
ACQUISITION AGREEMENT

KATAHDIN PAPER COMPANY LLC

and

STATE OF MAINE

acting by and through its

EXECUTIVE DEPARTMENT, STATE PLANNING OFFICE

This Acquisition Agreement is entered into this ____ day of August, 2011 by and between Katahdin Paper Company LLC ("KPC") a Delaware limited liability company with a place of business in Millinocket, Maine and the State of Maine, acting by and through its Executive Department, State Planning Office (the "State").

RECITALS

1. KPC owns and operates a solid waste disposal facility located in the Town of East Millinocket, Maine, known as the "Dolby Landfills".
2. The Maine State Legislature, pursuant to Resolve 2011, c. 90 authorized the Executive Department, State Planning Office, to acquire, own and cause to be operated the Dolby Landfills.
3. Pursuant to the Resolve, the acquisition of the Dolby Landfills by the State is conditioned upon the execution of an agreement by a buyer to purchase the pulp and paper mills owned by KPC and located in the Town of Millinocket and the Town of East Millinocket.
4. KPC has agreed has agreed to donate and convey to the State the Dolby Landfills on the terms and conditions set forth herein.
5. In consideration of the foregoing and the mutual promises set forth herein, the parties agree as follows:

Article 1 Definitions

1.1 **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth opposite those terms below:

"Affiliates" means any corporation or other business entity controlling, controlled by, or under common control with the subject corporation, business enterprise or person.

"Assets" means the Premises and all rights and interests appurtenant thereto, the Facility, the Personal Property and the Permits.

"Assignment and Assumption Agreement" means an agreement substantially in the form attached as Exhibit C assuming all Permits and contracts and containing the assumption of KPC's obligations thereunder.

"Bill of Sale" means a bill of sale to the Personal Property substantially in the form attached as Exhibit B.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

“Closing” is defined in Section 2.2.

“Closing Conditions” means the conditions to the party’s obligation to close the transaction contemplated hereby as set forth in Section 2.4.

“Deed” means a Quit Claim Deed with Covenant conveying the Premises and the Facility substantially in the form attached as Exhibit A.

“DEP” means the State of Maine Department of Environmental Protection or its successor agency or department.

“East Millinocket Mill” means the pulp and paper mill owned and operated by KPC located in East Millinocket, Maine, and all related facilities and improvements.

“Environmental Law” means any federal, state or local law, statute, rule, order, directive, judgment, Governmental Approval or regulation or the common law relating to the environment (including the ambient air, surface water, groundwater, land surface or subsurface strata), or exposure of persons or property to Materials of Environmental Concern, including any statute, regulation, administrative decision or order pertaining to: (i) the presence of or the treatment, storage, disposal, generation, transportation, handling, distribution, manufacture, processing, use, or recycling, of Materials of Environmental Concern or documentation related to the foregoing; (ii) air, water and noise pollution; (iii) groundwater and soil contamination; (iv) the release, threatened release, or accidental release into the environment, or other areas of Materials of Environmental Concern, including emissions, discharges, injections, spills, escapes or dumping of Materials of Environmental Concern; (v) transfer of interests in or control of real property; (vi) land use, subdivision and zoning; (vii) community or worker right-to-know disclosures with respect to Materials of Environmental Concern; (viii) the protection of wild life, aquatic and marine life and wetlands, and endangered and threatened species; and (ix) storage tanks, vessels, containers, abandoned or discarded barrels and other open or closed receptacles. As used above, the term “release” shall have the meaning set forth in CERCLA, and to the extent it is more extensive or comprehensive, as defined in Maine Environmental Law. Without limiting the foregoing, the term “Environmental Law” shall include the Maine Forest Practices Act, 12 M.R.S.A. §§ 8867-A et seq.

“Environmental Matters” means any liability or obligation arising under Environmental Law, whether arising under theories of contract, tort, negligence, successor or enterprise liability, strict liability or other legal or equitable theory, including (i) any failure to comply with an applicable Environmental Law and (ii) any liability or obligation arising from the presence of, release or threatened release of, or exposure of persons or property to, Materials of Environmental Concern at the Premises or associated with the Premises. As used above, the term “release” shall have the meaning set forth in CERCLA, and to the extent it is more extensive or comprehensive, as defined in Maine Environmental Law.

“Existing Permit” means Maine Department of Environmental Protection Permit #L-000796-07-A-N. issued June 13, 1984, as amended or revised.

“Facility” means all solid waste landfills and related property owned and operated by KPC located at the Premises and KPC’s right, title and interest in the Leachate Pipeline specified in the Deed.

“Governmental Approval” means any and all approvals, licenses, permits, authorizations (or the transfer thereof) required by any Governmental Authority for the design, construction, improvement, alteration, ownership or operation of the subject facility, project, improvement or land use or the transfer thereof.

“Governmental Authority” means any federal, state or local governmental subdivision, board, body or regulatory authority.

“KPC” means Katahdin Paper Company LLC.

“Leachate Pipeline” means the pipeline now used to carry leachate from the Facility to the interceptor sewer that leads to the East Millinocket Mill’s Wastewater Treatment Plant.

“Legislative Resolve” means Resolve 2011, c.90, as adopted by the 125th Maine Legislature.

“Materials of Environmental Concern” means any: pollutants, contaminants or hazardous substances (as such terms are defined under CERCLA, the Maine Protection and Improvement of Waters Act, 38 M.R.S.A. § 361-A, or the Maine Uncontrolled Hazardous Substances Sites Law, 38 M.R.S.A. § 1362.1), pesticides (as such term is defined under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.), solid wastes and hazardous wastes (as such terms are defined under the Resources Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and Maine’s Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. §§ 1301 et seq.), chemicals, other hazardous, radioactive or toxic materials, oil, petroleum and petroleum products (and fractions thereof), asbestos and asbestos-containing materials, polychlorinated biphenyls (“PCBs”) or PCB-containing materials, or any other material (or article containing such material) listed or subject to regulation under any law, statute, rule, regulation, order, Governmental Approval, or directive due to its potential, directly or indirectly, to harm the environment or the health of humans or other living beings.

“Mill” means either of the East Millinocket Mill or the Millinocket Mill and “Mills” means both of them.

“Millinocket Mill” means the pulp and paper mill owned and operated by KPC located in Millinocket, Maine, and related facilities and improvements.

“Permits” means the Existing Permit and all other licenses, orders, permits and approvals issued by Governmental Authorities held by KPC in connection with the ownership or operation of the Facility.

“Permitted Waste” means waste from either of the Mills consistent with the waste that the owner of the Facility is permitted to receive at the Facility under the Existing Permit or any amendment thereof.

“Personal Property” means the tangible and intangible personal property listed or described on Exhibit B hereto.

“Premises” means the real estate, together with all buildings and improvements thereon, situated in East Millinocket, Maine more particularly described in Exhibit A attached hereto and incorporated herein by reference, and encompassing approximately three thousand (3,000) acres. The Premises also includes either the fee interest in, or an easement to KPC’s interest in the Leachate Pipeline and any related right-of way or easement for the Leachate Pipeline.

“State” means the State of Maine acting by and through its Executive Department, State Planning Office.

“Title Company” means the title insurer selected by the State to issue the State’s title policy, if any, for the Premises.

“Wastewater Treatment Plant” means the State and federally-licensed wastewater treatment facility currently owned and operated by KPC at the East Millinocket Mill.

Article 2 Acquisition

2.1 **Acquisition.** KPC hereby agrees to donate and convey to the State in its present condition, and the State agrees to accept from KPC, the Assets upon the terms and conditions hereinafter set forth. KPC and the State acknowledge and agree that this Acquisition Agreement is solely for the purpose of conveying title to the Premises from KPC to the State and that it is not intended, nor to be construed, as an acceptance or admission of liability or responsibility by either party for Environmental Matters, for Materials of Environmental Concern, for any violation of any Environmental Law or any other matter related to the ownership or operation of the landfill.

Notwithstanding the forgoing, the State and KPC acknowledge and agree that (i) the State, as holder of the Permits, will fulfill its responsibilities for closure and post closure monitoring and maintenance activities and costs, (ii) KPC shall not be responsible for closure and post closure monitoring and maintenance activities and costs, and (iii) the State shall not seek from KPC or its affiliates, directly or indirectly, recovery of or contribution for closure and post closure monitoring and maintenance activities and costs under any Environmental Law.

2.2 **Closing.** Subject to the execution of a purchase and sale agreement for the purchase of the Mills by a buyer from KPC, and satisfaction of the Closing Conditions, closing on the sale of the Premises shall take place on September __, 2011, at the offices

of Preti, Flaherty, Beliveau & Pachios, LLC, One City Center, Portland, Maine or on such other date, time and place as is mutually agreed upon by the parties (the "Closing").

2.3 **Actions at Closing.** At Closing the parties shall take the following actions:

(a) KPC shall execute and deliver to the State (i) the Deed for the Premises and the Facility, (ii) the Bill of Sale conveying all other Assets to the State, and (iii) assignment to the State of any right-of-way associated with the Leachate Pipeline. The Premises shall be conveyed subject to all encumbrances and restrictions of record and applicable land use and building laws and regulations, including, without limiting the generality of the foregoing, all Permits.

(b) KPC shall execute and deliver such title insurance affidavits as the State or title insurer may require in connection with the deletion of standard exceptions for parties in possession and mechanic's liens from the State's title insurance commitment.

(c) KPC shall provide evidence to the State at Closing that all real and personal property tax bills have been paid through the date of Closing.

(d) Real and personal property taxes for the 2011-2012 municipal tax years shall be prorated so that KPC shall be responsible for all such taxes allocable to the portion of such year prior to the Closing Date and the State shall be responsible for all such taxes allocable to the portion of such year beginning on the Closing Date (with KPC being entitled to its ratable share of any present or subsequent abatement, reimbursement or other relief or reduction of any such taxes).

(e) All expenses and income attributable to the Assets shall be prorated as of the Closing, including without limiting the generality of the foregoing, metered utilities such as water, sewer, natural gas and electricity.

(f) KPC shall deliver an affidavit, duly executed and acknowledged by Seller, stating that Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code.

(g) KPC shall deliver an REW-3 Notice of Residence pursuant to 36 M.R.S.A. § 5250-A, duly executed by Seller, certifying that Seller qualifies as a Maine resident and is not subject to income tax withholding hereunder in connection with the Closing.

(h) KPC shall deliver a Secretary's Certificate evidencing KPC's authority to execute and deliver this Agreement and consummate the transaction contemplated hereby and the authority of the named individual signing such documents on behalf of KPC.

(i) KPC shall deliver a certificate of legal existence and good standing issued by the Secretary of State of the State of Delaware, a certificate of foreign qualification or registration to do business issued by the Secretary of the State of Maine, and any other organizational or authority documents reasonably requested by the Title Company.

(j) Full possession and occupancy of Premises shall be given to the State at Closing, or at such other time as mutually agreed upon by the Parties.

(k) Each party acknowledges that the transfer of title to the Premises is exempt from real estate transfer taxes pursuant to 36 M.R.S.A. § 4641-C (1).

(l) Both parties shall execute and deliver the Assignment and Assumption Agreement.

2.4 **Conditions to Closing.**

(a) The obligations of KPC to close under this Acquisition Agreement are subject to the condition that the State executes the Assignment and Assumption Agreement at Closing.

(b) The obligations of the State to close under the Acquisition Agreement shall be subject to the following conditions precedent:

(i) KPC shall have executed and delivered the Deed, the Bill of Sale, and other documents that it is required to deliver pursuant to Section 2.3;

(ii) The State shall have received a Title Commitment or title report on the Premises in form and content satisfactory to the State; and

(iii) KPC shall have simultaneously closed upon the sale of the Mills.

(iv) The State shall have received an executed agreement between it and the buyer of the Mills that obligates the buyer or operator of the Wastewater Treatment Plant to accept and treat leachate from the Dolby Landfills at its Wastewater Treatment Plant.

2.5 **Title Matters.**

(a) The State shall be responsible for performing, or arranging for, its own title search and title insurance if it desires to secure the same. The State shall provide a copy of its owner's title commitment or title report, as the case may be, to KPC, together with notice of any defects in title to which the State objects, within ten (10) days following the date hereof, or at such other time as the parties may mutually agree. KPC shall deliver to the State any discharge or release of a mortgage or other lien or security interest at Closing. Within ten (10) days of

receipt of notice of any defects in title to which the State objects, KPC shall determine whether to cure such defects and shall notify the State of its intent with respect to same. KPC shall be entitled to a reasonable extension of the date for Closing not to exceed ninety (90) days, unless otherwise agreed to by the State, to the extent necessary to cure any defects in title.

(b) In the event that KPC elects not to cure defects as provided above, then the State may, at KPC's expense, take steps to cure the title defects itself, and in such case, the State shall be entitled to a reasonable extension of the date for Closing not to exceed ninety (90) days, unless otherwise agreed by KPC, to the extent necessary to cure any defects in title.

(c) In the event KPC fails to cure the title defects identified by the State, and the State, in its sole discretion, decides not to undertake to cure the defects, then the State, without further obligation to KPC, may terminate this Acquisition Agreement.

2.6 **Records.** The State shall have the right to review and copy, and shall have a permanent, irrevocable, exclusive license to make use of all technical information, data, studies, engineering, operational records and other materials and information of any nature related to the Assets in the possession of KPC, including any such materials as relates to the design, construction, licensing or operation of the Facility, testing results, design materials, engineering studies and other engineering work, all applications for Governmental Approvals related to the Assets and any and all such other data and materials as relate in any way to the Assets and/or the development of the Facility; *provided* that KPC shall retain originals of such information and data.

Article 3 Representations and Warranties

3.1 **KPC Representations and Warranties.** KPC represents and warrants to the State as follows:

(a) **Authority.** KPC has the right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized by all necessary action of KPC's members and managers. Upon the request of the State, KPC shall provide copies of such authorization.

(b) **Limited Representations.** Except as specifically set forth in this Article 3, KPC does not make any representations or warranties (express or implied) regarding (i) the Assets, (ii) the condition of the Facility or the Premises, or (iii) the suitability of the Facility and the Premises for any particular purpose or use.

3.2 **Representations and Warranties of the State.**

The State hereby makes, and covenants and agrees as a condition of Closing that it shall again make at Closing, the following representations and warranties:

- (a) The State affirms that it:
- (i) Has investigated and inspected the Assets and reviewed the environmental condition and physical condition thereof; and
 - (ii) Has made its own determination as to (A) the merchantability, quantity, quality, environmental condition and physical condition of the Assets, including the possible presence on, at, under or emanating from or migrating onto the Facility or the Premises of Materials of Environmental Concern, and the possible presence on or about the Facility or Premises of Materials of Environmental Concern; and (B) the Facility's or the Premises' suitability or fitness for any particular purpose or use; and
 - (iii) KPC shall not be under any obligation to undertake any improvement, repair, modification, alteration, operation, investigation or remediation with respect to the permitted Dolby Landfills.

Article 4
Mill Waste Agreement

Promptly after execution of this Agreement, subject in all instances to the terms and conditions hereof, the State will negotiate in good faith with the buyer of the Mills with respect to entry into an agreement pursuant to which the State will accept for disposal at the Facility all Permitted Waste generated from the East Millinocket Mill and/or the Millinocket Mill.

Article 5
Leachate Treatment

5.1 **Leachate Treatment.** During the Term under Section 5.1, the operator of the Wastewater Treatment Plant shall provide treatment for leachate produced at the Facility, whether delivered by the State via the Leachate Pipeline, if available, or by truck, through processing at its Wastewater Treatment Plant, subject to the following conditions:

- (a) Receipt by the operator of the Wastewater Treatment Plant of all necessary Governmental Approvals for the treatment of the Dolby Landfills' leachate, all cost of seeking and obtaining such approvals to be borne by the operator;
- (b) The availability of treatment capacity after satisfaction of all present and future wastewater treatment required for the operation of the Mills, including treatment of leachate from the Dolby Landfills, and to fulfill commitments to the Town of East Millinocket;

(c) Payment to the State or its operator of all transportation costs and a fee in the amount equal to the costs and expenses, of any nature, incurred in connection with the operator of the Wastewater Treatment Plant providing such treatment, as determined by the parties based upon the Dolby Landfills' flow, biochemical oxygen demand and total suspended solids; and including without limitation, appropriate allowances for depreciation, amortization and allocable overhead; and

(d) Satisfaction of such effluent quality standards and peak flow limitations for leachate as may be imposed by the operator of the Wastewater Treatment Plant from time to time on all users for the protection of its Wastewater Treatment Plant, and preservation of all Governmental Approvals necessary for its operation. The leachate produced at the Facility and/or transported by the Leachate Pipeline must be compatible with the Wastewater Treatment Plant and not cause "interference" as that term defined under 40 C.F.R. § 403.3 (i), notwithstanding that the Wastewater Treatment Plant is not a publically owned treatment works.

5.2 **Treatment of Leachate from the Dolby Landfills.** KPC shall include in any agreement for the purchase of the Mills, or agreement for the purchase of the assets of KPC related to the business conducted or formerly conducted at or in connection with the operation of the Mills, an agreement by the buyer of the Mills or assets, as the case may be, that the buyer or operator of the Wastewater Treatment Plant will accept and treat leachate from the Dolby Landfills.

Article 6 Special State-Related Provisions

6.1 **Appropriations.** The State's obligations and contingent liabilities under this Agreement are subject to available budgetary appropriations, may be subject to action by the Maine State Legislature and shall not create any obligation of payment, or otherwise, on behalf of the State's absence such action by the Maine State Legislature, and in excess of such appropriations and other funds and assets available to the State for the performance of its obligations.

6.2 **No Waiver of Sovereign Immunity.** The Legislative Resolve authorizing this Agreement specifically provides that nothing in this Agreement, or the execution and delivery of this Agreement, or the agreement by the State to perform its obligations hereunder constitutes or is intended to constitute abrogation of the sovereign immunity of the State with respect to each and every term of this Agreement.

Article 7
Miscellaneous

7.1 **Notices.** All notices required hereunder shall be given by registered or certified mail, return receipt requested, and postage prepaid, and shall be deemed given when deposited in the mail addressed as follows:

In the case of notice to the State:

Executive Department
State Planning Office
38 State House Station
Augusta, ME 04333-0038
Attention: Director

With a copy to:

William Laubenstein
Assistant Attorney General
State of Maine
Office of the Attorney General
6 State House Station
Augusta, ME 04333-0006

In the case of notice to KPC:

181 Bay Street
Brookfield Place, P.O. Box 762
Toronto, Ontario
M5J 2T3
CANADA
Attention: Peter Gordon

With a copy to:

Preti, Flaherty, Beliveau & Pachios LLP
One City Center
P.O. Box 9546
Portland, ME 04112-9546
Attention: Harold C. Pachios, Esq.

Either party may change the person or address to which notices are to be sent by notice in writing directed to the other party. Such written communications shall be by registered or certified U.S. mail, postage prepaid, return receipt requested, properly addressed as shown above.

7.2 **Time of Essence.** Time is of the essence of this Agreement. Any dates or deadlines contained in this Agreement may be extended by written agreement signed by both parties.

7.3 **Nature of Relationship.** The parties hereby agree that the relationship established hereunder is contractual in nature and the parties shall not be deemed or considered to have formed any joint venture, partnership or other joint or common enterprise with respect to the Premises or in connection with the development of the Facility.

7.4 **Remedies.** In the event either party shall fail or refuse to close in accordance with the provisions of this Agreement or otherwise default hereunder, the non-defaulting party shall have the option to (i) terminate this Agreement, or, subject to the terms and provisions hereof; and (ii) pursue any other remedies it may have at law or in equity, including without limitation, specific performance, reimbursement for all costs and expenses reasonably incurred in the enforcement of its rights hereunder, and damages arising from the breach, excluding exemplary, punitive and consequential damages.

7.5 **Miscellaneous.**

(a) This Agreement shall be binding upon, and shall run to the benefit of the parties, their successors and assigns. Notwithstanding anything to the contrary herein, the buyer's right to dispose of Mill Waste under this Agreement may be assigned, in whole or in part, to any future mill owner or mill owners; provided, however, the terms and conditions, including tipping fees, shall be subject to negotiation between the State and any assignee.

(b) This Agreement, together with all documents, exhibits and agreements incorporated herein by reference, shall be construed, governed by and administered in accordance with the laws of the State of Maine.

(c) This Agreement, together with all documents, exhibits and agreements referred to herein or contemplated hereby, represents the entire understanding of the parties as regards the subject matter hereof and there are no other terms, conditions, representations or warranties, express or implied, written or oral, except for those set forth herein. This Agreement cancels and supersedes any prior contract between the parties hereto governing the subject matter hereof, including without limitation the term sheet executed between the parties with respect to the transaction described herein. No amendments, modifications or additions hereto will be binding unless executed in writing by both of the parties hereto.

(d) If either party shall on one or more occasions waive any power, right or remedy arising hereunder or under any applicable law, such waiver shall not be deemed to be a waiver upon a later occurrence or recurrence of any set of events. No reasonable delay by either party in the exercise of any power, right or remedy shall constitute, under any circumstances, a waiver of that party's power,

rights or remedies. The forgiveness of performance of any obligation hereunder in any one instance or in numerous instances shall not be deemed to be a waiver of such obligation or performance in any subsequent instance.

(e) Notwithstanding anything else to the contrary herein contained, all obligations of a defaulting party that remain executory after termination of this Agreement or of either party that remain existing after the expiration of this Agreement shall, to the extent permitted by applicable law, remain in full force and effect until discharged by performance thereof.

(f) The captions used in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

(g) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

(h) Each party has cooperated in the drafting and preparation of this Agreement and therefore, in any construction hereof, this Agreement shall not be construed against any party as the draftsman thereof.

(i) The provisions of this Agreement are intended to continue after the Closing for the benefit of each party and such provisions shall survive the Closing and delivery of the quitclaim deed and each and every other Closing document and shall not merge with the quitclaim deed or any other Closing document.

[SIGNATURE PAGE FOLLOWS]

The parties have executed and delivered this Agreement as of the date set forth above:

WITNESS:

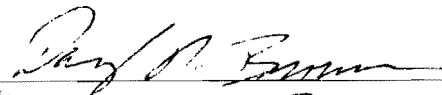
KATAHDIN PAPER COMPANY LLC

By _____
Its

STATE OF MAINE, acting by and through
its Executive Department, State Planning
Office



GEORGE GEKVALS
COMMISSIONER,
MAINE DEPT OF ECONOMIC &
COMMUNITY DEVELOPMENT

By 
Its Darryl N Brown
Director, State Planning Office

(Signature page of Acquisition Agreement)

EXHIBIT B
to
Agreement Regarding Solid Waste
Disposal Facility Acquisition and Operation

Furniture, Fixtures and Equipment List

1. Various office furnishings in the operations building
2. Personal computer and printer
3. Laboratory drying oven
4. Laboratory scales
5. Mini refrigerator
6. Microwave
7. Extrusion welder
8. Portable generator to operate the pump station
9. Spare electric pump
10. Miscellaneous hand tools
11. Portable gasoline powered diaphragm water pump
12. Set of Oxygen & Acetylene cutting torches
13. Electric Arc Welder

EXHIBIT A

QUITCLAIM DEED WITH COVENANT

KATAHDIN PAPER COMPANY, LLC, a Delaware limited liability company with a place of business in Millinocket, Maine (the "Grantor") for consideration paid, grants to the **STATE OF MAINE**, acting by and through its Executive Department, State Planning Office, with a mailing address c/o _____, AAG, State of Maine, Office of the Attorney General, 6 State House Station, Augusta, Maine 04333-0006 (the "Grantee"), with Quitclaim Covenant, a certain lot or parcel of real estate with the improvements located thereon, being the Dolby Landfill Sites, so-called, located in East Millinocket, Penobscot County, Maine more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Premises").

[Balance of page intentionally left blank. Signature Page to follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of the ____ day of _____ 2011.

WITNESS:

KATAHDIN PAPER COMPANY, LLC

By: _____

Name

Title
Duly authorized

STATE OF _____

_____ COUNTY _____ 2011

Personally appeared the above _____,
_____ of Katahdin Paper Company, LLC, a Delaware limited liability company, and acknowledged the above instrument to be his free act and deed, in his capacity, and the free act and deed of Katahdin Paper Company, LLC.

Before me,

Notary Public/Maine Attorney at Law

Print Name

My commission expires: _____

EXHIBIT A
To Quitclaim Deed with Covenant

Certain lots or parcels of land located in the Town of East Millinocket, Penobscot County, Maine identified as Parcels numbered 1 (colored green and including the Partridge Brook Flowage colored in light blue), 2 (colored pink), 4 and 5 (both colored orange) on the attached EXHIBIT B, but excluding parcels 3 and 6 [[an exact description of which is to be prepared for the conveyance]].

Including those easements and rights reserved by or granted to GNP in Blanket Cross-Easement Deed and Agreement between GNP and ONE, LLC dated as of January 31, 2002 and recorded in the Penobscot County Registry of Deeds in Book 8064, Page 241.

The Premises are conveyed TOGETHER WITH all right, title and interest of the Grantor in and to the following:

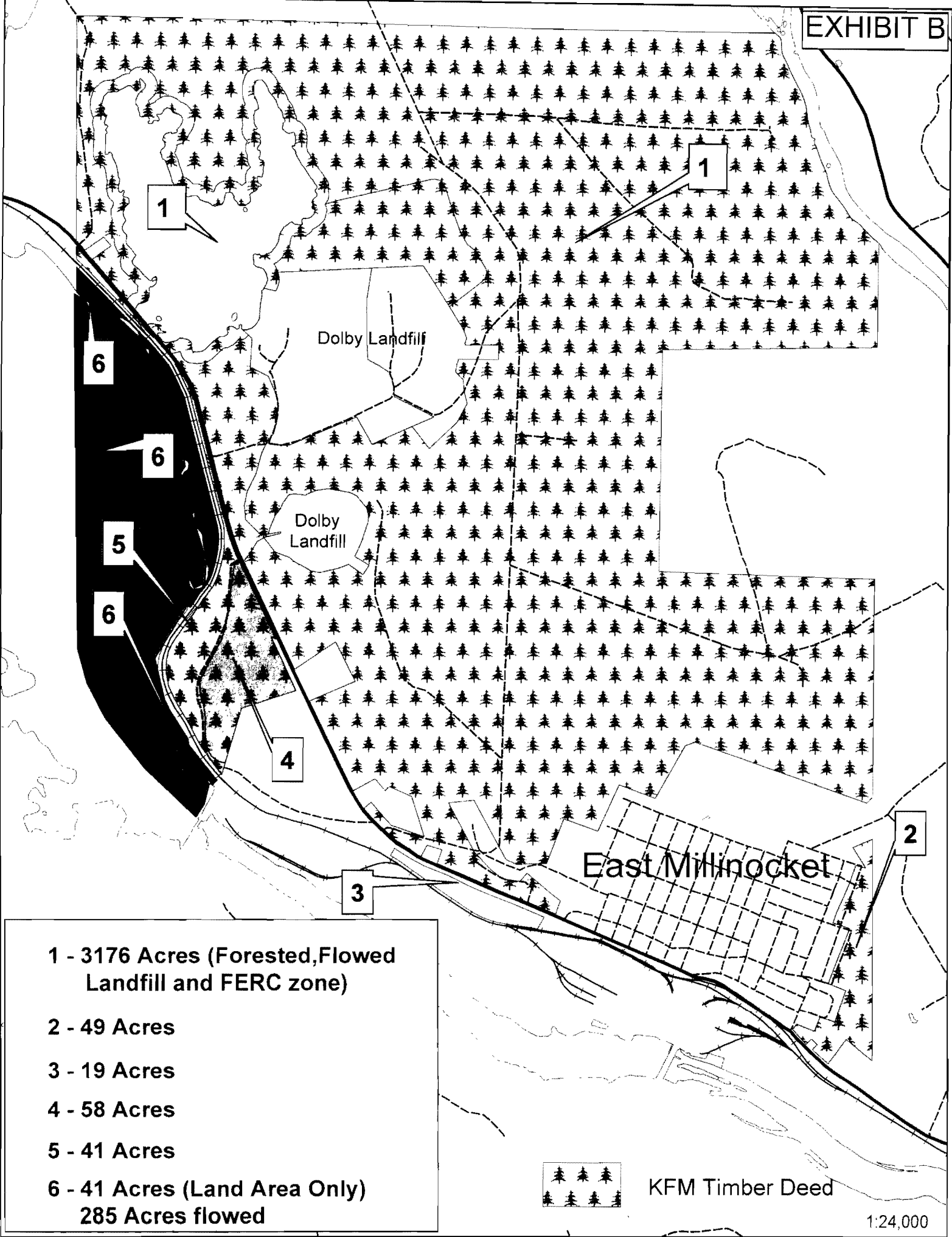
- A. The existing buried effluent pipeline which runs from the Dolby Landfill Sites, so-called, in a general southerly and southeasterly direction to the Waste Water Treatment System at the present location thereof (the "Leachate Pipeline");
- B. The right to maintain, repair and replace the Leachate Pipeline and the right to flow effluent generated at the Dolby Landfill Sites, so-called, through the Leachate Pipeline pursuant to a leachate pipeline treatment between Great Northern Paper Company, LLC and the Grantee [[to be prepared prior to closing]], over the land area delineated on the survey plan [[to be prepared prior to closing showing the right of way boundaries of the Leachate Pipeline]] (the "Easement Area");
- C. The right to enter onto the Easement Area with men, machinery and equipment within the narrowest practical confines at any time and from time to time upon reasonable advance written notice to Grantor (except in cases of emergency for which no notice is required) for the purposes of maintaining, repairing and/or replacing said Leachate Pipeline, provided that, if Grantor's land is disturbed during the exercise of these easement rights, Grantee shall, as promptly as possible, return the disturbed property to its original condition as is practical; and
- D. The right to enter the Easement Area at any time and from time to time, upon reasonable advance written notice to Grantor, with men, machinery and equipment, within the narrowest practical confines for the purpose of inspecting and testing the buried pipeline including the right to traverse the pipe within the Easement Area with probes, cameras, sensors, robotic devices and other types of sensing equipment for the purpose of inspecting, maintaining and repairing the Leachate Pipeline, provided that, if Grantor's land is disturbed during the exercise of these easement rights, Grantee shall as promptly as possible, return the disturbed property to as near to its original condition as is practical.

Being a portion of the premises conveyed to Katahdin Paper Company, LLC by deed of Great Northern Paper Company dated April 29, 2003 and recorded in the Penobscot County Registry of Deeds in Book 8702, Page 146.

SUBJECT TO all encumbrances of record affecting the foregoing premises, including but not limited to the following:

1. Rights of Katahdin Forest Management LLC under a Quitclaim Deed with Covenant and Timber Deed from Katahdin Paper Company LLC dated December 29, 2005 and recorded in the Penobscot County Registry of Deeds Book 10258, Page 225 (the "Timber Deed").
2. Rights and easements over the East Millinocket Road, so-called, conveyed to Great Northern Paper Company, LLC by deed of near or even date to be recorded prior hereto.
3. Option granted to Great Northern Paper Company, LLC to both (i) acquire, for no additional consideration, a parcel or parcels of land designated by, and satisfactory to, Great Northern Paper Company, LLC or its successors and assigns, of up to one hundred and fifty (150) acres located at such portion or portions of the land described herein by Great Northern Paper Company, LLC or its successors and assigns may from time to time designate in writing to Grantee, its successors and assigns, and (ii) withdraw such parcel or parcels from the restrictions of the Timber Deed in accordance with the provisions of the Timber Deed.
4. Rights of Great Lakes Hydro America, LLC set forth in Quitclaim Deed with Covenant from Great Northern Paper, Inc. and Maine Timberlands Company to GNE, LLC dated January 31, 2022 and recorded in the Penobscot County Registry of Deeds in Book 8063, Page 98, as revised by Corrective and Confirmatory Deed from Katahdin Paper Company LLC, Katahdin Timberlands LLC and Katahdin Forest Management LLC to Great Lakes Hydro America, LLC formerly known as GNE, LLC dated May 24, 2004 and recorded in said Registry of Deeds in Book 9349, Page 1.
5. Notice of Location of Asbestos Waste Disposal Area on Land of Great Northern Paper, Inc. dated February 5, 1999 and recorded in the Penobscot County Registry of Deeds in Book 6981, Page 110;
6. Notice of Location of Asbestos Waste Disposal Area on Land of Great Northern Paper, Inc. dated July 21, 1999 and recorded in the Penobscot County Registry of Deeds in Book 7122, Page 73;
7. Notice of Location of Asbestos Waste Disposal Area on land of Katahdin Paper Company LLC – Declaration of Restrictions, dated November 26, 2003 and recorded in the Penobscot County Registry of Deeds in Book 9179, Page 153;

8. Notice of Location of Asbestos Waste Disposal Area on Land of Katahdin Paper Company LLC – Declaration of Restrictions, dated February 6, 2004 and recorded in the Penobscot County Registry of Deeds in Book 9195, Page 266;
9. Notice of Location of Asbestos Waste Disposal Area on Land of Katahdin Paper Company LLC – Declaration of Restrictions, dated February 6, 2004 and recorded in the Penobscot County Registry of Deeds in Book 9195, Page 269.
10. Subject to that certain Agreement between Katahdin Paper Company LLC and Great Northern Paper, Inc. dated April 29, 2003, relating to timber harvesting, further assigned to Katahdin Federal Credit Union by Gary M. Growe, Chapter 7 trustee of Great Northern Paper, Inc. on April 19, 2005.



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Dolby Landfill

Dolby Landfill

East Millinocket



KFM Timber Deed

1 - 3176 Acres (Forested, Flowed Landfill and FERC zone)

2 - 49 Acres

3 - 19 Acres

4 - 58 Acres

5 - 41 Acres

6 - 41 Acres (Land Area Only)
285 Acres flowed