EXHIBIT

A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MAINE

In re: LINCOLN PAPER AND TISSUE, LLC, Debtor.	Chapter 11 Case No. 15-10715 PGC

SETTLEMENT AGREEMENT

RECITALS

WHEREAS, Lincoln Paper and Tissue, LLC (Lincoln Paper and Tissue, LLC, including any successor entity or liquidating trustee, hereinafter, the "Debtor") filed with the United States Bankruptcy Court for the District of Maine (the "Bankruptcy Court") a voluntary petition for relief under Title 11 of the United States Code (the "Bankruptcy Code") on September 28, 2015 (the "Petition Date"), which has been administered as In re Lincoln Paper and Tissue, LLC, Case No. 15-10715 (the "Bankruptcy Case");

WHEREAS, the United States, on behalf of the United States Environmental Protection Agency ("EPA"), has filed a proof of claim (as the same has been or may be amended, the "EPA Proof of Claim"), contending that the Debtor is liable under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601-9675, for costs incurred and to be incurred by the EPA in response to releases and threats of releases of hazardous substances at or in connection with (a) the approximately 275-acre property owned by the Debtor and generally located at 50 Katahdin Avenue, Lincoln, Maine (the "Facility"), (b) the approximately 112-acre property located adjacent to the Facility,

formerly owned and operated by Lincoln Pulp and Paper Company, Inc. (the "Prior Entity"), which was not acquired by the Debtor when the Debtor acquired the Facility from the Prior Entity in 2004 (and has never been owned by the Debtor) (the "Excluded Area"), and (c) portions of the Penobscot River where hazardous substances from the Facility and/or the Excluded Area have come to be located. The Facility, the Excluded Area, and such portions of the Penobscot River are hereinafter collectively referred to as the "Site";

WHEREAS, the United States, on behalf of EPA, has also filed an application for the allowance of an administrative expense claim against the Debtor (as the same has been or may be amended, the "EPA Administrative Expense Claim"), asserting that the EPA has administrative expense priority with respect to certain of the response costs incurred or to be incurred in connection with the Site;

WHEREAS, the Debtor disagrees with the EPA's contentions and, but for this Settlement Agreement, would dispute, in whole or in part, the EPA Proof of Claim and the EPA Administrative Expense Claim;

WHEREAS, on December 9, 2015, the Bankruptcy Court issued an order (the "MDEP Order" (Docket Entry 271)) requiring that the Debtor establish an escrow account in the amount of $50,000.00 for the benefit of the State of Maine, including the Maine Department of Environmental Protection ("MDEP"), for the purpose of reimbursing MDEP for the costs incurred or to be incurred by MDEP in addressing environmental issues at the Facility raising issues of health and safety that MDEP determined were in need of remediation (the "MDEP Escrow Account");

WHEREAS, no portion of the MDEP Escrow Account has yet been expended and MDEP has determined that the funds in the MDEP Escrow Account, rather than being paid to MDEP to reimburse it for remediation costs, should instead be paid to EPA for the purpose of reimbursing EPA for a portion of the response costs that EPA is expected to incur in connection with the Facility;

WHEREAS, the Debtor has agreed, subject to the terms of this Settlement Agreement, to the payment of the MDEP Escrow Funds to EPA;

WHEREAS, the Debtor and EPA wish to resolve their differences with respect to the EPA Proof of Claim and the EPA Administrative Expense Claim as provided herein;

WHEREAS, this Settlement Agreement is in the public interest and is an appropriate means of resolving these matters;

NOW, THEREFORE, without the admission of liability or the adjudication of any issue of fact or law, and upon the consent and agreement of the parties to this Settlement Agreement, by their attorneys and/or authorized officials, it is hereby agreed as follows:

I. DEFINITIONS

1. The following terms shall have the following meanings when used in this Settlement Agreement:

a. "Effective Date" shall mean the date on which this Settlement Agreement is approved by final order of the Bankruptcy Court.

b. "Net Estate Recoveries" shall mean the difference between (i) all monies paid to the Debtor after December 1, 2016 including, but not limited to: (A) monies received by the Debtor in connection with the

sale of estate assets (including the Settlement Agreement entered into by the Debtor and Gordon Brothers Commercial & Industrial, LLC et al.), (B) monies recovered by the Debtor in connection with Debtor claims under Chapter 5 of the Bankruptcy Code, (C) monies recovered by the Official Committee of Unsecured Creditors of the Debtor ("Committee"), on behalf of the Debtor, in Adversary Proceeding No. 16-01020, and (D) any insurance recoveries (other than recoveries with respect to environmental claims under Debtor Insurance Policies (as defined below), which are governed by Paragraph 11 hereof) and (ii) the costs, including attorneys' fees, incurred by the Debtor and/or the Committee in obtaining such recoveries.

c. "Work Implementation Costs" shall mean the costs incurred or to be incurred by the Debtor in implementing the Work (as defined below). Work Implementation Costs shall include only payments made by the Debtor to contractors retained to implement the Work and shall not include the Debtor's internal or administrative costs.

II. JURISDICTION

2. The Bankruptcy Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334, and 42 U.S.C. §§ 9607 and 9613(b).

III. WORK, PAYMENTS AND ALLOWED CLAIM

3. Work: To the extent not already performed, the Debtor shall perform all actions reasonably necessary to implement the actions required by the Scope of Work attached hereto as **Appendix A** (the "Work"), but shall not be required to expend in excess of $400,000.00 in Work Implementation Costs. The EPA Action Memorandum related to this Work was signed on January 27, 2017.

4. Payment from Escrow Account: Within 15 business days of the Effective Date, Debtor shall pay to the EPA the sum of $50,000.00 held in the MDEP Escrow Account in full and complete satisfaction of the Debtor's obligations under the MDEP Order. Payment shall be made in accordance with Paragraphs 13-14 hereof.

5. Cash Payment: Within 15 business days of completing the Work, unless previously provided to the EPA, the Debtor shall provide the EPA with an accounting of all Work Implementation Costs, which shall consist of ordinarily obtained backup invoices for such Work Implementation Costs. If the Work Implementation Costs are less than $400,000.00, then within 15 business days of EPA's approval of the accounting submission, the Debtor shall pay EPA an amount equal to difference between $400,000.00 and the Work Implementation Costs. Payment shall be made in accordance with Paragraphs 13-14 hereof. The Work Implementation Costs shall include the costs of any and all Work implemented by the Debtor prior to the Debtor's execution of this Settlement Agreement, provided that EPA approves the implementation of such Work prior to Debtor's execution of the Settlement Agreement.

6. Additional Cash Payments: The Debtor shall make an additional payment or payments to EPA in an amount equal to 25% of any Net Estate Recoveries in excess of

$500,000.00, but such additional payments, in total, shall not exceed $225,000.00 (meaning and intending that the maximum liability of the Debtor to the EPA pursuant to this Settlement Agreement equals $625,000.00 (not including the payments required by Paragraphs 4 and 11 hereof), excluding recoveries on the EPA Allowed Claim (defined below)). The Debtor shall make the first such additional payment to the EPA within 30 business days of such time as the total amount of the Net Estate Recoveries first exceeds $600,000.00. The Debtor shall make further payments within 30 business days after any additional incremental increase in the total amount of Net Estate Recoveries exceeds $100,000.00, in an amount equal to 25% of the incremental increase (subject to the $225,000.00 overall cap), until such time as the total $225,000.00 cap is reached. If the full $225,000.00 amount has not been paid at such time as no further monies are expected to be recovered by the Debtor, then a final payment shall be made based on any Net Estate Recoveries that have not been subjected to the 25% payment obligation up to the $225,000.00 cap, subject to potential further recovery if unexpected additional amounts are recovered by the Debtor. The payments shall be made in accordance with Paragraphs 13-14.

7. Allowed General Unsecured Claim: The United States, on behalf of EPA shall have an allowed general unsecured claim in an amount equal to the difference between (a) the sum of (i) all costs, both direct and indirect, incurred by EPA in connection with EPA's removal program at the Facility from the Petition Date through the Effective Date and (ii) all costs, both direct and indirect, incurred by EPA after the Effective Date overseeing the Debtor's implementation of the Work, in completing any portion of the Work not implemented by the Debtor, or in implementing a response action with respect to the two million-gallon fuel tanks

located at the Facility, and (b) the sum of (i) the payment from the MDEP Escrow Account, (ii) the cash payment, if any, made by the Debtor to EPA in accordance with Paragraph 5 hereof and (iii) the additional cash payments, if any, made by the Debtor to EPA in accordance with Paragraph 6 hereof; provided, however, that EPA's general unsecured claim shall not exceed $1.5 million (the "EPA Allowed Claim").

8. The EPA Allowed Claim shall receive the same treatment under any Chapter 11 plan in the Bankruptcy Case, without discrimination, as all other allowed general unsecured claims, with all attendant rights provided by the Bankruptcy Code and other applicable law, and shall not be entitled to any priority in distribution over other allowed general unsecured claims. In no event shall the EPA Allowed Claim be subordinated to any other allowed general unsecured claims pursuant to any provision of the Bankruptcy Code or other applicable law that authorizes or provides for subordination of allowed claims, including, without limitation, Sections 105, 510, and 726(a)(4) of the Bankruptcy Code. The Debtor shall not file a plan of reorganization or a plan of liquidation that is inconsistent with the terms and provisions of this Settlement Agreement, or take any other action in the Bankruptcy Case that is inconsistent with the terms and provisions of this Settlement Agreement. EPA shall not oppose any term or provision of a proposed plan that is addressed by and consistent with this Settlement Agreement. The EPA and the MDEP shall not object to the abandonment of any or all of the property of the Debtor under section 554 of the Bankruptcy Code or otherwise, either through a plan or by other filing, provided, however, that the Debtor has not exacerbated environmental conditions at the Facility from and after the date of the Debtor's execution of this Settlement

Agreement. The parties reserve all other rights and defenses they may have with respect to the any proposed plan.

9. EPA may, in its sole discretion, deposit any portion of any cash payments or distributions it receives pursuant to this Settlement Agreement, into a special account established by EPA for the Site within the Hazardous Substance Superfund pursuant to Section 122(b)(3), 42 U.S.C. § 9622(b)(3), to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred to the Hazardous Substance Superfund.

10. With respect to the EPA Allowed Claim, only the amount of cash received by EPA, and not the total amount of the claim, shall be credited as a recovery by EPA for the Site, which credit shall reduce the liability of non-settling potentially responsible parties for the Site by the amount of the credit.

IV. INSURANCE

11. Debtor Insurance Policies: Notwithstanding any other provision of this Settlement Agreement, the Debtor shall have sole discretion and authority to pursue, settle, sell and/or otherwise address any and all issues related to coverage with respect to any and all insurance policies purchased by the Debtor since the time that the Debtor purchased the Facility in 2004, including that certain Pollution and Professional Liability insurance policy issued by XL Group to the Debtor for the period from May 29, 2014 to May 29, 2017, Policy Number PEC002486502 (the "XL Policy" and together with any and all other policies of insurance purchased by the Debtor under which the Debtor may have coverage, hereinafter, the "Debtor Insurance Policies"). To the extent that the Debtor recovers insurance proceeds under Debtor

Insurance Policies for environmental claims in excess of the Debtor's and the Committee's costs of pursuing such insurance proceeds (which costs shall include (a) attorneys' fees and costs of the Debtor and/or the Committee, and (b) any retainage or other deductible under the Debtor Insurance Policies relating to environmental claims other than claims relating to the Debtor's costs of implementing the Work or the payment required by paragraph 5 of this Settlement Agreement) (the "Net Insurance Proceeds"), the Debtor may retain 100% of the Net Insurance Proceeds up to $400,000.00 and 50% of the Net Insurance Proceeds in excess of $400,000.00 and the Debtor shall pay the EPA 50% of the Net Insurance Proceeds in excess of $400,000.00. Any such payment to the EPA shall be made within 30 business days of any such recovery and shall be made in accordance with Paragraphs 13-14 hereof. To the extent the Debtor recovers insurance proceeds under Debtor Insurance Policies for claims other than environmental claims, such proceeds shall be governed by Paragraphs 1.b and 6 of this Settlement Agreement.

12. Insurance Policies Issued to the Prior Entity or Predecessor Companies: To the extent that the Debtor has any rights with respect to insurance policies issued to the Prior Entity or any prior company that operated at the Site, or with respect to the proceeds of any such policies, the Debtor hereby assigns any and all such rights to the EPA as is, where is, without any representations or warranties of any kind or nature.

V. DISTRIBUTION/PAYMENT INSTRUCTIONS

13. Cash payments or distributions to the EPA pursuant to this Settlement Agreement shall be made at https://www.pay.gov or by FedWire Electronic Funds Transfer in accordance with instructions, including a Consolidated Debt Collection System ("CDCS") number, to be

provided to the Debtor by the Financial Litigation Unit of the United States Attorney's Office for the District of Maine.

14. At the time of any cash payment or distribution pursuant to this Settlement Agreement, the Debtor shall transmit written confirmation of such distribution to the EPA at the addresses specified below, and email confirmation of such distribution to the EPA Cincinnati Finance Office at cinwd_acctsreceivable@epa.gov, with a reference to In re Lincoln Paper and Tissue, No. 15-10715 (Bankr. D. Me.), the CDCS number, and Site/Spill ID Number 018W:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044
Ref. DOJ File No. 90-11-3-11537

Donald G. Frankel
Senior Counsel
ENRD/EES Boston Field Office
U.S. Department of Justice
408 Atlantic Avenue
Second Floor
Boston, MA 02110

Michelle Lauterback
Senior Enforcement Counsel
EPA Region 1
5 Post Office Square
Suite 100 (OES04-3)
Boston, MA 02109-3912

VI. RESOLUTION OF PROOF OF CLAIM AND ADMINISTRATIVE EXPENSE CLAIM

15. The EPA Proof of Claim and the EPA Administrative Expense Claim shall be deemed satisfied in full in accordance with the terms of this Settlement Agreement.

16. This Settlement Agreement shall remain in effect if the Bankruptcy Case is converted to Chapter 7 of the Bankruptcy Code or in the event that some or all of the property of the Debtor is transferred to a chapter 11 trustee or a liquidating trustee under the terms of a plan of liquidation or otherwise.

VII. COVENANTS AND RESERVATIONS

17. In consideration of the implementation of the Work and the cash payments and distributions that will be made under the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 19-22 hereof, EPA covenants not to file a civil action or take administrative action against the Debtor pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, with respect to the Site. This covenant is conditioned upon the satisfactory performance by the Debtor of all obligations under this Settlement Agreement.

18. Without in any way limiting the covenants set forth in Paragraph 17 hereof (and the reservations thereto set forth in Paragraphs 19-22 hereof), and notwithstanding any other provision of this Settlement Agreement, such covenants shall also apply to the Debtor's successors and assigns, former and current officers, directors, employees, and trustees, but only to the extent that the alleged liability of the successor or assign, officer, director, employee, or trustee of the Debtor is based solely on his, her or its status and in his, her or its capacity as a successor or assign, officer, director, employee, or trustee of the Debtor (collectively, the "Related Parties").

19. Nothing in this Settlement Agreement shall be deemed to release XL Group or any other insurer with respect to liability under any Debtor Insurance Policy, under any insurance policy issued to the Prior Entity, or under any other insurance policy. The covenant not to sue

the Debtor or the Related Parties in this Settlement Agreement shall not be deemed a release of the Debtor and/or the Related Parties or its insurers to the extent the Debtor and/or any of the Related Parties has insurance coverage with respect to the matters covered by the covenant.

20. The covenants set forth in Paragraphs 17 and 18 hereof extend only to the Debtor and the Related Parties and do not extend to any other person or entity. Nothing in this Settlement Agreement is intended as a covenant for any person or entity other than the Debtor and the Related Parties and the EPA. The EPA, the Debtor and the Related Parties expressly reserve all claims, demands, and causes of action, either judicial or administrative, past, present, or future, in law or equity, which they may have against all other persons, firms, corporations, entities, or predecessors of the Debtor for any matter arising at or relating in any manner to the Site. Further, nothing in this Settlement Agreement diminishes the right of the EPA, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to enter into any settlement that gives rise to contribution protection for any person not a party to this Settlement Agreement.

21. The EPA reserves, and this Settlement Agreement is without prejudice to, all rights against the Debtor and the Related Parties with respect to all matters not expressly included within the terms of this Settlement Agreement. Notwithstanding any other provision of this Settlement Agreement, the EPA reserves all rights against Debtor and the Related Parties with respect to:

a. liability for failure by the Debtor to meet a requirement of this Settlement Agreement;

b. liability as a result of failure to exercise due care by the Debtor with respect to hazardous substances at the Facility after the execution by Debtor of this Settlement Agreement;

c. liability resulting from exacerbation by the Debtor of the release or threat of release of hazardous substances at or from the Facility after the execution by Debtor of this Settlement Agreement;

d. criminal liability; and

e. liability based on the Debtor's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substances or a solid waste at or in connection with the Site, after the execution by Debtor of this Settlement Agreement.

22. Nothing in this Settlement Agreement shall be deemed to limit the authority of the EPA to take any response action under Section 104 of CERCLA, 42 U.S.C. § 9604, or any other applicable statute or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the EPA pursuant to such authority; provided, however, that nothing in this sentence affects the covenants set forth above in relation to the Debtor and/or the Related Parties. Nothing in this Settlement Agreement shall be deemed to limit the information-gathering authority of the EPA under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable statute or regulation, or to excuse the Debtor from any disclosure or notification requirements imposed by CERCLA or any other applicable statute or regulation.

23. The Debtor covenants not to sue and agrees not to assert or pursue any claims or causes of action against the United States, including any department, agency, or instrumentality of the United States, with respect to environmental conditions at the Site or with respect to amounts paid by the Debtor under the Settlement Agreement, including, but not limited to: (i) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established pursuant to 26 U.S.C. § 9507; (ii) any claim under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, or Section 7002(a) of Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6972(a); or (iii) any claims arising out of response activities at the Site. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

24. Notwithstanding any other provision of this Settlement Agreement, the Debtor reserves, and this Settlement Agreement is without prejudice to, claims against the United States in the event any claim is asserted by the EPA against the Debtor pursuant to any of the reservations set forth in Paragraph 21 hereof, other than for failure to meet a requirement of this Settlement Agreement, but only to the extent that the Debtor's claims arise from the same response action or response costs that the EPA is seeking pursuant to the applicable reservation.

VIII. EFFECT OF SETTLEMENT; CONTRIBUTION

25. The parties hereto agree, and by entering this Settlement Agreement the Bankruptcy Court finds, that this Settlement Agreement constitutes a judicially-approved settlement pursuant to which the Debtor and the Related Parties have, as of the Effective Date, resolved liability to the EPA within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. §

9613(f)(2), and are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the removal actions to be implemented by the Debtor (the Work) as well as any removal action implemented by EPA or any other person to address the two million-gallon tanks located at the Facility; provided, however, that, if EPA exercises rights under the reservations in Paragraph 21 hereof, other than for failure to meet a requirement of this Settlement Agreement, the "matters addressed" in this Settlement Agreement shall no longer include those response costs or response actions that are within the scope of the exercised reservation.

26. This Settlement Agreement constitutes a judicially-approved settlement pursuant to which the Debtor and the Related Parties have, as of the Effective Date, resolved liability to the EPA within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

IX. ACCESS

27. The Debtor shall provide the EPA and its representatives, contractors and subcontractors with access at all reasonable times to the Facility for the following activities (which access shall be subject to any rights of parties who have purchased any interest in the assets of the Debtor over the course of the Bankruptcy Case):

a. Assessing the Debtor's compliance with this Settlement Agreement;

b. Monitoring the Work;

c. Verifying any data or information submitted to the EPA;

d. Conducting investigations regarding contamination at the Facility;

e. Obtaining samples;

f. Implementing a response action with respect to the two one-million gallon tanks located at the Facility; and

g. Assessing the need for, planning, or implementing additional response actions at or near the Site.

X. NOTICES AND SUBMISSIONS

28. Whenever, under the terms of this Settlement Agreement, written notice is required to be given, or a report or other document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below via U.S. mail and/or email (if an email address is provided), unless those individuals or their successors give notice of a change of address or email to the other parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Except as otherwise provided in this Settlement Agreement, written notice as specified herein shall constitute complete satisfaction of any written notice requirement in the Settlement Agreement with respect to the EPA and the Debtor, respectively.

As to the EPA:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044
Ref. DOJ File No. 90-11-3-11537

Donald G. Frankel
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Michelle Lauterback
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EPA Region 1
5 Post Office Square
Suite 100 (OES-04-3)
Boston, MA 02109-3912
lauterback.michelle@epa.gov

As to the Debtor:

D. Sam Anderson
Bernstein, Shur, Sawyer & Nelson, P.A.
100 Middle Street
P.O. Box 9729
Portland, Maine 04104-5029
sanderson@bernsteinshur.com

Jay S. Geller
Law Office of Jay S. Geller
One Monument Way, Suite 200
Portland, Maine 04101
jgeller@jaysgellerlaw.com

XI. JUDICIAL APPROVAL AND PUBLIC COMMENT

29. This Settlement Agreement shall be subject to approval of the Bankruptcy Court. The Debtor shall promptly seek approval of this Settlement Agreement under Bankruptcy Rule 9019 or applicable provisions of the Bankruptcy Code.

30. This Settlement Agreement shall be filed with the Bankruptcy Court and shall thereafter be subject to a period of public comment (of not greater than 30 days) following

publication of notice of the Settlement Agreement in the Federal Register. After the conclusion of the public comment period, the EPA will file with the Bankruptcy Court any comments received, as well as the EPA's responses to the comments, and at that time, if appropriate, the EPA will request that the Bankruptcy Court approve the Settlement Agreement. The EPA reserves the right to withdraw or withhold its consent if the comments regarding the Settlement Agreement establish facts or considerations which indicate that the Settlement Agreement is not in the public interest.

31. If for any reason (a) the Settlement Agreement is withdrawn by the United States as provided in Paragraph 30 hereof, or (b) the Settlement Agreement is not approved by the Bankruptcy Court, then (i) this Settlement Agreement shall be null and void, and the parties hereto shall not be bound under the Settlement Agreement or under any documents executed in connection herewith; (ii) the parties shall have no liability to one another arising out of or in connection with this Settlement Agreement or under any documents executed in connection herewith; and (iii) this Settlement Agreement and any documents prepared in connection herewith shall have no residual or probative effect or value.

XII. INTEGRATION, AMENDMENTS, AND COUNTERPARTS

32. This Settlement Agreement, together with **Appendix A**, including any order entered by the Bankruptcy Court approving this Settlement Agreement, constitute the sole and complete agreement of the parties hereto with respect to the matters addressed herein.

33. This Settlement Agreement may not be amended except by a writing signed by all the parties and approved by the Bankruptcy Court. Bankruptcy Court approval shall not be required for non-material changes to the Settlement Agreement.

34. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

XIII. RETENTION OF JURISDICTION

35. The Bankruptcy Court (or, upon withdrawal of the Bankruptcy Court's reference, the United States District Court for the District of Maine) shall retain jurisdiction over the subject matter of this Settlement Agreement and the parties hereto for the duration of the performance of the terms and provisions of this Settlement Agreement for the purpose of enabling any of the parties to apply at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or interpretation of this Settlement Agreement or to effectuate or enforce compliance with its terms.

The undersigned party hereby enters into this Settlement Agreement in In re Lincoln Paper and Tissue, LLC, Case No. 15-10715 (Bankr. D. Me.).

FOR THE UNITED STATES OF AMERICA:

Date: 4/11/17 By: _____

Ellen M. Mahan
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

Date: 4/13/17 By: _____

Donald G. Frankel
Senior Counsel
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
408 Atlantic Avenue
Second Floor
Boston, MA 02110

The undersigned party hereby enters into this Settlement Agreement in In re Lincoln Paper and Tissue, LLC, Case No. 15-10715 (Bankr. D. Me.).

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

Date: 3/22/17

By: Deborah A. Szaro
Deborah A. Szaro
Acting Regional Administrator
EPA Region 1

Date: March 16, 2017

By: Michelle Lauterback
Michelle Lauterback
Senior Enforcement Counsel
EPA Region 1
5 Post Office Square
Suite 100 (OES04-3)
Boston, MA 02109-3912

The undersigned party hereby enters into this Settlement Agreement in In re Lincoln Paper and Tissue, LLC, Case No. 15-10715 (Bankr. D. Me.).

FOR THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Date: 3-9-2017 By: _____

Paul Mercer
Commissioner
Department of Environmental Protection
17 State House Station
Augusta, Maine 04333

Date: 3-9-17 By: _____

Kevin J. Crosman
Assistant Attorney General
Attorney for the State of Maine, Department of Environmental Protection
Office of the Attorney General
6 State House Section
Augusta, Maine 04333

The undersigned party hereby enters into this Settlement Agreement in In re Lincoln Paper and Tissue, LLC, Case No. 15-10715 (Bankr. D. Me.).

FOR THE DEBTOR LINCOLN PAPER AND TISSUE, LLC:

Date: March 13,2017

By: *Keith Van Scotter*
Keith Van Scotter
Chief Executive Officer
Lincoln Paper and Tissue, LLC
50 Katahdin Avenue
Lincoln, Maine 04457

APPENDIX A

SCOPE OF WORK

Lincoln Paper and Tissue, LLC, Debtor

Lincoln Pulp and Paper Superfund Removal Site

Lincoln, Maine

Introduction

This scope of work ("SOW") identifies the components of the work required pursuant to the Settlement Agreement entered into by the United States and Lincoln Paper and Tissue, LLC (the "Debtor") in In re Lincoln Paper and Tissue, LLC, No. 15-10715 (Bankr. D. Me.) (the "Settlement Agreement"). Under the Settlement Agreement, the Debtor has agreed to perform a removal action at a facility owned by the Debtor, 50 Katahdin Avenue, Lincoln, ME (the "Facility"). Under this SOW, the Debtor shall prepare and submit to the On-Scene Coordinator ("OSC") for approval the items identified below. The removal action conducted under the Settlement Agreement and this SOW shall abate any potential danger to public health or welfare or the environment, which may otherwise result from the actual or threatened release of hazardous substances at or from the Facility.

I. General Requirements

A. For communications between the U.S. Environmental Protection Agency (the "EPA") and the Debtor related to the implementation of the SOW, the OSC shall be the point of contact for the EPA. The Debtor shall communicate freely with the OSC prior to and during the development of plans and deliverables, and continually throughout the implementation of the work described in this SOW. Open and routine communication will result in the most effective, safest, and efficient cleanup. The Debtor will be notified of the identities of any OSC-designated representatives assigned during oversight of on-site removal activities.

B. All work performed by the Debtor shall be conducted in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, ("CERCLA"), the National Contingency Plan ("NCP"), 40 C.F.R. Part 300 and any amendments thereto, applicable guidance documents provided by EPA, and the provisions of the Settlement Agreement and this SOW; provided, however, that the Debtor's obligations shall be limited by the terms of Settlement Agreement.

C. The Debtor shall perform and complete all activities that have been authorized in accordance with, and subject to, the Settlement Agreement and this SOW.

D. The Debtor may be required to alter or expand upon the plans after approval, based on new information, changes in Facility conditions, or subsequently identified deficiencies; provided, however, that the Debtor's obligations shall be limited by the terms of the Settlement Agreement.

E. By telephone or otherwise, the Debtor shall inform the OSC of any field changes or disposal shipments no less than five (5) working days prior to the event.

II. Work Tasks

The Debtor shall provide the required technical experts, personnel, equipment and materials to perform the following tasks associated with the Facility. The scope of the work for all of the items set forth below, except for work related to the removal of any PCB oil and waste oil, is more specifically set forth in the price quotes attached hereto as Exhibits 1-5 (with pricing information redacted). Subject to the terms of the Settlement Agreement, the Debtor shall complete all tasks, except for the asbestos work, within 90 days of the Effective Date of the Settlement Agreement and the Debtor shall complete the asbestos work within 180 days of the Effective Date of the Settlement Agreement.

- The following hazardous substances, hazardous wastes and materials located at the Facility shall be removed and properly disposed of (all subject to the limitations contained in the Settlement Agreement):
    - radiation sources: including those that have been removed from equipment and secured in boxes in the electrical shop and other locations as well as any such sources still in use as part of the building or active machinery (see work described in price quote attached as Exhibit 1);
    - PCB oil: if any such oil is present at the Facility, remove such oil and dispose of it at an EPA-approved disposal facility or, in the alternative, provide evidence that none of the transformers and capacitors remaining at the Facility contain PCB oils (if the Debtor seeks to rely on 2012 PCB Annual Report provide backup documentation to support statements in the 2012 PCB Annual Report *e.g.*, name plate information and/or prior analytical sampling data);
    - ignitable characteristic waste: this includes containers stored in two laboratories, hazardous waste closets, storage buildings and other locations throughout the Facility, where the Debtor has consolidated its flammable materials (see work described in price quotes attached as Exhibits 2, 3 and 4);
    - friable asbestos: including asbestos containing material on the ground, degraded pipe wrap around insulated pipes that transported paper manufacturing fluids to and from the recovery boiler and other structures; stabilization of certain loose or hanging insulation (see work described in price quotes attached as Exhibit 5);
    - corrosive characteristic waste: such as NaOH, H2SO4 and other chemicals used in the waste treatment plant and stored in tanks, totes and other containers throughout the Facility (see work described in price quotes attached as Exhibits 2, 3 and 4);
    - paper manufacturing process chemicals and wastes: located throughout the Facility including cleaners, inks and other materials containing hazardous substances that were used as part of the process but are now stored in totes, drums and other types of containers (see work described in price quotes attached as Exhibits 2, 3 and 4); and
    - waste oil: any waste oil stored in 55-gallon drums and other containers that remain at the Facility.

- During the performance of the removal action, and subject to the limitations imposed by the terms of the Settlement Agreement, the Debtor shall:

- Comply with Section 300.150 of the NCP, which references the standards promulgated by the Occupational Safety and Health Administration, Hazardous Waste Operations and Emergency Response, 29 C.F.R. §1910.120, including development and implementation of a health and safety program;
- Delineate the work zones and decontamination area in compliance with Occupational Safety and Health Administration ("OSHA") regulations;
- Implement measures to ensure safe egress and access to containers and materials during characterization, disposal and restaging operations;
- Prepare an air monitoring plan and perform air monitoring, as required, to ensure worker safety during removal activities;
- Provide the On-Scene Coordinator, upon request, all sampling data and quality assurance/quality control procedures utilized by the supervising contractor and their laboratory pertaining to all sampling and analytical work performed pursuant to this SOW;
- Based on the results of the sampling, perform consolidation, appropriate segregation, staging and preparation of materials for off-site disposal;
- Disposal of materials in accordance with *40 C.F.R. Part 300.440 Procedures for Planning and Implementing Off-Site Response Actions* (the "CERCLA Off-Site Rule"). Determine that all disposal facilities are in compliance with the *CERCLA Off-Site Rule* or are deemed to be more appropriate facilities as approved in writing by the OSC;
- Provide and affix all appropriate labels in accordance with state and federal regulations for storage, transportation, and/or disposal of waste streams, as appropriate; and
- Transport vehicles and disposal facilities must be properly licensed and permitted for handling the constituents of the waste from the Facility.

III. Designation of the Project Coordinator

Debtor has designated, and EPA has approved, the following individual as the Project Coordinator who shall be responsible for administration of all actions by Debtor required by the Settlement Agreement:

Keith Van Scotter, CEO
Lincoln Paper and Tissue, LLC
207-249-8190 (cell)
Email: kvanscotter@lpt.com

To the greatest extent possible, the Project Coordinator shall be present at the Facility or readily available during implementation of the work. Receipt by Debtor's Project Coordinator of any notice or communication from EPA relating to this Settlement Agreement shall constitute receipt by Debtor.

IV. Facility Security

The Debtor shall take necessary precautions to properly prevent unauthorized access onto the areas of the Facility subject to the removal action for the duration of the removal action. If, in the judgment of the OSC, these precautions are not preventing unauthorized access to these areas of the Facility, the Debtor will institute additional security measures, which may include 24-hour security, until the removal actions are completed. To the extent the EPA requires security measures under this section beyond maintenance of existing perimeter fencing located at the Facility and the locking of gates relating to the perimeter fencing, the costs and expenses of any such additional security measures shall be applied against the amounts the Debtor is committed to spend under the terms of the Settlement Agreement.

EXHIBIT 1

Lincoln Paper & Tissue LLC
50 Katahdin Ave.
Lincoln, ME 04457

Maine License 19515 (Specific License for special form radioactive material) Expires June 30, 2020
Maine License 19507G (General License for radioactive material in exit signs) Expires Dec 2016, yearly

Type	DISPOSAL COSTS FOR RADIOACTIVE SOURCES	REFERENCE	PC001440 No.1 Berthold/Disposal	PC001440 No.2 Berthold/Labor	Est. RSO/Labor	Est. Trucking	Notes
A	(17) ^{137}Cs Industrial Special Form Gauge Sources		$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	ncludes 12-30gal UN certified drums, may be less required
B	(6) ^{85}Kr Industrial Paper Machine Gauging Sensors						Labor is for 2 days on site, rate schedule for longer is attached Purchase orders to Berthold and selected Transportation Compa

		REFERENCE	E.S.R.A. T.D.I.	Packaging RSO/Mat'l	Sign Prep RSO/Labor	Recovery Cont/Labor	Notes
C	(61) ^{3}H Tritium Exit Sign source material		$ [redacted]	$ [redacted]	[redacted]	[redacted]	sign recovery, preparation, packaging, shipping Separate purchase orders to TDI, RSO and Contractor necessary Contractor may be SMC or equivalent company
		TOTALS	$ [redacted]	$ [redacted]	$ [redacted]		

State of Maine Radiation Control Program Contact

Thomas C. Hilfman
Radioactive Materials Inspector
Asst. Environmental Engineer
286 Water Street, 4th Floor
11 State House Station
Augusta, ME 04333-0011
Tel: (207) 287-8401
Mobile: (207) 215-5302
Fax: (207) 287-3059
TTY: Call 711 (Maine Relay)

Department of Health and Human Services
Maine Center for Disease Control and Prevention - ***Preserve ~Promote ~ Protect***
Office of Licensing and Regulatory Services
Division of Environmental and Community Health
Radiation Control / Radioactive Materials Inspection

Tritium Disposal Company

Ron Meekins
TritiumDisposal.com
(866) 540-8588
TritiumDisposal.com
950 Taylor Station Rd, Suite O
Gahanna, OH 43230
P: 866-540-8588
F: 614-863-0622

Radiation Safety Officer - License 19515 and 19507G - Lothian Engineering Services, PLLC

Mark S. Lothian, RSO
Lothian Engineering Services, PLLC
42 Norway Road
Bangor, ME 04401
Tel: (207) 992-3455
mslothian@aol.com

Ben Kliman
Application Engineer
Berthold Technologies USA, LLC
99 Midway Lane
Oak Ridge, TN 37830
Office phone: (865) 483-1488
Fax: (865) 425-4309
Ben.Kliman@Berthold.com

Chester Douglas, RRPT
Radiation Safety Officer (RSO)
Berthold Technologies USA, LLC
99 Midway Lane
Oak Ridge, TN 37830
865-483-1488 ext 244 (phone)
865-425-4309 Fax
www.berthold-us.com
www.berthold.com
Chester.Douglas@Berthold.com

STATE OF MAINE
MATERIALS LICENSE

Pursuant to the Maine Radiation Statutes (22 MRSA 677) and Maine Department of Health and Human Services regulations on radiation (10-144A CMR 220), and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess, and transfer radioactive material as designated below; and to use such radioactive material for the purpose(s) and at the place(s) designated below. This license is subject to all applicable rules, regulations and orders of the Maine Department of Health and Human Services now or hereafter in effect and to any conditions specified below.

1. Name Lincoln Paper and Tissue, LLC	This license is issued in accordance with correspondence dated: May 29, 2015	
2. Address PO Box 490 50 Katahdin Avenue Lincoln, Maine 04457	3. License Number **19515**	Amendment Number **7**
	4. Expiration Date June 30, 2020	

5. Radionuclide	6. Form of Material	7. Maximum Activity
A. Cesium-137 (^{137}Cs)	A. Sealed sources	A. Not to exceed 1.5 curies (55.5 GBq) total
B. Krypton-85 (^{85}Kr)	B. Sealed sources	B. Not to exceed 10 curies (370 GBq) total

8. Authorized use

A. and B.: For possession and use in for level and/or flow measurements in fixed gauging devices that have been registered either with the U.S. Nuclear Regulatory Commission under 10 CFR 32.210, or with an Agreement State and which have been distributed in accordance with a U.S. Nuclear Regulatory Commission or Agreement State specific license authorizing distribution to persons specifically authorized by a U.S. Nuclear Regulatory Commission or Agreement State license to receive, possess, and use the devices.

CONDITIONS

9. The licensed material may be used or stored only at the licensee's facilities located at 50 Katahdin Avenue, Lincoln, Maine.

10. Licensed material shall be used by, or under the supervision of individuals who have satisfactorily completed manufacturer's training or other training deemed appropriate by the Agency. The individual must also have been instructed in the licensee's operating and emergency procedures and be designated by the Radiation Safety Officer. The licensee shall maintain copies of the certificate of training for each user.

11. The Radiation Safety Officer for this license is Mark S. Lothian.

12. The sealed sources or detector cells containing the licensed material shall not be opened or sources removed from the source holders or detector cells by the licensee.

13. A. Sealed sources shall be tested for leakage and/or contamination as specified in Part D of the Maine Rules Relating to Radiation Protection unless specifically provided otherwise in this license.

    B. The licensee is authorized to collect leak test samples for analysis by an authorized leak test company. Alternatively, tests for leakage and/or contamination may be performed by persons specifically licensed by the U.S. Nuclear Regulatory Commission or an Agreement State to perform such services.

STATE OF MAINE
MATERIALS LICENSE

Supplementary Sheet

14. A. Each gauge shall be tested for the proper operation of the on/off mechanism (shutter) and indicator, if any, at intervals not to exceed 6 months or at such longer intervals as specified in the licensee's procedures, or the certificate of registration issued by the U.S. Nuclear Regulatory Commission pursuant to 10 CFR 32.210 or the equivalent regulations of an Agreement State.

    B. Notwithstanding the periodic on-off mechanism (shutter) and indicator test, the requirement does not apply to gauges that are stored, not being used, and have the shutter lock mechanism in a locked position. The gauges exempted from this periodic test shall be tested before use.

15. Installation, initial radiation survey, relocation, removal from service, or packaging for shipment of devices containing sealed sources shall be performed, in accordance with manufacturer's or distributor's recommendations and instructions, by those individuals listed under License Condition No. 10 or by persons specifically authorized by the Commission or an Agreement State to perform such services. Maintenance and repair of devices and installation, replacement, and disposal of sealed sources shall be performed only by persons specifically licensed by the Commission or an Agreement State to perform such services.

16. Prior to initial use and after installation, relocation, dismantling, alignment, or any other activity involving the source or removal of the shielding, the licensee shall assure that a radiological survey is performed to determine radiation levels around, above, and below the gauge with the shutter open. This survey shall be performed only by persons authorized to perform such services by the U.S. Nuclear Regulatory Commission or an Agreement State. A record of the results of this survey shall be maintained.

17. The licensee shall conduct a physical inventory every 6 months to account for all sources and/or devices received and possessed under the license. Records of inventories shall be maintained for 5 years from the date of each inventory, and shall include the radionuclides, quantities, manufacturer's name and model numbers, and the date of the inventory.

18. The licensee shall operate each device containing licensed material within the manufacturer's specified temperature and environmental limits such that shielding and shutter mechanism of the source holder is not compromised.

19. The licensee shall assure that the shutter mechanism of each device is locked in the closed position during periods when a portion of an individual's body may be subject to the direct radiation beam. The licensee shall review and modify, as appropriate, its "lock-out" procedures whenever a new device is obtained to incorporate the device manufacturer's recommendations.

20. The licensee shall ensure that the maximum activity of each sealed source is as specifically provided in the applicable sealed source and device evaluation (SSD).

21. Except as specifically provided otherwise in this license, the licensee shall conduct its program in accordance with the statements, representations, and procedures contained in the documents including any enclosures, listed below. The Agency's regulations shall govern unless the statements, representations and procedures in the licensee's application and correspondence are more restrictive than the regulations.

    A. Application dated May 29, 2015

Date: 06/15/15

Jean Geslin
Radioactive Materials Inspector
Radiation Control Program
Division of Environmental Health

From: Ron Meekins
Sent: Tuesday, June 7, 2016 3:02 PM
To: Mark S. Lothian
Subject: Re: Update quote for H3(Tritium) signage disposals

Hi Mark,

Unfortunately the disposal facility had a price increase in Dec of last year due some new NRC requirements. The price will be [redacted] per sign which will include shipping.

Disposal Service of Tritium Exit Signs at Certified Facility
Registry of Tritium Disposal with US NRC
61qty -[redacted] per sign face /[redacted] **
(This quote is good until 7/31/2016)

**Damaged signs (where the inner light tubes are cracked or exposed) are $250ea for disposal.

The first step is to complete and return the attached disposal agreement. Let me know if you have any questions or need anything else.

Sincerely,
Ron Meekins
TritiumDisposal.com
(866) 540-8588

On Tue, Jun 7, 2016 at 11:02 AM, Mark S. Lothian <mslothian@aol.com> wrote:

Ron,
Lincoln Paper and Tissue has been in bankruptcy proceedings since last year and there has been no activity for disposal of the Tritium exit signs left on site. I would like a revised quote for the remaining signage. There are 46 signs in storage today ready for shipment. There are 15 signs still on the exit areas. A total of 61 signs would be scheduled for disposal.
Please advise the cost. I completed 30 disposals circa 2013/2014 before they ceased funding the disposals. The quoted cost was [redacted] per sign and since I had been sending 5 in each box, there was a [redacted] per box shipment charge. Each PO [redacted] they had generated was for 5 signs to keep the PO amount below [redacted] approval level. This is not a concern now. I believe TDI desires 10 per box shipments. Let me know if any shipping details have changed.
I have to give the bankruptcy court a quote for these disposals and need it updated.

Thanks for your time in this matter.

Quote

Berthold Technologies, USA
Process Control Division 0158
99 Midway Lane
Oak Ridge, TN 37830

Phone: 865-483-1488
Fax: 865-425-4309
Web: www.berthold-us.com

Project No.:	**PCP001347**
Order No.:	**PC001440**
Order Date:	6/7/2016
Expire Date:	7/7/2016
Customer ID:	LINCOLN-02
Currency:	USD

BILL TO:	SHIP TO:
LINCOLN PAPER & TISSUE Katahdin Ave LINCOLN ME 04457 UNITED STATES	LINCOLN PAPER & TISSUE Katahdin Ave LINCOLN ME 04457 UNITED STATES

CUSTOMER P.O. NO.	TERMS	CONTACT
	Net 30 days	Kliman, Ben

POINT OF ORIGIN	SHIPPING TERMS	SHIP VIA	RSM
BT Warehouse (Oak Ridge, TN)	FCA Prepay & Add	Best Way	Burgin, Rob

LEAD TIME
N/A

NO.	ITEM	QTY.	UOM	PRICE	EXT PRICE
1	DISPOSAL: Disposal of the Following Sources Customer is responsible for all shipping costs within the USA	1.00	EA	[redacted]	[redacted]

Continued...

BERTHOLD TECHNOLOGIES

Quote

Project No.: PCP001347
Order No.: PC001440

NO.	ITEM	QTY.	UOM	PRICE	EXT PRICE
	NOTE: 13 Point Source Disposal Device Manufacturer: Kay-Ray Shield Model Number: 7062, 7062, 7062, 7062, 7050B, 7062P, 7062B, 7063P, 7062BP, 7062, 7062, 7062BP, 7062BP Shield Serial Number: __ Source Serial Number: 2514, 2715, 2845A, 3083, 5305, 12193, 20621, 28481, 30827, 10992A, 10992B, 30042A, 30042B Isotope: Cs-137 Original Activity: 100, 25, 100, 50, 200, 10, 100, 200, 25, 100, 100, 50, 10 mCi 4 Point Source Disposal Device Manufacturer: Texas Nuclear Shield Model Number:5205 Shield Serial Number: ____ Source Serial Number: B1172, B1173, B1174, B1175 Isotope:Cs-137 Original Activity: 20 mCi 5 Point Source Disposal Device Manufacturer: HMX Shield Model Number: 2201, 2201, 2201, 2201, KAC-D5 Shield Serial Number: ____ Source Serial Number: KR406, 3552BK, 8885BKM, 8467BKW, 7992BKW Isotope: Kr-85 Original Activity: 1000 mCi 1 Point Source Disposal Device Manufacturer: Metso Shield Model Number: BMW2 Shield Serial Number: ____ Source Serial Number: NX782 Isotope: Kr-85 Original Activity: 400 mCi Pricing is based on disposal of all source at one time Included in this pricing is twelve 30-gallon shipping drums for disposal				
2	SERVICE: USA - Service and Commissioning. The price is for two (2) eight (8) hour week day on-site, extra time and expense will be billed according to the 2016 rate sheet attached.	1.00	EA	[redacted]	[redacted]

Sales Total:	[redacted]
Freight & Misc:	[redacted]
Less Adjustments:	[redacted]
Tax Total:	[redacted]
Total (USD):	[redacted]

Terms and Conditions of Sale

SCOPE

The terms and conditions of sale contained herein apply to all quotations made and purchase orders entered into by Seller. They supersede and replace any terms and conditions attached to Buyer's order, and Seller's acceptance is expressly conditioned upon their acceptance by Buyer. No waiver, alteration, or modification of any of the provisions hereof shall be binding on Seller unless it is in writing and signed by a duly authorized representative of Seller. Any provision in any purchase order, quotation, acknowledgment or other forms or contract documents applicable to the sale of Seller's goods which are inconsistent, or in conflict, with any of the provisions herein will be deemed inapplicable to this order unless agreed to in writing by Seller.

ACCEPTANCE OF ORDERS

All purchase orders or contracts must be accepted in writing by the Seller at its office in Oak Ridge, Tennessee. The validity of this order, as well as its interpretation, operation, and effect shall be determined exclusively by the laws of the State of Tennessee.

PRICES

Seller's prices are F.O.B. Seller's plant, Oak Ridge, Tennessee, and are exclusive of any applicable U.S.A. federal, state, or local sales, use, excise, or other taxes. All such taxes shall be for Buyer's account and paid by Buyer. In lieu thereof, the Buyer may provide Seller with a tax exemption certificate in a form satisfactory to Seller and acceptable to the applicable taxing authorities. Any taxes (including income, stamp, and turnover taxes), duties, fees, charges, or assessments of any nature levied by any governmental authority other than the United States of America in connection with this transaction, whether levied against Buyer, against Seller or its employees, or against any of Seller's subcontractors or their employees, or otherwise, shall be for Buyer's account and shall be paid directly by Buyer to the governmental authority concerned. If Seller is required by law or otherwise to pay any such levy and/or fines, penalties, or assessments, either in the first instance or as a result of Buyer's failure to comply with any applicable laws or regulations governing the payment of such levies by Buyer, the amount of any payments so made by Seller shall be reimbursed by Buyer to Seller upon submission of Seller's invoices.

Should these Terms and Conditions of Sale accompany a quotation, the prices therein will be valid for thirty (30) days from the date of the quotation unless another period of time is specified in such quotation.

CANCELLATION

Buyer shall have no right to cancel this order unless such cancellation is with the prior written consent of the Seller and is upon terms acceptable to Seller.

TERMS OF PAYMENT

Invoices shall accompany all shipments. Unless other payment terms are agreed between Buyer and Seller and specified in this Order, all invoices are due and payable net thirty (30) days from their date. Buyer's failure to make any payment due under the terms of this order shall constitute a material breach.

Notwithstanding the above, if at any time in Seller's judgment Buyer's financial condition does not justify the continuation of production or shipment of goods, on the terms of payment originally specified, Seller may require full or partial payment in advance and in the event of Buyer's bankruptcy or insolvency; or if any proceeding is brought against the Buyer under the bankruptcy or insolvency laws. Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges, which include but are not limited to all costs, direct and indirect, for labor, materials, tools, overhead, and profit to which Seller would be entitled had the order not been canceled.

The Buyer shall have no right to delay the manufacture or shipment of goods without prior written consent of the Seller. If Seller should agree to such delay at the request of Buyer, payments for finished goods shall be due on the date when Seller is prepared to make shipment, and payment for work-in-process

shall be due upon commencement of the delay. Goods and work-in-process held for Buyer shall be at the risk and expense of the Buyer.

Each shipment shall be considered a separate and independent transaction, and payment therefor shall be made accordingly. Buyer grants Seller a purchase money security interest in all goods under this order until such time as full purchase price is paid.

DELIVERY

Unless otherwise specified in this order, delivery shall be F.O.B. Seller's plant, Oak Ridge, Tennessee. Seller shall select the method of shipment and carrier unless Buyer specifies in writing a method of shipment and carrier at least ten (10) days prior to shipment. Buyer shall assume risk of loss or of damages to goods in transit. Should Buyer desire insurance coverage on a shipment in an amount greater than the minimum value, it shall notify Seller to that effect in writing at least ten (10) days prior to the scheduled shipment. Such additional coverage shall be at Buyer's expense. Unless such notice is received, shipment shall be made at the minimum insurance valuation.

INSTALLATION

If this order provides for installation by Seller, Buyer will, upon notice from Seller, provide at Buyer's cost, facilities for such installation which facilities will comply with all governmental laws, codes, regulations, orders, and with all agreements and understanding with Labor unions.

TRANSPORT SHIELDS

Transport shields will not be returned after a disposal has been completed unless requested on the purchase order when the order is placed.

ACCEPTANCE

Upon receipt of the goods shipped hereunder Buyer shall inspect them immediately and shall within five (5) days give Seller written notice of any claim that the goods do not conform with the terms of the order. Should Buyer fail to give such notice, it shall be deemed to have accepted the goods and shall be bound to pay for them. Buyer expressly waives any rights it may have to revoke acceptance after such five (5) days.

EXCUSABLE DELAY

Seller shall not be liable for delays in delivery or failure to manufacture or deliver goods due to acts of God, acts of the Buyer, acts of civil military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation or other causes beyond Seller's reasonable control including, but not limited to, obtaining necessary labor materials, components, or manufacturing facilities.

PATENTS

If the goods to be delivered hereunder are to be produced according to Buyer's specifications, Buyer shall indemnify Seller against, and hold it harmless from, all judgements, decrees, costs and expenses including reasonable attorney's fees resulting from any alleged infringements of any United States or foreign letters patent.

If this order calls for delivery of Seller's standard catalog products, without modification, Seller shall assume the defense of any suit brought against Buyer for infringement of United States Letters Patent arising solely from use and/or sale of said standard catalog products and shall indemnify Buyer against any money damages and/or costs awarded in such suit. Provided: (1) that Seller is given exclusive control of the defense of such suit and all negotiations relative to the settlement thereof and, (2) that Buyer promptly informs Seller in writing of any claim with respect to which Seller is to assume responsibility hereunder. The foregoing states the entire liability of Seller for patent infringement.

PACKAGING

Seller will provide commercial packaging adequate, under normal conditions, to protect the goods in shipment and to identify the contents. Special packaging requested by Buyer will be at Buyer's expense.

DESIGNS, SPECIFICATIONS, MATERIAL FURNISHED BY BUYER
Seller assumes no responsibility for the performance of products manufactured to Buyer's design or specifications, nor for defects in raw material, parts, or subassemblies furnished by the Buyer, its agents or suppliers.

WARRANTY
Seller warrants that goods delivered hereunder will, at delivery, be free from defects in materials and workmanship and will conform to Seller's operating specifications. Seller makes no other warranties, express or implied, and specifically makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY
Seller's obligation under the warranty in the section above shall be limited to replacing or repairing at Seller's option, the defective goods within the time period established in the Seller's current published Price Lists, for the goods ordered hereunder, or one year from the date of shipment, whichever is earlier, provided that Buyer gives Seller prompt notice of any defect or failure and satisfactory proof thereof.

RETURNS
Defective goods must be returned to Seller's plant or to a designated Seller's service center for inspection. Prior to any return, Seller will provide Buyer with a Return Authorization Number, thereby signifying authorization for the return, which must be accompanied by a copy of Sellers Original Invoice or Packing List.

Buyer will prepay all freight charges to return any products to Seller's plant, or other facility designated by Seller. Seller will deliver replacements for defective goods to Buyer freight prepaid. Goods returned to Seller for which Seller provides replacement under the above warranty shall become the property of Seller.

The limited warranty does not apply to performance caused by abrasive materials, corrosion due to aggressive fluids, lightning, improper voltage supply, mishandling or misapplication. Seller's warranty obligations shall not apply to any goods which (a) are normally consumed in operation, or (b) have a normal life inherently shorter than the warranty period stated herein.

In the event that the goods are altered or repaired by the Buyer without prior written approval by the Seller, all warranties are void. Equipment and accessories not manufactured by Seller are warranted only to the extent of and by the original manufacturer's warranty. Repair or replacement goods furnished pursuant to the above warranty shall remain under warranty only for the unexpired portion of the original warranty period.

Should Seller fail to manufacture or deliver goods other than standard products appearing in Seller's catalog, Seller's exclusive liability and Buyer's exclusive remedy shall be release of the Buyer from the obligation to pay the purchase price therefor.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY SHALL NOT APPLY. SELLER'S WARRANTY OBLIGATIONS AND BUYER'S REMEDIES THEREUNDER (EXCEPT AS TO TITLE) ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. IN NO CASE WILL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES.

The total liability of Seller (including its subcontractors) on any claim, whether in contract, tort (including negligence whether sole or concurrent), or otherwise, arising out of, connected with, or resulting from the

manufacture, sale, delivery, resale, repair, replacement or use of any goods, or the furnishing of any service hereunder, shall not exceed the price allocable to the product or service or part thereof which gives rise to the claim.

ASSIGNMENT

Except as may be otherwise expressly provided herein, the provisions of this order are for the benefit of the parties hereto and not for that of any other party. Any assignment by Buyer of this order of any rights hereunder without the prior written consent of Seller shall be void.

DATA

Except as may be otherwise specified on the face hereof, no data, as that term is defined in Part 2, Section 9 of the Defense Acquisition Regulation shall be provided hereunder. If data is provided, it shall be deemed to pertain to items, components, or processes developed at Seller's private expense and no rights in such data or in any inventions, patents, or copyrights shall accrue to Buyer. If data is furnished by Buyer, no rights therein will pass to Seller provided, however, that Seller may copy and use such data to the extent necessary to furnish the goods called for by this order.

ILLEGALITY OF PROVISION

If any term or condition of this order should be declared invalid by any competent court of law, it shall be considered deleted from this order; however, all other terms and conditions thereof shall remain in full force and effect.

DISPUTES

Any dispute arising under this order which is not resolved by the parties within ninety (90) days from the date one party gives notice to the existence of such dispute, shall be referred to the American Arbitration Association which Association's decision shall be binding upon the parties. Each party shall bear its own costs in such arbitration proceeding.

GOVERNMENTAL AUTHORIZATIONS

Buyer shall be responsible for obtaining in a timely manner all required government authorizations, including without limiting, any Export License, Import License, Exchange Permit, or other governmental authorization, even though any such authorization may be applied for by Seller. Buyer and Seller shall assist each other in all reasonable manner to secure such required authorizations. Seller shall not be liable if any authorization is delayed, denied, revoked, restricted, or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller for the goods called for by this order.

All sales hereunder shall at all times be subjected to the applicable export control laws and regulations of the United States Government. Buyer shall not make any disposition, by way of trans-shipment, re-export, diversion or otherwise, of U.S. origin goods purchased from Seller except as said laws and regulations expressly permit.

Berthold Technologies, USA
Process Control Division 0158
99 Midway Lane
Oak Ridge, TN 37830
Phone: 865-483-1488
Fax: 865-425-4309
Web: www.berthold-us.com

PRICES EFFECTIVE 01/01/16

Field Service

Labor

On-site time (minimum 4 hours)

Monday through Friday [1]	[redacted]
Overtime and Saturday [2]	[redacted]
Sunday and Holiday	[redacted]

Travel

Monday through Friday	[redacted]
Overtime and Saturday [2]	[redacted]
Sunday and Holiday	[redacted]
Travel Expenses [3]	**At cost**
Mileage Charge	[redacted]

Other

Miscellaneous Local Material	**At cost**
Berthold Components	**Price list**

North American Service Center

In-Warranty Diagnostic/Repair	**FREE**
Technical Support	**FREE**
Bench Repair	[redacted]
Evaluation	[redacted]

Services

Wipe Tests - 187056	[redacted]
Regulatory Fee	[redacted]

1 Excludes holidays.
2 Overtime charges start after eight hours on customer site or Travel associated with the same customer.
3 Travel expenses include but are not limited to: Airfare, Local Transportation and Lodging. Berthold will provide copies of actual receipts upon prior request with invoice.
4 The evaluation fee will be waived if the customer decides to repair or to purchase a replacement unit from Berthold U.S.

Berthold Technologies, USA
Process Control Division 0158
99 Midway Lane
Oak Ridge, TN 37830
Phone: 865-483-1488
Fax: 865-425-4309
Web: www.berthold-us.com

Berthold Technologies will upon request provide an estimate quote for Start-Up services and /or Source Disposal services which include:

All Quoted Start-up service costs are an ESTIMATE and are based on the following:

A: At least 2 weeks notice prior to the desired service.
B: The gauge or instrument being properly installed and wired.
C: Calibration material must be available.

Start-Up Services include

1. Supervision of source installation or removal including a leak test and survey.
2. Wiring checks on the evaluation unit and detector.
3. Berthold Technologies service engineers also provide training for operators and responsible personnel.
4. Berthold Technologies service engineers will perform an initial calibration.

Normal operating conditions will be needed for calibration.

Source Disposal Services

If the removal of a radioactive source is required, please provide the serial number(s) of all source(s). A regulatory fee will be added to all radiation-related service.

Disposals include preparation of the shipping crate and completing paperwork needed for disposal.

International

Special rates according to the geographic site

Scheduling

We request at least two weeks advance notice of your commissioning dates. All service requests must be confirmed in writing by fax or e-mail with exact location and the contact name at the site.

Radiation Safety

Berthold Technologies will be glad to provide training in Radiation Safety and Gauge operation.

Questions

Any and all questions regarding the responsibilities of the service engineers are welcome. Please contact Berthold Technologies Service Manager. (865)483-1488

EXHIBIT 2

Clean Harbors Environmental Services, Inc.
40B Cary Circle
Hampden, ME 04444
www.cleanharbors.com

June 9, 2016

Attn: Ms. Gretchen Fournier
Lincoln Paper and Tissue
50 Katahdin Avenue
Lincoln, ME 04457

Quote #2426607

Dear Ms. Fournier:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Logan V MacDonald
Field Services Project Manager
Phone: 207.262.9504

QUOTE SUMMARY

Description	Estimated Amount
TASK 1: LABOR TO PUMP DOWN TANKS AND CONSOLIDATE	[redacted]
[redacted] per day, estimated 2 days	
TASK 2: CONTAINERS FOR SHIPMENT OF BULK PRODUCT	[redacted]
TASK 3: TRANSPORTATION OF WASTE	[redacted]
TASK 4: DISPOSAL	[redacted]
TASK 5: PROFILING OF ALL WASTE	[redacted]
Subtotal	[redacted]
Estimated Recovery Fee	[redacted]
Estimated Waste Fee	[redacted]
ESTIMATED QUOTE TOTAL*	[redacted]

*Quote total is an estimate. Final billing will be based upon actual quantities of resources used and/or volumes of waste produced in performance of the quoted services.

TASK 1: LABOR TO PUMP DOWN TANKS AND CONSOLIDATE

TASK 1: TOTAL LABOR, EQUIPMENT, AND MATERIAL

$3,000.00 per day, estimated 2 days [redacted]

Estimated Recovery Fee [redacted]

Estimated total, including Fees [redacted]

TASK 2: CONTAINERS FOR SHIPMENT OF BULK PRODUCT

TASK 2: TOTAL ESTIMATE

Estimated Recovery Fee [redacted]

Estimated total, including Fees [redacted]

TASK 3: TRANSPORTATION OF WASTE

TASK 3: TOTAL LABOR, EQUIPMENT, AND MATERIAL

Estimated Recovery Fee [redacted]

Estimated total, including Fees [redacted]

TASK 4: DISPOSAL

DISPOSAL

Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
A22K	LOW BTU ORGANIC LIQUID	1	55 gallon drum	[redacted]	[redacted]
A22K	LOW BTU ORGANIC LIQUID	4	5 gallon pail	[redacted]	[redacted]
A22K	LOW BTU ORGANIC LIQUID	6	tote tank < 300g	[redacted]	[redacted]
A99DB	HIGH HAZARD LIQUIDS FOR DIRECT FEED INCINERATION	1	tote tank < 300g	[redacted]	[redacted]
A99M	HIGH HAZARD SOLIDS/SLUDGES FOR INCINERATION	1	tote tank < 300g	[redacted]	[redacted]
B28I	OXIDIZER SOLUTIONS FOR INCINERATION	8	tote tank < 300g	[redacted]	[redacted]

Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
B35	GLYCOLS	6	tote tank < 300g	[redacted]	[redacted]
CBPS	SEMI-SOLIDS TO HAZARDOUS LANDFILL	2	tote tank < 300g	[redacted]	[redacted]
CBPS	SEMI-SOLIDS TO HAZARDOUS LANDFILL	2	5 gallon pail	[redacted]	[redacted]
CCRC	CORROSIVE INCINERABLES	4	tote tank < 300g	[redacted]	[redacted]
CCRKS	SLUDGES AND LIQUID/SOLIDS FOR INCINERATION	1	5 gallon pail	[redacted]	[redacted]
CCRKS	SLUDGES AND LIQUID/SOLIDS FOR INCINERATION	1	tote tank < 300g	[redacted]	[redacted]
CNO	NON HAZARDOUS SOLID	4	55 gallon drum	[redacted]	[redacted]
CNOS	NON HAZARDOUS SEMI-SOLIDS	28	tote tank < 300g	[redacted]	[redacted]
CNOS	NON HAZARDOUS SEMI-SOLIDS	4	55 gallon drum	[redacted]	[redacted]
FB1	LIQUID FOR FUEL	1	tote tank < 300g	[redacted]	[redacted]
FB2	LIQUID FUEL WITH SOLIDS	3	55 gallon drum	[redacted]	[redacted]
FB2	LIQUID FUEL WITH SOLIDS	3	5 gallon pail	[redacted]	[redacted]
FB3	SEMI-LIQUID FOR FUEL	3	5 gallon pail	[redacted]	[redacted]
				Total	[redacted]

TASK 4: TOTAL ESTIMATE

Estimated Recovery Fee	[redacted]
Estimated Waste Fee	[redacted]
Estimated total, including Fees	[redacted]

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
A22K	**Low Btu Organic Liquid** DRUM SPECIFICATIONS: pH 2-14, no D002 Acids allowed Ammonia less than 10 percent Source of PCB <50 ppm Heating value less than 5000 BTUs per pound Less than 5 percent organic halogens Less than 5 percent Sulfur Viscosity less than 150 centipoise Must not set-up in water or with organic solvents Less than one inch of solids in the drum No pesticides

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
A22K	**Low Btu Organic Liquid** PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
A99DB	**High Hazard Liquids For Direct Feed Incineration** Potentially high hazard material Requires special handling Specifications determined for each profile PRIMARY DISPOSAL METHOD: DIRECT FEED INCINERATION
A99M	**High Hazard Solids/Sludges For Incineration** Potentially high hazard material Requires special handling Specifications determined for each profile PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
B28I	**Oxidizer Solutions For Incineration** Source of PCB less than 50 ppm Less than 1 inch solids in drums PRIMARY DISPOSAL OPTION: DESTRUCTION INCINERATION
B35	**Glycols** Ethylene or propylene glycols Minimum yield 25% Must be non hazardous pH 3-11 Flash point greater than 140°F Less than 1 inch solids in drum No pesticides Less than 5 percent oils PCB's non detectable Must be amenable to aqueous treatment Must be compatible with oil and water Must be compatible with oil and water
CBPS	**Semi-Solids To Hazardous Landfill** Source of PCB < 50 ppm Must not be prohibited from landfill Must not require stabilization or encapsulation PRIMARY DISPOSAL METHOD: SOLIDIFICATION/SECURE CHEMICAL LANDFILL
CCRC	**Corrosive Incinerables** Can be solid and/or liquid No metal pieces inside drum No metal pieces inside drum

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CCRC	**Corrosive Incinerables** PRIMARY DISPOSAL METHOD: DESTRUCTION Fluorine less than 0.5 percent No metal pieces inside drum PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
CCRKS	**Sludges and liquid/solids for Incineration** DRUM SPECIFICATION: No large metal pieces (rebar) Source of PCB < 50 ppm Mercury limited to 10 ppm maximum Iodine less than 0.5 percent Bromine less than 0.5 percent Fluorine less than 0.5 percent No reactive cyanides No reactive sulfides No air or water reactives PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
CNO	**Non Hazardous Solid** Non-pourable at 70°F No free liquid Must be able to pass (paint filter/penetration) tests Must be able to be landfilled Biodegrade-able absorbents will be stabilized prior to land No herbicide, pesticides, or cyanides Source of PCB < 50 ppm PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL ********** No Free Liquid Non-hazardous Must be biodegradable No PCB pH – 2.1 to 12.4 PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFARM
CNOS	**Non Hazardous Semi-Solids** Must be able to be landfilled No herbicides, pesticides, or cyanides Source of PCB < 50 ppm Flash point over 140°F PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL ********** Non-hazardous Must be biodegradable No PCB

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CNOS	**Non Hazardous Semi-Solids** pH – 2.1 to 12.4 PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFARM
FB1	**Liquid For Fuel** Example: paint thinner, solvents Less than 4 inches of dispersible sludge Less than 5 percent halogens/sulfur Source of PCB < 50 ppm Greater than 10,000 BTU's No pesticides No debris Low viscosity (e.g. thinners) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION
FB2	**Liquid Fuel With Solids** Less than 12" of dispersible sludge Less than 5 percent halogens/sulfur Source of PCB < 50 ppm Greater than 5,000 BTU's No pesticides No debris Medium viscosity (e.g. motor oil) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION
FB3	**Semi-Liquid For Fuel** Less than 36" of dispersible sludge Less than 5 percent halogens/sulfur Source of PCB < 50 ppm Greater than 5,000 BTU's/lb No pesticides No debris High viscosity (e.g. molasses) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION

TASK 5: PROFILING OF ALL WASTE

Amount	Description	Qty/UOM	Days	Price	Total
40	Profile Approval Fee (No Sample)	1 each	n/a	[redacted]	[redacted]

Amount	Description	Qty / UM	Days	Price	Total
				Total	[redacted]

TASK 5: TOTAL ESTIMATE [redacted]

Estimated Recovery Fee [redacted]

Estimated total, including Fees [redacted]

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Field Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 60 days.
- Terms: CASH IN ADVANCE
- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at [redacted]each.

GENERAL CONDITIONS

- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 8.5%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/recoveryfee.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above, and the Field Services Agreement in the following pages.

Thank you for the opportunity to be of service.

CUSTOMER'S AUTHORIZED REPRESENTATIVE OR AGENT	Clean Harbors Environmental Services, Inc.
Signature	Signature
Print Name	Print Name
Date	Date
Phone	
Purchase Order Number	
Customer Insurance Carrier	

FIELD SERVICES AGREEMENT

The Customer acknowledges that the estimated cost is based on a preliminary on-site appraisal by the Clean Harbors Environmental Services, Inc. ("Clean Harbors") field representative and that the amount invoiced by Clean Harbors will be based on labor and materials actually expended in performing the Scope of Work. Any changes in the Scope of Work will be billed in addition to the estimated cost specified above. Customer hereby assigns to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive to pay for the Services provided under this Field Services Agreement and hereby authorizes its insurance company or agent to pay Clean Harbors directly. Customer agrees that all charges that are not paid to Clean Harbors by its insurance company will be paid by the Customer.

This Field Services Agreement establishes the terms and conditions under which Clean Harbors agrees to provide, and Customer agrees to pay for, Services. In consideration of the mutual covenants contained herein, and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have caused this Agreement to be executed by their duly authorized representative as of the date first written below.

STANDARD TERMS AND CONDITIONS

1. Clean Harbors shall provide all labor, materials, tools, equipment and subcontracted items necessary to perform the Services described in the Scope of Work. Clean Harbors represents that it is properly licensed, possesses the requisite skills and shall perform the work in a professional and workmanlike manner.

2. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to Clean Harbors. Customer represents and warrants to Clean Harbors that Customer has the requisite legal right, title, and interest necessary to provide access to the job site.

3. Clean Harbors shall procure and maintain at its own expense during the term of this Agreement the following insurance coverages:

Worker's Compensation:	Statutory
Employer's Liability:	$2,000,000
General Commercial Liability:	$2 million per occurrence
	$4 million aggregate
Automobile:	$5 million combined single limit
Contractors Pollution Liability:	$10 million each Claim
	$10 million all Claims

The Customer agrees that Clean Harbors, liability under this Agreement and Scope of Work shall not exceed the value of this contract, or the amount paid to Clean Harbors by Customer, whichever is ***less.***

4. The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so. Payment of the total estimated cost is required prior to performance of any service by Clean Harbors unless other payment terms have been established by the parties.

   Clean Harbors' standard terms of payment to approved accounts are net fifteen (15) days from the date of invoice. Interest shall accrue at the rate of one and one half (1.5%) percent per month, or at the maximum rate allowed by law, after fifteen (15) days. In the event that legal or other action is required to collect unpaid balances or invoices, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, which may be incurred by Clean Harbors. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings.

   Customer's obligation to pay the amounts due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of Customer's insurance.

   Customer agrees to pay Clean Harbors in accordance with Clean Harbors' published Rate Schedule ("Rates") for any litigation support or testimony provided by Clean Harbors in connection with, or arising out of, the work performed by Clean Harbors hereunder.

5. In the event that work is suspended or terminated for any reason prior to the completion of the Scope of Work, Customer agrees to pay for labor, equipment, materials, disposal and other costs incurred by Clean Harbors at the Rates and for reasonable demobilization costs.

6. Customer agrees that Clean Harbors shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Scope of Work by Clean Harbors, its employees, agents and/or subcontractors.

7. The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

STANDARD TERMS AND CONDITIONS

8. Clean Harbors agrees to indemnify, save harmless and defend the Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys, fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) Clean Harbors' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.

   Customer agrees to indemnify, save harmless and defend Clean Harbors, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees) which Clean Harbors may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of applicable federal, state and local laws, regulations, by- laws or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of the Customer, its employees or agents in the performance of this Agreement.

   Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

9. The terms and conditions of this Agreement and Scope of Work and any Clean Harbors change orders or Clean Harbors' daily work sheets signed by both parties constitute the entire agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted documents issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. In the event that any portion of this Agreement is invalidated for any reason, the parties agree that all other provisions of this Agreement shall remain in force and effect.

10. Customer's representative or agent represents and warrants to Clean Harbors that it is duly authorized to execute this Agreement on Customer's behalf.

11. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.

EXHIBIT 3

Clean Harbors Environmental Services, Inc.
40B Cary Circle
Hampden, ME 04444
www.cleanharbors.com

May 6, 2016

Attn: Ms. Gretchen Fournier
Lincoln Paper and Tissue
50 Katahdin Avenue
Lincoln, ME 04457

Quote #2407355

Dear Ms. Fournier:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Logan V MacDonald
Field Services Project Manager
Phone: 207.262.9504

QUOTE CONDITIONS

The proposal is based on the following assumptions and site conditions. Any work which falls outside of the assumptions will constitute work beyond the intended scope and be completed upon mutually satisfactory terms. We will have access to Mill fork truck to load totes. If unavailable there will be rental charge added.

QUOTE SUMMARY

Description	Amount
TASK 1: TRANSPORTATION	[redacted]
TASK 2: DISPOSAL	[redacted]
Subtotal	[redacted]
Estimated Recovery Fee	[redacted]
QUOTE TOTAL	[redacted]

TASK 1: TRANSPORTATION

TASK 1: TOTAL LABOR, EQUIPMENT, AND MATERIAL

Estimated Recovery Fee [redacted]

Estimated total, including Fees [redacted]

TASK 2: DISPOSAL

TASK 2: TOTAL ESTIMATE

Estimated Recovery Fee [redacted]

Estimated total, including Fees [redacted]

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
B22A	**Concentrated acids 21-49%** pH Less than 7 Less than 6 percent T.O.C. (Total Organic Carbon) Less than 1 inch solids in drum Less than 1 percent ammonia Less than 1 inch oil and grease Less than 10 ppm hex chrome Flashpoint greater than 140 degrees F No cyanides No sulfides No chelators No pesticides Neutralization Equivalent greater than 20 21-49% acid concentration PRIMARY DISPOSAL METHOD: Wastewater Treatment

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GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.

GENERAL CONDITIONS

- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Field Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 60 days.
- Terms: CASH IN ADVANCE
- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at $75.00 each.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 8.0%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/recoveryfee.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.

GENERAL CONDITIONS

- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above, and the Field Services Agreement in the following pages.

Thank you for the opportunity to be of service.

CUSTOMER'S AUTHORIZED REPRESENTATIVE OR AGENT

Signature

Print Name

Date

Phone

Purchase Order Number

Customer Insurance Carrier

Clean Harbors Environmental Services, Inc.

Signature

Print Name

Date

FIELD SERVICES AGREEMENT

The Customer acknowledges that the estimated cost is based on a preliminary on-site appraisal by the Clean Harbors Environmental Services, Inc. ("Clean Harbors") field representative and that the amount invoiced by Clean Harbors will be based on labor and materials actually expended in performing the Scope of Work. Any changes in the Scope of Work will be billed in addition to the estimated cost specified above. Customer hereby assigns to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive to pay for the Services provided under this Field Services Agreement and hereby authorizes its insurance company or agent to pay Clean Harbors directly. Customer agrees that all charges that are not paid to Clean Harbors by its insurance company will be paid by the Customer.

This Field Services Agreement establishes the terms and conditions under which Clean Harbors agrees to provide, and Customer agrees to pay for, Services. In consideration of the mutual covenants contained herein, and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have caused this Agreement to be executed by their duly authorized representative as of the date first written below.

STANDARD TERMS AND CONDITIONS

1. Clean Harbors shall provide all labor, materials, tools, equipment and subcontracted items necessary to perform the Services described in the Scope of Work. Clean Harbors represents that it is properly licensed, possesses the requisite skills and shall perform the work in a professional and workmanlike manner.

2. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to Clean Harbors. Customer represents and warrants to Clean Harbors that Customer has the requisite legal right, title, and interest necessary to provide access to the job site.

3. Clean Harbors shall procure and maintain at its own expense during the term of this Agreement the following insurance coverages:

Worker's Compensation:	Statutory
Employer's Liability:	$2,000,000
General Commercial Liability:	$2 million per occurrence
	$4 million aggregate
Automobile:	$5 million combined single limit
Contractors Pollution Liability:	$10 million each Claim
	$10 million all Claims

The Customer agrees that Clean Harbors, liability under this Agreement and Scope of Work shall not exceed the value of this contract, or the amount paid to Clean Harbors by Customer, whichever is ***less.***

4. The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so. Payment of the total estimated cost is required prior to performance of any service by Clean Harbors unless other payment terms have been established by the parties.

   Clean Harbors' standard terms of payment to approved accounts are net fifteen (15) days from the date of invoice. Interest shall accrue at the rate of one and one half (1.5%) percent per month, or at the maximum rate allowed by law, after fifteen (15) days. In the event that legal or other action is required to collect unpaid balances or invoices, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, which may be incurred by Clean Harbors. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings.

   Customer's obligation to pay the amounts due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of Customer's insurance.

   Customer agrees to pay Clean Harbors in accordance with Clean Harbors' published Rate Schedule ("Rates") for any litigation support or testimony provided by Clean Harbors in connection with, or arising out of, the work performed by Clean Harbors hereunder.

5. In the event that work is suspended or terminated for any reason prior to the completion of the Scope of Work, Customer agrees to pay for labor, equipment, materials, disposal and other costs incurred by Clean Harbors at the Rates and for reasonable demobilization costs.

6. Customer agrees that Clean Harbors shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Scope of Work by Clean Harbors, its employees, agents and/or subcontractors.

7. The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

STANDARD TERMS AND CONDITIONS

8. Clean Harbors agrees to indemnify, save harmless and defend the Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys, fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) Clean Harbors' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.

   Customer agrees to indemnify, save harmless and defend Clean Harbors, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees) which Clean Harbors may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of applicable federal, state and local laws, regulations, by- laws or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of the Customer, its employees or agents in the performance of this Agreement.

   Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

9. The terms and conditions of this Agreement and Scope of Work and any Clean Harbors change orders or Clean Harbors' daily work sheets signed by both parties constitute the entire agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted documents issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. In the event that any portion of this Agreement is invalidated for any reason, the parties agree that all other provisions of this Agreement shall remain in force and effect.

10. Customer's representative or agent represents and warrants to Clean Harbors that it is duly authorized to execute this Agreement on Customer's behalf.

11. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.

EXHIBIT 4

Clean Harbors Environmental Services, Inc.
40B Cary Circle
Hampden, ME 04444
www.cleanharbors.com

May 6, 2016

Attn: Ms. Gretchen Fournier
Lincoln Paper and Tissue
50 Katahdin Avenue
Lincoln, ME 04457

Quote #2401327

Dear Ms. Fournier:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Logan V MacDonald
Field Services Project Manager
Phone: 207.262.9504

QUOTE CONDITIONS

Prior to completing the cleaning of the specified caustic tank, CHES field crews will perform all Health and Safety related tasks as directed by the local CHES H&S Representative and any site specific regulations pertinent to your facility. An on site safety meeting will be conducted and documented.

CHES crews will set up the decon, poly all access ways, manways, etc., and properly cordon off the site to prohibit unauthorized access. Prior to execution, our CHES crew will communicate with your on site representatives to ensure plant conditions are as expected, contents of the tank are as discussed, and any system lines are blanked.

After the appropriate lockout and tagouts are performed, field crews will complete the following:

- open tank, perform appropriate monitoring and ventilation procedures
- transfer of recoverable product to a properly lined vessel or drum
- enter tank in accordance with our H&S confined space procedures (if necessary)
- remove solids
- perform a wash down and decon of tank
- transfer rinsate and waste solids to drums or vacuum unit
- obtain gas free certification of tank if specified
- remove blanking and lockout/tagout
- manifest and label waste

It is assumed tank can be cut for access. Time is estimated at 4 days to remove solids, addition time will be billed at the day rate. Disposal and material will be billed at actual quanity.

QUOTE SUMMARY

Description	Estimated Amount
TASK 1: REMOVE SOLIDS FROM CAUSTIC TANK	[redacted]
$3,000.00 per day, estimated 4 days	
TASK 2: TRANSPORTATION	[redacted]
TASK 3: DISPOSAL OF SLUDGE	[redacted]
TASK 4: DRUMS FOR WASTE	[redacted]
Subtotal	[redacted]
Estimated Recovery Fee	[redacted]
ESTIMATED QUOTE TOTAL*	[redacted]

*Quote total is an estimate. Final billing will be based upon actual quantities of resources used and/or volumes of waste produced in performance of the quoted services.

TASK 1: REMOVE SOLIDS FROM CAUSTIC TANK

TASK 1: TOTAL LABOR, EQUIPMENT, AND MATERIAL [redacted]

[redacted] **per day, estimated 4 days**

Estimated Recovery Fee [redacted]

Estimated total, including Fees [redacted]

TASK 2: TRANSPORTATION

TASK 2: TOTAL LABOR, EQUIPMENT, AND MATERIAL [redacted]

Estimated Recovery Fee [redacted]

Estimated total, including Fees [redacted]

TASK 3: DISPOSAL OF SLUDGE

DISPOSAL

Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
CCRK	SOLIDS FOR INCINERATION	24	55 gallon drum	[redacted]	[redacted]
				Total	[redacted]

Surcharges (if applicable)

Description	Rate	UOM	Lower Limit	Upper Limit	Range UOM
Waste Code CCRK:					
CCRK Weight surcharge	[redacted]	Pounds	502.10	503.00	Pounds
	[redacted]	Pounds	501.10	502.00	Pounds
	[redacted]	Pounds	500.00	501.00	Pounds

TASK 3: TOTAL ESTIMATE [redacted]

Estimated Recovery Fee [redacted]

Estimated total, including Fees [redacted]

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CCRK	**Solids For Incineration** DRUM SPECIFICATION: No large metal pieces (rebar) Source of PCB < 50 ppm Mercury limited to 10 ppm maximum Iodine less than 0.5 percent Bromine less than 0.5 percent Fluorine less than 0.5 percent No reactive cyanides No reactive sulfides No air or water reactives Palletized material maximum dimensions 4'x4'x4' PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION

TASK 4: DRUMS FOR WASTE

Amount	Description	Qty/UOM	Days	Price	Total
24	55 Gal / 205L Poly Drum, Recycled 1H2/Y237/S	1 each	n/a	[redacted]	[redacted]
				Total	[redacted]

TASK 4: TOTAL ESTIMATE

Estimated Recovery Fee	[redacted]
Estimated total, including Fees	[redacted]

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Field Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 60 days.
- Terms: CASH IN ADVANCE

GENERAL CONDITIONS

- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at $75.00 each.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 8.0%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/recoveryfee.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.

GENERAL CONDITIONS

- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above, and the Field Services Agreement in the following pages.

Thank you for the opportunity to be of service.

CUSTOMER'S AUTHORIZED REPRESENTATIVE OR AGENT	Clean Harbors Environmental Services, Inc.
Signature	Signature
Print Name	Print Name
Date	Date
Phone	
Purchase Order Number	
Customer Insurance Carrier	

FIELD SERVICES AGREEMENT

The Customer acknowledges that the estimated cost is based on a preliminary on-site appraisal by the Clean Harbors Environmental Services, Inc. ("Clean Harbors") field representative and that the amount invoiced by Clean Harbors will be based on labor and materials actually expended in performing the Scope of Work. Any changes in the Scope of Work will be billed in addition to the estimated cost specified above. Customer hereby assigns to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive to pay for the Services provided under this Field Services Agreement and hereby authorizes its insurance company or agent to pay Clean Harbors directly. Customer agrees that all charges that are not paid to Clean Harbors by its insurance company will be paid by the Customer.

This Field Services Agreement establishes the terms and conditions under which Clean Harbors agrees to provide, and Customer agrees to pay for, Services. In consideration of the mutual covenants contained herein, and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have caused this Agreement to be executed by their duly authorized representative as of the date first written below.

STANDARD TERMS AND CONDITIONS

1. Clean Harbors shall provide all labor, materials, tools, equipment and subcontracted items necessary to perform the Services described in the Scope of Work. Clean Harbors represents that it is properly licensed, possesses the requisite skills and shall perform the work in a professional and workmanlike manner.

2. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to Clean Harbors. Customer represents and warrants to Clean Harbors that Customer has the requisite legal right, title, and interest necessary to provide access to the job site.

3. Clean Harbors shall procure and maintain at its own expense during the term of this Agreement the following insurance coverages:

Worker's Compensation:	Statutory
Employer's Liability:	$2,000,000
General Commercial Liability:	$2 million per occurrence
	$4 million aggregate
Automobile:	$5 million combined single limit
Contractors Pollution Liability:	$10 million each Claim
	$10 million all Claims

The Customer agrees that Clean Harbors, liability under this Agreement and Scope of Work shall not exceed the value of this contract, or the amount paid to Clean Harbors by Customer, whichever is ***less.***

4. The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so. Payment of the total estimated cost is required prior to performance of any service by Clean Harbors unless other payment terms have been established by the parties.

   Clean Harbors' standard terms of payment to approved accounts are net fifteen (15) days from the date of invoice. Interest shall accrue at the rate of one and one half (1.5%) percent per month, or at the maximum rate allowed by law, after fifteen (15) days. In the event that legal or other action is required to collect unpaid balances or invoices, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, which may be incurred by Clean Harbors. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings.

   Customer's obligation to pay the amounts due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of Customer's insurance.

   Customer agrees to pay Clean Harbors in accordance with Clean Harbors' published Rate Schedule ("Rates") for any litigation support or testimony provided by Clean Harbors in connection with, or arising out of, the work performed by Clean Harbors hereunder.

5. In the event that work is suspended or terminated for any reason prior to the completion of the Scope of Work, Customer agrees to pay for labor, equipment, materials, disposal and other costs incurred by Clean Harbors at the Rates and for reasonable demobilization costs.

6. Customer agrees that Clean Harbors shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Scope of Work by Clean Harbors, its employees, agents and/or subcontractors.

7. The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

STANDARD TERMS AND CONDITIONS

8. Clean Harbors agrees to indemnify, save harmless and defend the Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys, fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) Clean Harbors' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.

   Customer agrees to indemnify, save harmless and defend Clean Harbors, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees) which Clean Harbors may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of applicable federal, state and local laws, regulations, by- laws or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of the Customer, its employees or agents in the performance of this Agreement.

   Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

9. The terms and conditions of this Agreement and Scope of Work and any Clean Harbors change orders or Clean Harbors' daily work sheets signed by both parties constitute the entire agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted documents issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. In the event that any portion of this Agreement is invalidated for any reason, the parties agree that all other provisions of this Agreement shall remain in force and effect.

10. Customer's representative or agent represents and warrants to Clean Harbors that it is duly authorized to execute this Agreement on Customer's behalf.

11. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.

EXHIBIT 5

Acadia Contractors, LLC
780 Auburn Road
Turner, Maine 04282
Tel: 207-225-5400
Fax: 207-225-5403
Website: www.acadiacontractors.com

Proposal #: 4768

Date: Jun 22, 2016

Debris Clean Up • Stores

CUSTOMER	CONTACT	JOB NAME / LOCATION
Lincoln Paper & Tissue	**Name:** Keith Van Scotter	**Debris Clean Up**
PO Box 490	**Tel:** 207-249-8190	Stores
Lincoln, Me 04457	**Cell:**	Katahdin Avenue
207-794-0691	**Email:** kvanscotter@lpt.com	Lincoln, Maine 04457
	CC:	

Acadia Contractors, LLC is pleased to submit this proposal to provide the labor, materials and equipment to perform these services at the above location.

WORK PERFORMED TO INCLUDE:

The clean up of fallen asbestos containing debris in front of the Stores Area. There are currently 2 barricaded areas located here, one directly in front of Stores and also where the overhead pipe rack turns to cross roadway. Acadia will pick up fallen debris and vacuum affected horizontal surfaces up to 6' high. Work will be conducted utilizing P.P.E. and regulated area with remote shower decon unit.
Acadia will provide temporary power and potable water for their usage.
Acadia to dispose of generated waste.

Cost for the above mentioned project: [redacted]

Add on cost to stabilize loose and hanging insulation in the pipe rack from the front of Stores to where the pipe rack turns to cross road. [redacted]

Acadia to provide aerial lift to access pipe rack area.
Included in the price is the cost to provide an Independent Hygienist to conduct final visual evaluation and final air clearance sampling.

Cost for the above mentioned project: See Above

All work operations will be performed in compliance with OSHA Asbestos Regulations 29 CFR 1910.1001 and 29 CFR 1926.1101 as well as Maine DEP Asbestos Regulations, Chapter 425. Air sample results will be forwarded to you after project completion.

Additional Terms and Conditions are located on Page 2 of this proposal. All such additional Terms and Conditions shall be incorporated herein.

Please sign and return this proposal as authorized to proceed. Acadia Contractors, LLC appreciates the opportunity to assist you in this matter.

Sincerely,

Dan Mercier

***Accepted by:** _____ **Date:** _____

***Proposal subject to revocation if not accepted within 30 days.**

(1) Any alteration or deviation from the specifications above involving extra costs will be executed only upon written orders, and will become an extra charge over and above the amounts specified in Paragraph 2.

(2) ACADIA is an independent contractor and not an employee of the Customer. All agreements by and between ACADIA and the Customer are contingent upon strikes, accidents, or delays beyond the control of ACADIA and ACADIA shall not be responsible for delays resulting from the same.

(3) If the Proposal described herein is not accepted within 30 (thirty) days of the date of this Proposal, ACADIA may, in its sole and absolute discretion, withdraw the Proposal without providing any further notice to the Customer.

(4) If the Customer accepts this proposal as provided below, this Proposal shall become a valid and binding contract between the parties, and the Customer, his heirs, personal representatives, successors, and assigns,shall be liable for the payments described herein. In addition,any and all contracts by and between the parties shall be governed by the laws of the State of Maine. Upon acceptance, this Proposal shall constitute the entire agreement between the parties, and said agreement may not be changed orally, but only by an agreement in writing signed by the parties hereto. In the event that any portion of the contract between ACADIA and the Customer is declared void or unenforceable by a court of competent jurisdiction, the remaining portion shall remain in full force and effect, unless otherwise agreed to by the parties.

(5) Customer agrees to pay all costs of collection and reasonable attorneys' fees paid or incurred by ACADIA in enforcing this contract. In the event of any conflict between the provisions of this Agreement and any other contract to be entered into between parties, the provisions of this Agreement shall govern.

(6) All labor and services provided pursuant to this Proposal shall be performed in compliance with OSHA Asbestos Regulations, 29 CFR 1910.1-001 and 29 CFR 1926.1L01, as amended, and in accordance with the Maine DEP Asbestos Regulations, Chapter 425. All waste shall be properly packaged, transported, and disposed of in an approved ME DEP Landfill. If the Proposal involves removal of biological contamination, the Customer acknowledges that blological contamination is influenced by many factors. ACADIA offers not warranty or guaranty that re-growth of biological contaminants will not occur due to the fact that ACADIA cannot control conditions of the building after completion of its work as described herein.

(7) All notices by one party to another hereunder shall be in writing. Payment notices may be made by mail or in person and, when mailed, the date of notice or the date of payment shall be the date of mailing. Notices may also be given by facsimile transmission.

(8) ACADIA shall be responsible only for acts and omissions of ACADIA's employees and sub contractors supplied by ACADIA.

(9) In the event that ACADIA fails to commence or move forward with ACADIA's work with all reasonable diligence, or fails to correct any defective work or persistently fails to provide materials and labor in accordance with the terms of this Proposal, or fails in the performance of any substantial agreement contained in this Proposal, then the Customer shall have the right to terminate this Proposal, provided that the Customer pays to ACADIA any and all amounts due for work rendered prior to termination.

Acadia Contractors, LLC
780 Auburn Road
Turner, Maine 04282
Tel: 207-225-5400
Fax: 207-225-5403
Website: www.acadiacontractors.com

Proposal #: 4771

Date: Jun 22, 2016

Debris Clean Up • Oil Pump House Pipe Rack

CUSTOMER	CONTACT	JOB NAME / LOCATION
Lincoln Paper & Tissue	**Name:** Keith Van Scotter	**Debris Clean Up**
PO Box 490	**Tel:** 207-249-8190	Oil Pump House Pipe Rack
Lincoln, Me 04457	**Cell:**	Katahdin Avenue
207-794-0691	**Email:** kvanscotter@lpt.com	Lincoln, Maine 04457
	CC:	

Acadia Contractors, LLC is pleased to submit this proposal to provide the labor, materials and equipment to perform these services at the above location.

WORK PERFORMED TO INCLUDE:

The clean up of fallen asbestos containing debris from the pipe rack area behind Oil Pump House. The affected area includes from the lower building area then across roadway up to and including the expansion loop in pipe rack. Acadia will pick up fallen debris and Hepa vacuum affected surfaces up to 6'. Work will be conducted utilizing P.P.E. and regulated area with remote shower decon unit.
Acadia will provide temporary power and potable water for their usage.
Acadia to dispose of generated waste.

Cost for the above mentioned project. [redacted]

Add on cost to remove approximately 400 lineal ft. of asbestos insulation in pipe rack from affected area:
[redacted]

Acadia to provide aerial lift for access to pipe rack.
Included in the price is the cost to provide an Independent Hygienist to conduct final visual evaluation.

Cost for the above mentioned project: **See Above**

Sincerely,

Dan Mercier

***Accepted by:** _____ **Date:** _____

***Proposal subject to revocation if not accepted within 30 days.**

(1) Any alteration or deviation from the specifications above involving extra costs will be executed only upon written orders, and will become an extra charge over and above the amounts specified in Paragraph 2.

(2) ACADIA is an independent contractor and not an employee of the Customer. All agreements by and between ACADIA and the Customer are contingent upon strikes, accidents, or delays beyond the control of ACADIA and ACADIA shall not be responsible for delays resulting from the same.

(3) If the Proposal described herein is not accepted within 30 (thirty) days of the date of this Proposal, ACADIA may, in its sole and absolute discretion, withdraw the Proposal without providing any further notice to the Customer.

(4) If the Customer accepts this proposal as provided below, this Proposal shall become a valid and binding contract between the parties, and the Customer, his heirs, personal representatives, successors, and assigns,shall be liable for the payments described herein. In addition,any and all contracts by and between the parties shall be governed by the laws of the State of Maine. Upon acceptance, this Proposal shall constitute the entire agreement between the parties, and said agreement may not be changed orally, but only by an agreement in writing signed by the parties hereto. In the event that any portion of the contract between ACADIA and the Customer is declared void or unenforceable by a court of competent jurisdiction, the remaining portion shall remain in full force and effect, unless otherwise agreed to by the parties.

(5) Customer agrees to pay all costs of collection and reasonable attorneys' fees paid or incurred by ACADIA in enforcing this contract. In the event of any conflict between the provisions of this Agreement and any other contract to be entered into between parties, the provisions of this Agreement shall govern.

(6) All labor and services provided pursuant to this Proposal shall be performed in compliance with OSHA Asbestos Regulations, 29 CFR 1910.1-001 and 29 CFR 1926.1L01, as amended, and in accordance with the Maine DEP Asbestos Regulations, Chapter 425. All waste shall be properly packaged, transported, and disposed of in an approved ME DEP Landfill. If the Proposal involves removal of biological contamination, the Customer acknowledges that blological contamination is influenced by many factors. ACADIA offers not warranty or guaranty that re-growth of biological contaminants will not occur due to the fact that ACADIA cannot control conditions of the building after completion of its work as described herein.

(7) All notices by one party to another hereunder shall be in writing. Payment notices may be made by mail or in person and, when mailed, the date of notice or the date of payment shall be the date of mailing. Notices may also be given by facsimile transmission.

(8) ACADIA shall be responsible only for acts and omissions of ACADIA's employees and sub contractors supplied by ACADIA.

(9) In the event that ACADIA fails to commence or move forward with ACADIA's work with all reasonable diligence, or fails to correct any defective work or persistently fails to provide materials and labor in accordance with the terms of this Proposal, or fails in the performance of any substantial agreement contained in this Proposal, then the Customer shall have the right to terminate this Proposal, provided that the Customer pays to ACADIA any and all amounts due for work rendered prior to termination.

Acadia Contractors, LLC
780 Auburn Road
Turner, Maine 04282
Tel: 207-225-5400
Fax: 207-225-5403
Website: www.acadiacontractors.com

Proposal #: 4770

Date: Jun 22, 2016

Debris Clean Up • Bridgeway from #8 to Powerhouse

CUSTOMER	CONTACT	JOB NAME / LOCATION
Lincoln Paper & Tissue	**Name:** Keith Van Scotter	**Debris Clean Up**
PO Box 490	**Tel:** 207-249-8190	Bridgeway from #8 to Powerhouse
Lincoln, Me 04457	**Cell:**	Katahdin Avenue
207-794-0691	**Email:** kvanscotter@lpt.com	Lincoln, Maine 04457
	CC:	

Acadia Contractors, LLC is pleased to submit this proposal to provide the labor, materials and equipment to perform these services at the above location.

WORK PERFORMED TO INCLUDE:

The clean up of fallen asbestos containing debris from the bridge way to powerhouse. Acadia will pick up fallen debris and Hepa vacuum affected horizontal surfaces up to 6'. Work will be conducted utilizing P.P.E. and regulated area with remote shower decon unit.

Acadia to provide temporary power and potable water for their usage.
Acadia to dispose of generated waste.

Cost for the above mentioned project: [redacted]

Add on cost to stabilize loose and hanging insulation in the pipe rack above affected area: [redacted]

Acadia to provide aerial lift for access to pipe rack.
Included in the price is the cost to provide an Independent Hygienist to conduct final visual evaluation.

Cost for the above mentioned project: **See Above**

All work operations will be performed in compliance with OSHA Asbestos Regulations 29 CFR 1910.1001 and 29 CFR 1926.1101 as well as Maine DEP Asbestos Regulations, Chapter 425. Air sample results will be forwarded to you after project completion.

Additional Terms and Conditions are located on Page 2 of this proposal. All such additional Terms and Conditions shall be incorporated herein.

Please sign and return this proposal as authorized to proceed. Acadia Contractors, LLC appreciates the opportunity to assist you in this matter.

Sincerely,

Dan Mercier

Dan Mercier

***Accepted by:** _____ **Date:** _____

***Proposal subject to revocation if not accepted within 30 days.**

(1) Any alteration or deviation from the specifications above involving extra costs will be executed only upon written orders, and will become an extra charge over and above the amounts specified in Paragraph 2.

(2) ACADIA is an independent contractor and not an employee of the Customer. All agreements by and between ACADIA and the Customer are contingent upon strikes, accidents, or delays beyond the control of ACADIA and ACADIA shall not be responsible for delays resulting from the same.

(3) If the Proposal described herein is not accepted within 30 (thirty) days of the date of this Proposal, ACADIA may, in its sole and absolute discretion, withdraw the Proposal without providing any further notice to the Customer.

(4) If the Customer accepts this proposal as provided below, this Proposal shall become a valid and binding contract between the parties, and the Customer, his heirs, personal representatives, successors, and assigns,shall be liable for the payments described herein. In addition,any and all contracts by and between the parties shall be governed by the laws of the State of Maine. Upon acceptance, this Proposal shall constitute the entire agreement between the parties, and said agreement may not be changed orally, but only by an agreement in writing signed by the parties hereto. In the event that any portion of the contract between ACADIA and the Customer is declared void or unenforceable by a court of competent jurisdiction, the remaining portion shall remain in full force and effect, unless otherwise agreed to by the parties.

(5) Customer agrees to pay all costs of collection and reasonable attorneys' fees paid or incurred by ACADIA in enforcing this contract. In the event of any conflict between the provisions of this Agreement and any other contract to be entered into between parties, the provisions of this Agreement shall govern.

(6) All labor and services provided pursuant to this Proposal shall be performed in compliance with OSHA Asbestos Regulations, 29 CFR 1910.1-001 and 29 CFR 1926.1L01, as amended, and in accordance with the Maine DEP Asbestos Regulations, Chapter 425. All waste shall be properly packaged, transported, and disposed of in an approved ME DEP Landfill. If the Proposal involves removal of biological contamination, the Customer acknowledges that blological contamination is influenced by many factors. ACADIA offers not warranty or guaranty that re-growth of biological contaminants will not occur due to the fact that ACADIA cannot control conditions of the building after completion of its work as described herein.

(7) All notices by one party to another hereunder shall be in writing. Payment notices may be made by mail or in person and, when mailed, the date of notice or the date of payment shall be the date of mailing. Notices may also be given by facsimile transmission.

(8) ACADIA shall be responsible only for acts and omissions of ACADIA's employees and sub contractors supplied by ACADIA.

(9) In the event that ACADIA fails to commence or move forward with ACADIA's work with all reasonable diligence, or fails to correct any defective work or persistently fails to provide materials and labor in accordance with the terms of this Proposal, or fails in the performance of any substantial agreement contained in this Proposal, then the Customer shall have the right to terminate this Proposal, provided that the Customer pays to ACADIA any and all amounts due for work rendered prior to termination.

Acadia Contractors, LLC
780 Auburn Road
Turner, Maine 04282
Tel: 207-225-5400
Fax: 207-225-5403
Website: www.acadiacontractors.com

Proposal #: 4769

Date: Jun 22, 2016

Debris Clean Up • #8 Boiler Area

CUSTOMER	CONTACT	JOB NAME / LOCATION
Lincoln Paper & Tissue	**Name:** Keith Van Scotter	**Debris Clean Up**
PO Box 490	**Tel:** 207-249-8190	#8 Boiler Area
Lincoln, Me 04457	**Cell:**	Katahdin Avenue
207-794-0691	**Email:** kvanscotter@lpt.com	Lincoln, Maine 04457
	CC:	

Acadia Contractors, LLC is pleased to submit this proposal to provide the labor, materials and equipment to perform these services at the above location.

WORK PERFORMED TO INCLUDE:

The clean up of fallen asbestos containing debris located outside of # 8 Boiler area. This quote does not include the clean up of any material located in concrete containment area behind #1 Recovery. Acadia will pick up fallen debris and Hepa vacuum affected horizontal surfaces up to 6'. Work will be conducted utilizing P.P.E. and regulated area with remote shower decon unit.
Acadia will provide temporary power and potable water for their usage.
Acadia to dispose of generated waste.

Cost for the above mentioned project: [redacted]

Add on cost to stabilize loose and hanging insulation in the pipe rack above affected area: [redacted]

Acadia to provide aerial lift for access to pipe rack area.
Included in the price is the cost to provide an Independent Hygienist to conduct final visual evaluation.

Cost for the above mentioned project: **See Above**

All work operations will be performed in compliance with OSHA Asbestos Regulations 29 CFR 1910.1001 and 29 CFR 1926.1101 as well as Maine DEP Asbestos Regulations, Chapter 425. Air sample results will be forwarded to you after project completion.

Additional Terms and Conditions are located on Page 2 of this proposal. All such additional Terms and Conditions shall be incorporated herein.

Please sign and return this proposal as authorized to proceed. Acadia Contractors, LLC appreciates the opportunity to assist you in this matter.

Sincerely,

Daniel Mercier

Dan Mercier

***Accepted by:** _____ **Date:** _____

***Proposal subject to revocation if not accepted within 30 days.**

(1) Any alteration or deviation from the specifications above involving extra costs will be executed only upon written orders, and will become an extra charge over and above the amounts specified in Paragraph 2.

(2) ACADIA is an independent contractor and not an employee of the Customer. All agreements by and between ACADIA and the Customer are contingent upon strikes, accidents, or delays beyond the control of ACADIA and ACADIA shall not be responsible for delays resulting from the same.

(3) If the Proposal described herein is not accepted within 30 (thirty) days of the date of this Proposal, ACADIA may, in its sole and absolute discretion, withdraw the Proposal without providing any further notice to the Customer.

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(5) Customer agrees to pay all costs of collection and reasonable attorneys' fees paid or incurred by ACADIA in enforcing this contract. In the event of any conflict between the provisions of this Agreement and any other contract to be entered into between parties, the provisions of this Agreement shall govern.

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(8) ACADIA shall be responsible only for acts and omissions of ACADIA's employees and sub contractors supplied by ACADIA.

(9) In the event that ACADIA fails to commence or move forward with ACADIA's work with all reasonable diligence, or fails to correct any defective work or persistently fails to provide materials and labor in accordance with the terms of this Proposal, or fails in the performance of any substantial agreement contained in this Proposal, then the Customer shall have the right to terminate this Proposal, provided that the Customer pays to ACADIA any and all amounts due for work rendered prior to termination.