

TRUST INDENTURE
HAMPDEN ENVIRONMENTAL TRUST

THIS TRUST INDENTURE ("Indenture") dated as of October 1, 1991 and executed this 19th day of January, 1993 by and between Fleet Bank of Maine, as trustee (the "Institutional Trustee"), the Individual Trustees named below, and the Town of Hampden, a municipal corporation organized under the laws of Maine, as Grantor (the "Grantor" or the "Town");

WITNESSETH:

WHEREAS, Grantor desires to set aside a fund for the benefit of its citizens and protection of the environment of the Town; and

WHEREAS, Grantor has identified certain specific environmental concerns that may require future remediation and also generally desires to preserve and protect the environment in the Town; and

REF 3.a.
AND "AIR &
WATER QUAL
PROTECTION
DEFINITION.

WHEREAS, the Trustees have agreed to serve pursuant to the terms of this instrument.

NOW THEREFORE:

In consideration of these premises and the covenants contained herein, the parties hereto hereby agree as follows:

1. Definitions.

As used in this Indenture, the following terms shall have the following meanings:

"Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time, whether before or after the date hereof.

^{LOC}
"Committee" means the Committee described in Section 19 of the DEP Trust.

SEE 5.6.

"DEP" means the Maine Department of Environmental Protection and any successor agency of the State of Maine responsible for enforcing the laws of the State of Maine with respect to environmental protection.

"DEP Trust" means that certain trust established under the Private Landfill Closure Cost Funding Trust Agreement between

Sawyer Environmental Recovery Facility, Inc., Fleet Bank of Maine, and the DEP dated as of August 29, 1991.

"Fund" means the property held by the Institutional Trustee pursuant to this Indenture.

"Hampden Environmental Trust" means the trust established hereunder.

"Individual Trustees" means MARCIA L.B. SUMMERS, GEORGE W. WEILAND and K. ELIZABETH GIBBS, and their successors appointed pursuant to this Indenture.

"Institutional Trustee" means Fleet Bank of Maine, a banking corporation organized under the laws of the State of Maine and having a place of business at Bangor, Maine, and its successors, whether by merger, consolidation or acquisition of all or substantially all of the trust business of said Fleet Bank of Maine.

"Required Municipal Officers" means a majority in number of the members incumbent from time to time of the Town Council of the Town or a majority of the Municipal Officers (as defined in 30-A M.R.S.A. §2001(10)) of any successor municipal corporation that conforms to the definition of "Town" herein provided, or any authorized agent of the foregoing. For purposes of this Indenture, no person shall be entitled to act as a duly authorized agent for the Required Municipal Officers unless the Trustees shall have been given a written authorization of such agency, signed by the Required Municipal Officers and containing a specimen of the signature of such agent, together with a certificate of the Town Clerk certifying the incumbency of the Councilmen signing such authorization. The Required Municipal Officers may authorize any number of agents to act on their behalf for all or any purposes under this Indenture.

"Town" means the Town of Hampden, Maine, a municipal corporation organized under the laws of the State of Maine, and any successor municipal corporation that succeeds to the municipal authority of the Town with respect to governance of the territory now included within the Town of Hampden.

"Trustees" means the Institutional Trustee and Individual Trustees, and their successors under this Trust.

"Air and Water Quality Protection" means: (A) any measure to provide alternate domestic water supply, air or ground water quality protection or improvement, or protection or improvement of surface waters in the area of Emerson Mill Road, Paper Mill Road, Old Cold Brook Road, Cold Brook Road, or Souadabscook Stream, and (B) the costs of administrative and personnel expenses of the Town

in monitoring and overseeing significant environmental issues affecting the Town.

2. Grant in Trust.

Grantor does hereby convey to Trustees the sum set forth on Schedule A, in cash, together with all other property that may hereafter be deposited in the Fund by the Grantor or any other person, IN TRUST NEVERTHELESS, to be held on the terms and conditions herein stated.

3. Purposes of Trust.

(a) Environmental Protection. The purposes of this Trust are to preserve and protect the environment in the Town of Hampden, including funding such environmental study, testing, protection, preservation, and remediation measures as the Individual Trustees shall, in their discretion, direct; provided, nevertheless, that for a period of thirty (30) years commencing with the date of this Indenture, the Individual Trustees shall direct the use of principal of the Fund solely for Air and Water Quality Protection (as defined herein) in the Town of Hampden. During said thirty-year period, income on the Fund may be used for any purpose set forth above (not limited to Air and Water Quality Protection), and after said thirty-year period, uses of principal need not be restricted to Air and Water Quality Protection. It is the intent of the Grantor that this Trust shall constitute a charitable trust; provided, however, that in the event of any inconsistency between the express purposes of this Trust and the provisions of any law governing charitable trusts, the express purposes of this Trust shall prevail. Pursuant to said purpose, the Trustees shall provide and furnish funds or other property to the Town to fund the purposes of this Trust, as more fully set forth herein.

USE OF FUNDS.
CHARITABLE TRUST

(b) Prohibited Purposes. No substantial part of the activities of this Trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Trust shall not participate or intervene (by the publishing or distribution of statements or otherwise) in any political campaign on behalf of any candidate for public office.

(c) No Private Benefit. This Trust is not organized for profit and no part of the income or assets of the Trust shall be distributable to, or inure to the benefit of, any trustee or employee of the Trust, any governmental official of the Town of Hampden, or any other private individual, except the Trustee shall be authorized to pay reasonable compensation for services rendered to the Trust, and except to the extent that any individual or entity or any resident located in the Town of Hampden may benefit directly or indirectly from measures intended to protect the environment of the Town of Hampden.

4. Duties and Activities of Institutional Trustee.

(a) Exclusive Possession and Investment of Trust Fund. The Institutional Trustee shall have exclusive possession of the Fund prior to distribution thereof pursuant to the terms of this Indenture and shall hold the same, collect income thereon, and shall dispose of such amount or amounts from the principal and income of the Fund, including all thereof, to the Town or persons providing services to the Town, pursuant to the written instructions of the Individual Trustees as more fully provided herein. The Institutional Trustee shall hold, invest, and reinvest the Fund pursuant to the terms of Section 10 hereof.

(b) Payment on Certificates. The Institutional Trustee shall make payments from the Fund pursuant to the instructions of the Individual Trustees set forth in a certificate in the form of Exhibit A attached hereto. The Institutional Trustee shall be entitled to rely absolutely on any such certificate believed by the Institutional Trustee to be genuine, which is delivered to the Institutional Trustee in accordance with this section and shall be under no obligation to investigate the authority of the Individual Trustees to issue or deliver the same. The Institutional Trustee shall likewise be under no obligation to investigate the entitlement or capacity of the persons named therein to receive amounts from the Fund or to see to the application of any amount or amounts paid by the Institutional Trustee pursuant to this section.

(c) Insufficient Funds. In the event the Institutional Trustee at any time receives a certificate directing the payment to one person of an amount in excess of the then total value of the principal and income of the Fund (after reduction thereof for any accrued but unpaid commissions or fees due the Institutional Trustee and amounts due for taxes or otherwise accrued as obligations of the Fund, the Institutional Trustee shall be obligated only to pay to such person the net amount remaining in the Fund after the payment of such commissions or fees or other obligations. In the event the Institutional Trustee at any time receives a certificate directing the payment to more than one person of an aggregate amount in excess of the then total value of the principal and income of the Fund (after reduction thereof for any such commissions or fees), the Institutional Trustee shall so certify to the Individual Trustees prior to making payment with respect to any such certificates. The Individual Trustees shall then certify to the Institutional Trustee the priority of payment of such certificates, and the Institutional Trustee shall comply with the instructions of the Individual Trustees. In no event shall the Institutional Trustee be obligated to satisfy from the Institutional Trustee's own funds any difference between the amount directed in any such certificate to be paid and the net amount remaining in the Fund (after payment of any such commissions or

fees or other obligations) at the time such certificate is received by the Institutional Trustee.

(d) Time for Payment. After receiving any certificate under this section 3, the Institutional Trustee shall have a reasonable time, determined in light of market conditions then prevailing and the nature of the assets in the Fund (but in any event not more than 45 days), to make the payment or payments directed to be made in such certificate. Any payment made by the Institutional Trustee pursuant to any such certificate shall be made by means of a cashier's or treasurer's check, and no payment shall be made in kind.

5. Duties of Individual Trustees.

(a) Use of Fund. The Individual Trustees shall be responsible for determining the appropriate application of principal and income in the Fund to purposes consistent with the express purposes of this Trust. The Individual Trustees shall be authorized, from time to time, to issue certificates to the Institutional Trustee in the form of Exhibit A attached hereto to direct the payment of monies from the Fund. Provided, however, that no monies shall be paid from the Fund unless the Town Clerk shall certify in the form of Exhibit A that the payments proposed by the Individual Trustees have been approved by the Required Municipal Officers. Said monies shall always be payable to the Town of Hampden, unless the Individual Trustees shall have received the written instructions of the Required Municipal Officers to direct payment of funds to persons providing services to the Town consistent with the purposes of this Trust.

(b) Appointment of Individual Trustees. The Individual Trustees named in this Indenture shall serve at the pleasure of the Required Municipal Officers and may be removed at any time by a vote of the Required Municipal Officers. In the case of such removal, the Required Municipal Officers shall certify in writing to the Institutional Trustee the effective date of the removal of an Individual Trustee. If an Individual Trustee shall have resigned or been removed, the Required Municipal Officers shall appoint a replacement trustee. At all times, there shall be three Individual Trustees, one of whom shall be the "Town Member" of the "Committee" as such terms are defined in the DEP Trust.

(c) Persons Disqualified as Individual Trustees. At no time shall the Required Municipal Officers appoint or permit to continue to serve as an Individual Trustee any person who is an employee, agent, attorney, or shareholder of Sawyer Environmental Recovery Facility, Inc., Tom Sawyer, Inc., or any affiliate of either of them nor any agent, employee, attorney or shareholder of any entity or person who is an owner or operator of the Secure Landfill III Facility (as defined in the DEP Trust).

6. Character and Duration of Trust.

(a) Charitable Character Intended. It is intended by the Grantor that this Trust shall constitute a charitable trust permitted under applicable law to be exempt from taxation in whole or in part as a charitable trust under the Code. The Trustees are authorized to employ such agents or attorneys as they shall deem appropriate in their sole discretion to obtain advice with respect to the status of this Trust under the Code and any basis for exemption from taxation of income in the Trust and to compensate such agents or attorneys from the Fund.

CHARITABLE
TRUST

(b) Terminating Events. This Trust shall terminate and the Trustee shall deliver to the Town the remaining balance in the Fund (after deduction of any fees due the Trustee), upon delivery to the Trustee of a certificate signed by the Required Municipal Officers requesting such payment and termination; provided, however, that such certificate shall not be delivered and shall have no effect until the earlier to occur of: (i) forty (40) years after the date hereof, or (ii) 21 years after the death of the last survivor of the University of Maine (Orono) graduating class of 1993.

(c) Non-Termination by Exhaustion. In the event the Institutional Trustee at any time receives a certificate pursuant to section 4 of this Indenture directing the payment of the entire remaining net balance of the Fund but not specifically directing the termination of the Trust created hereunder, such Trust shall remain in full force and effect notwithstanding the payment of all of its assets, it being the intention of the parties hereto that the Institutional Trustee may, subsequent to such payment, receive additional assets to be held pursuant to the terms hereof.

7. Funding of Trust Fund.

(a) Initial Funding. The initial funding of the Trust shall be as provided in section 2 hereof.

(b) Additional Donations. The Trustees are authorized to accept additional donations to the Fund from any person or persons, including the Grantor, provided that such donations shall be made without any condition and shall be used solely for the purposes of this Trust. In the event that the Trustees determine, upon advice of counsel, that donations to this Fund are deductible from federal income taxes pursuant to applicable provisions of the Code, the Trustees are authorized to solicit additional donations from any persons desirous of promoting the purposes of this Trust.

CHARITABLE
TRUST

8. Reports to the Town.

(a) Annually. On or prior to March 31 each year, the Institutional Trustee shall render to Town and the Individual Trustees a report of the assets in the Fund as of the last business

day of February. Such report shall include a statement of all amounts in the Fund on the next preceding statement date and all amounts deposited to, income earned in respect of, and charges to and disbursements from the Fund during the preceding year.

(b) Report of Disbursements. Within 15 days after the end of any calendar month in which the Institutional Trustee shall make any disbursements from the Fund pursuant to certificates issued by the Individual Trustees, the Institutional Trustee shall report to the Town and the Individual Trustees the amount and payee of all such disbursements.

9. Fees and Expenses of Trustee.

The Institutional Trustee shall be entitled to receive reasonable compensation for its services under this Indenture and shall be reimbursed for all costs and expenses of administration of this Trust from the Fund. The Institutional Trustee shall render a quarterly statement to the Town and the Individual Trustees reporting the amount of such compensation, costs and expenses.

10. Investment Management.

(a) Standard of Care. The Institutional Trustee shall observe the standards in dealing with the Fund that would be observed by a prudent person dealing with the property of another, bearing in mind the overriding investment purposes set out in subsection (c) below, and shall bring to bear all special skills and expertise available to the Institutional Trustee as a professional fiduciary.

(b) Restrictions on Investments. Notwithstanding the foregoing or any provision of law, the Institutional Trustee shall only invest assets of the Fund in "Investment Securities" as defined herein. "Investment Securities" shall mean and include any of the following obligations:

(1) direct obligations of or obligations guaranteed by the United States of America;

(2) any bond, debenture, note, participation certificate or other similar obligation of the following agencies: Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Student Loan Marketing Association, Federal Land Banks, Federal Home Loan Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Farmers' Home Administration and Export-Import Bank;

(3) any bond, debenture, note, participation certificate or other similar obligation issued by the Federal National Mortgage Association to the extent such obligations are

guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America other than as provided in (1) hereof;

(4) any other obligation of the United States of America or other federal agencies which may then be purchased with funds belonging to the State of Maine or which are legal investments for savings banks in the State of Maine;

(5) Public Housing Bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America or temporary notes, preliminary loan notes or project notes issued by public agencies or municipalities, in each case, fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(6) direct and general obligations of any state of the United States of America, or any political subdivision thereof, to the payment of the principal and interest on which the full faith and credit of such state or political subdivision is pledged, provided that at the time of their purchase under this Indenture such obligations are rated, without giving effect to the addition of a "plus" to any rating, in either of the two highest rating categories by Moody's Investors Service (if the Bonds are then rated by such rating agency) and Standard & Poor's Corporation (if the Bonds are then rated by such rating agency);

(7) deposits in interest-bearing time or demand deposits, or certificates of deposit, having maturities no greater than 365 days, from institutions with short-term ratings in the highest rating category of either Moody's Investors Service or Standard & Poor's Corporation;

(8) deposits in interest-bearing time or demand deposits, or certificates of deposit, having maturities no greater than three years, from institutions with short-term ratings in the highest rating category of either Moody's Investors Service or Standard & Poor's Corporation, provided, however, that such deposits shall not exceed an aggregate of 50% of the principal of the Trust;

(9) common, commingled or collective trust funds under section 10(d)(vi) hereof, containing only investments otherwise permitted under this section 10(b); and

(10) revenue obligations of any state or political subdivision thereof the interest on which is excludable from

gross income of the owner thereof pursuant to Section 103 of the Code, which obligations are (i) secured by a letter of credit, insurance policy or similar credit support and (ii) rated, without giving effect to the addition of a "plus" to any rating, in either of the two highest rating categories by Moody's Investors Service (if the Bonds are then rated by such rating agency) and Standard & Poor's Corporation (if the Bonds are then rated by such rating agency).

(c) Overriding Purposes. The Institutional Trustee shall invest the assets of the fund in a manner that assures to the greatest possible extent the availability of the assets in liquid form on notice of 30 days or less and also assures the safety of the Fund's principal and the availability of the Fund's assets for a vital public purpose.

(d) General Powers. Subject to the foregoing provisions of this Section the Institutional Trustee shall, during the administration of the Fund, have the following powers with respect to any property constituting a part of the Fund, whether constituting principal or income, and such powers may be exercised by the Institutional Trustee in its discretion without notice to or license from any person, court or other authority:

(i) To sell and convey all or any part of such property, at public or private sale, with or without notice, on such terms and conditions as to credit, security and other matters as the Institutional Trustee may consider appropriate.

(ii) To allocate all receipts and disbursements, in the Institutional Trustee's discretion, between principal and income and to combine principal and income into one account.

(iii) To exercise all options and conversion, subscription, voting and other rights of whatever nature pertaining to such property; to grant or exercise proxies, which proxies may be discretionary and include the power of substitution; to consent to and participate in or to oppose any foreclosure, liquidation, reorganization, merger or other plan or action by any corporation, and in connection therewith to deposit any property with any protective, reorganization or similar committee and to delegate discretionary power to and share the operating cost of such a committee.

(iv) To employ agents, including, without limitation, attorneys, investment advisors, brokers, accountants and custodians, each of whose compensation shall be determined and paid independently of any compensation paid to the Institutional Trustee or to any other such agent and each of whom may be employed regardless of any connection between any such agent and the Institutional Trustee; to delegate to such agents or any of them temporarily or permanently such

discretionary powers for such time as the Institutional Trustee may consider advisable; provided, however, that nothing in this subsection shall be construed to permit any Institutional Trustee to delegate to any other person all of such Institutional Trustee's powers and duties or to permit delegation of any powers and duties of the Institutional Trustee to any Individual Trustee.

(v) To hold any property or cause any property to be held in nominee registration or unregistered, or in the name of the Institutional Trustee, with or without any indication of the fiduciary capacity in which such property is held.

(vi) To transfer from time to time any or all of the assets in the Fund to any common, commingled or collective trust fund created by the Institutional Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein.

(vii) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all instruments that may be necessary or appropriate to carry out the powers herein granted.

(viii) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Institutional Trustee, in its separate corporate capacity, or in any other banking institution, whether or not affiliated with the Institutional Trustee, to the extent insured by an agency of the federal or state government.

(ix) To do all such acts, take all such proceedings and exercise all such rights and privileges, although not specifically herein mentioned, with respect to any property, as if the absolute owner thereof and in connection therewith to make, execute and deliver any instrument and enter into any covenants and agreements which are deemed by the Institutional Trustee to be necessary or advisable.

11. Acceptance of Trust.

The Trustees accept the trust hereby created and agree to perform their duties hereunder. The Trustees shall not be answerable or accountable under any circumstances for any action taken or omitted by the Trustees in good faith in conformity with the standards of care articulated in this Indenture or implied by law.

REF 10.a.

12. Reliance by Trustees.

The Trustees shall incur no liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by them to be genuine and believed by them to be signed by the proper party or parties. For purposes of this instrument, the action of the Required Municipal Officers shall be the action of the Town.

13. Certain Rights of the Institutional Trustee.

No provision of this instrument shall require the Institutional Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers. The Institutional Trustee shall be reimbursed for its costs and expenses in accordance with Sections 9 and 16 hereof.

14. Resignation or Removal of Institutional Trustee; Appointment of Successor.

(a) Resignation and Removal. Any Institutional Trustee serving hereunder may resign at any time without cause by giving at least 30 days prior written notice to the Town. In addition, the Town may at any time remove the Institutional Trustee without cause by an instrument in writing delivered to the Institutional Trustee, such removal to become effective upon the acceptance of appointment by a Qualified Successor Institutional Trustee pursuant to this section. In the case of the resignation or removal of the Institutional Trustee, the Town may appoint a Qualified Successor Institutional Trustee by an instrument signed by the Town and delivered to such successor Institutional Trustee and the resigning or removed Institutional Trustee. For purposes of this Section, the term "Qualified Successor Institutional Trustee" shall mean and refer to a corporation or a national banking association meeting of the following criteria:

(i) Having trust assets under management of not less than \$200,000,000;

(ii) If the proposed Successor Institutional Trustee has issued publicly-traded, unsecured long-term debt, such debt, at the time of its appointment as successor Institutional Trustee, shall be rated "A-1" or better by Moody's Investor Service of New York, New York and "AA" or better by Standard & Poors;

(iii) If such proposed successor Institutional Trustee has not issued publicly-traded unsecured long-term debt rated by the said rating services, said Successor Institutional Trustee shall have (at the time of appointment) assets of at

least \$100,000,000 and capital and surplus of not less than \$25,000,000; and

(iv) The risk-based and primary capital ratios of such proposed successor Institutional Trustee to total assets shall be not less than one hundred and ten percent (110%) of the ratios required as a minimum or (if higher) "target" capital ratios by the federal or state regulator having primary jurisdiction over the safety and soundness of said proposed successor Institutional Trustee. If the proposed Institutional Trustee has both state and federal primary regulators who impose different capital standards, the higher standard shall apply. Notwithstanding the foregoing sentence, on and after December 31, 1992, a Qualified Successor Institutional Trustee shall have a ratio of Tier I Capital to Weighted Risk Assets of 4.00% or more and a ratio of Total Capital to Weighted Risk Assets of 8.00% or more (as the terms "Tier I Capital," "Total Capital," "Primary Capital" and "Weighted Risk Assets" are defined by the Federal Reserve Board, including, without limitation, such definitions as may take effect in 1992 and thereafter under rules already promulgated). If the proposed Qualified Successor Institutional Trustee is a Maine subsidiary of a Bank Holding Company (as defined in the Federal Bank Holding Company Act), then the application of the standard set forth in this subsection (iv) shall be determined with reference to the capital, surplus, and assets of the holding company parent of the proposed Qualified Successor Institutional Trustee.

(b) Qualification of Successor. Any successor Institutional Trustee shall execute and deliver to the Town and the predecessor Institutional Trustee an instrument accepting such appointment, and thereupon such successor Institutional Trustee, without further act, shall become vested with all the estates, properties, rights, powers and duties of the predecessor Institutional Trustee hereunder with like effect as if originally named as the Institutional Trustee herein; but nevertheless upon the written request of such successor Institutional Trustee, such predecessor Institutional Trustee shall execute and deliver an instrument transferring to such successor Institutional Trustee, upon the Trust herein expressed applicable to it, all the estates, properties, rights and powers of such predecessor Institutional Trustee, and such predecessor Institutional Trustee shall duly assign, transfer, deliver and pay over to such successor Institutional Trustee all monies or other property then held by such predecessor Institutional Trustee hereunder.

(c) Merger of Institutional Trustee. Any corporation into which any Institutional Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Institutional Trustee shall be a party, or any corporation to which substantially all the business of the

Institutional Trustee may be transferred, shall succeed to all the rights, powers, and duties of the original Institutional Trustee under this instrument, without further act. Provided, however, that the Institutional Trustee shall, within a reasonable time after such merger or consolidation, report to the Town whether the financial condition of such successor entity meets the requirements of a Qualified Successor Institutional Trustee, and, if it does not, the Town shall proceed under subsection 14(d) to appoint a successor Institutional trustee that is a Qualified Successor Institutional Trustee.

(d) Removal of Institutional Trustee. If the financial condition of the Institutional Trustee or any successor Institutional Trustee shall at any time fail to meet the requirements of a Qualified Successor Institutional Trustee as set forth above, the Town shall remove the Institutional Trustee or successor Institutional Trustee by an instrument in writing, delivered to the Institutional Trustee or successor Institutional Trustee, which instrument appoints a Qualified Successor Institutional Trustee, such removal to become effective upon the acceptance of employment by a Qualified Successor Institutional Trustee pursuant to this section.

15. Spendthrift Provision.

The interest of each beneficiary in the income or principal of the trust established under this instrument shall be free from control or interference of any creditor of a beneficiary or any other person and shall not be subject to attachment or susceptible of anticipation or alienation.

16. Taxes and Expenses.

All fees and expenses of the ^{Institutional} Trustee shall be paid as provided in section 9 hereof. All brokerage, transaction, and other expenses of investments of the Fund shall be paid and collected by the ^{Trustee} Trustee from the Fund. In the event that any governmental authority shall assess any tax upon or with respect to the income or assets of the Fund, whether assessed to the Town, any individual or entity residing or located therein, or to any other person, the Institutional Trustee shall pay such taxes from the Fund. } CHARITABLE TRUST

Under no circumstances shall ^{Institutional} Trustee be personally liable with respect to any taxes assessed against the Fund or income thereon.

17. Miscellaneous.

(a) Bond. No bond for the faithful performance of the Trustees' duties shall be required of the Trustees or, if any such bond is required by law, no Trustees shall be required to furnish any surety thereon.

(b) Duty to Inquire. No one dealing with the Trustees need inquire concerning the validity of anything the Trustees may purport to do or need see to the application of any money paid or any property transferred to or upon the Trustees' order.

(c) Maine Law. The validity and effect of this instrument and the trust hereby created shall be governed by and this instrument shall be construed in accordance with the internal laws of the State of Maine.

(d) Notices. Any notice, certificate, or other item required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, if mailed by first class mail, return receipt requested, postage prepaid, or if sent by prepaid telegram or telefax and addressed as follows:

(i) If to the Individual Trustees:

Trustees under Indenture Dated 10/1/91
c/o Town of Hampden
106 Western Avenue
Hampden, Maine 04444

(ii) If to the Town:

Town of Hampden
Att: Town Manager
106 Western Avenue
Hampden, Maine 04444

(iii) If to the Institutional Trustee:

Fleet Bank of Maine
Att: Michael Marcinkus
Fleet Center, Exchange Street
P.O. Box 923
Bangor, Maine 04402

Addresses may be changed only by notice in writing to the other parties.

(e) Integrated Agreement. This Trust Indenture embodies the entire Agreement and understanding of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Trust Indenture is subject to and supplemented by the provisions of applicable law referred to herein. This Trust Indenture shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(f) Section Headings. The section headings used in this Indenture are for convenience of reference only and shall not be construed as a part of the text hereof.

(g) Expenses of Individual Trustees. The expenses of the Individual Trustees and a reasonable annual fee for their services determined by the Town shall be paid from the Fund.

(h) Exculpatory Provision. No person serving as an Individual Trustee shall at any time be held liable to anyone for any action taken or not taken, or for the failure of the Fund to be sufficient to complete the purposes for which this Trust is established, whether due to an error in judgment or otherwise, when the Trustee has exercised good faith and ordinary diligence in the exercise of the Trustee's duties. Said Trustees shall be indemnified by the Trust property against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such Trustee in connection with any proceeding to which such Trustee may become a party, or in which such Trustee may become involved, by reason of such Trustee being or having been a Trustee, or any settlement thereof, whether or not such Trustee is a Trustee at the time such expenses are incurred. Such indemnity shall include, without limitation, any expenses or liabilities arising under or alleged to arise under the federal Resource Conservation and Recovery Act, the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the federal Superfund Amendments and Reauthorization Act of 1986, the federal Solid Waste Disposal Act, or any other federal or Maine State law, regulation, or ordinance relating to environmental protection or remediation.

18. Amendments.

(a) By Town Council. Except as otherwise provided herein, this instrument may be amended by a majority vote of the Municipal Officers (as defined in 30-A M.R.S.A. § 2001(10)), of the Town of Hampden; provided, however, that no such Amendment may modify the express purposes of this Trust.

(b) By Trustees. In the event that this Trust at any time fails or ceases to qualify as an organization described in sections 170(c)(2), 501(c) and 2055(a) of the Code, the Trustees, acting alone, may adopt and implement such amendments to the terms hereof as may be necessary to cause it to so qualify; provided, nevertheless, that no such amendment may modify the express purposes of this Trust or the power of the Trustees to expend the Fund for such purposes.

CHARITABLE TRUST

IN WITNESS WHEREOF, the Grantor, the Institutional Trustee and the Individual Trustees have executed this instrument as of the date above first written.

TRUSTEE:

Fleet Bank of MAINE

By: Michael J. Gaucenko
Its CAR

TOWN OF HAMPDEN

By: William Romano
Mayor

INDIVIDUAL TRUSTEES:

Maicia Summers

George L. DeSilva

K. Gabriel Lillis

CERTIFICATE OF TOWN CLERK

The undersigned DOES HEREBY CERTIFY:

1. That he/she is the duly elected and incumbent Clerk of the Town of Hampden, Maine.

2. That execution and delivery of the foregoing Trust Indenture was duly approved by a majority of the members of the Town Council of the Town of Hampden on January 19, 1993, present and voting at a meeting duly called and upon appropriate notice to the public, all in accordance with the applicable ordinances of the Town of Hampden.

3. That the foregoing Trust Indenture was duly executed and delivered by the duly elected and incumbent Mayor of the Town of Hampden, in accordance with the directions of the above-referenced majority of the Town Council.

Paula M. Newcomb

Print Name: Paula M. Newcomb
Clerk, Town of Hampden

[RPH5626]

EXHIBIT A
FORM OF CERTIFICATE OF TOWN

[Name and Address of Institutional Trustee]

Re: Demand for Funds Pursuant to Trust Indenture Dated As of October 1, 1991 between Town of Hampden, as Grantor and [name of Trustee], as Institutional Trustee (the "Trust Indenture")

Gentlepersons:

This certificate is provided to you pursuant to the above-referenced Trust Indenture. Capitalized terms used herein without definition shall have the meaning set forth in the Trust Indenture.

The undersigned do hereby certify:

1. That they are the Individual Trustees of the Trust.
2. The Individual Trustees have approved use of property held in the Fund for purposes set forth in the Trust Indenture, in the amount set forth below.
3. You are hereby directed pay to _____ the sum of \$_____.

INDIVIDUAL TRUSTEES

CERTIFICATE OF TOWN CLERK

The undersigned DOES HEREBY CERTIFY:

1. That he/she is the duly appointed and incumbent Clerk of the Town of Hampden, Maine.
2. That the foregoing certificate of the Individual Trustees was duly approved by a majority of the members of the Town Council of the Town of Hampden on _____, _____.

Printed Name: _____

Clerk, Town of Hampden

cc: Town of Hampden

SCHEDULE A TO TRUST AGREEMENT

1. Description of Facility

The Facility consists of the areas designated as "Secure III" and "Conventional" on the plan attached hereto as Appendix A.

(Closure-Related Monitoring and Maintenance)

2. Closure and CRMM Costs

Such costs are set forth in two attached "Summaries" and detailed in the accompanying "Breakdown."

[RPH3791]

SCHEDULE A-1

SUMMARY OF CLOSURE COSTS

Prepared by: Civil Engineering Services, Inc.

Bever 989-4824

SERF Closure
Quantity and Cost Estimates

FINAL SITE CLOSURE 1996

Item	Unit	Quantity	Unit \$	Cost
CLAY CAP SIDE SLOPES	cu yds	1,705	\$6.50	\$11,080.00
TOPSOIL SIDESLOPES	cu yds	426	5.00	2,130.00
CLAY LINER TOP	cu yds	12,170	6.50	79,105.00
HDPE 60 MIL LINER	sq ft	313,631	0.70	219,542.00
DRAINAGE SAND	cu yds	11,616	8.00	92,928.00
TOP AREA TOPSOIL	cu yds	34,422	5.00	172,110.00
SEEDING	1000 sq ft	314	28.00	8,782.00
EROSION CONTROL	EA	1	1000.00	<u>1,000.00</u>

Subtotal	\$586,677.00
Contingency 10%	58,723.00
Construction Engineering Services	<u>50,000.00</u>

Total Costs

PROJECT #1: SITE CLOSURE	Total	<u>\$695,400.00</u>
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[RPH3791]

SCHEDULE A-2

SUMMARY OF CRMM COSTS

Prepared by: Sevee, & Maher Engineers, Inc.

A. Leachate Collection and Disposal

1. Electricity - Pump Station
\$250/year x 30 years \$7,500
2. Disposal at Treatment Plant*
1,421,000 gal/year @ \$.01: \$14,200/year
\$14,200 x 30 \$426,000

*assumes pre-closure connection
to public wastewater system

\$433,500

B. Water Quality and Methane Gas Monitoring

1. Year 1-5
- (a) Quarterly collection of samples
14 wells, 5 surface: \$10,000/year
- (b) One compliance[?] and three detection[?]
analyses: \$40,750/year
- 5 years x \$50,750 \$253,750
2. Years 6-10
- (a) Quarterly collection of samples
8 wells, 4 surface: \$9,000/year
- (b) Quarterly detection analyses:
\$14,280/year
- 5 years x \$23,280 \$116,400
3. Years 11-30
- (a) Semi-Annual collection
8 wells, 4 surface: \$4,500/year
- (b) Semi-Annual detection analyses:
\$7,140/year
- 20 years x \$11,600 \$232,000

4.	Annual Data Compilation and Report to DEP: \$4,000	
	30 years x \$4,000	\$120,000
5.	Quarterly Leachate Quality Monitoring: \$4,800/year	
	30 x \$4,800	\$144,000
		<hr/>
		\$866,150

C. Inspection of Landfill

1.	Monthly Site Walkovers and Letter Report: \$4,500/year	
	30 x \$4,500	\$135,000

D. Landfill Maintenance Costs

1.	Cover maintenance including annual mowing and erosion repairs \$6,500	
2.	Pump station and leachate collection and detection and perimeter trench - annual \$7,700	
3.	General site maintenance, i.e. snow plowing - annual \$3,000	
	Sub-total annual maintenance \$17,200	
	30 years x \$17,200	\$516,000

GRAND TOTAL CRMM COSTS	<hr/>
	<u>\$1,950,650</u>

[RPH3791]

ANNUAL LONG-TERM CLOSURE CARE COSTS

Years 1-5	\$95,700
Years 6-10	\$68,230
Years 11-30	\$56,550

INITIAL PER UNIT CONTRIBUTION:

Initial Closure Estimate:	\$ 695,400.00
CRMM Costs:	<u>1,950,650.00</u>
	\$2,646,050.00

divided by 450,000 ton capacity
equals \$5.8801/ton

[RPH3791]

SERF LANDFILL CLOSURE
BREAKDOWN OF CRMM COSTS

A. LEACHATE COLLECTION AND DISPOSAL

A.1 Pumping Costs: Assume electrical cost to run pumps at \$250/yr

A.2 Disposal Costs: Assume \$0.01 per gallon based on estimated disposal costs for leachate at the Bangor Treatment Plant. Total volume of leachate 1,421,000 gallons per year, 468,000 gallons from Deep Ditch, 935,000 gallons from perimeter drain.

B. POST-CLOSURE WATER QUALITY AND METHANE GAS MONITORING

B.1(a) Cost to sample 14 wells and 5 surface water points: Monitoring wells Bed-5, Bed-7, 642, 642A, 623, 623A, 641, Bed-6, 202, 902, 906A, 906B, 909A, 909B; surface water points Su, Suu, Sd, sediment ponds south and north of the landfill

B.1(b) Cost to analyze 19 groundwater and surface water samples and 5 quality assurance/quality control samples for 4 quarters per year.

For three quarters, samples will be analyzed for detection monitoring parameters. For one quarter, the samples will be analyzed for the compliance monitoring parameters.

B.2(a) Cost to sample 8 wells and 4 surface water samples to be identified in the future (4 samples/year/source).

B.2(b) Cost to analyze 8 groundwater and 4 surface water samples and 5 quality assurance/quality control samples four times per year for the detection monitoring parameters.

B.3(a) Semi-annual sampling cost 8 wells and 4 surface.

B.3(b) Semi-annual detection analysis 8 groundwater and 4 surface water and 5 quality assurance/quality control samples.

B.3 Cost to monitor wells and vents for methane gas:

The monitoring of the wells and vents for methane gas will be done at the same time as the water quality sampling. Therefore, no additional expense will be incurred.

B.4 Cost to compile data and report to MDEP:

Cost includes compiling water quality data each quarter and preparing a transmittal letter to accompany data to MDEP. Cost also includes a summary report to be prepared once per year that evaluates the data completed during statistical analysis. Assume 55 hrs/year at \$60/hr.

B.5 Cost to monitor leachate quality/quantity.

Cost includes the analysis of one leachate sample each quarter for the compliance monitoring parameters at \$1200/sample, as defined in the post-closure monitoring plan.

C. LANDFILL INSPECTION

C.1 Monthly site visits.

Cost includes \$375 per month for site visit by an environmental consultant and generation of a trip report.

D. LANDFILL MAINTENANCE COSTS

D.1 Cover maintenance:

Cost includes money for repair of landfill cover due to soil erosion and annual mowing of cover vegetation. Cover maintenance expense assumes a 3-man crew for 4 days per year, plus equipment and material. Mowing expense includes personnel and equipment for 12 hrs/year.

D.2 Pump station, leachate collection, detection, and perimeter drain maintenance:

Cost includes weekly inspection of pump station and leachate collection system; four days per year of pump station maintenance, including replacing 1 leachate pump and 1 perimeter drain pump every 10 years; and a once every other year cleaning of the perimeter drain, leachate collection drain, and leak detection piping.

D.3 General Site Maintenance:

Cost includes a lump sum of \$3,000/yr for snow plowing around the facility to provide access to the pump station.

CHATELAIN STATION

MANHOLE #2

MANHOLE #2

120

130

MID-SLOPE TERRACE

PERIMETER WHEN
SLOPE WAS
THE SAME

PROPERTY LINE

A

B

A = SECURE LANDFILL III

B = CONVENTIONAL LANDFILL

CLEAN OUT #1

CLEAN OUT #4

CLEAN OUT #5

CLEAN OUT #6

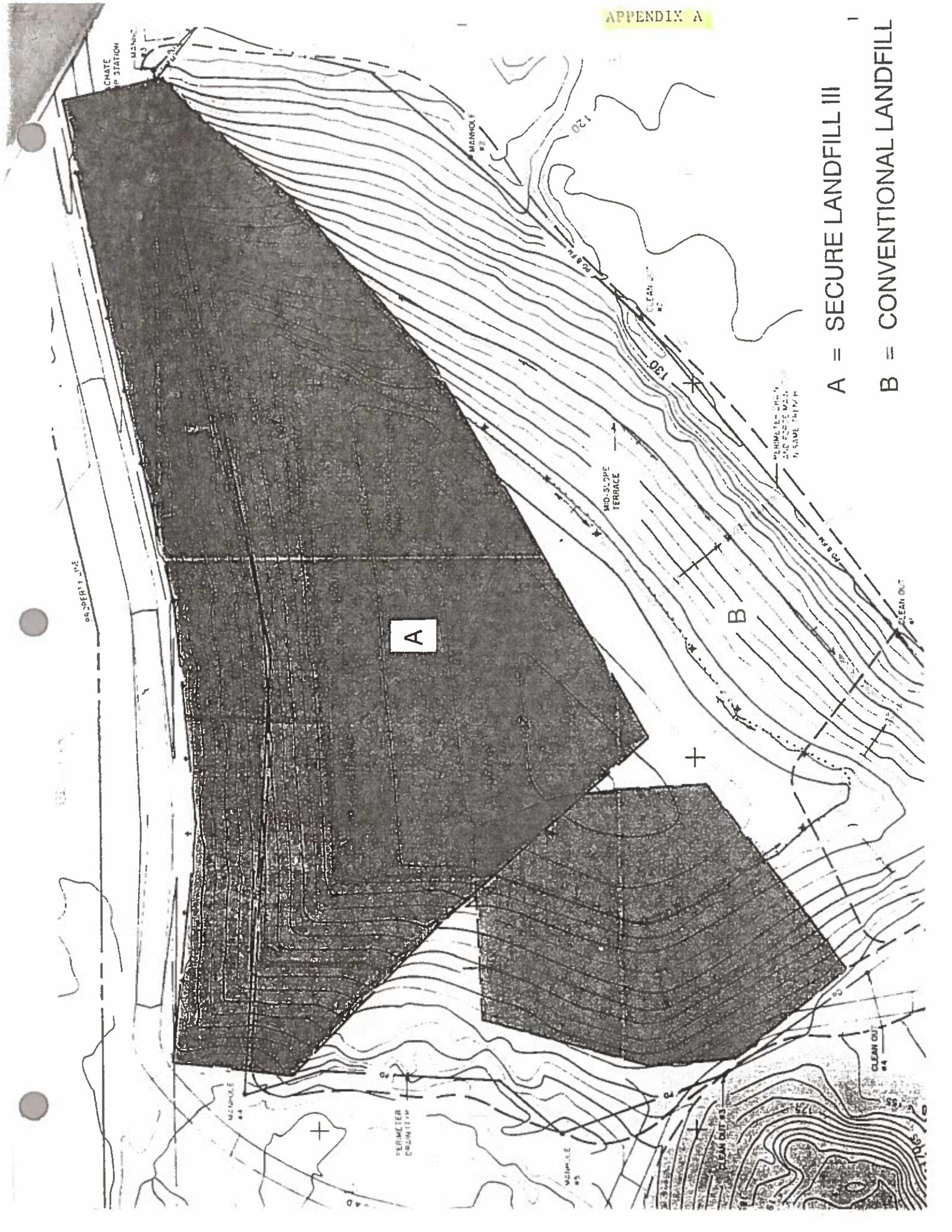
PERIMETER
CRIMINAL

MANHOLE #5

MANHOLE #6

MANHOLE #7

MANHOLE #8



FIRST AMENDMENT TO TRUST INDENTURE

HAMPDEN ENVIRONMENTAL TRUST

THIS FIRST AMENDMENT TO THE TRUST INDENTURE dated as of October 1, 1991 and executed on January 19, 1993 is executed on the 2nd day of May, 1994, by the undersigned Municipal Officers of the Town of Hampden.

RECITALS

A. The Institutional Trustee, Individual Trustees, and Town entered into the above-referenced Trust Indenture for the protection of the environment of the Town of Hampden.

B. Section 18(a) of said Trust Indenture authorizes the Municipal Officers to amend the Trust by a majority vote, except for any amendment which modifies the express purposes of the Trust.

C. The Municipal Officers are desirous of amending Section 10(b) of the Trust to permit all investments allowed to municipalities by state law.

NOW, THEREFORE, the undersigned, being a majority of the duly elected and qualified Municipal Officers of the Town of Hampden, hereby amend Section 10(b) of the Trust Indenture by adopting the following provision as Section 10(b)(11) thereof:

(11) any other investments authorized by 30-A M.R.S.A. §§5706-5716, as may be amended from time to time.

IN WITNESS WHEREOF, the undersigned Municipal Officers of the Town of Hampden have executed this instrument as of the date above first written.

WITNESS(ES)

MUNICIPAL OFFICERS

Thomas A. Russell

William J. Thomas

to all

Thomas A. Russell

John C. [Signature]

~~Arthur Blanes~~

William J. Katalie

Donald C. Kuth

Harold F. McClure