PRELIMINARY DRAFT VERSION of the Site Lease Agreement:

A Summary of Proposed Terms and Conditions to Facilitate Review and Comment
Prepared by the Municipal Review Committee, Inc., October 2015

Section	Description
Parties	To be signed by the MRC (Landlord) and Fiberight, LLC (Tenant)
1.0 Definitions	Key terms include Change in Law and Force Majeure.
2.0 Description	MRC leases the site to Tenant Lease rights address stormwater management, access road, easements, etc.
3.0 Term	Initial term is 15 year from the start of commercial operations Tenant can extend the Agreement three times for 5 years each with 18 months' notice before the end of any term Even if Tenant wants to extend, MRC can terminate on 9 months' notice if too many Joining Members have terminated, provided that MRC either (a) buys the building from tenant; or (b) sells the property to Tenant, in either case at the prices set forth in Exhibit C.
4.0 Rent, Access and Services	Tenant pays Rent per Exhibit D MRC builds the access road and extends water supply and sewer service Tenant connects to those services on the site and arranges all other services
5.0 Quiet Possession	Tenant has right of quiet enjoyment Tenant will keep tax incentives and environmental attributes that it creates Tenant will keep the site in good condition Tenant will acquire and comply with all permits and licenses. The Landlord can enforce this provision even if the Maine DEP does not act. Tenants will not create nuisances, will provide a means for the public to report nuisances and will respond promptly diligently. The Landlord can enforce this provision. The Landlord has inspection rights The Tenant has 24/7 access rights The Tenant will coordinate with First Responders regarding emergencies
6.0 Facility Development	The Tenant will develop everything but the site and access road and water supply and sewer services, which will be developed by the Landlord The Tenant will allow the Landlord to provide non-binding comments on permit applications and designs The Tenant will provide the Landlord with periodic reports The Tenant will provide the Landlord notice of the Construction Date
7.0 Facility Construction	The Tenant will construct the Facility and cause the Commercial Operation Date to occur by April 1, 2018, subject to stated reasons for delay

	The Landlord will construct the access road and infrastructure by stated dates subject to stated reasons for delay Stated reasons for delay can justify delays in the Commercial Operation Date The Tenant and Landlord will keep an updated construction schedule to monitor delays and impacts on the Commercial Operation Date The Tenant will conduct a Performance Test to demonstrate to the Landlord that it has achieved the Commercial Operation Date.
8.0 Facility operation	The Tenant will operate and maintain the Facility The Tenant will send residual materials to the landfill per the Residuals Agreement The Tenant will keep records of operation, provide reports to the Landlord, and communicate with the community The Landlord will arrange for maintenance of the access road
9.0 Capital Improvements	The Tenant can make Capital Improvements to the Facility The Landlord can review and make non-binding comments on the Capital Improvements The Site Lease and other agreements will be updated if necessary to reflect the improvements
10.0 Assignments; Transfers; Bankruptcy	The Tenant cannot assignment the Site Lease without consent of the Landlord. Fiberight itself must be involved through commercial operation and assignment is not allowed unless a qualified successor is offered Bankruptcy can be a breach of the Site Lease
11.0 Notices	
12.0 Taxes and Assessments	Tenant pays
13.0 Liens	Tenant keeps clear
14.0 Indemnification	Mutual
15.0 Insurance	Adequate amounts required
16.0 Right of First Offer	If the Landlord wants to sell, Tenant has first right to buy
17.0 Force Majeure	MRC and Tenant will work together to monitor Changes in Law and condemnation and avoid adverse actions 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. If MRC terminates, then MRC must either (a) buy the building from tenant; or (b) sell the property to Tenant, in either case at the price set forth in Exhibit C

	If Tenant terminates, it must leave and vacate the premises in 90 days
18.0 Defaults and terminations	Limited and subject to specific performance (a party can get a court to order the other party to comply rather than terminate the Site Lease) Agreement terminates unless commercial operation is reached by January 1, 2020, as extended by any Excused Delay Period
19.0 Reserved	Reserved (for lender benefit provisions if needed)
20.0 Reserved	
21.0 Waiver of Subrogation	
22.0 Memorandum of lease	
23.0 Environmental	Liability for Hazardous Waste clean-up.
24.0 Waiver	
25.0 Dispute resolution	Dispute resolution by non-binding mediation, then arbitration
26.0 Miscellaneous	Standard provisions
Signatures	MRC and Fiberight
Exhibit A	Property
Exhibit B	Facility
Exhibit C	Building and Property Value
Exhibit D	Lease Consideration
Exhibit E	Reporting Requirements
Exhibit F	Form of Memorandum of Lease