Riverbend Investment Properties, LLC
5 Canal Street, Lisbon Falls, ME 04252

Seen & Agreed to Rehabilitation Plan

On January 14, 2025, Mark Stambach, a Town of Lisbon (the "Town") Code Enforcement Officer (the "CEO"), cited Riverbend Investment Properties, LLC ("Riverbend") for thirteen violations of the Town's Code of Ordinances. On February 3, 2025, CEO Stambach cited Riverbend for a fourteenth violation at the Premises. The first eight violations listed on the January 14, 2025 notice of violation have been remedied and, as of April 7, 2025, seven violations (collectively, the **"Violations"**) remain at the Premises.

The Town and Riverbend agree to this Rehabilitation Plan ("Plan") to remedy the Violations in a timely manner, as follows:

1. Riverbend, by and through its current Managers, shall ratify this Agreement and authorize Manager Smith to satisfy the Town's demand for Riverbend's demonstration of "ability and willingness" to perform the obligations detailed herein, by execution of a separate Member-Manager Action by Consent in Lieu of Meeting contemporaneously herewith (collectively referred to as "Authority");

2. Upon such Authority, Riverbend's tenant Lisbon Cannabis Company[i] will extend a line of credit, to Riverbend, in the amount of twenty thousand dollars ($20,000) and provide proof of same to the Town, the sufficiency of which is subject to the Town's ongoing approval, with appropriate safeguards to protect the confidential and protected information therein;

3. Riverbend shall meet the Obligations and Deadlines attached hereto as 'Attachment A' and incorporated herein.[ii]

Riverbend
By: Jason Smith
Its: Manager

Town of Lisbon
By: Glenn Michalowski
Its: Town Manager

[i] Lisbon Cannabis Company ("LCC") is a business entity wholly owned by Manager Smith, separate from Riverbend, and not a party to this Agreement. Assuming the necessary and proper authorization or ratification of this Agreement and performance of the obligations herein, LCC's agreement to provide current and/ or future extension of a line of credit to Riverbend, for Manager Smith's use to remedy the Violations and achieve compliance with the Town's Code of Ordinances, does not constitute a waiver its separate and independent rights to defend or act of its own volition to secure its separate and independent rights and interests that are implicated by the Town's notice(s) of violations and/ or action(s) against Riverbend.

In other words, nothing contained herein should be construed or interpreted as LCC's waiver of any or all its independent rights and remedies available at law and there are no provisions of this Agreement may be reasonably interpreted otherwise.

[ii] The obligations and deadlines are attached separately for reference or inclusion in any ancillary matters.

Exhibit A
Obligations and Deadlines

On January 14, 2025, Mark Stambach, a Town of Lisbon ("Lisbon" or the "Town") Code Enforcement Officer ("CEO"), cited Riverbend Investment Properties, LLC ("Riverbend") for twelve violations (numbered 1-7 and 9-13) of the Lisbon Code of Ordinances at the real estate located at 5 Canal St., Lisbon Falls, Maine 04252, Lisbon Tax Map U05, Lot 013 (the "Premises"). On February 3, 2025, CEO Stambach cited Riverbend for a thirteenth violation at the Premises. The first seven violations listed on the January 14, 2025 notice of violation have been remedied and, as of April 10, 2025, the following violations (collectively, the "**Violations**") remain at the Premises:

VIOLATION 9: The length of the travel distance from portions of the interior second-floor space, that had been used by 207 Edibles, to the exit exceeds 75', in violation of sections 105.1, 1006.2.1 of the International Building Code, 2015 edition, (the IBC) as adopted by the Maine Uniform Building and Energy Code (MUBEC) and the Town of Lisbon Ordinances Section 54-31.

VIOLATION 10: No permit was secured for the installation of the electrical system as required by the IBC section 105.1.

VIOLATION 11: No permit was secured for the installation of the plumbing system, as required by the Maine State Plumbing Code, Uniform Plumbing Code 2015 edition, Section 104.1.and the Lisbon Zoning Ordinance, Section 70-66.

VIOLATION 12: No building permit was secured for the construction associated with the finishing of the interior space and change of uses as required by the IBC section 105.1.

VIOLATION 13: No permit was secured for the installation of the signs on the exterior of the building as required by the Zoning Ordinance of Town of Lisbon, Section 70-713 and 70-719(1).

VIOLATION 14: The length of the travel distance from portions of the interior first-floor space to the exit exceeds 75', in violation of IBC section 105.1, 1006.2.1.

Riverbend, acting solely through Manager Jason Smith, duly authorized, shall remedy the Violations according to the following deadlines (the **Obligations and Deadlines**):

1. Riverbend shall remedy VIOLATION 9, 12, and 14 and shall direct and cause a design professional ("Riverbend Designer") to assess and achieve compliance with the applicable building code provisions regulating the fire safety egress, among other provisions, according to the following deadlines:

a. By April 24, 2025, Riverbend shall provide the Town with an executed written contract that binds the Riverbend Designer to timely complete the services sufficient to satisfy the requirements of this section.

b. By June 16, 2025, Riverbend shall,

i. Direct and cause the Riverbend Designer to provide to the Town stamped plans sufficient to satisfy the requirements of this section;

ii. Provide the Town with an executed contract to bind a contractor to timely complete any work required to satisfy the requirements of this section; and

iii. Direct and cause the Riverbend Designer or a qualified contractor to file complete applications for all required building and occupancy permits sufficient to satisfy the requirements of this section.

c. By June 30, 2025, Riverbend shall satisfy the requirements of this section;

2. Riverbend shall remedy VIOLATION 10, according to the following deadlines:
   a. By April 24, 2025, Riverbend shall provide the Town with an executed contract that binds a master electrician ("electrician") to timely complete the services sufficient to satisfy the requirements of this section.

   b. By May 19, 2025, Riverbend shall direct and cause an electrician to file complete applications for all permits required to satisfy the requirements of this section,

   c. By June 16, 2025, Riverbend shall direct and cause an electrician to complete all work necessary to satisfy the requirements of this section.

3. Riverbend shall remedy VIOLATION 11, according to the following deadlines:
   a. By April 24, 2025, Riverbend shall provide the Town with an executed contract that binds a licensed plumber ("plumber") to timely complete the services sufficient to satisfy the requirements of this section.

   b. By May 19, 2025, Riverbend shall direct and cause a plumber to file complete applications for all permits required to satisfy the requirements of this section,

   c. By June 16, 2025, Riverbend's shall direct and cause a plumber to complete all work necessary to satisfy the requirements of this section.

4. By August 11, 2025, Riverbend shall comply with VIOLATION 13;

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RIVERBEND INVESTMENT PROPERTIES, LLC

MEMBERS' ACTION BY CONSENT, IN LIEU OF MEETING

MANAGERS' ACTION BY CONSENT, IN LIEU OF MEETING

The undersigned, being all of the Members of Riverbend Investment Properties, LLC (**Riverbend**) and all of the Managers of Riverbend, take the following action in lieu of formal meetings, hereby waiving all notice of such meetings and waiving the holding of any such meeting to act upon these resolutions.

WHEREAS, on or about January 13, 2025, CEO Mark Stambach, Lisbon CEO, issued a Notice of Violation (**Notice of Violation I**) citing Riverbend for thirteen violations of the Lisbon Code of Ordinances; and

WHEREAS, on or about February 3, 2025, CEO Stambach issued a Notice of Violation (**Notice of Violation II** and, collectively with Notice of Violation, the **Notices of Violation**) citing Riverbend for a fourteenth violation (collectively, with VIOLATION 9 through VIOLATION 13, the **Violations**) of the Lisbon Code of Ordinances; and

WHEREAS, the first eight violations listed on Notice of Violation I have been remedied; and,

WHEREAS, Riverbend faces liability on the Notices of Violation that includes, but is not limited to, civil penalties that accrue in the amount of $100 to $5,000 per-day, per-violation; the requirement to reimburse the Town's attorneys' fees and costs to enforce the Notices of Violation; and, an administrative order and/or judicial injunction that the Premise shall not be occupied or used; and,

WHEREAS, a Compliance Agreement, attached hereto as Exhibit A, sets forth the Violations and Riverbend's **Obligations and Deadlines** for their remedy;

NOW, THEREFORE,

RESOLVED That Riverbend shall take such steps and to enter into such contracts as may be necessary to timely meet the Obligations and Deadlines, as set forth in Exhibit A.

RESOLVED That Riverbend, through Manager Smith, shall enter into a Rehabilitation Agreement with the Town as may be necessary to remedy the Violations, satisfy the Notices of Violation, and/or limit liabilities to Riverbend or its tenants, with the understanding that such Rehabilitation Agreement may be incorporated in a judicially enforceable Maine District Court judgment.

RESOLVED That Riverbend shall enter into such a consent judgment with the Town, to satisfy the Notices of Violation and/or limit liabilities to Riverbend or its tenants, with the understanding that the Town may file such consent judgment may be judicially enforceable if entered in Maine District Court.

RESOLVED: That Jason Smith, either individually or through Lisbon Cannabis Company, shall be responsible for any costs associated with VIOLATION 13, including but not limited to any costs to remedy it or civil penalties associated with it.

RESOLVED: That both Managers shall ensure that any design professional or tradesmen contracted with pursuant to the authorizations in this Members' Action by Consent, In Lieu of Meeting, and Town representatives may access the Premises for inspection, completion of all necessary work at Riverbend, approvals and permitting, on a timeline satisfactory to the Town.

RESOLVED: That Manager Smith shall be authorized and directed to take such action and enter into such agreements to specifically perform the actions described in the resolutions above in furtherance and facilitation of Riverbend's performance of the Rehabilitation Plan, including the obligations and deadlines therein, attached hereto.

RESOLVED: That this resolution may be executed in counterparts.

The undersigned, being all of the Members of Riverbend and all the Managers of Riverbend, hereby consent to the above-designated actions, and direct the Clerk to file said Consent with the minutes of the Members' meetings and the minutes of the Managers' meetings.

Dated: April 10, 2025

By: Jason P. Smith, Member

By: Lorelei L. Hilliker, Member

By: Jason P. Smith, Manager

By: Lorelei L. Hilliker, Manager

RESOLVED That Riverbend shall enter into such a consent judgment with the Town, to satisfy the Notices of Violation and/or limit liabilities to Riverbend or its tenants, with the understanding that the Town may file such consent judgment may be judicially enforceable if entered in Maine District Court.

RESOLVED: That Jason Smith, either individually or through Lisbon Cannabis Company, shall be responsible for any costs associated with VIOLATION 13, including but not limited to any costs to remedy it or civil penalties associated with it.

RESOLVED: That both Managers shall ensure that any design professional or tradesmen contracted with pursuant to the authorizations in this Members' Action by Consent, In Lieu of Meeting, and Town representatives may access the Premises for inspection, completion of all necessary work at Riverbend, approvals and permitting, on a timeline satisfactory to the Town.

RESOLVED: That Manager Smith shall be authorized and directed to take such action and enter into such agreements to specifically perform the actions described in the resolutions above in furtherance and facilitation of Riverbend's performance of the Rehabilitation Plan, including the obligations and deadlines therein, attached hereto.

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The undersigned, being all of the Members of Riverbend and all the Managers of Riverbend, hereby consent to the above-designated actions, and direct the Clerk to file said Consent with the minutes of the Members' meetings and the minutes of the Managers' meetings.

Dated: April 10, 2025

By: Jason P. Smith, Member

By: Lorelei L. Hilliker, Member

By: Jason P. Smith, Manager

By: Lorelei L. Hilliker, Manager

Exhibit A
Obligations and Deadlines

On January 14, 2025, Mark Stambach, a Town of Lisbon ("Lisbon" or the "Town") Code Enforcement Officer ("CEO"), cited Riverbend Investment Properties, LLC ("Riverbend") for twelve violations (numbered 1-7 and 9-13) of the Lisbon Code of Ordinances at the real estate located at 5 Canal St., Lisbon Falls, Maine 04252, Lisbon Tax Map U05, Lot 013 (the "Premises"). On February 3, 2025, CEO Stambach cited Riverbend for a thirteenth violation at the Premises. The first seven violations listed on the January 14, 2025 notice of violation have been remedied and, as of April 10, 2025, the following violations (collectively, the "**Violations**") remain at the Premises:

VIOLATION 9: The length of the travel distance from portions of the interior second-floor space, that had been used by 207 Edibles, to the exit exceeds 75', in violation of sections 105.1, 1006.2.1 of the International Building Code, 2015 edition, (the IBC) as adopted by the Maine Uniform Building and Energy Code (MUBEC) and the Town of Lisbon Ordinances Section 54-31.

VIOLATION 10: No permit was secured for the installation of the electrical system as required by the IBC section 105.1.

VIOLATION 11: No permit was secured for the installation of the plumbing system, as required by the Maine State Plumbing Code, Uniform Plumbing Code 2015 edition, Section 104.1.and the Lisbon Zoning Ordinance, Section 70-66.

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VIOLATION 13: No permit was secured for the installation of the signs on the exterior of the building as required by the Zoning Ordinance of Town of Lisbon, Section 70-713 and 70-719(1).

VIOLATION 14: The length of the travel distance from portions of the interior first-floor space to the exit exceeds 75', in violation of IBC section 105.1, 1006.2.1.

Riverbend, acting solely through Manager Jason Smith, duly authorized, shall remedy the Violations according to the following deadlines (the **Obligations and Deadlines**):

1. Riverbend shall remedy VIOLATION 9, 12, and 14 and shall direct and cause a design professional ("Riverbend Designer") to assess and achieve compliance with the applicable building code provisions regulating the fire safety egress, among other provisions, according to the following deadlines:

a. By April 24, 2025, Riverbend shall provide the Town with an executed written contract that binds the Riverbend Designer to timely complete the services sufficient to satisfy the requirements of this section.

b. By June 16, 2025, Riverbend shall,

i. Direct and cause the Riverbend Designer to provide to the Town stamped plans sufficient to satisfy the requirements of this section;

ii. Provide the Town with an executed contract to bind a contractor to timely complete any work required to satisfy the requirements of this section; and

iii. Direct and cause the Riverbend Designer or a qualified contractor to file complete applications for all required building and occupancy permits sufficient to satisfy the requirements of this section.

c. By June 30, 2025, Riverbend shall satisfy the requirements of this section;

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   a. By April 24, 2025, Riverbend shall provide the Town with an executed contract that binds a licensed plumber ("plumber") to timely complete the services sufficient to satisfy the requirements of this section.

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4. By August 11, 2025, Riverbend shall comply with VIOLATION 13;

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Apr 24, 2025

Jason Smith
Riverbend Investment Properties LLC
60 Capital Ave
Lisbon Falls, ME 04252
(207) 522- 0209
jasonlcc365@gmail.com
c/o Johnathan R. Berry, Esq.
jberry@berrygrouplaw.com
(207) 776-1785

RE: 5 Canal St., Lisbon Falls, Maine - Structural Design

Dear Jason,

Thank you for the opportunity to assist with this project. As discussed, this proposal will outline the scope of engineering services to be provided by Criterium Engineers, as well as the fees associated with our services.

DESCRIPTION:

The building located at 5 Canal Street is understood to be a 5,376-square-foot commercial property. Constructed in 1920, the two-story structure sits on approximately 1.31 acres of land. It is our understanding that the property has been cited for multiple code violations listed below. The Code Enforcement Officer for the Town of Lisbon has requested that stamped drawings be provided by a Licensed Structural Engineer to be in compliance with applicable building code requirements pertaining to fire safety and means of egress by June 16, 2025.

The following two violations are to be addressed by Criterium:

VIOLATION 9: The length of the travel distance from portions of the interior second-floor space, that had been used by 207 Edibles, to the exit exceeds 75', in violation of sections 105.1, 1006.2.1 of the International Building Code, 2015 edition, (the IBC) as adopted by the Maine Uniform Building and Energy Code (MUBEC) and the Town of Lisbon Ordinances Section 54-31.

VIOLATION 14: The length of the travel distance from portions of the interior first-floor space to the exit exceeds 75', in violation of IBC section 105.1,1006.2.1.

The Maine Uniform Building and Energy Code (MUBEC) now uses the 2021 ICC codes, which calls for a maximum distance to the exit, with a sprinklered building, of 125' (see IBC 2021 1006.2.1 https://up.codes/s/egress-based-on-occupant-load-and-common-path-of-egress-travel-distance.)

SCOPE:

A licensed Professional Engineer will perform a limited visual inspection to evaluate and take measurements of the current means of egress on the first and second floor, specific to Violation 9 and 14 listed above. After the inspection has been completed, Criterium Engineers will develop designs for both exits to meet code requirements. If requested by the Town of Lisbon, we will conduct a follow-up site visit to observe the completed work and provide a report summarizing our observations.

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© Criterium Engineers 2025

Criterium is not responsible for the design of electrical or plumbing systems. We are not responsible for any incorrect information provided to us.

If the engineer is not retained, paid and/or permitted to provide construction phase services, Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review to discover, correct or mitigate errors, inconsistencies or omissions. Further, if the Client directly or through another party authorizes deviations from the document prepared by Criterium for this project, the Client waives any claims against Criterium that may be in any way connected thereto and shall indemnify and hold Criterium harmless from and against claims, losses, damages and expenses.

PROJECT TEAM:

Chief Engineer - Rebecca Costigan, P.E., C.E.M., LEED-AP - Rebecca is a Mechanical Engineer with over 25 years of experience in sustainable energy and building systems. She continues to provide direction in developing engineering-related services from building condition and building envelope evaluations for commercial, residential, and Homeowner Associations and has developed our national ongoing quality assurance and technical assistance program for active construction projects throughout the country.

Project Engineer- Helen Watts, P.E. – Ms. Watts is a structural engineer with PE licensure in eighteen states, with over 40 years of experience in construction, facilities engineering, inspection, and structural design for repairs, new construction and building modifications.

Technical Lead - Blaise Nganyi, P.E. - Blaise is a licensed structural engineer experienced in designing and analyzing complex structural systems for commercial and residential buildings. He is a licensed Professional Engineers (P.E.) in New Hampshire.

Client Success Manager - Katelyn Rice - Katelyn is actively engaged in a variety of structural projects within our Freeport office.

As needed, other members of the Criterium team may be assigned to this project.

FEES:

Our estimated fee for the inspection and design is: **$6,300.00** (time and expenses)

Site Visit: $1,500.00 Lump Sum *(this is an additional fee if site visit is required by the Town of Lisbon after construction)*

To begin work on this project, we request initial payment of $4,000.00.

This initial payment will be applied to the total cost of your project. A check for any unused funds will be mailed to the billing address provided. Monthly invoices will be submitted for projects exceeding the initial payment.

Time & Expense: You will be invoiced for the actual hours required to complete the scope provided in this proposal, as well as any related out-of-pocket expenses. Hourly rates are included on the attached Standard Terms and Conditions. If we anticipate deviating from our estimate by more than 20 percent, we will advise you in advance and require your authorization to continue work. If a change in our scope of work and/or estimated fees is required, we will send a change order request for your approval. The change order request will provide the updated scope, and any associated fees. Additional funds may be required to proceed.

Lump Sum: This assumes no significant change in the scope of work that you have requested of us. Final payment will be due after we submit our report and invoice.

If you are submitting plans to the town, they may request modifications or updates in accordance with their specific requirements. This proposal includes one hour allocated for a Professional Engineer to review comments from the Town and to implement revisions. Any revisions requiring more than one hour will be invoiced using hourly rates provided in the attached Standard Terms and Conditions.

The rates and terms included in this proposal are valid for 90 days from Apr 24, 2025. Payment and conditions are subject to our Standard Terms and Conditions attached.

SCHEDULE:

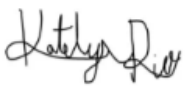
We are prepared to have plans complete by June 16, 2025, provided the proposal is signed and initial payment received by May 2, 2025.

To move forward with this project, please sign the attached Client Authorization page. After we receive your signed authorization, we will send an invoice for the initial payment amount of $4,000.00 and a link to submit payment.

Additional scheduling information will be provided after we receive the signed Client Authorization form and the initial payment. If you have any questions, or if the scope outlined in this proposal is unclear or does not fully address your needs, please give me a call to discuss.

We look forward to working with you on this project.

Sincerely,



Katelyn Rice
Client Success Manager
Criterium Engineers

Enclosures: Client Authorization
Standard Terms and Conditions

CRITERIUM ENGINEERS

CLIENT AUTHORIZATION

DATE:	Apr 24, 2025
CLIENT:	Lisbon Cannabis Company
PROJECT TITLE:	5 Canal St., Lisbon Falls, Maine Structural Design
ESTIMATED FEES:	$6,300.00 Time & Expense $1,500.00 Lump Sum per site visit if requested
DUE UPON AUTHORIZATION:	$4,000.00

Payment of the estimated fees is due upon submission of this Client Authorization. ***Criterium can not begin working on your project until payment has been received.*** This project will be invoiced based the actual time (hours) spent by our team, plus any related out-of-pocket expenses.

The estimate provided includes fees for our anticipated time and all expenses, based on the information made available to Criterium Engineers to date. If we anticipate deviating from our estimate by more than 20 percent, we will advise you in advance and will require your authorization to continue work on the project. If additional work is requested, we will revise this estimate accordingly.

Hourly rates are included on the attached standard terms and conditions.

I hereby authorize Coast to Coast Engineering Services, Inc., d/b/a Criterium Engineers to undertake the engineering services as described in the accompanying proposal letter dated Apr 24, 2025 and guarantee payment of all fees and expenses when invoiced, less any credits due by prepayments or retainers. I further agree to make payment(s) for the services rendered in accordance with the enclosed Standard Terms and Conditions of Criterium Engineers dated April 18, 2024. I have read and understand the description of services to be provided, any noted limits on those services and the Standard Terms and Conditions.

April 24, 2025
Date

Authorized Signature *(one signature binds all parties)*

Jason Smith, as duly authorized Manager
Print Name

For: Riverbend Investment Properties, LLC
(Entity)

Please sign electronically, or print and return a signed copy to:
Katelyn Rice krice@criterium-engineers.com.

STANDARD TERMS AND CONDITIONS
CRITERIUM ENGINEERS

Section 1: Standard of Service

Criterium Engineers (Criterium) provides its clients with quality service. Services performed by Criterium under this agreement will be conducted in a manner consistent with that level of care and skill that is ordinarily exercised by members of the profession currently practicing under similar conditions at the time the services are performed. No other warranty or guarantee whatsoever, express, or implied, is made. Client recognizes that interpretations and recommendations of Criterium are based solely on the information available to the company and the experience, technical qualifications, and professional judgment of the individual(s) performing services. Criterium will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

Section 2: Charges

Services are provided on a lump sum or an hourly basis plus necessary out-of-pocket costs. Current hourly rates are as follows:

Staff Engineering & Architects	$160.00 - $200.00/hr.
Senior Engineering & Architects	$210.00 - $275.00/hr.
Field Engineering Technician Services	$145.00 - $170.00/hr.
Senior Field Engineering Technician Services	$175.00 - $200.00/hr.
Project Management	$125.00 - $150.00/hr.
CAD/Drafting/Detailing	$125.00 - $140.00/hr.
Administrative	$80.00 - $95.00/hr.
Specialty Services (including Litigation and Expert Witness)	Project Specific

Where appropriate, company and personal vehicles used with project work will be charged at the current IRS rate or other stated rate per mile. Vehicle rental or special vehicle/specialized equipment requirements will be charged directly to the client. Out-of-pocket costs such as printing, word processing, reproduction, special consultant fees, permits, special equipment, extraordinary insurance, fares, telephone, overnight lodging or meals expense, and other similar project-related costs are billed at cost plus 10 percent. If Criterium shall be charged more than a nominal fee to obtain public information or documents of record from government offices and public agencies Criterium may pass those costs along to you, our client, at cost plus 10 percent in addition to all other fees in our proposal.

Section 3: Terms of Payment, Invoice Submittals

Criterium requires a retainer fee to be paid before commencing any project. Extended engagements may require interim invoicing on a weekly, monthly, or other basis. At the completion of the project, we will issue a final invoice.

Payment of each invoice is due upon presentation of our report unless credit terms have been established and are included in our project agreement. Unless otherwise agreed to in writing, invoices issued to clients with established credit will be due within 10 days from date of invoice. Failure to pay invoices within the allotted time period will constitute a breach of contract and may result in suspension of work until such time as all overdue payments are made in full. Should any suspension occur because of overdue payments, the time for contract completion, if any is stated, shall be extended by the period of the suspension.

Updated April 18, 2024

All outstanding invoiced balances remaining unpaid for thirty (30) days after date of invoice will be charged a finance charge in the amount of 1½ percent per month from the date of invoice, with the annual percentage rate being 18 percent, computed on a monthly basis. In the event that any invoice remains unpaid and it becomes necessary, in the opinion of Criterium, to initiate collection procedures, the client hereby agrees to pay all collection costs including, but not limited to, reasonable fees for attorneys retained by Criterium and court costs at our standard billing rate for time necessitated in court appearances or presentation of claim to the appropriate court jurisdiction. Exceptions to the foregoing "Terms of Payment, Invoice Submittal" must be specified in writing as part of our confirmation letter or project agreement.

Section 4: Insurance

Criterium represents and warrants that it is protected by Workers Compensation insurance and has such coverage under Public Liability and Property Damage insurance policies which Criterium deems adequate. Certificates for all such policies of insurance shall be provided to the Client upon request in writing. Criterium shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff, and other consultants employed by client.

Section 5: Limitation of Liability

5.a. To the fullest extent permitted by law, neither Criterium, its consultants, nor their agents or employees shall be jointly, severally, or individually liable to client in excess of the compensation to be paid pursuant to this agreement or of Twenty-Five Thousand Dollars ($25,000.00), whichever is greater, by reason of any claim, loss, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Contract, including but not limited to breach of contract or negligence.

5.b. Criterium is not responsible for site conditions or the contractor's performance of the work, including supervision and safety measures.

5.c. Mutual Waiver of Consequential Damages: In no event shall Criterium or client be liable to each other for any indirect or consequential damages arising out of or relating to this Contract.

Section 6: Indemnification

Criterium agrees to defend (subject to the provisions herein), indemnify, and hold harmless Client from and against any claims, liabilities, actions, demands, losses, damages, costs and expenses sustained by any person or entity to the extent caused by Criterium's negligent acts, errors or omissions in connection with the services performed hereunder. Except however, and notwithstanding any other terms in or applicable to this agreement, in regards to claims, liabilities, actions, demands, losses, damages, costs and expenses caused by the negligent acts, errors or omissions of Criterium during the performance of professional services, it is expressly agreed that Criterium's duty to defend Client shall be limited to reimbursing Client's reasonable costs, attorney fees and expenses incurred in its own defense to the extent of the claim caused by Criterium.

Client agrees to defend, indemnify, and hold harmless Criterium from and against any claims, liabilities, actions, demands, losses, damages, costs and expenses arising out of or resulting from the use, reuse or modification of the information for any project other than the named project or any third-party not granted reliance on Criteriums' reports and services.

Section 7: Confidentiality

Criterium shall maintain confidential and not disclose to others without Client's prior written consent, all information received from Client, not otherwise previously known to Criterium or part of the public domain through the lawful

publication or communication by others. On behalf of itself or any other person, Criterium shall not, without prior written consent, use any portion of the information for any purpose except for the services being provided.

Section 8: Copyright and Proprietary Data

These Standard Terms and Conditions and the accompanying Proposal are protected by copywrite, and the technical and pricing information contained in this document and the accompanying Proposal is to be considered Confidential and Proprietary. These documents and the information are not to be disclosed or made available to third parties without Criterium's express written consent.

Section 9: Ownership of Documents

All reports, field data, field notes, calculations, estimates and other documents prepared by Criterium, as instruments of service, shall remain the property of Criterium. Our ownership includes all associated copyrights and the right of reuse, regardless of whether or not the Project is completed. Criterium shall, upon receipt of full payment for services rendered, grant Client a limited, exclusive, revocable license to use the reports and other deliverables for the project specified (only). Any use other than on the named project is strictly prohibited. Any reuse or modification of the documents, without written verification, completion, or adaptation by Criterium, as appropriate for the specific purpose, will be at Client's sole risk and without liability or legal exposure to Criterium. Client agrees that all reports furnished to Client or his agents, which are not paid for, will be returned upon demand and will not thereafter be used by Client for any purpose whatever. Client shall defend, indemnify, and hold harmless Criterium from any and all claims arising from Client's reuse, modification, or disclosure of the instruments of service or other work product produced hereunder to any third parties.

Criterium will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at all reasonable times.

Section 10: Copies of Document

Subject to the terms in the preceding section, Criterium agrees to furnish client with an electronic copy of our report, drawings, or documents relating to the services performed. Hard copies, bound or unbound, may be provided upon request at a charge of cost plus 10 percent at Criterium Engineers sole discretion. Criterium shall retain an electronic copy of the final report in its files for a period of five years.

Section 11: Client Responsibilities

Client agrees to provide all requested and relevant information in a timely manner. Failure to provide information within the agreed upon timeframe may delay the completion of the services within the agreed upon timeframe. It is not the responsibility of Criterium to verify the accuracy or relevance of the information supplied. Criterium is relying on the accuracy, completeness and appropriateness of client-provided information.

Criterium is performing the Services so that Client may utilize the information and recommendations contained in the reports, produced as instruments of service, which are not intended to be comprehensive, to effect prudent and timely decisions necessary for, among other things, the purchase, refinance, budgeting, planning, care, operation and maintenance of the property, as well as the safety of the occupants and other users.

Unless clearly defined in the project's scope, it is understood and agreed that Criterium shall not be responsible for implementing the recommendations as part of its Services. Criterium shall not be responsible or liable for Client's determination to implement or not implement Criterium's recommendations, or for the services performed by any consultant(s) and/or contractor(s) whom Client may select to implement such recommendations. Further, it is understood

that Criterium is not responsible or liable, and Client shall hold Criterium harmless, for any effects or hazardous conditions on the property, including the services or work performed by the consultant(s) and/or contractor(s) in the design and construction of the property.

Section 12: Images

Client hereby acknowledges and agrees that Criterium and/or its agents may create or obtain images, photographs, and/or video and/or audio recordings of the Property during the Project, including inspection of the Property (collectively, "Images"). Client agrees that Criterium may use such Images for Criterium purposes, including but not limited to education, internal training, scholarship, research, marketing, advertisement, and promoting Criterium's website, products, services, or ideas.

Section 13: Force Majeure

Criterium shall not be responsible or liable for any failure or delay in the performance of its obligations under this contract arising out of or resulting from any cause or event beyond our control, such as war, strike, crime, epidemic/pandemic, regulations and/or restriction imposed by any government agency, or other event.

Section 14: Termination and Assigns

This agreement to perform engineering services may be terminated by either party by written notice. In the event of termination, Criterium shall be paid for services performed and expenses incurred up to the termination notice date, plus any expenses or penalties resulting from the termination. Neither the Client nor Criterium may delegate, assign, sublet or transfer his duties or interest in this agreement without the written consent of the other party.

Section 15: Controlling Agreement

To the extent the accompanying Proposal and these Standard Terms and Conditions are inconsistent or contradictory, the Proposal takes precedence. Except when specifically acknowledged by Criterium, any terms and conditions set forth in Client's purchase order, requisition, notice, authorization or other documentation are inapplicable to the services.

Section 16: Disputes

If, in your opinion as our client, or that of any third party granted reliance on Criteriums' reports or services, Criterium was negligent or in breach of contract, to the fullest extent permitted by law, any action arising out of or related to the services provided must be brought to our attention no later than one (1) year after our field visit. In the event this limiting period is not enforceable under the applicable jurisdiction, then the period shall be revised to reflect the shortest duration legally enforceable or, if no limiting period is enforceable, then this provision shall be stricken without voiding the remaining provisions of the Agreement.

If, in your opinion as our client, Criterium was negligent or in breach of contract, you shall make no claim for professional negligence, either directly or in a third party claim, against Criterium unless you have first provided Criterium with a written certification (Certificate of Merit) executed by an independent licensed Professional Engineer currently practicing in the same discipline as Criterium and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Professional Engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Criterium not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any institution or legal or equitable proceeding.

This Agreement is to be governed by and construed in accordance with the laws in the state where the project is performed.

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

In addition to and prior to arbitration, the parties agree to negotiate all disputes in good faith for a period of thirty (30) days from the date of bringing the concerns to our attention. If such negotiations do not resolve the concerns, the parties shall further endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

In no event shall the demand for mediation be made after the date when institution or legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

If the Client brings an action against Criterium and Criterium prevails, Criterium shall be entitled to recover costs and expenses, including reasonable attorneys' fees and costs.

Riverbend Investment Properties, LLC
5 Canal Street, Lisbon Falls, ME 04252

Riverbend Electrician Agreement: VIOLATION 10

This contract is made not later than the 24th day of April, 2025 by and between Riverbend Investment Properties, LLC ("**Riverbend**") and Jonathan Morse, Morse Electric (hereinafter the "**Riverbend Electrician**").

RECITALS

WHEREAS Riverbend has entered into a Consent Judgment & Rehabilitation Agreement, subject to strict enforcement and an aggressive timeline (the "**Riverbend Rehab Agreement**", with the Town of Lisbon (the "**Town**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein;

WHEREAS Riverbend must remedy **VIOLATION 10** (expressly defined in **Exhibit A**) by retaining, directing and causing the **Riverbend Electrician** to assess and achieve compliance with the applicable building code provisions regulating **VIOLATION 10**, i.e., fire safety egress, etc., on or before the strict deadlines identified and subject to strict enforcement by the **Town** (the "**Riverbend Electrician Agreement**");

WHEREAS Riverbend Electrician has the requisite skills, licensures and ability to perform all the work necessary to cure **VIOLATION 10** on or before the strict deadlines identified and subject to strict enforcement by the **Town**;

WHEREAS the **Riverbend Electrician Agreement** together with any other any written contract required by **Riverbend Electrician** (attached hereto or enclosed herewith, if any) fully integrated, constitutes the entire understanding of the parties, and supersedes all prior proposals or agreements (the "**Agreement**");

WHEREAS the provisions of this contract are severable such that the valid provisions shall survive in full force and effect in the event any one or more provisions are determined to be invalid and unenforceable by a court of law;

WHEREAS the **Agreement** shall be construed, interpreted, and enforced in accordance with the laws of the State of Maine;

WHEREAS Riverbend Electrician has been afforded ample opportunity to review this **Agreement**;

WHEREAS time is of the essence.

RIVERBEND ELECTRICIAN AGREES AS FOLLOWS:

1. **Riverbend Electrician** will execute this **Agreement** and return same to **Riverbend** for filing with the Town, on or before April 24, 2025, at 4:30p;

2. **Riverbend Electrician** will perform all services sufficient to cure and satisfy the requirements of **VIOLATION 10** (see attached **Riverbend Rehab Agreement, Exhibit A**), as follows:

a. On or before May 19, 2025, the **Riverbend Electrician** shall complete and file applications for all required permits sufficient to cure and satisfy the requirements of **VIOLATION 10;**

b. On or before June 16, 2025, the **Riverbend Electrician** shall complete all work necessary to cure **VIOLATION 10** and secure the **Town's** written agreement that **VIOLATION 10** has, in fact, been cured and/ or remedied to the Town's satisfaction.

RIVERBEND AGREES AS FOLLOWS:

3. To employ and does hereby employ **Riverbend Electrician** to do the work described in paragraph 2 above, subject to the provisions of the **Riverbend Electrician Agreement** and the required approval and satisfaction of the **Town**.

4. To pay **Riverbend Electrician** for the complete and timely performance of all work specified herein, including the Town's written agreement that **VIOLATION 10** have been cured and/ or remedied.

RIVERBEND & RIVERBEND ELECTRICIAN AGREE AS FOLLOWS:

5. Failure to strictly perform the terms of this **Agreement**, to the satisfaction of the **Town**, constitute an absolute breach of this **Agreement** that will not be tolerated by the **Town**.

6. If Riverbend Electrician fails to strictly perform this **Agreement**, Riverbend Electrician will indemnify Riverbend from any damages resulting from said breach.

IN WITNESS WHEREOF, Riverbend and **Riverbend Electrician** have executed this Agreement not later than the day and year first written above.

Riverbend:

By: Jason P. Smith, it's duly authorized Manager
Dated: 4-21-2025

Riverbend Electrician:

Morgan Bledsoe
by: Jonathan Mercer
It's: JM
Dated: 4-21-25

Electronically Filed: 4/11/2025 4:49 PM

Exhibit A
Obligations and Deadlines

On January 14, 2025, Mark Stambach, a Town of Lisbon ("Lisbon" or the "Town") Code Enforcement Officer ("CEO"), cited Riverbend Investment Properties, LLC ("Riverbend") for twelve violations (numbered 1-7 and 9-13) of the Lisbon Code of Ordinances at the real estate located at 5 Canal St., Lisbon Falls, Maine 04252, Lisbon Tax Map U05, Lot 013 (the "Premises"). On February 3, 2025, CEO Stambach cited Riverbend for a thirteenth violation at the Premises. The first seven violations listed on the January 14, 2025 notice of violation have been remedied and, as of April 10, 2025, the following violations (collectively, the "**Violations**") remain at the Premises:

VIOLATION 9: The length of the travel distance from portions of the interior second-floor space, that had been used by 207 Edibles, to the exit exceeds 75', in violation of sections 105.1, 1006.2.1 of the International Building Code, 2015 edition, (the IBC) as adopted by the Maine Uniform Building and Energy Code (MUBEC) and the Town of Lisbon Ordinances Section 54-31.

VIOLATION 10: No permit was secured for the installation of the electrical system as required by the IBC section 105.1.

VIOLATION 11: No permit was secured for the installation of the plumbing system, as required by the Maine State Plumbing Code, Uniform Plumbing Code 2015 edition, Section 104.1.and the Lisbon Zoning Ordinance, Section 70-66.

VIOLATION 12: No building permit was secured for the construction associated with the finishing of the interior space and change of uses as required by the IBC section 105.1.

VIOLATION 13: No permit was secured for the installation of the signs on the exterior of the building as required by the Zoning Ordinance of Town of Lisbon, Section 70-713 and 70-719(1).

VIOLATION 14: The length of the travel distance from portions of the interior first-floor space to the exit exceeds 75', in violation of IBC section 105.1, 1006.2.1.

Riverbend, acting solely through Manager Jason Smith, duly authorized, shall remedy the Violations according to the following deadlines (the **Obligations and Deadlines**):

1. Riverbend shall remedy VIOLATION 9, 12, and 14 and shall direct and cause a design professional ("Riverbend Designer") to assess and achieve compliance with the applicable building code provisions regulating the fire safety egress, among other provisions, according to the following deadlines:

a. By April 24, 2025, Riverbend shall provide the Town with an executed written contract that binds the Riverbend Designer to timely complete the services sufficient to satisfy the requirements of this section.

b. By June 16, 2025, Riverbend shall,

   i. Direct and cause the Riverbend Designer to provide to the Town stamped plans sufficient to satisfy the requirements of this section;

   ii. Provide the Town with an executed contract to bind a contractor to timely complete any work required to satisfy the requirements of this section; and

   iii. Direct and cause the Riverbend Designer or a qualified contractor to file complete applications for all required building and occupancy permits sufficient to satisfy the requirements of this section.

c. By June 30, 2025, Riverbend shall satisfy the requirements of this section;

2. Riverbend shall remedy VIOLATION 10, according to the following deadlines:
   a. By April 24, 2025, Riverbend shall provide the Town with an executed contract that binds a master electrician ("electrician") to timely complete the services sufficient to satisfy the requirements of this section.
   b. By May 19, 2025, Riverbend shall direct and cause an electrician to file complete applications for all permits required to satisfy the requirements of this section,
   c. By June 16, 2025, Riverbend shall direct and cause an electrician to complete all work necessary to satisfy the requirements of this section.
3. Riverbend shall remedy VIOLATION 11, according to the following deadlines:
   a. By April 24, 2025, Riverbend shall provide the Town with an executed contract that binds a licensed plumber ("plumber") to timely complete the services sufficient to satisfy the requirements of this section.
   b. By May 19, 2025, Riverbend shall direct and cause a plumber to file complete applications for all permits required to satisfy the requirements of this section,
   c. By June 16, 2025, Riverbend's shall direct and cause a plumber to complete all work necessary to satisfy the requirements of this section.
4. By August 11, 2025, Riverbend shall comply with VIOLATION 13;

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Riverbend Investment Properties, LLC
5 Canal Street, Lisbon Falls, ME 04252

Riverbend Plumber Agreement: VIOLATION 11

This contract is made not later than the 24th day of April, 2025 by and between Riverbend Investment Properties, LLC ("**Riverbend**") and BOB MILES & SON, INC. (hereinafter the "**Riverbend Plumber**").

RECITALS

WHEREAS Riverbend has entered into a Consent Judgment & Rehabilitation Agreement, subject to strict enforcement and an aggressive timeline (the "**Riverbend Rehab Agreement**", with the Town of Lisbon (the "**Town**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein;

WHEREAS Riverbend must remedy **VIOLATION 11** (expressly defined in **Exhibit A**) by retaining, directing and causing the **Riverbend Plumber** to assess and achieve compliance with the applicable building code provisions regulating **VIOLATION 11**, i.e., fire safety egress, etc., on or before the strict deadlines identified and subject to strict enforcement by the **Town** (the "**Riverbend Plumber Agreement**");

WHEREAS Riverbend Plumber has the requisite skills, licensures and ability to perform all the work necessary to cure **VIOLATION 11** on or before the strict deadlines identified and subject to strict enforcement by the **Town;**

WHEREAS the **Riverbend Plumber Agreement** together with any other any written contract required by **Riverbend Plumber** (attached hereto or enclosed herewith, if any) fully integrated, constitutes the entire understanding of the parties, and supersedes all prior proposals or agreements (the "**Agreement**");

WHEREAS the provisions of this contract are severable such that the valid provisions shall survive in full force and effect in the event any one or more provisions are determined to be invalid and unenforceable by a court of law;

WHEREAS the **Agreement** shall be construed, interpreted, and enforced in accordance with the laws of the State of Maine;

WHEREAS Riverbend Plumber has been afforded ample opportunity to review this **Agreement;**

WHEREAS time is of the essence.

RIVERBEND PLUMBER AGREES AS FOLLOWS:

1. **Riverbend Plumber** will execute this **Agreement** and return same to **Riverbend** for filing with the Town, on or before April 24, 2025, at 4:30p;

2. **Riverbend Plumber** will perform all services sufficient to cure and satisfy the requirements of **VIOLATION 11** (see attached **Riverbend Rehab Agreement, Exhibit A**), as follows:

a. On or before May 19, 2025, the **Riverbend Plumber** shall complete and file applications for all required permits sufficient to cure and satisfy the requirements of **VIOLATION 11;**

b. On or before June 16, 2025, the **Riverbend Plumber** shall complete all work necessary to cure **VIOLATION 11** and secure the **Town's** written agreement that **VIOLATION 11** has, in fact, been cured and/ or remedied to the Town's satisfaction.

RIVERBEND AGREES AS FOLLOWS:

3. To employ and does hereby employ **Riverbend Plumber** to do the work described in paragraph 2 above, subject to the provisions of the **Riverbend Plumber Agreement** and the required approval and satisfaction of the **Town**.

4. To pay **Riverbend Plumber** for the complete and timely performance of all work specified herein, including the Town's written agreement that **VIOLATION 11** have been cured and/ or remedied.

RIVERBEND & RIVERBEND PLUMBER AGREE AS FOLLOWS:

5. Failure to strictly perform the terms of this **Agreement**, to the satisfaction of the **Town**, constitute an absolute breach of this **Agreement** that will not be tolerated by the **Town**.

6. If Riverbend Plumber fails to strictly perform this **Agreement**, Riverbend Plumber will indemnify Riverbend from any damages resulting from said breach.

IN WITNESS WHEREOF, Riverbend and **Riverbend Plumber** have executed this Agreement not later than the day and year first written above.

Riverbend:

By: Jason P. Smith, it's duly authorized Manager
Dated: 4-21-2025

Riverbend Plumber:

BOB MILES & SONS, INC
by: ROBERT A. MILES III
It's:
Dated: 4/21/25