FIRST AMENDED AND RESTATED
MASTER WASTE SUPPLY AGREEMENT

This First Amended and Restated Master Waste Supply Agreement (the "Agreement") is made and entered into as of August 17, 2017 by and between the Municipal Review Committee, Inc., a Maine nonprofit corporation with offices at 395 State Street, Ellsworth, Maine 04605 (the "***MRC***"); Fiberight LLC ("***Fiberight***"), a Delaware limited liability company with offices at 1450 South Rolling Road, Baltimore, Maryland 21227; and Coastal Resources of Maine LLC ("***Coastal Resources***" and, together with its successors and assigns, the "***Company***").

WHEREAS, the MRC is an association organized as a Maine nonprofit corporation with a membership as of the date of this Agreement comprising 187 Maine municipalities and public or quasi-public entities representing Maine municipalities; and

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

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

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

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

WHEREAS, the MRC and Fiberight have entered into a development agreement dated as of February 4, 2015, which has subsequently been assigned to the Company (the "***Development Agreement***"), pursuant to which (i) Fiberight proposes to develop, construct, maintain and operate a waste processing facility (the "***Facility***"); (ii) the MRC proposes to arrange for the supply, principally from its membership, of 102,513 tons per year of MSW to the Facility; and (iii) Fiberight and the MRC have agreed on the basic business terms for the development of the Facility; and

WHEREAS, the MRC has acquired an option (the "***Site Option***") to purchase property located off Cold Brook Road in Hampden, Maine for use as a site for the Project (the "***Project Site***"), which would be appropriate for the development of the Facility.

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

negotiated a long-term lease (the "***Site Lease***") of the Project Site for use by Fiberight or its assignees to develop, construct, maintain and operate the Facility to be executed and delivered as contemplated by the Development Agreement; and

WHEREAS, Fiberight and the MRC have entered into a master waste supply agreement dated as of January 1, 2016 (the "***Master Waste Supply Agreement***") in order to establish a common set of terms and conditions pursuant to which Charter Municipalities, and other interested Maine municipalities and public and quasi-public entities (collectively, the "***Joining Members***"), can make long-term commitments for delivery of MSW to the Facility, which commitments would be established through execution of Joinder Agreements between the MRC and each such municipality or other entity; and

WHEREAS Coastal Resources has been formed by Fiberight as a single purpose entity in order to facilitate project financing; and

WHEREAS, as contemplated by Article 8 of the Master Waste Supply Agreement, pursuant to an Assignment and Assumption Agreement of even date herewith, Fiberight has assigned to Coastal Resources its rights under the Master Waste Supply Agreement and the Development Agreement, and Coastal Resources has agreed to assume certain obligations of Fiberight thereunder; and

WHEREAS, the MRC, Fiberight and Coastal Resources wish to restate the Master Waste Supply Agreement to reflect the assignment from Fiberight to Coastal Resources and to amend the Master Waste Supply Agreement in certain other respects;

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

1. TERM OF THE AGREEMENT

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

1.2 Right to Terminate. Notwithstanding receipt of a notice from Company exercising a right to an Extension Term, the MRC shall have the right at the end of the Initial Term or any applicable Extension Term, to terminate this Agreement by written notice to the

Company, which notice shall be given not later than nine (9) months prior to the expiration of the then current Term. Such notice of termination shall not be valid unless the MRC has simultaneously provided to the Company a valid notice to terminate the Site Lease. Unless the parties otherwise agree in writing, this Agreement shall terminate automatically in the event that the Company exercises its right to terminate the Site Lease early as provided in Section 3.3 of the Site Lease.

1.3 Cooperation to Extend Term. At any time after the tenth anniversary of the Commercial Operation Date, the Company may provide notice to the MRC of its intent to seek to extend the term of this Agreement beyond its then current Term which notice shall be accompanied by projections of Tip Fees and Rebates through the term of the proposed extension and materials to support the basis for the projections. Upon receipt of such notice, the MRC shall (a) conduct an evaluation in good faith, and cooperate with the Company to refine, the proposal and determine whether the terms of the extension would be in the reasonable best interests of the Joining Members; and (b) unless such evaluation shows that extension would not be in the reasonable best interests of the Joining Members, use reasonable commercial efforts to obtain appropriate extensions of Joinder Agreements, consents or other documentation from Joining Members in order to facilitate such an extension and any related refinancing. The Company shall cooperate fully in good faith with the MRC in its conduct of such evaluation. If the Company determines in its sole discretion that the volume of MSW represented by such extended Joinder Agreements, combined with other sources of revenue for the Facility, are sufficient to render the Facility viable for such extended term, and if the MRC first determines that the terms of the proposed extension would be in the reasonable best interests of the Joining Members, then, notwithstanding anything to the contrary contained in this Agreement and in the Site Lease, this Agreement and the Site Lease shall be extended for the term of the Extension Term proposed by the Company.

2. DEFINITIONS

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

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

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

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

"Business Day" shall mean any week day that is not a recognized federal holiday.

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

"Change in Law" shall mean any of the following: (a) the adoption, modification, promulgation or binding interpretation after the Effective Date, inconsistent with and more stringent than what was in effect as of the date of the Financial Close, of any federal, state or local statute, regulation or ordinance relating to the Facility or the Project Site; (b) the

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

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

"Coastal Construction and Process Benchmark Schedule" shall mean a benchmark schedule and timeline developed by the Company and provided to the Maine Department of Environmental Protection on June 30, 2017, setting forth tasks and milestone dates and certain performance standards related to diversion levels, all in connection with construction of the Facility, as it may be amended from time to time.

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

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

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

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

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

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

"**Crossroads Landfill**" means the Landfill in Norridgewock, Maine operated by Waste Management.

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

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

"**Delivery Commitment**" shall mean, for each Contract Year, an initial aggregate amount of not less than 102,513 tons of MSW, or such other minimum delivery requirement as may be established as provided herein, delivered to the Facility from the Joining Members as a group. The Delivery Commitment shall be proportionately reduced for any Contract Year of less than twelve months.

"**Development Agreement**" shall have the meaning set forth in the recitals hereto.

"**Disposal Cost Differential**" shall have the meaning ascribed to it in Section 4.8 of this Agreement.

"**Effective Date**" shall mean January 1, 2016.

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

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

"**Excused Delay Period**" shall mean the period of delay, if any, in achieving the Commercial Operation Date beyond 12 months after Financial Close or November 18, 2018, whichever occurs first, attributable to delays not under the control of the Company or Fiberight, including but not limited to, delays in the Infrastructure Completion Date, or delays in the supply of Acceptable Waste for the Initial Performance Test, but excluding performance of subcontractors and equipment suppliers not deemed due to Force Majeure.

"**Existing PERC Agreements**" shall have the meaning set forth in the recitals hereto.

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

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

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

"**Fiberight**" shall have the meaning set forth in the recitals to this Agreement.

"**Final Performance Test**" shall mean a test to be conducted in accordance with agreed protocols verifying the capability of the Facility to produce commercially saleable

byproducts, or product precursors thereof, as appropriate, on a continuous and sustainable basis, with acceptable content of metals, plastics, COD and unconverted sugars in residual solid or liquid form, as applicable, within stated parameters, all as specified in detail in Section 7.4 of the Site Lease.

"Financial Close" shall mean the closing of debt and equity financing for the Company that provides to the Company construction financing sufficient to finance construction of the Facility.

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

Acts, events or conditions of Force Majeure shall include, without limitation; (i) acts of God, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, high-water washouts, and extraordinary storms (but excluding reasonably foreseeable weather conditions); (ii) a strike, work slowdown or similar industrial or labor action not exclusive to the Facility (iii) acts of the public enemy, wars, blockades, insurrections, riots, arrests and restraints by governments, civil disturbances, sabotage, and acts of terrorism or similar occurrences; (iv) catastrophic events such as explosions, breakage or accident to machinery or lines of pipe caused by the foregoing; (v) condemnation or taking by eminent domain of the Property or the Facility, in whole or in part, (vi) a Change in Law, (vii) and an event involving delivery of Unacceptable Waste to the Facility resulting in an estimated cost for handling, removal, and remediation of more than one million dollars ($1,000,000) in excess of amounts recoverable either from insurance proceeds or from a party identified as the source of the waste. Force Majeure shall not include changes in market conditions for the supplies to or products of the Facility, and shall not include changes in the cost of the supplies, materials or labor needed to construct or operate the Facility, or that reduce the profitability of the Facility, unless specifically attributable to a specific Force Majeure event that affects the non-performing party as enumerated above.

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

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

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

continuous basis.

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

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

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

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

"Initial Performance Test" shall mean a test to be conducted in accordance with agreed protocols verifying (i) the installation of a functioning materials recovery facility (MRF) that provides the capability for the Facility to accept and process a minimum of 45 tons of Acceptable Waste per hour over a reasonable period of time to be agreed upon by the Company and the MRC while operating in substantial compliance with all Facility Permits and without creating nuisance conditions, and without extraordinary outside support or staffing in excess of expected levels of staffing for the Facility; and (ii) that scales, scale house and scale software are functioning adequately; and (iii) that the movement of residuals from the Facility to the Back-up Facility is in place and functioning, all as specified in detail in Section 7.4 of the Site Lease.

"Initial Term" shall have the meaning ascribed to it in Section 1.1 of this Agreement.

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

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

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

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

"Lender" shall mean any person or entity, or syndicate of persons or entities, identified by the Company as providing debt financing for the Facility or any trustee, agent or representing acting for the benefit of or on behalf of such persons; provided that, in the case of a syndicate or similar grouping of lenders, the members of the syndicate or group shall act through a single designated representative and not individually.

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

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

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

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

"Party" shall mean a party to this Agreement and

"Parties" shall mean two or more parties to this Agreement.

"PERC Partnership" shall have the meaning ascribed to it in the Recitals.

"PERC Plant" shall have the meaning ascribed to it in the Recitals.

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

"Project" shall mean the design, development, construction and operation of the Facility on the Project Site.

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

"Rebates" shall mean the payments to be made by the Company to the MRC for the benefit of the Joining Members described in **Exhibit F.**

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

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

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

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

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

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

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

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

"Waste Management" shall mean Waste Management Disposal Services of Maine, Inc., a Maine corporation with a place of business at Norridgewock, Maine.

3. WASTE DELIVERY

3.1 Delivery Commitments in Advance of Construction. The MRC shall secure from Joining Members commitments to deliver to the Facility, in the aggregate, tons of MSW sufficient to satisfy the Delivery Commitment for each Contract Year, each such commitment to be evidenced by a Joinder Agreement substantially in the form of **Exhibit C** with the final form to be approved by the MRC and the appropriate legislative body of the Joining Member.

Each such Joinder Agreement shall include:

(i) an acknowledgement that the Joining Member shall be bound by the obligations imposed on it under this Agreement including, without limitation, those obligations specified in Sections 4.2, 4.3, 4.6, 5.1, 5.2, 5.4 and 5.5.

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

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

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

(v) a covenant that, after the effective date of the Joinder Agreement, the Joining Member will not, without the prior consent of the Company, initiate new programs, or significantly and materially expand existing programs, to divert organic components from MSW generated within its borders that otherwise would have been delivered to the Facility, provided that this covenant will not be construed to limit the right of any Joining Member to continue to operate existing programs substantially as operated as of the Effective Date or to institute "pay as you throw" or similar waste reduction programs in its discretion so long as all MSW generated within its borders and under its control continues to be delivered to the Facility, and further provided that Joining Members may, without the prior consent of the Company or Fiberight ,

sponsor programs for diversion of edible food waste to food pantries or other distribution points, use food scraps as soil nutrients in community projects, and promote back-yard composting of food scraps by residents. Such programs shall not change the Joining Members' obligations to deliver MSW to the Facility or to pay amounts specified in this Agreement;

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

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

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

3.2 Procurement of Delivery Commitments. The MRC has obtained Joinder Agreements from municipalities and other municipal entities representing an aggregate commitment to deliver not less than the Delivery Commitment, commencing on the Commercial Operation Date and continuing each year thereafter. The MRC agrees to continue to encourage Maine municipalities and municipal entities to become Joining Members by executing Joinder Agreements until April 1, 2018 or such later date as the MRC and the Company may mutually agree upon in writing or, if sooner, until such date as the Company provides notice to the MRC either that it has been unsuccessful in securing financing sufficient to develop the Project and has abandoned efforts to do so, or alternatively, that the MRC has secured the maximum quantity of Acceptable Waste that the Company projects it will be able to accept at the Facility once it becomes operational.

3.3 Commitment to Development of Project. The Parties acknowledge that the Delivery Commitment is sufficient to allow financing and development of the Facility to proceed and to allow commercial operation of the Facility upon completion.

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

i) the MRC will not be required to divert or otherwise interfere with deliveries of MSW from Charter Municipalities to the PERC Plant under the Existing PERC Agreements for as long

as such agreements remain in effect (but not after March 31, 2018) and the PERC Plant is accepting such deliveries; and

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

3.5 Delivery Commitments After the Commercial Operation Date.

(i) Commencing on the Commercial Operation Date and continuing for so long as this Agreement remains in effect, the MRC will cause the Joining Members to deliver MSW to the Facility in a minimum aggregate amount of not less than the Delivery Commitment. The MRC and the Company agree to cooperate in monitoring deliveries of MSW to the Facility by Joining Members and otherwise enforcing compliance with the Joinder Agreements.

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

3.6 Additional MSW. To the extent that deliveries of MSW from Joining Members pursuant to this Agreement are insufficient to permit the Facility to operate at full capacity, the Company shall use reasonable commercial efforts to attract additional MSW that is economically available from other sources (but originating within the State of Maine) to enable the Facility to operate at full capacity, whether capacity for such additional MSW is available due to diversion of MSW away from the Facility by Joinder Municipalities or for any other reason. The MRC is obligated to support such efforts by the Company and to initiate and implement complementary efforts.

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

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

(ii) MSW delivered to the Facility that was obtained from sources other than Joining Members and was not generated within the borders of a Joining Member, with the credit for the tons so obtained to be adjusted by applying a ratio to the amount of such credit the numerator of

which shall be the tip fee paid by such outside source and the denominator of which shall be the Tip Fee net of the Rebate applicable to MSW delivered by Joining Members during the applicable Contract Year;

(iii) Bypass Waste; and

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

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

3.8 Delivery Sufficiency Payments. The Company shall include in any Delivery Sufficiency Notice a calculation of the Delivery Sufficiency Payment being charged, if any, with sufficient backup detail to enable the MRC to verify the calculation as contemplated by **Exhibit B**. The MRC shall have thirty (30) days from the date of receipt of such calculation within which to object in writing. Any objection shall specify the basis for the objection and the amount, if any, of any Delivery Sufficiency Payment that the Company claims is due. If no objection is lodged, the MRC shall have the option to (i) make direct payment in immediately available funds of any Delivery Sufficiency Payment within sixty (60) days from the date of receipt of the Delivery Sufficiency Notice; (ii) instruct the Company to offset the amount of the Delivery Sufficiency Payment against future Rebates otherwise payable to the MRC; or (iii) transfer to the Company the amount of the Delivery Sufficiency Payment within sixty (60) days from the date of receipt of a Delivery Sufficiency Notice from any reserve fund established for such purpose. If an objection is properly lodged by the MRC, it shall nonetheless pay any portion of the Delivery Sufficiency Payment not in dispute as provided in this paragraph but may withhold the amount in dispute until such time as the parties have reached a mutually acceptable resolution or, if such a resolution cannot be reached, until the amount of the Delivery Sufficiency Payment has been determined by arbitration as provided in Section 14.4. Provided that the MRC makes any Delivery Sufficiency Payment required by this Section 3.8, a failure to meet its Delivery Commitment shall not constitute a default under this Agreement or otherwise entitle the Company to terminate this Agreement. Nothing in this Agreement shall be construed to restrict any right that the MRC may have to seek recovery of all or a portion of any Delivery Sufficiency Payment from one or more Joining Members pursuant to the terms of the Joinder Agreements.

4. ACCEPTANCE AND PROCESSING OF WASTE

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

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

4.3 Unacceptable Waste. Entities delivering MSW to the Facility, including Joining Members and Haulers delivering MSW to the Facility on their behalf, shall not deliver Unacceptable Waste to the Facility and shall indemnify the MRC, the Company and its subcontractors against costs related to any such deliveries. The Company shall not knowingly permit delivery to or acceptance at the Facility of Unacceptable Waste and shall use reasonable care to identify and remove Unacceptable Waste from waste delivered to or accepted at the Facility at the earliest point of acceptance and handling. The Company, in its sole discretion, shall have the right to inspect the contents of any vehicle delivering MSW to the Facility in order to determine the presence of Unacceptable Waste, including the right to require the person operating such vehicle to unload the contents as directed by the Company for inspection or the taking of samples. If any vehicle is found, by sampling or otherwise, to contain Unacceptable Waste, the Company may reject all or part of the delivery. In the event a delivery contains Unacceptable Waste, the Company shall have the right to re-load the Unacceptable Waste into the delivery vehicle. The Hauler shall then remove such Unacceptable Waste promptly from the Facility and make alternative arrangements for handling and disposal in accordance with Law and directives of any regulatory agency having jurisdiction at the sole cost and expense of such Hauler. If the Company does not identify the presence of Unacceptable Waste before the Hauler leaves the Site, then the Company agrees that it will properly dispose of such Unacceptable Waste; provided, however, that the Company reserves the right to pass any uninsured handling and disposal expenses and costs for environmental clean-up and remediation that result from the delivery of Unacceptable Waste to the Facility (other than deliveries of Unacceptable Waste knowingly permitted to be made by the Company or with respect to which the Company has failed to use reasonable care to identify and remove such Unacceptable Waste prior to acceptance) through first, to any Hauler reasonably identified by video evidence or otherwise as having delivered such Unacceptable Waste; second, if such Hauler cannot be identified or if such costs cannot be recovered, and the Company can demonstrate that the Unacceptable Waste was

delivered by or on behalf of a Joining Member, then to that Joining Member, if known, from which the Unacceptable Waste originated. If the Joining Member fails to pay such costs, such costs shall be recoverable from the MRC. If, despite the Company's compliance with reasonable procedures for inspecting, identifying and removing Unacceptable Waste from incoming materials, Unacceptable Waste is accepted from a source that cannot be identified, then costs shall be apportioned between the MRC and the Company on the basis of the proportion of material accepted from Joining Members and from entities other than Joining Members during the time period during which the Acceptable Waste was determined to have been delivered. In all such cases, the MRC shall receive copies of any notices or invoices sent to such Hauler or Joining Member and shall be afforded reasonable access to the Company's records forming the basis for any costs assessed. The Company agrees to cooperate in good faith with the MRC to make arrangements for management and disposal of categories of MSW not processable by the Facility that would have been accepted if delivered to the PERC Plant under the Existing PERC Agreements.

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

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

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

4.6 Management of MSW before the Commercial Operation Date; Bridge Capacity Waste. In the event that either (i) the PERC Plant is not accepting deliveries of MSW from the Joining Members that are Charter Municipalities prior to March 31, 2018; or (b) the Commercial

Operation Date occurs later than April 1, 2018, then the Company will use commercially reasonable efforts to:

(a) advance the occurrence of the Commercial Operation Date in order to be capable of accepting and processing Acceptable Waste delivered by the Joining Members as soon as possible;

(b) allow the Facility to be used to accept and process Acceptable Waste delivered by Joining Members to the extent practical, with the specific sources of Acceptable Waste being accepted to be determined in consultation with the MRC; and

(c) allow the Facility to be used to receive Acceptable Waste, and transfer amounts that are accepted, but cannot be processed, to the Back-up Facility, with the specific sources of Acceptable Waste being accepted to be determined in consultation with the MRC.

Acceptable Waste delivered to the Facility for the account of Joining Members prior to the Commercial Operation Date shall be deemed Bridge Capacity Waste. The Company shall cooperate with the MRC to coordinate the use of the Back-up Facility by the Joining Members for acceptance of Bridge Capacity Waste. In such event, to the extent that a Joining Member delivers Bridge Capacity Waste to the Facility, it shall pay to the Company the Tip Fee otherwise due under Article 5, and the Company shall be responsible for the costs of transporting and disposing of such Bridge Capacity Waste at the Back-up Facility. To the extent that a Joining Member delivers Bridge Capacity Waste directly to the Back-up Facility, the MRC shall pay, or arrange for the Joining Member to pay, tipping fees with respect to Bridge Capacity Waste directly to the Back-up Facility in accordance with the agreement for management of Bridge Capacity Waste as directed by the MRC, and the Joining Members delivering Waste to the Back-up Facility shall arrange for and pay transportation costs for delivery of Bridge Capacity Waste to the Back-up Facility.

4.7 Liquidated Damages. In the event that the Facility is not ready to accept a minimum of 160 tons per day of Acceptable Waste from Joining Members on or before April 1, 2018, and (a) the delay can be attributed to the failure by the Company, or a subcontractor or other party for whom the Company is responsible, to complete a task within the time frame set forth in the Coastal Construction and Process Benchmark Schedule; and (b) the delay cannot be attributed to a Force Majeure as to which the Company has given notice under the Site Lease; and (c) the delay cannot be attributed to unforeseen action, delay in action or failure to act by any regulatory agency or governmental body with jurisdiction over the Project; and (d) the delay cannot be attributed to extraordinary adverse weather conditions; then, for each Business Day beyond April 3, 2018 that the Facility does not accept Acceptable Waste from Joining Members, the Company shall pay to the MRC liquidated damages in the amount of $1,000, such liquidated damages to be paid as they are incurred, with the total amount of such liquidated damages capped at $75,000. The Company agrees to utilize reasonable commercial efforts to include in any contracts with subcontractors a requirement for a performance bond, where appropriate, and liquidated damages provisions penalizing the contractor for late performance.

4.8 Residuals Disposal. The Company and the MRC acknowledge that the MRC has entered into the Residuals Agreement and that the Crossroads Landfill, which is operated by Waste Management, has been designated as the Back-up Facility for disposal of Bridge Capacity Waste, Bypass Waste and Residuals under this Agreement and under the terms and conditions and at the tipping fees set forth in the Residuals Agreement. The Company agrees to manage disposal of Bridge Capacity Waste, Bypass Waste and Residuals in accordance with the terms of the Residuals Agreement for so long as the Residuals Agreement remains in effect. The Parties acknowledge that the Residuals Agreement has an initial term that extends through March 31, 2028, which term may be extended for up to two periods of five years each, subject to certain conditions set forth therein. The Company shall be responsible for securing appropriate transportation arrangements in connection with Residuals disposal and for managing, in consultation with the MRC, all extensions or replacements of the Residuals Agreement.

In the event that, in accordance with Section 4 of the Residuals Agreement, Crossroads provides notice to the MRC of an anticipated closure of the Crossroads Landfill, the Crossroads Landfill is otherwise anticipated to be closed prior to the expiration of the Initial Term, or Waste Management otherwise terminates or declines to renew the Residuals Agreement then:

(i) The MRC and the Company shall cooperate in good faith to negotiate with Waste Management (or, if applicable, with a successor replacement entity) to establish alternative arrangements at the lowest available net cost for the disposal of Residuals and Bypass Waste and, if relevant, Bridge Capacity Waste.

(ii) In the event the Crossroads Landfill is closed or the Residuals Agreement otherwise terminated and the successor arrangement involves costs that differ from those that would have been incurred under the Residuals Agreement (the ***"Disposal Cost Differential"***), then the Disposal Cost Differential incurred each month shall be shared between the MRC and the Company in proportion to the total tons of Acceptable Waste delivered by all Joining Members as compared to the tons delivered from all other sources; provided, however, that Disposal Cost Differential to be shared between the MRC and Company shall exclude:

a. additional costs for disposal of any Residuals classified as Hazardous Waste.; and

b. additional costs for disposal of Residuals in quantities that exceed twenty percent (20%) by weight of the Acceptable Waste accepted and processed at the Facility on an annual average basis, unless such overage is determined to be attributable to material deviations in the composition of Acceptable Waste from that reflected in data on MSW composition in Maine that was readily available prior to Financial Close and notwithstanding recovery of materials and organics from Acceptable Waste at levels at or above those determined during the Initial Performance Test or the Final Performance Test, as appropriate, or, if not so measured, anticipated at the time of Financial Close.

(iii) Amounts payable by the MRC to the Company for the MRC's share of any Disposal Cost Differential may be provided through offsets against Rebates, or, at

the MRC's election or to the extent that Rebates payable are insufficient to cover the Disposal Cost Differential, from reserve funds held by the MRC or otherwise directly or indirectly from Joining Members. Amounts payable by the Company to the MRC for the Company's share of any Disposal Cost Differential shall be paid to the MRC as additional Rebates and shall be paid as such amounts become due.

The MRC shall use reasonable commercial efforts through targeted reduction, source separation and diversion programs, to cause Joining Members to divert materials from the Facility prior to delivery that are not suitable for processing into products at the Facility and that would, if delivered and processed, become Residuals.

5. PAYMENT

5.1 Tipping Fee.

(i) The initial Tipping Fee charged each month for MSW delivered to the Facility by or for the account of Joining Members shall be Seventy Dollars ($70.00) per ton, subject to adjustment as of each January 1 during the Term to reflect any annual percentage increase in the CPI since January 1 of the calendar year that includes the Commercial Operation Date, in the case of the first such adjustment, or the effective date of the last adjustment, in the case of each subsequent annual adjustment. The Company shall provide the MRC with the calculation of the annual escalation of the Tipping Fee no later than ten days following the start of any calendar year in sufficient detail to allow the MRC to review the calculation and to accept or dispute it.

(ii) The Company and MRC acknowledge that determination of the Tipping Fee is governed by both this Section 5.1 and Section 4.1 of the Joinder Agreements. Accordingly, the MRC cannot agree to amendments to the Tipping Fee that might be proposed by the Company unless each Joining Member explicitly authorizes the MRC to amend the Tipping Fee by amending its Joinder Agreement with the MRC and any such amendments shall apply only to Joining Members that have agreed to them.

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

5.3 Rebates. On a quarterly basis, the Company shall calculate the Rebate to be paid to the MRC in accordance with **Exhibit F** and shall provide a calculation of such Rebate to the MRC within twenty (20) days of the end of each calendar quarter with sufficient detail to allow the MRC to review the calculation. The MRC shall have twenty (20) days from receipt of the statement to accept or dispute the calculation and for that purpose, shall be afforded reasonable access to the Company's record forming the basis for the calculation. Unless the MRC files with

the Company a written objection setting forth a basis for disputing the calculation within such twenty (20) day period, such calculation shall be final and binding on all parties, and the Company shall promptly pay to the MRC any undisputed amount. Disputes shall be referred for resolution in accordance with Section 14.4 hereunder.

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

5.4 Invoices. Within five (5) days of the end of each calendar week during the Term, the Company shall provide an invoice to each Joining Member, with a copy to the MRC, in a form reasonably acceptable to the MRC showing the number of tons of MSW delivered by or for the account of such Joining Member during the preceding calendar week and the amount due from such Joining Member for such calendar month. Invoices may be transmitted by generally accepted electronic means. The amount due shall be equal to the then applicable Tipping Fee multiplied by the number of tons (rounded to the nearest twenty (20) pounds) delivered by the Joining Member to the Facility during such calendar week. Each Joining Member shall pay all such invoices directly to the Company within thirty (30) days of receipt; provided, however, that in the event the calculation thereof has been challenged by the MRC, Joining Member may withhold payment of any amount under challenge.

5.5 Payment. Each Joining Member shall pay all invoiced amounts due to the Company within thirty (30) days from initial receipt of the invoice; provided, however, that it may withhold payment of any amount the payment of which it is contesting in good faith. Prior to taking action with respect to any failure to make payment, the Company shall provide notice to the MRC of any overdue payment and afford to the MRC a reasonable opportunity to make any overdue payment on behalf of a Joining Member. The MRC shall have the right, but not the obligation, to make any such overdue payments. Late payments may be assessed interest at the rate of 1% per month from the date due until paid.

6. INDEMNIFICATION

6.1 Indemnification by the Company. The Company agrees to defend, indemnify, and hold harmless the MRC, each Joining Member, and their respective members, directors, elected officials, officers, agents and employees against any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly from (i) any negligent or willful act or omission by the Company, its members, managers, officers, agents, employees (including duly authorized volunteers), contractors, or anyone acting on the Company's behalf, (ii) any failure by the Company to properly process, and/or dispose of any MSW delivered to the Facility; or (iii) any failure by the Company to otherwise perform fully its obligations under this Agreement, in each case except to the extent excused by Force Majeure or resulting from actions or omissions of the MRC or a Joining Member not in material compliance with this Agreement or a Joinder Agreement. The foregoing indemnity expressly extends to claims of injury, death, or damage to employees of the Company or of a subcontractor, anyone directly or indirectly employed by the Company, or anyone for

whose acts they may be liable. In claims against any person or entity indemnified under this Section 6.1 by an employee of the Company or subcontractor, the indemnification obligation under this Section 6.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Company or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The Company expressly waives immunity under workers' compensation laws for the purposes of this indemnity provision.

6.2 Indemnification by MRC. The MRC agrees to defend, indemnify. and hold harmless the Company, its members, managers, officers, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly from (i) any willful or negligent act or omission by the MRC, its directors, officers, agents, employees (including duly authorized volunteers), contractors, or anyone acting on the MRC's behalf; and (ii) any failure by the MRC to perform fully its obligations under this Agreement, in each case except to the extent excused by Force Majeure or resulting from actions or omissions of the Company not in material compliance with this Agreement. The foregoing indemnity expressly extends to claims of injury, death, or damage to employees of the MRC or of a subcontractor, anyone directly or indirectly employed by the MRC, or anyone for whose acts they may be liable. In claims against any person or entity indemnified under this Section 6.2 by an employee of the MRC or subcontractor, the indemnification obligation under this Section 6.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the MRC or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The MRC expressly waives immunity under workers' compensation laws for the purposes of this indemnity provision.

6.3 Notice. A Party asserting a right to indemnification under this Article 6 (the "Indemnified Party") shall give to the other Party (the "Indemnifying Party") written notice of the commencement of any legal action or other circumstance that may give rise to a claim for indemnification hereunder within ten (10) days of receipt of written notice by it of commencement of a legal action and within thirty (30) days of learning of any other circumstances giving rise to a claim for indemnification; provided, however, that failure to so notify the Indemnifying Party shall discharge it from its indemnification obligation hereunder only if and to the extent that it has been materially prejudiced thereby. The Indemnified Party shall afford to the Indemnifying Party access to all records and information relating to such claim, facts and circumstances (except those matters privileged under applicable state or federal law or rules of evidence) reasonably necessary to permit the Indemnifying Party to evaluate the merits of such claim or the accuracy of such facts and circumstances. Upon receipt of notice, the Indemnifying Party may elect to participate in or, if it acknowledges its obligation to indemnify, assume defense of, such action at its own expense and with counsel of its own choosing. The Indemnified Party shall not settle or compromise any claim with respect to which indemnification is sought without the prior written consent of the Indemnifying Party which consent may not be unreasonably withheld or delayed. Notwithstanding that the Indemnifying Party may have assumed defense of an indemnified claim, the Indemnified Party shall have the right, at its sole expense, to retain its own counsel to participate in such defense.

6.4 Opportunity to Cure. The Indemnifying Party shall be entitled, at its sole cost and expense, to undertake to cure any circumstances or to pay or settle any claim which is the

subject of a claim for indemnification provided that, prior to such settlement, the Indemnifying Party either (i) acknowledges its obligation hereunder to indemnify the Indemnified Party, or (ii) obtains the written consent of the Indemnified Party to the settlement.

6.5 Resolution of Dispute as to Indemnification. Any dispute relating to indemnification may, at the election of either Party, be resolved through the dispute resolution procedure contemplated by Section 14.4 of this Agreement.

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

6.7 Limitation of Liability. Notwithstanding the provisions of this Article 6, except in the case of fraud, or to the extent included in a third party indemnification claim that is subject to Sections 6.1 or 6.2, neither Party shall be liable to the other for any incidental, indirect, or consequential damages arising out of the performance or breach of this Agreement.

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

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

7. CONFIDENTIALITY

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

7.2 Use of Confidential Information. The Parties each agree that it will not use any Confidential Information obtained from the others for any purpose other than in connection with this Agreement.

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

7.4 Public Document. The Parties acknowledge that this Agreement, the

Development Agreement, the Joinder Agreement and the Site Lease are public documents and shall not be deemed to constitute Confidential Information.

8. ASSIGNMENT

8.1 Acknowledgement of Assignment. The MRC hereby acknowledges and consents to the assignment by Fiberight to Coastal Resources of Fiberight's rights under this Agreement and the Development Agreement and to the assumption by Coastal Resources of the obligations of Fiberight hereunder and thereunder, and the MRC further acknowledges that, as a consequence of such assignment, Coastal Resources, rather than Fiberight, will be the Tenant under the Site Lease. Such acknowledgement and consent, however, shall not be deemed to release Fiberight from its obligations hereunder or under the Development Agreement, and (i) Fiberight shall remain jointly and severally liable for all obligations of the Company under this Agreement, the Development Agreement and the Site Lease, and (ii) Fiberight shall remain obligated to make available to the Company pertinent intellectual property and technical support, all as necessary to operate the Project as contemplated by this Agreement, the Development Agreement and the Site Lease. Except as otherwise specifically provided herein, no Party may otherwise assign its rights or delegate its obligations under this Agreement, including without limitation, any transfer by operation of law, in any manner whatsoever without the prior written consent of the other Parties, the giving of which shall not unreasonably be withheld, delayed or conditioned. Any attempt at any such assignment, transfer, or sale without the consent of the other Parties shall be void and of no effect, and shall, at the option of the other Party, terminate this Agreement.

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

8.3 Assignment by the Company. Notwithstanding the provisions of Section 8.1, the Company shall have the right to assign its rights under this Agreement, upon prior notice to the MRC, but without the MRC's prior written consent (i) to an Affiliate that is directly controlled by the Company (a "Related Entity"), or (ii) to an investor or a special purpose entity that will own and operate the Facility in connection with financing for the Facility; provided that in the case of any such permitted assignment, (a) the transferee has demonstrated to the reasonable satisfaction of the MRC its financial capability, including access to committed funds, and technical capacity sufficient to complete development and construction of the Project and to operate the Facility during the term of this Agreement, (b) unless the MRC shall otherwise agree in writing, either Fiberight or Coastal Resources shall continue to have day-to-day control of and responsibility for operations and the Facility, (c) the person(s) with day-to-day management responsibility for and that provide(s) day-to-day operational services to the Facility following such assignment shall have been approved in writing by the MRC, which approval shall not be unreasonably withheld, conditioned or delayed, (d) unless the MRC otherwise agrees in writing, the Company shall have confirmed to the MRC in writing that both the Company and any

assignee will remain jointly and severally liable for all obligations of the assignee hereunder; (e) such transfer shall not adversely affect the continued validity of the Facility Permits and, subsequent to such transfer, each such permit shall remain in effect or the transferee shall have acquired in its name equivalent permits necessary to the development, construction and operation of the Project. Any other attempt by the Company to assign, transfer, or pledge this Agreement, whether in whole or in part, to any person without the prior written consent the MRC shall be null and void.

8.4 Assignment Related to Financings. Notwithstanding the provisions of Section 8.1 and in addition to the assignments permitted by Section 8.3, the Company shall have the right to assign this Agreement to any Lender in connection with financings related to the Facility without MRC's prior written consent. In addition, MRC hereby agrees to execute any and all agreements, certificates or other documents (including any necessary consent to assignment) in form and content reasonably acceptable to the MRC that the assignee in question with respect to any financing may request in order to effectuate and evidence the intent of this Section.

9. REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties of Fiberight and the Company. Each of Fiberight and the Company hereby represents and warrants to the MRC, individually as to itself and not jointly and severally, as follows:

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

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

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

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

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

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

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

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

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

(iv) Joinder Agreements. (a) As of the Effective Date, 83 municipalities or municipal associations representing 115 municipalities, as listed on Exhibit B-1, have become Joining Members; (b) Each Joining Member has executed a Joinder Agreement identical in all material respects to the form attached as Exhibit C, a true and correct copy of which has been provided to Coastal Resources; (c) each Joinder Agreement has been duly authorized and validly executed by the applicable Joining Member and constitutes its obligation, binding on it in accordance with its terms; and (d) the Estimated Delivery Amount specified in each Joinder Agreement represents a reasonable and realistic estimate of such Joining Member's expected annual deliveries of MSW.

10. DEFAULT; TERMINATION; REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.7. Event of Default by Fiberight. If Fiberight materially breaches this Agreement,

the sole remedy of MRC or any Joining Member shall be against Fiberight. In no event shall a breach of this Agreement by Fiberight, in and of itself, give rise to any recourse against the Company or the Facility or to any termination or impairment of the rights of the Company under this Agreement or the Site Lease.

11. TERMINATION

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

12. INVESTOR AND LENDER RIGHTS

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

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

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

13. FORCE MAJEURE

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

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

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

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

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

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

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

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

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

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

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

13.4 Acceptance of Force Majeure Plan. In the event that the Force Majeure Plan is accepted, the proposing Party shall proceed to implement the Force Majeure Plan in the form accepted. In the event that (i) the MRC and the Company cannot reach agreement on a Force Majeure Plan, the Company shall proceed to implement the Force Majeure Plan as anticipated therein and the dispute shall be resolved in accordance with Section 14.4.

13.5 Invalidation of Flow Control Ordinance. In the case of invalidation of a flow control ordinance:

(i) As mitigation of the potential impacts of such invalidation, the MRC shall work with the affected Joining Members to (a) seek a stay of, and pursue to the extent reasonable an appeal of, such invalidation; (b) act expeditiously to institute a lawful and economically feasible program to encourage commercial haulers and waste generators located within the borders of such Joining Member to direct Acceptable Waste under their control to the Facility; and (c) seek to cause the governing authority of such Joining Member to act on a timely basis to amend its existing flow control ordinance, or enact a new or modified or replacement ordinance, that would to the extent possible remedy the provision or condition that led to the invalidation of the original ordinance.

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

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

14. OTHER PROVISIONS

14.1 Regulatory Compliance. The Company shall, and shall cause its agents and contractors to, at all times operate the Facility and conduct their respective businesses in compliance with Law. In the event that any Change in Law should cause a term of this Agreement to become financially impracticable or illegal, it shall be treated as a Force Majeure, and the Parties shall make a good faith effort to modify the Agreement to make it financially

practicable and legal and to restore the relative positions of the Parties to the balance that obtained prior to the effectiveness of such Change in Law. If such modification of this Agreement cannot be agreed upon, this Agreement may be terminated by either Party in accordance with Section 13.6.

14.2 Relationship of Parties. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. No Party shall have the authority to contractually bind another Party. The Company is to be and shall remain an independent contractor with respect to all services performed under this Agreement. No employees or agents of one Party shall be deemed the employees or agents of another Party for any purpose.

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

14.4 Dispute Resolution.

(i) Any dispute arising under this Agreement shall be resolved only in accordance with this Section 14.4.

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

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

a court of competent jurisdiction with respect to any breach of this Agreement. For purposes of this Section 14.4, a claim shall be deemed to have arisen as of the later of (i) the date on which the circumstances forming the basis for the claim first occurred, or (ii) the date upon which such circumstances are discovered or with reasonable diligence should have been discovered.

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

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

If to the MRC:	Municipal Review Committee 395 State Street Ellsworth, ME 04605 Attention: Executive Director Email: glounder@mrcmaine.org
With a copy to:	Eaton Peabody 80 Exchange Street P.O. Box 1210 Bangor, Maine 04402 Attention: Daniel G. McKay, Esq. Email: dmckay@eatonpeabody.com
If to the Company or Fiberight:	1450 South Rolling Road Baltimore, MD 21227 Attention: Craig Stuart-Paul Email: craigsp@fiberight.com
With a copy to:	Ultra Capital 437 Jackson Street San Francisco, CA Attention: Asset Management Email: notices@ultracapital.com

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows.]

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

MUNICIPAL REVIEW COMMITTEE

By: Sophia L Wilson

Name: SOPHIA L. WILSON

Title: TREASURER

FIBERIGHT LLC

By:_____

Name:

Title:

COASTAL RESOURCES OF MAINE LLC

By: Fiberight LLC, Manager

By:_____

Name:

Title:

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

MUNICIPAL REVIEW COMMITTEE

By:_____
Name:
Title:

FIBERIGHT LLC

By:_____
Name: CRAIG STUART- PAUL
Title: CHIEF EXECUTIVE

COASTAL RESOURCES OF MAINE LLC

By: Fiberight LLC, Manager

By:_____
Name: CRAIG STUART- PAUL
Title: CHIEF EXECUTIVE

LIST OF EXHIBITS

EXHIBIT A
TO MASTER WASTE SUPPLY AGREEMENT

Definition of Acceptable Waste

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

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

"Flammable Waste" shall mean waste classified as Class 1 Explosives (49 CFR § 173.50), Class 2.1 Flammable Gas (49 CFR § 173.115(a)), Class 3 Flammable Liquids (49 CFR § 173.12(1), Class 4 Flammable Solids (49 CFR § 173.124), or Class 5 Oxidizers 49 CFR § 173.127 under Maine Department of Transportation regulations or as flammable, combustible, or explosive under U.S. Department of Labor, Occupational Safety and Health Administration regulations (29 CFR Part 1910 Subpart H), or any waste that is explosive or highly flammable, combustible, or combustion-inducing, whether in liquid, solid or gaseous form and whether contained or uncontained, including but not limited to explosives, fuels, and munitions.

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

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

EXHIBIT B
TO MASTER WASTE SUPPLY AGREEMENT
Delivery Sufficiency Payment

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

Delivery Sufficiency Payment = (DC – ACD) x (TF) x (LRA)

where: DC = the Delivery Commitment

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

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

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

EXHIBIT B-1

JOINING MEMBERS

Exhibit B-1 MRC Joining Members
Estimated Delivery Amounts

Town	Tons	
Abbott	140	1
Albion	900	2
Alton	290	3
Atkinson	131	4
Bangor	28,000	5
Bar Harbor	5,056	6
Belfast	700	7
Blue Hill/Surry	4,000	8
Boothbay Region	4,500	9
Bradley	400	10
Brewer	5,275	11
Bowerbank	33	12
Brooks	417	13
Brownville	575	14
Bucksport	1,000	15
Burlington	130	16
Carmel	1,150	17

Castine	200	18
Cherryfield	478	19
Chester	414	20
China	996	21
Clifton	435	22
Corinna	921	23
County of Arrostook	23	24
County of Piscataquis	34	25
CPSW	2,500	26
Cushing	523	27
Cranberry Isle	50	28
Dedham	350	29
Dexter	2,250	30
Dixmont	153	31
Dover - Foxcroft	2,200	32
Eddington	864	33
Exeter	400	34
Franklin	197	35
Freedom	115	36
Frenchboro	18	37
Friendship	393	38
Garland	215	39

Guilford	1,256	40
Hampden	3,400	41
Hudson	146	42
Holden	966	43
Knox	410	44
Lee	447	45
Levant	1,000	46
Lowell	130	47
Lucerne in ME	301	48
Mariaville	142	49
Mattawamkeag	312	50
Millinocket	2,100	51
Milo	1,300	52
Monson	200	53
Montville	109	54
Mount Desert	1,600	55
NKUSWDD	1,150	56
Oakland	1,750	57
Orono	3,750	58
Otis	186	59
Palmyra	850	60

Parkman	150	61
PRSWDD	500	62
Sangerville	623	63
Searsmont	180	64
Sebec	195	65
Sherman	650	66
Sorrento	62	67
Springfield	105	68
St Albans	712	69
Steuban	640	70
Sullivan	125	71
SW Harbor	1,768	72
Swan's Island	130	73
Thorndike	150	74
Tremont	900	75
Trenton	1,240	76
Troy	120	77
Unity	927	78
Union River	375	79
Vasselboro	1,300	80
Verona Island	300	81
Waldoboro		82

	1,730	
Wiscasset	1,700	83
	102,513	

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

[Exhibit Attached to Original]

Municipal Joinder Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"New Charter Municipalities" shall mean those Charter Municipalities that are not Equity Charter Municipalities.

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

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

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

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

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

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

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

ARTICLE 2
TERM

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

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

ARTICLE 3
DELIVERY OF WASTE

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

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

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

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

3.3 Aggregate Delivery Requirements.

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

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

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

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

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

3.4 Changes in Waste Delivery Patterns.

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

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

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

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

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

ARTICLE 4
TIPPING FEES AND REBATES

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

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

4.3 Rebates.

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

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

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

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

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

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

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

ARTICLE 5
AUTHORIZATION TO ACT FOR JOINING MEMBER

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

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

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

ARTICLE 6
TRANSPORTATION AND DISPOSITION OF BYPASS AND BRIDGE WASTE

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

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

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

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

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

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

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

ARTICLE 7
DISPOSITION OF ASSETS
ADMINISTERED BY THE MRC

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

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

ARTICLE 8
INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9
ASSIGNMENT

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

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

ARTICLE 10
EVENTS OF DEFAULT; TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11
OTHER PROVISIONS

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

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

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

11.4 Opportunity To Be Heard.

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

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

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

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

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

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

11.8 Dispute Resolution.

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

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

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

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

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

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

Email: glounder@mrcmaine.org

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

If to Joining Member: _____

_____

Attention: _____

Email: _____

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

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

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

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

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

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

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

authorized representative of each Party.

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

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

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

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

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

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

[Signature page follows.]

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

MUNICIPAL REVIEW COMMITTEE

By:_____

Name:

Title:

JOINING MEMBER

By:_____

Name:

Title:

List of Exhibits

Exhibit A

to Municipal Joinder Agreement

MASTER WASTE SUPPLY AGREEMENT

[Exhibit attached to original]

Exhibit B
to Municipal Joinder Agreement

Management and Disposition of
Existing Municipal Assets and Project Assets

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

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

   - **The Operating Account and the Operating Budget Stabilization Fund.** Pursuant to the Existing PERC Contracts, the MRC manages two operating accounts held in the names of the Equity Charter Municipalities -- the Operating Fund and the Operating Budget Stabilization Fund – with a combined balance of less than $1.0 million. The

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

- **The Debt Service Reserve Fund**. The Debt Service Reserve Fund is a reserve account in the amount of approximately $1,333,333 which is pledged in support for existing PERC Partnership senior financing and which is held for the term of the financing by the lender for distribution to the MRC for the benefit of the Equity Charter Municipalities. If not called upon to pay debt service, this fund is scheduled to be released to the MRC in early 2018.

- **Limited partnership shares in the PERC Partnership**. The Equity Charter Municipalities own a total of 25.5214 percent of the limited partnership shares in the PERC Partnership, which are managed on their behalf by the MRC. Note that the PERC Partnership is scheduled to be dissolved by the end of 2018.

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

(a) Fund up to $5.0 million for actual expenditures pursuant to the Site Lease, the Master Waste Supply Agreement and this Agreement for acquisition of the Site and development of related infrastructure (the Site Capital Costs);

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

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

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

- Up to $7.0 million as a reserve against purchase of the building in the event of termination (the Building Reserve), which amount may be reduced once per year in accordance with Exhibit C to the Site Lease. Amounts released from the fund each year shall be distributed to the Equity Charter Municipalities in accordance with the amount of their original contributions (e.g., their fund balances as brought forward on April 1, 2018). The value of the building, if purchased, shall also be allocated among the Equity Charter Municipalities that are Joining Members pro rata with the amount of their original contributions.

- An initial amount of $3.0 million for the Delivery Sufficiency Reserve Fund, which shall be used, as needed, to make Delivery Sufficiency Payments for the benefit of all Charter Municipalities that are Joining Members. Funds not used at the end of the term of the Joinder Agreement shall be allocated among the Equity Charter Municipalities that are Joining Members pro rata with the amount of their original contributions.

- $1.167 million held by the Equity Charter Municipalities that are Joining Members as a reserve against liabilities and costs associated with the dissolution of the PERC Partnership and the closure of the PERC facility (the Closure Reserve Fund). The MRC shall revisit the need to maintain the Closure Reserve Fund before the end of calendar year 2018. When released, amounts in the Closure Reserve Fund shall be allocated among the Equity Charter Municipalities that are Joining Members pro rata with the amount of their original contributions.

- Up to $1.0 million to offset costs of transportation of Bridge Waste per the direction of the MRC, with amounts remaining in the fund to be transferred to the Target Value Fund as defined below.

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

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

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

- Retain the remaining funds in the Operating Account and Operating Budget Stabilization Fund to support administrative costs of the MRC beyond termination of the Existing PERC Contracts.

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

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

(b) Second, pay costs of the Equity Charter Municipalities in the dissolution of the PERC Partnership, including the costs to the MRC of representing the Equity Charter Municipalities in the course of such dissolution.

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

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

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

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

Exhibit C
to the Municipal Joinder Agreement
Components of Ratification

1.0 Execution of the Joinder Agreement

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

2.0 Baseline information on Joining Members

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

3.0 Joining Member preference items

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

EXHIBIT D
TO MASTER WASTE SUPPLY AGREEMENT

FORM OF SITE LEASE

[Exhibit Attached to Original]

EXHIBIT E
TO MASTER WASTE SUPPLY AGREEMENT

Delivery Requirements

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

Scheduling.

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

Designated Routes.

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

Community Requirements.

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

Delivery.

- Haulers shall deliver Acceptable Waste to the Facility. Haulers shall ensure that drivers are trained in the definition of Acceptable Waste and are trained not to collect materials that are not included in the definition of Acceptable Waste.
- Haulers shall obey the instructions of facility personnel while on the Facility premises related to queuing positions, entrance into and egress from the facility, and positioning and location for the unloading process.
- Haulers shall allow the Company, in its sole discretion, to inspect the contents of any vehicle delivering MSW to the Facility in order to determine the presence of Unacceptable Waste,

and the vehicle operator shall unload the contents as directed by the Company for inspection or the taking of samples.

- If any vehicle is found, by sampling or otherwise, to contain Unacceptable Waste, the Company may reject all or part of the delivery. In the event a delivery contains Unacceptable Waste, the Company shall have the right to re-load the Unacceptable Waste into the delivery vehicle. The Hauler shall then remove such Unacceptable Waste promptly from the Facility and make alternative arrangements for handling and disposal in accordance with Law and directives of any regulatory agency having jurisdiction at the sole cost and expense of such Hauler.

Identification.

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

Insurance.

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

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

EXHIBIT F
TO MASTER WASTE SUPPLY AGREEMENT

Rebate Calculation

1.0 Principles.

1.1 This Exhibit F provides the basis for the Company's determination of the amounts of Rebates to pay to the MRC on a quarterly basis as referenced in Section 5.3 hereof.

1.2 The Company shall calculate the total Rebate due to all Joining Members in the aggregate on a quarterly basis and shall forward its calculation to the MRC within 20 days of the end of each calendar quarter. The MRC shall review and accept or dispute the calculation of Rebates due and shall inform the Company and all Joining Members of its action. It is understood that each Joining Member has authorized the MRC to manage the Rebates on its behalf as set forth in Section 4.3 of the Joinder Agreements.

1.3 The Company shall pay directly to the MRC the undisputed amount of the Rebate within 30 days of being informed by the MRC of its action. It is understood that the MRC shall manage distribution to Joining Members of Rebates received from the Company in accordance with Section 4.3 of the Joinder Agreements and the MRC ByLaws per direction of the MRC Board of Directors.

1.4 It is understood that the review by the MRC of the Company's calculation of Rebates may require review of Company accounting and financial data or information that the Company considers sensitive, confidential or proprietary (Company Confidential Data). The MRC agrees that any review of the Rebate that involves review of Company Confidential Data shall be performed on behalf of the MRC by a qualified independent entity chosen by the MRC and approved by the Company, which approval shall not be unreasonably withheld (the MRC Review Agent), provided that the MRC Review Agent (a) has entered into a Non-Disclosure Agreement with the Company; and (b) can conduct such review without exposure to public release of such data under the Freedom of Information Act or successor laws. The Company agrees to make Company Confidential Data available as needed on a timely basis to the designated MRC Review Agent.

2.0 Rebate Payment Threshold Conditions. The Company shall make payment of Rebates for each calendar quarter for which the following threshold conditions have been satisfied:

2.1 Any covenants in Company debt-related financing agreements restricting the release of cash distributions by the Company have been satisfied for the preceding four calendar quarters.

2.2 Any covenants in equity investor-related investment or similar agreements restricting the release of cash distributions by the Company have been satisfied for the preceding four calendar quarters.

2.3 The Company has maintained an average Debt Service Coverage Ratio (DSCR) of not less than 2.0x over the preceding four calendar quarters.

2.4 The Company has received tip fees over the preceding four calendar quarters from all sources of solid waste and other materials accepted for processing, including source-separated recyclable materials and Bypass Waste, in an amount that exceeds the Annual Tip Fee Rebate Threshold. The Annual Tip Fee Rebate Threshold shall be defined as $10.0 million per year for all calendar quarters for which at least one of the preceding four quarters occurred in calendar year 2018. The Annual Tip Fee Rebate Threshold shall escalate as of January 1, 2020, and as of each January 1 thereafter, at the same annual percentage change as was used to escalate the Tipping Fee to the value in effect during the prior calendar year per Section 5.1 hereof.

2.5 Aggregate cash flow from the Company to equity holders, including management fees and distributions, has exceeded 100% of the total initial capital contribution by the equity holders, which is anticipated to be approximately $23,500,000, but shall not finally be determined until the total cost of constructing the Facility has been calculated following the successful completion of the Final Performance Test, and shall be such total cost less the amount of debt financed at Financial Close. This threshold condition shall not apply to payment of Rebates after it has been initially satisfied.

2.6 For the full period of the preceding four calendar quarters, either (i) the MRC has complied with the Delivery Commitment per Section 3.5 of this Agreement; or (ii) the MRC has made all required Delivery Sufficiency Payments per Section 3.8 of this Agreement; or (iii) the Company, in its sole discretion, has chosen to offset the amount of any Delivery Sufficiency Payment payable against the amount of any Rebate being paid.

The Company acknowledges that MRC review of the satisfaction of these conditions may require the availability for review of Company Confidential Information on behalf of the MRC as described in Section 1.4 above. The Company agrees to make such Company Confidential Information available as set forth herein.

3.0 Calculation of the Rebate Amount. After the close of each calendar quarter, the Company shall calculate the Rebate to be paid to the MRC as follows:

3.1 Determine the operating revenue received during the calendar quarter (OpRev). OpRev for each calendar quarter shall include tip fees and gross proceeds from the sales of materials, products and attributes, and value provided for waste processing services or products resulting from processing received in such quarter. OpRev shall not include interest earned on operating accounts or reserve funds; tax credits; loan principle forgiven or other non-cash accounting items treated as revenue; or similar items that do not generate cash or are not treated as operating revenue.

3.2 Calculate the amount of the Rebate for the quarter as the sum of the Tier 1 Revenue, the Tier 2 Revenue and the Tier 3 Revenue, which are each defined as a function of OpRev as follows:

Tier 1 Revenue = Tier 1 Share x (OpRev - Tier 1 Value /4)
Tier 2 Revenue = Tier 2 Share x (OpRev - Tier 2 Value /4)
Tier 3 Revenue = Tier 3 Share x (OpRev - Tier 3 Value /4)

where Tier 1 Share = five (5) percent.
Tier 2 Share = ten (10) percent.
Tier 3 Share = fifteen (15) percent.
OpRev for the calendar quarter is as defined in Section 3.1 above.
Tier 1 Value = $16.5 million.
Tier 2 Value = $19.0 million.
Tier 3 Value = $23.0 million.

provided that

Neither Tier 1 Revenue nor Tier 2 Revenue nor Tier 3 Revenue shall ever be less than zero.

The Tier 1 Share, Tier 2 Share and Tier 3 Share shall all be fixed and shall not escalate or change unless in accordance with the procedure described in Section 3.3 hereof or unless the agreement is amended in accordance with its terms.

The Tier 1 Value, Tier 2 Value and Tier 3 Values are defined for calendar year 2018 and, starting with the values that apply to the first calendar quarter of 2019, shall escalate each year with the annual percentage change in the CPI on the same basis as the Tipping Fee is escalated per Section 5.1 hereof.

3.3 Changes in Rebate Parameters. The Company and the MRC acknowledge that the initial values for the parameters designated above as the Tier 1 Share, Tier 2 Share, Tier 3 Share, Tier 1 Value, Tier 2 Value and Tier 3 Value (together, the Rebate Parameters) were determined in good faith to share the value of operating revenues in excess of baseline values between the Joining Members and the Company on a fair and reasonable basis. Both the Company and the MRC acknowledge that there is no guarantee that either desired levels of Rebates or targeted levels of return on investment will be achieved.

In this context, the Company and the MRC hereby agree on the following process for reconsideration of the Rebate Parameters.

(a) Prior to the date of Financial Close, the Company shall a prepare a pro forma economic analysis of the anticipated operations of the Facility through the Initial Term of this Agreement which shall incorporate the values for the Rebate Parameters set

forth herein (the Closing Pro Forma).

(b) Either the Company or the MRC shall have the opportunity to propose alternative values for the Rebate Parameters by providing notice to the other party before any of the following dates: the fourth, ninth or fourteenth anniversary of the Commercial Operations Date; or the third anniversary of the commencement of any Extension Term. Such notice shall include an updated version of the Closing Pro Forma that incorporates the proposed values of the Rebate Parameters, as well as other changes to projected revenues and costs that can be attributed to either (i) material deviations in the composition of the Acceptable Waste from data that was readily available prior to Financial Close; or (ii) changes in market conditions that were unforeseeable as of the Financial Close. Such notice shall further indicate why the proposed values of the Rebate Parameters, assuming actual revenues from tipping fees and sales of recovered materials and products at the baseline values, would be anticipated to achieve a better and fairer balance between the desired level of Rebates and the targeted levels of return on investment. The Company shall provide such information to the MRC timely on request (including Company Confidential Information to the MRC Review Agent) as might be needed by the MRC to prepare any such notice.

(c) Either party receiving a receipt of a notice to change the Rebate Parameters shall proceed promptly to review such notice and supporting materials in good faith with the objective of either accepting or rejecting the proposed changes within 60 days of receipt.

(d) A proposal to change the Rebate Parameters, if accepted by the other party, shall go into effect as follows: on the fifth, tenth or fifteenth anniversary of the Commercial Operations Date if received, as applicable, on the fourth, ninth or fourteenth anniversary of the Commercial Operations Date; or as of the start of any Extension Term if received by the third anniversary of the Initial Term or prior Extension Term, as applicable. Disputes shall be addressed through the dispute resolution process.

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

5.0 Capital Projects that Provide a Substantial Increase in Material or Product Revenues. The Company and the MRC seek to retain incentives for the Company to make "bolt-on" capital investments in the Facility that will result in increases in operating revenues, returns and Rebates (Revenue Upgrade Projects). The Company and the MRC further seek to ensure that the calculation of Rebates does not provide a barrier to implementation of Revenue Upgrade Projects. In this context, the Company and the MRC hereby agree to the following:

5.1 A Revenue Upgrade Project shall be defined as a capital investment of not less than $2 million in equipment for or modifications to the Facility that would result in a material change in the type of products or form of recovered materials produced at the Facility, and that the Company believes would result in significant increases in revenues. Replacement or upgrades of or modifications to existing equipment or other aspects of

the Facility in the ordinary course of operations shall not be considered Revenue Upgrade Projects.

5.2 The Company may give notice to the MRC of its intent to implement a Revenue Upgrade Project at any time. With the notice, the Company shall provide

(a) The anticipated amount of incremental capital investment in the Facility to be made in connection with the Revenue Upgrade Project.

(b) Projections of changes in the production of products or recovered materials as a result of the Revenue Upgrade Project.

(c) Projections of changes in operating revenues from sales of products or recovered material as a result of the Revenue Upgrade Project.

(d) Projections of other material changes to Facility operations, performance and expenses as a result of the Revenue Upgrade Project.

(e) Projections of baseline operating revenues from the products or recovered materials that would be anticipated if the Revenue Upgrade Project is not implemented.

(f) Projections of Rebates that would be generated if the Revenue Upgrade Project is and is not implemented, along with a proposal for determining the basis for calculation of operating revenues from products and recovered materials that would no longer be produced if the Revenue Upgrade Project is implemented (Rebate Project Adjustment). The intent is for the MRC to continue to receive Rebates as if the Revenue Upgrade Project was not implemented until such time as the net increase in operating revenues over operating expenses associated with the Revenue Upgrade Project, plus any tax credits or other attribute sales or other financial benefits of the Revenue Upgrade Project, exceed 1.5x of the actual amount of incremental capital investment in the Facility as set forth in the original notice. Upon achieving such milestone, the application of the Rebate Project Adjustment shall be discontinued and the Rebate calculation shall return to reliance on actual operating revenues from actual receipts of revenues from sales of actual products and recovered materials as defined above without adjustment.

(g) Materials reasonably required to support the above.

5.3 The MRC shall have thirty days from the receipt of the notice to review and either accept or dispute the Company's Rebate Project Adjustment, which acceptance shall not be unreasonably withheld. If the MRC elects not to dispute the Company's Rebate Project Adjustment Proposal, then:

(a) The Rebate Project Adjustment Proposal will be deemed accepted.

(b) The calculation of Rebates will be adjusted as set forth in the Rebate Project Adjustment until the return of and on the capital investment set forth in the notice as accepted is achieved. The adjustment set forth in the Rebate Project Adjustment shall be discontinued upon such achievement.

(c) In the event the return of capital investment set forth in the notice as accepted is not achieved, then the Company guarantees that the calculation of the contribution to Rebates from the sales of products and recovered materials that would otherwise eventually be discontinued as the result of implementation of the Revenue Upgrade Project, as set forth in the Rebate Project Adjustment, will continue through the end of the Initial Term or of any Extension Term that first follows the date of the notice.

5.4 Nothing in this section shall be interpreted as preventing the Company from replacing, modifying or upgrading equipment or other aspects of the Facility in the Company's sole

discretion at its cost through implementation of measures that are not proposed to be Revenue Upgrade Projects.

6.0 Tip Fee Revenue Adjustments.

6.1 The Company acknowledges that, under Exhibit B, Section 6 of the Joinder Agreements, Non-Charter Municipalities that become Joining Members are obligated to make additional payments of $2.21 per ton to the MRC over the Initial Term of their agreements, and that such additional payments are not intended to be paid for the benefit of the Company. Any such amounts received by the Company shall be held by it for the benefit of the MRC and shall be distributed to the MRC on a monthly basis. Such distributions to the MRC shall not be considered payments of Rebates and shall not be subject to threshold or conditions of Section 2.0 hereof. Furthermore, the calculation of OpRev shall exclude any such amounts received by the Company and subsequently paid to the MRC.

6.2 The Company anticipates receiving Acceptable Waste from and charging tip fees to municipalities and municipal entities that were Charter Municipalities, but have not become Joining Members prior to the execution of this Agreement, as listed in Exhibit F-6.2 (referred to in the Joinder Agreement as Departing Municipalities). To the extent that the Company receives tip fees from Departing Municipalities over the Initial Term of this Agreement that are in excess of the Tip Fee as determined per Section 5.1 of this Agreement, then, on a quarterly basis, the Company shall pay the MRC an amount equal to the following:

> For each ton for which a tip fee is received, the lesser of (a) $2.21 per ton; and (b) 50 percent of the positive difference between the tip fee and the Tip Fee per Section 5.1 of this Agreement (but not less than zero).

Such payments shall be made in consideration of the equity contribution made by the MRC on behalf of the Joining Members for site acquisition and infrastructure development in advance of the commitment of such initial capital contribution by the Company, notwithstanding the provision for Company to receive its return of 100% of its initial capital contribution as a threshold condition to the initiation of payments of Rebates to the MRC. Such payments shall not be considered payments of Rebates and shall not be subject to thresholds or conditions of Section 2.0 hereof. Furthermore, the calculation of OpRev shall exclude any such amounts paid to the MRC.
All payments made to the MRC shall be accompanied by documentation in reasonable detail of the basis for the payment amount.

7.0 Documentation of Rebate Calculation for Review. The calculation of the Rebate forwarded to the MRC for review pursuant to Section 1.2 hereof shall include the following documentation:

7.1 A statement regarding whether each of the thresholds identified in Sections 2.1 through 2.5 above have been satisfied. For the conditions in Sections 2.1 and 2.2 above, if any debt-related or equity-related covenant has not been satisfied, the Company shall identify

the language of the covenant and its location in an applicable agreement, indicate the basis for the statement that the covenant has not been satisfied, and describe the efforts and schedule for returning to compliance. For the conditions in Sections 2.3, 2.4 and 2.5, if any numerical requirement has not been satisfied, the Company will provide the applicable numerical values for comparison to the requirement, and shall arrange to make Company Confidential Data available to the designated MRC Review Agent on a timely basis as needed for review of the Company's position.

7.2 The basis for the calculation of OpRev. Information shall be provided in aggregate at a level of aggregation traceable to the Company's audited financial statements such that individual tip fees charged for acceptance of waste and materials from entities other than Joining Members, and proceeds from sales of materials, products and attributes, need not be disclosed other than as provided to the MRC Review Agent in the form of Company Confidential Information.

7.3 The calculated values of Tier 1 Revenue, Tier 2 Revenue, and Tier 3 Revenue, and the total thereof, which shall be the amount of the Rebate.

7.4 Amounts, if any, to be offset per Section 4.0 hereof, including documentation of the basis for the amount payable and a statement that such amount has not been paid.

7.5 Rebate Project Adjustments still in effect, if any, along with a statement of the progress of the Rebate Project Adjustments toward achieving the return of the capital investment set forth in the notice as accepted for the related Revenue Upgrade Project.

7.6 Tip Fee Revenue Adjustments.

7.7 A written certificate signed by the controller, treasurer, or authorized executive of the Company stating that the calculation of the Rebate and the supporting information provided for the identified calendar quarter are, to the best of the knowledge of the signer, a correct representation of the matters set forth and were prepared in accordance with the requirements of the Master Waste Supply Agreement and with generally acceptable accounting principles.

Divider

FIRST AMENDMENT TO MASTER WASTE SUPPLY AGREEMENT

This First Amendment to the First Amended and Restated Master Waste Supply Agreement (this "***First Amendment***") is made this 21st day of November 2017 by and between Municipal Review Committee, Inc., a Maine nonprofit corporation ("***MRC***"), Coastal Resources of Maine LLC, a Delaware limited liability company ("***Coastal Resources***"), and Fiberight LLC, a Delaware limited liability company ("***Fiberight***"). Each of MRC, Coastal Resources and Fiberight are referred to herein as a "Party" and, collectively as the "***Parties***".

WHEREAS MRC, Coastal Resources are parties to that certain First Amended and Restated Master Waste Supply Agreement made and entered into as of August 17, 2017 (the "**Supply Agreement**"); and

WHEREAS the Parties wish to amend certain provisions of the Supply Agreement as contemplated by Section 14.11 thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Capitalized terms used but not otherwise defined in this First Amendment are as defined in the Supply Agreement.

2. Section 4.7 is hereby amended to replace the reference therein to "$1,000" with "$1,250" and to replace the reference therein to "$75,000" with "$100,000".

3. Except as expressly amended hereby, the Supply Agreement remains in full force and effect, without change.

4. This First Amendment may be executed in counterparts. A signature transmitted by facsimile shall have the effect of an original.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, each Party to this First Amendment has caused it to be executed, duly authorized, on the date first written above.

MUNICIPAL REVIEW COMMITTEE, INC.

By: _____

Name: Chip Reeves

Title: MRC President

COASTAL RESOURCES OF MAINE LLC

By: Fiberight LLC, its Manager

By: _____

Craig Stuart-Paul, CEO

FIBERIGHT LLC

By: _____

Craig Stuart-Paul, CEO

IN WITNESS WHEREOF, each Party to this First Amendment has caused it to be executed, duly authorized, on the date first written above.

MUNICIPAL REVIEW COMMITTEE, INC.

By: _____

Name: Chip Reeves

Title: MRC President

COASTAL RESOURCES OF MAINE LLC

By: Fiberight LLC, its Manager

By: _____

Craig Stuart-Paul, CEO

FIBERIGHT LLC

By: _____

Craig Stuart-Paul, CEO