



Memorandum

DATE: May 31, 2023
TO: Chairman and Members of the Board
FROM: Kevin H. Roche, CEO/General Manager
SUBJECT: **Agenda – Full Board of Directors Meeting**

There is a Special Meeting of the Board of Directors scheduled for **June 7, 2023 @ 8AM (Remote Only)**. The meeting will be held on the Zoom Platform. The link for the meeting is below:

You are invited to a Zoom meeting.

When: Jun 7, 2023 – 08:00 Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/meeting/register/tZcrc--qrjsiG9Cs4r8GaVJJiykKrmjkjzSw>

Registration is required to access the meeting. After registering, you will receive a confirmation email containing information about joining the meeting.

The agenda for this meeting is as follows:

1. Approval of the Minutes (*Attachment A*)
2. Lease of 90 Blueberry Road Property
 - Resolution on Lease Agreement (*Attachment B1*)
 - Lease: Sturbridge Real Estate Corporation (*Attachment B2*)

Executive Session (if needed): Discussion or consideration of Real Property
(The Executive Committee may wish to go into Executive Session for the above item under Section 405 (6) (C) of Title 1 of the Maine Revised Statutes).

3. Other:

Future Meetings:

Annual Board of Directors Meeting

06-15-2023 @ 11:30am

The Board of Directors & Executive Committee may wish to go into Executive Session for any of the above items under Section 405 of Title 1 of the Maine Revised Statutes ([per the following legislative website: http://janus.state.me.us/legis/statutes/1/title1ch13sec0.html](http://janus.state.me.us/legis/statutes/1/title1ch13sec0.html).)



Memorandum

Revised - Attachment A

DATE: April 20, 2023
TO: Chairman and Members of the Board
FROM: Kevin H. Roche, CEO/General Manager
SUBJECT: **Agenda – Full Board of Directors Meeting**

There was an **ecomaine** Board of Directors Meeting held on **April 20, 2023**. The meeting was called to order by Chairman Bill Shane.

Item 1: **Approval of the Minutes**

Linda Boudreau motioned to approve the minutes from the March 16, 2023. The motioned was second by Linda Cohen. All in favor.

Item 2: **Outreach & Recycling Committee Report – Caleb Hemphill, Chair**

Caleb Hemphill reported that the committee last met on April 13, 2023 and reported out the following:

To date, staff has reached 54,345 people through Education and Outreach.

Upcycle Challenge has closed and the committee received nine entries. The finalist will be voted on by the public on **ecomaine's** website.

We have opened the School Waste Diversion Grants and are seeking proposals until May 12, 2023. Schools can submit proposals for Waste Diversions Projects. We have set aside \$25,000 for the program and will review proposals at the May 26, 2023, committee meeting. We are asking that you promote this opportunity to your community.

Item 3: **Executive Session: Discussion or consideration of Real Property** (The Executive Committee may wish to go into Executive Session for the above item under Section 405 (6) (C) of Title 1 of the Maine Revised Status).

Rod Regier motioned to enter Executive Session to discuss or consider Real Property. The motion was second by Matthew Frank. All in favor.

Linda Cohen motioned to exit the Executive Session. The motion was second by Linda Boudreau. All in favor.

Item 4: **Finance & Audit Committee Report – Anne Bilodeau, Chair**

Anne Bilodeau reported that the committee last met on March 23, 2023, and provided the following update:

Anne reviewed a variety of cash disbursements and found no issues or concerns.

She reported that Greg L'Heureux (staff) provided a detailed review of the proposed FY 24 Budget and reviewed the Capital Budget. The Finance committee supports the approval of the proposed FY 24 Budget and Capital Lease Financing as presented to the committee.

She also reported that staff provided the committee with an overview of February YTD FY 23 finances. This included a review of sales of recycling materials, operating costs, WTE increase in expenses associated with overtime, chemicals, major repairs, and spare parts and landfill costs associated with vacant driver positions and higher cost in temporary services.

Item 5: **Board Approvals**

FY 24 Budget

There was a brief discussion on the FY 24 Budget. Jim Gailey motioned to approve the budget as reviewed and presented by staff. The motion was second by Matthew Sturgis. All in favor. The budget passed unanimously.

Lease Financing Resolution FY 24

Chairman Shane requested staff (Greg L'Heureux) provide a brief on the need for the Lease Financing. A brief discussion followed.

Dennis Abbott motioned to approve the Lease Financing Resolution as presented in Attachment B2 on the agenda. Troy Moon second the motion. All in favor.

Item 6: Approval – Collective Bargaining Agreement

Kevin Roche (staff) reviewed and provided details on the Collective Bargaining Agreement.

Jim Gailey motioned to approve the collective bargaining agreement which will include a 5% increase to union and non-union staff. The \$.85 increase for FY 24 to union wages will be applied in FY 25 as discussed. The motion was second by Terry Deering. All in favor.

Item 7: **Manager's Report:**

Kevin Roche (Staff) reported out on the Recycling Market and provided an update on several legislative bills (LD 399 Tabled), LD 1171 & 1172 and Amendments to LD 1431.

Item 8: **Executive Session: Report from the Review Committee on the GM Evaluation.** (The Executive Committee may wish to go into Executive Session for any of the above items under Section 405(6)(A) of Title 1 of the Maine Revised Statutes.)

Anne Bilodeau motioned to enter Executive Session to discuss the GM Evaluation. The motion was second by Troy Moon. All in favor.

Linda Boudreau motioned to exit the Executive Session. The motion was second by Linda Cohen. All in favor.

Adjourn: Mike Murray motioned to adjourn. The motion was second by Troy Moon. All in favor.

Present:

Dennis Abbott, Anne Bilodeau, Linda Boudreau, Linda Cohen, Terry Deering, Dave Durrell, Matthew Frank, Jim Gailey, Caleb Hemphill, Doug Howard, Katie Johnston, Steve Kelley, Troy Moon, Mike Murray, Bob Peabody, Rod Regier, Heidi Richards, Bill Shane, Erik Street, Matthew Sturgis, Amber Swett & Tony Ward

Staff:

Matt Grondin, Wei Huang, Greg L'Heureux, Denise Mungen & Kevin Roche

ecomaine
Board of Directors

RESOLUTION ON LEASE AGREEMENT

WHEREAS, the CEO/General Manager has negotiated the terms and conditions of an agreement to lease a certain parcel of property owned by **Sturbridge Real Estate Corporation** and located at 90 Blueberry Road in Portland (the “Property”) to **ecomaine**, under the following key terms and conditions:

1. Sturbridge would agree to lease the Property to **ecomaine** for use as a recycling and waste-processing facility, office, educational and outreach space, and all uses ancillary thereto, or for any other commercially reasonable use approved by Sturbridge in writing, which will not unreasonably withheld if such use is permitted under the City of Portland zoning code;
2. **ecomaine** would pay Sturbridge monthly rent, beginning at \$32,968.75 per month for the first year, and escalating at a rate of three percent (3%) per year after that;
3. The initial term of the Lease Agreement would be twenty (20) years, with **ecomaine’s** option to extend the term for one (1) renewal term of twenty (20) years; and
4. Sturbridge would provide **ecomaine** with a right of first refusal to purchase the Property if Sturbridge receives a bona fide third-party written offer to purchase the Property for which Sturbridge has accepted or intends to accept;

WHEREAS, Sturbridge wishes to enter into a Lease Agreement under the above terms and conditions; and

WHEREAS, such Lease Agreement is subject to approval of the Board of Directors; and

WHEREAS, the Board of Directors has determined that the proposed Lease Agreement on the above terms and conditions is in the best interests of **ecomaine**; and

WHEREAS, the Executive Committee has recommended that the Board of Directors adopt this resolution and approve execution of a Lease Agreement that includes the above terms and conditions, among others.

NOW, THEREFORE, BE IT RESOLVED: That the CEO/General Manager or, in the event of his absence or other inability to act, the Acting CEO/General Manager is hereby authorized to execute a Lease Agreement with Sturbridge Real Estate Corporation, which includes the key terms and conditions outlined herein; and

BE IT FURTHER RESOLVED: the CEO/General Manager is authorized to execute a Memorandum of Lease to evidence said Lease Agreement and certain of the terms therein for the purpose of placing the same of record in the Registry of Deeds Office for Cumberland County, State of Maine.

DATED: _____, 2023

LEASE

STURBRIDGE REAL ESTATE CORPORATION

to

ecomaine

Premises Designated as

The land and building located at 90 Blueberry Road (a/k/a 2 Blueberry Road),
Portland, ME, comprising approximately 4.1 acres and +/- 55,500 rentable square
feet of building space

Dated as of _____, 2023

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| LEASE SUMMARY..... | 3 |
| ARTICLE 1. PREMISES..... | 5 |
| ARTICLE 2. TERM/OPTION TO RENEW | 6 |
| ARTICLE 3. RENT | 7 |
| ARTICLE 4. USE OF PREMISES..... | 9 |
| ARTICLE 5. ADDITIONAL RENT | 11 |
| ARTICLE 6. IMPROVEMENTS AND ALTERATIONS..... | 14 |
| ARTICLE 7. COMPLIANCE WITH LAWS..... | 15 |
| ARTICLE 8. INSURANCE..... | 16 |
| ARTICLE 9. LIMITATION OF LIABILITY/INDEMNITY | 18 |
| ARTICLE 10. DAMAGE OR DESTRUCTION..... | 19 |
| ARTICLE 11. CONDEMNATION..... | 21 |
| ARTICLE 12. COVENANT AGAINST WASTE | 22 |
| ARTICLE 13. LANDLORD RIGHT TO CURE DEFAULTS..... | 22 |
| ARTICLE 14. ASSIGNMENT & SUBLETTING..... | 23 |
| ARTICLE 15. SUBORDINATION..... | 23 |
| ARTICLE 16. SURRENDER/HOLDING OVER | 23 |
| ARTICLE 17. DEFAULT/LANDLORD REMEDIES | 25 |
| ARTICLE 18. CUMULATIVE REMEDIES; MODIFICATIONS; WAIVERS; JURISDICTION; JURY TRIAL | 28 |
| ARTICLE 19. ESTOPPEL CERTIFICATES | 29 |

| | | |
|-------------|---|----|
| ARTICLE 20. | LANDLORD’S RIGHT TO INSPECT PREMISES..... | 29 |
| ARTICLE 21. | ATTORNMENT | 29 |
| ARTICLE 22. | QUIET ENJOYMENT..... | 29 |
| ARTICLE 23. | RIGHT OF FIRST REFUSAL | 29 |
| ARTICLE 24. | ADDITIONAL PROVISIONS..... | 30 |

LEASE SUMMARY

The following Lease Summary (the “Lease Summary”) sets forth certain basic data of the Agreement of Lease (the “Lease”) and the definitions of certain items contained in this Lease, all of which are hereby incorporated in the Lease:

Landlord: Sturbridge Real Estate Corporation

Tenant: ecomaine

Premises: The land and building located at 90 Blueberry Road (a/k/a 2 Blueberry Road), Portland, ME, comprising approximately 4.1 acres and +/- 55,500 rentable square feet of building space.

Term: The Lease is effective as of the date set forth on the cover page of the Lease (the “Commencement Date”), and shall continue until the date that is the twenty (20) year anniversary of the Commencement Date (the “Termination Date”, and such twenty-year period the “Initial Term”) unless sooner terminated in accordance with the terms of the Lease or renewed in accordance with the terms of the Lease. The period during which the Lease remains in effect shall be referred to as the “Term”.

Rent Commencement: Upon Commencement Date.

Base Rent: Base Rent during the Term shall be as follows:

| Year | Annual Base Rent | Monthly Base Rent |
|-------------|-------------------------|--------------------------|
| Year 1 | \$ 395,625.00* | \$ 32,968.75 |
| Year 2 | \$ 407,493.75 | \$ 33,957.81 |
| Year 3 | \$ 419,718.56 | \$ 34,976.55 |
| Year 4 | \$ 432,310.12 | \$ 36,025.84 |
| Year 5 | \$ 445,279.42 | \$ 37,106.62 |
| Year 6 | \$ 458,637.81 | \$ 38,219.82 |
| Year 7 | \$ 472,396.94 | \$ 39,366.41 |
| Year 8 | \$ 486,568.85 | \$ 40,547.40 |
| Year 9 | \$ 501,165.91 | \$ 41,763.83 |
| Year 10 | \$ 516,200.89 | \$ 43,016.74 |
| Year 11 | \$ 531,686.92 | \$ 44,307.24 |
| Year 12 | \$ 547,637.53 | \$ 45,636.46 |
| Year 13 | \$ 564,066.65 | \$ 47,005.55 |
| Year 14 | \$ 580,988.65 | \$ 48,415.72 |

| | | |
|---------|---------------|--------------|
| Year 15 | \$ 598,418.31 | \$ 49,868.19 |
| Year 16 | \$ 616,370.86 | \$ 51,364.24 |
| Year 17 | \$ 634,861.98 | \$ 52,905.17 |
| Year 18 | \$ 653,907.84 | \$ 54,492.32 |
| Year 19 | \$ 673,525.08 | \$ 56,127.09 |
| Year 20 | \$ 693,730.83 | \$ 57,810.90 |

*The first two months of the first year will be Base Rent free.

Renewal Option: Tenant shall have an option (the “Option”), to extend the Term beyond the Initial Term for one additional twenty (20) year period (a “Renewal Term”) provided Tenant is not in default of its obligations under the Lease beyond any applicable grace period at the time Tenant exercises the Option. Tenant may only exercise the Option in accordance with Article 2 Section B of the Lease and by providing Landlord written notice of its exercise of the Option on or prior to the date that is twelve (12) months prior to the Termination Date (the “Option Notice Date”).

Additional Rent: The Lease shall be a triple net lease. Tenant shall be responsible for payment of all real estate taxes and assessments, insurance and operating expenses for the Premises, as well as other amounts as set forth in the Lease.

Security Deposit: \$100,000.00(the “Security Deposit”) shall be delivered by Tenant to the Landlord on the date of execution of this Lease, which said Security Deposit shall be deposited into an interest bearing account, and held in accordance with the terms of this Lease.

Permitted Use: The Premises shall be used as a recycling and waste-processing facility, office, educational and outreach space, and all uses ancillary thereto or for such other commercially reasonable use as Landlord may, in its reasonable discretion, approve in a written instrument signed by a duly authorized officer of Landlord. Landlord will not unreasonably withhold its consent to another use if such use is permitted, either as of right or resulting from any public process, under the City of Portland zoning code.

Brokers: Greg Hastings from the Dunham Group of Portland Maine (the “Broker”) is the sole broker involved in the leasing of the Premises. The Broker will be paid in accordance to a separate listing agreement. This amount shall be paid by

the Landlord promptly following execution of this Lease and the delivery by Tenant of the Security Deposit.

Additional Terms: As set forth in the Lease.

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE (this “Lease”) is made effective as of the _____ day of _____, 2023, by and between **STURBRIDGE REAL ESTATE CORPORATION**, a Maine corporation (“Landlord”), and **ecomaine**, a Maine nonprofit corporation (“Tenant”). Each capitalized term not otherwise defined herein shall have the meaning set forth in the Lease Summary above, which is incorporated herein by reference. In the event of a conflict between the provisions of this Lease and the Lease Summary, the terms of this Lease shall govern.

ARTICLE 1. – PREMISES

A. Premises. The land and building located at 90 Blueberry Road (a/k/a 2 Blueberry Road), Portland, ME, comprising approximately 4.1 acres and +/- 55,500 rentable square feet of building space, and more particularly described in Exhibit A annexed hereto (the “Premises”). By execution of this Lease, Tenant accepts and takes possession of the Premises on an “As Is, Where Is” basis, as of the Commencement Date, with no representation by Landlord or any other person as to the condition of the Premises or any mechanical, heating, cooling, electrical or other systems on or in the Premises, or the fitness of the Premises or any such systems for any particular use, subject to the terms of Article 6, Section B(ii).

B. Tenant Work. Tenant shall arrange for fit up work at the Premises and may arrange for (a) improvements to the heating, air conditioning, and other mechanical systems of the Premises, (b) the conversion of the Premises from an industrial warehouse with office space to a recycling and waste-processing facility (which may include the removal of load-bearing columns and portions of the office and mezzanine spaces, the installation of additional or an alternative configuration of overhead doors, and the installation of recycling and waste-processing equipment), with office, educational and outreach space, (c) the expansion of the existing driveway, parking spaces and drive aisles, and the addition of a truck queuing area, and (d) the installation of steam, electrical and transmission lines from the Premises to the Tenant’s waste-to-energy plant located at its adjacent property located at 64 Blueberry Road, all to be undertaken by its own third-party contractors (“Tenant Work”), which Tenant Work, if approved as detailed below, shall be undertaken at Tenant’s sole cost and expense. Tenant shall arrange for and be responsible for the cost of preparing all designs, plans, drawing specifications and

pricing for any Tenant Work (“Tenant Work Plans”). Prior to commencement of construction of the Tenant Work, Tenant shall submit to Landlord for its approval (which approval shall not be unreasonably withheld or conditioned) any such Tenant Work Plans. Within ten (10) business days after receipt of any such Tenant Work Plans, Landlord shall notify Tenant whether the Tenant Work Plans have been approved or disapproved, or approved with conditions, which approval shall not be unreasonably withheld or conditioned. If Tenant Work Plans shall change in any material way, Tenant shall promptly notify Landlord. Within ten (10) business days after receipt of any proposed changes to the Tenant Work Plans, Landlord shall notify Tenant whether the changes have been approved or disapproved, or approved with conditions, which approval shall not be unreasonably withheld or conditioned. If any Tenant Work Plan, Landlord’s notice of disapproval shall set forth the basis for such disapproval. If Landlord fails to notify Tenant of Landlord’s approval or disapproval of any Tenant Work Plan within the time period specified above, then Landlord shall be deemed to have approved the Tenant Work Plan, or proposed changes thereto, without any exception or condition.

C. Tenant Signage. Landlord shall make space available for Tenant to place Tenant’s signage on the building located on the Premises, and in other reasonable and customary places on the Premises. Any signage proposed to be placed by Tenant shall not be erected without prior written approval by Landlord, which shall not be unreasonably withheld. Tenant shall be responsible for ensuring all proposed signage complies with all applicable local and state ordinances. Approval by Landlord of Tenant’s signage shall not alleviate Tenant of the foregoing responsibility. Tenant shall be responsible for all costs associated with Tenant’s signage.

ARTICLE 2. – TERM/OPTION TO RENEW

- A. Term. The Lease is effective upon the Commencement Date and expires on the Termination Date, subject to the terms and conditions set forth herein, including without limitation the Option to renew pursuant to Section B, below.
- B. Renewal Option. Provided Tenant is not in default of its obligations under this Lease, beyond any applicable grace period and in accordance with the terms of this Lease, Tenant shall have the Option to extend the Term of this Lease beyond the Initial Term for one Renewal Term, constituting an additional twenty (20) years beyond the conclusion of the Initial Term. If the Option is exercised, the Termination Date

of this Lease shall thereafter be the date that is the fortieth (40) year anniversary of the Commencement Date, unless sooner terminated in accordance with the terms of this Lease. Exercise of the Option may only be made by Tenant by providing Landlord written notice of its exercise of the Option on or prior to the date that is twelve (12) months prior to the twenty (20) year anniversary of the Commencement Date. During the Renewal Term, the Base Rent shall increase by three percent (3%) each year as set forth in Section 3 of this Lease.

ARTICLE 3.– RENT

A. Rent. This Lease is a TRIPLE NET LEASE, and Landlord shall not be obligated to pay any charge or bear any expense whatsoever against or with respect to the Premises, nor shall the rents payable hereunder be subject to any reduction or offset whatsoever on account of any such charge or otherwise. Tenant hereby covenants and agrees to pay to Landlord as rent for the Premises (all of which is collectively referred to as “Rent”) all of the following:

- 1) “Base Rent” hereunder shall commence on the Commencement Date and shall be paid by Tenant at the rate and amount per Section 1.
- 2) “Additional Rent”. Tenant shall further pay Landlord all other sums and charges which are required to be paid by Tenant under this Lease, which sums and charges shall be deemed to be and are hereinafter sometimes referred to as “Additional Rent”. Additional Rent is further discussed in Article 5, below.
- 3) All Base Rent and Additional Rent payable under this Lease shall be deemed net rent and shall be paid to Landlord without any setoff or deduction of any kind whatsoever, it being the intention of the parties that Tenant shall directly pay all costs and expenses payable by Tenant in accordance with this Lease and during the Term of this Lease, except as otherwise expressly limited by the provisions of this Lease.

B. Renewal Rent. For the first year of the Renewal Term, as applicable, the Base Rent payable hereunder for each Lease Year during the applicable Renewal Term shall be adjusted as of the commencement of the applicable Renewal Term so as to be equal to 100% of the then “fair market rent” for the Extension Period but in no event to ever be less than the Base Rent of the preceding year (“fair market rent”) as mutually determined by Landlord and Tenant through the process of negotiation. If for any reason Landlord and Tenant shall not agree in writing upon the “fair market rent” for any Extension Period at least eight (8) months prior to the commencement of such Extension Period, then the fair market rent for premises of the size and nature of the Premises shall be determined by licensed real estate appraisers having at least five (5) years’ experience in the appraisal of commercial real estate in the Greater Portland, Maine area, one such appraiser to be designated by each of Landlord and Tenant. If either party shall fail to designate its appraiser by giving notice of the name of such appraiser to the other party within fifteen (15) days after receiving notice of the name of the other party’s appraiser, then the appraiser chosen by the other party shall determine the fair market rent and his or her determination shall be final and conclusive. If the appraisers designated by Landlord and Tenant shall disagree as to the amount of fair market rent, then they shall jointly select a third appraiser meeting the qualifications set forth above, and his or her estimate of fair market rent shall be the fair market rent for purposes hereof. Each of Landlord and Tenant shall pay for the services of its appraiser, and if a third appraiser shall be chosen, then each of Landlord and Tenant shall pay for one-half of the services of the third appraiser.

C. Payment of Rent. Base Rent shall be paid in equal monthly installments on the first day of the month, commencing on the Commencement Date and continuing monthly thereafter on the first day of each succeeding month throughout the Term of this Lease. If the Commencement Date is not the first day of the month, then Tenant shall be required to pay only a proportionate share of Base Rent for such month in which the Commencement Date occurs, with full payments commencing the first (1st) day of the following month and each succeeding month during the Term of this Lease. Base Rent and Additional Rent shall be paid in cash or by check, or at the election of Tenant by electronic funds transfer, in lawful money of the United States of America, commencing on the Commencement Date, without notice or demand and without deduction, diminution, abatement, counterclaim or set off of any amount or for any reason whatsoever except as otherwise provided for herein, payable to Landlord, and delivered to at its offices at the address as stated in

Article 24 or to such other person and place as may be designated by notice in writing from Landlord to Tenant from time to time. If Tenant shall present to Landlord more than two times during the Term checks or drafts not honored by the institution upon which they are issued, then Landlord may require that future payments of Rent and other sums thereafter payable be made by certified or cashier's check, in addition to any charges incurred by Landlord in collecting the dishonored checks.

D. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of Rent as set forth herein shall be deemed to be other than on account of the amount of Rent next becoming due; nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other Rent or any remedy as provided in this Lease.

ARTICLE 4. – USE OF PREMISES

A. Permitted Uses. Subject to the provisions of this Lease, Tenant may use and occupy the Premises as a recycling and waste-processing facility, office, educational and outreach space, and all uses ancillary thereto but for no other purpose; provided, however, that Tenant may use the Premises for such other commercially reasonable use as Landlord may, in its reasonable discretion, approve in a written instrument signed by a duly authorized officer of Landlord. Subject to Subsection C below, Landlord will not unreasonably withhold its consent to another use if such use is permitted, either as of right or resulting from any public process, under the City of Portland zoning code. Landlord makes no representation or warranty regarding Tenant's ability to obtain and maintain necessary regulatory approvals and permits for operation of the Premises for the Tenant's intended use.

B. Operational Standards. Notwithstanding anything to the contrary in this Lease, Tenant shall be bound to ensure that it adheres to best practices in the operation of its business on the Premises, and specifically covenants that it will maintain adequate levels of staffing in order to ensure the safety and security of the Premises. Tenant agrees to use reasonable commercial efforts to cause such service providers to satisfy the terms of this paragraph.

C. Hazardous Materials. For avoidance of doubt, and without easing the limitations of the provisions of Subsection A above, Tenant: (a) shall not knowingly manufacture, commercially warehouse, dispose, or process any "Hazardous Materials" on or about the Premises, (b) shall not use the Premises as a

disposal or dump site for Hazardous Materials, (c) shall store, handle, use, treat, remove and dispose of any Hazardous Materials stored or used on or about the Premises in compliance with all applicable laws, ordinances, rules, regulations and orders of all Federal, State and municipal governments or departments thereof having jurisdiction over such matters, and (d) shall not cause or permit the Premises to be contaminated by Hazardous Materials. Landlord understands and acknowledges, that Tenant intends to operate the Premises as a recycling and waste processing facility that receives recycling and waste products from third parties that may contain Hazardous Materials, which Tenant, upon Tenant's identification of the presence of such Hazardous Materials, will handle, remove and dispose of in accordance with subsection (c) above. As used in this Section and elsewhere in this Lease, the term "Hazardous Materials" means and includes: (a) any "hazardous wastes", as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 901, et seq.), as amended from time to time, and the regulations promulgated thereunder, (b) any "hazardous substance", as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as amended from time to time, and the regulations promulgated thereunder, (c) any hazardous substance as defined by Maine law; as amended from time to time, and the regulations promulgated thereunder, (d) any substance, the presence of which on or about the Premises is prohibited by any law similar to those referred to hereinabove, and (e) any other substance which under applicable law requires special handling in its collection, storage, treatment or disposal. If Tenant breaches its obligations, representations, or warranties under this Section. Landlord may (but in no way shall be obligated hereunder to) take any and all action reasonably appropriate to remedy a violation caused by Tenant's use, generation, storage, disposal, or processing of Hazardous Materials. Tenant shall indemnify and hold harmless Landlord, its successors and assigns, and their principals, officers, lenders, employees, representatives, agents and lenders from and against any and all claims, demands, liabilities, causes of action, fines, penalties, suits, judgments, damages and expenses (including attorneys' fees and costs of investigation, assessment, monitoring, removal and remediation) arising from a violation caused by Tenant's affiliates, lenders use, generation, storage, disposal, or processing of Hazardous Materials at the Premises. Tenant shall, at its cost and expense and upon request of Landlord, its successors and assigns, defend (with counsel acceptable to Landlord) Landlord, its successors and assigns, against any such claims and liabilities arising from Tenant's breach of any obligation, warranty, or representation under this Section. This indemnification of Landlord by Tenant includes costs incurred in connection with any investigation of site conditions and any cleanup, remedial removal, or restoration work required due to the presence of

Hazardous Material. This indemnity provision shall in no way affect other remedies that may be available to Landlord in the event of Tenant's breach of its obligations, warranties or representations under this Lease, and it shall survive expiration or earlier termination of this Lease. Tenant shall promptly notify Landlord of any release of a Hazardous Material in the Premises of which Tenant becomes aware, whether caused by Tenant or any other person or entity.

D. Prudent Practices. Tenant shall operate its business according to prudent industry practices and shall strictly and properly monitor the presence of Hazardous Materials according to all then applicable federal, state and local environmental requirements. Tenant shall deliver to Landlord true and correct copies of all reports and test results relating to the use, storage, handling, treatment, generation, release, disposal or processing of Hazardous Materials.

E. Restitution. If the results of a Phase II environmental site assessment (the "Phase II ESA"), completed by a qualified and independent environmental engineering consultant ordered by the Landlord, reveal the presence of Hazardous Materials on the Premises, and require remediation or that would result in the restricted use of or the loss of market value to the Premises, Tenant shall promptly notify Landlord (following Tenant's receipt and review of the Phase II ESA) of its intent to either remediate the same in accordance with the recommendations set forth in the Phase II ESA, or to take no action. If Tenant notifies Landlord that it does not intend to take remedial action in accordance with the recommendations set forth in the Phase II ESA, then Landlord shall have the right, but not the obligation, to compel the Tenant to purchase the Premises for an amount equivalent to the greater of (i) the value of the Building at the Execution Date of seven million (\$7,000,000) escalating at a rate of three percent (3%) per year to the date Tenant purchases the Premises under this Subsection E, or (ii) the fair market value at the date Landlord elects to compel Tenant to purchase the Premises, as determined by a licensed real estate appraiser having at least five (5) years' experience in the appraisal of commercial real estate in the Greater Portland, Maine area, designated by Landlord and Tenant.

ARTICLE 5. — ADDITIONAL RENT

Tenant shall be liable to pay, to or for the account of the Landlord, and when and as due as described below, all of the following expenses related to the Premises, unless otherwise expressly excluded from Tenant's responsibility, which following expenses are Additional Rent:

A. TAXES AND ASSESSMENTS.

1. Taxes and Assessments Defined. As used in this Section and elsewhere in this Lease, the term "**Taxes and Assessments**" shall mean and include all real estate taxes, assessments, special assessments, sewer rent and water charges, and all other taxes, levies, assessments, charges and impositions of every kind and nature whatsoever, ordinary or extraordinary, foreseen or unforeseen, general or special, which apply to periods during the Initial Term of this Lease and the Renewal Term and which are levied, assessed, charged or imposed upon the Premises, or the rents and income therefrom, or which in any way arise from the use, occupancy or possession of the Premises.

2. Tenant's Duty to Reimburse Landlord. During the Initial Term of this Lease, and any Renewal Term, Landlord shall invoice Tenant for such Taxes and Assessments when and as the same are invoiced to Landlord, and shall furnish Tenant with copies of tax assessment notices and related documentation supporting the same. All such invoices shall be paid by Tenant in full within thirty (30) days of receipt of such invoices by Tenant. In the event this Lease shall terminate and Tenant shall have already paid for Taxes and Assessments applicable to periods following the date of termination of this Lease, Landlord shall refund to Tenant the amount of such prior Tenant payments, prorated to the date of termination.

3. Income and Certain Other Taxes Excluded. The foregoing provision shall not require Tenant to pay or to reimburse Landlord for any municipal, state or federal income taxes assessed against Landlord, any municipal, state or federal capital levy, succession, or transfer taxes of Landlord, any corporation excess profits or franchise taxes imposed upon any corporate owner of the Property of which the Premises forms a part, or any income, profits or revenue tax, assessment or charge imposed upon rent as such which is payable by Tenant under this Lease; provided, however, that if at any time during the Term of this Lease, the methods of taxation prevailing on the date of the execution of this Lease shall be altered so that in lieu of or as a substitute for the whole or any part of the taxes, assessments, levies, impositions, or other charges now levied, assessed, charged or imposed upon

real estate and the improvements thereon, there shall be levied, assessed, charged or imposed a tax, levy, assessment, charge or imposition, wholly or partially as a capital levy or otherwise, on the rents received therefrom, or measured by or based in whole or in part upon the Property of which the Premises forms a part and imposed upon Landlord, then all such taxes, levies, assessments, charges or impositions, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes and Assessments" for the purposes hereof, and shall be payable by Tenant to the extent that such taxes, levies, assessments, charges or impositions would be payable if the Premises were the only property of Landlord subject to such impositions, but only to the extent that such substitution shall relieve Tenant in whole or in part from the payment of any other Taxes and Assessments enumerated in this Section.

B. UTILITIES.

1. Utilities Defined. As used in this Section and elsewhere in this Lease, the term "**Utilities**" shall mean and include all charges, including any required deposits, for water, sewerage, heat, gas, electricity, fuel, oil, telephone, trash disposal and any and all other utilities or services consumed upon the Premises during the Initial Term or any Renewal Term, or otherwise arising from Tenant's use and occupancy thereof.

2. Tenant's Duty to Pay; Reimburse Landlord. Tenant shall pay when due all Utilities. To the extent such Utilities are not invoiced directly to Tenant, during the Initial Term or any Renewal Term of this Lease, Tenant SHALL pay invoices for Utilities issued to Landlord. Landlord shall invoice Tenant for such Utilities when and as invoices for the same are received by Landlord, and shall furnish Tenant with copies of Utility invoices, receipts and related documentation supporting the same. All such invoices from Landlord shall be paid by Tenant in full within thirty (30) days after the date of receipt thereof.

3. No Duty by Landlord to Furnish Utilities. Landlord shall not be required to furnish any such Utilities to Tenant, and shall not be liable to Tenant or any other person for any failure to furnish such Utilities, for any delay in furnishing such Utilities, or for any interruption in such utilities caused by breakdown, maintenance, repair work or other causes beyond Landlord's reasonable control; provided, however, that Landlord shall permit reasonable use of the Property to support the provision of Utilities to the Premises.

4. Tenant's Right to Furnish Utilities. Tenant reserves the right to furnish its own electrical service to the Premises from Tenant's waste-to-energy

plant located at its adjacent property located at 64 Blueberry Road, which includes the right to install electrical and transmission lines, together with all necessary appurtenances, on the Premises.

C. REPAIRS AND MAINTENANCE.

1. Landlord's Duty to Repair and Maintain. Landlord, at its expense, shall repair and maintain the foundation, structural walls and elements, underground pipes, and roof of the Premises to the extent such items exist as of the Commencement Date; provided, however, that the need for such repairs or maintenance have not been caused or contributed to by the neglect or willful act of Tenant or its employees, agents, guests or invitees. Landlord shall have no obligation to repair structural walls and elements and underground pipes that have been added to the Premises as part of Tenant Work.

2. Tenant's Duty to Pay for Repairs and Maintenance. Except as otherwise provided herein, Tenant shall, at its sole cost and expense, during the Initial Term and any Renewal Term, repair and maintain the Premises including the parking areas, driveways, sidewalks and curbs, and the exterior grounds, shall keep the parking areas, driveways, sidewalks and curbs, reasonably clean and free of snow, ice, rubbish and other obstructions, and shall keep the grass and shrubbery cut and trimmed.

3. Tenant's Duty to Repair and Maintain. During the Initial Term and any Renewal Term, Tenant, at its sole and exclusive expense, shall take good care of and maintain the Premises, including but not limited to all heating, air conditioning, electrical, life safety, mechanical and plumbing systems serving the Premises and common areas. Tenant, at its expense, shall keep the Premises, including but not limited to the heating, air conditioning, electrical, mechanical and plumbing systems serving the Premises and common area, in good and safe order and functioning condition, shall suffer no waste or injury thereto, and, except as otherwise provided in Subsection A, shall make all necessary repairs thereto, ordinary as well as extraordinary. Tenant shall, at its sole and exclusive expense, take good care of and maintain the interior of the building on the Premises, including drywall, doors, paint and other similar elements and shall suffer no waste or injury thereto, but shall make all necessary repairs thereto, ordinary as well as extraordinary. Tenant, at its expense, shall make and perform all repairs and maintenance due to be made or performed by Landlord under Subsections A above if the need for such repairs or maintenance are caused or contributed to by the neglect or willful act of Tenant or its employees, agents, guests or invitees. When used

herein, the term "repairs" shall include replacements or renewals, when necessary, and all such repairs shall be at least equal in quality and class to the condition of the original work or property, as the case may be, and shall be of such character as is appropriate for buildings of the construction, age and class of the Premises and other improvements upon the Premises. Nothing in this Section shall be deemed to require Tenant to maintain the Premises in a condition better than the condition the Premises are in as of the date of this Lease.

4. Landlord’s Right to Make Repairs if Tenant Defaults. If Tenant shall fail to make any repairs or perform any maintenance required of Tenant under this Lease, and (a) such repairs or maintenance shall not have been completed within thirty (30) days after written notice to Tenant, or if such repairs or maintenance reasonably cannot be completed within thirty (30) days, if Tenant has not diligently proceeded with such repairs or maintenance within said period, or (b) without notice, if an emergency exists, then Landlord shall have the right to undertake such repairs or maintenance at Tenant's expense. In such event, Tenant shall immediately reimburse Landlord for the reasonable cost of any repairs or maintenance so undertaken, and any such unreimbursed costs shall thereafter be deemed Additional Rent under this Lease.

5. No Duty By Landlord to Make Repairs. Except as otherwise provided in in this Lease, Landlord shall have no duty to make any repairs, perform any maintenance, or make any alterations, changes, installations, replacements, additions to or improvements upon the Premises during the Initial Term or the Renewal Term of this Lease.

ARTICLE 6.—IMPROVEMENTS AND ALTERATIONS.

A. Tenant’s Right to Make Certain Alterations. Subject to Article 1, Section B. of this Lease, Tenant, at its sole expense, may from time to time make inside structural and non-structural alterations, changes and improvements in and to the Premises which it may deem necessary or suitable for the conduct of its business. All such work shall be done in a good and workmanlike manner and without impairing the structural soundness of the Premises, or lessening the value thereof, and shall be done in compliance with all building and zoning laws, and with all other ordinances, rules, regulations, permits and approvals of all governmental authorities (collectively the “Governmental Requirements”) pertaining to making alterations of the Premises. Tenant shall comply with the provisions of Article I, Section B. in connection with the making of such alterations, changes and improvements.

B. Inspection and Permit Termination.

(i) Tenant shall, at its sole cost and expense, apply for the permits and approvals (the “Tenant’s Permits”) necessary to operate the premises for the use described in Section 4 and shall diligently proceed in good faith to obtain the Tenant’s Permits. Tenant shall keep Landlord apprised as to the status of obtaining of the Tenant’s Permits and upon receipt thereof notify Landlord. If Tenant has not obtained the Tenant’s Permits by March 31, 2024 (the “Permitting Period”), Tenant shall have the right to either (i) terminate this Lease effective April 30, 2024 (the “Termination Date”), subject to providing Landlord with ten (10) days’ notice prior to the Termination Date, or (ii) extend the Permitting Period and Termination Date for up to three (3) additional periods, of three (3) months each, by delivery to Landlord of written notice thereof prior to the applicable Termination Date.

(ii) Until ninety (90) days from the Effective Date of this Lease, Tenant shall, at its sole cost and expense, have the right to inspect the structural portions of the Property, including the load-bearing capacity of the floor and any subfloor to the Property, for its intended use (the “Inspection Period”). If the results of Tenant’s inspection reveal Property is not sufficient for Tenant’s intended purpose in accordance with the foregoing, then Tenant shall be permitted to terminate this Lease effective thirty (30) days from the end of the Inspection Period (the “Inspection Period Termination Date”), subject to providing Landlord with ten (10) days’ notice prior to the expiration of the Inspection Period Termination Date.

C. Tenant Removal of Certain Alterations. All alterations, changes and improvements to the Premises, including its mechanical systems, and whether structural or non-structural, shall become the sole and exclusive property of Landlord upon the construction or installation of such alterations, changes or improvements (except the recycling and waste-processing equipment shall remain the sole and exclusive property of the Tenant), and may not be removed by Tenant without the prior written consent of Landlord, which Landlord may be entitled to grant or deny in its sole discretion.

E. Mechanic Liens. If any mechanics lien shall be filed against the Premises as a result of any act or omission by Tenant or anyone claiming under or through Tenant, then Tenant, shall, within thirty (30) days after written notice

thereof, promptly take such action as may be necessary to remove or satisfy such lien, by payment, bonding or otherwise, and if Tenant shall fail to do so, Landlord shall have the right to take any action reasonably necessary to remove or satisfy such lien at Tenant's expense. Tenant shall promptly reimburse Landlord for the reasonable cost of any actions so undertaken, including court costs and reasonable attorney fees, and any such unreimbursed costs shall thereafter deemed Additional Rent under this Lease.

ARTICLE 7. — COMPLIANCE WITH LAWS

A. Tenant's Duty to Comply. Tenant shall not do or permit anything to be done on or about the Premises, the adjoining parking areas, driveways, sidewalks and curbs, or the exterior grounds, or bring or keep anything thereon, which: (a) is in violation of or contrary to any applicable law, ordinance, rule, regulation, requirement or order of any federal, state or municipal government or department thereof, including by not limited to any law or regulation governing the storage, handling, use, treatment, removal or disposal of Hazardous Materials, (b) is in violation of or contrary to any rule, regulation, requirement or order of any municipal authority, (c) is in conflict with the provisions of any insurance policy applicable to the Premises, or (d) is contrary to or in conflict with any easement, grant or right of way which affects the Premises which is of record as of the Commencement Date (which obligations and responsibilities are hereinafter referred to as the "Regulatory and Other Requirements"). Tenant, at its expense, shall faithfully comply and remain in compliance with all Regulatory and Other Requirements. Notwithstanding the foregoing, Tenant, in good faith, may contest by due legal proceedings the validity of any such Regulatory or Other Requirement and may refrain from compliance therewith during such contest, provided that Tenant pays all costs associated therewith. Further, in accordance with Article 9 hereof, Tenant agrees to indemnify, hold harmless and defend Landlord from and against and all claims, penalties, fee and costs arising out of Tenant's actions related to such contest and or Tenant's failure to comply with all such Regulatory or Other Requirements.

B. Landlord's Right to Comply If Tenant Defaults. If Tenant shall fail to promptly comply with any Regulatory and Other Requirement, and is not then contesting the validity of such Regulatory and Other Requirement as set forth in Subsection A, and (a) such failure shall not have been cured within fifteen (15) days after notice to Tenant, or if such failure reasonably cannot be cured within fifteen (15) days, if Tenant has not diligently proceeded to cure such failure within said period, or (b) without notice, if an emergency exists, then Landlord shall have the

right to do whatever is reasonably necessary to secure such compliance at Tenant's expense. Tenant shall immediately reimburse Landlord for the reasonable cost of any actions so undertaken, including repair and maintenance expenses, court costs and reasonable attorney fees, and for the cost of any premium increases on any insurance policies applicable to the Premises, and any such unreimbursed costs shall thereafter be deemed Additional Rent under this Lease. Tenant shall furnish Landlord with copies of any order or notice of violation issued by any applicable authority within five (5) business days after receipt by Tenant. In the event Tenant shall contest by due legal proceedings the validity of any such Regulatory or Other Requirement, Tenant shall keep Landlord reasonably apprised of the status of such proceedings.

ARTICLE 8.—INSURANCE

A. Tenant's Duty to Furnish Casualty Insurance Furnished by Landlord. Tenant shall carry and maintain for the benefit of Landlord casualty insurance on the Premises against loss or damage by fire, natural disaster, vandalism, and other risks generally embraced by "all risks coverage" policies. Such insurance shall be in an amount not less than the replacement cost value of the Premises, as determined by Landlord in its sole discretion. Such insurance may also include rent insurance against loss of Base Rent, Additional Rent or any other sums which may be or become due from Tenant under this Lease during any period in which the Premises or any part thereof shall be substantially untenable. Tenant shall pay the cost of all such insurance covering the Premises when due.

B. Tenant's Duty to Furnish Liability Insurance. Tenant, at its expense, shall carry and maintain for the benefit of Landlord: (a) general liability insurance against any claims for death, bodily injury, or property damage by anyone, occurring on or about the Premises, the adjoining parking areas, driveways, sidewalks and curbs, and the exterior grounds, or in any way arising from Tenant's use and occupancy thereof, and (b) owner's contingent or protective liability insurance covering any claim not covered under the terms and provisions of the general liability insurance. Such insurance shall be in the amount of \$1 million with an additional \$5 million umbrella.

C. Tenant's Duty to Furnish Pollution Liability Insurance. Tenant, at its expense, shall carry and maintain for the benefit of Landlord pollution liability insurance covering the costs associated with any bodily injury, property damage, cleanup costs resulting from dispersal, release, or escape of pollutants at the

Premises. Such insurance shall be in the amount of \$1 million with an additional \$5 million umbrella.

D. Tenant's Duty to Furnish Rent Loss/Business Interruption Insurance. Rental value or similar insurance against abatement or loss of rent in an amount equal to at least twelve (12) months of Base Rent and Additional Rent.

C. Tenant's Duty to Furnish Other Insurance. Tenant, at its expense, shall carry and maintain, to the extent required by applicable law, ordinance, rule or regulation, worker's compensation and any other insurance required in connection with the conduct and operation of Tenant's business on or about the Premises. Tenant acknowledges and agrees, moreover, that Landlord is not required to carry or maintain any insurance which covers casualty or economic losses or damage to Tenant, its agents, employees, guests or invitees, or any personal property, documents, records, monies or goods belonging to Tenant or to any third parties, and that Tenant shall be solely responsible for obtaining, carrying and maintaining any such insurance which it desires to maintain.

D. Tenant's Obligations Pertaining to Insurance. All insurance which Tenant is required to carry and maintain for the benefit of Landlord hereunder shall be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Maine and which Landlord shall reasonably approve. All such policies shall name Landlord as a named or additional named insured. All such policies shall require the insurer to give Landlord at least thirty (30) days' prior written notice of any cancellation, expiration or modification. No such policy of insurance shall give rise to any right of subrogation by the insurer against Landlord, its agents and employees, or any other fee simple owner of the Premises. Tenant, for itself and for any such insurer who furnishes insurance to Tenant that covers, applies to or affects all or any part the Premises, or any persons or property therein, whether or not Tenant is required to carry and maintain such insurance for the benefit of Landlord hereunder, waives any such right of subrogation which such insurer might otherwise have against Landlord, its agents and employees, or any other fee simple owner of the Premises. Tenant shall furnish Landlord from time to time at Landlord's reasonable request with copies of all insurance policies, or binders therefor, which Tenant is required to maintain hereunder and shall promptly furnish Landlord with copies of all notices issued to Tenant thereunder.

E. Landlord's Right to Furnish Insurance If Tenant Defaults. If Tenant shall fail to obtain any insurance which Tenant is required to carry and

maintain for the benefit of Landlord hereunder or shall permit any such policies to lapse, then Landlord shall have the right to obtain and carry such insurance at Tenant's expense. Tenant shall promptly reimburse Landlord (within fifteen (15) days of Tenant's receipt of an invoice from Landlord) for the reasonable expense of any such insurance obtained by Landlord, and any such unreimbursed costs shall thereafter be deemed Additional Rent under this Lease.

ARTICLE 9. — LIMITATION OF LIABILITY/INDEMNITY

A. Limitation of Landlord's Liability. Landlord assumes no liability or responsibility whatever and shall not be liable to Tenant, its employees, agents, guests or invitees, or any other person for: (a) death, bodily injury or damage to any person or property on or about the Premises, any improvements now or hereafter erected upon the Premises, the adjoining parking areas, driveways, sidewalks and curbs, or the exterior grounds, (b) the conduct and operation of Tenant's business on or about the Premises, (c) any losses or damage to persons or personal property, documents, records, monies or goods of Tenant or any third parties on or about the Premises, (d) any loss or claim arising from any act or omission by Tenant or its employees, agents, guests, or invitees, which is in breach or default by Tenant of any duty or obligation under this Lease or applicable law, or (e) any claim for damages or losses of any kind arising from Tenant's use and occupancy of the Premises, irrespective of the causes or circumstances giving rise to such claim, loss or damage, except to the extent proximately caused by willful misconduct by Landlord or its agents and employees acting as such (hereinafter referred to as the "Limitation of Liability"). This Limitation of Liability shall not apply to the extent of any negligent or willful act of Landlord or Landlord's employees, agents or contractors.

B. Tenant's Duty to Indemnify Landlord. To the fullest extent permitted by applicable law, but excluding any loss to the extent arising from the negligence or willful act of Landlord or Landlord's employees, agents or contractors, Tenant shall defend, indemnify and hold Landlord and its officers, directors, employees, agents, affiliates, successors and assigns, harmless from any and all claims, losses, damages, liabilities and causes of action which are in any way occasioned by Tenant's and any occupant's use of the Premises, Tenant's performance of this Lease, or its failure to perform its obligations under this Lease, including any court costs, reasonable attorney fees and other expenses reasonably incurred by Landlord in consequence thereof. Without limiting the generality of the foregoing, Tenant shall defend, indemnify and hold Landlord and its officers, directors, employees, agents, affiliates, successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, and causes of action arising

from or related to any harm suffered by Tenant, or any employee or agent of Tenant, or by any party while located in the Premises, including any full or part time occupant of the Premises.

C. In every case where Tenant is obligated to indemnify Landlord pursuant to Section B above, Landlord, at its option, shall be entitled to retain legal counsel of its choice to conduct the defense of any indemnified claim, including the management of any litigation with respect to an indemnified claim, all at the expense of Tenant. If Landlord, as a result of any claim or cause of action indemnified pursuant to Section B above, shall (a) pay or become required to pay any sum of money, perform or become required to perform any act, or refrain or become required to refrain from performing any act, or (b) incur any liability, damage, cost or expense in consequence thereof or in defending against such claim or cause of action, including court costs and reasonable attorney fees, then Tenant shall promptly reimburse Landlord for any such sums, liabilities, damages, costs and expenses reasonably incurred by Landlord.

D. Notwithstanding the indemnification provisions set forth in this Article 9 or anywhere else in this Lease, the parties acknowledge that Tenant is a political subdivision of the State of Maine to which the Maine Tort Claims Act applies. Nothing in this Agreement is intended, or shall be construed, to constitute a waiver of any defense, immunity or limitation of liability that may be available to Tenant, its officers, agents and employees, pursuant to the Maine Tort Claims Act or as otherwise provided by law.

ARTICLE 10.—DAMAGE OR DESTRUCTION

A. Partial Damage. If the Premises, or any portion thereof, or any parking areas or ingress/egress areas of the Premises to which Tenant has a right of use pursuant to this Lease, shall be partially damaged or destroyed or rendered partially untenable by fire or other insured casualty during the Term of this Lease, provided that it is not caused by Tenant's action or negligence, this Lease shall remain in full force and effect and Landlord shall replace or repair the same with reasonable diligence and substantially to its condition immediately before such damage or destruction excluding, however, any Tenant Work or other fixturing in the Premises. Landlord shall not be required to expend for such purpose any amount in excess of the net insurance proceeds actually received by Landlord on account of such damage or destruction or casualty.

B. Substantial Damage During Term. If the Premises shall be substantially damaged or destroyed by fire or casualty, the risk of which is covered by the Landlord's insurance, this Lease shall, except as hereinafter provided, remain in full force and effect, and the Landlord shall promptly after such damage and the determination of the net amount of insurance proceeds available to the Landlord, expend so much as may be necessary of such net amount to restore, to its condition immediately before such damage or destruction. In no event will Landlord be responsible to restore or repair any Tenant Work or other fixturing undertaken by Tenant in the Premises. Should the net amount of insurance proceeds available to the Landlord be insufficient to cover the cost of restoring the Premises, in the reasonable estimate of the Landlord, the Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises with all reasonable diligence, or the Landlord may terminate this Lease by giving notice to the Tenant not later than a reasonable time after the Landlord has determined the estimated net amount of insurance proceeds available to the Landlord and the estimated cost of such restoration. In case of substantial damage or destruction, as a result of a risk which is not covered by the Landlord's insurance, Landlord shall have the right to elect to terminate this Lease. The termination shall be effective on the date of casualty by Landlord giving written notice of termination to Tenant within ninety (90) days of Landlord's determination. If the Landlord shall elect to terminate this Lease, as aforesaid, this Lease and the term hereof shall cease and come to an end as of the date of said damage or destruction.

C. Damage during last 2 years of Term. If 75% or more of the Premises is destroyed or rendered untenable by fire or other casualty during the last two (2) years of the Extension Period (based upon the replacement cost compared with the market value of the improvements immediately prior to the fire or other casualty as shown by the certificate of Landlord's architect), Landlord shall have the right to terminate this Lease. The termination shall be effective on the date of casualty by Landlord giving written notice of termination to Tenant within ninety (90) days after the casualty. If the Landlord shall elect to terminate this Lease, as aforesaid, this Lease and the Term hereof shall cease and come to an end as of the date of said damage or destruction.

D. Tenant Obligations. Unless this Lease is terminated as provided above in Sections A., B. or C. of this Article 10, if the Premises shall be damaged or destroyed by fire or other casualty, the Tenant shall repair and replace its merchandise, signs, goods, trade fixtures, furnishings, equipment, furniture and other personal property to a condition at least equal to its condition prior to its

damage or destruction and, if Tenant has closed, Tenant shall promptly reopen for business. Except as expressly provided to the contrary, this Lease shall not terminate nor shall there be an abatement of Base Rent or Additional Rent as the result of a fire or other casualty.

E. The terms “substantially damaged” and “substantial damage”, as used herein, shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the Premises restored within one hundred eighty (180) days from the time that such repair or restoration work would be commenced.

F. Landlord shall not be responsible for any delay which may result from any cause beyond the Landlord’s reasonable control.

ARTICLE 11. -- CONDEMNATION

A. Condemnation and Award Defined. For the purposes of this Section:

1. The term "Condemnation" shall be defined as any taking of all or part of the Premises in condemnation proceedings, by right of eminent domain, or by settlement and conveyance in lieu thereof during the Initial Term or any Renewal Term of this Lease; and

2. The term "Award" shall be defined as the gross proceeds of any award for rent, buildings, improvements and damages in consequence of any such Condemnation, less all expenses, including reasonable attorney fees, incurred by Landlord in procuring and collecting the same.

B. Total Condemnation. If all or substantially all of the Premises shall be taken by Condemnation, then this Lease shall terminate as of the vesting of title in or the taking of possession by the condemning authority, whichever shall first occur. Upon such termination, the Base Rent, Additional Rent, and other sums payable by Tenant under this Lease shall be apportioned to the date of such Condemnation, and Landlord and Tenant shall thereafter be released from any further obligation under this Lease. Any Award shall be the sole property of Landlord, and Tenant hereby assigns to Landlord all of Tenant’s interest, if any, in and to any such Award.

C. Partial Condemnation. If a material portion, but less than substantially all of the Premises, shall be taken by Condemnation, then Tenant may, at its option, elect to terminate this Lease, and upon such termination pursuant to this Section C, Tenant shall be relieved of all obligations to Landlord hereunder,

other than payment of Base Rent, Additional Rent and other charges due under this Lease and accrued through the date of such termination. If following the occurrence of such Condemnation, Tenant elects not to terminate this Lease, any Award shall be held by Landlord and applied toward the cost of demolition, repair and partial restoration of the remaining portion of the Premises, as Landlord may deem economically feasible. Upon completion thereof, the balance of such Award, if any, shall be the sole property of Landlord, and Tenant hereby assigns to Landlord all of Tenant's interest, if any, in and to any such Award. Subject to Tenant's right to terminate, this Lease shall continue in full force and effect as to the portion of the Premises not taken on condemnation, but the Base Rent then payable hereunder shall be equitably apportioned and reduced from and after the date of such Condemnation.

D. Tenant's Duty to Cooperate with Landlord. At Landlord's request, Tenant shall execute any and all documents and take such other actions that may be reasonably required in order to facilitate the collection by Landlord of any Award.

E. Separate Claim by Tenant. The provisions of this Section shall not prevent Tenant from making a claim in any such Condemnation for the value of any items of Tenant's personal property (including its recycling and waste-processing equipment) which are compensable in law as trade fixtures or for moving expenses, provided that such claim is authorized by applicable law and will not in any way diminish the Award to which Landlord would otherwise be entitled if no such claim were made by Tenant.

ARTICLE 12. — COVENANT AGAINST WASTE

Tenant shall not do or permit any waste, damage, disfigurement or injury to the Premises.

ARTICLE 13. — LANDLORD RIGHT TO CURE DEFAULTS

In addition to any other right or remedy provided herein, if Tenant shall fail to duly perform or observe any covenant, term, provision, condition or limitation of this Lease and (a) such default shall not have been cured within thirty (30) days after written notice to Tenant, or if such default reasonably cannot be cured within thirty (30) days, if Tenant has not diligently proceeded to cure such default within said period, or (b) without notice, if any emergency exists, then Landlord may do whatever is reasonably necessary to cure such default at Tenant's expense. Tenant shall immediately reimburse Landlord for any costs reasonably incurred by

Landlord in curing such default, including reasonable attorney fees, and any such unreimbursed costs shall thereafter be deemed Additional Rent under this Lease. The foregoing provision shall not be construed as a limitation of any duty, obligation or liability of Tenant under this Lease or applicable law.

ARTICLE 14. — ASSIGNMENT AND SUBLETTING

Upon the prior written consent of Landlord, which consent shall not be unreasonably withheld, Tenant may assign this Lease or sublease the whole or any part of the Premises. Notwithstanding assignment or subletting, Tenant, and any guarantor of this Lease, shall nevertheless remain liable for the performance of all the terms, covenants, and conditions of this Lease. Any assignment of this Lease, or sublease of the whole or any part of the Premises, shall be in writing and shall be expressly subject to and subordinate to Landlord’s rights under this Lease. Tenant shall deliver to Landlord for Landlord’s consideration, documentation regarding any proposed assignment or sublease not fewer than thirty (30) days prior to its execution.

ARTICLE 15. -- SUBORDINATION

This Lease shall be subject to and subordinate to the liens of any mortgages now or hereafter placed upon or affecting the Premises, including any renewals, extensions, modifications, replacements or consolidations thereof, and Tenant shall attorn to any holder of such lien or mortgage. Upon Landlord’s request, Tenant shall execute and deliver to Landlord or its mortgagees any documents necessary to evidence or confirm such subordination, subject to execution in favor of Tenant of a Non-Disturbance Agreement, all such documents to be in usual and customary form.

ARTICLE 16. — SURRENDER/HOLDING OVER

A. Tenant’s Duty to Surrender Possession. On or before the earlier of termination of the Term of this Lease, or upon any re-entry upon the Premises by Landlord pursuant to Article 17, Section B below, or upon occurrence of an event of default not cured within any applicable grace period, and if demanded in writing by Landlord, Tenant shall surrender and deliver up to Landlord full possession of the Premises. Upon or prior to such delivery of full possession of the Premises, Tenant shall cause the Premises to be in good order, condition and repair, in as good or better condition than its condition at the Commencement Date, reasonable wear and tear and casualty loss entitling Tenant to terminate this Lease as provided in Article

10 excepted, and free and clear of all occupancies, liens and encumbrances other than those, if any, created by Landlord. At or before the Termination Date of this Lease, or upon any re-entry upon the Premises by Landlord pursuant to Article 17, Section B below, or upon occurrence of an event of default not cured within any applicable grace period, and if demanded in writing by Landlord, Tenant, shall, at its expense, remove all furniture, trade fixtures, furnishings, business equipment and other personal property (including the recycling and waste-processing equipment) belonging to Tenant, its employees, agents, guests and invitees and not constituting a part of the Premises; provided, however, that such property can be removed without injuring or impairing the Premises, or its function, and without necessitating any alterations, changes, replacements, additions, improvements or repairs thereto other than minor patching. In the event that the Tenant has reduced the square footage of the Building below +/-55,500 rentable square feet as a result of removing portions of the mezzanine or office space, Landlord may require Tenant to restore those portions of the mezzanine and office space removed by Tenant to ensure the Building encompasses the same square footage as of the date of this Lease. In the event that any such property cannot be removed without injuring or impairing the Premises or its function and without alteration or changes to the Premises, then Landlord may, at its option, require Tenant to make such alterations or changes at its sole expense, or Landlord may on its own make such alterations or changes at the expense of Tenant, which shall reimburse Landlord upon demand. At or before the Termination Date of this Lease, or upon any re-entry upon the Premises by Landlord pursuant to Article 17, Section B below, or upon occurrence of an event of default not cured within any applicable grace period, and if demanded in writing by Landlord, Tenant, at its expense, shall further restore the Premises and remove any alterations, changes, installations, replacements, additions to and improvements upon the Premises which Landlord has elected to require Tenant to remove.

B. Tenant's Liability for Costs and Damages. Tenant shall be liable to Landlord and shall promptly reimburse Landlord for the reasonable cost of any and all damages to the Premises occasioned by Tenant's failure to perform its obligations under this Lease, and any such costs and damages shall thereafter be deemed Additional Rent under this Lease. Without limiting the foregoing remedy, any furniture, trade fixtures, furnishings, business equipment and other personal property belonging to Tenant or its employees, agents, guests and invitees which shall remain upon the Premises after the termination date of this Lease may, at Landlord's option, be deemed abandoned, and may be retained or disposed of by Landlord without accountability or compensation to Tenant or any other person.

C. Duty and Liability of Tenant Holding Over. In the event that Tenant shall continue in occupancy of the Premises after the expiration of the term hereof, such occupancy shall not be deemed to extend or renew the term of this Lease, but such occupancy shall continue as a tenancy at will from month to month upon the covenants, provisions and conditions herein contained at the 175% of the Base Rent in effect during the last lease month of the Term and Tenant shall remain liable for payment of Additional Rent. This section shall not be construed as giving Tenant any right to hold over after the expiration of the term hereof except as is otherwise expressly provided in this Lease.

D. Notwithstanding anything to the contrary in this Lease, should Tenant vacate the Property prior to the termination of this Lease for any reason, Landlord shall be free to access the Property to make improvements or for any other reason in its sole discretion.

ARTICLE 17. — DEFAULT/LANDLORD REMEDIES

A. Events of Default. Without limitation, any of the following events shall constitute a default by Tenant under this Lease:

(1) Tenant shall file a petition in bankruptcy or insolvency or for reorganization or arrangement or for the appointment of a receiver of all or part of Tenant's property, or any involuntary petition of the same or similar nature shall be filed against Tenant and such petition shall not be vacated, withdrawn or discharged within sixty (60) days after the date of filing thereof;

(2) Tenant shall be adjudicated insolvent or bankrupt by any court, or shall make an assignment for the benefit of creditors;

(3) A permanent receiver or trustee shall be appointed for the property of Tenant by any court by reason of the insolvency of Tenant or other cause, and, if such appointment is without Tenant's consent, such appointment shall not be vacated, withdrawn, or dismissed within sixty (60) days after the date of such appointment;

(4) A levy or sale in execution shall be made upon any property of Tenant and such levy or sale in execution shall not be vacated, withdrawn or dismissed within sixty (60) days after the date thereof;

(5) Tenant shall fail to pay when due any installment of Base Rent and such nonpayment shall continue for a period of ten (10) days after the due

date thereof, or Tenant shall fail to pay when due any Additional Rent or any other sums due from Tenant under this Lease, and such nonpayment shall continue for a period of ten (10) days after notice to Tenant;

(6) Tenant shall fail to duly perform or observe any covenant, term, provision, condition or limitation of this Lease, and such default shall not have been cured within fifteen (15) days after written notice to Tenant or, if such default reasonably cannot be cured within fifteen (15) days, if Tenant has not diligently proceeded to cure such default within said period;

(7) Intentionally deleted.

(8) Tenant shall abandon the Premises.

B. Landlord's Rights and Remedies in Event of Default. Subject to the cure periods set forth in this Lease, in the event of any default hereunder:

(1) Landlord shall have the right to terminate this Lease upon five (5) days written notice to Tenant. Upon such termination, Tenant shall immediately quit and surrender and deliver up to Landlord full possession of the Premises, in accordance with the provisions of Article 16, Section A above; provided, however, that such termination shall not affect any duty, obligation or liability of Tenant or any guarantor of this Lease to Landlord under any other covenant, term, provision, condition or limitation of this Lease or any guaranty; and

(2) Landlord, with or without terminating this Lease, may commence any summary proceeding or other suitable action or proceeding to terminate this Lease, recover possession of the Premises, obtain a lien of distress upon Tenant's property, reduce to judgment any unpaid Base Rent, Additional Rent, other sums due from Tenant hereunder, and damages, or may otherwise enforce any covenant, term, provision, condition, or limitation of this Lease or any provision of any applicable law or pursue any remedy under this Lease or applicable law. Tenant shall be liable to Landlord and shall immediately reimburse Landlord for all expenses reasonably incurred in commencing and prosecuting any such proceeding or action, including court costs and reasonable attorney fees, and any such unreimbursed costs shall thereafter be deemed Additional Rent under this Lease.

(3) Landlord may re-enter and resume possession of the Premises and remove all persons and property therefrom either by summary proceeding, by other suitable action or proceeding, or without process, and shall not be liable to Tenant or any other person for any damage caused thereby;

(4) Landlord may accelerate all Base Rent and Additional Rent payable by Tenant over the remainder of the Term and require Tenant to immediately pay the same to Landlord; and

(5) Landlord acknowledges it has a legal duty to mitigate its damages to the extent set forth in 14 M.R.S. Section 6010-A in the event of a default by Tenant under this Lease. Landlord may relet all or any part of the Premises for a period equal to, greater or less than the unexpired balance of the Term of this Lease, at such rental and upon such terms and conditions as Landlord shall deem reasonable, to any tenant it may deem suitable, and for any use and purpose it may deem appropriate. Subject to the foregoing duty to mitigate, Landlord shall not be liable in any way for any failure to relet the Premises or, in the event of such reletting, for any inadequacy of or failure to collect the rent due thereunder, and any sums received by Landlord, including amounts in excess of the Base Rent reserved hereunder, shall belong solely to Landlord.

C. Damages. If this Lease shall terminate pursuant to the foregoing provisions of this Section, by operation of law, or by summary or other action or proceeding, or if Tenant shall fail to surrender and deliver up to Landlord full possession of the Premises or any part thereof on the Termination Date of this Lease, Landlord shall be entitled to recover from Tenant as damages:

(1) All costs and expenses reasonably incurred by Landlord in: (a) recovering possession of the Premises and removing all property and persons therefrom, (b) performing any repair or restoration work required of Tenant under this Lease, including repairs to any damage occasioned by Tenant's failure to perform such work, and (c) placing the Premises in the same condition in which Tenant is required hereunder to surrender the same to Landlord;

(2) All unpaid Base Rent, Additional Rent, and all other sums due from Tenant under this Lease, including Base Rent and Additional Rent otherwise payable over the remainder of the Term of the Lease; and

(3) All other expenses reasonably incurred by Landlord in enforcing any covenant, term, provision, condition or limitation of this Lease or any provision of any applicable law or in pursuing any remedy under this Lease or applicable law, including court costs and reasonable attorney fees.

ARTICLE 18. – CUMULATIVE REMEDIES; MODIFICATIONS; WAIVERS; JURISDICTION; JURY TRIAL.

A. Cumulative Rights and Remedies. The specific rights and remedies to which Landlord and Tenant may resort under this Lease are cumulative and are not intended to be exclusive of any other rights or remedies to which either may be lawfully entitled under this Lease or under any applicable law in the event of any breach or threatened breach by the other of any term, covenant, condition, provision or limitation of this Lease.

B. Modifications to Lease. All modifications and amendments to this Lease shall be in writing, and no course of dealing or conduct between the parties shall be effective to amend, modify, waive, release or change any provision of this Lease.

C. No Implied Waivers. No acquiescence to a default by either Landlord or Tenant shall operate as a waiver of such default unless such waiver shall have been given in writing, nor shall Landlord's acceptance from Tenant of rent or any other sum of money payable hereunder operate as a waiver of any default or of any other provision of this Lease. No waiver of any default hereunder shall be deemed a waiver of this Lease or of any subsequent or different default hereunder.

D. Jurisdiction and Venue. Tenant hereby irrevocably agrees to submit to the personal jurisdiction and venue of the Cumberland County, Maine, Superior Court. over any suit, action or proceeding arising out of or pertaining to this Lease, the Premises, or the landlord-tenant relationship between the parties and, to the fullest extent permitted by applicable law, Tenant hereby irrevocably waives any objection which Tenant may now or hereafter have to such jurisdiction and venue.

E. Waiver of Jury Trial. Landlord and Tenant expressly waive trial by jury in any action or proceeding brought by either party against the other in any way arising out of this Lease, the Premises, or the landlord-tenant relationship between the parties.

ARTICLE 19. — ESTOPPEL CERTIFICATES

Within a reasonable period of time after Landlord's request, Tenant shall execute and deliver to Landlord or any mortgagee, prospective mortgagee, purchaser or prospective purchaser, a written statement certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that

this Lease is in full force and effect as modified and stating the modifications), (b) the dates to which the Base Rent, Additional Rent and other sums due from Tenant under this Lease have been paid in advance, if any, and (c) whether or not, to Tenant's best knowledge, information and belief, Landlord is in default of any covenant, term, provision, condition or limitation of this Lease, and, if so, specifying each such default, it being intended by the parties that any such statement delivered hereunder may be relied upon by any third party.

ARTICLE 20. — LANDLORD’S RIGHT TO INSPECT PREMISES

Upon reasonable notice to Tenant, and provide Landlord does not unreasonably interfere with Tenant’s operations, Landlord and his agents and employees shall have the right to enter upon the Premises (provided, that Landlord’s entry into the building located at the Premises shall be subject to the accompaniment of a representative of Tenant, except in the case of an emergency) at all reasonable times for the purpose of inspecting the same, making any repairs thereto and performing any work therein in accordance with Landlord’s obligations, exhibiting the Premises to prospective purchasers or mortgage lenders, and, within one (1) year before the expiration of the Initial Term or the Renewal Term, exhibiting the Premises to prospective tenants.

ARTICLE 21. -- ATTORNMENT

In the event that any person shall succeed to all or any part of Landlord's interest in the Premises, whether by purchase or otherwise, Tenant shall, upon request, attorn to such successor-in-interest and shall pay to such successor-in-interest all Base Rent, Additional Rent and other sums due from Tenant under this Lease, and keep and perform all the covenants, terms, provisions, conditions, and limitations of this Lease.

ARTICLE 22. — QUIET ENJOYMENT

Subject to all the covenants, terms, provisions, conditions and limitations of this Lease, Tenant shall and may peaceably and quietly have, hold, occupy, possess and enjoy the Premises during and throughout the Term of this Lease.

ARTICLE 23. — RIGHT OF FIRST REFUSAL

Provided that the Lease has not been terminated and the Tenant is not in Default under the terms of the Lease, Landlord grants to Tenant an exclusive right

of first refusal ("ROFR") to purchase the Leased Premises on the terms and conditions set forth below, which shall be in effect during the term of the Lease and any extensions thereof:

(a) The terms and conditions of the ROFR shall be triggered by Landlord's receipt of a bona fide third-party written offer to purchase the Leased Premises for which Landlord has accepted or intends to accept (the "Offer").

(b) Landlord shall give Tenant written notice of the receipt of the Offer, and the intended purchase price, together with a partially redacted copy of the Offer (which redactions may include the name and signature of the purchaser, and any confidential or proprietary terms, except that the purchase price may not be redacted) (the "Notice Date").

(c) Within Thirty-five (35) days' of the Notice Date, Tenant may exercise its ROFR to purchase the Leased Premises for the same purchase price as presented in the Offer, by giving Landlord written notice of its election to do so, together with an amount of earnest money equal to ten percent (10%) of the purchase price.

(d) If Tenant fails to exercise its ROFR as provided hereunder, or fails to close on the purchase of the Leased Premises following its exercise of its ROFR (except as a result of the failure or refusal of Landlord to sell the Leased Premises to Tenant upon the terms and conditions of the Offer), then (i) the ROFR shall expire, (ii) Tenant shall not have any right to purchase the Leased Premises by reason hereof, and (iii) Landlord may offer the same for sale to the person making the offer or to third parties subject to the terms of the Lease.

(e) Nothing contained in the ROFR shall prohibit the Landlord from selling, conveying, assigning, or transferring its title to the Leased Premises, or any interest in the Leased Premises, provided that the Landlord has complied with the terms and conditions of the Lease.

Tenant may not assign this right nor act as an agent to any third party.

ARTICLE 24. — ADDITIONAL PROVISIONS

A. Notices. All notices required or permitted to be given under this Lease shall be in writing and shall be sufficient in all respects if hand delivered or sent by certified mail, return receipt requested, or by electronic mail, to the respective addresses of the parties as follows:

(1) Landlord:

STURBRIDGE REAL ESTATE CORPORATION
c/o Carlisle Capital Corporation
Attention: William Binnie
126 Daniel Street, Suite 200
Portsmouth, NH 03801
bill@carlislecapital.com

with a copy, which shall not constitute notice, to:
MARCUS CLEGG
Attention: John H. Doyle
16 Middle Street, Suite 501
Portland, ME 04101
jhd@marcusclegg.com

(2) Tenant:

ecomaine
64 Blueberry Rd.
Portland, Maine 04103
Roche@ecomaine.com

with a copy, which shall not constitute notice, to:
Jensen Baird
Attention: Nicholas J. Morrill
Mark A. Bower
Ten Free Street, 4th Floor
Portland, ME 04101
nmorrill@jensenbaird.com
mbower@jensenbaird.com

Either party may hereafter change its address for the purposes of any notice herein by giving the other party notice thereof in the same manner.

B. Governing Law. This Lease shall be construed and the legal relations between the parties shall be determined and enforceable in accordance with the laws of the State of Maine.

C. Number and Gender. Words used in this Lease, regardless of the number or gender specifically used, shall be deemed and construed to include such other number or gender as the context requires.

D. Section Headings. The section headings in this Lease are inserted as a matter of convenience only and in no way define, limit or otherwise affect this Lease or any part hereof.

E. Entire Agreement; Memorandum of Lease. This Lease contains the complete and final expression of the agreement between the parties, is intended as the entire understanding between them and supersedes all prior negotiations, discussions, warranties, representations, promises and agreements, either written or oral, that have been made in connection with the subject matter hereof. Landlord agrees to execute a Memorandum of Lease for recording at the Cumberland County Registry of Deeds.

F. Binding Effect. This Lease shall be binding upon, inure to the benefit of, and be enforceable by or against the parties hereto and their respective heirs, personal representatives, legal representatives, successors, assigns, and transferees.

G. Construction of Agreement. In the event of any ambiguity in any provision of this Lease, such ambiguity shall not be resolved by construing or interpreting such provision against the party who drafted it or caused it to be drafted solely because of such fact.

H. Representation by Counsel. Each party hereto acknowledges and represents to the other party that such party: (a) has been represented, or has had the opportunity to be represented, by counsel of its own choosing in connection with the negotiation, preparation and execution and delivery of this Lease, (b) has fully investigated, either personally or through its counsel, accountants and other advisors, the facts and circumstances pertinent to the execution and delivery of this Lease, and (c) is fully satisfied with the terms and conditions of this Lease and all other instruments and other documents to be executed and delivered in connection with the transactions contemplated herein.

I. Brokers. Greg Hastings from The Dunham Group, of Portland, Maine (the "Broker"), is the sole broker involved in the leasing of the Premises. The commission payable to the Broker in accordance to a separate listing agreement.

This amount shall be paid by the Landlord promptly to The Dunham Group following execution of this Lease and the delivery by Tenant of the Security Deposit.

J. Memorandum. This Lease shall not be recorded, but either party at the request of the other shall execute a memorandum of this Lease for recording purposes reflecting the Premises and the Term of this Lease.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease, thereby intending to be legally bound thereunder, on the day and year first above written.

WITNESS:

LANDLORD:

**STURBRIDGE REAL ESTATE
CORPORATION**

By: _____

Print Name:

Its:

WITNESS:

TENANT:

ecomaine

By: _____

Print Name: Kevin Roche

Its: General Manager

EXHIBIT A

Description of the Premises

Beginning at a point on the southeasterly sideline of said "access road" or "Blueberry Road", said point of beginning being distant northeasterly 894.59 feet along the said southeasterly sideline of Blueberry Road from its intersection with the northeasterly sideline of Congress Street; thence northeasterly on a curve to the right having a radius of 271.56 feet, a distance of 87.12 feet to a point; thence north $31^{\circ}23'22''$ east on a line tangent to the last described curve, a distance of 136.69 feet to a point; thence northerly on a curve to the left having a radius of 200.00 feet, a distance of 155.33 feet to a point and an intersection with the most southerly sideline of the land conveyed to the City of Portland by Harry A. Harmon and George M. Hutchins by deed dated July 20, 1967 and recorded in the Cumberland County Registry of Deeds in Book 3004, Page 504; thence north $76^{\circ}59'34''$ west, a distance of 46.75 feet to a point; thence south $13^{\circ}00'26''$ west and making an included angle of $90^{\circ}00'00''$ through the south with the southeasterly direction of the last described course, a distance of 365 feet, more or less, to the point of beginning.