



Town of Brunswick, Maine

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT

85 UNION STREET

BRUNSWICK, MAINE 04011-1583

TELEPHONE 207-725-6660

FAX 207-725-6663

BRUNSWICK PLANNING BOARD CONTRACT ZONING APPLICATION PACKET

This Packet Includes:

- I. Summary of Review Applicability and Process
- II. Application Form
- III. Checklist

Note that this review process summary and the submission checklist are provided only as a ready reference for your convenience. For a complete reading of the provisions governing development review in Brunswick, the applicant must refer to the Brunswick Zoning Ordinance, available online at www.brunswickme.org.

General

Occasionally, traditional zoning methods and procedures such as variances, conditional use permits, and alterations to the zone boundaries are inadequate to promote desirable development. In these special situations, more flexible and adaptable zoning methods are needed to permit differing land uses in both developed and undeveloped areas, to promote development that will be to the public's benefit, and at the same time recognize the effects of change. In consideration of a change in zoning classification for a particular property or group of properties, it may be determined that public necessity, convenience, or the general welfare require that provisions be made to impose certain limitations or restrictions on the use or development of the property. Such conditions are deemed necessary to protect the best interests of the property owner, the surrounding property owners and the neighborhood, all other property owners and citizens of the town, and to secure appropriate development consistent with the town's comprehensive plan

Review Procedure

1. Applications for Contract Zoning shall include those materials as listed in the attached requirements for Contract Zoning showing that the application satisfies the standards in Subsection 5.2.13.C (Application Contents) listed below.
2. When an application is filed, a public hearing will be scheduled in accordance with Subsection 5.1.3.B (Notice Provided). Notification of the Public Hearing will be provided by the Town to all property owners within 300 feet of the affected property.
3. After the public hearing, the planning board shall provide an advisory recommendation on the request for contract zoning to the town council. Before forwarding its recommendation to the town council, the planning board shall make a finding on each of the three factors in this subsection. A favorable recommendation to the council requires a positive finding on all three factors. If the planning board makes a negative finding on any of the factors, its recommendation shall be negative. The planning board shall base its recommendation on whether the proposed rezoning:
 - a. Is consistent with the comprehensive plan;
 - b. Is consistent with, but not limited to, the existing uses and allowed uses within the original zone; and
 - c. is subject to conditions sufficient to achieve the purposes described in 5.1.13.A.
4. The town council shall act on the request for contract zoning following the procedures of Section 210 of the Brunswick Town Charter for enactment of ordinances. The council may begin its review of the request for contract zoning at any time, but may not hold its public hearing until the planning board has held its public hearing under 5.1.13.D, and the council shall not take final action on the request for contract zoning until the council has received the recommendation of the planning board under 5.1.13 F.

Criteria for Approval

A request for contract zoning shall include a written petition to the planning board requesting a rezoning, including the following:

1. Evidence of right, title or interest in the property;
2. A plot plan showing the boundaries of the parcel and its dimensions, as well as the existing and proposed buildings and structures;
3. A plan showing the location of existing streets and driveways within 200 feet of the property;
4. A detailed statement of the proposed use of the property and the precise zoning change requested (which may be contained in a draft contract zoning agreement);
5. A statement explaining how it is consistent with the comprehensive plan and permitted and existing uses within the original zone.

6. A statement setting forth the conditions or restrictions that the applicant proposes. The planning board may propose additional conditions or restrictions.

APPLICABLE FEES

Application Fee: \$500

DRAFT

**CONTRACT ZONING
APPLICATION**

1. Project Name: Brunswick AD Upgrade Project

2. Project Applicant
Name: Dana Husnay
Address: 3711 Kennett Pike Suite 212
Wilmington, DE 19807
Phone Number: 302-544-0089
Email: dana.husnay@viridirng.com

4. Property Owner (if different than applicant)
Name: Daniel Stevenson
Address: 15 Terminal Rd
Brunswick, ME 04011
Phone Number: 207-798-6512 x203
Email: daniels@mrta.us

5. Authorized Representative
Name: _____
Address: _____

Phone Number: _____
Email: _____

6. List of Design Consultants. Indicate the registration number, address and phone number, email for any additional project engineers, surveyors, architects, landscape architects or planners:
 1. See attached list as Exhibit B.
 2. _____
 3. _____

7. Physical Location of Property: 27 Bioenergy Way, Brunswick, ME 04011

8. Lot Size: 3.47 ac. lease lot area

9. Current Zoning District: GA

10. Overlay Zoning District(s): None Identified

11. Indicate the interest of the applicant in the property and abutting property. For example, is the applicant the owner of the property and abutting property? If not, who owns the property subject to this application?

The applicant holds a lease on the site. The lease site owner is MRRA who also owns the abutting land to the site.

12. Assessor's Tax Map 40-2 Lot Number 02 of subject property.

13. Brief description of proposed zoning: Proposing to upgrade the existing anaerobic digester facility, add an additional digester, and install enclosed building for odor control for biosolids deliveries and residuals hauling. Propose to zone this site as GI

Property Owner Signature:

Date: _____

Property Owner Name (Printed):

Applicant Signature (*if different*):

Date: _____

Applicant Name (Printed)

REQUIREMENTS FOR CONTRACT ZONING APPLICATION SUBMITTAL Please mark box with one of the following: “W” (Waiver); “P” (Pending); “X” (Submitted) or “N/A” (Not applicable)		
General	Application form and fee	
	Name of Contract Zone	X
	Location map	
	Names of current owner(s) of subject parcel and abutting parcels	X
	Names of engineer and surveyor; and professional registration numbers of those who prepared the plan	X
	Documentation of Right, Title and Interest	X
	A plot plan showing the boundaries of the parcel and its dimensions, as well as the existing and proposed buildings and structures;	X
	A plan showing the location of existing streets and driveways within 200 feet of the property;	X
	A detailed statement of the proposed use of the property and the precise zoning change requested (which may be contained in a draft contract zoning agreement);	X
	A statement explaining how it is consistent with the comprehensive plan and permitted and existing uses within the original zone.	X
A statement setting forth the conditions or restrictions that the applicant proposes. The planning board may propose additional conditions or restrictions.	X	

GROUND LEASE

THIS AGREEMENT OF GROUND LEASE "Ground Lease" or "Lease"), dated as of March 14, 2014, is made by and between the **MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**, a body corporate and politic and a public instrumentality of the State of Maine ("Landlord"), and **VILLAGE GREEN BRUNSWICK LANDING, LLC**, a Maine limited liability company ("Tenant").

1. Lease of the Property. Upon and subject to the terms and conditions hereof, Landlord hereby leases to Tenant that certain land located in Brunswick, Maine, on a parcel of land shown in Exhibit A-1 (the "Land") as more particularly described by the survey description in Exhibit A-2, together with sufficient rights and easements, in common with others, for vehicular and pedestrian access over direct, useful and convenient roads, utility services, stormwater drain connection, stormwater access and drainage rights (together with the Additional Lease Area (Tenant-Owned Utilities the Additional Lease Area (Public Utilities) and the Additional Lease Area (Access) (all as hereinafter defined), the "Property") as further provided herein and as further shown in the locations and configurations depicted and described on the attached Exhibits A-1 and A-2. Landlord's title to the Property is subject to the matters, and the Property is leased subject to the matters, listed on Exhibit A-3. To the extent owned or controlled by Landlord, Landlord shall maintain the common roads, grounds and utility systems presently serving the Property which are located on the complex commonly known as Brunswick Landing in a commercially reasonable manner. The area of the Land, measured by square footage, shall be determined by survey (the "Land's Square Footage"). Landlord further grants to Tenant the right to grant over the Property such utility, access, or other rights and easements (limited to the term hereof) as may be necessary for Tenant's development of the Property, and/or Landlord agrees, upon Tenant's request, to execute any documents necessary to evidence, grant, or confirm such further utility, access or other rights of record for the benefit of Tenant's development of the Land as Tenant may require from time to time. Upon request by Tenant Landlord shall secure and present evidence of such consents or permission as is necessary for Tenant's access rights over any adjoining parcels to the nearest public way, over a route agreed by Landlord and Tenant, as are necessary for Tenant's access rights to be insured under a leasehold title insurance policy.

The improvements situated on the Property as of the date hereof, along with any improvements made hereafter, including any constructed by Tenant or at Tenant's direction, are hereinafter referred to as the "Improvements." From and after the date hereof and continuing until the expiration or sooner termination of this Lease, the Tenant shall own the Improvements and shall have the right to remove the same upon the expiration or sooner termination of this Lease. Upon the expiration or sooner termination of this Lease, any Improvements that shall not be removed by Tenant shall be deemed to be the property of Landlord, provided, however, that Tenant shall, except as otherwise specifically provided in this Ground Lease, be obligated to return the Property without Improvements (other than non-severable infrastructure improvements affixed to the real estate, including but not limited to subsurface improvements and utilities and/or stormwater drainage facilities). At the expiration or earlier termination of this Ground Lease, Tenant shall return all portions of the Property above-grade level in its original condition as on the date of this Ground Lease except (i) for non-severable infrastructure improvements affixed to the real estate, including but not limited to subsurface improvements and utilities and/or stormwater drainage facilities) and (ii) such other Improvements then in a condition reasonably susceptible to use by another party as approved in writing by Landlord prior to the expiration or earlier termination of this Ground Lease.

1-A. Additional Lease Area (Tenant-Owned Utilities). Upon and subject to the further terms and conditions hereof, Landlord hereby further leases to Tenant the non-exclusive use in common with others of that certain land located in Brunswick, Maine, shown in Exhibit A-1 (the "Additional Lease Area (Tenant-Owned Utilities)") as more particularly described by the survey description in Exhibit A-2, together with sufficient rights and easements, in common with others, for vehicular and pedestrian access by personnel, vehicles and equipment over direct, useful and convenient roads, all for the limited purpose of installing, constructing, locating, operating and maintaining (including repairs and replacements from time to time) the following Tenant-owned equipment by Tenant at Tenant's expense: 1) a sewer force main and 2) an electric grid data acquisition and communications system (together the "Tenant-Owned Utilities"). During the Term hereof (as the same may be extended or renewed from time to time) Landlord shall have no obligation to repair or maintain the Tenant-Owned Utilities, nor shall Landlord have any right to grant to others any further use rights of any kind in and to the Tenant-Owned Utilities. Upon the expiration or earlier termination hereof, the Tenant-Owned Utilities shall (unless removed by Tenant upon move-out or termination of this Ground Lease) automatically become the property of Landlord, but until such time they shall be and remain the sole property of the Tenant. To the extent owned or controlled by Landlord, however, Landlord may and shall maintain the common roads, grounds and utility systems serving the Additional Lease Area (Tenant-Owned Utilities) which are located on the complex commonly known as Brunswick Landing in a commercially reasonable manner, provided, however, that Landlord may relocate or replace such roads, grounds and systems in any commercial reasonable manner. There shall be no Rent payable for the Additional Lease Area (Tenant-Owned Utilities) and it shall be included in this Lease as a portion of the Property for all purposes other than the obligation to pay Rent and in any calculations of square footage.

1-B. Additional Lease Area (Public Utilities). Upon and subject to the further terms and conditions hereof, Landlord hereby further leases to Tenant the non-exclusive use in common with others of that certain land located in Brunswick, Maine, shown in Exhibit A-1 (the "Additional Lease Area (Public Utilities)") as more particularly described by the survey description in Exhibit A-2, together with sufficient rights and easements, in common with others, for vehicular and pedestrian access over direct, useful and convenient roads, all for the limited purpose of installing, constructing, operating and maintaining such overhead or underground electric, natural gas, sewer, and water supply connections in the approximate locations shown and/or described on Exhibits A-1 and A-2 (together the "Public Utilities"). Once installed by Tenant, Landlord shall be deemed to own and shall maintain the Public Utilities (except natural gas which shall be owned by Maine Natural Gas) and may grant the further use thereof to others in common with Tenant in any manner consistent with good utility practice. Tenant shall pay any fees and charges imposed by Maine Natural Gas in connection with the installation of the natural gas utilities and the transfer of ownership of any property by Tenant to Maine Natural Gas. To the extent owned or controlled by Landlord, Landlord shall also maintain the common roads, grounds and utility systems serving the Additional Lease Area (Public Utilities) which are located on the complex commonly known as Brunswick Landing in a commercially reasonable manner, provided, however, that Landlord may relocate or replace such roads, grounds and systems in any commercial reasonable manner. There shall be no Rent payable for the Additional Lease Area (Public Utilities) and it shall be included in this Lease as a portion of the Property for all purposes other than the obligation to pay Rent and in any calculations of square footage. Notwithstanding Landlord's ownership of the Public Utilities following installation thereof, in the event that at any point in future the Public Utilities shall generate, qualify for or become eligible for funds related to the recapture, rebate, or refund of any expenses paid by Tenant in the initial extension or installation of the Public Utilities infrastructure leading to or through the Property (including the Additional Lease Area (Public Utilities), all such funds shall be payable to Tenant or (if received in the name of Landlord) paid to Tenant.

1-C. Additional Lease Area (Access). Upon and subject to the further terms and conditions hereof, Landlord hereby further leases to Tenant the non-exclusive use in common with others of that certain land located in Brunswick, Maine, shown in Exhibit A-1 (the "Additional Lease Area (Access)") as more particularly described by the survey description in Exhibit A-2, together with sufficient rights and easements, in common with others, for vehicular and pedestrian access over direct, useful and convenient roads, all for the purpose of accessing the Property described and/or shown on Exhibits A-1 and A-2 provided, however, that Landlord may (at Landlord's expense and with reasonable efforts to avoid disruption of Tenant's business) relocate or replace such roads, grounds and systems in any commercial reasonable manner. There shall be no Rent payable for the Additional Lease Area (Access) and it shall be included in this Lease as a portion of the Property for all purposes other than the obligation to pay Rent and in any calculations of square footage. Tenant shall have the right to improve and surface the Additional Lease Area (Access) with roadways, and to install such drainage structures and related infrastructure as may be needed from time to time within Tenant's sole discretion.

2. Rent. Tenant shall pay rent to Landlord equal to the product of Twenty-Five Cents (\$0.25) multiplied the Land's Square Footage per year for the first year of the Term (the "Base Rent"), payable in twelve equal monthly installments on or before the first day of each month of the term. The rent for the first and last calendar months in which rent is due shall be pro-rated.

For each subsequent year of the Term, beginning with the monthly payment due on the first day of the calendar month following the anniversary of the date of this Ground Lease, the Base Rent shall increase by the lower of the change in the CPI (as defined below) over the preceding year, or three percent (3%) above the amount due for the immediately preceding year of the Term.

No payment by Tenant or receipt by Landlord of a lesser amount than the periodic installments of Base Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Base Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such Base Rent or to pursue any other rights and remedies provided in this Lease.

3. Term and Renewal Term.

(a) The term ("Term") of this Lease shall be fifteen (15) years, commencing on the date hereof.

(b) Landlord hereby grants to Tenant the right, exercisable at Tenant's option only if the Tenant is not in default beyond applicable grace or cure periods at the time of exercise, to renew the term of this Lease, for one (1) additional consecutive fifteen (15) year terms (the "Renewal Term"). Tenant's right of renewal granted hereby (i) may be exercised by Tenant solely as to the entirety of the Property, and not as to any portion thereof, and (ii) may be exercised by Tenant and any permitted assignee or transferee.

(c) The Base Rent for the first year of the Renewal Term shall be the lesser of (i) one hundred three percent (103%) of the Base Rent for the final year of the initial Term or (b) the Base Rent for the first year of the initial Term increased by the change in the CPI (as hereinafter defined) from the date of this Ground Lease through the commencement date of the Renewal Term. For each subsequent year of the Renewal Term, beginning with the payment due on the first anniversary of the first day of the Renewal Term, the Base Rent

shall increase by three percent (3%) above the amount due for the immediately preceding year of the Term. For purposes of this Ground Lease, "CPI" shall mean the All Cities Consumer Price Index Urban, as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI-U"). In the event the Bureau of Labor Statistics shall cease to publish the Index, then there shall be substituted for the Index any substitute or successor index published by the Bureau of Labor Statistics or other governmental agency of the United States. In the event any such substitute or successor index is not available, then there shall be substituted for the Index such other Index published by a nationally recognized financial authority which most accurately approximates the Index and which is reasonably selected by Landlord. In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised, the computation regarding Base Rent shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics or, if the Bureau does not publish the same, then with the use of such conversion factor, formula or table as may be published by any other governmental agency of the United States or by a nationally recognized publisher of comparable statistical information.

(d) Notice Required. Tenant shall give Landlord written notice of its intent to exercise its option to renew the term of the Lease. Such notice shall be given no more than three hundred and sixty (360) and no less than one hundred eighty (180) days prior to the end of the then-current term.

Notwithstanding the provisions of subsection (a) of this section, the obligation of Tenant to pay rent shall commence upon the date that is the earlier of (i) the date upon which regular operations are first conducted at Tenant's improvements on the Property, (ii) the date that is 180 days after the date upon which Tenant has commenced construction, as evidenced by the installation of Tenant's tanks (dilution, effluent, feedstock, and digester) on their foundations or (iii) December 31, 2014.

4. **Security.** Prior to the commencement of construction, Tenant shall provide to Landlord two bonds as follows: (i) a 100% payment and performance bond (naming Landlord as an obligee) regarding the construction contract and activity and (ii) a surety bond (the "Restoration Bond") in the initial amount of \$400,000.00, on terms and conditions reasonably satisfactory to Landlord, to secure the performance of Tenant's obligations to restore the Property in accordance with Section 1. Tenant represents that that the stated bond amount is sufficient to cover Tenant's obligations. As to item (i) above, Landlord acknowledges that its designation as a co-obligee under a commercially reasonable payment and performance bond running to Tenant from a third-party shall be deemed Tenant's satisfactory performance hereunder. Upon written notice from Landlord to Tenant either (i) from time to time during the Term hereof not more frequently than once every five years or (ii) after Landlord's receipt of notice from Tenant of Tenant's exercise of Tenant's option to renew this Lease as described above, the parties shall confer to determine whether the amount of the Restoration Bond is still satisfactory to Landlord, in Landlord's reasonable discretion and taking account of any intervening changes to inflation and/or any depreciation, appreciation, replacements, adjustments and/or removals to Tenant's equipment, to secure the reasonable estimated value of Tenant's obligations under Section 1. If the Landlord reasonable determines after so conferring with Tenant that the amount of the Restoration Bond is insufficient, then Tenant shall obtain a new or amended Restoration Bond in the amount determined by Landlord to be sufficient, and on such other terms and conditions reasonable satisfactory to Landlord. At all times after Tenant shall have furnished the initial Restoration Bond, Tenant is obligated to keep in full force and effect a Restoration Bond than meets the above-described criteria and has a period of at least six months remaining before the expiration thereof.

5. **Net Lease.** This Lease shall be a net lease such that Landlord shall receive the rent net of any and all costs and expenses relating to the Property. In addition to the Base Rent, Tenant shall be responsible for any and all costs and expenses whatsoever relating to the Improvements, the Property, or this Lease, including, without limitation, utility charges, real estate and all other taxes, insurance charges, and maintenance, repairs and replacements to any building or structure within the Property as well as to any roads, landscaping, or open spaces within the Property. The parties agree and acknowledge that the Property for these purposes (and for all other purposes of this Lease as well) includes the Land, the Additional Lease Area (Tenant-Owned Utilities the Additional Lease Area (Public Utilities) and the Additional Lease Area (Access). Without limiting the generality of the foregoing:

(a) Tenant shall pay and discharge, or cause to be paid and discharged, punctually as and when the same shall become due and payable without penalty, all real estate taxes and assessments, all personal property taxes, excise taxes, business and occupation taxes, sales taxes, and all other governmental impositions and charges of every kind and nature whatsoever, whether or not now customary or within the contemplation of the parties hereto and regardless of whether unforeseen or foreseen, or similar or dissimilar to any of the foregoing, which are due and payable for any period during the Term and which (i) shall be levied, assessed or imposed upon the Property or the Improvements or any portion of either, or any interest of Landlord or Tenant therein or under this Lease; (ii) shall become liens upon or against the Property or the Improvements or any portion thereof or any such interest of Landlord or Tenant therein or under this Lease; or (iii) shall be levied, assessed or imposed upon by virtue of any present or future law, statute, ordinance, regulation or other requirement of any governmental authority whatsoever, whether federal, state, county, city, municipal, or otherwise, it being the intention of the parties hereto that, insofar as the same may lawfully be done, Landlord shall be free from all such expenses and all taxes and charges of every kind and nature whatsoever. In addition, Tenant shall pay all other "Operational Expenses" of the Property. The term "Operational Expenses" shall mean any and all expenses incurred in connection with the operation, routine maintenance of the Property, including, but not limited to the following: charges or fees for, and taxes on, the furnishing of utilities; real estate and personal property taxes; maintenance, repairs, building, casualty, liability and other insurance; legal fees and costs of Landlord relating to the conduct of Tenant's business or relating to regulatory compliance regarding the same (including, without limitation, the Federal Aviation Administration or environmental or energy or utility regulatory agencies), repair or maintenance of the Property or improvements; and the costs of any other items which, under generally accepted accounting principles consistently applied from year to year with respect to the Property, constitute operating and maintenance costs attributable to any or all of the Property. To the extent that any Operational Expenses are invoiced to, paid by or are otherwise the liability of Landlord, Landlord shall periodically invoice Tenant for the same and Tenant shall remit payment of such invoices within thirty (30) days or receipt of Landlord's invoice; all such amounts payable by Tenant are additional rent.

(b) Tenant has examined and inspected the Property as of the date hereof, is satisfied with the physical condition of same and accepts same in its present "as is" physical condition. Throughout the term of this Lease, Tenant covenants and agrees to keep and maintain, or cause to be kept or maintained, all portions of the Property and the Improvements in good order, condition and repair and to promptly perform all maintenance and make all repairs or replacements becoming necessary during the term of the Lease, including but not limited to the exterior of any structure including the foundation and any other structural items, the roof, the parking lots, landscaping, and snow removal. Notwithstanding the

foregoing, Tenant may demolish or replace, or cause to be demolished or replaced, any improvements on the Property on or after the date of this Ground Lease that are or may be constructed by Tenant.

(c) Tenant agrees to pay or cause to be paid all charges for gas, water, sewer, electricity, light, heat, power, steam, air-conditioning, telephone or other communication service or other utility or service used, rendered or supplied to, upon or in connection within the Property throughout the Term, and to indemnify, defend and save harmless Landlord from and against any liability, costs, expenses, claims or damages on such account. Tenant shall also, at its sole cost and expense, procure or cause to be procured any and all necessary permits, licenses or other authorizations required for the lawful and proper use, occupation, operation and management of the Property. Tenant also agrees that it shall construct, operate and maintain at Tenant's sole expense (i) a water line or water lines, and water utility system, serving the Property from Landlord's system, (ii) a storm drainage system serving the Property which shall connect to Landlord's system and (iii) a sewer line which shall connect to the sewage system serving properties being redeveloped on the former Brunswick Naval Air Station. The engineering, design and construction of such water lines(s), water utility system, storm drainage system and sewer line shall be subject to the prior written approval of Landlord, provided that Landlord shall not unreasonably withhold, delay or condition such approval.

(d) Notwithstanding any provision contained in this Lease to the contrary, Operational Expenses will not include the following, and the following will in no event be charged to Tenant as a pass-through cost: (i) brokerage commissions; (ii) financing or refinancing costs; (iii) costs and expenses incurred in connection with procuring this Lease including lease concessions, lease takeover or rental assumption obligations and legal fees in connection with any lease negotiation; (iv) damages and attorney fees and disbursements and other costs in connection with any judgment, settlement or arbitration award resulting from any tort liability of Landlord; (v) salaries and benefits for Landlord's executives above the grade of building manager; (vi) costs incurred by Landlord for the repair of damage to the Premises to the extent that Landlord is reimbursed by insurance proceeds; (vii) any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord; (viii) advertising expenditures; (ix) franchise, gains, estate or income taxes imposed on Landlord; (x) real property tax, levy, assessment or other cost incurred by Landlord but only in connection with the sale or otherwise transfer of Landlord's ownership interest in the Premises, or (xi) for any late fee or fees incurred by Landlord due to a delinquent tax payment unless resulting from Tenant's default, or (xii) for costs incurred by Landlord in connection with the contesting of any such real property taxes, except to the extent that Tenant benefits from such contest or consents to such contest.

6. Use of the Property and Construction of Improvements.

(a) Tenant may use the Property solely for the purpose of designing, constructing and operating a commercial anaerobic digester and other renewable energy equipment and facilities for electrical power generation and/or thermal energy cogeneration and distribution, energy efficiency and related purposes and/or for the production and storage of digestate products as more specifically described in Exhibit B attached, to include but not be limited to feedstock handling, dewatering location, and on-site cultivation, and electrical generating facilities, equipment, and infrastructure. Landlord acknowledges

that Tenant's operations may include delivery and storage of biohazardous fuel feedstock materials and the processing, temporary storage, and distribution of end product digestates, all of which shall be handled by Tenant in compliance with all applicable laws, regulations, and industry best practices. Tenant may further, to the extent allowable by permitting authorities and site suitability, construct or install direct pipeline supply of feedstock materials from suppliers, provided, however, that this sentence shall not give Tenant any rights in or to the Property or other property of Landlord greater nor more expansive than otherwise provided in this Ground Lease. The Property may not be used for any other purpose without the prior written consent of Landlord, which may be given or withheld in the sole discretion of Landlord. Tenant, at its own expense, shall comply with and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulations of all of the governmental authorities having jurisdiction over the Property, which are occasioned by or required in the conduct of Tenant's business within or without the Property and to obtain all licenses, permits and the like required to permit Tenant to occupy, construct the Improvements on and operate the Property. Tenant shall not permit the Property, or any part thereof, to be used for any purpose not specified in this Ground Lease, in violation of any permit, approval or operating license, nor any disorderly, unlawful or hazardous purpose, nor as a source of annoyance (through, for example, the production of odors or noise beyond the limits contemplated under applicable government permits and licenses) to Landlord, Landlord's invitees or customers or other tenants of Landlord. Tenant's use hereunder shall be subject to and comply with any lease, covenant or other policies, rules or regulations of the United States Navy or Department of Defense in relation to its ownership of the property at the former Naval Air Station Brunswick and any rules or regulations of Landlord and/or any other applicable governmental or other authority.

(b) Within a reasonable time, not to exceed sixty (60) days, after the execution of this Lease, Tenant shall apply for all governmental and other permits and approvals ("Required Permits and Approvals") required for the construction of the Improvements and the operation of the Tenant's business, and Tenant shall diligently pursue such permits and approvals. Landlord shall use commercially reasonable efforts to cooperate, at Tenant's sole cost and expense, with Tenant and any governmental agency in connection with Tenant's applications for any Required Permits and Approvals. Notwithstanding anything else herein to the contrary, Landlord's sole remedy in the event that Tenant shall not construct or complete improvements on the Property shall be to terminate this Lease, in which case Tenant's obligation under this Ground Lease to remove any improvements (whether partially completed or constructed) shall still apply.

(c) Tenant's use of electrical service in or with respect to the Property, through consumption or generation, shall not exceed, either in voltage, rated capacity, use or overall load, that which the electrical equipment (as the same may be altered or enlarged from time to time) serving the Property is designed and/or permitted to handle.

(d) All construction, including without limitation the construction of roads and driveways, shall be done in a professional manner using new and first quality materials, strictly in accordance with the final plans prepared by Tenant and approved by Landlord and in accordance with all requisite building, zoning and other permits, certificates, approvals and other requirements of governmental authorities having jurisdiction, including all applicable laws, ordinances, codes and regulations and Landlord's Design Guidelines. During the construction of any Improvements, the Landlord, its architects and

engineers or other authorized representative may inspect the construction and all plans, drawings and documents, change orders, addenda, shop drawings for the purpose of confirming that such construction is being performed in accordance with final plans, the requirements of all public authorities having jurisdiction and other requirements of this Lease. Tenant and Tenant's contractor must provide insurance coverage reasonably acceptable to Landlord which names Landlord as an additional insured. All work with respect to such alterations and additions shall be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Property shall at all times be a complete unit except during the period necessarily required for such work.

(e) Tenant shall not permit a mechanic's lien(s) to be placed upon the Property as a result of any alterations or improvements made by it and agrees, if any such lien be filed on account of the acts of Tenant, promptly to pay the same. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole cost and expense, defend itself and Landlord against same; provided, however, that within ten (10) business days of the filing of any such lien, Tenant shall cause such lien to be removed of record by payment, bonding, interpleader, or otherwise. If Tenant fails to remove such lien within ten (10) days of its filing, then, in addition to any other right or remedy of Landlord, Landlord may, at its election, discharge the lien. Tenant shall pay on demand any amount paid by Landlord for the discharge or satisfaction of any such lien, and all attorneys' fees and other costs and expenses of Landlord incurred in defending any such action or in obtaining the discharge of such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith. Tenant hereby expressly recognizes that in no event shall it be deemed the agent of Landlord and no contractor of Tenant shall by virtue of its contract be entitled to assert any lien against the Property.

(f) Subject to any and all applicable confidentiality requirements which may bind Tenant, upon completion of any improvement, the Tenant shall deliver to the Landlord:

i. Copies of building/occupancy/electrical permits and other federal, state and local licenses and certificates necessary for use of the improvements;

ii. Copies of final and complete releases, executed by Tenant's general contractors, subcontractors and suppliers acknowledging that they have been paid in full; and

iii. One complete set of reproducible "as built" or record drawings of the improvements.

(g) Tenant hereby acknowledges and agrees that Landlord shall not be liable in any way for any damage or inconvenience caused by the cessation or interruption of utility, access or other service occasioned by fire, accident, strikes, necessary maintenance, alterations or repairs, or other causes beyond Landlord's control.

(h) Landlord reserves and/or shall possess the right to erect, use, connect to, maintain and repair any and all utility infrastructure located on the Property and which serves any other portions of Landlord's property, provided however that at no time may Landlord's use, connection, maintenance or repair disrupt Tenant's operations and Landlord shall not have any rights of use, connection,

maintenance, or repair of or to any Tenant improvements related to the generation and/or transmission of energy or cleaning of water without Tenant's express prior consent. Landlord shall have the rights to use, in common with Tenant, for the benefit of Landlord and Landlord's other current or future tenants, Landlord's successors and assigns and their respective invitees, customers and visitors, all roads, driveways, accessways and pedestrian sidewalks or paths on the Property constructed by Tenant.

7. **Hazardous Substances.** Tenant shall not use the Property, and shall not permit the Property to be used, for the purpose of storage, disposal or treatment of any Hazardous Substances except as expressly permitted in this Ground Lease. For purposes of this Lease, Hazardous Substances shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under applicable laws and regulations regulating hazardous or toxic substances, including, but not limited to, any hazardous substances, hazardous wastes, or similar substances as defined in the Comprehensive Environmental Response, Liability and Compensation Act, 42 U.S.C. 9601 et seq., as amended, Chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200 et seq.; and industrial process and pollution control wastes whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C 6901 et seq. The term Hazardous Substances also includes all chemicals, materials, substances, and wastes governed by and federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, whether civil or criminal, promulgated or issued. Notwithstanding the foregoing, Tenant shall be permitted to properly use, handle and store, in compliance with all applicable laws, rules, and regulations, necessary amounts of cleaning solvents and other chemicals customarily used to maintain the Property or customarily used in the ordinary course of Tenant's business (or the business of any subtenant for the Property) but any damage, costs or losses as a result of such use, handling or storage shall be Tenant's responsibility. Tenant covenants and agrees that, with respect to any Hazardous Substances which Tenant, its agents or employees, may use, handle, store or generate in the conduct of its business at the premises, Tenant will: (i) comply with all applicable laws, ordinances and regulations that relate to the treatment, storage, transportation and handling of the Hazardous Substances including any and all reporting and recordkeeping obligations (ii) that Tenant will in no event permit or cause any disposal of Hazardous Substances in, on or about the premises in violation of applicable law, and in particular will not deposit any Hazardous Substances in the effluent treatment system or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that Tenant will with advance notice and at all reasonable times permit Landlord or its agents or employees to enter the premises to inspect the same for compliance with the terms of this section; and (iv) that upon expiration or earlier termination of this Ground Lease, Tenant will at its expense, remove all Hazardous Substances from the premises which came to exist on, in or under the premises during the term of this Ground Lease and which arose by, through, or under Tenant and otherwise comply with applicable state, local and federal laws as the same may be amended from time to time. Tenant hereby waives any and all immunities from liability or suit arising out of Tenant's breach of its obligations in this Section, and covenants to indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liabilities or cleanup costs, including reasonable attorneys' fees. Notwithstanding anything in this Ground Lease to the contrary, Tenant's covenants contained in this section shall remain in full force and effect and shall expressly survive the expiration or earlier termination of this Ground Lease. Landlord represents and warrants that Landlord has not been involved in the generation, storage, release, treatment, or disposal of any Hazardous Substances on, in, or under the Property except in compliance with applicable law; and to Landlord's knowledge, no such Hazardous Substances are

being or have ever been generated, stored, released, treated, or disposed of on, in, under, or from the Property other than as described in environmental reports previously furnished to Tenant (including without limitation the environmental information contained in the deed pursuant to which the Property was conveyed to Landlord). Notwithstanding anything else herein to the contrary, Tenant does not waive and expressly reserves any and all rights to indemnification or hold harmless obligations and/or the benefits thereof that may apply to any portion of the Property as a result of hazardous materials clean up obligations of the U.S. Navy or other prior owners of the land comprising the Property.

8. **Signage.** Tenant may install any signage upon the Property or the Improvements Tenant desires, so long as such signage and installation thereof complies with all applicable laws, rules and regulations including without limitation regulations or design guidelines of Landlord and the Federal Aviation Administration.

9. **Casualty.** Beginning within the ten (10) days next following damage or destruction by fire or other casualty, except as otherwise specifically provided in the Sublease during the term of the Sublease, Tenant shall diligently and continuously proceed with restoring the Improvements, and Tenant shall use all commercially reasonable efforts to complete such restoration within a reasonable time from the date of such casualty in light of all the circumstances, in no event to exceed 365 days, except due to circumstances beyond the reasonable control of, and not reasonably capable of being anticipated by, Tenant. In no event shall rent abate due to damage or destruction of all or any portion of the Property from any casualty. Tenant's obligation to restore any Improvements shall, however, be limited to the extent of Tenant's receipt of any insurance proceeds.

10. **Indemnification.**

(a) Tenant hereby covenants and agrees to indemnify, save and hold Landlord and its affiliates, officers, directors and employees, successors and assigns harmless from any and all liability, loss, damages, costs, expenses (including reasonable attorneys' fees), judgments, litigation, claims, liens and demands of any kind whatsoever suffered or incurred by any such party in connection with, arising out of or by reason of (1) any wrongful act, wrongful omission or negligence of Tenant, its subtenants, its and their agents, employees, servants, and contractors on the Property on or after the date hereof, (2) third party claims of personal injury or property damage arising out of any actions, obligations or liabilities of Tenant, its subtenants, and their agents, employees, servants and contractors in respect of the Property, to any person or property whatsoever, occurring in, upon, about or in any way connected with the Property or any portion thereof, or (3) the material nonperformance by Tenant of its obligations under this Lease except that the above indemnity in clause (2) shall not apply to damage resulting from the wrongful act, wrongful omissions or negligence of Landlord. Without limiting the generality of the foregoing, Tenant's indemnity shall apply to any liability with respect to any sublease affecting any portion of the Property. Tenant further agrees that if Landlord is involuntarily made a party defendant in any legal proceeding arising primarily as a result of a dispute between Tenant and a third party which also concerns this Lease or the Property, Tenant shall indemnify and hold Landlord harmless from all costs, expenses and liabilities (including reasonable attorneys' fees and court costs which attorneys shall, at the option of Landlord, be selected by Landlord) which Landlord may incur by reason thereof.

(b) Landlord hereby covenants and agrees to indemnify, save and hold Tenant and its affiliates, officers, members, employees, successors and assigns harmless from any and all liability, loss, damages, costs, expenses (including reasonable attorneys' fees), judgments, litigation, claims, liens and demands of

any kind whatsoever suffered or incurred by any such party in connection with, arising out of or by reason of (1) any wrongful act, wrongful omission or negligence of Landlord on the Property or with respect to this Lease, (2) third party claims of personal injury or property damage arising out of any actions, obligations or liabilities in respect of the Property occurring prior to the date hereof whomsoever caused, to any person or property whatsoever, occurring in, upon, about or in any way connected with the Property or any portion thereof, or (3) the material nonperformance by Landlord of its obligations under this Lease otherwise related to the Property or this Lease except that the above indemnity in clause (2) shall not apply to damage resulting from the acts, wrongful omissions or negligence of Tenant. Landlord further agrees that if Tenant is involuntarily made a party defendant in any legal proceeding arising primarily as a result of a dispute between Landlord and a third party which also concerns this Lease or the Property, Landlord shall indemnify and hold Tenant harmless from all costs, expenses and liabilities (including reasonable attorneys' fees) which Tenant may incur by reason thereof.

(c) Landlord shall not be liable for any damage to, or loss of, property in the Property belonging to Tenant, its employees, agents, visitors, licensees or other persons in or about the Property, or for damage or loss suffered by the business of Tenant, from any normally insurable cause, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, oil, fuel, water, rain, ice or snow, which may leak or flow from or into any part of the Property, or from the breakage, leakage, obstruction or other defects of the pipes, wires, appliances, plumbing, air-conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Property or from other sources, except to the extent such losses are caused by Landlord and/or fall under the provisions of subsection (b) above. The foregoing does not constitute any kind of release or waiver of claim by Tenant under any policy of Landlord's insurance. Landlord shall not be liable in any manner to Tenant, its agents, employees, invitees or visitors for any injury or damage to Tenant, Tenant's agents, employees, invitees or visitors, or their property, caused by the criminal or intentional misconduct, or by any act or neglect of third parties or of Tenant, Tenant's agents, employees, invitees or visitors. Tenant covenants that no claim shall be made against Landlord by Tenant, or by any agent or servant of Tenant, or by others claiming the right to be in the Property through or under Tenant, for any injury, loss or damage to the Property or to any person or property occurring upon the Property and acknowledges the Landlord is not liable for any claim that results from this Lease (see the Maine Tort Claims Act, Section 8014-B, Subsection 6). In no event shall Landlord be liable to Tenant for any consequential or punitive damages sustained by Tenant arising out of the loss or damage to any property of Tenant.

(d) Landlord and Tenant hereby release the other from any and all liability or responsibility to the other (or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any casualty to the extent such damage is covered by any insurance required by this Lease (whether either party has such insurance in effect or not), even if such fire or other casualties shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible (it being expressly understood however, that the foregoing shall only waive claims against Landlord and Tenant and no third party is or shall be a beneficiary of the waiver contained herein). No such release shall apply to any damage or casualty which is excluded from coverage under any such insurance policy, including, without limitation, damage to parking or paved areas or to utility services including without limitation underground utility facilities. Landlord and Tenant each hereby agree that its policies of insurance will include such a clause or endorsement. With

respect to any claim as to which a release under this provision applies, each party shall be responsible for its own deductibles and retentions.

11. Insurance. Tenant shall maintain, at Tenant's sole cost and expense, insurance of the types and in the amounts as Landlord may direct from time to time throughout the Term, in Landlord's reasonable discretion, including, without limitation, insurance against environmental non-compliance, contamination, leakage and spillage caused by Tenant's activities or those of Tenant's invitees, customers or suppliers.

12. Condemnation. If a sufficient portion of the Property shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "Condemned") so as to render the Property unfit (in the opinion of Tenant) for Tenant's permitted use, then this Lease shall terminate on the date title vests in such authority and rent shall be apportioned as of such date. If a lesser portion of the Property or occupancy thereof is condemned, then this Lease shall continue in full force and effect as to the part of the Property not condemned, except that as of the date title vests in such authority Tenant shall not be required to pay rent with respect to the part of the Property Condemned.

All awards, damages and other compensation paid by such authority on account of any condemnation shall belong to Landlord except with respect to the Improvements which claim shall belong to Tenant, and Tenant assigns to Landlord any rights to such awards, damages and compensation other than with respect to any Improvements. Other than with respect to the Improvements, Tenant shall not make any claim against Landlord or the authority for any portion of such award, damages or compensation attributable to damage to the Property, value of the unexpired portion of the Term as determined by the net income generated to Landlord by this Lease, or severance damages. Nothing contained herein, however, shall prevent Tenant or any subtenant of the Property from pursuing a separate claim against the authority for the value of the leasehold interest as determined by the positive difference between the rent and the fair market rent for the Property, the value of furnishings and trade fixtures and leasehold improvements installed in the Property at Tenant's expense and for relocation expenses, provided that such claim is stated separately from any award to Landlord and provided further that such claim shall in no way diminish the award, damages or compensation otherwise payable to Landlord as described above in connection with such condemnation.

13. Default.

(a) Tenant's Default. The occurrence of any of the following shall constitute an event of default by Tenant (an "Event of Default"):

(i) Failure to pay Base Rent, additional rent or any other payment required to be made by Tenant under this Lease within ten (10) days from the date on which the same is due and such default remains unremedied for fifteen (15) days after written notice thereof has been given or sent to Tenant by Landlord, provided, however, that Landlord shall only be required to send two (2) such written notices as to late rent within any twelve (12) month period during the Term, and any such late payment by Tenant after Landlord has served its required two (2) written notices shall constitute an Event of Default without any further written notice.

(ii) Failure to perform any other obligation of Tenant as set forth in this Lease, provided, however, that if the failure is not in the judgment of Landlord not related to health, safety,

environmental or regulatory compliance, then such failure shall constitute a default only if the failure to perform is not cured within sixty (60) days next following Tenant's receipt of notice thereof from Landlord, provided, however, that if said failure cannot reasonably be cured within sixty (60) days, an Event of Default shall not exist so long as Tenant commences to cure the failure within such sixty (60) day period and thereafter diligently and in good faith prosecutes the same to completion.

Notwithstanding anything else herein to the contrary, any secured party lender or creditor to Tenant who has taken a collateral assignment of this Lease shall, upon written notice to Landlord of the intent to perform on Tenant's behalf, have an additional sixty (60) days to cure non-monetary defaults so long as rental payments shall be current or made current under this Lease; and

(iii) The termination of the Tenant's interest hereunder for any reason shall also constitute an event of terminable default under that certain Power Purchase and Sale Agreement dated March 14, 2014 between Landlord and Tenant.

(b) Remedies. In each and every such case of an Event of Default, from thenceforth and at all times thereafter, at Landlord's option in Landlord's sole discretion, Landlord may:

i. Terminate this Lease, in which event Tenant shall immediately surrender the Property to Landlord. If Tenant fails to do so, Landlord may initiate forcible entry and detainer or other process according to law, and with court approval, and without prejudice to any other remedy Landlord may have, enter upon and take possession of the Property and expel or remove Tenant and at Landlord's election, Tenant's personal property, without being liable to prosecution or any claim for damages thereof and Tenant shall indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through the inability to relet the Property or otherwise including any loss of rent for the remainder of the Term. In such event, an Event of Default shall be considered a total breach of Tenant's obligations under this Lease and Tenant immediately shall become liable for such damages for such breach, in an amount, equal after Landlord's efforts to mitigate its damages (if required by law) to the total of (1) the costs of recovering the Property; (2) the unpaid rent earned as of the date of termination; (3) all costs of reletting the Property including brokers' commissions; and (4) all other sums of money and damages owing by Tenant to Landlord. Tenant's right of possession shall cease and terminate and Landlord shall be entitled to the possession of the Property and shall remove all persons and property therefrom and reenter the Property without further demand of rent or demand of possession of the Property; or

ii. Pursue any combination of such remedies and/or other remedy available to Landlord under applicable law or in equity.

(c) In the event of any reentry or retaking of the Property by Landlord and/or any termination of this Lease by Landlord, Tenant shall nevertheless remain in all events liable and answerable for the rent to the date of such retaking, reentry or termination and Tenant shall also be and remain answerable in damages for the deficiency or loss of rent as well as all related expenses which Landlord may thereby sustain in respect to the balance of the Term, and in such case, Landlord reserves full power, which is hereby acceded to by Tenant, to let the Property for the benefit of Tenant, in liquidation and discharge, in whole or in part, as the case may be, of the liability of Tenant under the terms and provisions of this Lease, and such damages, related expenses, at the option of Landlord, may be recovered by it at the time

of the retaking and reentry or in separate actions, from time to time, as Tenant's obligation to pay rent would have accrued if the Term had continued, or from time to time as said damages and related expenses shall have been made more easily ascertainable by reletting of the Property, or such action by Landlord may, at the option of Landlord, be deferred until the expiration of the Term, in which latter event the cause of action shall not be deemed to have accrued until the date of the termination of the Term.

(d) The provisions of this Section are subject to the Bankruptcy Laws of the United States of America and the State of Maine, which may, in certain cases, limit the rights of Landlord to enforce some of the provisions of this Section in proceedings thereunder. To the extent that limitations exist by virtue thereof, the remaining provisions hereof shall not be affected thereby but shall remain in full force and effect. The provisions of this Section shall be interpreted in a manner which results in a termination of this Lease in each and every instance, and to the fullest extent and at the earliest moment that such termination is permitted under the federal and state bankruptcy laws, it being of prime importance to Landlord to deal only with tenants who have, and continue to have, a strong degree of financial strength and financial stability.

(e) All rents received by Landlord in any reletting after Tenant's default shall be applied, first to the payment of such expenses as Landlord may have incurred in recovering possession of the Property and in reletting the same (including brokerage fees), second to the payment of any costs and expenses incurred by Landlord to the Property or in curing any default on the part of Tenant of any covenant or condition herein made binding upon Tenant. Any remaining rent shall then be applied toward the payment of rent due from Tenant, together with interest and penalties as defined in this Lease and any other provisions of this Lease, and Tenant expressly agrees to pay any deficiency then remaining. Landlord shall in no event be liable in any way whatsoever (nor shall Tenant be entitled to any set off) for Landlord's failure to relet the Property, and Landlord, at its option, may refrain from terminating Tenant's right of possession, and in such case may enforce against Tenant the provisions of this Lease for the full Term.

(f) If in the Event of Default Landlord places in the hands of an attorney or collection agency the enforcement of all or any part of this Lease, the collection of any rent due or to become due or recovery of the possession of the Property, Tenant agrees to pay Landlord's costs of collection and enforcement including reasonable attorneys' fees, whether or not suit is actually filed.

(g) After the termination of this Lease by reason of an Event of Default, Tenant shall promptly and fully remove Tenant's improvements and trade fixtures, shall restore the Property to the condition required by this Ground Lease as at the end of the term, and shall have a limited right of entry solely for that purpose on further terms and conditions reasonably imposed by Landlord, or Landlord may without liability for use or damage, store or remove Tenant's improvements and trade fixtures for the account and at the cost of Tenant. Subject to the following subsection, Tenant agrees to hold Landlord free and harmless from any liability whatsoever for the removal and/or storage of any such property, whether of Tenant or any third party whomsoever. Notwithstanding the foregoing or anything else herein to the contrary, however, Landlord hereby expressly waives any and all rights under 10 M.R.S.A. §§ 3451-3452 and acknowledges that Tenant's improvements, trade fixtures, and equipment may be separately mortgaged or collaterally pledged and that Landlord's rights hereunder shall take account of such other

prior secured party interests in and to Tenant's improvements, trade fixtures and equipment, and Landlord shall subordinate any claim of right or interest in or to Tenant's personal property to the lien and rights of any third-party lienor of Tenant's interests therein. Landlord shall execute such documents as Tenant may reasonably require in connection with the creation, protection and enforcement of the rights of any leasehold mortgagee or such other third-party lienor in Tenant's personal property. By way of illustration and not of limitation, if Landlord elects to store some or all of such Tenant's personal property, Landlord shall provide to any leasehold mortgagee or such third-party lienor access thereto and the right to remove Tenant's personal property.

(h) Subject to any superior rights of any lenders of Tenant, Tenant hereby assigns to Landlord all subrents due from subtenants of the Property during any period in which Landlord has the right under this Lease, whether exercised or not, to reenter the Property upon the occurrence of an Event of Default, and Tenant shall not have any right to such sums during such period. Landlord may, during such period, collect the subrents and/or bring an action for the recovery thereof directly from the subtenants. Landlord shall apply all subrents and proceeds from reletting: first, to the payment of reasonable expenses (including attorneys' fees or brokers' commissions or both) paid by Landlord in recovering possession, placing the Property in good condition, and preparing or altering the Property for reletting; second, to all costs and expenses incurred by or on behalf of Landlord in operating, maintaining and preserving the Property; and third, to any rent and other payments then due from Tenant pursuant hereto. In no event shall Tenant be entitled to any excess rental received by Landlord over and above that which Tenant is obligated to pay hereunder. Tenant shall nevertheless pay to Landlord on the due dates specified in this Lease the equivalent of all sums required of Tenant under this Lease, plus Landlord's expenses, less the proceeds of the sums assigned and actually collected under this provision.

(i) Landlord's Default. Landlord shall be deemed to be in default of its obligations under this Lease, and Tenant shall be entitled to the rights available to Tenant under applicable law, in the event of the Landlord's failure to perform any term or covenant contained in this Lease following notice of non-performance given by Tenant, and the expiration of a cure period of thirty (30) days, unless the Landlord's default is of such a nature that it cannot be cured within such thirty (30) day period, in which event no default shall be deemed to have occurred so long as the Landlord shall commence to cure such default within such thirty (30) day period, and thereafter diligently prosecutes such cure to its completion as soon as practicable.

14. Surrender. Upon the expiration or sooner termination of this Lease, Tenant shall surrender to Landlord the possession the Property free and clear of all liens or encumbrances, and shall surrender and assign to Landlord all books and records with respect to the Property including, but not limited to, Tenant's rights with respect to plans and specifications, soils tests, architectural plans and designs, engineering reports and similar items. Tenant shall use reasonable efforts to assure that all Tenant's contracts with respect to such items, and in all events Tenant's contracts with its architect, general contractor and designer, if any, shall specifically provide that Tenant may assign its rights with respect thereto to Landlord.

15. Holdover. Any holding over by Tenant after expiration or sooner termination of this Lease shall not constitute a renewal or extension or give Tenant any rights in or to the Property. Should Tenant hold possession of the Property with the consent of Landlord after the expiration of the Term, such holding over shall create a tenancy from month to month only, upon the same terms and conditions as set forth herein.

16. Assignment and Subletting.

- (a) Right to Assign or Sublet. Tenant shall not assign this Lease or any of Tenant's rights or obligations hereunder, or sublet or permit anyone to occupy the Property or any part thereof, without the prior written consent of Landlord and the Federal Aviation Administration, which Landlord may not unreasonably withhold.
- (b) Effect of Consent. Any consent by Landlord to any act requiring consent pursuant to this Lease shall not constitute a waiver of the necessity for such consent to any subsequent assignment or sublease.

17. Landlord Representations: Landlord represents and warrants that:

- (iv) At all times Tenant shall have free and unobstructed access to the Property from Orion Street.
- (v) The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Landlord hereunder, and the performance by Landlord of Landlord's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the lease of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a party, any judicial order or judgment of any nature by which Landlord is bound.
- (vi) Landlord has received no notice of, nor is Landlord aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in all or any part of the Property being taken by condemnation or conveyed in lieu thereof.
- (vii) There is no action, suit or proceeding pending or, to Landlord's knowledge, threatened by or against or affecting Landlord or the Property which does or will involve or affect the Property or title thereto or Landlord's ability to perform its obligations under this Lease or any documents entered into pursuant to this Lease.
- (viii) No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens; and Landlord shall notify Tenant of any such assessments which are brought to Landlord's attention after the execution of this Agreement.
- (ix) There is no dispute involving or concerning the location of the lines and corners of the Property, and, such lines and corners are clearly marked; to Landlord's knowledge there are no encroachments on the Property, no gaps or gores exist within the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and no portion of the Property is located within a watershed area imposing restrictions upon use of the Property or any part thereof.

(x) To Landlord's knowledge, there are no violations of state or federal law, municipal or county ordinances, or other legal requirements with respect to the Property, or any legal requirements with respect to the Property. Landlord has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations.

(xi) No prior options or rights of first refusal have been granted by Landlord to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the Effective Date.

(xii) Landlord is not indebted to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and has not done or caused to be done any work on the Property within one hundred eighty (180) days prior to the Effective Date.

(xiii) Landlord has delivered a Finding of Suitability to Transfer (FOST) report to Tenant and Tenant acknowledges the contents thereof concerning the state of environmental hazards at the Property. Other than as disclosed in the FOST and Exhibit A-3 hereto, Landlord states to the best of its knowledge that:

(A) The Property is now free from contamination by Hazardous Substances, and the Property and the activities conducted thereon do not pose any significant hazard to human health or the environment or violate any Environmental Laws. There is no evidence of a Release of any Hazardous Substances at the Property.

(B) There has been no generation, treatment or storage of any Hazardous Substances at the Property nor any activity at the Property which could have produced Hazardous Substances.

(C) There are no ponds, lakes, estuaries, lagoons, waste piles, landfills, injection wells, underground storage areas, tanks, storage vessels, drums, containers or other man-made facilities at the Property which may have accommodated Hazardous Substances at the Property. Neither Landlord, nor any third person, has stored, placed, buried or had a release of any Hazardous Substances at the Property, including the soil, surface water and ground water.

(D) There has been no treatment, storage or release of any Hazardous Substances on land adjacent or near to the Property which may constitute a risk of contamination of the Property or surface water or, ground water flowing to the Property.

(E) No inspection, audit, inquiry or other investigation has been or is being conducted by any Governmental Authority or other third person with respect to the presence or discharge of Hazardous Substances at the Property or the quality of the air, or surface or subsurface conditions at the Property except for any Phase I environmental site assessments performed on behalf of Landlord or any Lender of Landlord, copies of which have been delivered to Tenant. Landlord has not received notice that any such inspection, audit, inquiry or investigation is pending or proposed. Neither Landlord, nor to Landlord's knowledge, any previous owner of the Property has received any warning, notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice or request for information alleging that Hazardous Materials have been stored or released at the Property or that conditions at the Property are in violation of any environmental laws or requesting information regarding the use, storage, release or potential release of any Hazardous Substances at the Property.

(xiv) Notwithstanding anything else herein to the contrary, Landlord will defend, indemnify and otherwise hold Tenant harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Tenant may incur as a result of Landlord's breach of its representations made in this Agreement. Landlord will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Tenant notice thereof.

18. Continuing Right of First Refusal. In the event that at any time during the term of this Lease, Landlord shall elect to sell all or any portion of the Property as described in Exhibit "A" hereto or shall receive a bona-fide offer to purchase all or any part of the Property that Landlord desires to accept, Tenant is hereby given the right of first refusal to purchase the same in accordance with the procedures hereinafter set forth. Prior to entering into a binding purchase agreement for all or any part of the Property, Landlord shall submit all of the terms of said purchase agreement to Tenant, and Tenant shall have ninety (90) days from the date of receipt of said purchase agreement in which to elect to purchase the property offered, on the terms set forth in said purchase agreement. In the event Tenant shall not have notified Landlord in writing of its election to purchase the property within the ninety (90) day period aforesaid, then Landlord shall have the right to sell the property upon the terms and conditions set forth in said purchase agreement to the purchaser designated therein. In the event Landlord shall not consummate said sale within ninety (90) days after Tenant's election or deemed election not to purchase the property, then Tenant's right of first refusal shall again apply in full force and effect with respect to the proposed sale and any future contemplated sales. In the event the sale to the prospective purchaser shall be consummated within said 90-day period, the new owner and all subsequent owners shall be subject to Tenant's first right of refusal, which shall continue in full force and effect. In the event Tenant shall elect to purchase upon the terms contained in said purchase agreement, then Tenant shall consummate said purchase in accordance with the terms of the purchase agreement and Landlord shall convey the property to Tenant or its designee.

19. Miscellaneous.

(a) Notices. All notices must be in writing and shall be given either (i) by delivery in person, or (ii) by delivery via overnight courier service keeping records of deliveries and attempted deliveries. The names and addresses of the parties for purposes of this Section are:

Notice to Landlord:

Midcoast Regional Redevelopment Authority
2 Pegasus Street, Suite 1, Unit 200
Brunswick, ME 04011
Attention: Executive Director

With a copy to:

Drummond Woodsum
84 Marginal Way #600
Portland, ME 04101
Attention: John Kaminski, Esq.

Notice to Tenant:

Village Green Brunswick Landing, LLC
1090 Pacific Street #3
Brooklyn, NY 11238
Attn.: David Weyburn

With a copy to:

Peter J. Van Hemel
Bernstein Shur
100 Middle Street
PO Box 9729
Portland, ME 04104-5029

Notices provided pursuant to this section shall be deemed received upon receipt or first attempted delivery, whichever is sooner.

Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, and/or to a different address.

(b) Attorney's Fees. If either party engages an attorney or brings an action or proceeding to declare, enforce, protect, or establish any right or remedy, including, but not limited to, any proceeding to lift stay or other bankruptcy proceedings, the substantially prevailing party shall be awarded its costs and legal expenses including reasonable attorneys' fees. Arbitration is an action or proceeding for the purposes of this provision.

(c) Governing Law; Rules and Regulations. This Lease shall be governed by the laws of the State of Maine. Tenant shall comply with any and all rules and regulations applicable to the Property, as such rules and regulations may be amended from time to time.

(d) Waiver. The waiver by Landlord or Tenant of any breach by the other party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the waiver of any claims respecting the failure to pay the particular rents so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein provided shall be deemed to be other than on account of the earliest rent due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction,

and Landlord may accept any such check or payment without prejudice to Landlord's rights to recover the balance of such rent or pursue any other remedy under this Lease.

(e) Brokers. Landlord and Tenant each warrants to and for the benefit of the other, and shall indemnify and hold harmless the other for a breach hereof, that it has had no dealings with any real estate broker or finder in connection with the negotiation or making of this Lease.

(f) Captions. The captions of the various sections of this Lease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

(g) The Lease was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof, and further shall not be construed pursuant to any canon of construction in favor of any party due to its status.

(h) Exhibits. All exhibits to which reference is made in this Lease are hereby incorporated by reference. Any reference to "this Lease" includes matters incorporated by reference.

(i) Entire Agreement; Modification. This Lease and the Power Purchase Agreement referenced above contain the entire agreement between the parties. No oral agreement or implied covenant shall be held to vary the provisions hereof, any statements, law or custom to the contrary notwithstanding. No provision of this Lease may be amended or varied except by an agreement in writing signed by the parties or their respective successors-in-interest.

(j) Severability. The invalidity or illegality of any provision shall not affect the remainder of this Lease and all remaining provisions shall, notwithstanding any such invalidity or illegality, continue in full force and effect.

(k) Successors. Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

(l) No Partnership. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant. Neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

(m) Execution in Counterparts. This Lease, the short form of this Lease, and any amendment thereto, may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

(n) Memorandum of Lease. This Lease shall not be recorded. A memorandum of this Lease may be recorded upon the request of either party.

(o) Approval. Whenever in this Lease, Landlord or Tenant are required to be reasonable in

connection with approval or consent, such requirement shall mean that such approval or consent shall not be unreasonably withheld, delayed or conditioned.

(p) Estoppel Certificates. From time to time upon ten (10) business days' prior written notice from the other party, Landlord and Tenant shall execute, acknowledge and deliver to the other party and any designee of the other part a written statement certifying, if correct and to the extent applicable: (a) that this Lease is unmodified and in full force and effect (or that this Lease is in full force and effect as modified and stating the modifications); (b) the dates to which rent and any other charges have been paid; (c) that, to certifying party's knowledge without investigation, the requesting party is not in default in the performance of any obligation (or specifying the nature of any default); (d) the address to which notices are to be sent; (e) that this Lease is subject and subordinate to all Mortgages subject to the non-disturbance of Tenant; (f) that Tenant has accepted the Property and to Tenant's knowledge all work thereto has been completed (or specifying the incomplete work); and (g) such other matters as the requesting party may reasonably request. Any such statement may be relied upon by any owner of the Building or the Land, any prospective purchaser of the Building or the Land, the holder or prospective holder of a Mortgage, any lenders or investors in Tenant, or any other person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements and Tenant's failure to deliver timely such statements may cause substantial damages resulting from, for example, delays in obtaining financing secured by the Building.

(q) Landlord's Liability. Notwithstanding anything to the contrary contained in this Lease, Tenant shall look only to Landlord's ownership in the Property for satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of the partners or principals of Landlord, disclosed or undisclosed, shall be subject to levy, execution or the enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Property. No personal liability or personal responsibility is assured by, nor shall at any time be asserted or enforceable against Landlord, its members, partners or its principals, or their respective heirs, legal representatives, successors and assigns on account of this Lease or any covenant, undertaking, or agreement to Landlord contained herein.

(r) Jury Trial Waiver. LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, CLAIM OR COUNTERCLAIM BROUGHT IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE LANDLORD-TENANT RELATIONSHIP, TENANT'S USE OR OCCUPANCY OF THE PREMISES OR ANY CLAIM OF INJURY OR DAMAGE. Landlord and Tenant waive any objection to the venue of any action filed in any court situated in Maine and waive any right under the doctrine of forum non conveniens or otherwise to transfer any such action filed in any such court to any other court. Landlord and Tenant consent to the jurisdiction of all state and Federal courts in Maine.

(s) Quiet Enjoyment: Landlord covenants and warrants that Tenant shall peacefully have and enjoy the sole possession of the Property except as otherwise specifically provided in this Ground Lease. In addition, Landlord covenants and warrants that Lessee shall peacefully have and enjoy common non-exclusive use of all accessways and common utility service corridors within the development within which the Property are located during the term free from the adverse claims of any persons, firms or other

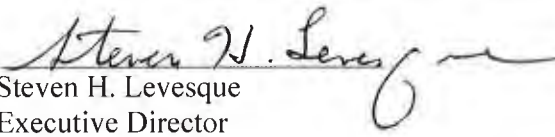
entities whatsoever. Landlord will fully protect Tenant in the full, complete and absolute possession of the Property, except as otherwise specifically provided in this Ground Lease, and Tenant's rights of non-exclusive accessways and common utility service facilities, if applicable, subject, in all cases, to the terms and conditions of this Lease. Landlord agrees not to file or cause any zoning change to be made that would affect the Property other than the Additional Lease Area without the prior written approval of Lessee. Landlord agrees not to file or cause any zoning change to be made that would adversely affect Tenant's use of the Additional Lease Area for the intended purposes specified in this Ground Lease without the prior written approval of Lessee.

[No further text; signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first set forth above.

Landlord:

**MIDCOAST REGIONAL REDEVELOPMENT
AUTHORITY**

By: 
Steven H. Levesque
Its: Executive Director

Tenant:

VILLAGE GREEN BRUNSWICK LANDING, LLC

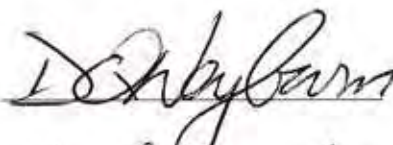
By: 
Its: Chief Executive Manager

EXHIBIT A-1
PLANS SHOWING LEASE PREMISES AND EASEMENT AREAS

Includes by reference C-2, C-5, and C-6 from the document *12601a-Quasar Energy.pdf* in addition to the images on the following pages.



MMRE Pole # M4. 69° 54' 40.86" W / 43° 53' 55.998" N



Anaerobic Digester Site Access

EXHIBIT A-2

SURVEY DESCRIPTIONS

The parcel of land, with the improvements thereon, shown in Exhibit A-1 as the entire area interior to the 100-Foot Property Line Setback (the "Parcel"), situated northwesterly of Orion Street at Brunswick Landing, so-called, in the Town of Brunswick, Cumberland County, State of Maine, and being more generally contained within the perimeter of the Brunswick Landing Executive Airport (the "Lot"), described as follows:

BEGINNING at the southeasterly corner of the Parcel herein being described, said corner being N 74°33'02" E and a distance of 237.60 feet, crossing land being retained by Landlord, reference deed recorded in Cumberland County Registry of Deeds (CCRD) in Book 28067, Page 1, from the intersection of the proposed northwesterly right-of-way line of Orion Street with the westerly line of other land of Landlord, reference deed recorded in CCRD in Book 29438, Page 1, said other land being described as parcel "AIR-9" in said deed, said intersection being shown on a plan entitled "Boundary Survey of a Portion of Land of U.S. Navy at Naval Air Station Brunswick, Maine to be Conveyed to the Midcoast Regional Redevelopment Authority, Brunswick, Maine (Cumberland County)", dated January 14, 2011, by Sitelines, PA, Brunswick, Maine (Sitelines Plan), the parcel herein being described is shown as "Proposed Lease Lot, 3.47 ± Ac." on a plan entitled "Existing Conditions & Boundary Plan, Village Green Brunswick Landing LLC, Village Green Maine LLC, Digester/Generation, Brunswick, Maine", dated April 12, 2013, revised through August 2013, by Wright-Pierce (the "VGM Plan"; see Drawing C-2 in Exhibit A-1);

Thence S 84° 46' 49" W along said land being retained by Landlord (28607/1), a distance of 360.00 feet;

Thence N 5° 13' 13" W along said land being retained by Landlord (28607/1), a distance of 420.00 feet;

Thence N 84° 39' 42" E along said land being retained by Landlord (28607/1), a distance of 360.00 feet;

Thence S 5° 13' 13" E along said land being retained by Landlord (28607/1), a distance of 420.74 feet to the POINT OF BEGINNING, containing 3.47 acres, more or less.

The Land's Square Footage, equal to the area of the Parcel, is 103,729 square feet. The square footage of the Parcel, and therefore the Land's Square Footage, is subject to adjudication by the Maine Department of Environmental Protection (the "DEP") and may be adjusted in size, not to exceed the area of the hereinabove described Lot. Should the Parcel's square footage be adjusted as a result of such DEP adjudication, Landlord and Tenant agree to modify this Lease accordingly to reflect said adjustment in a timely manner.

Landlord leases to the Tenant herein, an appurtenant PAVEMENT REMOVAL EASEMENT to allow the Tenant to fulfill its DEP-mandated requirement to remove specific existing Brunswick Landing impervious surfaces, said easement area being associated with the feature labeled on Drawing C-2 of the VGM Plan (see Exhibit A-1) as "Existing Paved Road to be Removed, Loam and Seed" and is shown to abut the westerly line of the hereinabove described Lot and end at the southerly edge of the Brunswick Landing Executive Airport tarmac which is labeled "Concrete Tarmac". Said easement area encompasses the to-be-removed paved road plus 10-foot wide strips of land to either side.

Landlord leases to the Tenant herein, appurtenant STORMWATER DRAINAGE EASEMENTS;

- to allow for the drainage of stormwater from the improvements proposed to be constructed on the hereinabove described parcel (proposed improvements), over, and across said land being retained by Landlord (28607/1);
- to allow for the installation, construction, use, maintenance, replacement and reconstruction of a proposed connection to the existing storm drain system of MRRA passing under and through the hereinabove described Lot; and
- to allow for the discharge of stormwater from the said proposed improvements directly into the existing storm drain system via said proposed connection.

Reserving to Landlord, its heirs and assigns, a STORM DRAIN EASEMENT, located within the hereinabove described Lot, to allow for the continued use, maintenance, replacement, repair and reconstruction of an existing storm drain system and appurtenances thereof, said easement to be located within 20-foot wide strips of land centered on the existing storm drain pipes and extending to the boundaries of the hereinabove first-described parcel, said 20-foot wide strips of land being shown as "Proposed 20' Wide Storm Drain Easement of MRRA" on Drawing C-2 of the VGM Plan (see Exhibit A-1).

Landlord leases to Tenant herein, an appurtenant TARMAC UTILITY EASEMENT (the "Tarmac Utility Corridor") to allow for the installation, construction, replacement, reconstruction and use of proposed utility services and associated structures thereof, including a stormwater infiltration pond (the "SIP"), a natural gas service line, water lines and electrical and communications lines, in, on, over and under a strip of land extending from the proposed westerly right-of-way line of Orion Street in a general westerly direction to the easterly line of the hereinabove described Lot. Said strip of land being a portion of said first-mentioned land of Landlord (28607/1) and a portion of said other land of Landlord (29438/1), and is shown as "Proposed Access & Utility Easement of VGBL and VGM (34,452± S.F.)" on Drawing C-2 of the VGM Plan (see Exhibit A-1), said strip of land being further bounded and described as follows:

BEGINNING at a point on the easterly line of the hereinabove described parcel, said point being S 5° 13' 13" E and 85.16 feet as measured along said easterly line from the northeasterly corner of the hereinabove described parcel;

Thence N 84° 37' 23" E crossing said first-mentioned land of Landlord (28607/1) a distance of 574.26 feet to a point of curvature;

Thence in a general northeasterly direction crossing said first-mentioned land of Landlord (28607/1) along a curve to the left having a radius of 50.00 feet through a central angle of 69° 36' 27" an arc distance of 60.74 feet to a point and the proposed westerly right-of-way line of Orion Street, said point being N 49° 49' 10" E a chord distance of 57.08 feet from the last-mentioned point;

Thence S 15° 00' 56" W along the proposed westerly right-of-way line of Orion Street a distance of 66.96 feet to a point of curvature;

Thence in a general southerly direction along the proposed westerly right-of-way line of Orion Street, along a curve to the right having a radius of 615.00 feet through a central angle of 4° 52' 31" an arc distance of 52.33 feet to a point of reverse curvature, said point being S 17° 27' 11" W a chord distance of 52.31 feet from the last-mentioned point;

Thence in a general northwesterly direction crossing said other land of Landlord (29534/1), along a curve to the left having a radius of 15.00 feet through a central angle of 115° 16' 04" an arc distance of 30.18 feet to a point, said point being N 37° 44' 35" W a chord distance of 25.34 feet from the last-mentioned point of reverse curvature;

Thence N 84° 37' 23" E crossing said other land of Landlord (29534/1) and said first-mentioned land of Landlord (28607/1), a distance of 564.09 feet to the easterly line of the hereinabove described parcel;

Thence N 5° 13' 13" W along the said easterly line of the hereinabove described parcel a distance of 57.00 feet to the point of beginning, containing 34,452 square feet, more or less.

Reserving to Landlord, its heirs and assigns, rights to allow for the use, maintenance, replacement, and reconstruction of the hereinabove mentioned SIP and appurtenances connected thereto, located partially on and under the hereinabove last-described strip of land. Said rights also to allow for the continued drainage of stormwater from lands of the Landlord, across and under said hereinabove described Tarmac Utility Corridor into said SIP.

Landlord leases to Tenant herein an appurtenant SEWER FORCE MAIN EASEMENT over the parcel, with the improvements thereon, associated with the feature shown in Drawing C-5 and Drawing C-6 of the VGM Plan (see Exhibit A-1) and labeled "FM" and also "4-Inch HDPE Force Main", said parcel a 20-foot wide strip of land centered on the aforementioned sewer force main traveling from the Parcel and terminating near the Brunswick Landing Executive Airport building known as "Hangar 5". More specifically, the sewer force main is a conduit by which sewage effluent from the Tenant's facility is transported under pressure to the sewer manhole identified in Drawing C-6 of the VGM Plan as "SMH-245". Said parcel terminates at SMH-245 with a 10-foot radius circle centered on the manhole. Should the as-built location of the sewer force main be significantly different from the proposed location in the VGM Plan, Landlord and Tenant agree to modify this Lease to address any necessary changes in a timely manner.

Landlord leases to Tenant herein an appurtenant ELECTRIC GRID DATA ACQUISITION AND COMMUNICATIONS EASEMENT over the parcel, with the improvements thereon, associated with the feature "m4" in the image entitled "MMRE Pole # M4" in Exhibit A-1, said parcel defined as the overhead electric pole located at 43°53'55.998" N, 69°54'40.86" W, more generally identified as being four poles south of the southernmost corner of the intersection of Gurnet Road (Rte 24) and Antietam Street in Brunswick, ME generally across from the current or former location as of the date hereof of the Parkwood Inn (so-called). Should the as-built location of the electric grid data acquisition and communications system be situated in another location, Landlord and Tenant agree to modify this Lease to address any necessary changes in a timely manner.

Landlord leases to Tenant herein, an appurtenant ORION STREET IN-GROUND UTILITY EASEMENT to allow for the installation, construction, replacement, reconstruction and use of proposed utility services and associated structures thereof, including a natural gas service line, water lines and communications lines, in, on, over and under a strip of land in the proposed Orion Street right-of-way shown on Drawing C-6 of the VGM Plan (see Exhibit A-1).

Landlord leases to Tenant herein, an appurtenant ORION STREET OVERHEAD ELECTRIC UTILITY EASEMENT to allow for the installation, construction, replacement, reconstruction and use of proposed electrical utility equipment, in, on, over and under the overhead electric system labeled as "OHE" on Drawing C-6 of the VGM Plan (see Exhibit A-1), up to Pole EP1.30, which is located at the intersection of Orion St and Purinton Rd.

The Tenant agrees for itself and its successors and assigns to properly and professionally undertake all work permitted hereunder within the above-described areas or pursuant to the above-described easements at the Tenant's sole cost and expense and, following the completion of any such work within such areas and the disturbance of the such areas including, but not limited to, all tarmac, roadways, pavement, landscaping and improvements therein, or any land adjacent thereto, to restore all of such to their condition prior to the undertaking of such work except that Tenant's restoration obligations in this paragraph shall not modify or enlarge Tenant's rights under Section 1 of the Lease relating to (i) non-severable infrastructure improvements affixed to the real estate, including but not limited to subsurface improvements and utilities and/or stormwater drainage facilities) and (ii) such other improvements then in a condition reasonably susceptible to use by another party as approved in writing by Landlord prior to the expiration or earlier termination of this Ground Lease. Such work shall be undertaken by the Tenant in a reasonable manner so as to minimize the disruption of the activities of the Landlord and Landlord's successors, assigns and other tenants.

Bearings are oriented to Grid North, Maine State Coordinate System, West Zone, (NAD 83), as referenced on said Sitelines Plan.

Being a portion of the premises described by Quitclaim Deed of the United States of America, acting by and through the Secretary of the Navy, Base Closure Program Management Office Northeast, Philadelphia, PA, to the Midcoast Regional Redevelopment Authority, dated March 28, 2011, recorded in Cumberland County Registry of Deeds in Book 28607, Page 1, and a portion of the premises described by Quitclaim Deed of the United States of America, acting by and through the Secretary of the Navy, and by the Naval Facilities Engineering Command, Base

Closure Program Management Office Northeast, Philadelphia, PA, to the Midcoast Regional Redevelopment Authority, dated March 14, 2012, recorded in Cumberland County Registry of Deeds in Book 29438, Page 1.

EXHIBIT A-3
TITLE ENCUMBRANCES

1. Real estate taxes and municipal charges which may constitute liens in the public records.
2. Matters set forth on a plan entitled, "Metes and Bounds Survey of Second Taking of Land, U.S. Naval Air Station, Brunswick, Maine", prepared by C. H. Barron, C. E., dated April 17, 1943 and recorded in the Cumberland County Registry of Deeds in Plan Book 29, Page 25.
3. Matters set forth on plans entitled, "Brunswick Naval Air Station Property" prepared by Sebago Technics, Job No. 96278, for the Department of the Navy, Northern Division, Sheets 1-10, recorded on October 23, 1997 in the Cumberland County Registry of Deeds in Plan Book 197, Pages 457-466.
4. Terms, conditions and rights of Affordable Mid Coast Housing, LLC regarding access and utilities as set forth in a Memorandum of Second Amended, Restated and Bifurcated Brunswick Real Estate Ground Lease and Conveyance of Facilities, dated October 28, 2010 and recorded in the Cumberland County Registry of Deeds in Book 28222, Page 303.
5. Terms, covenants, easements, restrictions and conditions set forth in an Agreement Granting Reciprocal Easement for Ingress and Egress, General Access and Utility Service by and between United States of America, acting through the Department of the Navy and MRRA, dated March 28, 2011 and recorded in the Cumberland County Registry of Deeds in Book 28607, Page 205.
6. Terms and conditions of the following Department of Environmental Protection Department Orders:
 - a. Matters set forth on a Department of Environmental Protection Order dated May 22, 1991 and recorded in the Cumberland County Registry of Deeds in Book 9604, Page 51.
 - b. Matters set forth on a Department of Environmental Protection Order dated March 28, 2001 and recorded in the Cumberland County Registry of Deeds in Book 16164, Page 300.
 - c. Matters set forth on a Department of Environmental Protection Order dated November 21, 2001 and recorded in the Cumberland County Registry of Deeds in Book 17095, Page 171.
 - d. Matters set forth on a Department of Environmental Protection Order dated March 4, 2003 and recorded in the Cumberland County Registry of Deeds in Book 19232, Page 329.
 - e. Matters set forth on a Department of Environmental Protection Order recorded on January 11, 2011 in the Cumberland County Registry of Deeds in Book 28440, Page 111.

- f. Matters set forth on a Department of Environmental Protection Order recorded on March 1, 2011 in the Cumberland County Registry of Deeds in Book 28555, Page 36.
 - g. Matters set forth on a Department of Environmental Protection Order dated March 28, 2001 and recorded in the Cumberland County Registry of Deeds in Book 16164, Page 304.
7. Terms, provisions, restrictions, rights and covenants set forth in a Quitclaim Deed from the United States of America, acting by and through the Secretary of the Navy, dated September 30, 2011 and recorded in the Cumberland County Registry of Deeds in Book 29003, Page 3. (Main Base Parcels EDC 1 – 4).
8. Terms, provisions, restrictions, rights and covenants set forth in a Quitclaim Deed from the United States of America, acting by and through the Secretary of the Navy, dated September 30, 2011 and recorded in the Cumberland County Registry of Deeds in Book 29004, Page 173. (Utility parcels).

EXHIBIT B

DESCRIPTION OF SITE ANAEROBIC DIGESTER ACTIVITIES

Tenant's Anaerobic Digestion System ("ADS") is designed to anaerobically digest a mixture of pumpable organics and site macerated solid organics to produce electricity, and stabilized digestate. The anaerobic digestion process at VGM's Brunswick Landing ADS facility will include the creation of biogas that will be combusted in a Combined Heat and Power (CHP) unit to produce electric power for sale. The system is designed to land apply the stabilized digestate byproduct.

Main System Component Descriptions

- a. *Liquids Receiving*
The system will accept biomass in the forms of liquefied food waste; fats, oils, and greases; and septage. These wastes will be delivered to the site and discharged into a 12,000-gallon in-ground concrete receiving tank, a 75,000K liquids storage tank, or directly pumped from the tanker into the EQ Tank System.
- b. *Solids Receiving*
Additional biomass in the form of solid food waste will be dumped directly into a solids receiving module with integrated maceration. As the solids are being received the grinder/macerator will reduce the size of the material so that it can be pumped into the EQ Tank System to be mixed with other feedstock and stored prior to primary digestion. The solids receiving module is covered and the concrete pit where it is installed is heated during winter months with in-slab PEX piping using cast off heat from the CHP unit. A stairway provides access to the bottom of the pit. The pit will be under a constant negative pressure venting odors to the biofilter and maintaining a non-hazardous dry well.
- c. *Biofilter*
The biofilter is designed and operated to handle odors from the solids module and receiving tank.
- d. *Biomass Equalization Tankage (EQ Tank System)*
The EQ Tank System provides a hydraulic storage buffer in front of the digester tank. Biomass is dosed from the EQ Tank System to the digester tank.

The EQ Tank System is a 230,000-gallon heated, insulated, bolted steel tank. A side-entry propeller mixer ensures a homogenous mix. The EQ Tank will have a gas tight steel roof. A pipe will connect the headspace in the tanks with digester tank gas storage to maintain equalized gas pressure in the EQ Tank System; this has the added benefit of controlling odor. This will also provide an area for displaced gas due to filling/discharging or temperature expansion of contained material. Safe pressure levels are maintained by a combined pressure and vacuum relief valve

mounted to the tank. A ladder attached to the side of the tanks provides access to the top of the EQ Tank System.

e. *Main Digester Tank and Gas Dome*

The digester tank is an insulated, bolted, steel tank with a working volume of 850,000 gallons. Four side-entry prop mixers prevent layer formation of the material, ensuring a consistent mix of feedstock and bacteria in the digester tank. The conditioned biomass from the EQ Tank System is fed into the digester tank at a turbulence zone created by the mixer to minimize the time required to obtain a complete mix.

The digester tank allows methanogenic bacteria to convert organic biomass into biogas. Some of the waste heat from the engine is used to maintain the digestate temperature in the tank. The digestate is held at approximately 100°F via a sludge to water heat exchanger.

Gas storage in the digester tank will be accomplished with a double membrane roof system ("Gas Dome"). The inner membrane, which inflates as biogas is produced in the system, is supported by biogas pressure. The outer membrane is supported by a blower with a consistent amount of outside air introduced to maintain constant pressure levels. Safe pressure levels are maintained by a combined pressure and vacuum relief valve mounted to the digester tank.

A stairway attached to the side of the digester tank allows for access to the top of the tank.

f. *Pasteurization*

In accordance with environmental regulations, digested liquid is heated to an elevated temperature for a sufficient period of time to reduce pathogen concentrations to below mandated levels. The pasteurization system is comprised of tanks, each of which is designed to carry out this batch process.

g. *Dewatering*

Nutrients in digested liquid ("digestate") have agronomic value; though not all potential consumers want them in liquid form. Mechanically pressing digestate removes excess liquids. When pressing takes place, effluent from the press is either utilized agronomically or remediated by through the sewer system. Dewatered solids (approximately 25% solids) are either utilized agronomically or taken to landfill or composting facilities. Residuals intended for off-site utilization are hauled away: liquids in tanker trucks; solids in roll-off dumpsters.

h. *H₂S/Gas Drying*

Biogas is passed through a desulphurization reactor filled with media impregnated with ferrous sulfate. The hydrogen sulfide (H₂S) gas reacts with the ferrous sulfate

effectively removing the H₂S from the gas stream. Subsequently, the gas dew point is lowered via a gas chiller, which reduces the moisture content in the biogas.

i. *CHP Unit*

Biogas will be used as fuel in a CHP where electricity is produced. Electricity in excess of the plant's requirements is metered in to the sustainability campus electrical distribution grid. Heat from the water jacket and exhaust is used to maintain temperature in the digester and is available as a local heat source (heat loop to non-digester facilities is outside the scope of the construction project). Through electrical generation and thermal recovery, the anticipated efficiency is approximately 85%.

Any excess heat will be dissipated by radiators. Necessary paralleling equipment and controls are provided that support IEEE 1547 requirements.

j. *Flare*

Whenever biogas is being generated in excess of the needs of the CHP unit, the biogas will be burned by the flare. Pressure in the gas dome controls flare ignition and run time. The flare is designed to burn 150% of the expected biogas volume. The flame from this flare will be semi-enclosed.

k. *Process Piping*

In-ground piping for process liquids is schedule 40 and schedule 80 PVC; above-ground piping is heat traced steel, as required. Piping in the controls container is steel and PVC. Biogas piping is schedule 40 PVC below grade and schedule 80 PVC above grade.

l. *Process Electrical*

There are requirements for numerous sensors for pressure, temperature, and level control that are part of the process electrical. They are all terminated in the control panel located in the building. Additionally, all motors and pumps are powered and controlled from the control panel.

m. *Controls Module / SCADA System*

The control panel is installed in the building and tested before it is shipped and again during Mechanical and Electrical Commissioning. The plant can be monitored and controlled from the control building or through an internet portal.

The ADS monitoring system, referred to as a SCADA (Supervisory Control and Data Acquisition) system, operates through the same internet portal. The SCADA system monitors process control parameters; equipment like pumps, mixers, and the CHP unit; and process data like gas quantity and quality, digester temperatures, and flows all on a real time basis. The operator can remotely access the entire control system via internet or phone.

Should there be an alarm on the system, the control system will page the operator. Software upgrades will be made available year after commissioning.

n. *Building*

50 x 50 pre-engineered building with a 4 ft. hard wall and metal siding; building will house office area, bathroom, pumps and heat exchanger and space for spare parts storage.

AMENDMENT TO GROUND LEASE

THIS AMENDMENT TO GROUND LEASE (“Ground Lease” or “Lease”), dated as of November 7, 2014, (“Amendment Effective Date”) is made by and between the **MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**, a body corporate and politic and a public instrumentality of the State of Maine (“Landlord”), and **VILLAGE GREEN BRUNSWICK LANDING, LLC**, a Maine limited liability company (“Tenant”).

WHEREAS, Landlord and Tenant (the “Parties”) entered into a Ground Lease on March 14, 2014; and

WHEREAS, after the Lease was entered into, Tenant obtained commitments from financial institutions that contain certain conditions relating to the Lease; and

WHEREAS, the Parties wish to amend the Lease in order to reconcile with the conditions imposed by the above-mentioned financial institutions.

NOW THEREFORE, by reason of the foregoing premises and in consideration of the mutual covenants hereinabove and hereinafter set forth, the Parties agree as follows:

1. The first sentence of Section 4 (Security) of the Ground Lease is amended as follows:

Prior to the commencement of construction, Tenant shall provide to Landlord evidence that the following bonds are in place: (i) a 100% payment and performance bond (naming Landlord as an obligee) regarding the construction contract and activity and (ii) a surety bond (the “Restoration Bond”) in the initial amount of \$400,000.00, on terms and conditions reasonably satisfactory to Landlord, to secure the performance of Tenant’s obligations to restore the Property in accordance with Section 1.

2. Except as specifically otherwise provided in this Amendment to Ground Lease, all other terms and conditions of the Ground Lease remain unchanged.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Amendment to Ground Lease as of the Amendment Effective Date above indicated.

Landlord:

MIDCOAST REGIONAL REDEVELOPMENT
AUTHORITY

By: 
Steven H. Levesque
Its: Executive Director

Tenant:

VILLAGE GREEN BRUNSWICK LANDING,
LLC

By: 
David Weyburn
Its: Chief Executive Manager

SECOND AMENDMENT TO GROUND LEASE

This Second Amendment to Ground Lease is as of the 31st day of October, 2019 (the “Effective Date”) made by **MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**, a body corporate and politic and a public instrumentality of the State of Maine with an address of 2 Pegasus Street, Suite 1, Unit 200, Brunswick, ME 04011 (“Landlord”), and **VILLAGE GREEN BRUNSWICK LANDING, LLC**, a Maine limited liability company with an address c/o Genesis Industrial Group, LLC, 2700 Post Oak Rd., 21st Floor, Houston TX 77056 (“Tenant”).

Whereas, Landlord and Tenant are parties to a certain Ground Lease dated March 14, 2014 (the “Original Lease”) a memorandum of which is recorded in the Cumberland County Registry of Deeds in Book 31437, at Page 327, to which reference is hereby made for a description of a certain parcel (the “Leased Premises”), as amended by an Amendment to Ground Lease dated as of November 7, 2014, (as so amended, the “Lease”); and

Whereas, Tenant’s permitted use of the Leased Premises as an anaerobic digester solid waste processing facility is regulated by the Maine Department of Environmental Protection (“MDEP”) in such manner that a 100-foot setback (being the “Setback Distance”) is required from a certain waste handling area located within the Leased Premises and the nearest public road or boundary as defined in MDEP regulations codified at 06-096 C.M.R. 403(3)(B); and

Whereas, Landlord and Tenant desire to modify the Lease to include the Setback Distance within the Leased Premises, in the dimensions and configuration more particularly described as PARCEL TWO in Exhibit A-2 and depicted in Exhibit B, both attached hereto, (hereinafter referred to as the “Setback Leased Area”) during the term of the Lease so that the Leased Premises and Tenant’s use thereof comply with current MDEP regulations; and

Whereas the parties desire that the effective date of certain provisions specified below be delayed to the date that, under a certain Engineering, Procurement, and Construction agreement by and between Tenant and its contractor (the “Contractor”) dated the 23rd day of October, 2019 (the “EPC”), Tenant accepts Contractor’s claim of having achieved Facility Substantial Completion (the “Substantial Completion Date”); and

Whereas, Landlord and Tenant desire to modify certain other provisions of the Lease as set forth below;

Now, therefore, for good and valuable consideration received, Landlord and Tenant hereby modify the Lease as follows:

1) Effective as of the Effective Date, Section 3(a) and 3 (b) of the Lease are hereby replaced with the following:

- (a) The term (“Term”) of this Lease shall last until March 14, 2034.
- (b) Landlord hereby grants to Tenant the right, exercisable at Tenant’s option only if the Tenant is not in default beyond applicable grace or cure periods at the time of exercise,

to renew the term of this Lease, for one additional fifteen (15) year term (the “Renewal Term”). Tenant’s right of renewal granted hereby (i) may be exercised by Tenant solely as to the entirety of the Property, and not as to any portion thereof, and (ii) may be exercised by Tenant and any permitted assignee or transferee.

- 2) Effective as of the Effective Date, Exhibit A-1 and Exhibit A-2 of the Lease are hereby replaced by Exhibit A-1 and Exhibit A-2 attached to this Amendment.
- 3) Effective as of the Effective Date, Exhibit B, attached to this Amendment, is hereby added to the Lease.
- 4) Effective as of the Effective Date, Section 1-D “Setback Leased Area” and Section 1-E “Substantial Completion Date” are hereby added to the Lease as follows:

1-D Setback Leased Area. Tenant’s permitted use of the Setback Leased Area, shown in Exhibit A-1 and more particularly described by the survey description as Parcel Two in Exhibit A-2, shall be exclusively as an MDEP-required setback from a solid waste processing facility including the improvements (proposed or existing) as shown in **Exhibit B.** Following written notice from Tenant advising Landlord of any applicable change in MDEP requirements as to the Setback Distance under 06-096 C.M.R. 403(3)(B) or any successor regulations thereto, the parties shall promptly revise the Setback Leased Area (and any associated calculation of the Land’s Square Footage) as may be reasonable and necessary, provided however, that any increase in the size of the Setback Leased Area, or relocation of the Setback Leased Area to any or Landlord’s property not subject to the Lease as amended hereby, shall be subject to Landlord’s reasonable approval.

1-E Substantial Completion Date. Tenant shall give written notice to Landlord that the Substantial Completion Date has occurred within ten business days of the occurrence of the Substantial Completion Date.

- 5) Effective as of the Substantial Completion Date, Section 1 of the Lease is hereby amended to delete the sentence “The area of the Land, measured by square footage, shall be determined by survey (the Land’s Square Footage).” And replace it with the following sentence:

The “Land’s Square Footage” is as set forth in Exhibit A-2.

- 6) Effective as of the Substantial Completion Date, Section 2-A “Road Impact Fee” is hereby added to the lease as follows:

2-A. Road Impact Fee.

Tenant shall pay to Landlord a road impact fee (the “Road Impact Fee”) computed as if Tenant were a Property Owner as defined in the Road and Common Facilities Maintenance Agreement dated July 26, 2013 and recorded at Book 30884, Page 170 in the Cumberland County Registry of Deeds (the “RMA”). Within thirty (30) days of the Construction Start Date (as defined below) Tenant shall provide written notice to Landlord of the total square footage of Tenant’s buildings and other structures which are planned to be in place as of

the Substantial Completion Date. Landlord shall snowplow (or cause to be snowplowed) all roads leading to (but not within) the Premises which Tenant has the right to use. Notwithstanding the foregoing, to the extent any utility improvements for the furnishing of electricity or water are funded through the RMA which are otherwise Landlord's obligation under a certain Power Purchase Agreement by and between Landlord and Tenant in effect as of the Effective Date and as may be subsequently amended hereof (the "PPA"), Tenant shall be compensated or reimbursed by Landlord under the PPA for amounts attributable thereto and charged to Tenant under this section.

7) Effective as of the Effective Date, Section 4 of the Lease is hereby deleted and replaced by the following:

4. **Security.** Prior to the commencement of the Tenant's additional construction as depicted on Exhibit B, Tenant shall provide to Landlord two bonds as follows: (i) a 100% payment and performance bond (naming Landlord as an obligee) regarding the construction contract and activity and (ii) a surety bond (the "Restoration Bond") in the initial amount of \$250,000.00, on terms and conditions reasonably satisfactory to Landlord, to secure the performance of Tenant's obligations to restore the Property in accordance with Section 1. Tenant represents that that the stated Restoration Bond amount is sufficient to cover Tenant's obligations. As to item (i) above, Landlord acknowledges that its designation as a co-obligee under a commercially reasonable payment and performance bond running to Tenant from a third-party shall be deemed Tenant's satisfactory performance hereunder. Upon written notice from Landlord to Tenant either (i) from time to time during the Term hereof not more frequently than once every five years or (ii) after Landlord's receipt of notice from Tenant of Tenant's exercise of Tenant's option to renew this Lease as described above, the parties shall confer to determine whether the amount of the Restoration Bond is still satisfactory to Landlord, in Landlord's reasonable discretion and taking account of any intervening changes to inflation and/or any depreciation, appreciation, replacements, adjustments and/or removals to Tenant's equipment, to secure the reasonable estimated value of Tenant's obligations under Section 1. If the Landlord reasonably determines after so conferring with Tenant that the amount of the Restoration Bond is insufficient, then Tenant shall obtain a new or amended Restoration Bond in the amount determined by Landlord to be sufficient, and on such other terms and conditions reasonable satisfactory to Landlord. At all times after Tenant shall have furnished the initial Restoration Bond, Tenant is obligated to keep in full force and effect a Restoration Bond than meets the above-described criteria and has a period of at least six months remaining before the expiration thereof.

8) Effective as of the Effective Date, Section 6 of the Lease (Use of the Property and Construction of Improvements) is hereby amended to add new Sections 6(g) at the end of Section 6 as follows:

(g) Landlord consents to the Tenant's construction of the proposed additional improvements in the general locations and configurations shown on **Exhibit B**, subject to all of the terms and conditions of the Lease. The date on which Tenant commences construction of such additional improvements is referred to as the "Construction Start Date").

9) Effective as of Substantial Completion Date, Section 6 of the Lease (Use of the Property and Construction of Improvements) is hereby amended to add new sections 6(h) and (i) at the end of Section 6 as follows:

(h) Tenant agrees and covenants that Tenant's permitted operations on the site shall be limited to the construction and operation of an anaerobic digester facility, the production and sale of renewable energy and activities related to the foregoing only, provided however, that Tenant's energy production and sale may include all uses described in the PPA as in effect on the Substantial Completion Date, including but not limited to the delivery of natural gas production and buy-back as described in Exhibit A attached thereto.

(i) In addition to all other obligations of Tenant, it shall be a breach of the Lease and Tenant default if Tenant's operations become the subject of any MDEP and/or Town of Brunswick ("Town") notice of violation concerning odor emanations which remains uncured and outstanding for more than 30 days (during which 30-day period of enforcement by MDEP and/or Town, Landlord shall take no action to declare a default of this Lease). The 30-day period described in the preceding sentence shall be extended for a reasonable time, not to exceed an additional 30 days, in the event that Tenant has reasonably determined that the cure will take longer than the initial 30 day period, has formulated a commercially reasonable plan and is diligently pursuing the execution of that plan. Furthermore, in the event that either (i) Tenant's operations become the subject of any MDEP and/or Town of Brunswick ("Town") notice of violation concerning odor emanations or (ii) a qualified third-party consultant selected by Landlord, in Landlord's reasonable discretion, shall observe, measure and document conditions, and prepare a written report regarding the same, on or near the Premises as a result of Tenant's operations which exceed then-current MDEP and/or Town permit thresholds for odor emanations, then Tenant shall be liable to Landlord for a fine. For the first violation within any 12-month period, the fine shall be \$500 for each week (or part thereof) that such conditions are in effect, increasing to \$1,000 per week if not corrected within two weeks, and an additional \$5,000 fine if not corrected within a four week period from the date of the earliest of the MDEP or Town's notice of violation or the date of Landlord's notice of the determination by such third-party consultant. For the second violation in any 12-month period, the fines shall be \$1,000, \$1,500 and \$5,500 respectively. For third and subsequent violations within a 12-month period, the fines shall be \$1,500, \$2,000 and \$6,000 respectively. In the event that Tenant shall incur a \$5,000 or greater fine hereunder, then Tenant shall furthermore be deemed in default of this Lease. Any fine shall be additional rent under this Lease and shall be due five (5) days after written notice thereof from Landlord to Tenant. Tenant shall be responsible for Landlord's reasonable, direct, third-party costs for the services described above. Notwithstanding the foregoing, Tenant's obligation to pay for such costs of a documented and audited negative (i.e. a no-nuisance-odor test finding) outcome action by Landlord shall be limited to a single negative outcome within any 12-month period. All such testing shall be preceded by appropriately documented complaints being brought to Tenant's attention such that Tenant has the opportunity to exercise Tenant's right to rebut the claim on the same or immediately following business day, any timely rebuttals to be reasonably considered by Landlord in its final decision to

take or not take action. Notwithstanding anything else herein to the contrary, Tenant shall not be in violation of or subject to any costs specified in this Section (nor in violation of the Lease) for odor emanations occurring as a result of any operations outside of the Leased Premises by parties other than Tenant or its affiliates, vehicles off of the Leased Premises in queue for delivery or departure from the Leased Premises, or vehicles in transit to or from the Leased Premises that may cross other areas of Landlord's property.

10) Effective as of the Effective Date, Section 16(a) of the Lease is hereby amended to strike the FAA consent requirement.

11) Effective as of the Effective Date, Section 19 of the Lease is hereby amended to provide a new notice address for Tenant c/o Genesis Industrial Group, LLC, 2700 Post Oak Rd., 21st Floor, Houston TX 77056.

Tenant represents and warrants that it is in good standing, is authorized to enter into this Amendment, that the undersigned officer is authorized to deliver this Amendment on behalf of Tenant and that Tenant has obtained any and all required consents, including without limitation from lenders, with respect to this Amendment. In the event this representation and warranty is not accurate, Tenant shall be in default of the Lease. Landlord and Tenant shall execute an amendment to the recorded Memorandum of Lease to provide record notice of this amendment and the additional premises leased by the Lease as amended.

Except as modified hereby, the Lease shall remain in full force and effect.

[Signatures on the following pages]

SIGNATURE PAGE TO
SECOND AMENDMENT TO GROUND LEASE

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to Ground Lease to be executed and delivered as of this 31st day of October, 2019.

LANDLORD:

MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY

By:



Steven H. Levesque, Executive Director

SIGNATURE PAGE TO
SECOND AMENDMENT TO GROUND LEASE

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to Ground Lease to be executed and delivered as of this 31st day of October, 2019.

TENANT:

VILLAGE GREEN BRUNSWICK LANDING, LLC

By: 
David Q Weyburn, Chief Executive Manager

EXHIBIT A-1
PLANS SHOWING LEASE PREMISES AND EASEMENT AREAS

Includes by reference C-2, C-5, and C-6 from the document *12601a-Quasar Energy.pdf* and Exhibit B, both documents prepared by Wright-Pierce, in addition to the image on the following page.

DRAFT



MMRE Pole # M4. 69° 54' 40.86" W / 43° 53' 55.998" N

EXHIBIT A-2

SURVEY DESCRIPTIONS

A parcel of land, with the improvements thereon, shown in Exhibit A-1 as the entire area interior to the 100-Foot Property Line Setback (the "Parcel"), situated northwesterly of Orion Street at Brunswick Landing, so-called, in the Town of Brunswick, Cumberland County, State of Maine, and being more generally contained within the perimeter of the Brunswick Landing Executive Airport (the "Lot"), described as follows:

Two parcels of land, with the improvements thereon, as follows:

PARCEL ONE

BEGINNING at the southeasterly corner of the parcel herein being described, said corner being N 74° 33' 02" E and a distance of 237.60 feet, crossing land being retained by Landlord, reference deed recorded in Cumberland County Registry of Deeds (CCRD) in Book 28067, Page 1, from the intersection of the proposed northwesterly right-of-way line of Orion Street with the westerly line of other land of Landlord, reference deed recorded in CCRD in Book 29438, Page 1, said other land being described as parcel "AIR-9" in said deed, said intersection being shown on a plan entitled "Boundary Survey of a Portion of Land of U.S. Navy at Naval Air Station Brunswick, Maine to be Conveyed to the Midcoast Regional Redevelopment Authority, Brunswick, Maine (Cumberland County)", dated January 14, 2011, by Sitelines, PA, Brunswick, Maine (Sitelines Plan), the parcel herein being described is shown as "Proposed Lease Lot, 3.47 ± Ac." on a plan entitled "Existing Conditions & Boundary Plan, Village Green Brunswick Landing LLC, Village Green Maine LLC, Digester/Generation, Brunswick, Maine", dated April 12, 2013, revised through August 2013, by Wright-Pierce (the "VGM Plan"; see Drawing C-2 in Exhibit A-1);

Thence S 84° 46' 49" W along said land being retained by Landlord (28607/1), a distance of 360.00 feet;

Thence N 5° 13' 13" W along said land being retained by Landlord (28607/1), a distance of 420.00 feet;

Thence N 84° 39' 42" E along said land being retained by Landlord (28607/1), a distance of 360.00 feet;

Thence S 5° 13' 13" E along said land being retained by Landlord (28607/1), a distance of 420.74 feet to the POINT OF BEGINNING, containing 3.47 acres, more or less.

PARCEL TWO

Being a portion of the premises described by Quitclaim Deed of the United States of America, acting by and through the Secretary of the Navy, Base Closure Program Management Office Northeast, Philadelphia, PA, to the Midcoast Regional Redevelopment Authority, dated March 28, 2011, recorded in Cumberland County Registry of Deeds in Book 28607, Page 1, and a portion of the premises described by Quitclaim Deed of the United States of America, acting by and through the Secretary of the Navy, and by the Naval Facilities Engineering Command, Base Closure Program Management Office Northeast, Philadelphia, PA, to the Midcoast Regional Redevelopment Authority, dated March 14, 2012, recorded in Cumberland County Registry of Deeds in Book 29438, Page 1.

A certain lot or parcel of land with the improvements thereon situate northwesterly of Orion Street at Brunswick Landing, so-called, in the Town of Brunswick, Cumberland County, State of Maine, and being bounded and described as follows:

Beginning at a point along the southwesterly line of the Lease Lot described in Book 31437, Page 327 of the Cumberland County Registry of Deeds. Said point being N 5° 13' 13" W along the southwesterly line of said Lease Lot, a distance of 30 feet from the southwesterly corner of said Lease Lot;

Thence N 5° 13' 13" W along the southwesterly line of said Lease Lot, a distance of 255 feet to a point on the southwesterly line of said Lease Lot;

Thence S 84° 46' 47" W crossing land of Midcoast Regional Redevelopment Authority (Deed Reference Book 28067, Page 1 of the Cumberland County Registry of Deeds) a distance of 75.00 feet to a point;

Thence S 5° 13' 13" E crossing said land of Midcoast Regional Redevelopment Authority, a distance of 255 feet to a point;

Thence N 84° 46' 47" E crossing said land of Midcoast Regional Redevelopment Authority, a distance of 75.00 feet to the point of beginning;

The Land's Square Footage, equal to the area of the Parcel, is 130,823 square feet – equivalent to the sum of the portions of the Parcel located in PARCEL ONE (103,729 square feet) and PARCEL TWO (27,094 square feet). The square footage of the Parcel, and therefore the Land's Square Footage, is subject to adjudication by the Maine Department of Environmental Protection (the "DEP") and may be adjusted in size, not to exceed the area or extend beyond the boundaries of the hereinabove described Lot. Should the Parcel's square footage be adjusted as a result of such DEP adjudication, Landlord and Tenant agree to modify this Lease accordingly to reflect said adjustment in a timely manner.

Bearings cited herein are oriented to Grid North, Maine State Coordinate System, West Zone, (NAD 83)

In addition to the two above-described parcels:

Landlord leases to the Tenant herein, an appurtenant PAVEMENT REMOVAL EASEMENT to allow the Tenant to fulfill its DEP-mandated requirement to remove specific existing Brunswick Landing impervious surfaces, said easement area being associated with the feature labeled on Drawing C-2 of the VGM Plan (see Exhibit A-1) as "Existing Paved Road to be Removed, Loam and Seed" and is shown to abut the westerly line of the hereinabove described Lot and end at the southerly edge of the Brunswick Landing Executive Airport tarmac which is labeled "Concrete Tarmac". Said easement area encompasses the to-be-removed paved road plus 10-foot wide strips of land to either side.

Landlord leases to the Tenant herein, appurtenant STORMWATER DRAINAGE EASEMENTS;

- to allow for the drainage of stormwater from the improvements proposed to be constructed on the hereinabove described parcel (proposed improvements), over, and across said land being retained by Landlord (28607/1);
- to allow for the installation, construction, use, maintenance, replacement and reconstruction of a proposed connection to the existing storm drain system of MRRA passing under and through the hereinabove described Lot; and

- to allow for the discharge of stormwater from the said proposed improvements directly into the existing storm drain system via said proposed connection.

Reserving to Landlord, its heirs and assigns, a STORM DRAIN EASEMENT, located within the hereinabove described Lot, to allow for the continued use, maintenance, replacement, repair and reconstruction of an existing storm drain system and appurtenances thereof, said easement to be located within 20-foot wide strips of land centered on the existing storm drain pipes and extending to the boundaries of the hereinabove first-described parcel, said 20-foot wide strips of land being shown as "Proposed 20' Wide Storm Drain Easement of MRRA" on Drawing C-2 of the VGM Plan (see Exhibit A-1).

Landlord leases to Tenant herein, an appurtenant TARMAC UTILITY EASEMENT (the "Tarmac Utility Corridor") to allow for the installation, construction, replacement, reconstruction and use of proposed utility services and associated structures thereof, including a stormwater infiltration pond (the "SIP"), a natural gas service line, water lines and electrical and communications lines, in, on, over and under a strip of land extending from the proposed westerly right-of-way line of Orion Street in a general westerly direction to the easterly line of the hereinabove described Lot. Said strip of land being a portion of said first-mentioned land of Landlord (28607/1) and a portion of said other land of Landlord (29438/1), and is shown as "Proposed Access & Utility Easement of VGBL and VGM (34,452± S.F.)" on Drawing C-2 of the VGM Plan (see Exhibit A-1), said strip of land being further bounded and described as follows:

BEGINNING at a point on the easterly line of the hereinabove described parcel, said point being S 5° 13' 13" E and 85.16 feet as measured along said easterly line from the northeasterly corner of the hereinabove described parcel;

Thence N 84° 37' 23" E crossing said first-mentioned land of Landlord (28607/1) a distance of 574.26 feet to a point of curvature;

Thence in a general northeasterly direction crossing said first-mentioned land of Landlord (28607/1) along a curve to the left having a radius of 50.00 feet through a central angle of 69° 36' 27" an arc distance of 60.74 feet to a point and the proposed westerly right-of-way line of Orion Street, said point being N 49° 49' 10" E a chord distance of 57.08 feet from the last-mentioned point;

Thence S 15° 00' 56" W along the proposed westerly right-of-way line of Orion Street a distance of 66.96 feet to a point of curvature;

Thence in a general southerly direction along the proposed westerly right-of-way line of Orion Street, along a curve to the right having a radius of 615.00 feet through a central angle of 4° 52' 31" an arc distance of 52.33 feet to a point of reverse curvature, said point being S 17° 27' 11" W a chord distance of 52.31 feet from the last-mentioned point;

Thence in a general northwesterly direction crossing said other land of Landlord (29534/1), along a curve to the left having a radius of 15.00 feet through a central angle of 115° 16' 04" an arc distance of 30.18 feet to a point, said point being N 37° 44' 35" W a chord distance of 25.34 feet from the last-mentioned point of reverse curvature;

Thence N 84° 37' 23" E crossing said other land of Landlord (29534/1) and said first-mentioned land of Landlord (28607/1), a distance of 564.09 feet to the easterly line of the hereinabove described parcel;

Thence N 5° 13' 13" W along the said easterly line of the hereinabove described parcel a distance of 57.00 feet to the point of beginning, containing 34,452 square feet, more or less.

Reserving to Landlord, its heirs and assigns, rights to allow for the use, maintenance, replacement, and reconstruction of the hereinabove mentioned SIP and appurtenances connected thereto, located partially on and under the hereinabove last-described strip of land. Said rights also to allow for the continued drainage of stormwater from lands of the Landlord, across and under said hereinabove described Tarmac Utility Corridor into said SIP.

Landlord leases to Tenant herein an appurtenant SEWER FORCE MAIN EASEMENT over the parcel, with the improvements thereon, associated with the feature shown in Drawing C-5 and Drawing C-6 of the VGM Plan (see Exhibit A-1) and labeled "FM" and also "4-Inch HDPE Force Main", said parcel a 20-foot wide strip of land centered on the aforementioned sewer force main traveling from the Parcel and terminating near the Brunswick Landing Executive Airport building known as "Hangar 5". More specifically, the sewer force main is a conduit by which sewage effluent from the Tenant's facility is transported under pressure to the sewer manhole identified in Drawing C-6 of the VGM Plan as "SMH-245". Said parcel terminates at SMH-245 with a 10-foot radius circle centered on the manhole. Should the as-built location of the sewer force main be significantly different from the proposed location in the VGM Plan, Landlord and Tenant agree to modify this Lease to address any necessary changes in a timely manner.

Landlord leases to Tenant herein an appurtenant ELECTRIC GRID DATA ACQUISITION AND COMMUNICATIONS EASEMENT over the parcel, with the improvements thereon, associated with the feature "m4" in the image entitled "MMRE Pole # M4" in Exhibit A-1, said parcel defined as the overhead electric pole located at 43°53'55.998" N, 69°54'40.86" W, more generally identified as being four poles south of the southernmost corner of the intersection of Gurnet Road (Rte 24) and Antietam Street in Brunswick, ME generally across from the current or former location as of the date hereof of the Parkwood Inn (so-called). Should the as-built location of the electric grid data acquisition and communications system be situated in another location, Landlord and Tenant agree to modify this Lease to address any necessary changes in a timely manner.

Landlord leases to Tenant herein, an appurtenant ORION STREET IN-GROUND UTILITY EASEMENT to allow for the installation, construction, replacement, reconstruction and use of proposed utility services and associated structures thereof, including a natural gas service line, water lines and communications lines, in, on, over and under a strip of land in the proposed Orion Street right-of-way shown on Drawing C-6 of the VGM Plan (see Exhibit A-1).

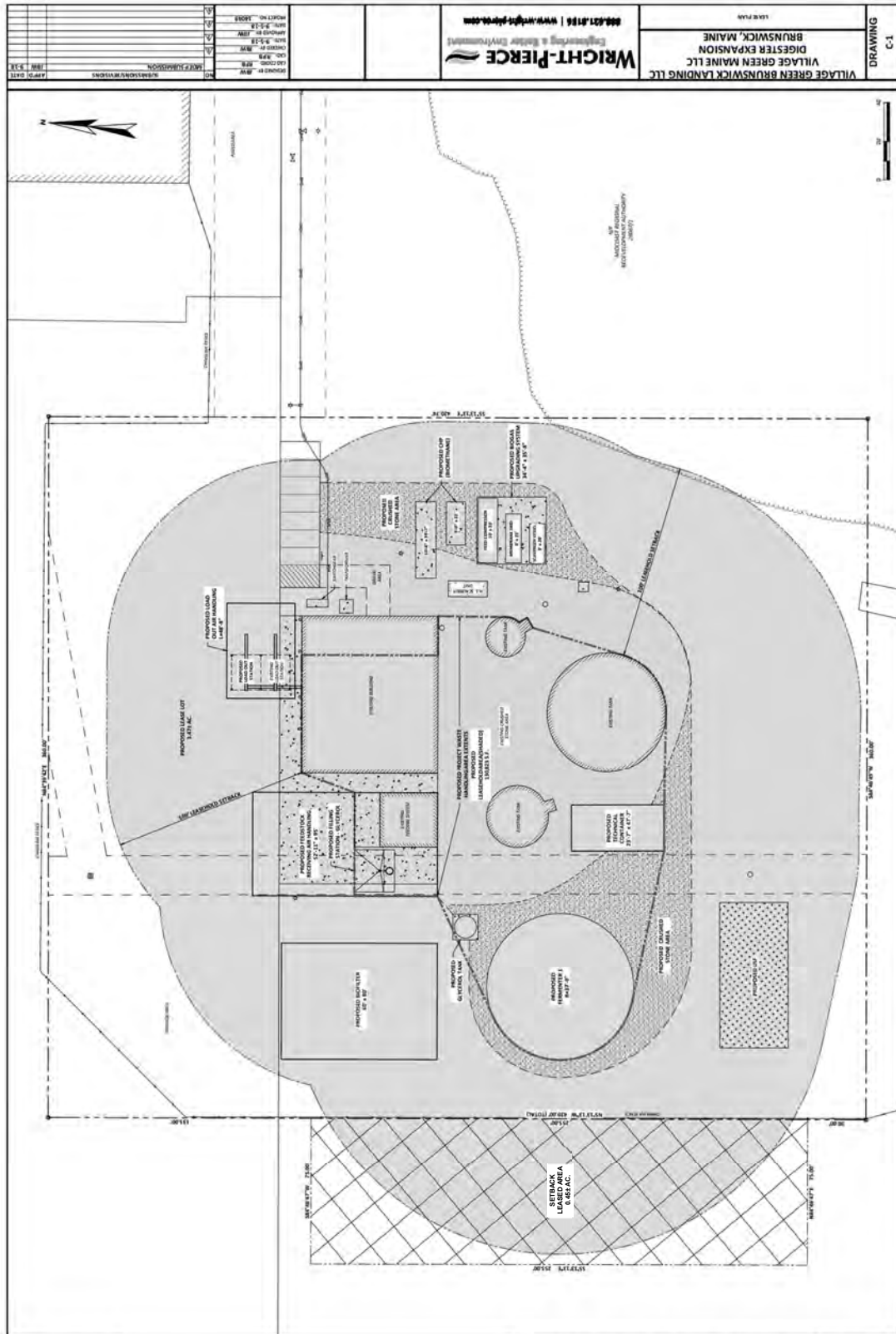
Landlord leases to Tenant herein, an appurtenant ORION STREET OVERHEAD ELECTRIC UTILITY EASEMENT to allow for the installation, construction, replacement, reconstruction and use of proposed electrical utility equipment, in, on, over and under the overhead electric system labeled as "OHE" on Drawing C-6 of the VGM Plan (see Exhibit A-1), up to Pole EP1.30, which is located at the intersection of Orion St and Purinton Rd.

The Tenant agrees for itself and its successors and assigns to properly and professionally undertake all work permitted hereunder within the above-described areas or pursuant to the above-described easements at the Tenant's sole cost and expense and, following the completion of any such work within such areas and the disturbance of the such areas including, but not limited to, all tarmac, roadways, pavement, landscaping and improvements therein, or any land adjacent thereto, to restore all of such to their condition prior to the undertaking of such work except that Tenant's restoration obligations in this paragraph shall not modify or enlarge Tenant's rights under Section 1 of the Lease relating to (i) non-severable infrastructure improvements affixed to the real estate, including but not limited to subsurface improvements and utilities and/or stormwater drainage facilities) and (ii) such other improvements then in a condition reasonably susceptible to use by another party as approved in writing by Landlord prior to the expiration or earlier termination of this Ground Lease. Such work shall be undertaken by the Tenant in a reasonable manner so as to minimize the disruption of the activities of the Landlord and Landlord's successors, assigns and other tenants.

Bearings are oriented to Grid North, Maine State Coordinate System, West Zone, (NAD 83), as referenced on said Sitelines Plan.

DRAFT

Exhibit B Wright-Pierce Plan



ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (this "Agreement") is dated this 2nd day of February, 2024, by and between **VILLAGE GREEN BRUNSWICK LANDING, LLC**, a Maine limited liability company with a mailing address of 80 Church Street Unit B, Tarrytown, NY 10591 ("Assignor") and **BRUNSWICK AD, LLC**, a Delaware limited liability company with a mailing address c/o Inverdale Capital Management, LLC, 4550 Travis Street Suite 550, Dallas, TX 75205 ("Brunswick") ("Assignee").

WHEREAS, Assignor is the "Tenant" under a certain Ground Lease dated March 14, 2014 (the "Original Lease") a memorandum of which is recorded in the Cumberland County Registry of Deeds in Book 31437, at Page 327, to which reference is hereby made for a description of a certain parcel described therein as the "Leased Premises", as amended by an Amendment to Ground Lease dated as of November 7, 2014, and a Second Amendment to Ground Lease dated as of October 31, 2019 (as so amended, the "Lease") a copy of which Lease is attached hereto as **Exhibit A**; and

WHEREAS Assignor desires to assign and Assignee desires to acquire the rights and obligations of Tenant under the Lease; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, all of its right, title and interest as Tenant in and to the Lease, together with all of its right, title and interest in and to any and all other fixtures, improvements and infrastructure located on the Premises under the Lease. Assignor represents and warrants to Assignee that: (i) there are currently no pending or actual defaults by Tenant under the Lease and (ii) that Assignor has the right and power to convey its interest under the Lease to Assignee. Assignor hereby agrees to indemnify and save Assignee harmless from and against any and all verifiable losses, damages and liabilities of any nature whatsoever, including, without limitation, reasonable attorneys' fees and expenses actually incurred by Assignee by reason of Assignor's failure to perform any of Tenant's obligations under the Lease prior to the date hereof, or due to the breach of any of the above representations and warranties of Assignor to Assignee.

2. Acceptance. Assignor shall not be responsible under the Lease for the discharge or performance of any duties or obligations to be performed or discharged by the Tenant under the Lease on or after the date hereof. Assignee hereby accepts the foregoing sale, assignment and transfer and assumes, promises and agrees to be bound by, and to faithfully perform all covenants, stipulations, agreements and obligations of the Tenant under the Lease occurring on or after this date and continuing thereafter, including, but not limited to, the obligation to pay rent, in accordance with the terms of the Lease, to the Landlord thereunder. Assignee hereby agrees to indemnify and save Assignor harmless from any and all verifiable losses, damages and liabilities of every nature whatsoever, including, without limitation, reasonable attorneys' fees and expenses actually incurred by Assignor by reason of Assignee's failure to perform any of Tenant's obligations under the Lease on or after the date hereof.

3. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. The parties shall execute and deliver such further additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement, and/or to ensure compliance with any applicable law or regulation concerning the transfer of the Lease. The right and ability of Landlord to enforce of the Lease against any party liable or responsible for performance of the Lease shall be unaffected by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by their duly authorized agents as of the day and year first above written.


WITNESS:

Assignor:

DocuSigned by:

 28C57094B2B14E8...
 Name: WILLIAM HARDY

**VILLAGE GREEN
 BRUNSWICK LANDING, LLC**

By: 
 DB294DB94A844F1...
 By: David Weyburn
 Its: Manager

Assignee:

Name: _____

BRUNSWICK AD, LLC

By: _____
 Its: _____

CONSENT OF LANDLORD:

Per Section 16(a) of the Lease, Landlord **MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY** consents to the foregoing assignment. This consent is not a waiver of the applicability of Section 16(a) and other provisions of the Lease to other or subsequent assignments.

By: _____
 Its Executive Director

3. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. The parties shall execute and deliver such further additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement, and/or to ensure compliance with any applicable law or regulation concerning the transfer of the Lease. The right and ability of Landlord to enforce of the Lease against any party liable or responsible for performance of the Lease shall be unaffected by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by their duly authorized agents as of the day and year first above written.

WITNESS:

Assignor:

**VILLAGE GREEN
BRUNSWICK LANDING, LLC**

Name: _____

By: Dave Weyburn_____
Its: Manager_____

Assignee:

Name: _____

BRUNSWICK AD, LLC

By: Dan Crouse_____
Its: CEO_____

CONSENT OF LANDLORD:

Per Section 16(a) of the Lease, Landlord **MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY** consents to the foregoing assignment. This consent is not a waiver of the applicability of Section 16(a) and other provisions of the Lease to other or subsequent assignments.

By: _____

Its Executive Director

Exhibit A

LEASE

Dana Husnay
Executive Vice President of Development
Viridi RNG
Via email: dana.husnay@viridirng.com

February 2, 2024

Re: Anaerobic Digester Facility, Brunswick, Maine

Dear Dana:

As requested, we have reviewed the proposed Assignment and Assumption of Lease Agreement pursuant to which Village Green Brunswick Landing, LLC assigns its interest in the Ground Lease dated March 14, 2014 ("Ground Lease") to Brunswick AD, LLC (the "Assignment"). We understand that the Assignment is required for the transaction in which Viridi is acquiring the interests in Brunswick AD, LLC from Inverdale Capital Management.

You have requested that Midcoast Regional Redevelopment Authority ("MRRA") execute the Assignment to provide its consent as landlord under the Ground Lease.


MRRA is willing to execute this consent subject to the following conditions:

- 1) Viridi acknowledges that the Ground Lease currently provides for the use of the site for the construction of the physical improvements located on the Ground Lease premises, but not for replacement or additional physical improvements. Viridi will provide its proposed construction plans for the site to MRRA for approval and incorporation in a lease amendment.
- 2) Viridi acknowledges that the Ground Lease currently provides for a restoration bond for the restoration of the premises upon the end of the Ground Lease. Viridi and MRRA will negotiate in good faith on the amount of the restoration bond to provide for an amount sufficient to cover tenant's obligation to restore the premises as provided in the Ground Lease. The bond will be put in place prior to the start of the additional construction planned.
- 3) Following Viridi's acquisition of the facility, Viridi and MRRA will renegotiate the existing Power Purchase Agreement.

Please sign this letter below to confirm your agreement with the above and return a signed copy.
Thank you.


MIDCOAST REGIONAL REDEVELOPMENT
AUTHORITY

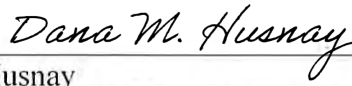
By: _____


Kristine Logan
Its Executive Director

Seen and agreed to:

Viridi RNG (and on behalf of its affiliates)

By: 
Dan Crouse
Its CEO Viridi

By:  2-Feb-2024
Dana Husnay
Its Executive Vice President of Development



NOTES:
1. EXISTING TOPOGRAPHY AND LAYOUT DIGITIZED FROM PDF DRAWING PROVIDED BY CROWDER INDUSTRIAL CONSTRUCTION ON APRIL 17, 2024

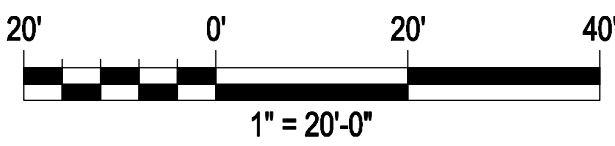


EXISTING CONDITIONS SITE PLAN

VIRIDI ENERGY
BRUNSWICK BIOSOLIDS RNG FACILITY

ICT I.C. THOMASSON ASSOCIATES, INC.
CONSULTING ENGINEERS
NASHVILLE, TN. (615) 346-3400

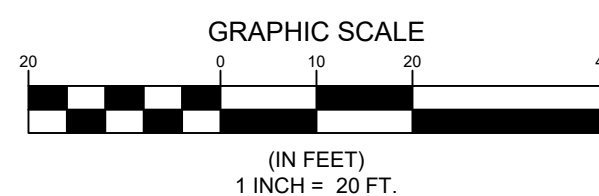
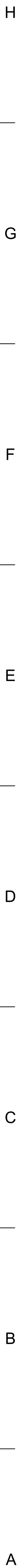
DRAWN BY	WTE	JOB No.	6210.01	SCALE
CHECKED BY	ESS	ISSUE DATE	MAY 10, 2024	SHEET No.
FILENAME	EXISTING CONDITIONS	PLOT DATE	MAY 10, 2024	1






NOT FOR CONSTRUCTION - FOR REFERENCE ONLY

DRAFT

DATE BY		DATE BY		DATE BY		DATE BY		DATE BY		DATE BY	
8		7		6		5		4		3	



SEBAGO
T E C H N I C S
WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd.
Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

	<h1 style="margin: 0;">VIRIDI ENERGY</h1> <h2 style="margin: 0;">BRUNSWICK BIOSOLIDS RNG FACILITY</h2>	
BRUNSWICK		MAINE
 <div style="display: inline-block; text-align: right; margin-top: -40px;"> I.C. THOMASSON ASSOCIATES, INC. A Salas O'Brien Company (615) 346-3400 </div>		
NASHVILLE, TN.		
DRAWN BY	CJC/TFG	JOB NO. 240496
CHECKED BY	RAM/TFG	ISSUE DATE 04/02/2025
FILE NAME	240496 S	PLOT DATE 11/13/2024
		SCALE 1" = 20'
		SHEET No. C-101

4. A detailed statement of the proposed use of the property and the precise zoning change requested (which may be contained in a draft contract zoning agreement);

Viridi is requesting to enter into a contract zone agreement to allow for an overhaul and restart of the existing renewable energy anaerobic digester on Brunswick Landing. The proposed use of the property is the same as the existing use as an anaerobic digester facility that accepts biosolid waste to produce renewable energy. Improvements are being made to allow the facility to process biosolids while producing electricity and renewable natural gas, as well as a water stream for discharge to the Brunswick Sewer District that contains less than 4 parts per trillion of PFAs compounds.

The previous site developed by Village Green had multiple issues that require a significant redesign. The receiving pit was inadequately sized and open to the atmosphere, the feedstock sources were inconsistent, the biogas production was lower than anticipated, and the belt press to process the digestate never worked properly. Viridi is addressing all of these issues, as well as increasing the energy production from the site by producing renewable natural gas.

The proposed improvements to the facility are as follows:

- (1) A two-million-gallon, insulated, steel-sidewall, digester tank with a fixed roof, and central-axis mixer will be constructed adjacent to the existing 850,000-gallon digester tank. The new tank will be approximately 70 feet in height, and 66 feet in diameter.
- (2) A thermal hydrolysis process (THP) unit will be installed to pre-treat incoming sludge, which assists with the anaerobic digestion process and boosts biogas production.
- (3) A building will be constructed over the existing solids receiving area (also known as the "receiving hall"). The ceiling height of the receiving hall will be sufficient to allow a 30 ton trailer to fully extend within the building. The entire receiving hall will be fully enclosed to significantly reduce ambient odors when trucks are dumping at the facility.
- (4) An enclosed steel building will be constructed on the north side of the property for residuals load out.
- (5) The current solids receiving hopper will be replaced with a new, larger, Huning brand hopper and feed pump.
- (6) A Unison RNG upgrading system will be installed which purifies raw biogas into pipeline quality natural gas. The system will receive biogas from the digester which passes through a hydrogen sulfide (H₂S) removal system. The biogas is then compressed to approximately 200 pounds per square inch gauge (psig). The compressed gas will be filtered and piped to a volatile organic compound (VOC) removal system. The H₂S and VOC free gas will be piped to a membrane system for direct delivery to the natural gas distribution system within the MRRA campus.
- (7) A 1.2-megawatt (MW) CHP unit will be installed. The CHP will be fueled by natural gas from the MNG pipeline and will produce electricity for the facility, with any excess electricity metered to the Brunswick Landing electrical distribution grid. Captured heat from the CHP will be used to heat the digester and holding tanks.

- (8) The existing biogas flare will be replaced with a larger-capacity flare system. The flare is a backup system to control generated biogas during system downtime or when biogas production exceeds the capacity of the processing equipment. The flare is designed to burn 150% of the expected biogas production volume. Flare ignition and run time will be controlled by the pressure in the main anaerobic digester
- (9) A volute press will be installed for dewatering Anaerobic Digester Effluent. The press will be installed in the existing dewatering building, replacing the current tower belt filter press.
- (10) A Dorset Sludge Dryer unit (or similar) will be installed to dry the dewatered sludge to 90% total solids. The remaining solids will be loaded into a truck in the enclosed residuals building, and hauled off for disposal.
- (11) An evaporator will be installed to process the liquids off of the centrifuge. The distillate from the evaporator unit will discharge to the Brunswick sewer district, and the concentrate will be mixed with the solids ahead of the Dryer unit.
- (12) The existing biofilter will be removed and replaced with a larger unit to accommodate the new building volumes.
- (13) Lead Lag Activated carbon vessels will be installed after the evaporator to reduce PFAs components to less than 4 parts per trillion going to the Brunswick Sewer District.

These improvements to the existing facility at Brunswick landing reduce odor concerns, improve the processing of biosolid sludge for the facility, produce electricity and natural gas for the community, and address discharge concerns to the Brunswick Sewer District.

Odors will be controlled by adding an enclosed biosolids receiving bay, as well as an enclosed truck load out building for the dried product. Both of these operations were not enclosed at the Village Green facility, which led to increased ambient odor at the site. Truck odors while driving are addressed by adhering to the truck route presented in Appendix A. This route does not pass by any residences or next to Wild Oats or Flight Deck Brewing. Trucks will pass through largely industrial zones to arrive at the plant. Viridi will ensure that all arriving truck drivers adhere to this route.

The discharge to Brunswick Sewer District is addressed through the installation of an evaporator. The old facility processed the digestate through a belt press, which had difficulty meeting the ammonia and total solids limits to the Brunswick Sewer District. The evaporator ensures that the new plant is well below any current discharge requirements to the sewer district.

Viridi is planning to spend close to \$70 million to make these updates for the restart of the facility. Viridi has also been working on a cleanup effort at the facility since May 2024, which includes spending close to \$1 million to dispose of the material left behind by the previous owner. This work has been successfully completed without an odor complaint or concern from the neighboring properties.

The requested zoning change in this application allows Viridi to execute on all of these improvements to the existing facility and restart operations.

5. A statement explaining how it is consistent with the comprehensive plan and permitted and existing uses within the original zone.

Consistency with the Comprehensive Plan and Climate Objectives

The proposed renewable energy project is located in the former Brunswick Naval Air Station (BNAS) Growth Area, as referenced in the 2008 Comprehensive Plan. One of the goals of redeveloping the BNAS area was to focus on “Business and Technology Industries”, and the proposed development is a technology industry. The proposed redevelopment is also at the border of the GA and GI zones and is a conditional use in the GI zone.

Policy Area 3 of the Comprehensive Plan is to promote the Desired Growth/Rural Pattern of Development. Specifically, the first Key Objective emphasizes rezoning of the BNAS to promote growth. The enhancement of the existing digester at Brunswick Landing allows Viridi to restart the facility, hire a local operations staff, and provide renewable energy to the community.

Another goal of the Comprehensive Plan is Policy Area 8 - Promoting a diverse and healthy local economy. Under Key Action 1, the plan underlines that alternative energy is a targeted industry under the BNAS Reuse master plan. The Brunswick Anaerobic Digester project fits squarely into this objective as a project that generates renewable natural gas on Brunswick Landing. The project also will generate local construction jobs, as well as permanent jobs in clean technology, which supports Key Objective 3 of this policy area. The Brunswick Anaerobic Digester project brings a diverse project to the local economy, provides a renewable energy resource, and creates local jobs in the renewable energy sector, all which support policy area 8 of the Comprehensive Plan.

In addition to the Comprehensive Plan for Brunswick, this renewable energy project helps to support the Brunswick Recycling & Sustainability Committee’s Goals and the Brunswick Climate Action Plan. One of the goals of the committee is to “Actively research & support applying for grant/other funding opportunities that reduce emissions, mitigate the impact of climate change, and build a more sustainable community”. Viridi’s investment in an overhaul of the existing Brunswick Anaerobic Digester facility provides electricity and renewable natural gas to the Brunswick community, both which mitigate the impact of climate change and provide sustainable, reliable, long-term energy to the community. The renewable natural gas produced by this project will be enough to heat 3,600 Brunswick homes. On a broader scale, the project helps the state of Maine in both its emissions reductions targets and biosolids management objectives. By diverting sludge to an anaerobic digester and away from the state owned Juniper Ridge landfill, this project helps eliminate significant fugitive methane emissions, convert those unwanted emissions into usable natural gas for the town of Brunswick, and significantly reduce the amount of biosolids material going to the landfill.

The Comprehensive Plan does not explicitly reference the Brunswick Climate action plan, but references a lot of the broader climate goals. The Climate Action plan strives to “Increase the

use of clean, alternative energy by, for example, investing in “green tags”, advocating for the development of renewable energy resources, *recovering landfill methane for energy production*, and supporting the use of waste to energy technology.” The enhancement of the Brunswick Anaerobic Digester meets this goal of the US Mayors climate protection agreement and will be the only waste to energy project in the Town of Brunswick. The project reduces over 11,000 tons per year of CO2 emissions, or the equivalent of taking 2,300 gasoline powered cars off of the road for one year. The renewable energy project solves a major climate issue in the landfilling of Maine biosolid sludge and produces alternative energy for use by the Town of Brunswick.

Consistency with Permitted Uses in the Existing Zone

The existing site already hosts an anaerobic digester for generation of renewable energy. The proposed use is an improvement of the existing design to reduce odors and reduce discharge volume to the Brunswick Sewer district. The redesign also exports power to MRRA, renewable natural gas to Maine Natural Gas distribution line, and has minimal impact to air quality, noise and local traffic.

The proposed site plan meets the Town’s zoning requirements for use, density and dimensional requirements for the GA Zoning District. The site dimension requirements are listed below:

	Lot Width, min. (ft)	Front Setback, min. (ft)	Rear Setback, min. (ft)	Side Setback, min. (ft)	Impervious surface coverage, max.	Building height, max. (ft)
Zoning Requirement	50	0	20	15	80%	100
Viridi Design	473.7	103.2	109.4	61.4	52.4%	75

- The proposed use does not have a required number of parking spaces due to the variability in utility sites. Viridi is proposing 7 total parking spaces for the site. The existing facility has 7 parking spaces, and the operators find this amount to be acceptable for their future needs. The expansion will increase the output for the facility but is not anticipated to increase the peak parking demand for the facility beyond the 7 spaces.

“Utility Facility, Major, as a Principal Use” is a contract use in the GA zone. Viridi is requesting that a contract zone be allowed for the expansion of the existing anaerobic digester facility for the following reasons:

- The existing site was used as a renewable energy generating facility under the previous zoning regulations. Updated zoning regulations are now requiring a contract zoning application, primarily due to incoming truck traffic to the site. The Town of Brunswick is concerned about increased truck activity throughout Brunswick Landing. Viridi recognizes the concerns that there will be additional truck activity related to this

renewable energy project. We look forward to working with Town staff, Planning Board, Town Council, Brunswick residents and other stakeholders to address these issues. We are confident that an equitable and logical solution can be achieved in the interests of successfully permitting this renewable energy project.

- The proposed expansion will not change the use of the facility but will only enhance the current use. The site is located near the boundary to the GI zone, where the proposed use is permitted as a conditional use. Similar industrial facilities may occur in the immediate vicinity of the proposed expansion.
- The main infrastructure for the site is already existing and has been previously operated in this location. The current plant does not provide any community benefit as it is sitting idle, and cannot operate without the state of the art improvements that Viridi is proposing.

The proposed site plan meets the remainder of the Town's requirements for the GA zone as listed in Chapter 3 of the Zoning Ordinance and will require review and approval from the Planning Board.

The proposed renewable energy project does not propose additional street construction or for additional curb cuts to existing streets. The following estimates of truck traffic for the expanded site are based on current usage and the additional associated with the expanded site. The site is capable of accommodating the anticipated truck traffic:

Traffic with material entering the facility:

10 - 12 trucks per day

Traffic with material leaving the facility:

1 - 2 trucks per day

The proposed redevelopment will not substantially increase the amount of truck traffic that was previously reviewed and approved for the Village Green Digester project. The proposed use is industrial in nature and will not increase the number of peak staffers at the site, so vehicular use is also not anticipated to increase as a result of the proposed redevelopment.

The site is not located in an area where pedestrian oriented character is supported. The proposed setbacks are consistent with the surrounding uses and meet the requirements of the GA zone's dimensional and density standards.

The proposed improvements are anticipated to improve the efficiency of the plant and increase the output of energy at the facility to Maine Natural Gas and MRRA. No modifications to the processes, or modifications to the site operations, are proposed that would change the timing of deliveries. Deliveries are anticipated to continue to be during normal day time operating hours of the facility when staff is present.

The renewable energy project has a relatively low noise profile when compared to uses within 300-feet of the redevelopment. The renewable energy project is located on the southerly end of the concrete tarmac of the airport facility, and the closest residential use is over 2,600 feet away. The proposed noise level from the site is not anticipated to substantially increase with the

proposed development. The redevelopment is located adjacent to an airport runway and generates substantially less noise than jets and airplanes.

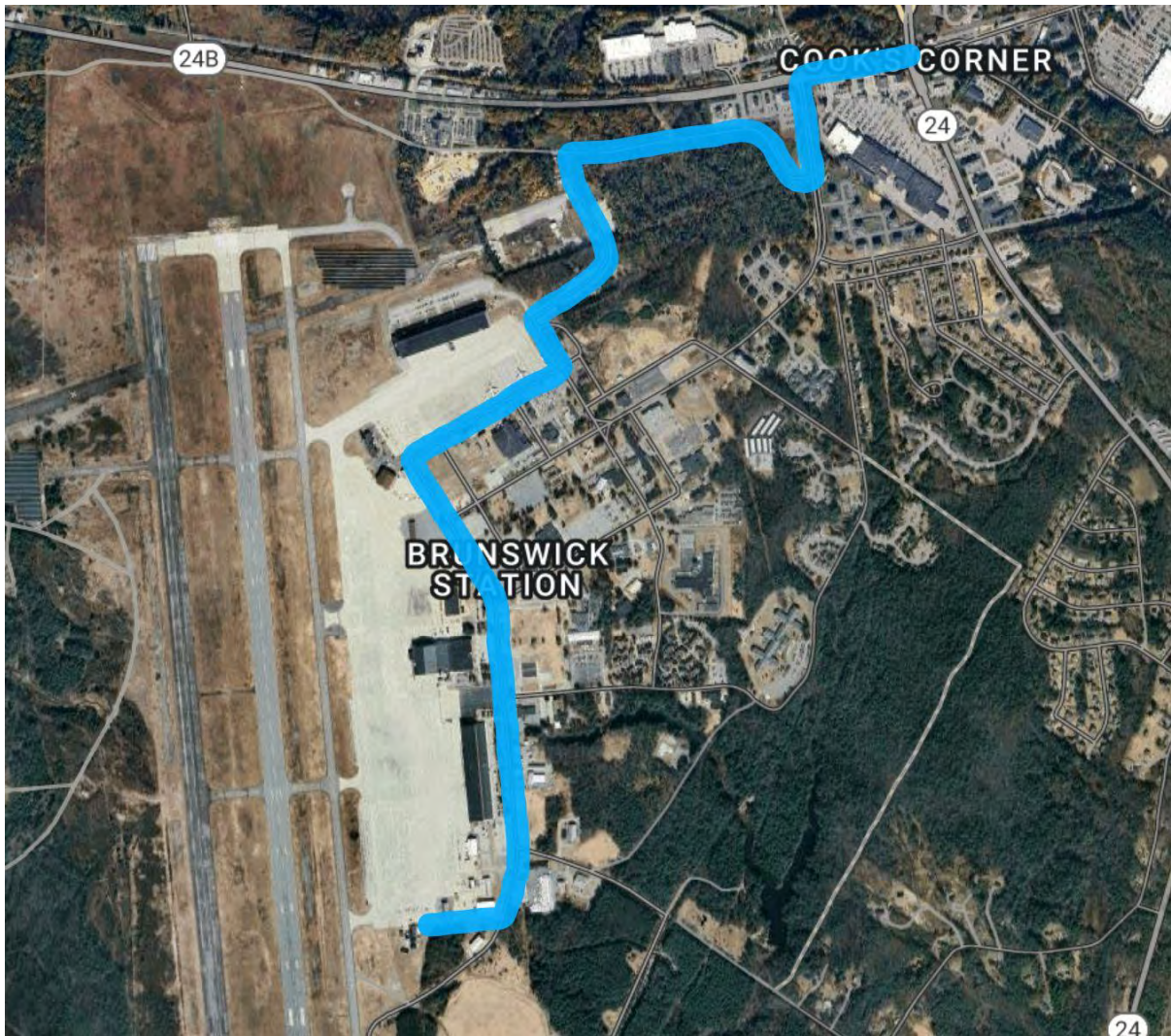
6. A statement setting forth the conditions or restrictions that the applicant proposes. The planning board may propose additional conditions or restrictions.

Viridi and their project partners will drive trucks via the route in Appendix A. Any other routes through the Town of Brunswick are considered a violation of the contract zone. Viridi is able to qualify each generator that brings material to the facility and can disqualify generators if they do not adhere to the agreed upon route.

Viridi will be installing a wastewater filtration system at the renewable energy facility to virtually eliminate PFAS in water that is discharged to the Brunswick Sewer District. The wastewater stream will pass through an activated carbon filter that virtually eliminates any residual PFAS. The renewable energy facility will not add PFAS risk to the Brunswick Landing or broader Brunswick community in a material respect.

Additionally, Viridi proposes to serve as an anchor donor to create a new community benefit fund for the purpose of helping Brunswick address PFAS contamination in local water wells. The amount of the fund will be \$3,000,000. Funds could be used for installing residential filtration systems, testing and monitoring local wells for PFAS contamination, and connections to the public water system. The Town of Brunswick will have full discretion over the fund and will oversee its mission and its disbursement. Viridi is also committed to partnering with other local organizations and governing bodies to contribute to this fund. This initiative recognizes the commitment of the people of Brunswick to create a safer and more environmentally sustainable community. Viridi seeks to support those efforts.

Appendix A. Truck Route



Appendix B. Contractor Information

Mechanical

Company: I.C. Thomasson Associates, Inc.
Name: Phillip Barbe, P.E.
Address: 2950 Kraft Drive, Nashville, TN 37204
Phone #: 615-346-3480
Reg. #: 18184

Electrical

Company: I.C. Thomasson Associates, Inc.
Name: Kevin Whitehurst, P.E.
Address: 2950 Kraft Drive, Nashville, TN 37204
Phone #: 615-346-3502
Reg. #: 14129

Civil

Company: Sebago Technics, Inc.
Name: Robert A. McSorley, P.E.
Address: 75 John Roberts Rd., Suite 4A, South Portland, ME 04106
Phone #: 207-200-2100
Reg. #: 8588

Land Survey

Company: Sebago Technics, Inc.
Name: Christopher LaMotte, P.L.S.
Address: 75 John Roberts Rd., Suite 4A, South Portland, ME 04106
Phone #: 207-200-2100
Reg. #: 2591

Architectural

Company: MHP Architects
Name: Bob Panvini
Address: 335 53rd Ave N, Nashville, TN 37209
Phone #: 615-329-3922
Reg. #: ARC5841

Structural

Company: Stanley D Lindsey and Associates, Ltd.
Name: Ben Nelson
Address: 750 Old Hickory Blvd Building 1 Suite 175, Nashville, TN 37027
Phone #: 615-320-1735
Reg. #: 18816