

MASTER WASTE SUPPLY AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

1. TERM OF THE AGREEMENT

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

"Commercial Operation Date" shall have the meaning set forth in the Site Lease.

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

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

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

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

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

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

"Delivery Target" shall mean, for each Contract Year, an aggregate amount of not less than 150,000 tons of MSW delivered to the Facility from the Joining Members as a group.

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

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

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

"Event of Default" shall have the meaning set forth in Article 12.

"Excused Delay Period" shall have the meaning set forth in Section 1.0 of the Site Lease.

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

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

"Facility" shall mean the waste processing facility developed and constructed 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.

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

"Financial Close" shall have the meaning set forth in Section 6.5 of the Site Lease.

"Force Majeure" shall mean any unforeseeable act, event or condition, not in effect as of the Effective Date, that has had, or may reasonably expected to have, a material adverse impact on the rights or the obligations of either party under this Agreement; or a material adverse effect

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on the Facility, the Property or the Infrastructure or on the construction, ownership, possession or operation of the Facility, the Property or the Infrastructure, provided that such act, event or condition (a) is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement; (b) is not the result of willful or negligent action, inaction or fault of the party relying thereon; and (c) which, by the exercise of reasonable diligence, such party is unable to prevent or overcome.

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

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

"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.

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

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

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

"**Lease Option**" means the option dated _____ granting to the Company the option to enter into the Site Lease.

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

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

"**MSW**" shall mean municipal solid waste as defined in 38 M.R.S. §133-C(29).

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

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

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

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

"**Performance Standards**" shall mean the standards referenced in Section 7.4 of the Site Lease.

"**Performance Test**" shall mean the test described in Section 7.4 of the Site Lease.

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

"**Residuals**" shall mean [solid] materials that are byproducts of the processing of Acceptable Waste such as rock, certain plastics, textiles, rubber, and other materials that cannot be incorporated into products recovered at the Facility for sale. "**Single Stream Recycling**" shall mean residential or business segregated recyclable materials that are mixed together by a household or business and that are collected and delivered to the Facility for recycling purposes.

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

"**Site Option**" means the option to enter into the Site Lease from the MRC to the Company dated _____, 2015.

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

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

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

3. WASTE DELIVERY

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

Each such Joinder Agreement shall include:

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

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

(iii) a covenant that the Joining Member shall not alter the scope of its responsibility for collection, transfer and transportation of MSW originating within its borders as of the Effective Date without providing notice to and receiving the consent of the MRC, which consent may be withheld only if 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 in a violation by the Joining Member of its obligation to deliver Acceptable Waste generated within its borders exclusively to the Facility;

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

(v) an estimate, expressed in tons per year, of expected annual deliveries of Acceptable Waste to be made by the Joining Member to the Facility, 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 Municipality;

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

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

3.2 Procurement of Delivery Commitments. The MRC will use reasonable commercial efforts (i) to obtain Joinder Agreements from municipalities and other municipal entities representing an aggregate commitment to deliver not less than 150,000 tons per year of Acceptable Waste commencing on the Commercial Operation Date; and (ii) to continue to encourage Maine municipalities and municipal entities to become Joining Members by executing Joinder Agreements until [January 1, 2017] (or such later date as the MRC and the Company may mutually agree upon in writing) or, if sooner, until such date as the Company provides notice to the MRC either that it has been unsuccessful in securing financing sufficient to develop the Project and has abandoned efforts to do so, or alternatively, that the MRC has secured the maximum quantity of Acceptable Waste which the Company projects it will be able to accept at the Facility once it becomes operational.

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

3.4 Delivery Commitments Prior to Commercial Operation Date. The MRC acknowledges that, prior to the Commercial Operation Date, and potentially prior to termination

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

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

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

3.5 Delivery Commitments After the Commercial Operation Date.

(i) Commencing on the Commercial Operation Date and continuing for so long as this Agreement remains in effect, the MRC will cause the Joining Members to deliver MSW to the Facility in a minimum aggregate amount of not less than 150,000 tons (the "Delivery Target"). 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 sufficient additional MSW from other sources (but originating within the State of Maine) to enable the Facility to operate at full capacity, whether capacity for such additional MSW is available due to diversion of MSW away from the Facility by Joinder Municipalities or for any other reason. MRC is obligated to support such efforts by the Company and to initiate and implement complementary efforts.

3.7 Determination of Achievement of Delivery Target. At the end of each Contract Year, the Company shall provide written notice to the MRC (a "Delivery Sufficiency Notice"),

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with supporting data, to indicate whether the Delivery Target for the immediately preceding Contract Year has been met. For purposes of determining whether the Delivery Target has been met, the Company shall 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 commercial haulers or other the 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) MSW that would have been delivered to the Facility and credited toward the Delivery Target, but was instead not accepted by the Company due to an outage at the Facility or other cause and was bypassed to an alternative disposal site;

(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. The MRC shall have thirty (30) days from the date of receipt of such calculation within which to object in writing. Any objection shall specify the basis for the objection and the amount, if any, of any Delivery Sufficiency Payment that the Company claims is due. If no objection is lodged, the MRC shall have the option to (A) make direct payment in immediately available funds of any Delivery Sufficiency Payment within sixty (60) days from the date of receipt of the Delivery Sufficiency Notice; (B) instruct the Company to offset the amount of the Delivery Sufficiency Payment against future rebates otherwise payable to the MRC; or (C) transfer to the Company the amount of the Delivery Sufficiency Payment within sixty (60) days from the date of receipt of a Delivery Sufficiency Notice from any reserve fund established for such purpose. If an

objection is properly lodged by the MRC, it shall nonetheless pay any portion of the Delivery Sufficiency Payment not in dispute as provided in this paragraph but may withhold the amount in dispute until such time as the parties have reached a mutually acceptable resolution or, if such a resolution cannot be reached, until the amount of the Delivery Sufficiency Payment has been determined by arbitration as provided in Section 14.5. 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 this Section 4.0, shall accept all deliveries of Acceptable Waste from Joining Members made during Hours of Operation. No deliveries to the Facility shall occur outside of the Hours of Operation unless mutually agreed upon in writing, by the Parties. Notwithstanding the foregoing, the Company shall not be obligated to accept incoming deliveries of Acceptable Waste that fail to comply with the requirements set forth in **Exhibit E** .

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

4.3 Unacceptable Waste. Entities delivering MSW to the Facility, including Joining Members and haulers delivering MSW to the Facility on their behalf, shall not deliver Unacceptable Waste to the Facility and shall indemnify the MRC against costs related to any such deliveries. The Company, in its sole discretion, shall have the right to inspect the contents of any vehicle delivering MSW to the Facility in order to determine the presence of Unacceptable Waste, including the right to require the person operating such vehicle to unload the contents as directed by the Company for inspection or the taking of samples. If any vehicle is found, by sampling or otherwise, to contain Unacceptable Waste, the Company may reject all or part of the delivery. In the event a delivery contains Unacceptable Waste, the Company shall have the right to re-load the Unacceptable Waste into the delivery vehicle. The hauler shall then

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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. 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, at the Company's sole cost and expense; provided, however, that the Company reserves the right to pass the handling and disposal expenses through to any Hauler reasonably identified by video evidence or otherwise as having delivered such Unacceptable Waste. In all such cases, the MRC shall receive copies of any notices or invoices sent to such hauler. The Company agrees to cooperate in good faith with the MRC to make arrangements for management and disposal of categories of MSW not processible by the Facility that would have been accepted if delivered to the PERC Plant under the Existing PERC Agreements.

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

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 (i) 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; and (ii) MSW is not being accepted from customers other than Joining Members, it being understood and agreed that Joining Members shall have first priority for acceptance of delivered waste.

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

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

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

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

programs, which are not suitable for processing into products at the Facility and would, if delivered and processed, become Residuals.

5. PAYMENT

5.1 Tipping Fee. 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 or decrease in the CPI since January 1 of the calendar year that includes the Commercial Operation Date, in the case of the first such adjustment, or the effective date of the last adjustment, in the case of each subsequent annual adjustment. The Company shall provide the MRC with the calculation of the annual escalation of the Tipping Fee within ten days of the start of any calendar year in sufficient detail to allow the MRC to review the calculation and to accept or dispute it.

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.

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 so that the MRC can review such calculations. The MRC shall have twenty (20) days from receipt of the statement to accept or dispute the calculation and for that purpose, shall be afforded reasonable access to the Company's record forming the basis for the calculation. Unless the MRC files with the Company a written objection setting forth a basis for disputing the calculation within such twenty (20) day period, such calculation shall be final and binding on all parties, and the Company shall promptly pay to the MRC any undisputed amount. Disputes shall be referred for resolution in accordance with Section 14.5 hereunder.

The Company shall have the right to offset overdue amounts payable and overdue 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 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 in a form reasonably acceptable to the MRC showing the number of tons of MSW delivered by or for the account of such Joining

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Member during such calendar week and the amount due from such Joining Member for such calendar week. The amount due shall be equal to the then applicable Tipping Fee multiplied by the number of tons (rounded to the nearest ton) delivered by the Joining Member to the Facility during such calendar week.

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 except to the extent that it is contesting the amount of the invoice in good faith. Prior to taking action with respect to any failure to make payment, the Company shall provide notice to the MRC of any overdue payment and afford to the MRC a reasonable opportunity to make any overdue payment on behalf of a Joining Member. The MRC shall have the right, but not the obligation to make any such overdue payments.

6. INDEMNIFICATION

6.1 Indemnification by the Company. The Company agrees to defend, indemnify, and hold harmless the MRC, each Joining Member, and their respective members, directors, elected officials, officers, agents and employees against any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from (i) any negligent or willful act or omission by the Company, its members, managers, officers, agents, employees (including duly authorized volunteers), contractors, or anyone acting on the Company's behalf, (ii) any failure by the Company to properly process, and/or dispose of any MSW delivered to the Facility; or (iii) any failure by the Company to otherwise perform fully, in any respect, its obligations under this Agreement.

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 or indirectly 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.

6.3 Notice. A Party asserting a right to indemnification under this Article 7 (the "Indemnified Party") shall give to the other Party (the "Indemnifying Party") written notice of the commencement of any legal action or other circumstance which may give rise to a claim for indemnification hereunder within ten (10) days of receipt of written notice by it of commencement of a legal action and within thirty (30) days of learning of any other

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

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

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

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

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

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

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

Indemnifying Party.

7. CONFIDENTIALITY

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

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

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

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

8. ASSIGNMENT

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

8.2 Assignment by the MRC. Notwithstanding the provisions of Section 8.1, the MRC may, upon prior notice to, but without the prior written consent of, the Company, assign its

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rights under this Agreement to a successor entity formed for the purpose of providing for the disposal of MSW by the Joining Members. Any other attempt by the MRC to assign, transfer, or pledge this Agreement, whether in whole or in part, to any person without the prior written consent of the MRC shall be null and void.

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

8.4 Effect of Bankruptcy. Without limiting the generality of the foregoing, in the event any bankruptcy or insolvency proceedings are instituted by or against a Party, and the proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan of reorganization, or in the event a Party is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which a Party is a party, and such receiver is not discharged within a period of ninety (90) days after his or her appointment, any such event or other involuntary assignment for the benefit of creditors shall be deemed to constitute a breach of this Agreement by such Party and shall, at the election of the other Party, but not otherwise, give that Party the right to terminate this Agreement.

9. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

(ii) Authority. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of the

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

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

10. DEFAULT; TERMINATION; REMEDIES

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

(i) The Company shall have failed to fulfill its 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 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.

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

(vi) The Company or the Facility is in violation of (a) any applicable Law which violation has a material adverse effect, or has the potential to cause a material adverse effect on the MRC, any Joining Member or the Facility, or (b) any material condition of any permit or license necessary in order to operate the Facility, and the Company has failed to cure such default within a period of sixty (60) days thereafter or, if the default is of a such a nature that it cannot reasonably be cured within sixty (60) days, the Company has failed to commence to cure the default within such sixty (60) days and fails thereafter to prosecute such cure to completion with diligence and, in any event, to cure such default within one hundred eighty (180) days.

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

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

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10.4 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.

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

11. TERMINATION

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

12. [RESERVED]

13. FORCE MAJEURE

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

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

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

(b) the nonperforming party shall exercise all reasonable efforts to continue to perform its obligations hereunder, to mitigate the impact of non-compliance, to claim and

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diligently seek to collect any insurance proceeds potentially available as a consequence of the Force Majeure, and the other party shall cooperate fully with and be supportive of such efforts;

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

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

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

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

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

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

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

13.4 Acceptance of Force Majeure Plan. In the event that the Force Majeure Plan is accepted, the proposing party shall proceed to implement the Force Majeure Plan in the form accepted. In the event that (i) the MRC and the Company cannot reach agreement on a Force Majeure Plan; [and (ii) the effect of accepting the Force Majeure Plan would be to increase the Tip Fee by the equivalent of less than 20 percent,] the Company shall proceed to implement the Force Majeure Plan as anticipated therein and the dispute shall be resolved in accordance with Section 14.5.

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13.5 Rejection of Force Majeure Plan. In the event that (i) the MRC and the Company cannot reach agreement on a Force Majeure Plan that was proposed by the Company; and (ii) the effect of accepting the Force Majeure Plan would be to increase the Tip Fee by the equivalent of more than 20 percent, 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.

13.4 Nothing in this article shall relieve the Company from its obligation to comply with any law or regulation or other lawful order.

14. OTHER PROVISIONS

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

14.2 RESERVED

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

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

14.5 Dispute Resolution.

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

(ii) A dispute shall arise when one Party sends a written notice of dispute by certified mail to the other Party. The Parties shall first attempt to resolve the dispute through

informal negotiations in which each party agrees to participate in good faith.

(iii) If the Parties cannot resolve the dispute informally within fourteen (14) days of such written notice, the Parties shall submit the dispute to non-binding mediation by a neutral and otherwise qualified mediator reasonably acceptable to both parties within fourteen (14) days following the expiration of the time period for informal negotiations. In the event that the Parties fail to agree upon a mediator within such 14-day period, either Party may request that a mediator be appointed through the American Arbitration Association in accordance with its commercial arbitration rules. The Parties shall attempt in good faith to resolve the dispute through mediation for a period not to exceed sixty (60) days, unless such time period is modified by written agreement of the Parties. Each Party may decide in its sole discretion whether to participate in mediation beyond the 60 day period or any agreed upon extension.

(iv) In the event that the dispute is not resolved after the end of the period for mediation, 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 one (1) year from the date on which the claim arose, and failure to bring such claim within such one 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.

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

14.6 Notices. All notices, demands, or other writings provided for in this Agreement shall be deemed to have been fully given or made or sent if in writing and either (i) delivered in

person, (ii) sent by recognized overnight courier with acknowledgement of receipt, (iii) sent by certified mail, return receipt requested, or (iv) sent by email, provided a confirmation copy is sent promptly by overnight courier or certified mail, in each case to the following addresses:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows.]

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

MUNICIPAL REVIEW COMMITTEE

By: _____
Name:
Title:

FIBERIGHT, LLC

By: _____
Name:
Title:

LIST OF EXHIBITS

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

REVIEW DRAFT
October 9, 2015
PRELIMINARY DRAFT
FOR DISCUSSION PURPOSES ONLY

Exhibit A
Definition of Acceptable Waste

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

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

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

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"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.

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EXHIBIT B

Delivery Sufficiency Payment

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Exhibit C

Form of Joinder Agreement

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Exhibit D

Form of Site Lease

Exhibit E Delivery Requirements

(will address operating hours, weighing procedures, truck identification, truck condition and cleanliness, Acceptable Waste, unloading and load inspection procedures, etc.)

PROCEDURE

Haulers delivering materials on behalf of member communities should:

- o describe project on gate receipt
- o write driver's name and hauling company on gate receipt
- o submit gate receipt to the City Clerk or other authorized official

Credits are claimed after monthly statements are received by member communities. For further explanation or additional information about how the program works, contact the Agency accounting department.

ENFORCEMENT

Scale house personnel are the point of contact for the hauler and issue gate receipts to drivers. approves community claims for credit and processes payment of invoices.

Exhibit F

Rebate Calculation

[to come]