

JUN 11 2021

Received

Planning Board Review Packet

"Headspace Medical"

A proposal to modify existing structures for a medical cannabis
cultivation and non-hazardous extraction at:

25 ABJ Drive

Gardiner, Maine 04345

Contents:

• Planning Board Review Application	Page 1-6
• Tax Map	Page 7
• Deed	Page 8-12
• Lease	Page 13-30
• Existing Conditions Plan	Page 31-32
• Aerial Photograph	Page 33
• Topographical Map	Page 34
• Utilities Map	Page 35
• Lighting Plan	Page 36
• Floodlight Spec Sheet	Page 37
• Parking and Traffic Flow Plan	Page 38
• Wetlands Map	Page 39
• Floorplans	Page 40-43
• Non-hazardous Extraction Procedures	Page 44
• Bank Financial Capacity Verification	Page 45
• Letter from Police Chief	Page 46
• Letter from Fire Chief	Page 47
• Letter from Water District	Page 48
• Letter from Code Enforcement Officer	Page 49
• Letter From Public Works	Page 50
• Letter From Wastewater	Page 51



City of Gardiner
Planning Board Review Application

Project Name: Headspace Medical Project Cost: \$40,000
Date of submission: _____ Received by: _____ Fees: 125⁰⁰ PV

A complete written description of the proposed project including all other local, state and federal permits required for the project.

We would like to modify the interior of existing structures for a medical marijuana cultivation and non-hazardous, solventless, extraction facilities. We have obtained all necessary state licenses. We plan to employ 3 employees. Normal operating hours will be 9-5, we will not be open to the public, nor have a storefront, or onsite public sales.

Anticipated beginning/completion dates of construction: July, 2021 / September, 2021

1. General Information: (6.3.2)

Name of Property Owner: STRR LLC

Address: 573 High Street, West Gardiner ME, 04345

Phone/Fax No: (207) 582-8810

Applicant/Agent Name: Peter Edward Fowler

Address: 25 ABJ Drive, Gardiner ME, 04345

Phone/Fax No (207) 800-6077

Design Professional(s)/Contractor(s): ☐ Surveyor ☐ Engineer ☐ Architect ☐ Contractor

**No new construction to be performed, only minor modifications to interiors of pre-existing structures.*

Name: Contractor for interior modifications is yet to be determined.

Address: _____

Phone/Fax No _____

Name: _____

Address: _____

Phone/Fax No _____

Name: _____

Address: _____

Phone/Fax No _____

Signature: _____ Date: _____

2. Property Information: (6.3.2)

- * Property Location: 25 ABJ Drive City Tax Map(s) 019 Lot(s) 000-2C
- * Deed Ref. Book 13872 Page 7-11 Zoning District(s) Planned Development
- * Copy of the tax map showing the property and surrounding location See attached tax map
- * Verification of the applicant's right, title, and interest in the property. See attached deed and lease.

3. Development Information: (6.3.2.7)

One or more site maps drawn to scale showing the following:

a.) The existing conditions on the property including: (6.3.2.7.1) See existing conditions plan

1. The property boundaries; Shown on existing conditions plan
2. The zoning district and zoning district boundaries if the property is located in more than one zone;
The entire property is located in the planned development zone.
3. The location of required setbacks, buffers and other restrictions:
Shown on existing conditions plan.
4. The location of any easements or rights-of-way;
There are no easements or rights of way on this property.
5. The locations of existing structures and other existing improvements on the property including a description of the current use of the property;
Shown on existing conditions plan.
6. The locations of existing utilities on and adjacent to the property including sewers, water mains, stormwater facilities, gas mains, and electric and other telecommunication facilities;
Shown on utilities map.
7. The location of the nearest source of a fire protection water supply (hydrant, fire pond, etc.)
Shown on existing conditions plan.
8. The general topography of the property indicating the general slope of the land and drainage patterns. The CEO and/or Planning Board may require a topographic survey of all or a portion of the property for projects involving the construction of new or expanded structures or site modifications.
Shown on topo map.
9. The location, type and extent of any natural resources on the property including wetlands, vernal pools, floodplains, waterbodies, significant wildlife habitats, rare or endangered plants or animals, or similar resources; and The only known natural resources on the property are wetlands.
See attached wetland map.
10. The location and type of any identified historic or archeological resource on the property.
There are no known historic or archeological resources on this property

b.) The proposed development activity for which approval is requested including: (6.3.2.7.2)

1. The estimated demand for water supply and sewage disposal together with the proposed location and provisions for water supply and wastewater disposal including evidence of soil suitability if on-site sewage disposal is proposed; The estimated demand for water is 250 gallons per day. Sewage will be disposed of through a previously approved septic tank system. Fertilizers and pesticides will not be disposed of using this system.
2. The direction of proposed surface water drainage across the site and from the site together with the proposed location of all stormwater facilities and evidence of their adequacy;
Shown on topo map
3. The location, dimensions, and ground floor elevations of all proposed buildings and structures including expansions or modifications to existing buildings that change the footprint of the building; No new buildings or structures are proposed and no modifications that will alter the footprint of the existing buildings will occur.

4. The location, dimensions and materials to be used in the construction of drives, parking areas, sidewalks and similar facilities; *No new construction of drives, parking areas, sidewalks or similar will occur.*
5. The proposed flow of vehicular and pedestrian traffic into and through the property; *Shown on parking and traffic flow plan*
6. The location and details for any signs proposed to be install or altered; *No new signage or alterations to current signage proposed*
7. The location and details for any exterior lighting proposed to be installed or altered; *Shown on Lighting Plan*
8. Provisions for landscaping and buffering; and *No new landscaping or modifications to the current landscaping proposed.*
9. Any other information necessary to demonstrate compliance with the review criteria or other standards of the Land Use Ordinance. *None*

c.) Evidence that the applicant has or can obtain all required permits necessary for the proposal. (6.3.2.8)
We have confirmed with Code enforcement that all permits can be obtained upon planning board approval
Additional Information Required: (6.3.3)

Building and structure drawings showing the footprint, height, front, side and rear profiles and all design features necessary to show compliance with this Ordinance;

See Floorplans

An estimate of the peak hour and average daily traffic to be generated by the project and evidence that the additional traffic can be safely accommodated on the adjacent streets;

There will be no additional daily traffic generated beyond that of 3 employees commuting to and from work.

An erosion and sedimentation control plan; and

No new construction will be made and no additional sources of erosion are included in this proposal.

A stormwater management plan demonstrating how any increased runoff from the site will be handled if the project requires a stormwater permit from the Maine Department of Environmental Protection or if the Planning Board determines that such information is necessary based on the scale of the project and the existing conditions in the vicinity of the project. (6.3.3.4) *No changes or modification to the property will be made that affects the quantity of impervious surfaces. No DEP permit is required for this proposal.*

Survey Requirements (6.3.5)

The Code Enforcement Officer or the Planning Board may require the applicant to submit a survey of the perimeter of the tract, giving complete descriptive data by bearing and distances, made and certified by a Registered Land Surveyor. The survey may be required for the construction of new structures or any construction proposed on a undeveloped parcel or tract of land, whenever the Code Enforcement Officer or the Planning Board finds that a survey is necessary to show compliance with the requirements of this Ordinance due to the size of the lot, location of the lot or the placement of existing or proposed structures on the lot or neighboring properties. *No new construction will occur that will require the site to be surveyed.*

This is an existing lot, the deed accurately represents the property, and no property lines are in question.

Additional Studies (6.3.6)

The Code Enforcement Officer or the Planning Board may require the applicant to perform additional studies or may hire a consultant to review the application or portions thereof. The cost to perform additional studies or hire a consultant shall be borne by the applicant.

4. Review Criteria (6 5 1)

An applicant shall demonstrate that the proposed use or uses meet the review criteria listed below for the type of application. The Code Enforcement Officer and/or the Planning Board shall approve an application unless one or the other of them makes a written finding that one or more of the following criteria have not been met.

6.5.1.1 The application is complete and the review fee has been paid.

We have completed the application to the best of our abilities and paid all applicable fees.

6.5.1.2 The proposal conforms to all the applicable provisions of this Ordinance.

We believe this project conforms to all applicable provisions.

6.5.1.3 The proposed activity will not result in water pollution, erosion or sedimentation to water bodies.

We use environmentally friendly gardening procedures, no fertilizers, pesticides, or chemicals are used in a method that could allow them to enter groundwater systems.

6.5.1.4 The proposal will provide for the adequate disposal of all wastewater and solid waste.

All liquid waste will consist of typical household effluent, and will be disposed of using the current wastewater system.

Hazardous chemicals, fertilizers, and pesticides will not be disposed of in the manner, and will instead be disposed of in a method adequate for disposing of hazardous liquid waste.

6.5.1.5 The proposal will not have an adverse impact upon wildlife habitat, unique natural areas, shoreline access or visual quality, scenic areas and archeological and historic resources.

This proposal will not have an adverse impact upon wildlife habitat, unique natural areas, shoreline access or visual quality, scenic areas, and archeological and historic resources

6.5.1.6 The proposal will not have an adverse impact upon waterbodies and wetlands.

This proposal will not have an adverse impact upon waterbodies and wetlands. All fertilizers, pesticides, and chemicals that could affect potentially waterbodies and wetlands will be applied in a controlled environment by a certified applicator with special attention payed to avoid any contamination of waterbodies and wetlands.

6.5.1.7 The proposal will provide for adequate storm water management.

This property has no previos storm water issues. this project will not alter stormwater run-off nor will it increase the amount of impervious surface on the site.

6.5.1.8 The proposal will conform to all applicable Shoreland Zoning requirements.

This property is not located in the shoreland zone

6.5.1.9 The proposal will conform to all applicable Floodplain Management requirements

This property is not in the floodzone

6.5.1.10 The proposal will have sufficient water available to meet the needs of the development.

The proposal will have sufficient water available to meet its needs, this has been confirmed by the Gardiner Water District.

6.5.1.11 The proposal will not adversely affect groundwater quality or quantity.

The proposal will not adversely affect groundwater quality or quantity. Special care will be taken when disposing of any potentially hazardous chemical, fertilizer, or pesticide waste, no waste that could potentially be damaging will be disposed of through septic or wastewater systems, and will instead be disposed of in a manner fitting of hazardous liquid waste.

6.5.1.12 The proposal will provide for safe and adequate vehicle and pedestrian circulation in the development.

We feel this proposal will provide for safe and adequate vehicle and pedestrian circulation, as it does not intend to use the existing spaces or areas in a way that would go beyond their originally intended capacities

6.5.1.13 The proposal will not result in a reduction of the quality of any municipal service due to an inability to serve the needs of the development.

This proposal will not result in a reduction of the quality of any municipal service. see attached letters from Gardiner municipal service departments.

6.5.1.14 The applicant has the adequate financial and technical capacity to meet the provisions of this Ordinance.

The applicant has 10 years of experience managing cultivation and extraction facilities. see attached letter from the bank for proof of financial capabilities.

6. Waivers (6.3.1)

Waiver of Submission Requirements

The CEO or Planning Board may, for good cause shown and only upon the written request of an applicant specifically stating the reasons therefor, waive any of the application requirements set forth in Sections 6.3.2, 6.3.3 and 6.3.4 provided such waiver will not unduly restrict the review process. The CEO or Planning Board may condition such a waiver on the applicant's compliance with alternative requirements. Good cause may include the CEO or Planning Board's finding that particular submissions are inapplicable, unnecessary, or inappropriate for a complete review. Notwithstanding the waiver of a submission requirement, the CEO or Planning Board may, at any later point in the review process, rescind such waiver if it appears that the submission previously waived is necessary for an adequate review. A request for a submission previously waived shall not affect the pending status of an application.

We are requesting a waiver for having a storm water management plan. The property has had no previous issues in the past and we are not modifying the current storm water plans, nor modifying landscaping or quantity of impervious surfaces. we feel like a new stormwater plan is not necessary.

We are requesting a waiver for complete building and structure drawings, as no new construction is taking place.

We are requesting a waiver for a complete elevations plan, with the location and ground floor elevations of all proposed buildings and structures, due to the fact that there are no new proposed buildings or structures.

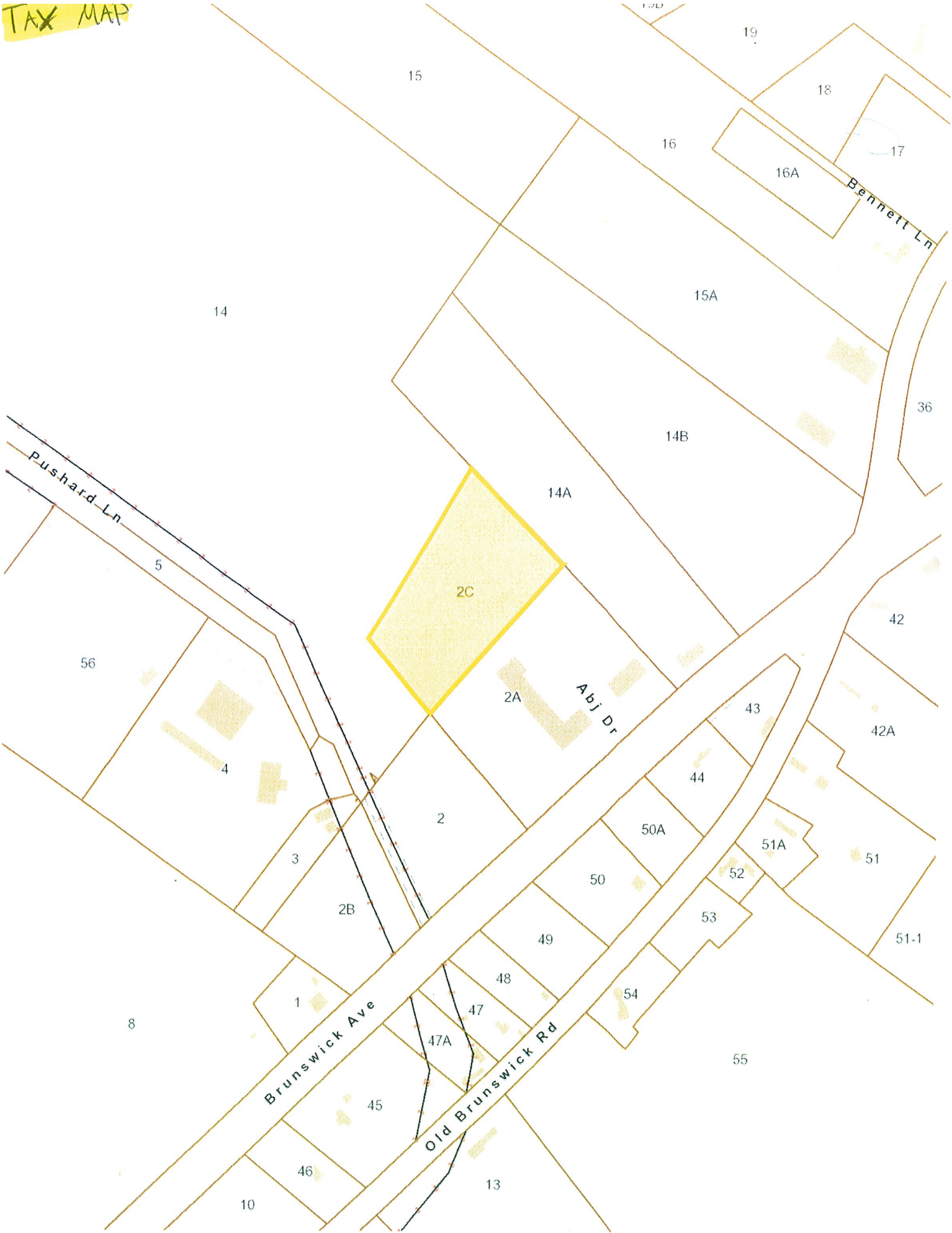
We are requesting a waiver for an erosion and sedimentation control plan due to the fact that no new construction or activities the could cause erosion or sedimentaion will occur.

We are requesting a waiver for an estimate of peak hour and average daily traffic generated due to the business not being open to the public, and employing an inconsequential number of employees (~3). We believe peak hour and daily traffic will be negligible for these reasons.

City of Sandusky
Receipt

*** RECEIPT ***
04/11/21 10:41 AM CASH 21500.00
COND. 00000000000000000000
CITY OF SANDUSKY 25 ALL
PAID BY CASH 125.00
TOTAL 125.00
PAID BY CASH 125.00
*** RECEIPT ***

CASH 125.00
0100 125.00



DEED PART 1

NO TRANSFER TAX PAID

TRUSTEE'S DEED
(Quitclaim Deed without Covenant)

OPR BK 13872 PGS 7 - 11 01/25/2021 10:42:33 AM
INSTR # 2021001926 # OF PAGES 5
ATTEST: BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS KENNEBEC COUNTY, ME

NATHANIEL R. HULL, in his capacity as Chapter 7 Trustee for the Bankruptcy Estate of William E. Lovely and Anette Lovely (the "Estate"), United States Bankruptcy Court for the District of Maine, Case No. 20-10380, (the "Grantor"), for consideration paid, does hereby release to STRR1, LLC, a Maine limited liability company having a mailing address of 537 High Street, West Gardiner, Maine 04347, its successors and assigns (the "Grantee"), all of the Estate's right, title and interest in and to the real property and any improvements thereon situated in the City of Gardiner, County of Kennebec and State of Maine, and being more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property").

This Trustee's Deed is given pursuant to the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.*, and pursuant to, and subject to, the *Order Granting Chapter 7 Trustee's Motion: (1) for Authority to Sell by Auction Certain Assets of the Debtors' Estate Free and Clear of Liens, Claims, Interests, and Encumbrances; (2) to Approve Auction Procedures and Instructions; (3) To Distribute Certain Funds at Closing; and (4) to Grant Related Relief with Incorporated Memorandum of Law [Dkt. No. 36] (the "Sale Order")* authorizing the Trustee to sell the Property and to which a true and conforming copy of said Sale Order is recorded together herewith.

GRANTEE, BY ITS ACCEPTANCE OF THIS DEED, ACKNOWLEDGES AND AGREES THAT GRANTOR (AND GRANTOR ON BEHALF OF THE ESTATE) IS MAKING NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL OR PHYSICAL CONDITION THEREOF, THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, OR REGULATIONS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, RULES OR REGULATIONS, THE SUITABILITY OF THE PROPERTY FOR THEIR CURRENT USE OR GRANTEE'S PROPOSED USE, OR THE QUALITY OR CONDITION OF THE TITLE TO THE PROPERTY.

GRANTEE, BY ITS ACCEPTANCE OF THIS DEED, EXPRESSLY AGREES THAT THE PROPERTY IS BEING SOLD "AS IS," "WHERE IS," WITH ALL DEFECTS AND FAULTS, AND THAT GRANTEE IS RELYING SOLELY ON ITS OWN OPINIONS AND THE OPINIONS OF GRANTEE'S AGENTS, ATTORNEYS, AND CONSULTANTS AS TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL AND PHYSICAL CONDITION THEREOF, THE COMPLIANCE OF THE PROPERTY WITH ANY AND ALL LAWS, RULES AND REGULATIONS (INCLUDING WITHOUT LIMITATION ENVIRONMENTAL LAWS, RULES AND REGULATIONS), THE SUITABILITY OF THE PROPERTY FOR ITS CURRENT USE AND GRANTEE'S PROPOSED USE, AND THE QUALITY AND CONDITION OF THE TITLE TO THE PROPERTY.

GRANTEE ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, BY ITS ACCEPTANCE OF THIS DEED, DOES HEREBY FOREVER RELEASE GRANTOR AND THE ESTATE OF AND FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, ACTIONS, LOSSES, FEES (INCLUDING ATTORNEYS' FEES), EXPENSES AND/OR DAMAGES OF

ANY KIND WHATSOEVER ARISING FROM THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE EXISTENCE, NOW OR IN THE PAST, OF ANY UNDERGROUND OIL STORAGE FACILITIES ON THE PROPERTY. GRANTEE SHALL BE RESPONSIBLE FOR SECURING ALL PERMITS, APPROVALS, AND LICENSES NECESSARY FOR ITS USE AND OPERATION OF THE PROPERTY.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed this 18 day of January, 2021.

WITNESS:

Marilyn D. Webb

Nathaniel R. Hull

NATHANIEL R. HULL, CHAPTER 7
TRUSTEE FOR THE BANKRUPTCY
ESTATE OF WILLIAM E. LOVELY AND
ANETTE M. LOVELY

STATE OF MAINE
COUNTY OF CUMBERLAND, SS

Dated: January 18, 2021

Then personally appeared the above-named Nathaniel R. Hull, in his capacity as Chapter 7 Trustee for the Bankruptcy Estate of William E. Lovely and Anette M. Lovely and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Marilyn D. Webb

Notary Public, State of Maine

Printed Name: NOTARY PUBLIC, MAINE

My Commission Expires JULY 28, 2024

IN WITNESS WHEREOF, the Grantee has caused this instrument to be executed on this 21st day of January, 2021

STRRI, LLC, LLC

Steven McGee

By: Steven McGee

It's: Member/Manager

STATE OF MAINE
COUNTY OF Kennebec, SS.

Jan 21, 2021

Personally appeared the above-named Steven McGee in his capacity as Member of STRRI, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said STRRI, LLC.

Before me,

Avory Day

Notary Public/Attorney at Law

Printed Name: Avory Day

My Commission Expires: _____

Exhibit A

A certain lot or parcel of land with the buildings thereon situated northerly of but not adjacent to Brunswick Avenue in the City of Gardiner, Kennebec County, State of Maine, being more particularly described as follows:

Commencing at a point on the northerly sideline of Brunswick Avenue being the southeasterly corner of land now or formerly of Clifford Goodall (KCRD 8641-324);

Thence, North 22°-24'-30" West, along the said land of Goodall, a distance of three hundred fifty and 94/100 (350.94') feet to a 5/8" iron rebar marked PLS 2189 set, said rebar being the Point of Beginning;

Thence, North 22°-24'-30" West, continuing along the said land of Goodall, a distance of two hundred twenty two and 71/100 (222.71') feet to a 5/8" iron rebar found;

Thence, North 50°-12'-49" East, continuing along the said land of Goodall, a distance of three hundred sixty six and 48/100 (366.48') feet to a 5/8" iron rebar found and other land now or formerly of Lovely (KCRD 9595-070);

Thence, South 22°-24'-30" East, along the said other land now or formerly of Lovely, a distance of three hundred eighteen and 29/100 (318.29') feet to a 5/8" iron rebar marked PLS 2189 set and the remaining land of the herein grantor;

Thence, South 65°-19'-11" West, along the said remaining land of the herein grantor, a distance of three hundred fifty and 03/100 (350.03') feet to the Point of Beginning.

Said parcel contains 2.17 acres, more or less.

Also conveying two easements for ingress, egress and utilities being more particularly described as follows:

Easement A

Commencing at a point on the northerly sideline of Brunswick Avenue being the southeasterly corner of land now or formerly of Clifford Goodall (KCRD 8641-324);

Thence, North 65°-35'-30" East, along the said northerly sideline of Brunswick Avenue, a distance of one hundred forty two and 44/100 (142.44') feet to a point, said point being the Point of Beginning;

Thence, North 24°-05'-18" West, a distance of two hundred eighty two and 83/100 (282.83') feet to a point;

Thence, North $64^{\circ}-11'-26''$ West, a distance of eighty eight and $82/100$ (88.82') feet to a point; Thence, North $65^{\circ}49'41''$ East, a distance of thirty eight and $94/100$ (38.94') feet to a point; Thence, South $64^{\circ}-11'-26''$ East, a distance of seventy five and $03/100$ (75.03') feet to a point;

Thence, South $24^{\circ}-05'-18''$ East, a distance of two hundred ninety three and $65/100$ (293.65') feet to a point and northerly sideline of Brunswick Avenue;

Thence along the said northerly sideline of Brunswick Avenue, along a curve to the left, having a radius of five thousand seven hundred seventy nine and $65/100$ (5779.65') feet and an arc length of twenty and $73/100$ (20.73') feet to a point;

Thence, South $65^{\circ}-35'-30''$ West, continuing along the said northerly sideline of Brunswick Avenue, a distance of nine and $27/100$ (9.27') feet to the Point of Beginning;

Meaning and intending to be a 30' wide easement for ingress, egress and any utilities.

Easement B

Beginning at a point on the northerly sideline of Brunswick Avenue being the southeasterly corner of land now or formerly of Clifford Goodall (KCRD 8641-324);

Thence, North $22^{\circ}-24'-30''$ West, along said land of Goodall, a distance of three hundred fifty and $94/100$ (350.94') feet to a point;

Thence, North $65^{\circ}-19'-11''$ East, a distance of twenty five and $02/100$ (25.02') feet to a point;

Thence, South $22^{\circ}-24'-30''$ East, a distance of three hundred fifty one and $06/100$ (351.06') feet to a point and the said northerly sideline of Brunswick Avenue;

Thence, South $65^{\circ}-35'-30''$ West, along the said northerly sideline of Brunswick Avenue, a distance of twenty five and $02/100$ (25.02') feet to the Point of Beginning;

Meaning and intending to be a 25' wide easement for ingress, egress and any utilities.

Bearings stated herein are from a 1955 magnetic observation by the Maine State Highway Commission.



COMMERCIAL LEASE AGREEMENT (NNN)

1. PARTIES

STRR LLC, with a mailing address of 573 High Street West Gardiner Maine 04345 ("LANDLORD"), hereby leases to JPT LLC. with a mailing address of 135 maine st Suite A#210, Brunswick, Maine, 04011 ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:

2. PREMISES

The Premises are deemed to contain 2,683 square foot garage. The leased premises are located at 25 ABJ drive, , Gardiner maine 04345 together with the right to use, in common with others entitled thereto, the warehouse space and home located at the rear of property.. The leased premises are accepted in "as is" condition. TENANT acknowledges that a) LANDLORD has made no representations and TENANT is not relying on any representation 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.

3. TERM

The term of this lease shall be for three (3) Years, unless sooner terminated as herein provided, commencing on may 1st, 2021 (the "Commencement Date") and ending on May 1st, 2024.

4. RENT

Commencing on the Commencement Date, TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
1	5,000	416.67
2	5,000	416.67
3	5,750	479.17

payable in advance in equal monthly installments on the first day of each month during the term of this Lease without deduction or setoff.

5. LANDLORD
IMPROVEMENTS:

N/A

6. SECURITY
DEPOSIT

Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of _____ which shall be held as a security for Tenant's performance as herein provided and refunded to

TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof. TENANT shall immediately replenish the Security Deposit at any time it is applied or used by LANDLORD.

7. RENT ADJUSTMENT
A. TAXES

Commencing on the Commencement Date, TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, one hundred Percent (100%) of all real estate taxes on the land and buildings of which the leased premises are a part in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to TENANT.

B. OPERATING COSTS

Commencing on the Commencement Date, TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, one hundred Percent (100%) of all operating expenses that of the land and buildings of which the leased premises are a part. Operating expenses are defined for the purposes of this Agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping, parking areas, and the like (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, water and sewer and other utility services and facilities to the building; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the building in a well-maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the building, including, without limitation property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. TENANT'S share of operating expenses shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.

During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of such increases in real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S real estate taxes and operating expenses for the current year. Within one hundred and twenty (120) days after the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such real estate taxes and operating expenses also showing TENANT'S share of the same. In the event that TENANT does not object to such statement in writing within ninety (90) days of receipt of same, such statement shall be deemed accurate. Upon written request by TENANT to LANDLORD made within said ninety (90) day period, LANDLORD shall provide to TENANT reasonable supporting documentation for any item of expense on such statement objected to by TENANT. TENANT shall, within

thirty (30) days after such delivery, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated increases.

8. UTILITIES

TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the leased premises exclusively, and all charges for telephone and other communication systems used at and supplied to the leased premises.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be the TENANT'S sole obligation, provided that such installation shall be subject to the written consent of the LANDLORD.

9. USE OF LEASED PREMISES

TENANT shall use the leased premises for marijuana cultivation and living space.

Neither LANDLORD nor LANDLORD'S BROKER have made any representations to TENANT regarding the uses of the leased premises allowed under applicable law or other restrictions of record, and TENANT acknowledges and agrees that TENANT assumes all responsibility and risk for investigating the same.

10. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations and other governmental or quasi-governmental orders or inspections affecting TENANT, the leased premises and/or TENANT's use and all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

11. MAINTENANCE

A. TENANT'S

TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said

OBLIGATIONS

term and further time as TENANT holds any part of said premises (including without limitation windows, doors and all systems serving exclusively the leased premises) in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.

B. LANDLORD'S
OBLIGATIONS

LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part, building systems not exclusively serving the leased premises and the common areas, in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of the TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs thereof.

12. ALTERATIONS /
ADDITIONS

TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building without Landlord consent. _____

TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching 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 or to be placed upon the LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

13. ASSIGNMENT

TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the demised premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein and any guarantor of this Lease shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of controlling interest in the stock of a corporate TENANT, sale of the controlling membership interest in an LLC or similar entity, or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.

14. SUBORDINATION AND
QUIET ENJOYMENT

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises; provided TENANT covenants that it holds the leased premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the leased

premises. TENANT agrees to sign within ten (10) days after they are requested, such estoppel certificates as are required by LANDLORD'S lender.

15. LANDLORD'S ACCESS

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions. (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the Twelve (12) months preceding the expiration of this Lease. LANDLORD also reserves the right at any time within Twelve (12) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for leasing the leased premises and to keep the signage affixed without hindrance or molestation. LANDLORD also reserves the right at any time to affix to any suitable part of the leased premises a notice for selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION
AND LIABILITY

TENANT will defend and, except to the extent caused solely by the negligence or willful conduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorneys' fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S breach of any provisions of this Lease (including without limitation any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving TENANT), or any document, settlement or other agreements related to this Lease. TENANT agrees not to assert immunity under workers' compensation laws as a defense to the enforcement by LANDLORD of the foregoing indemnity. The provisions of this Article shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.

17. TENANT'S LIABILITY

TENANT shall (i) insure TENANT and LANDLORD, as an additional named

INSURANCE

insured, with commercial general liability coverage, on an occurrence basis and in such amounts and with such admitted companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000.00) combined single limit with deductibles of not less than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine all risk perils form, or its equivalent, in such amounts and with such Maine admitted companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies and TENANT promptly shall deliver to LANDLORD complete copies of TENANT'S insurance policies upon request from LANDLORD. All of the foregoing insurance policies shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each assured named therein. TENANT shall list LANDLORD as an additional named insured or loss payee, as the case may be, in all policies required by this Article.

18. FIRE CASUALTY -
EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore the premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary contained herein, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

19. DEFAULT AND
BANKRUPTCY

In the event that:

- (a) TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof; or
- (b) TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge

of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD 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 the TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, 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 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.

20. NOTICE

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to TENANT, or upon mailing to the leased premises, certified mail, return receipt requested, postage prepaid, addressed to TENANT such notice shall be deemed served on the date of hand-delivery to the leased premises or on the date postmarked, and any time period in this Lease running from the date of notice shall commence on the date of delivery or postmark. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.

21. SURRENDER

TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions, alterations, fixtures (including those installed by TENANT), and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under the LANDLORD, and TENANT shall be deemed to have conveyed such items to LANDLORD unless LANDLORD elects to reject acceptance of the same.

22. HAZARDOUS MATERIALS TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agent or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will, at its expense, remove all Hazardous Materials, which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof, from the leased premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the leased premises during the term of this Lease or any extension thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.
23. LIMITATION OF LIABILITY TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD or any of LANDLORD'S partners, managers or owners, it being agreed that LANDLORD and any other such party is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD. Under no circumstances shall LANDLORD ever be liable for lost profits, indirect or consequential damages.
24. LANDLORD DEFAULT LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against lender or holder from rent thereafter due and accruing, but shall look solely to the LANDLORD for satisfaction of such claim.
25. WAIVER OF RIGHTS No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.
26. SUCCESSORS AND The covenants and agreements of LANDLORD and TENANT shall run with

ASSIGNS

the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successor and assigns, but no covenant or agreement of LANDLORD, express or implied shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

27. HOLDOVER

If TENANT fails to vacate the leased premises at the termination of this Lease, then the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by the LANDLORD for TENANT to holdover at the termination of this Lease and terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

28. JURY TRIAL WAIVER

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 PROVISIONS 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.

29. MISCELLANEOUS

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, successor and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. 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 and 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. The submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both the LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and

TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. Time is of the essence of this agreement. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 5th day of April, 2021.

TENANT:

JPT LLC
 Legal Name of Tenant
 DocuSigned by:
 Signature 7C2A57C5908248E 4/15/2021
 Peter Fowler
 NAME/TITLE: Peter Fowler: member

Witness to Tenant

LANDLORD:

STRR LLC
 Legal Name of Landlord
 DocuSigned by:
 Signature B41733F353AA4E8
 Robin Spencer
 NAME/TITLE

Witness to Landlord

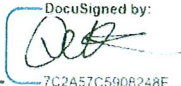
GUARANTY: For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing lease with JPT LLC, TENANT, Peter fowler ("GUARANTOR") does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by TENANT, including without limitation the payment of all sums of money stated in the Lease to be payable by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification, or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification, assignment, subletting or extension. GUARANTOR hereby waives notice of acceptance of this Guaranty by LANDLORD, notice of default by TENANT under the Lease, and all suretyship and guarantorship defenses generally. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly and severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

LEASE P. 11

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 5th day of April, 2021.

GUARANTOR:
Peter Fowler

Legal name of Guarantor _____ Peter Fowler

DocuSigned by:

7C2A57C5908248E

Signature

Witness to Guarantor

NAME/TITLE

§ 16.1 Attorney General's Model Residential Lease

SAMPLE MAINE RESIDENTIAL LEASE

1. PARTIES TO THIS LEASE

The parties to the lease are:

LANDLORD

Name JRR LLC
 Address 537 High St
Gardiner Me 04345
 Telephone 502-8810

TENANT

Name Peter Fowler
 Address 25 abj drive gardiner Maine
04345
 Telephone (303)638-4368

Name _____

Address _____

Telephone _____

2. MANAGING AGENT

If the landlord employs an agent to manage this residence, the agent is:

Name Ben Spencer
 Address 16 Corso St Portland Me 04345
 Telephone 207-485-4173

3. RESIDENCE LOCATION

This residence is a house ☒, apartment _____, mobile home _____ (check one).

It is located at: 25 ABJ Drive Gardiner Me 04345
 ME (Zip): _____

Floor: _____ Apartment number: _____

4. LENGTH OF LEASE

The landlord will rent this residence to the tenant for 36 months. This term shall begin on the 1st day of May 2021, at noon and end on May 1st 2024!

¹ The lease can specify that it ends on a date certain. If the parties continue their landlord tenant relationship after the lease expires without executing a new lease, it becomes a "month to month" tenancy and either party can terminate with 30 days written notice. See 14 M.R.S. § 6002 for laws specific to month to month tenancies.

5. RENT PAYMENTS

- A. *Rental Amount.* The rent for this residence 700 a month. The tenant shall pay the rent for each month on the 9th day of that month.
- B. *Paying the Rent.* The rent should be paid to: STRR LLC. The landlord may assess a penalty of 5 % (up to 4%) of the monthly rent once payment is 15 or more days late.²
- C. *Additional Charges.* In addition to the monthly rent, the tenant also agrees to pay the landlord the following charges (describe the reason for the charge, the amount, and when it should be paid):

All expenses Related to property
please Refer to commercial Lease Attached

6. SECURITY DEPOSIT

- A. *Amount of Security Deposit.*³ The tenant has agrees to pay the landlord \$ 700.00 as a Security Deposit. (enter amount not to exceed two months' rent). The landlord will keep the Security Deposit separate from the landlord's own money.
- B. *Return of the Security Deposit.* The landlord will return the entire Security Deposit to the tenant at the end of the lease if the following conditions are met:
- (1) The apartment is in good condition except for (a) normal wear and tear or (b) damage not caused by the tenant, the tenant's family, invitees or guests;
 - (2) The tenant does not owe any rent or utility charges which the tenant was required to pay directly to the landlord; and
 - (3) The tenant has not caused the landlord expenses for storage and disposing of unclaimed property.

If the landlord deducts money from the tenant's Security Deposit, the landlord will provide the tenant a list of the items for which the tenant is being charged and return to the tenant the balance of the Security Deposit.

The landlord will return the Security Deposit, or the remaining balance, to the tenant no more than thirty (30) days after the tenancy ends.

² The penalty for late payment of rent is set forth in the law. See 14 M.R.S. §6026. Rent increases are also subject to legal limits. See 14 M.R.S. §§ 6015-6016.

³ The provisions governing security deposits are legal requirements found in 14 M.R.S. §§ 6022, 6031 through 6038. These provisions do not apply to buildings with 5 or fewer units one of which is owner occupied.

7. SERVICES PROVIDED BY THE LANDLORD

Utilities and services shall be paid by the parties as follows (examples listed)

UTILITIES / SERVICES ⁴	LANDLORD	TENANT
Electricity ⁵		X
Heating Oil		X
Natural Gas		X
Sewerage		X
Trash Removal		X
Yard Maintenance	Reimbursement to Landlord	
Snow Removal		
Air Conditioning		X
Hot Water		X
Cold Water		X
Telephone		X
Cable Television		X
Internet Services		X

The landlord will also provide the following services:

N/A

8. FURNISHINGS PROVIDED BY THE LANDLORD: (these are examples not legal requirements)
Included are stove, refrigerator, drapes, smoke alarms, cable boxes, etc.

9. TENANT RESIDENTIAL RESPONSIBILITIES

- A. *Use Only as a Residence.* The tenant agrees that the residence will be used only as a residence, except for incidental use in trade or business (such as telephone solicitation of sales or arts and crafts created for profit). Such incidental uses will be allowed as long as they do not violate local zoning laws or affect the landlord's ability to obtain fire or liability insurance. The total number of persons residing in this residence cannot exceed 4.

⁴ If the Landlord is responsible for heat under the lease, he or she must maintain a reasonably healthful indoor temperature in the unit. 14 M.R.S. § 6021(6). If the tenant is responsible for utilities under the lease, he or she has the right to request information about the unit's energy efficiency. 14 M.R.S. § 6030-C.

⁵ There are laws that govern heat and utilities in common areas and the tenant's right to pay utilities and offset the rent if the Landlord fails to pay as agreed. 14 M.R.S. §§ 6024-6024-A.

- B. *Damage.* The tenant agrees not to damage the apartment, the building, the grounds or the common areas or to interfere with the rights of other tenants to live in their apartments in peace and quiet. Damage (other than normal wear and tear) caused by the tenant, the tenant's family, invitees, service animal or guests shall be repaired by the tenant at the tenant's expense. Upon the tenant's failure to make such repairs the landlord, after reasonable written notice to the tenant, may make the repairs and the tenant shall be responsible to the landlord for their reasonable cost.
- C. *Alterations.* No alteration, addition or improvement to the residence shall be made by the tenant without the prior written consent by the landlord.⁶
- D. Tenant agrees to promptly notify the landlord if he knows, or suspects, an infestation of bedbugs in the unit and agrees to cooperate with the Landlord and any pest control agent to remediate⁷

10. LANDLORD RESIDENTIAL RESPONSIBILITIES⁸

- A. *Legal Use Of The Residence.* The landlord agrees not to interfere with the tenant's legal use of the residence.
- B. *Residence Must Be Fit To Live In.*⁹ The landlord promises that the residence: (1) complies with applicable housing codes; (2) is fit to live in¹⁰; and (3) is not dangerous to the life, health or safety of the occupants. The landlord agrees to: (insert list that parties agree to such as)
 - a. maintain structural components, such as roofs, floors, and chimneys in reasonably good repair
 - b. maintain dwelling in a reasonably weather tight condition
 - c. provide adequate keys and locks
 - d. keep common areas such as lobbies and stairwells clean and free of hazards
 - e. keep electrical, plumbing and heating systems in good repair and maintain any appliances which are provided with the rental.
 - f. test for radon¹¹
- C. Landlord agrees to the following accommodations for tenant's disability (insert list)¹²

⁶ Landlord's must accommodate persons with disabilities in accordance with 5 M.R.S. §4582-A.

⁷ Both tenant and landlord are required to comply with the Maine Bedbug Law 14 M.R.S. §6021-A.

⁸ Landlords need to be aware that the law prohibits discriminating against tenants based on race or color, sex, sexual orientation, physical or mental disability, religion, ancestry, national origin, familial status or recipients of government assistance. This includes asking questions. 5 M.R.S. §4581-A.

⁹ Instead the landlord and the tenant may agree in writing that the landlord will pay a specified reduction in rent and in exchange the tenant will accept specified conditions that may violate the warranty of fitness for habitation. 14 M.R.S. §6021(5).

¹⁰ Under certain limited circumstances tenants may make repairs and deduct the cost from the rent. See 14 M.R.S. §6026. This law does not apply to buildings with 5 or fewer units on of which is occupied by the landlord.

¹¹ Landlord is legally required to do radon testing in certain circumstances. See 14 M.R.S. § 6030-D for more information.

¹² Landlord must make reasonable accommodations for tenant's disabilities see 5 MRS §4582-A for more information.

11. LANDLORD ENTRY INTO THE RESIDENCE

Except for emergencies, the landlord may enter the apartment only during reasonable hours and after obtaining the tenant's consent at least 24 hours in advance. The tenant may not unreasonably withhold consent to the landlord to enter the residence.¹³

12. BUILDING RULES

The tenant agrees to obey the following rules: (these are examples not legal requirements)

1. No smoking¹⁴
2. ~~No pets (note service animals are not pets)~~¹⁵ Dog Allowed
3. No parking, storage or accumulation of debris on the lawn/yard
4. No candle burning
5. Keep premises in a sanitary condition
6. Maintain reasonable peace and quiet.

13. NOTIFYING THE LANDLORD OR TENANT

A. *Notices to the tenant.* Unless otherwise required in this lease or by law, any notice from the landlord to the tenant will be valid only if:

- (1) it is in writing; and
- (2) it is addressed to the tenant at the residence and personally delivered to the tenant's residence or sent by mail. The effective date of a notice will be the day it is personally delivered to the residence or, if it is mailed, two days after the date it is postmarked.

B. *Notices to the landlord.* Unless otherwise required in this lease or by law, the tenant will give all required notices to the landlord in writing, delivered personally or sent by mail to the landlord or, if appropriate, to the landlord's managing agent at the address given in this lease. The effective date of a notice will be the day it is personally delivered to the residence or, if it is mailed, two days after the date it is postmarked.

14. SUBLEASING

The tenant agrees not to sublease or assign this residence without the prior written consent of the landlord.

15. OCCUPANTS

The residents listed below shall be the sole occupants of the leased premises:

Peter Fowler

¹³ Access to the rented premises is governed by 14 M.R.S. §6025.

¹⁴ Written notice of the smoking policy has to be provided to tenants. 14 MRS § 6030-F

¹⁵ Service animals must be allowed. For more information on service animals 5 M.R.S. § 4582-A(3)

16. PETS¹⁶

The tenant may 8 may not (check one) maintain pets in the residence. If the tenant is allowed to have pets, only the following pets may live in the residence:

Peter Parker Style Dog

17. CONDITION OF RESIDENCE AT THE TIME LEASE IS SIGNED

Prior to signing this lease the landlord and the tenant did did not (check one) inspect together the residence. If they did inspect the residence, their findings were as follows:

A. *Residence defects.* The following substantial defects were observed:

N/A

B. *Landlord work or repairs.* The following work or repairs to be done by the landlord were agreed upon:¹⁷

N/A

C. *Tenant work or repairs.* The following work or repairs to be done by the tenant were agreed upon (indicate whether tenant or landlord is responsible for the expense):¹⁸

N/A

D. *Conditions that will remain unchanged.* The following residential conditions were agreed would remain unchanged:

All

¹⁶ Service animals are not pets and cannot be subject to a pet policy including limitations on weight, breed or additional security deposits and insurance.

¹⁷ Whenever repairs or renovations are made to a unit built before 1978 the landlord must give lead paint notices as provided in 14 M.R.S. §6030-B.

¹⁸ Tenants with disabilities must be allowed to make alterations to reasonably accommodate them. The tenant can be required to pay for them and can be required to remove them at the end of the tenancy. 5 M.R.S. § 4582-A(1).

18. WHEN THE LEASE ENDS

When the lease ends, the tenant agrees to return the residence in the same condition as it was at the start of the lease, except for normal wear and tear and except for those inspection items which were noted at the time this lease was signed and not repaired. The tenant will have to pay for damage to the residence only if the damage was caused by the tenant or the tenant's family, invitees, service animal or guests. The tenant shall remove all personal property¹⁹ and return the keys.

19. BREACH

Any violations of the provisions of this agreement by the Tenant will be deemed breach of the lease and the Landlord may pursue legal remedies including an action to evict the tenant.²⁰

If the Landlord violates any provisions of this lease, the tenant may sue to enforce its terms. By signing this lease the tenant does not waive any rights he has under the law.

20. SIGNATURES

The tenant and landlord have each received identical copies of the lease, (including the smoking policy) each copy signed and dated by both landl

4/15/2021

(date)

(tenant)

(date)

4/15/2021

(date)

(tena

(landlord)

DocuSigned by:

7C2A57C590B248E

DocuSigned by:

B41733F353AA4E8

¹⁹ If the tenant leaves personal property on the premises, the landlord must follow 14 M.R.S. § 6013 to remove it.

²⁰ If it becomes necessary to resort to legal action the landlord and the tenant should consult lawyers. The Attorney General's Office cannot give legal advice. The eviction process is governed by 14 M.R.S. § 6001-6008 and Maine Rule of Civil Procedure 80 D. It requires certain notice to the tenant, a court filing served on the tenant by the sheriff and a hearing. The tenant should appear at the hearing and may assert defenses such as the landlord breached the warranty of habitability or is evicting the tenant in retaliation for complaining about code violations. The landlord must follow the legal eviction procedure and cannot force the tenant out by changing the locks or removing the furniture etc. See the Attorney General's Guide to Landlord Tenant Law for more information on the laws governing evictions.

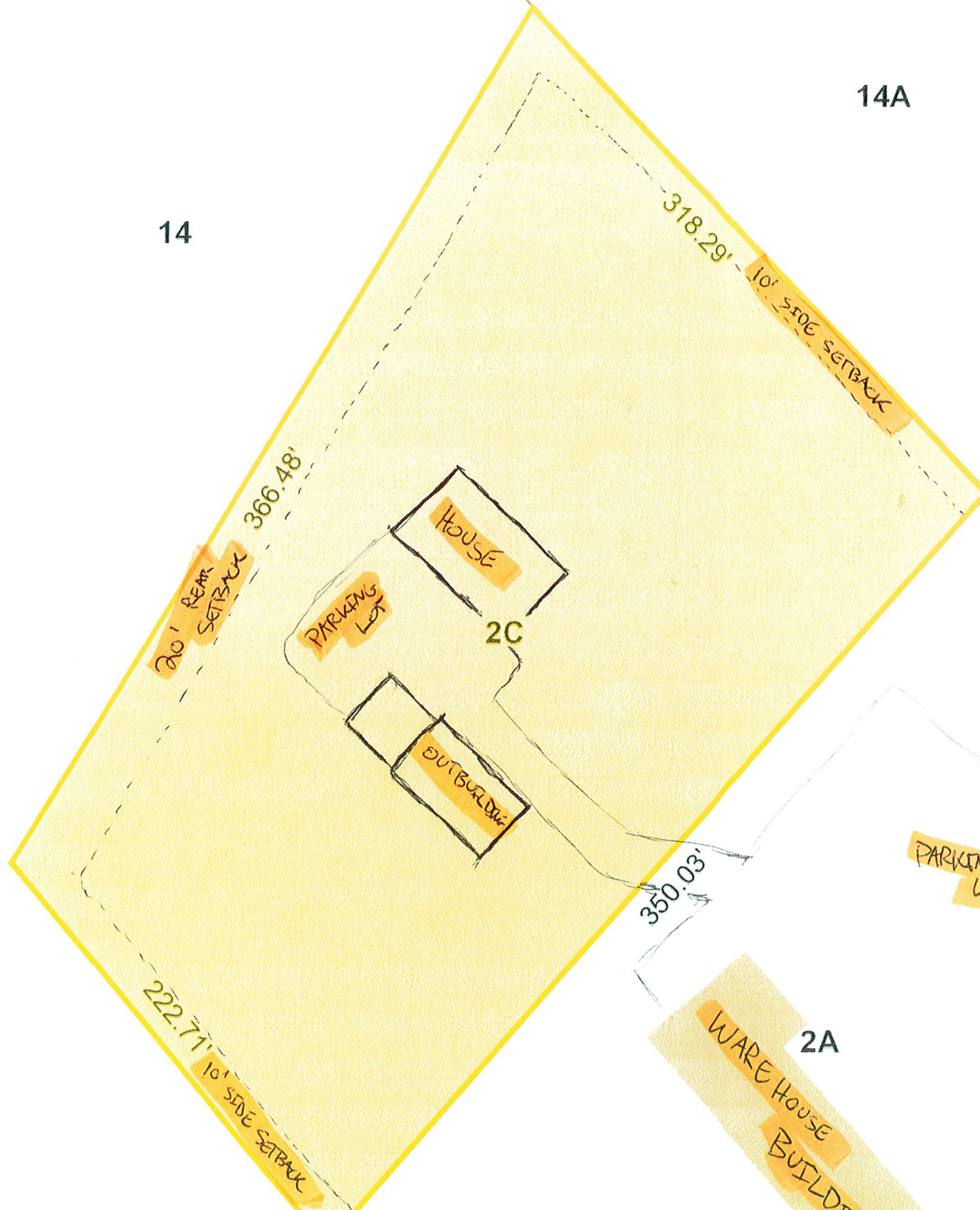
10.29'

14B

1056.43'

14A

14



6

PARKING LOT

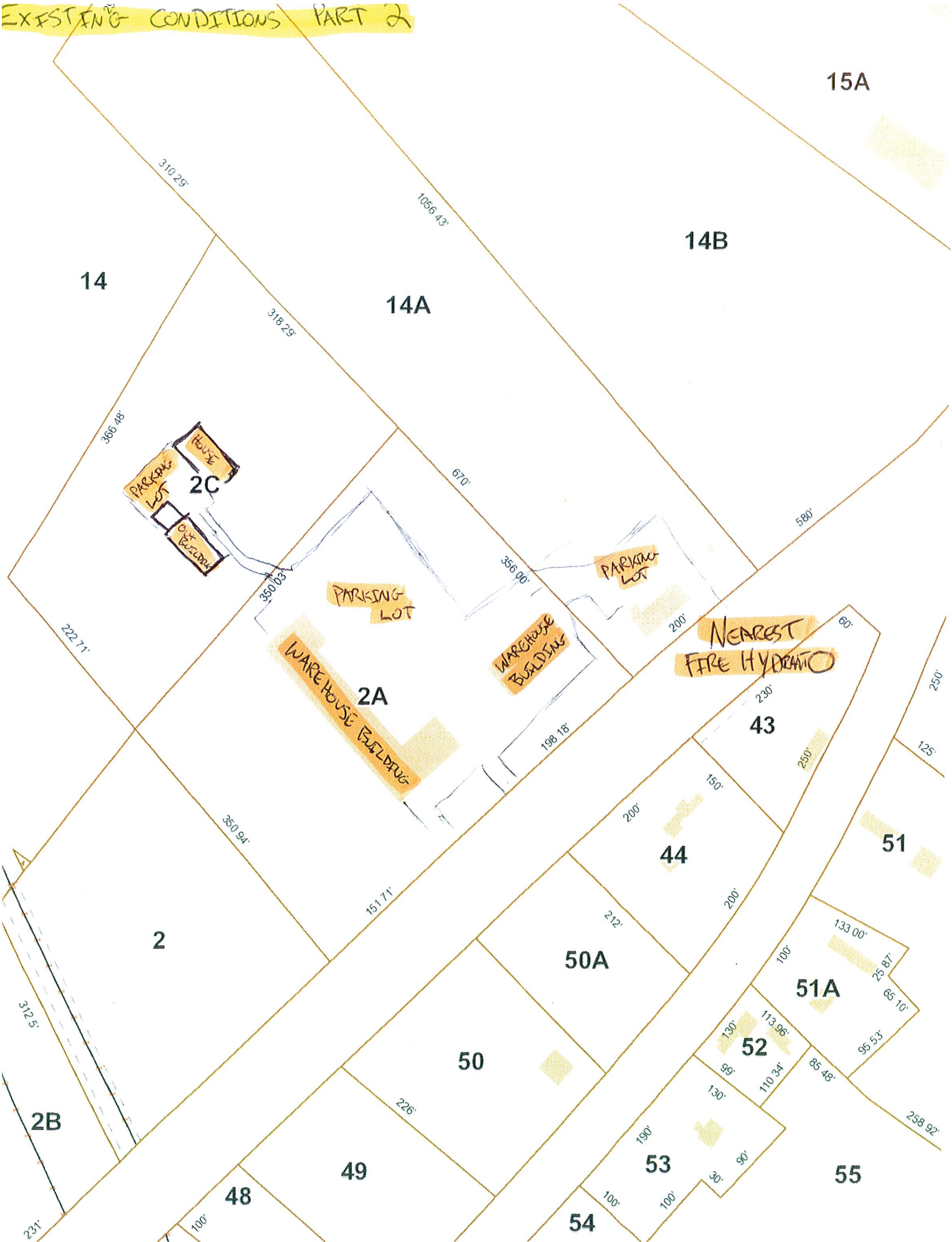
350.03'

2A

WAREHOUSE BUILDING

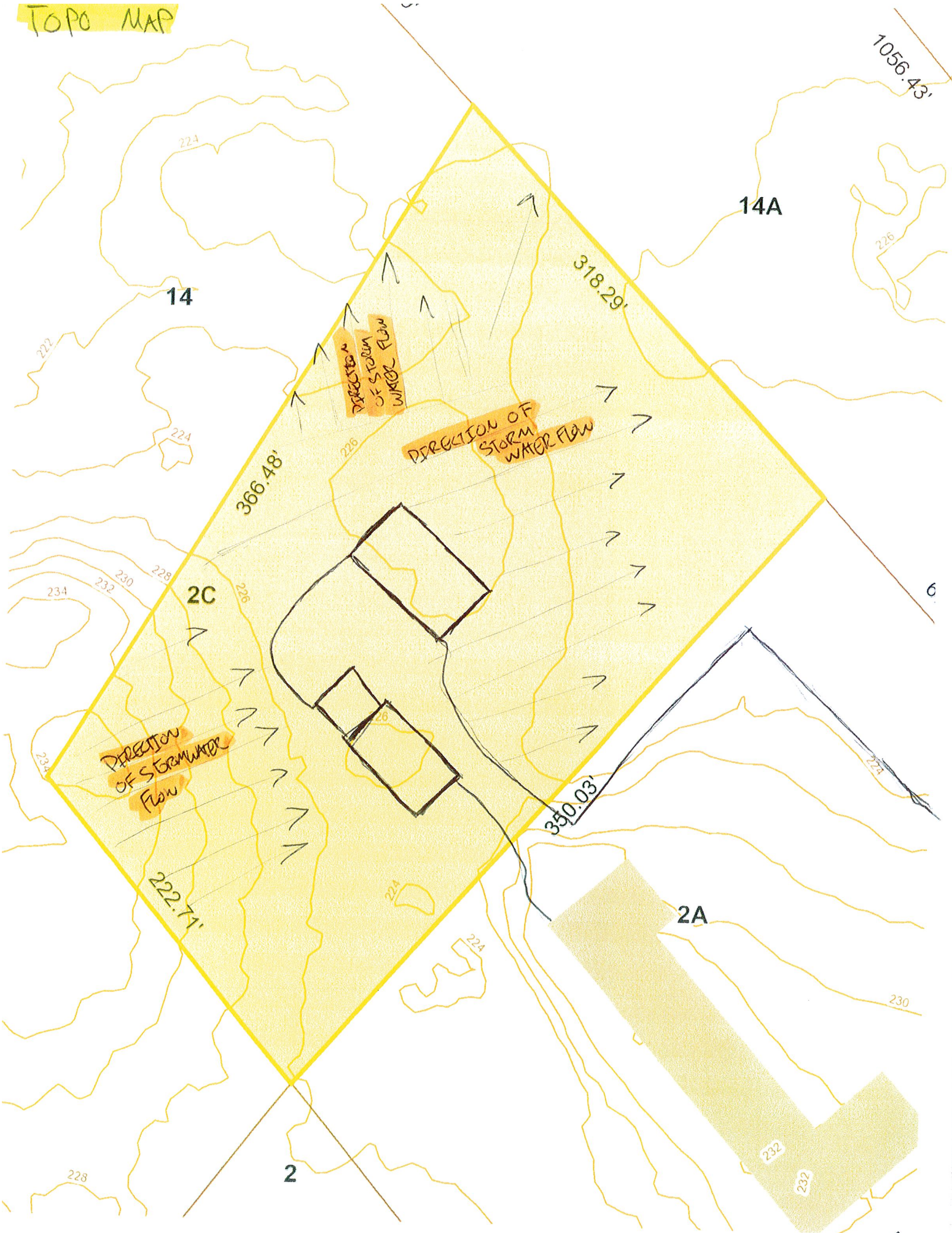
2

31

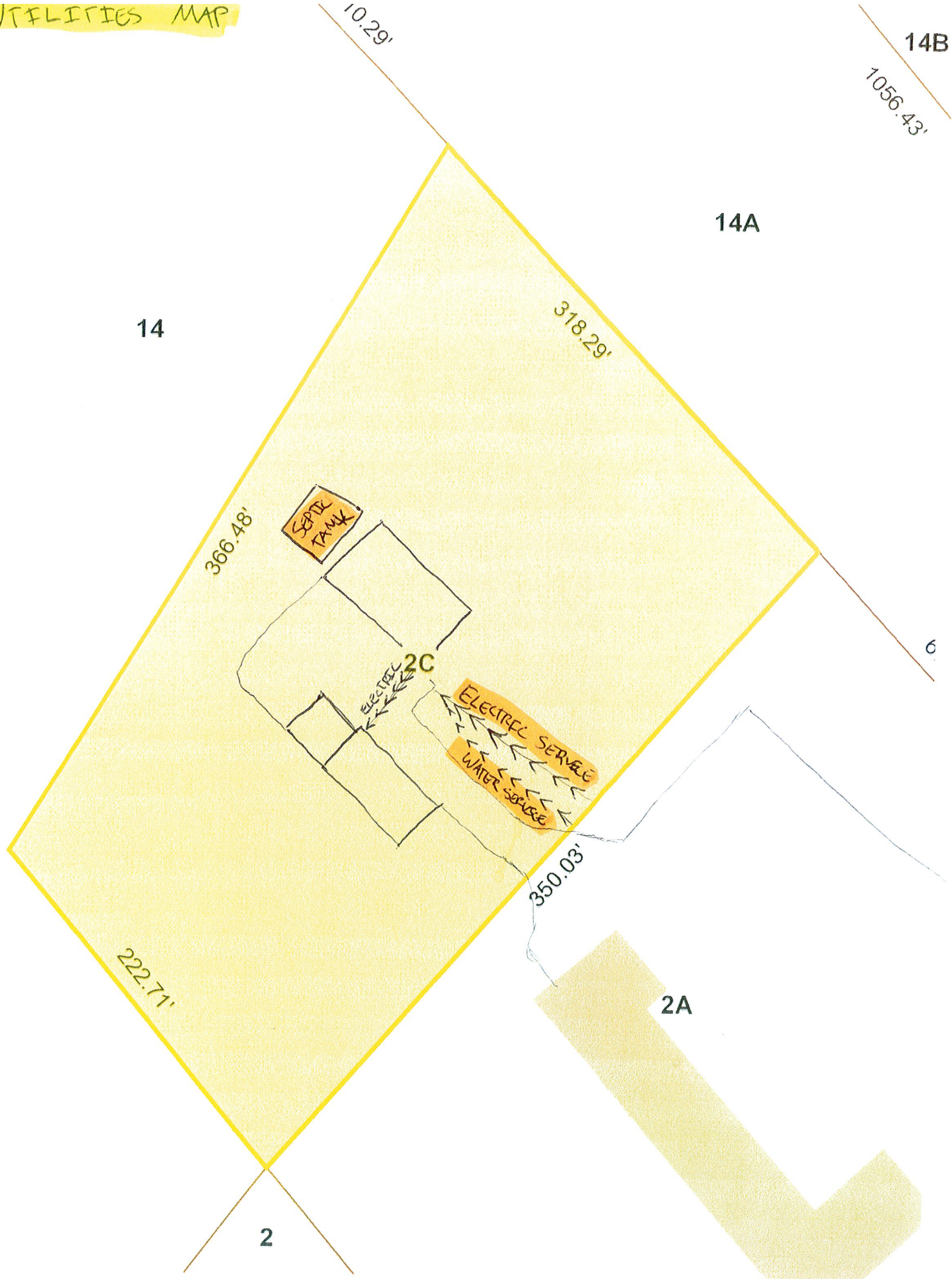


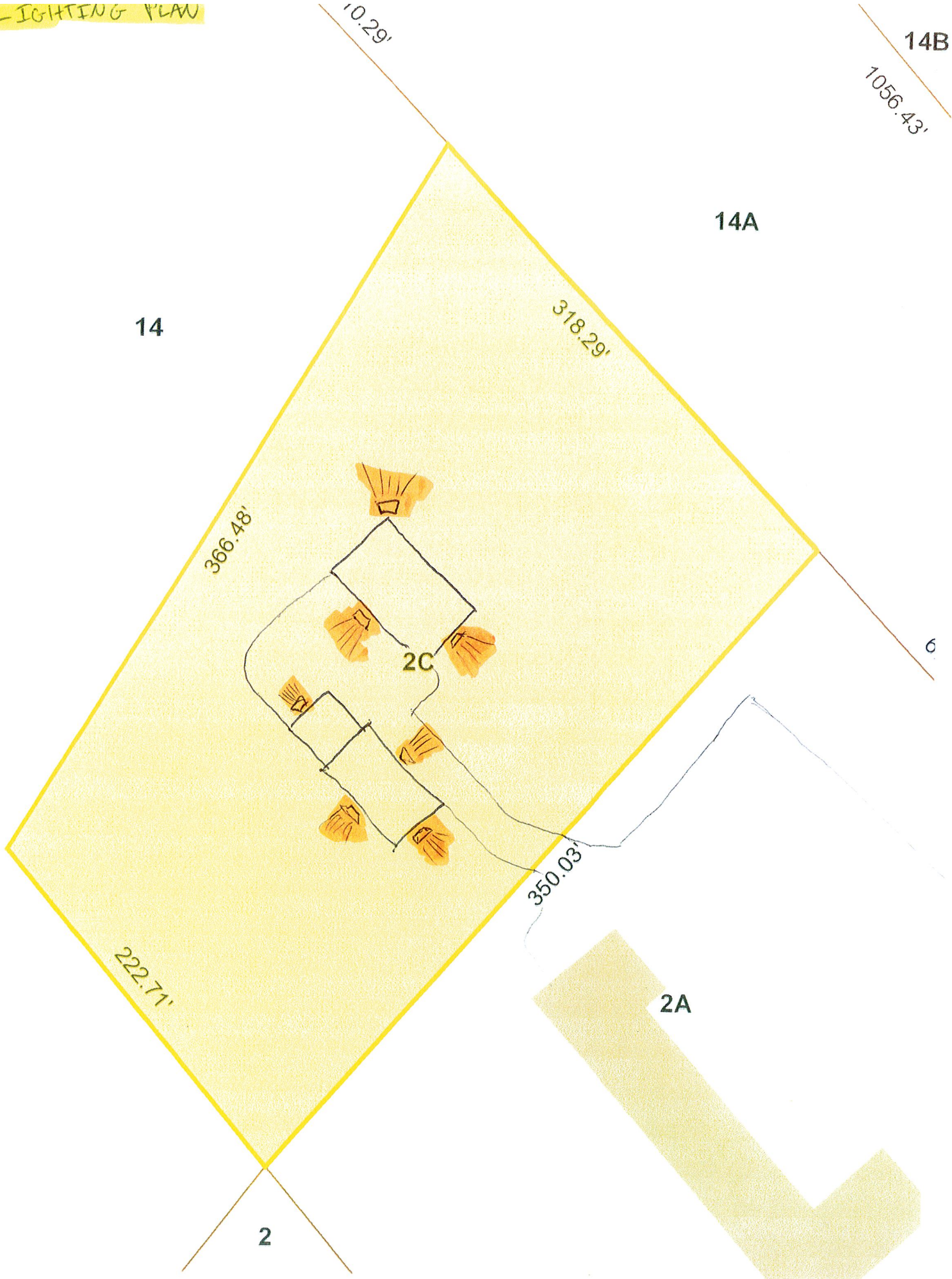


TOPO MAP



UTILITIES MAP







HyperSecurity-2E20 - 631201051

SECURITY ECO LED LIGHT

HYPERIKON.

SPECIFICATIONS

Model Name	SKU	Wattage	Lumens	Efficacy	Kelvin
HyperSecurity-2E20	631201051	20W	1,800 Lm	90 Lm/W	5000K

Hyperikons® LED ECO Security Lights are weatherproof with an IP Rating of 65. They come with a built-in PIR Motion Sensor and a dusk-to-dawn photocell sensor for maximum security and protection.

MODEL DESIGN



Voltage
100-277V



Wired
Fixture



Beam Angle
100°



IP Rate
65

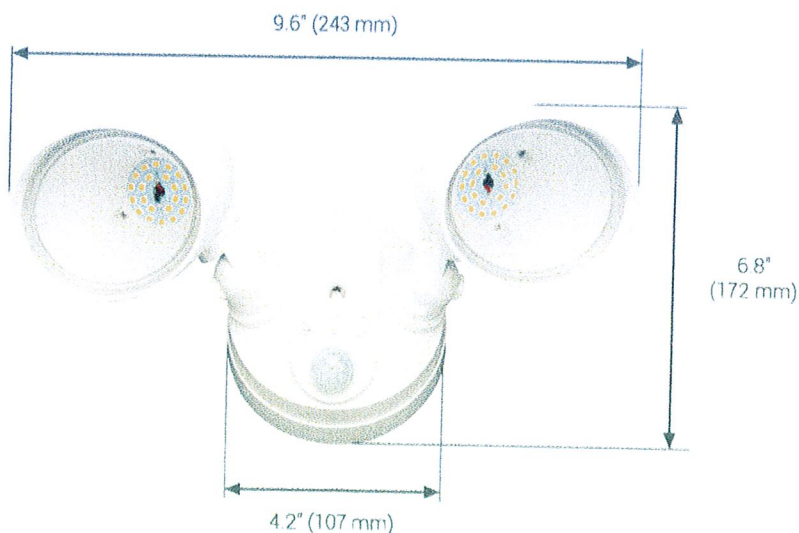


Dimmer Not
Recommended



Temperature
-22 °F to 120 °F

- Suitable for wet locations.
- Color Rendering Index (CRI) 84+



ACCESSORIES

- Photocell sensor included.

WARNINGS AND CAUTIONS

- Risk of electric shock - turn power off before inspection, installation or removal.
- Avoid direct eye exposure to the light source.
- This device is not intended for use with emergency exit fixtures or emergency exit lights.

HYPERIKON.

(888) 846-4973
info@hyperikon.com
707 Broadway Suite 800
San Diego, CA 92101
www.hyperikon.com



PARKING & TRAFFIC FLOW
PLAN

0.29'

14B

1056.43'

14A

14

318.29'

366.48' •
PARKING (6 SPOTS)

2C

TRAFFIC FLOW

LOADING/
UNLOADING
ZONE

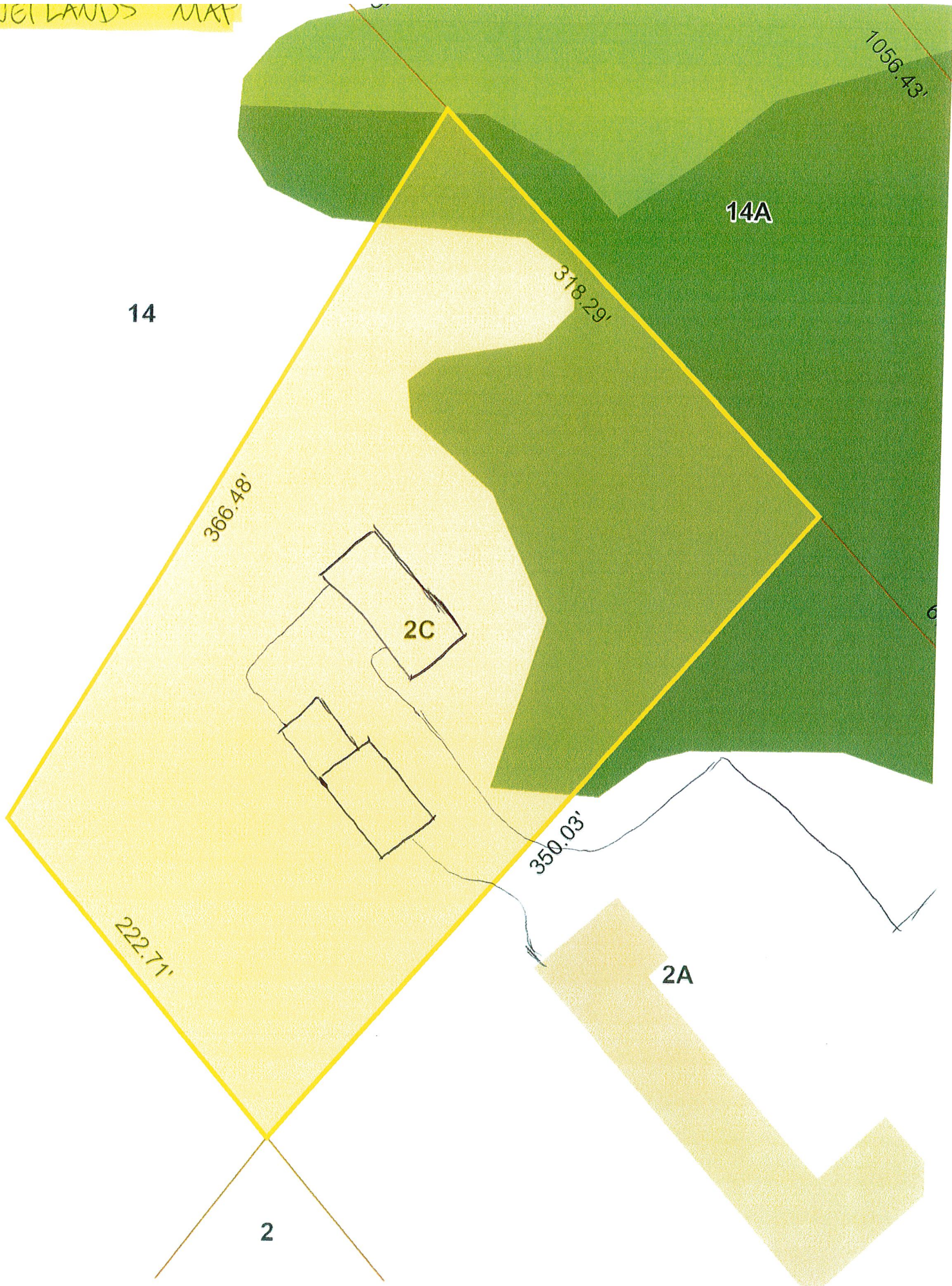
350.03'

TRAFFIC FLOW

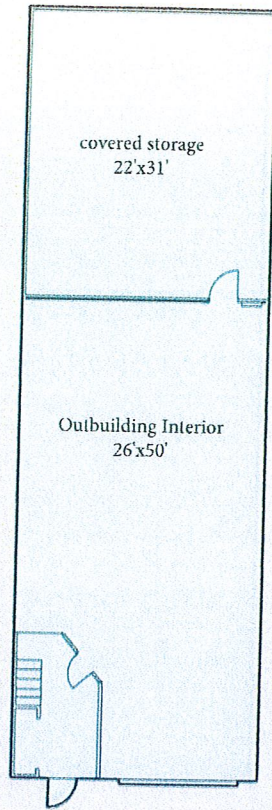
2A

222.71'

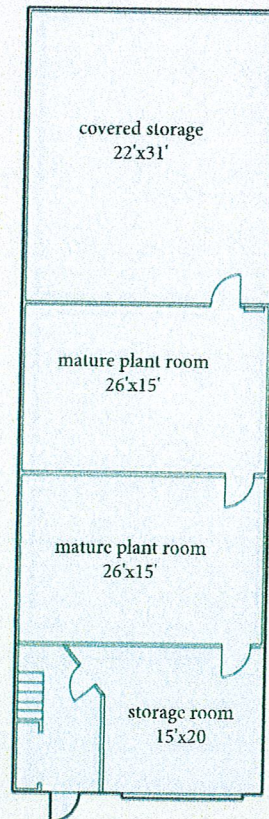
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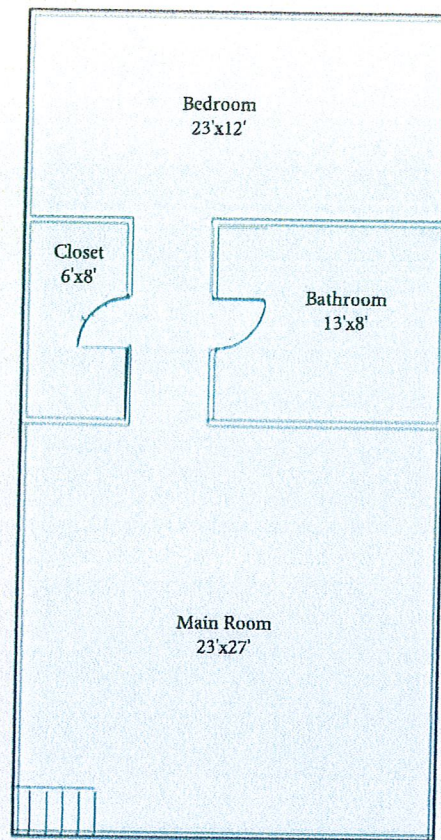
Outbuilding 1st floor
current floorplan



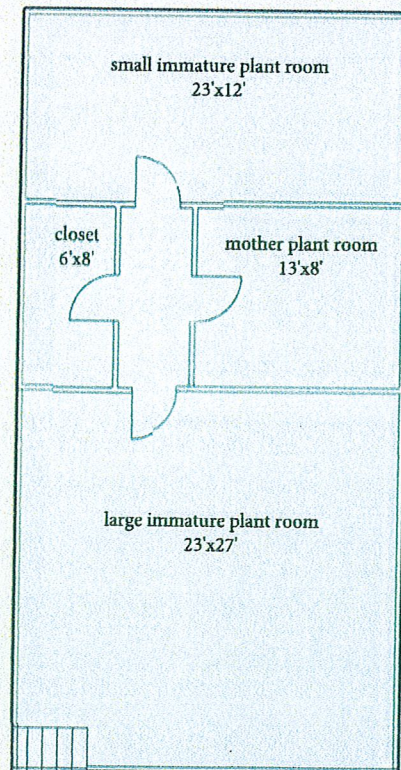
Outbuilding 1st floor
proposed floorplan



Outbuilding 2nd floor
current floorplan

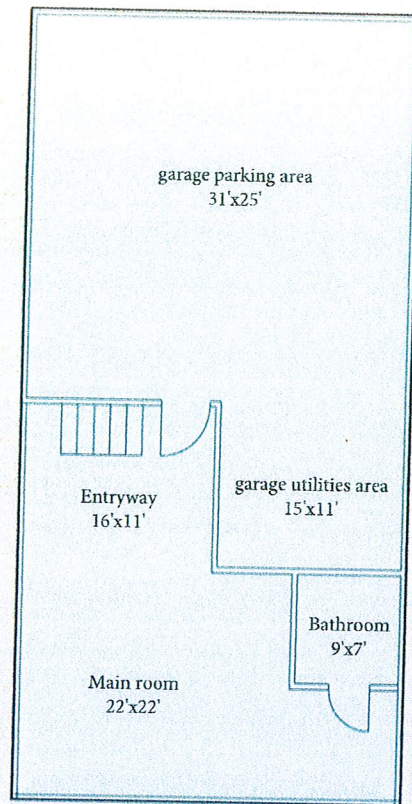


Outbuilding 2nd floor
proposed floorplan

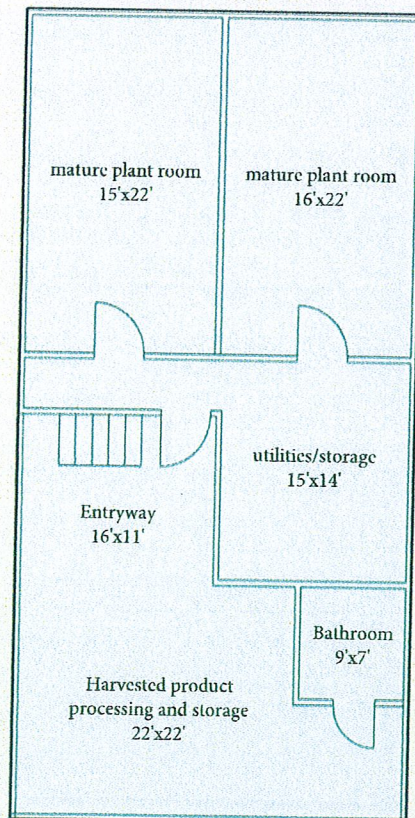


Floorplan Part 3

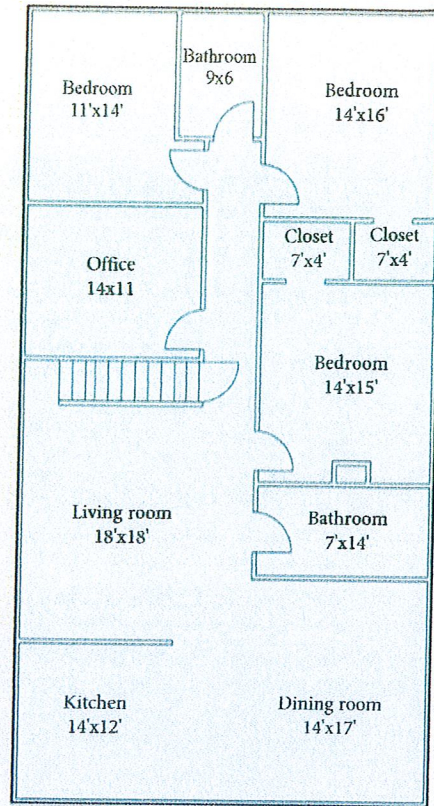
House 1st floor
current floorplan



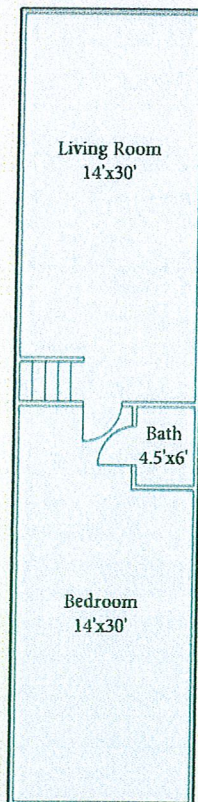
House 1st floor
proposed floorplan



House 2nd floor, current floorplan (No modifications planned)



House 3rd floor, current floorplan (No modifications planned)



Non-hazardous, solventless extraction operating procedures summary

1. Plant material is harvested and placed in a freezer to freeze the product, this process makes resin glands brittle to allow for a physical separation.
2. Frozen plant material is added to a ice water bath.
3. Ice water bath containing frozen plant material is agitated using a mixing implement, this process breaks the resin gland heads away from the plant material
4. Ice water bath containing frozen plant material is poured through a series of micron screens to separate the plant material from the resin gland heads.
5. Resin gland heads are placed in a freeze-dryer and freeze-dried to remove moisture content.
6. Resin glands are placed inside a micron screen pouch.
7. The micron screen pouch containing resin gland heads is placed inside of a heated press and pressed to achieve the final product using temperatures less than 200 degrees Fahrenheit.

Safety points overview:

- No hazardous, volatile, or flammable substances/chemicals are used in our process. Only water and ice.
- No pressurized chambers, or containers with contents under pressure are used in our process.
- No open flames or other sources of ignition are used in our process.
- No non-certified or non-listed electronic equipment is used in our process.
- All machinery and equipment is used safely, in the manner it was designed for in our process.
- No off-gassing, fumes, or noxious smells are associated with our process.
- No safety hazards, or potentially hazardous work environments are associated with our process.

CPORT CREDIT UNION
399 WESTERN AVE
AUGUSTA, ME 04330
800-464-0253

VERIFICATION OF DEPOSIT

Account Holder(s): JPT LLC (Primary)
PETER E FOWLER (Authorized Signer SHARE 01)
PETER E FOWLER (Authorized Signer SHARE 10)

Share ID	Description	Open Date	Current Balance
01	BUSINESS SAVINGS	05/05/2021	20.00
10	BUSINESS CHECKING	05/05/2021	50,394.59

Loan ID	Description	Current Balance	Current Payment	Original Balance	Delq 30-59	60-89	90-119	120+	Open Date
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Not
Applicable

X  Dated 06/07/2021
Lydia Derosier
teller



Office of Code Enforcement

Headspace Medical
25 ABJ Dr.
Gardiner ME
04345

July 14, 2021

Based on the information you provided for the medical marijuana cultivation facility located at 25 ABJ Dr., the Code Enforcement Department does not anticipate any safety concerns or negative impacts, and is therefore ok with this development. If any information you provided were to change, I would ask that you inform the City of Gardiner of those changes.

Thank you,

Kris McNeill
Code Enforcement Officer
City of Gardiner, Maine.



Peter Fowler
25 ABJ Drive
Gardiner Maine, 04345

June 10, 2021

Dear Peter,

Based on the information you provided for the medical marijuana cultivation and extraction facility "Headspace Medical" located at 25 ABJ Drive, the Public Works Department does not anticipate any safety concerns or negative impacts. If any information you provided were to change, I would ask that you inform us of those changes.

Thank You,

Jerry Douglass
Public Works Director
Phone: 582-4408

Department of Public Works
6 Church Street | Gardiner, ME 04345
207-582-4800 | 207-582-6895 (fax) | jdouglass@gardinermaine.com
www.GardinerMaine.com



GARDINER POLICE DEPARTMENT



Chief James M. Toman

June 9, 2021

CEO Kris McNeill
Gardiner Planning Board
Office of Economic and Community Development

Mr. Peter Fowler
Headspace Medical
25 ABJ Drive
Gardiner, Maine 04345

Per review criteria 6.5.1.13- Based upon information provided, this business appears to have appropriate operational and safety and security measures in place to operate in the City of Gardiner. Accordingly, it is my belief that the Gardiner Police Department will have the ability to respond safely and effectively to any emergency or criminal activity that may occur at the business location. This business may result in some calls for police services, however, it is not anticipated that these calls will have an impact on the overall services that the Gardiner Police Department delivers.

Sincerely,

Chief James M. Toman
Gardiner Police Department
City of Gardiner



**CITY OF GARDINER
FIRE & RESCUE DEPARTMENT**



Fire Chief Richard Sieberg

June 9, 2021

Dear Mr. Fowler,

I have received your request for a letter from the Fire Department allowing you to apply for a planning board review of your proposed business at 25 ABJ Drive under the name Headspace Medical.

Conceptually I do not have a problem with your proposed project. Obviously the Fire Department, Code Enforcement and the Fire Marshal office will be involved with your actual building plans etc.

That being said, I do not see any reason you cannot apply to the Gardiner Planning Board.

Sincerely,

Richard Sieberg
Gardiner Fire Department
Fire Chief



June 11, 2021

Planning Board
City of Gardiner
6 Church Street
Gardiner, ME 04345

Dear Planning Board,

RE: Peter Fowler

Based on the information provided for the medical marijuana cultivation and extraction facility "Headspace Medical" located at 25 ABJ Drive, the Wastewater Treatment Plant does not have any concerns as you are on a septic system and not on city sewer. If any information provided were to change, I would ask that we be informed of those changes.

Best regards,

Douglas E. Clark
Wastewater Director
City of Gardiner, Maine



GARDINER WATER DISTRICT

P.O. Box 836 • Gardiner, Maine 04848 • 207-882-8596 • Fax: 207-882-8666

June 4, 2021

Peter Fowler
Headspace Medical

Dear Mr. Fowler,

In reference to your request for a letter of approval for your proposed marijuana cultivation and extraction facility to be located at 25 ABJ Drive, the Gardiner Water District has the capacity to serve this business. Also, your business will have no negative impact on operations of the Gardiner Water District.

Sincerely,

Paul Gray Superintendent GWD



Maine Medical Use
Of Marijuana

Date Issued: 05/24/2021
Expires: 05/23/2022

Individual Caregiver

PETER EDWARD CHEN FOWLER

DOB: [REDACTED]

No Retail Location Provided

Registration #: CGR30176

Control # : 754632

Authorized for: 30 mature/60 immature and/or

Harvested