or container type and capacity, and whether municipal or private), and method for directing deliveries to the Facility
- List of MSW diversion and materials recycling programs sponsored by the Municipality as of the Effective Date, including organics diversion programs

3.0 Joining Member preference items

- Interest in regional approach to transfer or haul to the Hampden Facility
- Preferred bypass arrangements: direct to Facility or direct to Crossroads Landfill
- Interest in delivery of source-separated recyclables or clean wood or brush
- Interest in technical assistance in deciding whether to sustain or discontinue a recycling program
- Interest in regional approach to management of tires and other Unacceptable Wastes, and textiles and other potential Residual Wastes

TOWN OF _____
MEETING OF BOARD OF SELECTMEN

The Board of Selectmen of the Town of _____ (the "Town") met at the _____ in _____, Maine, on _____, 2016 at _____ p.m. Present were _____

_____ and _____, being members of the Selectmen of the Town of which there are _____ total members, together with the Clerk of the Town, _____. The Chair presided and the Clerk kept the record. The meeting was open to the public, which was notified of the meeting by means of public notices posted at least seven (7) days in advance. Upon motions made and duly seconded the following votes were adopted:

WHEREAS, the Town of _____ (the "Town") at Town Meeting held on _____, 2016, approved the article authorizing the Municipal Joinder Agreement pertaining to disposal of solid waste by the Town at a waste management facility being developed by Fiberight, LLC and/or its affiliates (collectively, "Fiberight") in Hampden, Maine, or other waste disposal facility;

WHEREAS, the Town Meeting authorized execution and delivery on behalf of the Town the documents and agreements implementing the Municipal Joinder Agreement, as well as acceptance of the MRC articles of incorporation bylaws and membership in the MRC; and

WHEREAS, the Town's authorization and expressed intention for execution and delivery of such documents have been implemented by municipal officers or officials of the Town; and

WHEREAS, specific authority by vote of the Selectmen to ratify, approve and confirm such actions by municipal officers or officials of the Town is hereby provided in addition to any other authority.

NOW THEREFORE, BE IT VOTED:

THAT pursuant to Titles 38 and 13-B of the Maine Revised Statutes, as amended, and action of the voters of the Town at the Town Meeting held on _____, 2016, and any other applicable authority under Maine law, each of the Selectmen, treasurer, or Town Manager of the Town are hereby authorized on behalf of the Town to execute and deliver any and all documents necessary, appropriate or convenient or relating to the Municipal Joinder Agreement or elements thereof, including but not limited to:

1. All documents relating to the confirmation of _____ as a member of MRC and acceptance of the MRC articles of incorporation and bylaws.
2. Municipal Joinder Agreement.

THAT all actions heretofore taken by the municipal officers or officials of the Town or any of them relating to implementing items 1 and 2 above be and hereby are ratified, approved and confirmed, including, but not limited to execution and delivery by _____ of any related contracts, including the Municipal Joinder Agreement.

THAT a majority of the Town's Selectmen or any of the Selectmen or the Town Treasurer or Town Manager is hereby authorized to execute and deliver any and all documents contemplated by or pertaining to the Municipal Joinder Agreement.

THAT the municipal officers and officials of the Town are hereby authorized to execute all documents and certificates, and to take all action, including affixing the seal of the Town, as may be necessary or convenient to carry out the full intent of the foregoing votes or any one of them.

Board of Selectmen, Town of _____

I certify that I am the duly qualified Clerk of _____, Maine, and that the foregoing votes were adopted by the Selectmen of the Town at a meeting of said Selectmen duly called and legally held in accordance with the laws of Maine on _____, 2016, that the meeting was open to the public and that adequate and proper notice thereof was given in accordance with the laws of Maine, and that such votes have been entered into and become a part of the permanent records of the Town and remain in full force and effect and have not been rescinded or amended.

Town of _____

Clerk

Dated at _____, Maine
_____, 2016

TOWN OF _____
MEETING OF TOWN COUNCIL

The Town Council of the Town of _____ (the "Town") met at the _____ in _____, Maine, on _____, 2016 at _____ p.m. Present were _____

_____ and _____, being members of the Council of the Town of which there are _____ total members, together with the Clerk of the Town, _____. The Chair presided and the Clerk kept the record. The meeting was open to the public, which was notified of the meeting by means of public notices posted at least seven (7) days in advance. Upon motions made and duly seconded the following votes were adopted:

WHEREAS, the Town of _____ (the "Town") at Town Meeting held on _____, 2016, approved the article authorizing the Municipal Joinder Agreement pertaining to disposal of solid waste by the Town at a waste management facility being developed by Fiberright, LLC and/or its affiliates (collectively, "Fiberright") in Hampden, Maine, or other waste disposal facility;

WHEREAS, the Town Meeting authorized execution and delivery on behalf of the Town the documents and agreements implementing the Municipal Joinder Agreement, as well as acceptance of the MRC articles of incorporation and bylaws and membership in the MRC; and

WHEREAS, the Town's authorization and expressed intention for execution and delivery of such documents have been implemented by municipal officers or officials of the Town; and

WHEREAS, specific authority by vote of the Council to ratify, approve and confirm such actions by municipal officers or officials of the Town is hereby provided in addition to any other authority.

NOW THEREFORE, BE IT VOTED:

THAT pursuant to Titles 38 and 13-B of the Maine Revised Statutes, as amended, and action of the voters of the Town at the Town Meeting held on _____, 2016, and any other applicable authority under Maine law, each of the Councilors, treasurer, or Town Manager of the Town are hereby authorized on behalf of the Town to execute and deliver any and all documents necessary, appropriate or convenient or relating to the Municipal Joinder Agreement or elements thereof, including but not limited to:

1. All documents relating to the confirmation of _____ as a member of MRC and acceptance of the MRC articles of incorporation and bylaws.
2. Municipal Joinder Agreement.

THAT all actions heretofore taken by the municipal officers or officials of the Town or any of them relating to implementing items 1 and 2 above be and hereby are ratified, approved and confirmed, including, but not limited to execution and delivery by _____ of any related contracts or documents, including the Municipal Joinder Agreement.

THAT a majority of the Town’s Council or any of the Councilors or the Town Treasurer or Town Manager is hereby authorized to execute and deliver any and all documents contemplated by or pertaining to the Municipal Joinder Agreement.

THAT the municipal officers and officials of the Town are hereby authorized to execute all documents and certificates, and to take all action, including affixing the seal of the Town, as may be necessary or convenient to carry out the full intent of the foregoing votes or any one of them.

Town Council, Town of _____

I certify that I am the duly qualified Clerk of _____, Maine, and that the foregoing votes were adopted by the Town Council of the Town at a meeting of said Council duly called and legally held in accordance with the laws of Maine on _____, 2016, that the meeting was open to the public and that adequate and proper notice thereof was given in accordance with the laws of Maine, and that such votes have been entered into and become a part of the permanent records of the Town and remain in full force and effect and have not been rescinded or amended.

Town of _____

Clerk

Dated at _____, Maine
_____, 2016

TOWN OF _____, MAINE
CERTIFICATE OF CLERK

I, the undersigned, Town Clerk of the Town of _____, Maine hereby certify as follows:

1. That I am the duly appointed and qualified Town Clerk of the Town of _____, Maine; and
2. That in said capacity I am the custodian of the official records of the Town of _____ Maine; and
3. That the legislative body of the Town of _____, Maine consists of its Town Meeting.
4. That the Town of _____, Maine has no charter other than the legislative organization designating its geographic boundaries, and has adopted no ordinances, rules or regulations relating to the calling or conduct of its elections or affecting in any way the adoption of the vote in Section 5.
5. That a true, correct complete copy of an extract of the official minutes of the municipal town meeting of the Town of _____, Maine, held _____, 2016 is attached to this Certificate as Exhibit A, together with a certified true copy of the Warrant duly posted in public and conspicuous places in the Town as set forth in the Return of Service attached thereto; and
6. That Exhibit B attached hereto is a true, correct and complete copy of the votes of the _____ Board of Selectmen duly adopted on _____, 2016 at a meeting given public notice 7 days in advance authorizing the execution and delivery of the Municipal Joinder Agreement on behalf of the Town of _____;
8. That the actions described in Exhibits A and B attached hereto have not been amended, rescinded or repealed and remain in full force and effect as of the date hereof; and
9. No litigation is pending or threatened affecting the authority of the Town of _____, Maine, its officers or officials to implement the actions and authorizations approved by the Town of _____, Maine, as more particularly set forth in Exhibits A and B attached hereto.

Dated: _____, 2016

(SEAL)

Town Clerk

CERTIFICATE OF MUNICIPALITY'S ATTORNEY

I the undersigned _____ as the duly authorized and acting legal counsel of _____ hereby certify that I have examined the attached Municipal Joinder Agreement and the manner of its execution and delivery, and I am of the opinion that the Municipal Joinder Agreement is adequate and has been duly executed and delivered by _____ acting through its duly authorized representative(s), that said representative(s) has the full power and authority to execute and deliver the Municipal Joinder Agreement on behalf of _____, and that the Municipal Joinder Agreement as executed and delivered constitutes a valid and legally binding obligation upon _____ and is enforceable against it in accordance with its terms.

Print Name: _____

Date: _____

Attorney for _____, Maine

CERTIFICATE OF REGIONAL ASSOCIATION'S ATTORNEY

I the undersigned _____ as the duly authorized and acting legal counsel of _____ hereby certify that I have examined the attached Municipal Joinder Agreement and the manner of its execution and delivery, and I am of the opinion that the Municipal Joinder Agreement is adequate and has been duly executed and delivered by _____ acting through its duly authorized representative(s), that said representative(s) has the full power and authority to execute and deliver the Municipal Joinder Agreement on behalf of _____, and that the Municipal Joinder Agreement as executed and delivered constitutes a valid and legally binding obligation upon _____ and is enforceable against it in accordance with its terms.

Print Name: _____

Date: _____

Attorney for _____

TAB

MRC Guidelines to Calculate Estimated Delivery Amounts for the Joinder Agreements

This document provides guidelines for Joining Members to establish the Estimated Delivery Amount as defined in Section 3.3(b) of the Joinder Agreement. The Estimated Delivery Amount is defined as the amount of Acceptable Waste, in tons per year, which the Joining Member anticipates will be delivered on its behalf to the Fiberright Facility on an annual basis starting in 2018. Section 3.3(b) includes a blank space for the Estimated Delivery Amount to be filled in by the Joining Member after consultation with the MRC and consistent with these guidelines.

The MRC is asking each Joining Delivery to determine the Estimated Delivery Amount based on (a) the recommendation provided by the MRC as provided in the attached spreadsheet; (b) data on recent trends in deliveries as interpreted by the Joining Member; and (c) specific foreseeable events that might cause departures from recent trends in the near future. Note that the MRC is requesting that Joining Members provide their best estimate of actual deliveries in 2018 and thereafter. The sum of the Estimated Delivery Amounts will provide the basis for representations by the MRC to Fiberright and its investors regarding the total amount of Acceptable Waste to be delivered by the Joining Members. The Estimated Delivery Amount is not a GAT, and individual Joining Members that comply with their agreements will not be exposed to delivery shortfall penalties if actual deliveries are less than their estimates. The accuracy of the estimates is, nonetheless, very important, because the total of the estimates will provide a basis for determining whether the Joinder Agreements together represent 150,000 tons per year of Acceptable Waste, which is a threshold for support of the financing of the Fiberright facility. Estimates that are too low will provide less support for the project than might be indicated, which might lead to delays in financing, construction and commercial operation. Estimates that are too high might provide a misleading indication of the total amount of Acceptable Waste to be delivered to the facility.

The MRC recommendations are based on its analysis of recent data on past deliveries. The following data indicators are provided in the spreadsheet:

- Actual deliveries of Acceptable Waste to the PERC Facility for the 12-month period ending September 30, 2015.
- Actual annual deliveries of Acceptable Waste to the PERC Facility in calendar years 2014, 2013, 2012, 2011 and 2010.

The MRC recommendations are calculated as the lower of the actual deliveries of Acceptable Waste to the PERC Facility for (i) the 12-month period ending September 30, 2015; and (ii) the average delivered per year for calendar years 2014, 2013, 2012, 2011 and 2010. The MRC appreciates that the Joining Member might adjust the calculation to account for any of the following:

- Positive adjustments to reflect growth in deliveries of Acceptable Waste for those Joining Members in which the data support a clear growth trend.
- Negative adjustments to reflect declines in deliveries of Acceptable Waste for those Joining Members in which the data support a clear trend of decline.
- Appropriate adjustments for those Joining Members for which recent or foreseeable events provide a basis for departing from recent delivery data and trends. Such events might include
 - the start-up or expansion of waste reduction or recycling programs;
 - new developments that would stimulate growth in population or economic activity, and thus waste generation, above recent trends;
 - mill closures or other changes that might result in declines in population or economic activity, and thus waste generation, beneath recent trends;
 - changes in waste collection patterns; and
 - other intangible factors derived from local knowledge or circumstances.

Please review the MRC recommendation and the associated data carefully in light of your knowledge of local conditions and specific foreseeable events that might cause departures from recent trends in the near future. If your recommendation would be different from the MRC's recommendation, please contact the MRC Executive Director, Greg Lounder, at (207) 664-1700, or by email at glounder@mrcmaine.org, to discuss the basis for the differences.

Finally, the spreadsheet provides data in the form that is recorded by the PERC Facility. If your municipality will be signing an individual Joinder Agreement, but delivers waste under the name of another municipality or through a joint account with multiple municipalities¹, please coordinate your response with those municipalities so that a consistent set of Estimated Delivery Amounts are provided to the MRC.

Thank you for working with the MRC.

¹ Examples include the Towns of Blue Hill and Surry; the Towns of Dedham and Lucerne; the Town of Guilford, which delivers through the Mid-Maine Solid Waste District; the Town of Cranberry Isle, which delivers through Mt. Desert District; the Town of Verona; and groups of towns around Mt. Desert, Thomaston and Waldoboro.

Municipal Review Committee, Inc.								
MRC Recommendations for Estimated Delivery Amounts for Charter Municipalities								
The MRC recommendation is the lower of actual deliveries to the PERC Facility in (i) the 12 months ending September 30, 2015; and (b) the average for calendar years 2010 through 2014.								
		MRC						
		Recommended	Data analysis					
		Estimated	12 months	Calendar	Calendar	Calendar	Calendar	Calendar
		Delivery	ending	year	year	year	year	year
		Amount	3Q 2015	2014	2013	2012	2011	2010
Equity Charters								
Albion		992	1,010	992	913	913	1,056	1,088
Alton		305	305	314	361	332	330	332
Atkinson		131	136	137	131	129	127	131
Baileyville		1,725	1,750	1,743	1,752	1,680	1,713	1,739
Bangor		28,019	28,019	28,289	27,752	28,964	30,046	30,724
Bar Harbor		5,056	5,328	5,252	5,172	5,119	4,880	4,858
Blue Hill/Surry		4,005	4,178	4,167	3,942	3,955	4,000	3,959
Boothbay RRDD		4,504	4,504	4,534	4,477	4,476	4,505	4,536
Bradley		544	544	529	544	530	563	555
Brewer		5,366	5,366	5,349	5,176	5,143	5,254	6,782
Brooks		417	497	483	486	375	364	376
Brownville		572	572	572	551	562	570	663
Buckspport		1,140	1,140	1,474	1,551	1,693	1,794	1,888
Burnham		638	666	638	620	625	648	660
Carmel		1,152	1,152	1,152	1,157	1,230	1,275	1,201
Central Penobscot		2,531	2,531	2,509	2,480	2,582	2,680	2,698
China		1,332	1,332	1,334	1,404	1,334	1,621	1,706
Clifton		435	435	459	458	489	545	543
Clinton		1,584	1,584	2,374	2,410	2,287	2,416	2,404
Dedham		368	368	376	381	387	406	412
Dover-Foxcroft		2,297	2,352	2,370	2,272	2,229	2,255	2,359
Eddington		871	871	901	909	973	986	982
Enfield		805	805	832	777	790	821	823
Fairfield		4,267	4,267	4,290	5,259	5,178	3,873	4,509
Glenburn		2,535	2,576	2,573	2,578	2,594	2,631	2,300
Gouldsboro		436	436	455	451	456	463	589
Greenbush		633	636	628	623	633	639	642
Guilford		1,269	1,293	1,280	1,258	1,257	1,273	1,278
Hampden		3,412	3,458	3,515	3,525	3,256	3,320	3,445
Hancock		369	369	381	402	412	447	466
Hermon		3,637	3,705	3,632	3,523	3,638	3,724	3,670
Holden		966	1,054	1,044	1,002	980	897	908
Jackson		203	214	204	215	198	204	193
Lamoine		558	558	559	592	579	617	589
Lee		447	487	484	491	465	410	387
Levant		1,050	1,067	1,060	1,060	1,059	1,048	1,020
Lincoln		3,432	3,432	3,392	3,319	3,430	3,659	3,721
Lucerne		301	301	307	311	317	332	337
Mariaville		142	142	140	160	145	149	156
Mars Hill		959	959	973	937	967	940	985
Mattawamkeag		312	312	314	307	325	339	354

Municipal Review Committee, Inc.								
MRC Recommendations for Estimated Delivery Amounts for Charter Municipalities								
The MRC recommendation is the lower of actual deliveries to the PERC Facility in (i) the 12 months ending September 30, 2015; and (b) the average for calendar years 2010 through 2014.								
		MRC						
		Recommended	<i>Data analysis</i>					
		Estimated	12 months	Calendar	Calendar	Calendar	Calendar	Calendar
		Delivery	ending	year	year	year	year	year
		Amount	3Q 2015	2014	2013	2012	2011	2010
Midcoast SWD		6,511	6,856	6,940	6,787	6,749	6,264	5,817
Mid-Maine SWD		4,249	4,329	4,286	4,212	4,209	4,261	4,279
Milford		939	939	977	943	926	973	1,006
Millinocket		2,337	2,337	2,461	2,802	2,473	2,505	2,527
Milo		1,374	1,399	1,387	1,379	1,395	1,370	1,341
Monson		217	223	219	215	217	225	211
Mt. Desert area ADD		5,789	5,791	5,847	5,649	5,559	6,011	5,879
Newburg		614	614	862	970	881	848	742
Old Town		2,974	2,974	3,102	3,234	4,138	4,351	4,574
Orland		279	279	287	287	294	307	319
Orono		3,957	4,064	4,036	3,957	3,895	3,972	3,928
Otis		186	205	187	189	182	188	186
Palmyra		950	950	1,097	1,085	1,103	1,107	1,003
Parkman		202	216	211	206	193	198	201
Penobscot Co.		864	864	820	858	877	874	891
Pleasant River SWD		489	489	551	513	591	746	1,958
Plymouth		536	536	521	517	509	526	610
Reed Plt		93	93	93	89	91	98	103
Rockland		5,092	5,092	5,117	5,105	4,952	5,266	5,342
Sangerville		623	648	650	623	614	604	624
Searsport		838	1,067	1,057	901	919	792	524
Stetson		579	582	581	564	546	546	658
Steuben		591	665	653	584	556	581	582
Stonington		1,112	1,164	1,133	1,117	1,110	1,136	1,063
Thomaston Group		4,096	4,323	4,335	4,040	4,033	4,043	4,027
Thorndike		161	161	134	141	212	214	219
Troy		178	178	179	155	154	233	241
Union River SWD		372	372	352	400	385	407	410
Unity		927	959	995	964	922	880	877
Vassalboro		1,276	1,276	1,282	1,316	1,408	1,481	1,571
Veazie		613	613	641	600	673	705	687
Verona		311	311	311	306	312	312	312
Waldoboro Group		2,685	2,685	3,212	3,296	3,327	3,322	3,183
Waterville		6,068	6,068	7,692	8,353	8,358	8,868	8,535
Winslow		3,084	3,304	3,019	2,986	3,043	3,172	3,200
West Gardiner		840	840	832	805	828	853	885
Winthrop		2,742	2,882	2,832	2,857	2,780	2,596	2,647
Equity Charters		154,471	157,061	160,898	160,693	162,096	164,654	168,134

Municipal Review Committee, Inc.								
MRC Recommendations for Estimated Delivery Amounts for Charter Municipalities								
The MRC recommendation is the lower of actual deliveries to the PERC Facility in (i) the 12 months ending September 30, 2015; and (b) the average for calendar years 2010 through 2014.								
		MRC						
		Recommended	<i>Data analysis</i>					
		Estimated	12 months	Calendar	Calendar	Calendar	Calendar	Calendar
		Delivery	ending	year	year	year	year	year
		Amount	3Q 2015	2014	2013	2012	2011	2010
New Charters								
Abbot		136	136	148	153	147	170	161
Bancroft		23	23	23	22	22	24	25
Belfast		730	730	743	743	821	988	1,033
Bowerbank		33	34	34	33	33	32	33
Castine		196	196	218	239	250	257	252
Cherryfield		478	478	501	464	457	492	565
Chester		414	435	439	387	417	423	405
Cranberry Isles		55	55	56	57	50	56	54
Dixmont		153	156	158	147	159	151	150
Drew Pt		20	20	20	19	19	21	22
East Millinocket		727	727	716	805	763	751	795
Edinburg		48	62	63	39	41	50	48
Etna		188	188	443	473	463	492	511
Franklin		197	197	189	188	229	279	258
Freedom		197	268	249	247	188	149	151
Garland		215	215	202	224	224	249	262
Harrington		423	432	443	408	416	417	432
Haynesville		56	59	56	53	53	58	61
Howland		269	269	264	279	274	295	312
Hudson		146	150	153	141	140	144	152
Kenduskeag		381	381	368	390	377	402	391
Knox		409	409	451	479	432	460	363
LaGrange		308	308	309	295	314	314	313
Machias		1,969	1,969	1,990	2,010	2,032	2,139	2,125
Macwahoc Pt		60	60	61	58	58	63	66
Maxfield		41	41	49	44	47	47	43
Medford		90	90	96	99	95	92	84
Medway		703	703	747	693	727	721	740
Milbridge		632	663	665	628	615	627	627
Montville		113	113	135	200	178	111	105
N.Katahdin		1,154	1,247	1,177	1,182	1,132	1,142	1,137
Oakfield		233	233	333	329	288	222	227
Passadumkeag		182	187	176	169	170	212	184
Penobscot		515	515	514	527	523	535	573
Piscataquis Co.		253	383	381	336	287	143	116
Searsmont		192	194	192	194	192	203	179
Sebec		195	205	204	197	191	191	194
Sherman		768	774	780	796	700	805	760
Sorrento		62	64	66	64	58	60	62
Springfield		103	103	164	136	138	192	168
Stockton Springs		425	500	437	378	389	457	463
Sullivan		115	140	125	114	108	113	115
Swans Island		139	139	133	139	132	147	155
TCSWMO		1,688	1,793	1,828	1,821	1,928	1,387	1,473
Winn		190	190	198	206	205	231	232
Winter Harbor		146	149	154	149	136	140	148
Wiscasset		1,763	1,763	1,744	1,732	1,740	1,965	1,997
New Charters		17,531	18,144	18,595	18,483	18,359	18,620	18,723
Equity Charters		154,471	157,061	160,898	160,693	162,096	164,654	168,134
All Charters		172,002	175,205	179,493	179,177	180,456	183,274	186,857



Historical Municipal Solid Waste Delivered to PERC by MRC Charter Municipalities

The attached table provides data on the tons of Acceptable Waste that each Charter Municipality has been recorded as having delivered to the PERC Facility since the MRC began keeping electronic records in 1991. Joining Members are asked to review their historical deliveries to PERC as a part of the basis for determining their Estimated Delivery Amounts for the Joinder Agreements.

- For purposes of determining the Estimated Delivery Amount for Joining Members, the MRC calls your attention to the following: Factors to be considered in addition to past deliveries include future changes in MSW generation (due to anticipated waste reduction efforts, municipal growth or development, impacts of mill closures or other adverse events and otherwise), changes in collection and delivery patterns (including collection by commercial haulers), and future impacts of current and anticipated diversion programs.
- Joining Members are specifically encouraged to set the Estimated Delivery Amount at a level that accounts for impacts of waste reduction and diversion programs, including existing programs as well as new programs to be implemented in the future.
- The MRC is asking Joining Members to do their best to ensure that the Estimated Delivery Amount is an accurate representation of the amount of Acceptable Waste to be delivered to the Fiberight facility starting in 2018. An estimate that is too low will make it more difficult than necessary for the project to achieve financing. An estimate that is too high might contribute to the MRC's exposure to not achieving the overall Delivery Commitment during the project operations.
- The Estimated Delivery Amount is not a Guaranteed Annual Tonnage (GAT). Under the MRC agreements individual Joining Members will NOT be liable for penalties for failure to deliver their Estimated Delivery Amounts so long as they continue to deliver all MSW under their control to the Fiberight facility.
- Note that recyclable materials should not be included in the Estimated Delivery Amount, even if such materials would be from a single-stream program and would be delivered to the Fiberight facility under Section 5.2 of the Master Waste Supply Agreement.
- Joining Member and the MRC will have the opportunity to review their commitments on an ongoing basis.

Please contact the MRC's Executive Director, Greg Lounder, at (207) 664-1700 or glounder@mrcmaine.org with any questions about determination of the Estimated Delivery Amount for your community.

Municipal Review Committee, Inc.																								
MSW Delivered to PERC by Charter Municipalities, 1991 to 2014																								
Equity Charter Municipalities																								
Charter Municipality	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Albion			116.77	221.16	674.96	766.11	736.31	832.14	860.33	857.50	934.38	1,157.16	1,201.08	1,188.80	1,242.08	1,157.73	1,067.22	1,066.33	1,064.11	1,087.88	1,055.86	912.53	913.23	992.04
Alton	81.33						337.81	381.69	337.33	324.65	311.33	340.36	351.62	353.39	356.25	365.30	380.09	360.10	353.98	331.74	330.30	332.10	361.28	313.94
Atkinson	104.02	84.92	84.54	87.92	84.86	86.98	99.65	104.24	112.09	110.15	109.51	120.86	128.74	135.22	140.44	144.30	141.60	137.80	134.73	131.08	127.23	128.81	131.06	136.90
Baileyville			801.69	2,378.10	2,872.73	1,779.10	1,828.33	1,976.75	1,611.00	1,285.37	1,306.91	1,167.40	2,027.42	2,126.93	2,735.15	3,136.67	2,305.33	1,942.77	1,742.50	1,739.36	1,713.07	1,679.70	1751.9	1,743.44
Bangor	29,187.36	28,806.81	29,634.91	29,398.61	27,259.47	27,791.22	27,588.05	29,706.68	29,977.48	29,787.24	28,370.95	31,060.54	32,528.09	32,707.83	34,135.87	33,962.87	33,204.25	32,312.48	31,392.38	30,724.32	30,045.59	28,963.69	27751.75	28,288.59
Bar Harbor										3,852.89	5,579.89	5,266.35	5,207.22	5,005.27	4,881.04	4,800.05	4,800.09	4,990.71	4,871.02	4,857.86	4,880.07	5,119.09	5172.21	5,251.92
Blue Hill/Surry	2,942.73	2,879.43	2,984.20	3,075.16	3,063.49	3,145.73	3,128.09	3,351.46	3,579.06	3,863.92	3,968.38	4,064.04	4,256.18	4,235.70	4,326.56	4,297.77	4,176.84	4,112.87	4,012.45	3,958.74	3,999.93	3,954.60	3,942.41	4,166.99
Boothbay RRDD	4,302.49	4,472.54	4,510.81	4,622.23	4,621.84	4,669.80	4,814.51	5,006.62	5,191.25	5,058.71	4,907.18	5,115.11	5,340.34	5,315.97	5,466.90	5,431.20	5,153.36	4,823.21	4,608.48	4,536.12	4,505.00	4,476.05	4476.53	4,534.26
Bradley	534.34	578.79	525.34	657.94	444.74	416.17	414.61	452.72	462.77	494.67	483.83	481.50	492.37	493.49	524.81	547.56	554.22	561.58	566.58	555.12	562.73	530.47	543.74	529.25
Brewer	7,975.30	7,634.45	7,898.05	8,187.81	8,034.87	8,237.09	8,898.08	8,800.43	8,925.53	8,077.89	6,684.72	8,055.75	8,134.82	7,259.84	7,375.26	6,922.28	7,013.94	7,452.67	7,097.39	6,782.15	5,254.26	5,142.90	5176.09	5,348.80
Brooks			63.55	257.75	236.14	227.91	251.14	285.39	249.43	225.39	190.78	193.22	231.72	340.61	412.77	466.77	443.51	447.50	408.50	375.50	364.00	375.19	485.76	482.71
Brownville	721.86	755.97	784.37	801.38	747.94	746.29	715.70	810.15	822.39	994.11	771.29	774.92	802.93	796.10	811.08	796.31	795.39	678.29	663.03	663.49	570.07	561.81	551.1	571.59
Bucksport	2,574.18	2,607.30	1,851.02	1,870.64	1,833.41	1,935.34	1,919.43	1,995.16	2,844.17	2,700.95	2,497.40	2,235.99	2,277.75	2,149.80	1,983.85	1,979.18	1,873.61	1,893.79	1,836.19	1,888.12	1,793.93	1,692.66	1551.28	1,474.05
Burnham	384.99	421.48	452.19	519.69	533.06	579.80	577.82	651.43	616.69	568.53	583.57	576.05	612.74	655.58	695.01	738.77	719.83	718.41	695.04	660.13	647.89	625.05	619.55	637.90
Carmel	925.87	983.96	1,037.97	1,033.64	1,011.97	1,030.87	1,034.58	1,070.84	1,085.99	1,076.85	1,057.14	1,055.74	1,128.84	1,111.24	1,138.58	1,188.53	1,229.52	1,205.84	1,214.89	1,200.51	1,275.27	1,230.11	1156.78	1,151.87
Central Penobscot				1,511.87	1,513.10	1,501.43	1,360.48	1,641.51	1,503.12	1,574.30	1,587.39	2,060.26	2,295.38	2,315.41	2,547.49	2,692.03	2,792.10	2,892.26	2,917.31	2,697.93	2,680.20	2,582.32	2479.63	2,508.93
China		128.16	1,709.44	1,860.53	1,733.41	1,808.18	1,677.08	2,049.76	2,211.74	2,109.94	1,981.02	2,030.51	2,072.14	2,094.08	2,152.96	2,109.87	1,984.81	1,866.33	1,760.99	1,705.95	1,620.59	1,334.38	1404.48	1,333.83
Clifton	286.91	269.22	272.75	273.75	295.17	259.08	277.28	313.81	311.30	319.25	333.62	367.09	387.56	407.56	445.56	432.68	428.78	432.95	455.94	543.18	544.90	489.04	458.37	458.76
Clinton	2,261.47	2,293.66	2,882.59	3,057.11	2,617.24	2,876.82	2,652.18	3,099.46	2,559.05	2,530.88	2,712.12	2,553.17	2,670.87	2,386.08	2,413.53	2,370.36	2,400.46	2,354.46	2,168.06	2,404.31	2,415.62	2,286.65	2409.61	2,373.90
Dedham	400.30	381.10	364.79	380.20	414.05	408.00	391.47	446.68	445.11	470.19	457.70	480.97	498.17	510.32	482.54	428.25	416.68	424.55	415.28	412.42	406.35	386.90	380.5	375.51
Dover-Foxcroft	2,121.87	1,638.99	1,617.20	1,579.01	1,529.84	1,560.05	1,775.99	1,864.94	2,007.81	1,977.78	1,973.92	2,148.79	2,293.59	2,402.35	2,498.20	2,572.83	2,525.99	2,459.84	2,400.36	2,359.21	2,255.22	2,229.44	2272.44	2,370.14
Eddington	849.86	794.10	854.44	913.61	885.48	888.05	830.69	938.32	959.03	913.41	840.98	939.87	970.68	980.32	988.12	1,042.65	942.33	988.59	1,028.29	982.36	985.54	973.03	908.6	900.99
Enfield	680.45	721.78	725.00	714.38	685.41	772.20	760.54	813.36	829.68	791.72	857.47	850.90	867.81	856.19	864.85	853.41	800.41	830.14	811.74	823.33	821.46	789.72	777.16	832.28
Fairfield									477.00	2,640.68	2,627.45	3,924.76	3,404.01	3,279.64	4,448.13	4,703.27	4,032.17	4,106.59	4,625.80	4,509.15	3,872.82	5,178.03	5258.78	4,289.52
Glenburn	1,449.30	1,566.21	1,672.03	1,561.89	1,545.87	1,659.91	1,596.02	1,769.67	1,794.03	1,766.75	1,765.26	1,858.03	2,014.56	2,013.72	2,100.71	2,204.89	2,372.91	2,378.42	2,318.66	2,300.44	2,630.91	2,593.50	2577.95	2,573.36
Gouldsboro			629.02	809.15	751.70	807.51	809.91	822.14	861.15	853.85	813.39	870.03	959.99	968.69	968.46	979.58	984.87	968.81	702.32	589.05	462.95	456.01	450.66	455.21
Greenbush	512.76	494.66	502.39	554.12	509.64	516.84	511.00	572.54	595.62	587.56	558.40	591.88	638.90	660.69	687.74	675.41	665.83	627.97	619.55	642.07	639.02	633.00	622.51	627.68
Guilford	1,425.09	1,432.69	1,417.68	1,554.27	1,428.14	1,505.90	1,565.80	1,522.86	1,470.73	1,375.46	1,351.94	1,310.80	1,278.71	1,348.52	1,257.30	1,297.24	1,273.07	1,348.78	1,284.40	1,278.07	1,272.82	1,257.23	1258.04	1,280.09
Hampden	2,905.63	2,979.21	3,043.37	3,310.08	3,178.56	3,373.49	3,527.27	3,521.43	3,556.46	3,339.50	3,030.31	3,522.37	3,914.72	3,787.54	3,806.18	3,720.12	3,660.65	3,579.53	3,456.68	3,445.08	3,319.60	3,255.57	3525.18	3,514.91
Hancock	934.77	916.76	986.29	982.61	1,027.87	907.52	533.30	580.51	610.63	605.20	619.78	670.95	725.31	712.05	616.86	520.67	487.57	482.44	464.21	465.73	446.51	412.44	402.28	380.52
Hermon	2,436.99	2,428.23	2,693.74	2,885.82	2,865.31	2,518.67	2,515.26	2,985.11	2,969.37	2,744.85	2,689.97	3,109.32	3,502.58	3,552.58	3,608.16	3,735.79	3,764.80	3,847.26	3,639.01	3,669.66	3,724.16	3,637.65	3522.84	3,632.35
Holden	1,240.41	1,376.12	1,426.70	1,112.13	968.85	996.85	900.45	986.57	947.59	835.18	617.45	851.32	993.53	1,036.31	1,045.92	1,168.96	1,075.38	942.19	835.19	908.36	896.61	979.73	1001.59	1,044.15
Jackson			27.21	109.80	101.25	97.73	107.60	122.37	106.96	96.59	79.52	75.29	102.00	224.45	197.13	165.16	188.17	181.04	192.54	193.48	204.46	197.58	215.45	203.77
Lamoine			171.90	462.44	465.40	506.78	522.10	557.72	575.29	573.70	645.78	646.53	731.18	757.54	586.68	609.54	609.02	599.59	619.78	588.85	617.17	579.13	591.96	559.02
Lee	296.52	345.15	357.53	403.37	400.54	438.15	418.40	493.51	487.37	434.29	406.35	361.84	389.90	386.93	387.73	396.39	386.32	393.46	397.42	386.82	410.17	465.39	491.45	483.64
Levant	675.34	694.85	678.51	760.29	754.84	822.24	832.07	814.38	844.89	851.60	897.55	890.01	922.08	942.66	943.06	972.25	982.09	974.26	1,001.37	1,020.05	1,048.37	1,059.02	1059.75	1,060.38
Lincoln			3,959.01	4,185.18	3,905.37	4,265.57	4,251.16	4,638.09	4,431.65	3,888.62	3,626.45	3,837.73	3,887.37	3,777.53	3,920.49	3,894.75	3,910.49	4,148.41	3,839.92	3,721.03	3,658.95	3,429.55	3319.45	3,392.41
Lucerne	155.87	160.05	187.80	198.87	210.02	208.06	215.28	236.92	231.00	240.39	246.45	258.99	268.25	274.78	297.45	350.39								

Municipal Review Committee, Inc.																								
MSW Delivered to PERC by Charter Municipalities, 1991 to 2014																								
Equity Charter Municipalities																								
Charter Municipality	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Midcoast SWD	6,049.68	6,092.29	6,658.44	7,166.33	7,012.66	7,147.46	7,492.37	8,068.64	8,446.21	8,948.25	8,536.07	7,270.28	7,059.03	7,029.64	7,062.83	6,818.65	6,432.86	5,966.09	5,816.72	6,264.24	6,748.80	6,787.13	6,940.15	
Mid-Maine SWD	104.66	6,114.43	6,002.86	5,588.67	5,157.14	4,990.43	4,811.96	4,724.44	4,692.22	4,575.69	4,725.01	4,406.30	4,197.06	3,957.82	4,209.21	4,342.94	4,262.02	4,515.50	4,299.95	4,278.75	4,261.19	4,208.98	4,211.69	4,285.52
Millford	624.21	1,291.17	1,290.47	1,298.42	1,271.50	1,244.25	1,276.86	1,402.44	1,344.14	1,262.21	1,237.73	1,237.17	1,482.93	1,225.28	1,111.54	1,115.53	1,068.29	1,032.89	1,002.98	1,005.93	973.24	925.99	943.09	976.57
Millinocket			1,064.89	3,891.77	3,036.62	3,146.27	3,016.69	3,133.78	3,153.56	3,077.17	3,090.67	3,136.88	3,075.39	2,978.97	2,994.80	2,873.53	2,778.83	2,925.84	2,607.31	2,526.94	2,504.61	2,472.87	2,801.58	2,460.51
Milo	1,232.38	1,179.47	1,241.53	1,230.26	1,145.21	1,193.72	1,264.74	1,272.56	1,261.00	1,172.07	1,333.04	1,355.07	1,378.00	1,441.67	1,533.99	1,474.47	1,427.31	1,409.37	1,300.22	1,340.65	1,369.97	1,395.24	1,378.97	1,387.10
Monson					162.68	182.10	211.70	240.32	230.54	209.68	217.19	252.20	242.90	246.23	265.78	261.99	253.93	221.80	239.32	211.45	225.26	216.55	214.72	219.48
Mt. Desert/EMR	8,542.22	11,060.46	11,666.75	11,860.23	11,436.44	12,224.43	12,943.60	13,837.65	13,359.24	9,806.11	7,200.18	7,472.08	7,775.02	7,849.22	7,601.03	7,370.22	6,846.53	6,585.70	6,002.19	5,878.95	6,010.72	5,559.37	5,649.25	5,847.46
Newburg	557.50	589.80	585.85	636.91	625.35	669.12	584.72	577.99	600.12	544.61	536.72	567.94	573.48	589.72	570.93	692.55	727.53	751.70	746.08	741.69	847.70	881.19	970.45	862.14
Old Town	5,953.54	5,621.50	5,817.59	5,870.15	5,692.04	5,399.51	4,826.03	5,190.61	5,353.97	4,998.51	4,639.30	4,976.77	5,241.63	4,996.18	5,017.33	4,706.09	4,475.02	4,666.79	4,603.16	4,573.97	4,351.18	4,138.19	3,233.92	3,101.68
Orland	725.92	735.37	522.12	520.46	516.90	529.53	528.50	541.84	536.17	386.18	384.15	320.15	335.78	348.18	335.59	357.54	340.34	334.86	335.29	319.37	307.23	294.26	287.24	286.64
Orono	4,698.80	4,256.18	4,296.85	4,327.07	4,072.16	3,784.09	3,676.49	3,835.68	3,844.74	3,804.05	3,579.84	3,780.17	4,209.83	4,318.90	4,403.32	4,364.20	4,348.11	4,239.82	4,076.30	3,928.05	3,971.80	3,895.26	3,956.55	4,035.60
Otis		206.46	239.84	239.84	264.30	263.49	229.44	240.76	261.01	269.79	205.21	171.40	183.83	172.57	181.24	170.98	166.12	175.65	189.06	186.24	187.78	181.58	189.29	187.22
Palmyra	694.14	624.07	650.58	677.99	656.09	645.02	625.21	660.78	629.97	653.42	650.36	709.45	770.05	819.75	806.51	894.91	833.50	917.83	1,006.58	1,003.24	1,107.43	1,103.01	1,085.39	1,097.24
Parkman	173.06	170.24	202.22	185.89	114.39	113.54	120.16	145.53	162.97	156.18	170.10	199.66	223.23	247.72	244.31	248.44	227.11	207.58	208.56	201.46	198.18	193.05	205.63	211.10
Penobscot Co.			701.75	1,761.97	1,061.85	1,125.08	901.64	913.49	890.02	850.44	803.35	827.15	858.24	896.34	868.62	920.81	913.70	880.22	866.20	890.93	874.08	876.74	858.01	820.27
Pleasant River SWD					1,410.28	2,054.30	2,016.25	1,118.18	1,291.62	1,279.43	1,375.88	1,239.70	1,166.56	1,893.69	2,002.10	1,793.54	1,918.13	2,063.41	2,020.50	1,958.16	745.91	590.55	512.67	551.06
Plymouth	356.84	372.76	397.70	424.66	453.00	473.36	501.84	534.41	536.41	529.10	509.17	558.09	594.50	610.47	609.25	598.67	578.01	607.00	632.98	609.87	526.44	508.98	517.43	520.91
Reed Plt				36.60	102.82	102.52	95.27	100.40	92.91	90.84	86.44	91.42	88.95	102.74	95.08	103.19	92.36	103.77	100.61	102.85	97.78	90.62	88.73	93.36
Rockland	1,761.74	5,453.78	6,467.37	6,343.04	5,840.23	5,870.32	5,664.29	5,987.38	6,257.87	5,971.17	6,137.99	6,430.91	6,375.69	6,340.63	6,400.62	6,334.47	5,711.51	5,585.33	5,346.69	5,342.44	5,265.58	4,951.83	5,104.91	5,116.54
Sangerville			162.83	417.45	403.10	412.91	471.30	494.51	524.83	523.23	520.41	574.10	611.25	641.84	677.63	683.26	670.77	654.72	636.87	623.95	603.84	614.42	622.91	650.16
Searsport	1,684.65	2,260.85	2,409.19	2,088.32	1,291.48	1,375.89	1,303.07	1,448.51	1,389.04	1,191.05	1,170.92	1,108.09	1,214.15	1,219.80	995.24	974.34	866.12	857.56	652.59	523.57	791.65	918.73	901.01	1,056.94
Stetson	248.90	266.97	281.45	315.85	315.09	308.77	302.80	375.13	382.94	384.83	405.66	465.07	549.90	590.13	807.94	806.99	855.34	803.68	772.17	657.53	546.23	546.16	564.18	581.17
Steuben			373.94	436.97	430.96	466.78	440.82	511.60	540.40	531.36	552.26	583.34	636.31	660.12	679.04	644.93	671.29	633.40	600.14	582.23	580.53	555.89	583.94	652.56
Stonington		675.13	686.59	627.57	714.46	740.89	701.87	759.93	865.19	973.77	1,002.98	1,027.22	1,063.54	1,147.32	1,096.92	1,143.60	1,117.95	1,095.98	1,034.18	1,063.14	1,135.65	1,110.06	1,117.33	1,132.76
Thomaston Group	2,882.51	2,864.81	3,191.53	3,459.30	3,403.35	3,585.96	3,699.48	3,838.96	3,879.92	3,864.29	3,994.15	4,337.55	4,511.59	4,491.72	4,488.13	4,484.64	4,377.90	4,316.29	4,210.48	4,027.15	4,042.81	4,032.89	4,039.78	4,335.45
Thorndike	90.09	182.32	242.04	254.24	272.88	280.65	265.06	312.18	339.77	328.68	317.63	383.81	410.76	400.23	416.12	367.19	367.32	355.54	273.48	218.70	214.05	211.93	141.32	133.59
Troy	276.52	296.05	232.94	181.46	170.63	226.04	177.36	204.63	228.25	225.86	189.24	205.44	253.33	259.16	271.28	251.59	202.59	244.90	235.88	241.38	233.12	153.65	154.78	178.61
Union River SWD	305.19	344.30	375.19	356.30	339.84	321.98	320.37	341.33	339.07	330.82	343.63	385.47	389.47	417.74	413.80	431.41	425.13	422.99	411.93	409.80	406.93	385.31	400.09	351.81
Unity	703.56	613.99	640.80	725.80	609.68	684.08	609.28	671.93	677.26	757.69	831.72	984.21	1,089.09	1,000.06	1,176.84	1,162.90	931.75	866.81	874.90	876.75	880.32	922.04	963.67	994.55
Vassalboro	1,448.79	1,460.10	1,467.50	1,525.71	1,404.26	1,469.14	1,494.91	1,650.13	1,661.46	1,533.92	1,522.42	1,535.27	1,555.83	1,668.18	1,667.39	1,703.42	1,603.81	1,443.89	1,543.17	1,571.13	1,480.74	1,407.54	1,316.32	1,281.84
Veazie	769.96	664.84	803.84	692.42	765.17	747.58	793.87	851.64	817.25	720.33	619.28	758.59	891.85	831.56	845.68	830.02	807.99	741.67	722.99	686.88	704.93	673.37	600.29	640.53
Verona	283.48	297.25	268.54	258.84	273.60	273.88	280.44	296.60	295.04	301.71	301.85	297.18	328.61	339.57	338.77	353.19	338.92	335.27	310.66	312.00	312.00	306.28	311.33	
Waldoboro Group	2,803.32	2,532.93	2,513.25	2,556.92	2,587.35	2,753.44	2,801.87	2,984.26	3,050.97	3,130.39	3,126.81	3,397.95	3,565.74	3,668.80	3,753.53	3,830.08	3,511.31	3,121.37	3,090.24	3,183.44	3,322.05	3,327.16	3,295.93	3,211.82
Waterville etc.	26,370.87	24,286.38	27,952.72	28,783.68	23,366.29	25,147.50	27,625.39	17,007.27	10,472.21	6,891.47	9,889.37	14,318.18	12,420.05	10,662.22	10,480.49	9,877.74	10,241.17	9,837.39	9,391.59	8,534.89	8,867.80	8,357.92	8,352.7	7,692.42
Winslow	2,239.43		1,234.51				1,387.77	1,303.59	2,772.59	2,843.08	2,848.12	4,636.09	4,331.69	4,106.01	4,028.54	4,118.71	3,597.84	3,486.16	3,189.88	3,200.49	3,172.47	3,042.94	2,985.56	3,018.75
West Gardiner	1,108.16	1,303.62	1,085.75	1,165.54	1,055.48	1,152.82	1,081.09	1,224.01	1,276.63	1,299.02	1,381.43	1,470.89	1,520.21	1,478.30	1,177.07	1,071.26	1,030.21	887.24	888.63	885.29	853.48	827.51	804.84	831.53
Winthrop	3,266.26	3,222.14	3,101.90	3,043.30	2,957.19	3,052.29	3,053.71	3,013.14	2,981.58	2,870.40	2,938.64	2,898.50	3,046.48	3,090.05	3,217.75	3,185.73	3,119.04	2,897.87	2,729.74	2,646.90	2,596.29	2,780.23	2,856.59	2,832.19
Total Equity CMs	144,813.07	153,190.33	172,269.05	181,771.12	170,620.92	175,496.3																		

Municipal Review Committee, Inc.																									
MSW Delivered to PERC by Charter Municipalities, 1991 to 2014																									
Equity Charter Municipalities																									
Charter Municipality	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	
New Charter Municipalities																									
Charter Municipality	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	
Abbot											120.94	229.85	234.54	269.23	269.71	239.58	204.72	192.93	184.98	161.31	170.47	146.76	152.53	147.86	
Bancroft														25.01	23.14	25.11	22.48	25.23	24.52	24.81	23.80	21.88	21.56	22.72	
Belfast												757.51	1,006.62	1,028.74	1,033.52	1,004.12	1,005.92	980.26	974.98	1,033.36	987.93	821.38	742.91	743.41	
Bowerbank															8.88	36.09	35.37	34.52	33.59	32.78	31.84	32.72	33.41	34.21	
Castine														252.42	309.82	298.33	289.80	266.19	258.54	252.33	257.13	250.03	239.11	217.83	
Cherryfield										542.46	589.93	601.41	678.99	655.67	578.02	660.95	701.58	689.68	552.57	564.54	492.01	456.52	464.21	501.48	
Chester														450.48	461.65	461.37	443.72	454.69	413.68	405.11	422.83	417.24	387.12	439.25	
Cranberry Isles														102.38	125.60	86.91	65.13	54.43	44.75	54.21	56.02	49.88	56.95	56.24	
Dixmont												125.19	165.06	163.45	165.86	153.50	143.26	147.12	145.94	149.95	151.42	159.08	146.63	157.50	
Drew Plt														18.08	20.60	22.29	19.96	22.84	21.75	22.08	21.17	19.46	19.18	20.18	
East Millinocket														396.99	779.92	840.98	869.59	850.56	767.52	795.48	750.75	763.08	805.31	716.24	
Edinburg														22.70	49.68	49.04	44.21	46.92	46.80	48.06	49.68	41.33	39.11	63.23	
Etna												376.68	556.11	569.75	580.65	559.91	568.80	569.32	513.01	510.99	491.68	462.56	472.72	442.94	
Franklin											284.58	256.03	312.16	363.03	372.51	387.32	283.38	272.31	258.36	257.96	278.92	229.14	188.26	188.79	
Freedom														266.72	346.91	335.22	356.79	314.05	171.64	150.65	149.38	187.84	246.52	248.80	
Garland															215.43	252.45	244.09	268.95	255.95	262.03	249.37	223.95	224.27	202.06	
Harrington															345.22	447.64	424.87	439.77	435.68	431.50	417.49	415.54	408.07	442.85	
Haynesville														48.71	58.12	61.34	54.90	61.72	59.86	60.62	58.16	53.44	52.74	55.53	
Howland															248.06	316.60	319.97	340.57	336.23	350.20	317.69	325.07	311.20	278.91	263.93
Hudson															76.28	182.73	188.99	206.67	214.28	175.99	151.70	143.57	139.55	140.90	152.77
Kenduskeag											94.90	509.55	642.00	671.36	569.74	459.00	409.27	400.78	354.20	391.22	401.56	376.55	390.13	368.37	
Knox														322.73	415.80	422.84	411.10	396.41	334.33	363.41	460.02	431.69	479.08	451.09	
LaGrange															199.60	371.14	347.83	352.93	328.47	351.60	324.96	313.44	314.34	309.02	
Machias										637.45	851.68	949.36	1,094.84	875.74	767.23	827.63	1,423.81	2,083.70	2,043.68	2,125.44	2,139.30	2,031.90	2,009.86	1,990.46	
Macwahoc Plt														54.23	61.70	66.93	59.88	67.30	65.24	66.16	63.43	58.26	57.53	60.57	
Maxfield														28.22	53.56	49.76	47.45	45.54	42.78	43.10	47.39	46.80	44.21	48.53	
Medford													95.42	100.48	103.96	103.62	92.04	89.80	83.04	83.64	91.99	95.49	98.59	95.65	
Medway											323.10	775.97	810.90	797.61	802.40	772.55	727.58	752.68	688.87	739.57	720.68	727.34	692.68	746.52	
Milbridge										752.33	743.36	824.36	895.27	834.23	840.56	639.49	654.78	636.84	638.70	627.23	626.67	615.09	627.68	664.55	
Montville														26.79	140.02	84.43	103.07	92.33	103.26	104.61	111.21	177.91	200.48	135.25	
N.Katahdin											1,020.29	1,331.15	1,143.62	1,635.66	1,527.45	1,496.81	1,411.56	1,317.27	1,224.13	1,136.97	1,142.26	1,132.09	1,181.92	1,177.44	
Oakfield														167.13	200.20	155.36	171.69	159.07	207.00	227.30	222.00	288.40	329.17	332.85	
Passadumkeag														153.02	198.89	195.47	192.97	213.76	203.97	184.08	212.08	170.42	168.61	176.05	
Penobscot Town																	302.67	584.65	570.98	573.07	534.95	522.71	526.62	514.48	
Piscataquis Co.											39.65	197.11	199.09	198.34	204.85	173.28	156.90	151.48	129.99	116.48	142.97	287.22	336.03	381.44	
Searsmont											230.21	156.01	151.15	162.63	172.33	172.78	160.06	146.23	151.91	178.99	203.38	191.87	193.89	191.50	
Sebec															50.69	204.00	210.69	217.03	213.65	206.80	202.18	194.27	190.74	204.44	
Sherman											345.13	658.67	677.44	693.53	717.56	712.68	708.13	763.84	727.13	759.57	804.51	700.04	795.52	779.52	
Sorrento											41.46	71.78	67.81	71.77	71.23	75.15	71.01	61.46	60.92	61.83	59.98	58.43	63.87	66.06	
Springfield											93.30	191.77	199.38	204.35	221.55	230.58	182.39	129.02	232.48	168.33	191.72	138.39	136.48	163.96	
Stockton Springs											214.82	463.87	512.46	489.60	499.04	535.77	458.55	416.67	488.27	463.15	457.42	388.89	378.33	436.54	
Sullivan										90.24	143.63	147.88	146.03	151.97	162.85	164.40	151.09	126.45	116.17	114.90	112.59	108.11	113.58	124.65	
Swans Island														124.00	191.38	180.87	169.22	164.09	153.92	154.77	147.35	132.45	139.49	132.54	
TCSWMO											1,440.68	1,514.54	1,556.87	1,662.43	1,734.52	1,718.56	1,646.38	1,549.33	1,450.00	1,472.84	1,387.43	1,928.27	1,821.22	1,828.46	
Winn															164.00	246.58	217.29	231.37	231.35	209.35	231.99	219.37	232.32	205.03	198.36
Winter Harbor										58.79	92.68	94.73	95.56	100.46	100.35	105.88	99.28	115.65	142.18	148.30	139.94	136.32	149.04	154.15	
Wiscasset										2,686.80	2,763.36	2,810.11	2,761.44	2,471.67	2,295.14	2,325.92	2,203.62	1,963.28	1,993.59	1,996.61	1,965.00	1,739.71	1,731.61	1,744.32	
Total										4,768.07	9,681.76	13,600.41	15,002.33	17,953.30	19,130.34	18,957.70	19,063.18	19,439.70	18,604.56	18,723.07	18,620.10	18,359.34	18,483.30	18,594.59	
Overall total	144,813.07	153,190.33	172,269.05	181,771.12	170,620.92	175,496.38	179,327.61	177,555.14	174,336.87	174,921.43	177,158.10	195,934.32	201,579.86	201,778.07	206,889.48	206,023.34	200,097.08	197,677.13	190,015.37	186,856.86	183,274.08	180,455.62	179,176.75	179,492.63	

4) OTHER CONTRACTS AND LEGAL AGREEMENTS

Master Waste Supply Agreement: Summary of Terms and Conditions
Prepared by the Municipal Review Committee, Inc., January 2016

The Master Waste Supply Agreement between the MRC and Fiberight sets forth system-wide delivery issues and obligations, defines the calculations of tip fees and rebates, discusses contingency events, and addresses MRC responsibilities in its oversight of Fiberight while protecting and insulating the towns from risks. The Master Waste Supply Agreement would be signed by the MRC, but would not be signed by the individual Joining Members; however, the terms and provisions of the Master Waste Supply Agreement are linked to and referenced by certain terms of the Joinder Agreement. Key terms and conditions of the Master Waste Supply Agreement can be summarized as follows:

- Initial term: 15 years with five 5-year extensions at option of Fiberight, provided that MRC can terminate if sufficient Joining Members do not extend their Joinder Agreements.
- MRC obligations: Assure delivery of not less than 150,000 tons per year of Acceptable Waste from Joining Members and others.
- Fiberight obligations: Accept and process incoming Acceptable Waste. Recover materials, produce products, and sell recovered materials and products. Deliver to the Crossroads Landfill all residual materials and any bypass MSW that cannot be accepted for processing at the facility.
- Initial tip fee: \$70 per ton escalating once per year with CPI.
- Rebates: paid by Fiberight to the MRC per a formula for sharing revenue above stated thresholds for annual tip fee revenues and annual product revenues.
- Shortfall penalties. Could be assessed against the MRC, but never directly against Joining Members. MRC will maintain cash reserves to insulate Joining Members from risk of future assessments.

<i>Section</i>	<i>Description</i>
Parties	Signed by the MRC and Fiberight, LLC
1.0 Term	Initial term is 15 year from the start of commercial operations Fiberight can extend the Agreement three times for 5 years each with 18 months' notice before the end of any term Even if Fiberight wants to extend, MRC can terminate on 9 months' notice if sufficient Joining Members have not extended such that the Estimated Delivery Amount would fall below 150,000 tons per year. Termination is per provisions of the Site Lease
2.0 Definitions	Acceptable Waste and Unacceptable Waste are defined in Exhibit A. Key terms include Change in Law and Force Majeure.
3.0 Waste Delivery	MRC will get commitments to deliver at least 150,000 tons per year from Joining Members signing Joinder Agreements The MRC will help find MSW during facility start-up, but cannot divert MSW from PERC while those agreements are in effect

	<p>The MRC is obligated to have 150,000 tons per year delivered, and the MRC (not the Joining Members) is liable for delivery sufficiency payments if there are delivery shortfalls below the 150,000 tons per year. Shortfall payments would be paid by (i) Joining Members that diverted MSW to other disposal facilities in violation of the Joinder Agreements; (ii) reserve funds managed by the MRC; and (iii) as a last resort, pro rata assessments against all Joining Members. Such assessments are required as security to enable the project to be financeable.</p>
4.0 Waste Acceptance and Processing	<p>Fiberight will accept MSW and operate in accordance with performance Standards.</p> <p>The MRC and Joining Members will ensure compliance with delivery procedures.</p> <p>Joining Members and their haulers will indemnify the MRC and Fiberight for costs resulting from deliveries of Unacceptable Waste.</p> <p>Fiberight can bring in other MSW from Maine, but Joining Members have priority access to available capacity at the Facility. Fiberight cannot bring in out-of-state MSW.</p> <p>After the Commercial Operations Date, Fiberight can bypass MSW that it cannot accept to the Crossroads Landfill. Fiberight gets the usual tip fee and pays for transportation and disposal of bypassed MSW.</p> <p>Before the Commercial Operations Date, if after April 1, 2018, Fiberight can bypass MSW to the Crossroads landfill. Fiberight does not get tip fees and the Joining Members are responsible for tip fees and transportation to the Crossroads Landfill. Fiberight must accept and process, or accept and transfer, what it can.</p> <p>Fiberight will send residuals to the Crossroads Landfill.</p>
5.0 Tip Fees and Rebates	<p>The initial tip fee will be \$70 per ton, escalating with increases in CPI-U. Joining Members will be invoiced weekly and will pay in 30 days</p> <p>The MRC will manage calculation and payment of rebates per the formula in Exhibit F. Exhibit F contains a procedure for revising the parameters of the rebate calculation.</p>
6.0 Indemnification	Mutual
7.0 Confidentiality	To the extent reasonable and subject to usual terms on disclosure.
8.0 Assignment	<p>Company needs MRC consent</p> <p>Fiberight itself must be involved through commercial operation and assignment is not allowed unless a qualified successor is offered and approved by the MRC</p>
9.0 Representations and Warranties	Standard
10.0 Defaults and terminations	<p>Limited</p> <p>Agreement terminates unless commercial operation is reached by January 1, 2020, as extended by any Excused Delay Period or mutual agreement of the MRC and Fiberight,</p>
11.0 Terminations	By mutual agreement only prior to the Financial Close

	Thereafter only after an Event of Default
12.0 Investor Rights	If Fiberight does not fulfill its obligations, its investors can step in to fulfill those obligations. The MRC must notify the investors of Fiberight defaults.
13.0 Force Majeure	MRC and Company will work together to monitor Changes in Law Obligations can be suspended for a Force Majeure Event if outside the reasonable control of either party per the definition The affected party will develop a Force Majeure Plan regarding impacts on obligations and costs for approval by the other If the Plan is (ultimately) accepted, it goes into effect If rejected, and agreement cannot be reached, or if the Force Majeure Event cannot be cured, then either party can terminate Termination scenarios are per provisions of the Site Lease
14.0 Other	Standard provisions Disputes can be resolved by arbitration.
Signatures	MRC and Fiberight
Exhibit A	Definition of Acceptable Waste - -matches that of PERC, with more detail on Unacceptable Wastes (Hazardous, Flammable, Infectious and Biological Waste)
Exhibit B	Delivery Sufficiency Payments. Payments are based on the tip fee marked up by 25 percent to account for lost net revenues, but cannot provide Fiberight returns in excess of expectations as of the time of financial close.
Exhibit C	Form of Joinder Agreement
Exhibit D	Form of Site Lease
Exhibit E	Delivery Requirements. Haulers will be required to obey rules related to scheduling, designated routes, community requirements, identification and insurance. Haulers that do not comply after warnings can be banned from the facility.
Exhibit F	Rebate Calculation. Rebates depend on shares of tip fees and product revenues above pre-set levels. Rebates will be paid quarterly and reconciled annually. Amounts owed by the MRC to the Company can be offset against rebate payments. Rebate parameters can be updated to account for excess offset amounts or for shortfalls in expected amounts rebated to the MRC or returned to the Company.

MASTER WASTE SUPPLY AGREEMENT

This Agreement is made and entered into effective as of January 1, 2016 (the "Effective Date") by and between the Municipal Review Committee, Inc., a Maine nonprofit corporation with offices at 395 State Street, Ellsworth, Maine 04605 (the "MRC") and Fiberight, LLC ("Fiberight", or, together with its successors or assigns, the "Company"), a Delaware limited liability company with offices at 1450 South Rolling Road, Baltimore, Maryland 21227.

WHEREAS, the MRC is an association organized as a Maine nonprofit corporation with a membership as of the Effective Date comprised of 133 Maine municipalities and public entities representing 187 Maine municipalities; and

WHEREAS, the mission of the MRC is to ensure the continuing availability to its members of affordable long-term, reliable, safe and environmentally sound methods of solid waste disposal at a stable and reasonable cost; and

WHEREAS, as of the Effective Date, the Charter Municipalities deliver municipal solid waste ("MSW") to the refused-derived fuel facility (the "PERC Plant") owned by the Penobscot Energy Recovery Company, L.P. (the "PERC Partnership") in Orrington, Maine, pursuant to waste disposal agreements that are scheduled to terminate on March 31, 2018 (the "Existing PERC Agreements"); and

WHEREAS, in furtherance of its mission, the MRC is charged with making arrangements for accepting and managing MSW from the Charter Municipalities, and from other interested Maine municipalities and public and quasi-public entities, to be effective beginning on or about April 1, 2018, in order to provide waste disposal arrangements for its membership upon expiration of the existing waste disposal agreements with the PERC Partnership; and

WHEREAS, Fiberight has developed a technology for processing MSW into various marketable products, and has expressed interest in developing a facility utilizing such technology in Maine; and

WHEREAS, the MRC and Fiberight have entered into a development agreement dated as of February 4, 2015 (the "Development Agreement"), pursuant to which (i) Fiberight proposes to develop, construct, maintain and operate a waste processing facility (the "Facility"); (ii) the MRC proposes to arrange for the supply, principally from its membership, of not less than 150,000 tons per year of MSW to the Facility; and (iii) Fiberight and the MRC have agreed on the basic business terms for the development of the Facility; and

WHEREAS, the MRC has acquired an option (the "Site Option") to purchase property in Hampden, Maine (the "Project Site"), which would be appropriate for the development of the Facility.

WHEREAS, pursuant to the Development Agreement, the MRC and Fiberight have

negotiated a long-term lease (the "Site Lease") of a project site located off Cold Brook Road in Hampden, Maine (the "Project Site") for use by Fiberight to develop, construct, maintain and operate the Facility, and the MRC has granted to Fiberight an option (the "Lease Option") to lease the Site on the terms set forth in the Site Lease following exercise of the Site Option by the MRC; and

WHEREAS, the MRC and the Company seek to establish a common set of terms and conditions pursuant to which Charter Municipalities, and other interested Maine municipalities and public and quasi-public entities (collectively, the "Joining Members") can make long-term commitments for delivery of MSW to the Facility, which commitments would be established through execution of Joinder Agreements between the MRC and each such municipality or other entity;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, it is hereby agreed to as follows:

1. TERM OF THE AGREEMENT

1.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue through the later of April 1, 2033, or the fifteenth (15th) anniversary of the Commercial Operation Date (the "**Initial Term**") unless terminated in accordance with the terms of this Agreement. Subject to the limitations in Section 1.2 below, the Company shall have the right to extend this Agreement for up to five (5) consecutive periods of five (5) years each (each an "**Extension Term**," and together with the Initial Term, the "**Term**") by written notice to the MRC exercising such right, which notice shall be given by the Company no later than eighteen (18) months prior to the expiration of the then current Term. Upon timely exercise of each right to extend, the Term shall be automatically extended, subject to the provisions of Section 1.2 hereof and provided that there is no then existing Event of Default on the part of the Company under this Agreement at either the time of the Company's exercise of its right to extend the Term or the commencement of the applicable Extension Term.

1.2 Right to Terminate. Notwithstanding receipt of a notice from Company exercising a right to an Extension Term, the MRC shall have the right at the end of the Initial Term or any applicable Extension Term, to terminate this Agreement by written notice to the Company, which notice shall be given not later than nine (9) months prior to the expiration of the then current Term. Such notice of termination shall not be valid unless the MRC has simultaneously provided to the Company a valid notice to terminate the Site Lease pursuant to Section 3.0 of the Site Lease.

2. DEFINITIONS

Capitalized terms when used herein shall have the meanings set forth below:

"Acceptable Waste" shall have the definition set forth in **Exhibit A**.

"Back-up Facility" means the Crossroads Landfill located in Norridgewock, Maine, or any successor facility so designated by the parties hereunder as the permitted disposal facility that has been designated for acceptance and management of Residuals, Bridge Capacity Waste and Bypass Waste under any applicable agreement be.

"Bridge Capacity Waste" shall have the meaning set forth in Section 4.6.

"Bypass Waste" shall mean Acceptable Waste available from Joining Members for delivery to the Facility after the Commercial Operation Date that is instead bypassed to the Back-up Facility and not accepted or not processed at the Facility .

"Change in Law" shall mean any of the following: (a) the adoption, modification, promulgation or binding interpretation after the Effective Date, inconsistent with and more stringent than what was in effect as of the date of the Financial Close, of any federal, state or local statute, regulation or ordinance relating to the Facility or the Project Site; (b) the imposition of any material new condition or requirement in connection with the issuance, renewal, or modification of any official permit, license or approval relating to the Facility or the Project Site after the date of the Financial Close that is inconsistent with and more stringent than what was in effect on the Effective Date or with what had been agreed to in any application of the Company or the MRC for official permits, licenses or approvals that was pending as of the date of the Financial Close; (c) a condemnation or taking by eminent domain having a material adverse effect on the Property or the Facility; or (d) an order or judgment of any federal, state or local court, administrative agency or governmental body relating to the Facility or the Project Site that is inconsistent with the law or legal requirement in effect as of the date of the Financial Close; provided that changes in federal or state tax laws or tax credits or incentives shall not be construed as changes in law.

"Charter Municipalities" shall mean the members of the MRC currently delivering MSW to the PERC Plant pursuant to the Existing PERC Agreements.

"Commercial Operation Date" shall mean the later of (i) date on which the Performance Test was completed and accepted; and (ii) April 1, 2018 .

"Company" shall have the meaning set forth in the recitals hereof.

"Confidential Information" shall mean any data or information, design, process, procedure, formula, business method or improvement that is valuable to the holder thereof and which is not generally known to its competitors or to the public including, but not limited to, financial and marketing information, and specialized information and technology developed or acquired by such party, but specifically excluding any information that (i) becomes known to the general public without fault or breach on the part of the receiving party; (ii) the holder customarily provides to others without restriction on disclosure; or (iii) the receiving party obtains from a third party without breach of any nondisclosure obligation and without restriction on further disclosure.

"Construction Access Date" shall mean the date by which sufficient progress has been made in construction of the access road such that the Company's construction vehicles and equipment have reasonable access to the Project Site.

"Contract Year" shall mean, (i) in the case of the first Contract Year, the period measured from the Commercial Operation Date until the end of the calendar year; (ii) in the case of the year in which this Agreement terminates, the period measured from the first day of the calendar year until the effective date of termination; and (iii) in each other case, the calendar year.

"CPI" shall mean the Consumer Price Index for All Urban Consumers: U.S. City Average, all-items index, as most recently published by the United States Bureau of Labor Statistics as of January 1 of each calendar year.

"Delivery Sufficiency Notice" shall mean a notice pursuant to Section 4.7 from the Company to the MRC.

"Delivery Sufficiency Payment" shall have the meaning set forth in **Exhibit B**.

"Delivery Commitment" shall mean, for each Contract Year, an aggregate amount of not less than 150,000 tons of MSW delivered to the Facility from the Joining Members as a group. The Delivery Commitment shall be proportionately reduced for any partial Contract Year.

"Development Agreement" shall mean the Development Agreement between the Company and the MRC dated February 4, 2015, as it may be amended from time to time.

"Effective Date" shall have the meaning given to such term in the recitals of this Agreement.

"Equity Charter Municipalities" shall mean those charter municipalities having the status of Equity Charter Municipalities under the Existing PERC Agreements.

"Event of Default" shall have the meaning set forth in Article 10.

"Excused Delay Period" shall mean the period of delay, if any, in achieving the Commercial Operation Date beyond April 1, 2018 attributable to delays not under the control of the Company, including but not limited to, delays in the Construction Access Date and the Infrastructure Completion Date, or delays in the supply of Acceptable Waste for the Performance Test, but excluding performance of subcontractors and equipment suppliers not deemed due to Force Majeure. **"Existing PERC Agreements"** shall have the meaning set forth in the recitals hereto.

"Extension Term" shall have the meaning ascribed to it in Section 3.

"Facility" shall mean the waste processing facility to be designed, developed, constructed and operated by the Company on the Site utilizing proprietary technology for reusing, recycling and processing MSW into various marketable products, including an accurate weighing mechanism for purposes of determining the Tipping Fee.

“Facility Permits” shall mean permits, approvals, licenses and directives applicable to the Facility issued by federal, state or local government authorities pursuant to applicable law, rule or regulation.

“Fiberight” shall have the meaning set forth in the recitals to this Agreement.

“Financial Close” shall mean the closing and/or arrangement of final terms of access granting to the Company construction financing sufficient to authorize commencement by the Company of construction of the Facility.

“Force Majeure” shall mean any unforeseeable act, event or condition, not in effect as of the Effective Date, that has had, or may reasonably expected to have, a material adverse impact on the rights or the obligations of either party under this Agreement; or a material adverse effect on the Facility, the Property or the Infrastructure or on the construction, ownership, possession or operation of the Facility, the Property or the Infrastructure, provided that such act, event or condition (a) is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement; (b) is not the result of willful or negligent action, inaction or fault of the party relying thereon; and (c) which, by the exercise of reasonable diligence, such party is unable to prevent or overcome.

Acts, events or conditions of Force Majeure shall include, without limitation; (i) acts of God, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, high-water washouts, and extraordinary storms (but excluding reasonably foreseeable weather conditions); (ii) a strike, work slowdown or similar industrial or labor action not exclusive to the Facility (iii) acts of the public enemy, wars, blockades, insurrections, riots, arrests and restraints by governments, civil disturbances, sabotage, and acts of terrorism or similar occurrences; (iv) catastrophic events such as explosions, breakage or accident to machinery or lines of pipe caused by the foregoing; (v) condemnation or taking by eminent domain of the Property or the Facility, in whole or in part, and (vi) a Change in Law. Force Majeure shall not include changes in market conditions for the supplies to or products of the Facility, and shall not include changes in the cost of the supplies, materials or labor needed to construct or operate the Facility, or that reduce the profitability of the Facility, unless specifically attributable to a specific Force Majeure event that affects the non-performing party as enumerated above.

“Force Majeure Plan” shall have the meaning set forth in Section 13 hereof.

“Hauler” shall mean any person or entity that delivers or is allowed to deliver Acceptable Waste to the Facility.

"Hours of Operation" shall mean 6:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday and 6:00 a.m. to 2:00 p.m. on Saturday, excluding Observed Holidays, or such other hours as may be mutually agreed upon by the Parties for acceptance of deliveries of Acceptable Waste. It is understood that the Facility shall be operated on a regular and continuous basis.

"Indemnified Party" shall have the meaning ascribed to it in Article 7 of this Agreement.

"Indemnifying Party" shall have the meaning ascribed to it in Article 7 of this Agreement.

"Infrastructure" shall mean an access road to the Project Site from Coldbrook Road, and water and sewer lines to be constructed to serve the Project Site.

"Infrastructure Completion Date" shall mean the date on which the MRC shall have completed installation of the Infrastructure such that its availability does not delay the Tenant's completion of construction and commencement of operation of the Facility.

"Investor" means any person or entity identified by the Company as holding an equity interest in the Company entitling such holder to an interest in profits of not less than 25%.

"Joinder Agreements" means agreements substantially in the form of **Exhibit C** between the MRC and Joining Members setting forth the terms and conditions under which Joining Members will supply Acceptable Waste to the Facility.

"Joining Member" shall mean a municipality or municipal or other entity that has entered into a Joinder Agreement with the MRC pursuant to which it is obligated to deliver MSW to the Facility under this Agreement.

"Law" shall mean a federal, state or local statute, ordinance, regulation, rule or order issued by a governmental authority with jurisdiction over its subject matter.

"Lease Option" shall mean the option granting to the Company the option to enter into the Site Lease.

"MRC" shall mean the Municipal Review Committee, a Maine nonprofit corporation.

"MRC/Company Agreements" shall have the meaning ascribed to it in Article 13.

"MSW" shall mean municipal solid waste as defined in 38 M.R.S. §133-C(29) and in the Maine Solid Waste Management Rules Ch. 400.1. (NNNN) as promulgated by the Maine Department of Environmental Protection.

"Observed Holidays" shall mean New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

"Party" shall mean a party to this Agreement and

"Parties" shall mean the both parties to this Agreement.

"PERC Partnership" shall mean the Penobscot Energy Recovery Company Limited Partnership, a Maine limited partnership which owns and operates the PERC Plant.

"PERC Plant" shall mean the waste-to-energy plant in Orrington, Maine owned by the PERC Partnership with which the Charter Municipalities have contracted to dispose of their MSW through March 31, 2018 pursuant to the Existing PERC Agreements.

"Performance Standards" shall mean specific levels of performance that must be exceeded for the Facility to be considered as having passed the Performance Test.

"Performance Test" shall mean a test to be conducted in accordance with agreed protocols verifying (i) the capability of the Facility to accept and process a minimum of 650 tons per day of Acceptable Waste on an ongoing basis over a period of three consecutive days while operating in substantial compliance with all Facility Permits and without creating nuisance conditions, and without extraordinary outside support or staffing in excess of expected levels of staffing for the Facility; and (ii) the capability to produce commercially saleable byproducts, or product precursors thereof, as appropriate, on a continuous and sustainable basis, with acceptable content of metals, plastics, COD and unconverted sugars in residual solid or liquid form, as applicable, within stated parameters, all as specified in detail in Section 7.4 of the Site Lease.

"Project Site" means the site upon which the Facility is to be constructed and operated as more particularly described in the Site Lease.

"Residuals" shall mean [solid] materials that are byproducts of the processing of Acceptable Waste such as rock, certain plastics, textiles, rubber, and other materials that cannot be incorporated into products recovered at the Facility for sale.

"Residuals Agreement" means the Waste Disposal Agreement for disposal of Residuals, Bridge Waste and Bypass Waste between the MRC and Waste management Disposal Services of Maine, Inc. dba Crossroads Landfill, dated August 24, 2015, as amended, and its successors.

"Single Stream Recycling" shall mean residential or business segregated recyclable materials that are mixed together by a household or business and that are collected and delivered to the Facility for recycling purposes.

"Site Lease" shall mean a lease of the Project Site from the MRC to the Company, which is anticipated to be executed after the Effective Date and to be on substantially the terms set forth in **Exhibit D**.

"Site Option" means the option held by the MRC to acquire the Project Site.

"Term" shall have the meaning given to such term in Article 1 of this Agreement.

"Tipping Fee" shall mean the fee as set forth in Article V paid to the Company for accepting MSW delivered to the Facility.

"Unacceptable Waste" shall have the meaning set forth in **Exhibit A**.

3. WASTE DELIVERY

3.1 Delivery Commitments in Advance of Construction. The MRC shall secure commitments from Joining Members to deliver to the Facility, in the aggregate, not less than 150,000 tons of Acceptable Waste per year during the term of this Agreement, which amount shall be reduced proportionately for any partial year as provided in Section 14.17, each such commitment to be evidenced by a Joinder Agreement substantially in the form of **Exhibit C** with the final form to be approved by the MRC and the appropriate legislative body of the Joining Member.

Each such Joinder Agreement shall include:

(i) a commitment to deliver to the Facility starting on the Commercial Operation Date through the Term of this Agreement, on an exclusive basis, all Acceptable Waste generated within the borders of and under the control of the Joining Member;

(ii) an acknowledgement that, subject to subparagraph (iv) below, nothing in this Agreement shall be construed to limit the right of each Joining Member to institute flow control or implement other measures to the extent that, in its good faith opinion, such measures would constitute a violation of Law; and (ii) each Joining Member shall have the right to establish, continue, expand or discontinue, at its sole option, existing or future programs intended to encourage reduction, reuse or recycling of MSW generated within its borders, subject to the requirements of Section 3.4 of the Joinder Agreements.

(iii) a covenant that the Joining Member shall not alter the scope of its responsibility for collection, transfer and transportation of MSW originating within its borders as of the Effective Date without providing notice to the MRC, and provided that such proposed change in scope would result in a material reduction in the quantity of Acceptable Waste being delivered to the Facility by all Joining Members in the aggregate or constitute a violation by the Joining Member of its obligation to deliver Acceptable Waste generated within its borders exclusively to the Facility;

(iv) a covenant that, after the effective date of the Joinder Agreement, the Joining Member will not, without the prior consent of Fibrigh, initiate new programs, or significantly and materially expand existing programs, to divert organic components from MSW generated within its borders that otherwise would have been delivered to the Facility, for management through other facilities or programs for management of the organic components of MSW, provided that this covenant will not be construed to limit the right of any Joining Member to continue to operate existing programs substantially as operated as of the Effective Date or to

institute "pay as you throw" or similar waste reduction programs in its discretion so long as all MSW generated within its borders and under its control continues to be delivered to the Facility;

(v) an annual estimate, expressed in tons per year, of expected annual deliveries of Acceptable Waste to be made by the Joining Member to the MRC, such estimate to be based on past MSW deliveries to the PERC Plant and other solid waste disposal facilities, reasonably adjusted for forecasted changes in MSW generation (net of anticipated waste reduction and continued recycling efforts), delivery patterns, diversion, and management through methods not under the control of the Joining Member;

(vi) explicit acknowledgement of the authority of the MRC to enforce the obligations and covenants set forth in the Joinder Agreement;

(vii) explicit delegation to the MRC of authority to represent the Joining Member's interest in the Master Waste Supply Agreement and the Site Lease, including review and acceptance of tip fees, rebates, and administration of the receipt, reserving, application and distribution of rebates as permitted under the MRC Bylaws and by Law and acknowledgement that it will otherwise be bound by the MRC Bylaws.

3.2 Procurement of Delivery Commitments. The MRC will use reasonable commercial efforts (i) to obtain Joinder Agreements from municipalities and other municipal entities representing an aggregate commitment to deliver not less than 150,000 tons per year of Acceptable Waste, which amount shall be reduced proportionately for any partial year as provided in Section 14.17, commencing on the Commercial Operation Date and continuing each year thereafter; and (ii) to continue to encourage Maine municipalities and municipal entities to become Joining Members by executing Joinder Agreements until May 1, 2016 or such later date as the MRC and the Company may mutually agree upon in writing or, if sooner, until such date as the Company provides notice to the MRC either that it has been unsuccessful in securing financing sufficient to develop the Project and has abandoned efforts to do so, or alternatively, that the MRC has secured the maximum quantity of Acceptable Waste which the Company projects it will be able to accept at the Facility once it becomes operational.

3.3 Commitment to Development of Project. Although it is the objective of the MRC to ultimately enter into Joinder Agreements with Joining Members sufficient in the aggregate to assure delivery to the Facility on an annual basis a minimum of 150,000 tons of Acceptable Waste, the parties acknowledge that such commitments may not be secured by the commencement of construction of the Facility. If the MRC does not achieve the aggregate delivery minimum of 150,000 tons by the summer of 2016, the Company and the MRC will continue exerting commercially reasonable efforts to develop the Facility until such time as the

Project either is completed or abandoned in accordance with the terms of the Development Agreement.

3.4 Delivery Commitments Prior to Commercial Operation Date. The MRC acknowledges that, prior to the Commercial Operation Date, and potentially prior to termination of the Existing PERC Agreements, the Company will need limited supplies of MSW in various quantities during the start-up of the Facility for purposes of testing equipment and operational procedures. The MRC agrees to support the Company's efforts to obtain MSW for such purposes from public and private sources, provided that:

i) the MRC will not be required to divert or otherwise interfere with deliveries of MSW from Charter Municipalities to the PERC Plant under the Existing PERC Agreements for as long as such agreements remain in effect (but not after March 31, 2018) and the PERC Plant is accepting such deliveries; and

(ii) the MRC will not be required to utilize or disclose information obtained from the PERC Partnership or otherwise regarding commercial sources of MSW to the extent that such information is protected by existing enforceable confidentiality agreements or is not otherwise public information.

3.5 Delivery Commitments After the Commercial Operation Date.

(i) Commencing on the Commercial Operation Date and continuing for so long as this Agreement remains in effect, the MRC will cause the Joining Members to deliver MSW to the Facility in a minimum aggregate amount of not less than 150,000 tons per Contract Year, which amount shall be reduced proportionately for any partial year (the "Delivery Commitment"). The MRC and the Company agree to cooperate in monitoring deliveries of MSW to the Facility by Joining Members and otherwise enforcing compliance with the Joinder Agreements.

(ii) Within ten (10) days after the end of each month subsequent to the Commercial Operation Date, the Company shall provide the MRC, in readable electronic form, data based on available scale records accurately reflecting total tons of MSW delivered to the Facility by each customer, including each Joining Member, for which deliveries are recorded in separate measurements. The Company and the MRC shall monitor the level of MSW deliveries to identify unforeseen changes in delivery patterns by Joining Members.

3.6 Additional MSW. To the extent that deliveries of MSW from Joining Members pursuant to this Agreement are insufficient to permit the Facility to operate at full capacity, the Company shall use reasonable commercial efforts to attract additional MSW that is economically

available from other sources (but originating within the State of Maine) to enable the Facility to operate at full capacity, whether capacity for such additional MSW is available due to diversion of MSW away from the Facility by Joinder Municipalities or for any other reason. MRC is obligated to support such efforts by the Company and to initiate and implement complementary efforts.

3.7 Determination of Achievement of Delivery Commitment. At the end of each Contract Year, the Company shall provide written notice to the MRC (a "Delivery Sufficiency Notice"), with supporting data, to indicate whether the Delivery Commitment for the immediately preceding Contract Year has been met. For purposes of determining whether the Delivery Commitment has been met, the Company shall, in addition to Acceptable Waste delivered by or on behalf of each Joining Member, include the following:

(i) MSW delivered to the Facility but not credited directly to the account of a Joining Member to the extent that such MSW was generated within the borders of the Joining Member but was delivered to the Facility under the account of one or more Haulers or other Company customers;

(ii) MSW delivered to the Facility that was obtained from sources other than Joining Members and was not generated within the borders of a Joining Member, with the credit for the tons so obtained to be adjusted by applying a ratio to the amount of such credit the numerator of which shall be the tip fee paid by such outside source and the denominator of which shall be the Tip Fee net of the Rebate applicable to MSW delivered by Joining Members during the applicable Contract Year;

(iii) Bypass Waste;

(iv) MSW that, in accordance with a program pre-approved by the Company, was documented as having been diverted by Joining Members and removed from the waste stream prior to delivery, and which, if delivered to the Facility, would have been extracted from the incoming waste stream as Residuals.

All Delivery Sufficiency Notices shall be delivered to the MRC and none shall be delivered by the Company directly to Joining Members.

3.8 Delivery Sufficiency Payments. The Company shall include in any Delivery Sufficiency Notice a calculation of the Delivery Sufficiency Payment being charged, if any, with sufficient backup detail to enable the MRC to verify the calculation as contemplated by **Exhibit B**. The MRC shall have thirty (30) days from the date of receipt of such calculation within

which to object in writing. Any objection shall specify the basis for the objection and the amount, if any, of any Delivery Sufficiency Payment that the Company claims is due. If no objection is lodged, the MRC shall have the option to (A) make direct payment in immediately available funds of any Delivery Sufficiency Payment within sixty (60) days from the date of receipt of the Delivery Sufficiency Notice; (B) instruct the Company to offset the amount of the Delivery Sufficiency Payment against future rebates otherwise payable to the MRC; or (C) transfer to the Company the amount of the Delivery Sufficiency Payment within sixty (60) days from the date of receipt of a Delivery Sufficiency Notice from any reserve fund established for such purpose. If an objection is properly lodged by the MRC, it shall nonetheless pay any portion of the Delivery Sufficiency Payment not in dispute as provided in this paragraph but may withhold the amount in dispute until such time as the parties have reached a mutually acceptable resolution or, if such a resolution cannot be reached, until the amount of the Delivery Sufficiency Payment has been determined by arbitration as provided in Section 14.5. Provided that the MRC makes any Delivery Sufficiency Payment required by this Section 3.8, a failure to meet its Delivery Commitment shall not constitute a default under this Agreement or otherwise entitle the Company to terminate this Agreement. Nothing in this Agreement shall be construed to restrict any right that the MRC may have to seek recovery of all or a portion of any Delivery Sufficiency Payment from one or more Joining Members pursuant to the terms of the Joinder Agreements.

4. ACCEPTANCE AND PROCESSING OF WASTE

4.1 Obligation to Accept MSW. Beginning on the Commercial Operation Date and continuing for so long as this Agreement shall remain in effect, the Company shall operate the Facility in accordance with the Performance Standards and, and subject to the terms of Section 4.5, shall accept all deliveries of Acceptable Waste from Joining Members made during Hours of Operation. No deliveries to the Facility shall occur outside of the Hours of Operation unless mutually agreed upon in writing, by the Parties. Notwithstanding the foregoing, the Company shall not be obligated to accept incoming deliveries of Acceptable Waste that fail to comply with the requirements set forth in **Exhibit E**.

4.2 Delivery Procedures. The MRC shall ensure that all Joining Members are obligated to comply with the delivery procedures set forth in **Exhibit E**. In the case of deliveries to the Facility, such procedures shall include adherence to Company rules on access routes to the Facility, queuing, truck identification and general conditions, scale weigh-in and weigh-out procedures, management of weigh records, and methods of unloading. For deliveries of Bridge Capacity Waste or Bypass Waste directly to the Back-up Facility, such procedures shall include adherence to rules and provisions applicable to deliveries to the Back-up Facility as indicated in any agreement entered into by the MRC or the Company for acceptance and management of such Bridge Capacity Waste or Bypass Waste.

4.3 Unacceptable Waste. Entities delivering MSW to the Facility, including Joining Members and Haulers delivering MSW to the Facility on their behalf, shall not deliver Unacceptable Waste to the Facility and shall indemnify the MRC, the Company and its subcontractors against costs related to any such deliveries. The Company, in its sole discretion, shall have the right to inspect the contents of any vehicle delivering MSW to the Facility in order to determine the presence of Unacceptable Waste, including the right to require the person operating such vehicle to unload the contents as directed by the Company for inspection or the taking of samples. If any vehicle is found, by sampling or otherwise, to contain Unacceptable Waste, the Company may reject all or part of the delivery. In the event a delivery contains Unacceptable Waste, the Company shall have the right to re-load the Unacceptable Waste into the delivery vehicle. The Hauler shall then remove such Unacceptable Waste promptly from the Facility and make alternative arrangements for handling and disposal in accordance with Law and directives of any regulatory agency having jurisdiction at the sole cost and expense of such Hauler. If the Company does not identify the presence of Unacceptable Waste before the Hauler leaves the Site, then the Company agrees that it will properly dispose of such Unacceptable Waste; provided, however, that the Company reserves the right to pass any uninsured handling and disposal expenses and costs for environmental clean-up and remediation costs that result from the delivery of Unacceptable Waste to the Facility through first, to any Hauler reasonably identified by video evidence or otherwise as having delivered such Unacceptable Waste; second, if such Hauler cannot be identified or if such costs cannot be recovered, and the Company can demonstrate that the Unacceptable Waste was delivered by or on behalf of a Joining Member, then to that Joining Member, if known, from which the Unacceptable Waste originated. If the Joining Member fails to pay such costs, such costs shall be recoverable from the MRC. If the source of the Unacceptable Waste cannot be identified or attributed to a Joining Member, then costs shall be apportioned as provided in Section 3 of **Exhibit F**. In all such cases, the MRC shall receive copies of any notices or invoices sent to such Hauler or Joining Member shall be afforded reasonable access to the Company's record forming the basis for any costs assessed. The Company agrees to cooperate in good faith with the MRC to make arrangements for management and disposal of categories of MSW not processible by the Facility that would have been accepted if delivered to the PERC Plant under the Existing PERC Agreements.

4.4 Right to Accept Other MSW. The Company may accept MSW or other solid waste allowed under the conditions of its permits from any source other than the Joining Members so long as (i) such MSW was generated within the State of Maine, (ii) its acceptance by the Company will not interfere with the ability of Joining Members to deliver MSW under this Agreement, and (iii) receipt of such MSW otherwise complies with the terms of this Agreement. Title to all MSW transfers to the Company upon its acceptance at the Facility.

4.5 Bypass of MSW after Commercial Operation Date. The Company shall use reasonable commercial efforts to accept and process all Acceptable Waste delivered by or for the account of Joining Members on or after the Commercial Operation Date at the Facility and shall avoid or minimize bypassing such waste to the Back-up Facility. The Company may bypass deliveries of Acceptable Waste by Joining Members after the Commercial Operation Date only to the extent that the Facility is unable to accept MSW due to an Event of Force Majeure, limits on capacity resulting from an outage, a full tip floor, the need to avoid nuisance impacts, permit limits or other factors beyond its reasonable control. The MRC shall inform the Company promptly of any event of which it becomes aware that could have a material impact on the volume of waste to be delivered on either a short-term or a long-term basis under this Agreement and shall consult with the Company on not less than a quarterly basis as to projected monthly delivery levels hereunder.

In the event that it intends to bypass waste deliveries by or for the account of Joining Members, the Company shall provide notice to the MRC and inform affected Joining Members as soon as possible, and shall cooperate with the MRC to coordinate the use of the Back-up Facility by the Joining Members. Joining Members shall pay the Tipping Fee with respect to Bypass Waste as if it were Acceptable Waste delivered to the Facility. The Company shall pay all extra transportation costs, disposal fees or other costs, if any, in connection with delivery of Bypass Waste to the Back-up Facility.

4.6 Management of MSW before the Commercial Operation Date; Bridge Capacity Waste. In the event that either (i) the PERC Plant is not accepting deliveries of MSW from the Joining Members that are Charter Municipalities prior to March 31, 2018; or (b) the Commercial Operation Date occurs later than April 1, 2018, then the Company will use commercially reasonable efforts to:

- (a) advance the occurrence of the Commercial Operation Date in order to be capable of accepting and processing Acceptable Waste delivered by the Joining Members as soon as possible;
- (b) allow the Facility to be used to accept and process Acceptable Waste delivered by Joining Members to the extent practical, with the specific sources of Acceptable Waste being accepted to be determined in consultation with the MRC; and
- (c) allow the Facility to be used to receive Acceptable Waste, and transfer amounts that are accepted, but cannot be processed, to the Back-up Facility, with the specific sources of Acceptable Waste being accepted to be determined in consultation with the MRC.

Acceptable Waste delivered to the Facility for the account of Joining Members prior to the Commercial Operation Date shall be deemed Bridge Capacity Waste. The Company shall cooperate with the MRC to coordinate the use of the Back-up Facility by the Joining Members for acceptance of Bridge Capacity Waste. In such event, the MRC shall arrange for Joining Members to pay tipping fees with respect to Bridge Capacity Waste to the Back-up Facility in accordance with the agreement for management of Bridge Capacity Waste as directed by the MRC, and the Joining Members delivering Waste to the Back-up Facility shall arrange for and pay transportation costs for delivery of Bridge Capacity Waste to the Back-up Facility.

4.7 Residuals Disposal. The Company shall dispose of Residuals in such manner as may be allowed by Law and at its sole cost and expense. The MRC, in consultation with the Company, shall use reasonable commercial efforts to secure appropriate initial arrangements for management of non-hazardous Residuals that would be generated as the result of normal operation of the Facility, provided that such Residuals are not Hazardous Waste and do not otherwise have characteristics that would preclude disposal in a secure Maine landfill. The MRC shall not be responsible for securing arrangements for disposal of any Residuals classified as Hazardous Waste. The Company shall manage disposal of all Residuals materials from the Facility consistent with such arrangements and shall be responsible for securing appropriate contracts in connection therewith and for all extensions or replacements of the initial agreements for Residuals disposal. The MRC shall use reasonable commercial efforts to encourage Joining Members to divert materials from the Facility prior to delivery through targeted reduction, source separation and diversion programs, which are not suitable for processing into products at the Facility and would, if delivered and processed, become Residuals.

5. PAYMENT

5.1 Tipping Fee.

(i) The initial Tipping Fee charged each month for MSW delivered to the Facility by or for the account of Joining Members shall be Seventy Dollars (\$70.00) per ton, subject to adjustment as of each January 1 during the Term to reflect any annual percentage increase in the CPI since January 1 of the calendar year that includes the Commercial Operation Date, in the case of the first such adjustment, or the effective date of the last adjustment, in the case of each subsequent annual adjustment. The Company shall provide the MRC with the calculation of the annual escalation of the Tipping Fee within ten days of the start of any calendar year in sufficient detail to allow the MRC to review the calculation and to accept or dispute it.

(ii) The Company and MRC acknowledge that determination of the Tipping Fee is

governed by both this Section 5.1 and Section 4.1 of the Joinder Agreements. Accordingly, the MRC cannot agree to amendments to the Tipping Fee that might be proposed by the Company unless each Joining Member explicitly authorizes the MRC to amend the Tipping Fee by amending its Joinder Agreement with the MRC. In the event that the Company provides a formal proposal for amendment of the Tipping Fee that the MRC agrees is reasonable and necessary for the Company to continue operation of the Facility on a sustainable basis, the MRC will facilitate presentation by the Company of such proposed amendment to the Joining Members for their consideration.

5.2 Materials from Single Stream Recycling Programs. The Company shall designate tipping fees for acceptance of materials from Single Stream Recycling Programs and other programs involving collection or accumulation and delivery of recyclable materials by Joining Members to the Facility, which tipping fees shall not exceed 50 percent of the tipping fee charged for MSW. Joining Members may make separate arrangements to bring materials collected through Single Stream Recycling programs to the Facility and shall pay tipping fees directly to Company for such deliveries. Recyclable materials delivered under this Section 5.2 shall not be included in determining whether the Delivery Commitment has been met.

5.3 Rebates. On a quarterly basis, the Company shall calculate the Rebate to be paid to the MRC in accordance with **Exhibit F** and shall provide a calculation of such Rebate to the MRC within twenty (20) days of the end of each calendar quarter with sufficient detail to allow the MRC to review the calculation. The MRC shall have twenty (20) days from receipt of the statement to accept or dispute the calculation and for that purpose, shall be afforded reasonable access to the Company's record forming the basis for the calculation. Unless the MRC files with the Company a written objection setting forth a basis for disputing the calculation within such twenty (20) day period, such calculation shall be final and binding on all parties, and the Company shall promptly pay to the MRC any undisputed amount. Disputes shall be referred for resolution in accordance with Section 14.5 hereunder.

The Company shall have the right to offset overdue amounts payable by the MRC or any Joining Member against any Rebate payment, provided that the amount offset was identified and substantiated in the original calculation provided to the MRC and the MRC has not filed an objection to the calculation within the prescribed period.

5.4 Invoices. Within five (5) days of the end of each calendar week during the Term, the Company shall provide an invoice to each Joining Member, with a copy to the MRC, in a form reasonably acceptable to the MRC showing the number of tons of MSW delivered by or for the account of such Joining Member during the preceding calendar week and the amount due from such Joining Member for such calendar month. The amount due shall be equal to the then applicable Tipping Fee multiplied by the number of tons (rounded to the nearest twenty (20)

pounds) delivered by the Joining Member to the Facility during such calendar week. Each Joining Member shall pay all such invoices directly to the Company within thirty (30) days of receipt; provided, however, that in the event the calculation thereof has been challenged by the MRC, Joining Member may withhold payment of any amount under challenge.

5.5 Payment. Each Joining Member shall pay all invoiced amounts due to the Company within thirty (30) days from initial receipt of the invoice; provided, however, that it may withhold payment of any amount the payment of which it is contesting in good faith. Prior to taking action with respect to any failure to make payment, the Company shall provide notice to the MRC of any overdue payment and afford to the MRC a reasonable opportunity to make any overdue payment on behalf of a Joining Member. The MRC shall have the right, but not the obligation, to make any such overdue payments.

6. INDEMNIFICATION

6.1 Indemnification by the Company. The Company agrees to defend, indemnify, and hold harmless the MRC, each Joining Member, and their respective members, directors, elected officials, officers, agents and employees against any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly from (i) any negligent or willful act or omission by the Company, its members, managers, officers, agents, employees (including duly authorized volunteers), contractors, or anyone acting on the Company's behalf, (ii) any failure by the Company to properly process, and/or dispose of any MSW delivered to the Facility; or (iii) any failure by the Company to otherwise perform fully, in any respect, its obligations under this Agreement, in each case except to the extent excused by Force Majeure or resulting from actions of the MRC or a Joining Member not in material compliance with this Agreement. The foregoing indemnity expressly extends to claims of injury, death, or damage to employees of the Company or of a subcontractor, anyone directly or indirectly employed by the Company, or anyone for whose acts they may be liable. In claims against any person or entity indemnified under this Section 6.1 by an employee of the Company or subcontractor, the indemnification obligation under this Section 6.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Company or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The Company expressly waives immunity under workers' compensation laws for the purposes of this indemnity provision.

6.2 Indemnification by MRC. The MRC agrees to defend, indemnify, and hold harmless the Company, its members, managers, officers, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly from (i) any willful or negligent act or omission by the MRC, its directors, officers, agents, employees (including duly authorized volunteers), contractors, or anyone acting on the MRC's behalf; and (ii) any failure by the MRC to perform fully, in any respect, its obligations under this Agreement, in each case except to the extent excused by Force Majeure or resulting from actions of the Company not in material compliance

with this Agreement. The foregoing indemnity expressly extends to claims of injury, death, or damage to employees of the MRC or of a subcontractor, anyone directly or indirectly employed by the MRC, or anyone for whose acts they may be liable. In claims against any person or entity indemnified under this Section 6.2 by an employee of the MRC or subcontractor, the indemnification obligation under this Section 6.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the MRC or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The MRC expressly waives immunity under workers' compensation laws for the purposes of this indemnity provision.

6.3 Notice. A Party asserting a right to indemnification under this Article 7 (the "Indemnified Party") shall give to the other Party (the "Indemnifying Party") written notice of the commencement of any legal action or other circumstance which may give rise to a claim for indemnification hereunder within ten (10) days of receipt of written notice by it of commencement of a legal action and within thirty (30) days of learning of any other circumstances giving rise to a claim for indemnification; provided, however, that failure to so notify the Indemnifying Party shall discharge it from its indemnification obligation hereunder only if and to the extent that it has been prejudiced thereby. The Indemnified Party shall afford to the Indemnifying Party access to all records and information relating to such claim, facts and circumstances (except those matters privileged under applicable state or federal law or rules of evidence) reasonably necessary to permit the Indemnifying Party to evaluate the merits of such claim or the accuracy of such facts and circumstances. Upon receipt of notice, the Indemnifying Party may elect to participate in or, if it acknowledges its obligation to indemnify, assume defense of, such action at its own expense and with counsel of its own choosing. The Indemnified Party shall not settle or compromise any claim with respect to which indemnification is sought without the prior written consent of the Indemnifying Party which consent may not be unreasonably withheld or delayed. Notwithstanding that the Indemnifying Party may have assumed defense of an indemnified claim, the Indemnified Party shall have the right, at its sole expense, to retain its own counsel to participate in such defense.

6.4 Opportunity to Cure. The Indemnifying Party shall be entitled, at its sole cost and expense, to undertake to cure any circumstances or to pay or settle any claim which is the subject of a claim for indemnification provided that, prior to such settlement, the Indemnifying Party either (i) acknowledges its obligation hereunder to indemnify the Indemnified Party, or (ii) obtains the written consent of the Indemnified Party to the settlement.

6.5 Resolution of Dispute as to Indemnification. Any dispute relating to indemnification may, at the election of either Party, be resolved through the dispute resolution procedure contemplated by Section 14.5 of this Agreement.

6.6 De Minimus Payment Provisions. Notwithstanding the foregoing, no payments in respect of any indemnification claim shall be required of any Indemnifying Party unless and

until the total amount of the indemnification claims payable by such Indemnifying Party has exceeded Twenty-Five Thousand Dollars (\$25,000) in the aggregate, exclusive of the Indemnified Party's attorneys' fees, after which, however, all such indemnification claims, including those included in the de minimus calculation, shall be subject to payment as provided herein.

6.7 Limitation of Liability. Notwithstanding the provisions of this Article 7, except in the case of fraud neither Party shall be liable to the other for any incidental, indirect, or consequential damages arising out of the performance or breach of this Agreement.

6.8 No Waiver of Immunities. Nothing in this Agreement shall constitute a waiver or diminution by the Joining Members, the MRC or the Company of any immunities or statutory limitations on liability.

6.9 Assignment. The Indemnified Party shall assign to the Indemnifying Party all claims it may have that arise in connection with claims indemnified by the Indemnifying Party.

7. CONFIDENTIALITY

7.1 Confidentiality. The MRC and the Company each agree to keep confidential all Confidential Information of the other except that each may disclose such information to its officers, directors, members, managers, agents and outside legal counsel, accountants and other consultants to the extent required in connection with negotiation or implementation of this Agreement. Each agrees to take reasonable steps to safeguard the confidentiality of any such limited disclosure.

7.2 Use of Confidential Information. The MRC and the Company each agrees that it will not use any Confidential Information obtained from the other for any purpose other than in connection with this Agreement.

7.3 Required Disclosures. Notwithstanding the foregoing, either Party may disclose Confidential Information to the extent that it reasonably believes that it is required to do so by Law, provided that, prior to making such a disclosure, the disclosing party will provide notice to the non-disclosing party of its intended disclosure in a time and manner calculated, to the extent practicable under the circumstances, to afford the non-disclosing party an opportunity to challenge such disclosure.

7.4 Public Document. The Parties acknowledge that this Agreement, the Development Agreement, the Joinder Agreement and the Site Lease are public documents and shall not be deemed to constitute Confidential Information.

8. ASSIGNMENT

8.1 Prohibition of Assignment. Except as otherwise specifically provided herein, neither Party may assign its rights or delegate its obligations under this Agreement, including without limitation any transfer by operation of law, in any manner whatsoever without the prior written consent of the other Party, the giving of which shall be in the other Party's sole discretion. Any attempt at any such assignment, transfer, or sale without the consent of the other Party shall be void and of no effect, and shall, at the option of the other Party, terminate this Agreement.

8.2 Assignment by the MRC. Notwithstanding the provisions of Section 8.1, the MRC may, upon prior notice to, but without the prior written consent of, the Company, assign its rights under this Agreement to a successor entity formed for the purpose of providing for the disposal of MSW by the Joining Members. Any other attempt by the MRC to assign, transfer, or pledge this Agreement, whether in whole or in part, to any person without the prior written consent of the MRC shall be null and void.

8.3 Assignment by the Company. Notwithstanding the provisions of Section 8.1, the Company shall have the right to assign its rights under this Agreement, upon prior notice to the MRC, but without the MRC's prior written consent to an Affiliate that is directly controlled by the Company (a "Related Entity") or to an investor which will own and operate the Facility in connection with financing for the Facility; provided that in the case of any such permitted assignment, (i) the transferee has demonstrated to the reasonable satisfaction of the MRC its financial capability, including access to committed funds, and technical capacity sufficient to complete development and construction of the Project and to operate the Facility during the term of this Agreement, (ii) unless the MRC shall otherwise agree in writing, the Company shall continue to have day-to-day control of and responsibility for operations and the Facility, (iii) the person(s) with day-to-day management responsibility for and that provide(s) day-to-day operational services to the Facility following such assignment shall have been approved in writing by the MRC, which approval shall not be unreasonably withheld or delayed, (iv) unless the MRC otherwise agrees in writing, the Company shall have confirmed to the MRC in writing that both Fiberright and any assignee will remain jointly and severally liable for all obligations of the assignee hereunder; (v) such transfer shall not adversely affect the continued validity of the Facility Permits and, subsequent to such transfer, each such permit shall remain in effect or the transferee shall have acquired in its name equivalent permits necessary to the development, construction and operation of the Project. Any other attempt by the Company to assign, transfer, or pledge this Agreement, whether in whole or in part, to any person without the prior written consent the MRC shall be null and void.

8.4 Effect of Bankruptcy. Without limiting the generality of the foregoing, in the

event any bankruptcy or insolvency proceedings are instituted by or against a Party, and the proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan of reorganization, or in the event a Party is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which a Party is a party, and such receiver is not discharged within a period of ninety (90) days after his or her appointment, any such event or other involuntary assignment for the benefit of creditors shall be deemed to constitute a breach of this Agreement by such Party and shall, at the election of the other Party, but not otherwise, give that Party the right to terminate this Agreement.

9. REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties of the Company. The Company hereby represents and warrants to the MRC as follows:

(i) Organization and Good Standing. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and possesses the power and authority to own, lease and operate the Facility as contemplated by this Agreement and to otherwise fulfill its obligations hereunder. The Company is duly qualified to conduct business and is in good standing in the State of Maine.

(ii) Authority. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of the certificate of organization or operating agreement of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company and is enforceable in accordance with its terms. Execution and delivery of this Agreement by the Company and the performance by it of its obligations hereunder does not and will not (i) conflict with or result in a violation, breach or termination of, or default under (or result in such a conflict, violation, breach, termination or default with the giving of notice or passage of time) any term or provision of any agreement, instrument, order, judgment or decree to which the Company is a party or by which it is bound; (ii) violate any statute, rule, regulation or ordinance of any governmental authority, or; (iii) result in the imposition of any lien, encumbrance, charge or claim upon the Facility. the Company has full power and authority to carry out its obligations under this Agreement without the consent of any other person or entity.

(iii) Legal Matters. To the best knowledge of the Company, there is no proposed, pending or threatened change in any law, code, ordinance or standard which would adversely affect the Facility or its operation substantially in the manner contemplated by this Agreement. There is no pending or, to the best knowledge of the Company, proposed or threatened legal

proceeding or other action affecting the Company which could have a material and adverse effect on its ability to fulfill its obligations under this Agreement or to operate the Facility.

(iv) Intellectual Property Rights. The Company possesses all intellectual property rights necessary for it to own and operate the Facility as contemplated by this Agreement. It is not infringing upon any trademark, service mark, trade name, domain name, trade secret, patent, copyright, or other intellectual property or contractual rights of any other person, nor is it unlawfully using any confidential information, inventions, know-how, trade secrets, customer lists or other intellectual property of others, nor is it aware of any infringement by others of any such intellectual property rights.

9.2 Representations and Warranties of the MRC. The MRC hereby represents and warrants to the Company as follows:

(i) Organization and Good Standing. The MRC is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Maine and possesses the power and authority to carry out its obligations under this Agreement. The MRC is duly qualified to conduct business and is in good standing in the State of Maine.

(ii) Authority. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of the articles of incorporation or bylaws of the MRC. This Agreement constitutes a legal, valid and binding obligation of the MRC and is enforceable in accordance with its terms. Execution and delivery of this Agreement by the MRC and the performance by it of its obligations hereunder does not and will not (i) conflict with or result in a violation, breach or termination of, or default under (or result in such a conflict, violation, breach, termination or default with the giving of notice or passage of time) any term or provision of any agreement, instrument, order, judgment or decree to which the MRC is a party or by which it is bound; (ii) violate any statute, rule, regulation or ordinance of any governmental authority; or (iii) result in the imposition of any lien, encumbrance, charge or claim upon the Facility. The MRC has full power and authority to carry out its obligations under this Agreement without the consent of any other person or entity.

(iii) Legal Matters. To the best knowledge of the MRC, there is no proposed, pending or threatened change in any law, code, ordinance or standard which would adversely affect the Facility or its operation substantially in the manner contemplated by this Agreement. There is no pending or, to the best knowledge of the MRC, proposed or threatened legal proceeding or other action affecting the MRC which could have a material and adverse effect on its ability to fulfill its obligations under this Agreement.

10. DEFAULT; TERMINATION; REMEDIES

10.1 Company Event of Default. Except to the extent excused by a Force Majeure or action of the MRC or a Joining Member contrary to the terms of this Agreement, each of the following shall constitute an Event of Default as to the Company:

(i) The Company shall have failed to fulfill its material obligations under this Agreement or the Site Lease and such failure has not been cured within the longer of (a) thirty (30) days following receipt of written notice from the MRC specifying that a particular material default exists, or (b) any otherwise applicable cure period.

(ii) The Company or any permitted assignee shall (a) file, or have filed against it a petition which is not dismissed within sixty (60) days, in bankruptcy, reorganization or similar proceedings under, or shall be adjudicated a bankrupt under, the bankruptcy laws of the United States, (b) have a receiver, permanent or temporary, appointed by a court of competent authority for it or on its behalf which is not dismissed within sixty (60) days, (c) request the appointment of a receiver, (d) make a general assignment for the benefit of creditors, or (e) shall have its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) days.

(iii) The Company or any permitted assignee shall dissolve or liquidate.

(iv) The Company fails to make any undisputed payment due hereunder within thirty (30) days after the same is due and notice of non-payment has been provided.

(v) The Company abandons the Facility after achieving the Commercial Operation Date as evidenced by its failure to operate, maintain or perform significant work on restoration to service on the Facility for a continuous period of sixty (60) days.

(vi) The Company or the Facility is in violation of (a) any applicable Law which violation has a material adverse effect, or has the potential to cause a material adverse effect on the MRC, any Joining Member or the Facility, or (b) any material condition of any permit or license necessary in order to operate the Facility, and the Company has failed to cure such default within a period of forty-five (45) days thereafter or, if the default is of a such a nature that it cannot reasonably be cured within forty-five (45) days, the Company has failed to commence to cure the default within such forty-five (45) days and fails thereafter to prosecute such cure to completion with diligence and, in any event, to cure such default within one hundred eighty (180) days.

10.2 MRC Event of Default. Except to the extent excused by a Force Majeure or action of the Company contrary to the terms of this Agreement, each of the following shall constitute an Event of Default as to the MRC:

(i) The MRC shall have failed to fulfill its material obligations under this Agreement or the Site Lease and such failure has not been cured within the longer of (a) thirty

(30) days following receipt of written notice from Company specifying that a particular material default exists, or (b) any otherwise applicable cure period.

(ii) The MRC or any permitted assignee shall (a) file, or have filed against it a petition which is not dismissed within sixty (60) days, in bankruptcy, reorganization or similar proceedings under, or shall be adjudicated a bankrupt under, the bankruptcy laws of the United States, (b) have a receiver, permanent or temporary, appointed by a court of competent authority for it or on its behalf which is not dismissed within sixty (60) days, (c) request the appointment of a receiver, (d) make a general assignment for the benefit of creditors, or (e) shall have its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) days.

(iii) The MRC or any permitted assignee shall dissolve or liquidate.

(iv) The MRC or any Joining Member fails to make any undisputed payment due hereunder within thirty (30) days after the same is due and, in the case of a failure to pay by a Joining Member, the MRC has not cured or caused to be cured such default within sixty (60) days following notice to the MRC of non-payment, it being understood and agree that the MRC shall have the right, but not the obligation, to cure a payment default by a Joining Member and that, if such default remains uncured, the Company may refuse to accept MSW from the Joining Member that has failed to make required payments.

10.3 Limitation on Cure Period. Notwithstanding any other provision of this Agreement, in the event that either Party shall have breached a provision hereof and shall have relied upon a cure period in order to avoid termination under the provisions of this Article 10, such party shall not, within a period of two (2) years from the date of the initial breach, be entitled to the benefit of a cure period with respect to a subsequent breach of the same provision.

10.4 Failure to Achieve Commercial Operation Date. Irrespective of whether an Event of Default has occurred, if the Commercial Operation Date shall not occur prior to January 1, 2020, as extended by any Excused Delay Period, this Agreement shall terminate automatically unless both parties affirmatively agree, in writing, to extend the Agreement to a date certain to provide additional time for the Company to achieve the Commercial Operation Date.

10.5 Remedies. Unless otherwise provided by Law, any right or remedy provided for herein shall not be considered as the exclusive right or remedy of the non-defaulting Party, and such right or remedy shall be considered to be in addition to any other right or remedy allowed by Law.

10.6 Joining Members as Third Party Beneficiaries. Each Joining Member shall be deemed a third party beneficiary of this Agreement and shall be entitled to enforce the obligations of the Company hereunder. The exercise by any Joining Member of its right to enforce this Agreement shall in no way abrogate the right of the MRC to enforce the obligations of the Company directly.

11. TERMINATION

This Agreement may be terminated (i) prior to Financial Close by mutual agreement of the Parties; or (ii) unilaterally at the option of either Party if an Event of Default has occurred, notice of intent to terminate has been provided, and the Event of Default is continuing with respect to the other Party and has not been cured within any applicable cure period; or (iii) in accordance with Section 13.

12. INVESTOR RIGHTS

12.1 Investor Rights. Upon and during the continuance of an Event of Default, any Investor shall have the right, in each case with notice to the MRC and subject to the provisions of this Agreement, to: (i) do or cause to be done any act or thing allowed or required under this Agreement to be performed or caused to be performed by the Company, and any such act or thing done by such Investor shall have the effect of having been done by the Company; or (ii) subject to Section 12.2 below, succeed to the Company's interest in this Agreement. In no event shall the granting of such rights to an Investor, or the exercise by the Investor thereof, operate to make the Investor liable for any covenants or agreements of the Company under this Agreement, unless, and then only to the extent that, the Investor shall succeed to the rights of the Company hereunder.

12.2 Conditions to Exercise of Rights. As condition to the right of any Investor to acquire the Company's interests hereunder, such Investor shall (i) provide evidence reasonably satisfactory to the MRC and the Maine Department of Environmental Protection that it has the financial capacity and technical ability to assume the obligations of the Company hereunder and to operate the Facility; and (ii) accept in writing, and shall without further action thereafter be subject to, the terms and conditions of this Agreement and the Site Lease and shall be required to cure any defaults or breaches of the Company hereunder in accordance with the terms hereof.

12.3 Notice Regarding Default. Simultaneously with the giving of notice to the Company of any process in any action or proceeding brought to terminate or otherwise in any way affect this Agreement, or any notice of (i) an Event of Default, or (ii) a matter on which an Event of Default may later be predicated or claimed, (iii) a termination hereof, or (iv) a condition which if continued may lead to a termination hereof, if requested in writing by the Company, the MRC shall give duplicate copies thereof to each Investor as to which the Company provides such request at such address as the Company may direct.

13. FORCE MAJEURE

13.1 Change in Law. The MRC shall notify the Company, and the Company shall notify the MRC, in writing, promptly as soon as either party has knowledge of any action of the federal government, state legislature, state administrative or regulatory authority, court of applicable jurisdiction, or any other governmental body that could lead to the occurrence of a Change in Law. MRC and Company shall use reasonable efforts to cooperate to avoid any such action and to mitigate its potential impact on the obligations set forth in this Agreement or in the Site Lease.

13.2 Suspension of obligations. If either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, such party shall provide to the other party as soon as possible after the occurrence of the cause relied on a notice of Force Majeure which shall include a reasonably full description of the particulars of such Force Majeure. In such event, the obligations of the party giving such notice, other than the obligation to make any payment due hereunder, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period provided that:

(a) the burden of establishing whether an event of Force Majeure has occurred shall be upon the party claiming its existence;

(b) the nonperforming party shall exercise all reasonable efforts to continue to perform its obligations hereunder, to mitigate the impact of non-compliance, to claim and diligently seek to collect any insurance proceeds potentially available as a consequence of the Force Majeure, and the other party shall cooperate fully with and be supportive of such efforts;

(c) no obligation of either party that arose prior to the occurrence of the event of Force Majeure shall be excused as a result of such occurrence except to the extent a party is prevented from performing such obligation as a result of the Force Majeure event.

(d) the nonperforming party shall provide the other party with prompt notice of the cessation of the event of Force Majeure.

13.3 Force Majeure Plan. As soon as feasible after providing notice that a Force Majeure has occurred, the affected party shall provide the other party a plan (the "Force Majeure Plan") in a format that satisfies parallel provisions under the Site Lease and that contains sufficient information regarding the following:

(a) potential impacts of the Force Majeure on performance of obligations under this Agreement, including ability to accept and process Acceptable Waste at the Facility and to manage handling and transportation of Bypass;

(b) measures required to address the Force Majeure; the ability to meet performance obligations after such measures are implemented; and any reduce level of performance or ongoing level of obligation that cannot be fully mitigated or addressed.

(c) costs to be passed through to the MRC and/or Joining Municipalities as part of the proposed response to address the Force Majeure, which might involve one-time payments, an increase in the Tip Fee under this Agreement and the Joinder Agreements, revision of the Rebate formula, or other changes to payment provisions under this Agreement or the Site Lease.

The party receiving the Force Majeure Plan shall review it with all deliberate speed; and shall, if the receiving party is the MRC, inform the Joining Members and afford them an opportunity to be heard, and shall negotiate in good faith with the other party whether to accept, accept a modified version of, accept subject to dispute, or not accept such Force Majeure Plan.

13.4 Acceptance of Force Majeure Plan. In the event that the Force Majeure Plan is accepted, the proposing party shall proceed to implement the Force Majeure Plan in the form accepted. In the event that (i) the MRC and the Company cannot reach agreement on a Force Majeure Plan; the Company shall proceed to implement the Force Majeure Plan as anticipated therein and the dispute shall be resolved in accordance with Section 14.5.

13.5 Early Termination Upon Force Majeure. In the event that (i) the MRC and the Company cannot reach agreement on a Force Majeure Plan that was proposed by the Company or (ii) the Force Majeure has resulted in a material breach of this Agreement that cannot be cured, then, after 90 days from the receipt of the original Force Majeure Plan, either party can terminate this Agreement, provided that the party simultaneously terminates the Site Lease in accordance with its terms.

13.6 Compliance with Law. Nothing in this article shall relieve the Company from its obligation to comply in all material respects with any law or regulation or other lawful order.

14. OTHER PROVISIONS

14.1 Regulatory Compliance. The Company shall, and shall cause its agents and contractors to, at all times operate the Facility and conduct their respective businesses in compliance with Law. In the event that any Change in Law should cause a term of this Agreement to become financially impracticable or illegal, the Parties shall make a good faith effort to modify the Agreement to make it financially practicable and legal. If such modification of this Agreement cannot be agreed upon, this Agreement may be terminated by either Party.

14.2 RESERVED

14.3 Relationship of Parties. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Neither Party shall have the authority to contractually bind the other Party. The Company is to be and shall remain an independent contractor with respect to all services performed under this Agreement. No employees or agents of one Party shall be deemed the employees or agents of the other Party for any purpose.

14.4 Waiver. The failure of either Party to take action with respect to any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition. Any waiver by either Party of any breach of any term, covenant, or condition contained in this Agreement shall be effective only if in writing and shall not be deemed to be a waiver of any subsequent breach of the same, or of any other term, covenant, or condition contained in this Agreement.

14.5 Dispute Resolution.

(i) Any dispute arising under this Agreement shall be resolved only in accordance with this Section 14.5.

(ii) A dispute shall arise when one Party sends a written notice of dispute by certified mail to the other Party. The Parties shall first attempt to resolve the dispute through informal negotiations in which each party agrees to participate in good faith.

(iii) If the Parties cannot resolve the dispute informally within fourteen (14) days of such written notice, either Party may submit the dispute to arbitration to be conducted under the commercial arbitration rules of the American Arbitration Association. Arbitration shall be initiated by the serving of a written notice of intent to arbitrate (an "Arbitration Notice") by one Party upon the other. Arbitration proceedings shall be conducted by a single arbitrator to be agreed upon by the Parties; provided, however, that if the Parties are unable to agree upon a single arbitrator within ten (10) days from the date of the Arbitration Notice, each Party shall select an arbitrator and the two so named shall name a third arbitrator. The arbitration proceedings shall then be heard by the arbitrator(s) and the decision of the arbitrator, or of a majority if a panel of three has been selected, shall be final and binding on the parties. The arbitrator(s) shall have no authority to add to, detract from, reform or alter in any manner any provision of this Agreement. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. Any Arbitration Notice must be served within two(2) years from the date on which the claim arose, and failure to bring such claim within such two year period shall constitute a waiver of such claim and an absolute bar to further proceedings with respect to it. All arbitration proceedings shall be conducted in Bangor, Maine unless the parties otherwise agree in writing. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to preclude either party from seeking temporary or permanent injunctive relief from a court of competent jurisdiction with respect to any breach of this Agreement. For purposes of this Section 25.0, a claim shall be deemed to have arisen as of the later of (i) the date on which the circumstances forming the basis for the claim first occurred, or (ii) the date upon which such circumstances are discovered or with reasonable diligence should have been discovered.

(iv) Each of the Parties will bear its own costs in connection with any dispute resolution proceeding. The Parties shall share equally the cost of any mediator or single arbitrator. If a panel of three arbitrators is appointed, each Party shall pay the costs of the arbitrator appointed by it, and the cost of the third arbitrator shall be shared equally.

14.6 Notices. All notices, demands, or other writings provided for in this Agreement shall be deemed to have been fully given or made or sent if in writing and either (i) delivered in person, (ii) sent by recognized overnight courier with acknowledgement of receipt, (iii) sent by certified mail, return receipt requested, or (iv) sent by email, provided a confirmation copy is sent promptly by overnight courier or certified mail, in each case to the following addresses:

If to the MRC: Municipal Review Committee
395 State Street
Ellsworth, ME 04605
Attention: Executive Director
Email: glounder@mrcmaine.org

With a copy to: Eaton Peabody
80 Exchange Street
P.O. Box 1210
Bangor, Maine 04402
Attention: Daniel G. McKay, Esq.
Email: dmckay@eatonpeabody.com

If to the Company: 1450 South Rolling Road
Baltimore, MD 21227
Attention: Craig Stuart-Paul
Email: craigsp@fiberight.com

Either party may change the address at which notices to it are to be delivered by providing notice of such change in the manner provided above.

14.7 Parties Bound. The covenants and conditions contained in this Agreement shall bind the heirs, successors, executors, administrators, and assigns of each of the Parties.

14.8 Time of the Essence. Time is of the essence in this Agreement, and in each and every covenant, term, condition, and provision of this Agreement.

14.9 References. The captions appearing under the section number designations of

this Agreement are for convenience only, are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Unless the context clearly requires otherwise, references to section numbers and exhibits shall be deemed references to the section numbers and exhibits to this Agreement.

14.10 Governing Law. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Maine without regard for conflict of law provisions.

14.11 Entire Agreement. This Agreement, together with the Development Agreement and the Site Lease, shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement or in the Development Agreement or Site Lease or Joinder Agreements.

14.12 Modification of Agreement. Any modification of this Agreement shall be binding only if such modification is documented in writing and signed by each Party or an authorized representative of each Party.

14.13 Additional Documents. The Parties agree to execute whatever reasonable papers and documents may be necessary to effectuate the terms and intent of this Agreement.

14.14 No Indirect, Special or Consequential Damages. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable under this Agreement for lost profits or for any indirect, special or consequential damages whatsoever.

14.15 Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

14.16 Public Announcements. Public announcement of this Agreement may be made only with the prior written approval of both parties. Each party agrees to work with the other to agree upon an appropriate public announcement of the execution and delivery of this Agreement and of the achievement of milestones thereunder as they occur.

14.17 Partial Contract Year. In the event of a partial Contract Year, all amounts and allocations shall be adjusted appropriately based on the ratio which the number of days in such partial Contract Year bears to the number of days in a full 365 day calendar year.

14.18 Counterparts. This Agreement may be executed in counterparts. A signature

transmitted by facsimile, email or other electronic means shall have the effect of an original.

[Signature page follows.]

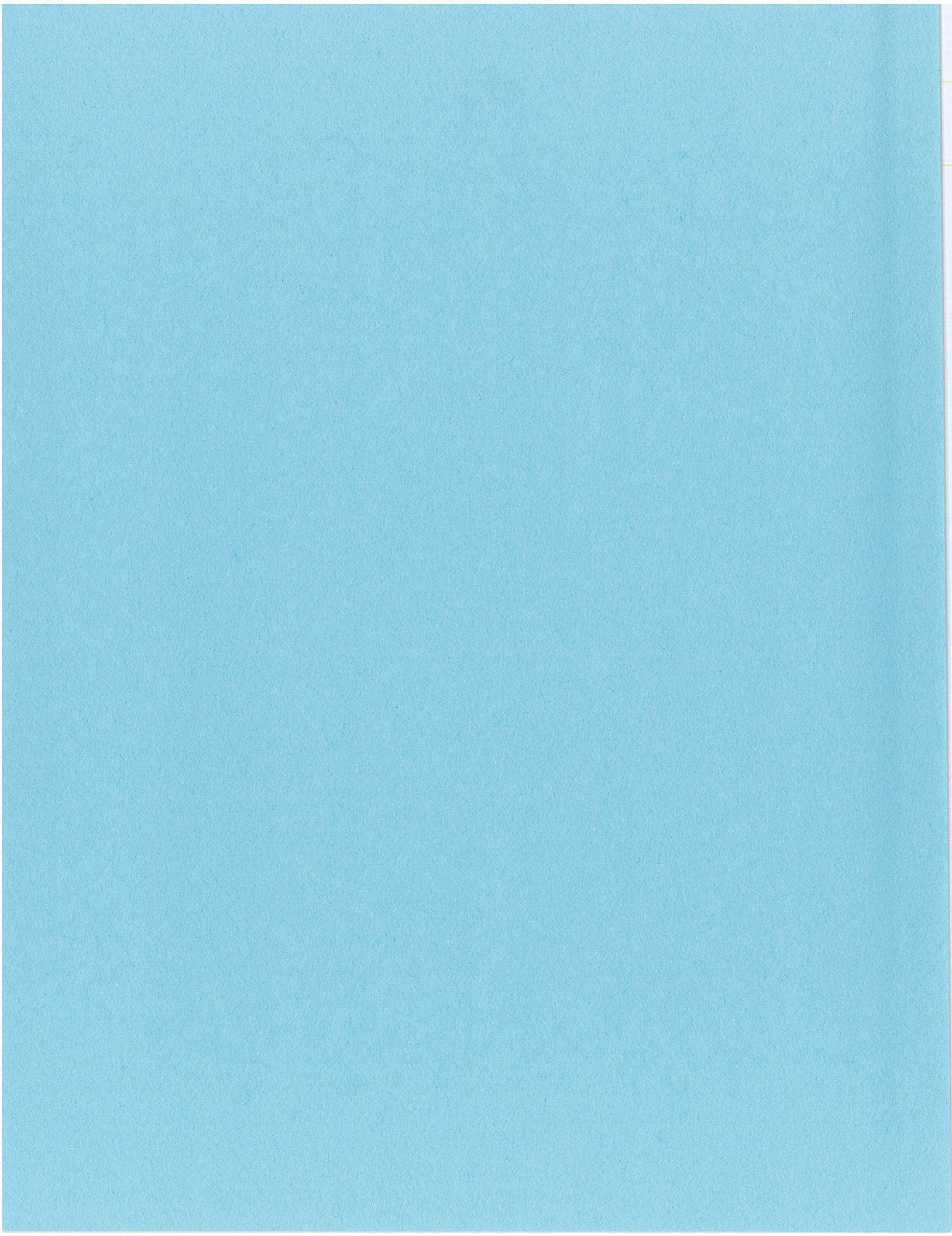
IN WITNESS WHEREOF, each Party has caused this Agreement to be executed as a sealed instrument as of the date first above written.

MUNICIPAL REVIEW COMMITTEE

By: _____
Name:
Title:

FIBERIGHT, LLC

By: _____
Name:
Title:



LIST OF EXHIBITS

- A Definition of Acceptable Waste
- B Delivery Sufficiency Payments
- C Form of Joinder Agreement
- D Form of Site Lease
- E Delivery Requirements
- F Rebate Calculations

**EXHIBIT A
TO MASTER WASTE SUPPLY AGREEMENT**

Definition of Acceptable Waste

A. Acceptable Waste means all ordinary household, municipal, institutional, commercial and industrial wastes, refuse, and discarded materials, except for the following, which shall be considered Unacceptable Waste, but excluding *de minimus* amounts of such waste typically found in household waste and in quantities below thresholds for regulatory requirements for separate management:

1. demolition or construction debris from building and roadway projects or locations;
2. liquid wastes or sludges;
3. abandoned or junk vehicles and car parts, but excluding small quantities of tires accepted by agreement with the Company;
4. Hazardous Waste and Flammable Waste;
5. Infectious or Biological Waste, including dead animals or portions thereof or other pathological wastes;
6. water treatment facility residues;
7. tree stumps;
8. tannery sludge;
9. waste oil, lubricants or fuels, including gasoline and propane;
10. discarded "white goods", including bulky items such as washing machines and dryers, and items such as freezers, refrigerators, air conditioners that contain ozone depleting substances such as Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs) with common names such as "Freon" and Refrigerants ("R-12").
11. waste which, in the reasonable judgment of COMPANY based on a visual inspection at the time of delivery, could, if processed, result in damage to the Facility, interruption of normal Facility operations or extraordinary processing or maintenance costs, solely by virtue of the physical or chemical properties of such waste.
12. waste that, if delivered to the Landfill as Bridge Capacity Waste or Bypass Waste, is considered Unacceptable Waste under the terms of the agreement between the MRC and the owner or operator of the Landfill.

"Flammable Waste" shall mean waste classified as Class 1 Explosives (49 CFR § 173.50), Class 2.1 Flammable Gas (49 CFR § 173.115(a)), Class 3 Flammable Liquids (49 CFR § 173.12(1)), Class 4 Flammable Solids (49 CFR § 173.124), or Class 5 Oxidizers 49 CFR § 173.127 under Maine Department of Transportation regulations or as flammable, combustible, or explosive under U.S. Department of Labor, Occupational Safety and Health Administration regulations (29 CFR Part 1910 Subpart H), or any waste that is explosive or highly

flammable, combustible, or combustion-inducing, whether in liquid, solid or gaseous form and whether contained or uncontained, including but not limited to explosives, fuels, and munitions.

"Hazardous Waste" shall mean waste that, by reason of its composition or characteristic, is toxic or hazardous waste as defined in the Solid Waste Disposal Act, 42 U.S.C 6900 et.seq., or the Resource Conservation and Recovery Act, 42 USC 2 §6903 (5), in either case as replaced, amended, expanded or supplemented, and regulations interpreting such acts, or in 38 M.R.S. §1303-C(15), and regulations interpreting such statute, as any of the foregoing may be amended from time to time and other hazardous wastes of any kind or nature, such as radioactive materials or source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954, as amended, cleaning fluids, crankcase oils, cutting oils, liquid solvents, paints, acids, caustics, poisons, pesticides, insecticides, or drugs but shall not include de minimus amounts of consumer products used for household purposes and typically included in household waste in compliance with applicable law. If any governmental agency or unit having appropriate jurisdiction shall determine that certain chemicals or other substances which are not, as of the date of this Agreement, considered harmful or of a toxic nature or dangerous, are harmful, toxic or dangerous, such chemicals or other substances shall be Hazardous Waste.

"Infectious or Biological Waste" shall mean (i) such waste as defined from time to time by local regulations and ordinances, state or federal law, including county regulations and laws of the State of Maine, as infectious, including, but not limited to, laboratory waste, blood, regulated body fluids, sharps, research animal wastes, and human tissues and body parts removed accidentally or during surgery or autopsy and intended for disposal; and (ii) pathological, biomedical and biological waste; sanitary sewage and other highly diluted water-carried materials or substances including silt, dissolved or suspended solids in industrial waste, water effluents or discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Act, as amended, and dissolved materials in irrigation return flows; human or animal waste; sludge, including sewage sludge and septic and cesspool pump outs; and human and animal remains.

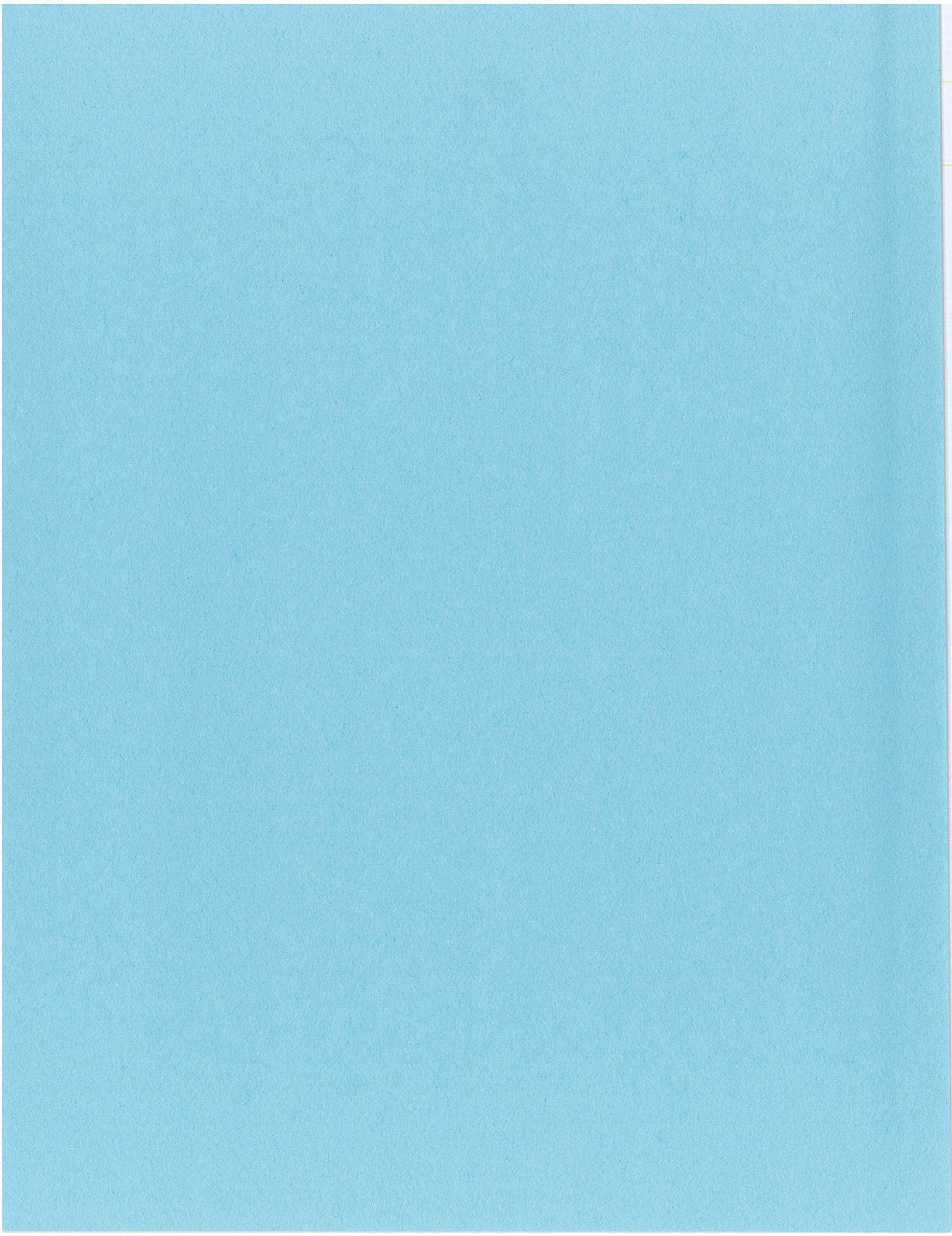


EXHIBIT B
TO MASTER WASTE SUPPLY AGREEMENT
Delivery Sufficiency Payment

The Delivery Sufficiency Payment shall be the amount payable by the MRC to the Company in the event that the Company provides written notice to the MRC per Section 3.7 hereof that the Delivery Commitment for the immediately preceding Contract Year has not been achieved. The amount of the Delivery Sufficiency Payment shall be determined in accordance with the following formula:

$$\text{Delivery Sufficiency Payment} = (\text{DC} - \text{ACD}) \times (\text{TF}) \times (\text{LRA})$$

where: DC = the Delivery Commitment of 150,000 tons per year

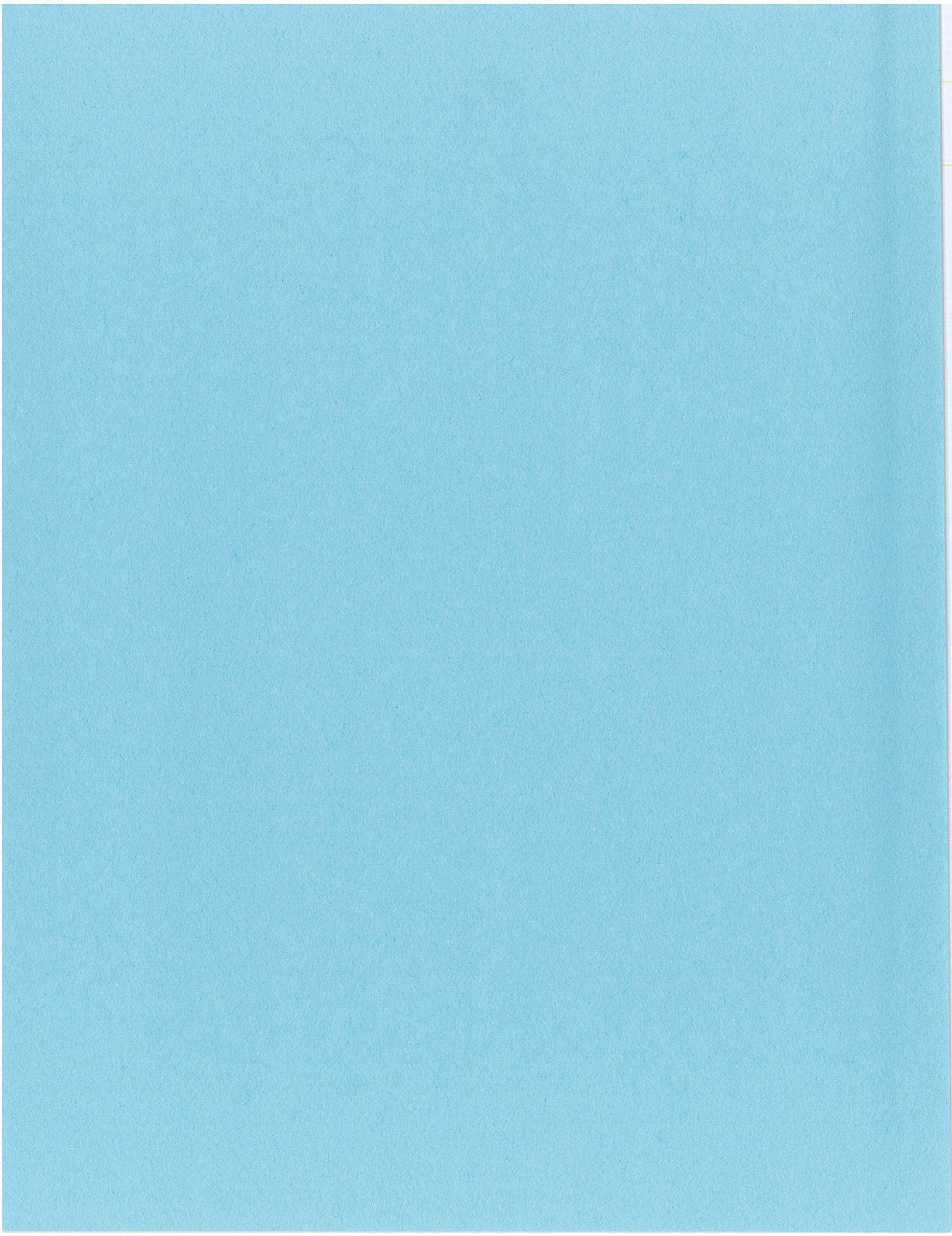
ACD = Actual credited deliveries of Acceptable Waste in the Contract Year, in tons, which shall be determined on the basis of actual recorded deliveries of Acceptable Waste to the Facility from Joining Members in the Contract Year as adjusted to account for the factors set forth in Section 3.7 hereof.

TF = the Tipping Fee for Acceptable Waste from Joining Members for the Contract Year in dollars per ton.

LR A= Lost Revenue Adjustment as compensation for failure to deliver the Delivery Commitment, which shall be a factor of 1.25 on the basis that revenues from recovered materials and products are anticipated to be not less than 25 percent of the Tipping Fee on a dollar per ton basis.

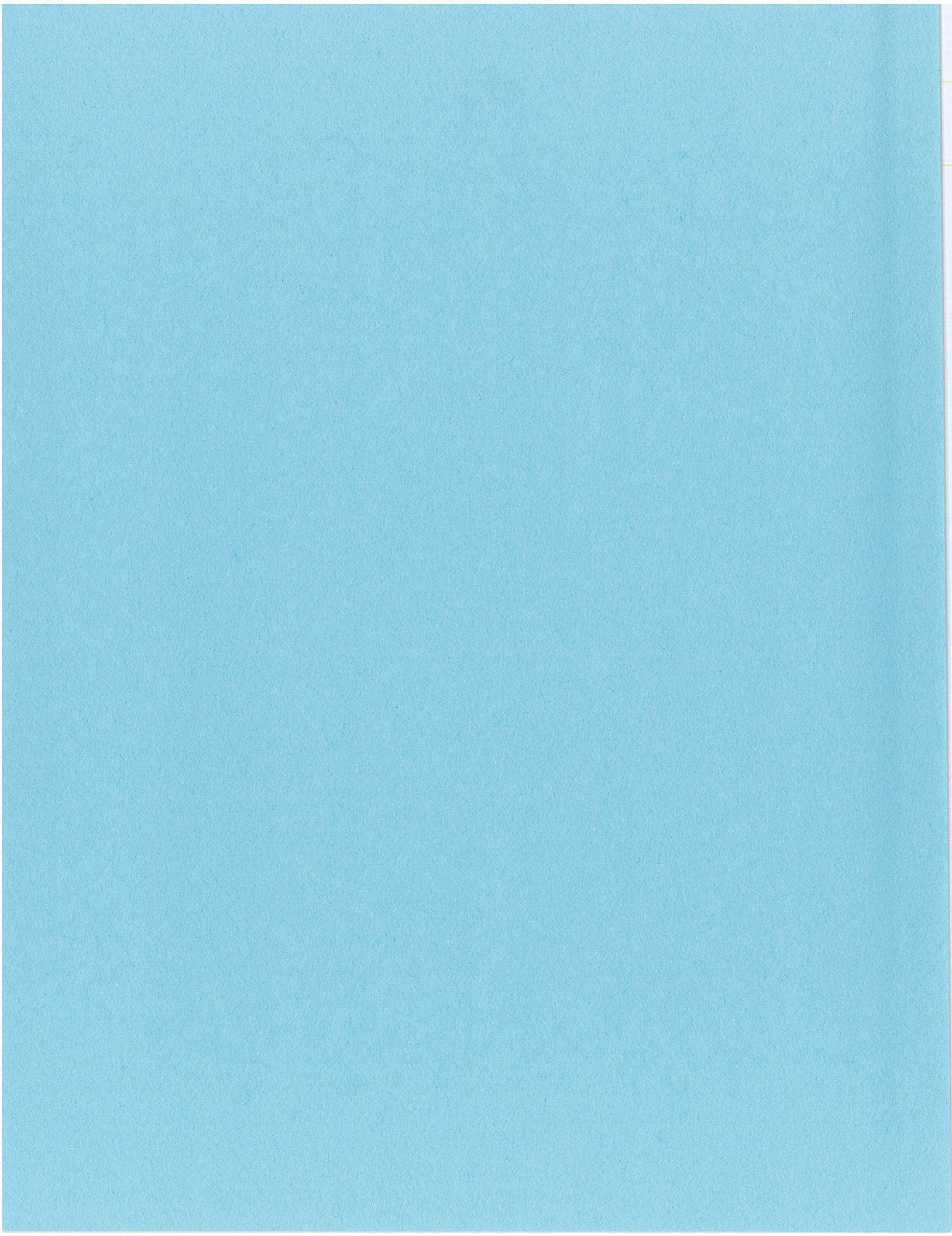
Provided, however, that the Delivery Sufficiency Payment for any Contract Year shall be subject to an upper limit as determined through the following procedure:

1. Begin with the Closing Pro Forma as defined in Section 5.0 of Exhibit F hereof.
2. Identify the projected Operating Gain for the applicable Contract Year, which is the difference between the operating revenues for the Contract Year and the operating expenses for the Contract Year, all as set forth in the Closing Pro Forma.
3. Calculate the actual Operating Gain for the applicable Contract Year, which is the difference between the operating revenues for the Contract Year and the operating expenses for the Contract Year, all as set forth on the Company's books for the Contract Year in accordance with generally accepted accounting principles.
4. Calculate the DSP Cap as the amount by which the projected Operating Gain for the applicable Contract Year per Item #2 above exceeds the actual Operating Gain for the Contract year per Item #3 above.
5. The Delivery Sufficiency Payment shall not exceed the DSP Cap.



**EXHIBIT C
TO MASTER WASTE SUPPLY AGREEMENT
FORM OF MUNICIPAL JOINDER AGREEMENT**

[Exhibit Attached to Original]



**EXHIBIT D
TO MASTER WASTE SUPPLY AGREEMENT
FORM OF SITE LEASE**

[Exhibit Attached to Original]

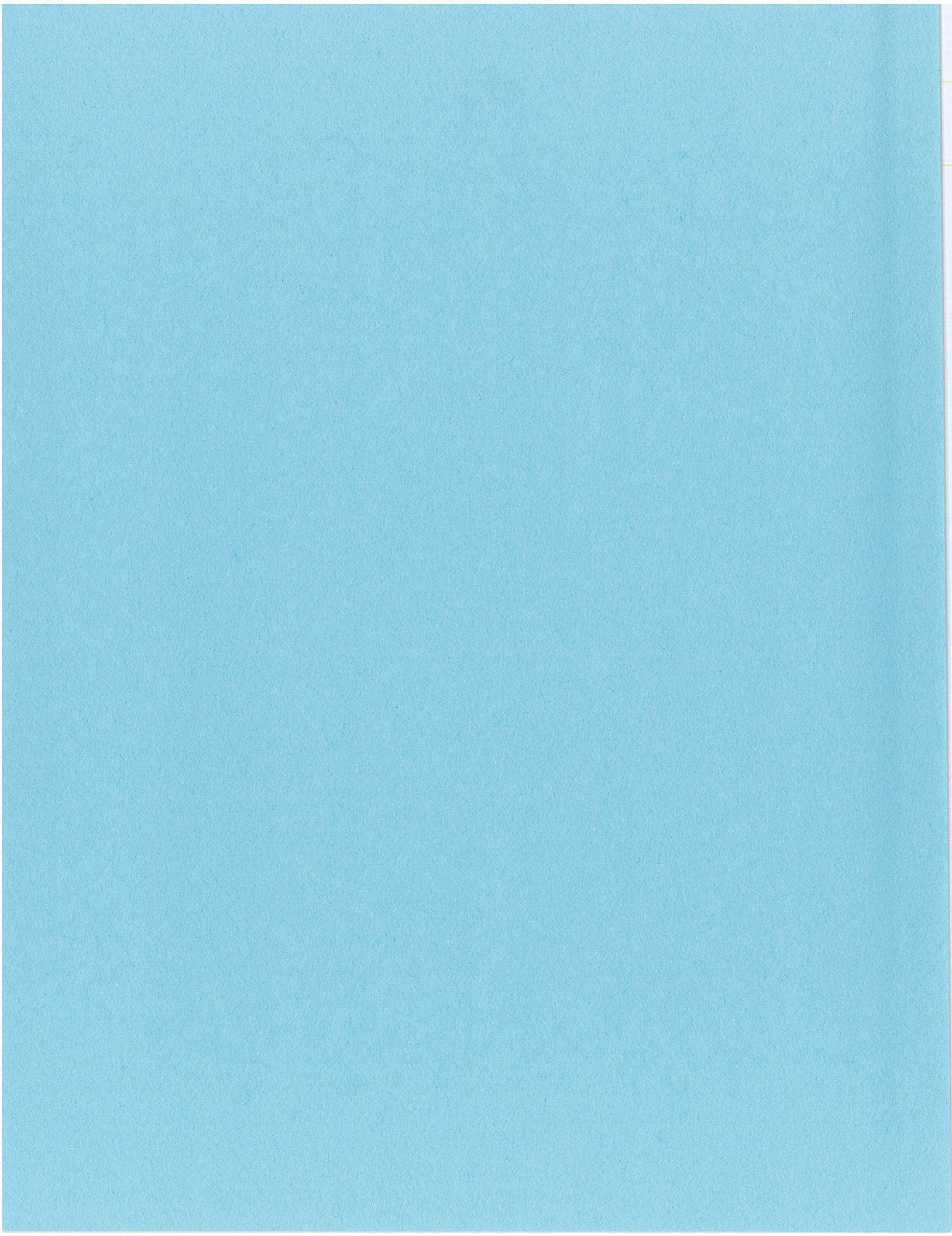


EXHIBIT E
TO MASTER WASTE SUPPLY AGREEMENT

Delivery Requirements

Every Hauler delivering waste to the Facility shall be required to comply with all federal, state and local laws, rules, regulations and ordinances applicable to vehicles transportation and to the transportation of solid wastes. All Haulers will also comply with these Delivery Requirements. The Company reserves the right to amend or clarify these Delivery Requirements from time to time.

Scheduling.

- All vehicles will be scheduled to arrive on the site during operating hours.
- Vehicles will not arrive or park at the facility before operating hours commence.
- Vehicles will depart from the facility on a timely basis after depositing their loads.

Designated Routes.

- All vehicles entering or leaving the facility shall do so via the access road, Cold Brook Road, and Maine state-routed or federal highways that include Interstate 95 and U.S. Routes 202 or 1A. Vehicles shall not travel on unlisted local roads and shall not deviate from designated routes.

Community Requirements.

- Observe all posted speed limits, signs and traffic control signals.
- Do not use engine (Jake) brakes on the access road or on Cold Brook Road.
- Ensure all loads are secured to prevent impacts from litter or fugitive odors.
- Ensure all vehicles are properly registered, licensed, tested and labeled in accordance with applicable requirements.
- Ensure all vehicles are properly maintained and kept in safe condition to enable safe driving and transport.
- Ensure all vehicles are kept clean as necessary to avoid unacceptable levels of fugitive odors.
- Ensure that all drivers are properly licensed and trained in the applicable tasks, have been provided a copy of these rules and have been instructed to ensure strict observance of these rules and all safety rules, regulations and routing.

Delivery.

- Haulers shall deliver Acceptable Waste to the Facility. Haulers shall ensure that drivers are trained in the definition of Acceptable Waste and are trained not to collect materials that are not included in the definition of Acceptable Waste.

- Haulers shall obey the instructions of facility personnel while on the Facility premises related to queuing positions, entrance into and egress from the facility, and positioning and location for the unloading process.
- Haulers shall allow the Company, in its sole discretion, to inspect the contents of any vehicle delivering MSW to the Facility in order to determine the presence of Unacceptable Waste, and the vehicle operator shall unload the contents as directed by the Company for inspection or the taking of samples.
- If any vehicle is found, by sampling or otherwise, to contain Unacceptable Waste, the Company may reject all or part of the delivery. In the event a delivery contains Unacceptable Waste, the Company shall have the right to re-load the Unacceptable Waste into the delivery vehicle. The Hauler shall then remove such Unacceptable Waste promptly from the Facility and make alternative arrangements for handling and disposal in accordance with Law and directives of any regulatory agency having jurisdiction at the sole cost and expense of such Hauler.

Identification.

- Haulers delivering materials on behalf of Joining Members shall provide the driver's name, hauler name and name of municipality or other source of materials being delivered to scale house personnel for the gate receipt.

Insurance.

- All Haulers must maintain insurance coverage at least at statutory levels for vehicle liability; commercial general liability for general aggregate and products coverage; and workers compensation and employer's liability coverage with policy limits per accident and per employee, in each case of not less than \$2.0 million.
- All Haulers must keep on file with the Company a currently valid certificate of insurance confirming the above coverages and naming the MRC and the Company as an additional insured.

Non-compliance with any of these rules may result in rejection or delay in servicing of the specific load and/or exclusion of the non-complying driver or vehicle from the facility. Offending drivers can be subject to verbal warnings, written warnings, and, if previously warned, to temporary or permanent ban from the facility.

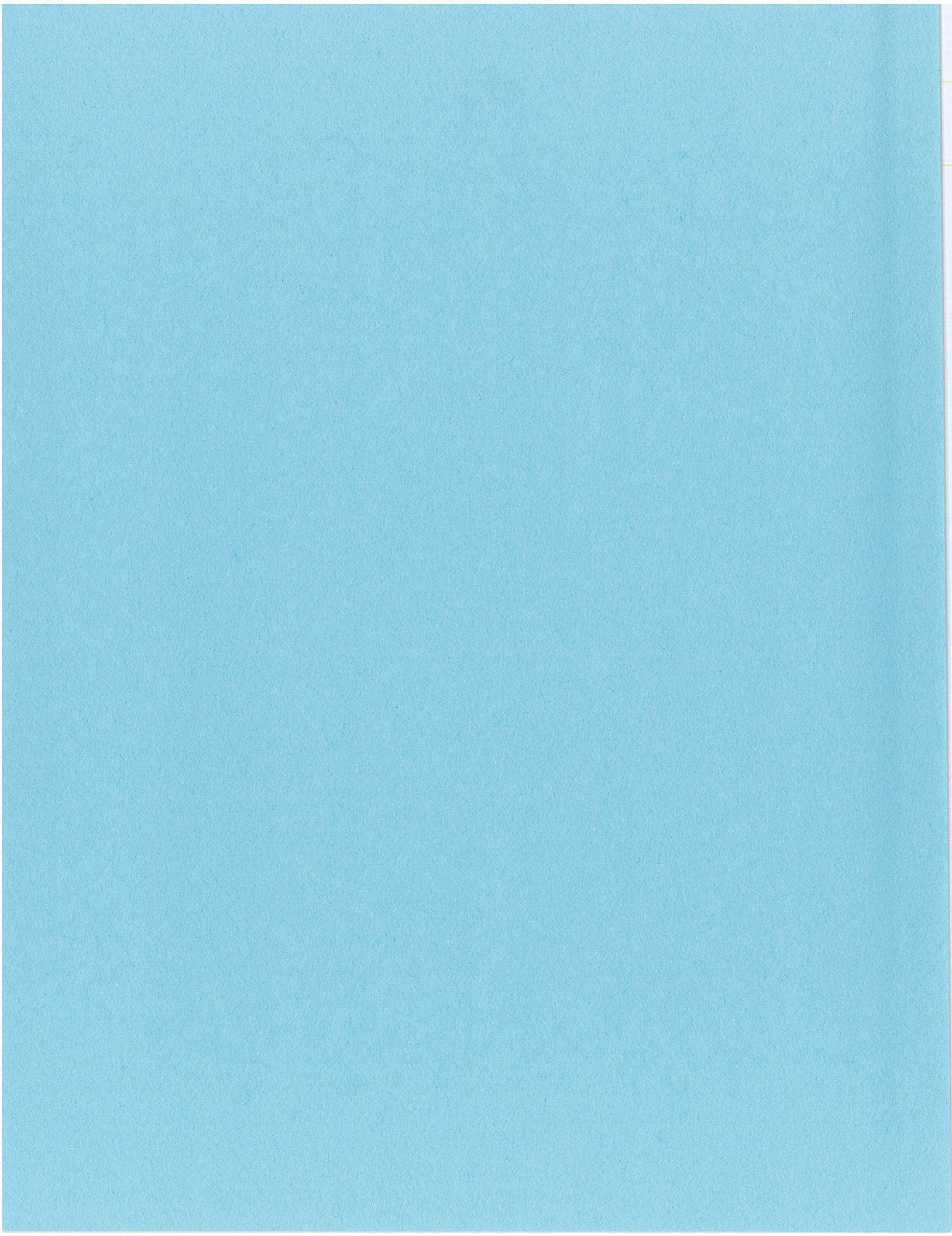


EXHIBIT F
TO MASTER WASTE SUPPLY AGREEMENT

Rebate Calculation

1.0 Calculation of Rebates on an Annual Basis. In accordance with Section 5.3 hereof, for each full Contract Year, the Company shall pay to the MRC for the use of Joining Members a Rebate determined in accordance with the following formula:

$$\text{Rebate}_{\text{contract year}} = A \times [\text{RevTF}_{\text{contract year}} - \text{RevTF}_{\text{baseline}}] + \\ B \times [\text{RevMP}_{\text{contract year}} - \text{RevMP}_{\text{baseline}}]$$

where: A = the portion of annual revenues from tip fees above the baseline, as defined below, to be rebated to the Joining Members.

$\text{RevTF}_{\text{contract year}}$ = revenues from tip fees for the Contract Year.

$\text{RevTF}_{\text{baseline}}$ = the baseline for sharing revenues from tip fees for the Contract Year

B= the portion of annual revenues from sales of recovered materials and products in excess of the baseline, as defined below, to be rebated to the Joining Members.

$\text{RevMP}_{\text{contract year}}$ = revenues from sales of recovered materials and products for the Contract Year.

$\text{RevMP}_{\text{baseline}}$ = the baseline for sharing revenues from sales of recovered materials and products for the Contract Year

provided that:

- (a) A shall have an initial value of [30] percent.
- (b) $\text{RevTF}_{\text{contract year}}$ shall be the amount of all revenues from tipping fees from any source that are realized and recorded on the Company's books in the Contract Year, in accordance with generally acceptable accounting principles, with a reasonable allowance for uncollectible amounts, which allowance shall be reconciled in each year

to account for actual amounts collected previously.

- (c) $RevTF_{baseline}$ shall be the product of (i) the Tipping Fee for such Contract Year, in dollars per ton, and (ii) 180,000 tons.
- (d) B shall have an initial value of [30] percent.
- (e) $RevMP_{contract\ year}$ shall be the amount of all revenues received from sales of recovered materials and products, including environmental attributes, but excluding tax credits) recorded on the Company's books in the Contract Year in accordance with generally acceptable accounting principles.
- (f) $RevMP_{baseline}$ shall be [\$5.825 million = \$5.700 million + 0.125 million] for the Contract Year that starts on the Commercial Operations Date and shall escalate thereafter during the Term to reflect any annual percentage change in the CPI on the same basis as changes due to escalation in the Tipping Fee per Section 5.1 of the Master Waste Supply Agreement.
- (g) The Rebate for the Contract Year shall not be less than zero.

2.0 Calculation of Rebates on a Quarterly Basis. In accordance with Section 5.3 hereof, after the close of each calendar quarter, the Company shall pay to the MRC for the accounts of Joining Members a Rebate determined in accordance with the formula set forth in Section 1.0, but modified as follows:

- (a) $RevTF_{contract\ year}$ shall be replaced by the amount of all revenues from tipping fees from any source that are realized and recorded on the Company's books for the calendar quarters in the Contract Year to date.
- (b) $RevTF_{baseline}$ shall be multiplied by, in any Contract Year, 25% for the first quarter; 50% for the second quarter; 75% for the third quarter and 100% for the fourth quarter of such Contract Year.
- (c) $RevMP_{contract\ year}$ shall be replaced by the amount of all revenues received from sales of recovered materials and products recorded on the Company's books for the calendar quarters in the Contract Year to date.
- (d) $RevMP_{baseline}$ shall be multiplied by, in any Contract Year, 25% for the first quarter;

{EP - 02066188 - v1 }

50% for the second quarter; 75% for the third quarter and 100% for the fourth quarter of such Contract Year.

- (e) The calculation of the Rebate for the last calendar quarter of any Contract Year that is a full calendar shall include a reconciliation adjustment as necessary to ensure that the amount of such Rebate is consistent with the calculation of the Rebate on an annual basis per Section 1.0 above.
- (f) The calculation of the Rebate for the last calendar quarter of any Contract Year that is not a full calendar year shall be appropriately pro-rated to account for the actual duration of such Contract Year.

3.0 Offsets against Rebate Payments. The Company may offset against any payment of Rebates the following amounts, which amounts must be included in the calculation of such Rebate provided to the MRC for review per Section 5.3 hereof, and which must be accompanied by evidence of payment and statements or records to substantiate the basis for eligibility to be included hereunder:

- (a) Delivery Sufficiency Payments per the direction of the MRC pursuant to Section 3.8 of the Master Waste Supply Agreement.
- (b) Costs for disposal of Residuals in excess of those anticipated per the original terms of the Residuals Agreement, provided that excess costs for disposal of Residuals cannot be offset against Rebate payments to the extent that the Residuals are (i) Hazardous Waste, Special Waste or Unacceptable Waste; or (ii) are provided in quantities that exceed 20 percent by weight of the Acceptable Waste accepted and processed at the Facility on an annual average basis, unless such exceedance is determined to be attributed to material deviations in the composition of the Acceptable Waste from data on MSW composition in Maine that was readily available prior to Financial Close. With any Rebate calculation that includes such an adjustment, Company shall demonstrate such determination by reference to (a) composition of recoverable materials and organics in the Acceptable Waste accepted during the period of the Rebate as compared to the assumed composition of Acceptable Waste as of the date of Financial Close; (b) levels of recoverable materials and organics in the Residuals during the period of the Rebate as compared to levels measured during the Performance Test; and (c) other performance data from the processing and recovery of

recoverable materials and organics included in deliveries of Acceptable Waste.

- (c) Costs for management of disposal and environmental clean-up and remediation that result from the delivery of Unacceptable Waste to the Facility, but excluding (i) such costs that can be attributed to and recovered from specific Joining Members or Haulers that are identified as having delivered such Unacceptable Waste to the Facility; (ii) insurance proceeds received from any source to offset any such costs; and (iii) for those costs that stem from a delivery of Unacceptable Waste to the Facility that cannot be attributed to any particular Joining Member or Hauler, and that were incurred despite the Company's compliance with reasonable operating procedures for inspection of incoming materials, the Company's pro rata share of such costs based on the proportion of material accepted from entities other than Joining Members during the period when such Unacceptable Waste was determined to be delivered.
- (d) Offsets carried over from prior Contract Years and not yet applied.
- (e) Other amounts payable by the MRC to the Company under the Agreements that are overdue and not in dispute.

4.0 Offsets in Excess of Rebate Payments. The Company and the MRC acknowledge that the availability of Rebates will depend on market conditions and facility performance levels that cannot be projected in advance with certainty, and that under certain adverse circumstances the total cost of an item that the Company is allowed to recover through offsets against rebates per Section 3.0 of this Exhibit might be significantly larger than the Rebates that would otherwise be paid to the MRC for the benefit of the Joining Members. In such circumstances:

- (a) The Company may use the costs associated with such circumstances as the basis for proposing alternative values for the Rebate Parameters per Section 5.0 below.
- (b) If a specific event has occurred that results in a potential offset of more than \$1.0 million, such event shall be treated as if it were an event of Force Majeure and addressed accordingly in the Site Lease and in the Master Waste Supply Agreement.

5.0 Changes in Rebate Parameters. The Company and the MRC acknowledge that the initial values for the parameters designated above as A, $RevTF_{baseline}$, B and $RevMP_{baseline}$ (together, the Rebate Parameters) were been determined in good faith to share the value of revenues in excess of baseline values, and to do so between the Joining Members and the Company on a

fair and reasonable basis, but in advance of detailed knowledge of the actual composition of the Acceptable Waste that would be accepted and processed by the Facility. In this context, the Company and the MRC hereby agree on the following process for reconsideration of the Rebate Parameters.

- (a) Prior to the date of Financial Close, the Company shall prepare a pro forma economic analysis of the anticipated operations of the Facility through the Initial Term of this Agreement which shall incorporate the values for the Rebate Parameters set forth herein (the Closing Pro Forma).
- (b) Either the Company or the MRC shall have the opportunity to propose alternative values for the Rebate Parameters by providing notice to the other party before any of the following dates: October 1, 2019; the fourth, ninth or fourteenth anniversary of the Commercial Operations Date; or the third anniversary of the commencement of any Extension Term. Such notice shall include an updated version of the Closing Pro Forma that incorporates the proposed values of the Rebate Parameters, as well as other changes to projected revenues and costs that can be attributed to either (i) material deviations in the composition of the Acceptable Waste from data that was readily available prior to Financial Close; or (ii) changes in market conditions that were unforeseeable as of the Financial Close. Such notice shall further indicate why the proposed values of the Rebate Parameters, assuming actual revenues from tipping fees and sales of recovered materials and products at the baseline values, would be anticipated to (x) achieve a project return on invested capital for Fiberight of not more than (ten) percent ; and (y) might reasonably be projected to achieve a net disposal cost to the Joining Members equivalent to \$57 per ton as escalated with CPI from the first year of commercial operation. The Company shall provide such information to the MRC timely on request as might be needed by the MRC to prepare any such notice.
- (c) Either party receiving a receipt of a notice to change the Rebate Parameters shall proceed promptly to review such notice and supporting materials in good faith with the objective of either accepting or disputing the proposed changes within 60 days of receipt.
- (d) Proposals to change the Rebate Parameters, if accepted by the other party, shall go into effect as follows: on January 1, 2020 if received by October 1, 2019; on the fifth, tenth or fifteenth anniversary of the Commercial Operations Date if received, as applicable,

on the fourth, ninth or fourteenth anniversary of the Commercial Operations Date; or as of the start of any Extension Term if received by the third anniversary of the Initial Term or prior Extension Term, as applicable. Disputes shall be addressed through the dispute resolution process.

TAB

Site Lease Agreement: Summary of Terms and Conditions
Prepared by the Municipal Review Committee, Inc., January 2016

The Site Lease Agreement between the MRC and Fiberight sets forth the rights and responsibilities of the MRC as the owner of the property where the Fiberight facility will be constructed and operated, and Fiberight as the tenant responsible for facility construction and operation, all while protecting and insulating the Joining Members from risks. The Site Lease would also be signed by the MRC, but would not be signed by the individual Joining Members; however, the terms and provisions of the Site Lease Agreement are linked to and referenced by certain terms of the Joinder Agreement. Key terms and conditions of the Site Lease Agreement can be summarized as follows:

- Initial term: 15 years with five 5-year extensions at option of Fiberight, provided that MRC can terminate if sufficient Joining Members do not extend their Joinder Agreements.
- MRC obligations: Develop road access and utility infrastructure to serve the site.
- Fiberight obligations: Design, construct, bring into commercial operation, operate and maintain the facility on the site. Comply with all permits and requirements for permitted uses. Avoid nuisance impacts.
- Commercial operation: Will occur when the Fiberight facility passes a performance test. Scheduled date for commercial operations is April 1, 2018.
- MRC oversight. In addition to its rights as the site owner, the MRC has oversight rights over operations, MSW supply, and significant changes in the nature of the business.
- Out-of-state MSW. Acceptance of out-of-state MSW is not a permitted use of the site.

The following matrix provides a more detailed summary of the contractual provisions in each of the sections of the Site Lease Agreement. This matrix is provided for summary and reference purposes only and is not intended to be a substitute or replacement in any way for the full language of the Site Lease Agreement. The language of the full Site Lease Agreement shall take precedence in the event of any apparent conflict in interpretation with this summary.

<i>Section</i>	<i>Description</i>
Parties	To be signed by the MRC (Landlord) and Fiberight, LLC (Tenant)
1.0 Definitions	Key terms include Change in Law and Force Majeure.
2.0 Description	MRC leases the site to Tenant, which will own the facility. Lease rights address stormwater management, access road, easements, etc.
3.0 Term	Initial term is 15 year from the start of commercial operations Tenant can extend the Agreement three times for 5 years each with 18 months' notice before the end of any term Even if Tenant wants to extend, MRC can terminate on 9 months'

	<p>notice if sufficient Joining Members do not extend such that the Estimated Delivery Amount would be below 150,000 tons per year, provided that MRC either (a) buys the building from Tenant; or (b) sells the property to Tenant, in either case at the prices set forth in Exhibit C.</p>
4.0 Rent, Access and Services	<p>Tenant pays Rent per Exhibit D MRC builds the access road and extends water supply and sewer service Tenant connects to those services on the site and arranges all other services</p>
5.0 Quiet Possession	<p>Tenant has right of quiet enjoyment Tenant will keep tax incentives and environmental attributes that it creates Tenant will keep the site in the condition it is in as of the Effective Date and assumes all related risks of its activities on the site. Tenant will acquire and comply with all permits and licenses. The Landlord can enforce this provision even if the Maine DEP does not act. Tenants will not create nuisances, will provide a means for the public to report nuisances and will respond promptly diligently. The Landlord can enforce this provision. The Landlord has inspection rights The Tenant has 24/7 access rights The Tenant will coordinate with first responders regarding emergencies</p>
6.0 Facility Development	<p>The Tenant will cause the Construction Date to occur by January 1, 2017. Tenant will be responsible for all facility design, development and construction, but not for the site and access road and water supply and sewer services, which will be developed by the Landlord The Tenant will allow the Landlord to provide non-binding comments on permit applications and designs The Tenant will provide the Landlord with periodic reports The Tenant will provide the Landlord notice of the Construction Date</p>
7.0 Facility Construction	<p>The Tenant will construct the Facility and cause the Commercial Operation Date to occur by April 1, 2018, subject to stated reasons for delay The Landlord will construct the access road and infrastructure by stated dates subject to stated reasons for delay Stated reasons for delay can justify delays in the Commercial Operation Date The Tenant and Landlord will keep an updated construction schedule to monitor delays and impacts on the Commercial Operation Date The Tenant will conduct a Performance Test to demonstrate to the Landlord that it has achieved the Commercial Operation Date.</p>
8.0 Facility operation	<p>The Tenant will operate and maintain the Facility The Tenant will send residual materials to the landfill per the Residuals Agreement The Tenant will keep records of operation, provide reports to the Landlord, and communicate with the community</p>

	The Landlord will arrange for maintenance of the access road
9.0 Capital Improvements	The Tenant can make Capital Improvements to the Facility The Landlord can review and make non-binding comments on the Capital Improvements The Site Lease and other agreements will be updated if necessary to reflect the improvements
10.0 Assignments; Transfers; Bankruptcy	The Tenant cannot assignment the Site Lease without consent of the Landlord. Fiberight itself must be involved through commercial operation and assignment is not allowed unless a qualified successor is offered Bankruptcy can be a breach of the Site Lease
11.0 Notices	Provides for notices
12.0 Taxes and Assessments	Tenant responsible for taxes on the leased premises and improvements
13.0 Liens	Tenant keeps clear and free of liens
14.0 Indemnification	Mutual
15.0 Insurance	Adequate amounts required
16.0 Right of First Offer	If the Landlord wants to sell, Tenant has first right to buy
17.0 Force Majeure	MRC and Tenant will work together to monitor Changes in Law and condemnation and avoid adverse actions Obligations can be suspended for a Force Majeure Event if outside the reasonable control of either party per the definition The affected party will develop a Force Majeure Plan regarding impacts on obligations and costs for approval by the other If the Plan is (ultimately) accepted, it goes into effect If rejected, and agreement cannot be reached, or if the Force Majeure event cannot be cured, then either party can terminate. If MRC terminates, then MRC must either (a) buy the building from tenant; or (b) sell the property to Tenant, in either case at the price set forth in Exhibit C If Tenant terminates, it must leave and vacate the premises in 90 days
18.0 Defaults and terminations	Limited and subject to specific performance (a party can get a court to order the other party to comply rather than terminate the Site Lease) Agreement terminates unless commercial operation is reached by January 1, 2020, as extended by any Excused Delay Period
19.0 Investor Rights	If Fiberight does not fulfill its obligations, its investors can step in to fulfill those obligations. The MRC will notify the investors of Fiberight defaults.
20.0 Reserved	The parties each waive subrogation
21.0 Waiver of Subrogation	Standard
22.0 Memorandum of lease	Standard
23.0 Environmental	Tenant covenants not to unlawfully release Hazardous Waste and shall

	remediate in such event
24.0 Waiver	
25.0 Dispute resolution	Disputes can be resolved by arbitration.
26.0 Miscellaneous	Standard provisions
Signatures	MRC and Fiberight
Exhibit A	Property description
Exhibit B	Facility description
Exhibit C	Building and Property Value
Exhibit D	Lease Consideration
Exhibit E	Reporting Requirements
Exhibit F	Form of Memorandum of Lease

SITE LEASE

This Site Lease (the "*Site Lease*" or "*Lease*") is made and executed on this ___ day of _____, 2016 (the "*Effective Date*"), by and between the Municipal Review Committee, a Maine nonprofit corporation with offices at 395 State Street, Ellsworth, Maine 04605 (the "*MRC*" or "*Landlord*") and FIBERIGHT, LLC, a Delaware limited liability company with offices at 1450 South Rolling Road, Baltimore, Maryland 21227 ("*Fiberight*" or "*Tenant*").

WHEREAS, the Landlord is or will be on or before the Effective Date the owner of a certain lot or parcel of land containing approximately 90 acres located on the easterly side of the Coldbrook Road in Hampden, Maine, in substantially the same location and configuration as generally depicted on **Exhibit A**, and bounded northeasterly by land and/or easements now or formerly of Emera Maine (formerly Bangor Hydro Electric Company), bounded southerly and southwesterly by land now or formerly of H.O. Bouchard, Inc., and bounded northerly by the centerline of a private road leading from Coldbrook Road to the northeasterly corner of the Property in substantially the same location as depicted on **Exhibit A** (the "*Property*"); and

WHEREAS, the Landlord and the Tenant have entered into a Development Agreement dated February 4, 2015 (the "*Development Agreement*") pursuant to which Fiberight proposes to develop, construct, maintain and operate on the Property a municipal solid waste processing facility (the "*Facility*"), as more particularly described in **Exhibit B**; and

WHEREAS, the Landlord and the Tenant have entered into a Master Waste Supply Agreement as of December ___, 2015 setting forth the terms on which members of the MRC will deliver waste to the Facility for processing; and

WHEREAS, the Landlord has entered into Joinder Agreements with Joining Members pursuant to which each Joining Member has agreed to deliver waste to the Facility pursuant to the Master Waste Supply Agreement; and

WHEREAS, the Tenant has determined that such Joinder Agreements will assure delivery of a sufficient quantity of waste to the Facility in order for the Tenant to proceed with financing and construction of the Project; and

WHEREAS, the Tenant and the Landlord are sufficiently advanced in the permit acquisition process to allow the Project to proceed and, accordingly, wish to enter into this Lease as contemplated by the Development Agreement; and

WHEREAS, the Board of Directors of the Landlord and the duly authorized managers of the Tenant have each approved the execution and delivery of this Lease; and

WHEREAS, the Parties acknowledge that the Tenant's use of the Property and the Leased

Premises is to be at all times subject to terms and conditions imposed by applicable law or regulation including, without limitation, rules and regulations of the Town of Hampden, Maine, and the Maine Department of Environmental Protection;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, and other good and valuable consideration each to the other paid, receipt of which hereby is acknowledged, the parties hereby agree as follows:

SECTION 1.0 DEFINITIONS

Capitalized terms when used herein shall have the meanings set forth below:

"Affiliate" means a person or entity controlled by, or under common control with, another person or entity.

"Capital Improvements" means alterations, improvements and changes to the Facility other than those considered normal maintenance or equipment replacement and which either (i) cause a material change in the process flow for the Facility as described in **Exhibit B**, (ii) have a material impact on Facility performance or compliance capability, or (iii) trigger a need for a modification to any of the Facility Permits

"Change in Law" means any of the following that has, or could reasonably be anticipated to have, a material affect on the rights or obligations of a party under this Agreement: (a) the adoption, modification, promulgation or interpretation after the date of the Financial Close of any federal, state or local statute or regulation or ordinance relating to the Facility or the Project Site that is inconsistent with and more stringent than what was in effect on the Financial Close; (b) the imposition after the date of the Financial Close of any material new condition or requirement in connection with the issuance, renewal, or modification of any governmental permit, license or approval relating to the Facility or the Project Site that is inconsistent with and more stringent than what was in effect as of the Financial Close or that had been agreed to in any application of the Tenant or Landlord for official permits, licenses or approvals that was pending as of the date of the Financial Close; (c) a condemnation or taking by eminent domain having a material adverse effect on the Property or the Facility; or (d) an order or judgment of any federal, state or local court, administrative agency or governmental body relating to the Facility or the Project Site that is inconsistent with and more stringent than the law or any legal requirement in effect as of the date of the Financial Close; provided that changes in federal or state tax laws or tax credits or incentives shall not be construed as a Change in Law.

"Commercial Operation Date" has the meaning set forth in Section 7.4.

“Construction Access Date” has the meaning set forth in Section 7.2.

“Construction Date” has the meaning set forth in Section 6.

“Contract Year” shall mean the twelve (12) month period that begins on the first day of the calendar month that immediately follows the Commercial Operation Date and each twelve (12) month period thereafter, provided that the last Contract Year shall end as of the date of termination of this Site Lease.

“Development Agreement” means the Development Agreement between the Landlord and the Tenant dated February 4, 2015.

“Effective Date” means the date of this Lease as set forth in the Preamble.

“Environmental Attributes” shall include renewable identification number products (RINs), carbon emissions offsets or greenhouse gas reduction credits, renewable energy certificates associated with the production of electricity or other products from biogas, and similar products whose value is created by the processing of solid waste or production of biogas or other products at the Facility.

“Environmental Laws” has the meaning set forth in Section 23.

“Event of Default” has the meaning set forth in Section 18.

“Excused Delay Period” means the period of delay, if any, in achieving the Commercial Operation Date beyond April 1, 2018 attributable to delays not under the control of the Tenant, including delays in the Construction Access Date and the Infrastructure Completion Date as described in Section 7.2 hereunder, or delays in the supply of Acceptable Waste for the Performance Test as described in Section 7.4 hereunder, but excluding performance of subcontractors and equipment suppliers not deemed due to Force Majeure.

“Extension Term” has the meaning set forth in Section 3.

“Facility” has the meaning set forth in the Preamble.

“Facility Permits” means permits, approvals, licenses and directives applicable to the Facility issued by federal, state or local government authorities pursuant to applicable law, rule or regulation.

“Financial Close” has the meaning set forth in Section 6.5.

“First Responders” has the meaning set forth in Section 5.8.

{EP - 02066197 - v1 }

SITE LEASE

“Force Majeure” means any unforeseeable act, event or condition occurring after the Effective Date that has had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of either party under this Agreement or on the Facility, the Property or the Infrastructure or on the construction, ownership, possession or operation of the Facility, the Property or the Infrastructure, provided that such act, event or condition (a) is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement; (b) is not the result of willful or negligent action, inaction or fault of the party relying thereon; and (c) which, by the exercise of reasonable diligence, such party is unable to prevent or overcome.

Acts, events or conditions of Force Majeure shall include, without limitation; (i) acts of God, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, high-water washouts, and extraordinary storms (but excluding reasonably foreseeable weather conditions); (ii) a strike, work slowdown or similar industrial or labor action not exclusive to the Facility (iii) acts of the public enemy, wars, blockades, insurrections, riots, arrests and restraints by governments, civil disturbances, sabotage, and acts of terrorism or similar occurrences; (iv) catastrophic events such as explosions, breakage or accident to machinery or lines of pipe caused by the foregoing; (v) condemnation or taking by eminent domain of the Property or the Facility, in whole or in part, and (vi) a Change in Law. Force Majeure shall not include changes in market conditions for the supplies to or products of the Facility, and shall not include changes in the cost of the supplies, materials or labor needed to construct or operate the Facility, or that reduce the profitability of the Facility, unless specifically attributable to a specific Force Majeure event that affects the non-performing party as enumerated above.

“Force Majeure Plan” means a plan developed in compliance with the requirements of Section 17.3.

“Hazardous Materials” has the meaning set forth in Section 23.

“Incurable Lease Defaults” has the meaning set forth in Section 18.1.

“Indemnified Parties” has the meaning set forth in Section 14.1.

“Infrastructure” means the access road to be constructed from Coldbrook Road to the Project Site and water and sewer lines constructed to serve the Project Site

“Infrastructure Completion Date” has the meaning set forth in Section 7.2.

“Initial Term” has the meaning set forth in Section 3.

"Investor" means any person or entity identified by the Tenant as holding an equity interest in the Tenant entitling such holder to an interest in profits of not less than 25%.

"Joining Member" means a municipality or other entity that has entered into a Joinder Agreement with the MRC pursuant to which it is obligated to deliver waste to the Facility for processing under the Master Waste Supply Agreement.

"Landlord" has the meaning set forth in the Preamble hereof.

"Law" means a federal, state or local statute, ordinance, regulation, rule or order issued by a governmental authority with jurisdiction over its subject matter.

"Lease" or **"Site Lease"** means this site lease.

"Leased Premises" has the meaning set forth in Section 2 and **Exhibit A**.

"Master Waste Supply Agreement" means the Master Waste Supply Agreement entered into by the Landlord and the Tenant dated [December 31, 2015] pursuant to which Joining Members will deliver waste to the Facility for processing or any successor agreement.

"MSW" means municipal solid waste.

"Out-of-State Waste" means MSW generated outside of the State of Maine.

"Performance Standards" means the standards referenced in Section 7.4.

"Performance Test" means the test described in Section 7.4.

"Permitted Uses" has the meaning set forth in Section 2 hereof.

"Pre-Construction Condition" means the physical and environmental condition of the Leased Premises on the Effective Date.

"Project Site" has the meaning set forth in Section 2 and **Exhibit A**.

"Property" has the meaning set forth in the Preamble.

"Property Permits" has the meaning set forth in Section 5.

"Related Entity" has the meaning set forth in Section 10.3.

“**Rent**” has the meaning set forth in Section 4 and **Exhibit D** hereof.

“**Substantial Damage**” has the meaning set forth in Section 23.

“**Tax Incentives**” means credits, deductions, rebates or other measures granted by a taxing authority which have the effect of reducing the taxes or assessments which otherwise would be imposed on the Tenant or its Affiliates, business partners or other entities that would realize the benefits of such incentives; the Leased Premises; or the Project; by such taxing authority.

“**Tenant**” has the meaning set forth in the Preamble hereof.

“**Tenant Permits**” has the meaning set forth in Section 6.

“**Tenant’s Work**” has the meaning set forth in Section 7 and **Exhibit B**.

“**Term**” has the meaning set forth in Section 3.

SECTION 2.0 DEMISE; DESCRIPTION OF THE LEASED PREMISES; PERMITTED USES

The Landlord leases to Tenant, and Tenant leases from the Landlord, that portion of the Property depicted in **Exhibit A** attached hereto (the “**Project Site**”), together with appurtenant rights thereto, to be used in common with others including the Landlord, (i) to use the private road leading from Coldbrook Road to the Project Site shown on said plan and described in **Exhibit A** to access the Project Site and for all other purposes for which public ways may now or hereafter be used, (ii) to drain stormwater from the Project Site and the private road identified in subsection (i) above and to tie into stormwater facilities, poles, wires, utilities, utility extensions and interconnections, metering facilities, management facilities, and other similar equipment, lines, facilities and items on the Property, all as further shown on the aforesaid plan, and (iii) to install, construct, use, repair, maintain, replace and relocate from time to time additional cables, conduits, pipes, pumps, poles, wires, utilities, utility extensions and interconnections, metering facilities, management facilities, and other similar equipment, lines, facilities and items on the Property, in each case on the portions of the Property more particular shown on the plan referenced in and described in **Exhibit A** (such locations identified in subsections (i), (ii) and (iii) above, together with Project Site, the “**Leased Premises**”). The Leased Premises are demised for the purposes of permitting, constructing, operating, and maintaining the Facility described on and generally in accordance with **Exhibit B** (the “**Permitted Uses**”). The Tenant shall own the Facility, which shall be and remain the personal property of the Tenant, and it shall

not become a fixture on the Leased Premises. Only the Leased Premises shall be leased. Subject to the provisions below, Landlord shall prepare and execute a Certificate of Personalty to this effect in recordable form reasonably acceptable to the parties.

Notwithstanding the foregoing lease of rights at subsections (i), (ii) and (iii) above, the Tenant acknowledges and agrees that it is Landlord's intention that the private road referred to above will be accepted by the Town of Hampden as a public way and, upon such acceptance, any private rights granted above that are included within any such acceptance are automatically terminated and the Landlord reserves the right to relocate or remove any appurtenances and improvements referred to above if a) required by the Town of Hampden and b) those services provided by or addressed by such appurtenances and improvements are otherwise substantially available to Tenant.

SECTION 3.0 TERM

3.1 Term. The initial term of this Site Lease shall commence on the Effective Date and shall continue through the later of April 1, 2033, or the fifteenth (15th) anniversary of the Commercial Operation Date (the "Initial Term") unless otherwise terminated in accordance with its terms. Subject to the limitations in Section 3.2 below, the Tenant shall have the right to extend the Lease on the same terms and conditions for up to five (5) consecutive periods of five (5) years each (each an "Extension Term," and together with the Initial Term, the "Term") by written notice to the Landlord exercising such right to an Extension Term, which notice shall be given by the Tenant no later than eighteen (18) months prior to the expiration of the then current Term, provided that Tenant shall provide notice to Landlord at the same time of a parallel extension of the Master Waste Supply Agreement. Upon timely exercise of each right to extend, the Term shall be automatically extended, provided that there is no then existing Event of Default on the part of the Tenant under this Lease at either the time of the Tenant's exercise of its right to extend the Term or the commencement of the applicable Extension Term. In the event that the Tenant elects not to extend the Term, then, upon expiration of the Term without further extension, the Tenant shall have not more than 180 days to remove all of the Tenant's equipment and personal property from the Property, leaving no further condition requiring remediation in order to comply with applicable law, permits or regulation; provided that the Tenant has left no further condition requiring remediation for compliance with applicable law, permits and regulations, and court and administrative orders, title to the building shall pass to the Landlord. If such a condition does exist, the Tenant shall proceed diligently and at its own cost to remediate such condition to the extent required in order to bring the Property into compliance with applicable law, permits and regulations. Unless the Landlord elects to take title sooner, title to the building and fixtures shall remain in the Tenant until completion of such remediation whereupon it shall pass to the Landlord. The Tenant agrees to execute and deliver such

{EP - 02066197 - v1 }

SITE LEASE

instruments of transfer as may be necessary or appropriate to pass title to the Landlord. Tenant shall cause to be performed, at its sole expense, such environmental site assessments as Landlord may reasonably require in order to provide assurance to Landlord that any conditions on the Property requiring remediation have been remediated to the extent required in order to bring the Property into compliance with applicable law, permits and regulations.

3.2 Right to Terminate. Notwithstanding receipt of a notice from Tenant exercising a right to an Extension Term, in the event that Joining Members have provided termination notices to the MRC under their Joinder Agreements such that the sum of the Estimated Delivery Amounts (as defined in the Waste Supply Agreement) of the Joining Members that have not provided notices would be less than 150,000 tons, then, provided that the Landlord is not in default hereunder, the Landlord shall have the right at the end of the Initial Term, or any Extension Term, to terminate this Agreement by written notice to the Tenant, which notice shall be given not later than eight (8) months prior to the expiration of the then current Term. In order to be effective, such notice of termination shall be accompanied by both of the following offers:

(a) An offer from Landlord to Tenant to purchase the building constructed by Tenant on the Project Site at the price and on the terms set forth for such sales in **Exhibit C** as of the date of termination. In the event that Tenant accepts such offer, Landlord and Tenant shall proceed in good faith to close such sale as soon as possible subject to customary terms and conditions. Unless agreed otherwise, Tenant shall remove all of Tenant's equipment and personal property from the Property and shall take such actions as may be necessary or appropriate in order to bring the Project Site into compliance with applicable law, permits or regulation, and court or administrative orders, prior to the effective date of termination on a schedule to be agreed upon by Landlord and Tenant. Tenant shall cooperate with the transfer of any applicable Facility Permits to Landlord, to the extent that they are transferable, and would survive the termination of the Site Lease and the removal of Tenant's equipment and property from the Property, and shall cooperate with such other arrangements as are necessary or appropriate for the transfer of the ownership of the building from the Tenant to the Landlord; or

(b) An offer from Landlord to Tenant to sell the Property to Tenant at the price and on the terms set forth for such sales in **Exhibit C** as of the date of termination. In the event that Tenant accepts such offer, Landlord and Tenant shall proceed in good faith to close such sale as soon as possible subject to customary terms and conditions. Unless otherwise agreed, Landlord shall remove all of Landlord's equipment and personal property from the Property by the date of termination on a schedule to be agreed upon by Landlord and Tenant, shall cooperate with the transfer of any applicable Facility Permits to Tenant to the extent that they are transferable and would survive the termination of the Site Lease and the removal of Landlord's equipment and property from the Property. Landlord shall cooperate with such other arrangements as are necessary or appropriate for the transfer of the ownership of the Property from the Landlord to

the Tenant. In the event Tenant does not accept such offer, then, as of the date of termination, provided that Tenant has left no further condition requiring remediation for compliance with applicable law, permits or regulation, Tenant will be deemed to have abandoned the building, title of which shall pass to the Landlord; provided, however, that if such a condition does exist, the Tenant shall proceed diligently and at its own cost to remediate such condition to the extent required in order to bring the Property into compliance with applicable law, permits and regulations. Unless the Landlord elects to take title sooner, title to the building and fixtures shall remain in the Tenant until completion of such remediation whereupon it shall pass to the Landlord. The Tenant agrees to execute and deliver such instruments of transfer as may be necessary or appropriate to pass title to the Landlord.

3.3 Survival. The terms of this Section 3.0 shall survive termination of this Agreement.

SECTION 4.0 RENT, ACCESS AND SERVICES

4.1 Rent. The Tenant shall pay the Rent and all other sums required to be paid by the Tenant under this Lease in the amounts, at the times, and in the manner provided in this Lease, and shall keep and perform all the terms and conditions on its part to be kept and performed hereunder. Except as otherwise specifically provided in this Lease, the Tenant shall not offset payments of Rent owed to the Landlord against any payments Landlord might owe Tenant. The Landlord and Tenant acknowledge and agree that the payments of Rent and other consideration for this Lease shall be as set forth in Exhibit D attached hereto.

4.2 Included Landlord Rights and Services. The Landlord shall provide to the Tenant with the following access and services on an ongoing basis, at the sole cost of the Landlord:

(a) an access road to be constructed by or on behalf of Landlord over an easement providing access from Coldbrook Road to the Leased Parcel until such time as the access road is accepted by the Town of Hampden as a public way;

(b) access to [electric power], water supply and sewer to be constructed by or on behalf of the Landlord or by a municipal authority running from Coldbrook Road or the Ammo Industrial Park to the Project Site;

(c) reasonable use of the Property outside the Leased Premises, not otherwise leased to a third party or developed or utilized by Landlord, on a temporary basis during construction of the Facility, as may be needed from time to time during such construction period, but only for Permitted Uses and only with Landlord's prior approval which shall not be unreasonably

withheld;

(d) maintenance and plowing of the access road leading from the public way to the Project Site until such road is accepted by the Town of Hampden as a public way.

4.3 Excluded Services. The Tenant shall be responsible for making its own arrangements for installation, connection and purchasing of the following utilities and services, if and as needed, and the Landlord shall cooperate with the Tenant's efforts for making such arrangements as are reasonably required:

(a) electricity service and implementation of an electrical interconnection with the Emera Maine electric distribution system;

(b) natural gas service and implementation of an interconnection with a natural gas distribution system;

(c) telephone service; and

(d) internet service.

**SECTION 5.0
QUIET POSSESSION: LANDLORD RIGHT OF ENTRY;
TENANT RIGHT OF ACCESS**

5.1 Covenant of Quiet Enjoyment. The Landlord covenants that the Landlord has full right to make and enter into this Lease and that, subject to any rights of others lawfully entitled to use easements appurtenant to the Project Site, the Tenant shall have quiet and peaceable possession of the Leased Premises during the Term of this Lease free from interference by any party claiming by, through or under the Landlord, so long as the Tenant pays the Rent and observes and keeps the covenants of this Lease on its part to be kept. The Landlord reserves for itself, its agents and employees the right to enter and inspect the Leased Premises and the Facility subject to the provisions of this Lease.

5.2 Tax Incentives and Environmental Attributes. The Landlord acknowledges that all Tax Incentives and Environmental Attributes created as a consequence of the financing, construction or operation of the Facility by or on behalf of Tenant or its Affiliates shall belong solely to the Tenant.

5.3 Condition of Premises. The Tenant accepts the Leased Premises in the same condition in which they or any part thereof are as of the Effective Date, and except as otherwise provided in

{EP - 02066197 - v1 }

SITE LEASE

this Lease, waives all rights to object to the condition thereof and assumes all risks in connection therewith, without any representation or warranty, express or implied, in fact or in law, including but not limited to the suitability or fitness of the Project Site, Leased Premises or Property for Tenant's intended use, on the part of the Landlord other than as expressly set forth herein, and without recourse against the Landlord; provided, however, that Landlord shall be responsible for any remediation required by Law of a condition on the Leased Premises existing as of the Effective Date. The Tenant affirms that it has conducted its own due diligence with respect to the Leased Premises and is relying on its own judgment and not on any representations of the Landlord whether express or implied.

5.4 Facility Permits. The Tenant acknowledges that operation of the Facility is subject to applicable law, to regulation by federal, state and local government authorities and to permits, approvals, licenses and directives pertaining to such facilities (collectively, the "Facility Permits"). The Tenant covenants that the operation of its Facility and its use of the Leased Premises will not violate the terms of the Facility Permits, and that the Landlord has the right hereunder to ensure that the Facility and the Tenant's activities conducted on the Leased Premises are operated in compliance with the Facility Permits.

5.5 Environmental and Nuisance Impacts. The Tenant shall use reasonable efforts to operate and maintain the Facility in a manner that minimizes potential adverse environmental and nuisance impacts upon residents of the surrounding areas, which efforts shall include, without limitation, the following:

(a) The Tenant shall utilize measures to minimize and control fugitive odors and shall not allow production of objectionable odors that exceed ambient levels in violation of Law.

(b) The Tenant shall not allow the Facility to produce noise that exceed ambient levels as measured or detected at or outside the borders of the Property in violation of Law.

(c) Vehicular access to the Facility shall be restricted during non-delivery hours.

(d) The Leased Premises shall be kept reasonably free of waste and other debris other than in designated indoor waste delivery locations.

(e) Driveways and other roads on the Leased Premises shall be kept in good order and repair and relatively free of litter.

The Tenant shall maintain and publicize a means for residents of nearby areas to contact the Facility to report the occurrence of any potential adverse environmental or nuisance impacts. The Tenant shall respond promptly to all such reports and shall act diligently to address and make

efforts to mitigate such impact that are reasonable under the circumstances. The Tenant shall keep a log of the date, time and nature of all such contacts and responses, and shall provide the log to the MRC on request and on a regular basis. Notwithstanding the foregoing, the Tenant shall not be deemed to be in breach of this Lease so long as it is operating the Facility in full compliance with applicable Law.

5.6 Inspection Rights. The Tenant shall permit the Landlord, its agents, invitees and employees to enter into and on the Leased Premises at all reasonable times and upon reasonable prior notice, provided such notice is no less than twenty four (24) hours in advance, for the purpose of inspecting the Leased Premises and enforcing the obligations and requirements set forth in this Lease or under applicable law with respect to the construction, operation, maintenance or removal of the Facility and Tenant's use of the Facility, the Leased Premises and the Property; provided, however, that the Landlord shall not be permitted to access secure or restricted areas within the Leased Premises unless accompanied by a representative of the Tenant. The Landlord shall comply with all reasonable requirements of the Tenant for protection of health and safety during such entry and inspections. The Tenant shall cooperate fully with such inspections, which shall not interfere unreasonably with the Tenant's operation of the Facility or fulfillment of other obligations under the Lease.

5.7 Access. The Tenant and its employees shall be allowed 24-hour access to the Leased Premises, on each day of the Term, subject to compliance with the requirements of this Lease and applicable law.

5.8 Emergency Access. In coordination with the police and fire departments, and other emergency responders (together, "First Responders") that serve the Property, the Tenant shall develop and maintain a plan for continuous timely response to emergency situations that pose a potential adverse threat to the public health, safety, environment or the Property. The Tenant shall provide appropriate training and coordination to ensure that such First Responders are familiar with the Facility and with appropriate, proper and safe response measures to protect the public health, safety and environment. The Tenant agrees that, in the event of an emergency, First Responders shall have the right to enter the Leased Premises with or without permission from the Tenant or the Landlord. The Tenant shall provide the Landlord with emergency contact information for key personnel and shall ensure that such information is at all times current. Notwithstanding anything in this Lease to the contrary, in the event of an emergency to which the Tenant does not respond timely, the Parties acknowledge and agree that the Landlord and its agents and employees shall have the right (but not the obligation) to enter the Leased Premises at any time and without prior notice to Tenant, for the purpose of taking all actions necessary or reasonably appropriate to respond to such emergency condition.

SECTION 6.0 DEVELOPMENT OF THE FACILITY

6.1 Tenant Development Responsibilities. The Tenant shall take such actions as may be required to cause the Construction Date to occur no later than January 1, 2017. To complete such development, as applicable, the Tenant shall complete the detailed design of the Facility; acquire all permits and approvals that are necessary prerequisites to the leasing of the Leased Premises hereunder and commencement of construction of the Facility ("**Tenant Permits**"); enter into business and contractual arrangements to provide labor, equipment, services, materials, and supplies as necessary for construction; cooperate with the Landlord to arrange for the management or disposal of residual materials to be generated by the Facility; make arrangements to obtain financing for construction; and take all other necessary and appropriate actions related thereto. The Tenant shall be responsible for any indemnification, financial assurance, compliance or other obligations or requirements contained in any permits or approvals to the extent related to the Tenant's development of the Facility and use of the Leased Premises, including without limitation any host community agreements or payments. The Tenant shall provide the Landlord with copies of all permits, licenses and approvals, and with all correspondence with the issuing agencies and entities.

6.2 Landlord Development Responsibilities. The Landlord shall be responsible for the following: (i) the development and permitting, and arranging for construction and maintenance as described herein, of an access road from Coldbrook Road and related electrical utility line and water supply and wastewater collection infrastructure leading to the Project Site either, at Landlord's election, from Coldbrook Road or from the Ammo Industrial Park in Hampden, Maine; (ii) taking reasonable measures to cooperate with the Tenant's development efforts as described in Section 6.A, above including, without limitation, in connection with the submittal of additional permit applications, permit modifications, interpretation of key provisions, responses to agencies and in review and negotiation of conditions affecting the Leased Premises and the Property, potential environmental impacts or potential nuisance conditions. In connection therewith, the Landlord shall (a) provide available data and information regarding the Leased Premises and the Property to the extent necessary or appropriate to support the Tenant's efforts to obtain Tenant Permits, without any warranty or representation as to the accuracy or sufficiency thereof, and (b) shall (A) become a co-applicant and co-permittee with the Tenant for the purpose of seeking necessary permits or permit amendments and (B) coordinate with and make reasonable efforts to support the Tenant's access to the Property and the Leased Premises and with respect to the availability of and access to utilities, infrastructure, and other Landlord services available on the Property.

6.3 Design and Permit Application Review. The Landlord hereby acknowledges its consent to all Tenant work described in **Exhibit B** and to any future repairs, renovations, replacements, or

upgrades by Tenant of the work described in **Exhibit B**, subject to the terms hereof. The Tenant shall provide the Landlord with a reasonable opportunity to provide non-binding comments on (a) the detailed design of the Facility at appropriate stages prior to its completion; and (b) permit application materials prepared by the Tenant prior to their submittal to the applicable governmental agency or agencies. The Landlord shall have the option to respond with non-binding comments within a reasonable time. The Tenant shall retain complete responsibility for all aspects of the design of the Facility and for all content of applications and submittals for Tenant Permits.

6.4 Reports. The Tenant shall provide reports to the Landlord as set forth in **Exhibit E**.

6.5 Construction Date. The construction date (the “*Construction Date*”) shall be deemed to occur on the date that the Tenant has (a) acquired all Tenant Permits that are necessary prerequisites to construction of the Facility and related access, services and utilities and all such permits are final; (b) closed and/or arranged final terms of access granting to Fibright construction financing sufficient to authorize commencement by the Tenant of construction of the Facility (the “*Financial Close*”); and (c) authorized commencement of construction activities at the Leased Premises on a continuous basis, as evidenced by the Tenant’s issuance of a notice to proceed to start construction or equivalent. The Tenant shall provide prompt notice to the Landlord upon achievement of each such milestone.

SECTION 7.0 CONSTRUCTION OF THE FACILITY

7.1 Tenant Construction Responsibilities. The Tenant shall construct the Facility in accordance with **Exhibit B** and **Exhibit E** attached hereto (hereinafter, the “*Tenant’s Work*”) in a good and workmanlike manner, at the Tenant’s sole cost and expense. The Tenant shall perform, or manage performance of, all aspects of construction of the Facility, in which capacity Tenant shall, among other things, manage labor, installation of equipment, acquisition and use of materials and supplies and all related administration; ensure that the Facility is constructed in accordance with the design, is capable of performing as intended, avoids unacceptable nuisance impacts, meets applicable safety requirements, and complies with all applicable permits, codes, requirements, and standards; respond to unforeseen conditions or impacts of the construction, and manage and mitigate adverse impacts; coordinate with the Landlord to ensure that activities on the Leased Premises and the Property are in compliance with all permits and approvals; coordinate with the Landlord regarding communications with approving authorities; fund any site improvements outside of the Project Site that are required to serve the Facility, including, but not limited to, electrical interconnections, utility service upgrades, and interconnections with gas and other facilities elsewhere on the Property, if applicable, but exclusive of those facilities that

are to be developed or upgraded by the Landlord as provided herein; conduct start-up and commissioning activities for the Facility; conduct the Performance Test for the Facility; and take other necessary and appropriate actions. Tenant shall work with the Landlord to ensure compliance with all directives of governmental authorities related to the Facility and the Leased Premises.

The Tenant shall use reasonable efforts to cause the Commercial Operation Date to occur on April 1, 2018, or as soon thereafter as feasible, provided that Tenant shall not be required to commence its construction activities if any of the following conditions exist (any of which conditions might be waived at the discretion of Tenant):

(a) Joinder Agreements have not yet been executed with commitments to provide a total of at least 150,000 tons per year of Acceptable Waste to the Facility.

(b) Any Facility Permit that must be acquired as a prerequisite to construction has not yet been issued despite the diligent efforts of the Tenant to obtain such Facility Permit; or the Tenant has identified at least one term or condition of an issued Facility Permit that would preclude construction or operation of the Facility on commercially reasonable terms.

(c) A Force Majeure or Change in Law has occurred and is ongoing that would preclude construction or operation of the Facility on commercially reasonable terms.

(d) The Tenant has not achieved Financial Close despite its diligent efforts to do so.

If for any reason not under the control of Tenant, the Commercial Operation Date is delayed beyond April 1, 2018, then the period of delay in Tenant's construction schedule attributable to the delays not under the control of Tenant, including delays in the Construction Access Date and the Infrastructure Completion Date as described in Section 7.2 hereunder, or delays in the supply of Acceptable Waste for the Performance Test as described in Section 7.4 hereunder, but excluding performance of subcontractors and equipment suppliers not deemed due to Force Majeure, shall be deemed an Excused Delay Period for the purposes of the Master Waste Supply Agreement.

7.2 Landlord Construction Responsibilities. The Landlord shall be responsible for constructing and maintaining an access road to the Project Site from Coldbrook Road, and for ensuring that electric, water and sewer lines are constructed to serve the Project Site (together, the "**Infrastructure**"). Landlord and Tenant shall cooperate to confirm the occurrence of the date by which the Landlord shall have made sufficient progress in construction of the access road such that the Tenant's construction vehicles and equipment have reasonable access to the Project Site (the "**Construction Access Date**") and the date on which the Landlord shall have completed

installation of the Infrastructure such that its availability does not delay the Tenant's completion of construction and commencement of operation of the Facility (the "**Infrastructure Completion Date**"). In each case, upon occurrence of such date, the Landlord shall issue a completion certificate as evidence that the date has occurred. The Tenant shall provide written notice to the Landlord that it either accepts or disputes such certification, provided that such a certification shall be deemed accepted if the Landlord has not received a notice of dispute from the Tenant within five (5) business days. The Landlord shall use reasonable efforts to cause the Construction Access Date and the Infrastructure Completion Date to occur as quickly as feasible, provided that the Landlord shall not be required to commence its construction activities if any of the following conditions exist (any of which conditions might be waived at the discretion of Landlord):

(a) Joinder Agreements have not yet been executed with commitments to provide a total of at least 150,000 tons per year of Acceptable Waste to the Facility.

(b) Any Facility Permit that must be acquired as a prerequisite to construction has not yet been issued; or the Tenant has identified at least one term or condition of an issued Facility Permit that would preclude construction or operation of the Facility on commercially reasonable terms.

(c) A Force Majeure has occurred and is ongoing that would preclude construction or operation of the Facility on commercially reasonable terms.

(d) The Tenant has not achieved Financial Close.

If for any reason not under the control of Tenant (i) the Construction Access Date is delayed beyond [September 1, 2016], or (ii) the Infrastructure Completion Date is delayed beyond [July 31, 2017] **UPDATE BOTH DATES BEFORE SIGNING PER THEN-CURRENT SCHEDULE**, and, as a consequence, Tenant's construction schedule is delayed such that the Commercial Operation Date is delayed beyond April 1, 2018, then the period of delay in Tenant's construction schedule attributable to the delays in the Construction Access Date and the Infrastructure Completion Date shall be accounted for in the determination of the Excused Delay Period for the purposes of the Master Waste Supply Agreement.

7.3 Schedule and Excused Delay Period. The Tenant shall maintain a detailed construction schedule that identifies critical tasks on the path from Financial Close to the achievement of the Commercial Operation Date, including, but not limited to, key milestone dates for the Tenant as well as the Construction Access Date, the Infrastructure Completion Date, and any period of time previously agreed upon as an Excused Delay Period. The Tenant shall provide an updated version of the construction schedule to the Landlord at least once per month until the

Commercial Operation Date has been achieved, and otherwise upon request of the Landlord. Along with the construction schedule, the Tenant shall provide the Landlord with the most recently agreed upon determination of the length of the Excused Delay Period, if any, and any proposal for a further extension of the Excused Delay Period. The Landlord shall review the Tenant's proposal to add to the length of the Excused Delay Period and shall act timely to accept, dispute, or seek clarification or more time to review or negotiate such proposal. In the absence of a response from the Landlord within five days of receipt, the Tenant's determination of the length of the Excused Delay Period shall be deemed accepted.

7.4 The Performance Test. The Tenant shall perform the Performance Test as provided below in order to demonstrate the readiness of the Facility for commercial operation.

(a) Not less than ninety (90) days prior to the Commercial Operation Date, the Tenant shall provide to the Landlord a protocol for performing a test (the "**Performance Test**") that indicates (a) aspects of performance to be verified, which shall include, at a minimum, (i) capability to accept and process a minimum of 650 tons per day of Acceptable Waste on an ongoing basis over a period of three consecutive days while operating in compliance with all Facility Permits and without creating nuisance conditions, and without extraordinary outside support or staffing in excess of expected levels of staffing for the Facility; and (ii) capability to produce commercially saleable byproducts, or product precursors thereof, as appropriate, on a continuous and sustainable basis, with acceptable content of metals, plastics, COD and unconverted sugars in residual solid or liquid form, as applicable, within stated parameters; (b) procedures for conducting and monitoring the performance of the Facility during the Performance Test, including acceptable ranges for key operating parameters, and requirements for the availability of Acceptable Waste for the Performance Test to be performed as intended; and (c) specific levels of performance (the "**Performance Standards**") that must be exceeded for the Facility to be considered as having passed the Performance Test. The Tenant and the Landlord shall work in good faith to reach agreement on the protocol for the Performance Test by a date not less than thirty (30) days before the Performance Test date elected by the Tenant with reasonable notice to the Landlord.

(b) The Landlord shall have the right to witness and monitor the Performance Test. The Tenant shall provide the Landlord with ten (10) days' notice of a 14 day window that contains the scheduled date for the start of the Performance Test, and shall communicate changes in such scheduled date to the Landlord on a timely basis after such initial 10 day notice has been provided. The Tenant shall then provide the Landlord with 24 hours' notice of the actual start of the Performance Test.

(c) After completion of the Performance Test, the Tenant shall provide the Landlord with a test report, and all supporting data, stating whether (a) the Performance Test was performed in accordance with the test protocol; (b) the key operating parameters were within

{EP - 02066197 - v1 }

SITE LEASE

acceptable ranges and the Performance Standards were met or exceeded over the course of the Performance Test; and (c) the Facility operated during the Performance Test in compliance with all Facility Permits and without creating nuisance conditions. If the Tenant states that the Facility so performed during the Performance Test, and such statement is either accepted or not disputed in writing by the Landlord within five (5) business days of receipt of the test report, then the Commercial Operation Date shall be deemed to have occurred as of the later of (i) date on which the Performance Test was completed; and (ii) April 1, 2018. Landlord may dispute such result by written response stating the basis for the dispute, in which case the Commercial Operation Date shall be deemed to occur as if the Performance Test results had been accepted until the dispute is resolved, and thereafter in accordance with the decision resolving the dispute.

(d) The Landlord acknowledges that the Performance Test cannot be performed as intended unless sufficient quantities of Acceptable Waste are made available to the Facility for processing, which the Landlord, with the cooperation and support of the Tenant, shall use its best efforts to supply pursuant to the Master Waste Supply Agreement. In the event that the Tenant is not supplied on a timely basis with sufficient Acceptable Waste to perform the Performance Test, and the Commercial Operation Date is delayed as a direct result, then the length of the Excused Delay Period shall be increased by the duration of such delay.

SECTION 8.0 OPERATION OF THE FACILITY

8.1 Operation and Maintenance by Tenant. The Tenant shall manage all aspects of the operation and maintenance of the Facility, including management of labor, operation, maintenance and repair of equipment, acquisition and use of materials and supplies, production and sales of products, management of residual materials, and related administration. The Tenant shall use reasonable efforts to ensure that the Facility performs as intended, and shall otherwise ensure that the operation and maintenance of the Facility avoids and mitigates unacceptable nuisance impacts, meets applicable safety requirements, and complies with all applicable permits, codes, requirements, and standards. The Tenant shall acquire and accept waste and other materials to be processed; respond to unforeseen conditions or impacts of the Facility, and manage and mitigate adverse impacts; coordinate with the Landlord regarding communications with approving authorities; operate and maintain Tenant site improvements outside of the Leased Premises that are required to serve the Facility, including, but not limited to, electrical interconnections, utility service upgrades beyond anticipated line extensions, and interconnections with other facilities, if applicable.

8.2 Tenant Maintenance Standards. The Tenant shall, at its sole cost and expense, keep neat and clean, and replace and maintain in good order and condition, the Leased Premises throughout

the Term. Throughout the Term of this Lease, the Tenant shall comply, at its sole cost and expense, with all applicable federal, state and local laws, ordinances, orders, rules, regulations, and requirements affecting the Leased Premises; provided, however, that nothing in this Lease shall waive any right of the Tenant under applicable law to contest such laws, ordinances, orders, rules, regulations or requirements. The Tenant shall comply with all lawful directives of governmental authorities related to the Facility and the Leased Premises. The Landlord shall provide its reasonable cooperation, where appropriate, to facilitate such compliance.

8.3 Landfill Disposal of Residual Waste. The Tenant shall establish procedures, and shall use reasonable efforts to enforce such procedures, to minimize landfill disposal of incoming waste by ensuring that, to the extent commercially reasonable, (i) solid waste is not delivered to the Facility unless it can be accepted and processed at the Facility; and (ii) processed materials are marketed and sold as products for use off the Property rather than becoming residual waste that is either stockpiled or sent to a landfill for disposal. At the end of each month, the Tenant shall report to the Landlord the quantity of materials produced, the quantity sent to a landfill in such month, and the cumulative quantity of materials sent to a landfill in the then current Contract Year.

8.4 Record-keeping. During the Term of this Lease, and for a period of three (3) years thereafter, each party shall keep and maintain complete and accurate records and all other data required by each of them for the purposes of proper administration of this Lease. Each party shall have the right, at its sole expense during normal business hours upon seven (7) days prior written notice to the other party, to examine the other party's records and data relating to this Lease only to the extent necessary to verify the accuracy of any statement, charge, notice or computation made hereunder. Either party shall have the right to cause an audit to be made by an independent certified public accountant, at its own expense, reasonably acceptable to the other party with respect to any determination made hereunder. If the audit reveals that the record keeping or accounting of a Party is inaccurate in any material respect, then such Party shall be responsible to pay for the cost of the audit.

8.5 Reports and Oversight. The Tenant shall provide reports as detailed in **Exhibit E**. The Tenant shall meet with the Landlord at least quarterly to review its monthly written reports, and to report on, and permit the Landlord to comment on, MSW levels and sources received and processed, materials sold and produced, residuals generated and shipped, revenues, financial performance, compliance with permit conditions; status of permit approvals and renewals, and other material matters

8.6 Community Relations. The Tenant shall use reasonable efforts to cooperate with the Landlord to maintain good community relations.

8.7 Maintenance by the Landlord. During the Term of this Lease, the Landlord, at its sole cost and expense (subject to Section 7), and until such time as the same may have been accepted by the Town of Hampden, shall at all times keep the access road and related utility, sewer and water lines in good order, safe condition and repair, unless such repairs are required due to the fault or negligence of the Tenant or its servants, agents, employees, licensees or invitees.

SECTION 9.0 CAPITAL IMPROVEMENTS

9.1 Capital Improvements. Subject to the provisions of this Section 9.0, the Tenant shall have the right to make such alterations, improvements, and changes to the Facility and the Leased Premises as it may deem necessary from time to time in connection with Permitted Uses.

9.2 Conditions to Implementation of Capital Improvements. The right of the Tenant to make Capital Improvements shall be subject to the following conditions:

(a) The Tenant shall apply for and obtain necessary modifications to Facility Permits at the Tenant's sole cost and expense. The Landlord will use reasonable efforts to provide available data and information related to the Leased Premises and the Property to support the Tenant's efforts to modify such permits. The Tenant shall reimburse the Landlord for reasonable third party and external costs to the Landlord in connection therewith.

(b) The Tenant shall provide the Landlord with a reasonable opportunity to review and comment on permit application materials prepared by the Tenant prior to their submission to applicable regulatory authorities. The Landlord shall conduct any such review and comment within a reasonable time frame. The Tenant shall have the right to accept or reject any comments received and shall retain complete responsibility for all aspects of the design of the Facility and for all content of applications and submissions for permits and approvals.

(c) The Tenant shall certify to the Landlord in writing that the cumulative effect of such Capital Improvements will not have a material and adverse effect on the ability of the Tenant to perform its obligations under either this Lease or the Master Waste Supply Agreement.

(d) The Tenant shall provide updated versions of **Exhibit B** and **Exhibit C** to reflect the implementation of any Capital Improvements within a reasonable time following such implementation.

SECTION 10.0
ASSIGNMENT; TRANSFERS;
EFFECT OF BANKRUPTCY OR INSOLVENCY

10.1 Prohibition of Assignment. Except as otherwise provided in this Lease, neither this Lease nor the leasehold estate of the Tenant nor any interest of the Tenant under this Lease in the Leased Premises or in the buildings or improvements on the Leased Premises shall be assigned, transferred, or sold, including without limitation any transfer by operation of law, in any manner whatsoever without the prior written consent of the Landlord, the giving of which shall be in the Landlord's sole discretion. Any attempt at any such assignment, transfer, or sale without the Landlord's consent shall be void and of no effect, and shall, at the option of the Landlord, terminate this Lease.

10.2 Transfer of Ownership. Notwithstanding any other provision of this Lease to the contrary, direct and indirect ownership of the Tenant may be transferred at any time and from time to time only with prior notice to and approval from the Landlord, not to be unreasonably conditioned, withheld or delayed, whether by sale, statutory merger or consolidation, security interest, collateral assignment, sales of securities (whether by private sale, initial public offering, trading on public securities markets, over-the-counter, or pursuant to warrants or options or other rights) or otherwise; *provided, however*, in the case of any such approved transfer (i) the transferee has demonstrated to the reasonable satisfaction of Landlord its financial capability, including access to committed funds, sufficient to complete development and construction of the Project and to operate the Facility during the term of this Lease, (ii) unless the Landlord shall otherwise agree in writing, Fiberight shall continue to have day-to-day control of and responsibility for Tenant operations and the Facility, (iii) the person(s) with day-to-day management responsibility for, and that provide(s) day-to-day operational services to, the Facility following such assignment shall be approved by the Landlord, such approval not to be unreasonably withheld or delayed, (iv) unless the Landlord shall otherwise agree in writing, the Tenant and its permitted successors and assigns shall continue to be jointly and severally liable for all obligations of the Tenant under the Lease, the Tenant Permits, the Landlord Permits, and other project documents (subject to notifications and transfer requirements, if any, established by applicable law); and (v) such transfer shall not adversely affect the continued validity of the Facility Permits and, subsequent to such transfer, each such permit shall remain in effect or the transferee shall have acquired in its name equivalent permits necessary to the development, construction and operation of the Project.

10.3 Permitted Assignment. Notwithstanding the foregoing, Fiberight shall have the right at any time to assign its rights under this Lease, upon prior notice to the Landlord but without the Landlord's consent, to an Affiliate that is directly controlled by Fiberight (a "**Related Entity**") or to an investor which will own and operate the Facility in connection with financing of the

Facility; provided that in the case of any such permitted assignment, (i) the transferee has demonstrated to the reasonable satisfaction of Landlord its financial capability, including access to committed funds, sufficient to complete development and construction of the Project and to operate the Facility during the term of this Lease, (ii) unless the Landlord shall otherwise consent in writing, until the Commercial Operation Date, Fiberight shall continue to have day-to-day control of and responsibility for operations and the Facility, (iii) the person(s) with day-to-day management responsibility for and that provide(s) day-to-day operational services to the Facility following such assignment shall have been approved in writing by the Landlord, which approval shall not be unreasonably withheld or delayed, and (iv) unless the Landlord otherwise agrees in writing, Fiberight shall have confirmed to the Landlord in writing that both it and any assignee will remain jointly and severally liable for all obligations of the Tenant hereunder; and (v) such transfer shall not adversely affect the continued validity of the Facility Permits and, subsequent to such transfer, each such permit shall remain in effect or the transferee shall have acquired in its name equivalent permits necessary to the development, construction and operation of the Project. Any other attempt by Fiberight to assign, transfer, or pledge this Agreement, whether in whole or in part, to any person without the prior written consent the Landlord shall be null and void.

10.4 Effect of Bankruptcy. Without limiting the generality of the provisions of the preceding Subparagraph A of this Section, the Tenant agrees that in the event any bankruptcy or insolvency proceedings under the Bankruptcy Act or otherwise are commenced by or against the Tenant, and, if against the Tenant, the proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan of reorganization, or in the event the Tenant is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which the Tenant is a party, with authority to take possession or control of the Leased Premises or the business conducted on the Leased Premises by the Tenant, and such receiver is not discharged within a period of ninety (90) days after his or her appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Paragraph A of this Section shall be deemed to constitute a breach of this Lease by the Tenant and shall, at the election of Landlord, but not otherwise, without notice or entry or other action of the Landlord, terminate this Lease and also all rights of the Tenant under this Lease and in and to the Leased Premises and also all rights of any and all persons claiming under the Tenant.

SECTION 11.0 NOTICES

11.1 All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have

been fully given or made or sent if in writing and either (i) delivered in person, (ii) sent by recognized overnight courier with acknowledgement of receipt, (iii) sent by certified mail, return receipt requested, or (iv) sent by email, provided a confirmation copy is sent promptly by overnight courier or certified mail, in each case to the following addresses:

If to the MRC: Municipal Review Committee
 395 State Street
 Ellsworth, ME 04605
 Attention: Executive Director
 Email: glounder@mrcmaine.org

With a copy to: Eaton Peabody
 80 Exchange Street
 P.O. Box 1210
 Bangor, Maine 04402
 Attention: Daniel G. McKay, Esq.
 Email: dmckay@eatonpeabody.com

If to Fiberight: 1450 South Rolling Road
 Baltimore, MD 21227
 Attention: Craig Stuart-Paul
 Email: craigsp@fiberight.com

Either party may change the address at which notices are to be delivered by providing notice of such change in the manner provided above. If the Tenant shall so request, copies of all notices being provided to it shall also be provided to any Investor for which contact information has been provided in writing by Fiberight to the MRC for such purpose.

SECTION 12.0
TAXES AND ASSESSMENTS

The Tenant shall be responsible for any and all taxes, tax liabilities, assessments, levies or other governmental charges that may accrue with respect to the Leased Premises and any improvements thereon. The Tenant shall be responsible to file such applications with the appropriate authorities, on an annual basis, for an abatement, exemption or reduction in the tax liabilities due with respect to the Leased Premises.

SECTION 13.0 LIENS

13.1 Future Liens. Except as otherwise may be permitted under this Lease, Tenant shall keep all and every part of the Leased Premises and the Property free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of the Tenant, any alteration, improvement, or repairs or additions that the Tenant makes or permits or causes to be made, or any work or construction, by, for, or permitted by the Tenant on or about the Leased Premises and the Property, or any obligations of any kind incurred by the Tenant, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify the Landlord from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the Leased Premises and the Property.

13.2 Prior Liens. The Landlord warrants that the Leased Premises are, and shall remain throughout the Term, free of any prior liens or encumbrances that would interfere with Tenant's use and enjoyment of the Leased Premises.

13.3 Contest of Liens. The Landlord and the Tenant shall each have the right to contest any and all liens assessed against the Leased Premises in accordance with applicable provisions of Maine law.

SECTION 14.0 INDEMNIFICATION

14.1 Obligation to Indemnify. The Tenant shall indemnify, defend and hold the Landlord, the Joining Members, and their respective its members, directors, officers, elected and appointed officials, agents, employees, licensees and invitees (collectively the "*Indemnified Parties*") harmless against any and all claims, liability, losses, damages, suits, judgments and expenses whatsoever (including without limitation attorneys' and experts' fees): (i) arising from the Tenant's possession, use occupation or control of the Leased Premises, (ii) occurring while on or about the Leased Premises, or (iii) arising from a breach by the Tenant of this Lease, except in any case to the extent arising from the gross negligence or willful misconduct of the Landlord, its agents, or employees. Tenant shall, at its own costs and expense, defend any and all suits or actions (just or unjust) related to the foregoing that may be brought against the Indemnified Parties or in which the Indemnified Parties may be impleaded with others. The foregoing indemnity expressly extends to claims of injury, death, or damage to employees of the Tenant or of a subcontractor, anyone directly or indirectly employed by the Tenant, or anyone for whose acts they may be liable. In claims against any person or entity indemnified under this Section by

an employee of the Tenant or subcontractor, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Tenant or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The Tenant expressly waives immunity under workers' compensation laws for the purposes of this indemnity provision.

14.2 Survival. The provisions of this section shall survive termination of the Lease.

SECTION 15.0 INSURANCE

15.1 Insurance Coverage of Leased Premises. The Tenant shall, at all times during the Term of this Lease, and at the Tenant's sole expense, keep all improvements that are now or hereafter a part of the Leased Premises insured against loss or damage by fire and the extended coverage hazards for the full replacement value (or the actual cash value during any Extension Term) of the improvements, with loss payable to the Landlord and the Tenant as their interests may appear. During the Term, the Tenant shall also maintain for the benefit of the Tenant and the Landlord, as a named additional insured, such other insurance coverages as are customary in the industry including, but not limited to, (i) commercial general liability insurance, including products and completed operations coverage, against any claims for personal injury, death and property damage occurring upon, in or about the Leased Premises and on, in and about the adjoining sidewalks and passageways of at least \$_____ combined single limit, and \$_____ aggregate; (ii) worker's compensation in amounts required by Maine law; (iii) employer's liability insurance with limits of not less than \$_____ per coverage; (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than \$_____ combined single limit; and (v) environmental impairment insurance in an amount not less than \$_____.

15.2 Personal Injury Liability Insurance. The Tenant shall maintain in effect throughout the Term of this Lease personal injury liability insurance covering its activities on the Leased Premises for injury to or death of any number of persons in one occurrence, and property damage liability, in the minimum amount of \$_____ combined single limit and at least \$_____ of excess and/or umbrella liability insurance for any and all claims. Such insurance shall include the Landlord as an additional insured and shall require the insurer to give thirty (30) days' notice to the Landlord of any cancellation.

15.3 Insurance Carried by Contractors. During the period of any construction or renovation of the Facility, the Tenant shall also require the construction manager and/or general contractor for

the work to maintain (i) for the benefit of the Tenant and the Landlord, as additional insureds, commercial general liability insurance, including products and completed operations coverage, against any claims for personal injury, death and property damage occurring upon, in or about the Property and on, in and about the adjoining sidewalks and passageways during the construction of the work for at least \$_____ combined single limit, and \$_____ aggregate; (ii) worker's compensation in amounts required by Maine law; (iii) employer's liability insurance with limits of not less than \$_____ per coverage; (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than \$_____ combined single limit; and (v) for subcontractors engaged in work reasonably determined to pose an environmental threat, environmental impairment insurance in an amount not less than \$_____. The Tenant shall insure that all subcontractors involved in work at the Property either maintain the insurance coverage set forth in this section or are covered under the insurance policies of the Tenant or as a contractor of the Tenant.

15.4 Additional Insurance Coverage Required. If the Tenant is required by law, regulation or regulatory order to carry insurance with coverage limits in excess of those set forth in Sections A and B of this Section 18, the Tenant shall increase insurance coverage limits to the Landlord to meet such requirements.

SECTION 16.0 RIGHT OF FIRST OFFER

Provided that the Tenant is not otherwise in default hereunder, the Tenant shall have a right of first offer to purchase the Property in its entirety or the Leased Premises, as applicable, if the Landlord desires to sell the Property in its entirety, or the Leased Premises, during the term of this Lease. In the event that the Landlord desires to sell either the Property in its entirety or the Leased Premises during the term of this Lease, the Landlord shall first offer the same in writing to the Tenant, which shall have thirty (30) days to accept or reject the offer. In the event that the Tenant accepts the offer, the closing shall occur within forty-five (45) days from the date of acceptance. In the event that the offer is not accepted within the time period prescribed by this Section 16.0, the Landlord may sell the Property or the Leased Premises, as applicable, to a third party; provided, however, that without first reoffering the same to the Tenant, the Landlord shall not sell the same upon lesser terms than those which have been offered to the Tenant, nor upon any terms if more than six months have elapsed since the last offer to the Tenant. These rights of first offer shall not apply to a sale or transfer to any Affiliate or successor entity to the Landlord, provided, however, that the property sold or transferred to such entity shall remain subject to these rights of first offer.

SECTION 17.0 FORCE MAJEURE

17.1 Change In Law; Condemnation. The Tenant shall notify the Landlord, and the Landlord shall notify the Tenant, in writing, promptly as soon as either party has knowledge of any action of the federal government, state legislature, state administrative or regulatory authority, court of applicable jurisdiction, or any other governmental body that could lead to a condemnation or taking by eminent domain of the Property or the Facility or to the occurrence of a Change in Law. Tenant and Landlord shall use reasonable efforts to cooperate to avoid any such action and to mitigate its potential impact on the obligations set forth in this Lease or in the Master Waste Supply Agreement.

17.2 Suspension of Obligations. If either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Lease, such party shall provide to the other party as soon as possible after the occurrence of the cause relied on a notice of Force Majeure which shall include a reasonably full description of the particulars of such Force Majeure. In such event, the obligations of the party giving such notice, other than the obligation to make any payment due hereunder, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period provided that:

(a) the burden of establishing whether an event of Force Majeure has occurred shall be upon the party claiming its existence;

(b) the nonperforming party shall exercise all reasonable efforts to continue to perform its obligations hereunder, to mitigate the impact of non-compliance, to claim and diligently seek to collect any insurance proceeds potentially available as a consequence of the Force Majeure, and the other party shall cooperate fully with and be supportive of such efforts;

(c) no obligation of either party that arose prior to the occurrence of the event of Force Majeure shall be excused as a result of such occurrence except to the extent a party is prevented from performing such obligation as a result of the Force Majeure event.

(d) the nonperforming party shall provide the other party with prompt notice of the cessation of the event of Force Majeure.

17.3 Force Majeure Plan. As soon as feasible after providing notice that a Force Majeure has occurred, the affected party shall provide the other party a plan (the "Force Majeure Plan") that contains sufficient information regarding the following:

(a) potential impacts of the Force Majeure on, as applicable, the Construction Access Date, the Infrastructure Completion Date, the Commercial Operations, the Excused Delay Period, other affected aspects of the performance of the Facility under this Agreement and the Master Waste Supply Agreement, including compliance with permit conditions; and other obligations;

{EP - 02066197 - v1 }

SITE LEASE

(b) proposed new Capital Projects or changes in operations or maintenance practices or other measures required to address the Force Majeure; the ability to meet performance obligations after such measures are implemented; and any reduce level of performance or ongoing level of obligation that cannot be fully mitigated or addressed;

(c) in the event that the Force Majeure Plan includes a proposal for costs to be passed through to the MRC and/or Joining Municipalities as part of the proposed response to address the Force Majeure, a description in reasonable detail of the costs, including, without limitation, one time payments, any increase in the Tip Fee under the Master Waste Supply Agreement and Joinder Agreements, or any other changes to payment provisions, proposed to be passed through, the basis upon which such costs will be calculated, the rationale for the proposed pass through, and any impact of the proposed pass through on the value of the Facility building as set forth in Exhibit C.

The party receiving the Force Majeure Plan shall review it with all deliberate speed and, if the receiving party is the Landlord, shall inform the Joining Members and afford them an opportunity to be heard, and shall negotiate in good faith with the other party for a period of not more than forty-five (45) days whether to accept, accept a modified version of, accept subject to dispute, or not accept the Force Majeure Plan. The receiving party's response shall set forth in writing and in reasonable detail the basis for such decision.

17.4 Acceptance of Force Majeure Plan. In the event that the Force Majeure Plan is accepted, the proposing party shall proceed to implement the Force Majeure Plan in the form accepted. In the event that the Landlord and the Tenant cannot reach agreement on a Force Majeure Plan; , the Tenant shall proceed to implement the proposal as anticipated therein and the dispute shall be resolved in accordance with Section 24.0.

17.5 Early Termination Upon Force Majeure. In the event that (i) the Landlord and the Tenant cannot reach agreement on a proposal that was proposed by the Tenant; and (ii) the Force Majeure has resulted in a material breach of this Lease that cannot be cured, , then, after 90 days from the receipt of the original proposal, either party can terminate this Agreement, provided that the Party simultaneously terminates the Master Waste Supply Agreement in accordance with its terms.

(a) In the event of a termination by Tenant, then Tenant shall have not more than ninety (90) days to remove all of its equipment and personal property from the Property and shall leave the Property with no condition requiring remediation for compliance with applicable law, permits or regulation. Provided that Tenant has left no further condition requiring remediation for compliance with applicable law, permits or regulation, title to the building and other fixtures shall pass to the Landlord. If such a condition does exist, the Tenant shall proceed diligently and at its own cost to remediate such condition to the extent required in order to bring the Property into compliance with applicable law, permits and regulations. In such event, and unless the Landlord elects to take title immediately, title to the building and fixtures shall remain in the

{EP - 02066197 - v1 }

SITE LEASE

Tenant until completion of such remediation whereupon it shall pass to the Landlord. The Tenant agrees to execute and deliver such instruments of transfer as may be necessary or appropriate to pass title to the Landlord.

(b) If terminated by the Landlord, such notice of termination shall not be valid unless accompanied by either of the following offers:

(i) An offer from the Landlord to the Tenant to purchase the building and fixtures constructed by the Tenant on the Project Site at the price set forth for such sales in Exhibit C as of the date of termination. In such event, the Landlord and the Tenant shall proceed in good faith to close such sale on customary terms. Unless agreed otherwise, the Tenant shall remove all of the Tenant's equipment and personal property from the Property, leaving no further condition requiring remediation for compliance with applicable law, permits or regulation on a schedule to be agreed upon by the Landlord and the Tenant, shall cooperate with the transfer of any applicable Facility Permits to the Landlord that would survive the termination of the Site Lease and the removal of the Tenant's equipment and property from the Property, and shall cooperate with such other arrangements as are necessary for the transfer of the ownership of the building from the Tenant to the Landlord; or

(ii) An offer from Landlord to Tenant to sell the Property to Tenant at the price set forth for such sales in Exhibit C as of the date of termination. In the event that the Tenant accepts such offer, the Landlord and the Tenant shall proceed in good faith to close such sale. The Landlord shall remove all of the Landlord's equipment and personal property from the Property by the date of termination on a schedule to be agreed upon by the Landlord and the Tenant, shall cooperate with the transfer of any applicable Facility Permits to the Tenant that would survive the termination of the Site Lease and the removal of the Landlord's equipment and property from the Property, and shall cooperate with such other arrangements as are necessary for the transfer of the ownership of the Property from the Landlord to the Tenant. In the event that the Tenant does not accept such offer, then, as of the date of termination, provided that the Tenant has left no further condition requiring remediation for compliance with applicable law, permits or regulation, Tenant will be deemed to have abandoned the building and fixtures, title to which shall pass to the Landlord. If such a condition does exist, the Tenant shall proceed diligently and at its own cost to remediate such condition to the extent required in order to bring the Property into compliance with applicable law, permits and regulations. In such event, and unless the Landlord elects to take title immediately, title to the building and fixtures shall remain in the Tenant until completion of such remediation whereupon it shall pass to the Landlord. The Tenant agrees to execute and deliver such instruments of transfer as may be necessary or appropriate to pass title to the Landlord.

17.6 Compliance with Law. Nothing in this article shall relieve the Tenant from its obligation to comply with any law, regulation or lawful order.

SECTION 18.0
DEFAULT AND TERMINATION

18.1 Landlord Right to Terminate. The Landlord may terminate this Lease by written notice to Tenant upon the occurrence and during the continuation of an “Event of Default.” An “*Event of Default*” shall mean any of the following:

(a) the Tenant fails to achieve the Construction Date on or before January 1, 2017 or such later date as may mutually be agreed upon;

(b) the Tenant fails to achieve the Commercial Operation Date on or before January 1, 2020, or such later date as may mutually be agreed upon, as extended by any Excused Delay Period;

(c) the Tenant shall be in default of its obligations under the Master Waste Supply Agreement and such default is not cured within any applicable cure period;

(d) the Landlord suffers the actual imposition of any fines or penalties imposed by a federal, state or local governmental agency or authority caused solely by the Tenant’s violation of conditions of the Tenant Permits or the Property Permits, and the Tenant fails to pay or contest such fines or penalties, or defend and indemnify the Landlord from and against such fines or penalties, within thirty (30) days of receiving written notice from the Landlord;

(e) Fiberight or any successor Tenant shall (a) file, or have filed against it a petition which is not dismissed within sixty (60) days, in bankruptcy, reorganization or similar proceedings under, or shall be adjudicated a bankrupt under, the bankruptcy laws of the United States, (b) have a receiver, permanent or temporary, appointed by a court of competent authority for it or on its behalf which is not dismissed within sixty (60) days, (c) request the appointment of a receiver, (d) make a general assignment for the benefit of creditors, or (e) shall have its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) days;

(f) Fiberight or any successor Tenant shall dissolve or liquidate;

(g) the Tenant fails to make any undisputed payment due hereunder within thirty (30) days after the same is due;

(h) the Tenant abandons the Facility after achieving the Commercial Operation Date as evidenced by failure of the Tenant to operate, maintain or perform work necessary to the restoration of service of the Facility continuously for a period of sixty (60) days;

(i) the Tenant is otherwise in material breach of its obligations under this Lease or the Master Waste Supply Agreement; provided that no Event of Default, other than a payment default, shall arise or exist unless and until the Landlord has given the Tenant written notice of the alleged default, and the Tenant has failed to cure such default within a period of sixty (60) days thereafter or, if the default is of a such a nature that it cannot reasonably be cured within

{EP - 02066197 - v1 }

SITE LEASE

sixty (60) days, the Tenant has failed to commence to cure the default within such sixty (60) days and fails thereafter to prosecute such cure to completion with diligence and to cure such default within one hundred eighty (180) days of such notice.

18.2 Tenant Right to Terminate. The Tenant may terminate this Lease at any time by ninety (90) days' prior written notice to the Landlord upon the occurrence of any of the following, such termination to be effective as stated in such notice:

(a) Prior to the Construction Date, the Tenant reasonably determines that environmental compliance requirements for which the Facility is responsible, permit conditions, permit appeals, legal action or any other factor makes construction or operation of the Facility uneconomic or practically infeasible;

(b) The Landlord is in material breach of its obligations under this Lease, provided, however, no Event of Default shall arise or exist unless and until the Tenant has given Landlord written notice of the alleged default, and Landlord has failed to cure such default within a period of forty-five (45) days thereafter or, if the default is of a such a nature that it cannot reasonably be cured within forty-five (45) days, Landlord has failed to commence to cure the default within such forty-five (45) days and fails thereafter to prosecute such cure to completion with diligence and to cure such default within one hundred eighty (180) days of such notice; or

(c) The Landlord shall (a) file, or have filed against it a petition which is not dismissed within sixty (60) days, in bankruptcy, reorganization or similar proceedings under, or shall be adjudicated bankrupt under the bankruptcy laws of the United States, (b) have a receiver, permanent or temporary, appointed by a court of competent authority for it or on its behalf which is not dismissed within sixty (60) days, (c) request the appointment of a receiver, (d) make a general assignment for the benefit of creditors, or (e) shall have its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) days;

(d) The Landlord shall dissolve or liquidate without designation of and transfer of obligations to a successor entity.

18.3 Limitation on Cure Period. Notwithstanding any other provision of this Lease, in the event that either party shall have breached a provision hereof and shall have relied upon a cure period in order to avoid termination under the provisions of this Section 18.0, such party shall not, within a period of two (2) years from the date of the initial breach, be entitled to the benefit of a cure period with respect to a subsequent breach of the same provision.

SECTION 19.0 INVESTOR RIGHTS

19.1 Investor Rights. Upon and during the continuance of an Event of Default, any Investor shall have the right, in each case with notice to the Landlord and subject to the provisions of this Lease, to: (i) do or cause to be done any act or thing allowed or required under this Lease to be performed or caused to be performed by the Tenant, and any such act or thing done by such Investor shall have the effect of having been done by the Tenant; or (ii) subject to Section 19.2

below, succeed to the Tenant's interest in this Lease. In no event shall the granting of such rights to an Investor, or the exercise by the Investor thereof, operate to make the Investor liable for any covenants or agreements of the Tenant under this Lease, unless, and then only to the extent that, the Investor shall succeed to the rights of the Tenant hereunder.

19.2 Conditions to Exercise of Rights. As condition to the right of any Investor to acquire the Tenant's interests hereunder, such Investor shall (i) provide evidence reasonably satisfactory to the Landlord and the Maine Department of Environmental Protection that it has the financial capacity and technical ability to assume the obligations of the Tenant hereunder and to operate the Facility; and (ii) accept in writing, and shall without further action thereafter be subject to, the terms and conditions of this Lease and the Master Waste Supply Agreement and shall be required to cure any defaults or breaches of the Tenant hereunder in accordance with the terms hereof.

19.3 Notice Regarding Default. Simultaneously with the giving of notice to the Tenant of any process in any action or proceeding brought to terminate or otherwise in any way affect this Lease, or any notice of (i) an Event of Default, or (ii) a matter on which an Event of Default may later be predicated or claimed, (iii) a termination hereof, or (iv) a condition which if continued may lead to a termination hereof, if requested in writing by the Tenant, the Landlord shall give duplicate copies thereof to each Investor as to which the Tenant provides such request at such address as the Tenant may direct.

**SECTION 20.0
[RESERVED]**

**SECTION 21.0
WAIVER OF SUBROGATION**

Notwithstanding anything in the Lease to the contrary, the Landlord and the Tenant hereby release the other from any and all liability or responsibility to the other (or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any other casualty to the extent covered by insurance.

SECTION 22.0
MEMORANDUM OF LEASE

The Landlord and Tenant mutually agree to execute herewith a Memorandum of Lease attached hereto as **Exhibit F** in recordable form with respect to this Lease, which shall be recorded forthwith by the Tenant in the Penobscot County Registry of Deeds, and agree to execute, upon termination of this Lease for whatever cause, a Notice of Termination of Lease in recordable form for recording with said Registry of Deeds.

SECTION 23.0
ENVIRONMENTAL

23.1 Environmental Laws Defined. “*Environmental Laws*” means, collectively, any federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* (“*CERCLA*”); the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (“*RCRA*”); the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 *et seq.* (“*SARA*”); the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.* (“*TSCA*”); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. § 1801 *et seq.*; the Maine Uncontrolled Hazardous Substance Sites Act, 38 M.R.S.A. § 1361, *et seq.*, the Maine Hazardous Matter Law, 38 M.R.S.A. § 1317, *et seq.*; or any other applicable federal or state statute regulation or ordinance regulating the generation, storage, containment or disposal of any oil and hazardous wastes, substances and materials (as defined in the Environmental Laws and collectively referred to herein as “*Hazardous Materials*”) or providing for the protection, preservation or enhancement of the natural environment, any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, storm water drainage, and underground and above ground storage tanks; and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations.

23.2 Environmental Covenants. The Tenant hereby represents, warrants and covenants as follows:

(a) Except as may be permitted by and only in accordance with Environmental Laws and permits and licenses, the Tenant shall establish, maintain and follow procedures that do not allow any Hazardous Materials to be stored, located, discharged, possessed, managed, processed, or otherwise handled on the Leased Premises, and shall strictly comply with all Environmental

{EP - 02066197 - v1 }

SITE LEASE

Laws affecting the Leased Premises.

(b) No activity shall be undertaken on the Leased Premises or the Property by the Tenant which would cause a release or threatened release of Hazardous Materials into any watercourse, surface or subsurface water or wetlands, or the discharge into the atmosphere of any Hazardous Materials which would violate any Environmental Law or the terms of any permit issued thereunder.

(c) To the extent the release of any Hazardous Materials at or from the Leased Premises or the Property is caused by the Tenant and is in violation of any Environmental Laws, the Tenant shall, with all due diligence, at its own cost and expense and in accordance with Environmental Laws (and in all events in a manner reasonably satisfactory to the Landlord), take all actions (to the extent and at the time or from time to time) as shall be necessary or appropriate for the remediation of said releases including all removal, containment and remedial actions. In such event, the Tenant shall pay or cause to be paid at no expense to the Landlord all clean-up, administrative, and enforcement costs of applicable government agencies or the parties protected by such Environmental Laws which may be asserted with respect to releases of Hazardous Materials on or from the Leased Premises.

(d) The Tenant shall provide the Landlord, in a timely manner, with copies of all notices, documents, records or other information in any way related to the Tenant's obligations under this section or received or created by the Tenant in relation to its obligations under this section.

23.3 Obligation to Notify. The Tenant or the Landlord, as the case may be, shall promptly notify the other party in writing should it become aware of any release or threatened release of Hazardous Materials or the occurrence of any other environmental problem or liability with respect to the Leased Premises or any real property adjoining or in the vicinity of the Leased Premises or such other property which could subject the Landlord, the Tenant, the Property or the Leased Premises to a claim under any Environmental Laws.

23.4 Environmental Indemnity. The Tenant expressly acknowledges and agrees that it will reimburse, indemnify, defend (with counsel reasonably acceptable to the Landlord), and hold the Indemnified Parties harmless from and against, any and all liabilities, claims, damages, penalties, suits, proceedings, judgments, expenditures, losses, charges, expenses and costs (including, but not limited to, all costs of investigation, monitoring, legal fees, remedial response, removal, restoration, or permit acquisition) that may now or in the future be undertaken, suffered, paid, awarded, assessed, or otherwise incurred as a result of Tenant's violation of any of the matters referred to in this Section 23.

SECTION 24.0
WAIVER

The failure of the Landlord to take action with respect to any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition. Any waiver by the Landlord of any breach of any term, covenant, or condition contained in this Lease shall be effective only if in writing and not be deemed to be a waiver of any subsequent breach of the same, or of any other term, covenant, or condition contained in this Lease.

SECTION 25.0
DISPUTE RESOLUTION

25.1 Resolution Mechanism. Any dispute arising under this Lease Agreement shall be resolved only in accordance with this Section 24.

25.2 Notice of Dispute; Informal Resolution. A dispute shall arise when one Party sends a written notice of dispute by certified mail to the other Party. The Parties shall first attempt to resolve the dispute through informal negotiations in which each party agrees to participate in good faith.

25.3 Arbitration. If the Parties cannot resolve the dispute informally within fourteen (14) days of such written notice, either Party may submit the dispute to arbitration to be conducted under the commercial arbitration rules of the American Arbitration Association. Arbitration shall be initiated by the serving of a written notice of intent to arbitrate (an "Arbitration Notice") by one party upon the other. Arbitration proceedings shall be conducted by a single arbitrator to be agreed upon by the parties; provided, however, that if the parties are unable to agree upon a single arbitrator within ten (10) days from the date of the Arbitration Notice, each party shall select an arbitrator and the two so named shall name a third arbitrator. The arbitration proceedings shall then be heard by the arbitrator(s) and the decision of the arbitrator, or of a majority if a panel of three has been selected, shall be final and binding on the parties. The arbitrator(s) shall have no authority to add to, detract from, reform or alter in any manner any provision of this Agreement. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. Any Arbitration Notice must be served within two (2) years from the date on which the claim arose, and failure to bring such claim within such two year period shall constitute a waiver of such claim and an absolute bar to further proceedings with respect to it. All arbitration proceedings shall be conducted in Bangor, Maine unless the parties otherwise agree in writing. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to preclude either party from seeking temporary or permanent injunctive relief from a court of competent jurisdiction with respect to any breach of this Agreement. For purposes of this

Section 25.0, a claim shall be deemed to have arisen as of the later of (i) the date on which the circumstances forming the basis for the claim first occurred, or (ii) the date upon which such circumstances are discovered or with reasonable diligence should have been discovered.

25.4 Costs. Each of the Parties will bear its own costs in connection with any dispute resolution proceeding. The Parties shall share equally the cost of any mediator or single arbitrator. If a panel of three arbitrators is appointed, each Party shall pay the costs of the arbitrator appointed by it, and the cost of the third arbitrator shall be shared equally.

SECTION 26.0 MISCELLANEOUS

26.1 Parties Bound. The covenants and conditions contained in this Lease shall bind the heirs, successors, executors, administrators, and assigns of each of the parties to this Lease.

26.2 Time of the Essence. Time is of the essence in this Lease, and in each and every covenant, term, condition, and provision of this Lease.

26.3 Section Captions and References. The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Unless the context clearly requires otherwise, references to section numbers and exhibits shall be deemed references to the section numbers and exhibits to this Lease.

26.4 Governing Law. It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Maine without regard for conflict of law provisions.

26.5 Entire Agreement. This Lease, together with the Development Agreement and the Master Waste Supply Agreement, shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this agreement.

26.6 Modification of Agreement. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if such modification is documented in writing and signed by each Party or an authorized representative of each Party.

27.7 Additional Documents. The parties agree to execute whatever reasonable papers and documents may be necessary to effectuate the terms and intent of this Lease.

28.8 No Special or Consequential Damages. Notwithstanding any other provision of this Lease to the contrary, except in the case of fraud, neither party be liable under this Lease for lost profits or for any special or consequential damages whatsoever.

29.9 Interest. Any amount due but unpaid by either party to this Lease shall bear interest from the date thirty (30) days after the due date at an annual rate equal to the lesser of (i) the prime interest rate, as published in the Wall Street Journal, plus two percent (2%), or (ii) the maximum rate permitted under law

26.10 Counterparts. This Lease may be executed in counterparts. A signature transmitted by facsimile shall have the effect of an original.

[Signature page follows.]

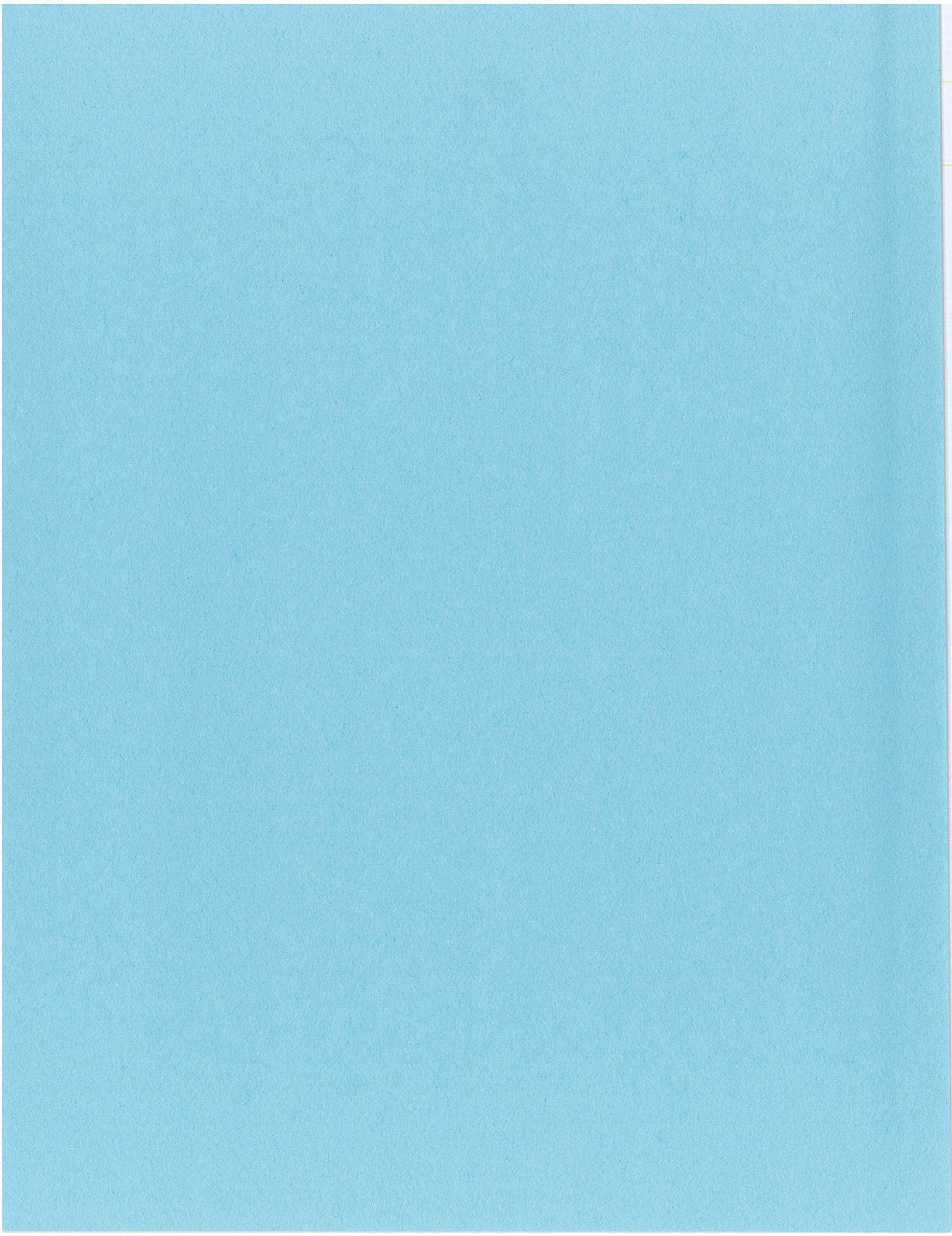
IN WITNESS WHEREOF, each party to this Lease has caused it to be executed as a sealed instrument on the date indicated below.

MUNICIPAL REVIEW COMMITTEE

By: _____
Name:
Title:

FIBERIGHT, LLC

By: _____
Name:
Title:



LIST OF EXHIBITS

- A PROPERTY, LEASED PREMISES AND PROJECT SITE
- B DESCRIPTION OF FACILITY AND DESCRIPTION OF TENANT'S WORK
- C BUILDING AND PROPERTY VALUE OVER THE OPERATING TERM
- D LEASE CONSIDERATION
- E REPORTING REQUIREMENTS
- F FORM OF MEMORANDUM OF LEASE

EXHIBIT A
PROPERTY,
LEASED PREMISES
and
PROJECT SITE

[Exhibit to be Attached to Original]

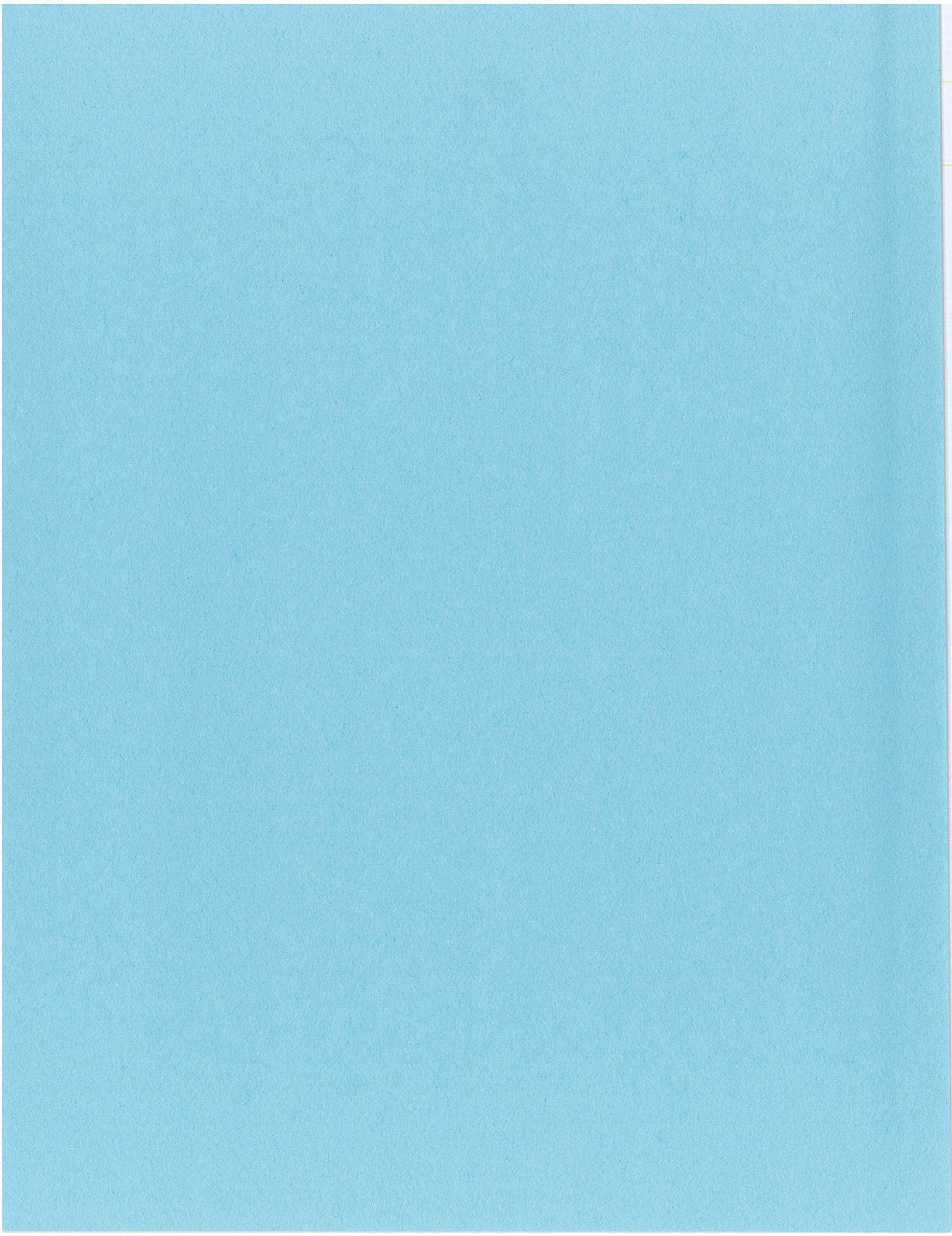


EXHIBIT B

**DESCRIPTION OF FACILITY
AND
DESCRIPTION OF TENANT'S WORK**

Description of Tenant's Work

Tenant will design, acquire permits and approvals for, acquire financing for, engineer, and procure the Facility, and will construct, start-up, test, commission and operate the Facility on the Leased Premises.

Facility Description

The Facility will be comprised of an initial building of approximately 144,000 square feet, processing equipment, ancillary structures (e.g., tanks and piping) and site improvements that, collectively, will provide the means by which the Tenant shall have capability to accept and process Acceptable Waste into marketable products and Residuals, all in conformance with the requirements of this Agreement, the Master Waste Supply Agreement and the Facility Permits. Among the components of the Facility will be the following:

- Scale, scale-house and paved roadways capable of accommodating anticipated levels of delivery vehicles without excessive queuing time or back-ups onto the access road.
- Enclosed tip hall for accepting deliveries of solid waste, suitable to enable review of materials as they are unloaded and to store waste prior to processing.
- Enclosed process area for installation and operation and maintenance of processing equipment to enable materials to be sorted and processed into marketable products.
- Enclosed area for preparing organic materials for digestion or for conversion to other valuable products through process steps that include, as appropriate, waste pulping and hydrolysis of insoluble organics.
- Tanks and ancillary equipment for hydrolysis and digestion of organics for production and management of liquid and gaseous feedstocks and products.
- Load-out area for preparation, storage and transport of materials to markets, and for transport of residuals for disposal under the Residuals Agreement.
- Maintenance areas, storage, offices, administration areas and other areas in support of the operation of the Facility.
- Appropriate odor control systems and other nuisance and impact control measures consistent with the Facility Permits.
- Appropriate infrastructure for interconnection of the facility with water supplies, sewer service, electric service and other utility services.

{EP - 02066197 - v1 }

- Appropriate site improvements to facilitate management of incoming materials consistent with the Facility Permits.

Process Description

The process for producing materials and products from incoming Acceptable Waste shall include the equivalent of the following as consistent with the Facility Permits:

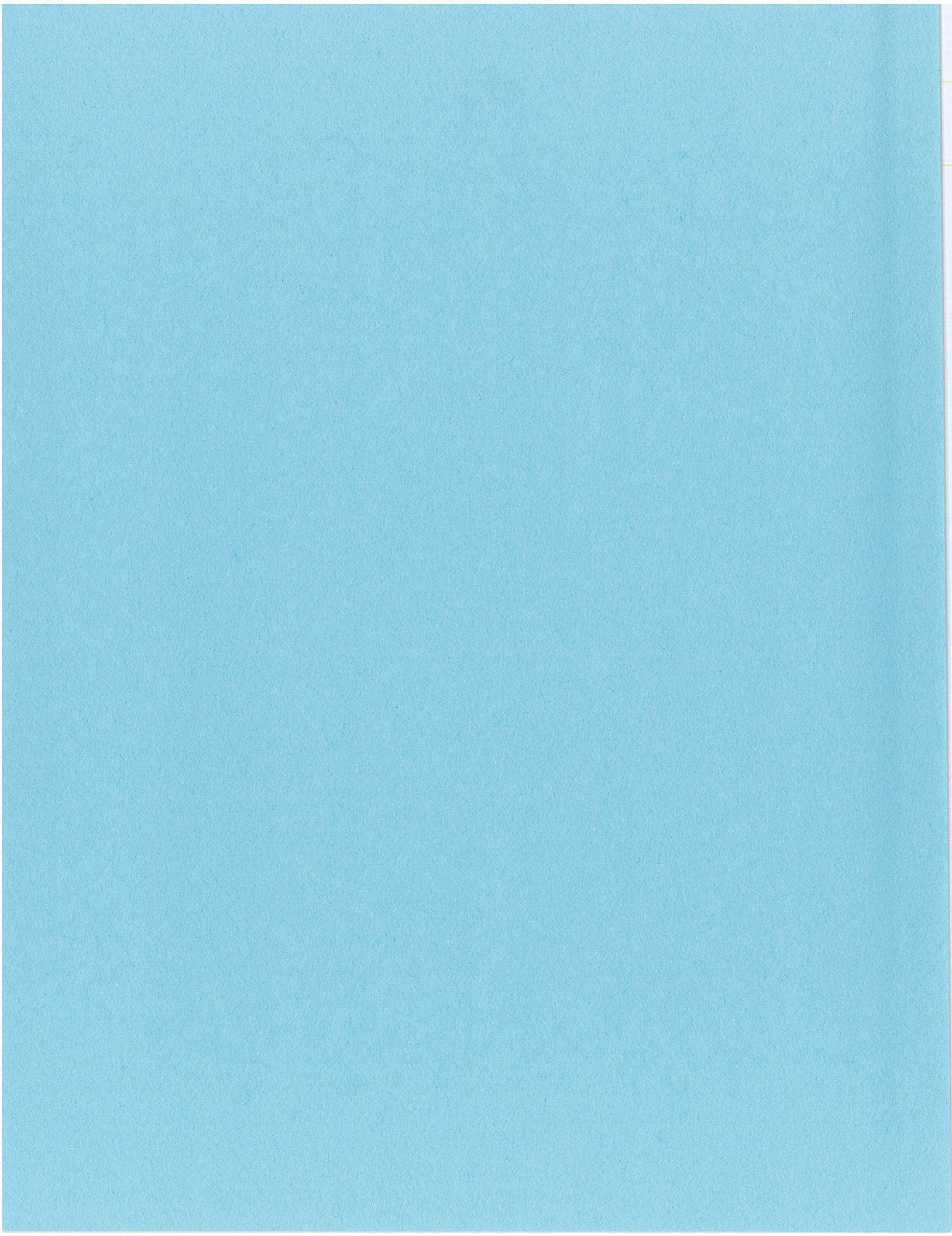
- Initial screening of delivered waste to remove unprocessable large materials and product contaminants and to provide an opportunity for identification and removal of Unacceptable Waste.
- Waste pulping or equivalent processing to facilitate materials separation.
- Sorting, recovery and processing of recyclable materials.
- Separation of soluble organics, which can be an efficient input to the digestion process, from insoluble organics, which would need to be subject to a hydrolysis process prior to conversion to products.
- Digestion and other processes to produce finished products from the soluble and hydrolyzed insoluble organics.
- Removal of residues for delivery to and disposal at the Back-up Facility.

Permitted Uses

The Leased Premises shall be used solely for the purpose of constructing, operating and maintaining a mixed MSW conversion and processing facility in accordance with the facility and process descriptions provided above, and for other uses reasonably incident thereto, provided that

- (i) All uses must comply with the Facility Permits.
- (ii) No use may create a nuisance on or about the Property;
- (iii) No use shall result in excessive odor or fugitive litter;
- (iv) No MSW or other products shall be stored outside of designated enclosed areas.

The acceptance for storage or processing of Out-of-State Waste shall not be a Permitted Use.



**EXHIBIT C
BUILDING AND PROPERTY VALUE
OVER THE OPERATING TERM**



		Annual	Total	Building sale price, end of year	Land Sale price, End of year
0				7,000,000.00	5,000,000.00
1	2018	1.819%	1.819%	6,872,670.00	4,909,050.00
2	2019	2.564%	4.383%	6,693,190.00	4,780,850.00
3	2020	2.564%	6.947%	6,513,710.00	4,652,650.00
4	2021	2.564%	9.511%	6,334,230.00	4,524,450.00
5	2022	2.564%	12.075%	6,154,750.00	4,396,250.00
6	2023	2.564%	14.639%	5,975,270.00	4,268,050.00
7	2024	2.564%	17.203%	5,795,790.00	4,139,850.00
8	2025	2.564%	19.767%	5,616,310.00	4,011,650.00
9	2026	2.564%	22.331%	5,436,830.00	3,883,450.00
10	2027	2.564%	24.895%	5,257,350.00	3,755,250.00
11	2028	2.564%	27.459%	5,077,870.00	3,627,050.00
12	2029	2.564%	30.023%	4,898,390.00	3,498,850.00
13	2030	2.564%	32.587%	4,718,910.00	3,370,650.00
14	2031	2.564%	35.151%	4,539,430.00	3,242,450.00
15	2032	2.564%	37.715%	4,359,950.00	3,114,250.00
16	2033	2.564%	40.279%	4,180,470.00	2,986,050.00
17	2034	2.564%	42.843%	4,000,990.00	2,857,850.00
18	2035	2.564%	45.407%	3,821,510.00	2,729,650.00

{EP - 02066197 - v1 }

19	2036	2.564%	47.971%	3,642,030.00	2,601,450.00
20	2037	2.564%	50.535%	3,462,550.00	2,473,250.00
21	2038	2.564%	53.099%	3,283,070.00	2,345,050.00
22	2039	2.564%	55.663%	3,103,590.00	2,216,850.00
23	2040	2.564%	58.227%	2,924,110.00	2,088,650.00
24	2041	2.564%	60.791%	2,744,630.00	1,960,450.00
25	2042	2.564%	63.355%	2,565,150.00	1,832,250.00
26	2043	2.564%	65.919%	2,385,670.00	1,704,050.00
27	2044	2.564%	68.483%	2,206,190.00	1,575,850.00
28	2045	2.564%	71.047%	2,026,710.00	1,447,650.00
29	2046	2.564%	73.611%	1,847,230.00	1,319,450.00
30	2047	2.564%	76.175%	1,667,750.00	1,191,250.00
31	2048	2.564%	78.739%	1,488,270.00	1,063,050.00
32	2049	2.564%	81.303%	1,308,790.00	934,850.00
33	2050	2.564%	83.867%	1,129,310.00	806,650.00
34	2051	2.564%	86.431%	949,830.00	678,450.00
35	2052	2.564%	88.995%	770,350.00	550,250.00
36	2053	2.564%	91.559%	590,870.00	422,050.00
37	2054	2.564%	94.123%	411,390.00	293,850.00
38	2055	2.564%	96.687%	231,910.00	165,650.00
39	2056	2.564%	99.251%	52,430.00	37,450.00
40	2057	0.749%	100.000%	-	-

Note: The foregoing schedule will be updated, as appropriate, to reflect final costs and the actual calendar quarter that the Facility is placed in service if the Commercial Operation Date does not occur in the second quarter of 2018.

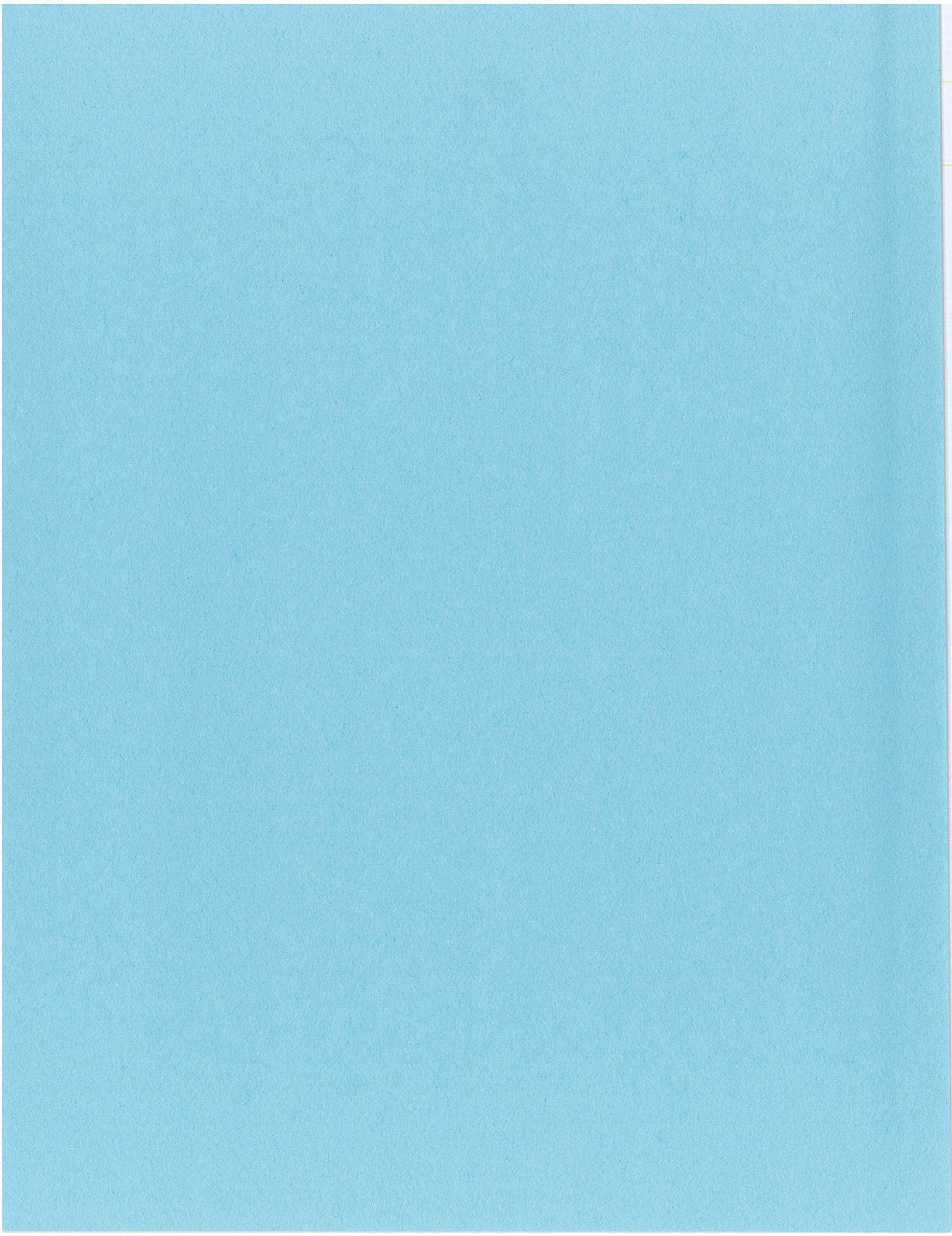


EXHIBIT D
LEASE CONSIDERATION

Fixed Site Lease Payments. The Tenant shall pay the Landlord rent at the rate of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) per Contract Year, payable monthly. Rent shall be prorated for any Contract Year of less than twelve (12) months.

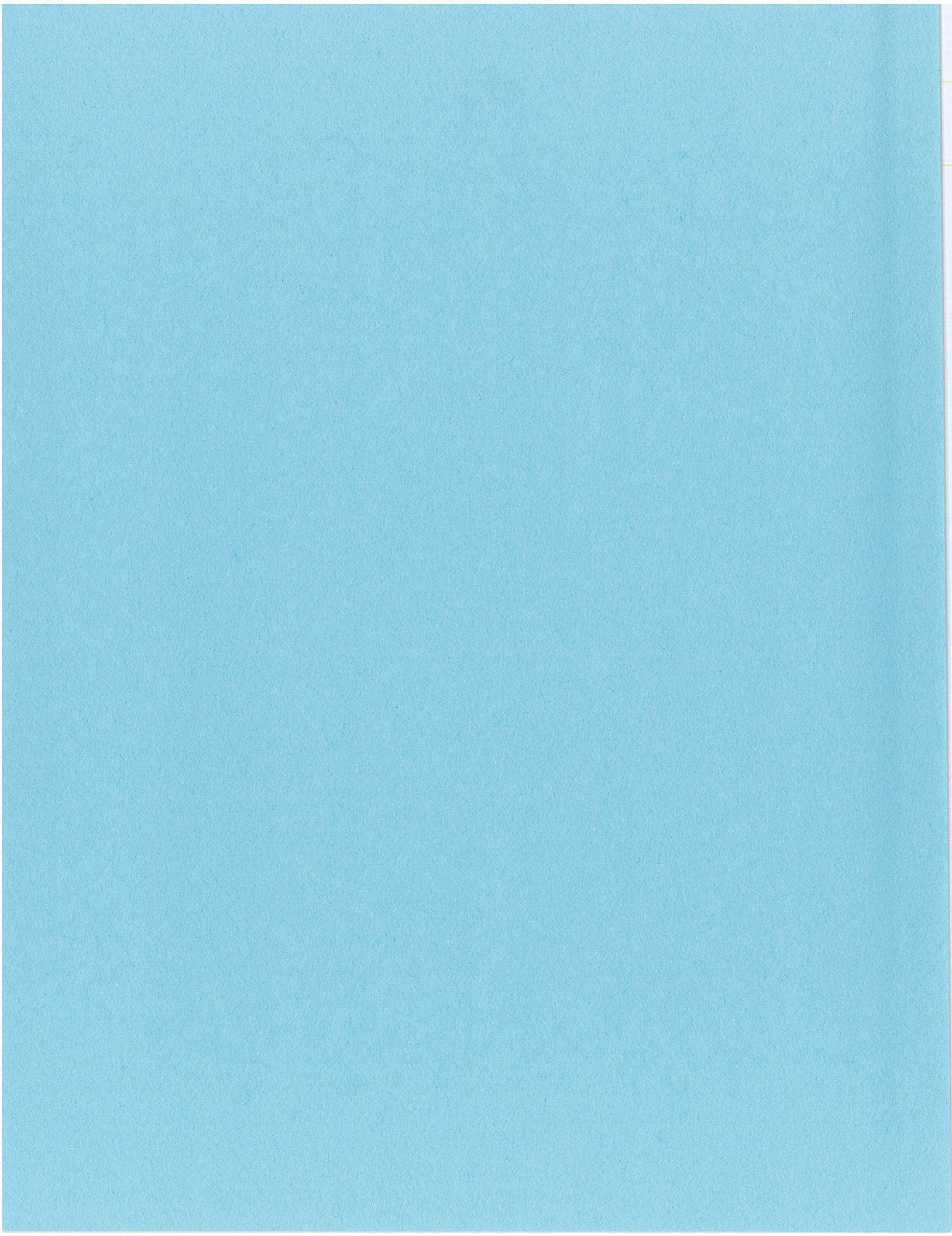


EXHIBIT E

REPORTING REQUIREMENTS

In order to facilitate communication between the parties, the following reports, meeting schedule and communications protocol are required. Changes to the schedule, contents, and form of these items will be made by mutual consent and communicated in writing.

Reports

During the period of time between the Effective Date and the Construction Date, the Tenant shall provide the Landlord a report each month regarding progress towards achieving the Construction Date, including:

1. An up-to-date schedule showing:
 - a. key tasks
 - b. critical path tasks
 - c. the Construction Date

During the period of time between the Construction Date and the Commercial Operation Date, the Tenant shall provide the Landlord a report each month regarding progress towards achieving the Commercial Operation Date including:

1. An up-to-date schedule showing:
 - a. key tasks
 - b. critical path tasks
 - c. the Commercial Operation Date

During the period of time starting when material is first received at the Facility through the end of the Term, the Tenant shall provide the Landlord a report, within ten (10) days of the end of each calendar month, for the preceding month that must include the following:

1. Total tons received for processing at the Facility, by material type, during the previous month
2. Total amounts of products produced by the Facility during the previous month

3. Total amounts of products removed from the Property during the previous month
4. Total tons of residuals removed from the Property during the previous month

During the period of time starting when material is first received at the Facility through the end of the Term, the Tenant shall provide the Landlord with copies of all annual reports submitted to permitting authorities, within two (2) weeks of the respective submittal dates.

All measurements and calculations shall be taken and performed in accordance with mutually agreed upon protocols.

Meetings

On not less than a monthly basis during the period between the Construction Date through the Commercial Operation Date, and on not less than a quarterly basis thereafter, , the Tenant and Landlord shall provide the necessary management staff and support personnel to meet, either in person, by phone, internet or other means necessary, to discuss the construction schedule, ensure coordination of site activities, share important updates and facilitate cooperation. Meetings will take place at the offices of the Landlord or other agreed upon location and will address, but not be limited to, the following agenda items: operational concerns, systems performance, facility improvements, process changes, regulatory communications for the respective permits of each party, upper management communications and community relations matters as needed.

Communications protocol

Both parties recognize that providing accurate information to facilitate site coordination and emergency response is critical to maintaining a smooth and safe working environment. Therefore, both parties shall provide the other the following information which shall be updated as needed:

1. A list of local site management, with an organizational chart and contact information for 24-hour communications, who are authorized to speak for and represent said entity and acceptable forms of communication necessary for notification
2. A list of other important off-site contacts and contact information
3. A list of critical contractors, and their contact information, that operate on-site under the purview of either the Tenant or the Landlord and related to construction or operations and maintenance of the Facility, on a temporary or long-term basis
4. A list of any other important contact information and procedures necessary for site operations and emergency response

5. Copies of as-built infrastructure plans with GPS coordinates and/or computer-aided design (CAD) information that identify critical control points for emergency response and the location of significant underground utilities.
6. Operational information necessary to run a safe and environmentally sound site including details on environmental, health and safety plans and procedures, chemical inventory and storage (Tier 2), emergency response or other similar plans
7. Copies of important documents relevant to the terms of the Lease including copies of permits, certificates of insurance, contact information for billing purposes or other pertinent items.

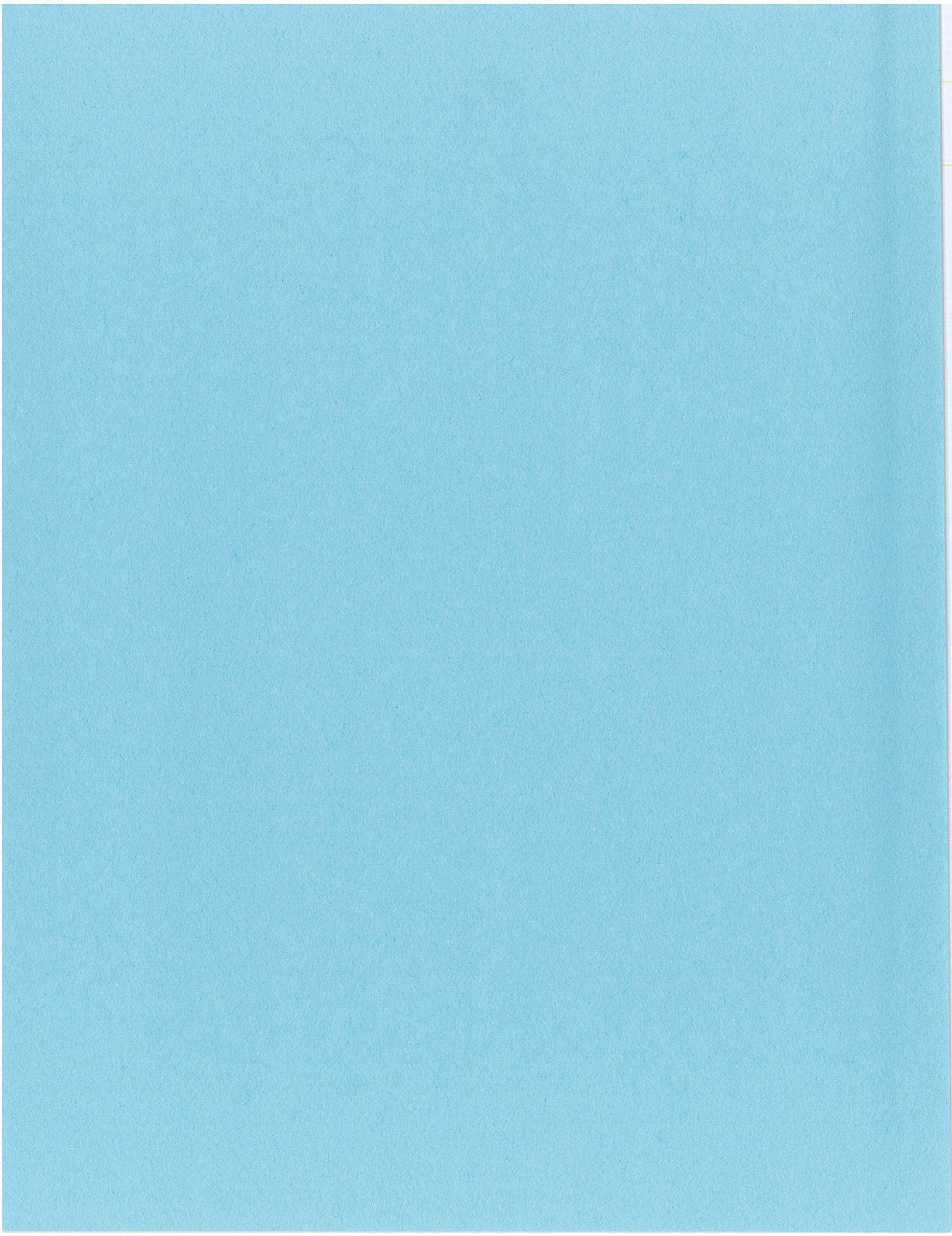


EXHIBIT F

MEMORANDUM OF LEASE

Lessor: Municipal Review Committee

Lessee: Fiberight, LLC

Leased Property: That certain lot or parcel of land containing approximately 90 acres located on the easterly side of the Coldbrook Road in Hampden, Maine, in substantially the same location and configuration as generally depicted on **Exhibit A**, and bounded northeasterly by land and/or easements now or formerly of Emera Maine (formerly Bangor Hydro Electric Company), bounded southerly and southwesterly by land now or formerly of H.O. Bouchard, Inc., and bounded northerly by the centerline of a private road leading from Coldbrook Road to the northeasterly corner of the Property in substantially the same location as depicted on **Exhibit A**

Term: The initial term shall commence on _____, 2016 and shall expire on and shall continue through the later of April 1, 2033, or the fifteenth (15th) anniversary of the Commercial Operation Date, as such term is defined in said Lease

Option to Renew: Up to five (5) consecutive periods of five (5) years each

Option to Purchase: Yes

IN WITNESS WHEREOF, the undersigned has caused this Memorandum of Leases to be signed and sealed by its representative, duly authorized, as of this ____ day of _____, 2016.

MUNICIPAL REVIEW COMMITTEE

By: _____

Witness

Name: _____

Title: _____

Duly Authorized

STATE OF MAINE

_____ County _____, 2016

Then personally appeared _____, as
_____ of Municipal Review Committee, and acknowledged before me
the foregoing instrument to be his/her free act and deed in his/her said capacity and the free
act and deed of said non-profit corporation.

Notary Public/Maine Attorney-at-Law
Printed Name: _____

Commission Expires: _____

EXHIBIT A

[Insert configuration of leased premises.]

TAB

**Revisions to MRC Articles of Incorporation and Bylaws: Summary of Changes
Prepared by the Municipal Review Committee, Inc., January 2016**

By executing and delivering the Joinder Agreement, Joining Member would also ratify and confirm acceptance by it of the MRC Articles of Incorporation and Bylaws. In particular, under Section 5 of the Municipal Joinder Agreement, Joining Members would authorize the MRC to act in its behalf regarding various matters of administration, management, oversight and advocacy, all subject to the provisions of the MRC's Articles of Incorporation and Bylaws and of Maine law, in each case as in effect from time to time. In this context, the MRC is proposing changes to its Articles of Incorporation and By-laws to reflect the new MRC Plan. These changes are summarized in the matrices provided below on a section-by-section basis. This matrix is provided for summary and reference purposes only and is not intended to be a substitute or replacement in any way for the full language of the Articles of Incorporation of the Bylaws, the language of which shall take precedence in the event of any apparent conflict in interpretation with this summary.

Articles of Incorporation

<i>Section</i>	<i>Subject</i>	<i>Change</i>
SECOND	Statement of purposes of the corporation	Updated to identify the MRC as a public benefit corporation, as required by current Maine law, and to restate the MRC's purposes to be consistent with the MRC mission as stated in the bylaws.
THIRD	Designation of clerk	Minor changes in wording to comport with current Maine law.
FOURTH	Consent of clerk	Added. Current Maine law requires an affirmative statement that the clerk has consented to serve.
FIFTH	Board of Directors	The existing Articles authorize a board of directors of no less than 3 nor more than 9 members. The Restated Articles require a 9 member Board which is consistent with historical practice.
SIXTH	Description of membership classes	Description of classes of members has been restated to refer to Charter Members and Non-Charter Members (replacing old references to Equity Charters and New Charters). Reference added to special voting rights added to the Restated Bylaws.
EIGHTH	Dissolution	Wording regarding distribution of assets upon dissolution updated to more closely comply with current IRS guidance.

Bylaws

<i>Section</i>	<i>Subject</i>	<i>Change</i>
§1.1	Location of principal office	Changed to Ellsworth.
§2.1	Mission and purpose	Added reference to public benefit corporation to comply with

		current Maine law
	Membership limited to entities responsible for collection of waste originating in Maine	Clarifies no out-of-state waste
§2.2	Statement of corporate purposes restated	Updated to reflect forward purposes after April 1, 2018 and eliminate purposes specific to PERC.
§2.3	Powers incident to PERC wind-up	Clarifies that current powers related to PERC will continue through PERC wind-up.
§2.4	Statement of other purposes	Updated language to more closely align with current IRS guidance re 501(c)(3) status.
§3.1	Description of members	Restated to describe membership classes going forward consistent with Municipal Joinder Agreements and Restated Articles of Incorporation (i.e., Charter Members and Non-Charter Members).
§3.2	Membership eligibility	Revised to align with membership criteria set forth in Municipal Joinder Agreements (limited to in-state waste; members must have signed Municipal Joinder Agreement).
§3.3	Administrative fee	Eliminated PERC-specific references.
§4.2	Special meetings	Clarifies that tonnage requirement to call meeting will be prorated for partial years.
§4.3	Means of conveying notice	Allows notice by overnight courier.
§4.4	Number of votes	Clarifies that the tonnage determining number of votes to which a member is entitled will be prorated for partial years. Clarifies language regarding prohibition against dividing votes (no substantive change from existing bylaws).
§4.5	Special voting rights	New provision allowing members the opportunity to vote to approve or disapprove certain "Fundamental Matters." This adds significant members rights over these matters and is a substantive change from current bylaws and practice.
§4.8	Quorum	Eliminated PERC-specific reference. No substantive change.
§4.9	Designation of member representative	Language clarified. No substantive change.
§5.1	Board of Directors	The existing Bylaws provide for a board of directors of no less than 3 nor more than 9 members. The Restated Bylaws require a 9 member Board which is consistent with historical practice.
§5.2	Voting rights	Added cross reference to special voting rights enumerated in Section 4.5.
§5.5	Election contests	Clarifies that the Board of Directors will resolve any election contests.
§5.6	Regular meeting times	Updated to comport with current practice.
§5.7	Notice of Board meetings	Updated to allow notice by email.
§5.12	Telephone meetings	Wording updated to allow meetings by video conferencing, web meeting, etc.
§5.14	Disqualified individuals	Updated to provide that no Fiberight-related persons may serve on the Board.

§6.7	Treasurer	Statement of powers updated to align more closely with Maine law and current practice
§7.7	Finance Committee	Statement of powers updated to eliminate PERC-specific references and to align powers with those to be exercised under the Municipal Joinder Agreements.
§11.1	Sharing of corporate earnings	Language updated to align more closely with current IRS guidance.
§12.1	Investments	Revised to require (consistent with current practice) that the Board invest funds consistent with an investment policy adopted at a duly noticed board meeting.
§13.1	Power to appoint trustee	Eliminates PERC-specific references. Added references consistent with Municipal Joinder Agreements.
§14.1	Exempt activities	Wording modified to more closely align with current IRS guidance.
§16.1	Amendment	Revised to cross reference member opportunity to vote on certain amendments per Section 4.5.
§18.1	Dissolution	Wording modified to more closely align with current IRS guidance.

AMENDED AND RESTATED
BYLAWS
OF
MUNICIPAL REVIEW COMMITTEE, INC.

(To be effective as of April 1, 2018)

ARTICLE I
Name, Location and Corporate Seal

Section 1.1 Name. The name of this Corporation shall be Municipal Review Committee, Inc., and it shall be located in Ellsworth, County of Hancock, State of Maine.

Section 1.2 Seal. The corporate seal shall be the common wafer seal unless otherwise determined by the Board of Directors.

ARTICLE II
Mission and Purpose

Section 2.1 Mission. This Corporation shall be a public benefit corporation as defined in Title 13-B, Section 1406 of the Maine Revised Statutes. Its mission shall be to better ensure the continuing availability to its members of long-term, reliable, safe and environmentally sound methods of solid waste disposal at a stable and reasonable cost. Members may include municipalities, counties, refuse disposal districts, public waste disposal corporations and other quasi-municipal entities responsible for the collection or disposal of municipal solid waste originating in the State of Maine.

Section 2.2 Purposes. Without limiting the general mission of the Corporation as set forth in Section 2.1, its purposes shall include, without limitation, (i) the power to develop potential waste disposal alternatives, to enter into contracts, acquire and finance assets, and to operate or oversee operation of such alternatives in such manner as the Board of Directors, after notice to the Corporation's membership and an opportunity to be heard, may determine to be in the best interests of the membership; (ii) without limiting the generality of the foregoing, the power (a) to enforce all obligations and covenants as may be set forth in contracts incident to the Corporation's purposes; (b) to file and prosecute in its own name and/or in the name of one or more of its Members permit applications relating thereto; (c) to prosecute or otherwise participate in administrative and court proceedings related thereto in its own name and/or in the name of one or more of its Members; (d) to review and administer, accept, invest, apply and distribute tip fees, rebates and other payments incident thereto, including the establishment and funding of such reserve funds as the Board of Directors may deem appropriate from time to time, all in accordance with the provisions of Municipal Joinder Agreements or other similar agreements between the Corporation

and its members related to the disposal of municipal solid waste; and (e) to negotiate and enter into in the name of and on behalf of the Corporation or one or more of its members contracts related to the collective transportation, management and disposition of municipal solid waste, including, without limitation, contracts related to the bypass of waste and disposition of non-processibles and residuals, in each case as determined by the Board of directors to be in the best interests of the Members of the Corporation; and (iii) to perform such additional acts and functions as the Board of Directors deems necessary and/or desirable to effectuate the mission and general purposes of the Corporation and the administration of contracts or other instruments ancillary or collateral thereto.

Section 2.3 Purposes Incident to PERC Wind-Up. In addition to the powers enumerated in Section 2.2, until such time as (i) the existing contracts between members of the Corporation and the Penobscot Energy Recovery Company, L.P. ("PERC") have terminated, (ii) the PERC Partnership has been finally liquidated and dissolved, and (iii) any dispute between PERC and the Corporation, or any member of the Corporation, has been finally resolved, the powers of the Corporation shall include all those powers reasonably incident to the foregoing and shall include, without limitation, those specific powers enumerated in the Bylaws of the Corporation immediately prior to the effective date of these Amended and Restated Bylaws.

Section 2.4 Other Purposes. This Corporation shall have all other rights granted to corporations organized under Title 13-B of the Maine Revised Statutes, as well as the powers, rights and duties granted by Title 38, Section 1304-B, subsection 5-A of the Maine Revised Statutes, except to the extent that such powers are inconsistent with ARTICLE SECOND of the Restated Articles of Incorporation of the Corporation.

ARTICLE III Membership

Section 3.1 Members. The Corporation shall have two classes of members: (i) Charter Members, being those members that were members as of the earlier of March 31, 2018 or the date upon which the existing waste disposal agreements between each member of the Corporation and the Penobscot Energy Recovery Company Limited Partnership terminate (the "PERC Termination Date") and have elected to continue as members by entering into an agreement with the Corporation ("Municipal Joinder Agreement") under which they have agreed to deliver solid waste to the so-called Fiberight waste processing facility located off Coldbrook Road in Hampden, Maine (the "Fiberight Facility") or otherwise to deliver municipal solid waste under the aegis of the Corporation;; and (ii) Non-Charter Members, being those members that were not members of the Corporation as of the PERC Termination Date but have thereafter elected to become members, have been admitted to membership by the Board of Directors, and have executed and delivered a Municipal Joinder Agreement pursuant to which they have agreed to dispose of municipal solid waste at the Fiberight Facility or otherwise under the aegis of the Corporation. Charter Members and Non-Charter Members shall have such rights and responsibilities as are set forth in the articles of

incorporation of the Corporation and as may be assigned to them from time to time by the Municipal Joinder Agreements or in such other agreements as may be entered into from time to time among the Corporation and its members related to the disposal of municipal solid waste.

Section 3.2 Eligibility and Admission. Municipalities and counties, inclusive of public waste disposal corporations and other regional associations located within the State of Maine and engaged in collecting and disposing of municipal solid waste shall be eligible for membership. New Members may be admitted upon (i) execution of a Municipal Joinder Agreement or other similar agreement between the Corporation and its members related to the disposal of municipal solid waste (as determined by the Board of Directors) and (ii) an affirmative vote of a majority of the Board of Directors. An affirmative vote by the Board of Directors may specify any terms and conditions, including but not limited to, financial preconditions and continuing obligations, upon which admission is predicated.

Section 3.3 Administrative Fee. The Board of Directors shall, on an annual basis, determine an administrative fee necessary to support/fund the Corporation's functions and duties. Each Member shall pay its proportionate share based on said member's actual tonnage delivered during the immediately preceding contract year under any waste disposal agreement administered under the aegis of the Corporation. The administrative fee shall be payable quarterly at the beginning of each quarter or at such other intervals as may be determined from time to time by the Board of Directors. Failure by any member to pay the administrative fee contemplated hereby shall result in the expulsion of such member upon the affirmative vote of a majority of the Board of Directors.

ARTICLE IV Meetings of Members

Section 4.1 Annual Meeting. An annual meeting of the Corporation shall be held in the State of Maine in the month of December of each year, at a time and place to be designated, to announce the results of director elections, hear reports of the officers and for the transaction of such business as may properly come before the meeting, including review of the operating budget for the next operating year.

Section 4.2 Special Meeting. Special meetings may be called by the President, a majority of the Board of Directors, or by Members which in the aggregate delivered to PERC during the immediately preceding contract year not less than 60,000 tons (which amount shall be reduced proportionately for any partial year) under any Municipal Joinder Agreement or otherwise under the aegis of the Corporation by sending written notice to the President of their desire to have a special meeting.

Section 4.3 Notice of Meeting. Notice to each member entitled to vote at such meeting of the place, day and hour of the annual meeting and, in case of a special

meeting, the purpose or purposes for which the meeting is called, shall be given by or at the direction of the President or the Clerk, or the officers or persons calling the meeting, not less than 10 days nor more than 50 days before the date of the meeting, either personally, by mail, or by recognized overnight courier . If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the mailing records of the Corporation, with postage thereon prepaid. If delivered in person or by overnight courier, such notice shall be deemed delivered upon receipt.

Section 4.4 Voting Generally. Each member shall be entitled to one (1) vote for every one hundred (100) tons of waste (reduced proportionately for any partial year) actually delivered by such member during the immediately preceding contract year under any Municipal Joinder Agreement or otherwise under the aegis of the Corporation. Each member shall be entitled to cast its votes, calculated on the above basis, on each matter presented to the membership for approval. Unless otherwise provided herein, a simple majority of votes cast will prevail. With respect to the election of directors, each member shall cast the number of votes to which it is entitled for one nominee No member shall be entitled to divide its votes between two or more nominees.

Section 4.5 Special Voting Rights. Members shall have special voting rights as provided in this Section 4.5 with respect to the following matters (collectively "Fundamental Matters"):

(i) acquisition or disposition of the real estate upon with the Fiberight Project is situated or of any other real estate or capital asset with a value in excess of \$100,000;

(ii) termination or extension of the Master Waste Supply Agreement between the Corporation and Fiberight, LLC, or any successor agreement (the "Master Waste Supply Agreement"), or entering into, extending or terminating any other contract between the Corporation and any third party governing the disposal of municipal solid waste generated by Members of the Corporation;

(iii) termination or extension of the site lease pursuant to which Fiberight has agreed to lease the Fiberight Project Site from the Corporation, or any successor lease (the "Site Lease");

(iv) any borrowing by the Corporation of more than \$100,000;

(v) any amendment of the Master Waste Supply Agreement the effect of which would be to increase the tipping fee payable by the Corporation's members or to alter in any material respect the entitlement of the Corporation's members to rebates thereunder;

(vi) approval of any Force Majeure Plan under the Master Waste Supply Agreement or the Site Lease;

(vii) any amendment to these Bylaws that would have the effect of impairing the voting rights of Members under this Article IV or of altering in any material respect the mission of the Corporation; or

(viii) dissolution of the Corporation or any plan of liquidation or distribution approved by the Board of Directors pursuant to Article XVIII of these Bylaws or otherwise.

Any Fundamental Change shall first be approved by the Board of Directors. Upon approval, and prior to implementation, the Board shall provide written notice of the Fundamental Change, which notice shall include a summary of the proposed change or changes and, in the case of an amendment to these Bylaws, a copy of the proposed amendment. The Members shall have thirty (30) days from the date of the notice within which to call a special meeting in the manner prescribed herein for the purpose of submitting a proposed Fundamental Change to a vote of the membership. Any such meeting shall be held and a vote taken within forty five (45) days of the date of the notice. If no such special meeting is properly called or is not held and a vote taken within the time period prescribed herein, or if the Fundamental Change at issue is approved at such a special meeting of the Members, the Board of Directors may proceed immediately to implement such Fundamental Change. If a special meeting is duly called and a vote taken within the time period prescribed herein for the purpose of voting to approve or disapprove a Fundamental Change, then the Board of Directors shall not implement that Fundamental Change until it has been approved by a vote of the Members, and any Fundamental Change that is not approved after being submitted to a vote of the Members as contemplated hereby shall not be implemented unless and until it has been subsequently submitted and approved in accordance with the process provided in this Section 4.5.

Section 4.6 Members to Vote in Person or by Proxy. A member entitled to vote may, through its Designated Representative, as provided in Section 4.9 of these Bylaws, vote in person or by proxy executed in writing by the member's Designated Representative or by its duly authorized attorney-in-fact. No proxy shall be valid after 11 months from the date of execution, unless otherwise provided in the proxy.

Section 4.7 Action Without a Meeting. Any action required or permitted under this Article to be taken at a meeting of the members may be taken without a meeting if written consents, setting forth the action so taken, are signed by all members entitled to vote on such action and are filed with the Clerk of the Corporation as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the members.

Section 4.8 Quorum. A majority of the total membership determined by the presence of members representing fifty percent (50%) of the aggregate actual tonnage

delivered during the immediately preceding contract year under any Municipal Joinder Agreement or otherwise under the aegis of the Corporation shall constitute a quorum for any meeting of the Members. The act of a majority of the tonnage represented by Members present at a meeting at which a quorum is present shall be the act of the membership. If a quorum is not present at any meeting of Members, Members present representing a majority of the tonnage represented by all Members present may adjourn the meeting from time to time without further notice.

Section 4.9 Designation of Member Representatives. Each member shall designate a representative (the "Designated Representative") who shall be the individual, or his or her successor, listed on the MRC membership mailing list unless the member notifies the MRC Clerk of a different Designated Representative. Unless otherwise set forth in a notice to the MRC Clerk by an authorized person, the Designated Representative is entitled to vote or otherwise respond to MRC correspondence on behalf of the member.

ARTICLE V Board of Directors

Section 5.1 General Powers. Subject to the limitations set forth in Section 4.5 of these Bylaws, the affairs of the Corporation, including all functions, powers and authority delegated by the members to the Corporation, shall be managed by its Board of Directors which shall consist of no less than three (3) nor more than nine (9) members. Such functions, powers and authority shall include, but not be limited to, those functions, powers and authority enumerated herein and those functions, powers and authority delegated to the Corporation by the provisions and terms of each member's Municipal Joinder Agreement or other similar agreement. Except as provided in Section 5.10 herein, the Board of Directors shall be elected annually by the Members. In order to be eligible for election as a director, a person must, at the time of his or her election, be a Member, or an elected or appointed official, an employee, or a legal resident of a Member.

Section 5.2 Voting Rights. The Members shall elect each year one-third of the total number of directors, as nearly as may be, for a term of three years. Directors elected at the annual meeting shall assume office as of January 1 of the calendar year immediately following their election. The Members shall also have the right to vote to approve or disapprove any matter submitted to the membership pursuant to Section 4.5 hereof and to vote with respect to any other matter specifically submitted to the membership for a vote by the Board of Directors.

Section 5.3 Nominations. The Clerk shall solicit in writing from Members no less than sixty (60) days before the annual meeting date nominees for election as directors. The nominations of Members must be submitted in writing to the Clerk by the Member's Designated Representative no later than forty-five (45) days before the annual meeting in order to be included in the final slate of nominees. The Board shall review all nominations and shall submit to the members for vote those nominees whom

the Board determines meet all qualifications for election set forth in these Bylaws and who are not otherwise disqualified due to conflict of interest or other similar reason. In the event that any nominee is determined not to be qualified, the nominee and the Member nominating him or her shall be so notified. The final slate of nominees presented to members may include no more than nine (9) nominees submitted by Members represented by members of the then current Board of Directors. In the event that a sitting member of the Board of Directors ceases to meet the above described eligibility criteria, he or she shall so notify the Board. Upon receipt of such notice, the Board may, in its discretion, remove such director. In the absence of any affirmative vote to remove, any such director may continue to serve for the balance of his or her term.

Section 5.4 Elections. The final slate of nominees as determined in accordance with Section 5.3 shall be mailed to all Members no later than thirty (30) days prior to the annual meeting. After due consideration Member Municipalities must vote by mailing their ballots to the Clerk , and such ballots must be received by the Clerk no later than five (5) days in advance of the annual meeting. The results of the election shall be announced by the Clerk at the annual meeting.

Section 5.5 Contests. Any exception to or contest of the election results as announced by the Clerk at the annual meeting shall be in writing and submitted to the Clerk within ten (10) days thereof. Members properly contesting election results shall be provided the opportunity to review the ballots, as submitted, within ten (10) days of the receipt by the Clerk of the notice of contest. Any contest shall be resolved by the Board of Directors (but excluding any director whose election is being contested), and the decision of the Board of Directors shall be final.

Section 5.6 Regular Meetings. Meetings of the Board of Directors, regular or special, may be held either within or outside the State of Maine The Board of Directors may provide by resolution the time and place for the holding of regular meetings of the Board , and no further notice of such meetings shall be required. Unless otherwise established by resolution of the Board of Directors, regular meetings shall be held on the fourth Wednesday of January, April, July and October of each year.

Section 5.7 Special Meetings. Special meetings of the Board of Directors may be called by the President, or if the President is absent or is unable to act, by any Vice President, or by any three directors.

Section 5.8 Notice. Notice of any special meeting of the Board of Directors shall be given at least three (3) business days prior thereto by written notice delivered personally or sent by mail or email to each director at his or her address as shown on the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except when a director attends the meeting for the

express purpose of objecting to the transaction of any business because a meeting is not lawfully called or convened.

Section 5.9 Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. Except as otherwise provided in these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 5.10 Vacancy. Any vacancy in the Board of Directors, including newly created directorships created by an increase in the number of directors, may be filled by vote of a majority of the remaining directors. A director elected to fill a vacancy shall serve until the next Annual Meeting of the Corporation at which time the Members shall elect an individual to serve on the Board of Directors for the remainder of the unexpired term of the director whose vacancy is being filled.

Section 5.11 Informal Action by Directors. Any action which may be taken or which may be required by Maine law to be taken at a meeting of directors or a committee of the Board, may be taken without a meeting if all the directors or members of the committee, as the case may be, sign written consents setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consent shall be filed with the minutes of the directors' meetings or committee meetings, as the case may be, and shall have the same effect as a unanimous vote of the directors.

Section 5.12 Meetings by Conference Telephone. Members of the Board of Directors may participate in any meeting of the Board or any Board committee by means of conference telephone, video conferencing or other comparable means whereby all persons participating in the meeting can hear each other. Such participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

Section 5.13 Regular Attendance. Regular attendance of Board meetings shall be required of all directors of the Corporation. Any director who fails to attend more than fifty Percent (50%) of the scheduled meetings of the Board of Directors in any year, or is absent from scheduled meetings on three consecutive occasions, may be removed as a director upon an affirmative vote of the Board of Directors. Any director who is the subject of a removal vote contemplated hereby shall be ineligible to vote upon such removal.

Section 5.14 Disqualified Individuals. An employee, officer, director, partner, associate, stockholder, member or owner of Fiberight, LLC, or any person or entity controlled by or under common control with Fiberight, LLC, or any person or entity providing financing to Fiberight, LLC shall be disqualified from serving on the Board of Directors.

ARTICLE VI Officers

Section 6.1 Election and Term. The officers of the Corporation shall consist of a President, a Vice President, a Clerk, a Treasurer and such other officers and assistant officers as may be deemed necessary. All officers shall be elected annually by the Board of Directors immediately following the annual meeting of the Corporation, unless the Board of Directors votes to defer such election until the next meeting of the Board of Directors. Any two or more offices may be held by the same person unless otherwise provided in the Articles of Incorporation. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until such officer's successor shall have been duly elected or appointed.

Section 6.2 Removal. Any officer elected or appointed as provided in the Articles of Incorporation or these Bylaws may be removed by the affirmative vote of a majority of the Board of Directors whenever in their judgment the best interests of the Corporation will be served thereby. Removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 6.3 Vacancies. A vacancy, however occurring, in any office may be filled by the Board of Directors.

Section 6.4 President. The President shall have general supervision of the affairs of the Corporation, shall preside at all meetings of the Board of Directors when present, and generally shall perform the duties usually incident to the office or prescribed by law or vote of the Board of Directors.

Section 6.5 Vice President. In the absence or disability of the President, or at his or her request, the duties of the President shall be performed by the Vice President. The Vice President shall perform such other duties as the Board or the President may determine.

Section 6.6 Clerk. The Clerk shall give notice to all directors of the Corporation of all regular meetings, the annual meeting and of all duly called special meetings of the Board of Directors. Notice shall be furnished in the manner prescribed by these Bylaws. The Clerk shall faithfully and impartially record the actions taken at each meeting of the Members of the Corporation and at each meeting of its Board of Directors. The Clerk shall have custody of the corporate records and the corporate seal and shall be sworn to the faithful performance of his or her duties.

Section 6.7 Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for faithful discharge of his or her duties in such sum and to such a surety or sureties as the Board of Directors shall determine. The Treasurer may execute and deliver all notices, certificates, documents and other instruments necessary to and in

furtherance of all action taken by the Board of Directors pertaining to the finances of the Corporation, including distribution of rebate payments, consistent with such transaction guidelines as the Board of Directors may establish. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; shall receive and give receipts for monies due and payable to the Corporation from any source, and shall deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be approved by the Board of Directors; and in general shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors. In his or her absence, the Treasurer may delegate these duties to another member of the Finance Committee.

ARTICLE VII Committees

Section 7.1 Generally. The Board of Directors, by a resolution adopted by a majority of the full Board of Directors, shall elect from among its members a Finance Committee and may designate from among its members such other committees as the Board may deem necessary or convenient, all in the manner set forth in this Article VII.

Section 7.2 Term of Office. Except as provided in Section 7.7 with respect to the chair of the Finance Committee, Committee members shall be appointed by the Board of Directors annually. Each committee member shall serve until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member.

Section 7.3 Chairman. Except as provided in Section 7.7 with respect to the chair of the Finance Committee, a chair of each committee shall be appointed by the Board of Directors from among its members.

Section 7.4 Vacancies. Vacancies in the membership of any committee may be filled by the Board of Directors.

Section 7.5 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7.6 Rules. Each committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

Section 7.7 Finance Committee. The Finance Committee shall be a standing committee consisting of not less than three members of the Board. The primary purpose of this committee shall be to oversee the finances of the Corporation. It shall make recommendations to the Board of Directors from time to time as to the management, utilization and distribution of assets of the Corporation, as well as assets

received or held from time to time by the Corporation for the benefit of its Members including, without limitation, rebates paid by Fiberight to the Corporation for the account of its Members.

The Treasurer shall serve ex officio as the Chair of the Finance Committee. The Treasurer may execute and deliver all notices, certificates, documents and other instruments necessary to and in furtherance of all action taken by the Board of Directors pertaining to the finances of the Corporation, including distribution of rebate payments, consistent with such transaction guidelines as the Board of Directors may establish. In his or her absence, the Treasurer may delegate these duties to another member of the Finance Committee.

ARTICLE VIII

Contracts, Checks, Deposits and Funds

Section 8.1 Contracts. The Board of Directors may authorize any officer(s) or agents(s) of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 8.2 Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as may be specified in these Bylaws or as shall from time to time be determined by a resolution of the Board of Directors. In the absence of such determination by the Board of Directors, any such instrument shall be signed by the Treasurer and countersigned by the President or a Vice President of the Corporation.

Section 8.3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may designate.

Section 8.4 Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE IX

Books and Records

Section 9.1 Books and Records. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at its registered office or principal office in the State of Maine a record of

the names and addresses of its directors. All books and records of this Corporation may be inspected by any officer, director, or his or her agent or attorney for any proper purpose at any reasonable time and otherwise as required by law.

ARTICLE X Fiscal Year

Section 10.1 Fiscal Year. Unless the Board of Directors shall otherwise determine by resolution, the fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XI Prohibition Against Sharing in Corporate Earnings

Section 11.1 Prohibition Against Sharing in Corporate Earnings. Except as expressly provided for in Section 17.1 below, no director, officer, or employee of or member of a committee of or natural person connected with the Corporation, or any other private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation; provided that, this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes as shall be fixed by the Board of Directors; and no such natural person or persons shall be entitled to share in the distribution of any income or profit of the Corporation upon its dissolution.

ARTICLE XII Investments

Section 12.1 Investments. The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, in accordance with such investment policy as the Board of Directors may adopt from time to time at any duly noticed Board meeting which policy shall reflect policies customarily applied to the investment of funds held by municipalities and state agencies in the State of Maine..

ARTICLE XIII Power to Appoint Trustee or Agents

Section 13.1 Power to Appoint Trustee. The Corporation shall have the power to appoint trustees or agents to facilitate the administration of funds on behalf of the Corporation or its Members including, but not limited to, receiving, holding and distributing on behalf of its Members rebates and other amounts distributable to the Members pursuant to the Master Waste Supply Agreement, the Site Lease, the Joinder Agreement, or any successor agreements, and administering any bond or other financing on behalf of the Corporation or its Members.

ARTICLE XIV
Exempt Activities

Section 14.1 Exempt Activities. Notwithstanding any other provision of these Bylaws, no member, director, officer, employee, or representative of this Corporation shall take any action or carry on any activity by or on behalf of the Corporation, or accept any distribution from the Corporation, not permitted to be taken, carried on or paid by an entity organized under Title 13-B of the Maine Revised Statutes.

ARTICLE XV
Seal

Section 15.1 Seal. The Seal of the Corporation may, but need not, be affixed to any properly executed document, and its absence therefrom shall not impair the validity of the document or any action taken in pursuance thereof or in reliance thereon. The presence of the corporate seal and a document purporting to be executed by authority of a domestic or foreign corporation shall be prima facie evidence of the document so executed.

ARTICLE XVI
Amendment to Bylaws

Section 16.1 Amendment to Bylaws. Except to the extent limited by the provisions of Section 4.5 hereof, these Bylaws may be amended by a majority of the directors present at any regular meeting or at any special meeting, if the written notice for such meeting contains a description of the proposed amendment, or a copy thereof is attached to such notice.

ARTICLE XVII
Indemnification

Section 17.1 Indemnification. The Corporation shall have the power to indemnify, and shall indemnify, any person who is currently or was an, officer, director, employee, agent or other person acting for or on behalf of the Corporation, in respect of any and all matters or actions for which indemnification is permitted by the laws of the State of Maine, including without limitation, liability for expenses incurred in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, or agent of the Corporation, or is or was serving at the request of the Corporation as director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any of the above-stated capacities, or arising out of his or

her status as such, whether or not the Corporation would have the power to indemnify such person.

ARTICLE XVIII Dissolution

Section 18.1 Dissolution. Upon any dissolution of the Corporation or the termination of its activities, the assets of the Corporation remaining after the payment of all its liabilities shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to one or more state or local governments, for a public purpose, as the Board of Directors of the Corporation, in its sole and absolute discretion, shall determine .

Restated as of April 1, 2018

Greg Louder , Clerk

AMENDED AND RESTATED
BYLAWS
OF
MUNICIPAL REVIEW COMMITTEE, INC.

(~~Revised To be effective~~ as of ~~July 23~~April 1, 2014~~2018~~)

ARTICLE I
Name, Location and Corporate Seal

Section 1.1 Name. The name of this corporation shall be Municipal Review Committee, Inc., and it shall be located in ~~Bangor~~Ellsworth, County of ~~Penobscot~~Hancock, State of Maine.

Section 1.2 Seal. The corporate seal shall be the common wafer seal unless otherwise determined by the Board of Directors.

ARTICLE II
Mission and Purpose

Section 2.1 Mission. This Corporation shall be a public benefit corporation as defined in Title 13-B, Section 1406 of the Maine Revised Statutes. ~~The-Its~~ mission ~~of this corporation is~~ shall be to better ensure the continuing availability to its members of long-term, reliable, safe and environmentally sound methods of solid waste disposal at a stable and reasonable cost. Members may include municipalities, counties, refuse disposal districts, public waste disposal corporations and other quasi-municipal entities ~~in addition to municipalities~~ responsible for the collection or disposal of municipal solid waste originating in the State of Maine.

Section 2.2 Purposes. Without limiting the general mission of the Corporation as set forth in Section 2.1, ~~The-its~~ purposes ~~of this corporation on a continuous basis shall be to promote~~ include, without limitation, (i) the power to develop potential waste

disposal alternatives, to enter into contracts, acquire and finance assets, and to operate or oversee operation of such alternatives in such manner as the Board of Directors, after notice to the Corporation's membership and an opportunity to be heard, may determine to be in the best interests of the membership; and (ii) without limiting the generality of the foregoing, the power (a) to enforce all obligations and covenants as may be set forth in contracts incident to the Corporation's purposes; (b) to file and prosecute in its own name and/or in the name of one or more of its Members permit applications relating thereto; (c) to prosecute or otherwise participate in administrative and court proceedings related thereto in its own name and/or in the name of one or more of its Members; (d) to review and administer, accept, invest, apply and distribute tip fees, rebates and other payments incident thereto, including the establishment and funding of such reserve funds as the Board of Directors may deem appropriate from time to time, all in accordance with the provisions of Municipal Joinder Agreements or other similar agreements between the Corporation and its members related to the disposal of municipal solid waste; and (e) to negotiate and enter into in the name of and on behalf of the Corporation or one or more of its members contracts related to the collective transportation, management and disposition of municipal solid waste, including, without limitation, contracts related to the bypass of waste and disposition of non-processibles and residuals, in each case as determined by the Board of directors to be in the best interests of the Members of the Corporation; and (iii) ~~the common good and general welfare of the people of its members in the following manner on a regular basis:~~

- ~~1. Act as a liaison for and representative of the members, which members are commonly known interchangeably as "Charter Municipalities" and "Member Municipalities", with the Penobscot Energy Recovery Company, Limited Partnership ("PERC") and Emera Maine ("Emera");~~

- ~~2. Review PERC's monthly and annual financial performance and operating reports;~~
- ~~3. Review quarterly tipping fee adjustments by PERC;~~
- ~~4. Review projected/documented utilization of Capital and Maintenance Reserve Account ("CMRA") monies;~~
- ~~5. Oversee the CMRA;~~
- ~~6. Review and verify calculation by PERC of cash and performance credits to be provided to Charter Municipalities under the Waste Disposal Agreements between each such Member Municipality and PERC (each individually an "Agreement" and collectively the "Agreements") as those Agreements may be amended from time to time;~~
- ~~7. Review any changes proposed by PERC to the line item definitions in the operating Profit and Loss Report;~~
- ~~8. Review of Sampling Methodology and PERC's compliance with performance standards;~~
- ~~9. Monitor the status of the power purchase agreement between PERC and Emera;~~
- 1.
- ~~10. Identify alternative waste disposal options that may be implemented by the MRC or a successor organization following termination of the members' waste disposal agreements with PERC including, but not limited to, any and all actions incident to the development, ownership, financing and /or operation of a new integrated solid waste disposal facility to serve the Charter Municipalities following termination of the existing waste disposal agreements with PERC; and~~
- 11. to Pperform such additional acts and functions as the Board of Directors deems necessary and/or desirable to effectuate the mission and general purposes of the Corporation and the administration of the Agreements contracts or and any other instruments ~~or agreements~~ ancillary or collateral thereto.

~~12. With regard to so-called Equity Charter Municipalities who have further modified their respective waste disposal agreements with PERC by executing a Second Amended, Extended and Restated Waste Disposal Agreement prior to September 30, 1998:~~

~~A. Receive or direct cash distributions from PERC or its trustee (sometimes called "Performance Credits") and determine the allocation, use and application thereof on behalf of Equity Charter Municipalities;~~

~~B. Purchase, sell and otherwise deal on behalf of the Equity Charter Municipalities with limited partnership interests in PERC Limited Partnership.~~

~~On occasion, the Municipal Review Committee, Inc. will also perform the following functions:~~

~~1. Review any additional costs imposed by PERC on the basis of a change in law and approve, disapprove or suggest alternatives to same;~~

~~2. Formulate appropriate response to notification by PERC of a change in its financial condition that may result in a cessation of operations under the Agreements;~~

~~3. Enforcement of Member Municipalities' priority lien on CMRA monies including, determining each Charter Municipality's pro-rata share of same in the event of a termination of operations under the Agreements;~~

~~4. Administration of withholding, escrow, and release of monies resulting from a cumulative CMRA shortfall;~~

~~5. Exercise of options and other functions concerning tonnage contemplated by Article V and Article VIII of the Agreements including reallocation, trading, or replacement any tonnage shortfalls;~~

~~6. Review and recommend appropriate action pursuant to any request by PERC to assign its rights and responsibilities under the Agreements;~~

~~7. Establish an escrow account for accrued but unpaid Performance Credits;~~

- ~~8. If appropriate, consent to refinancing that may materially affect performance credits, book value of the PERC facility, or distributable cash;~~
- ~~9. Represent Charter Municipalities in arbitration of disputes arising under the Agreements including, consenting to be bound by such arbitration;~~
- ~~10. Periodically review and evaluate the fairness and practical aspects of the allocation of various benefits and risks among its members encumbrant in their respective waste disposal agreements and other relationships;~~
- ~~11. Interface with FAME and other lenders to PERC concerning the administration of loans and other credit relationships with PERC.~~

Section 2.3 Purposes Incident to PERC Wind-Up. In addition to the powers enumerated in Section 2.2, until such time as (i) the existing contracts between members of the Corporation and the Penobscot Energy Recovery Company, L.P. ("PERC") have terminated, (ii) the PERC Partnership has been finally liquidated and dissolved, and (iii) and dispute between PERC and the Corporation, or any member of the Corporation, has been finally resolved, the powers of the Corporation shall include all those powers reasonably incident to the foregoing and shall include, without limitation, those specific powers enumerated in the Bylaws of the Corporation immediately prior to the effective date of these Amended and Restated Bylaws.

Section 2.34 Other Purposes. This Corporation shall have all the powers, rights and duties normally incident to such corporations and all other rights granted to corporations organized under Title 13-B of the Maine Revised Statutes, as well as the powers, rights and duties granted by Title 38, Section 1304-B, subsection 5-A of the Maine Revised Statutes, except to the extent that such powers are inconsistent with ARTICLE SECOND of the Restated Articles of Incorporation of the Corporation.

ARTICLE III Membership

Section 3.1 ~~Designation of Members~~. The ~~e~~Corporation shall have ~~three~~ two classes of members: ~~(1) Original Charter Municipalities Members, being those members that were members as of the earlier of March 31, 2018 or the date upon which the existing waste disposal agreements between each member of the Corporation and the Penobscot Energy Recovery Company Limited Partnership terminate (the "PERC Termination Date") and have elected to continue as members by entering into an agreement with the Corporation ("Municipal Joinder Agreement") under which they have agreed to deliver solid waste to the so-called Fiberight waste processing facility located off Coldbrook Road in Hampden, Maine (the "Fiberight Facility") or otherwise to deliver municipal solid waste under the aegis of the Corporation;~~ ~~(2) Amending Charter Municipalities;~~ and ~~(3) Equity Non-Charter Municipalities Members, being those members that were not members of the Corporation as of the PERC Termination Date but have thereafter elected to become members, have been admitted to membership by the Board of Directors, and have executed and delivered a Municipal Joinder Agreement pursuant to which they have agreed to dispose of municipal solid waste at the Fiberight Facility or otherwise under the aegis of the Corporation. as those terms are defined in the municipalities' respective Waste Disposal Agreements with PERC and otherwise set forth in the Articles of Incorporation as amended from time to time or as set forth in the bylaws, as may be amended from time to time. Charter Members and Non-Charter Members shall have such rights and responsibilities as are set forth in the articles of incorporation of the Corporation and as may be assigned to them from time to time by the Municipal Joinder Agreements or in such other agreements as may be entered into from time to time among the Corporation and its members related to the disposal of municipal solid waste. includi, without limitation, certain Municipal Joinder Areements dated as of _____ between the corporation and its members~~

related to the disposal of municipal solid waste at the so-called Fiberight Facility in Hampden, Maine.

Section 3.2 Eligibility and Admission. ~~Only m~~Municipalities and counties, inclusive of public waste disposal corporations and other regional associations, located within the State of Maine, and engaged in collecting and disposing of municipal solid waste within the State of Maine, may shall be eligible for membership. ~~Membership shall be open to, and inure automatically to the benefit of, each municipality and public entity listed on Exhibit A attached hereto (hereinafter "Municipality").~~ In addition, ~~n~~New Members ~~Municipalities~~ may be admitted upon (i) execution of a ~~Waste Disposal~~Municipal Joinder Agreement ~~substantially or other~~ similar ~~to~~ agreement between the Corporation and its members related to the disposal of municipal solid waste of Member Municipalities (as determined by the Board of Directors) and (ii) an affirmative vote of a majority of the Board of Directors. An affirmative vote by the ~~Board of directors~~Directors shall may specify any terms and conditions, including but not limited to, financial preconditions and continuing obligations, upon which admission is predicated.

Section 3.23 Administrative Fee. The Board of Directors shall, on an annual basis, determine an administrative fee necessary to support/fund the ~~e~~Corporation's functions and duties. Each ~~m~~Member ~~municipality~~ shall pay its proportionate share based on said member's actual tonnage delivered during the immediately preceding fiscal contract year under any waste disposal agreement ~~entered into by and between said member and PERC administered under the aegis of the Corporation.~~ ~~Said~~The administrative fee ~~is shall be~~ payable quarterly at the beginning of each quarter or at such other intervals as may be determined from time to time by the Board of Directors. Failure by any member to pay the administrative fee contemplated hereby ~~will shall~~

result in the expulsion of such member, upon ~~an the~~ affirmative vote of ~~the a~~ majority of the Board of Directors.

ARTICLE IV Meetings of Members

Section 4.1 Annual Meeting. An annual meeting of the eCorporation shall be held in the State of Maine in the month of December of each year, at a time and place to be designated, to announce the results of director elections, hear reports of the officers and for the transaction of such business as may properly come before the meeting, including review of the operating budget for the next operating year.

Section 4.2 Special Meeting. Special meetings may be called by the President, a majority of the Board of Directors, or by ~~m~~Members which in the aggregate delivered to PERC during the immediately preceding ~~fiscal contract~~ year not less than 60,000 tons (which amount shall be reduced proportionately for any partial year) under any ~~waste disposal agreement entered into by and between such members and PERC.~~ Municipal Joinder Agreement or otherwise under the aegis of the Corporation by sending written notice to the President of their desire to have a special meeting.

Section 4.3 Notice of Meeting. Notice to each member entitled to vote at such meeting of the place, day and hour of the annual meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by or at the direction of the President or the Clerk, or the officers or persons calling the meeting, not less than 10 days nor more than 50 days before the date of the meeting, either personally, by mail, or by recognized overnight courier by or at the direction of the President or the Secretary, or the officers or persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his

address as it appears on the mailing records of the eCorporation, with postage thereon prepaid. If delivered in person or by overnight courier, such notice shall be deemed delivered upon receipt.

Section 4.4 Voting Generally. Each member shall be entitled to one (1) vote for every one hundred (100) tons of waste (reduced proportionately for any partial year) actually delivered by such member during the immediately preceding fiscal contract year under any waste disposal agreement entered into by and between said member and PERGMunicipal Joinder Agreement or otherwise under the aegis of the Corporation. Each member shall be entitled to cast its cumulative votes, calculated on the above basis, on each matter presented to the membership vote for approval. Unless otherwise provided herein, a simple majority of cumulative votes cast will prevail. With respect to the election of directors, each member shall be required to cast all of its the number of votes to which it is entitled for one nominee , and n No member shall be entitled to cast a portion of, or otherwise divide, its divide its votes between two or more nominees.

Section 4.5 Special Voting Rights. Members shall have special voting rights as provided in this Section 4.5 with respect to the following matters (collectively "Fundamental Matters"):

(i) acquisition or disposition of the real estate upon with the Fiberright Project is situated or of any other real estate or capital asset with a value in excess of \$100,000;

(ii) termination or extension of the Master Waste Supply Agreement between the Corporation and Fiberright, LLC, or any successor agreement (the "Master Waste Supply Agreement"), or entering into, extending or terminating any other contract between the Corporation and any third party governing the disposal of municipal solid waste generated by Members of the Corporation;

(iii) termination or extension of the site lease pursuant to which Fiberight has agreed to lease the Fiberight Project Site from the Corporation, or any successor lease (the "Site Lease");

(iv) any borrowing by the Corporation of more than \$100,000;

(v) any amendment of the Master Waste Supply Agreement the effect of which would be to increase the tipping fee payable by the Corporation's members or to alter in any material respect the entitlement of the Corporation's members to rebates thereunder;

(vi) approval of any Force Majeure Plan under the Master Waste Supply Agreement or the Site Lease;

(vii) any amendment to these Bylaws that would have the effect of impairing the voting rights of Members under this Article IV or of altering in any material respect the mission of the Corporation; or

(viii) dissolution of the Corporation or any plan of liquidation or distribution approved by the Board of Directors pursuant to Article XVIII of these Bylaws or otherwise.

Any Fundamental Change shall first be approved by the Board of Directors. Upon approval, and prior to implementation, the Board shall provide written notice of the Fundamental Change, which notice shall include a summary of the proposed change or changes and, in the case of an amendment to these Bylaws, a copy of the proposed amendment. The Members shall have thirty (30) days from the date of the notice within which to call a special meeting in the manner prescribed herein for the purpose of submitting a proposed Fundamental Change to a vote of the membership. Any such meeting shall be held and a vote taken within forty five (45) days of the date of the notice. If no such special meeting is properly called or is not held and a vote taken within the time period prescribed herein, or if the Fundamental Change at issue is approved at such a special meeting of the Members, the Board of Directors may

proceed immediately to implement such Fundamental Change. If a special meeting is duly called and a vote taken within the time period prescribed herein for the purpose of voting to approve or disapprove a Fundamental Change, then the Board of Directors shall not implement that Fundamental Change until it has been approved by a vote of the Members, and any Fundamental Change that is not approved after being submitted to a vote of the Members as contemplated hereby shall not be implemented unless and until it has been subsequently submitted and approved in accordance with the process provided in this Section 4.5.

Section 4.56 Members to Vote in Person or by Proxy. A member entitled to vote may, through its Designated Representative, as provided in Section 4.9 of these Bylaws, vote in person or by proxy executed in writing by the member's Designated Representative or by its duly authorized attorney-in-fact. No proxy shall be valid after 11 months from the date of execution, unless otherwise provided in the proxy.

Section 4.7 Action Without a Meeting. Any action required or permitted under this Article to be taken at a meeting of the members may be taken without a meeting if written consents, setting forth the action so taken, are signed by all members entitled to vote on such action and are filed with the Clerk of the eCorporation as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the members.

Section 4.78 Quorum. A majority of the total membership determined by the presence of members representing fifty percent (50%) of the aggregate actual tonnage delivered during the immediately preceding ~~fiscal-contract~~ year under any Municipal Joinder Agreement or otherwise under the aegis of the Corporation waste-disposal agreements entered into by and between the members and PERC shall constitute a quorum for any meeting of the mMembers. The act of a majority of the tonnage represented by mMembers present at a meeting at which a quorum is present shall be

the act of the membership. If a quorum is not present at any meeting of ~~m~~Members, Members present representing a majority of the tonnage represented by all mMembers present may adjourn the meeting from time to time without further notice.

Section 4.89 Designation of Member Representatives. Each member shall designate A representative (the "Designated Representative") of the Member Municipalities' choice will be the samewho shall be the individual, or his or her successor, ~~as~~ listed on the MRC membership mailing list unless the member ~~municipality~~ notifies the MRC Clerk of a different ~~member~~ Designated rRepresentative. Unless otherwise set forth in a notice to the MRC Clerk by an authorized person, the ~~d~~Designated rRepresentative is entitled to vote or otherwise respond to MRC correspondence on behalf of the member ~~municipality~~.

~~— The vote of the member representative will~~ shall ~~constitute the vote of the member.~~

ARTICLE V
Board of Directors

Section 5.1 General Powers. Subject to the limitations set forth in Section 4.5 of these Bylaws, the Affairs of the eCorporation, including all functions, powers and authority delegated by the members to the eCorporation, shall be managed by its Board of Directors which shall consist of no less than three (3) nor more than nine (9) members. Such functions, powers and authority shall include, but not be limited to, those functions, powers and authority enumerated herein and those functions, powers and authority delegated to the eCorporation by the provisions and terms of each member's respective Municipal Joinder Agreement or other similar agreement and various ancillary agreements and votes of the respective members. Except as provided in Section 5.910 herein, the Board of Directors shall be elected annually by the mMembers. In order to be eligible for election as a director, a person must, at the time of his or her election, be a Member, or an elected or appointed official, an employee, or a legal resident of a Member ~~Municipality~~.

Section 5.2 Voting Rights. The mMembers shall elect each year one-third of the total number of directors, as nearly as may be, for a term of three years. Newly elected dDirectors elected at the annual meeting shall assume office ~~the as of~~ January 1 of the calendar year immediately following their election. The Members shall also have the right to vote to approve or disapprove any matter submitted to the membership pursuant to Section 4.5 hereof and to vote with respect to any other matter specifically submitted to the membership for a vote by the Board of Directors.

Section 5.23 Nominations. The Clerk ~~of the corporation~~ shall solicit in writing ~~the nominations of directors~~ from Members ~~Municipalities~~ no less than sixty (60) days before the annual meeting date nominees for election as directors. The nominations of Members ~~Municipalities~~ must be ~~presented-submitted~~ in writing to the ~~Board of Directors~~ Clerk by the Member's Designated Representative no later than forty-five (45)

days before the annual meeting in order to be included in the final slate of nominees. The Board shall review all nominations and shall submit to the members for vote those nominees whom the Board determines meet all qualifications for election set forth in these Bylaws and who are not otherwise disqualified due to conflict of interest or other similar reason. In the event that any nominee is determined not to be qualified, the nominee and the Member ~~Municipality~~ nominating him or her shall be so notified. The final slate of nominees presented to members may include no more than nine (9) nominees submitted by ~~the Members represented by members of the~~ then current Board of Directors. In the event that a sitting member of the Board of Directors ceases to meet the above described eligibility criteria, he or she shall so notify the Board. Upon receipt of such notice, the Board may, in its discretion, remove such director. In the absence of any affirmative vote to remove, any such director may continue to serve for the balance of his or her term.

Section 5.34 Elections. The final slate of nominees as ~~calculated-determined~~ in accordance with Section 5.23 ~~herein~~, shall be mailed to ~~all Members~~ ~~Municipalities~~ no later than thirty (30) days prior to the annual meeting. After due consideration Member Municipalities must ~~cast and submit~~ vote by mailing their ~~votes~~ ballots to the Clerk ~~of the corporation~~, and such ballots must be received by the Clerk no later than five (5) days in advance of the annual meeting. The results of the elections shall be announced by the Clerk ~~of the corporation~~ at the annual meeting.

Section 5.45 Contests. Any exception to or contest of the election results as announced by the Clerk at the annual meeting shall be in writing and submitted to the Clerk within ten (10) days thereof. Members properly contesting election results shall be provided the opportunity to review the ballots, as submitted, within ten (10) days of the receipt by the Clerk of the notice of contest. Any contest shall be resolved by the Board of Directors (but excluding any director whose election is being contested), and the decision of the Board of Directors shall be final.

Section 5.56 Regular Meetings. Meetings of the Board of Directors, regular or special, may be held either within or outside the State of Maine,~~and upon such notice as these Bylaws may prescribe.~~ The Board of Directors may provide by resolution the time and place,~~either within or outside the State of Maine,~~ for the holding of additional regular meetings of the Board ~~without notice other than such resolution, and no further notice of such meetings shall be required.~~ Unless otherwise established by resolution of the Board of Directors, Regular meetings shall be held on the fourth ~~Friday~~ Wednesday of January, April, July and October of each year ~~or at such other time as may be rescheduled by the President or, in his absence, a Vice President determined by resolution of the Board of Directors or by the President.~~

Section 5.67 Special Meetings. Special meetings of the Board of dDirectors may be called by the President, or if the President is absent or is unable to act, by any Vice President, or by any three directors,~~or by any other person or persons authorized by these Bylaws.~~

Section 5.78 Notice. Notice of any special meeting of the Board of Directors shall be given at least three (3) business days prior thereto by written notice delivered personally or sent by mail or telegram-email to each director at his or her address as shown on the records of the eCorporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except when a director attends the meeting for the express purpose of objecting to the transaction of any business because a meeting is not lawfully called or convened. ~~Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of waiver of notice of such meeting, unless the Articles of Incorporation or Title 13-B of the Maine Revised Statutes so require.~~

Section 5.89 Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors ~~are is~~ present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. Except as otherwise provided in these Bylaws, ~~the~~ act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 5.910 Vacancy. Any vacancy in the Board of Directors, including newly created directorships created by an increase in the number of directors, may be filled by vote of a majority of the remaining directors. A director elected to fill a vacancy shall serve until the next Annual Meeting of the MembersCorporation ~~immediately prior to~~ at which time the Members shall elect an individual to serve on the Board of Directors for the remainder of the unexpired term of the director whose vacancy is being filled ~~in the manner prescribed above as to nominations and elections of directors.~~

Section 5.101 Informal Action by Directors. Any action which may be taken or which may be required by Maine law to be taken at a meeting of directors or a committee of the Board, may be taken without a meeting if all the directors or members of the committee, as the case may be, sign written consents setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consent shall be filed with the minutes of the directors' meetings or committee meetings, as the case may be, and shall have the same effect as a unanimous vote of the directors.

Section 5.112 Meetings by Conference Telephone. ~~It is the general intent that the Board of Directors will assemble in specified locations for regular meetings; however, recognizing the probable wide geographical distribution of Board members, and the occasional need for meetings to be held on short notice, the m~~Members of the Board of Directors ~~of the corporation~~ may participate in any meeting of ~~such the~~ Board or any Board committee by means of conference telephone, video conferencing or other

~~comparable means call~~ whereby all persons participating in the meeting can hear each other. Such participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

Section 5.123 Regular Attendance. Regular attendance of Board meetings shall be required of all directors of the eCorporation. Any director who fails to attend more than fifty Percent (50%) of the scheduled meetings of the Board of Directors in any year, or is absent from ~~any such~~ scheduled meetings on three consecutive occasions, may be removed as a director ~~of the corporation~~ upon an affirmative vote of the Board of Directors. Any director who is the subject of a removal vote contemplated hereby, shall be ineligible to vote upon such removal.

Section 5.134 Disqualified Individuals. An employee, officer, director, partner, associate, ~~stockholder~~ stockholder, member or owner of ~~PERC or Emera or any entity that owns directly or indirectly at least ten percent (10%) of PERC Fiberight, LLC, or any person or entity controlled by or under common control with Fiberight, LLC, or any person or entity providing financing to Fiberight, LLC~~ shall be disqualified from serving on the Board of Directors ~~of the corporation~~.

ARTICLE VI Officers

Section 6.1 Election and Term. The officers of ~~this the~~ eCorporation shall consist of a President, a Vice President, a Clerk, a Treasurer and such other officers and assistant officers as may be deemed necessary. All officers shall be elected ~~or appointed~~ annually by the Board of Directors immediately following the annual meeting of the eCorporation, unless the Board of Directors votes to defer such ~~appointments or~~ election until the next meeting of the Board of Directors. Any two or more offices may be held by the same person unless otherwise provided in the Articles of Incorporation. New offices may be created and filled at any meeting of the Board of Directors. Each

officer shall hold office until such officer's successor shall have been duly elected or appointed.

Section 6.2 Removal. Any officer elected or appointed as provided in the Articles of Incorporation or these Bylaws may be removed by the ~~persons authorized to elect or appoint such officer~~affirmative vote of a majority of the Board of Directors whenever in their judgment the best interests of the eCorporation will be served thereby. Removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 6.3 Vacancies. A vacancy, however occurring, in any office may be filled by the Board of eDirectors.

Section 6.4 President. The President shall have general supervision of the affairs of the eCorporation, shall preside at all meetings of the Board of Directors when present, and generally shall perform the duties usually incident to the office or prescribed by law or vote of the Board of Directors.

Section 6.5 Vice President. In the absence or disability of the President, or at his or her request, the duties of the President shall be performed by the Vice President. The Vice President shall perform such other duties as the Board or the President may determine.

Section 6.6 Clerk. The Clerk shall give notice to all directors of the eCorporation of all regular meetings, the annual meeting and of all duly called special meetings of the Board of Directors. Notice shall be furnished in the manner ~~provided~~ prescribed by these Bylaws. The Clerk shall faithfully and impartially record the actions taken at each meeting of the Members of the eCorporation and at each meeting of its Board of Directors. The Clerk shall have custody of the corporate records and the corporate seal and shall be sworn to the faithful performance of his or her duties.

Section 6.7 Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for faithful discharge of his or her duties in such sum and to such a surety

or sureties as the Board of Directors shall determine. The Treasurer may execute and deliver all notices, certificates, documents and other instruments necessary to and in furtherance of all action taken by the Board of Directors pertaining to the finances of the Corporation, including distribution of rebate payments, consistent with such transaction guidelines as the Board of Directors may establish. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the eCorporation; shall receive and give receipts for monies due and payable to the eCorporation from any source ~~whatsoever~~, and shall deposit all such monies in the name of the eCorporation ~~and in~~ such banks, trust companies or other depositories as shall be ~~selected by the corporation approved by the Board of Directors~~; and in general shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors. In his or her absence, the Treasurer may delegate these duties to another member of the Finance Committee.

ARTICLE VII Committees

Section 7.1 Generally. The Board of Directors, by a resolution adopted by a majority of the full Board of Directors, shall elect from among its members a Finance Committee and may designate from among its members such other committees as the Board may deem necessary or convenient, all in the manner set forth in this Article VII.

Section 7.2 Term of Office. Except as provided in Section 7.7 with respect to the chair of the Finance Committee, Committees members shall be appointed by the Board of Directors annually. Each committee member shall serve until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member ~~thereof~~.

Section 7.3 Chairman. ~~One member~~ Except as provided in Section 7.7 with respect to the chair of the Finance Committee, a chair of each committee shall be appointed ~~Chairman by the Board of Directors~~ from among its members.

Section 7.4 Vacancies. Vacancies in the membership of any committee may be filled by ~~appointments made in the same manner as provided in the case of original appointments~~ the Board of Directors.

Section 7.5 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7.6 Rules. Each committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

Section 7.7 Finance Committee. The Finance Committee shall be a standing committee consisting of not less than three members of the Board ~~who are duly appointed as provided elsewhere in this Article.~~ The primary purpose of this committee is ~~to assist the Board of Directors with regard to its functions on behalf of Equity Charter Municipalities as set forth in Article II, Section 2.2.11(A-C) of the Bylaws pertaining to:~~

- ~~—A.—allocation, use and application of Performance Credits;~~
- ~~—B.—transactions involving limited partnership interests in PERC Limited Partnership ("Partnership") and corresponding reduction in the Partnership's outstanding bonded indebtedness (commonly referred to as "bond prepayment"), including use and application of funds in the MRC Prepayment Account and the MRC Retention subaccount which secure, in part, obligations of the Partnership as to said indebtedness as well as the use and application of funds in the Custodial Account.~~

~~— More particularly, the Finance Committee shall monitor~~ shall be to oversee the ~~financial performance~~ finances of the ~~Corporation~~ Partnership and of Emera, ~~with the assistance of any staff and the various consultants which have been engaged by the~~

~~Board of Directors.~~ It shall make recommendations to the Board of Directors from time to time as to the management, and utilization and distribution of assets of the Corporation, as well as assets received or held from time to time by the Corporation for the benefit of its Members including, without limitation, rebates paid by Fiberight to the Corporation for the account of its Members. ~~of the resources available to the MRC on behalf of the Equity Charter Municipalities which recommendation shall include the development of guidelines for undertaking specific transactions involving purchases of partnership shares via bond prepayment and application of the proceeds or other benefits resulting from any such purchases or sales.~~

The Treasurer shall beserve ex officio as the Chairman of the Finance Committee. The Treasurer may execute and deliver all notices, certificates, documents and other instruments necessary to and in furtherance of all action taken by the Board of Directors pertaining to the functions set forth in Article II, Section 2.2-11 (A-C) of the Bylaws finances of the Corporation, including distribution of rebate payments, consistent with such transaction guidelines as the Board of Directors may establish. In his or her absence, the Treasurer may delegate these duties to another member of the Finance Committee.

~~—— In view of the anticipated need to make decisions expeditiously, from time to time, in order to obtain the best advantage for Equity Charter Municipalities in transactions involving the purchase of limited partnership interests (and any related purchase of outstanding partnership bonds) in the Partnership, the Treasurer or other member of the Finance Committee so designated by the Treasurer may approve and execute such transactions in a matter consistent with guidelines approved by the Board of Directors.~~

ARTICLE VIII
Contracts, Checks, Deposits and Funds

Section 8.1 Contracts. The Board of Directors may authorize any officer(s) or agents(s) of the eCorporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the eCorporation, and such authority may be general or confined to specific instances.

Section 8.2 Checks, Drafts. Etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the eCorporation, shall be signed by such officer or officers, agent or agents of the eCorporation and in such manner as [may be specified in these Bylaws or as](#) shall from time to time be determined by a resolution of the Board of Directors. In the absence of such determination by the Board of Directors, [any](#) such instrument shall be signed by the Treasurer and countersigned by the President or a Vice President of the eCorporation.

Section 8.3 Deposits. All funds of the eCorporation shall be deposited from time to time to the credit of the eCorporation in such banks, trust companies or other depositories as the Board of Directors may [select designate](#).

Section 8.4 Gifts. The Board of Directors may accept on behalf of the eCorporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the eCorporation.

ARTICLE IX
Books and Records

Section 9.1 Books and Records. The eCorporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors,

and shall keep at its registered office or principal office in the sState of Maine a record of the names and addresses of its directors. All books and records of this eCorporation may be inspected by any officer, director, or his or her agent or attorney for any proper purpose at any reasonable time and otherwise as required by law.

ARTICLE X Fiscal Year

Section 10.1 Fiscal Year. Unless the Board of Directors shall otherwise determine by resolution, The fiscal year of the eCorporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XI Prohibition Against Sharing in Corporate Earnings

Section 11.1 Prohibition Against Sharing in Corporate Earnings. Except as expressly provided for in Section 17.1 below, no director, officer, or employee of or member of a committee of or natural person connected with the Corporation, or any other private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the eCorporation; provided that, this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the eCorporation in effecting any of its purposes as shall be fixed by the Board of Directors; and no such natural person or persons shall be entitled to share in the distribution of any of the corporate assets income or profit of the Corporation upon ~~the its~~ dissolution ~~of the corporation~~.

ARTICLE XII
Investments

Section 12.1 Investments. The eCorporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, ~~according to the judgment of~~ in accordance with such investment policy as the Board of Directors may adopt from time to time at any duly noticed Board meeting which policy shall reflect policies customarily applied to the investment of funds held by municipalities and state agencies in the State of Maine, ~~without being restricted to the class of investments which a director is or may hereafter be permitted by law to make.~~

ARTICLE XIII
Power to Appoint Trustee or Agents

Section 13.1 Power to Appoint Trustee. The eCorporation shall have the power to appoint trustees or agents to facilitate the ~~performance of functions including but not limited to the following:~~ administration of

- ~~1. Administering~~ 1. Administering funds on behalf of the ~~MRC Corporation or its Members including, but not limited to,~~ MRC Corporation or its Members including, but not limited to,
- ~~2. Receiving, holding and distributing on behalf of the Member Municipalities Distributable Cash and PERC Partnership Interests its Members rebates and other amounts distributable to the Members pursuant to the Master Waste Supply Agreement, the Site Lease, the Joinder Agreement, or any successor agreements;~~ 2. Receiving, holding and distributing on behalf of the Member Municipalities Distributable Cash and PERC Partnership Interests its Members rebates and other amounts distributable to the Members pursuant to the Master Waste Supply Agreement, the Site Lease, the Joinder Agreement, or any successor agreements; and
- ~~3. Administering any bond or other financing on behalf of the Corporation or its Members.~~ 3. Administering any bond or other financing on behalf of the Corporation or its Members.

ARTICLE XIV
Exempt Activities

Section 14.1 Exempt Activities. Notwithstanding any other provision of these Bylaws, no member, director, officer, employee, or representative of this eCorporation shall take any action or carry on any activity by or on behalf of the eCorporation, or accept any distribution from the Corporation, not permitted to be taken, ~~or~~ carried on or paid by an entity organized under Title 13-B of the Maine Revised Statutes.

ARTICLE XV
Seal

Section 15.1 Seal. The Seal of the eCorporation may, but need not, be affixed to any properly executed document, and its absence therefrom shall not impair the validity of the document or any action taken in pursuance thereof or in reliance thereon. The presence of the corporate seal and a document purporting to be executed by authority of a domestic or foreign corporation shall be prima facie evidence of the document so executed.

ARTICLE XVI
Amendment to Bylaws

Section 16.1 Amendment to Bylaws. Except to the extent limited by the provisions of Section 4.5 hereof, ~~T~~hese Bylaws may be amended by a majority of the directors present at any regular meeting or at any special meeting, if the written notice for such meeting contains a description of the proposed ~~action~~amendment, or a copy thereof is attached to such notice.

ARTICLE XVII Indemnification

Section 17.1 Indemnification. The eCorporation shall have the power to indemnify, and shall indemnify, any person who is currently or was a(n), officer, director, employee, agent or other person acting for or on behalf of the eCorporation, in respect of any and all matters or actions for which indemnification is permitted by the laws of the State of Maine, including without limitation, liability for expenses incurred in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative. The eCorporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, or agent of the eCorporation, or is or was serving at the request of the eCorporation as director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any of the above-stated capacities, or arising out of his or her status as such, whether or not the eCorporation would have the power to indemnify such person.

ARTICLE XVIII Dissolution

Section 18.1 Dissolution. Upon any dissolution of the eCorporation or the termination of its activities, the assets of the eCorporation remaining after the payment of all ~~of~~ its liabilities shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to one or more state or local governments, for a public purpose, as the Board of Directors of the Corporation, in its sole and absolute discretion, shall determine exclusively to one or more of its members.

Restated as of ~~October 25, 2006~~ April 1, 2018

Greg Louder , Clerk

EXHIBIT A

FIRST: The name of the corporation is Municipal Review Committee, Inc.

SECOND:

The Corporation is a public benefit corporation organized exclusively for charitable purposes, including, for such purposes, the promotion of the common good and general welfare of the residents of the member municipalities and the reduction of the burdens of the member municipalities by ensuring the continuing availability to its members of long-term, reliable, safe and environmentally sound methods of solid waste disposal at a stable and reasonable cost. Notwithstanding any other provision of these Articles, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation.

THIRD: The Registered Agent is a Noncommercial Registered Agent who is a Maine resident and whose office is identical with the registered office. .
The name and registered office of the Registered Agent are:

Greg Louder
395 State Street
Ellsworth, Maine 04605

FOURTH: Pursuant to 5 M.R.S.A. §108.3, the registered agent as listed above has consented to serve as the registered agent for this nonprofit corporation.

FIFTH: The number of directors constituting the initial Board of Directors of the Corporation is nine (9). The minimum number of directors shall be three (3) and the maximum number of directors shall be nine (9).

SIXTH: There shall be one or more classes of members and the information required by 13-B MRSA § 402 is as follows:

The Corporation shall have two classes of members: (a) Charter Members; and b) Non-Charter Members.

Charter Members shall be those members that were members of the Corporation as of the earlier of March 31, 2018 or the date upon which the existing waste disposal agreements between each member of the Corporation and the Penobscot Energy Recovery Company Limited Partnership terminate (the "PERC Termination Date") and that have elected to continue as members by entering into an agreement with the Corporation ("Municipal Joinder Agreement") under which they have

agreed to deliver solid waste to the so-called Fiberight waste processing facility located off Coldbrook Road in Hampden, Maine (the "Fiberight Facility") or otherwise to deliver municipal solid waste under the aegis of the Corporation.

Non-Charter Members shall be those members that were not members of the Corporation as of the PERC Termination Date but have thereafter elected to become members, have been admitted to membership by the Board of Directors, and have executed and delivered a Municipal Joinder Agreement pursuant to which they have agreed to dispose of municipal solid waste at the Fiberight Facility or otherwise under the aegis of the Corporation.

Municipalities and counties, inclusive of public waste disposal corporations and other regional associations, located within the State of Maine and engaged in collecting and disposing of municipal solid waste within the State of Maine, shall be eligible for membership. New Members may be admitted upon (i) execution of a Municipal Joinder Agreement or other similar agreement between the Corporation and its members related to the disposal of municipal solid waste (as determined by the Board of Directors) and (ii) an affirmative vote of a majority of the Board of Directors. An affirmative vote by the Board of Directors may specify any terms and conditions, including but not limited to, financial preconditions and continuing obligations, upon which admission is predicated. The Board of Directors shall be the sole judge of the qualifications and proper classification of a Member.

Members shall vote as a single class for the election of directors, one third of whom, as nearly as may be, to be elected each year for a term of three (3) years. Members shall also have limited special voting rights with respect to the approval of certain Fundamental Matters as provided in the Bylaws of the Corporation. Members shall have no other voting rights and all other corporate powers shall be exercised by the Board of Directors.

SEVENTH: N/A

EIGHTH: Upon any dissolution of the Corporation or the termination of its activities, the assets of the Corporation remaining after the payment of all its liabilities shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the

corresponding section of any future federal tax code, or shall be distributed to the federal government, or to one or more state or local governments, for a public purpose, as the Board of Directors of the Corporation, in its sole and absolute discretion, shall determine.

5) MATERIALS FOR LEGISLATIVE BODY APPROVAL

GENERAL INSTRUCTIONS

This Municipal Packet contains documents and sample forms intended to provide guidance to municipalities and regional associations in connection with continuing as a member (or to become a member) of the Municipal Review Committee, Inc. (MRC) and adopting the Municipal Joinder Agreement to deliver solid waste starting in 2018 for disposal at a waste management facility in Hampden being developed by Fiberight, LLC and the MRC.

This Municipal Packet should not be construed as legal advice, and it is recommended that each municipality and regional association consult with its legal counsel to ensure all necessary and proper procedures and actions are performed to comply with each municipality's or regional association's local charter, ordinances, bylaws and/or regulations as well as applicable State law, including but not limited to authorization of appropriations to fulfill the municipality's responsibilities under the Municipal Joinder Agreement and as a member of the MRC.

The MRC is available to present this proposal and discuss post 2018 waste disposal options with your town.

Contact Greg Lounder at glounder@mrcmaine.org or (207) 664-1700 to set up a meeting.

TAB

**Detailed Municipal Town Meeting Checklist When
Town Meeting Authorization is Required**

Item	Description	Completed?
1	<p><u>Notice of Municipal Officer’s Meeting and Preparation of Warrant.</u> The Clerk or other Town Official properly notices a meeting of the municipal officers for the purpose of calling a Town Meeting, which includes the Municipal Joinder Agreement as a distinct article in the warrant. Sample language for the Municipal Joinder Agreement article is enclosed in the Municipal Packet.</p> <p>Note 1: The warrant must meet the following requirements per 30-A M.R.S. § 2523: 1. <u>Time and place.</u> It shall specify the time and place of the meeting. 2. <u>Business to be acted upon.</u> It shall state in distinct articles the business to be acted upon at the meeting. No other business may be acted upon. 3. <u>Notification.</u> It shall be directed to a town constable, or to any resident by name, ordering that person to notify all voters to assemble at the time and place appointed. 4. <u>Attested copy posted.</u> The person to whom it is directed shall post an attested copy in some conspicuous, public place in the town at least 7 days before the meeting, unless the town has adopted a different method of notification. 5. <u>Return on warrant.</u> The person who notifies the voters of the meeting shall make a return on the warrant stating the manner of notice and the time when it was given. A. If an original town meeting warrant is lost or destroyed, the return may be made or amended on a copy of the original warrant</p> <p>Note 2: For secret ballot referenda, per 30-A M.R.S. § 2528(3), the warrant must specify the voting place, which must be in the same building or a building nearby where the meeting is held, as well as state the place of voting and hours of opening and closing of the polls, which must be kept open for at least 4 consecutive hours.</p>	
2	<p><u>Call of Town Meeting.</u> At the municipal officer’s meeting, they vote to hold a Town Meeting for the purpose outlined in the approved warrant, which includes the Municipal Joinder Agreement as an article in the warrant.</p>	
3	<p><u>Board of Selectmen Signs the Warrant.</u> After voting, the members of the municipal officers sign the warrant.</p>	
4	<p><u>Attested Signed Warrant.</u> The Clerk then attests to the signed warrant.</p>	
5	<p><u>Posting of the Warrant; Referenda Question by Secret Ballot.</u></p> <ol style="list-style-type: none"> 1. <u>For Open Town Meetings.</u> A copy of the signed, attested to Warrant is then posted in at least one conspicuous place in Town at least 7 days before the Town Meeting by the person to whom it is directed (unless the Town has adopted a different method of notification). 2. <u>For Referenda Questions by Secret Ballot.</u> The municipal officer’s order must be on file at least 45 days prior to the election day. In addition, a public hearing on the referenda question must be held at least 10 days before the day for voting on the article. Notice of this public hearing must be posted in the same manner as posting a warrant per 30-A M.R.S. § 2523, which must contain a copy of the proposed article together with the time and place of the hearing. The municipal officers must make a return on the original notice stating the manner of notice and the time it was given. 30-A M.R.S. § 2528. 	
6	<p><u>Town Meeting is Held and Votes are Recorded.</u> At the Town Meeting, the Clerk records the votes and ensures the resident named in the Warrant has also signed the return of the warrant.</p>	
7	<p><u>Post-Town Meeting/Secret Ballot Referenda Municipal Officer’s Meeting.</u> At a duly noticed meeting, the municipal officers meet and vote to:</p> <ol style="list-style-type: none"> 1. Adopt and execute the Municipal Officer Vote regarding the Municipal Joinder Agreement (a sample form for a Board of Selectmen Vote is enclosed in the Municipal Packet); and 2. Adopt and execute the Municipal Joinder Agreement. 	
8	<p><u>Clerk’s Certificate & Delivery of Executed Municipal Joinder Agreement.</u> The Clerk or other Town Official then sends Greg Louder of MRC a copy of the executed Clerk’s Certificate, which has the following attached:</p> <ul style="list-style-type: none"> • Town Meeting Minutes (for Open Town Meetings); • Signed warrant that was posted (<u>note</u>: for secret ballot elections, the Clerk should provide a copy of the municipal officer’s order); • Signed return of the warrant (<u>note</u>: for secret ballot elections, the Clerk should also provide a copy of the municipal officer’s return on the original notice); and • Signed Board of Selectmen Vote regarding execution of the Municipal Joinder Agreement <p>A sample Clerk’s Certificate is enclosed in the Municipal Packet. The Clerk also sends an original of the signed Municipal Joinder Agreement and Municipal Attorney Certification (both found in the Municipal Packet) to Greg Louder of MRC.</p>	

TOWN MEETING FORM OF WARRANT
(Existing Members)

To see if the Town of _____ will vote:

(i) to authorize the Town to continue as a member of the Municipal Review Committee, Inc. ("MRC"), organized as a Maine nonprofit corporation and acting as a regional association pursuant to Title 13-B and Title 38 of the Maine Revised Statutes, as amended (and specifically Section 1304-B(5-A) of Title 38) for the purposes of managing and facilitating solid waste disposal;

(ii) to adopt, ratify and confirm the Restated Articles of Incorporation and the Restated Bylaws of the MRC in substantially the form on file with the Town Clerk and posted as part of this Warrant;

(iii) to authorize the Town to execute and deliver a Municipal Joinder Agreement with the MRC in substantially the form on file with the Town Clerk and posted as part of this Warrant (the "Municipal Joinder Agreement") pursuant to which the Town will become a Joining Member of the MRC (as defined therein) and deliver its municipal solid waste for disposal to a waste management facility being developed by Fiberight, LLC and/or its affiliates (collectively, "Fiberight") in Hampden, Maine, or other waste disposal facility;

(iv) to authorize the MRC to take certain actions on behalf of the Town as set forth in the Municipal Joinder Agreement; and

(v) to authorize a majority of the Selectmen or their duly authorized designee or designees to execute and deliver the Municipal Joinder Agreement on behalf of the Town and to execute and deliver on behalf of the Town in conjunction therewith such other documents and to take such further actions as they may deem necessary or appropriate in order to effect the transactions contemplated by the Municipal Joinder Agreement.

TAB

_____ **COUNCIL RESOLUTION**

_____, 2016

Authorizing Execution of Municipal Joinder Agreement with the Municipal Review Committee

RESOLVED, by the _____ Council of _____, Maine, that:

(i) the _____ shall continue as a member of the Municipal Review Committee, Inc. ("MRC"), organized as a Maine nonprofit corporation and acting as a regional association pursuant to Title 13-B and Title 38 of the Maine Revised Statutes, as amended (and specifically Section 1304-B(5-A) of Title 38) for the purposes of managing and facilitating solid waste disposal;

(ii) the _____ hereby adopts, ratifies and confirms the Restated Articles of Incorporation and the Restated Bylaws of the MRC in substantially the form on file with the _____ Clerk and attached to this Resolution;

(iii) the _____ hereby is authorized to execute and deliver a Municipal Joinder Agreement with the MRC in substantially the form on file with the _____ Clerk and attached to this Resolution (the "Municipal Joinder Agreement") pursuant to which the _____ will be a Joining Member of the MRC (as defined therein) and deliver its municipal solid waste for disposal to a waste management facility being developed by Fiberight, LLC and/or its affiliates (collectively, "Fiberight") in Hampden, Maine, or other waste disposal facility; and

(iv) the _____ hereby authorizes the MRC to take certain actions on behalf of the _____ as set forth in the Municipal Joinder Agreement.

**NOW, THEREFORE, BE IT HEREBY VOTED AND ORDERED BY
THE _____ COUNCIL OF _____:**

_____ or his or her designee or designees is authorized as a representative of the _____ to execute and deliver the Municipal Joinder Agreement on behalf of the _____ and to execute and deliver on behalf of the _____ in conjunction therewith such other documents and to take such further actions as they may deem necessary or appropriate in order to effect the transactions contemplated by the Municipal Joinder Agreement.

Dated this ____ day of _____, 2016, in _____, Maine.

_____ **COUNCIL**

_____ **COUNCIL RESOLUTION**
_____, **2016**

I certify that I am the duly qualified Clerk of _____, Maine, and that the foregoing votes were adopted by the _____ Council at a meeting of said Council duly called and legally held in accordance with the laws of Maine on _____, 2016, that the meeting was open to the public and that adequate and proper notice thereof was given in accordance with the laws of Maine, and that such votes have been entered into and become a part of the permanent records of the _____ and remain in full force and effect and have not been rescinded or amended.

City/Town of _____

Clerk

Dated at _____, Maine
_____, 2016

TAB

_____ **RESOLUTION**
_____, 2016

Authorizing Execution of Municipal Joinder Agreement with the Municipal Review Committee

RESOLVED, by the _____ of _____, that:

(i) the _____ shall continue as a member of the Municipal Review Committee, Inc. ("MRC"), organized as a Maine nonprofit corporation and acting as a regional association pursuant to Title 13-B and Title 38 of the Maine Revised Statutes, as amended (and specifically Section 1304-B(5-A) of Title 38) for the purposes of managing and facilitating solid waste disposal;

(ii) the _____ hereby adopts, ratifies and confirms the Restated Articles of Incorporation and the Restated Bylaws of the MRC in substantially the form on file with the _____ Secretary/Clerk and attached to this Resolution;

(iii) the _____ hereby is authorized to execute and deliver a Municipal Joinder Agreement with the MRC in substantially the form on file with the _____ Secretary/Clerk and attached to this Resolution (the "Municipal Joinder Agreement") pursuant to which the _____ will be a Joining Member of the MRC (as defined therein) and deliver its municipal solid waste for disposal to a waste management facility being developed by Fiberight, LLC and/or its affiliates (collectively, "Fiberight") in Hampden, Maine, or other waste disposal facility; and

(iv) the _____ hereby authorizes the MRC to take certain actions on behalf of the _____ as set forth in the Municipal Joinder Agreement.

**NOW, THEREFORE, BE IT HEREBY VOTED AND ORDERED BY
THE _____ OF _____:**

_____ or his or her designee or designees is authorized as a representative of the _____ to execute and deliver the Municipal Joinder Agreement on behalf of the _____ and to execute and deliver on behalf of the _____ in conjunction therewith such other documents and to take such further actions as they may deem necessary or appropriate in order to effect the transactions contemplated by the Municipal Joinder Agreement.

Dated this ____ day of _____, 2016, in _____, Maine.

_____	_____
_____	_____
_____	_____
_____	_____

_____ **RESOLUTION**
_____, 2016

I certify that I am the duly qualified Secretary/Clerk of _____, and that the foregoing votes were adopted by the _____ at a meeting of said _____ duly called and legally held in accordance with the laws of Maine on _____, 2016, and that such votes have been entered into and become a part of the permanent records of the _____ and remain in full force and effect and have not been rescinded or amended.

Secretary/Clerk

Dated at _____, Maine
_____, 2016

TAB

We're asking for your continued support.

Soon your community will be discussing and deciding on a new arrangement for handling municipal trash.

The current agreement terminates in 2018.

Your community has most likely been a member of the Municipal Review Committee (MRC) since 1991 (some communities joined later) and benefits from it's oversight, experience and advocacy as it pertains to trash, recycling and municipal solid waste best practices.

Because of a drastically changing economic model in 2018, the facility that has served our needs for nearly 30 years will not be viable past 2018.

Therefore a new solution is needed.

After an eight year effort, we have selected a solution that aligns with the current and future collective needs of our members.

But to ensure this opportunity becomes reality, we need commitment from all individual member municipalities.

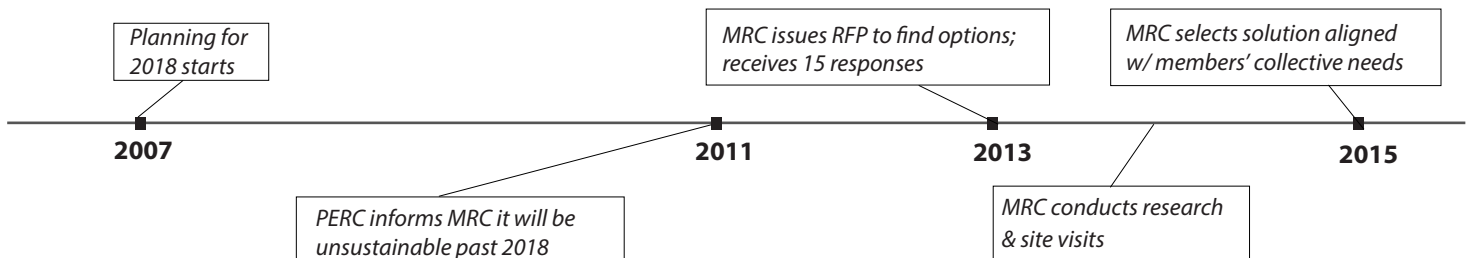
Who Is MRC?

MRC, the Municipal Review Committee, was formed by municipalities in 1991 and has played a critical role in ensuring our long-term, affordable and environmentally sound waste disposal ever since.

- 187 Communities
- Elected 9 Member Board
- 25 Year History

The Background

An eight year path to find the recommended solution for our future needs



The MRC Plan For 2018

The building of a next-generation materials recovery and conversion facility, with recovery of recyclables and conversion of organics to biomethane, in-house power and heating needs and other high-value products. This will help us increase recycling, decrease the volume of disposal and save time, travel and money with a single facility to serve our processing needs.

Who's Involved:

MRC - Advocacy & Oversight

Fiberight - Innovative Technology Partner

Covanta - Strong Financial & Technical Backing

Where Will It Be Built:

Hampden, ME.

Evaluating The Options

	MRC/Fiberight	PERC Plan
Tipping Fees	\$70/ton	\$84.36/ton
Fee Adjustments	Annually (by CPI)	Quarterly (by CPI)
Rate Guarantee	Yes - In Writing	No
Rebates / Revenue Sharing	Yes - In Writing	No
Organics Program Cost	Yes - Included	No - Billed Extra
Out-Of-State Waste	Not Allowed	Allowed
MRC Oversight	Yes	No
MRRA* Endorsed	Yes	No

**Maine Resource Recovery Association*

Community Benefits Of MRC's Recommended Solution

- Predictable cost and budgeting formula
- One-stop location for municipal solid waste (MSW), organics & single-stream recyclables
- No change required to current trash and/or recycling programs
- Communities joining before deadline share in facility revenue
- Plan does not rely on or allow out-of-state waste
- Organics program does not require households to sort separately from trash and recycling

Project Timeline

- **Spring 2016:** Communities sign joinder agreements before deadline
- **Summer 2016:** Land purchased, roads & utilities construction begins
- **Fall 2016:** Site work and facility construction begins
- **April 1, 2018:** Facility ready to receive MSW

QUESTIONS?

Please contact: **Greg Louder**, Executive Director

Phone: 207-664-1700

Email: glouder@mrcmaine.org



The Plan For 2018

Managing Our Future Together

Who Is MRC?

Municipal review committee with a goal of ensuring affordable, long-term environmentally sound disposal of municipal solid waste (MSW)

- Representing 187 Communities (*including yours*)
- Elected 9 Member Board
- 30 Year History



The Plan For 2018
Managing Our Future Together

Problem

Current 30 year msw contract ends in 2018.

- PERC model is not sustainable or viable
- Electricity contract (4x market rate) expires 2018
- Existing processes not efficient at lower tonnage
- Current emissions permits unlikely to be met with lower volume

Kaminski Law Office, PLLC
641 East Lake Street
Suite 218
Wayzata, Minnesota 55391

MEMORANDUM

Greg Louder, George Aronson, Sophia Wilson, and Greg Brown
Stephen Kaminski

October 14, 2011

Response to MRC Proposal

PERC Closure Memo

Submitted to MRC October 14, 2011

- Future not economically feasible
- Begin process of planning for closure
- Recommends MRC to seek alternative options

Unfortunately, given the current project operating assumptions as they were detailed at the last meeting on October 4, 2011, we have concluded that it will not be economically feasible to continue operating PERC beyond the expiration of the Bangor Hydro Power Purchase Agreement on February 14, 2018. Consequently, based on these operating assumptions, we have recommended to John, Kevin and Kevin that the partners begin the process of planning for the orderly closure and decommissioning of the PERC facility. This conclusion, while difficult, is

1. the municipalities will not commit (GAT) of more than 125,000 tons and

Options

Planning ahead to take control of our future

- Do nothing = lose local control of cost, impacts & consequences
- Take action = control cost, destination and environmental impacts

Finding The Solution

We've engaged in a multi-year effort to find the best answer to our needs

- **2007:** Planning for 2018 starts
- **2011:** PERC informs MRC it will be unsustainable past 2018
- **2013:** MRC issues RFP to find options; 15 responses
- **2013 – 2015:** MRC conducts research and site visits
- **2015:** MRC selects solution aligned with members' collective needs

The Chosen Path

Once in a generation opportunity to control our future

- **Innovative Technology Partner:** Fiberight
- **Strong Financial & Technical Backing:** Covanta
- **Centralized Accessible Location:** Hampden

Plan Highlights

Building a modern, clean & efficient waste to energy facility

- Meets our member communities' current needs
- Flexible to meet the future increase or decrease without penalty
- System provides flexibility in products to be marketed

Community Benefits

Local control. Local oversight. Local benefits.

- Reduces landfill needs by 60%
- One-stop location for MSW, organics & single stream recyclables
- Does not require out-of-state waste to remain viable
- No change to current trash and/or recycling programs
- Participating communities share in revenue agreements

Evaluating The Options

	<u>MRC / Fiberight</u>	<u>PERC Plan</u>
Tipping Fees:	\$70/ton	\$84.36/ton
Fee Adjustments:	Annually	4x Year
Rate Guarantee:	Yes – in writing	No
Rebates / Rev. Sharing:	Yes – in writing	No
Organics Program Cost:	Yes – Included	No – billed extra
Out Of State Waste:	Not Allowed	Allowed
MRC Oversight:	Yes	No
MRRRA Endorsed:	Yes	No

Project Timeline

Building the path to the future

- **Spring 2016:** Communities sign joinder agreements before deadline
- **Summer 2016:** Land purchased, roads & utilities construction begins
- **Fall 2016:** Site work and facility construction begins
- **April 1, 2018:** Facility ready to receive MSW

We Seek Your Commitment

Together we can better manage the future

Your timely support will help ensure the continuation of affordable, long-term and environmentally sound MSW management in our region.



The Plan For 2018

Managing Our Future Together

6) OTHER RESOURCES

TAB



MRC BOARD OF DIRECTORS CONTACT LIST

Chip Reeves, Board President
Director of Public Works
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Bar Harbor, Maine 04609
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chip@barharbormaine.gov

Ken Fletcher, Town Councilor
Town of Winslow
382 Garland Road
Winslow, Maine 04901
Voice: (207) 872-6760
fletcher2@roadrunner.com

Sophia Wilson, Board Treasurer, Town
Manager
Town of Orono
59 Main Street
Orono, Maine 04473
Voice (207) 889-6905
Fax: (207) 866-5053
sophiew@orono.org

Jim Guerra, Manager
Mid-Coast Solid Waste Corp.
P.O. Box 1016
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mcswc@roadrunner.com

Elery Keene, Executive Director (retired)
Kennebec Valley Council of Governments
3 Pat Street, Winslow ME 04901
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Catherine Conlow, City Manager
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Barbara Veilleux, Director
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Greg Lounder, Executive Director
Municipal Review Committee, Inc.
395 State Street
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Voice: (207) 644-1700
glounder@mrcmaine.org

TAB



Documents Available on MRC website

The following documents are available on the MRC website at <http://mrcmaine.org/post-2018/>.

Legal Agreements:

Municipal Joinder Agreement
Master Waste Supply Agreement
Site Lease
Amended and Restated MRC Bylaws

Sample Pre-vote materials:

Sample Warrant Article
Sample Council Resolution
Sample Regional Association Resolution
Sample Town FAQ Handout
Sample PowerPoint Presentation

Sample Post-vote materials:

Sample Board of Selectmen Vote (Post-Town Meeting)
Sample Clerk's Certificate
Sample of Municipal Attorney Certification
Sample of Regional Association Attorney Certification

In addition, the MRC has produced additional documents to address questions raised throughout the planning process. The following documents are also available on the Post 2018 webpage:

- 1) Solid Waste Management Capacity in Maine
- 2) Recycling Post-2018
- 3) MRC Selection of Fiberright Technology
- 4) Equity Charter Municipalities Assets: Shares of Custody Account and Tip Fee Stabilization Fund
- 5) Equity Charter Municipalities Assets: Shares of Debt Service Reserve Fund and Limited Partnership Shares in the PERC Partnership
- 6) MRC Guidelines for Electing the Estimated Delivery Amounts
- 7) MRC Recommendations for Estimated Delivery Amounts
- 8) Historical Tonnages sent to the PERC Facility

If you would like a hard copy of any of the resources listed above mailed to you, please contact Greg Louder at (207) 664-1700 or glouder@mrcmaine.org.