To whom it may concern

I Fern Larochelle owner of Larochelle properties located at 140 Main St. Lisbon Falls ME 04252 also owner of 5 Canal St. Lisbon Falls Maine 04252 give my permission to Lorelei Hilliker owner of 207 Edibles to perform Medical Marijuana Business including but not limited to producing medical marijuana edibles at 5 Canal St., Lisbon Falls, ME 04252.

Fern Larochelle

Lorelei Hilliker

10/31/2024

To whom it may concern:

207 Edibles has permission to operate a marijuana business out of the 5 canal st location in Lisbon Falls, ME.

Sincerely;

Manager Riverbend Investment Properties

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RIVERBEND INVESTMENT PROPERTIES, LLC

LIMITED LIABILITY COMPANY AGREEMENT
(*Manager-Managed*)

Effective Date: _____ ____, ***2020***

This LIMITED LIABILITY COMPANY AGREEMENT is made and entered into effective as of the Effective Date (as defined above) pursuant to, and in accordance with, the Maine Limited Liability Company Act, 31 M.R.S. §§ 1501 *et seq.*, as amended (the "**Act**"), by and among RIVERBEND INVESTMENT PROPERTIES, LLC, a Maine limited liability company (the "**Company**"), and the members of the Company listed in ***Schedule A*** attached hereto and incorporated herein by reference (such members, collectively, the "**Members**" and, each, a "**Member**").

ARTICLE 1
FORMATION; BUSINESS PURPOSE

1.1. Formation. The Company will be formed upon the later of the Effective Date and the effective date of the filing of a Certificate of Formation of the Company with the Maine Department of the Secretary of State.

1.2. Purpose; Principal Place of Business. The Company will be formed for the purpose of owning and leasing real estate, and all other purposes that are permitted under the laws of the State of Maine and approved by the vote of the Managers of the Company (the "**Business**"). The Managers of the Company are vested with all power and authority necessary or convenient to carry out the Business. The initial principal place of business of the Company will be located in Scarborough, Maine.

ARTICLE 2
MEMBERS; VOTING; MEETINGS; OUTSIDE ACTIVITIES

2.1. Members. The initial Members of the Company will be as listed in ***Schedule A*** attached hereto and incorporated herein by reference. The Company may admit one or more additional or substitute Members only in accordance with Article 8. The Company may issue or grant one or more additional Membership Interests only in accordance with Article 10.

2.2. Voting; Disputed Matters. The affirmative vote in person, by proxy, or by written consent of a Member or Members holding more than fifty percent (50.00%) of the Membership Interests (as defined below) will be the act of the Members for all purposes under this Agreement, unless a greater or different vote is specifically required under this Agreement.

If a deadlock or dispute arises between or among the Members relating to this Agreement or the Company's Business or affairs (each such deadlock or dispute, a "**Member Dispute**"), then the Members shall use all reasonable efforts to resolve the Member Dispute on an amicable basis. If the Member Dispute is not resolved on such basis within sixty (60) days after a Member first brings the Member Dispute to the attention of the other Members, then any Member may serve upon such other Members a written demand for arbitration of the Member Dispute. The Member Dispute will thereafter be settled by arbitration before a single arbitrator in accordance with the Expedited Procedures under the Commercial Arbitration Rules of the American Arbitration Association, or such other rules and procedures upon the vote of the Members. Any such arbitration shall occur in Portland, Maine, or such other location upon the vote of the Members. Any award or decision obtained from any such arbitration

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proceeding will be final and binding upon the parties involved in the Member Dispute, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. To the fullest extent permitted by law, no action at law or in equity based upon any claim arising out of or relating to this Agreement will be instituted in any court by any Member except (a) an action to compel arbitration pursuant to this Section, or (b) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section.

2.3. Meetings. The Members may, but are not required to, hold formal meetings for the purpose of transacting business, and such meetings may be called by the vote of the Managers or by the vote of the Member or Members holding at least twenty-five percent (25.00%) of the Membership Interests, and written notice of such meeting shall be delivered to the Members not less than three (3) days, and not more than sixty (60) days, before the date of such meeting. Each such meeting may be conducted by, and the Members may participate in any such meeting by, means of telephone conference or similar communications equipment through which all persons participating in the meeting can hear one another and any such participation will constitute that Member's presence in person at such meeting.

2.4. Action by Members without Meeting. If the Members are permitted or required to take any action by vote, then such action may be taken without a meeting, prior notice, or a vote if a written consent(s) setting forth the action so taken or to be taken is signed at any time before or after the intended effective date of such action by a Member or Members holding more than fifty percent (50.00%) of the Membership Interests and such written consent(s) is delivered to the office of the Company, unless a greater or different vote is specifically required under this Agreement. The Company shall give prompt notice of the taking of an action without a meeting by less than a unanimous written consent to each Member who has not consented in writing to such action, but who would have been entitled to vote thereon had such action been taken at a meeting. For purposes of this Section, the term "written" includes a communication that is transmitted, received, or both by electronic means, including without limitation electronic mail, and the term "signed" includes an "electronic signature" as defined in the Maine Uniform Electronic Transactions Act, 10 M.R.S. §§ 9401 *et seq.*

2.5. Outside Activities. Subject to the terms of any written agreement by any Member and the Company to the contrary, a Member may have business interests and engage in business activities in addition to those business interests and business activities relating to the Company, including such business interests and business activities that may compete directly with the Business of the Company. Subject to the terms of any written agreement by any Member and the Company to the contrary, neither the Company nor any other Member will have any rights by virtue of this Agreement in any such additional business interest or business activity of any Member.

ARTICLE 3
MEMBERSHIP INTERESTS; CAPITAL CONTRIBUTIONS

3.1. Membership Interests. Each Member's name, mailing address, Capital Contribution (as defined below), and membership interest in the Company ("**Membership Interest**") shall be listed in ***Schedule A***, which Membership Interest includes such Member's right (a) to receive a distributive share of Net Profits (as defined in the Company's Tax Rules listed in ***Schedule C***), Net Losses (as defined in the Company's Tax Rules listed in ***Schedule C***), and other items of income, gain, loss, deduction, and credits of the Company; (b) to receive a distributive share of the assets of the Company upon its dissolution; (c) to vote upon, consent to, or otherwise participate in, any decision of the Members; and (d) to receive any and all other benefits to which such Member may be entitled as provided in this Agreement or required by the Act. The Company may, but is not required to, issue membership certificates to the Members reflecting their respective Membership Interests. Subject to the provisions of Article 8 and Article 10, the Managers shall from time to time amend ***Schedule A*** to reflect the admission and

dissociation of Members and any changes in a Member's Membership Interest arising from the transfer of a Membership Interest or any portion thereof.

3.2. Capital Contributions. The Members shall contribute the initial capital to the Company in the amounts and forms as listed in ***Schedule A*** (each such contribution, a "**Capital Contribution**"). No Member will be obligated to make any additional contribution of capital to the Company beyond the amount stated in ***Schedule A***. No Member will be liable to any other Member for the repayment of all or any portion of any other Member's Capital Contribution. No Member will have priority over any other Member with respect to a return of his, her, or its Capital Contribution. No Member will be entitled to seek partition of the Company's assets. No Member will be paid interest on his, her, or its Capital Contribution.

ARTICLE 4
LIABILITY OF MEMBERS; LOANS

4.1. Liability of Members. No Member will be liable for the debts and obligations of the Company solely by reason of his, her, or its status as a Member.

4.2. Loans. The Member(s) may, upon the vote of the Managers, loan money to the Company on such terms as the Managers determine. If the Company wishes to borrow money from the Members, then each Member may, but will not be required to, loan to the Company a proportionate amount of such borrowing equal to such Member's proportionate share of the Membership Interests owned by the Members who desire to participate in such borrowing on such terms as the Managers determine.

ARTICLE 5
ALLOCATIONS; DISTRIBUTIONS; CAPITAL ACCOUNTS

Except as may be required to comply with the special allocation and distribution provisions of the Company's Tax Rules as listed in ***Schedule C*** attached hereto and incorporated herein by reference, all allocations for book purposes and for tax purposes and any distributions shall be made as follows:

5.1. Allocations for Book Purposes. All Net Profits and Net Losses shall be allocated to, and among, the Members in their respective proportion to their respective Membership Interests.

5.2. Allocations for Tax Purposes. All income, gains, losses, deductions and credits of the Company (collectively, the "**Tax Items**") shall be allocated, for federal, state, and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, deductions, and credits among the Members for computing their Capital Accounts (as defined below), except that if any such allocation for tax purposes is not permitted by the Internal Revenue Code of 1986, as amended (the "**Code**"), or other applicable law, the Company's subsequent income, gains, losses, deductions, and credits shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other applicable law, so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

5.3. Distributions from Operations of the Company. Except as otherwise required by the Act, the Managers shall make distributions to the Members in accordance with their respective Membership Interests at such time and in such manner as the Managers determine, taking into account the Company's working capital needs.

5.4. Capital Accounts. The Company shall maintain a capital account ("**Capital Account**") for each Member in accordance with the Company's Tax Rules as listed in ***Schedule C***.

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ARTICLE 6
MANAGEMENT

6.1. Managers. The Members shall elect, by the vote of the Members, one (1) or more persons to serve as the Managers of the Company to manage the Business and affairs of the Company (each such person, a "**Manager**" and, collectively, the "**Managers**"). A Manager need not be a Member, natural person, or resident of the State of Maine. There shall be, at all times, no less than one (1) Manager. A Manager shall hold office until a new election is held, unless such Manager (a) earlier resigns, which shall take effect on the date that the Members receive such Manager's written notice of such resignation or such later date as may be provided in such notice; or (b) is removed upon the vote of the Members before such election. Notwithstanding anything in this Agreement to the contrary, if, for any reason, a Manager becomes unable or unwilling to continue to serve as a Manager, then the Members may, but shall not be required to, appoint a successor of such Manager. The resignation or removal of a Manager who is also a Member shall not affect such Manager's rights as a Member or constitute an Event of Dissociation of such Manager as a Member. The person(s) listed in ***Schedule B*** shall serve as the initial Manager of the Company. Subject to the provisions of this Article, the Managers shall from time to time amend ***Schedule B*** to reflect the election, resignation, or removal of the Managers.

6.2. Authority; Decision Making; Third Parties; Action by Managers without Meeting. Subject to the terms of this Agreement and the terms of any Statement of Authority filed by the Company with the Maine Department of the Secretary of State, the Managers shall have full and exclusive power and authority (a) to manage the Company's Business; and (b) to act on the Company's behalf in dealings with third parties, including, without limitation, the power and authority to purchase, sell, mortgage, lease, and dispose of real, personal, and intangible property, to hire employees, to contract with third parties, including, without limitation, affiliates, to borrow money, and to pledge the assets of the Company. Each Manager shall be entitled to one (1) vote, and each matter to be decided by the Managers shall be decided by the affirmative vote in person or by proxy or by written consent of more than fifty percent (50.00%) of the Managers. If a deadlock or dispute arises between or among the Managers relating to any matter to be decided by the Managers (each such deadlock or dispute, a "**Manager Dispute**"), then the vote of the Members shall resolve the Manager Dispute. The Managers may act without a meeting, prior notice, or a vote if a written consent(s) setting forth the action so taken to or to be taken is signed at any time before or after the intended effective date of such action by at least the number of Managers necessary to approve such action. For purposes of this Section, the term "written" includes a communication that is transmitted, received, or both by electronic means, including without limitation electronic mail, and the term "signed" includes an electronic signature as defined in the Maine Uniform Electronic Transactions Act, 10 M.R.S. §§ 9401 *et seq.*

No person dealing with a Manager need inquire regarding the Manager's authority to bind the Company, and any person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by such Manager as to the identity and authority of such Manager or any Member and any other matter whatsoever involving the Company or any Member. The act of a Manager, within the ordinary course of the Business, shall bind the Company unless the Manager has no authority to act for the Company in a particular matter and the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

6.3. Delegation of Authority of Managers; Officers. The Managers may elect officers to whom the Managers may delegate such rights, duties, and responsibilities and with such titles as the Managers shall from time to time determine, but such delegation does not and will not relieve the Managers of the Managers' responsibility for managing the Company's Business or affect the Managers' ability to bind the Company in dealings with third parties. An officer may, but is not required to, be a Manager. The Managers may, upon the vote of the Managers, (a) elect any successor or additional officer,

or (b) remove any officer. An officer shall hold office until a new election is held, unless the officer resigns or is removed by the Managers before such election. The person(s) identified in ***Schedule B*** shall serve as the officer(s) of the Company.

(a) *President*. The President, if any, shall be the chief executive officer of the Company, preside at all meetings of the Members and the Managers, have general and active management of the Business of the Company, and see that all orders and resolutions of the Managers are carried into effect.

(b) *Executive Vice-President*. The Executive Vice-President, if any, or if there shall be more than one, the Executive Vice-Presidents in the order determined by the Managers, shall, in the absence of, or in the case of the disability of, the President, perform the duties and exercise the powers of the President and perform such other duties and have such other powers as the Managers may from time to time determine.

(c) *Secretary*. Upon the request by the Managers, the Secretary shall attend meetings of the Managers, give notice of special meetings of the Managers, and record all of the proceedings of such meetings in a book kept for that purpose. The Secretary shall perform such other duties and have such other powers as the Managers or the President may from time to time determine. The Secretary shall be supervised by the Managers and the President.

(d) *Treasurer*. The Treasurer shall have custody of the Company's funds and securities, keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and deposit all monies and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Managers. The Treasurer shall disburse the funds of the Company as may be ordered by the Managers, taking proper vouchers for such disbursements, and render to the President and the Managers, at the regular meetings of the Managers or when the Managers so require, an account of all of the transactions of the Treasurer and the financial condition of the Company.

6.4. Limitation on Authority of Managers and Officers. No Manager or officer may take any of the following actions without the prior vote of the Managers and the prior vote of the Members:

(a) dispose or contract for a disposition of all or substantially all of the Company's property;

(b) incur or refinance any indebtedness on behalf of the Company in an amount greater than Ten Thousand and 00/100 Dollars ($10,000.00);

(c) cause the Company to incur any obligation or make any capital expenditure in any single transaction or series of related transactions in an amount greater than Ten Thousand and 00/100 Dollars ($10,000.00);

(d) lend money to or guaranty or become surety for the obligations of any person;

(e) compromise or settle any claim against or inuring to the benefit of the Company involving an amount in controversy greater than Ten Thousand and 00/100 Dollars ($10,000.00);

(f) cause or permit the Company to engage in any activity that is not consistent with the purposes of the Company as set forth in this Agreement;

(g) enter into any transaction with a Manager or Member or person related to a Manager or Member, including a compensation arrangement;

(h) approve a merger, consolidation or conversion of the Company; or

(i) knowingly do any act in contravention of this Agreement.

6.5. Duties; Compensation. Each Manager shall exercise his, her, or its powers and discharge his, her, or its duties in good faith with a view to the interests of the Company and its Members and with that degree of diligence, care, and skill that ordinarily prudent persons would exercise under similar circumstances in like positions. If a Manager violates this Agreement, then such Manager shall be liable to the Company and its Members for all costs and damages resulting from such violation. Each Manager shall devote so much time to the Business as the requirements of the Business dictate from time to time. The Managers may be paid such reasonable compensation at then-existing market rates for rendering services to the Company as shall be approved by the vote of the Members.

6.6. Members' Limited Role. Except as otherwise provided in this Agreement or required by the Act, the Members shall have no voting or management rights. No Member, except in his, her, or its capacity as a Member, may participate in the management of the Business or affairs of the Company or bind the Company in dealings with third parties.

ARTICLE 7
TERM; DISSOLUTION

7.1. Term; Dissolution. The Company shall exist perpetually until dissolved upon the happening of one or more of the following events:

(a) the prior unanimous vote of the Members to terminate the Company; or

(b) the entry of a decree of judicial dissolution of the Company.

The dissociation of a Member or the transfer of a Membership Interest shall not cause the dissolution of the Company.

7.2. Winding Up; Liquidation; Distribution of Assets. Upon the Company's dissolution, the Managers shall take all necessary actions to wind up the Company's affairs in an orderly manner. In furtherance of the winding up process, the Managers shall, in accordance with applicable law, distribute or apply the Company's assets as follows:

(a) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may decide to distribute any assets in kind);

(b) discharge or make reasonable provision for all liabilities of the Company, including liabilities to Members who are also creditors (other than liabilities to Members for distributions and the return of capital) and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company; and

(c) after discharging or making reasonable provision for all liabilities of the Company, distribute the remaining assets of the Company to the Members in accordance with the positive balances in their Capital Accounts after taking into account all Capital Account adjustments for the taxable year of the dissolution.

Upon completion of the winding up process, the Managers shall file a Certificate of Cancellation with the Maine Department of the Secretary of State.

ARTICLE 8
RESTRICTIONS ON SALES AND TRANSFERS OF MEMBERSHIP INTERESTS

8.1. General Restrictions; Definitions. No Membership Interest shall be sold, transferred, or otherwise disposed of by a Member unless and until (a) the provisions of this Article are fully satisfied, or (b) such provisions are waived upon the vote of the Managers. In no event shall a transfer be permitted without a vote of the Managers if such transfer would cause a termination of the Company for tax purposes under Section 708 of the Internal Revenue Code of 1986, as amended (the "**Code**"). The following terms used in this Article shall have the following meanings:

(a) "**Bona Fide Offer**" means an offer in writing made to a Member to purchase all or any portion of the Member's Membership Interest that the Member desires in good faith to accept.

(b) "**Deferred Payment Terms**" means the payment by the Optionee to the Transferring Member of an amount equal to ten percent (10.00%) of the purchase price (the "**Down Payment**") and the delivery of a promissory note for remaining ninety percent (90.00%) of such purchase price. The promissory note shall provide for equal monthly installment payments thereunder commencing one (1) month after the date of payment of the Down Payment over a term of not more than seven (7) years, and shall bear interest at the Applicable Federal Rate in effect on the date of the Down Payment as determined by the Internal Revenue Service. The promissory note shall not be assignable and shall allow for prepayment, in whole or in part, without premium or penalty therefor.

(c) "**Fair Value**" means the fair value agreed to by the Optionee and the Transferring Member within thirty (30) days after receipt by the Managers of the Transferring Member's notice of a desire to transfer a Membership Interest, except that if no agreement is made within thirty (30) days, the fair value shall be determined as follows:

(i) The Transferring Member and the Managers shall jointly engage an independent appraiser to determine the Fair Value; provided, however, that if they are unable to agree upon the person to be engaged, the Company's regular accountant shall engage on their behalf a qualified appraiser who is not affiliated, directly or indirectly, with any of them.

(ii) The independent appraiser shall determine the Fair Value by using a methodology contemplating a price that a willing seller would sell, and a willing buyer would buy, the Membership Interests, free and clear of all liens, security interests, or other encumbrances, in an arm's-length transaction for cash, without time constraints, without being under any compulsion to buy or sell, and without any minority interest discount, discount attributable to transfer restrictions, or control premium.

(iii) All costs of the appraisal shall be paid by the party whose opinion was rejected by the appraiser. A determination of the fair value of such Membership Interest made in this manner shall be final, binding and conclusive upon all parties.

(d) "**Offered Interest**" means all or any portion of a Membership Interest proposed to be sold or transferred in accordance with Section 8.2 or Section 8.3.

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(e) "**Optionee**" means each of the Company, the Members in proportion to their respective Membership Interests, or any person or persons approved by the Managers who are not affiliated with any Selling Member or Transferring Member. In the event that more than one Optionee exercises its option, the priority among them shall be determined as follows: (i) first, the Company's exercise shall be accepted up to one hundred percent (100.00%) of the Offered Interest; (ii) second, the remaining Members' exercise shall be accepted up to one hundred percent (100.00%) of the remaining Offered Interest; and (iii) third, any other person or persons approved by the Managers who are not affiliated with any Selling Member or Transferring Member shall have their exercise accepted up to one hundred percent (100.00%) of any further remaining Offered Interest.

(f) "**Selling Member**" means any Member, any personal representative of a Member, or any person or entity claiming by, through, or under a Member, including without limitation any assignee for the benefit of creditors or trustee in bankruptcy or receiver, however appointed, of a Member, and including any creditor executing a judgment by an involuntary sale through judicial process, who has received a Bona Fide Offer for the purchase of all or any portion of a Membership Interest.

(g) "**Transferring Member**" means any Member, any personal representative of a Member, or any person or entity claiming by, through, or under a Member, including without limitation any assignee for the benefit of creditors or trustee in bankruptcy or receiver, however appointed, of a Member, and including any creditor executing a judgment by an involuntary sale through judicial process, who desires to transfer all or any portion of a Membership Interest, and who has not received a Bona Fide Offer for the purchase of all or any portion of a Membership Interest.

8.2. Restrictions Applicable to Selling Members. If any Selling Member desires to sell all or any portion of the Membership Interest owned by the Selling Member, then the Selling Member shall first notify the Managers of the nature of the Offered Interest to be sold, the name of the person or entity to whom the Selling Member desires to sell the Offered Interest and the terms of the Bona Fide Offer. For a period of forty-five (45) days following receipt of such notice by the Managers (the "**Sales Option Period**"), the Optionee shall have an option to purchase the Offered Interest at the same price and upon the same terms as set forth in the Bona Fide Offer. The Optionee must exercise the option by notice to the Selling Member prior to expiration of the Sales Option Period. If one or more Optionees exercises the option to purchase the entire Offered Interest prior to the expiration of the Sales Option Period, then the notice of its exercise shall fix a closing date for the purchase which shall be not earlier than ten (10) days nor more than sixty (60) days after the expiration of the Sales Option Period.

If the Optionee (collectively) does not exercise the option to purchase the entire Offered Interest prior to expiration of the Sales Option Period, then the Selling Member may sell the entire Offered Interest to the person named in the initial notice upon the terms of the Bona Fide Offer; provided however, that if the sale is not completed within thirty (30) days following the expiration of the Sales Option Period, the provisions of this Article must again be complied with before the Selling Member may transfer the Offered Interest.

8.3. Restrictions Applicable to Transferring Members. If any Transferring Member desires to transfer, including without limitation exchanges or dispositions by way of distribution pursuant to the terms of any will or trust, all or any portion of the Membership Interest owned by the Transferring Member and such proposed transfer is not subject to the provisions set forth in Section 8.2 hereof, then the Transferring Member shall first notify the Managers stating the nature of the Offered Interest to be transferred and the name of the person or entity to whom the same is to be transferred and the manner of and reason for such transfer and the consideration (if any) to be received. For a period of forty-five (45) days after determination of Fair Value in accordance with Section 8.1 above (the "**Transfer Option Period**"), the Optionee shall have the option to purchase the Offered Interest at its Fair Value upon the

Deferred Payment Terms. The Optionee must exercise the option by notice to the Transferring Member prior to expiration of the Transfer Option Period. If one or more Optionees exercises the option to purchase the entire Offered Interest prior to the expiration of the Transfer Option Period, then the notice of its exercise shall fix a closing date for the purchase which shall be not earlier than ten (10) days nor more than sixty (60) days after the expiration of the Transfer Option Period.

If one or more Optionees do not exercise the option to purchase the entire Offered Interest prior to the expiration of the Transfer Option Period, the Transferring Member may transfer the entire Offered Interest; provided, however, that the transfer occurs on the terms stated in the original notice received by the Managers to the person or entity named therein and the transfer occurs within thirty (30) days following the expiration of the Transfer Option Period. If a transfer does not occur within the stated thirty (30) days, then the provisions of this Article must again be satisfied before the Transferring Member may transfer the Offered Interest.

8.4. Permitted Transfers. Notwithstanding the provisions of Sections 8.2 and 8.3, and subject to the limitations of Section 8.8, a Member may, without the vote of the Members, transfer all or any portion of his, her, or its Membership Interest to any of the following:

(a) another Member;

(b) an individual who is part of the Member's immediate family through marriage, birth or adoption (i.e., parent, spouse, sibling or lineal descendent);

(c) a trust established for the benefit of the Member or any one or more individuals who are part of his or her immediate family; or

(d) an affiliate of a Member (*i.e.*, an entity controlled by, or under common control with, the Member),

provided, however, that as a condition to any such transfer, the transferee shall execute and deliver to the Company such documents as may be reasonably required by the Company to confirm the agreement of the transferee to be bound by the provisions of this Agreement, and provided, further, that as a condition to any transfer under Section 8.4(b), (c), or (d), the Membership Interest held by such transferee shall become a non-voting Membership Interest and the transferee shall hold only the economic interest of such transferred Membership Interest. Notwithstanding the foregoing, if the Member transfers all or a portion of his, her, or its Membership Interest to a trust contemplated in Section 8.4(c) and such Member is the investment trustee or trustee of such trust or has the ability, in his, her, or its sole discretion, to direct certain actions of the trust, then such Membership Interests shall retain all rights and privileges, including any voting rights, if applicable, as were in place prior to such transfer; provided, however, that at such time as such Member ceases to serve as investment trustee or trustee or otherwise direct certain actions of the trust, then the provisions of the preceding sentence shall take effect.

8.5. Pledges. Nothing in this Article shall in any way limit or restrict the right of a Member to pledge a Membership Interest as security; provided, however, that any pledgee of a Membership Interest shall be subject to and shall comply with the provisions of Article 8 prior to selling or transferring the pledged Membership Interest to any person other than the pledgee or the pledgee's legal representatives, as pledgee. No pledgee may be admitted as a substitute Member absent the vote of a majority in interest of the remaining Members (other than the pledgor Member) and the vote of the Managers. Absent such a vote, the rights of the pledge and the pledgee's assign(s) shall be limited to those of dissociated Member pursuant to Article 9 below and Section 1583 of the Act.

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8.6. Charging Orders. Notwithstanding anything to the contrary contained herein, a creditor of a Member, notwithstanding any judgment received in the creditor's favor with respect to any interest in the Company, except as set forth in this Section shall not acquire any rights of a Member or have the ability to be involved in the management of the Company or have the right to cause the dissolution and/or liquidation of the Company. The rights of such judgment creditor shall be expressly limited to the right to receive distributions, if any, made to the debtor Member with respect to such debtor Member's Membership Interest in accordance with this Agreement, up to the amount of the judgment against the debtor Member.

8.7. Precedence of Members Agreement. In the event that all of the Members enter into a separate agreement governing their respective rights and obligations with respect to the transfer of Membership Interests and such agreement conflicts with this Article, then such agreement shall supersede this Article to the extent necessary to eliminate any such conflict.

8.8. Effect of Transfer. Upon compliance with this Article and execution of such documents and instruments as may reasonably be required by the Company to effect such transfer and to confirm the agreement of the transferee to be bound by the provisions of this Agreement, a Member's transferee, personal representative, assignee, or other successor shall (a) be entitled to the economic benefits of the former Member, (b) succeed to the former Member's Capital Account, and (c) have all other rights of membership; provided, however, that subject to Section 12.11, any assignee or transferee pursuant to Section 8.4(b), (c), or (d) shall have no voting rights (other than a transferee contemplated in the last sentence of Section 8.4), and shall be entitled only to the former Member's economic benefits. If the transfer is triggered by an Event of Dissociation (as defined below) and there are no exercising Optionees, then the Transferring Member's successors and assigns shall automatically be entitled to all of the benefits of membership. In no event shall an Event of Dissociation cause the dissolution of the Company.

ARTICLE 9
DISSOCIATION OF MEMBERS

9.1. Events and Effect of Dissociation. Upon the occurrence of any of the events specified in Section 1582 of the Act (including, without limitation, voluntary dissociation, death, adjudication of incompetency, bankruptcy, insolvency, or dissolution) (each of such events, an "**Event of Dissociation**"), the dissociated Member shall be deemed a Transferring Member and the rights and obligations of the withdrawing Member shall be as specified in Article 8. Until the dissociated Member's Membership Interest is transferred to an Optionee during the Transfer Option Period or otherwise in accordance with Section 8.3, the dissociated Member's rights with respect to his, her or its Membership Interest shall be in accordance with Section 1583 of the Act.

9.2. No Voluntary Right to Dissociate. No Member may voluntarily dissociate from the Company without (a) the vote of the Managers, and (b) compliance with the provisions of Article 8. A Member shall be liable to the Company for damages for breach of this provision.

ARTICLE 10
ADDITIONAL MEMBERS OR MEMBERSHIP INTERESTS

10.1. Additional Members. Except upon the prior vote of the Managers and the prior vote of the Members, the Company shall not (a) admit any additional Members, or (b) reserve for issuance, authorize the issuance of, agree to issue, or issue (i) any additional Membership Interests, (ii) any security or debt convertible into or exchangeable for Membership Interests or (iii) any options, warrants, or rights to acquire Membership Interests. If the Company issues additional Membership Interests or any such other security, option, warrant, or right in a manner consistent with this Article, then the person so

acquiring same shall agree in writing, as a condition precedent to the issuance to him, her, or it of such Membership Interest, to be bound by all provisions of this Agreement.

ARTICLE 11
INDEMNIFICATION

11.1. Mandatory Indemnification. The Company shall, to the full extent of its power to do so under law, indemnify any person who was or is a Manager or officer of the Company or is or was serving at the request of the Company as a member, manager, director, officer, trustee, partner or fiduciary of another company, corporation, partnership, joint venture, trust, pension or other employee benefit plan or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid and actually and reasonably incurred by such person in the settlement of or in connection with any threatened, pending, or completed civil, criminal, investigative, or administrative suits, actions, or proceedings to which such person is or was a party or is or was threatened to be made a party because of or in connection with such person's service to or on behalf of this Company.

11.2. Elective Indemnification. The Company may, upon the vote of the disinterested Managers, indemnify any person, including without limitation, a Member, Manager, officer, employee, or agent of the Company, in any particular case, against reasonable expenses, including attorneys' fees, judgments, fines and amounts paid, if in their judgment such indemnification should be made. The determination that indemnification under this Section is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made by disinterested Managers or, if such Managers direct, by independent counsel or the Members all as provided by law; provided however, if a majority of the Managers has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall be made by special legal counsel agreed upon by the new Managers and the person seeking indemnification.

11.3. Exceptions. Notwithstanding anything in this Article to the contrary, (a) the Company shall not have the power to indemnify any person with respect to any claim, issue or matter asserted by or in the right of the Company as to which that person is finally adjudicated to be liable to the Company unless the court in which the action, suit or proceeding was brought shall determine that, in view of all the circumstances of the case, that person is fairly and reasonably entitled to indemnity for such amounts as the court shall deem reasonable; (b) no indemnification shall be provided to any person whose conduct shall have been finally adjudicated to have constituted fraud, bad faith, intentional misconduct or a material breach of this Agreement or, with respect to criminal proceedings, if such person is finally adjudicated to have committed a crime, an element of which is the reasonable cause to believe that such person's action was unlawful; and (b) the Company shall not indemnify any person in connection with a proceeding initiated by such person unless the proceeding was authorized by the Managers.

11.4. Expenses Paid in Advance. Any person eligible for indemnification under this Article shall in all cases be entitled to payment in advance for expenses, except that the Company shall not be required to advance such expenses to a person who is a party to an action, suit or proceeding brought by the Company and approved by the Managers that alleges willful misappropriation of company assets by such person, disclosure of confidential information in violation of such person's fiduciary or contractual obligations to the Company or any other willful and deliberate breach in bad faith of such person's duty to the Company or its members.

11.5. Scope and Application. It is intended that this Article be construed to maximize the indemnification of the persons covered hereby and shall inure to the benefit of the heirs and personal representatives of such persons. Indemnification under this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any other agreement or

otherwise. The rights of indemnification under this Article are contract rights that may be enforced in any manner desired by such person and that may not be abridged or impaired in any manner.

11.6. Insurance. The Managers may cause the Company to purchase and maintain insurance on reasonable or market terms on behalf of any person who is or was a Manager, officer, Member, employee, or agent of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, partner, trustee or fiduciary of another company or corporation or as the Company's representative in a partnership, joint venture, trust, or other enterprise, against a liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Company would have the power to indemnify such person.

11.7. Vested Rights. Any amendment, modification or repeal of this Article shall not deny, diminish, or otherwise limit the rights of any person to indemnification or advance under this Article with respect to any action, suit, or proceeding arising out of any conduct, act, or omission occurring or allegedly occurring at any time prior to the date of such amendment, modification, or repeal.

ARTICLE 12
MISCELLANEOUS

12.1. Registered Agent and Office. The Company shall have the registered agent and office determined from time to time by the Managers and as reported on filings made with the Secretary of State of the State of Maine as required by the Act.

12.2. Ratification. All actions taken on behalf of the Company by the Organizer identified in the Company's Certificate of Formation, up to and including the date hereof, are hereby ratified, confirmed, and approved in all respects.

12.3. Accounting Period and Methods. The Company's accounting period shall be the calendar year. The Company's accounting methods shall be in accordance with generally accepted accounting principles.

12.4. Records. The Company shall maintain for inspection by the Members at all reasonable times complete and accurate books and records of the Company's affairs. At a minimum, the Company shall maintain copies of its Certificate of Formation and Limited Liability Company Agreement with all amendments, current and past lists of all Members and their addresses, tax returns, and financial statements for the past seven (7) years, consents or minutes of all meetings of the Managers and the Members, and all documents relative to any Member's obligation to contribute cash, property, or services.

12.5. Tax Audits. Unless the Company has made the Election (as defined below), the following provisions shall apply with regard to a federal (and where appropriate) any state tax audit. For purposes of this Section 12.5, unless otherwise specified, all references to provisions of the Code shall be to the provisions of Subchapter 63C of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114-75 (the "**New Audit Rules**") as such provisions may be subsequently modified.

(a) *Partnership Representative*. Jason Smith shall be the Company's designated "partnership representative" within the meaning of Code Section 6223 (the "**Tax Representative**") with sole authority to act on behalf of the Company for purposes of the New Audit Rules and any comparable provisions of state or local income tax laws. If the individual selected to serve as the Tax Representative pursuant to this Section or any successor to him or her cannot serve as Tax Representative, then the Members shall vote to appoint a successor Tax Representative.

(b) *Election Out of New Audit Rules*. If the Company qualifies in any taxable year to elect out of the New Audit Rules pursuant to Code Section 6221(b) (or successor provision) with regard to any federal tax audit and other proceedings, then upon the consent of the Members, then the Tax Representative shall cause the Company to elect out of the New Audit Rules (the "**Election**"). The Company shall continue to elect out of the New Audit Rules for each successive tax period until the Members vote to terminate the Election. In the case that the Election is made, the Company shall be subject to the tax audit rules in place prior to January 1, 2018 with the Tax Matters Member named in Section 12.5(g). If the Election is not made, then the New Audit Rules shall apply.

(c) *Options Under the New Audit Rules*. If the Election is not made and the New Audit Rules apply and if any "partnership adjustment" (as defined in Code Section 6241(2)) is determined with respect to the Company, then the Tax Representative shall promptly notify the Members upon the receipt of a notice of final partnership adjustment and such notice shall request the Members to consent (within 30 days of receipt of the notice) to one of the following actions: (i) file a petition in Tax Court, (ii) cause the Company to pay the amount of any such adjustment under Code Section 6225, or (iii) to make the election under Code Section 6226 to "push out" the obligation to pay the amount of any such adjustment to the Members of the Company in the year under audit (the "**Push Out Election**").

(d) *Entity Level Payments Reducing the Tax Liability*. If any "partnership adjustment" is finally determined with respect to the Company and the Tax Representative has not caused the Company to make the Push Out Election, then (i) the Members shall take such actions requested by the Tax Representative, including filing amended tax returns and paying any tax due in accordance with Code Section 6225 (c)(2); (ii) the Tax Representative shall use commercially reasonable efforts to make any modifications available under Code Sections 6225(c)(3), (4) and (5) to reduce the tax liability; and (iii) any "imputed underpayment" (as determined in accordance with Code Section 6225) or partnership adjustment that does not give rise to an imputed underpayment shall be apportioned among the Members of the Company for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by the Tax Representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members based upon their interests in the Company for the reviewed year.

(e) *Tiered Partnerships – Audit Adjustments From a Lower Tier*. If any subsidiary of the Company (i) pays any partnership adjustment under Code Section 6225; (ii) requires the Company to file an amended tax return and pay associated taxes to reduce the amount of a partnership adjustment imposed on the subsidiary, or (iii) makes the Push Out Election under Code Section 6226, the Tax Representative shall cause the Company to make the administrative adjustment request provided for in Code Section 6227 consistent with the principles and limitations set forth in Sections (c) and (d) above for partnership adjustments of the Company, and the Members shall take such actions reasonably requested by the Tax Representative in furtherance of such administrative adjustment request.

(f) *Survival of the Obligations of the Members*. The obligations of each Member or former Member under this Section shall survive the transfer or redemption by such Member of its Membership Interest and the termination of this Agreement or the dissolution of the Company.

(g) *Former Audit Rules*. For the audit of any tax return of the Company for which the Company has elected out of the New Audit Rules, Jason Smith shall serve as the "Tax Matters Member" pursuant to the Code and the Company shall be subject to the partnership tax audit rules under Subchapter 63C of the Code n effect prior to January 1, 2018. If the Tax Matters Member selected pursuant to this subsection or any successor to him or her is unable to serve as Tax Matters Member, then the Members shall vote to appoint a successor Tax Matters Member. The Tax Matters Member shall cause the Company to file all necessary tax or information returns and shall provide copies to the Members on a

timely basis. All elections permitted to be made for income tax purposes shall be made by the Tax Matters Member with the vote of the Members.

12.6. No Exclusive Duty. The Managers need not devote their full time and attention to the Business, but, subject to their duty of loyalty to the Company, may engage in other business ventures. Neither the Company nor any Member shall have any right to the profits derived from such other ventures, except to the extent that the Company or its Members may have an independent interest in such other ventures.

12.7. Notice. Any notice required under this Agreement shall be in writing and shall be deemed given when delivered in person or by fax, the next day after being sent by overnight delivery or three (3) days after being mailed, postage prepaid, by first-class U.S. mail, registered or certified, with return receipt requested, addressed to the Company at its principal office and to any Member as reflected in the record books of the Company.

12.8. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine without regard to conflicts of laws principles thereof.

12.9. Counterparts; Severability; Waiver; Binding Nature. This Agreement may be signed in several counterparts. The invalidity, unenforceability, or waiver of any provision of this Agreement shall not affect the other provisions of this Agreement. This Agreement is binding on the parties and their heirs, successors, and assigns.

12.10. Amendments. Except as otherwise provided in this Agreement, no amendment, modification, or supplement to this Agreement, the Company's Certificate of Formation, or the Company's Statement of Authority on file with the Maine Department of the Secretary of State, if applicable, will be effective unless it is in writing, identified as such amendment, modification, or supplement, and such amendment, modification, or supplement is approved upon the prior vote of the Managers and the prior unanimous vote of the Members. Any purported amendment, modification, or supplement to this Agreement in violation of this Section shall be null and void and of no force and effect whatsoever.

[*Signatures Page Follows.*]

IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Limited Liability Company Agreement as of the Effective Date.

COMPANY:

RIVERBEND INVESTMENT PROPERTIES, LLC

DocuSigned by:

By: _____
Name: Jason Smith
Title: Manager

MEMBERS:

DocuSigned by:
Lorelei Hilliker

_____
Name: Lorelei Hilliker

DocuSigned by:

_____
Name: Jason Smith

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Schedule A

RIVERBEND INVESTMENT PROPERTIES, LLC

MEMBERS

As of Effective Date

Member's Name and Address:	**Capital Contribution:**	**Membership Interest:**
Lorelei Hilliker 9 Pass Brook Road Durham, ME 04222	$100.00	50.00%
Jason Smith 9 Pass Brook Road Durham, ME 04222	$100.00	50.00%
Total	***$200.00***	***100.00%***

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Schedule B

RIVERBEND INVESTMENT PROPERTIES, LLC

MANAGERS AND OFFICERS

As of Effective Date

Manager's Name and Address:

Lorelei Hilliker
9 Pass Brook Road
Durham, ME 04222

Jason Smith
9 Pass Brook Road
Durham, ME 04222

Officer(s) Name and Address:

* The Managers have decided not to elect officers at this time.

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Schedule C

RIVERBEND INVESTMENT PROPERTIES, LLC

COMPANY'S TAX RULES

Definitions

"**Deficit Capital Account**" means the deficit balance, if any, in a Member's Capital Account at the end of the tax year, after giving effect to the following adjustments:

(a) credit to such Capital Account any amount which such Member is obligated to restore under § 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, as well as any addition thereto pursuant to the next to last sentence of §§ 1.704-2(g)(1) and (i)(5) of the Treasury Regulations, after taking into account thereunder any changes during such year in partnership minimum gain attributable to any partner nonrecourse debt (as determined under § 1.704-2(i)(3) of the Treasury Regulations); and

(b) debit to such Capital Account the items described in §§ 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Treasury Regulations §§ 1.704-1(b)(2)(ii)(d) and 1.704-2 and will be interpreted consistently with those provisions.

"**Depreciation**" means for each tax year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such tax year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such tax year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such tax year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such tax year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managers after consulting the tax advisors for the Company.

"**Gross Asset Value**" means with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the other Members, provided that the initial Gross Asset Values of the assets contributed to the Company shall be as set forth on ***Schedule A.***

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Members as of the following times: (1) the acquisition of an additional interest by any new or existing Member in exchange for more than a *de minimis* contribution of property (including cash); (2) the distribution by the Company to a Member of more than a *de minimis* amount of property as consideration for a Membership Interest; (3) the issuance of more than a *de minimis* interest in the Company as consideration for the provision of services to or for the benefit of the Company and (4) the liquidation of the Company within the meaning of Regulations § 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (1), (2) and (3) above shall

be made only if the Members reasonably determine that such adjustments are necessary or appropriate to reflect the relative interests of the Members in the Company;

(c) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Members; and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code § 734(b) or Code § 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation § 1.704-1(b)(2)(iv)(m), the Capital Account rules hereunder and subparagraph (d) under the definition of Net Profits and Net Losses; provided, however, that Gross Asset Values shall not be adjusted pursuant to this definition to the extent the Members determine that an adjustment pursuant to subparagraph (ii) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (a), (b) or (d) of this definition, then such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

"**Net Profits**" and "**Net Losses**" mean for each tax year of the Company an amount equal to the Company's net taxable income or loss for such year as determined for federal income tax purposes (including separately stated items) in accordance with the accounting method and rules used by the Company and in accordance with § 703 of the Code with the following adjustments:

(a) any items of income, gain, loss and deduction allocated to Members pursuant to the Special Allocation Provisions hereunder shall not be taken into account in computing Net Profits or Net Losses for purposes of this Agreement;

(b) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits and Net Losses (pursuant to this definition) shall be added to such taxable income or loss;

(c) any expenditure of the Company described in § 705(a)(2)(B) of the Code and not otherwise taken into account in computing Net Profits and Net Losses (pursuant to this definition) shall be subtracted from such taxable income or loss;

(d) in the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (b) or (c) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits and Net Losses;

(e) gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed with reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(f) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such tax year; and (g) to the extent an adjustment to the adjusted tax basis of any Company asset

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pursuant to § 734(b) of the Code or § 743(b) of the Code is required pursuant to § 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Membership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses.

Maintenance of Capital Accounts

A separate Capital Account shall be maintained for each Member of the Company. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under § 752 of the Code); (3) allocations to such Member of Net Profits; (4) any items in the nature of income and gain which are specially allocated to the Member pursuant to the Special Allocation Rules hereunder; and (5) allocations to such Member of income described in § 705(a)(1)(B) of the Code. Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under § 752 of the Code); (3) allocations to such Member of expenditures described in § 705(a)(2)(B) of the Code; (4) any items in the nature of deduction and loss that are specially allocated to the Member pursuant to the Special Allocation Rules hereunder and (5) allocations to the account of such Member of Net Losses.

The manner in which Capital Accounts are to be maintained pursuant to this Agreement is intended to comply with the requirements of § 704(b) of the Code and the Treasury Regulations promulgated thereunder. If in the opinion of the Company's accountants the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this ***Schedule C*** should be modified in order to comply with § 704(b) of the Code and the Treasury Regulations thereunder, then notwithstanding anything to the contrary contained in this Agreement, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

Regulatory and Special Allocation Provisions

If applicable, the following adjustments should be made to the allocation of Net Profits and Net Losses to the Members of the Company:

(a) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in §§ 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations which create or increase a Deficit Capital Account of such Member, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income and gain for such year and, if necessary, for subsequent years) shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit Capital Account so created as quickly as possible. It is the intent that this subsection (a) be interpreted to comply with the alternate test for economic effect set forth in § 1.704-1(b)(2)(ii)(d) of the Treasury Regulations.

(b) In the event any Member would have a Deficit Capital Account at the end of any Company tax year which is in excess of the sum of any amount that such Member is obligated to restore to the Company under § 1.704-1(b)(2)(ii)(c) of the Treasury Regulations and such Member's share of minimum gain as defined in § 1.704-2(g)(1) of the Treasury Regulations (which is also treated as an

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obligation to restore in accordance with § 1.704-1(b)(2)(ii)(d) of the Treasury Regulations), the Capital Account of such Member shall be specially allocated items of income (including gross income) and gain in the amount of such excess as quickly as possible.

(c) Notwithstanding any other provision of these Special Allocation Provisions, if there is a net decrease in the Company's minimum gain as defined in Treasury Regulations § 1.704-2(d) during a tax year of the Company, then, the Capital Accounts of each Member shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's share of the net decrease in Company minimum gain. This subsection (c) is intended to comply with the minimum gain charge-back requirement of § 1.704-2 of the Treasury Regulations and shall be interpreted consistently therewith. If in any tax year that the Company has a net decrease in the Company's minimum gain, if the minimum gain charge-back requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, then the Members may in their discretion seek to have the Internal Revenue Service waive the minimum gain charge-back requirement in accordance with Treasury Regulation § 1.704-2(f)(4).

(d) Items of Company loss, deduction and expenditures described in § 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member) nonrecourse deductions under § 1.704-2(i) of the Treasury Regulations shall be allocated to the Members' Capital Accounts in accordance with said § 1.704-2(i) of the Treasury Regulations.

(e) Beginning in the first tax year in which there are allocations of "nonrecourse deductions" (as described in § 1.704-2(b) of the Treasury Regulations) such deductions shall be allocated to the Members in the same manner as Net Profits or Net Losses are allocated for such period.

(f) Any credit or charge to the Capital Accounts of the Members pursuant to subsections (a), (b), (c), (d) and/or (e) hereof shall be taken into account in computing subsequent allocations of profits and losses, so that the net amount of any items charged or credited to Capital Accounts pursuant to the Limited Liability Company Agreement and subsections (a), (b), (c), (d) and/or (e) shall to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member pursuant to the provisions of these Special Allocation Rules if the special allocations required by (a), (b), (c), (d) and/or (e) hereof had not occurred.

(g) In the event of a transfer of the Membership Interest of a Member during a tax year or other change in the membership interest of a Member during the year due to the purchase or sale by the Company of a Membership Interest from or to such Member, Net Profits and Net Losses for such year shall be allocated to the Members in accordance with § 706 of the Code and the Treasury Regulations promulgated thereunder so as to take into account their varying Membership Interests during the year. In the event of a transfer of a Membership Interest from a Member to another person who becomes a Member, upon the election of the transferor and the transferee and the vote of the Members, such allocation may be based on the actual Net Profits and Net Losses determined by closing the Company's books as of the date of the transfer.

Tax Allocations

If applicable, the following adjustments should be made to the allocation of Company's Tax Items to the Members of the Company:

(a) In accordance with § 704(c)(1)(A) of the Code and § 1.704-1(b)(2)(iv) of the Treasury Regulations, if a Member contributes property with a fair market value that differs from its

adjusted basis at the time of contribution, income, gain, loss and deductions with respect to the property shall, solely for federal income tax purposes (and not for Capital Account purposes), be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company and its fair market value at the time of contribution.

(b) Pursuant to § 704(c)(1)(B) of the Code, if any contributed property is distributed by the Company other than to the contributing Member within seven years of being contributed, then, except as provided in § 704(c)(2) of the Code, the contributing Member shall, solely for federal income tax purposes (and not for Capital Account purposes), be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss that would have been allocated to such Member under § 704(c)(1)(A) of the Code if the property had been sold at its fair market value at the time of the distribution.

(c) In the case of any distribution by the Company to a Member, such Member shall, solely for federal income tax purposes (and not for Capital Account purposes), be treated as recognizing gain in an amount equal to the lesser of:

(i) the excess (if any) of (A) the fair market value of the property (other than money) received in the distribution over (B) the adjusted basis of such Member's Membership Interest in the Company immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution; or

(ii) the Net Pre-contribution Gain (as defined in § 737(b) of the Code) of the Member. The Net Pre-contribution Gain means the net gain (if any) which would have been recognized by the distributee Member under § 704(c)(1)(B) of the Code of all property which (1) had been contributed to the Company within seven years of the distribution, (2) is held by the Company immediately before the distribution and (3) had been distributed by the Company to another Member. If any portion of the property distributed consists of property which had been contributed by the distributee Member to the Company, then such property shall not be taken into account under this § (h) and shall not be taken into account in determining the amount of the Net Pre-contribution Gain. If the property distributed consists of an interest in another business entity, then the preceding sentence shall not apply to the extent that the value of such interest is attributable to the property contributed to such business entity after such interest had been contributed to the Company.

(d) All recapture of income tax deductions resulting from sale or disposition of Company property shall be allocated to the Member or Members to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Member is allocated any gain from the sale or other disposition of such property.

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RIVERBEND INVESTMENT PROPERTIES, LLC

ACTIONS TAKEN BY WRITTEN CONSENT OF ORGANIZER WITHOUT MEETING

The undersigned, in his, her, or its capacity as organizer (the "**Organizer**") of Riverbend Investment Properties, LLC, a Maine limited liability company (the "**Company**"), hereby takes the following actions to complete and perfect the organization of the Company.

NOW, THEREFORE, be it:

RESOLVED: That a limited liability company named "Riverbend Investment Properties, LLC" be formed under the Maine Limited Liability Company Act, 31 M.R.S. §§ 1501 *et seq.*, as amended, in accordance with that certain Certificate of Formation filed with the Maine Department of the Secretary of State on near or even date herewith; and

RESOLVED: That the initial Member(s) of the Company shall be as reflected in the Limited Liability Company Agreement of the Company executed by the Member(s), and that the Company be operated and managed as provided in such Limited Liability Company Agreement, as amended.

DATED: October 16, 2020.

By:_____
Name: John J. Moran
Title: Organizer

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RIVERBEND INVESTMENT PROPERTIES, LLC

ACTIONS TAKEN BY WRITTEN CONSENT OF MEMBERS WITHOUT MEETING

The undersigned, being all of the Members of Riverbend Investment Properties, LLC, a Maine limited liability company (the "**Company**"), hereby consent to the taking of, and hereby take, the following actions without holding a meeting, such actions being stated in the form of, and to be as fully effective as if taken by, resolution of such Members at a meeting thereof duly called and held on the date hereof at which they were present and acting throughout:

NOW, THEREFORE, be it:

Membership Subscription

RESOLVED: That the offers of the persons listed in ***Schedule A*** attached hereto and incorporated herein by reference to purchase the Membership Interests, as defined in the Company's Limited Liability Company Agreement (the "**LLC Agreement**"), set forth across such persons' names in the table listed in ***Schedule A***, for the consideration listed in ***Schedule A***, be, and hereby are, accepted;

Limited Liability Company Agreement

RESOLVED: That the LLC Agreement in substantially the form enclosed with the records of the Company be, and hereby is, adopted and approved;

Managers; Authority

RESOLVED: That the following persons be, and hereby are, elected to serve as the initial Managers of the Company, and that any Manager of the Company be, and each acting singly hereby is, authorized and empowered to enter into agreements and otherwise bind and act on behalf of the Company in accordance with the LLC Agreement:

Lorelei Hilliker
Jason Smith

Bank Accounts

RESOLVED: That any Manager of the Company be, and each acting singly hereby is, authorized and empowered to open one or more bank accounts, for and on behalf of the Company, and that any form of banking resolution approved by any such Manager, if enclosed with the records of the Company, be, and hereby is, deemed to be adopted by the Manager(s) pursuant to this resolution with the same force and effect as if fully set forth herein, and any Manager may certify that any such resolution has been duly adopted by the Manager(s);

Omnibus Actions

RESOLVED: That any Manager of the Company be, and each acting singly or jointly with one or more Managers, hereby is, authorized and empowered to execute and deliver, for

and on behalf of the Company, such other agreements, documents, and instruments, and to take such further action, as such Manager may deem necessary or convenient to consummate the transactions contemplated by the foregoing resolutions, all in forms approved by such Manager, such approval to be evidenced conclusively by such Manager's execution and delivery thereof; and

RESOLVED: That all other actions taken by the Organizer or any Manager of the Company, for and on behalf of the Company, up to and including the date hereof, to give effect to the foregoing resolutions, be, and hereby are, ratified, confirmed, and approved in all respects.

EFFECTIVE DATE: _____ ____, 2020.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Actions Taken by Written Consent of Members without Meeting as of the Effective Date.

MEMBERS:

DocuSigned by:
Lorelei Hilliker
88582F39CC44410...

Name: Lorelei Hilliker

DocuSigned by:

Name: Jason Smith

DocuSign Envelope ID: 93DCF4C9-1523-4B74-8421-8019B3DC4B95

Schedule A

RIVERBEND INVESTMENT PROPERTIES, LLC

MEMBERS

As of Effective Date

Member's Name and Address:	**Capital Contribution:**	**Membership Interest:**
Lorelei Hilliker 9 Pass Brook Road Durham, ME 04222	$100.00	50.00%
Jason Smith 9 Pass Brook Road Durham, ME 04222	$100.00	50.00%
Total	***$200.00***	***100.00%***

DocuSign Envelope ID: 93DCF4C9-1523-4B74-8421-8019B3DC4B95

RIVERBEND INVESTMENT PROPERTIES, LLC

MEMBERSHIP INTEREST SUBSCRIPTION AGREEMENT

This MEMBERSHIP INTEREST SUBSCRIPTION AGREEMENT (this "**Agreement**") is made and entered into effective as of the Acceptance Date (as defined below), by and between RIVERBEND INVESTMENT PROPERTIES, LLC, a Maine limited liability company (the "**Company**"), and the undersigned (the "**Subscriber**").

1. Subscription Amount and Price. Subject to the terms and conditions set forth in this Agreement, Subscriber hereby irrevocably applies for the subscription of a fifty percent (50.00%) limited liability company membership interest in the Company (the "**Membership Interest**"). The consideration paid for the Membership Interest is One Hundred and 00/100 Dollars ($100.00) (the "**Subscription Amount**").

2. Representations. In connection with this Agreement and through the Subscriber's authorized representative(s), the Subscriber makes the following representations:

(a) *Full Understanding; Knowledgeable*. Subscriber fully understands the nature of the merits and risks involved in purchasing the Membership Interest and is qualified by the knowledge and experience of Subscriber's authorized representative(s) to evaluate investments of this type or has relied upon the advice of someone so qualified.

(b) *Information Provided; Risk*. Subscriber is satisfied that Subscriber has received information with respect to all matters which Subscriber considers material to Subscriber's decision in making this investment. Subscriber recognizes that an investment in the Membership Interest involves risk. Subscriber has had the opportunity to ask questions of and receive answers from the manager(s) and the member(s) of the Company concerning the status of the business of the Company and has had an opportunity to obtain such additional information as Subscriber deems necessary to verify the accuracy of information previously furnished about the Company and its business.

(c) *Not Disproportionate; Adequate Means*. Subscriber's overall commitment to investments which are not readily marketable is not disproportionate to Subscriber's net worth, and Subscriber's investment in the Membership Interest will not cause Subscriber's overall commitment to become excessive. Subscriber has adequate means of providing for Subscriber's current needs and contingencies and has no need for liquidity in Subscriber's investment in the Membership Interest.

(d) *Lack of Liquidity; No Public Market*. Subscriber is aware of Subscriber's inability to liquidate readily Subscriber's investment in the event of an emergency and the fact that the Membership Interest being purchased by Subscriber may have to be held for an indefinite period of time. Subscriber recognizes that there will be no public market for the Membership Interest. Subscriber understands that the Membership Interest being purchased has not been registered under the Securities Act of 1933, as amended, or under the Securities Act of any state (the "**Acts**"), and Subscriber agrees not to make any sale, transfer, or other disposition of such Membership Interest unless registered under the Acts or an exemption from such registration is available. Subscriber understands that the Company has no intention of registering the Membership Interest under the Acts or supplying information necessary to enable Subscriber to make a sale of the Membership Interest under Rule 144 of the Securities Act of 1933.

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(e) *Other Transfer Restrictions*. Subscriber is aware of, and agrees to abide by, the additional restrictions on the transferability and sale of the Membership Interest, which are more fully discussed in the Limited Liability Company Agreement of the Company.

(f) *Own Account*. This investment is made for Subscriber's own account and not for the account of others, and Subscriber has no present intention of reselling any Membership Interest that Subscriber may acquire.

(g) *Place of Business*. The Subscriber maintains Subscriber's primary residence in the State of Maine.

3. Payment. Contemporaneously with the execution of this Agreement, the Subscriber hereby agrees to tender the Subscription Amount to the Company as payment in full for the Membership Interest purchased hereby.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Membership Interest Subscription Agreement as of the Effective Date (as defined below).

SUBSCRIBER:

DocuSigned by:

_____

Name: Jason Smith

Residential Address: 9 Pass Brook Road
Durham, ME 04222

Effective Date: _____ ____, 2020.

The Company hereby accepts the above-referenced Membership Interest subscription from the Subscriber as of the Acceptance Date (as defined below).

COMPANY:

RIVERBEND INVESTMENT PROPERTIES, LLC

DocuSigned by:

By: Lorelei Hilliker

Name: Lorelei Hilliker
Title: Manager

Acceptance Date: _____ ____, 2020.

DocuSign Envelope ID: 93DCF4C9-1523-4B74-8421-8019B3DC4B95

RIVERBEND INVESTMENT PROPERTIES, LLC

MEMBERSHIP INTEREST SUBSCRIPTION AGREEMENT

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1. Subscription Amount and Price. Subject to the terms and conditions set forth in this Agreement, Subscriber hereby irrevocably applies for the subscription of a fifty percent (50.00%) limited liability company membership interest in the Company (the "**Membership Interest**"). The consideration paid for the Membership Interest is One Hundred and 00/100 Dollars ($100.00) (the "**Subscription Amount**").

2. Representations. In connection with this Agreement and through the Subscriber's authorized representative(s), the Subscriber makes the following representations:

(a) *Full Understanding; Knowledgeable*. Subscriber fully understands the nature of the merits and risks involved in purchasing the Membership Interest and is qualified by the knowledge and experience of Subscriber's authorized representative(s) to evaluate investments of this type or has relied upon the advice of someone so qualified.

(b) *Information Provided; Risk*. Subscriber is satisfied that Subscriber has received information with respect to all matters which Subscriber considers material to Subscriber's decision in making this investment. Subscriber recognizes that an investment in the Membership Interest involves risk. Subscriber has had the opportunity to ask questions of and receive answers from the manager(s) and the member(s) of the Company concerning the status of the business of the Company and has had an opportunity to obtain such additional information as Subscriber deems necessary to verify the accuracy of information previously furnished about the Company and its business.

(c) *Not Disproportionate; Adequate Means*. Subscriber's overall commitment to investments which are not readily marketable is not disproportionate to Subscriber's net worth, and Subscriber's investment in the Membership Interest will not cause Subscriber's overall commitment to become excessive. Subscriber has adequate means of providing for Subscriber's current needs and contingencies and has no need for liquidity in Subscriber's investment in the Membership Interest.

(d) *Lack of Liquidity; No Public Market*. Subscriber is aware of Subscriber's inability to liquidate readily Subscriber's investment in the event of an emergency and the fact that the Membership Interest being purchased by Subscriber may have to be held for an indefinite period of time. Subscriber recognizes that there will be no public market for the Membership Interest. Subscriber understands that the Membership Interest being purchased has not been registered under the Securities Act of 1933, as amended, or under the Securities Act of any state (the "**Acts**"), and Subscriber agrees not to make any sale, transfer, or other disposition of such Membership Interest unless registered under the Acts or an exemption from such registration is available. Subscriber understands that the Company has no intention of registering the Membership Interest under the Acts or supplying information necessary to enable Subscriber to make a sale of the Membership Interest under Rule 144 of the Securities Act of 1933.

(e) *Other Transfer Restrictions*. Subscriber is aware of, and agrees to abide by, the additional restrictions on the transferability and sale of the Membership Interest, which are more fully discussed in the Limited Liability Company Agreement of the Company.

(f) *Own Account*. This investment is made for Subscriber's own account and not for the account of others, and Subscriber has no present intention of reselling any Membership Interest that Subscriber may acquire.

(g) *Place of Business*. The Subscriber maintains Subscriber's primary residence in the State of Maine.

3. Payment. Contemporaneously with the execution of this Agreement, the Subscriber hereby agrees to tender the Subscription Amount to the Company as payment in full for the Membership Interest purchased hereby.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Membership Interest Subscription Agreement as of the Effective Date (as defined below).

SUBSCRIBER:

DocuSigned by:
Lorilei Hilliker
88582F89CD44410...

Name: Lorilei Hilliker

Residential Address: 9 Pass Brook Road
Durham, ME 04222

Effective Date: _____, 2020.

The Company hereby accepts the above-referenced Membership Interest subscription from the Subscriber as of the Acceptance Date (as defined below).

COMPANY:

RIVERBEND INVESTMENT PROPERTIES, LLC

DocuSigned by:
By: _____
C85AC99D3...D4D0...
Name: Jason Smith
Title: Manager

Acceptance Date: _____, 2020.

DocuSign Envelope ID: 93DCF4C9-1523-4B74-8421-8019B3DC4B95

RIVERBEND INVESTMENT PROPERTIES, LLC

CONFIRMATION OF AUTHORIZATION TO OBTAIN EMPLOYER IDENTIFICATION NUMBER

The undersigned, in his, her, or its capacity as a Manager of Riverbend Investment Properties, LLC, a Maine limited liability company (the "**Company**"), hereby confirms on behalf of the Company that the law firm of Bernstein Shur is authorized to apply for, and receive, an Employer Identification Number ("**EIN**") on behalf of the Company and to answer any questions about the completion of the application form that is required for the issuance of such EIN.

DATED: _____ ____, 2020.

DocuSigned by:

_____
C25AC980E6FD4D0...

Name: Jason Smith, Manager of Riverbend Investment Properties, LLC

Bk 10900 Pg41 #22578
10-06-2021 @ 08:33a

DLN: 1002140165860

QUITCLAIM DEED WITH COVENANT

LAROCHELLE PROPERTIES, LLC, a Maine limited liability company of Lisbon Falls, County of Androscoggin, State of Maine, for consideration paid, **grants** to **RIVERBEND INVESTMENT PROPERTIES, LLC**, a Maine limited liability company with a mailing address of 5 Canal Street, Lisbon Falls, ME 04252, with **quitclaim covenant** real property situated at **5 Canal Street, Lisbon Falls**, County of Androscoggin, State of Maine, bounded and described as follows:

A certain parcel of land with all improvements thereon, situated southwesterly of, but not adjacent to, Canal Street, in the village of Lisbon Falls, Town of Lisbon, Androscoggin County, State of Maine, described as follows:

Commencing at the intersection of the southwesterly right of way line of Canal Street with the northwesterly right of way line of Main Street as shown on a plan entitled "Plan of Proposed Location, Canal & Main Sts., Lisbon Falls, Lisbon, ME. Across Land Owned by J. P. Stevens & Co. Inc." dated January 26, 1960 and recorded in the Androscoggin County Registry of Deeds ("Registry") Plan Book 13, Page 700;

THENCE S 31° 25' 35" E along the southwesterly line of Canal Street a distance of 69.26 feet to a point which is on a line one foot northerly of and parallel with the exterior face of the northerly wall of Gate House No. 2 and which is also the northerly corner of land conveyed to Miller Hydro Group in a deed dated January 17, 2013, recorded in said Registry in Book 8593, Page 319;

THENCE S 58° 01' 46" W along a line one foot northerly of and parallel with the exterior face of the northerly wall of Gate House No. 2 and land of Miller Hydro Group a distance of 63.09 feet to the TRUE POINT OF BEGINNING of the parcel described herein;

THENCE continuing S 58° 01' 51" W along land of Miller Hydro Group a distance of 25.83 feet to a point;

THENCE S 31° 25' 30" E along land of Miller Hydro Group a distance of 40.11 feet to a point;

THENCE S 58°31'40" W along land of Miller Hydro Group a distance of 147.00 feet to a point on the northeasterly face of a concrete flood wall;

THENCE N 25°38'51" W along the northeasterly face of the concrete flood wall a distance of 105.02 feet to a corner in the flood wall;

THENCE N 56° 52' 58" E along the southerly face of the concrete flood wall a distance of 60.11 feet to a point;

THENCE S 37° 35' 18" E along the westerly face of the concrete flood wall a distance of 0.69 feet;

THENCE N 56° 13' 39" E along the southerly face of the concrete flood wall a distance of 10.80 feet to the southwesterly face of the office building;

THENCE N 33° 46' 21" W along the exterior face of the southwesterly wall of the office building a distance of 6.75 feet;

THENCE N 56° 21' 30" E along the exterior face of the northwesterly wall of the office building a distance of 55.30 feet to the canal side face of the westerly canal wall beneath said office building;

THENCE S 76° 47' 20" E along the canal face of the westerly canal retaining wall a distance of 47.04 feet to the northerly face of the northerly bridge wall for the bridge crossing said canal from Canal Street;

THENCE S 36° 20' 50" E a distance of 32.11 feet to the prolongation northwesterly of a line which is one foot westerly of and parallel with the exterior face of the westerly wall of Gate House No. 2;

THENCE S 31° 59' 40" E along the line which is one foot westerly of and parallel with the exterior face of the westerly wall of Gate House No. 2 a distance of 9.38 feet to the point of beginning.

The above described parcel of land contains 16,720 square feet, more or less.

This being a portion of the premises conveyed to LaRochelle Properties, LLC by Trustee's Deed, dated June 17, 2019, recorded in said Registry in Book 10157, Page 18.

Reference is also made to a plan entitled "Plan of Land Title Survey, Record Owner: Miller Hydro Group, Canal St., Newall Brook Rd. & Pinkham Brook Rd.,

Lisbon & Durham" dated April 6, 2015 and revised through April 9, 2015 by Wright-Pierce and recorded in said Registry in Plan Book 50, Page 200.

This property is conveyed together with the right and easement to use certain cross-hatched areas shown on a "Plan of Property, Worumbo Project, Lisbon Falls, Lisbon, ME" sheets 1, 2, and 3 dated December 20, 1996 and revised through January 13, 1997 prepared by Wright-Pierce for Miller Hydro Group and recorded in said Registry in Plan Book 39, Pages 103, 104, and 105 (the "1997 Plans") for ingress and egress and utilities, in common with grantor and others, being the areas labeled "Upstream Bridge" and "Bridge" (also known as the "Downstream Bridge" at the southern end of the canal), and "Ingress and Egress Easement to be conveyed to Miller Hydro Group" (hereafter the "22-foot Wide Ingress and Egress Easement") as further described in a Corrective and Confirmatory Easement Indenture by and between Miller Industries, Inc. and Miller Hydro Group dated January 6, 2015, recorded said Registry in Book 9069, Page 1.

This property is conveyed together with the right to use the Easement for Designated Portion of Office Building depicted on the 1997 Plans for support including the right to access the outside of the Office Building for construction, maintenance and repair of said Office Building as further described in said Corrective and Confirmatory Easement Indenture.

This property is subject to the rights of Miller Hydro Group in and to those cross hatched areas depicted on the 1997 Plans as "Access Easement to be granted to Miller Hydro Group", "Ingress and Egress Easement to be Conveyed to Miller Hydro Group", and "Electrical, Telephone, and Utility Easements to be Conveyed to Miller Hydro Group."

This property is subject to an access and temporary storage easement granted by Miller Industries, Inc. to Miller Hydro Group as described in a deed dated January 9, 2014, recorded in said Registry in Book 9069, Page 5.

This property is further subject to a "Proposed Access Easement Over the Existing Driveway", "Proposed 25' x 35' Access Easement", and "Proposed 20' Wide Access Easement" all as described or shown in the deed to Larochelle Properties, LLC, cited above.

RESERVING rights to Larochelle Properties, LLC, its successors or assigns, to install, maintain, repair and replace a sanitary sewer line connecting real estate at 7 and 27 Canal Street to the municipal sewerage system for the Town of Lisbon, the location of which sewer line will be established by instrument to be recorded in said Registry of Deeds.

Being a portion of the property described in a deed from Nathan R. Hull, Chapter 7 Bankruptcy Trustee of Miller Industries, Inc. to LaRochelle Properties, LLC, dated June 17, 2019, recorded in Androscoggin County Registry of Deeds in Book 10157 Page 18.

IN WITNESS WHEREOF, **Larochelle Properties, LLC**, has caused this instrument to signed and sealed by Fernand M. Larochelle, Jr., its Member, thereunto duly authorized, as of this 4th day of October, 2021.

LAROCHELLE PROPERTIES, LLC

Witness

By _____
Fernand M. Larochelle, Jr., its Member

STATE OF MAINE
ANDROSCOGGIN, SS.

October 4, 2021

Then personally appeared before me the above-named Fernand M. Larochelle, Jr. and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said company.

_____
Attorney-at-Law ~~Notary Public~~

Printed Name: Richard L. Trafton

Maine Real Estate Transfer Tax Paid
TINA M. CHOUINARD, REGISTER
ANDROSCOGGIN COUNTY MAINE E-RECORDED