



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 shall be based on the level of the business's Site Plan Permit or as determined by the Town Planner:

Tier II Permit – five hundred (\$500) dollars

Tier III Permit – one thousand (\$1,000) dollars.

Business Information:

Name of Business: Mystique of Maine LLC

Name of Corporation /LLC (if different): _____

Business Mailing: 200 Riverside Industrial Parkway, Portland, ME 04103

Business Telephone: 207-939-8299

Owner's Name: Sean O'Brien

Owner Mailing Address: 159 Woodlands Drive, Falmouth, ME

Owner Telephone: 207 939-8299

Owner's Legal Residence: same

Agent/Applicant Information:

Name: Chas Gill
Mailing: 50 Pork Point Road, Bowdoinham, ME
Address: 04668
Telephone: 207 841 3793
Contractor Agent – Certification: N/A

Property Owner Information:

Name: Chas + Lynda Gill
Mailing Address: 50 Pork Point Road, Bowdoinham, ME
Telephone: 207 841 3793

Property Information:

Map/Lot Number: R101024
Property Address: 50 Pork Point Road, Bowdoinham

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:

20,000 sf Adult use outdoor grow
7,000 sf adult use outdoor grow

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).
- 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;

[Signature] 5/5/21
Applicant Signature Date

Chas Gill
Print Name

FOR OFFICE USE ONLY

Date Received: 5/13/21 Total Fees Paid: 500.00

Michael Bernard 5/13/21
Signed Date

PROJECT DESCRIPTION

Project description for an adult use cannabis grow.

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

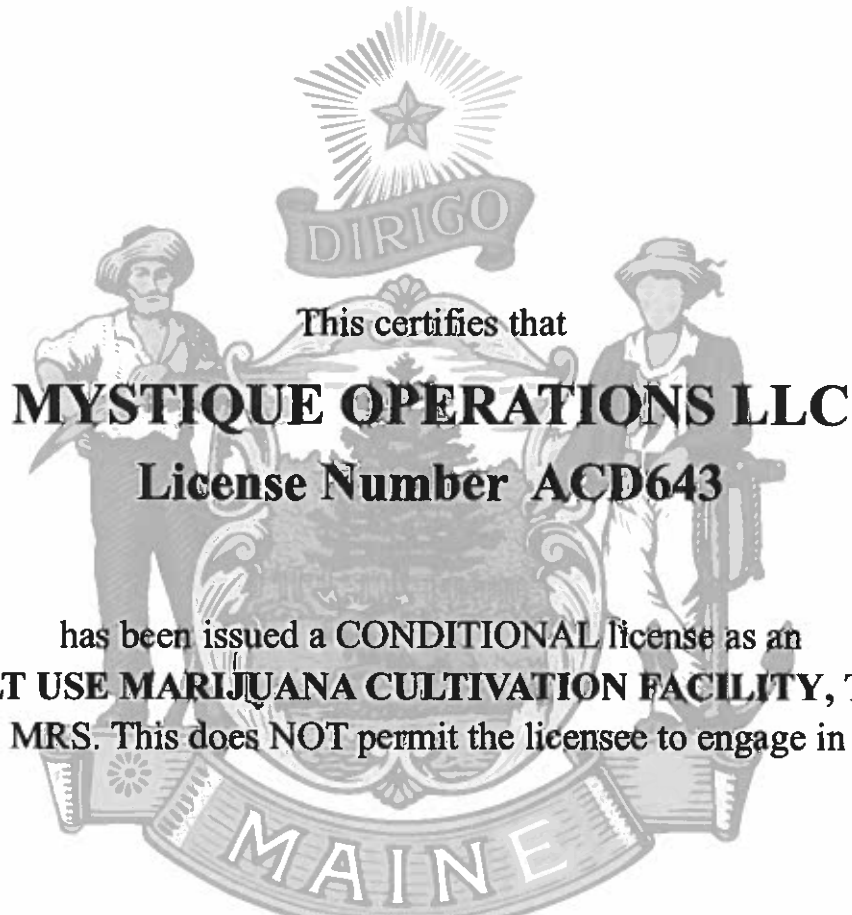
Project will contain a 20,000 sf and a contiguous 7,000 sf outdoor cannabis grow. This is the total canopy of plant material. Mystique Operations is leasing the property and will own the crop. Kennebec Flower Farm will operate the grow along with Mystique employees. Plants will be started on site and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

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

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

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

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



This certifies that


MYSTIQUE OPERATIONS LLC
License Number ACD643

has been issued a **CONDITIONAL** license as an
ADULT USE MARIJUANA CULTIVATION FACILITY, TIER 4
under 28-B MRS. This does **NOT** permit the licensee to engage in any activity.

NOTE: THIS IS NOT AN ACTIVE LICENSE

Issued on:
March 19, 2021

Expires on:
March 18, 2022



Erik Gundersen, Director
OFFICE OF MARIJUANA POLICY
MAINE ADULT USE MARIJUANA
PROGRAM

To make a complaint about this licensed Adult Use Marijuana Establishment:
Email: Licensing.OMP@maine.gov

The Conditional License for ACD643 has been issued based on the following organizational structure:

Principals:

SEAN BENJAMIN O'BRIEN, MANAGER
CARL JOHN LEFEVRE, MANAGER
CHRISTOPHER JAMES LEFEVRE, MANAGER

Owners:

33.33% - SEAN O'BRIEN
26.67% - CARL LEFÈVRE
26.67% - CHRISTOPHER LEFÈVRE
13.33% - CINDY WILSON

NOTICE: This conditional license was issued based upon the information indicated above and submitted on application forms provided by the conditional licensee. The conditional licensee acknowledged and affirmed that the foregoing information was truthful and complete in the presence of a notary. Any changes to the information indicated above must be timely reported to the Office of Marijuana Policy and may affect the conditional licensee's licensure status. A conditional licensee will be required, at a minimum, to obtain a new local authorization based upon any changes to the entity ownership structure listed above.



OFFICE OF MARIJUANA POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

Maine Adult Use Local Authorization Form

This Local Authorization Form must be completed by the proposed municipality or the Maine Land Use Planning Commission. The authorized local official responsible for completing this Form must forward the Form and **all required attachments** to the Office of Marijuana Policy at Licensing.OMP@maine.gov or 162 State House Station, Augusta, Maine 04333.

If the authorized local official in receipt of this Form has not recently met with the Office of Marijuana Policy to discuss the local authorization process and OMP's expectations for completion of this Form, please contact Tracy Jacques, Director of Licensing, at Licensing.OMP@maine.gov or (207) 530-7389 prior to filling it out.

Section 1: License Information. Information generated by the Office of Marijuana Policy.					
Business Legal Name: MYSTIQUE OPERATIONS LLC		Business DBA:		Conditional License Number: ACD643	
License Type: ADULT USE MARIJUANA CULTIVATION FACILITY, TIER 4					
Mailing Address: 84 MARGINAL WAY STE 600 PORTLAND, ME 04101-2473		Facility Phone: +1 (207) 253-0598			
		Primary Contact Person: HANNAH E. KING, ESQ.			
		Primary Contact Email: mdumas@dwmlaw.com			
Section 2: Marijuana Establishment and Local Authorization Information. This section to be completed by the Municipality/Maine Land Use Planning Commission in receipt of request for Local Authorization.					
Physical Location of Establishment (include unit number)		Municipality/Town/Plantation/Township	County	State	ZIP
Tax Map #:		Tax Lot #:			
Owner of Record of the Physical Location Listed Above:					
Date Local Authorization Form Presented to the Municipality/Maine Land Use Planning Commission:			Date Local Authorization Form Approved by Municipality/Maine Land Use Planning Commission:		
If you are requesting Local Authorization from a <i>municipality</i> , complete Section 3.					
If you are requesting Local Authorization from a <i>town, plantation or township in the unorganized and deorganized areas</i> through the Maine Land Use Planning Commission, complete Section 4.					
Section 3: Local Authorization of Marijuana Establishments within Municipalities. This section to be completed by the Municipality in receipt of request for Local Authorization.					
Section 3(a): Request for local authorization to operate marijuana establishment in municipality prohibited unless authorized by municipal ordinance or warrant article. A person seeking to operate a marijuana establishment within a municipality may not request local authorization to operate the marijuana establishment and a municipality may not accept as complete the person's request for local authorization unless the following questions are answered in the affirmative.					
1. Has the legislative body of the municipality voted to adopt a new ordinance, amend an existing ordinance or approve a warrant article allowing some or all types of marijuana establishments within the municipality, including the type of marijuana establishment the person seeks to operate as indicated in the "License Type" box of Section 1 of this form?					

Yes No

2. Is a copy the local ordinance, warrant article, or other local regulation authorizing the siting of this establishment attached or included with the submission of this form?
 Yes No

Section 3(b): Minimum authorization criteria. A municipality may not authorize the operation of a marijuana establishment within the municipality unless the following questions are answered in the affirmative.

1. Is the marijuana establishment proposed to be located equal to or greater than 1,000 feet of the property line of a preexisting public or private school? If the municipality by ordinance or other regulation prohibits the location of marijuana establishments at distances less than 1,000 feet but not less than 500 feet from the property line of a preexisting public or private school, that lesser distance applies.
 Yes No
2. Has the person requesting local authorization to operate the marijuana establishment demonstrated possession or entitlement to possession of the proposed licensed premises of the marijuana establishment?
 Yes No

If yes, briefly explain:

Section 3(c): Local authorization required for operation of marijuana establishment within municipality. A person may not operate a marijuana establishment within a municipality unless the following questions are answered in the affirmative.

1. Has the person obtained all applicable municipal approvals, permits, or licenses that are required by the municipality for the operation of this type of adult use marijuana establishment? By selecting "yes" below, the municipality is affirming that all municipal approvals, permits, or licenses have been approved, granted, or issued and no further action by the municipality is required prior to the Office of Marijuana Policy's issuance of an active license. The Office of Marijuana Policy encourages the municipality to coordinate the issuance date of a local license with the Office when appropriate.
 Yes No
2. Is a list and copy of all applicable approvals, permits, or licenses with the issuance and expiration dates attached or included with the submission of this form? The Office of Marijuana Policy encourages the municipality to coordinate the issuance date of a local license with the Office when appropriate.
 Yes No

Section 4: Local Authorization of Marijuana Establishments within Towns, Plantations and Townships in the Unorganized and Deorganized Areas. This section to be completed by the Maine Land Use Planning Commission in receipt of request for Local Authorization.

Section 4(a): Request for local authorization to operate marijuana establishment in town, plantation or township in unorganized and deorganized areas prohibited unless generally allowed by town or plantation or by county commissioners on behalf of township. A person seeking to operate a marijuana establishment within a town, plantation or township located within the unorganized and deorganized areas may not request local authorization unless one of the following questions is answered in the affirmative.

1. In the case of a town or plantation, the legislative body of the town or plantation has voted to allow some or all types of marijuana establishments within the town or plantation, including the type of marijuana establishment the person seeks to operate as indicated in the "License Type" box of Section 1 of this form?
 Yes No Not applicable
2. In the case of a township, the county commissioners of the county in which the township is located have voted to allow some or all types of marijuana establishments within the township, including the type of marijuana establishment the person seeks to operate as indicated in the "License Type" box of Section 1 of this form?
 Yes No Not applicable

Section 4(b): Minimum authorization criteria. The Maine Land Use Planning Commission may not certify to the Department local authorization of a marijuana establishment within a town, plantation or township located within the unorganized and deorganized areas unless the following questions are answered in the affirmative.

1. Is the marijuana establishment proposed to be located equal to or more than 1,000 feet of the property line of a preexisting public or private school? If the Maine Land Use Planning Commission prohibits the location of marijuana establishments at distances less than 1,000 feet but not less than 500 feet from the property line of a preexisting public or private school, that lesser distance applies.
 Yes No
2. Has the person requesting local authorization to operate the marijuana establishment demonstrated possession or entitlement to possession of the proposed licensed premises of the marijuana establishment pursuant to a lease, rental agreement or other arrangement for possession of the premises (specify: _____) or by virtue of ownership of the premises?
 Yes No

Section 4(c): Local authorization required for operation of marijuana establishment in town, plantation or township in unorganized and deorganized areas. A person may not operate a marijuana establishment within a town, plantation or township located within the unorganized and deorganized areas unless the following questions are answered in the affirmative.

1. Has the town, plantation or, in the case of a township, the county commissioners of the county in which the township is located, certified to the Maine Land Use Planning Commission that the person has obtained all applicable local approvals, permits or licenses not relating to land use planning and development? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is a copy of the certification including a list of all applicable approvals, permits, or licenses not relating to land use planning and development with the issuance and expiration dates attached or included with the submission of this form? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Has the person obtained all applicable Maine Land Use Planning Commission approvals, permits, or licenses that are required for the operation of this type of adult use marijuana establishment? By selecting "yes" below, the Maine Land Use Planning Commission is affirming that all Maine Land Use Planning Commission approvals, permits, or licenses have been approved, granted, or issued and no further action by the Maine Land Use Planning Commission is required prior to the Office of Marijuana Policy's issuance of an active license. The Office of Marijuana Policy encourages the Maine Land Use Planning Commission to coordinate the issuance date of a local license with the Office when appropriate. <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Is a list and copy of all applicable Maine Land Use Planning Commission approvals, permits, or licenses with the issuance and expiration dates attached or included with the submission of this form? The Office of Marijuana Policy encourages Maine Land Use Planning Commission to coordinate the issuance date of a local license with the Office when appropriate. <input type="checkbox"/> Yes <input type="checkbox"/> No

Statutory Guidance for Municipalities/Maine Land Use Planning Commission

Pursuant to 28-B M.R.S. §§ 402-403, failure to act on a person's request for local authorization to operate a marijuana establishment in a municipality, town, plantation, or township in an unorganized and deorganized area does not satisfy the local authorization requirement.

Typically, a request for local authorization should be approved or denied within 90 days. For additional information regarding failure to act on a person's request for local authorization and result appeal rights, see 28-B M.R.S. §§402-403.

Pursuant to 28-B M.R.S. §406, any changes in the status of local authorization require notification to the Office of Marijuana Policy within 14 days of the date on which the change occurs, including without limitation, withdrawing authorization or suspending or revoking a local license for the operation of a marijuana establishment.

The completed Maine Adult Use Local Authorization Form can be emailed to the Office of Marijuana Policy at Licensing.OMP@maine.gov or sent to Office of Marijuana Policy, 162 State House Station, Augusta, ME 04333-0162.

Municipality/LUPC Representative

Legal Name and title of Municipality/LUPC Representative:	City:	County:
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I hereby affirm and acknowledge that the information above is truthful and complete to the best of my knowledge.

Signature of Municipality/LUPC Representative (Do not sign until witnessed by notary):	Date:
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Notarization

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, at _____, Maine, by _____ to be his/her free act and deed.

Name of Notary Public (Printed):	Signature of Notary Public: STAMP/SEAL
Notary Public, State of Maine	
My commission expires:	



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 shall be adequately.

- 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

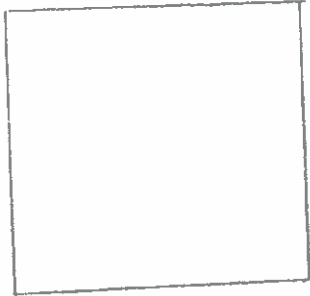
Please contact us if you should have any questions regarding your approval.

Sincerely,

Bowdoinham Planning Board



- SCALE
1" = 100'
- property line
 - woody line
 - Grass area
 - planted line (pallet)
 - planted line (posts)
 - General drainage flow



PROPERTY MAP
BOWDOINHAM
MAINE

2016
Last April 2016



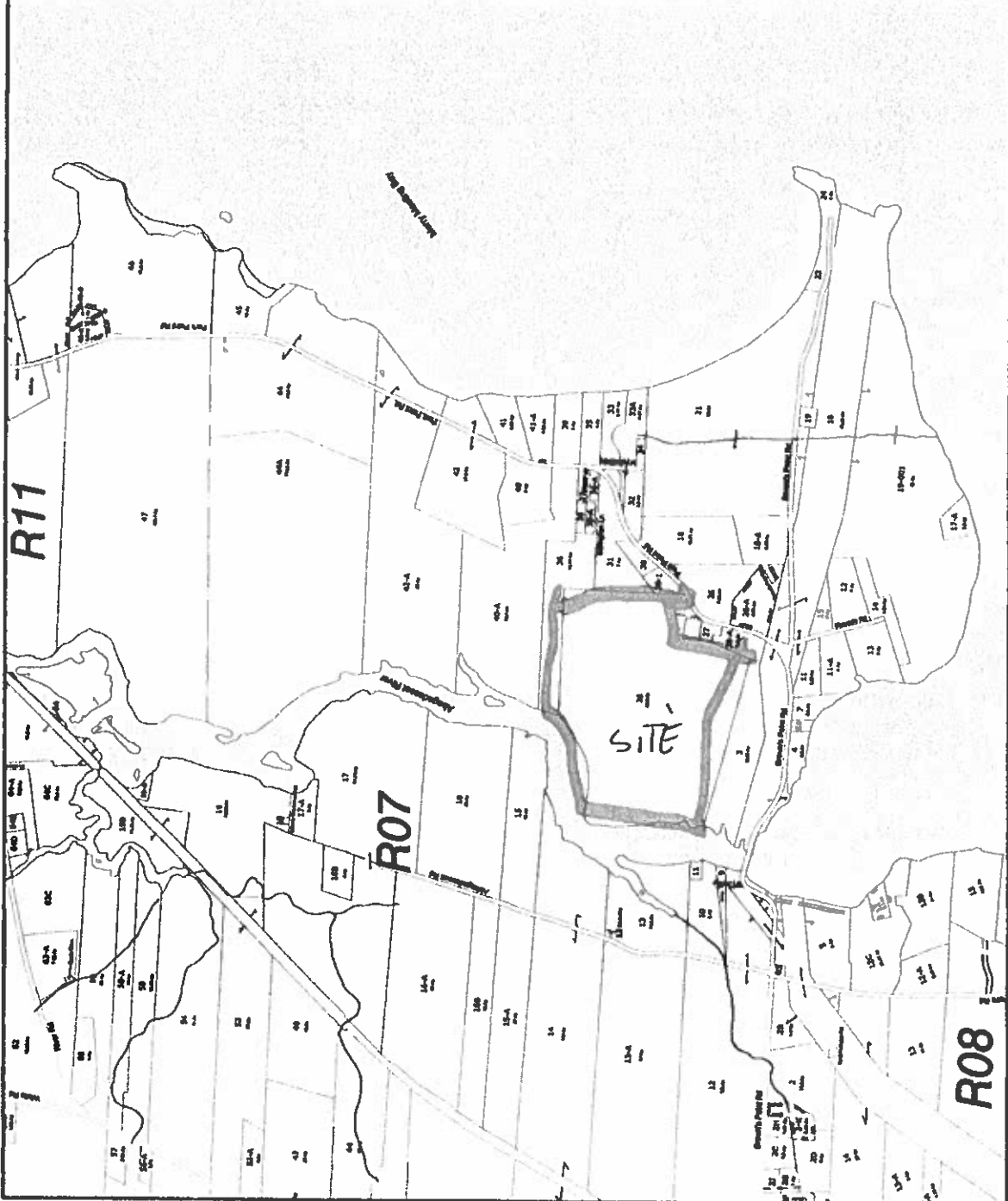
LEGEND
UNLITTED MAP NO. U01
MAPS PLANNED 22
L. SURVEYED L&L NO. 2
LOT BOUNDARY 1/2"
PROPERTY BOUND. 1/4"
ROAD BY 1/4"
WATERWAY



James H. Thomas
GIS/Editor of Maps
Canaan, Maine 04921
jht@maine.lv.com

R10

HEBESRD HOWTOOH HOWTOOH



DEED

←Back

THAT I, HARRY S. PRUIT, of Bowdoinham, County of Sagadahoc, and State of Maine, in consideration of one dollar and any other valuable consideration paid by CHARLES F. GILL, III and LINDA W. GILL, whose mailing address is 7 Solfield Street, Portland, Maine 04103, the receipt whereof I do hereby acknowledge, do hereby give GRANT, 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 Bowdoinham, County of Sagadahoc, and State of Maine, bounded as follows:

Beginning on the west by the Sacoquidocum River; on the South by land of Harold Kelley and Violeta; on the East by the road leading from Bowdoinham to Bowdoinham; on the North by land of Hayward Hinckley and Charles Allen, containing fifty acres more or less.

Excepting from the above-described premises that land conveyed by the Grantor herein to LLOYD V. KELLEY, et al and by deed, dated February 1, 1978 and recorded in Sagadahoc County Registry of Deeds in Book 511, Page 103. Further excepting that portion conveyed by the Grantor herein to David Prout et al recorded in Sagadahoc County Registry of Deeds in Book 1811, Page 1125 and also excepting that portion conveyed by Harry Prout to David Prout, et al dated October 26, 1988 and recorded in Sagadahoc County Registry of Deeds in Book 181, Page 71.

Reference is made to a standard boundary survey of land of Harry S. Prout, dated November 14, 1988 (revised March 26, 1989) and recorded in Sagadahoc County Registry of Deeds in Plan Book 24, Page 18. Reference may also be made to a Judgment of the Superior Court for Sagadahoc County, dated December 20, 1989 and recorded in Book 1811, Page 613.

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

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

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

In WITNESS WHEREOF, I, the said Harry E. Frost, relinquish and convey all rights by descent and all other rights to the above described premises, here bequeathed to my land and one-third day of June in the year One Thousand Nine Hundred and Sixty-two.

GIVEN, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
Witness

[Signature]
Harry E. Frost

STATE OF SAINE
Cumberland, Md.

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

Before me,
[Signature]
Notary Public/Attorney at Law
James V. Green

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

RECORDED IN THE
91 JUL 17 AM 9 45
OFFICE OF THE CLERK OF THE
COURT OF SAINE

LEASE

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

WITNESSETH:

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

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

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

SECTION 1. Premises:

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

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

SECTION 2. Term and Renewal Rights:

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

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

SECTION 3. Rent: Attached hereto as Exhibit C.

SECTION 4. Condition, Use and Restrictions:

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

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

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

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

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

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

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

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

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

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

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

SECTION 10. Indemnity:

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

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

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

SECTION 11. Insurance:

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

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

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

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

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

SECTION 13. Eminent Domain:

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

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

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

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

SECTION 15. Defaults:

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

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

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

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

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

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

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

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

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

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

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

SECTION 16. Environmental:

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 22. Miscellaneous.

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

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

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

(d) No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment

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

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

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

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

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

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

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

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

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

WITNESS:

Ann Lehr

LANDLORD:

[Signature]

Charles F. Gill, III

[Signature]

Linda W. Gill

TENANT:

Mystique Operations LLC

Ann Lehr

By: *Sean L. O'Brien*

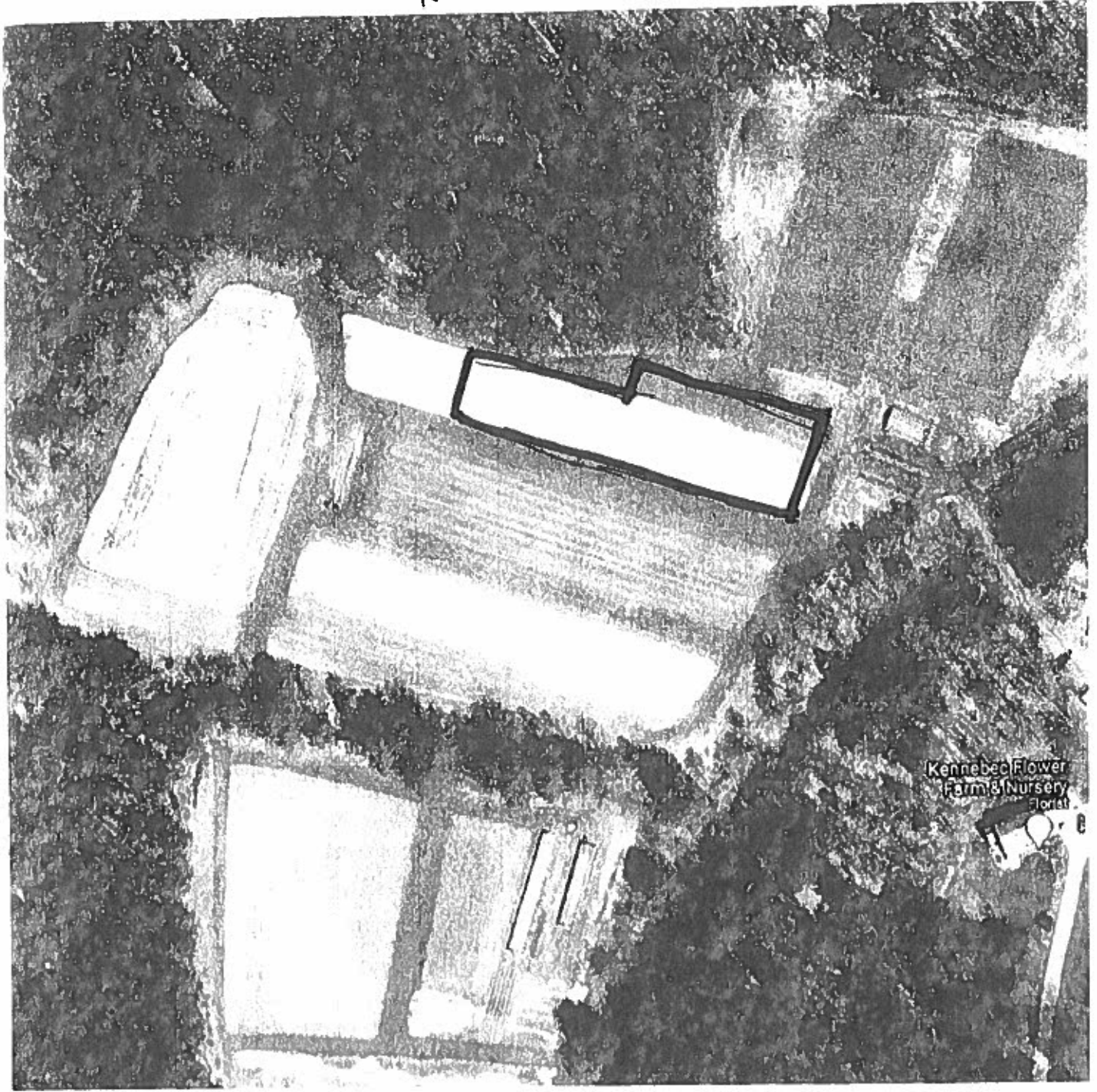
Its: _____

EXHIBIT A

See Attachment

↙

Exhibit A



Kennebec Flower
Farm & Nursery
Florida

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

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

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

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

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

EXHIBIT B
Lease Rider to Relating to Marijuana

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

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

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

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

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

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

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

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

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

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

EXHIBIT C
Rent

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

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

January 5, 2021

Town of Bowdoinham, Maine

Re: Guaranty of Obligations of Mystique Operations LLC

Dear Sir or Madam,

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

Mystique Way LLC

By: 
Sean B. O'Brien, Manager

May 21, 2021

RE: Mystique of Maine- Adult Use Grow, 50 Pork Point Road- Bowdoinham, ME

General Performance Standards:

1) Vehicular access-

- a) Existing driveway will supply access to the site- no substantial traffic increase created by project except for harvest period when 2-3 additional vehicles may be present.
- b) No new or additional access point proposed
- c) project meets this standard, driveway is more than 50 feet from closest unsignalized intersection.

2) Internal Vehicular Circulation

- a) No new roadways proposed. Existing driveway has been sufficient for Greenhouse/Farm production, trash removal and deliveries for previous 30 years.
- b) no delivery vehicles for this project
- c) Clear access is maintained
- d) no new parking areas proposed, existing spaces using house garage and parking areas should be adequate
- e) no off-street parking, all parking is on site.

3) Pedestrian Circulation-

- a) There is no public access to the site.

4) Municipal Services-This requirement was satisfied in the planning board review. Please refer to those letters.

5) Visual impact-

- a) This project is not visible from any public way or is on conflict with any view shed.

6) Lighting-

- a) There is no illumination of building facades. The only additional lighting will be motion detector and security lights as required by the Office of Marijuana policy. Illumination is an area 10 feet around the two points of access with motion detector lights. Power is supplied underground to the grow area from new supply on CMP pole. There will be no general lighting during the evening hours.

7) Signage

- a) There is no proposed signage.

8) Buildings

- a) There are no proposed permanent structures. A small weatherproof box to contain security system will be installed within the fenced area.

9) Landscaping

a) there is no proposed landscaping for this project.

10) Buffering

a) There is no additional buffering being proposed. The site will be fenced as per State requirements .

11) Utilities

a) New power supply will be installed to meet security needs. One additional pole will be installed and underground service provided to the fenced grow area.

12) Water supply

a) no water will be used at the site except for initial planting if rain not present. No irrigation is needed.

13) Sewage disposal

a) There is no sewage disposal for this project. Current dwelling has adequate needs for additional persons during harvest window. Harvest should take 2-3 weeks and include three people that live on site and 3-2 other helpers.

14) Fire Protection

a) Fire department has signed off on this project to the planning board.

15) Capacity of Applicant

a) Property is owned by Chas and Linda Gill. Project is owned by Mystique of Maine. Please refer to lease in planning board packet.

b) Please refer to planning board packet for financial statement of Mystique of Maine.

c) Chas and Linda Gill have been farming on site for over 30 years. Degrees in Plant and Soil Science.

16) Special resources-

a) Not in Shoreland zone

b) Project is not in floodplain. Refer to Planning board map.

c) project should not impact wetlands and waterbodies.

17) Historic and Archaeological

a)Project is not identified with any Historic significance

18) Groundwater

d) no water proposed except for initial watering using a dedicated well for agricultural purposes. (30 gallons minute flow rate)

19) Wildlife Habitat

a) not in an identified area of significance

20) Natural areas-

a) not in an identified area of significance

21) Environmental impact-

a) There is no new impacts proposed. This will be a typical agricultural grow

22) Solid Waste Management-

a) Any agricultural waste will be in composted on site or possibly sold if market is developed.

23) Hazardous, Special and Radioactive materials-

a) There are none of these materials proposed for this project. Crop will be grown using OMRI approved inputs

24) Air Quality- Project will meet the standard.

25) Water Quality- Project is a typical crop and should not impact water quality.

26) Stormwater- this is not applicable to the project

27) Sedimentation and Erosion Control- Good agricultural practices will be observed and cover crops planted when appropriate.

28) Noise- This project will keep noise to a minimum.