

**PRELIMINARY DRAFT VERSION of the Master Waste Supply Agreement:  
A Summary of Proposed Terms and Conditions to Facilitate Review and Comment  
Prepared by the Municipal Review Committee, Inc., October 2015**

<i>Section</i>	<i>Description</i>
Parties	Signed by the MRC and Fiberight, LLC
1.0 Term	Initial term is 15 year from the start of commercial operations Fiberight can extend the Agreement three times for 5 years each with 18 months' notice before the end of any term Even if Fiberight wants to extend, MRC can terminate on 9 months' notice if too many Joining Members have terminated Termination is per provisions of the Site Lease
2.0 Definitions	Acceptable Waste and Unacceptable Waste are defined in Exhibit A Key terms include Change in Law and Force Majeure.
3.0 Waste Delivery	MRC will get commitments to deliver at least 150,000 tons per year from Joining Members signing Joining Agreements The MRC will help find MSW during facility start-up, but cannot divert MSW from PERC while those agreements are in effect The MRC is obligated to have 150,000 tons per year delivered, and the MRC (not the Joining Members) is liable for delivery sufficiency payments if there are delivery shortfalls below the 150,000 tons per year.
4.0 Waste Acceptance and Processing	Fiberight will accept MSW and operate in accordance with performance Standards The MRC will ensure compliance with delivery procedures Joining Members will indemnify the MRC and Fiberight for deliveries of Unacceptable Waste Fiberight can bring in other MSW from Maine, but Joining Members have priority access to the Facility. Fiberight cannot bring in out-of-state MSW. After the Commercial Operations Date, Fiberight can bypass MSW that it cannot accept to the Crossroads Landfill. Fiberight gets the usual tip fee and pays for transportation and disposal of bypassed MSW. Before the Commercial Operations Date, if after April 1, 2018, Fiberight can bypass MSW to the Crossroads landfill. Fiberight does not get tip fees and the Joining Members are responsible for tip fees and transportation to the Crossroads Landfill. Fiberight must accept and process what it can.
5.0 Tip Fees and Rebates	The initial tip fee will be \$70 per ton, escalating with CPI-U Joining Members will be invoiced weekly and will pay in 30 days The MRC will manage calculation and payment of rebates per a formula to be determined
6.0 Indemnification	Mutual
7.0 Confidentiality	To the extent reasonable
8.0 Assignment	Company needs MRC consent Fiberight itself must be involved through commercial operation and

	assignment is not allowed unless a qualified successor is offered
9.0 Representations and Warrantees	Standard
10.0 Defaults and terminations	Limited Agreement terminates unless commercial operation is reached by January 1, 2020, as extended by any Excused Delay Period
11.0 Terminations	By mutual agreement only prior to the Financial Close Thereafter only after an Event of Default
12.0	Reserved (for lender benefit provisions if needed)
13.0 Force Majeure	MRC and Company will work together to monitor Changes in Law Obligations can be suspended for a Force Majeure Event if outside the reasonable control of either party per the definition The affected party will develop a Force Majeure Plan regarding impacts on obligations and costs for approval by the other If the Plan is (ultimately) accepted, it goes into effect If rejected, and agreement cannot be reached, then either party can terminate Termination scenarios are per provisions of the Site Lease
14.0 Other	Standard provisions Dispute resolution by non-binding mediation, then arbitration
Signatures	MRC and Fiberight
Exhibit A	Definition of Acceptable Waste - -matches that of PERC, with more detail on Unacceptable Wastes (Hazardous, Flammable, Infectious and Biological Waste)
Exhibit B	Delivery Sufficiency Payments
Exhibit C	Form of Joinder Agreement
Exhibit D	Form of Site lease
Exhibit E	Delivery Requirements
Exhibit F	Rebate Calculation