

DRAFT LEASE
MATERIALS PROCESSING FACILITY
JANUARY 15, 2013

Lease Agreement

This Lease (the "Lease") is made and entered into the _____ day of _____, 2013 by and between the CITY OF LEWISTON, a municipal corporation organized by law with a principal place of business in Lewiston, County of Androscoggin, State of Maine (the "CITY") and Casella Recycling, LLC, a Maine limited liability corporation having its principal place of business in the City of Charlestown, County of Suffolk, Commonwealth of Massachusetts ("CASELLA").

WITNESSETH:

In consideration of the mutual promises herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

ARTICLE 1: LEASED PREMISES

The CITY hereby leases to CASELLA and CASELLA hereby leases from the CITY those premises described in Attachment A, annexed hereto (+3 ACRES), and including the buildings and structures located therein known as the Solid Waste Facility Processing Building (collectively the "Premises"). This Lease specifically excludes areas outside of the Premises shown on Attachment A and, more particularly, the CITY's adjacent recycling area and sanitary landfill, all of which shall remain under the sole control and management of the CITY and not subject to any rights of CASELLA. CASELLA shall use the Premises to construct and operate a Recyclable Materials Processing Facility (the "Facility") for the processing of materials that can be recycled, as more fully described in Attachment B ("Recyclable Materials").

ARTICLE 2: TERM & CONSTRUCTION DATE

- A. Term. This Lease shall extend for a term of twenty (20) years from the Effective Date (hereinafter defined) unless sooner terminated as hereinafter provided. The Lease may be extended for additional terms of five (5) years upon mutually acceptable terms and conditions and agreement of the parties.

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B. Construction Date. CASELLA shall have ten (10) months from the date of execution of the Lease to satisfy (or waive, in CASELLA's sole judgment), the following conditions precedent (the "Conditions Precedent") to effectiveness of the Lease (The first day of the calendar month immediately following the month in which the Conditions Precedent are satisfied is referred to as the "Construction Date"):

(1) CASELLA shall have received all necessary permits, approvals and authorizations, including all state and local construction and operating permits, approvals and authorizations, for the construction and operation of the Facility by the scheduled Construction Date. Casella shall undertake commercially reasonable efforts to obtain such permits, approval and authorizations in a timely manner.

(2) CASELLA shall have secured necessary equity and/or debt financing, in the exercise of its reasonable judgment, for the construction and operation of the Facility in an economically viable fashion for a period of not less than the initial Term of this Lease (all mortgages and financings to be in accordance with Article 24 hereof).

If the Construction Date has not occurred within ten (10) months of the date of the execution of this Lease or if the Phase I Termination Rights and Phase II Termination Rights further described in Article 5 (A) are triggered pursuant to the terms of said Article V, either party may terminate this Lease, with no liability to the other party, except as set forth in Section 2(C), upon thirty (30) days written notice served on the other party.

C. Rental Deposit. CASELLA shall make a deposit of Twenty Five Thousand Dollars (\$25,000) to the CITY within thirty (30) days of execution of the Lease (the "Rental Deposit"). The Rental Deposit shall be applied to the rental payments for the first year of the Lease in an amount of Two Thousand Eighty Three Dollars and Thirty Three Cents (\$2,083.33) per month. If the Lease is terminated by CASELLA based on the inability of CASELLA to satisfy Conditions Precedent set forth in Section 2(B) (2) above, the Rental Deposit shall not be returned to CASELLA. If the Lease is terminated by CASELLA based on an inability of CASELLA to satisfy Conditions Precedent set forth in Section 2(B) (1) above, or the Lease is terminated by either party pursuant to the Phase I Termination Rights or Phase II Termination Rights

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further described in Article 5 (A), the Rental Deposit shall be returned to CASELLA within thirty (30) days of the termination of the Lease.

ARTICLE 3: RENTAL & EFFECTIVE DATE

- A. Base Rental. In addition to the other obligations imposed herein, CASELLA hereby agrees to pay the CITY, as the base rental (the “Base Rental”) during the term hereof, the sum of Five Thousand Six Hundred Thirty Eight Dollars (\$5,638) in advance on the first day of each and every month of said term commencing on the first day of the month following the Effective Date (hereinafter defined). The Effective Date shall be the date of issuance of an occupancy permit to CASELLA for the purpose of operating a Recyclable Materials Processing facility on the Premises or six (6) months after the Construction Date, whichever occurs first. CASELLA agrees to pay the full annual rental of Sixty-Seven Thousand Six Hundred Fifty-Six Dollars (\$67,656) to the CITY on the first day of the month following the Effective Date in full satisfaction of the Base Rental for the first twelve (12) months of the Lease term (“First Lease Payment”).
- B. Additional Rental. In addition to the Base Rental, Casella agrees to pay as additional rental a percentage increase, beginning on the anniversary date of the Effective Date, and each anniversary date thereafter, effective on the anniversary of the Effective Date, an amount equal to the percentage increase of the Gross National Product – Implicit Price Deflator (Source – Survey of Current Business – Department of Labor) as compiled for the most recent twelve (12) month period for which such data is available as compared with the comparable figure for the prior twelve (12) month period.
Notwithstanding anything to the contrary, the increase shall not be less than two percent (2%) per year nor greater than five percent (5%) per year.
- C. Place of Payment. Unless and until the CITY has otherwise notified CASELLA in writing, all payments of Base Rental and Additional Rental shall be paid to the CITY by CASELLA in care of the City Treasurer, City of Lewiston, 27 Pine Street, Lewiston, Maine 04240.

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- D. Set-Off. CASELLA shall not have the right or option to set off or deduct from either the Base Rental or Additional Rental any charges or obligation of CASELLA.

ARTICLE 4: PERMITTED USES; LESSEE'S WORK

- A. Material Processing Facility. CASELLA shall use the Premises solely as a Recyclable Materials Processing Facility, which shall be licensed as a solid waste transfer facility by the Maine Department of Environmental Protection (the "DEP Solid Waste Permit") and may also be permitted as a junkyard for waste and material storage by the City of Lewiston (the "City Junkyard Permit"), as such licenses and permits may be amended or modified from time to time, provided that at all times CASELLA shall maintain all requisite licenses and permits to operate the Facility as a solid waste transfer facility and as a junkyard. Recyclable Materials activities permitted on the Premises shall be limited to accepting, sorting, and shipping Recyclable Materials for appropriate reuse, which include the materials found on Attachment B, and only those similar non-hazardous materials for which a market exists and that the CITY has approved in writing, such approval not to be unreasonably withheld, conditioned or delayed. The Recyclable Materials on Attachment B may be updated by the parties from time to time. Casella shall not dispose of any materials or residue at the adjacent CITY-owned and operated landfill.
- B. In-State Material. CASELLA shall accept only those Recyclable Materials originating within the State of Maine. No out-of-state waste of any type will be accepted for processing or storage at the leased Premises. For purposes of this section, in-state waste shall not include waste originating from out of state sources that is subsequently processed or handled at a facility located within the State of Maine, with the exception of cardboard, plastic, and other acceptable materials as defined in Section 4 (A) above recovered at the KTI Biofuels, Inc. facility located in Lewiston, Maine.
- C. New Construction and Improvements. CASELLA shall undertake such site work and construct such buildings and structures as may be required to support the activities authorized by this Lease. Such work and construction is preliminarily shown on Attachment A. Final approval of such buildings and structures is subject to CASELLA

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submitting a site plan prepared and stamped by a State of Maine licensed engineer to the CITY and its Planning Board for review and approval. Such finally approved site plan shall be attached to the Lease, be deemed part of the Lease, and be referred to as the Site Plan. CASELLA shall at all times during the Term of this Lease and any extension thereto remain in conformance with the Site Plan as may be modified from time to time pursuant to this Section 4 (C). The Site Plan may be modified in the future by CASELLA if proposed changes are approved in advance by the CITY, such approvals to not be unreasonably withheld, conditioned, or delayed. All buildings constructed on the Premises shall be designed and constructed in accordance with all applicable federal, state, and local laws, rules, and regulations, including conditions imposed by the City Planning Board. CASELLA shall submit plans and specifications to the CITY for any structures which are new or which will be relocated on or after the initial commencement date of this Lease.

- D. Space Provided to CITY. CASELLA shall provide, at no rent to CITY, adequate space within the Premises for the CITY to accept and process universal and electronic waste, waste oil, and appliances or equipment containing Freon, subject to certain indemnity provisions from CITY to CASELLA to be further described in a sub-lease agreement between the parties attached as Attachment C.

ARTICLE 5: COVENANTS OF CASELLA

- A. Acceptance of Premises. CASELLA shall accept delivery of the Premises in an “as is” state, subject to the completion of a Phase I Environmental Assessment to be undertaken by CASELLA by a qualified consulting firm acceptable to the CITY. Should either party deem the results of such assessment to be problematic, either party may terminate this Lease within thirty (30) days of the receipt of the results of the Phase I Assessment with no further obligations to the other (“Phase I Termination Rights”). Alternatively, the parties may agree to undertake a Phase II Environmental Assessment with the cost of such assessment to be divided equally. In the absence of such termination, the parties shall be deemed to have agreed to undertake a Phase II assessment, which CASELLA shall undertake using a qualified consulting firm acceptable to the CITY. Should the Phase II assessment indicate a reasonable

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likelihood of the existence of environmental issues that are likely to require remediation at a cost of twenty-five thousand dollars (\$25,000) or less, CASELLA shall undertake such remediation in a manner, and using contractors, acceptable to the CITY. Should the Phase II assessment indicate a reasonable likelihood of the existence of environmental issues that are likely to require remediation at a cost in excess of twenty-five thousand dollars (\$25,000), the CITY and CASELLA shall each individually, within sixty (60) days of receipt of the results of the assessment, have the right to terminate this Lease (“Phase II Termination Rights”). In the event that either party does not provide notice to the other party of termination within such sixty (60) day period, then the parties shall be deemed to have agreed to continue the Lease in full force and effect and to share equally in those costs of remediation in excess of twenty-five thousand dollars (\$25,000), such remediation efforts to be undertaken by the CITY and made in consultation with CASELLA but without the CITY being bound to follow the CASELLA advice. No representations as to the state of the Premises are made by the CITY.

- B. Business Use. CASELLA agrees that, without prior written consent of the CITY, the Premises shall be occupied by no other person or firm, its agents, employees, contractors, vendors, or suppliers, except in accordance with the provisions hereof with respect to the construction of buildings and facilities and delivery of materials and removal of product and by-products pursuant to the Article 4 permitted activities.
- C. Lawful Use. CASELLA will use and occupy the Premises and appurtenances thereto in a careful, safe, and proper manner and will not commit, suffer, or permit the same to be used for any unlawful purpose and will conform to and abide in all material respects by any and all governmental regulations respecting the Premises and the use and occupancy thereof. Without limiting the generality of the foregoing, CASELLA shall:
1. Obtain and maintain in force at all times all licenses and permits, whether state, federal, or local, necessary for CASELLA to operate its businesses.
 2. Remove all waste material not destined for beneficial reuse to an appropriate place for lawful disposition thereof. Such material will not be accepted or placed in the CITY’s adjacent sanitary landfill. CASELLA shall undertake commercially reasonable efforts to dispose of residue from the processing of the Recyclable Materials at the Mid-Maine Waste Action Corporation incinerator

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located in Auburn, Maine unless that facility is unable or unwilling to accept such material.

3. Prevent any leaching of petroleum products or other materials into the ground in accordance with all laws, rules, regulations, and requirements established by or in connection with the Maine Department of Environmental Protection.
4. Cause all conveyors and all machinery, with the exception of mobile processing equipment, to be fully and safely placed within buildings and/or enclosed so as to prevent access by unauthorized persons and to minimize any possible escape of dust and other materials into the atmosphere.
5. Construct its facilities and operate the same in full compliance with all local, state, and federal requirements, specifically including relevant fire prevention codes and environmental laws.
6. Not permanently place, cause to be placed, deposit, or discharge any hazardous waste upon the Premises or upon any other portion of the CITY's adjacent property and further expressly agree that it shall indemnify the CITY from any and all costs, expense, or liability of whatever kind or nature, including reasonable attorneys fees and costs and any penalties and fines, incurred by the CITY in detecting, evaluating, removing, treating, disposing of, or otherwise responding to any hazardous waste placed or deposited in violation of this paragraph. CASELLA agrees that it shall not violate any local, state, or federal regulation, ordinance, or statute pertaining to hazardous waste or hazardous materials and further expressly agrees that it shall indemnify the CITY from any and all costs, expense, or liability, of whatever kind or nature, including reasonable attorneys fees and costs and any penalties and fines, incurred by the CITY for any such violation. Such costs shall be deemed to include, without limitation, the CITY's costs and attorneys fees of defending any suit filed by any person, entity, agency, or governmental authority; paying any fines imposed in connection with such suit; paying any judgments or otherwise settling any damage claims; complying with any order by a court of competent jurisdiction directing the CITY to take any remedial action with respect to such waste; and all associated attorney's fees and costs. For the purpose of this paragraph, the term "hazardous waste" shall be deemed to include every substance now or hereafter designated as a hazardous waste under any provision of state or federal law.

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CASELLA's obligations under this paragraph shall be deemed to survive the expiration or termination of this Lease.

7. Make deliveries to the Premises from 7 a.m. to 5 p.m. on Monday through Friday and from 8 a.m. to 12 p.m. on Saturday, with no Sunday operation, subject to longer daily and/or weekly operation with the CITY's consent. The processing of Recyclable Materials delivered to the Facility will be permitted from 6 a.m. to 10 p.m. to the extent that all processing occurs within an enclosed structure. Notwithstanding the foregoing sentences, CASELLA shall be permitted to perform maintenance and repairs on the plant and equipment at any time.
 8. Operate the Premises so as to produce no more than seventy (70) dBa of noise measured at the property line. Transient noise caused by backup alarms on vehicles shall be disregarded for purposes of determining compliance with this requirement.
 9. All deliveries of Recyclable Materials shall be deposited and stored within the processing building. Once processed, these materials shall be stored inside a building until transported from the Premises. Staging areas and storage of all materials shall be in accordance with the terms and conditions of the City Junkyard Permit and DEP Solid Waste Permit as such may be modified, renewed, or amended from time to time.
- D. Payment and Performance Bonds. With respect to any construction (labor or materials) contemplated by Article 4 hereof and any repairs to or restoration or reconstruction thereof, and also to any other construction or other work which is lienable under Maine law from time to time in effect, CASELLA shall, prior to commencement thereof, submit a request to the CITY as to whether a bond will be required, and, if requested by the CITY, provide to the CITY a payment and performance bond or bonds naming the CITY as obligee in full contract price for such labor and materials (including, where applicable, any contractual element for profit and/or overhead), all in form and issued by insurers approved by the CITY.
- E. Creation of Additional Hazards. Except for the use of the Premises contemplated by this Lease, CASELLA shall neither do, nor permit, any act or thing which may increase the casualty risk, fire hazard, or insurance coverages on the Premises, except with the prior written consent of the CITY and assumption by CASELLA of additional rates arising from such additional potential hazard. If CASELLA should cause an increase in

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the hazard, the CITY reserves the right to require a higher minimum level of insurance. Without limiting the generality of the foregoing, no fuel burning equipment, except vehicles and boilers necessary for providing heat to buildings, will be used on the Premises.

- F. Utilities. CASELLA shall pay all bills for water, sewer, stormwater, trash removal, gas, and electricity, fuel oil, and other utilities which may be assessed or charged against the occupant of the Premises during the term of this Lease.
- G. Taxation. CASELLA agrees that the Premises shall be deemed taxable by the City of Lewiston Tax Assessor during the entire term hereby created. CASELLA shall promptly pay on or before the due date thereof all real estate taxes (land and buildings) and all taxes on its personal property at the Premises, including, without limitation, excise taxes on its mobile equipment predominantly stationed at the Premises, which shall be registered under Maine law at CASELLA's place of business at Lewiston, Maine, it being intended that the City of Lewiston shall benefit from the tax on such mobile equipment.

ARTICLE 6: MAINTENANCE, REPAIR, RELACEMENT, AND RESTORATION

- A. CASELLA's Obligation. CASELLA agrees that, except for reasonable wear and tear and casualty damage, and at its sole cost and expense, it shall make all repairs, alterations, and restorations to the Premises, including foundations, roof, interior and exterior structural components of the buildings, and the non-structural components of the Premises (including all doors, doorframes, glass, window sashes, floor coverings, and including the water and sewer systems and plumbing, heating, air conditioning, electrical and electric systems) (i) as may be necessary to maintain said portions of the Premises in as good repair and condition as the same are on the date of substantial completion of CASELLA's work and execution of the certificate of occupancy; and (ii) which may be required by any laws, ordinances, or regulations of any public authority having jurisdiction, the applicability of which CASELLA shall be entitled to contest in an appropriate form.
- B. Right of Access. The CITY and its designated representatives shall have a right of access to inspect the Premises and to order corrective measures consistent with the terms of this Lease and/or applicable law. In the event CASELLA fails to make repairs to keep the

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Premises and all improvements thereon in a safe and sanitary condition, the CITY shall have the right to enter upon the Premises for purposes of making repairs and to charge the cost of such reasonable repairs to CASELLA, which charges shall be payable within ninety (90) days of demand by the CITY in the form of an invoice for such charges and costs to CASELLA.

- C. Due Diligence. Before making any repairs, alterations, or restorations regarding the Premises or any improvements thereon, CASELLA agrees that it will procure all necessary permits. CASELLA agrees to pay promptly when due the costs of any work caused to be done by it on the Premises so that the Premises shall at all times be free of liens for labor or materials. CASELLA agrees to save harmless and indemnify the CITY from and against any and all injury, loss, claim, or damage to any person or property occasioned by or arising out of the doing of any such work by CASELLA or its employees or agents.
- D. Snow Removal. CASELLA shall be responsible for snow removal within the Premises and shall be responsible to perform all snow and ice removal necessary to its operations at the Premises.
- E. Trash Removal. CASELLA shall be responsible for all waste and trash removal at the Premises.
- F. Pavement Maintenance. CASELLA shall be responsible for maintaining all pavements (including parking areas) throughout the Premises in a manner that allows for the safe passage of vehicles and equipment throughout the Premises and through the Premises to adjacent CITY property.

ARTICLE 7: Insurance.

CASELLA shall purchase and maintain in full force and effect, at all times during the term of this Lease, a policy or policies of public liability and property damage insurance with policy limits of not less than those outlined below with the CITY as named insured, as its interests shall appear, and CASELLA shall furnish the CITY with the ACORD-25 certificates for such insurance and copies of endorsements reflecting additional insured status at or prior to the commencement of the term, and within 30 days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least 30 days prior written notice to the CITY. CASELLA agrees, at the request of the CITY, but in any event not

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more often than once every 5 years, to increase the limits of its general liability insurance to such limits as are then customarily carried with respect to premises similar to the Leased Premises within the State of Maine. The designation of insurance policy minimum limits shall not be construed to be, nor operate as, a limitation on the financial liability of CASELLA in respect to the hold harmless provisions of this Lease but only establish a minimum threshold for third-party payment. The amounts of such coverage shall be initially no less than as follows:

<u>Type</u>	<u>Amount</u>
1. Workers' Compensation	\$1 Million combined single limit Statutory Employers Liability
2. Comprehensive Public Liability to include but not be limited to the following with additional umbrella policy for not less than the following: a) premises/operations b) independent contractor c) personal injury coverage d) product/completed operations e) contractual liability	\$3 Million combined single limit with an additional umbrella policy for not less than \$3 Mullion
3. Comprehensive Automobile Liability coverage to include coverage for: a) owned/rented automobiles b) non-owned automobiles c) hired cars	\$3 Million combined single limit
4. Standard Form Replacement Value All Risk Insurance Policy	Replacement Value
5. Commercial Business Interruption	Equal to 1 year loss of profit

ARTICLE 8: DAMAGE BY FIRE OR OTHER CASUALTY

If, during the Term hereof, the buildings and improvements on the Premises shall be destroyed or damaged in whole or in part by fire or the elements or by any other cause whatsoever, then CASELLA shall cause the same to be repaired, replaced, or rebuilt as nearly as practicable to the condition existing just prior to such damage or destruction and within a period of time which, under all prevailing circumstances, shall be reasonable. CASELLA shall repair, replace, or rebuild the affected portion of the Premises with due diligence.

Prior to commencing any work necessary to repair, replace, or rebuild the buildings and

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other improvements, CASELLA shall furnish the CITY with complete plans and specifications for such repairing, replacing, and rebuilding, which plans and specifications shall meet with the reasonable approval of the CITY and with the approval of any governmental board, bureau, or body then exercising jurisdiction with regard to such work. CASELLA shall cause such repairs, replacement, or rebuilding to be performed in accordance with the plans and specifications therefor and any applicable law, statute, ordinance, regulation, or requirement of the federal, state, or municipal governments. CASELLA shall not be entitled to any abatement or reduction in Rent during the period of such restoration or rebuilding.

ARTICLE 9: COVENANT OF THE CITY

The CITY shall warrant and defend CASELLA in the quiet peaceable possession of the Premises during the term hereof so long as CASELLA shall perform any and all of the covenants, agreements, terms, and conditions herein agreed to be kept by CASELLA.

ARTICLE 10: INDEMNITY

- A. General Indemnification - CASELLA shall defend, indemnify, and hold the CITY and its inhabitants, officers, employees, and agents completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to the use, occupancy, conduct, or management of the Premises or the acts or omissions of CASELLA's officers, agents, employees, contractors, subcontractors, licensees, or invitees, unless such injury, death, or damage is caused by the negligence and/or intentional acts or omissions of the CITY and/or its agents or employees utilizing the Premises. CASELLA shall give to the CITY reasonable notice of any such claims or actions.

- B. Waiver of Workers' Compensation Immunity - CASELLA hereby expressly agrees that it will defend, indemnify and hold the CITY, its inhabitants, officers, employees and agents completely harmless from any and all claims made or asserted by CASELLA's agents,

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servants, or employees arising out of CASELLA's activities under this Lease; provided, however, that CASELLA's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability arising from the negligence and/or intentional acts or omissions of the CITY and/or others utilizing the Premises and/or portions thereof as herein provided. For this purpose, CASELLA hereby expressly waives any and all immunity it may have under the Maine Workers Compensation Act in regard to such claims made or asserted by CASELLA's agents, servants, or employees. Subject to the limitations hereinabove set forth, the indemnification provided under this paragraph shall extend to and include any and all costs incurred by the CITY to answer, investigate, defend, and settle all such claims, including but not limited to the CITY's costs for attorneys fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of CASELLA's agents, servants, or employees against the CITY in regard to claims made or asserted by such agents, servants, or employees.

- C. CASELLA shall indemnify, defend, and hold harmless the CITY from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by CASELLA or anyone acting under its direction or control or in its behalf in the course of CASELLA's activities under this Lease and/or others utilizing the Premises, provided that CASELLA's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability arising from the negligence and/or intentional acts or omissions of the CITY or anyone acting under its direction or control or in its behalf under this Lease.
- D. The CITY hereby expressly agrees that it will defend, indemnify, and hold CASELLA harmless from any and all claims made or asserted by the CITY's agents, servants, or employees arising out of the CITY's activities under this Lease; provided however that the CITY's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the negligence and/or intentional acts or omissions of CASELLA or anyone acting under its direction or control or in its behalf in the course of CASELLA's activities under this Lease. For this purpose, the CITY hereby expressly waives any and all immunity it may have under Maine's Workers' Compensation Act in regard to such claims made or asserted by the CITY's agents, servants, or employees

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- subject to the limitations hereinabove set forth. The indemnification provided under this paragraph shall extend to and include any and all costs incurred by CASELLA to answer, investigate, defend, and settle all such claims, including but not limited to CASELLA's costs for attorney fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of the CITY's agents, servants, or employees against CASELLA in regard to claims made or asserted by such agents, servants, or employees.
- E. The indemnification and hold harmless provisions of the CITY contained in this Lease, notwithstanding anything to the contrary in this Lease, shall not be considered to, and shall not, expand or create liability on the part of the CITY to any person (including the persons so indemnified) for claims from which the CITY is released, exempted, and/or protected by the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or expanded. The obligations and exposure of the CITY under any indemnification obligations contained in this Lease are subject to the foregoing limitations and are further subject to and shall not exceed the amounts payable to any claiming party under any liability insurance or other applicable insurance the CITY is maintaining at the time of such claim, if any, whichever is higher.
- F. CASELLA agrees that all personal property of every kind and description that may at any time be in or on the Premises shall be at its sole risk and that the CITY shall not be liable for any damage to said property or for any loss suffered by CASELLA in its business caused by any manner whatsoever. The CITY shall not be liable for any damage to said property or for any loss suffered by CASELLA in its business caused by any manner whatsoever unless arising as a result of the CITY's misconduct or negligence. The CITY shall not be liable for any damage to persons or property resulting from fire, explosion, falling building materials, steam, gas, electricity, rain, water, snow, or leaks in any part of the Premises or from the pipes, appliances, plumbing works, or from the roof, streets, or subsurface, or from any other place.
- G. Under no circumstances shall either party ever be liable for special, incidental, exemplary, punitive, indirect or consequential damages.

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ARTICLE 11: PASSAGE AND EASEMENT

The parties acknowledge that the Premises is used by CASELLA and other parties and that, in order to accommodate various uses, the CITY in this Lease reserves certain rights and uses related to the Premises to itself and its successors and assigns. The CITY hereby reserves for itself, its residents, and its customers the right to pass through the Premises during the hours in which the City accepts materials at its recycling area or landfill for purposes of accessing other CITY property and operations located in or adjacent to the Premises to include the CITY's sanitary landfill, adjacent CITY-owned property, and the office building used by the CITY and located near the River Road frontage of the Premises. In addition, the CITY's authorized employees shall have this right and easement at all times, whether during or outside of CASELLA's operating hours. These rights shall also extend to those authorized by the CITY to access the CITY's sanitary landfill, the household hazardous waste facility located adjacent to the premises, and other adjacent CITY owned property.

The parties also acknowledge that CASELLA and its authorized agents require access to adjacent portions of CITY-owned and controlled property for purposes of access to the Premises and to fulfill various requirements of this Lease. Therefore, the CITY grants to CASELLA, its agents, and its customers the right to pass through these areas as shown on Attachment A, attached hereto, for these purposes. This right shall not extend to access to the CITY's adjacent sanitary landfill.

ARTICLE 12: TERMINATION OF LEASE

- A. Provisions as to Default. The following acts shall constitute acts of default:
1. If, notwithstanding the lack of notice or demand by the CITY to CASELLA, the rent or any part thereof (including additional rent) shall at any time be in arrears and unpaid for a period of seven (7) calendar days after notice thereof from the CITY to CASELLA, or
 2. If CASELLA shall fail to keep and perform any of the covenants, agreements, and conditions of this Lease on its part to be kept and performed within thirty (30) days of notice of such failure to CASELLA, or

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3. If CASELLA shall vacate or abandon the Premises for a period of six consecutive months during the term of this Lease or shall make an assignment for the benefit of its creditors without the consent of the CITY or if the interest of CASELLA hereunder shall be sold upon execution or other legal process, or
 4. If CASELLA shall have entered against it by any Court having jurisdiction a decree or order for relief in respect of CASELLA in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, or if a receiver, liquidator, assignee, trustee, custodian, or similar official is appointed regarding CASELLA or any substantial part of its property, or if CASELLA fails generally to pay its debts as they come due, or if CASELLA files a voluntary petition in bankruptcy or takes any corporate action in furtherance of any of the foregoing.
- B. Notice of Default. With regard to the occurrence of an event of default under subparagraph 12(A)(2), above, the Lease shall terminate if CASELLA has failed to cure such default within thirty (30) days from the date the CITY gives CASELLA written notice of such default. With regard to the occurrence of an event of default under subparagraphs 12(A)(1), (3) or (4) above, the Lease shall terminate upon the City giving notice to CASELLA of termination of the Lease.
- C. Real Property and Fixtures Thereto. Upon the termination of this Lease by expiration of the term or because of a default by CASELLA, all buildings, fencing, paving, plumbing, heating, lighting, and similar fixtures not excluded under Article 18 shall become the sole property of the CITY, free from any claim by CASELLA or its successors or assigns.
- D. Remedies for Default. The CITY shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law for default and its right to terminate under Subsection 12B:
- (i) The CITY may terminate the Lease and retake possession of the Premises. Following such retaking of possession, the CITY shall not be obligated to relet the Premises.
 - (ii) The CITY may make any payment or perform any obligation which CASELLA has failed to perform. The CITY shall be entitled to recover from CASELLA upon demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1½%) per month together with the CITY's reasonable attorneys' fees and costs of collection for failure to pay. Any such payment or performance by the CITY shall not waive CASELLA's default.

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(iii) In any action to enforce any terms of the Lease, the City shall be entitled to its reasonable attorneys' fees and costs.

E. Limitation of Rental Obligation Upon Default. In the event of a termination as a result of CASELLA's default, the CITY shall be entitled to actual direct damages in an amount not to exceed twenty-four (24) months Base Rental and Additional Rental.

ARTICLE 13: ASSIGNMENT OR SUBLEASE.

Except for an assignment to a lender for collateral security, CASELLA shall not have the right to assign this Lease or sublet the Premises, or any part thereof, without the written consent of the CITY, such consent to not be unreasonably withheld. By giving consent, the CITY agrees to accept the assignee of CASELLA, but such assignment shall not release CASELLA from the performance of any obligations under this Lease unless such release is otherwise specifically provided for in writing between the CITY and CASELLA. In the event the Premises are sublet, said sublease shall be for the full term of this Lease unless this Lease is sooner terminated, as provided herein, in which event such sublease shall be coterminous with this Lease.

Notwithstanding anything to the contrary in this section, CASELLA may assign this Lease to any entity controlling, controlled by, or under common control with CASELLA without obtaining the CITY's consent.

ARTICLE 14: NEW CONSTRUCTION AND RECONSTRUCTION.

No material change in the construction or modification of the buildings located on the Premises shown in the Site Plan, after substantial completion of CASELLA's initial improvements, shall be made without the prior consent of the CITY, except such construction as may be required as a result of a casualty loss, in which case the building or buildings thus damaged shall be returned to their pre-existing condition.

ARTICLE 15: LIENS

CASELLA will promptly discharge (either by payment or by filing of the necessary bond or otherwise) any mechanics', materialmen's or other liens against the Premises or any buildings, structures or improvements thereon, which liens may arise out of any payment due for labor,

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services, materials, supplies or equipment which may have been furnished to or for CASELLA or the Premises during the term of the Lease.

ARTICLE 16: TITLE TO BUILDINGS, STRUCTURES, AND IMPROVEMENTS

Title to the buildings, structures, and improvements constructed on the Premises by CASELLA shall pass to the CITY upon their completion, personal property of CASELLA excepted. The CITY shall retain title to all building, structures, improvements, facilities and installations currently located on the Premises.

ARTICLE 17: RIGHT OF ENTRY.

The CITY, or any of its duly authorized agents, may enter upon the Premises at all reasonable times and with reasonable advance notice to CASELLA to examine the condition of the Premises, the state of repair and maintenance being performed by CASELLA, and, for purposes of determining compliance with this Lease, to examine records relating to the origin of Recyclable Materials received at the Facility, the locations to which processed waste and residuals have been shipped, and the pricing structure in place for other CASELLA customers.

ARTICLE 18: SURRENDER.

CASELLA shall surrender and deliver up the Premises at the end of the term in as good order and condition as existed upon substantial completion of CASELLA's work and the execution of the initial certificate of occupancy, reasonable use, normal wear and tear, and damage by casualty excepted. All machinery and equipment installed or used by CASELLA in the operation of its business on the Premises, with the exception of any machinery or equipment initially provided by the CITY, whether such equipment and machinery is later replaced, upgraded, or improved, shall, at the termination of the leasehold, be removed from the Premises and the Premises shall be returned to the CITY in broom clean condition. Any such property shall be removed by CASELLA within thirty (30) days following the end of the term hereby created unless the CITY consents in writing to the non-removal thereof, with such property then becoming the property of the CITY. Any damage to the land or the buildings of the CITY caused by CASELLA's removal of any of its property shall be promptly repaired by CASELLA such that the land or buildings of

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the CITY shall be returned as nearly as possible to its condition at the commencement of the Lease, ordinary wear and tear excepted.

ARTICLE 19: HOLD-OVER.

Rights acquired under this Lease shall not extend beyond the term hereby created, and no holding over or continuing in the occupancy of the Premises shall not cause or be construed to be an extension of this Lease, but, in any and all such cases, CASELLA shall be a tenant at will at the option of the CITY, subject to removal by the CITY by summary process and proceedings. CASELLA hereby agrees to pay for the time CASELLA retains possession of the Premises or any part thereof after the termination of this Lease at the rate of rental provided for herein, including additional rental, plus an additional 50% of total rental and to pay all expenses of the CITY incurred in enforcing the provisions of this Article 19. This Agreement shall not constitute a waiver by the CITY of any right of re-entry.

ARTICLE 20: CITY RECYCLABLES.

CASELLA shall accept Recyclable Materials delivered to the Premises by the CITY or its contractors or agents for processing under terms and conditions that meet or exceed the most favorable financial terms and conditions offered by CASELLA to any other customer utilizing the services of the Facility. The CITY hereby exercises its option under the existing agreement with CASELLA for processing of Recyclable Materials for the additional two (2) year period ending June 30, 2016. CASELLA hereby offers the City options to further extend such existing agreement for two (2) additional five (5) year periods beyond June 30, 2016, which the City may consider and accept in accordance with its normal purchasing policies.

ARTICLE 21: SCALE; WEIGH FEE

CASELLA agrees to pay for the value of the replacement of one CITY-owned scale in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000), such amount to be paid within thirty (30) days of the date of the Construction Date (the "Pre-Payment"). In addition, CASELLA shall pay to CITY an initial weigh fee of five dollars (\$5) per vehicle entering the PREMISES for the purpose of delivering recyclables for processing (the "Weigh Fee"). The CITY will be

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responsible for tracking the number of vehicles entering the PREMISES daily, and will provide CASELLA with a monthly report. The Weigh Fee shall be adjusted on every fifth (5th) anniversary of the Effective Date in an amount equal to the percentage increase of the Gross National Product – Implicit Price Deflator over the most recent five (5) year period for which this data is available. Notwithstanding anything to the contrary, each five (5) year increase shall not be less than ten percent (10%) nor greater than twenty-five percent (25%). The Weigh Fee shall not be collected from CASELLA by the CITY until CASELLA has been credited in an amount equal to the amount initially paid by CASELLA for the Pre-Payment. The CITY shall provide CASELLA with a monthly statement showing the Weigh Fee credit. Once this Weigh Fee credit has been satisfied, CITY shall invoice CASELLA monthly for the Weigh Fee.

ARTICLE 22: EXISTING CITY AGREEMENTS

In the event that CITY has agreements to accept Recyclable Materials in effect with other municipalities as of the date this Agreement is executed, CITY shall provide CASELLA with copies of such agreements within thirty (30) days of that date. CASELLA may, at its option, continue to honor such agreements or request that CITY exercise its right to terminate such agreements in accordance with their terms and conditions. At the request of CASELLA, the CITY shall assist CASELLA in meeting with such municipalities regarding continued use of CASELLA services provided on the Premises.

ARTICLE 23: ACCESS TO RECORDS

CASELLA shall provide the CITY with access to inspect all records documenting the origin of all commercial materials received at the Facility for processing and the locations to which processed material and residues are sent for reuse or disposal. All such records shall be maintained at the Facility for a minimum of three (3) years from the time of their creation. Such access shall be provided within normal business hours upon reasonable prior written notification to CASELLA. For purposes of this paragraph, "reasonable notification" shall include any actual notification to CASELLA not less than one business day prior to the date of inspection. Any such inspections shall be conducted in a manner which does not unduly interfere with CASELLA's operations on the leased premises.

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ARTICLE 24: MISCELLANEOUS

- A. Notice. Any notice to be served by and on behalf of either party to the other under this Lease or in connection with any proceedings or any act growing out of this Lease and the tenancy hereby granted, shall be sufficiently served by forwarding the same by registered or certified mail to such party by the other or by delivery in person or as by service of legal process addressed to the parties as set forth herein.

If to Lessee: Casella Recycling, LLC
 14-24 Bunker Hill Industrial Park
 Charlestown, MA 02129
 Attn: Bob Cappadona, VP

With copy to: Casella Waste Systems, Inc.
 25 Greens Hill Lane
 Rutland, VT 05701
 Attn: Office of General Counsel

And with a further copy to a bank (mortgagee) to be designated from time to time by Lessee.

If to the Lessor: City of Lewiston
 27 Pine Street
 Lewiston, ME 04240
 ATTN: City Administrator

With copy to: City Clerk
 City of Lewiston
 27 Pine Street
 Lewiston, ME 04240

All such notices shall be effective from the date of delivery of the same to the United States Postal Service or from the date of receipt if delivery in person or by service of legal process. All notices and consents required by the provisions of this Lease shall be in writing.

- B. Memorandum of Lease. The CITY and CASELLA agree to execute a Memorandum of Lease, which CASELLA, at its expense, shall record with the Registry of Deeds of Androscoggin County, Maine.

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- C. Employees. To the extent permitted by federal and Maine law, CASELLA agrees to use commercially reasonable efforts to employ individuals who reside in Lewiston, Auburn, or any other municipality bordering upon Lewiston and Auburn for its operations at the Premises, including management personnel.
- D. Permits. All federal, state, and local permits necessary for the accomplishment of the construction of buildings, improvement of land, and operation of the facilities on the Premises shall be at the sole expense of CASELLA.
- E. Binding Effect. The terms of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- F. Governing Law. This Lease shall be construed in accordance with the provisions of the laws of the State of Maine.
- G. Entire Agreement. The parties hereto agree that this Lease contains the entire agreement between the parties hereto with respect to the matters set forth herein and supersede any prior understandings between them.
- H. Amendment. This Lease may be amended only by a document making specific reference to this Lease and executed on behalf of the CITY and CASELLA.

ARTICLE 25: SECURITY

CASELLA shall furnish to the CITY a bond issued by a bonding company approved by the CITY in order to assure the availability of funds to remedy any default hereunder, including, without limitation, any failure to comply with environmental requirements, and to provide for abatement of nuisances, removal of materials stored other than as herein limited, and to provide for restoration and clearing of the Premises upon the termination of this Lease, whether by expiration of the term hereby created or by any default by CASELLA. Such bond shall initially be in the amount of Five Hundred Thousand Dollars (\$500,000), to be provided upon site plan approval by the City of the proposed materials processing facility. This amount may be reduced at the third anniversary of its issuance to Two Hundred Twenty Five Thousand Dollars (\$225,000), which amount shall be adjusted annually thereafter in accordance with the formula provided with respect to Additional Rental in Article 3, Section B, above.

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ARTICLE 26: FINANCING: MORTGAGE RIGHTS

- A. Financing. CASELLA shall be entitled to mortgage, assign, or transfer its leasehold interest in the Premises to a bank or other financial institution (“Mortgagee”) for the purpose of obtaining construction and long-term financing for CASELLA’s Project during the term of this Lease, provided that:
- a. The term of any debt secured by any such mortgage assignment or transfer (in either case, a “mortgage”) shall not exceed the term of this Lease; and
 - b. CASELLA shall give notice to the CITY of the existence of any mortgage, together with the name and address of the mortgagee and a copy of any Mortgage that is a matter of public record. Upon such notice, such mortgagee is deemed a Mortgagee for purposes of Article 24.
- B. Cure of CASELLA’s Default. In the event that the CITY sends CASELLA written notice of an act of default by CASELLA under any of the terms of the Lease, the CITY agrees to also simultaneously send a copy of such notice (the “Default Notice”) to any Mortgagee of which it has written notice. The Mortgagee shall have a period of thirty (30) days after receipt of a Default Notice to cure any such act of default, provided that where an act of default by its nature takes longer than thirty (30) days to cure, the Mortgagee shall have an additional thirty (30) days to cure such default. The CITY also agrees that if an act of default by CASELLA is incapable of being cured by the Mortgagee, and if the CITY terminates this Lease because of such incurable default, then a new Lease will be executed by the CITY with the Mortgagee or its nominee as Lessees upon the same material terms and conditions as are contained in this Lease.
- C. No Amendment. The CITY agrees that so long as any Mortgage is in effect, no material change, modification, or amendment to this Lease shall be effective without the prior written consent of the Mortgagee and no termination or surrender of this Lease shall be effective without the CITY providing Mortgagee with prior written notice.
- D. Foreclosure by the Mortgagee. If any Mortgagee shall become the owner of CASELLA’s interest under this Lease pursuant to a foreclosure of any Mortgage, or if any Mortgagee shall enter into possession of the Premises under the rights granted in its Mortgage, the Mortgagee shall have the right to take possession of the Premises and to become the legal owner and holder of the leasehold estate created under this Lease, provided Mortgagee has provided notice to the City of the same, and shall hold such estate upon the same

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terms and conditions as held by CASELLA. However, in such event, the Mortgagee shall only be liable under the terms and conditions of this Lease during the period of time the Mortgagee holds such estate, and not thereafter, nor shall the Mortgagee be liable for any default under the terms or conditions hereof which arose before said estate became vested in the Mortgagee, provided, however, that (i) the CITY shall have the right to terminate this Lease in the event that rentals accruing before said estate became vested in the Mortgagee are not paid in full within thirty (30) days after possession by Mortgagee, or (ii) if the Mortgagee shall obtain CASELLA's leasehold interest in the Premises, the Mortgagee shall have the right to assign this Lease in accordance with the requirements of Article 13.

- E. Continuing Liability of CASELLA. The existence of any Mortgage or any foreclosure by a Mortgagee shall not relieve CASELLA from any liability or responsibility for its obligations under this Lease.

ARTICLE 27: CUMULATIVE NATURE OF CITY'S RIGHTS.

Except as may be specifically limited by Article 25, all rights and remedies of the CITY under this Lease shall be cumulative and none shall be exclusive of any other right or remedy allowed by law, nor as a waiver of its authority to assert such rights in the future. The waiver of any one right by the CITY shall not be construed to be a waiver of any other right.

ARTICLE 28: EXCLUSIVE JURISDICTION/DISPUTE RESOLUTION.

- A. The parties agree and consent that the exclusive jurisdictions for purposes of any claim arising from or related to this Amended Agreement as to which a party seeks injunctive relief shall be the state and federal courts of the State of Maine. For all other disputes, claims or controversies arising out of or relating to this Lease or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of the parties' agreement to arbitrate set forth herein, whether based on contract, tort, common law, equity, statute, regulation, order or otherwise ("Disputes"), the Parties agree to pursue the dispute resolution procedures set forth in Section 26B.

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- B. Either party may elect to institute dispute resolution procedures before JAMS, as follows:
1. By providing to JAMS office in Boston, MA and the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested. Such mediation shall be conducted by JAMS pursuant to its mediation procedures. The parties will cooperate with JAMS and with each other in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. Such mediation shall take place in Lewiston Maine, unless the parties mutually agree to conduct the mediation at another location. If mediation does not resolve the Dispute, then the parties shall arbitrate the Dispute as set forth in subsection (B)(2) below.
 2. All other Disputes shall be determined by arbitration in accordance with the following procedures:
 - a. The arbitration shall be conducted in Lewiston, Maine before a single arbitrator. The arbitration shall be administered by JAMS, Boston MA office, pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, or pursuant to JAMS' Streamlined Arbitration Rules and Procedures, as provided for pursuant to such Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
 - b. In any arbitration arising out of or related to this Lease, the arbitrator is not empowered to award punitive or exemplary damages, or consequential or special damages, and the parties waive any right to recover any such damages.

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ARTICLE 29: NONDISCRIMINATION

CASELLA for itself, its personal representatives, successors in interest and assigns, and as part of the considerations hereof, does hereby covenant and agree as a covenant running with the land that (1) no person or group of persons shall be excluded on the grounds of race, color, religion, sexual orientation, or national origin from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use or occupancy of said Premises and (2) in the construction of all improvements, buildings, structures, on, over or under such land and the furnishing of services thereon, no person or group of persons shall be excluded on the grounds of race, color, religion, sexual orientation, or national origin from participation in, denied the benefits of, or be otherwise subjected to unlawful discrimination.

ARTICLE 30: FORCE MAJEURE

A. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

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- B. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.
- C. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names and on their respective behalves by their duly authorized officers this _____ day of _____, A.D., 2013, at Lewiston, Maine.

LESSOR, CITY OF LEWISTON.

BY: _____

LESSEE, CASELLA RECYCLING, LLC

BY: _____

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ATTACHMENT A

DESCRIPTION OF PREMISES

Please see separate plan showing leased area

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ATTACHMENT B

**Acceptable Material Single Stream Residential Commingled Containers and Residential
Fiber:**

Aluminum food and beverage containers

aluminum soda and beer cans, cat food cans, etc.

Glass food and beverage containers

Flint (clear)

Amber (brown)

Emerald (green)

Ferrous Cans

soup, coffee cans, etc.

P.E.T. plastic containers with the symbol #1

no microwave trays

H.D.P.E. natural plastic containers with the symbol #2

milk jugs and water jugs containers only (narrow neck containers)

H.D.P.E. pigmented plastic containers with the symbol #2

detergent, shampoo, bleach bottles without caps (narrow neck containers)

Plastics labeled 3 thru 7.

Mixed Rigid Plastics

(5 gallon buckets, plastic toys, plastic pools)

Old Newspaper (ONP)

Sunday inserts are acceptable paper.

Kraft Paper Bags

Old Corrugated Containers (OCC)

no wax coated.

Magazines (OMG)

Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books.

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ATTACHMENT C

Sub-Lease Agreement for Space Provided for City Use on the Premises

To Be Provided