



Town of Bowdoinham

13 School St • Bowdoinham, ME 04008

Phone 666-5531 • Fax 666-5532

www.bowdoinham.com

PLANNING BOARD APPLICATION

Type of Application: Shoreland Zoning Site Plan Review - Tier II Tier II I
 Land Use Subdivision - Minor Major

Applicant Information:

Name: Mystique Operations LLC, Attn: Sean O'Brien
Mailing Address: 200 Riverside Industrial Parkway, Portland, ME 04103
Telephone: 207-939-8299
Right, Title, Interest in Property: Owner Other LEASE
(appropriate documentation must be provided)

Owner Information:

Same as Above
Name: Chas Gill
Mailing Address: 50 Park Point Road, Bowdoinham
Telephone: 207 841 3743 (cell)

Agent Information:

Name: Chas Gill
Mailing Address: 50 Park Point Road
Telephone: 207 841 3743 (cell)
 Surveyor Engineer Other: owner

Property Information:

Map/Lot Number: R10 / 029
Property Address: 50 Park Point Road
Lot Size: 97.37 acres Lot Frontage: 300 +/- estimate
Existing Lot Coverage: _____ Proposed Lot Coverage: _____
Water Service: Public Private Road Ownership: State Town Private
Floodplain: No Yes Shoreland Zoning: No Yes: _____
Tax Program: No Agriculture Open Space Tree Growth

(See attached)

Project Description:

proposal is for on 20,000 and 7,000 sf adult use-
cannabis grow. Project will be compliant with state OMP guidelines
including fencing and security. Plants will be grown in ground.
Also ~~2~~ 4 temporary shipping containers installed for storage
Fenced area to be approx. 1 acre

Attachments (the following items are required):

- Site Plan
- Photographs of Site
- Application Fee
- Supporting Documents as required per Land Use Ordinance

By signing this application, as the foresaid applicant:

- I certify that I have read and completely understand the application;
- I certify that the information contained in this application and it's attachments are true and correct;
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record;
- I understand that copies of this information may be supplied upon request to an interested party;
- I understand that additional funds may be required through the course of review for special studies, legal review costs, and/or engineering review;
- I understand that it is my responsibility to know and pay for any tax penalty that may result from said project;
- I understand that the information contained in this application is background information and some applications may require additional tests, maps, documentation or submissions as required by the Planning Board.

Sean B. O'Brien
Applicant Signature

1/7/2021
Date

Sean B. O'Brien
Print Name

FOR OFFICE USE ONLY

Received On: _____ Fee Paid: _____

Signed

Date

PROJECT DESCRIPTION

Project description for an adult use cannabis grow.

This type of project is available for the first time this year in the state of Maine. As we develop this project the state may change its requirements which we will comply with.

Project will contain a 20,000 sf and a contiguous 7,000 sf outdoor cannabis grow. This is the total canopy of plant material. Mystique Operations is leasing the property and will own the crop. Kennebec Flower Farm will operate the grow along with Mystique employees. Plants will be started on site and planted into the ground much like a field grown tomato operation. We will seek MOFGA'S Certified Clean Cannabis Certification which ensures safe growing practices.

There will be two fenced areas. Grow area A will be approx. 100x300 feet and grow area B will be 50x150. The larger size will allow for working areas and equipment access.

Facility will be fenced with OMP(Office of Marijuana Policy) compliant fencing. Basically a 6 foot fence that is solid. Doors will be locked and ample security cameras installed. Alarms and video will also be installed. No one will be allowed into the facility other than employee's which have a OMP ID card which entails fingerprinting and security check.

At fall harvest time plants will be either dried or frozen depending on quality and stored onsite in sealed shipping containers. Product can then be transferred to the extraction facility as needed through the winter and spring.

January 7,2021

Site Plan Review Approval Criteria

1) Vehicular access- There are no plans to improve or change the vehicular access as the project will result in a minor increase in vehicular use. The existing gravel road has traditionally been used for tractor access and occasional truck access, such as for lime applications.

Access to the site is over the existing driveway as it has been for the last 30 plus years.

2)Internal Vehicular Circulation- There are no plans to add any roadways. Traffic may increase to a few additional vehicles during harvest time. There is ample parking areas on site next to existing greenhouse/head house.

3)Not sure this applies to this project.

4)Municipal Services- There should be no impact on municipal services. There is no municipal road system in this project, fire department needs would not be increased, no solid waste is generated, no impact on schools, no impact on open space, recreational programs or facilities.

5) Visual impact- The site is very private and surrounded by additional farmland and wooded areas. This is in fact why we choose to live and farm here. The remoteness and privacy is also why this is attractive to this type of use. This is not visible to any abutters even in the winter.

6)Lighting- The only proposed lighting will be that which is requires by the state for security. It would be unlikely that any lighting would be visible by neighbors. There are no grow lights associated with this project.

7)Signage- There is no proposed signage.

8)Buildings- There are no proposed permanent dwellings. The project will include two temporary freezer trailers (8x40) for temporary storage of harvested material. In addition two storage trailers for the storage and curing of dried material. See site plan.

9)Landscaping- There is no landscaping proposed as there is no visual public impact to this project.

10)Buffering-There is no buffering proposed as the project is a typical use for the area. The security fence will be screened as to the state specifications. Grow area and shipping containers will be screened by fencing as per state specs.

11)Utilities-There will be added electrical service to the site to supply power for the shipping container freezer units and harvest equipment. Power will be either underground or adding an additional poles. Harvesting equipment includes a homemade device that separates the flower from the stalk by hand feeding. This separated material is then frozen for later extraction.

12)Water-There is no public water use at the site. There will be no irrigation to the site except for potential early seedling establishment and in extreme drought conditions. For your reference we did not have to water this past year with our hemp crop and this was an extremely dry year. Early seedling establishment may include hand watering using existing dedicated greenhouse well. There are two deep water wells on the property.

13)Sewage disposal-The site will not include any sewage disposal. Only family members will be responsible for this project and will utilize the home facilities. During harvest time

there may be 2-3 additional persons on site that can also use existing plumbing.

14)Fire protection- I do not anticipate the need for additional fire protection. The field grown crops should not present a problem. The metal storage freezers should not be a fire issue as well. The material inside the freezers in green and frozen.

15)Capacity of Applicant

a) see attached deed showing Chas and Linda are owners of record, see also attached lease reflecting this project

b) see attached financial statement

c)technical ability- Chas and Linda have been farming this ;and for 30 plus years, have been growing hemp for three years, have degrees in plant and soil technology.

16)Special Resources-Please see attached Shoreland zoning location.

a)The proposed site does not lie in the Shoreland zoning area.

b)Please see attached FEMA map. The proposed project does not lie in flood zone

c)Wetland and waterbodies- The project is a typical historical agricultural use of the land for over 30 years. The project will utilize organic growing methods and inputs and will not be visible from a waterway.

d) We are not aware of the site having any significant historical or archaeological importance. I did have Brendan Bullock due a rather quick but complete metal detecting on my fields this summer and he concurred that most probably agriculture has been the primary use of the land.

e)Groundwater- There will be no sewage on site. Water supply is ample if needed. We have never used field irrigation in over thirty years.

f)Wildlife habitat-Proposed use is consistent with traditional use and should not present a wildlife habitat issue. This project will actually limit our impact on the remaining acres of open

cultivable land in that more cover cropping and green areas will be managed. See attached state map

g) Natural areas- Proposed use is consistent with traditional use and should not present a natural area issue. See attached state map

17) Environmental Impact.

a) Solid waste- This project will not generate any solid waste. The flower and leaves are stripped off the plant and then frozen or dried. The frozen plant material is transported off site for extraction. The stems and stalks are incorporated back into the soil.

b) There is no hazardous, special or radioactive materials. There are no flammable or explosive materials used.

c) Air quality- The project will meet ME DEP and US EPA standards. As to odor control. We have been growing industrial hemp for three years now. At one point 5 acres and last year 2 acres. These are basically the same plant with very similar smell profiles and issues. We have never had a complaint during that time.

d) Water quality- There is no discharging of any type of water in this project. Cannabis will be grown in accordance with MOFGA's Certified Clean Cannabis program and will seek certification. Last year Hemp crop was certified USDA Organic. There are no storage facilities for fuel, chemicals, raw materials or wastes.

e) Stormwater- There will be no impervious surfaces included in this project except for the shipping containers. Cover crops and green manures will be incorporated when needed.

f) Sedimentation and Erosion control- The use of cover crops and green manures will mitigate potential minor erosion and sedimentation potential.

18) Noise- Project's use is consistent with traditional farming use and should not increase noise levels in the neighborhood.

19) Compliance with Ordinances-The project lies in the agricultural/residential zone and conforms to the ordinance and regulations

20) This project supports the agricultural mission and vision of the town and is consistent with historic uses

PROPERTY MAP
BOWDOINHAM
MAINE

2016
(As of April 1st)



LEGEND

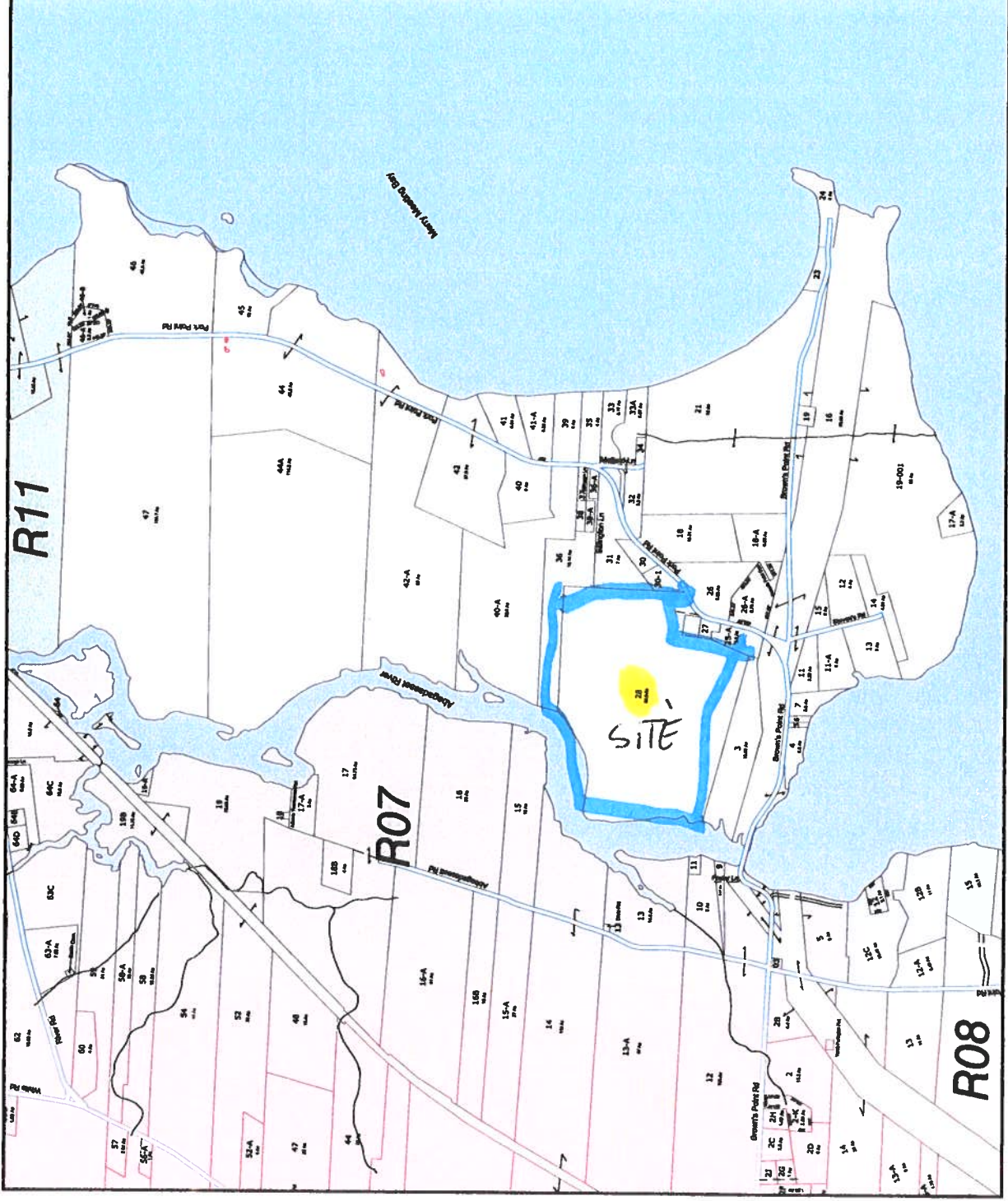
ARBITRARY MAP NO.	U01	LOT DIMENSION	156'
PARCEL NUMBER	22	PROPERTY BEING	
SUBDIVISION LOT NO.	2	WAY OF WAY	
		RIGHTWAY	



James H. Thomas
gisolutions of Maine
Cumberland, Maine 04021
jht@maine.rr.com

R10

PRESIDENT WOOLWICH WOOLWICH

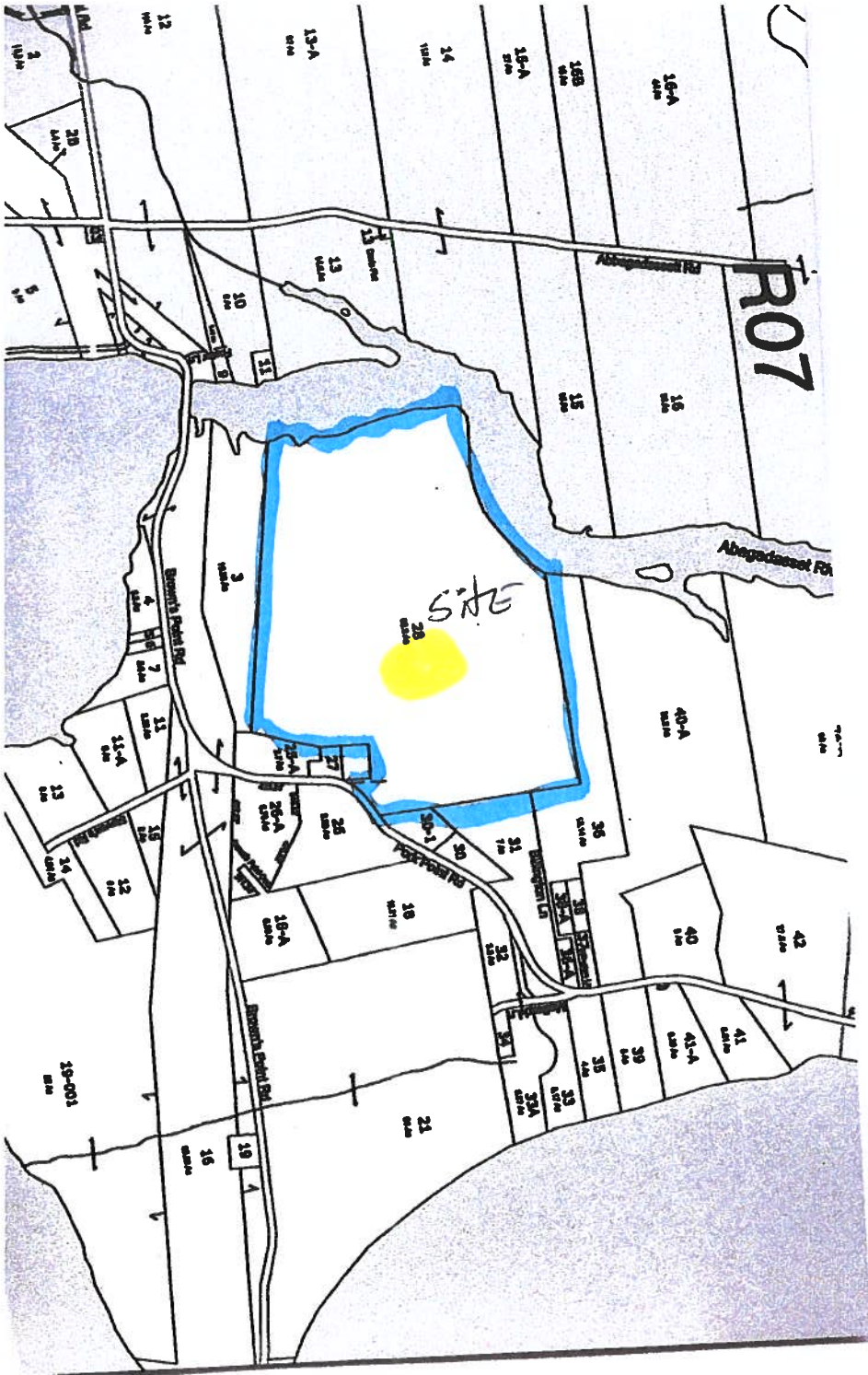


R11

R07

R08

Tax map



Northerly View



WESTERLY VIEW



Abagadasset River

Abagadasset River

Abagadasset River

Browns Point Rd

Browns Point Rd

Google

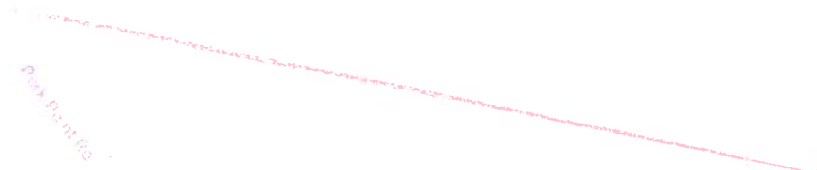
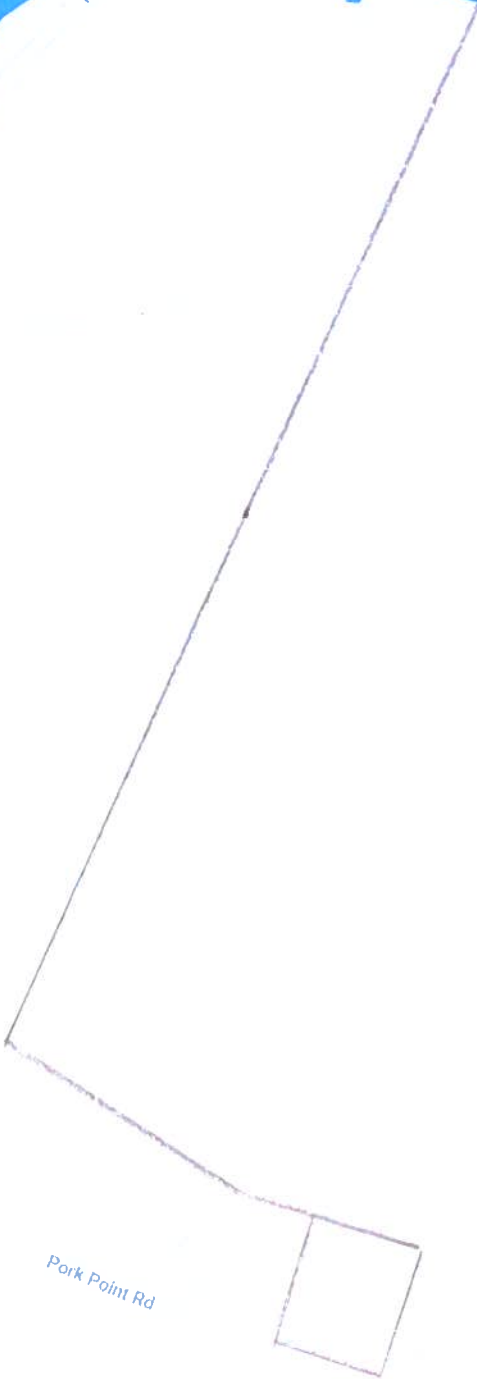
X Proposed Site

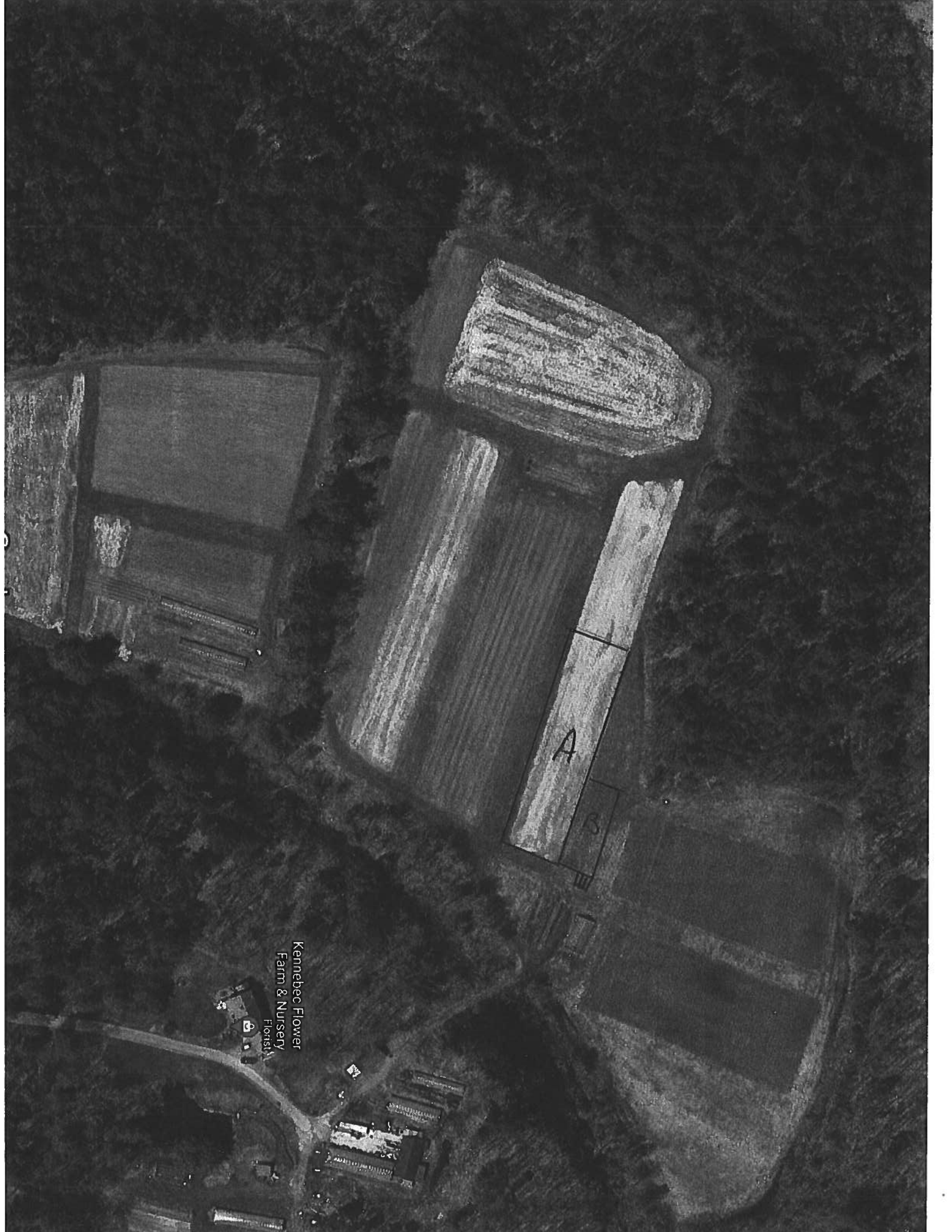
Property line

Kennebec Flower Farm & Nursery
Florist

Pork Point Rd

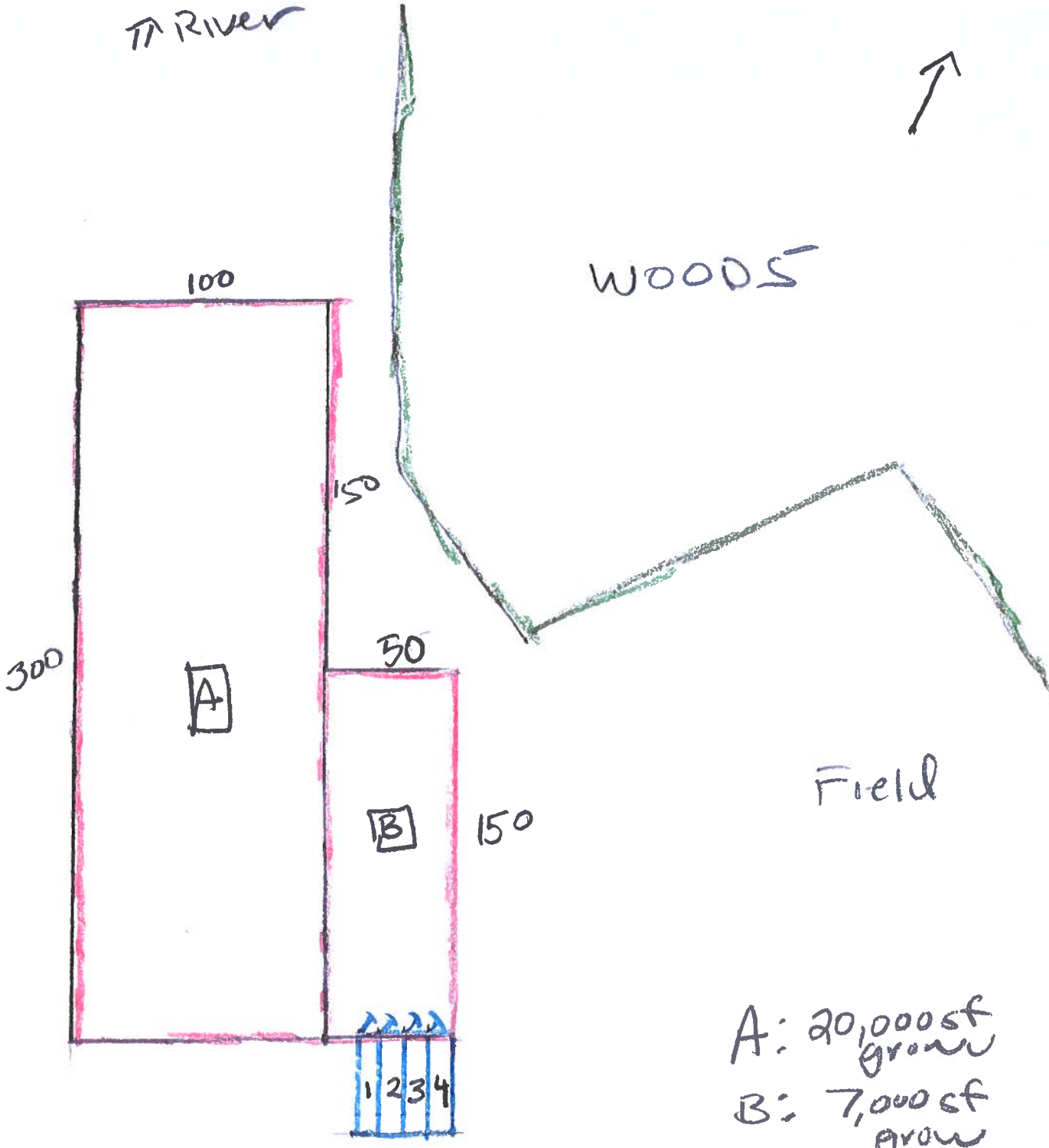
Pork Point Rd





Kennebec Flower
Farm & Nursery
Floreski

↑ River

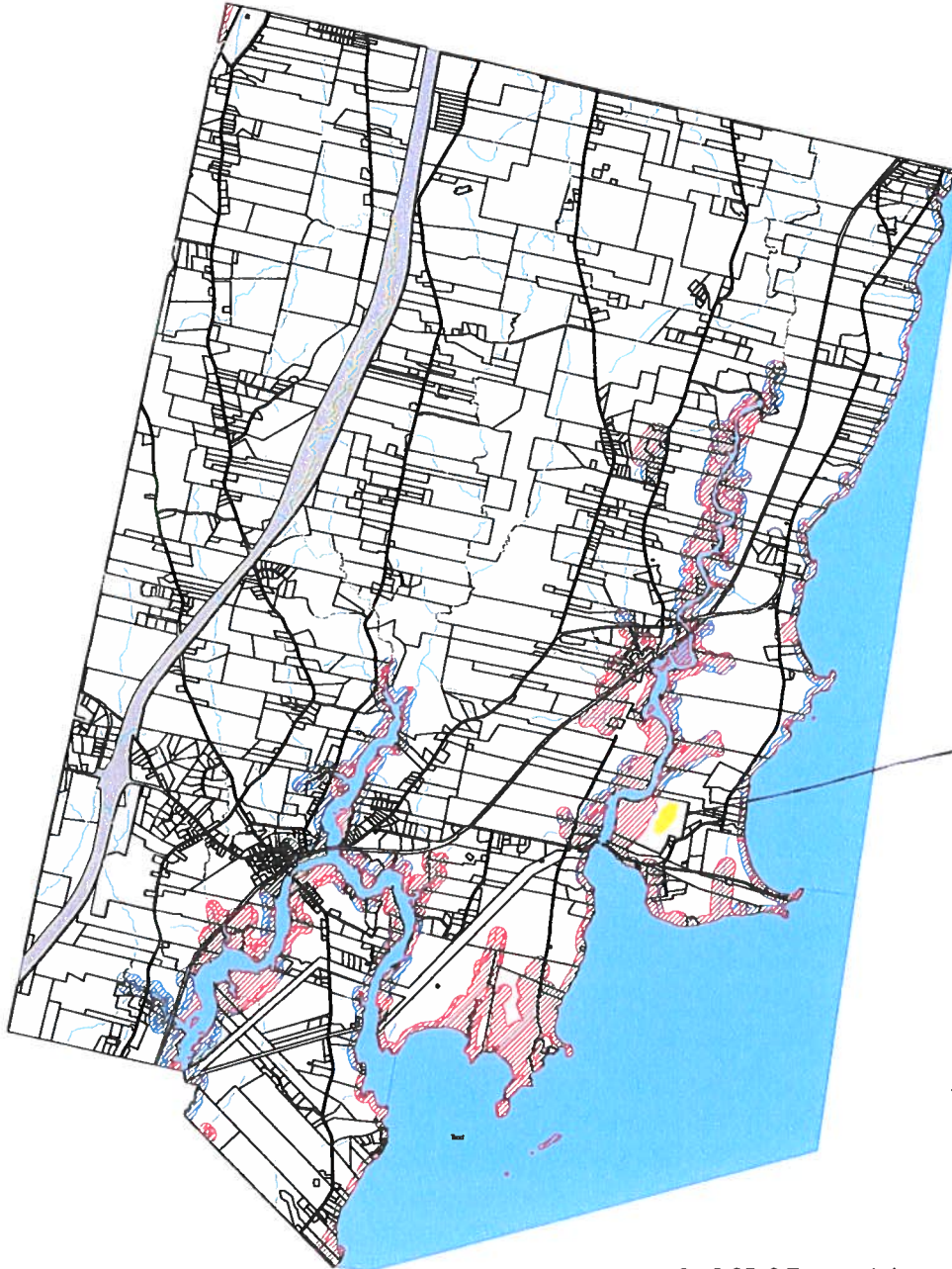


A: 20,000 sf grow
 B: 7,000 sf grow

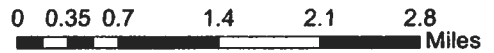
■ Fenced area
 ■ 8x40 container

↑ ROAD

Town of Bowdoinham Official Shoreland Zoning Map



Effective Date: _____
Town Clerk: _____



Notes:

1. The Official Shoreland Zoning Map was adopted pursuant to Shoreland Zoning Amendments at Town Meeting on June 10, 2015.
2. The areas of the Resource Protection District are shown on this Official Shoreland Zoning Map through use of aerial data. The actual, on-the-ground location of the Resource Protection District shall be determined the District's description in the Land Use Ordinance and may be located by a professional surveyor.
3. Areas that are shown as Resource Protection on this Official Shoreland Zoning Map, but are proven not to be Resource Protection based on on-the-ground determination shall be considered to be the Limited Residential District.
4. Wetland areas contiguous with and at the same elevation as the normal high water line of the river and streams are considered part of those waterbodies.

Shoreland Zoning	
Shoreland Zoning District Type	
	Commercial Fisheries & Maritime Activities District
	General Development I District
	General Development II District
	Limited Commercial District
	Limited Residential District
	Resource Protection District
	Stream Protection District



FEMA Flood Map Service Center: Search By Address

Navigation

Search

Languages

MSC Home (/portal/)

MSC Search by Address (/portal/search)

MSC Search All Products (/portal/advanceSearch)

MSC Products and Tools (/portal/resources/productsandtools)

Hazus (/portal/resources/hazus)

LOMC Batch Files (/portal/resources/lomc)

Product Availability (/portal/productAvailability)

MSC Frequently Asked Questions (FAQs) (/portal/resources/faq)

MSC Email Subscriptions (/portal/subscriptionHome)

Contact MSC Help (/portal/resources/contact)

Enter an address, place, or coordinates: ?

50 pork point road bowdoinham

Search

Whether you are in a high risk zone or not, you may need flood insurance (https://www.fema.gov/national-flood-insurance-program) because most homeowners insurance doesn't cover flood damage. If you live in an area with low or moderate flood risk, you are 5 times more likely to experience flood than a fire in your home over the next 30 years. For many, a National Flood Insurance Program's flood insurance policy could cost less than \$400 per year. Call your insurance agent today and protect what you've built.

Learn more about steps you can take (https://www.fema.gov/what-to-do) to reduce flood risk damage.

Search Results—Products for BOWDOINHAM, TOWN OF

Show ALL Products » (https://msc.fema.gov/portal/availabilitySearch?addcommunity=230119&communityName=BOWDOINHAM,TOWN OF#searchresultsanchor)

The flood map for the selected area is number **23023C0114F**, effective on **07/16/2015**

DYNAMIC MAP



PRINT MAP

MAP IMAGE



(https://msc.fema.gov/portal/downloadProduct?)

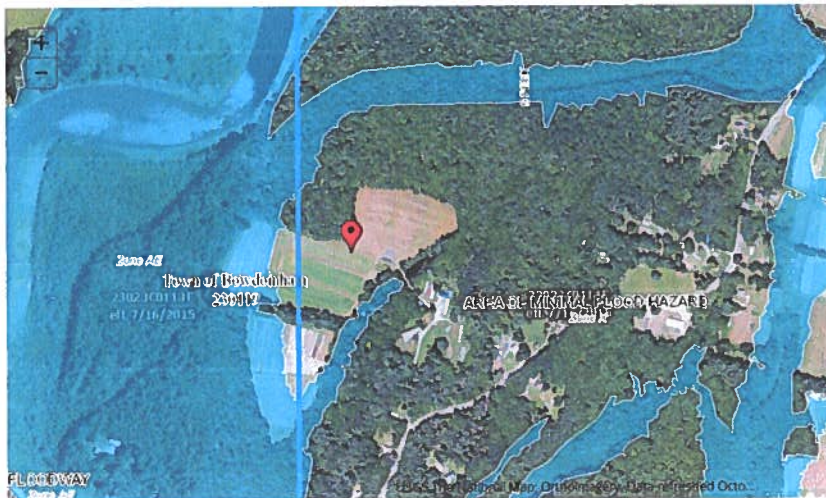
filepath=/23/P/Firm/23023C0114F.png&productTypeID=FINAL_PRODUCT&productSubTypeID=FIRM_PANEL&productID=23023C0114F

Changes to this FIRM

- Revisions (0)
- Amendments (0)
- Revalidations (1)

You can choose a new flood map or move the location pin by selecting a different location on the locator map below or by entering a new location in the search field above. It may take a minute or more during peak hours to generate a dynamic FIRMette. If you are a person with a disability, are blind, or have low vision, and need assistance, please contact a map specialist (https://msc.fema.gov/portal/resources/contact)

Go To NFHL Viewer » (https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd&extent=-69.849732)



Approximate location based on state input and does not represent an authoritative property location

Selected Flood/Map Boundary

Digital Data Available

No Digital Data Available

Unmapped

NO PANELS

Area of Minimal Flood Hazard (Effective 04/01/15)

Area of Undetermined Flood Hazard (Effective 07/16/2015)

Other Use Protected Areas

Coastal Service Resource Designated Areas

WITHOUT BASE FLOOD ELEVATION (BFE) DATA AVAILABLE

WITH BFE or Depth

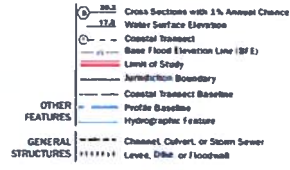
Regulatory Floodway Zone AE, AO, AR, VC, VE

0.2% Annual Chance Flood Hazard Areas or 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile

Future Conditions 1% Annual Chance Flood Hazard

Area with Predicted Flood Risk due to Climate Sea Level Rise

Area with Flood Risk due to Climate Sea Level Rise



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<https://www.oig.dhs.gov/hotline>

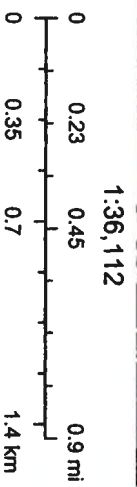
Official website of the Department of Homeland Security

Beginning With Habitat



December 28, 2020

-  Significant Vernal Pools
-  Inland Wading Bird and Waterfowl Habitat
-  ETSC Animal Habitat Buffers
-  Tidal Wading Bird and Waterfowl Habitat



ESRI, HERE, Earthstar Geographics

This map is intended for planning purposes and should not be used for
Copyright 2016 Beginning With Habitat

DEED

←Back

TRAT I, HARRY E. PROUT, of Bowdoinham, County of Sagadahoc, and State of Maine, in consideration of one dollar and any other valuable consideration paid by CHARLES F. GILL, III and LINDA W. GILL, whose mailing address is 7 Melfield Street, Portland, Maine 04103, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BAREAIN, SELL AND CONVEY unto the said Charles F. Gill, III and Linda W. Gill, as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, a certain lot or parcel of land situated in the Town of Bowdoinham, County of Sagadahoc, and State of Maine, bounded described as follows:

Bounded on the west by the Abbequidness River; on the South by land of Ransom Kelley and Violetta; on the East by the road leading from Bowdoinham to Sibirround; on the North by land of Waynard Hinkley and Charles Allen, containing fifty acres more or less.

Excepting from the above-described premises that land conveyed by the Grantor herein to Alvin F. Kelley, et al, and by deed, dated February 1, 1979 and recorded in Sagadahoc County Registry of Deeds in Book 933, Page 303. Further excepting that portion conveyed by the Grantor herein to David Prout, et al recorded in Sagadahoc County Registry of Deeds in Book 1061, Page 1043 and also excepting that portion conveyed by Herepooting Gardens, INC. to David Prout, et al, dated October 16, 1988 and recorded in Sagadahoc County Registry of Deeds in Book 102, Page 714.

Reference is made to a standard boundary survey of land of Harry E. Prout, dated November 14, 1988 (revised March 29, 1989) and recorded in Sagadahoc County Registry of Deeds in Plan Book 26, Page 48. Reference may also be had to a judgment of the Superior Court for Sagadahoc County, dated December 20, 1988 and recorded in Book 97, Page 613.

TO HAVE AND TO HOLD the aforementioned and margined premises with all the privileges and appurtenances thereof to the said Charles F. Gill, III and Linda W. Gill, as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever, to them and their use and behoof forever.

AND I do COVENANT with the said Grantees, their heirs and assigns that I do lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that Harry E. Prout and his heirs shall and will

TRUE COPY

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Contact FAQ

←Back

EC1072-589

WARRANT and DEFEND the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Harry E. Prout, relinquish and convey all rights by descent and all other rights to the above described premises, have hereunto set my hand and seal this 17th day of June in the year One Thousand Nine Hundred and Ninety-One.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
Witness

[Signature]
Harry E. Prout

STATE OF MAINE
Cumberland, ss.

Personally appeared the above named Harry E. Prout and acknowledged the above instrument to be his free act and deed.

Before me,
[Signature]
Notary Public/Attorney at Law
JENNIFER [Signature]

NOT A TRUE COPY NOT A TRUE COPY NOT A TRUE COPY

RECEIVED 06:20:10 PM '91
91 JUL 17 AM 9 45
OFFICE OF THE CLERK OF COURTS
REGISTRY DEPARTMENT

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Go 2 of 2

Contact FAQ

LEASE

THIS LEASE AGREEMENT (the “Lease”) is made this ___ day of January, 2021 (the “Effective Date”), by and between **Charles F. Gill, III** and **Linda W. Gill** individuals residing at 50 Pork Point Road, Bowdoinham, ME 04008 (“Landlord”) and **Mystique Operations LLC**, a Maine limited liability company (hereinafter referred to as “Tenant”).

WITNESSETH:

WHEREAS, Landlord is the owner of real property located at 50 Pork Point Road, Bowdoinham, ME (the “Property”); and

WHEREAS, Tenant desires to lease an approximate one (1) acre portion of the Property for the purpose of cultivating marijuana at said site and Landlord is willing to enter into such a lease on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

SECTION 1. Premises:

(a) Landlord hereby leases, demises and lets to Tenant, and Tenant hereby leases, takes and hires from Landlord, for the term and upon and subject to the terms, conditions, covenants and provisions set forth in this Lease, the premises consisting of an approximate one acre portion of the Property in the approximate area described on **Exhibit A** hereto (the “Leased Premises”) and a right to access and cross the Property for the purpose of accessing the Leased Premises and for the purpose of installing utilities, irrigation and other equipment at or in connection with the Leased Premises.

(b) Tenant shall have the right to take water from Landlord’s wells and or faucets for irrigation and other purposes. Tenant shall have the right to utilize Landlord’s electric service at the Property for which Tenant will reimburse Landlord a reasonable sum based upon Tenant’s estimated use of electric service.

SECTION 2. Term and Renewal Rights:

(a) **Term.** The term of this Lease shall commence on the Effective Date, as hereinabove defined, and shall continue thereafter for a period of one (1) year (the “Initial Term”), unless sooner terminated in accordance with the terms and conditions hereof.

(b) **Renewal Option.** So long as TENANT is not then in default of this Lease, TENANT shall have the option to renew this Lease for ten (10) successive one (1) year renewal terms (each a “Renewal Term” and collectively with the Initial Term, the “Term:). Each Renewal Term shall be automatic unless TENANT shall notify LANDLORD in writing of its intention not to renew the Term prior to the commencement of the Renewal Term. The terms of this Lease shall apply during each Renewal Term.

SECTION 3. Rent: Attached hereto as Exhibit C.

SECTION 4. Condition, Use and Restrictions:

(a) Tenant may use the Leased Premises to cultivate marijuana strictly in compliance with Maine and local laws and regulations and subject to the terms of the Lease Rider Relating to Marijuana, which is attached hereto as Exhibit B. Tenant shall be responsible for the installation and maintenance of fencing around the perimeter of the area used for marijuana cultivation that is compliant with all applicable laws and regulations.

(b) Tenant acknowledges that: a) Landlord has made no representations and Tenant is not relying on any representations about the Leased Premises, their suitability for any particular use and/or the physical condition thereof; and b) that Tenant has conducted its own due diligence inquiries with respect to the Leased Premises and is satisfied with the results thereof. The foregoing notwithstanding, Landlord agrees to execute, acknowledge and deliver to Tenant promptly upon request therefor by Tenant on the Effective Date, or if not executed on the Effective Date then at any time thereafter, such documents as may be required by the State of Maine or town of Bowdoinham confirming Tenant's permission from Landlord to use the Premises for the purpose of engaging in the cultivation of marijuana.

(c) Tenant covenants that it shall comply with the terms of the Rider Relating to Marijuana, the terms of which are incorporated into this Lease and made an integral part hereof. To the extent of any conflict between the terms of the body of this Lease and the Rider Relating to Marijuana the terms of the Rider Relating to Marijuana shall control.

(d) Tenant shall not suffer or permit any lien of any nature or description to be placed against the Leased Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the Tenant to immediately pay and remove the same; this provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the Landlord's title or interest in the Building, the Premises, or any portion thereof.

(e) To keep the Premises equipped with all safety and security appliances required by law or any public authority because of the use made by the Tenant of the Premises.

(f) To keep all garbage and refuse resulting from Tenant's use of the Leased Premises to be stored in appropriate containers within the Leased Premises such that odors do not cause an annoyance to neighbors; to contract for garbage removed from the Premises at such frequencies as will prevent the unsafe, unsanitary or obnoxious accumulation of garbage and to comply with all ordinances or orders of the town of Bowdoinham relating to garbage and garbage removal all at Tenant's expense.

SECTION 5. Taxes: Tenant shall not be required to pay any amount on account of real estate taxes.

SECTION 6. Maintenance: Landlord shall have no obligation to maintain or repair the Leased Premises or any improvements thereon.

SECTION 7. Requirements of Public Authority: During the term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the state, county, town and city governments and of all other governmental authorities affecting the Leased Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the term of this Lease or may in the future be passed, enacted or directed, and with all federal laws to the extent possible considering the nature of the Tenant's intended use of the Property.

SECTION 8. Assignment and Subletting: Tenant may not assign or sublease, mortgage or otherwise encumber this Lease or any portion of the Leased Premises, without first obtaining the Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Upon any assignment of this Lease, Tenant shall remain obligated under this Lease unless Landlord agrees otherwise in writing and receives a written agreement whereby the assignee agrees to assume such obligations and liabilities as a direct obligation to Landlord. Notwithstanding anything in this Section 8 to the contrary, Tenant, may, without Landlord's prior consent, assign this Lease, in whole or in part, or sublet all or part of the Premises, to any entity controlling, controlled by or under common control with Tenant.

SECTION 9. Landlord's Services: Except as otherwise provided herein, Landlord shall not be obligated to provide any services to Tenant.

SECTION 10. Indemnity:

(a) Subject to the provisions of this Lease, Tenant shall indemnify and save harmless Landlord from and against any and all liability, damage, penalties, claims or judgments arising from injury to person or property damage sustained by anyone in and about the Leased Premises, other than injury or damage caused by the negligence or intentional acts of Landlord or its agents or independent contractors. Tenant shall, at its own cost and expense, defend (and pay attorney's fees in connection with) any and all suits or actions which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above mentioned matter, claim or claims.

(b) Subject to the provisions of this Lease, and except to the extent arising from its own negligent act(s) or omission(s) or intentional act(s), Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Leased Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, or customers arising from the use or occupancy of the Leased Premises.

(c) Tenant agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord; it being agreed that Landlord, and any fiduciary, any shareholder, any partner, any member, or any beneficiary of Landlord, are not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord.

SECTION 11. Insurance:

(a) Tenant shall provide at its expense, and keep in force during the term of this Lease, general liability insurance with an insurance company or companies licensed to do business in the State of Maine, selected by Tenant but acceptable to Landlord, in the amount of at least \$1,000,000 per occurrence with respect to injury or death and \$2,000,000 in the aggregate for commercial general liability. Such policy or policies shall name Landlord as an additional insured. Upon written request from Landlord, Tenant agrees to deliver certificates of such insurance to Landlord. Such insurance shall contain an agreement that such policy shall be non cancelable without thirty (30) days' written notice to Landlord.

(b) Tenant shall keep all buildings and improvements on the Leased Premises insured against loss or damage by fire, and those casualties covered by the customary extended coverage endorsements, in an amount equal to at least one hundred percent (100%) of the full or sound insurable value of the buildings and improvements. Subject to the prior rights of any lender to Tenant with respect to such proceeds in the event Tenant is in default in respect of its obligations to such lender, all proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to Tenant and used by Tenant for the reconstruction of the damaged improvements. Landlord shall, at Tenant's cost and expense, cooperate fully with Tenant in order to obtain the largest possible recovery and shall execute any and all consents and other instruments and take all other actions reasonably necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as herein before provided. Tenant shall have the right to make all adjustments of loss and execute all proofs of loss in its name.

(c) Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket, floater or general insurance covering the Leased Premises and other locations of Tenant provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved.

SECTION 12. Destruction. If, at any time during the Term, the Leased Premises shall be damaged or destroyed in whole or in part by fire or other cause, then Landlord, at his own cost and expense, shall repair and restore the Leased Premises to the condition originally delivered to Tenant, to the extent possible within the limits of insurance proceeds made available for such repair within a period of time, which, under all prevailing circumstances, shall be reasonable. If, however, such damage shall be so great that Landlord's architect or engineer shall certify in writing to Landlord and Tenant that the Leased Premises, with the exercise of reasonable diligence, but without the payment of overtime or other premiums, cannot be restored within one hundred eighty (180) days from the happening of the fire or other casualty, then Landlord or Tenant shall have the right, to be exercised by notice in writing delivered to the other within twenty (20) business days after the receipt of such certification, to elect to terminate this Lease. In addition, (i) if Landlord's architect or engineer certifies that the restoration can be completed within the aforesaid one hundred eighty (180) day period, but Landlord fails to complete the same within said one hundred eighty (180) day period (as the same may be extended by the number of days of delay caused by Tenant), or (ii) if neither party timely elects to terminate this Lease as provided in the immediately preceding sentence, but Landlord fails to substantially complete the restoration within twenty (20) days after the expiration of the time period estimated

by Landlord's architect or engineer, then Tenant shall have an additional right, in either case, to terminate this Lease by notice given to Landlord at any time after the expiration of the time period in clause (i) or (ii) of this sentence. Except as expressly provided in this Section, this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Rental Payments payable hereunder from the date of such damage or destruction of the Leased Premises until such time as the Leased Premises are restored or this Lease is terminated, whichever is applicable; such proportionate reduction shall be based upon the extent to which the damage and the making of such repairs shall interfere with the business carried on by Tenant in the Leased Premises. The foregoing notwithstanding, if the damage is due to the gross negligence or willful act of Tenant or its employees, there shall be no abatement of the Rental Payments, and Tenant shall have no right to terminate this Lease. In no event shall Landlord be required to repair any injury or damage by fire or other cause, or to make repairs or replacements of, any trade fixtures, equipment, or other personal property of Tenant.

SECTION 13. Eminent Domain:

(a) If, after the execution of this Lease and prior to the expiration of the term, the whole or a material part of the Leased Premises shall be taken by eminent domain, then the term hereof shall cease as of the time when Landlord shall be divested of its title in the Leased Premises or a material portion thereof, and rent shall be apportioned as of the time of the termination. Upon such a taking by eminent domain and an associated termination of this Lease, the parties agree to apportion the proceeds of the eminent domain award as follows: Landlord reserves to itself, and Tenant assigns to Landlord, all rights to damages and awards accruing on account of any taking by eminent domain or by reason of any act of any public authority for which damages or awards are payable relating to the value of the underlying unimproved land, to the full amount of that portion of the proceeds of such a taking attributable to the value of the buildings, improvements to and fixtures located on the Leased Premises. Tenant and Landlord may each fully participate in any such eminent domain proceeding and each party agrees to execute such instruments of assignment as may be reasonably required in any petition for the recovery of such damages or awards and Tenant and Landlord shall diligently pursue the same.

(b) In the event of the partial taking or condemnation or purchase which is not extensive enough to render the Leased Premises unsuitable for the business of Tenant, or if the taking is material but the parties do not elect to terminate this Lease pursuant to this Section then, subject to the provisions of any mortgage encumbering the Leased Premises from time to time, the proceeds shall be paid to Tenant which shall commence to restore, and thereafter complete such restoration, subject to any delays resulting from any cause not within the reasonable control of Tenant, the Leased Premises to a condition reasonably comparable to their condition at the time of such condemnation or purchase, less the portion lost in the taking or purchase, and this Lease shall continue in full force and effect, and the rent payable hereunder from and after said taking or purchase shall continue proportionally abated by the percentage reduction, if any, between the leasable area of the Leased Premises before the condemnation event and its leasable area after restoration.

SECTION 14. Utilities/Easements: Landlord shall enter into reasonable agreements affecting the Leased Premises with utility companies, and/or public authorities which provide

necessary and customary utilities creating easements in favor of such companies and/or authorities as are required in order to service the occupants of the buildings on the Leased Premises (including but not limited to the rights to install, lay, relay, construct, maintain, repair, improve, remove, replace and use utility lines, mains, cables, conduits, pipes and poles, with all related fixtures and appurtenances). Tenant shall be responsible, at its expense, for bringing all utility lines, including without limitation natural gas lines and water and sewer lines to the Leased Premises.

SECTION 15. Defaults:

(a) The following shall be considered events of default hereunder:

(i) Tenant's failure to pay amounts due hereunder within ten (10) days after becoming due;

(ii) Perform any of the covenants, conditions and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure without the curing of same for a period of thirty (30) calendar days after receipt of Tenant's notice in writing from Landlord specifying the nature of such failure, and provided Tenant shall not cure said failure as provided in paragraph (b) of this Section;

(iii) If the estate hereby created shall be taken on execution or by other process of law and such taking is not discharged within thirty (30) days or if the Tenant shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of the Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of the Tenant's property by a court of competent jurisdiction and such appointment is not discharged within thirty (30) days, or a petition shall be filed for the reorganization of the Tenant under any provisions of the Bankruptcy Act now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if the Tenant shall file a petition for such reorganization, or for arrangements under any provisions of the Bankruptcy Act now or hereafter enacted and propose therein a plan to settle, satisfy or extend the time for the payment of debts.

In the event of a tenant default, Landlord shall be entitled to terminate this Lease by delivery of written notice to Tenant, in which case Landlord shall have all remedies available to it at law and equity including without limitation, the remedy of forcible entry and detainer, and Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to Tenant, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole through legal process and repossess the same as of its former estate, and upon such mailing or entry as aforesaid, this Lease shall terminate; and Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, that Tenant shall, as of the date of such termination, immediately be liable for and pay to Landlord the entire unpaid rental and all

other balances due under this Lease for the remainder of the Initial Term. In addition, Tenant agrees to pay to Landlord, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant, and Tenant agrees to reimburse Landlord for all attorneys' and paralegals' fees incurred by Landlord in connection with a Tenant default, including without limitation such fees incurred in connection with a bankruptcy proceeding.

If this Lease is terminated in accordance with the provisions of this Section 15, then Landlord agrees make good faith and commercially reasonable efforts to mitigate its damages, which efforts shall include listing the Leased Premises for lease either directly or through a reputable commercial real estate broker and to negotiate in good faith any bona fide lease offers for the entire Leased Premises. Tenant acknowledges and agrees that Landlord shall have no obligation to offer to lease or to lease the Leased Premises in place of or in favor of any other space it may have for lease.

(b) If Tenant shall default in the performance of any non-monetary covenant, condition or obligation on its part to be performed under this Lease and such default shall continue for a period of thirty (30) calendar days after written notice thereof (or if the default requires more than thirty (30) days to be cured, if Tenant does not begin to cure the default within the thirty (30) day period and then diligently prosecute the cure to completion), Landlord may do so on behalf of and at the cost and expense of the Tenant without waiving any claim of breach or for damages or any right to terminate this Lease. Should it be finally determined by arbitration or by a court of competent jurisdiction that the expending of sums by the Landlord was made necessary by Tenant's failure to perform a covenant, condition, or any other obligation on Tenant's part to be performed under this Lease, in such event, such sums at the option of Landlord shall be deemed additional rent and paid as such on the next or any subsequent rent day at the option of Landlord. Interest at the then existing prime rate (highest rate published) from time to time by the Wall Street Journal or its successor, and reasonable attorney's fees, if any, shall be collectible by the prevailing party from the non-prevailing party. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

(c) Tenant acknowledges that **Exhibit B** hereto contains additional default provisions and additional remedies for default in addition to those set forth in this Section. To the extent that **Exhibit B** provides for termination of this Lease without notice or on different or more expedited bases than are set forth in this Section, the provisions of **Exhibit B** shall supersede the provisions of Section to the extent they are inconsistent.

(d) If Tenant shall hold over as a Tenant after the expiration or termination of the term hereof, then such holding over shall be deemed to be a tenancy on a month to month basis on the same terms and conditions as provided herein, except that the rent payable shall be double the rent being paid under the Lease at the time of its expiration or termination.

(e) The Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days after receipt of written notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation or within such additional time as is reasonably required to correct any such default. Further, if the holder of a mortgage on the Building of which the Premises are a part notifies Tenant that such holder has taken over the Landlord's rights under this Lease, Tenant shall not assert against such mortgagee any claim which Tenant may have against Landlord, but shall look solely to the Landlord for satisfaction of such claim. Notwithstanding the foregoing, if the nature of Landlord's failures unreasonably interfere with the operation of Tenant's business, Landlord will endeavor to correct such failures or defaults as soon as possible prior to the expiration of such thirty (30) day period, provided further that if any such corrections reasonably require longer than thirty (30) days to correct, Landlord shall commence such correction within thirty (30) days and shall complete such correction within a reasonable time thereafter.

SECTION 16. Environmental:

(a) Tenant represents, warranties and agrees that its use, maintenance and operations of the Leased Premises and the conduct of the business thereto, shall at all times be in compliance with all applicable federal, state, county or local laws, regulations and ordinances of any governmental authorities relating to hazardous materials, as hereinafter defined. With the exception of gasoline and related petroleum products, insecticide, rodenticide and fertilizer, Tenant, its employees, customers, suppliers and invitees will not cause any hazardous materials to be deposited, discharged, emitted, placed or disposed of at or about the Leased Premises,

(b) Tenant shall, to the extent arising from breach of the foregoing warranty, (i) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials from the Leased Premises, in accordance with all applicable federal, state and local laws, regulations, rules, ordinances and policies and in accordance with the orders and directives of all federal, state and local governmental authorities, and (ii) defend, indemnify and hold harmless Landlord, its employees, agents, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limit, attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any related to (A) the discovery, presence, disposal, release, or threatened release, of any Hazardous Materials hereafter placed within, under, upon, from, or into the Premises, or (B) any personal injury (including wrongful death) or property damage (real or personal), any lawsuit brought or threatened, settlement reached or government order and/or any violations of laws, orders, regulations, requirements, or demands of government authorities, now in effect or in effect at any time in the future, which are based upon or in any way related to any Hazardous Materials hereafter placed on the Premises.

(c) As used herein, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances or matter, oil or other petroleum products, underground petroleum storage tanks, asbestos,

chemical pollutants or related materials, including as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§690 1, et seq.), applicable Maine Statutes (including 38 M.R.S.A. §§561, et seq.; 39 M.R.S.A. §§1361, et seq.; 38 M.R.S.A. §§1301, et seq.; and 38 M.R.S.A. §§1317, et seq.), or any similar federal, state or local law in effect from time to time, or in the regulations adopted and publications promulgated pursuant thereto or any other substances or materials constituting a hazard, peril or threat to the health of persons, animals or plant life.

(d) Upon the termination of the Lease, at Landlord's option, Tenant shall remove all underground tanks and complete any environmental cleanup in accordance with all applicable laws and regulations at Tenant's sole expense to the then existing minimum level required by applicable law.

SECTION 17. Waivers: Failure of a party to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by a party at any time, express or implied, of any breach of any other provision of this Lease shall constitute a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but shall only be deemed a part payment on account. If any action by either party shall require the consent or approval of the other party, the grant of such consent or approval on any one occasion shall not be deemed a consent to or approval of that action on any subsequent occasion or of any other action on any subsequent occasion. Each right and remedy which either party may have under this Lease or by operation of law shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative, and none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more of all of such rights and remedies may be exercised at the same time or successively.

SECTION 18. Notices: Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy, facsimile or email transmission. Notice shall be sent to as follows, or to such other address as either party may specify in writing.

Landlord: Charles F. Gill, III
50 Pork Point Road
Bowdoinham, ME

Tenant: Mystique Operations LLC
41 Mystique Way
Auburn, ME 04210

SECTION 19. Successors And Assigns. The obligations of this Lease shall run with the

land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the original Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Whenever the Premises are owned by a trustee or trustees or by a limited partnership, the obligations of Landlord shall be binding only upon the assets of the trust or partnership as the case may be, and not personally upon any trustee, beneficiary or shareholder of the trust or partner of the partnership.

SECTION 20. Waiver of Jury Trial. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISION OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

SECTION 21. Quiet Enjoyment: Landlord warrants that it has full right and power to execute and perform the Lease and to grant the estate demised herein and that so long as Tenant is not in default hereunder, Tenant shall have the peaceful and quiet use and possession of the Premises during the term hereof, subject, however, to the terms and provisions of this Lease.

SECTION 22. Miscellaneous.

(a) If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective heirs, executors, administrators, successors and assigns.

(b) Landlord and Tenant agree that this Lease shall not be recordable. At Tenant's request and expense, Landlord and Tenant shall enter into an agreement in recordable form, setting forth the actual commencement and termination dates of this Lease.

(c) If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(d) No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, 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 or payment

without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

(e) No oral statement or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or canceled except by writing subscribed by all parties.

(f) This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine.

(g) The Index and Headings herein contained are for convenience only, and shall not be considered a part of this Lease.

(h) This Lease may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

(i) Notwithstanding any provisions of this Lease to the contrary, if at any time or times during the term of this Lease, Landlord and Tenant shall be the same person, party or entity, Landlord's and Tenant's interest shall remain separate and distinct, and shall not be merged into one estate so as to cancel, terminate or extinguish this Lease by law or otherwise.

(j) Time is of the essence with respect to the performance of each and every obligation of the parties under this Lease.

[The balance of this page is intentionally left blank. The signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first above written.

WITNESS:

 Car Lehr

LANDLORD:

[Handwritten signature of Charles F. Gill, III]

Charles F. Gill, III

[Handwritten signature of Linda W. Gill]

Linda W. Gill

TENANT:

Mystique Operations LLC

 Car Lehr

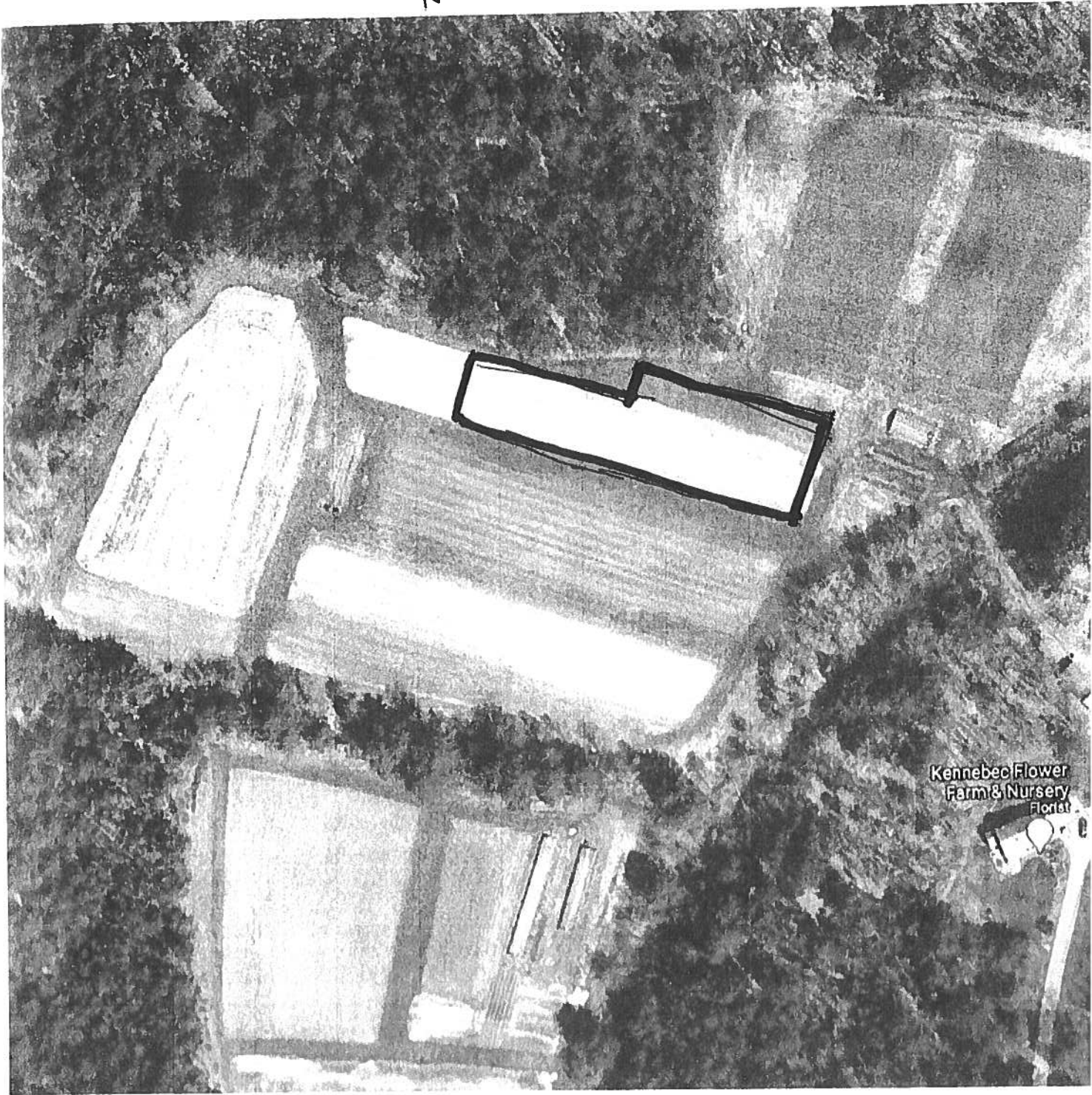
By: *Jan L. Obin*

Its: _____

EXHIBIT A

See Attachment

Exhibit A



Kennebec Flower
Farm & Nursery
Florist

all provisions of this Lease and of the MML Act, the MML Regulations.

J. The Tenant shall comply with any request to inspect the premise and/or records by the Commissioner of Agriculture, Conservation and Forestry, the Department of Health and Human Services and/or any other State agency with enforcement authority over adult use or medical marijuana activities within the State of Maine that comports with applicable state law.

K. Notwithstanding any other termination or other provision in this Lease, Landlord may terminate this lease immediately upon written notice to Tenant in the event that (i) Tenant breaches any covenant or agreement in this Lease, including without limitation, this Rider or (ii) any representation or warranty made by Tenant in this Lease is untrue or becomes untrue at any time or (iii) any governmental unit or law enforcement agency takes any enforcement action against Landlord or Tenant which in any relates to marijuana or laws related to drugs or narcotics or (iv) there is a change in any state, local or federal law, regulation or policy which in the sole discretion of Landlord leads Landlord to deem itself at legal or financial risk due to Tenant's activities at the Premises. Upon any such termination described in this paragraph, Tenant shall immediately vacate and surrender the Premises and shall remove any and all materials, plant matter, plants equipment and any other personal property from the Premises. In the event that Tenant does not promptly remove such materials from the Premises, Landlord shall inform law enforcement officials of Tenant's trespass and request that law enforcement officials collect and dispose of such materials.

L. To the extent of any conflict between the terms of the body of the Lease and this Rider, the terms of this Rider shall control.

M. If the state laws or regulations governing Maine's adult use marijuana program are amended or revised in any way which leads the Landlord to conclude, in its sole and unlimited discretion, that the provisions of this Rider should be altered to reflect such changes, Tenant agrees to promptly execute any such replacement rider as the Landlord may demand, and failure to execute such Rider shall be a default entitling Landlord to immediately terminate this Lease pursuant to the provisions of Section K of this Rider.

EXHIBIT B
Lease Rider to Relating to Marijuana

The following provisions related to Tenant's intended use of the Premises for operation of a cannabis cultivation and manufacturing business as the same may be allowed under the laws of the State of Maine and the Town of Bowdoinham, as the same may be amended or adopted during the Term, and are incorporated into the Lease and made an integral part thereof:

A. Tenant has thoroughly reviewed and is aware of the rules, limitations and restrictions set forth in the Maine Marijuana Legalization Act, 7 M.R.S.A. § 2441 *et seq.*, (the "MML Act") and any regulations relating to retail marijuana licensees (the "MML Regulations") issued by the Commissioner of Agriculture, Conservation and Forestry, the Maine Department of Health and Human Services or such other administrative agency of the State as shall become responsible for the administration of the MML Act and Regulations. Tenant agrees to stay apprised of any changes to the MML Act and Regulations including retaining legal counsel.

B. Tenant represents and warrants that it intends to become a Marijuana Cultivation Facility Licensee and/or a Marijuana Manufacturing Facility Licensee that it has or will dutifully obtain all necessary permits and approvals from the State of Maine and the Town of Bowdoinham to operate its marijuana-related business.

C. Tenant shall ensure that all employees, consultants and affiliates at all times operate in strict compliance with all provisions of the MML Act and the MML Regulations.

D. Tenant shall ensure that each employee shall maintain appropriate licenses with the State of Maine and shall timely make all filings with the State of Maine necessary to maintain status as a licensee to the extent required by law.

E. Tenant shall immediately deliver to Landlord any notice it receives from any governmental entity or law enforcement official relating to operations at the Premises or the status of Tenant as a retail marijuana licensee.

G. Tenant will thoroughly review and be aware of the rules, limitations and restrictions set forth in the MML Regulations.

G. Tenant shall not consume, ingest or otherwise use marijuana for adult use in any way at the Premises, and shall not permit any employee or invitee to consume, ingest or otherwise use marijuana for adult use at the Premises.

H. In the event that tenant produces edible marijuana products, each shall obtain a food establishment license pursuant to 22 M.R.S.A. § 2167, and shall keep such permit in full force and effect at all times.

I. Tenant shall permit Landlord and Landlord's representatives to enter and inspect any portion of the Premises upon demand. Upon request by Landlord, Tenant shall deliver a written certificate certifying that his use and occupancy of the Premises are in compliance with

EXHIBIT C
Rent

The rent payable by Tenant during the Initial Term and each Renewal Term shall be two hundred dollars (\$200.00) per dry-pound-equivalent of marijuana flower harvested and transported from the Leased Premises, payable within 2 months of each pound of marijuana flower being transported from the Leased Premises. Dry-pound-equivalent of marijuana flower is calculated by multiplying the wet weight by 20%. Rent may be renegotiated if market conditions substantially change.

**MYSTIQUE WAY LLC
200 Riverside Industrial Parkway
Portland, ME 04103**

January 5, 2021

Town of Bowdoinham, Maine

Re: Guaranty of Obligations of Mystique Operations LLC

Dear Sir or Madam,

Mystique Way LLC hereby agrees for the benefit of the Town of Bowdoinham, Maine to guaranty the completion of the project obligations of Mystique Operations LLC with respect to that certain leased premises of Mystique Operations LLC located at 50 Pork Point Road, Bowdoinham, Maine as further described in a lease between Charles F. Gill, III and Linda W. Gill as landlord and Mystique Operations, LLC as tenant.

Mystique Way LLC

By: 
Sean B. O'Brien, Manager

Mystique Way, LLC
Balance Sheet
As of January 6, 2021

Jan 6, 21

ASSETS	
Current Assets	
Checking/Savings	
Andro Checking	9,742.07
Total Checking/Savings	9,742.07
Accounts Receivable	
Accounts Receivable	13,773.36
Total Accounts Receivable	13,773.36
Total Current Assets	23,515.43
Fixed Assets	
757 & 767 Forest Ave Properties	420.00
Building Construction	1,600,218.17
Equipment Retail	11,558.22
Extraction Equipment	191,087.85
Furniture and Equipment	33,332.55
Land	132,826.17
Total Fixed Assets	1,969,442.96
TOTAL ASSETS	1,992,958.39
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loan from Carl	703,564.00
Loan from Chris	703,564.00
Loan from Cindy	351,782.00
Security Deposits	
ACC Property Management	5,725.00
CC&G Capital LLC	5,725.00
Total Security Deposits	11,450.00
Total Other Current Liabilities	1,770,360.00
Total Current Liabilities	1,770,360.00
Total Liabilities	1,770,360.00
Equity	
Retained Earnings	200,770.06
Net Income	21,828.33
Total Equity	222,598.39
TOTAL LIABILITIES & EQUITY	1,992,958.39

Kennebec Flower Farm
207-666-3116
50 Pork Point Road
Bowdoinham, ME 04008

Midcoast Federal Credit Union
831 Middle Street
Beth, Maine, 04530
52-874712112

0718

PAY TO THE
ORDER OF

the bank on 10/02
Gay of Bowdoinham

\$ 500.00

DOLLARS

MEMO

Mrs. Grew

[Signature]
AUTHORIZED SIGNATURE

⑆000718⑆ ⑆211287476⑆ 700320352466⑆

Details on Back

Security Features Included

List of Neighbors

Map	Lot	Name	Address
R10	3	Elizabeth A West	402 Browns Point Road
R10	25-a	Paul A Scherzer	26 Pork Point Road
R10	27	Peggy Dunn	40 Pork Point Road
R10	26	Eugene R Mckenna	57 Pork Point Road
R10	26-A	Elisabeth M Webster	29 Pork Point Road
R10	30-1	Tobey W Frizzle	74 Pork Point Road
R10	31	Alan L Frizzle	100 Pork Point Road
R10	36	Norman Noble Jr	Pork Point Road
R10	30	Gordon R Frizzle	86 Pork Point Road
R07	13	Patricia A McQueeney	39 Abbagadassett Road
R07	11	Karen L Royal	23 Foster Lane
R07	14	Denham S Ward	95 Abbagadassett Road
R07	15	Penelope A Norris	111 Abbagadassett Road
R07	9	Stewart F Burrell	11 Foster Lane
R07	10	Ronald D. Burrell	15 Foster Lane

Site Plan Review Checklist Addendum (as per email from Darren 1/14/21)

2a) Added setbacks to site plan on property boundary exhibit

2i) Cost of development- The proposed operation has a budget of \$100,00.

3c) see additional plan

3i) There is no slope on this site and soil type (Winooski Silt Loam) allows for water absorption. On a large scale there is drainage as shown on additional map plan.

3l) There is a dry hydrant at the bridge over the Abbagadasset River. Approx 1 mile away. There is a small pond on the property as well and the property abuts the Abbagadasset River.

4a) see additional plan. for existing wells and septic. No additional septic proposed. Existing septic plan attached

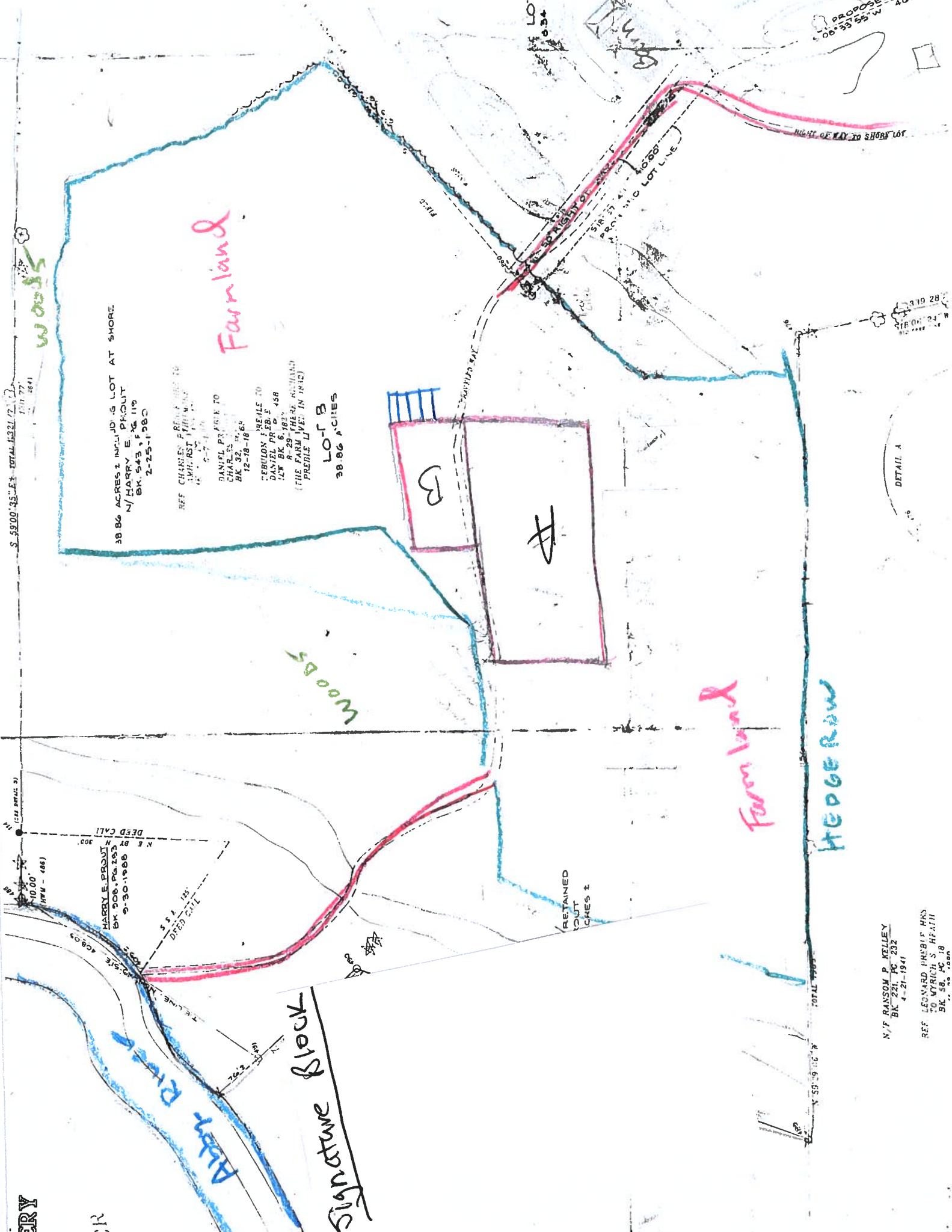
4j) power and phone lines on provided additional plan

4l) The only additional traffic to the site will be one day in spring with possibility of one additional car with one or two people with help planting the crop. Similarly in October there will be approx. 7-10 days when one additional car may enter the property for harvest.

4o) Breakdown of costs

Fencing	\$40,000
Power	\$10,000
Security	\$5,000
shipping	
containers	\$30,000
contingency	\$10,000
farming costs	\$5000

4p) new plan with signature block attached



ERY

ER

S. 59°00'35" E. TOTAL 14321.7'

Woods

38.86 ACRES ± INCLUDING LOT AT SHORE
 N/HARRY E. PROUIT
 BK 543, PG 119
 2-25-1980

REF CHARLES F. BROWN TO
 SMITH, 1981

DANIEL BROWN TO
 CHARLES F. BROWN
 BK 32, PG 64
 12-18-18

FERGUSON FRENCH TO
 DANIEL BROWN
 L/W BK 6, PG 458
 8-29-1842 (THE FARM LIVES IN 1812)
 PREDILE L

LOT B
 38.86 ACRES

B

#

Woods

Farm land

Hedge Row

HARRY E. PROUIT
 BK 508, PG 103
 9-30-1908

(SEE SHEET 3)

10.00'
 (174 - 486)

DEED CALL

100'

1712' 23.00'

1712' 23.00'

1712' 23.00'

1712' 23.00'

1712' 23.00'

Signature Block

RETAINED
 PLANT
 CATCHES

TOTAL 14321.7'

N. 59°00'35" E.

1712' 23.00'

1712' 23.00'

N./F. RANSON P. KELLEY
 BK 221, PG 232
 4-21-1941

REF. EDWARD HUBBIF HHS
 TO MTRICH S. HEATH
 BK 58, PG 18
 11-20-1888

DETAIL A

PROPOSED
 08°53'55" W
 146'

RIGHT OF WAY TO SHORE LOT

LOT
 18.34'

518' 71" 41'
 10' 00"
 10' 00"
 10' 00"

1712' 23.00'

1712' 23.00'

1712' 23.00'

1712' 23.00'

1712' 23.00'

1712' 23.00'

1712' 23.00'

1712' 23.00'

1712' 23.00'

1712' 23.00'

1712' 23.00'

1712' 23.00'

1712' 23.00'

8 SURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

City, Plantation

Street, Road, Subdivision

Owners Name

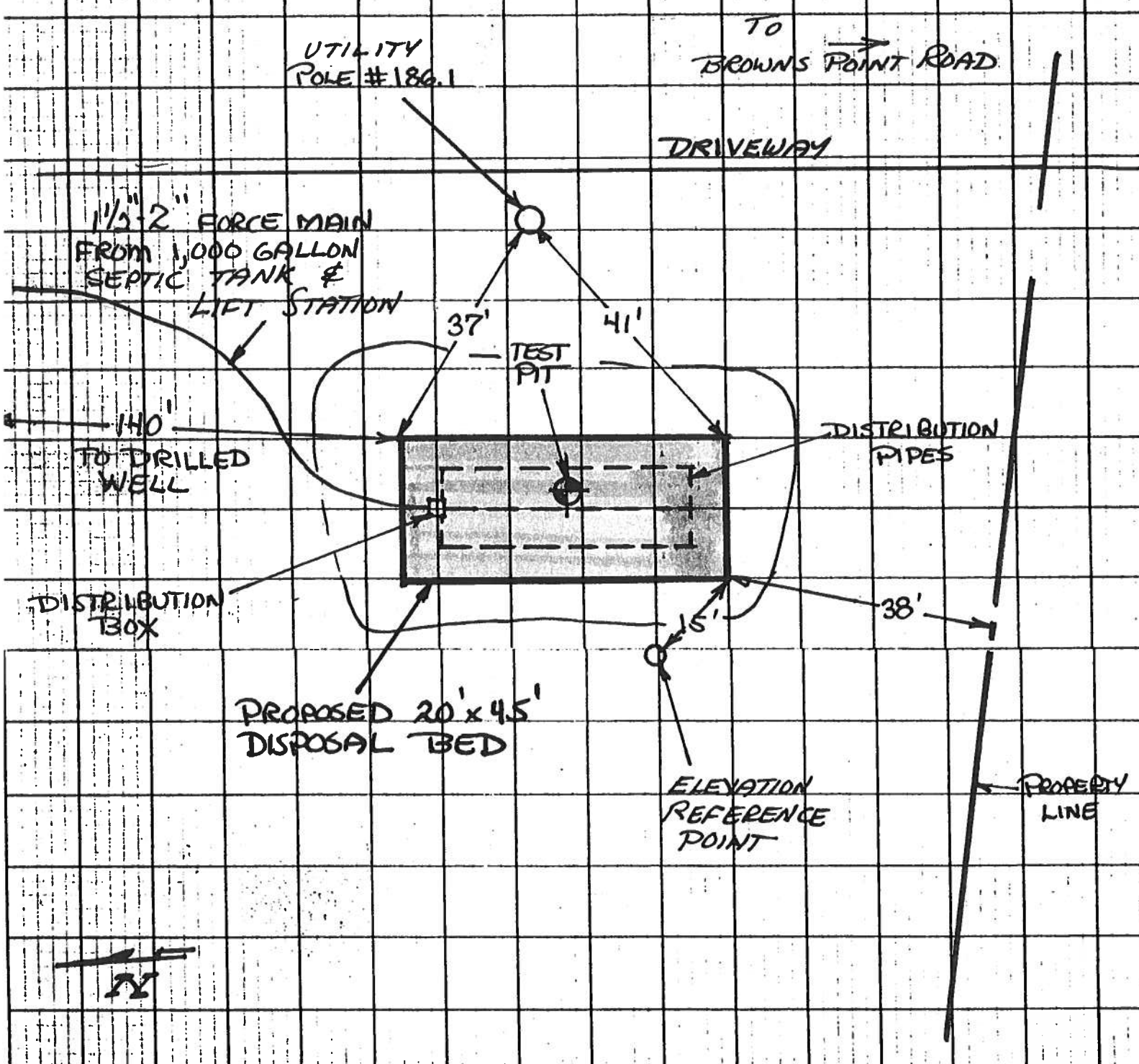
Bowdoinham

Browns Point Road

Chas Gill

SUBSURFACE WASTEWATER DISPOSAL PLAN

Scale 1" = 20' F



FILL REQUIREMENTS	
Depth of Fill (Uplope)	8-12"
Depth of Fill (Downslope)	16-26"

CONSTRUCTION ELEVATIONS	
Reference Elevation Is	0"
Bottom of Disposal Area	-50"
Top of Distribution Lines or Chambers	-39"

ELEVATION REFERENCE POINT LOCATION & DESCRIPTION
Nail, 12" above base of cherry tree

William H. Males
Site Evaluator or Professional Engineer's Signature

32
SE # / PE #

11/5/93
Date