

LEACHATE TRANSPORT AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of OCTOBER, 2009 (“Effective Date”) by and between KIMBERLY-CLARK CORPORATION (“Kimberly-Clark”), a Delaware corporation with a principal place of business at 1400 Holcomb Bridge Road, Roswell, Fulton County, Georgia 30076-2199 and ECOMAINE, a Maine non-capital stock nonprofit corporation, with a mailing address of 64 Blueberry Road, Portland, Cumberland County, Maine 04102 (“ecomaine”).

1. Definitions. Terms defined herein indicated either by initial capital letter or all capital letters shall have the meaning ascribed throughout this Agreement. In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings in this Agreement unless the context otherwise requires:

- a. “Business Day” means a day other than a Saturday, Sunday, or other day on which commercial banks in Portland, Maine, are authorized or required by law to be closed.
- b. “Commencement Date” means the date that the Kimberly-Clark System is connected to the Remote Pump Station and begins discharging leachate from the Larson-Chapman Landfill, but not later than February 1, 2010.
- c. “ecomaine Landfill” means ecomaine’s landfill (comprised of a closed balefill and operating landfill/ashfill) located on approximately 260 acres of land within the Town of Scarborough, the City of South Portland, and the City of Westbrook and which is adjacent to the Larson-Chapman Landfill.

d. “Larson-Chapman Landfill” or “Landfill” means the closed landfills known as Chapman landfill on property owned by Kimberly-Clark and Larson landfill on property leased by Kimberly-Clark from Elmer Larson, which are located on approximately 36 acres of land which is located in the Town of Scarborough, the City of Westbrook and the City of South Portland.

e. “Leachate Collection Pond” means the lined storage pond having a capacity of 86,900 gallons located in the area known as the Larson Landfill at the Larson-Chapman Landfill.

f. “Kimberly-Clark System” means the engineered systems and infrastructure, as shown on the Plan, that may be required to transport leachate from the Larson-Chapman Landfill to the Remote Pump Station, including any or all of the following: the Leachate Collection Pond, leachate transport pipeline, sampling and clean-out manholes, pump(s), pump house(s), flow monitoring and sampling ports, leachate containment structures, a shut off valve at the common boundary between the Kimberly-Clark and ecomaine properties, and an approved metering and sampling manhole on ecomaine property for use by ecomaine and the City of Portland for flow measurement and water quality sampling.

g. “Plan” means a plan entitled “KIMBERLY - CLARK CORPORATION, SCARBOROUGH, MAINE GRAVITY LEACHATE TRANSPORT PIPE PROPOSED PLAN & PROFILE, REV. 1” attached hereto, prepared by Woodard & Curran, 41 Hutchins Drive, Portland, Maine 04102 and dated August, 2009.

h. “Remote Pump Station” means a pump station located on ecomaine property and

owned and operated by ecomaine.

Words referring to persons include firms, associations, corporations, limited liability companies and the single and plural forms for which shall be deemed interchangeable wherever appropriate. When used herein, the terms “include” or “including” shall mean, respectively, “include without being limited to” and “including without limitation.”

2. Background: ecomaine operates a regional Waste-To-Energy Facility for Municipal Solid Waste disposal at 64 Blueberry Road, Cumberland County, Portland, Maine, and owns a closed balefill and operates an ashfill with an address at 85 Scott Drive, Cumberland County, Westbrook, Maine, consisting of approximately 260 acres of property adjoining Running Hill Road within the Town of Scarborough and the Cities of South Portland and Westbrook. Leachate generated at the ecomaine landfill is transported for disposal to the City of Portland waste water treatment facility via a pump station, force main, interceptor lines, and appurtenant facilities owned by ecomaine (the “ecomaine system”).

Kimberly-Clark is responsible for maintaining and monitoring the Larson-Chapman Landfill, which abuts the ecomaine Landfill. The Larson-Chapman Landfill consists of two areas known as the “Larson landfill” (which received waste between 1974 and 1979) and the “Chapman landfill,” (which received waste from 1977 until 1988). The Larson-Chapman Landfill was used for the disposal of paper making waste consisting primarily of short paper fiber and clay sludge, paper and miscellaneous mill waste. The Larson-Chapman Landfill was closed in compliance with the requirements of the Maine Department of Environmental Protection (“MEDEP”) pursuant to a 2006 MEDEP landfill closure order. During 2007 and 2008, the Larson-Chapman Landfill generated an average of 1.42 million gallons of leachate per

year. Currently, leachate from the Landfill is collected in the Leachate Collection Pond.

Leachate from the Landfill is routinely pumped and transported by a licensed hauler to a waste water treatment system owned and operated by the S.D. Warren Company at its mill located in Westbrook, Maine.

3. Construction. Kimberly-Clark will construct at its sole cost the Kimberly-Clark System, including a leachate transport pipeline extending approximately 2,050 feet from the Larson-Chapman Landfill to the Remote Pump Station. Kimberly-Clark will obtain approval of the design of the Kimberly-Clark System by ecomaine, which approval shall not be unreasonably delayed or denied, and, as necessary, approval by the City of Portland, MEDEP and the Town of Scarborough. Notwithstanding anything to the contrary in this Agreement, if Kimberly-Clark determines in its sole discretion that construction of the Kimberly-Clark System is not feasible for any reason, Kimberly-Clark may terminate this Agreement by written notice to ecomaine, provided such notice is given on or before October 30, 2009.

4. Licensing. Kimberly-Clark will be responsible for (a) obtaining an industrial wastewater discharge license from the City of Portland prior to connection of the Kimberly-Clark System to the Remote Pump Station, (b) the costs of any sampling and analysis that may be required by the City of Portland under said license, and (c) payment of sewer user charges established by the City of Portland for treatment of waste water, currently \$7.64 per hundred cubic feet. ecomaine will be responsible for providing the City of Portland with information regarding Kimberly-Clark's monthly flow rates in a written form and frequency acceptable to the City of Portland. To the extent reasonably practicable, ecomaine shall copy Kimberly-Clark, and Kimberly-Clark will copy ecomaine, on any communications to or from the City of Portland regarding treatment services for leachate from the Larson-Chapman Landfill. Except as otherwise provided herein,

each party shall maintain and be responsible for compliance with its respective permit(s) and other applicable law, at its sole cost and expense, including conducting any sampling and analysis of leachate which may be required pursuant to such permit(s) or other applicable law.

5. Access. ecomaine and Kimberly-Clark each shall have access at all reasonable times to the Kimberly-Clark System as shown on the Plan. This access will include the right to use necessary personnel and equipment to construct, maintain, inspect, review and replace the Kimberly-Clark System. ecomaine and Kimberly-Clark each grant to the other the right to access, maintain, operate and repair (or if repair is not practical, to replace) defective components of such portions of the Kimberly-Clark System as necessary consistent with the rights and obligations of the parties hereunder. In the exercise of their rights pursuant to this Section, the parties will use all commercially reasonable efforts to avoid interference with each other's facilities and operations.

6. Term. The initial Term of this Agreement shall be for a period of ten (10) Operational Years commencing on the Commencement Date, and, thereafter, the Agreement may be renewed by Kimberly-Clark for one additional five (5)-year term upon written notice to ecomaine no later than six (6) months prior to termination of the initial Term. "Operational Year" shall mean each successive twelve (12) month period from the Commencement Date. The agreement may be extended for an additional five (5)-year term with the agreement of both parties. If at any time MEDEP makes a determination that leachate from the Larson-Chapman Landfill does not require treatment, Kimberly-Clark may terminate the Agreement upon thirty (30) days prior written notice to ecomaine. Should MEDEP or the U.S. Environmental Protection Agency ("USEPA") determine that leachate from the Larson-Chapman Landfill overburdens the ecomaine system in either quality or quantity, ecomaine may terminate the Agreement upon thirty (30) days prior

written notice to Kimberly-Clark. If ecomaine or if Kimberly-Clark has reason to believe that MEDEP or USEPA will make such a determination, each party will provide any such information to the other party at its earliest opportunity.

7. Review. This agreement may be reviewed periodically to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document, provided that all changes must be coordinated and approved in accordance with Section 20 of this Agreement.

8. Annual Payments.

- (1) Kimberly-Clark will make an annual lump sum payment to ecomaine of \$35,000 (or such amount, as it may be adjusted from time to time as provided in paragraph (3) below, the “Base Payment”) as follows: (a) with respect to the first Operating Year, within thirty (30) days of receipt of ecomaine’s initial invoice, but no earlier than the Commencement Date; and (b) with respect to each subsequent Operating Year, on or before the later of (i) 30 days after Kimberly-Clark’s receipt of ecomaine’s Base Payment Invoice (as defined below) or (ii) the first day of such Operating Year. The Base Payment includes (a) all costs to transport up to two (2) million gallons of leachate from the Remote Pump Station to the City’s gravity sewer system located on Congress Street in Portland and (b) all costs of operations, maintenance and oversight as set forth in Section 9 of this Agreement.
- (2) Kimberly-Clark will make an additional payment to ecomaine (“Supplemental Payment”) for any leachate from the Larson-Chapman Landfill in excess of two

(2) million gallons in the amount of \$0.015 (1.5 cents) per gallon (or such rate per gallon, as it may be adjusted from time to time as provided in paragraph (3) below, the “Supplemental Payment Rate”) within 30 days after Kimberly-Clark’s receipt of ecomaine’s Supplemental Payment Invoice (as defined below).

(3) Except as provided in clause (b) and (c), if either is applicable, the amount of the Base Payment and the Supplemental Payment Rate in effect with respect to a given Operating Year other than the first Operating Year (each a “Subject Operating Year”) shall each be determined under paragraph (a).

(a) Base Payment and the Supplemental Payment Rate for each Subject Operating Year shall be determined in accordance with the following formula:

$$A = B \times (CPI^2 / CPI^1)$$

Where:

- A** **The amount (whether Base Payment or Supplemental Payment Rate) in effect for the Subject Operating Year.**
- B** **The amount (whether Base Payment or Supplemental Payment Rate) in effect for the immediately preceding Operating Year.**
- CPI²** **The CPI (as defined below) in effect on the 45th day prior to the beginning of the Subject Operating Year.**
- CPI¹** **The CPI (as defined below) in effect on the 45th day prior to the beginning of the immediately preceding Operating Year.**

The CPI in effect on a given day is the Consumer Price Index (as defined herein) announced on or most recently before the 45th day prior to the first day of the Subject Operating Year.

- (b) If Base Payment and the Supplemental Payment Rate determined for the Subject Operating Year in accordance with paragraph (a) exceed the comparable amounts in effect for the previous Operating Year by more than seven percent (7%), the Base Payment and the Supplemental Payment Rate for the Subject Operating Year shall be the comparable amounts in effect for the previous Operating Year multiplied by 1.07.
- (c) If Base Payment and the Supplemental Payment Rate determined for the Subject Operating Year in accordance with paragraph (a) are less than the comparable amounts in effect for the previous Operating Year, the Base Payment and the Supplemental Payment Rate for the Subject Operating Year shall be the same as the comparable amounts in effect for the previous Operating Year.
- (d) “Consumer Price Index” shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100, (U.S. Department of Labor, Bureau of Labor Statistics) (“CPI”), provided that if the CPI ceases to be published, then a reasonably comparable index of the cost of living for United States (as it shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by mutual agreement of the parties) shall be used. In the event of (i) use of comparable statistics in place of the CPI, or (ii) publication of the CPI or comparable figure at other than monthly intervals, there shall be made in the method of

computation such provisions as circumstances may require to carry out the intent of this Section, as mutually agreed by the parties.

(4) ecomaine will submit invoice(s) to Kimberly-Clark for payment(s) due under this Section as follows:

- (a) The invoice for each annual Base Payment (a “Base Payment Invoice”) shall be submitted to Kimberly-Clark and shall include (i) a statement of the Base Payment amount due and (ii) the details of the calculation by which the Base Payment amount due was determined in accordance with paragraph (3).
- (b) The invoice for each annual Supplemental Payment (a “Supplemental Payment Invoice”) shall be submitted to Kimberly-Clark and shall include (i) a statement of the volume of leachate from the Larson-Chapman Landfill in such Operating Year that exceeded two (2) million gallons; (ii) copies of such documentation as Kimberly-Clark may reasonably require to support the accuracy of such volume calculation; (iii) the Supplemental Payment Rate applicable to such Operating Year and details of the calculation by which the Supplemental Payment Rate applicable to such Operating Year was determined in accordance with paragraph (3); and (iv) the Supplemental Payment amount due (i.e., excess leachate volume reported under clause (i) multiplied by the adjusted Supplemental Payment Rate determined under clause (iii)).

9. Ownership, Operation and Maintenance and Other Services. Upon completion of construction of the Kimberly-Clark System, ecomaine will own that portion of the leachate

transport pipeline that is on ecomaine property, and Kimberly-Clark will own that portion of the pipeline that is on the Kimberly-Clark property. Other than the costs of operations and oversight activities for which ecomaine is responsible pursuant to subsections 1 through 7 of this Section 9, Kimberly-Clark will be responsible for all maintenance costs associated with the leachate transport pipeline. Kimberly-Clark will be responsible for all costs associated with the management and/or removal of the pipeline after this Agreement is terminated. Kimberly-Clark may, at its sole expense, construct and maintain, which maintenance shall include snow removal, an access roadway along the route of the leachate transport pipeline to provide access for ecomaine's operations and oversight, provided that, in the event Kimberly-Clark elects to not construct or maintain such an access roadway or ecomaine is otherwise unable to access the leachate transport pipeline, ecomaine shall not be responsible for operations and oversight. ecomaine will assume ownership of the portion of any road on ecomaine's property after construction. Operations and oversight does not include non-routine maintenance or repairs or the periodic cleaning of the Kimberly-Clark System, which shall be conducted at Kimberly-Clark's sole cost and expense. The parties will each grant the other access, pursuant to Section 5 of this Agreement, sufficient to perform their responsibilities under this Agreement.

ecomaine will be responsible for the following operations and oversight:

- (1) Maintaining, servicing, and paying for all costs associated with utilities installed at the Remote Pump Station, including electricity and telephone lines;
- (2) Complying with all handling and management requirements associated with any materials that may be necessary to the operation and oversight of the Kimberly-Clark System, including materials used to absorb minor spills at the Remote

Pump Station tie-in location, but specifically excluding materials to control odor which shall be the responsibility of Kimberly-Clark;

- (3) Performing daily inspections of the service manhole at the Larson-Chapman Landfill and the discharge manhole at the Remote Pump Station;
- (4) Maintaining a Daily Log of observations associated with the operation of the Kimberly-Clark System, including leachate levels and leachate flow measurements in the Leachate Collection Pond and any other associated leachate containment structures, if any;
- (5) Performing periodic calibration of the flow meter equipment that monitors flow of leachate from the Larson-Chapman Landfill and maintaining calibration records;
- (6) Notifying Kimberly-Clark of any observed leaks, releases, discharges, spills associated with the Larson-Chapman Landfill leachate collection system and Kimberly-Clark System by telephone and by noting such events in the Daily Log;
and
- (7) Notifying Kimberly-Clark of observed trespassing activity at the Larson-Chapman Landfill property affecting the Larson-Chapman Landfill cap or the Kimberly-Clark System by telephone and by noting such activities in the Daily Log.

10. Reporting of Spills, Discharges or Releases. ecomaine shall report any and all spills, discharges, or releases from the Kimberly-Clark System to Kimberly-Clark within 24 hours of discovery. Following receipt of such report, Kimberly-Clark shall report any and all spills or

discharges from the Kimberly-Clark System to MEDEP and any other governmental authority as may be required by any applicable law. Any and all spills, discharges, or releases that may occur at the Remote Pump Station or at any other locations of the ecomaine system shall be the responsibility of ecomaine, including the reporting thereof, as may be required by any applicable law, to MEDEP and any other applicable governmental authority.

11. Repairs. Should any Emergency Repairs (as defined herein) to the Kimberly-Clark System be required, ecomaine will make such repairs as soon as possible. All costs reasonably incurred by ecomaine associated with Emergency Repairs to the Kimberly-Clark System shall be the responsibility of Kimberly-Clark, provided that ecomaine has provided Kimberly-Clark with reasonable notice of the nature and cost of same, and has provided Kimberly-Clark with an invoice that describes all work undertaken and the costs related thereto. "Emergency Repairs" shall mean those repairs that are required for the immediate continued proper operation of the Kimberly-Clark System and do not result in a material alteration of the approved design or construction of the Kimberly-Clark System.

Should any repairs other than Emergency Repairs to the Kimberly-Clark System be reasonably required, ecomaine shall notify Kimberly-Clark of the nature and estimated cost of such work, such notice to include a reasonably detailed description of the proposed work. Kimberly-Clark shall have thirty (30) days from receipt of such notice in which to notify ecomaine that a) the estimate is accepted and the work may be conducted by ecomaine at Kimberly-Clark's cost or b) Kimberly-Clark will perform such non-Emergency Repairs at Kimberly-Clark's sole cost and expense.

Any Repairs performed by or on behalf of ecomaine shall be reimbursed by Kimberly-

Clark at ecomaine's actual cost plus ten percent (10%) of such cost. If the work is performed by ecomaine, "actual cost" shall include all costs to ecomaine, including costs of labor, benefits, materials, and equipment, and such costs shall be substantiated to the reasonable satisfaction of Kimberly-Clark. If the work is performed by a third party or parties on behalf of ecomaine, "actual cost" shall equal the amount incurred by ecomaine for the work performed by such third party or parties.

12. Entire Agreement; Amendment. This Agreement, including the exhibits and schedules attached hereto and the documents and agreements referred to herein (which exhibits, schedules and documents are incorporated herein by this reference) shall constitute the complete and entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous oral and written negotiations and commitments and any other writings with respect to such subject matter. This Agreement cannot be modified or amended except in writing duly executed by each party hereto.

13. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered personally, (ii) one Business Day after being sent by nationally recognized overnight delivery service, (iii) when sent by facsimile transmission, if the sending facsimile machine receives and prints a confirmation of receipt by the receiving facsimile machine, or (iii) three Business Days after being deposited in the United States mail, certified and with proper postage prepaid, addressed as follows:

To KIMBERLY-CLARK CORPORATION:

Kimberly-Clark Corporation
Attn: Cindy Jernigan, Remediation Program Leader,
or successor in function
1400 Holcomb Bridge Road

Roswell, GA 30076-2199
Telephone Number: 770-587-7014

and:

Woodard & Curran
Attn: John Williams, Project Manager, or successor in function
41 Hutchins Drive
Portland, ME 04102
Telephone Number: 1-800-426-4262

To ECOMAINE:

ecomaine
Attn: Tom Raymond, Landfill Manager, or successor in function
64 Blueberry Road
Portland, ME 04102
Telephone Number: 207-773-1738

For the purposes of this Agreement, Tom Raymond, Landfill Manager for ecomaine, and Cindy Jernigan for Kimberly-Clark shall be designated representatives; and Kevin Roche, General Manager for ecomaine, and Mike Lloyd (Global Environmental Team Leader) for Kimberly-Clark shall be alternate designated representatives. All four of these representatives will have the authority to act on behalf of the respective parties (other than for the purposes of dispute resolution as set forth in Section 14). Either party may change the address to which notices or other communications are to be directed to it or change its designated representative by giving notice of such change to the other party in the manner provided in this Section.

14. Informal Dispute Resolution. In the event of any dispute or disagreement between the parties hereto either with respect to the interpretation of this Agreement or the performance of any obligations set forth herein, whether in contract, statute, tort such as negligence, or otherwise (each a "Dispute"), first the designated representatives (or alternates) of Kimberly-Clark and ecomaine shall meet to negotiate and resolve such matters in good faith without resort to formal

legal proceedings. If necessary for resolution or if unresolved for more than 30 days after either party has invoked this provision by scheduling or attempting to schedule the initial meeting, the Dispute must be escalated to appropriate senior management of each party for the purpose of initial or further negotiations. During the course of such negotiations, all reasonable requests made by one party to the other for non-privileged information shall be honored in order that each of the parties may be fully informed of the circumstances relevant to the Dispute. If respective senior management of the parties are unable to resolve the Dispute within 30 days after referral of the matter to them, then either party shall have the right to institute legal proceedings to seek any remedy available under law or equity. Notwithstanding the provisions of this Section, neither party shall be prohibited from seeking temporary injunctive or other equitable relief in the forum specified in Section 22 concurrent with the effort to achieve informal resolution of the Dispute in accordance with this Section.

15. Successors and Assigns. This Agreement and the rights and obligations hereunder shall inure to the benefit of and be binding upon Kimberly-Clark and ecomaine and their respective successors and assigns.

16. Counterparts. This Agreement may be executed simultaneously in two or more counterparts (which may be by facsimile or electronic transmission), each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

17. No Waiver. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement

shall be held to be a waiver of any other or subsequent breach.

18. Interpretation. The headings contained in this Agreement are for convenience of reference only and shall in no way affect the meaning or interpretation of this Agreement. Unless the context of this Agreement expressly otherwise indicates, any singular term in this Agreement includes the plural, and any plural term includes the singular. If any term or condition of this Agreement is found to be ambiguous, the ambiguity shall not be construed against any one particular party and/or in favor of any one particular party, and such ambiguous language shall be in all cases construed as a whole according to its fair meaning.

19. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and their permitted assigns, any legal or equitable rights hereunder.

20. Amendment. This Agreement cannot be modified or amended except in writing duly executed by ecomaine and Kimberly-Clark.

21. Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect, and the Parties shall negotiate in good faith to replace such illegal, void or unenforceable provision with a provision that corresponds as closely as possible to the intentions of the parties as expressed by such illegal, void, or unenforceable provision.

22. Governing Law. This Agreement shall be construed in accordance with, and the legal

relations among the parties shall be governed by, the applicable laws of the State of Maine.

23. Effect. This Agreement embodies the entire Agreement and understanding of the parties and supersedes any and all other agreements, negotiations, arrangements and understandings, verbal or written, relating to the matters provided for herein; any representations not herein expressly contained shall be of no force and effect.

24. Termination. Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein and the defaulting party fails to cure any such breach or default within fourteen (14) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may (i) terminate this Agreement; (ii) cure the breach or default at the expense of the breaching or defaulting party; and/or (iii) have recourse to any other right or remedy to which it may be entitled by law or equity, provided that, with the exception of a breach of Section 8 of this Agreement, the other party shall not take such actions if the defaulting party commences correction of such breach or default within fourteen (14) days after the other party has given notice of such breach or default, the breaching party diligently pursues such corrective action, and the corrective action is completed within sixty (60) days after the other party has given such notice. The non-defaulting party's selection of any remedy specified herein shall not be construed as a waiver of any other rights at law or in equity related to the defaulting party's breach. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

IN WITNESS WHEREOF, ecomaine and Kimberly-Clark have hereunto set their hands

and seals as of the day and year first written above.

KIMBERLY-CLARK CORPORATION



By: Sapli
Its: VP GLOBAL SUSTANABILITY
Dated: Oct 8, 2009

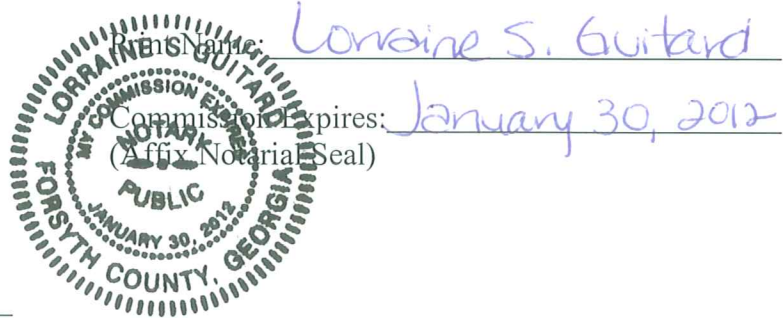
ECOMAINE

By: _____
Its: _____
Dated: _____

STATE OF Georgia
COUNTY of Forsyth

The foregoing instrument was acknowledged before me this 8 day of October 2009 by Suhas Apte [name of officer or agent, title of officer or agent] of Kimberly-Clark Corporation a Delaware corporation, on behalf of the corporation.

Lorraine S. Guitard
Notary Public



STATE OF _____
COUNTY of _____

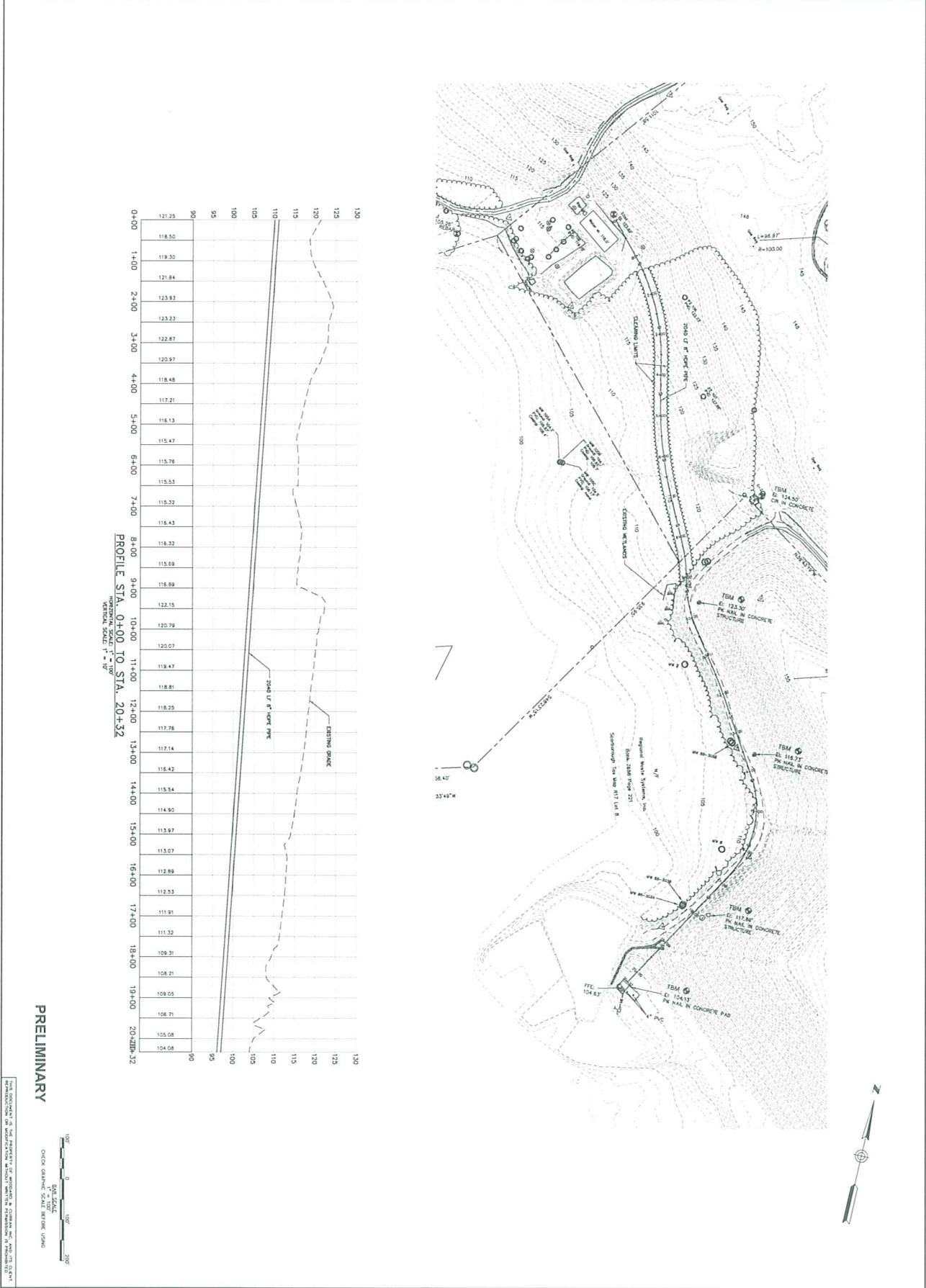
The foregoing instrument was acknowledged before me this _____ day of _____ 20__ by _____ [name of officer or agent]

agent, title of officer or agent] of ecomaine a _____ corporation, on behalf of the corporation.

Notary Public/Maine Attorney-at-Law

Print Name: _____

Commission Expires: _____
(Affix Notarial Seal)



<p>PRELIMINARY</p> <p>1" = 100'</p> <p>1" = 100'</p> <p>CHECK GRAPHIC SCALE BEFORE USING</p>	<p>PROPOSED PLAN & PROFILE</p>	<p>DESIGNED BY: WHO CHECKED BY: WHO</p> <p>DRAWN BY: WHO DATE: 2/23/10 1000.dwg</p>	<p>WOODARD & CURRAN</p> <p>41 Hutchins Drive Portland, Maine 04102 800.426.4262 www.woodardcurran.com</p> <p>COMMITMENT & INTEGRITY DRIVE RESULTS</p>
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Figure 1