



Town of Bowdoinham

13 School St • Bowdoinham, ME 04008

Phone 666-5531 • Fax 666-5532

www.bowdoinham.com

License File #

For Office Use Only

APPLICATION FOR MARIJUANA BUSINESS LICENSE

NEW RENEWAL

EXISTING FACILITY/CAREGIVER

Type of License Application

- Marijuana Cultivation Facility Marijuana Manufacturing Facility
- Marijuana Establishment Medical Marijuana Registered Caregiver
- Marijuana Store Caregiver Retail Store
- Marijuana Testing Facility Registered Dispensary

License Fee:

The license fee as outlined in the Bowdoinham Land Use Ordinance Article 11.D.g.(iii):

g) Select Board. License fees shall be as follows, plus any and all advertising costs:

(iii) Marijuana License & Application Fees –

(A) Initial Application fee of five hundred (\$500) dollars.

(B) Renewal application fee one hundred and fifty dollars (\$150)

(C) Annual Marijuana License – The license fee shall be as follows:

(1) Marijuana Store \$2,000

(2) Manufacturing Facility \$2,000

(3) Testing Facility \$2,000

(4) Cultivation Facility:

a. Cultivation Size: up to 500 SF of mature plant canopy \$500

b. Cultivation Size: 501-2000 SF of mature plant canopy \$2,000

c. Cultivation Size: 2001-7000 SF of mature plant canopy \$5,000

d. Cultivation Size: greater than 7,000 SF of mature plant canopy \$10,000

Business Information:

Name of Business: Mystique Operations

Name of Corporation /LLC (if different): _____

Business Mailing: 84 Marginal Way Ste 600, Portland, ME

Business Telephone: 1 207 253 0598

Owner's Name: Sean O'Brien, Carl Lefevre, Chris Lefevre, Cindy Wilson

Owner Mailing Address: 84 Marginal Way Ste 600, Portland, ME

Owner Telephone: 207-253-0598, 207-939-8299

Owner's Legal Residence: 159 Woodlands Drive, Falmouth, ME

Agent/Applicant Information:

Name: Chas Gill

Mailing: 50 Pork Point Road, Bham

Address: 50 Pork Point Road, Bham

Telephone: 207 841 3793

Contractor Agent - Certification: Farmer/Cultivator

Property Owner Information:

Name: Chas Gill

Mailing Address: 50 Pork Point Road, Boudonham

Telephone: 207 841-3793

Property Information:

Map/Lot Number: R10 L26

Property Address: 50 Pork Point Road

Water Service: Public Private Road Ownership: State Town Private

Property Entrance/Driveway: Existing New

Floodplain: No Yes Shoreland Zoning: No Yes District: _____

Land Use District: Residential/Agricultural Village I Village II

Applicant Questionnaire:

1. Has the applicant been denied an application for a marijuana business license by another jurisdiction?
 No Yes (if yes, provide an explanation on a separate sheet)

2. Has the applicant had a marijuana business license suspended or revoked by another jurisdiction?
 No Yes (if yes, provide an explanation on a separate sheet)

3. Is there currently a Medical Marijuana Business on the subject property that began operating before the enactment of the Maine Marijuana Legalization Act?
If yes, attach evidence that a Medical Business has commenced on the property prior December 13, 2018.
 No Yes

Project Description:

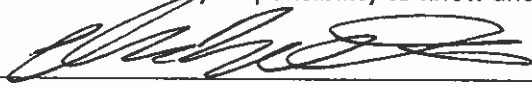
Submission Requirements (the following items are required):

- Site Plan Review Permit from the Planning Board.
- All applicable State licenses/registrations and permits.
- If State licenses/registrations and/or permits have been filed but not yet granted, then the applicant must provide a copy of said application(s).
- A scaled site plan showing (i) The shape, size and location of the lot to be built upon and structure(s) to be erected, altered or removed. (ii) Any structure(s) already on the lot. (iii) Depth of front yards of structure(s) and adjoining lots. *- See attached maps*
- Statement of intended use.
- Statement of how use meets performance standards.
- Documentation that the applicant has right, title or interest in the property.
- If the applicant's application is approved by the Select Board, their approval will be contingent upon their State approvals, a copy of which must be given to the Town Clerk before business can commence.
- The applicant shall submit seven (7) copies of the application and all supporting documentation.

Burden of proof. The applicant shall have the burden of proving that the proposed project, development or land use activity is in conformity with the purposes and provisions of this Ordinance and any applicable State laws and rules.

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 its 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;


Applicant Signature _____ Date 6/8/22

Charles F. Gill ##
Print Name _____

FOR OFFICE USE ONLY

Date Received: _____ Total Fees Paid: _____

Signed _____ Date _____

Submission Checklist:

- Site Plan Review Permit from the Planning Board.
- All applicable State licenses/registrations and permits.
- If State licenses/registrations and/or permits have been filed but not yet granted, then the applicant must provide a copy of said application(s).
- A scaled site plan showing (i) The shape, size and location of the lot to be built upon and structure(s) to be erected, altered or removed. (ii) Any structure(s) already on the lot. (iii) Depth of front yards of structure(s) and adjoining lots.
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- Statement of how use meets performance standards.
- Documentation that the applicant has right, title or interest in the property.
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Standards:

State Law References:

Title 22 M.R.S.A §558-C Maine Medical Use of Marijuana Act, Title 28-B M.R.S.A. Adult Use Marijuana

Local Reference: Bowdoinham Land Use

- a) The establishment shall have and implement an odor mitigation plan that is sufficient to eliminate the smell of marijuana so that it is not be detectable offsite, i.e., must not be detected at premises that are not under the custody or control of the establishment.
- b) Buffering or other measures may be required to address the establishment's impact on abutters and the public.
- c) All marijuana and marijuana products shall be in a secured facility that meets state requirements for the registered or licensed premises under Title 22, Chapter 558-C or Title 28-B, as applicable. Any outdoor area approved for marijuana cultivation under this ordinance must be enclosed and equipped with locks or other security devices that permit access only by a person authorized to have access to the area. The municipality shall keep confidential any security plans that are submitted as part of the application process.
- d) The establishment may not be located within 500ft of a school
- e) The signage for the establishment may not contain any graphics of marijuana or marijuana accessories.
- f) No drive up/through service shall be allowed.

June 8,2022

Bowdoinham Select Board

RE: Renewal application for Mystique Operations, 50 Pork Point Road, Bowdoinham operated by Chas Gill.

Statement of intended use: Similar to last year we will will growing Adult Use cannabis in an outdoor fenced facility. Plants will be grown on raised beds and harvested in the fall. No supplemental lighting will be utilized.

Statement of how use meets the performance standards: As per the approval of last year in a letter from the Select Board the following was stated.

1) The proposed Marijuana business meets the performance standards set forth in the Land Use Ordinance.

"Finding: The performance standards for this project were reviewed as part of the Planning Board's Site Plan Review application process which received its Site Plan Review from the planning Board on March 24,2021."

2) The proposed marijuana business meets the conditions of approval set forth in their Site Plan Review Permit.

Sincerely

Chas Gill



Town of Bowdoinham

13 School St • Bowdoinham, ME 04008

Phone 666-5531 • Fax 666-5532

www.bowdoinham.com

March 25, 2021

Mystique Operations, LLC
Charles Gill
50 Pork Point Road
Bowdoinham, ME 04008

Site Plan Review Approval
50 Pork Point Road (Map R10, Lot 028)

Dear Mr. Gill,

We, the Planning Board have reviewed your Site Plan Review, Tier II application to develop 20,000 Sq/Ft and 7,000Sq/Ft outdoor adult-use marijuana cultivation. Based on the information you provided, we have made the following Findings and Conclusions:

- 1) **Vehicular Access** The proposed site layout will provide for safe access to and egress from public and private roads.

Finding: The applicant is planning to utilize the existing private driveway and is adequately sized for the proposed development.

Conclusion: This standard has been adequately met.

- 2) **Internal Vehicular Circulation** – The proposed site layout will provide for the safe movement of passenger, service, and emergency vehicles through the site.

Finding: The proposed layout provides for safe movement of limited employees, service, and emergency vehicles through the site.

Conclusion: This standard has been adequately met.

- 3) **Pedestrian Circulation** – The proposed site layout will provide for safe pedestrian circulation both on-site and off-site.

Finding: The existing site and location of the development provides safe pedestrian circulation.

Conclusion: This standard has been adequately met.

- 4) **Municipal Services** – The development will not have an unreasonable adverse impact on municipal services, including municipal road systems, fire department, solid waste program, schools, open spaces, recreational programs and facilities, and other municipal services and facilities.

Finding: No concerns have been expressed by municipal officials.

Conclusion: This standard has been adequately met.

- 5) **Visual Impact** – The proposed development will not have an adverse effect on the scenic or natural beauty of the area, including water views and scenic views.

Finding: The proposed development is located within a larger parcel and bounded on all sides by wooded areas and not in view of public roads or abutting properties. The property is not located within a designated scenic view or water view.

Conclusion: This standard has been adequately met.

- 6) **Lighting** – All exterior lighting will be designed to avoid undue glare, adverse impact on neighboring properties and rights-of-ways, and the unnecessary lighting of the night sky.

Finding: The applicant has provided a lighting plan and lights to be located at an egress point of the cultivation. The proposed light has been designed to not cause any light pollution or effect on abutters.

Conclusion: This standard has been adequately met.

- 7) **Signage** – The proposed signage will not detract from the design of the proposed development and the surrounding properties and will not constitute hazards to vehicles and pedestrians.

Finding: No signage is proposed.

Conclusion: This standard has been adequately met.

- 8) **Buildings** – The proposed structures will relate harmoniously to the terrain and to existing buildings in the vicinity, so as to have a minimally adverse effect on the environmental and aesthetic qualities of the neighboring areas.

Finding: The proposed storage containers are temporary in nature and isolated in the middle of the property and meet the performance standard.

Conclusion: This standard has been adequately met.

- 9) **Landscaping** – The proposed development will provide adequate landscaping in order to define, soften, and/or screen the appearance of parking and developed areas as well as to enhance the physical design of the buildings and the overall development.

Finding: The applicant has not proposed any new landscaping. The proposed development is located in the middle of an existing developed parcel and no landscaping is required.

Conclusion: This standard has been adequately met.

- 10) **Buffering** – The proposed development will provide for the buffering of adjacent uses where there is a transition from one type of use to another use and for the screening of mechanical equipment and service and storage areas.

Finding: The applicant is not proposing any additional buffering. No additional buffering is required due to the location of the proposed development. The existing wooded buffer is adequate to meet the standard.

Conclusion: This standard has been adequately met.

- 11) **Utilities** – The proposed development will not impose an unreasonable burden on existing utilities.

Finding: The applicant has proposed provide adequate new utilities for the security and light for the proposed growing area.

Conclusion: This standard has been adequately met.

- 12) **Water Supply** – The proposed development will be provided with an adequate supply of water.

Finding: The proposed development will not create any undue burden on any public water system as it is not located or connected to Public Water.

Conclusion: This standard has been adequately met.

- 13) Sewage Disposal – The proposed development will be provided with adequate sewage waste disposal.

Finding: The applicant is proposing to use the existing residential system will be used by limited employees.

Conclusion: This standard has been adequately met.

- 14) Fire Protection – The proposed development will have adequate fire protection.

Finding: There were no concerns expressed from the Bowdoinham Fire Chief.

Conclusion: This standard has been adequately met.

- 15) Capacity of Applicant – The applicant meets the following criteria:

- a) Right, Title and Interest in Property – The applicant has the right, title and interest in the property.

Finding: The applicant provided a lease between the property owner and operator

Conclusion: This standard has been adequately met.

- b) Financial Capacity – The applicant has the financial capacity to complete the proposed development.

Finding: The operator has provided adequate documentation to prove their financial capacity to complete the project.

Conclusion: This standard has been adequately met.

- c) Technical Ability – The applicant has the technical ability to carry out the proposed development.

Finding: The applicant has provided evidence that they have the technical ability carry out the proposed development.

Conclusion: This standard has been adequately met.

- 16) Special Resources –

- a) Shoreland – The proposed development will be in compliance with the Town's Shoreland Zoning Ordinance.

Finding: The proposed development is the cultivation of marijuana within an existing agricultural field that has history of farming and is not within the Shoreland Zone.

Conclusion: This standard has been adequately met.

- b) Floodplain – The proposed development will be in compliance with the Town's Floodplain Management Ordinance.

Finding: The proposed development is the cultivation of marijuana within an existing agricultural field that has history of farming and is not within the Floodplain.

Conclusion: This standard has been adequately met.

- c) Wetlands & Waterbodies – The proposed development will not have an adverse impact on wetlands and/or waterbodies, to the extent that is practicable.

Finding: The proposed development is the cultivation of marijuana within an existing agricultural field that has history of farming and is not located near wetlands or waterbodies.

Conclusion: This standard has been adequately met.

- d) Historic & Archaeological – The proposed development will not have an adverse effect on historic and/or archaeological sites.

Finding: The proposed development is the cultivation of marijuana within an existing agricultural field that has history of farming and no historic or archaeological sites have been located.

Conclusion: This standard has been adequately met.

- e) Groundwater – The proposed development will not adversely impact either the quality or quantity of groundwater available to abutting properties or to public water supply systems.

Finding: The project does not propose any new disposal system and will not affect the quality or quantity of groundwater.

Conclusion: This standard has been adequately met.

- f) Wildlife Habitat – The proposed development will not have an undue adverse effect on wildlife habitat.

Finding: The proposed development is the cultivation of marijuana within an existing agricultural field that has history of farming and will not have an adverse effect on wildlife or habitat.

Conclusion: This standard has been adequately met.

- g) Natural Areas – The proposed development will not have an undue adverse effect on rare and irreplaceable natural areas.

Finding: The proposed development is the cultivation of marijuana within an existing agricultural field that has history of farming and will not have an undue adverse effect on natural areas as outlined in the Comprehensive Plan or Maine Natural Areas Program.

Conclusion: This standard has been adequately met.

- 17) Environmental Impact – The landscape will be preserved in its natural state to the extent that is practical by minimizing tree removal, disturbance of soil and retaining existing vegetation.

Finding: The proposed development is the cultivation of marijuana within an existing agricultural field that has history of farming and no additional filling or grading is proposed..

Conclusion: This standard has been adequately met.

- a) Solid Waste Management – The proposed development will provide for adequate disposal of solid wastes.

Finding: The applicant is proposing to use a dumpster on site as well as tilling and composting plant matter back into the soil.

Conclusion: This standard ^{has been} ~~shall be~~ adequately ^{DC} met.

- b) **Hazardous, Special & Radioactive Materials** – The proposed development will handle, store, and use all materials identified as hazardous, special or radioactive in accordance with the standards of Federal and State agencies.

Finding: No materials identified as hazardous, special or radioactive are proposed to be used as part of the development.

Conclusion: This standard has been adequately met.

- c) **Air Quality** – The proposed development will not result in undue air pollution or odors.

Finding: The proposed development will meet all federal and state standards and will not produce undue air pollution or odors.

Conclusion: This standard has been adequately met.

- d) **Water Quality** – The proposed development will not result in water pollution.

Finding: The proposed development is occurring on agricultural fields and following agricultural guidelines will not have any impact on water quality.

Conclusion: This standard has been adequately met.

- e) **Stormwater** – The proposed development will provide for the collection and disposal of all stormwater that runs off proposed streets, parking areas, roofs, and other impervious surfaces, which must not have an adverse impact on abutting or downstream properties.

Finding: The proposed development will not result in water runoff to impact abutting or downstream properties as it is an outdoor cultivation on existing agricultural fields and follows agricultural practices.

Conclusion: This standard has been adequately met.

- f) **Sedimentation & Erosion Control** – The proposed development will take adequate measures to prevent soil erosion and the sedimentation of watercourses and waterbodies.

Finding: Due to the absences and limited development of impervious areas as part of the project that this standard has been adequately met.

Conclusion: This standard has been adequately met.

- 18) **Noise** The proposed development will control noise levels so that it will not create a nuisance for neighboring properties.

Finding: The proposed development is located within a larger parcel of land and has limited employees and restricted to da time operations that this standard has been adequately met.

Conclusion: This standard has been adequately met.

- 19) **Compliance with Ordinances** – The proposed development conforms with the provisions of this Land Use Ordinance and other ordinances and regulations of the Town of Bowdoinham.

Finding: The proposed development is in compliance with the Land Use Ordinance and other ordinances and regulations of the Town of Bowdoinham.

Conclusion: This standard has been adequately met.

20) Town Plans & Vision Statements – The proposed development is consistent with the intent of the Town's Plans, including but not limited to the Comprehensive Plan, Waterfront Plan, and Transportation Vision Statement.

Finding: *The proposed development is in compliance with the Town's Plans and Vision Statements.*

Conclusion: **This standard has been adequately met.**

Based on the above findings and conclusions, we the Planning Board voted to approve your Site Plan Review application with following Conditions of Approval:

1. The applicant shall reimburse the Town for all noticing fees.
2. The development shall comply with the Sedimentation & Erosion Control Performance Standard of the Town's Land Use Ordinance.
3. Obtain any and all Local and State Licenses as outlined the Land Use Ordinance and State Statute.
4. The applicant shall maintain security plan and submit to the town for confidential review that conforms with Title 22, Chapter 558C or Title 28-B, as applicable

Please contact us if you should have any questions regarding your approval.

Sincerely,

Bowdoinham Planning Board

Ally C. Cohen 5/12/21

Reed H. Jace 5/12/21

[Signature] 5/18/21

[Signature] 5/19/21

[Signature] 5/20/21

[Signature] 5/21/21



Town of Bowdoinham

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Phone 666-5531 • Fax 666-5532

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June 8, 2021

Mystique of Maine, LLC
Charles Gill
50 Pork Point Road
Bowdoinham, ME 04008

Marijuana Cultivation Facility Business License Approval 50 Pork Point Road (Map R10, Lot 028)

Dear Mr. Gill,

We, the Select Board have reviewed your Marijuana Cultivation Facility Business License application outdoor adult-use marijuana cultivation at 50 Pork Point Road (R10-028). Based on the information you provided, we have made the following Findings:

- 1) The proposed marijuana business meets the performance standards set forth in the Land Use Ordinance.

Finding: The performance standards for this proposed project were reviewed as part of the Planning Board's Site Plan Review application process which received its Site Plan Review permit from the Planning Board on March 25, 2021.

- 2) The proposed marijuana business meets the conditions of approval set forth in their Site Plan Review Permit.

Finding: This application is for a new business and proposed cultivation facility has not begun operation. The proposed cultivation facility shall meet the conditions of its Site Plan Review Permit.

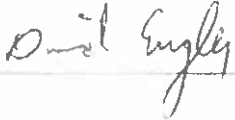
Based on the above findings, we the Select Board voted to approve your Marijuana Cultivation Facility Business License application with following Conditions of Approval:

1. The applicant shall reimburse the Town for all noticing fees.
2. The applicant shall obtain the necessary State Licenses and approvals prior to operation.
3. The applicant shall comply with their Site Plan Review Permit from the Planning Board, dated March 25, 2021.

This approval is valid for one year from the date of approval. Please contact us if you should have any questions regarding your approval.

Sincerely,

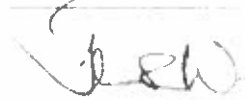
Bowdoinham Select Board











PEED

←Back

THAT I, HARRY E. PROUT, of Washington, County of Sagadahoc, and Anne 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 Melville Street, Portland, Maine 04103, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, 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, and the heirs and assigns of the survivor of them, forever, a certain lot or parcel of land situated in the Town of Scarborough, County of Sagadahoc, and State of Maine, bounded as described as follows:

Deposited on the west by the Annapassesset River of the Town of York of Parish Parish and Village (On the East by the said mainline from the location to the front of the North by 1000 of Highway 100, and the same line, measuring fifty three feet or less.

Accepting from the above-described premises that land conveyed by the Grantor herein to him in 1911, at the end of said, dated February 1, 1911 and recorded in Sagadahoc County Registry of Deeds in Book 112, Page 211, further accepting that portion conveyed by the Grantor herein to David Prout as all recorded in Sagadahoc County Registry of Deeds in Book 104, Page 143 and also accepting that portion conveyed by the Grantor herein to David Prout, et al dated October 14, 1918 and recorded in Sagadahoc County Registry of Deeds in Book 104, Page 114.

Reference is made to a standard boundary survey of land of Harry E. Prout dated November 14, 1928 (revised March 15, 1929) and recorded in Sagadahoc County Registry of Deeds in Book 104, Page 14. Reference may also be had to a judgment of the Superior Court for Sagadahoc County, dated December 20, 1963 and recorded in Book 107, Page 111.

TO HAVE AND TO HOLD the above-mentioned and bargained premises with all the appurtenances and advantages thereunto 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 heirs and assigns forever.

AND I do COVENANT with the said Grantees, their heirs and assigns, that I as fully as in law 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

←Back

STATE OF MAINE

I, NARRY E. PRUIT, of the County of SUMNER, State of MAINE, do hereby certify that the above named NARRY E. PRUIT is the owner of the above described premises, and that he has duly paid the taxes thereon, and that he is the owner of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 17th day of JULY, 1945.

NARRY E. PRUIT
Notary Public for the State of Maine

STATE OF MAINE
Sumner, ss.

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

Before me,
[Signature]
Notary Public Attorney at Law

RECEIVED
JUL 17 AM 5 45
1945
Notary Public

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

Drummond

ATTORNEYS AT LAW

The information transmitted herein is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Unintended transmission shall not constitute waiver of any privilege, including, without limitation, the attorney-client privilege if applicable. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the e-mail and any attachments from any computer.

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF MARIJUANA POLICY
MAINE ADULT USE MARIJUANA PROGRAM

This certifies that

MYSTIQUE OPERATIONS LLC

50 PORK POINT RD
BOWDOINHAM ME

License Number ACD643

Has qualified as required under 28-B M.R.S. and is licensed as:

ADULT USE MARIJUANA CULTIVATION FACILITY, TIER 4

Issued on:
July 23, 2021

Expires on:
July 22, 2022

Eric Gaudreau, Director
OFFICE OF MARIJUANA POLICY
MAINE ADULT USE MARIJUANA PROGRAM

2021-07-23 10:53:00 AM License issued for MYSTIQUE OPERATIONS LLC
Lic. #



CANELL MILLS
MAINE

STATE OF MAINE
OFFICE OF MARIJUANA POLICY
162 STATE HOUSE STATION
19 UNION STREET
FIRST FLOOR
AUGUSTA, MAINE 04333-0162

MAINE ADULT USE MARIJUANA PROGRAM
KIPSHINEE HILL
1000 STATE ST
AUGUSTA, ME 04333
ERIK D. NELSON
2021-07-23

July 23, 2021

MYSTIQUE OPERATIONS LLC
ACD643

MAINE ADULT USE MARIJUANA PROGRAM



OFFICE OF MARIJUANA POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

OFFICIAL PLAN OF RECORD SECURITY PLAN

CULTIVATION, PRODUCTS MANUFACTURING, MARIJUANA TESTING and MARIJUANA STORES

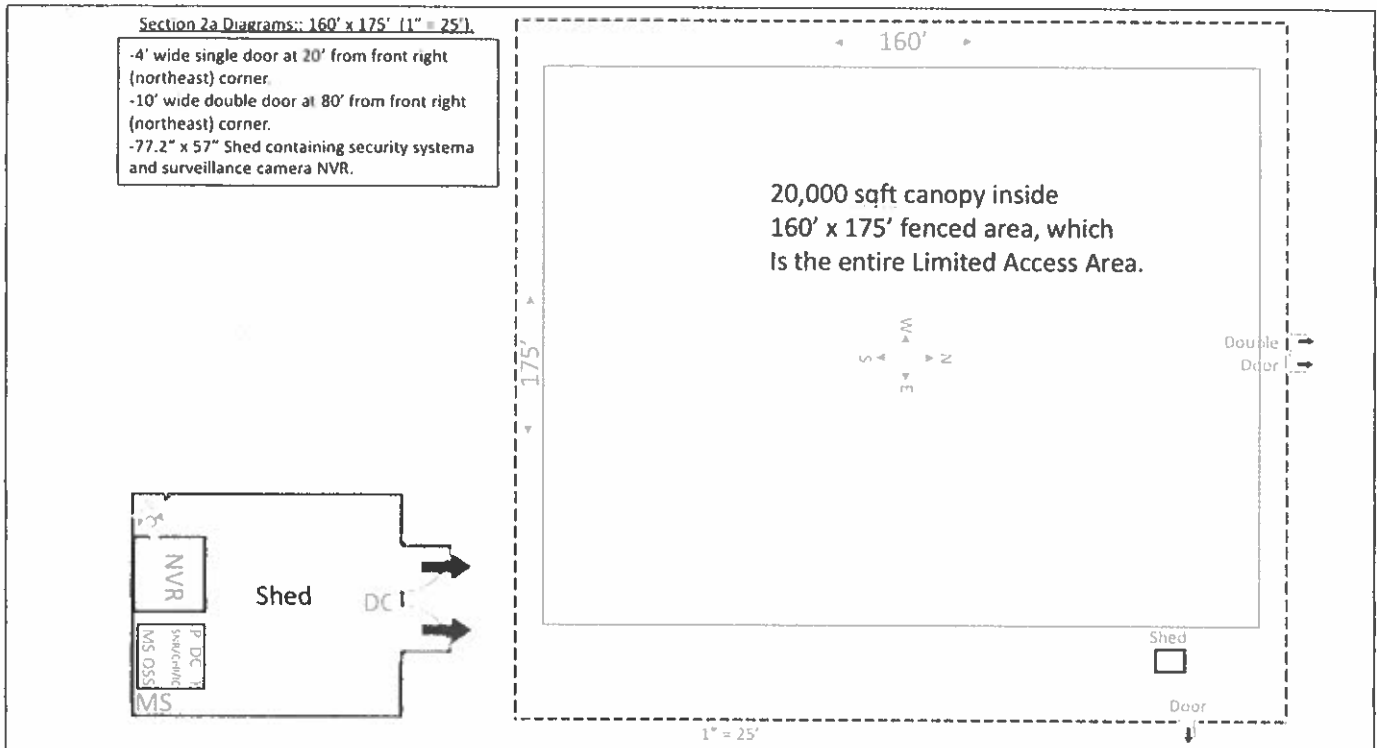
Pursuant the Adult Use Marijuana Program Rule, the Department shall keep on file a copy of all facility plans, security plans, operating plans and cultivation plans, as well as copies of certifications of testing facilities. The most recent plan, whether submitted with the application for a marijuana establishment license, or by the subsequent approval of an application to change, shall be the Plan of Record with which the licensee must comply.

The Security Plan is an official Plan of Record. This document and use of this template are required. The Office of Marijuana Policy (OMP) understands that an applicant or licensee may have prepared other security documents. Although the applicant or licensee may submit additional security documents for reference, this Security Plan is designed to be a succinct, standalone document.

Although a revised Security Plan must be submitted within 14 days any time a material change is made to security measures, applicants/licensees are encouraged to utilize the Application for Changes to a Plan of Record when submitting a revised Security Plan to the Department prior to making material changes as the Department may determine that the revised Security Plan fails to meet minimum requirements. Material changes include, but are not limited to, the addition or removal of sensors or cameras, changing of monitoring companies, additions of points of entry and changes to lighting.

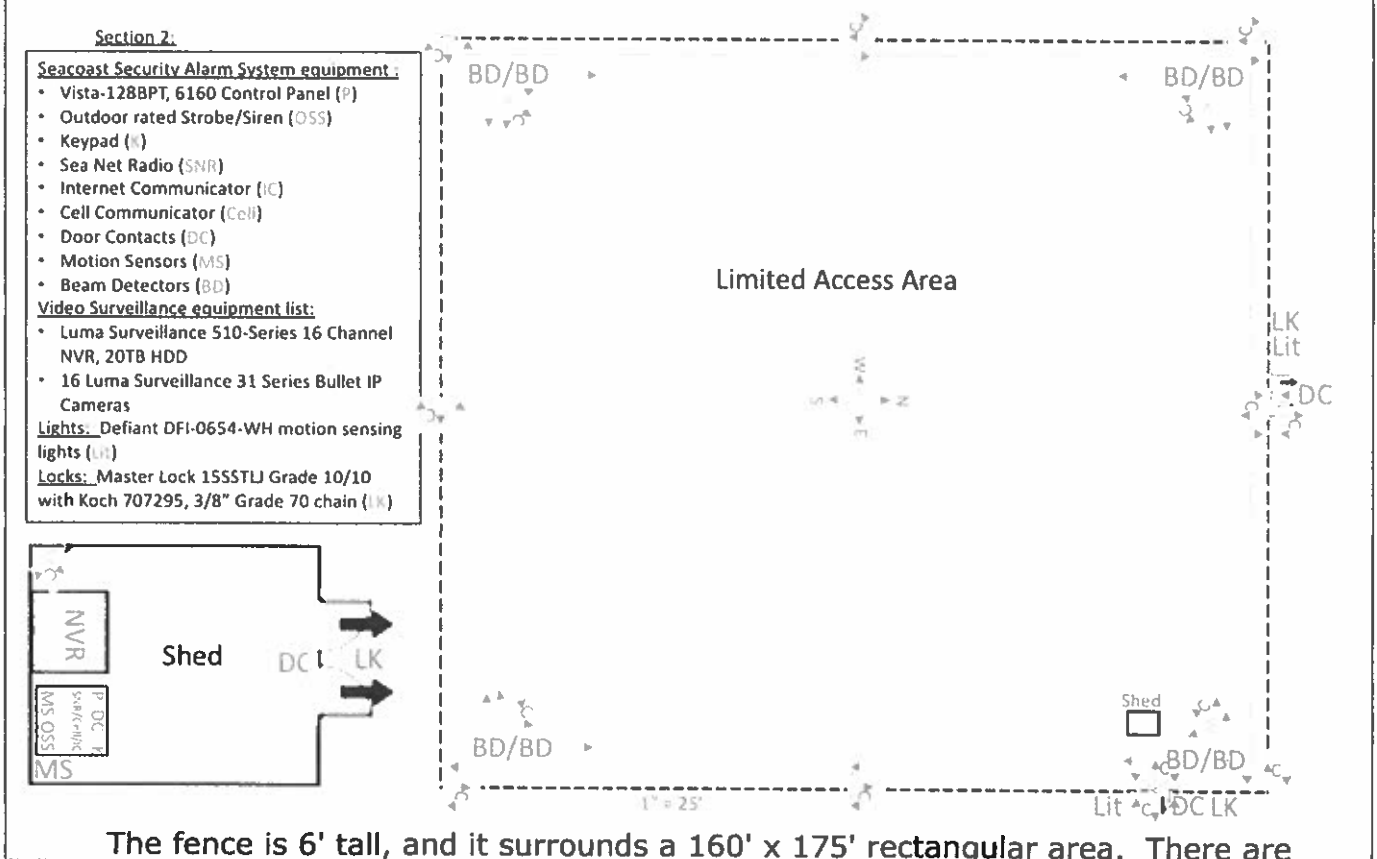
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|--|--|---|--------------------|
| SECTION 1: Maine Adult Use Marijuana Establishment – Applicant/Licensee Information | | | |
| Legal Business Name Mystique Operations LLC | | Maine Adult Use Marijuana Establishment License Number ACD643 | |
| Trade Name/DBA (if applicable) | | Federal Taxpayer ID/EIN 83-1145710 | |
| Point of Contact Name Sean O'Brien | Point of Contact Phone Number 207-939-8299 | Point of Contact Email Address Sean@MystiqueOfMaine.com | |
| Physical Address of Facility 50 Pork Point Road | | City Bowdoinham | State ME |
| ZIP 04008 | | | |
| SECTION 2: Security Measures | | | |
| All marijuana establishments must enact security measures to prevent the diversion of marijuana or marijuana products that are being cultivated, manufactured, tested, packaged, stored, displayed or transported. Provide sufficient detail so that the Department may determine whether the following requirements are met. | | | |
| SECTION 2(a): Diagram(s) | | | |
| For clarity, the use of numbering, labeling, and/or a diagram legend or key should be used to incorporate the information requested below. | | | |
| 1. Provide a diagram of the layout of the facility, including all limited access areas, display areas, commercial kitchen areas, and points of entry, if applicable. Include legal ingress onto the property from the closest maintained public way, as well as the square footage of the establishment and of the separate areas listed above. Limited access area means a building, room or other area within the licensed premises of a marijuana establishment where a licensee is authorized to cultivate, store, weigh, manufacture, package or otherwise prepare for sale adult use marijuana and adult use marijuana products. * | | | |

See attached diagrams for more detail



This is a 20,000 sqft outdoor grow surrounded by a 160' x 175' fence. The entire area inside the fence is a Limited Access Area.

- Provide a diagram of the layout of the facility, including windows and doors (designating those which are lockable), alarm control panels, alarm sensors, video surveillance storage devices, video cameras, communication devices (internet/telephone), fences, and any other additional security measures. *



double locked doors midway down the north fence wall, and there is a single 4' wide locked door in the fence 20 feet south of the northeast corner. The alarm control panel and video surveillance NVR (storage device) are stored inside the locked shed. There is a door sensor at each door and on the shed door. There are 4 beam detectors (1 along each each fence wall) located 3' inside the fence. There is a motion sensor and a camera inside the shed. There are 15 more cameras all around the fence, which record inside and outside the fenced area. There are 2 cameras (1 facing in and 1 facing out) at each door. There are 4 cameras (1 at each corner) recording all activity inside the grow area.

* To the extent the information requested to be included in this diagram and in any section below can be incorporated into one master diagram, the applicant/licensee may do so with the goal of providing the clearest information for the Department.

SECTION 2(b): Lights

1. Do gates and/or perimeter entry points have lighting sufficient for observers to see, and cameras to record, any activity within 10 feet of the gate or entry?
 Yes No
2. Describe perimeter lighting at any point of entry or exit, whether it is a gate or access from a building.

There are motion sensing lights at both doors.

3. List equipment and provide rating for all lights as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).

2 Defiant model DFI-0654-WH 1000 Lumens 180° White Solar Powered Motion Activated Outdoor Integrated LED Flood Lights. 1 at each door.

SECTION 2(c): Doors and Windows

1. Do all perimeter entry doors and all doors separating limited access areas from areas open to visitors and customers have commercial grade locks, appropriate for facilities requiring high levels of physical security?
 Yes No
2. Are all external entrances to indoor facilities on the licensed premises lockable?
 Yes No
3. List equipment and describe commercial grade locks on all perimeter and limited access doors as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).

The doors are locked with Master Lock No. 15SSTLJ Stainless Steel Padlocks, which are level 10 (out of 10) locks and Koch model 707295, 3/8 inch Grade 70 chains.

4. Are all perimeter windows in good condition and lockable?
 Yes No
5. List equipment and describe locks on each perimeter window as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).

The facility has no windows.

SECTION 2(d): Alarm System

1. Do you have an alarm system(s) monitored by a licensed security company capable of contacting the licensee and, if necessary, law enforcement?
 Yes No
2. Does the system include an audible alarm, which is capable of being disabled remotely by the security company?
 Yes No
3. List equipment and describe the alarm system.

- **Vista-128BPT, 6160 Control Panel (P)**
- **Outdoor rated Strobe/Siren (OSS)**
- **Keypad (K)**
- **Sea Net Radio (SNR)**
- **Internet Communicator (IC)**
- **Cell Communicator (Cell)**
- **Door Contacts (DC)**
- **Motion Sensors (MS)**
- **Beam Detectors (BD)**

4. Provide the name of the licensed security company, a specific point of contact, and that person's contact information.
Seacoast Security, David Busch, (207) 756-0515.

5. Do you have monitored sensors on all perimeter entry points and perimeter windows?
 Yes No

6. List equipment and describe monitored sensors on all perimeter entry points and perimeter windows as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).

- **Vista-128BPT, 6160 Control Panel (P)**
- **Outdoor rated Strobe/Siren (OSS)**
- **Keypad (K)**
- **Sea Net Radio (SNR)**
- **Internet Communicator (IC)**
- **Cell Communicator (Cell)**
- **Door Contacts (DC)**
- **Motion Sensors (MS)**
- **Beam Detectors (BD)**

SECTION 2(e): Video Surveillance

1. Do you have a video surveillance system that meets the following minimum requirements? Check all that apply.

- Minimum resolution of 720p
- Internet protocol capability
- Continuous recording, 24 hours per day, at a minimum of 15 frames per second
- Clear and accurate display of the time and date on all recorded images
- Ability to copy and provide video surveillance recordings to the Department or law enforcement upon request

2. List equipment and describe, in detail, the video surveillance system, including the number and location of all permanently fixed cameras as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).

- **Luma Surveillance 510-Series 16 Channel NVR, 20TB HDD**
- **16 Luma Surveillance 31 Series Bullet IP Cameras**

3. Check each box below to confirm the following requirements are met and reflected in the diagram(s) and corresponding description(s) above.

- Cameras must be permanently fixed inside each entry/exit point (perimeter and limited access area) to allow identification of persons entering the premises and limited access areas.
- Cameras must be permanently fixed outside each entry/exit point (perimeter and limited access area) to allow identification of persons exiting the premises and limited access areas.
- A sufficient number of cameras must be permanently fixed to allow the viewing, in its entirety, of any area where marijuana, marijuana plants, immature marijuana plants, seedlings, seeds, marijuana concentrate or marijuana products are cultivated, manufactured, stored or prepared for transfer or sale or where samples for mandatory testing are collected, and prepared and sealed for transport to a marijuana testing facility.
- A sufficient number of cameras must be permanently fixed to allow the viewing, in its entirety, of any area where marijuana waste is stored before being made unusable, or where marijuana waste is made unusable.
- A camera must be permanently fixed at each point of sale to monitor the identity of the purchaser and ensure facial identity.

4. The video surveillance storage device must be secured. Indicate below which of the following approved methods will be used to meet this requirement.

- On premise
 - Lockbox
 - Cabinet
 - Closet
 - Secured in another manner to protect from employee tampering or theft
- Off premise, third-party server

5. If the video surveillance storage device is secured on premise, list equipment and describe the manner in which it is secured. *Must be reflected in diagram(s).
The NVR is stored inside a Strong® Wall Mount Rack System - 6U locked, metal cabinet.

6. If the video surveillance storage device is secured off premise with a third-party server, provide the name of the third-party server, a specific point of contact, and that person's contact information.
N/A

7. Describe the video surveillance records retention policy, including the minimum number of days video surveillance records are maintained on the licensee's recording device.
Video surveillance records are stored for a minimum of 45 days.

8. Describe how the applicant/licensee shall maintain a list of all persons with access to the video surveillance recordings and procedures for controlling access to the recordings.
Only the owners (Sean O'Brien, Chris LeFevre, & CJ LeFevre) will have access to the recordings.

SECTION 2(f): Fencing and Lighting Requirements for Cultivation Facilities.

This section applies to cultivation facilities that cultivate seedlings, immature plants, or mature plants in outdoor areas or in greenhouses or other structures that do not meet all security requirements for buildings.

1. Are all fencing and gates secure, at least 6 feet high and obscure, or have a cover that obscures, the Limited Access Area from being readily viewed from outside of the fenced in area.
 Yes No
2. List equipment and describe secure fencing and all gates, including height and material used to obscure the Limited Access Area from being readily viewed from outside of the fenced in area as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).
A 6' tall chain-link fence with obscuring material surrounds the 160' x 175' limited access area. There is a lockable double door and a single 4' wide door.
3. Is there sufficient lighting to illuminate a perimeter of at least 10 feet around any point of entry, either it is a gate or access from the building?
 Yes No
4. List equipment and describe all lighting as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).

2 Defiant model DFI-0654-WH 1000 Lumens 180° White Solar Powered Motion Activated Outdoor Integrated LED Flood Lights. 1 at each door.

5. Are there a sufficient number of cameras permanently fixed to allow recording of all areas outside of the premises within 10 feet of the exterior fence and gates of a cultivation facility with outdoor growing.
 Yes No
6. List equipment and describe all video cameras as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).
 - **Luma Surveillance 510-Series 16 Channel NVR, 20TB HDD**
 - **16 Luma Surveillance 31 Series Bullet IP Cameras**

SECTION 3: Controlling Access to the Marijuana Establishment

SECTION 3(a): Controlling Public Access

1. Are all entry points designed so that no person under 21 years of age is allowed entry to the licensed premise?
 Yes No
2. Describe all of entry points designated as the place where the licensee or licensee's employee will verify the age and identity of all persons entering the premises as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).
Non-employees will have their ID's checked outside the northeast entrance to the cultivation facility.
3. For nursery cultivation facilities and marijuana stores only, describe a designated entry point at which a licensee or licensee's employee will check for a valid government issued form of identification prior to allowing access to areas of the premises designated for retail sales.
N/A
4. Describe all entry points designated as a place where the licensee or licensee's employees will receive mail or other deliveries as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).
Mail/deliveries will be received at the house or barn, which are located outside and before the cultivation facility at the entrance to the property.
5. Describe how applicant/licensee will ensure that all licensees, employees, and security guards maintain compliance with all laws and regulations related to firearms and other weapons in and around the marijuana establishment.
No firearms will be permitted in or around the cultivation area unless carried by a law enforcement officer.

SECTION 3(b): Controlling Employee Access

1. Describe all entry points designated as employee entrances, including the manner in which employees gain access to the marijuana establishment (e.g. badge scanner or key locked doors), as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).
The fence has 2 key locked doors (KLD) through which employees may enter the fenced area.
2. Describe any additional security measures aimed to prevent employee theft.
Additional measures aimed at preventing employee theft include 24/7 video surveillance of all areas and product tracking & tracing.

SECTION 4: Controlling Access to Limited Access Areas

SECTION 4(a): General Requirements

1. Do you have the following security measures in place for all limited access areas? Check all that apply.
 - Identification checks
 - Locked doors
 - Video surveillance
 - Required signage
2. Describe how the applicant/licensee will utilize the security measures listed above to control access to all limited access area as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).

Access to "Limited Access Areas" will be limited to authorized employees and employee-accompanied & authorized contractors/inspectors.

Limited Access Area/Employee Only signs will be posted at the entrances to the limited access area.

ID & Age checks will be performed in the designated area for all non-employees. Those permitted to enter limited access area will be required to wear clearly-displayed "Visitor" badges on lanyards while in the facility.

24/7/365 video surveillance will record all activity in the limited access areas.

SECTION 4(b): Controlling Contractor and Other Licensee Access

1. Are security measures in place to control access to limited access areas by contractors 21 years of age or older (including, but not limited to, electricians, plumbers, engineers or alarm technicians) who will not handle marijuana plants, marijuana or marijuana products?
 Yes No
2. Are security measures in place to control access to limited access areas by sample collector and marijuana testing facility licensees or licensee's employees displaying valid individual identification cards?
 Yes No
3. Describe all designated areas where contractors and other licensees will be required to provide proof of identification, sign a visitor entry log, receive a visitor identification badge and be monitored at all times by establishment staff as depicted and numbered/labeled in the diagram(s).
*Must be reflected in diagram(s).

Contractors and other licensees will be required to provide proof of identification, sign a visitor log, and receive a visitor ID badge outside the north entrance to the manufacturing facility.

SECTION 4(c): Controlling Employee Access

1. Describe how the applicant/licensee will ensure all owners, managers, and employees display valid individual identification cards at all times.
All owners, managers, and employees will be required to display Individual ID Cards at all times.

SECTION 4(d): Additional Security Measures for Nursery Cultivation and Marijuana Retail Stores Only.

1. Are display cases lockable and secure to prevent the public from handling marijuana plants, marijuana or marijuana products without direct supervision of a licensee or employee?
 Yes No
2. Are counters of sufficient height to prevent the public from handling marijuana plants, marijuana or marijuana products without direct supervision of a licensee or employee?
 Yes No
3. Describe all security measures taken to ensure compliance with the above requirements.
N/A

SECTION 5: Controlling Access When Co-Locating

1. For licensees co-locating establishments with another Maine Adult Use Marijuana Program licensee or Maine Medical Use of Marijuana Program registrant, provide a diagram of the layout of the facility, including clear delineation of separate licensed or registered premises and shared space, if any. *

N/A

*** To the extent the information requested to be included in this diagram and in any section below can be incorporated into one master diagram, the applicant/licensee may do so with the goal of providing the clearest information for the Department.**

2. For licensees co-locating establishments with another Maine Adult Use Marijuana Program licensee or Maine Medical Use of Marijuana Program registrant, describe how applicant/licensee will control access to the licensed premises and limited access areas as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s). Also describe the activities that will take place in shared space, if any.

N/A

SECTION 6: Reports of Non-Compliant Conduct

1. Describe how the licensee will ensure any incident of non-compliance with the marijuana establishment licensee's authorized conduct will be reported in writing to the Department within 24 hours.
Any incident of non-compliance will be reported in writing to compliance.omp@maine.gov within 24 hours.

SECTION 7: Notice


The Department shall keep on file a copy of all facility plans, security plans, operating plans and cultivation plans, as well as copies of certifications of testing facilities. The most recent plan, whether submitted with the application for a marijuana establishment license, or by the subsequent approval of an application to change, shall be the Plan of Record with which the licensee must comply. OMP's Compliance Division will have access to all plans and will review all plans prior to an inspection or investigation. Failure to comply with the Plan of Record may lead to enforcement action.

Although a revised Security Plan must be submitted within 14 days any time a material change is made to security measures, applicants/licensees are encouraged to utilize the Application for Changes to a Plan of Record when submitting a revised Security Plan to the Department prior to making material changes as the Department may determine that the revised Security Plan fails to meet minimum requirements. Material changes include, but are not limited to, the addition or removal of sensors or cameras, changing of monitoring companies, additions of points of entry and changes to lighting.

Signature – This Plan of Record cannot be accepted without a signature

Any information contained within this Plan of Record or otherwise found, obtained, or maintained by the Department, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Authorizing Business Representative's Signature:



Date:

7/11/2021

Printed Name:

Sean B. O'Brien

Email Address:

Sean@MystiqueOfMaine.com

Phone Number:

207-939-8299

7/13/2021

50 Pork Point Rd - Google Maps

Google Maps 50 Pork Point Rd

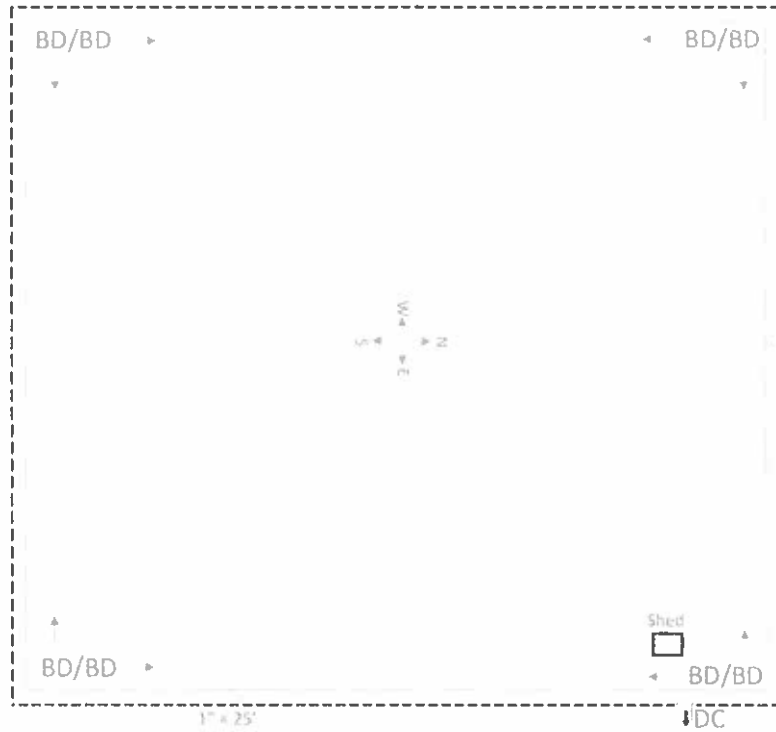
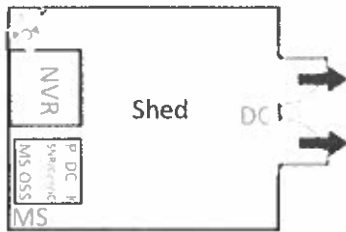


Imagery ©2021 Maine Geolibary, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency. Map data ©2021 200 ft

Section 2d Alarm System:

Seacoast Security Alarm System equipment:

- Vista-1288PPT, 6160 Control Panel (P)
- Outdoor rated Strobe/Siren (OSS)
- Keypad (K)
- Sea Net Radio (SNR)
- Internet Communicator (IC)
- Cell Communicator (Cell)
- Door Contacts (DC)
- Motion Sensors (MS)
- Beam Detectors (BD)



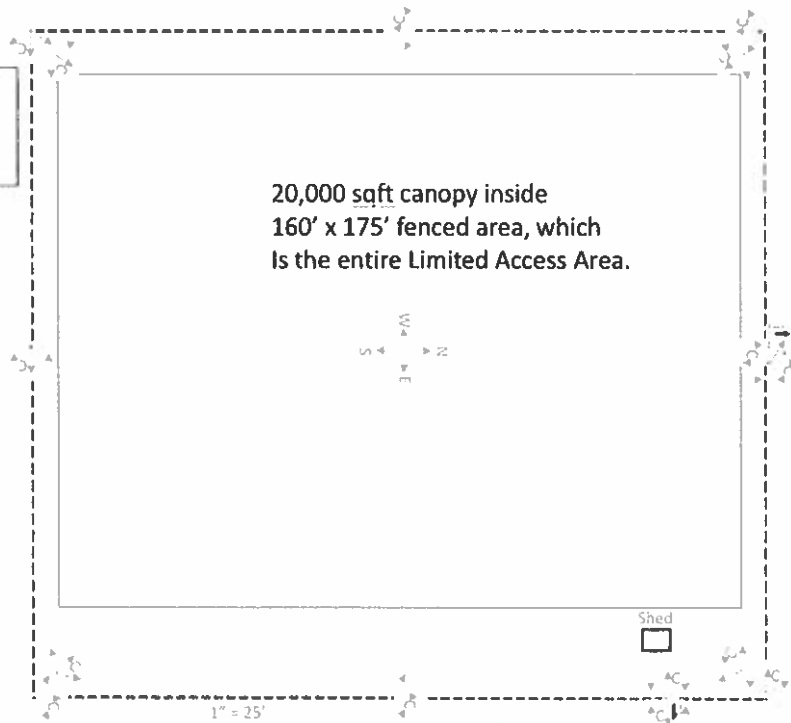
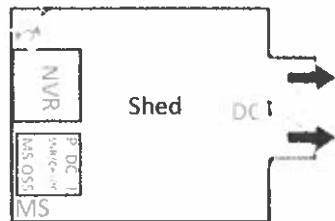
DC
Door used solely to move farm equipment in and out

Visitor entrance/ID check

Section 2e Video Surveillance:

Video Surveillance equipment list:

- Luma Surveillance 510-Series 16 Channel NVR, 20TB HDD
- 16 Luma Surveillance™ 31 Series Bullet IP Cameras





OFFICE OF MARIJUANA POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

OFFICIAL PLAN OF RECORD

FACILITY PLAN

CULTIVATION, PRODUCTS MANUFACTURING, MARIJUANA TESTING and MARIJUANA STORES

Pursuant to the Adult Use Marijuana Program Rule, the Department shall keep on file a copy of all facility plans, security plans, operating plans and cultivation plans, as well as copies of certifications of testing facilities. The most recent plan, whether submitted with the application for a marijuana establishment license, or by the subsequent approval of an application to change, shall be the Plan of Record with which the licensee must comply.

The Facility Plan is an official Plan of Record. This document and use of this template are required. The Office of Marijuana Policy (OMP) understands that an applicant or licensee may have prepared other facility documents. Although the applicant or licensee may submit additional facility documents for reference, this Facility Plan is designed to be a succinct, standalone document.

Any changes to the Facility Plan must be approved. The licensee shall submit a revised Facility Plan to the Department 14 days prior to any material change. The Department may deny an Application for Changes to a Plan of Record if the changes requested are in violation of 28-B MRS, this Rule, conditions required for local approval or other applicable laws or rules.

SECTION 1: Maine Adult Use Marijuana Establishment – Applicant/Licensee Information

| | | | |
|---|--|---|---------------------|
| Legal Business Name Mystique Operations LLC | | Maine Adult Use Marijuana Establishment License Number ACD643 | |
| Trade Name/DBA (if applicable) N/A | | Federal Taxpayer ID/EIN 83-1145710 | |
| Point of Contact Name Sean O'Brien | Point of Contact Phone Number 207-939-8299 | Point of Contact Email Address sean@mystiqueofmaine.com | |
| Physical Address of Facility 50 Pork Point Road | | City Bowdoinham | State ME |
| | | | ZIP 04008 |

SECTION 2: Facility Site Information

1. Provide a copy of a tax map clearly indicating an area of 1000 feet in all directions from the premises, or in cases where a municipality or the Land Use Planning Commission has reduced the setback to no less than 500 feet, then showing the distance in all directions required by local authority, and indicating that the area around the premises does not include a pre-existing public or private school, as defined in 28-B MRS §§402(2)(A) and 403(2)(A).

Please see attached tax maps

2. Provide a diagram of the layout of the facility, including all limited access areas, display areas, commercial kitchen areas, and points of entry, if applicable. Include legal ingress onto the property from the closest maintained public way, as well as the square footage of the establishment and of the separate areas listed above.

Please see attached diagrams

3. If the property is also used as a residence, clearly indicate on the diagram above, the location of that residence within the property and plans for complete separation of the residence from the facility, including:
- (a) Entirely separate entrances from the public right of way, and
 - (b) That no solvent extraction using potentially hazardous extraction methods or inherently hazardous extraction methods in the same building or structure as the residence.

N/A

SECTION 3: Ownership of the Premises

Legal Name of Property Owner

Charles F. Gill, III and Linda W. Gill

Mailing Address of Property Owner

50 Pork Point Road

City

Bowdoinham

State

ME

ZIP

04008

Property Owner Telephone Number

207-666-3116

Property Owner Email Address

kffn@comcast.net

1. Is the applicant also the property owner listed above?
 Yes No
2. If the answer to question 1 above is yes, is a copy of the documentation proving legal ownership attached or included with the submission of this form?
 Yes No Not applicable
3. If the answer to question 1 above is no, is a copy of the lease, rental agreement, or documentation of other arrangement for possession of the premises attached or included with the submission of this form? If the lease, rental agreement, or documentation of other arrangement for possession does not include language addressing owner consent for intended use and operation of a marijuana establishment, the applicant must provide additional documentation to prove such consent.
 Yes No Not applicable

SECTION 4: Co-Location of Adult Use and Medical Use Operations

1. If the licensee co-locates adult use and medical use operations, clearly indicate the following in a diagram:
- The areas of the premises that will contain adult use marijuana plants, marijuana, marijuana products or marijuana concentrate;
 - The areas of the premises that will contain marijuana plants, marijuana, marijuana products or marijuana concentrate for medical use;
 - The areas of the premises, if any, that will contain equipment, chemicals or other items that may be used for both adult use marijuana plants, marijuana or marijuana products and marijuana plants, marijuana or marijuana products for medical use.

N/A

2. If the licensee co-locates adult use and medical use operations, describe the plans to ensure that all marijuana, finished marijuana concentrate and other marijuana products are correctly packaged and labeled for medical use or adult use.

N/A

3. If the licensee co-locates adult use and medical use operations, describe how the licensee will separately track, including input to the tracking system, marijuana, marijuana concentrate and marijuana products for medical use separately from adult use marijuana, marijuana concentrate and marijuana products and will otherwise keep them from becoming intermixed.
N/A

SECTION 5: Notice

The Department shall keep on file a copy of all facility plans, security plans, operating plans and cultivation plans, as well as copies of certifications of testing facilities. The most recent plan, whether submitted with the application for a marijuana establishment license, or by the subsequent approval of an application to change, shall be the Plan of Record with which the licensee must comply. OMP's Compliance Division will have access to all plans and will review all plans prior to an inspection or investigation. Failure to comply with the Plan of Record may lead to enforcement action.

Any changes to the Facility Plan must be approved. The licensee shall submit a revised Facility Plan to the Department 14 days prior to any material change. The Department may deny an Application for Changes to a Plan of Record if the changes requested are in violation of 28-B MRS, this Rule, conditions required for local approval or other applicable laws or rules.

Signature – This Plan of Record cannot be accepted without a signature

Any information contained within this Plan of Record or otherwise found, obtained, or maintained by the Department, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Authorizing Business Representative's Signature:

Date:

07/13/2021

Printed Name:

Malina Dumas

Email Address:

mdumas@dwmlaw.com

Phone Number:

207-771-9219

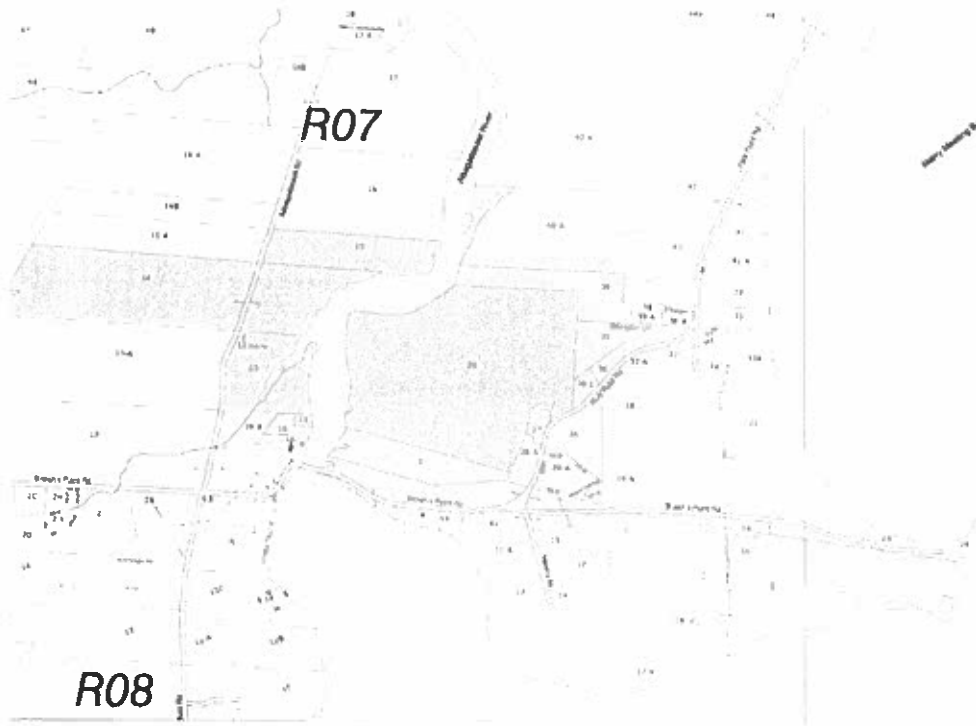


■ Subject Parcel



■ 500ft Buffer Parcels (highlighted on abutter list below)

There is no public or private school within 500 feet of the property.



2020



72

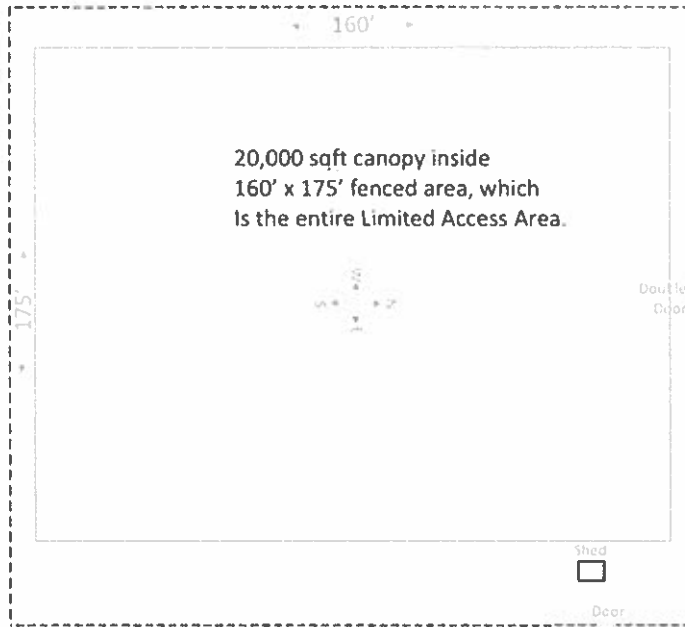
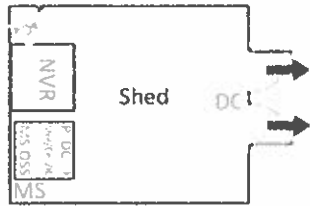


Map of the City of...
Planning Department
2020

R10

Section 2a Diagrams 160' x 175' (1" = 25')

- 4' wide single door at 20' from front right (northeast) corner
- 10' wide double door at 80' from front right (northeast) corner
- 77.2' x 57' Shed containing security systems and surveillance camera NVR



Door used solely to move farm equipment in and out

Visitor entrance/ID check

Section 2

Seacoast Security Alarm System equipment

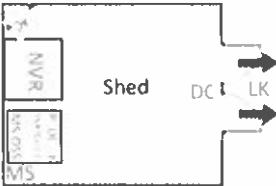
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- Keypad (K)
- Sea Net Radio (R)
- Internet Communicator (C)
- Cell Communicator (CC)
- Door Contacts (DC)
- Motion Sensors (MS)
- Beam Detectors (BD)

Video Surveillance equipment list

- Luma Surveillance 510-Series 16 Channel NVR, 20TB HDD
- 16 Luma Surveillance 31 Series Bullet IP Cameras

Lights Defiant DFI-0654-WH motion sensing lights (L)

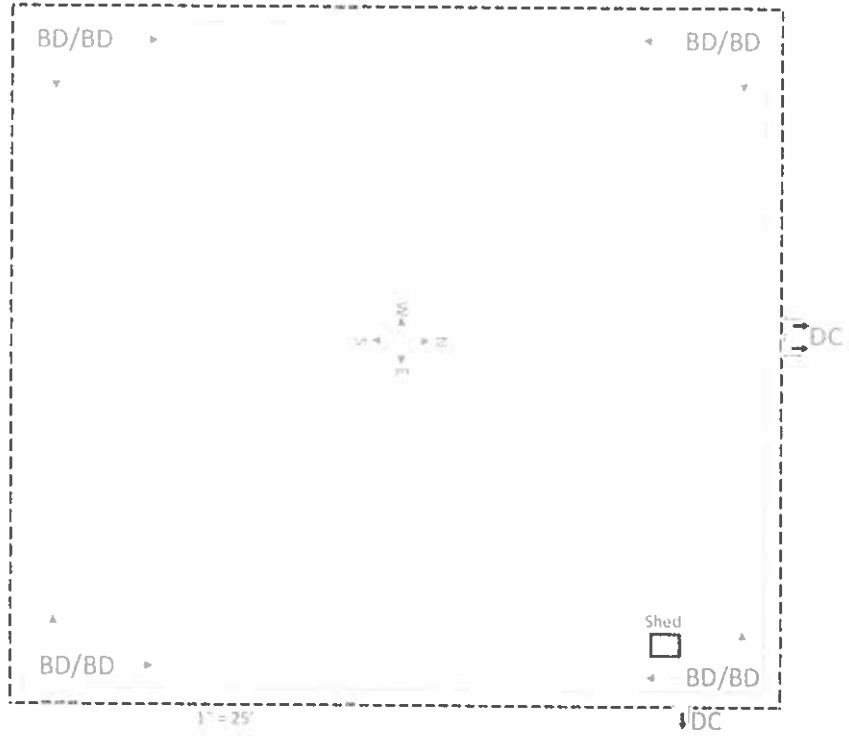
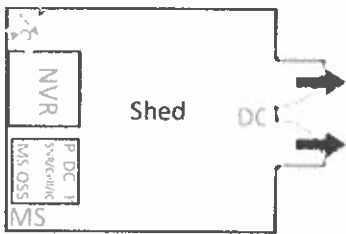
Locks Master Lock 1555TU Grade 10/10 with Koch 707295, 3/8" Grade 70 chain (LK)



Section 2d Alarm System:

Seacoast Security Alarm System equipment :

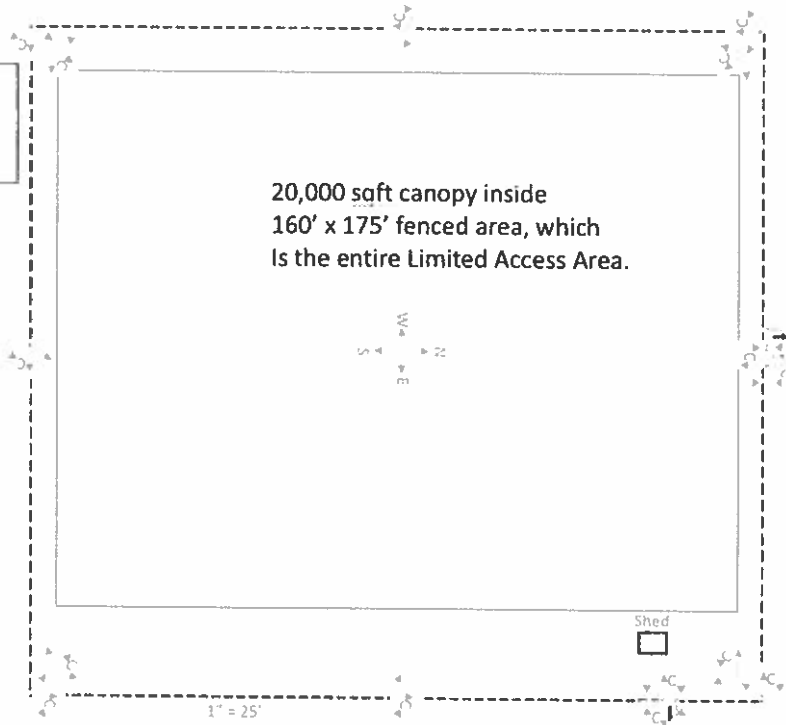
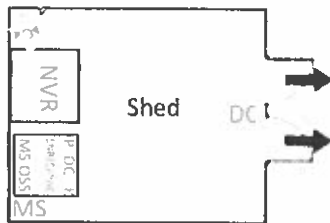
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Section 2e Video Surveillance:

Video Surveillance equipment list:

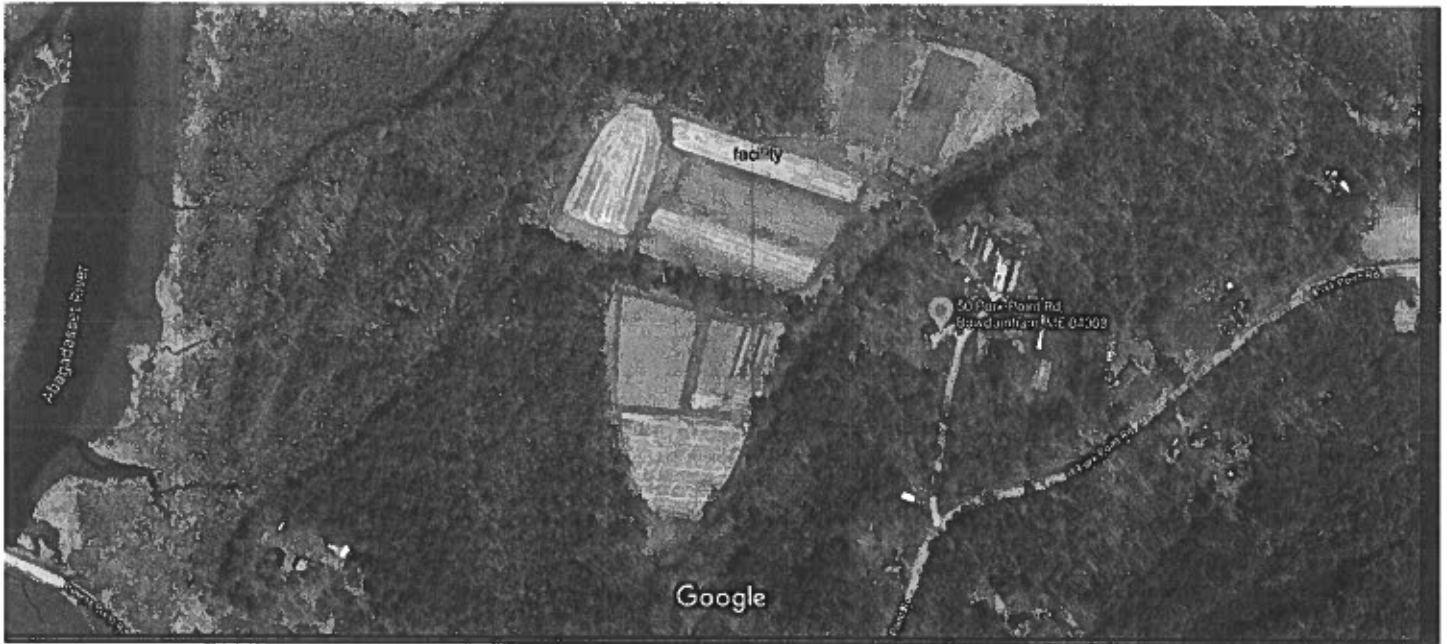
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- 16 Luma Surveillance™ 31 Series Bullet IP Cameras



7/13/2021

50 Pork Point Rd - Google Maps

Google Maps 50 Pork Point Rd



Imagery ©2021 Maine GeoLibrary, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 200 ft

LEASE

THIS LEASE AGREEMENT (the "Lease") is made this 5th 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. §§6901, 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.

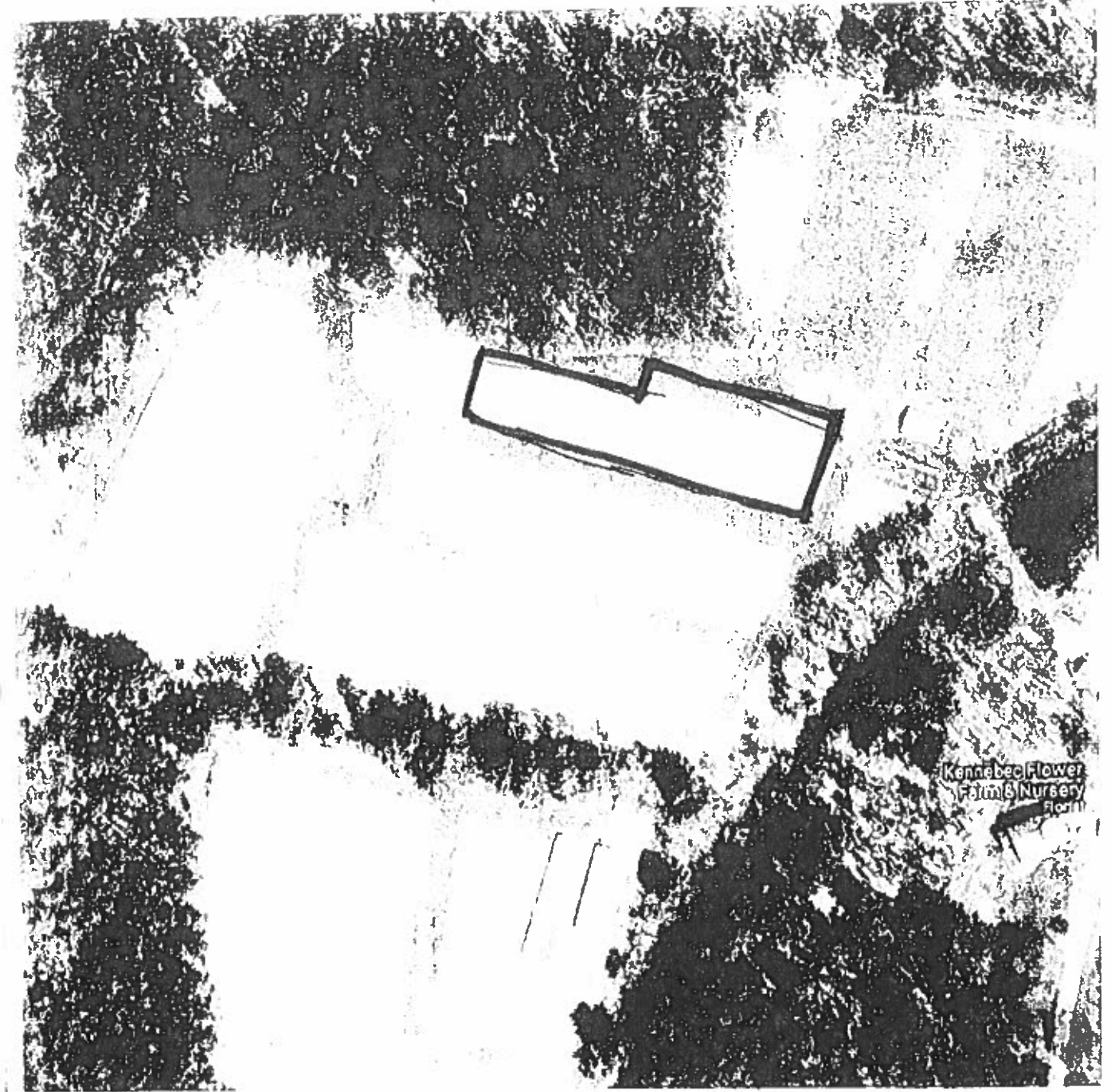
(j) Time is of the essence with respect to the performance of each and every obligation of the parties under this Lease.

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

EXHIBIT A

See Attachment

Exhibit A



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 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
Sean B. O'Brien, Manager



OFFICE OF MARIJUANA POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

OPERATING PLAN TEMPLATE CULTIVATION FACILITY

Pursuant to Section 3.5.2 of the Adult Use Marijuana Program Rule, the Department shall keep on file a copy of all facility plans, security plans, operating plans and cultivation plans, as well as copies of certifications of testing facilities. The most recent plan, whether submitted with the issuance of the marijuana establishment license, or by the subsequent approval of an application to change, shall be the Plan of Record with which the licensee must comply.

The Operating Plan is an official Plan of Record. This document and use of this template are required. The Office of Marijuana Policy (OMP) understands that an applicant or licensee may have prepared other operating documents. Although the applicant or licensee may submit additional operating documents for reference, this Operating Plan is designed to be a succinct, standalone document.

OMP recognizes that during the conditional license application process, site-specific information may not be available. An updated, site-specific Operating Plan will be required prior to active licensure.

Note: Nursery Cultivation Facilities require use of the Nursery Cultivation Facility Operating Plan, not this template.

| | | | |
|--|---------------|------------------------------|------------------------------|
| SECTION 1: License Type Please choose only one. A separate Operating Plan is required for each licensed establishment. | | | |
| <input type="checkbox"/> Cultivation Facility, Tier 1 (Plants) – No more than 30 mature marijuana plants. <input type="checkbox"/> Cultivation Facility, Tier 1 (Canopy) – No more than 500 square feet of mature marijuana plants. <input type="checkbox"/> Cultivation Facility, Tier 2 – No more than 2,000 square feet of mature marijuana plants. <input type="checkbox"/> Cultivation Facility, Tier 3 – No more than 7,000 square feet of mature marijuana plants. <input checked="" type="checkbox"/> Cultivation Facility, Tier 4 – No more than 20,000 square feet of mature marijuana plants. | | | |
| SECTION 2: Days and Hours of Operation In the table below, indicate the operating hours of the facility. Place an “x” in the closed column if the facility will be closed on a particular day. As a reminder, pursuant to Section 3.4.1(C) of the Adult Use Marijuana Program Rule: Licensees shall ensure that at all times during operating hours and hours of apparent activity that there is, on-site, an individual identification cardholder authorized to cooperate with Department inspection of the premises and business records. | | | |
| | Closed | Facility Opening Hour | Facility Closing Hour |
| Sunday | | 7:00 am | 8:00 pm |
| Monday | | 7:00 am | 8:00 pm |
| Tuesday | | 7:00 am | 8:00 pm |
| Wednesday | | 7:00 am | 8:00 pm |
| Thursday | | 7:00 am | 8:00 pm |
| Friday | | 7:00 am | 8:00 pm |
| Saturday | | 7:00 am | 8:00 pm |

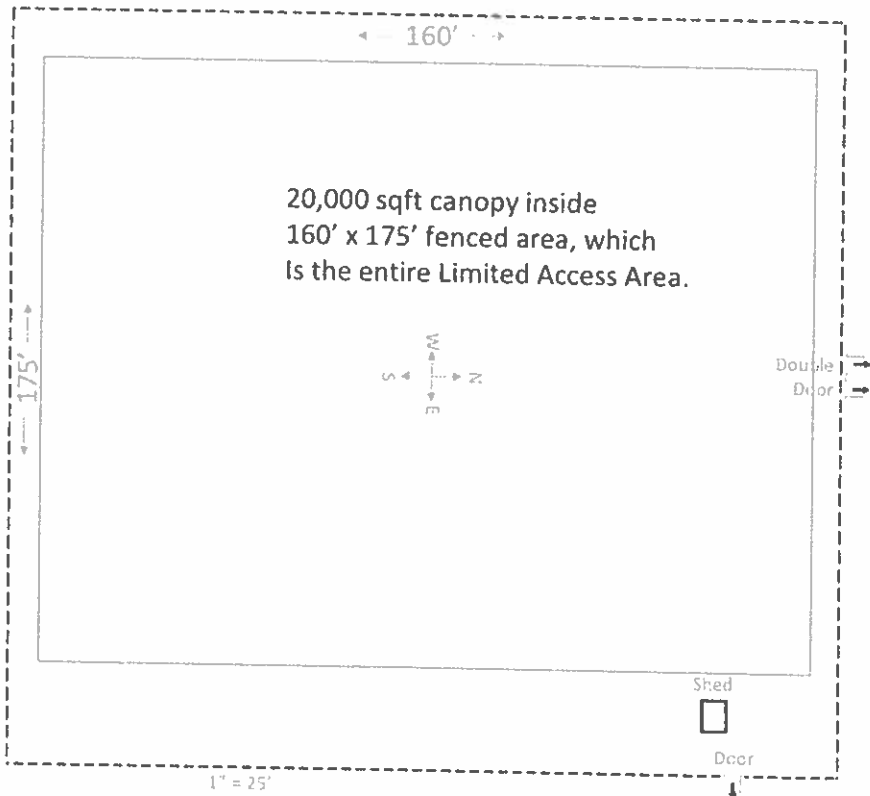
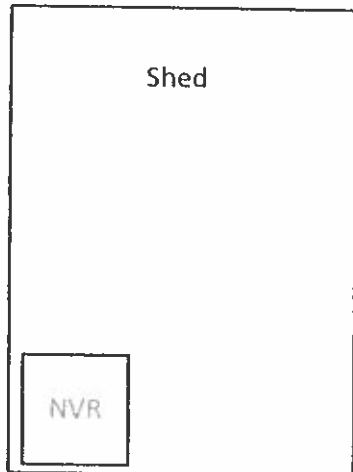
SECTION 3: Cultivation Facility Site Information

OMP recognizes that a specific location is not required during the conditional license application process. If the applicant does not have a site-specific location, provide a diagram and layout of the proposed Cultivation Facility.

1. Provide a diagram of the property on which the Cultivation Facility is located, including all point(s) of ingress/egress from the closest maintained public way, employee entrance(s), point(s) of delivery, parking area(s), and public right(s) of way. (Acceptable file formats include, but are not limited to, the following: .BMP, .GIF, .JPG, .PDF, .PNG. Diagrams may also be inserted as additional pages to the end of this form or uploaded via the online facility application process as Other Supporting Documentation.)

Section 2a Diagrams: 160' x 175' (1" = 25')

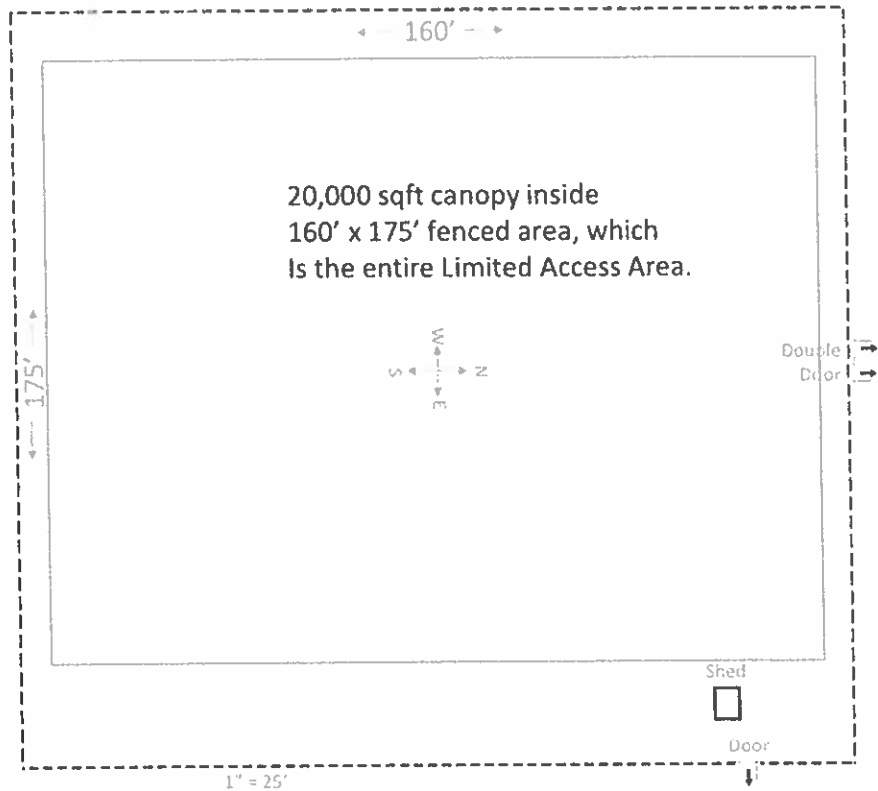
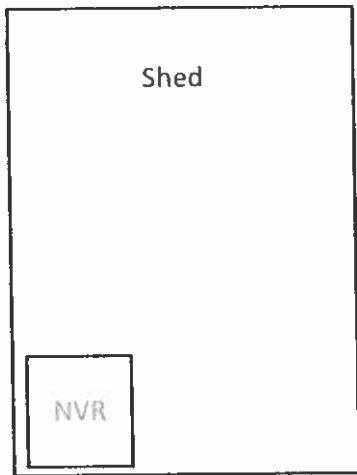
- 4' wide single door at 20' from front right (northeast) corner.
- 10' wide double door at 80' from front right (northeast) corner.
- 77.2' x 57' Shed containing security systems and surveillance camera NVR



2. Provide a diagram of the layout of the Cultivation Facility, including square footage of the areas in which cultivation does and does not occur and square footage of the entire facility. If the Cultivation Facility is co-located with an Adult Use Products Manufacturing Facility and/or Adult Use Marijuana Store, the diagram must clearly delineate the cultivation facility area from the other establishment(s). A Cultivation Facility that connects to another Adult Use establishment, requires at least a single, lockable door to be reflected in the diagram. (Acceptable file formats include, but are not limited to, the following: .BMP, .GIF, .JPG, .PDF, .PNG. Diagrams may also be inserted as additional pages to the end of this form or uploaded via the online facility application process as Other Supporting Documentation.)

Section 2a Diagrams: 160' x 175' (1" = 25')

- 4' wide single door at 20' from front right (northeast) corner.
- 10' wide double door at 80' from front right (northeast) corner.
- 77.2' x 57' Shed containing security systems and surveillance camera NVR.



3. If the property is also used as a residence, describe the location of that residence within the property and plans for complete separation of the residence from the facility, including:
- Entirely separate entrances from the public right of way, and
 - That no solvent extraction using potentially hazardous extraction methods or inherently hazardous extraction methods in the same building or structure as the residence.

N/A

SECTION 4: Co-Location of Adult Use Facilities

Is this Cultivation Facility co-located with an Adult Use Products Manufacturing Facility and/or an Adult Use Marijuana Store?

Yes No

If yes, complete Section 4(a) and (b)

SECTION 4(a): Type of Adult Use Facility Co-Location

Check all that apply.

Adult Use Products Manufacturing

Adult Use Marijuana Store

SECTION 4(b): Co-Location of Adult Use Marijuana Establishments

Section 2.4.9(B)(2) requires the following:

The Cultivation Facility may connect to another type of establishment by a single, lockable door. Regardless of common ownership, excise tax is payable when any marijuana seedlings, immature plants, marijuana, or marijuana products pass out of the cultivation facility into another type of marijuana establishment. All marijuana to pass through a single, lockable door must be entered into the tracking system, and excise taxes shall be paid in accordance with this Rule and 28-B M.R.S. § 1001.

Describe how all applicable requirements of Section 2.4.9 of the Adult Use Marijuana Program Rule will be met, including but not limited to the requirement described above.

N/A

SECTION 5: Co-Location of Adult Use Cultivation Facility and Medical Marijuana Facilities

Is this Adult Use Cultivation Facility co-located with any medical marijuana facility?

Yes No

If yes, complete Section 5(a) and (b)

SECTION 5(a): Type of Medical Marijuana Facility Co-Location

Check all that apply

Registered dispensary cultivation operation

Registered caregiver's cultivation operation

SECTION 5(b): Co-Location of Adult Use Cultivation Facility and Medical Marijuana Facilities

1. List and describe all equipment with approval listing(s) to be used for cultivating both medical marijuana and adult use marijuana.

N/A

2. Describe how the licensee will ensure that each shared piece of cultivation equipment is not used simultaneously on medical marijuana and adult use marijuana, with the purpose of ensuring that medical marijuana flowers and trim remain separate from adult use marijuana flowers and trim.

N/A

3. Describe how the licensee will separately track medical marijuana and adult use marijuana and will otherwise keep them from becoming intermixed.

N/A

SECTION 6: Equipment and Approval Listing

Provide approval listing(s) for all equipment listed below.

1. List all lights, irrigation system(s), greenhouse(s) and all other equipment to be used specific to the cultivation of marijuana within the cultivation facility.

John Deere 2155, 8 foot Perfecta harrow, 5 foot Maschio rototiller, subsoiler, Honda 4-wheeler with spin spreader, lawn mower. These items do not have approval listings.

SECTION 7: Pesticides, Fungicides, Insecticides and Fertilizers

1. List all pesticides, fungicides, insecticides and fertilizers that will be present or used.

Fertilizer: Sustane 8-4-4 (replant fertilizer of Sustane, an OMRI approved fertilizer, formulation 8-4-4)

SECTION 8: Utility Plans

OMP recognizes that a specific location is not required during the conditional license application process. If the applicant does not have a site-specific location, provide plans for how the following are intended to be done.

1. Describe plans for providing electricity, water, and other utilities necessary for the normal operation of the cultivation facility.

Mystique Operations has a dedicated, metered 200 Amp service from CMP with a 100 Amp sub-panel inside the fenced grow area. We also have a Briggs & Stratton 6250 Watt generator for backup.

2. Describe plans for ventilation and filtration systems that prevent marijuana plant odors from significantly altering the environmental odor outside, while addressing the potential for mold.

This is an outdoor cultivation facility. The closest neighbor or business is 1,500 feet from the fenced-in premises. While ventilation/filtration will not be an issue, if there are any odor-related complaints arising from the operation of the facility they will be tracked and responded to promptly.

SECTION 9: Plans for Compliance with the Marijuana Legalization Act and the Adult Use Program Rules

OMP recognizes that a specific location is not required during the conditional license application process. If the applicant does not have a site-specific location, provide plans for obtaining proof of compliance with the following.

- 1. Describe plans for shipping and receiving of marijuana and marijuana products.**

Mystique Operations has developed a standard operating procedure that aligns with the adult use marijuana program rules for shipping and receiving. The procedure applies to all staff who perform tasks related to the transport of marijuana, marijuana plants, and marijuana products receipt of delivery of marijuana and marijuana products, and/or management of marijuana and marijuana product inventory. Mystique Operations will only allow its marijuana and marijuana products to be transported by motor vehicle. Any vehicle used to transport will be insured at or above the legal requirements in Maine and equipped with a functional manufacturer-installed alarm system. Upon request by the Department, any company vehicle may be inspected. Marijuana and marijuana products may only be transported from one licensed marijuana establishment to another licensed marijuana establishment. The company will not allow delivery to customers under any circumstances. Only transport between state approved vendors with an accompanying transport manifest will be allowed. Company employees will generate a Transport Manifest for each trip using the designated Inventory Tracking System. The Transport Manifest will include, as applicable, the following information: the name, contact information, licensed premises address and license number of the licensee transporting the marijuana or marijuana products; the licensee's name, contact information, licensed premises address and license number; product name and quantities (by weight or net) of each marijuana or marijuana product contained in each transport; date of transport and approximate time of departure; arrival date and estimated time of arrival; delivery vehicle make and model and license plate number, name, LIC number, and signature of the employee accompanying the transport; name, LIC number, and signature of licensee/employee receiving the authorized transfer; the correct sales tax identification number and/or excise tax identification number for the licensee and transferee; and damaged or returned marijuana or marijuana products being returned to the original seller. Prior to departing originating premise, employee shall ensure that they have three copies of all relevant Transport Manifests. At no time after the employee has departed from the premises, shall the employee make any changes to the Transport Manifest or void the Transport Manifest.
- 2. Describe plans to dispose of or destroy used, unused and waste marijuana and marijuana products.**

All waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. All marijuana waste generated from normal operations, excess production, contamination, adulteration, or expiration will be securely stored, rendered unusable with more than 50% non-marijuana waste, and disposed of in a manner that ensures that it cannot be reconstituted for any kind of use or benefit, as related to its psychoactive content, by an unauthorized individual or organization. Prior to being rendered unusable marijuana waste will be securely stored within a limited access area within the licensed premises and shall be under video surveillance. The process of rendering marijuana waste unusable will occur within the limited access area of the licensed premises where surveillance cameras are permanently fixed and must occur entirely on camera. The contracted waste management company will transport all marijuana waste from the cultivation facility to a solid waste facility or landfill in compliance with local and state regulations. Facility management will ensure proper training and implementation of destruction and disposal procedures and protocols. All marijuana waste disposed of by the company will be recorded in the Inventory Tracking System, including the date and time of disposal, the employee or manager responsible, the reason for disposal (i.e. the type of waste), the lot, batch, or plant identifier (if applicable), the manner of disposal, and the quantity disposed.
- 3. Describe how the facility plans to prevent access to the premises by persons under age 21, including without limitation vendors and contractors.**

Fencing will surround the cultivation facility and gates will be locked at all times. The entire cultivation facility space will constitute a limited access area. A "limited access area" means a building, room or other area in the licensed premises where the licensee is authorized to cultivate, process, store, weigh, manufacture, or otherwise prepare marijuana and marijuana products for sale. These areas can only be accessed by authorized individual identification cardholders or visitors 21 or older who are accompanied by an authorized individual identification cardholder. All areas through which an individual can enter or exit a limited access area will be clearly identified by a sign that is at least 8.5 inches high and 11 inches wide, composed of letters not less than a half inch in height, stating "Pursuant to State Law, Do Not Enter—Authorized Persons Only." Company employees will check IDs of any visitors prior to allowing them to enter a limited access area and will require the visitors to sign in on the visitor log and wear the visitor badge at all times while on the licensed premise.
- 4. Describe how the facility plans to conduct a background screening process for employees and vendors.**

Mystique Operations shall not hire any individual as an employee unless the individual meets the following criteria:
(1) Is 21 years of age or older;
(2) Has completed the fingerprinting and criminal history record check for employees of adult use marijuana establishments through the State Bureau of Identification;
(3) Does not have a disqualifying drug offense, any other disqualifying offense, adult use marijuana license revocation, medical marijuana credential revocation, outstanding court-ordered payments, past due taxes or fees or other tax delinquency;
(4) Has not had an individual identification card revoked within the previous 2 years; and
(5) Has not been subject to two or more individual identification card revocations.

After a potential employee has been identified, the prospective employee must provide a government issued photo identification card showing a date of birth that makes the applicant 21 years of age or older. The prospective employee must either present an individual Identification Card issued by the

SECTION 10: Proof of Compliance with State and Federal Code(s)

OMP recognizes that a specific location is not required during the conditional license application process. If the applicant does not have a site-specific location, provide plans for obtaining proof of compliance with the following.

- 1. Provide proof of compliance with building code(s).**

This information was provided as part of the supplemental application.
- 2. Provide proof of compliance with the National Fire Protection Association model fire code.**

This information was provided as part of the supplemental application.
- 3. Provide proof of compliance with applicable electrical code(s).**

This information was provided as part of the supplemental application.
- 4. Provide proof of compliance with any other applicable federal and/or state environmental requirements.**

The company's counsel has been in touch with official at the Maine Department of Environmental Protection regarding air emissions permits. It is the company's understanding that no DEP permits will be required for marijuana cultivation facilities absent extenuating circumstances.
- 5. Provide proof of compliance with all state and federal laws regarding wastewater and waste disposal for the cultivation facility.**

The company's counsel has been in touch with official at the Maine Department of Environmental Protection regarding waste disposal and wastewater discharge permits. It is the company's understanding that no DEP permits will be required for marijuana cultivation facilities absent extenuating circumstances.

6 Describe the workplace safety plan consistent with 29 CFR Part 1910, covering personal protective equipment, hazard assessment, safe equipment operation, proper application of agricultural chemicals, ladder use, hazard communication and other state and federal workplace safety requirements.

The company developed workplace safety plans that comply with 29 CFR Part 1910. The plans are kept on file at the site.

SECTION 11: Notice

The Department shall keep on file a copy of all facility plans, security plans, operating plans and cultivation plans, as well as copies of certifications of testing facilities. The most recent plan, whether submitted with the issuance of the marijuana establishment license, or by the subsequent approval of an application to change, shall be the Plan of Record with which the licensee must comply. Field Investigators will have access to all plans and will review all plans prior to an on-site assessment. Failure to comply with the Plan of Record may lead to enforcement action. Any significant changes to the Plan of Record must be approved by the Department.

Signature -- This Plan of Record cannot be accepted without a signature

Any information contained within this Plan of Record or otherwise found, obtained, or maintained by the Department, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Authorizing Business Representative's Signature

Date

7/7/2021

Printed Name:

Hannah E. King, Esq.

Email Address:

hking@dwmlaw.com

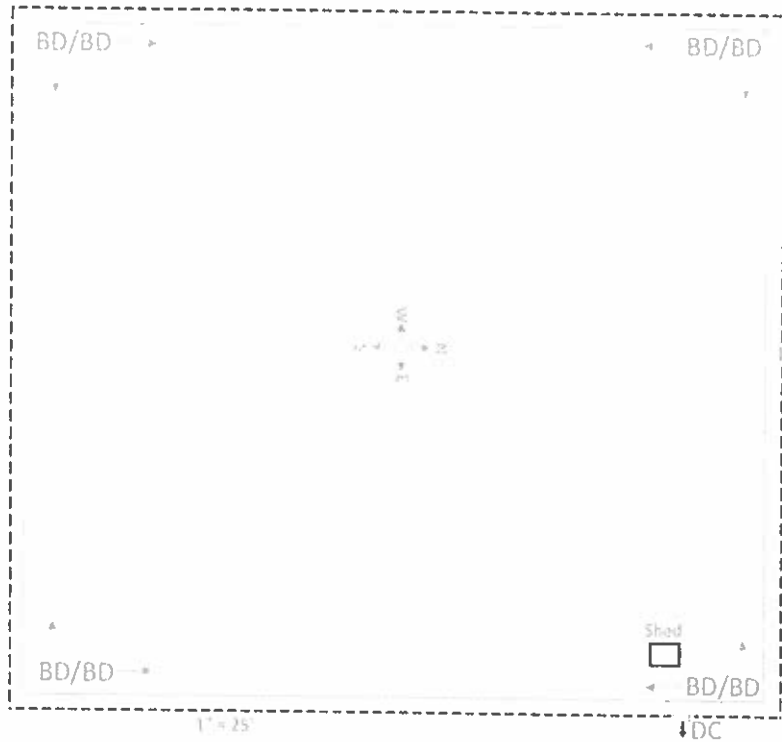
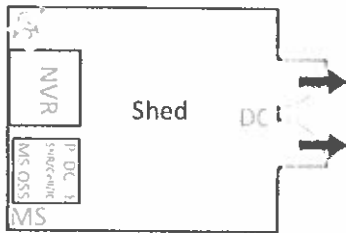
Phone Number:

207-253-0598

Section 2d Alarm System:

Seacoast Security Alarm System equipment:

- Vista-1288PT, 6160 Control Panel (P)
- Outdoor rated Strobe/Siren (SS)
- Keypad (K)
- Sea Net Radio (NR)
- Internet Communicator (IC)
- Cell Communicator (Cell)
- Door Contacts (DC)
- Motion Sensors (MS)
- Beam Detectors (BD)

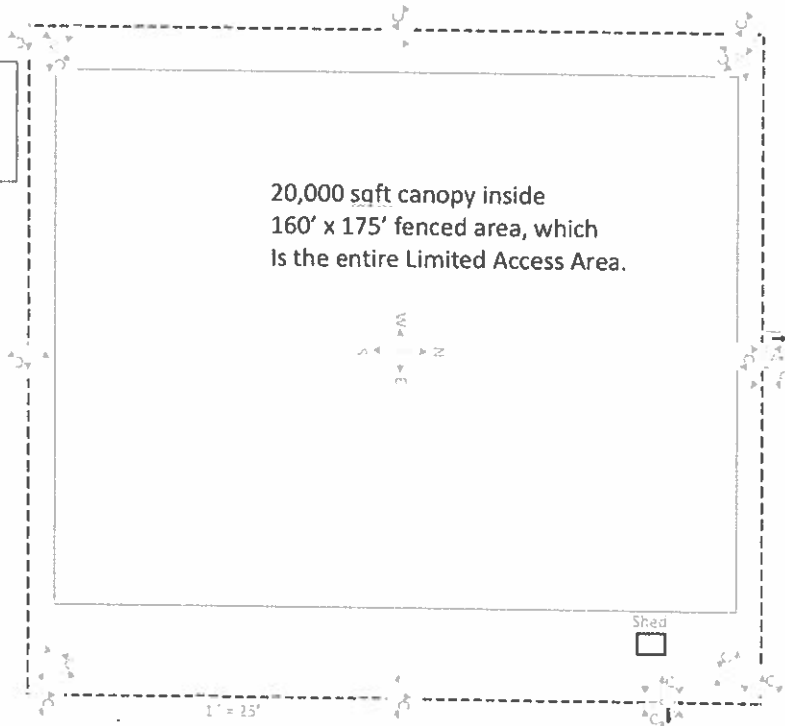
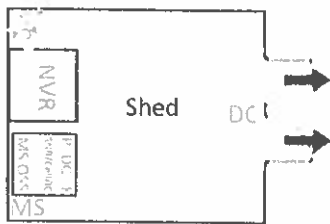


Door used solely to move farm equipment in and out

Section 2e Video Surveillance:

Video Surveillance equipment list:

- Luma Surveillance 510 Series 16 Channel NVR, 20TB HDD
- 16 Luma Surveillance™ 31 Series Bullet IP Cameras

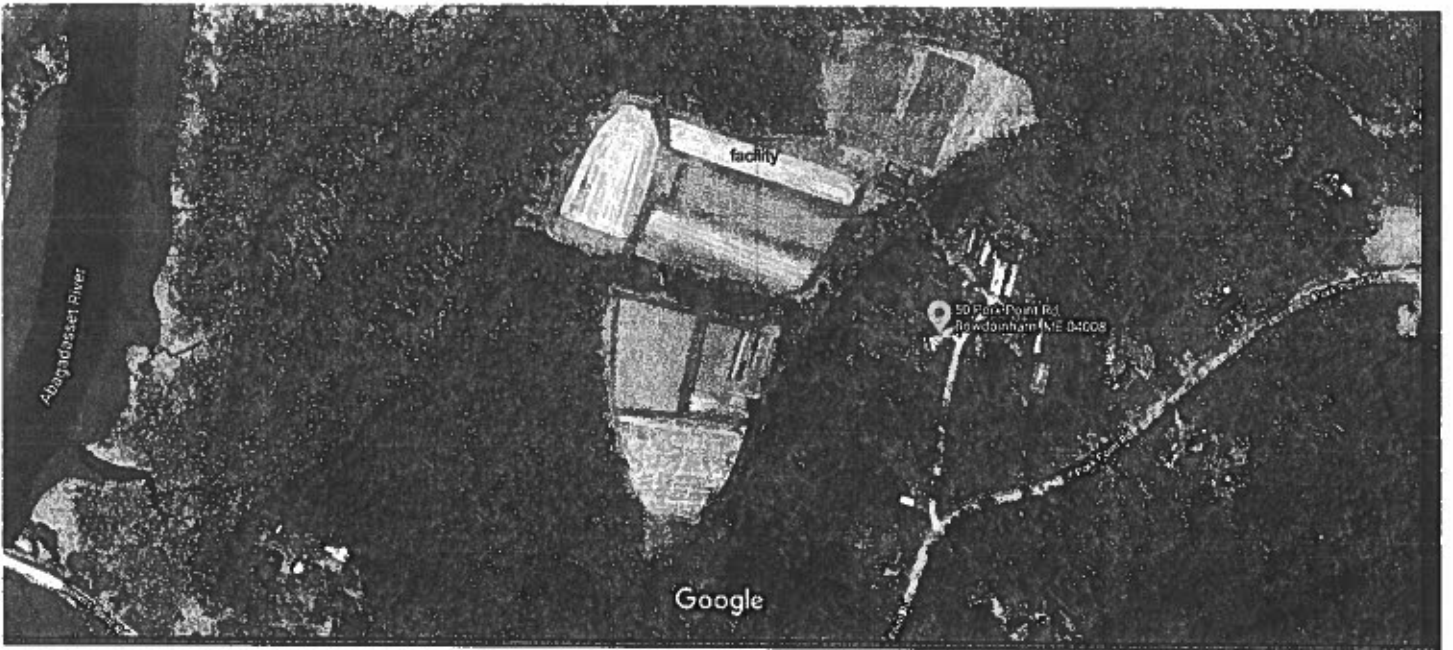


7/13/2021

50 Pork Point Rd - Google Maps



50 Pork Point Rd



Imagery ©2021 Maine GeoLibrary, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 200 ft



**STATE OF MAINE
MAINE REVENUE SERVICES**

THIS REGISTRATION CERTIFICATE FOR A
RETAILER

is issued under the provisions of MRSA, Title 36, Part 3, §1754-B to:

MYSTIQUE OPERATIONS LLC
41 MYSTIQUE WAY
AUBURN, ME 04210-3721

Registration Number: 1218989

Date Issued: JULY 12 2021

Business Code: 421
Filing Frequency: ANNUAL

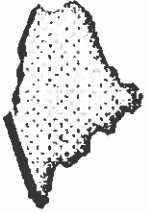
**IMPORTANT INFORMATION CONCERNING THIS
RETAILER'S CERTIFICATE**

This certificate must be available for inspection by the State Tax Assessor, the Assessor's representatives and agents and authorized municipal officials. This retailer's certificate verifies that this retailer and this retail location hold a valid Maine sales tax account and is authorized to collect and remit the sales tax on behalf of the State of Maine. This certificate has no expiration date. If you cease to do business in Maine please return this certificate to Maine Revenue Services.

IMPORTANT PLEASE NOTE: This retailer's certificate may NOT be used to purchase merchandise for resale tax exempt (in Maine). A resale certificate is a separate document. If you qualify to receive a resale certificate, one has been printed and mailed to you.

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STATE OF MAINE
MAINE REVENUE SERVICES
RESALE CERTIFICATE



THIS CERTIFICATE IS VALID

JULY 13 2021 THRU DECEMBER 31 2024

| Business Name and Location Address | Certificate Number | Business Type |
|---|--------------------|---------------|
| MYSTIQUE OPERATIONS LLC 50 PORK POINT RD BOWDOINHAM ME 04008-5024 | 1218989 | MJ CULTIVR |

This is to certify that the above named business is authorized to purchase during the period indicated on this certificate: (1) tangible personal property to be resold in the form of tangible personal property, or (2) a taxable service to be resold as the same taxable service. This certificate cannot be reassigned or transferred and can only be used by the above business or its authorized employees. This certificate is void if the business has ceased operating or if the certificate has been altered.

The above named business certifies that the following is being purchased in the ordinary course of business for resale as provided above.

Presented to: _____ (Insert name of seller on photocopy) (date) Presented by: _____ Authorized Signature (purchaser) (date)

67998

DO NOT WRITE ON THIS ORIGINAL FORM

The document printed above is your new Resale Certificate. **Retain this copy as an original in your file.** This certificate is valid only for the period indicated.

Prior to the expiration of this certificate, Maine Revenue Services will automatically renew and reissue a new resale certificate for the next period if:

- your account is active; and
- you have reported \$3,000 or more in gross sales during the previous 12 months

Make copies of this original, fill in the appropriate data and provide it to the vendors from whom you make purchases for resale.

If you cease doing business, this certificate is void and must be returned to Maine Revenue Services.

Use of a resale certificate to make purchases not intended for resale is a criminal offense.

If you have any questions regarding this document, please call (207) 624-9693.

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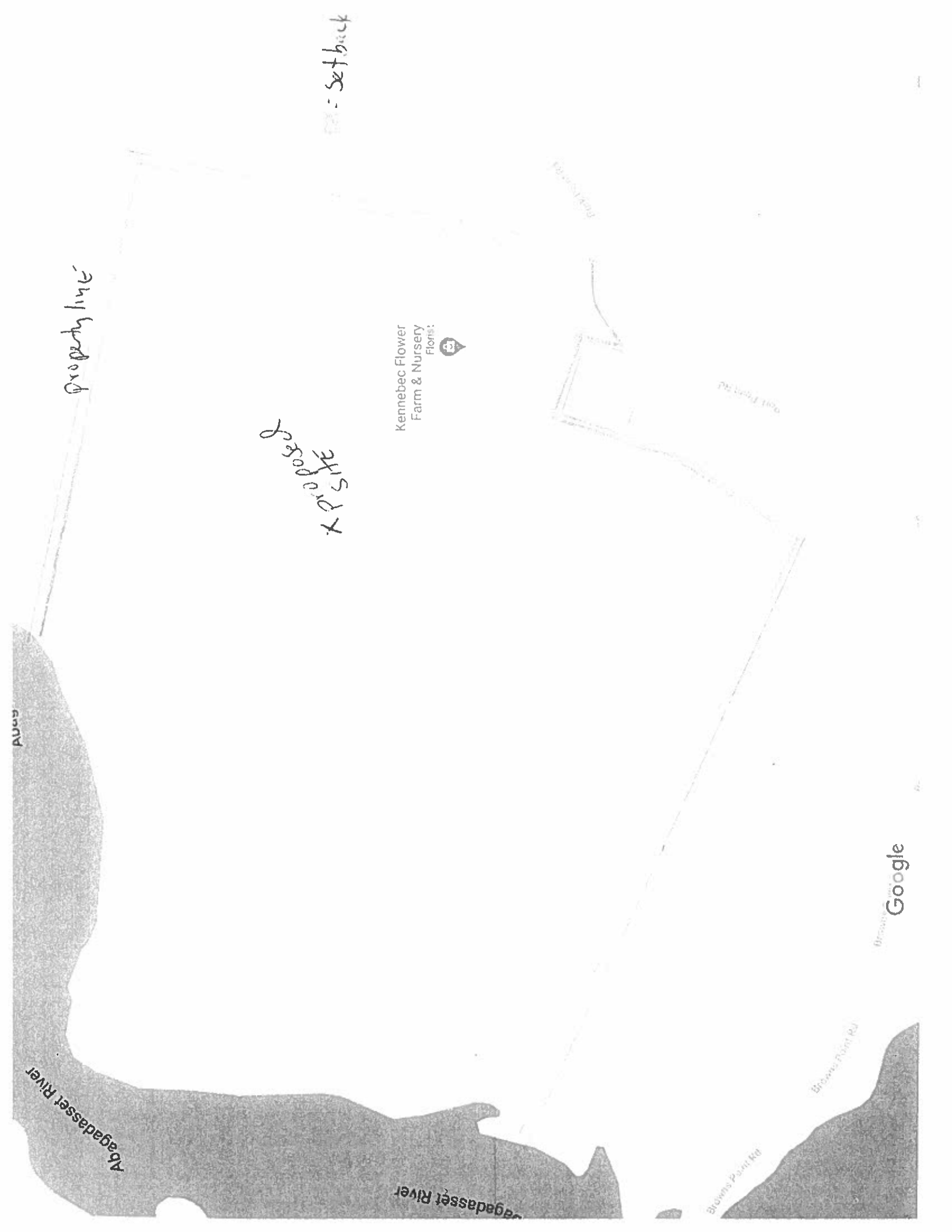
Real Estate
Account List by Map/Lot

| Account | Card | Name | Location | Map/Lot |
|---------|------|---------------------------|------------------------|-------------|
| 00598 | 001 | BOIS, MICHAEL J | RIVER RD | R06-058-A |
| 00599 | 001 | MacLEOD, JAMES C (JT) | 88 CARDING MACHINE RD | R06-111 |
| 00600 | 001 | STOCKFORD, DANIEL C | 112 CARDING MACHINE RD | R06-112 |
| 00601 | 001 | EBERT, MICHAEL C | 128 CARDING MACHINE RD | R06-114 |
| 00616 | 001 | GUERIN, KATHY A | 15 WILDES RD | R07-001 |
| 00617 | 001 | IRELAND, TERRANCE L | 118 BROWNS POINT RD | R07-001-A |
| 00618 | 001 | VARNEY, ALAN D | BROWNS POINT RD | R07-001-B |
| 00619 | 001 | MORGAN, ROBERT A | 44 BROWNS POINT RD | R07-001-C |
| 00620 | 001 | SMITH, CLINTON | 54 BROWNS POINT RD | R07-001-D |
| 00621 | 001 | COFFIN, ALAN | 60 BROWNS POINT RD | R07-001-E |
| 00622 | 001 | OGILBY, HENRY A | 66 BROWNS POINT RD | R07-001-F |
| 00658 | 001 | HAYWARD, SAMUEL | 102 BROWNS POINT RD | R07-001-F-1 |
| 00623 | 001 | PAGE-CONWAY, JANE | 13 WILDES RD | R07-001-G |
| 01253 | 001 | ROUSSEAU, GARY | 136 BROWNS POINT RD | R07-001-H |
| 00624 | 001 | OH, HIEYOUNG W (JT) | 257 BROWNS POINT RD | R07-002 |
| 00625 | 001 | LEECH, ALLAN R | 6 WILDES RD | R07-002-A |
| 00626 | 001 | CONNORS, FRANK D | BROWNS POINT RD | R07-002-B |
| 00627 | 001 | ADAMS, JEFFREY C | 223 BROWNS POINT RD | R07-002-C |
| 00628 | 001 | HUBBARD, JAMES | 209 BROWNS POINT RD | R07-002-D |
| 00629 | 001 | ENGLER, PETER M | 32 WILDES RD | R07-002-E |
| 00630 | 001 | EDMONDSON, SYLVIA R | 203 BROWNS POINT RD | R07-002-F |
| 00631 | 001 | CAVENDISH, CHRISTOPHER S, | 207 BROWNS POINT RD | R07-002-G |
| 01316 | 001 | TOMKO, KATHERINE | 239 BROWNS POINT RD | R07-002-H |
| 01317 | 001 | BRAGDON, EDWARD | BROWNS POINT RD | R07-002-J |
| 01427 | 001 | FRANK, SHAWN | 245 BROWNS POINT RD | R07-002-K |
| 01276 | 001 | BOWDOINHAM HISTORICAL | 2 CENTERS POINT RD | R07-003 |
| 00633 | 001 | CENTRAL MAINE POWER CO | BROWNS POINT RD | R07-004-T |
| 00634 | 001 | TRACY, LEE | 28 CENTERS POINT RD | R07-005 |
| 00640 | 001 | BURRELL, STEWART F | 11 FOSTER LN | R07-009 |
| 00641 | 001 | BURRELL, RONALD D. | 15 FOSTER LN | R07-010 |
| 01776 | 001 | BURRELL, SHYLO M | 14 FOSTER LANE | R07-010-A |
| 00642 | 001 | ROYAL, KAREN L | 23 FOSTER LN | R07-011 |
| 00643 | 001 | BLAKE, BRADFORD D | 10 ABBAGADASSETT RD | R07-012 |
| 00644 | 001 | MCQUEENEY, PATRICIA A | 39 ABBAGADASSETT RD | R07-013 |
| 01504 | 001 | BLAKE, BRADFORD D | ABBAGADASSETT RD | R07-013-A |
| 00645 | 001 | WARD, DENHAM S | 95 ABBAGADASSETT RD | R07-014 |
| 00646 | 001 | NORRIS, PENELOPE A | 111 ABBAGADASSETT RD | R07-015 |
| 01250 | 001 | SQUIBNOCKET, LLC | 112 ABBAGADASSETT RD | R07-015-A |
| 00647 | 001 | PROUT, DAVID A & HARRY C | 145 ABBAGADASSETT RD | R07-016 |
| 00648 | 001 | PROUT, HARRY C | 142 ABBAGADASSETT RD | R07-016-A |
| 00649 | 001 | PAULINE J. PROUT LIVING | 134 ABBAGADASSETT RD | R07-016-B |
| 00651 | 001 | FRUMER, JOHN D | 177 ABBAGADASSETT RD | R07-017 |
| 00652 | 001 | DUNLAP, ALBERT A (HEIRS) | ABBAGADASSETT RD | R07-017-A |
| 00615 | 001 | OKOLITA, KATHLEEN M | 200 ABBAGADASSETT RD | R07-018-B |
| 00655 | 001 | FRUMER, JOHN D | 273 ABBAGADASSETT RD | R07-019 |
| 00656 | 001 | EATON, THOMAS O | 275 ABBAGADASSETT RD | R07-019-A |
| 00657 | 001 | FRUMER, JOHN D | 280 ABBAGADASSETT RD | R07-019-B |
| 01591 | 001 | FERRANTI, DARRAGH E | 6 ELLIOT LANE | R07-021-001 |
| 01592 | 001 | HEMOND, LARRY R | 10 ELLIOT LANE | R07-021-002 |

| Account | Card | Name | Location | Map/Lot |
|---------|------|--------------------------|-----------------------|-------------|
| 01585 | 001 | TREMBLEY, GLENDON W | 23 PIPER LANDING LANE | R09-051-009 |
| 00834 | 001 | CENTRAL MAINE POWER CO | BAY RD | R09-051-A |
| 01499 | 001 | TROEMNER, ROBERT W III | 134 BAY RD | R09-051-B |
| 00836 | 001 | BURROUGHS, FRANKLIN G | 133 BAY RD | R09-052 |
| 00837 | 001 | WING, BRUCE C | 111 BAY RD | R09-053 |
| 00838 | 001 | ROTH, DONNA A | 24 WALLENTINE RD | R09-055 |
| 00839 | 001 | HAMRICK, GARRET L | 80 WALLENTINE RD | R09-055-A |
| 00840 | 001 | WALLENTINE, ANDREW B | 114 WALLENTINE RD | R09-055-B |
| 00841 | 001 | LILLEY, JASON M | 108 WALLENTINE RD | R09-055-C |
| 00754 | 001 | GIVEN, CRAIG G | 107 WALLENTINE RD | R09-055-D |
| 00842 | 001 | PATCHELL, GARY | 85 WALLENTINE RD | R09-055-E |
| 01530 | 001 | STATE OF MAINE | WALLENTINE RD | R09-055-F |
| 01555 | 001 | WALLENTINE, ANDREW B | 122 WALLENTINE RD | R09-055-G |
| 01560 | 001 | ROTH, DONNA A | WALLENTINE RD | R09-055-H |
| 01777 | 001 | WILDES, GILBERT W JR | 94 WALLENTINE RD | R09-055-I |
| 00843 | 001 | CRAIG, WILLIAM S | 81 WALLENTINE RD | R09-056 |
| 01600 | 001 | HUNTON, JOHN C K JR | 25 WALLENTINE ROAD | R09-057 |
| 01611 | 001 | SMITH DEBLIEU, JANICE K | 55 WALLENTINE RD | R09-058 |
| 00847 | 001 | WEST, ELIZABETH A | 402 BROWNS POINT RD | R10-003 |
| 00848 | 001 | GILLIS, CHESTER A | 419 BROWNS POINT RD | R10-004 |
| 00849 | 001 | CURTIS LIVING TRUST | 421 BROWNS POINT RD | R10-005 |
| 00850 | 001 | CURTIS LIVING TRUST | BROWNS POINT RD | R10-006 |
| 00851 | 001 | KALLOCH, MONTGOMERY | 431 BROWNS POINT RD | R10-007 |
| 00855 | 001 | BOUCHARD, ANDREW R | 444 BROWNS POINT RD | R10-011 |
| 00856 | 001 | STEVENS, DEXTER III | STEVENS RD | R10-011-A |
| 00857 | 001 | QUAVACOOK LLC | 30 STEVENS RD | R10-012 |
| 00859 | 001 | SCOTT, LEE M | 29 STEVENS RD | R10-013 |
| 00860 | 001 | FRIEDMAN, ED | 42 STEVENS RD | R10-014 |
| 00861 | 001 | BROWNS POINT FARMLAND, | STEVENS RD | R10-015 |
| 00862 | 001 | CENTRAL MAINE POWER CO | PORK POINT RD | R10-016 |
| 00639 | 001 | CENTRAL MAINE POWER | BROWNS POINT ROAD | R10-016-T |
| 00863 | 001 | HODGKINS, PHILIP C | 513 BROWNS POINT RD | R10-017-A |
| 00864 | 001 | MACKENZIE, ROLAND | 75 PORK POINT RD | R10-018 |
| 00865 | 001 | CHRISTOPHER, GEORGE M | 496 BROWNS POINT RD | R10-018-A |
| 00866 | 001 | CUTKO, ANDREW R | 555 BROWNS POINT RD | R10-019 |
| 00669 | 001 | BROWNS POINT FARMLAND, | BROWNS POINT RD | R10-019-001 |
| 00867 | 001 | FINDLEY, SARAH B & ALLEN | 598 BROWNS POINT RD | R10-021 |
| 00868 | 001 | BROWNS POINT FARMLAND, | BROWNS POINT RD | R10-023 |
| 00869 | 001 | HALL, TRACEY M | 643 BROWNS POINT RD | R10-024 |
| 00871 | 001 | SCHERZER, PAUL A | 26 PORK POINT RD | R10-025-A |
| 00872 | 001 | MCKENNA, EUGENE R JR | 57 PORK POINT RD | R10-026 |
| 00435 | 001 | WEBSTER, ELISABETH M | 29 PORK POIN ROAD | R10-026-A |
| 00873 | 001 | DUNN, PEGGY P | 40 PORK POINT RD | R10-027 |
| 00874 | 001 | GILL, CHARLES F III | 50 PORK POINT RD | R10-028 |
| 00875 | 001 | GILL, CHARLES F III | 46 PORK POINT RD | R10-028-A |
| 00877 | 001 | FRIZZLE, GORDON R | 86 PORK POINT RD | R10-030 |
| 00845 | 001 | FRIZZLE, TOBEY W | 74 PORK POINT RD | R10-030-001 |
| 00878 | 001 | HANSON, ALAN L | 100 PORK POINT RD | R10-031 |
| 00879 | 001 | BOUCHER, DONALD | 107 PORK POINT ROAD | R10-032 |

| Account | Card | Name | Location | Map/Lot |
|---------|------|----------------------------|--------------------|---------------|
| 01762 | 001 | VOSE, PAUL H | PORK POINT ROAD | R10-032-A |
| 00880 | 001 | HOERNER, BROOKE (JT) | 4 MALLARD LN | R10-033 |
| 01702 | 001 | KARONIS, PETER | MALLARD LANE | R10-033-A |
| 00881 | 001 | COLBY, NANCY L | 10 MALLARD LN | R10-034 |
| 00882 | 001 | BEAN, LISA NOBLE | 133 PORK POINT RD | R10-035 |
| 00883 | 001 | NOBLE, NORMAN JR | PORK POINT RD | R10-036 |
| 00884 | 001 | CHASE, KENNETH M SR | 8 BILLINGTON LN | R10-036-A |
| 00885 | 001 | BILLINGTON, SHAWN E SR | 7 BILLINGTON LANE | R10-037 |
| 00886 | 001 | CROOKER, RANDY N | 15 BILLINGTON LANE | R10-038 |
| 01271 | 001 | HARRIMAN, HOPE L | 17 BILLINGTON LANE | R10-038-A |
| 00887 | 001 | JAMES W. WHITNEY LIVING | 145 PORK POINT RD | R10-039 |
| 00888 | 001 | THIRLWALL, DARCY K | 158 PORK POINT RD | R10-040 |
| 00889 | 001 | STATE OF MAINE | PORK POINT RD | R10-040-A |
| 01659 | 001 | KARONIS, PETER J | PORK POINT RD | R10-041 |
| 01676 | 001 | KARONIS, PETER J | PORK POINT RD | R10-041-A |
| 00891 | 001 | BENJAMIN, LAURA E | 198 PORK POINT RD | R10-042 |
| 00893 | 001 | WRIGHT, CARY (DOUGHTY) | 233 PORK POINT RD | R10-042-A |
| 00894 | 001 | ALLEN, BETHANY L | 204 PORK POINT RD | R10-044 |
| 00609 | 001 | MAINE DEPT. OF INLAND FISH | PORK POINT ROAD | R10-044-A |
| 00653 | 001 | KENNEBEC ESTUARY LAND | PORK POINT ROAD | R10-045 |
| 00896 | 001 | STATE OF MAINE | PORK POINT RD | R10-046 |
| 00897 | 001 | MCKELVEY, KIRK B | 359 PORK POINT RD | R10-046-A |
| 01346 | 001 | STANTON, WILLIAM A | 361 PORK POINT RD | R10-046-B |
| 00898 | 001 | STATE OF MAINE | PORK POINT RD | R10-047 |
| 00901 | 001 | BILLINGS, GLENN B | 777 RIVER RD | R11-001 |
| 00902 | 001 | FERDICO,JOHN N & | 402 PORK POINT RD | R11-002 |
| 01289 | 001 | STATE OF MAINE | PORK POINT RD | R11-002-A |
| 00905 | 001 | STATE OF MAINE | PORK POINT RD | R11-006 |
| 00906 | 001 | LAMB, JOYCE I | 461 PORK POINT RD | R11-006-A |
| 00907 | 001 | WALCHLI, JOHN C | 948 RIVER RD | R11-007 |
| 00247 | 001 | SMAHA, ADAM J | 10 HUNTER LANE | R11-007-002-A |
| 00269 | 001 | DREHOBL, ZACHARY D (JT) | 16 HUNTER LANE | R11-007-002-B |
| 00308 | 001 | CLARK, DEANDRA L | 20 HUNTER LANE | R11-007-003-A |
| 00338 | 001 | LESURE, KEVIN S (JT) | 21 HUNTER LANE | R11-007-003-B |
| 01599 | 001 | STATE OF MAINE | RIVER RD | R11-007-004 |
| 00908 | 001 | WHITEHOUSE, JEREMY H | 5 HUNTER LANE | R11-007-A |
| 00119 | 001 | VERIZON WIRELESS | 948 RIVER ROAD | R11-007-ON |
| 01505 | 001 | AT&T MOBILITY (IN | 948 RIVER RD | R11-007-ON |
| 01731 | 001 | U.S. CELLULAR | 948 RIVER ROAD | R11-007-ON |
| 00910 | 001 | DAVIS, BROOKE N | 8 ISLAND VIEW LN | R11-008 |
| 00912 | 001 | BEAUDOIN, JEANINE M | 47 ISLAND VIEW LN | R11-009 |
| 00812 | 001 | BEAUDOIN, PETER J | 17 ISLAND VIEW LN | R11-009-001 |
| 01496 | 001 | BEAUDOIN,PETER J & JEANNE | ISLAND VIEW LN | R11-009-002 |
| 00914 | 001 | DOW, CATHERINE P | 969 RIVER RD | R11-010 |
| 00915 | 001 | RUBIN, CARMEL A | 979 RIVER RD | R11-010-A |
| 00918 | 001 | SINGER, BERT | 999 RIVER RD | R11-012 |
| 00919 | 001 | STATE OF MAINE | RIVER RD | R11-013 |
| 00920 | 001 | BABB, RONALD J | 1046 RIVER RD | R11-014 |
| 01485 | 001 | BABB, RONALD J | RIVER RD | R11-014-001 |





Property line

SITE PROJECT

Setback

Kennebec Flower
Farm & Nursery

Flora



Google

Abgadasset River

Abgadasset River

Abgadasset River

Browns Point Rd

Browns Point Rd

PROPERTY MAP
BOWDOINHAM
MAINE

2016
(As of April 1st)



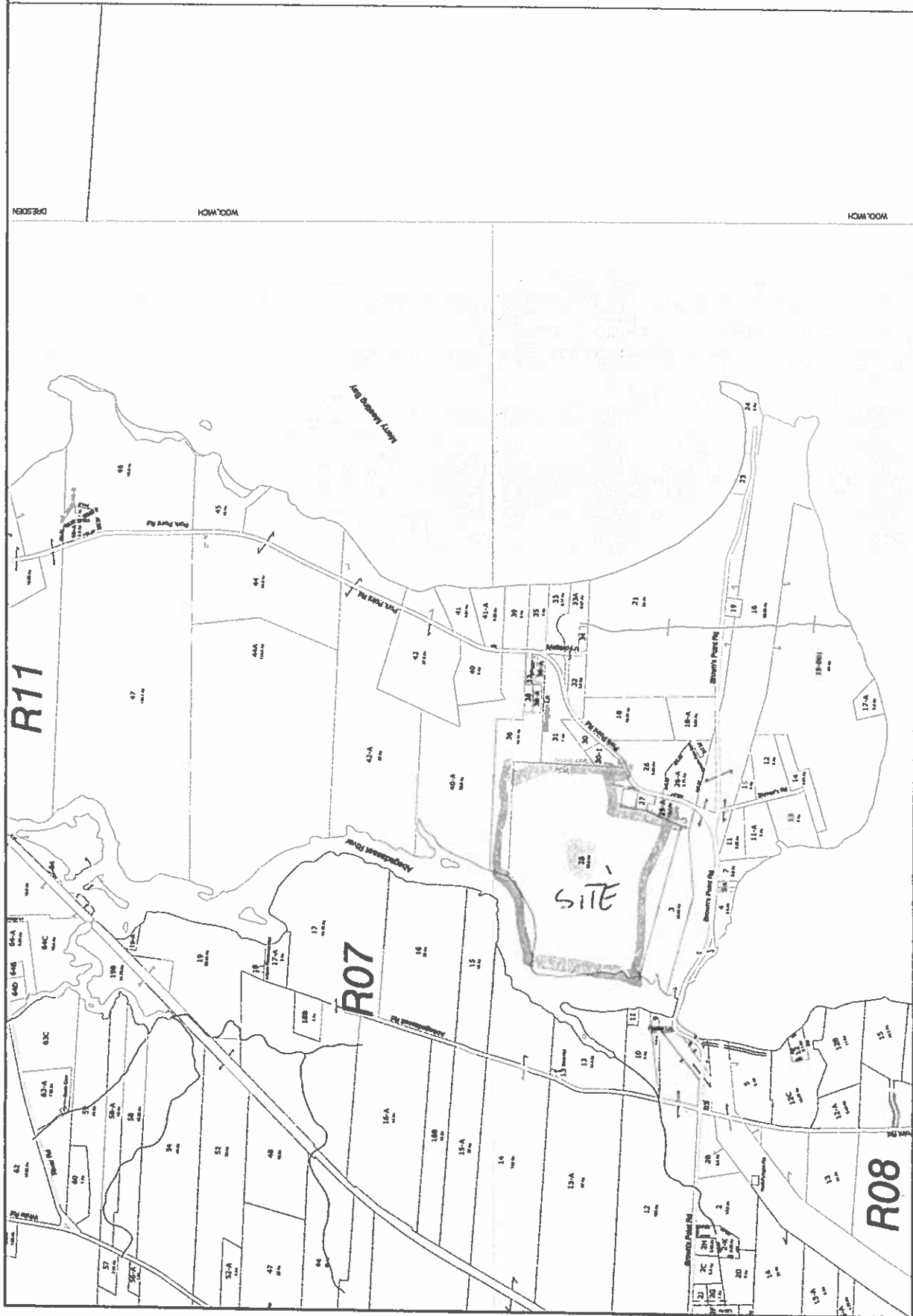
LEGEND

| | |
|----------------|------|
| UNIMPROVED LOT | 150' |
| IMPROVED LOT | 150' |
| ROAD | 150' |
| WATER | 150' |
| ... | ... |



James H. Thomas
GIS Solutions of Maine
Cumberland, Maine 04021
jht@maine.gis.com

R10



(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. §§6901, 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.

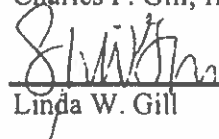
WITNESS:

Chris Loh

LANDLORD:



Charles F. Gill, III



Linda W. Gill

TENANT:

Mystique Operations LLC

Chris Loh

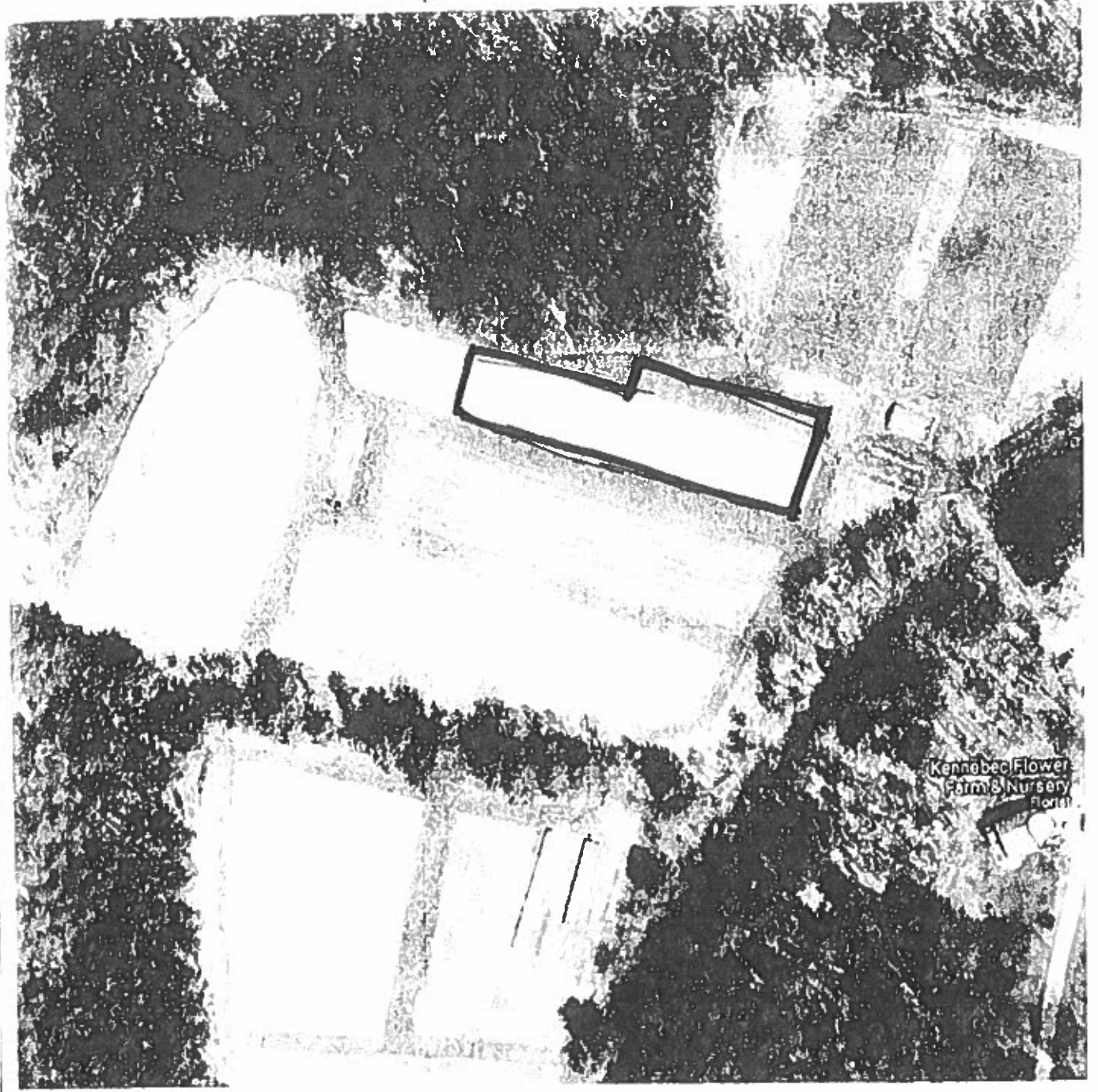
By: Jean L. O'Brien

Its: Manager

EXHIBIT A

See Attachment

Exhibit A



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 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



OFFICE OF MARIJUANA POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

OPERATING PLAN TEMPLATE CULTIVATION FACILITY

Pursuant to Section 3.5.2 of the Adult Use Marijuana Program Rule, the Department shall keep on file a copy of all facility plans, security plans, operating plans and cultivation plans, as well as copies of certifications of testing facilities. The most recent plan, whether submitted with the issuance of the marijuana establishment license, or by the subsequent approval of an application to change, shall be the Plan of Record with which the licensee must comply.

The Operating Plan is an official Plan of Record. This document and use of this template are required. The Office of Marijuana Policy (OMP) understands that an applicant or licensee may have prepared other operating documents. Although the applicant or licensee may submit additional operating documents for reference, this Operating Plan is designed to be a succinct, standalone document.

OMP recognizes that during the conditional license application process, site-specific information may not be available. An updated, site-specific Operating Plan will be required prior to active licensure.

Note: Nursery Cultivation Facilities require use of the Nursery Cultivation Facility Operating Plan, not this template.

SECTION 1: License Type
Please choose only one. A separate Operating Plan is required for each licensed establishment.

Cultivation Facility, Tier 1 (Plants) – No more than 30 mature marijuana plants.
 Cultivation Facility, Tier 1 (Canopy) – No more than 500 square feet of mature marijuana plants.
 Cultivation Facility, Tier 2 – No more than 2,000 square feet of mature marijuana plants.
 Cultivation Facility, Tier 3 – No more than 7,000 square feet of mature marijuana plants.
 Cultivation Facility, Tier 4 – No more than 20,000 square feet of mature marijuana plants.

SECTION 2: Days and Hours of Operation
In the table below, indicate the operating hours of the facility. Place an "x" in the closed column if the facility will be closed on a particular day.

As a reminder, pursuant to Section 3.4.1(C) of the Adult Use Marijuana Program Rule: Licensees shall ensure that at all times during operating hours and hours of apparent activity that there is, on-site, an individual identification cardholder authorized to cooperate with Department inspection of the premises and business records.

| | Closed | Facility Opening Hour | Facility Closing Hour |
|-----------|--------|-----------------------|-----------------------|
| Sunday | | 7:00 am | 8:00 pm |
| Monday | | 7:00 am | 8:00 pm |
| Tuesday | | 7:00 am | 8:00 pm |
| Wednesday | | 7:00 am | 8:00 pm |
| Thursday | | 7:00 am | 8:00 pm |
| Friday | | 7:00 am | 8:00 pm |
| Saturday | | 7:00 am | 8:00 pm |

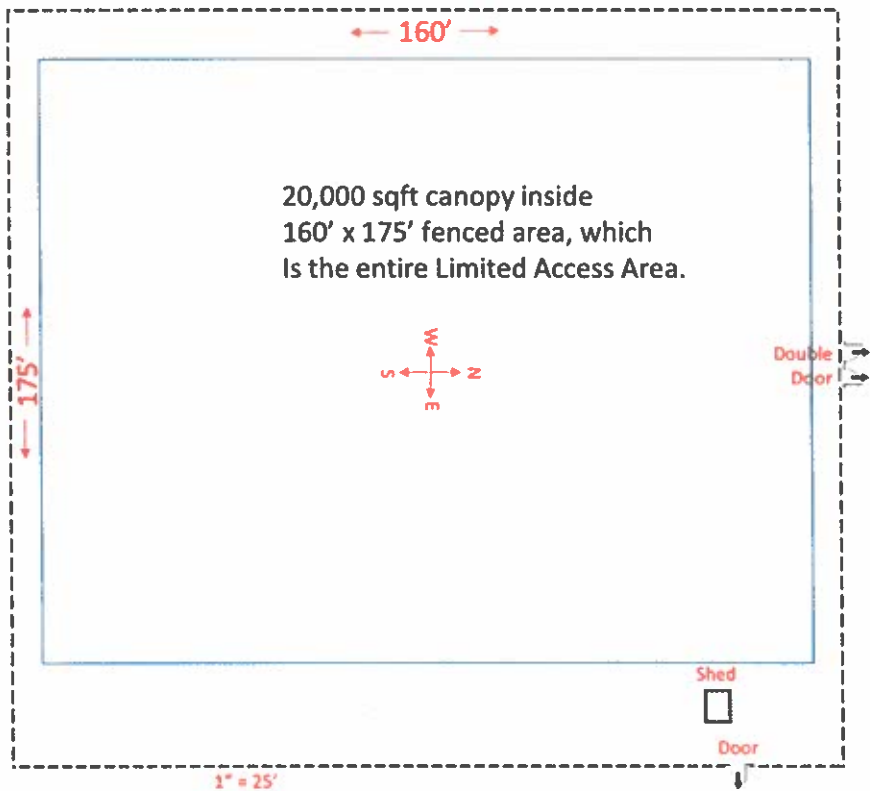
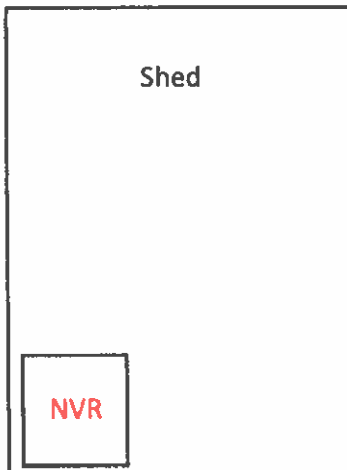
SECTION 3: Cultivation Facility Site Information

OMP recognizes that a specific location is not required during the conditional license application process. If the applicant does not have a site-specific location, provide a diagram and layout of the proposed Cultivation Facility.

1. Provide a diagram of the property on which the Cultivation Facility is located, including all point(s) of ingress/egress from the closest maintained public way, employee entrance(s), point(s) of delivery, parking area(s), and public right(s) of way. (Acceptable file formats include, but are not limited to, the following: .BMP, .GIF, .JPG, .PDF, .PNG. Diagrams may also be inserted as additional pages to the end of this form or uploaded via the online facility application process as Other Supporting Documentation.)

Section 2a Diagrams:: 160' x 175' (1" = 25')

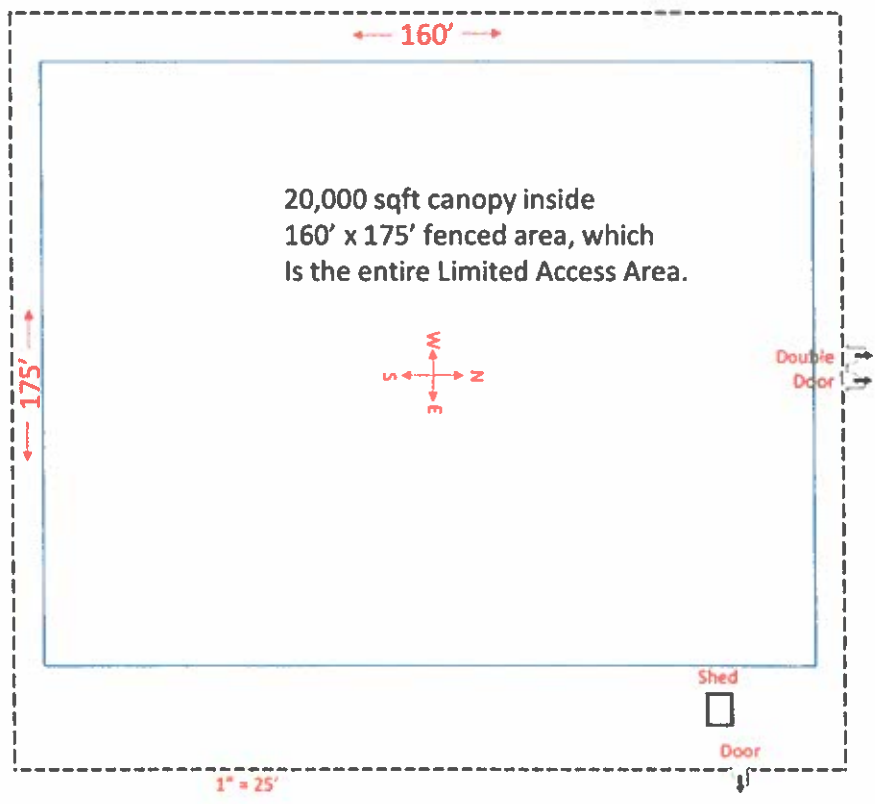
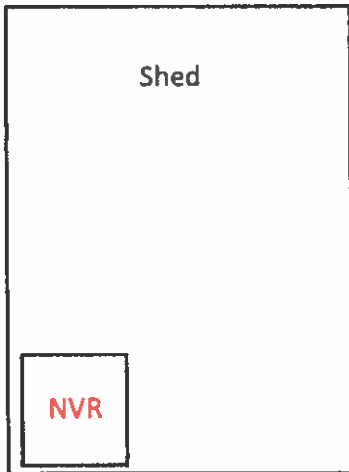
-4' wide single door at 20' from front right (northeast) corner.
-10' wide double door at 80' from front right (northeast) corner.
-77.2" x 57" Shed containing security systems and surveillance camera NVR.



2. Provide a diagram of the layout of the Cultivation Facility, including square footage of the areas in which cultivation does and does not occur and square footage of the entire facility. If the Cultivation Facility is co-located with an Adult Use Products Manufacturing Facility and/or Adult Use Marijuana Store, the diagram must clearly delineate the cultivation facility area from the other establishment(s). A Cultivation Facility that connects to another Adult Use establishment, requires at least a single, lockable door to be reflected in the diagram. (Acceptable file formats include, but are not limited to, the following: .BMP, .GIF, .JPG, .PDF, .PNG. Diagrams may also be inserted as additional pages to the end of this form or uploaded via the online facility application process as Other Supporting Documentation.)

Section 2a Diagrams:: 160' x 175' (1" = 25')

- 4' wide single door at 20' from front right (northeast) corner.
- 10' wide double door at 80' from front right (northeast) corner.
- 77.2" x 57" Shed containing security systems and surveillance camera NVR.



3. If the property is also used as a residence, describe the location of that residence within the property and plans for complete separation of the residence from the facility, including:
- Entirely separate entrances from the public right of way, and
 - That no solvent extraction using potentially hazardous extraction methods or inherently hazardous extraction methods in the same building or structure as the residence.

N/A

SECTION 4: Co-Location of Adult Use Facilities

Is this Cultivation Facility co-located with an Adult Use Products Manufacturing Facility and/or an Adult Use Marijuana Store?

Yes No

If yes, complete Section 4(a) and (b)

SECTION 4(a): Type of Adult Use Facility Co-Location

Check all that apply.

- Adult Use Products Manufacturing
 Adult Use Marijuana Store

SECTION 4(b): Co-Location of Adult Use Marijuana Establishments

Section 2.4.9(B)(2) requires the following:

The Cultivation Facility may connect to another type of establishment by a single, lockable door. Regardless of common ownership, excise tax is payable when any marijuana seedlings, immature plants, marijuana, or marijuana products pass out of the cultivation facility into another type of marijuana establishment. All marijuana to pass through a single, lockable door must be entered into the tracking system, and excise taxes shall be paid in accordance with this Rule and 28-B M.R.S. § 1001.

Describe how all applicable requirements of Section 2.4.9 of the Adult Use Marijuana Program Rule will be met, including but not limited to the requirement described above.

N/A

SECTION 5: Co-Location of Adult Use Cultivation Facility and Medical Marijuana Facilities

Is this Adult Use Cultivation Facility co-located with any medical marijuana facility?

Yes No

If yes, complete Section 5(a) and (b)

SECTION 5(a): Type of Medical Marijuana Facility Co-Location

Check all that apply

- Registered dispensary cultivation operation
 Registered caregiver's cultivation operation

SECTION 5(b): Co-Location of Adult Use Cultivation Facility and Medical Marijuana Facilities

1. List and describe all equipment with approval listing(s) to be used for cultivating both medical marijuana and adult use marijuana.

N/A

2. Describe how the licensee will ensure that each shared piece of cultivation equipment is not used simultaneously on medical marijuana and adult use marijuana, with the purpose of ensuring that medical marijuana flowers and trim remain separate from adult use marijuana flowers and trim.

N/A

3. Describe how the licensee will separately track medical marijuana and adult use marijuana and will otherwise keep them from becoming intermixed.

N/A

SECTION 6: Equipment and Approval Listing

Provide approval listing(s) for all equipment listed below.

1. List all lights, irrigation system(s), greenhouse(s) and all other equipment to be used specific to the cultivation of marijuana within the cultivation facility.

John Deere 2155, 8 foot Perfecta harrow, 5 foot Maschio rototiller, subsoiler, Honda 4-wheeler with spin spreader, lawn mower. These items do not have approval listings.

SECTION 7: Pesticides, Fungicides, Insecticides and Fertilizers

1. List all pesticides, fungicides, insecticides and fertilizers that will be present or used.

Fertilizer: Sustane 8-4-4 (replant fertilizer of Sustane, an OMRI approved fertilizer, formulation 8-4-4)

SECTION 8: Utility Plans

OMP recognizes that a specific location is not required during the conditional license application process. If the applicant does not have a site-specific location, provide plans for how the following are intended to be done.

1. Describe plans for providing electricity, water, and other utilities necessary for the normal operation of the cultivation facility.

Mystique Operations has a dedicated, metered 200 Amp service from CMP with a 100 Amp sub-panel inside the fenced grow area. We also have a Briggs & Stratton 6250 Watt generator for backup.

2. Describe plans for ventilation and filtration systems that prevent marijuana plant odors from significantly altering the environmental odor outside, while addressing the potential for mold.

This is an outdoor cultivation facility. The closest neighbor or business is 1,500 feet from the fenced-in premises. While ventilation/filtration will not be an issue, if there are any odor-related complaints arising from the operation of the facility they will be tracked and responded to promptly.

SECTION 9: Plans for Compliance with the Marijuana Legalization Act and the Adult Use Program Rules

OMP recognizes that a specific location is not required during the conditional license application process. If the applicant does not have a site-specific location, provide plans for obtaining proof of compliance with the following.

1. Describe plans for shipping and receiving of marijuana and marijuana products.

Mystique Operations has developed a standard operating procedure that aligns with the adult use marijuana program rules for shipping and receiving. The procedure applies to all staff who perform tasks related to the transport of marijuana, marijuana plants, and marijuana products receipt of delivery of marijuana and marijuana products, and/or management of marijuana and marijuana product inventory. Mystique Operations will only allow its marijuana and marijuana products to be transported by motor vehicles. Any vehicles used to transport will be insured at or above the legal requirements in Maine and equipped with a functional manufacturer-installed alarm system. Upon request by the Department, any company vehicle may be inspected. Marijuana and marijuana products may only be transported from one licensed marijuana establishment to another licensed marijuana establishment. The company will not allow delivery to customers under any circumstances. Only transport between state approved vendors with an accompanying transport manifest will be allowed. Company employees will generate a Transport Manifest for each trip using the designated Inventory Tracking System. The Transport Manifest will include, as applicable, the following information: the name, contact information, licensee premises address and license number of the licensee transporting the marijuana or marijuana products; the licensee's name, contact information, licensee premises address and license number; product name and quantity (by weight or unit) of each marijuana or marijuana product contained in each transport; date of transport and approximate time of departure; arrival date and estimated time of arrival; delivery vehicle make and model and license plate number; name, LIC number, and signature of the employee accompanying the transport; name, LIC number, and signature of licensee/employee receiving the authorized transfer; the correct sales tax identification number and/or excise tax identification number for the licensee and transferee; and damaged or refused marijuana or marijuana products being returned to the original seller. Prior to departing originating premises, employee shall ensure that they have three copies of all relevant Transport Manifests. At no time after the employee has departed from the premises, shall the employee make any changes to the Transport Manifest or void the Transport Manifest.

2. Describe plans to dispose of or destroy used, unused and waste marijuana and marijuana products.

All waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. All marijuana waste generated from normal operations, excess production, contamination, adulteration, or expiration will be securely stored, rendered unusable with more than 50% non-marijuana waste, and disposed of in a manner that ensures that it cannot be reconstituted for any kind of use or benefit, as related to its psychoactive content, by an unauthorized individual or organization. Prior to being rendered unusable marijuana waste will be securely stored within a limited access area within the licensed premises and shall be under video surveillance. The process of rendering marijuana waste unusable will occur within the limited access area of the licensed premises where surveillance cameras are permanently fixed and must occur entirely on camera. The contracted waste management company will transport all marijuana waste from the cultivation facility to a solid waste facility or landfill in compliance with local and state regulations. Facility management will ensure proper training and implementation of destruction and disposal procedures and protocols. All marijuana waste disposed of by the company will be recorded in the Inventory Tracking System, including the date and time of disposal, the employee or manager responsible, the reason for disposal (i.e. the type of waste), the lot, batch, or plant identifier (if applicable), the manner of disposal, and the quantity disposed.

3. Describe how the facility plans to prevent access to the premises by persons under age 21, including without limitation vendors and contractors.

Fencing will surround the cultivation facility and gates will be locked at all times. The entire cultivation facility space will constitute a limited access area. A "limited access area" means a building, room or other area in the licensed premises where the licensee is authorized to cultivate, process, store, weigh, manufacture, or otherwise prepare marijuana and marijuana products for sale. These areas can only be accessed by authorized individual identification cardholders or visitors 21 or older who are accompanied by an authorized individual identification cardholder. All areas through which an individual can enter or exit a limited access area will be clearly identified by a sign that is at least 8.5 inches high and 11 inches wide, composed of letters not less than a half inch in height, stating: "Pursuant to State Law, Do Not Enter—Authorized Persons Only." Company employees will check IDs of any visitors prior to allowing them to enter a limited access area and will require the visitors to sign in on the visitor log and wear the visitor badge at all times while on the licensed premise.

4. Describe how the facility plans to conduct a background screening process for employees and vendors.

Mystique Operations shall not hire any individual as an employee unless the individual meets the following criteria:
(1) Is 21 years of age or older;
(2) Has completed the fingerprinting and criminal history record check for employees of adult use marijuana establishments through the State Bureau of Identification;
(3) Does not have a disqualifying drug offense, any other disqualifying offense, adult use marijuana license revocation, medical marijuana credential revocation, outstanding court-ordered payments, past due taxes or fees or other tax delinquency;
(4) Has not had an individual identification card revoked within the previous 2 years; and
(5) Has not been subject to two or more individual identification card revocations.

After a potential employee has been identified, the prospective employee must provide a government issued photo identification card showing a date of birth that makes the applicant 21 years of age or older. The prospective employee must either present an Individual Identification Card issued by the

SECTION 10: Proof of Compliance with State and Federal Code(s)

OMP recognizes that a specific location is not required during the conditional license application process. If the applicant does not have a site-specific location, provide plans for obtaining proof of compliance with the following.

1. Provide proof of compliance with building code(s).

This information was provided as part of the supplemental application.

2. Provide proof of compliance with the National Fire Protection Association model fire code.

This information was provided as part of the supplemental application.

3. Provide proof of compliance with applicable electrical code(s).

This information was provided as part of the supplemental application.

4. Provide proof of compliance with any other applicable federal and/or state environmental requirements.

The company's counsel has been in touch with official at the Maine Department of Environmental Protection regarding air emissions permits. It is the company's understanding that no DEP permits will be required for marijuana cultivation facilities absent extenuating circumstances.

5. Provide proof of compliance with all state and federal laws regarding wastewater and waste disposal for the cultivation facility.

The company's counsel has been in touch with official at the Maine Department of Environmental Protection regarding waste disposal and wastewater discharge permits. It is the company's understanding that no DEP permits will be required for marijuana cultivation facilities absent extenuating circumstances.

6. Describe the workplace safety plan consistent with 29 CFR Part 1910, covering personal protective equipment, hazard assessment, safe equipment operation, proper application of agricultural chemicals, ladder use, hazard communication and other state and federal workplace safety requirements.

The company developed workplace safety plans that comply with 29 CFR Part 1910. The plans are kept on file at the site.

SECTION 11: Notice

The Department shall keep on file a copy of all facility plans, security plans, operating plans and cultivation plans, as well as copies of certifications of testing facilities. The most recent plan, whether submitted with the issuance of the marijuana establishment license, or by the subsequent approval of an application to change, shall be the Plan of Record with which the licensee must comply. Field Investigators will have access to all plans and will review all plans prior to an on-site assessment. Failure to comply with the Plan of Record may lead to enforcement action. Any significant changes to the Plan of Record must be approved by the Department.

Signature – This Plan of Record cannot be accepted without a signature

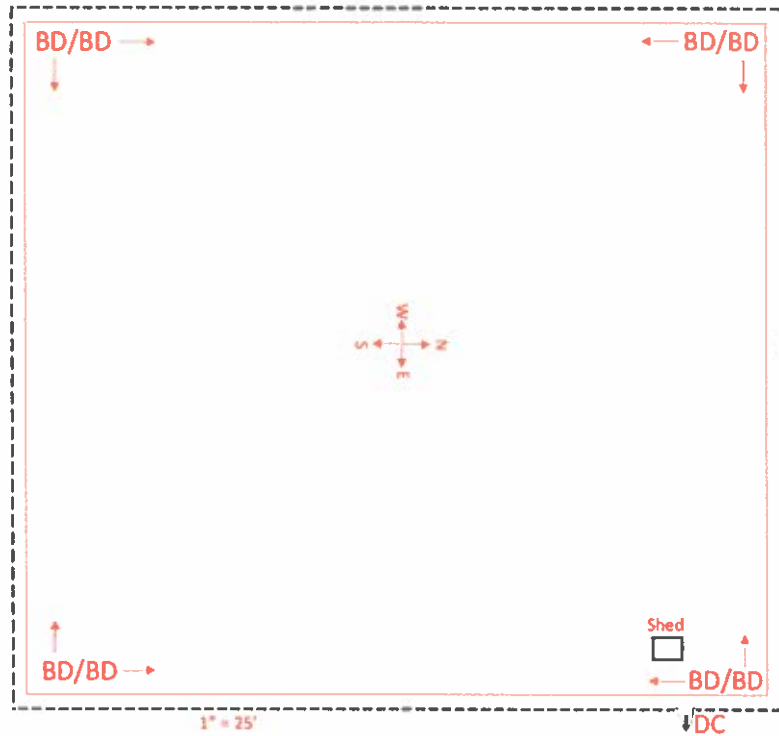
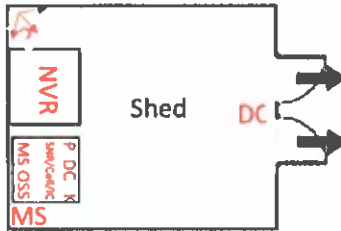
Any information contained within this Plan of Record or otherwise found, obtained, or maintained by the Department, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

| | | |
|---|------------------------------------|-------------------------------|
| Authorizing Business/Representative's Signature | | Date 7/7/2021 |
| Printed Name: Hannah E. King, Esq. | Email Address: hking@dwmlaw.com | Phone Number: 207-253-0598 |

Section 2d Alarm System:

Seacoast Security Alarm System equipment:

- Vista-128BPT, 6160 Control Panel (P)
- Outdoor rated Strobe/Siren (OSS)
- Keypad (K)
- Sea Net Radio (SNR)
- Internet Communicator (IC)
- Cell Communicator (Cell)
- Door Contacts (DC)
- Motion Sensors (MS)
- Beam Detectors (BD)



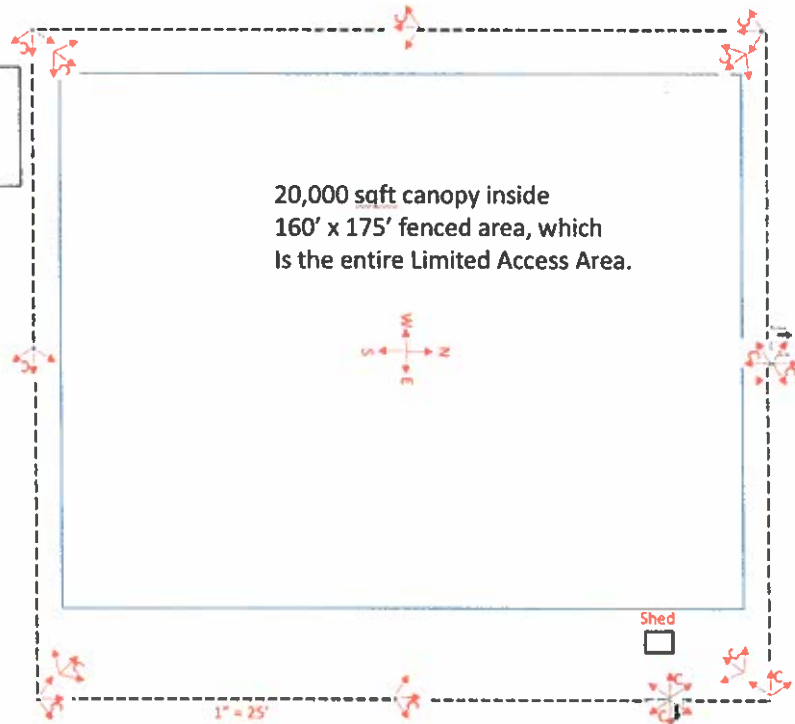
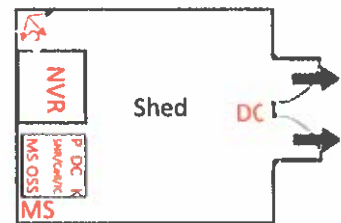
DC
Door used solely to move farm equipment in and out

Visitor entrance/ID check

Section 2e Video Surveillance:

Video Surveillance equipment list:

- Luma Surveillance 510-Series 16 Channel NVR, 20TB HDD
- 16 Luma Surveillance™ 31 Series Bullet IP Cameras



7/13/2021

50 Pork Point Rd - Google Maps

Go gle Maps 50 Pork Point Rd



Imagery ©2021 Maine GeoLibrary, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 200 ft



**STATE OF MAINE
MAINE REVENUE SERVICES**

THIS REGISTRATION CERTIFICATE FOR A
RETAILER

is issued under the provisions of MRSA, Title 36, Part 3, §1754-B to:

MYSTIQUE OPERATIONS LLC
41 MYSTIQUE WAY
AUBURN, ME 04210-3721

Registration Number: 1218989

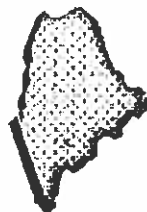
Date Issued: JULY 12 2021

Business Code: 421
Filing Frequency: ANNUAL

**IMPORTANT INFORMATION CONCERNING THIS
RETAILER'S CERTIFICATE**

This certificate must be available for inspection by the State Tax Assessor, the Assessor's representatives and agents and authorized municipal officials. This retailer's certificate verifies that this retailer and this retail location hold a valid Maine sales tax account and is authorized to collect and remit the sales tax on behalf of the State of Maine. This certificate has no expiration date. If you cease to do business in Maine please return this certificate to Maine Revenue Services.

IMPORTANT PLEASE NOTE: This retailer's certificate may NOT be used to purchase merchandise for resale tax exempt (in Maine). A resale certificate is a separate document. If you qualify to receive a resale certificate, one has been printed and mailed to you.



**STATE OF MAINE
MAINE REVENUE SERVICES
RESALE CERTIFICATE**



THIS CERTIFICATE IS VALID

JULY 13 2021 THRU DECEMBER 31 2024

| <u>Business Name and Location Address</u> | <u>Certificate Number</u> | <u>Business Type</u> |
|---|---------------------------|----------------------|
| MYSTIQUE OPERATIONS LLC 50 PORK POINT RD BOWDOINHAM ME 04008-5024 | 1218989 | MJ CULTIVR |

This is to certify that the above named business is authorized to purchase during the period indicated on this certificate: (1) tangible personal property to be resold in the form of tangible personal property, or (2) a taxable service to be resold as the same taxable service. This certificate cannot be reassigned or transferred and can only be used by the above business or its authorized employees. This certificate is void if the business has ceased operating or if the certificate has been altered.

The above named business certifies that the following is being purchased in the ordinary course of business for resale as provided above.

Presented to: _____ (Insert name of seller on photocopy) _____ (date) Presented by: _____ Authorized Signature (purchaser) _____ (date)

DO NOT WRITE ON THIS ORIGINAL FORM

The document printed above is your new Resale Certificate. **Retain this copy as an original in your file.** This certificate is valid only for the period indicated.

Prior to the expiration of this certificate, Maine Revenue Services will automatically renew and reissue a new resale certificate for the next period if:

- your account is active; and
- you have reported \$3,000 or more in gross sales during the previous 12 months

Make copies of this original, fill in the appropriate data and provide it to the vendors from whom you make purchases for resale.

If you cease doing business, this certificate is void and must be returned to Maine Revenue Services.

Use of a resale certificate to make purchases not intended for resale is a criminal offense.

If you have any questions regarding this document, please call (207) 624-9693.

| Account | Card | Name | Location | Map/Lot |
|---------|------|---------------------------|------------------------|-------------|
| 00598 | 001 | BOIS, MICHAEL J | RIVER RD | R06-058-A |
| 00599 | 001 | MaCLEOD, JAMES C (JT) | 88 CARDING MACHINE RD | R06-111 |
| 00600 | 001 | STOCKFORD, DANIEL C | 112 CARDING MACHINE RD | R06-112 |
| 00601 | 001 | EBERT, MICHAEL C | 128 CARDING MACHINE RD | R06-114 |
| 00616 | 001 | GUERIN, KATHY A | 15 WILDES RD | R07-001 |
| 00617 | 001 | IRELAND, TERRANCE L | 118 BROWNS POINT RD | R07-001-A |
| 00618 | 001 | VARNEY, ALAN D | BROWNS POINT RD | R07-001-B |
| 00619 | 001 | MORGAN, ROBERT A | 44 BROWNS POINT RD | R07-001-C |
| 00620 | 001 | SMITH, CLINTON | 54 BROWNS POINT RD | R07-001-D |
| 00621 | 001 | COFFIN, ALAN | 60 BROWNS POINT RD | R07-001-E |
| 00622 | 001 | OGILBY, HENRY A | 66 BROWNS POINT RD | R07-001-F |
| 00658 | 001 | HAYWARD, SAMUEL | 102 BROWNS POINT RD | R07-001-F-1 |
| 00623 | 001 | PAGE-CONWAY, JANE | 13 WILDES RD | R07-001-G |
| 01253 | 001 | ROUSSEAU, GARY | 136 BROWNS POINT RD | R07-001-H |
| 00624 | 001 | OH, HIEYOUNG W (JT) | 257 BROWNS POINT RD | R07-002 |
| 00625 | 001 | LEECH, ALLAN R | 6 WILDES RD | R07-002-A |
| 00626 | 001 | CONNORS, FRANK D | BROWNS POINT RD | R07-002-B |
| 00627 | 001 | ADAMS, JEFFREY C | 223 BROWNS POINT RD | R07-002-C |
| 00628 | 001 | HUBBARD, JAMES | 209 BROWNS POINT RD | R07-002-D |
| 00629 | 001 | ENGLER, PETER M | 32 WILDES RD | R07-002-E |
| 00630 | 001 | EDMONDSON, SYLVIA R | 203 BROWNS POINT RD | R07-002-F |
| 00631 | 001 | CAVENDISH, CHRISTOPHER S, | 207 BROWNS POINT RD | R07-002-G |
| 01316 | 001 | TOMKO, KATHERINE | 239 BROWNS POINT RD | R07-002-H |
| 01317 | 001 | BRAGDON, EDWARD | BROWNS POINT RD | R07-002-J |
| 01427 | 001 | FRANK, SHAWN | 245 BROWNS POINT RD | R07-002-K |
| 01276 | 001 | BOWDOINHAM HISTORICAL | 2 CENTERS POINT RD | R07-003 |
| 00633 | 001 | CENTRAL MAINE POWER CO | BROWNS POINT RD | R07-004-T |
| 00634 | 001 | TRACY, LEE | 28 CENTERS POINT RD | R07-005 |
| 00640 | 001 | BURRELL, STEWART F | 11 FOSTER LN | R07-009 |
| 00641 | 001 | BURRELL, RONALD D. | 15 FOSTER LN | R07-010 |
| 01776 | 001 | BURRELL, SHYLO M | 14 FOSTER LANE | R07-010-A |
| 00642 | 001 | ROYAL, KAREN L | 23 FOSTER LN | R07-011 |
| 00643 | 001 | BLAKE, BRADFORD D | 10 ABBAGADASSETT RD | R07-012 |
| 00644 | 001 | MCQUEENEY, PATRICIA A | 39 ABBAGADASSETT RD | R07-013 |
| 01504 | 001 | BLAKE, BRADFORD D | ABBAGADASSETT RD | R07-013-A |
| 00645 | 001 | WARD, DENHAM S | 95 ABBAGADASSETT RD | R07-014 |
| 00646 | 001 | NORRIS, PENELOPE A | 111 ABBAGADASSETT RD | R07-015 |
| 01250 | 001 | SQUIBNOCKET, LLC | 112 ABBAGADASSETT RD | R07-015-A |
| 00647 | 001 | PROUT,DAVID A & HARRY C | 145 ABBAGADASSETT RD | R07-016 |
| 00648 | 001 | PROUT, HARRY C | 142 ABBAGADASSETT RD | R07-016-A |
| 00649 | 001 | PAULINE J. PROUT LIVING | 134 ABBAGADASSETT RD | R07-016-B |
| 00651 | 001 | FRUMER, JOHN D | 177 ABBAGADASSETT RD | R07-017 |
| 00652 | 001 | DUNLAP, ALBERT A (HEIRS) | ABBAGADASSETT RD | R07-017-A |
| 00615 | 001 | OKOLITA, KATHLEEN M | 200 ABBAGADASSETT RD | R07-018-B |
| 00655 | 001 | FRUMER, JOHN D | 273 ABBAGADASSETT RD | R07-019 |
| 00656 | 001 | EATON, THOMAS O | 275 ABBAGADASSETT RD | R07-019-A |
| 00657 | 001 | FRUMER, JOHN D | 280 ABBAGADASSETT RD | R07-019-B |
| 01591 | 001 | FERRANTI, DARRAGH E | 6 ELLIOT LANE | R07-021-001 |
| 01592 | 001 | HEMOND, LARRY R | 10 ELLIOT LANE | R07-021-002 |

Real Estate
Account List by Map/Lot

| Account | Card | Name | Location | Map/Lot |
|----------------|-------------|-------------------------|-----------------------|----------------|
| 01585 | 001 | TREMBLEY, GLENDON W | 23 PIPER LANDING LANE | R09-051-009 |
| 00834 | 001 | CENTRAL MAINE POWER CO | BAY RD | R09-051-A |
| 01499 | 001 | TROEMNER, ROBERT W III | 134 BAY RD | R09-051-B |
| 00836 | 001 | BURROUGHS, FRANKLIN G | 133 BAY RD | R09-052 |
| 00837 | 001 | WING, BRUCE C | 111 BAY RD | R09-053 |
| 00838 | 001 | ROTH, DONNA A | 24 WALLENTINE RD | R09-055 |
| 00839 | 001 | HAMRICK, GARRET L | 80 WALLENTINE RD | R09-055-A |
| 00840 | 001 | WALLENTINE, ANDREW B | 114 WALLENTINE RD | R09-055-B |
| 00841 | 001 | LILLEY, JASON M | 108 WALLENTINE RD | R09-055-C |
| 00754 | 001 | GIVEN, CRAIG G | 107 WALLENTINE RD | R09-055-D |
| 00842 | 001 | PATCHELL, GARY | 85 WALLENTINE RD | R09-055-E |
| 01530 | 001 | STATE OF MAINE | WALLENTINE RD | R09-055-F |
| 01555 | 001 | WALLENTINE, ANDREW B | 122 WALLENTINE RD | R09-055-G |
| 01560 | 001 | ROTH, DONNA A | WALLENTINE RD | R09-055-H |
| 01777 | 001 | WILDES, GILBERT W JR | 94 WALLENTINE RD | R09-055-I |
| 00843 | 001 | CRAIG, WILLIAM S | 81 WALLENTINE RD | R09-056 |
| 01600 | 001 | HUNTON, JOHN C K JR | 25 WALLENTINE ROAD | R09-057 |
| 01611 | 001 | SMITH DEBLIEU, JANICE K | 55 WALLENTINE RD | R09-058 |
| 00847 | 001 | WEST, ELIZABETH A | 402 BROWNS POINT RD | R10-003 |
| 00848 | 001 | GILLIS, CHESTER A | 419 BROWNS POINT RD | R10-004 |
| 00849 | 001 | CURTIS LIVING TRUST | 421 BROWNS POINT RD | R10-005 |
| 00850 | 001 | CURTIS LIVING TRUST | BROWNS POINT RD | R10-006 |
| 00851 | 001 | KALLOCH, MONTGOMERY | 431 BROWNS POINT RD | R10-007 |
| 00855 | 001 | BOUCHARD, ANDREW R | 444 BROWNS POINT RD | R10-011 |
| 00856 | 001 | STEVENS, DEXTER III | STEVENS RD | R10-011-A |
| 00857 | 001 | QUAVACOOK LLC | 30 STEVENS RD | R10-012 |
| 00859 | 001 | SCOTT, LEE M | 29 STEVENS RD | R10-013 |
| 00860 | 001 | FRIEDMAN, ED | 42 STEVENS RD | R10-014 |
| 00861 | 001 | BROWNS POINT FARMLAND, | STEVENS RD | R10-015 |
| 00862 | 001 | CENTRAL MAINE POWER CO | PORK POINT RD | R10-016 |
| 00639 | 001 | CENTRAL MAINE POWER | BROWNS POINT ROAD | R10-016-T |
| 00863 | 001 | HODGKINS, PHILIP C | 513 BROWNS POINT RD | R10-017-A |
| 00864 | 001 | MACKENZIE, ROLAND | 75 PORK POINT RD | R10-018 |
| 00865 | 001 | CHRISTOPHER, GEORGE M | 496 BROWNS POINT RD | R10-018-A |
| 00866 | 001 | CUTKO, ANDREW R | 555 BROWNS POINT RD | R10-019 |
| 00669 | 001 | BROWNS POINT FARMLAND, | BROWNS POINT RD | R10-019-001 |
| 00867 | 001 | FINDLEY,SARAH B & ALLEN | 598 BROWNS POINT RD | R10-021 |
| 00868 | 001 | BROWNS POINT FARMLAND, | BROWNS POINT RD | R10-023 |
| 00869 | 001 | HALL, TRACEY M | 643 BROWNS POINT RD | R10-024 |
| 00871 | 001 | SCHERZER, PAUL A | 26 PORK POINT RD | R10-025-A |
| 00872 | 001 | MCKENNA, EUGENE R JR | 57 PORK POINT RD | R10-026 |
| 00435 | 001 | WEBSTER, ELISABETH M | 29 PORK POIN ROAD | R10-026-A |
| 00873 | 001 | DUNN, PEGGY P | 40 PORK POINT RD | R10-027 |
| 00874 | 001 | GILL, CHARLES F III | 50 PORK POINT RD | R10-028 |
| 00875 | 001 | GILL, CHARLES F III | 46 PORK POINT RD | R10-028-A |
| 00877 | 001 | FRIZZLE, GORDON R | 86 PORK POINT RD | R10-030 |
| 00845 | 001 | FRIZZLE, TOBEY W | 74 PORK POINT RD | R10-030-001 |
| 00878 | 001 | HANSON, ALAN L | 100 PORK POINT RD | R10-031 |
| 00879 | 001 | BOUCHER, DONALD | 107 PORK POINT ROAD | R10-032 |

| Account | Card | Name | Location | Map/Lot |
|---------|------|----------------------------|--------------------|---------------|
| 01762 | 001 | VOSE, PAUL H | PORK POINT ROAD | R10-032-A |
| 00880 | 001 | HOERNER, BROOKE (JT) | 4 MALLARD LN | R10-033 |
| 01702 | 001 | KARONIS, PETER | MALLARD LANE | R10-033-A |
| 00881 | 001 | COLBY, NANCY L | 10 MALLARD LN | R10-034 |
| 00882 | 001 | BEAN, LISA NOBLE | 133 PORK POINT RD | R10-035 |
| 00883 | 001 | NOBLE, NORMAN JR | PORK POINT RD | R10-036 |
| 00884 | 001 | CHASE, KENNETH M SR | 8 BILLINGTON LN | R10-036-A |
| 00885 | 001 | BILLINGTON, SHAWN E SR | 7 BILLINGTON LANE | R10-037 |
| 00886 | 001 | CROOKER, RANDY N | 15 BILLINGTON LANE | R10-038 |
| 01271 | 001 | HARRIMAN, HOPE L | 17 BILLINGTON LANE | R10-038-A |
| 00887 | 001 | JAMES W. WHITNEY LIVING | 145 PORK POINT RD | R10-039 |
| 00888 | 001 | THIRLWALL, DARCY K | 158 PORK POINT RD | R10-040 |
| 00889 | 001 | STATE OF MAINE | PORK POINT RD | R10-040-A |
| 01659 | 001 | KARONIS, PETER J | PORK POINT RD | R10-041 |
| 01676 | 001 | KARONIS, PETER J | PORK POINT RD | R10-041-A |
| 00891 | 001 | BENJAMIN, LAURA E | 198 PORK POINT RD | R10-042 |
| 00893 | 001 | WRIGHT, CARY (DOUGHTY) | 233 PORK POINT RD | R10-042-A |
| 00894 | 001 | ALLEN, BETHANY L | 204 PORK POINT RD | R10-044 |
| 00609 | 001 | MAINE DEPT. OF INLAND FISH | PORK POINT ROAD | R10-044-A |
| 00653 | 001 | KENNEBEC ESTUARY LAND | PORK POINT ROAD | R10-045 |
| 00896 | 001 | STATE OF MAINE | PORK POINT RD | R10-046 |
| 00897 | 001 | MCKELVEY, KIRK B | 359 PORK POINT RD | R10-046-A |
| 01346 | 001 | STANTON, WILLIAM A | 361 PORK POINT RD | R10-046-B |
| 00898 | 001 | STATE OF MAINE | PORK POINT RD | R10-047 |
| 00901 | 001 | BILLINGS, GLENN B | 777 RIVER RD | R11-001 |
| 00902 | 001 | FERDICO,JOHN N & | 402 PORK POINT RD | R11-002 |
| 01289 | 001 | STATE OF MAINE | PORK POINT RD | R11-002-A |
| 00905 | 001 | STATE OF MAINE | PORK POINT RD | R11-006 |
| 00906 | 001 | LAMB, JOYCE I | 461 PORK POINT RD | R11-006-A |
| 00907 | 001 | WALCHLI, JOHN C | 948 RIVER RD | R11-007 |
| 00247 | 001 | SMAHA, ADAM J | 10 HUNTER LANE | R11-007-002-A |
| 00269 | 001 | DREHOBL, ZACHARY D (JT) | 16 HUNTER LANE | R11-007-002-B |
| 00308 | 001 | CLARK, DEANDRA L | 20 HUNTER LANE | R11-007-003-A |
| 00338 | 001 | LESURE, KEVIN S (JT) | 21 HUNTER LANE | R11-007-003-B |
| 01599 | 001 | STATE OF MAINE | RIVER RD | R11-007-004 |
| 00908 | 001 | WHITEHOUSE, JEREMY H | 5 HUNTER LANE | R11-007-A |
| 00119 | 001 | VERIZON WIRELESS | 948 RIVER ROAD | R11-007-ON |
| 01505 | 001 | AT&T MOBILITY (IN | 948 RIVER RD | R11-007-ON |
| 01731 | 001 | U.S. CELLULAR | 948 RIVER ROAD | R11-007-ON |
| 00910 | 001 | DAVIS, BROOKE N | 8 ISLAND VIEW LN | R11-008 |
| 00912 | 001 | BEAUDOIN, JEANINE M | 47 ISLAND VIEW LN | R11-009 |
| 00812 | 001 | BEAUDOIN, PETER J | 17 ISLAND VIEW LN | R11-009-001 |
| 01496 | 001 | BEAUDOIN,PETER J & JEANNE | ISLAND VIEW LN | R11-009-002 |
| 00914 | 001 | DOW, CATHERINE P | 969 RIVER RD | R11-010 |
| 00915 | 001 | RUBIN, CARMEL A | 979 RIVER RD | R11-010-A |
| 00918 | 001 | SINGER, BERT | 999 RIVER RD | R11-012 |
| 00919 | 001 | STATE OF MAINE | RIVER RD | R11-013 |
| 00920 | 001 | BABB, RONALD J | 1046 RIVER RD | R11-014 |
| 01485 | 001 | BABB, RONALD J | RIVER RD | R11-014-001 |

GILL GALLERY

Woods

Woods

Emerson

75'

100'

75'

150

ward
Painting
area

Flagged line

Flagged line

5

175

work
area

10 foot wood
door

Main
Door

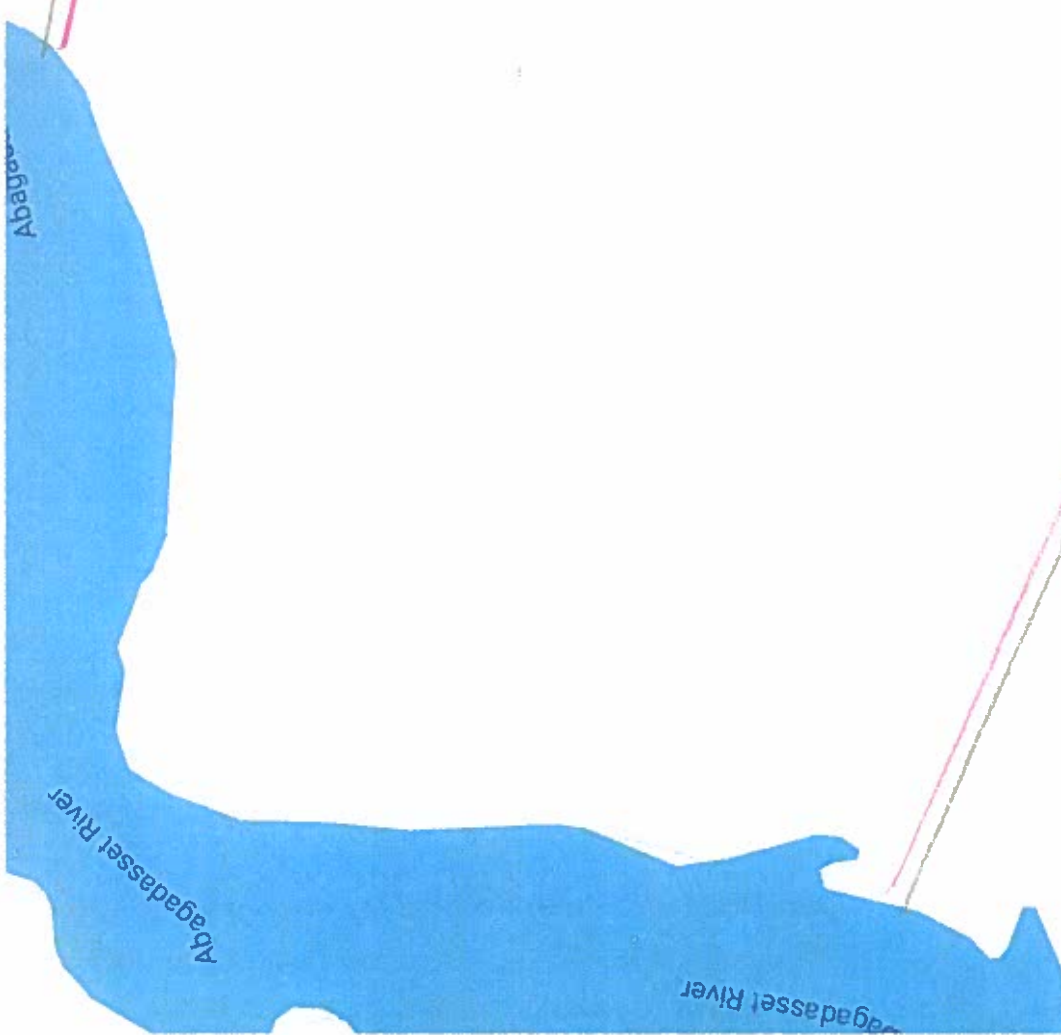
Main
Door

Woods

Woods

160





Property line

X project site

Setback

Kennebec Flower Farm & Nursery Florist



Park Point Rd

Park Point Rd

Browns Point Rd

Browns Point Rd

PROPERTY MAP
BOWDOINHAM
MAINE

2016
(as of April 1st)



LEGEND

| | | | |
|---------------------|-----|-------------------|-----|
| ASSESSING MAP NO. | U01 | LOT DIMENSIONS | 15' |
| PARTIAL HEADS | 22 | PROPERTY VALUES | 1.4 |
| SUBDIVISION LOT NO. | Ⓢ | BOUNDARY OF TRACT | --- |
| | | BOUNDARY | --- |



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R10

