

SECTION 2 TITLE, RIGHT, OR INTEREST

The Applicant owns the former USAF Radar Station parcel, has a purchase and sale agreement with the Bingham Land Company for three parcels, an Easement Agreement with Weyerhaeuser Company (Weyerhaeuser), and an option agreement with CMP for Project lands in the Town. Figure 2-1 depicts all lands associated with the Project. Exhibit 2-1 (Title, Right, or Interest Supporting Documents and Agreements) includes all supporting Title, Right or Interest documents and referenced agreements.

The Applicant also has easements agreements with Weyerhaeuser and CMP to satisfy the safety setback requirements for several turbines as further described in Section 27 (Public Safety).

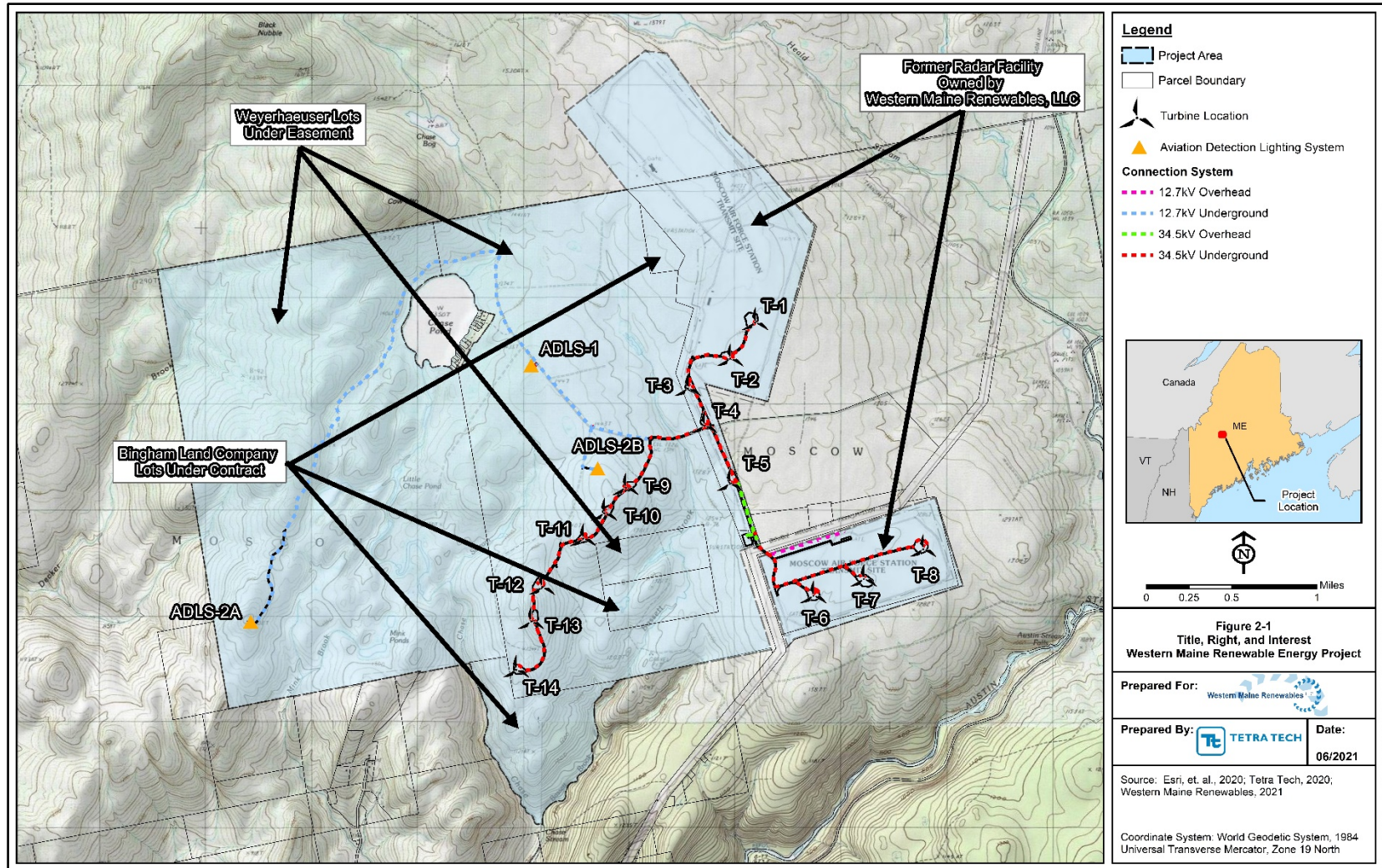
Figures

- Figure 2-1 Title, Right, or Interest

Exhibits

- Exhibit 2-1 Title, Right, or Interest Supporting Documents and Agreements

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Not for Construction

Figure 2-1 Title Right or Interest.

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**EXHIBIT 2-1 TITLE, RIGHT, OR INTEREST SUPPORTING DOCUMENTS AND
AGREEMENTS**

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

NO TRANSFER TAX

KNOW ALL BY THESE PRESENTS, that **Western Maine Realty, LLC**, a limited liability company organized and existing under the laws of the State of Maine and having a mailing address of 549 South Street, Quincy, Massachusetts 02169, for consideration paid, GRANTS to **Western Maine Renewables, LLC**, a Maine limited liability company with a mailing address of 549 South Street, Quincy, Massachusetts 02169, with QUITCLAIM COVENANT, certain real estate located in Moscow, Somerset County, Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof.

Meaning and intending to convey, and hereby conveying, all that certain real estate conveyed to Western Maine Realty, LLC by deed of the United States of America, acting by and through the Administrator of the General Services Administration, recorded in the Somerset County Registry of Deeds in Book 04507, Page 184.

SUBJECT TO real estate taxes which are not yet due and payable, which, by acceptance hereof, Grantee assumes and agrees to pay.

IN WITNESS WHEREOF, Western Maine Realty, LLC has caused this instrument to be executed on its behalf by its duly authorized undersigned representative, this 14 day of August 2012.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

WESTERN MAINE REALTY, LLC

R. Andres Novey
Witness

By: [Signature]
Name: Jay Cashman
Its: Manager

STATE OF Massachusetts
County of Norfolk SS.

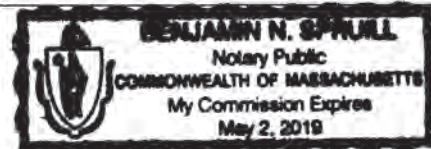
August 14, 2012

Then personally appeared the above-named Jay Cashman in his/her stated capacity for Western Maine Realty, LLC and acknowledged the foregoing instrument to be his/her free act and deed in such capacity, and the free act and deed of said Western Maine Realty, LLC.

Before me,

[Signature]
Notary Public
Printed Name:

SEAL



RETURN TO:
DAVIS, MALM & D'AGOSTINE, P.C.
ONE BOSTON PLACE, SUITE 3700
BOSTON, MA 02108

LOCUS: Stream Road Extension, Moscow, ME

EXHIBIT A

LEGAL DESCRIPTION

All those certain lots, tracts or parcels of land situated in the Town of Moscow, Somerset County, Maine known as the Moscow Radar Site, and formerly known as the OTH-B Radar System Antenna, consisting of Tract 100-110:

Tract 100

A Complaint of Taking and Motion for Delivery of Possession from Kennebec Development Corporation and Kennebec River and Pulp Company, Inc., recorded at Book 853, page 908 on July 19, 1975.

Total Acres: 257 Acres

Tract 101

Warranty Deed from Scott Paper Company, recorded at Book 861, page 483 on March 5, 1976. Together with all interest in banks, waters, of streams and in any streets, ways, or railroad rights of way and in any ingress and egress. Tract 101 is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Total Acres: 3.28 acres

Tract 102

Warranty Deed from Bingham Land Company, recorded at Book 861, page 454 on March 5, 1976. Together with all interest in banks, waters, of streams and in any streets, ways, or railroad rights of way and in any ingress and egress. Tract 102 is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Total Acres: 77.51 acres

Tract 102E

Perpetual, non exclusive, and Assignable Easement and right of way from Bingham Land Company, recorded at Book 861, page 457 on March 5, 1976. Easement Tract 102E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Total Acreage: 0.74 acres

Tract 103E-1

Perpetual, non exclusive, and Assignable Easement and right of way from Scott Paper Company, recorded at Book 861, page 487 on March 5, 1976. Easement Tract 103E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Total Acreage: 5.04 acres

Tract 103E-2

Perpetual, non exclusive, and Assignable Easement and right of way from Scott Paper Company, recorded at Book 861, page 490 on March 5, 1976. Easement Tract 103E-2 is subject t to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Total Acreage: 26.6 acres

Tract 104

Warranty Deed from Scott Paper Company, recorded at Book 1152, page 60 on August 23, 1984. Together with all interest in banks, waters, of streams and in any streets, ways, or railroad rights of way and in any ingress and egress. Tract 104 is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Total Acreage: 63.25 acres

Tract 105

Warranty Deed from Scott Paper Company, recorded at Book 1152, page 66 on August 23, 1984. Together with all interest in banks, waters, of streams and in any streets, ways, or railroad rights of way and in any ingress and egress. Tract 105 is to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Total Acreage: 9.27 acres

Tract 106

Warranty Deed from Bingham Land Company, recorded at Book 1152, page 76 on August 23, 1984. Together with all interest in banks, waters, of streams and in any streets, ways, or railroad rights of way and in any ingress and egress. Tract 106 is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Total Acreage: 56.84 acres

Tract 107

Quitclaim Deed from S. D. Warren Company recorded at Book 1351, page 84 on June 16, 1987.

Tract 107: 314.42 acres
 Tract 107-1: 59.479 acres
 Tract 107-2: 108.04 acres
 Tract 107-3: 2.73 acres
 Tract 107-4: 77.59 acres

Together with all interest in banks, waters, of streams and in any streets, ways, or railroad rights of way and in any ingress and egress. Tract 107 is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Reserving for the S.D. Warren Company, the following non-exclusive easements:

- | | |
|--|------------------------------------|
| 1. Main Access Road Easement Tract 107 | <i>Total Acreage: 19.56 acres</i> |
| 2. Secondary Access Road Easement Tract | <i>Total Acreage: 107.68 acres</i> |
| 3. Crossing Easement Tract 107 | <i>Total Acreage: 1.03 acres</i> |
| 4. Main Access Road Easement Tract 107-4 | <i>Total Acreage: 5.80 acres</i> |

Tract 107E

Perpetual, non exclusive, and Assignable Easement and right of way from S. D. Warren Company, recorded at Book 1351, page 81 on June 16, 1987. Easement Tract 107E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines, excepting the rights of the public to use Champlain Hill Road and the rights of NET&T for a communications easement along Champlain Hill Road.

Total Acreage: 11.287 acres

Tract 108

Quitclaim Deed from Bingham Land Company, recorded at Book 1351, page 95 on June 16, 1987.

Tract 108	59.82 acres
Tract 108-1	110.05 acres
Tract 108-2	36.15 acres
Tract 108-3	8.52 acres

Together with all interest in banks, waters, of streams and in any streets, ways, or railroad rights of way and in any ingress and egress. Tract 108 is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Tract 109

Quitclaim Deed from Somerset County, recorded at Book 1263, page 309 on June 10, 1986. Part of Sector 2 as shown on a Survey recorded at Plan Book 1986 page 50. Tract 109 is subject existing easements for public roads, and highways, public utilities, railroads and pipelines.

Total Acreage: 52.569 acres

Tract 110

Warranty Deed from Central Maine Power Company, recorded at Book 1375, page 308 on September 17, 1987. Part of Sector 3 as shown on a Survey recorded at Plan Book 1986 page 50. Tract 110 is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Total Acreage: 34.16 acres

Tract 110-E

Perpetual, non exclusive and Assignable Easement and right of way with warranty covenants from Central Maine Power Company recorded at Book 1375, page 306 on September 17, 1987.

See Survey recorded at Plan Book 1986 page 57 showing Champlain Hill Road. Easement Tract 110E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines, excepting the rights of the public to use Champlain Hill Road and the rights of NET&T for a communications easement along Champlain Hill Road.

Total Acreage: 1.458 acres

Tract 110-1E

Perpetual, non exclusive, and Assignable Easement and right of way with warranty covenants from Central Maine Power Company, recorded at Book 1375, page 306 on September 17, 1987.

See Survey recorded at Plan Book 1986 page 57 showing Champlain Hill Road. Easement Tract 110-1E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines, excepting the rights of the public to use Champlain Hill Road and the rights of NET&T for a communications easement along Champlain Hill Road.

Total Acreage: 0.216 acres

Tract 110-5E

Perpetual, non exclusive, and Assignable Easement and right of way with warranty covenants from Central Maine Power Company recorded at Book 1375, page 308 on September 17, 1987.

See Tract 110. Easement Tract 110-5E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Total Acreage: 1.53 acres

Tract 110-6E

Perpetual, non exclusive, and Assignable Easement and right of way with warranty covenants from Central Maine Power Company, recorded at Book 1375, page 308 on September 17, 1987. See Tract 110. Easement Tract 110-6E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Total Acreage: 2.05 acres

Tract 110-8E

Perpetual, non exclusive, and Assignable Easement and right of way with warranty covenants from Central Maine Power Company, recorded at Book 1375, page 308 on September 17, 1987. See Tract 110. Easement Tract 110-8E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Total Acreage: 1.37 acres

Tract 111E

Perpetual, non exclusive, and Assignable Easement and right of way from Matthew J. Owens, Jr., recorded at Book 1375, page 163 on June 23, 1987. Tract 111E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines, excepting the rights of the public to use Champlain Hill Road and the rights of NET&T for a communications easement along Champlain Hill Road.

Total Acreage: 0.661 acres

Tract 112E

Perpetual, non exclusive, and Assignable Easement and right of way from Carl Hensley, recorded at Book 1325, page 225 on February 27, 1987. Easement Tract 112E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines, excepting the rights of the public to use Champlain Hill Road and the rights of NET&T for a communications easement along Champlain Hill Road. Also excepting a right of way over an existing road in the central part leading from Chamberlain Hill road easterly to land now or formerly of Emily Beaudoin.

Total Acreage: 2.667 acres

Tract 113E

Perpetual, non exclusive, and Assignable Easement and right of way by Taking and Complaint in Condemnation recorded at Book 1375, page 163 on October 16, 1987. Easement Tract 113E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines, excepting the rights of the owners and their heirs to cross Champlain Hill Road to reach their lands.

Total Acreage: 2.262 acres

Tract 114E

Perpetual, non exclusive, and Assignable Easement and right of way by Taking and Complaint in Condemnation recorded at Book 1383, page 280 on October 16, 1987. Easement Tract 114E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines, excepting the rights of the public to use Champlain Hill Road and the rights of NET&T for a communications easement along Champlain Hill Road

Total Acreage: 2.498 acres

Tract 115E

Perpetual, non exclusive, and Assignable Easement and right of way from Arthur and Marjorie Stetson recorded at Book 1270, page 60 on June 30, 1986. Easement Tract 115E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Total Acreage: 1.1 acres

Tract 116E

Perpetual, non exclusive, and Assignable Easement and right of way from North Anson Reel Company recorded at Book 1276, page 3175 on July 22, 1986. Easement Tract 116E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines.

Total Acreage: 1.185 acres

Tract 117E

Perpetual, non exclusive, and Assignable Easement and right of way from Stanley B. Hill recorded at Book 1294, page 41 on October 1, 1986. Easement Tract 117E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines, excepting the rights of the public to use Champlain Hill Road and the rights of NET&T for a communications easement along Champlain Hill Road.

Total Acreage: 1.647 acres

Tract 118E

Perpetual, non exclusive, and Assignable Easement and right of way by Taking and Complaint in Condemnation recorded at Book1383, page 288 on October 16, 1987. Easement Tract 118E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines, excepting the rights of the public to use Champlain Hill Road and the rights of NET&T for a communications easement along Champlain Hill Road.

Total Acreage: 2.555 acres

Tract 119E

Perpetual, non exclusive, and Assignable Easement and right of way by Taking and Complaint in Condemnation recorded at Book 1383, page 288 on October 16, 1987. Easement Tract 119E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines, excepting the rights of the public to use Champlain Hill Road and the rights of NET&T for a communications easement along Champlain Hill Road.

Tract 119E-1

Perpetual, non exclusive, and Assignable Easement and right of way by Taking and Complaint in Condemnation recorded at Book 1383, page 288 on October 16, 1987. Easement Tract 119E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines, excepting the rights of the public to use Champlain Hill Road and the rights of NET&T for a communications easement along Champlain Hill Road.

Total Acreage: 0.617 acres

Tract 120E

Perpetual, non exclusive, and Assignable Easement and right of way by Taking and Complaint in Condemnation recorded at Book1383, page 305 on October 16, 1987. Easement Tract 120E is subject to existing easements for public roads, and highways, public utilities, railroads and pipelines. excepting the rights of the public to use Champlain Hill Road and the rights of NET&T for a communications easement along Champlain Hill Road.

Total Acreage: 0.250 acres

Received
Recorded Register of Deeds
Sep 26, 2012 09:53A
Somerset County
Diane M Godin

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

Agreement of Purchase and Sale made as of this 17th day of April, 2021 (the "Effective Date") by and between **BINGHAM LAND COMPANY**, a Maine corporation with an address of [REDACTED], ("Seller") and **WESTERN MAINE RENEWABLES, LLC**, Maine limited liability company, or its assigns, with an address of 101 Cianbro Square, Pittsfield ME 04967 ("Buyer").

WITNESSETH AS FOLLOWS:

1. PURCHASE AND SALE. Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth, the following certain three lots or parcels of land, together with all appurtenant rights, situated in the Town of Moscow, County of Somerset, Maine:

a) the first lot or parcel of land being approximately thirty-five (35) acres as shown on the Moscow Tax Map R4 #7 and described in a Quitclaim Deed to Seller dated December 31, 1890 and recorded in the Somerset County Registry of Deeds (the "**Registry**") in Book 260, Page 382 (**EXHIBIT A**), excepting that portion of the land conveyed to the United States of America by virtue of the deeds identified on **EXHIBIT B**, (hereinafter "Parcel 1");

b) the second lot or parcel of land being approximately one hundred nineteen (119) acres located in the southern half of Range Lot L9 R5 as shown on the Moscow Tax Map R4 #2, and described in a Quitclaim Deed to Seller dated July 12, 1904 and recorded in the Registry in Book 260, Page 511 (**EXHIBIT C**), a more detailed description of which parcel can be found in the Registry in Book 246, Page 423, (hereinafter "Parcel 2");

c) the third lot or parcel of land being approximately two-hundred sixty-five (265) acres as shown on Moscow Tax Map R4 #1 and as described in two deeds to Seller recorded in the Registry in Book 340, Page 480 dated September 1, 1916 (**EXHIBIT D**) and in Book 288, Page 381 dated October 24, 1907 (**EXHIBIT E**), (hereinafter "Parcel 3," and together with Parcel 1 and Parcel 2, the "Premises").

The Parcels are depicted as the outlined shaded areas in an aerial image of a portion of the Town of Moscow attached hereto as **EXHIBIT F**.

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises as follows: (i) for Parcel 1, [REDACTED]; (ii) for Parcel 2, [REDACTED]; and (iii) for Parcel 3, [REDACTED]; the sum total amount being approximately [REDACTED] for 419 acres, or such other amount as may be calculated following Buyer's determination and Seller's acceptance of the actual

acreage of the Premises to be delivered at closing hereunder (the "Purchase Price"), payable as follows:

a) Deposit. The sum of [REDACTED] shall be paid by Buyer to Bernstein Shur (attorney for Buyer) to hold in escrow as an initial earnest money deposit (the "Deposit"), which Deposit shall be credited toward the Purchase Price at Closing, or refunded in the event that Buyer shall terminate this Agreement as a result of the adverse determination of any title or survey contingency on Buyer's obligation to close.

b) Balance. Subject to the contingencies, adjustments and prorations set forth below, the balance of the Purchase Price, shall be paid to Seller at the Closing by immediately available funds by wire or bank cashier's check at Seller's option, unless Buyer and Seller agree in writing on another method of payment. The balance of the Purchase Price shall be paid at the time of Seller's delivery of the Deed, as the same is hereinafter defined, conveying title in accordance with the terms hereof.

3. TITLE; NO FURTHER ENCUMBRANCES. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable and insurable title, free and clear of all liens and encumbrances except permitted exceptions ("Permitted Exceptions") which shall mean: (i) all easements, restrictions and covenants of record which do not in the reasonable opinion of Buyer adversely affect the Buyer's intended use and development of the Premises; (ii) the effect of existing land use, zoning or governmental subdivision regulations so long as the Premises are in material compliance therewith and they do not prevent Buyer's intended use; and (iii) any lien for taxes or assessments that are not yet due as of the date of the Closing or are due and payable, but not yet delinquent. The term "insurable title" as used herein shall mean title evidenced by a duly executed 2006 ALTA Commitment for an ALTA 2006 Owner's Policy and, if applicable, Lender's Policy from either Fidelity Title Insurance Company, Chicago Title Insurance Company or First American Title Insurance Company providing insurance coverage in an amount equal to the agreed upon price for the Premises with the premium at customary rates to be paid by Buyer, and otherwise disclosing and insuring title to the Premises subject only to Permitted Exceptions.

Buyer shall have 90 days from the Effective Date (the "Title Objection Period") to notify Seller of any defects in title that would make Seller unable to give title to the Premises as stipulated herein (referred to herein as a "Defect of Title"). In the event that Buyer timely notifies Seller of a Defect of Title, if Seller elects in its sole discretion to cure, Seller shall have a reasonable period of time, not to exceed sixty (60) days, in which to remedy such title defects. In the event that Seller elects to attempt to cure defect and said Defect of Title cannot be corrected or remedied within said time period, then at Buyer's option, this Agreement will terminate or Buyer may elect to close notwithstanding such defects and with no reduction in Purchase Price, in which event such Defect of Title shall be deemed a Permitted Exception. Seller agrees to use good faith reasonable commercial efforts to cure any title defects but with no contractual obligation to incur any expense to Seller, excepting however, any undischarged financial encumbrance(s) (such as liens or mortgages), provided that such encumbrances may be discharged at closing hereunder with direct payment of the applicable portion(s) of the purchase price. If Buyer does not give a written notice

of objection on or before the end of the Title Objection Period, then Buyer shall be deemed to have waived its right to object to the same. Seller agrees and shall ensure that title shall not be further encumbered or adversely affected during the time between the end of the Title Objection Period and the Closing Date (as defined in Section 4 herein).

Seller agrees that no further encumbrances, interests, leases, licenses, or rights in and to the Premises shall be conveyed to any third parties on or after the Effective Date hereof unless approved in writing by Buyer, which approval shall not be unreasonably withheld, conditioned or delayed, and that any existing mortgages or liens on the Premises as of the date hereof shall not be Permitted Exceptions and shall be discharged at or before Closing at Seller's expense (provided, however, that Seller may use closing proceeds to discharge any existing mortgages or liens). In the event that Seller suffers or allows any lien (including any unmatured tax lien) or judgment to attach to the property, Buyer may, at Buyer's election, pay to discharge or bond such lien or judgment to remove it from the Premises and deduct any amounts paid (including attorneys' fees incurred) from the Purchase Price.

4. CLOSING. The closing (the "Closing") shall take place at the offices of Bernstein Shur at 100 Middle Street, Portland, ME 04104, twenty-one (21) days after the completion of the Buyer's due diligence period (or the next business day). At the Closing, Seller shall execute and deliver to Buyer, against payment of the Purchase Price, a Quitclaim/Release Deed to the Premises, as provided in the Short Form Deeds Act, 33 M.R.S. § 761 et seq., (the "Deed") in a form satisfactory to Buyer.

Seller further agrees to execute and deliver to Buyer at the Closing such Affidavits and Certificates as are reasonably necessary and customary for transactions of this type for Buyer's acquisition of the Premises, including without limitation a Certificate of Non-Foreign Status (as required by Internal Revenue Service regulations), an affidavit regarding underground storage tanks (as required by Maine Law) and a title insurance "Seller's Affidavit" disclosing no mechanics liens or persons in possession in customary form used by title companies and, if Seller is a trust, corporation, limited liability company, partnership or other legal entity, satisfactory evidence of authority and good standing.

5. DUE DILIGENCE; ACCESS; INSPECTION.

a) Reports, etc., in Seller's Control. Seller shall within ten (10) business days of the Effective Date deliver to Buyer (either by "hard" copy or in electronic format) copies of any title information or plans, including copies of any title insurance policies, opinions, abstracts, plans, surveys, site plans, or maps within Seller's possession or control relating to the Premises after reasonable inquiry and efforts.

It is the parties' express understanding and agreement that all such materials are provided by Seller solely for Buyer's convenience in making its own examination and determination prior to the Approval Date (as hereinafter defined) as to whether it wishes to

purchase the Premises, and, in making such examination and determination, Buyer shall rely exclusively on its own independent investigations and evaluation of the Premises and not on any materials supplied by Seller. Seller makes no representations or warranties whatsoever as to the accuracy of any such materials.

b) Due Diligence, Inspection. Seller agrees to allow Buyer or Buyer's agents or representatives reasonable access to the Premises (during business hours) for purposes of any non-intrusive physical or environmental inspection (including but not limited to a Phase I ESA) of the Premises; provided, however, that Buyer shall (i) give Seller reasonable prior written notice of the time and place of such entry, in order to permit a representative of Seller to accompany Buyer; (ii) use good faith efforts not to unreasonably interfere with the operations of the Premises; (iii) not conduct any physically intrusive testing on the Premises without Seller's prior written consent, which consent may be granted or withheld in the sole discretion of Seller; (iv) indemnify, defend and save Seller and, as the case may be, its partners, trustees, shareholders, directors, members, officers, employees and agents harmless of and from any and all claims and/or liabilities including reasonable attorney's fees which Seller and its partners, trustees, shareholders, directors, members, officers, employees and agents may suffer or be subject to by reason of or in any manner relating to such entry and such activities, including, without limitation.

c) Approval Date. Except as specified below, Buyer shall have 90 days from the Effective Date to determine whether the results of its due diligence inquiries (including title and environmental due diligence) and contingencies as set forth below have been satisfactory. If the results are not satisfactory to Buyer, then so long as Buyer provides to Seller a Notice of Termination by the Approval Date, this Agreement shall be terminated and the Deposit refunded to Buyer. If Buyer does not give a Notice of Termination by the Approval Date (or such other effective date as may apply), then Buyer shall be deemed to have waived its right to terminate this Agreement under this paragraph.

6. POSSESSION AND CONDITION OF THE PREMISES. The Premises shall be delivered to the Buyer at the time of the Closing free and clear of all tenancies or occupancies by any person or entity. The Premises shall be in the same or better condition at the time of Closing as they are in as of the date of this Agreement.

7. REPRESENTATIONS AND WARRANTIES OF SELLER. To induce Buyer to enter into this Agreement and to purchase the Premises, Seller hereby makes the following representations, warranties and covenants as to the Premises as of the date hereof (upon each of which Seller acknowledges and agrees that Buyer is entitled to rely and has relied) each and all of which shall be true, correct and complete and updated by the execution and delivery of a closing certificate ("Closing Certificate") by Seller as of the Closing Date:

a) Authority, Existence, Other Agreements. Seller has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. Seller, and any specific individual parties signing this Agreement on behalf of Seller represent and warrant

that the parties signing this Agreement on behalf of the Seller have the full legal power, authority and right to execute and deliver this Agreement. Neither the entering into this Agreement, nor the performance of any of Seller's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which Seller is a party. If Seller is not a natural person, Seller is duly organized and in good standing in its State of organization.

b) Compliance with Laws. To Seller's knowledge, the Premises are in compliance in all material respects with applicable laws, ordinances and regulations.

c) Hazardous Substances. To Seller's knowledge, there are no hazardous or toxic, substances, materials or wastes in violation of applicable laws on the Premises. The terms used in the foregoing sentence shall include, without limitation, all substances, materials and wastes, designated by such terms under any laws, ordinances or regulations, whether federal, state or local and shall be deemed to include asbestos, waste oil, other petroleum products, radioactive and any bio-hazardous materials as well as any solid wastes.

d) No Claims. To Seller's knowledge, there are no outstanding claims, losses, rights of first refusal, options or demands against Seller by any person respecting Seller's ownership, use and/or occupancy of the Premises and there is no pending, or to the best of Seller's knowledge, threatened action or proceeding (including, but not limited to, any condemnation or eminent domain action or proceeding) before any court, governmental agency or arbitrator relating to or arising out of Seller's ownership or leasing of the Premises or any portion thereof, or which may adversely affect Seller's ability to perform its obligations under this Agreement, or which may affect the Premises or any portion thereof.

e) No Liens. To Seller's knowledge, there are no outstanding pending or threatened liens against the Premises, except for inchoate municipal liens for taxes not yet due and payable and all matters of record.

In the event that the Closing Certificate is not compliant or Buyer determines in good faith that the contents of the Closing Certificate are materially inaccurate, then Buyer may, at its option, either terminate this Agreement and the Deposit shall be returned to Buyer.

8. REPRESENTATIONS OF BUYER. Buyer represents to Seller the following:

a) Due Organization and Good Standing. Buyer is duly organized and in good standing.

b) Authority. Buyer has all requisite authority to enter into this Agreement and to complete the sale contemplated hereby. The persons or person executing this Agreement and any Closing documents have been or will as of the date of execution be fully authorized to act on behalf of Seller.

c) Buyer is not relying on any representation or warranty of the Seller apart from those set forth herein.

9. DEFAULT AND REMEDIES. In the event that Seller fails to close hereunder for a reason other than default of Buyer, Buyer may terminate this Agreement and accept a return of the Deposit or Buyer shall have the right to seek specific performance of Seller's obligations hereunder. Any reasonable attorneys' fees incurred by Buyer in a successful effort to enforce the Seller's obligations hereunder through specific performance shall be credited towards the purchase price. In the event that Buyer defaults in the performance of its obligations hereunder, Seller shall retain the Deposit and be paid an additional \$75,000.00 as full and complete liquidated damages in lieu of any other legal or equitable remedy, and this Agreement will terminate and neither party will be under any further obligation hereunder. The parties acknowledge that Seller's damages due to the Buyer's default hereunder are difficult or impossible to ascertain and that the amount of the Deposit and additional penalty represents a reasonable estimate of Seller's damages.

10. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE. The obligation of the Buyer to close is subject to satisfaction of the following on or prior to the Approval Date:

a) Seller Representation and Warranties. All representations and warranties of Seller contained in this Agreement shall be true as of the Closing. In the event that there are any representations and warranties that shall not be true as of the Closing, Seller shall have a reasonable period to cure such deficiencies.

It is acknowledged by the parties that the foregoing condition shall be deemed satisfied in full unless Buyer provides Seller with written notice of objection on or before the Approval Date.

11. BROKERAGE. The parties hereto mutually represent that there are no brokers involved in this transaction.

12. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

a) Real estate and personal property taxes, assessments, rentals and utilities shall be prorated as of the Closing.

b) The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S. § 4641-A.

c) The recording fee for the deed of conveyance will be paid by Buyer.

d) A portion of the purchase price shall be withheld at the Closing by Buyer if required by 36 M.R.S. § 5250-A or the Foreign Investment in Real Property Tax Act (FIRPTA).

e) Each party shall pay any costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement not adjusted as set forth in this Section 12 or not otherwise provided for herein.

13. MISCELLANEOUS.

a) Binding Effect. This Agreement will inure to the benefit of and bind the respective heirs, personal representatives, successors and assigns of Seller and Buyer.

b) Construction. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with the laws of Maine. All representations and warranties made by Buyer and Seller herein shall survive the closing. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

c) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

d) Effective Date. The Effective Date of this Agreement shall be deemed to be the date when the last of Buyer or Seller signs this Agreement.

e) Notices. All notices, demands and other communications hereunder shall be in writing and shall be given by one party to the other either: (i) by first class mail, postage prepaid, registered or certified, return receipt requested, to the address set forth below; (ii) by hand delivery to the address set forth below; (iii) by Fed Ex, or similar overnight express mail, prepaid, to the address set forth below; (iv) by email to the email addresses listed below. All notices shall be deemed to have been duly given if postmarked prior to the expiration date and time specified herein (in the case of mailing) or upon delivery (if hand delivered) or when delivered to a Fed Ex (or similar overnight delivery service) courier or office at the time indicated on the proof of delivery (if sent by overnight delivery service) or upon time of confirmed receipt in case of emails received prior to 3:00 p.m. or if received thereafter shall be effective as of the next business day.

TO SELLER: Bingham Land Company
Attn: [REDACTED]
[REDACTED]
[REDACTED]

Email address: [REDACTED]

WITH A COPY TO: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

TO BUYER: Western Maine Renewables, LLC
101 Cianbro Square
Pittsfield, ME 04967

Email address: TPresson@jaycashman.com

WITH A COPY TO: Peter J. Van Hemel
Bernstein Shur
100 Middle St.
PO Box 9729
Portland, ME 04104

Phone No. 207-228-7114

Email address: pvanhemel@bernsteinshur.com

Either party may change its addresses for purposes of this subparagraph by giving the other party notice of the new addresses in the manner described herein.

f) No Shop; Confidentiality. The terms of this Agreement are confidential and shall not be disclosed in whole or in part to anyone by either party without the consent of the other, except to attorneys, accountants, engineers or other consulting professionals to Buyer and/or Seller who shall maintain the confidentiality of the information contained herein.

14. OFFER AND ACCEPTANCE: This Agreement executed by Buyer as of the Effective Date is an offer which may be accepted by Seller by: (a) Seller's signature on this Agreement; and (b) notice to Buyer of Seller's acceptance within five (5) days of the date submitted to Seller by Buyer or this offer will expire by its terms, time being of the essence. If this Agreement calls for a Deposit, then Buyer must tender the Deposit as provided above in Section 2(a) within seven (7) days of the Effective Date or this Agreement will terminate by its terms, time being of the essence.

15. RECORDING OF AGREEMENT. Seller and Buyer agree that this Agreement may not be recorded, provided however, that Seller agrees, if requested by Buyer, to execute and acknowledge before a notary public, a Memorandum of Agreement and to deliver the same to Buyer for recording at the Franklin County Registry of Deeds.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written.

WITNESS:

SELLER: BINGHAM LAND COMPANY

Date: _____

WITNESS:

BUYER: WESTERN MAINE
RENEWABLES, LLC

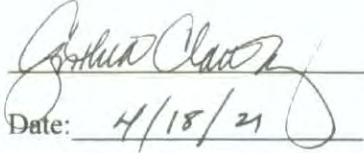
By: _____

Jay Cashman, Manager

Date: _____

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written.

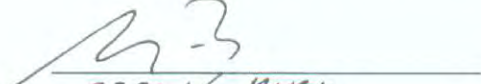
WITNESS:


Date: 4/18/21

WITNESS:

Date: _____

SELLER: BINGHAM LAND COMPANY



SCOTT W. HAWRY
PRESIDENT

BUYER: WESTERN MAINE ~~REALTY, LLC~~
RENEWABLES, LLC

By: _____

Jay Cashman, Manager

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written.

WITNESS:

SELLER: BINGHAM LAND COMPANY

Date: _____

WITNESS:

BUYER: WESTERN MAINE
RENEWABLES, LLC

John Kennedy

By: _____

Jay Cashman, Manager

Date: 4-19-2021

SCHEDULE OF EXHIBITS

Exhibit A - Book 260, Page 382

Exhibit B - Book 861, Page 483; Book 1152, Page 66; Book 1152, Page 76
Book 1351, Page 95

Exhibit C - Book 260, Page 511

Exhibit D - Book 340, Page 480

Exhibit E - Book 288, Page 381

Exhibit F – Town of Moscow Aerial Image

EXHIBIT A

[Deed: Book 260, Page 382]

Know all Men by these Presents,

That Frank E. Hall of Bingham in the County of Somerset & State of Maine
 In Consideration of one dollar & other valuable consideration ^{dollars}
 paid by the Bingham Land Company a corporation duly established by law & having its principal place of business at Waterville

I do hereby acknowledge, do hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY, and forever QUIT-CLAIM unto the said Bingham Land Company its heirs and assigns forever, all my right, title and interest in and to one undivided half part of the following lots of land situated in the town of Moscow in the County of Somerset aforesaid to wit, One undivided half of lot numbered seven in the third range of lots in said Moscow & also of lot numbered thirteen in the fourth range of lots in said town & containing two hundred acres more or less, being the same parcels of land conveyed to me by Giles A. Stewart by deed dated July 1st 1903.
 Said land being wild land or timberland.

Book 260 Pg. 253 Conveys OTHER
 1/2 UNDIVIDED SAME PARCELS.

To have and to hold the same together with all the privileges and appurtenances thereunto belonging, to the said Grantee, its heirs and assigns forever.

And I do COVENANT with the said Grantee its heirs and assigns, that I will warrant AND FOREVER DEFEND the premises to the said Grantee, its heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through or under me

In Witness Whereof, I the said Grantor

have hereunto set my hand and seal this thirty first day of December in the year of our Lord one thousand ^{eight} ~~nine~~ hundred and minutely

SIGNED, SEALED AND DELIVERED
 IN PRESENCE OF

Edu. W. Heath to F.E.H.

Frank E. Hall (seal)

State of Maine, }
Somerset } ss. Bingham Dec. 31 1903. Personally appeared the
 above-named Frank E. Hall
 and acknowledge the above instrument to be his free act and deed.

Before me, A. G. Davigan

JUSTICE OF THE PEACE.

SOMERSET, ss. Received March 22 at 9h. 30 1904. Entered and compared with the original by
Lucretia Goodwin REGISTER.

EXHIBIT B

Deed: Book 861, Page 483

Deed: Book 1152, Page 66

Deed: Book 1152, Page 76

Deed: Book 1351, Page 95

03277

Project: OTH-B Transmitter Site
Somerset County, Maine
Tract No. 101 and 103

THIS DEED, made this 27 day of February in the year 1976, by Scott Paper Company, a corporation organized and existing by virtue of the laws of Pennsylvania, whose principal office is located in Scott Plaza 1, Philadelphia, Pennsylvania hereinafter referred to as the GRANTOR, to the UNITED STATES OF AMERICA, Washington, D.C., and its assigns, hereinafter referred to as the GOVERNMENT.

WITNESSETH:

THAT in consideration of Six Hundred Fifty-Five and 00/100 Dollars (\$655.00), the receipt whereof is hereby acknowledged, the said GRANTOR does hereby grant and convey unto the UNITED STATES OF AMERICA, and its assigns; in fee simple, the following described property:

TRACT 101

All that tract or parcel of land situate in the Town of Moscow, County of Somerset, State of Maine, and more particularly described as follows:

Beginning at a post on the Moscow - Caratunk Town Line on the boundary of lands now or formerly of Kennebec Development Corporation on the north, Bingham Land Company on the east, and Scott Paper Company on the west; said point being distant 3776.12 feet, from an iron pipe at coordinates E 581,371.23, N 852,546.82 in the Maine (West Zone) Rectangular Coordinate System, as traversed by the following two courses from said iron pipe; (1) S 50° 00' 00" W, a distance of 45 feet to a point on the Moscow - Caratunk Town Line; thence (2) S 79° 15' 54" W, along the Moscow - Caratunk Town Line a distance of 3731.12 feet to said point of beginning, proceeding thence S 19° 05' 04" E, along the westerly line of lands now or formerly of Bingham Land Company, a distance of 840.62 feet to a point; thence N 40° 00' 00" W, through lands of Scott Paper Company, a distance of 361.26 feet to an iron pipe; continuing thence N 40° 00' 00" W through lands of Scott Paper Company, a distance of 592.13 feet to a point on the Moscow - Caratunk Town Line; thence N 79° 15' 54" E along said Town Line, a distance of 344.00 feet to the point of beginning.

Containing 3.28 acres of land more or less.

TRACT 103

All that tract or parcel of land situate in the Town of Moscow, County of Somerset, State of Maine and more particularly described as follows:

Beginning at a point on the Moscow - Caratunk Town Line, being the common boundary line of lands now or formerly of Kennebec Development Corporation on the north, and Scott Paper Company on the south; said point being S 50° 00' 00" W, distant 45.0 feet from an iron pipe at coordinate E 581,371.23, N 852,546.82 in the Maine (West Zone) Rectangular Coordinate System; proceeding thence S 50° 00' 00" W,

through the lands of Scott Paper Company, a distance of 307.06 feet to a point on the easterly boundary line of lands now or formerly of Bingham Land Company; thence N 19° 05' 04" W, along said easterly boundary line, a distance of 151.71 feet to a post on the Moscow - Caratunk Town Line, said post being a common corner to lands now or formerly of Kennebec Development Corporation on the north, Bingham Land Company on the west and Scott Paper Company on the east; thence N 79° 15' 54" E, along said Moscow - Caratunk Town Line, a distance of 299.9 feet to the point of beginning.

BOOK 861 PAGE 484

Containing 0.50 acres of land more or less.

The above-described lands are being acquired for Department of the Air Force.

TOGETHER with the hereditaments, easements and appurtenances thereto belonging unto and to the proper use and benefit of the said GOVERNMENT, and its assigns, forever, in fee simple, free and clear from all liens and encumbrances; and the GRANTOR releases and quitclaims unto the GOVERNMENT and its assigns all right, title or interest which the GRANTOR may have in the banks, beds and waters of any streams opposite to or fronting upon said land, and in any alleys, roads, streets, ways, strips, gores or railroad rights-of-way abutting or adjoining said lands, and in any means of ingress and egress appurtenant thereto.

Subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

TO HAVE AND TO HOLD the premises herein granted unto the GOVERNMENT and its assigns forever in fee simple.

And said GRANTOR covenants and agrees as follows:

FIRST: That said GRANTOR is seized of said premises in fee simple, and has good right to convey the same;

SECOND: That the GOVERNMENT shall quietly enjoy the said premises;

THIRD: That the said premises are free from encumbrances;

FOURTH: That said GRANTOR will warrant generally the property hereby conveyed.

FIFTH: That the GRANTOR will execute or procure such further assurances of said property as may be requisite.

WHEREOF the GRANTOR HAS CAUSED ITS CORPORATE SEAL to be
IN WITNESS ~~the hand and seal of said GRANTOR the day and year~~
HEREUNTO AFFIXED AND THESE PRESENTS to be SIGNED by its duly
~~first above written~~
~~authorized officer~~ the day and year FIRST ABOVE WRITTEN.

In Presence of:

SCOTT PAPER COMPANY

Gene Kieulko
WITNESS

BY Paul F. Marsden SEAL
Paul F. Marsden
Senior Vice President

WITNESS

SEAL

STATE OF Pa
COUNTY OF Delaware

On this 27 day of February in the year 1976, before
me, a Notary Public, the undersigned officer,
personally appeared Paul F. Marsden,
who acknowledged himself to be the Senior Vice President of
Scott Paper Company, a Corporation, and that he, as
such Senior Vice President, being authorized to do so, ex-
ecuted the foregoing instrument for the purposes therein contained,
by signing the name of the Corporation by himself as

In witness whereof I hereunto set my hand and official seal.

Helen C. Melton
NOTARY PUBLIC
Tinicum Township, Del. Pa.
My Commission Expires Jan. 31, 1977

Notary Public
My Commission Expires:
Jan. 31, 1977

BOOK 861 PAGE 485

BOOK 861 PAGE 486

CERTIFICATE OF AUTHORITY

I, Mary M. Graham,
 certify that I am the Assistant Secretary of Scott Paper Company the corporation
 described in and which executed the foregoing instrument with the United
 States of America; that the said corporation is organized under the
 laws of the State of Pennsylvania; that the corporate seal
 affixed to said instrument is the seal of said corporation; that
Paul F. Marsden who
 executed said instrument as Senior Vice President of said
 corporation was then Senior Vice President of said
 corporation and has been duly authorized to execute said instrument in
 behalf of said corporation; that I know the signature of said Paul F. Marsden
Paul F. Marsden; and that the signature affixed
 to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
 corporate seal of said corporation, this 1st day of March 1976.

Mary M. Graham
 Assistant Secretary



Somerset County
 RECEIVED MAR - 5 1976 AT 2:45 P M
 and recorded from the original

BK 1351 PG 095

PROJECT: OTH-B Radar System
Bingham AFS, Maine
TRACT NOS: 108, 108-1, 108-2, 108-3

BINGHAM LAND COMPANY, a corporation organized and existing under the Laws of the State of Maine, whose principal office is located at 60 Front Street, Waterville, Maine, hereinafter GRANTOR, for consideration of \$45,006.90 (Forty Five Thousand Six Dollars and Nine Cents) to be paid in two installments of \$22,503.45 (Twenty Two Thousand Five Hundred Three Dollars and Forty Five Cents) each, the first paid herewith and the second to be paid on the first anniversary of the date of this indenture or on demand, grants to the United States of America and its assigns, hereinafter GRANTEE, whose address is: c/o District Engineer, New York District, U.S. Army Corps of Engineers, 26 Federal Plaza, New York, New York 10278-0090, with Warranty Covenants;

06669

TRACT 103

A CERTAIN PARCEL of land situated in Moscow, Somerset County, Maine, bounded and described as follows; to wit:

BEGINNING at an iron bolt marking the southwest corner of Sector 1 and the northwest corner of Sector 2; thence N 52° 11' 46" E on the dividing line between Sectors 1 and 2, 2887.27 feet to land now or formerly of Scott Paper Company (Parcel 107-1); thence S 9° E 1711.65 feet to a wood post; thence S 80° 30' W along other land now or formerly of Scott Paper Company (Parcel 107) 2577.03 feet to a point on the west line of Sector 2; thence N 01° 13' 32" W along the west line of Sector 2, 345.91 feet to the point of beginning.

CONTAINING 59.82 Acres

BEARINGS are Maine Grid East Zone.

TRACT 108-1

ALL THAT TRACT or parcel of land situate in the Town of Moscow, County of Somerset, State of Maine, and more particularly described as follows:

BEGINNING at a point distant S 10° 27' 35" E along the dividing line between Lot 9 Range 2 to the east and Lot 9 Range 3 to the west a distance of 392.05 feet from a point that is a common corner to the following Lots and Ranges in the original Lotting Plan for the Town of Moscow - Southeast corner of Lot 10 Range 3; Southwest corner of Lot 10 Range 2; Northwest corner of Lot 9 Range 2; and Northeast corner of

Lot 9 Range 3. Said common corner having coordinates of -

N = 480952.41
E = 156825.36

in the Maine Coordinate System, East Zone; proceeding thence:

1. S $10^{\circ} 27' 35''$ E a distance of 2389.12 feet along lands now or formerly of Scott Paper Co. to the east and lands of Owner, Bingham Land Company, to the west to a point, said point being the southeast corner of Lot 9 Range 3 in the Lotting Plan for the Town of Moscow;

2. THENCE along the southerly line of Lot 9 Range 3 and the northerly line of Lot 8 Range 3 S $80^{\circ} 18' 21''$ W a distance of 3406.87 feet along the lands of owner to the north and lands now or formerly of Scott Paper Co. to the south to a point in the southerly line of the Central Maine Power Co. right of way;

3. THENCE along said southerly line N $39^{\circ} 14' 35''$ E a distance of 3485.31 feet along lands of Central Maine Power Co. to the north and lands of owner to the south to a point;

4. THENCE N $72^{\circ} 43' 21''$ E a distance of 753.65 feet along lands now or formerly of Scott Paper Co. to the north and lands of owner to the south to the point of beginning.

CONTAINING 110.05 acres of land, more or less.

TRACT 108-2

ALL THAT TRACT or parcel of land situate in the Town of Moscow, County of Somerset, State of Maine, and more particularly described as follows:

BEGINNING at a point distant S $13^{\circ} 02' 20''$ E a distance of 877.95 feet from a point that is a common corner to the following Lots and Ranges in the original Lotting Plan for the Town of Moscow - Southeast corner of Lot 10 Range 4; southwest corner of Lot 10 Range 3; northwest corner of Lot 9 Range 3; and northeast corner of Lot 9 Range 4. Said common corner having coordinates of:

N = 480292.46
E = 153335.74

In the Maine Coordinate System - East Zone; proceeding thence:

1. N $72^{\circ} 43' 21''$ E a distance of 2128.04 feet along the southerly line of the Central Maine Power Co. right-of-way to a point common to the southerly line of a Central Maine Power Company right-of-way and the northerly line of a Central

BK1351 PG097

Maine Power Company right-of-way; thence

2. S $39^{\circ} 14' 35''$ W a distance of 2682.85 feet along said northerly line of a Central Maine Power Co. right-of-way to a point; thence

3. N $13^{\circ} 02' 20''$ W a distance of 1484.02 feet along the dividing line between Lot 9 Range 4, lands now or formerly of Scott Paper Co. on the west, and Lot 9 Range 3, lands of Bingham Land Co., on the east, to the point and place of beginning.

CONTAINING 36.15 acres of land, more or less.

TRACT 108-3

ALL THAT TRACT or parcel of land situate in the Town of Moscow, County of Somerset, State of Maine, and more particularly described as follows:

BEGINNING at a point distant N $79^{\circ} 17' 27''$ E a distance of 43.30 feet from a point that is a common corner to the following Lots and Ranges in the original Lotting Plan for the Town of Moscow - Southeast corner of Lot 10 Range 4; southwest corner of Lot 10 Range 3; northwest corner of Lot 9 Range 3; and northeast corner of Lot 9 Range 4. Said common corner having coordinates of:

N-480292.46
E-153335.74

In the Maine Coordinate System - East Zone; proceeding thence:

1. N $79^{\circ} 17' 27''$ E a distance of 704.63 feet along lands now or formerly of Scott Paper Co. to the north and lands of owner, Bingham Land Co., to the south, to a point;

2. THENCE S $17^{\circ} 16' 39''$ E distance of 490.00 feet along lands now or formerly of Scott Paper Co. to the east and lands of owner to the west to a point in the northerly right-of-way line of Central Maine Power Co.;

3. THENCE S $72^{\circ} 43' 21''$ W a distance of 700.00 feet along said northerly right-of-way line to a corner common to lands now or formerly of Scott Paper Co. and lands of owner;

4. THENCE N $17^{\circ} 16' 39''$ W a distance of 570.60 feet along lands now or formerly of Scott Paper Co. to the west and lands of owner to the east to the point and place of beginning.

CONTAINING 8.52 acres of land, more or less.

THE PARCELS HEREIN described are depicted as Tracts 108, 108-1, 108-2, and 108-3 in a map entitled, "Bingham Air Force Station; Sectors 2 & 3 Moscow, Somerset County Maine OTH-B Radar System Property " prepared from a field survey by James A. Sewall Company-Land Surveyors dated 1984-85 filed in the Somerset County Registry of Deeds, bearing File Number 8-86-050.

TOGETHER with the appurtenances and all the estate and rights of the GRANTOR in and to said premises;

TOGETHER with all and singular the buildings and improvements situated thereon and the right, title and interest which the GRANTORS may have in the banks, beds and waters of any streams bordering the said land to be conveyed, including all interest in alleys, roads, streets, ways, strips, or gores abutting or adjoining said land and in any means of ingress or egress appurtenant thereto;

SUBJECT, HOWEVER, to existing easements for public roads and highways, public utilities, railroads and pipelines.

BEING the same property conveyed to the GRANTOR by deed from Edward W. Heath, dated September 30, 1903 and recorded in Book 260, Page 253 of the Somerset County Registry of Deeds in addition to the property conveyed to the GRANTOR by deed from Frank E. Hall, dated December 31, 1903 and recorded in Book 260, Page 382 of the Somerset County Registry of Deeds.

BY THIS INSTRUMENT, the GRANTOR remises, releases and forever quit-claims unto the GRANTEE any and all interests of any nature whatsoever including but not limited to rights of passage and rights of reversion with respect to those certain tracts of land conveyed by GRANTOR to Central Maine Power Company by instrument dated November 20, 1953 and recorded in Somerset County Registry of Deeds, Book 554, Page 518, as well as by instrument dated February 19, 1976 and recorded in Somerset County Registry of Deeds, Book 861, Page 319.

THE ABOVE-DESCRIBED lands are being acquired for the Department of the Air Force.

IN WITNESS WHEREOF said corporation has hereunto set its hand and seal by its duly authorized officer this 15th day of June One Thousand Nine Hundred Eighty Seven.

BINGHAM LAND COMPANY

William H. Trivelpiece
WITNESS

BY: William R. Lowry
Treasurer



WILLIAM R. LOWRY

State of Maine)
County of Somerset) ss:

On this day 15 of JUNE One Thousand Nine Hundred Eighty Seven personally appeared the above named WILLIAM R. LOWRY as TREASURER of Bingham Land Company and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Judith M. Gilbert
NOTARY PUBLIC
My Commission expires 4/2/94
JUDITH M. GILBERT



CERTIFICATE OF AUTHORITY

I, WILLIAM H. NICHOLAS,
 certify that I am the CLERK of BINGHAM
LAND COMPANY the corporation
 described in and which executed the foregoing instrument with the United
 States of America; that the said corporation is organized under the
 laws of the State of MAINE; that the corporate seal
 affixed to said instrument is the seal of said corporation; that
WILLIAM R. LAWRY who
 executed said instrument as TREASURER of said
 corporation was then TREASURER of said
 corporation and has been duly authorized to execute said instrument in
 behalf of said corporation; that I know the signature of said
WILLIAM R. LAWRY; and that the signature affixed
 to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
 corporate seal of said corporation, this 13th day of JUNE 1987

William H. Nicholas
 WILLIAM H. NICHOLAS

 CLERK
 Secretary



RECEIVED SOMERSET SS
 1987 JUN 16 PM 3:52
 RECORDED FROM ORIGINAL

PROJECT: OTH-B Radar System
Bingham Air Force Station, Maine

Tract 106

07787

THIS INDENTURE, made this *23rd* day of *August*, Nineteen Hundred and Eighty Four between BINGHAM LAND COMPANY, a corporation organized and existing under the Laws of the State of Maine, whose principal office is located at 60 Front Street, Waterville, Maine, hereinafter referred to as the GRANTOR, and THE UNITED STATES OF AMERICA, Washington, D.C., hereinafter referred to as the GRANTEE.

WITNESSETH, that the GRANTOR, for and in consideration of the sum of SIX THOUSAND (\$6,000.00) DOLLARS, lawful money of the United States of America, paid by the GRANTEE, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell, confirm and convey with covenants of general warranty unto the GRANTEE and its assigns forever, in fee simple title, the following described property:

TRACT NO. 106

All that tract or parcel of land situate in the Town of Moscow, County of Somerset, State of Maine, and more particularly described as follows:

Beginning at an iron pipe and post distant S 50°00'00" W, 3600.00 feet from another iron pipe and post located at coordinates X=581, 371.23, Y=852,546.82 in the Maine Grid Coordinate System, said second iron pipe and post also being distant the following two (2) courses from the intersection of the Caratunk-Moscow Town Line with an existing access road: (1) S 78 28'19" W along said town line, 3381.65 feet to a point; (2) N 50°00'00" E, 45 feet, more or less; proceeding thence from said point of beginning (first iron pipe) N 50°00'00" E, 3247.94 feet to a point; thence S 19°05'04" E along the dividing line between land of Scott Paper Co. on the east and Bingham Land Co. on the west and crossing an existing access road easement, 856.44 feet, more or less, to a point; thence S 50°00'00" W, 2942.28 feet, more or less, to a point in the westerly line extended of Tract 102; thence N 40°00'00" W along said

line, at a right angle to the previous course 800 feet, more or less, to the point of beginning.

CONTAINING 56.84 acres, more or less.

The above-described lands are being acquired for Department of the Air Force.

TOGETHER with the appurtenances and all the estate and rights of the GRANTOR in and to said premises;

TOGETHER WITH all and singular the buildings and improvements situated thereon and the right, title and interest which the Grantor may have in the banks, beds and waters of any streams bordering the said land to be conveyed, including all interest in alleys, roads, streets, ways, strips, or gores abutting or adjoining said land and in any means of ingress or egress appurtenant thereto;

TO HAVE AND TO HOLD the premises herein granted to the GRANTEE and its assigns forever in fee simple;

SUBJECT, HOWEVER, to existing easements for public roads and highways, public utilities, railroads and pipelines.

AND the GRANTOR covenants as follows:

FIRST: That said GRANTOR is seized of said premises in fee simple, and has good right to convey the same;

SECOND: That the GRANTEE shall quietly enjoy the said premises;

THIRD: That the said premises are free from encumbrances, except as aforesaid;

FOURTH: That the GRANTOR will execute or procure any further necessary assurance of the title to said premises;

FIFTH: That said GRANTOR will forever warrant the title to said premises.

IN WITNESS WHEREOF, the GRANTOR has caused its corporate seal to be hereunto affixed and this instrument to be signed by its authorized officer the 23rd day of August, 1984.

BINGHAM LAND COMPANY

BY: William R. Lawry
Treasurer

William R. LAWRY, TREASURER

Cliff B. Bennett
WITNESS

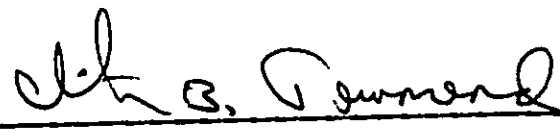
WITNESS

STATE OF MAINE , COUNTY OF SOMERSET , to wit:
I HEREBY CERTIFY that on this 23^d day of AUGUST 1984,
before me, the subscribed, a Notary Public of the State of MAINE ,
in and for the County of SOMERSET , personally appeared
William R. LAWRY , ^{TREASURER} ~~President~~ of Bingham Land Company and in his
corporate capacity as such and being authorized so to do, acknowledged
in my presence the within and foregoing Deed to be the act of said body
corporate, and also in my presence did sign and seal the same.



(NOTORIAL SEAL)

My commission expires: APRIL 7, 1990


CLINTON B. TOWNSEND

DECLARATION OF CONSIDERATION

I hereby certify that the consideration for this transfer is \$6,000.00, and that this transfer is not subject to Transfer Taxes in that it is a transfer to The United States of America.

Robert J. Pantor
Attorney

The undersigned hereby certifies that the precise residence of the Grantee is: Office of the Chief, Real Estate Division, United States Army Corps of Engineers, New York District, 26 Federal Plaza, New York, New York 10278.

For the Grantee:

Robert J. Pantor
Attorney

CERTIFICATE OF AUTHORITY

I, William H. Nicholas,
 certify that I am the Clerk of Bingham
Land Company the corporation
 described in and which executed the foregoing instrument with the United
 States of America; that the said corporation is organized under the
 laws of the State of Maine; that the corporate seal
 affixed to said instrument is the seal of said corporation; that
William R. Lawry who
 executed said instrument as Treasurer of said
 corporation was then Treasurer of said
 corporation and has been duly authorized to execute said instrument in
 behalf of said corporation; that I know the signature of said
William R. Lawry; and that the signature affixed
 to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
 corporate seal of said corporation, this 7th day of August 1984

William H. Nicholas
 CLERK
 Secretary

Somerset County
 REC'D AUG 23 1984 AT 12 H. 25 M. P. M.
 and recorded from the original

BOOK 1152 PAGE 66

PROJECT: OTH-B Radar System
Bingham Air Force Station, Maine

Tract 105

07783

THIS INDENTURE, made this 15th day of August, Nineteen Hundred and Eighty Four between SCOTT PAPER COMPANY, a corporation organized and existing under the Laws of the Commonwealth of Pennsylvania, whose principal office is located at Chester, Pennsylvania, hereinafter referred to as the GRANTOR, and THE UNITED STATES OF AMERICA, Washington, D.C., hereinafter referred to as the GRANTEE.

WITNESSETH, that the GRANTOR, for and in consideration of the sum of ONE THOUSAND TWO HUNDRED (\$1,200.00) DOLLARS, lawful money of the United States of America, paid by the GRANTEE, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell, confirm and convey with covenants of general warranty unto the GRANTEE and its assigns forever, in fee simple title, the following described property:

TRACT NO. 105

All that tract or parcel of land situate in the Town of Moscow, County of Somerset, State of Maine, and more particularly described as follows:

Beginning at an iron pipe and post located at coordinates X=581, 371.23, Y=852,546.82 in the Maine Grid Coordinate System, said pipe also distant the following two (2) courses from the intersection of the Caratunk-Moscow Town Line with an existing access road; (1) S 78 28'19" W along said town line, 3381.65 feet to a point; (2) N 50 00'00" E, 45 feet, more or less; proceeding thence S 40 00'00" E along the easterly line extended of Tract 100, 800 feet, more or less, to a point; thence S 50 00'00" W, 657.72 feet, more or less, to a point in the dividing

line between land of Scott Paper Co. on the east and Bingham Land Co. on the west; thence N 19 05'04" W along said dividing line and crossing an existing access road easement, 856.44 feet, more or less, to a point; thence N 50 00'00" E, 352.06 feet to the point of beginning.

CONTAINING 9.27 acres, more or less.

The above-described lands are being acquired for Department of the Air Force.

TOGETHER with the appurtenances and all the estate and rights of the GRANTOR in and to said premises;

TOGETHER WITH all and singular the buildings and improvements situated thereon and the right, title and interest which the Grantor may have in the banks, beds and waters of any streams bordering the said land to be conveyed, including all interest in alleys, roads, streets, ways, strips, or gores abutting or adjoining said land and in any means of ingress or egress appurtenant thereto;

TO HAVE AND TO HOLD the premises herein granted to the GRANTEE and its assigns forever in fee simple;

SUBJECT, HOWEVER, to existing easements for public roads and highways, public utilities, railroads and pipelines.

AND the GRANTOR covenants as follows:

FIRST: That said GRANTOR is seized of said premises in fee simple, and has good right to convey the same;

SECOND: That the GRANTEE shall quietly enjoy the said premises;

THIRD: That the said premises are free from encumbrances, except as aforesaid;

FOURTH: That the GRANTOR will execute or procure any further necessary assurance of the title to said premises;

FIFTH: That said GRANTOR will forever warrant the title to said premises.

BOOK 1152 PAGE 68

IN WITNESS WHEREOF, the GRANTOR has caused its corporate seal to be hereunto affixed and this instrument to be signed by its authorized officer the 15th day of August, 1984.

SCOTT PAPER COMPANY

Stephen D. Gouf
WITNESS

BY: A. N. Bakhru Som
A. N. Bakhru
Vice President & Treasurer



WITNESS

BOOK 1152 PAGE 69

TRACT NO. 105

STATE OF *Pennsylvania*, COUNTY OF *Delaware*, to wit:

I HEREBY CERTIFY that on this *15th* day of *August* 19*54*

before me, the subscribed, a Notary Public of the State of *Pennsylvania*,
in and for the County of *Delaware*, personally appeared

A. D. Bakhrui, Vice President & Treasurer of Scott Paper Company and in his
corporate capacity as such and being authorized so to do, acknowledged
in my presence the within and foregoing Deed to be the act of said body
corporate, and also in my presence did sign and seal the same.

Dorothy E. Novak

DOROTHY E. NOVAK
Notary Public, Tincum Twp., Delaware Co.
My Commission Expires March 15, 1955

(NOTARIAL SEAL)

My commission expires:



DECLARATION OF CONSIDERATION

I hereby certify that the consideration for this transfer is \$1,200.00, and that this transfer is not subject to Transfer Taxes in that it is a transfer to The United States of America.

Robert J. Paulos
Attorney

The undersigned hereby certifies that the precise residence of the Grantee is: Office of the Chief, Real Estate Division, United States Army Corps of Engineers, New York District, 26 Federal Plaza, New York, New York 10278.

For the Grantee:

Robert J. Paulos
Attorney

CERTIFICATE OF AUTHORITY

I, Stephen D. Ford,
 certify that I am the Assistant Secretary of Scott
Paper Company the corporation
 described in and which executed the foregoing instrument with the United
 States of America; that the said corporation is organized under the
 laws of the State of Pennsylvania; that the corporate seal
 affixed to said instrument is the seal of said corporation; that
Asok N. Bakhu who
 executed said instrument as Vice President & Treasurer of said
 corporation was then Vice President & Treasurer of said
 corporation and has been duly authorized to execute said instrument in
 behalf of said corporation; that I know the signature of said Asok N. Bakhu
Asok N. Bakhu; and that the signature affixed
 to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
 corporate seal of said corporation, this 16th day of August 1984



Stephen D. Ford

Assistant Secretary

Somerset County
 REC'D AUG 23 1984 AT 11 H.49 M.A. M.
 and recorded from the original

EXHIBIT C

[Deed: Book 260, Page 511]

Know all Men by these Presents,

That I Chas Wentworth of Naterville Maine County
of Kennebec
In Consideration of Five hundred dollars
paid by Bingham Land Co a corporation duly organized under the
Laws of State of Maine & having a place of business at Naterville
Maine

the receipt whereof I do hereby acknowledge, do hereby REMISE, RELEASE, BARGAIN, SELG and CONVEY,
and forever QUIT-CLAIM unto the said Bingham Land Co its
heirs and assigns forever, All my right title and interest in and to
a certain lot & parcel of land situated in Somerset
County Maine of Moscow to wit: The South half of
lot number nine in the fifth range of lots
containing one hundred acres more or less. It being
the same conveyed to me by Sidney J. Goodrich by his
Married Deed recorded in Somerset County Registry Book 266
Page 248. For a full description see deeds recorded in Somerset
Registry Book 246 Page 423, & Book 246 Page 424.
Said land is wild land or timber land

Moscow
SOUTH 1/2 LOT 9, RANGE 5

To have and to hold the same together with all the privileges and appurtenances thereunto belonging,
to the said Grantee, its heirs and assigns forever.

And I do COVENANT with the said Grantee, its heirs and assigns, that I will warrant
AND FOREVER DEFEND the premises to the said Grantee, its heirs and assigns forever, against
the lawful claims and demands of all persons claiming by, through or under

In Witness Whereof, I the said Grantor

have hereunto set my hand and seal this twelfth day of July, in the year
of our Lord one thousand nine hundred and four

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

F. E. Brown

Chas Wentworth (Seal)

State of Maine, }
Kennebec } ss. July 13 1904. Personally appeared the
above-named Chas Wentworth
and acknowledge the above instrument to be his free act and deed.

Before me, F. E. Brown

SOMERSET, ss. Received Aug 1 at 10.23 a.m. 27th 1904. Entered and compared with the original by
Jewell G. Goodrich REGISTER.

EXHIBIT D

[Deed: Book 340, Page 480]

Know all Men by these Presents, That

We, Lucille A. Blake and Helen L. Soper, both of Waterville, in the County of Kennebec and State of Maine,

Rev. Stamp
for 50 cts.

in consideration of One Dollar and other valuable consideration to us ~~xxxx~~ paid by the Bingham Land Company, a corporation duly existing by law and having a place of business in said Waterville, the receipt whereof we do hereby acknowledge, do hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY, and forever QUIT-CLAIM unto the said Bingham Land Company, its successors ~~xxxx~~ and assigns forever, ~~xxxx~~

One-fifth of one undivided half of the following parcels of land situate in the town of Moscow, Somerset County, Maine. to-wit: The east half of lot 11, range 9; the east half of lot 10, range 9; the west half of lot 10, range 8; the east half of lot 9, range 9.

Said parcels each containing one hundred acres, four hundred acres in all.

Also that part of lot 7, range 7 in said Moscow which is east of Chase Stream.

The above described premises are the same conveyed by F. W. Hilton to L. H. Soper by Deed dated April 9, 1900, and recorded in Somerset Registry, Book 249, Page 309.

The other undivided half of the above described premises was conveyed by the said L. H. Soper to William T. Haines.

The premises hereby conveyed are wild lands.

OTHER 1/2 Also by TRUSTEES DEED 348/126

To Have and to Hold the same, together with all the privileges and appurtenances therunto belonging, to the said ~~xxxx~~ Bingham Land Company, its ^{successors} ~~xxxx~~ and assigns forever.

And we do COVENANT with the said ~~xxxx~~ Bingham Land Company, its successors, ~~xxxx~~ and assigns, that we will WARRANT AND FOREVER DEFEND the premises to it the said Grantee, its successors ~~xxxx~~ and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under us.

In Witness Whereof, we, the said Lucille A. Blake and Helen L. Soper, ~~xxxx~~

~~xxxx~~ hereunto set our hands and seals this first day of September in the year of our Lord one thousand nine hundred and sixteen.

Signed, Sealed and Delivered in the presence of

F. K. Shaw

Lucille A. Blake (Seal)

Helen L. Soper (Seal)

State of Maine,

Kennebec Co. ss. September 1, 1916. Personally appeared the above-named Lucille A. Blake

and acknowledged the above instrument to be her free act and deed.

BEFORE ME, Frank K. Shaw

Justice of the Peace.

SOMERSET, SS. Received July 9th at 9 A. M.

EXHIBIT E

[Deed: Book 288, Page 381]

Know all Men by these Presents,
That I George W Savage of Jackson Somerset
County State of Maine

In Consideration of ^{Three Hundred} dollars paid by ^{The Bingham Land Company a} corporation established by law ^{and having its} principal place of business at Bingham said County the receipt whereof ^{do hereby acknowledge do hereby GIVE GRANT BARGAIN SELL AND CONVEY} unto the said ^{company its successors heirs and assigns forever} a certain lot or parcel of land situated ^{located in} ^{Thornton} said County and bounded & including within

the following lines, to wit: on the north by land formerly owned by Emerson Barrett, on the East by the said branch of Chase Stream, on the South by land formerly owned by Edward C. Andrews, and west by land now or formerly owned by George Goff and Jesse D. Hill containing two hundred & sixty seven acres more or less. To being the same land conveyed to me by Alvaro F. Adams by his deed dated Feb 22nd 1890 and recorded in Book 205 Page 441 of Somerset Registry of deeds, reference thereto being had for a further description of said premises.

To Have and to Hold the aforesaid and bargained premises, with all the privileges and appurtenances thereof, to the said ^{company its successors heirs and assigns, to their use and behoof} forever. And ^{do} COVENANT with the said ^{company its successors heirs and assigns, that} lawfully seized in fee of the premises; that they are free of all incumbrances; that ^I have good right to sell and convey the same to the said ^{company} Grantee, to hold as aforesaid; and that ^{and my} heirs shall and will WARRANT AND DEFEND the same to the said ^{company its successors} Grantee, heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, ^I the said ^{George W Savage} and ^{Wife} ^{George W Savage in testimony joining in this deed as Grantor, and relinquishing} ^{and conveying} ^{rights by descent and all} ^{other rights} in the above described premises, have herunto set ^{our} hand and seal, this ^{24th} day of ^{October} ¹⁹⁰⁷ in the year of our Lord one thousand nine hundred and ^{seven}

Signed, Sealed and Delivered in presence of
S. J. Mallon Jr & W. S. Duntley Jr George W Savage
Wife Savage

State of Maine,
Somerset ss. Oct. 24th 1907
named George W Savage Personally appeared the above
to be his free act and deed. and acknowledged the above instrument
BEFORE ME, S. J. Mallon Justice of the Peace.
Somerset, ss. Received Dec. 23 1887-70m am. 1907. Entered and compared with
the original by Levilly Goodwin REGISTER.

265 Ac's (East by Chase Stream)
No Lot # OR Range #

EXHIBIT F

[Town of Moscow Aerial Image]

BLC Moscow parcels

Deed reference: Book 2490, Page 182



WIND ENERGY EASEMENT AGREEMENT

BETWEEN

WEYERHAEUSER COMPANY

AND

WESTERN MAINE RENEWABLES

Easement No. _____
Project Name _____

Effective Date: March 17, 2021

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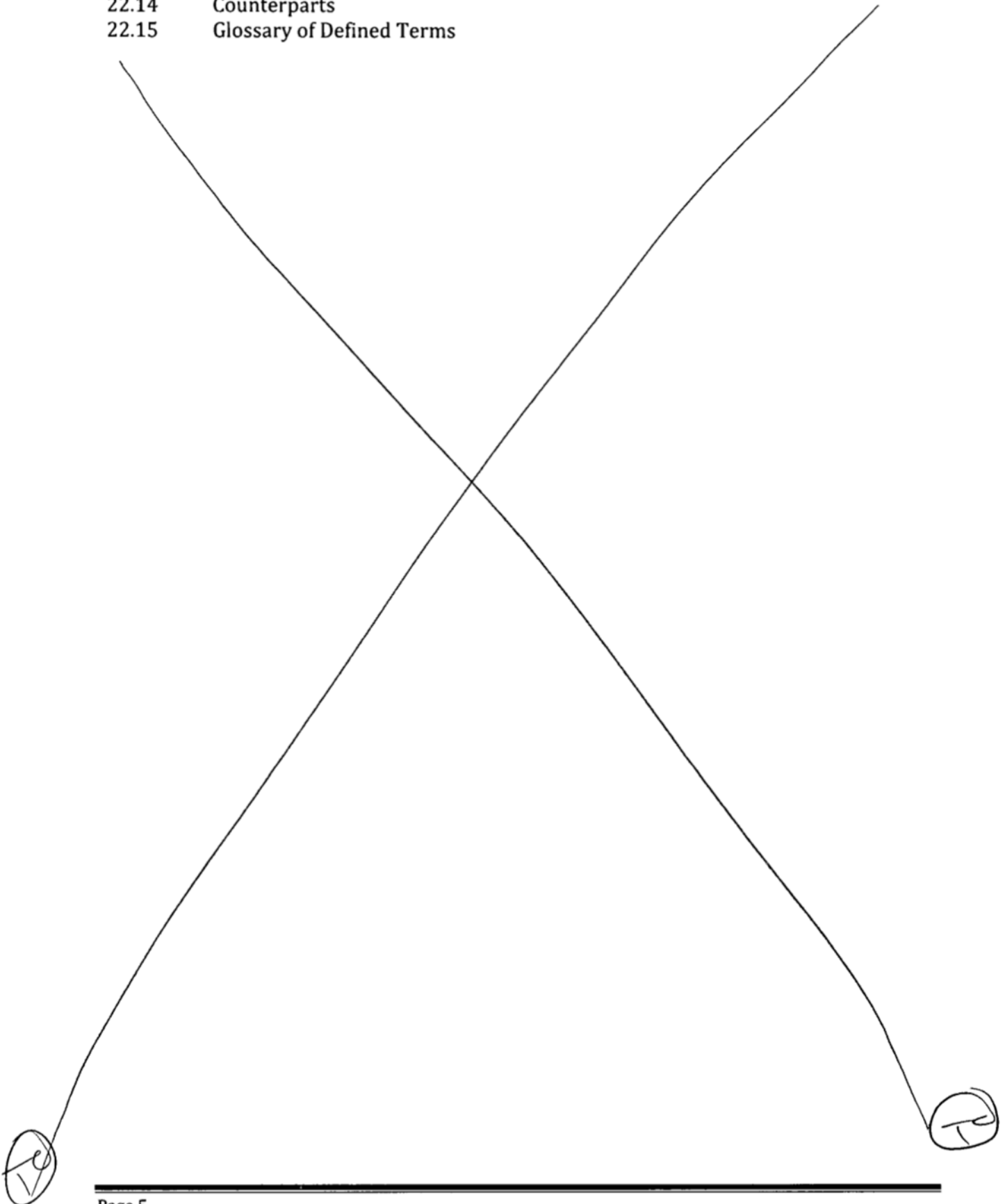
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WIND ENERGY EASEMENT AGREEMENT

This WIND ENERGY EASEMENT AGREEMENT (this "**Agreement**") is made and entered into effective as of March 17, 2021 (the "**Effective Date**") by and between Western Maine Renewables, LLC, a Maine limited liability company, having an address at 101 Cianbro Square, Pittsfield, Maine 04967, as Grantee ("**Grantee**"), and Weyerhaeuser Company, a Washington corporation, having an address at 3220 Occidental Ave S, Seattle, Washington 98104, as Grantor ("**Grantor**"). Each of Grantee and Grantor is sometimes referred to as a "**Party**" and collectively as the "**Parties**."

In consideration of the mutual covenants and promises and on the terms and conditions set forth below, the Parties agree as follows:

1.0 GRANT OF EASEMENTS.

1.1 Easement Area. Grantor owns that certain real property located in the Town of Moscow, Somerset County, in the State of Maine, being a portion of the land described in a deed recorded in the Somerset County Registry in Book 2490, Page 182 and generally depicted on Exhibit A to this Agreement, subject to the reservations, encumbrances and exceptions of record, as well as those identified in Exhibit A (the "Property"). Grantor hereby grants to Grantee an easement over that portion of the Property delineated on Exhibit A as the "Easement Area" (the "Easement Area"), which Exhibit A shall be replaced with the Site Plan (once approved by the Parties pursuant to Section 6.2.2) at which time the Easement Area shall be replaced with that "Easement Area" depicted on the Site Plan and consist of approximately sixty (60) acres, and, thereafter, the Easement Area shall be subject to adjustment as provided for in Section 2.9, on the terms and conditions set forth in this Agreement.

1.2 Additional Easements. In addition to the easement granted to Grantee in Section 1.1, Grantor grants to Grantee the Transmission Easement, Setback Easement, and Road Easement (each as defined in Section 3.0, and collectively, the "**Additional Easements**") on the terms and conditions set forth in Section 3.0.

2.0 USE OF EASEMENT AREA.

2.1 Generally. Grantee may use the Easement Area exclusively for wind energy purposes, as more specifically set forth in this Section 2.0, and for no other purpose. The rights of Grantee are subject to the retained rights of Grantor as specified in Section 2.8, provided that any exercise of such reserved rights shall be subject to Section 20.2 of this Agreement. As used in this Agreement, the term "wind energy purposes" means the installation, construction, replacement, maintenance and use of the Study Improvements, Permanent Study Improvements, Wind Turbine Improvements, and related improvements and equipment on, in and under the Easement Area to convert wind and wind resources into electricity and includes those Grantee activities set forth in Sections 2.2-2.7, below.

2.2 Study Improvements. Grantee shall have the exclusive right to erect, construct, maintain, relocate, operate and replace on the Easement Area anemometers and other wind and weather monitoring equipment, including steel meteorological towers, concrete slabs, fences, and ancillary buildings as required to house, protect or facilitate the operation of such equipment (collectively the "**Study Improvements**") during the Development Period (as defined in Section 4.0). Notwithstanding the foregoing exclusivity provision, Grantor reserves the right to gather wind, weather and other data from and on the Easement Area for its own purposes, including, without limitation, any and all purposes related to this Agreement. Prior to erecting or installing any Study Improvements, Grantee will notify Grantor of the proposed location of the Study Improvements and will cooperate with Grantor to locate the Study Improvements in a manner that does not unnecessarily interfere with ongoing and planned Grantor operations on the Property. In the event that Grantor fails to respond within thirty (30) days of Grantee's written notice, Grantee's proposed locations for the Study Improvements shall be deemed to have been approved. Any approval shall only apply to the specific request and shall not constitute an approval or waiver of the requirement for approval as to any future request. Grantor shall not require the relocation of Grantee's Study Improvements once it has approved their locations pursuant to this Section 2.2. Those Study Improvements that remain on the Easement Area into the Operating Period (as defined in Section 4.0) are referred to as "**Permanent Study Improvements**" and are included within the definition of Wind Turbine Improvements in Section 2.4.1.

2.3 Other Environmental Studies. In addition to Grantee's rights under Section 2.2, Grantee shall have the exclusive right to conduct other meteorological, environmental, soils, engineering and geological studies within the Easement Area as necessary to evaluate the Easement Area for the siting, design, and construction of the Project Improvements (defined in Section 2.6 below) and to finalize the Site Plan (defined in Section 6.2 below), but no rights to conduct such studies for any other purposes. Notwithstanding the foregoing, Grantor reserves the right to conduct the foregoing types of studies within the Easement Area for its own purposes, including, without limitation, any and all purposes related to this Agreement.

2.4 Exclusive Rights to Wind Capture and Conversion. Grantee shall have the exclusive rights to use, capture and convert the flow of wind currents and resources over and across the Easement Area for the purpose of producing electricity. In so doing, Grantee shall have the exclusive right within the Easement Area to install, erect, construct, operate, maintain, repair, remove, re-power and replace wind turbine generators ("**Wind Turbine**" or "**Wind Turbines**") and ancillary equipment and improvements necessary for the conversion of wind energy into electricity as set forth in this Section 2.4. Grantee shall have the right, as part of its operations on the Easement Area and, subject to the provisions of this Agreement, to create noise and sound waves as well as electromagnetic waves and interference, cause air turbulence, cast shadow flicker onto the Easement Area and other adjacent land owned by Grantor, impact view and visual effects on the Easement Area and adjacent land owned by Grantor, and cause other similar impacts normally associated with large scale wind power projects. Grantee shall not be liable to Grantor for any loss, claim or damages arising from such impacts. Upon written request by Grantee, Grantor shall

reasonably cooperate and to the extent such easements implement Project specifications and/or Project Improvement locations and configurations to which Grantor has agreed and which may be required by permit authorities for Grantee to construct and operate the Project and to install, maintain or operate such Project Improvements, Grantor shall grant to Grantee (during the term hereof) (i) such separate easements or written agreements as may be necessary for Grantee's Project (as defined below) to comply with applicable laws or regulations pertaining to setbacks and further to reduce or eliminate setbacks from adjacent land owned by Grantor to optimize the location and number of Wind Turbines within the Easement Area; and (ii) such covenants, easements, and declarations as may be necessary for the Project to comply with drainage, buffering, or other permit requirements as may apply to the Project (as defined below), which covenants, easements, and declarations shall not be unreasonably denied by Grantor, provided, in each case, such easements, covenants, declarations or other written agreements are consistent in purpose and scope with the terms and conditions of this Agreement and do not unreasonably interfere with the Grantor's use of the Property. In addition, Grantee shall have the right to construct wind power generators as a part of the same overall wind energy project of which the Wind Turbines are a part on lands of others, that are adjacent to or neighboring the Easement Area and which overhang the Easement Area.

2.4.1 Wind Turbine Improvements. Subject to the provisions of Section 2.4.3, and for the sole purpose of exercising its rights set forth above in Section 2.4, Grantee may install, construct, operate, maintain, repair, reconstruct and remove the following described improvements (collectively, the "**Wind Turbine Improvements**") on the Easement Area as identified and located on the final Site Plan approved pursuant to Section 6.2:

(a) **Wind Turbines and Wind Turbine Pads.** 6 or more Wind Turbines, (of any type as Grantee determines in its sole discretion) which shall include steel towers, footings and foundations, concrete pads, guy wires (during construction only), anchors and fences around the same, along with an area around the base of each Wind Turbine that shall be kept clear of vegetation by Grantee (the "**Wind Turbine Pads**"). The Wind Turbines and Wind Turbine Pads will be located in a manner so that they will (a) not preclude the use by Grantor of any existing or planned roads or landings on the Property by Grantor without prior consultation and approval by Grantor during the finalization of the Site Plan, which approval shall not be unreasonably withheld; or (b) interfere with Grantor's reservation of rights under Section 2.8, provided that Grantor understands and agrees that it may not grow trees within the Wind Turbine Pads. The Wind Turbine Pads shall be as small as practicable, consistent with commercially reasonable and prudent practices in the wind industry, technical specifications of the Wind Turbine vendor (including turbine loading data) and Project site-specific (and as applicable, individual Wind Turbine site-specific) results of geotechnical studies and borings. The Wind Turbine Pads shall not be considered part of the Setback Easement Area.

(b) **Electrical Collection System.** Electrical wires and related equipment, of a type to be determined at Grantee's sole discretion, owned by Grantee and used to collect and transmit electricity generated by the Wind Turbines over and across the Easement Area

to the Substation (as defined below) (the "**Electrical Collection System**"), to be located by Grantee within the approximate area depicted as the "utility corridor" on Exhibit D, provided that to the maximum extent practicable consistent with commercially reasonable and prudent practices in the wind industry: (i) the utility corridor shall follow existing roads and roads constructed by Grantee under the terms of this Agreement; and (ii) the electrical wires comprising the Electrical Collection System shall be located underground to the extent reasonably practical and required by permit considerations.

(c) **Substation.** An electrical substation, including a building and ancillary equipment (and enclosing fencing), for the collection and step-up or step-down of electricity generated by the Wind Turbines (the "**Substation**") in the approximate location depicted on Exhibit D.

(d) **Operations & Maintenance Facility.** A building, parking lot and associated equipment storage area, and enclosing fencing (collectively, the "**O&M Facility**") to be used by Grantee to support the operation and maintenance of the Project Improvements, which may also be used as a construction support facility during the Development Period.

(e) **Crane Road.** A road (including bridging, culverts and ditching, as necessary) of sufficient width, grade, surface and other design characteristics as necessary to support the safe and effective transport of the components of the Wind Turbines, movement and operation of the crane necessary for erection of the Wind Turbines, and the transport or movement of the components of other Project Improvements and equipment required for the construction or erection thereof (the "**Crane Road**"), located approximately as depicted on the preliminary Site Plan attached as Exhibit D ("**Preliminary Site Plan**").

(f) **Project Control System.** A system (including cables, wires and equipment) to monitor and control the operation of the Project Improvements (the "**Project Control System**"), provided that all outdoor components of such system shall be underground to the maximum extent practicable, except when installed within the Transmission Easement Area described in Section 2.5, in which they may be installed overhead.

(g) **Permanent Study Improvements.** Permanent Study Improvements, as defined in Section 2.2, as depicted on the Preliminary Site Plan.

(h) **Aircraft Detection Lighting Systems.** A system including towers, guys, cables, wires, lights, radar, and related equipment, whether freestanding or mounted on a Wind Turbine, as may be required by Federal Aviation Administration and/or Maine Department of Environmental Protection or other permit issuing authority, for the detection of and signaling to aircraft of obstructions to aviation created by the Project. Grantee's rights hereunder shall apply during the Development Period and the Operations Period to the extent any proposed improvements shall generate permit requirements relating to aviation obstructions. Any freestanding towers erected by Grantee for the purposes of this Section 2.4.1(h) shall be deemed Meteorological Towers

for the purposes of Payments and Fees under Section 5. Wind Turbine mounted systems shall be permitted but shall not generate payment obligations under Section 5.

2.4.2 Use of Easement Area during Construction. During the construction phase of the Development Period, in addition to the uses permitted under Section 2.4.1, Grantee may also use the Easement Area for construction, operation, removal and/or decommissioning of a concrete batch plant, equipment storage and component laydown area ("**Laydown Area**"), pads for lifting cranes and other purposes necessary to facilitate construction of the Wind Turbine Improvements, including without limitation the use of guy wires and anchors, necessary to permit the safe erection and construction of the Wind Turbine Improvements, provided that any areas cleared of vegetation shall be subject to Section 2.7 and payment of an Acreage Charge determined pursuant to Section 5.6.4.

2.4.3 Maximum Project Footprint.

(a) The Wind Turbine Pads are expected to occupy not more than a combined twelve¹² acres of the Easement Area. For each Wind Turbine less than six (6) actually installed, the maximum footprint of the Wind Turbine Pads stated above shall be reduced by two (2) acres. If the area included in the Wind Turbines and Wind Turbine Pads exceeds the applicable acreage footprint determined as above described, Grantee shall pay Grantor a one-time Acreage Charge determined pursuant to Section 5.6.4 for each excess acre (rounded to the nearest 0.5 acre). For avoidance of doubt, any additional timber required to be removed as a result of the acreage footprint of the Wind Turbine Pad shall be subject to the provisions of Section 6.5.

(b) In addition, if and to the extent (i) the Crane Road covers more than 7.5 acres of the Easement Area, and/or (ii) the combined area of the O&M Facility, Substation and Permanent Study Improvements occupy more than 10 acres of the Easement Area, Grantee shall pay a one-time Acreage Charge (each to be based on acreage rounded to the nearest 0.1 acre). In all cases, the Acreage Charges determined pursuant to this Section 2.4.3(b) shall be in addition to Fees and all other amounts due from Grantee under the terms of this Agreement. For avoidance of doubt, any timber required to be removed as a result of the Crane Road shall be subject to the provisions of Section 6.5.

(c) For purposes of determining the footprint of the Crane Road as constructed, the acres of land covered by road running surfaces, shoulders, cuts, fills, ditches and other drainage features, soil disposal areas, road-associated borrow or other pits, and similar, road-associated features shall be included. For the purpose of applying subsections (a) and (b)(i) of this Section 2.4.3, in places where the Crane Road intersects and passes through a portion of one or more Wind Turbine Pads, the overlapping areas shall be counted either against the maximum footprint of the Wind Turbine Pads in subsection (a) or the maximum footprint of the Crane Road in subsection (b), but not both. For purposes of determining the footprint area covered by the Permanent Study Improvements, the area within the perimeter formed by any guy-wires shall be considered part of the Study Improvement.

2.5 Transmission Facilities. Grantee shall have the exclusive right to erect, install, maintain, repair, operate, replace and remove on and from the Easement Area and the Transmission Easement Area (defined in Section 3.1) facilities for transmission and sale of electricity generated by the Wind Turbine Improvements. The facilities may include underground and overhead distribution, collection and transmission lines from the Substation to the point of interconnection with the local utility district or other point of intersection with the Central Maine Power electrical grid, control, communications and radio relay stations and telecommunications equipment necessary to operate the Project Improvements (but for no other purpose) interconnection and/or switching facilities, circuit breakers, and transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines, and anchors, and related or associated improvements, fixtures, facilities, appliances, machinery and other equipment (collectively, the "**Transmission Facilities**"). All Transmission Facilities shall be located on the Transmission Easement Area as provided in Sections 3.1 and 6.0.

2.6 Ownership of Improvements. Subject to Section 17.1, the Study Improvements, Wind Turbine Improvements, and Transmission Facilities (collectively the "**Project Improvements**") including all personal property or trade fixtures, whether placed on the Easement Area or the Additional Easements, are and shall remain the property of Grantee and to the extent permitted by applicable law, shall not be deemed to be permanent fixtures, even if permanently affixed to the Property. Without limiting the generality of the foregoing, Grantor shall have no interest in or claim on the Project Improvements and hereby waives any such interest or claim, except as otherwise provided in Section 17.1. Without limitation of the foregoing, Grantor expressly waives any lien or claim pursuant to 10 M.R.S. §§ 3451-3452. The responsibility and costs of permitting, designing, constructing, maintaining and decommissioning all Project Improvements and all other activities conducted by or on behalf of Grantee under this Agreement shall be borne solely by Grantee. As they are being constructed and at all times thereafter, the roads constructed, improved or otherwise modified by Grantee under the terms of this Agreement (whether located on the Easement Area or the Transmission Easement Area or Road Easement Areas (as defined in Section 3.3)) shall be and remain the sole property of Grantor, subject only to Grantee's rights to non-exclusive use of the roads under the terms of this Agreement.

2.7 Design and Location of Improvements. All Project Improvements will be located on the Easement Area, Road Easement Area and Transmission Easement Area consistent with the requirements of, and as provided for in, Sections 2.0, 3.0, 6.0 and 7.0 of this Agreement. Grantee shall use commercially reasonable efforts with respect to both design and construction methods to:

(a) minimize the amount of acres that are disturbed by the Project Improvements and associated construction activities;

(b) keep the Wind Turbine Improvements within the footprint thresholds described in Section 2.4.3; and

(c) locate the Project Improvements in a manner that does not unnecessarily interfere with Grantor's reserved uses under Section 2.8.

As noted in Section 2.4 above, and without limiting the generality of the foregoing requirements of this Section 2.7, Grantee will locate the Wind Turbines and Wind Turbine Pads in a manner that preserves Grantor's ability to use existing logging landing sites for future harvesting of timber from those landings using logging tower yarders, which yarding towers include guyed supports.

2.8 Rights of Grantor. Grantor reserves all rights, subject only to Section 2.4, this Section 2.8, Section 6.0, Section 7.0, and Section 20.2, and to any limitations in the Additional Easements set forth in Section 3.0, to make any and all lawful uses of the Easement Area (consistent however, with industry standard safety and security protocols adopted by Grantee and with prior written notice thereof to Grantor) during the Term (defined in Section 4.0), including without limitation uses for the following purposes: forestry, agriculture, biomass, mineral, sand, gravel, rock and other aggregates, oil, gas, coal, coalbed methane and other hydrocarbons, and geothermal resource development, excluding only wind energy development, except as expressly permitted under Sections 2.2 and 2.3. All income derived by Grantor from any and all uses of the Easement Area shall belong solely to Grantor. In particular, and without limiting the generality of the foregoing, Grantor reserves the right to: (a) construct roads, and grow, thin and harvest timber and/or other agricultural and biomass crops by any means whatsoever;(b) develop and extract mineral, sand, gravel, rock and other aggregates, oil, gas, coal, coalbed methane, and other hydrocarbons, geothermal resources (including geothermal heat and steam), and any and all other resources found on the Easement Area by underground or surface means (other than wind energy collection and capture), subject to the rights of Grantee in this Agreement including without limitation Section 20.2 and this Section 2.8, but without any other restriction or limitation. Nothing in this Agreement shall be construed as granting Grantee any right to use any water on the Property used or owned by Grantor and Grantee shall have no right, title or interest in and to any water rights used in connection with, or appurtenant to, the Property.

2.9 Easement Area Adjustment. Following construction of the Wind Turbine Improvements on the Easement Area, Grantee shall prepare and provide Grantor with a revised Exhibit A and Exhibit A-1, in which the Easement Area shall be reduced to include only those areas actually occupied by the Project Improvements, the Setback Easement Areas, protective buffers, and the additional Laydown Area(s) reasonably necessary to facilitate Grantee's activities during the Operating Period and Decommissioning Period (as defined in Section 17.1). After review by Grantor and agreement of the Parties is reached regarding the revised Exhibits A and A-1, such new exhibits shall be attached to and become a part of this Agreement and Grantee shall provide Grantor with an ALTA as-built survey of the Easement Area and Project Improvements located therein. If requested by either Party, Grantor and Grantee shall execute a revised Memorandum of Agreement reflecting the revised Exhibits A and A-1, which revised memorandum will then be recorded by Grantee.

3.0 ADDITIONAL EASEMENTS.

3.1 Transmission Easement.

3.1.1 Grant of Easement. Conditioned on Grantee's payment of Transmission Easement Fees as set forth in Section 5.6.2 and subject to modification as set forth in Section 3.1.2 below, Grantor hereby grants to Grantee an exclusive easement up to 100 feet in width (a "**Transmission Easement**") for the purpose of constructing and maintaining the Transmission Facilities from the Substation in, along, and over that portion of the Property identified in red as the "Transmission Easement" on Exhibit B to this Agreement. The area up to 100 feet in width centered along the "Transmission Easement" as depicted on Exhibit B is the "**Transmission Easement Area**," consisting of approximately 4 acres.

3.1.2 Widening of Easement Area. During the field engineering work for the transmission line, Grantee shall mark the Transmission Easement Area boundaries and the proposed location of the transmission line, and review the same with Grantor. If and to the extent that: (a) applicable safety or construction standards for electrical transmission lines of the nature to be constructed on the Transmission Easement Area change so that a wider easement is required, or (b) either Grantor or Grantee determine, in their sole discretion based on site-specific review of the proposed location or other factors, that a wider Transmission Easement Area is prudent (up to a 200 foot wide maximum) for all or a portion of the length of the transmission line, either Party may provide the basis for the expansion, and request a corresponding widening (which shall identify the area of the Property to be affected), of the Transmission Easement Area. In such case, the Parties will amend Exhibit B to provide for a wider Transmission Easement and determine the Fees using the enlarged Transmission Easement Area, pursuant to Section 5.6.2.

3.1.3 Final Easement Area Location. Upon completion of construction of the Transmission Facilities, Grantee shall provide Grantor with an updated final map of the Transmission Easement Area, and revised legal description. After review by Grantor and agreement of the Parties regarding the same, the map and description shall be attached to this Agreement as Exhibit B-1 and thereupon shall become part of this Agreement. If requested by either Party, Grantor and Grantee shall execute a revised Memorandum of Agreement reflecting Exhibit B-1, which revised memorandum will then be recorded by Grantee.

3.2 Setback Easement. Grantor hereby grants to Grantee a wind turbine setback easement for each Wind Turbine (the "**Setback Easement**"). Such Setback Easement is more particularly described and depicted on the attached Exhibit C, which shall cover 28.5 acres, more or less, for the combined total of six (6) Wind Turbines, provided that the acreage covered by the Setback Easement may be (i) increased as set forth in Section 3.2.7 below, or (ii) decreased (based on the acreage of Setback Easements for each Wind Turbine depicted on Exhibit C) if and to the extent that Grantee does not install six (6) Wind Turbines (the "**Setback Easement Area(s)**").

3.2.1 Management Plan. As a part of its Site Plan required by Section 6.2, Grantee shall propose to Grantor a management plan for the Setback Easement and the Parties shall thereafter cooperate to reach agreement with respect to same. Such plan will show a three dimensional profile of the Setback Easement Areas within which Grantee believes forest products can continue to be grown during the Term without causing unreasonable interference with the operation of the Project Improvements (i.e., the plan shall show the "maximum" heights of trees or other vegetation that Grantee believes can be grown within the Setback Easement Areas without adversely impacting the operation of the Wind Turbines). The proposed management plan shall also describe the vegetation management measures Grantee will use to keep vegetation within the height profiles of the plan, which measures must comply with all Grantor policies concerning chemical use, in addition to all Legal Requirements (as defined in Section 8.1). Within ninety (90) days of its receipt of the proposed plan, Grantor will advise Grantee in writing which portions of the Setback Easement Area, if any, Grantor wishes to manage (itself or through others) and which areas, if any, Grantor wishes that Grantee manage. Grantor may also recommend modifications to the proposed management plan, which the Parties will consider in good faith, but Grantee shall exercise final discretion as to the management plan terms.

3.2.2 Areas to be Managed by Grantee. As to those portions of the Setback Easement Area that will be managed by Grantee as provided for in Sections 3.2.1, 3.2.4 or 3.2.6, Grantee shall be solely responsible for all vegetation management and other costs associated with maintaining such areas as provided for in the management plan. Should Grantee sell any forest products produced on those areas under the terms of the Setback Easement management plan, the gross receipts therefrom shall be considered part of and added to the Gross Revenue determined under Section 5.3.3.

3.2.3 Areas to be Managed by Grantor. As to those portions of the Setback Easement Area that Grantor will manage, Grantor shall be solely responsible for all costs attributable to the management of vegetation on such areas, and shall be entitled to whatever proceeds it earns therefrom, without any credit to Grantee. Nothing in Section 3.2.2 or 3.2.3 shall be construed to modify Grantee's obligation to manage the Wind Turbine Pads to remain free of vegetation.

3.2.4 Grantor may turn over Management to Grantee. From time to time during the Term, Grantor may advise Grantee by written notice that it henceforth wishes that Grantee assume (or re-assume) management of some or all of the Setback Easement Areas that Grantor was managing. From and after thirty (30) days following receipt of such notice or such longer period as may be specified in the notice, Grantee shall assume management of those areas. In addition, at any time during the Term, Grantor may, on not less than thirty (30) days written notice to Grantee, assume (or re-assume) management of Setback Easement Areas being managed by Grantee under this Section 3.2.

3.2.5 Management Plan Review and Adaptation. The Parties recognize that valuable information will likely be developed during the early years of the Operating Period with respect to how the management of the Setback Easement Area may affect the

operation of the Wind Turbines. Therefore, periodically, but not less than every five (5) years after the Commercial Operation Date (as defined in Section 4.0), the Parties shall confer in good faith regarding whether the management plan can be revised to allow a greater height profile within the Setback Easement Area, or portions thereof, without adversely impacting performance of one or more Wind Turbines. Changes agreed to by the Parties may be made provisional, pending the gathering of further data on Wind Turbine performance by Grantee.

3.2.6 Management Plan Adjustments. If Grantee reasonably believes that the management plan then in effect for the Setback Easement Areas is adversely impacting the performance of a Wind Turbine, Grantee may propose modifications to the plan for the portion of the Setback Easement affecting such Wind Turbine. The Parties shall confer regarding such proposed change, but Grantee shall exercise the final authority regarding the proposed modification. If a modification is made to an area being managed by Grantor, Grantee shall reimburse Grantor for all management costs previously incurred and/or investments made by Grantor in that area, and Grantor may also elect to turn over future management of the affected Setback Easement Area to Grantee by written notice to Grantee.

3.2.7 Increase in Setback Easement Area.

(a) If Grantee reasonably believes that one or more Wind Turbines' performance is being adversely affected due to tree canopy interference with wind currents and flow over and across the Easement Area and that the Setback Easement Area needs to be enlarged to remedy the issue, Grantee may give written notice to Grantor of its designation of additional areas up to a cumulative increase of 35.6 acres, which is twenty five percent (25%) above the 28.5 acres of Setback Easement Area delineated on Exhibit C. In the foregoing notice, Grantee shall include a proposed management plan for the areas to be added to the Setback Easement in the same manner as set forth in Section 3.2.1. Grantor shall respond to such notice in the same manner as described in Section 3.2.1 and Section 3.2.6.

(b) If safety-related considerations, whether the result of Legal Requirements, insurance requirements, prudent or best practices, or otherwise, make it impracticable or impossible for Grantor to exercise its rights of continued use and management of certain portions of its Property due to the presence of the Wind Turbines (other than areas of the Property already covered by the Road Easement, Transmission Easement, Setback Easement, Substation and O&M Facility), then Grantor may, upon written notice to Grantee, require that the portion of the Property so affected will be added to and thereafter managed as part of the Setback Easement Area, provided that the cumulative acreage to be added to the Setback Easement Area under this subsection 3.2.7(b) shall be limited to fifty (50) acres. Grantee shall develop a proposed management plan for such additional areas in the same manner as set forth in Section 3.2.1. Grantor shall respond to such notice in the same manner as described in Section 3.2.1 and Section 3.2.6.

(c) Upon Grantee's payment of an Acreage Charge as determined under Sections 5.6.3 and 5.6.4 with respect to areas added to the Setback Easement Area pursuant to subsections

(a) and/or (b) of this Section 3.2.7, and preparation of a revised Exhibit C (which shall be attached to and become a part of this Agreement as Exhibit C-1), the additional areas shall become part of the Setback Easement, and thereupon become subject to the provisions of Section 3.2.1 through Section 3.2.6.

3.3 Road Easement. In addition to the rights granted by Grantor to Grantee to construct and use the Crane Road within the Easement Area, and conditioned on the payment of the Road Easement Fees set forth in Section 5.6.1, Grantor hereby grants to Grantee a non-exclusive easement on, over, and across the Property for road use and construction in those locations identified as the "road easement" on Exhibit E (the "**Road Easement**" or "**Road Easement Area**" and together with the "Transmission Easement Area," and "Setback Easement Area," collectively, the "**Additional Easement Areas**"). The parties acknowledge that Road Easement Area and Transmission Easement Area may intersect and/or overlap and that the fees in Section 5.6.1 and 5.6.2 shall be adjusted so that areas of intersection or overlap shall not result in duplicate charges. All roads and associated facilities constructed, reconstructed, realigned, improved, or otherwise altered as authorized under this Agreement (the "**Road Improvements**") shall be and permanently remain the property of Grantor, subject to the non-exclusive rights of Grantee under this Agreement to use the roads. In addition to other rights reserved in this Agreement, the grant of Road Easement is subject to the previously granted or reserved rights of others as described in Exhibit A-1, and is also subject to the terms of and the rights of the grantors, and their successors, heirs, and assigns. Grantee shall use the Road Easement Area at all times in compliance with Grantor's safety requirements attached hereto as Exhibit E. Grantor reserves rights of use over the Road Easement and the right to grant rights of use to third parties, provided that such use will not materially interfere with Grantee's rights of use under this Agreement.

3.4 Additional Road Use Rights. In addition to the rights granted with respect to the Crane Road under Section 2.4.1(e) and the rights granted under the Road Easement in Section 3.3, Grantee shall have the non-exclusive right to use all other roads located on the Easement Area as such roads may be constructed or maintained, by Grantor during the Term (as defined in Section 4.0), for light-duty vehicular and pedestrian access, ingress to and egress from, across, and over the Easement Area for the purposes of this Agreement, except that Grantee may not use such roads for purposes of constructing Project Improvements or for heavy hauling, provided that Grantee shall give notice to Grantor prior to using such roads. Grantor reserves the right to use any and all such roads on, over and to the Easement Area, and to relocate, move or close the same from time to time in its sole discretion, and without advance notice to Grantee, provided that Grantor shall permit Grantee to use such roads if necessary from time to time, taking into account conditions on the Road Easement Area and the Crane Road, in order for Grantee to perform necessary maintenance and repair functions on the Project Improvements, but in no case shall such roads be used for heavy hauling without Grantor's prior written consent. Should Grantee's use of such roads result in damage to the roads or necessitate additional maintenance, Grantee shall reimburse Grantor for such damage, upon Grantor's written request. Grantee shall use any additional roads at all times to compliance by Grantee with Grantor's safety requirements attached hereto as Exhibit E.

4.0 AGREEMENT TERM AND TERMINATION.

This Agreement shall be for a term commencing on the Effective Date and continuing initially until the 11:59 P.M. on the last day of the Development Period (as defined below), unless (i) terminated earlier under Sections 4.1 or 4.2, or (ii) extended into the Operating Period. The term "**Development Period**" means the period commencing on the Effective Date and ending on the earlier to occur of (x) the Commercial Operation Date, or (y) the sixth (6th) anniversary of the Effective Date. If the Development Period ends by reason of the occurrence of the Commercial Operation Date, then this Agreement shall automatically be extended for the Operating Period without further action of the Parties. The term "**Operating Period**" means that period commencing on the Commercial Operation Date (as defined below) and continuing for forty (40) years after such date, unless terminated earlier as provided for in Sections 4.1.2 or 4.2. The term "**Commercial Operation Date**" means the first date on which electricity is generated on the Easement Area and delivered for sale to a customer (utility or power purchaser) on a regular revenue basis (i.e., excluding any initial period following the first generation of electricity on the Easement Area during which Grantee is conducting testing of the Wind Turbines prior to meeting relevant standards for commissioning of the Project, whether or not revenue is received for generation and delivery of test energy during such period). Grantee will promptly advise Grantor when the Commercial Operation Date occurs, together with reasonable evidence thereof. Upon the conclusion of the Operating Period, whether by expiration of the forty (40) year period or by earlier termination, this Agreement shall continue in effect for a Decommissioning Period of twelve (12) months as defined and set forth in Section 17.0. The "**Term**" means the combined periods of the Development Period, Operating Period and Decommissioning Period (defined in Section 17.1).

4.1 Termination by Grantor.

4.1.1 Failure to Meet Development Milestones. During the Development Period, if any development milestone set forth in Section 6.1, is not met by Grantee, then Grantor may terminate this Agreement on ninety (90) days written notice to Grantee, provided however, that Grantee shall have the right to cure the subject of any such notice by Grantor within said ninety (90) day period in which case the termination shall not take effect.

4.1.2 Default. In the event of default by Grantee, as set forth in Section 18.0, Grantor may terminate this Agreement in addition to pursuing any other right or remedy available under this Agreement or applicable law, subject to the limitations on damages as set forth in this Agreement.

4.2 Termination by Grantee.

4.2.1 For Convenience of Grantee. Grantee may, at any time during the Development Period, terminate this Agreement by giving Grantor ninety (90) days' written notice, and by paying a termination fee equal to Twenty-Five Thousand Dollars (\$25,000.00).

The termination fee is in addition to all other amounts owed by Grantee under this Agreement for periods up to and including the effective date of the termination (including without limitation any unpaid installments of the Development Period Fees should termination occur before the first anniversary of the Effective Date). The right to terminate provided by this Section 4.2.1 shall not be construed to relieve Grantee from any other obligations it has under this Agreement, including decommissioning, if applicable.

4.2.2 Default. In the event of a default by Grantor as set forth in Section 18.0 that is not cured in accordance with the time periods set forth in Section 18.0, Grantee may terminate this Agreement without paying the termination fee as stated in Section 4.2.1, in addition to pursuing any other right or remedy available under this Agreement or applicable law, subject to the limitations on damages as set forth in this Agreement.

4.3 Agreement Extension. Except as provided in Section 6.1 with respect to the Development Period only, each of the Development Period, Operating Period and Decommissioning Period may be extended only upon the written agreement of the Parties.

4.4 Post-Termination Rights and Obligation. Termination of this Agreement shall also terminate the Additional Easements. However, in all events, including without limitation, an early termination of this Agreement under either Sections 4.1 or 4.2, Grantee shall (i) be permitted entry onto the Easement Area to decommission the Project Improvements on and reclaim the Easement Area and the Transmission Easement Area as required by Section 17.0, and (ii) have the right to continue to use the Road Easement during the Decommissioning Period. Grantee shall have no other rights under this Agreement during the Decommissioning Period.

5.0 PAYMENTS AND FEES. As consideration to be paid in return for Grantee's rights to use the Easement Area and the Additional Easement Areas as specified in this Agreement, Grantee shall pay to Grantor the amounts set forth on Exhibit I attached hereto. All terms and conditions set forth on Exhibit I are incorporated herein as if fully set forth in full.

6.0 DEVELOPMENT PERIOD - PLANNING, PERMITTING AND CONSTRUCTION.

6.1 Development Period Milestones. Grantee shall meet the following mandatory milestones during the Development Period:

6.1.1 Permit Submission Milestone. Within twenty-four (24) months of the Effective Date, Grantee shall have filed complete applications for all permits, variances, waivers, and any other governmental approvals or authorizations of any type required for the construction and operation of the Project Improvements and in respect to the Setback Easement (collectively, the "**Permits**"), except applications for building permits that cannot be reasonably completed prior to approval of the overall land-use approvals for the Project.

6.1.2 Permit Issuance Milestone. Grantee shall pursue the issuance of all Permits with all due diligence, and shall have received approvals for all Permits no later than forty-eight (48) months following the Effective Date (the "**Permit Issuance Milestone**").

6.1.3 Commencement of Construction Milestone. No later than six (6) months after Grantee's receipt of all final, permits for the Project, Grantee shall have (i) given written notice to Grantor that it will begin construction (a "**Commencement of Construction Notice**"), (ii) actually commenced construction of the Project Improvements, and (iii) put in place firm orders for the Wind Turbines and any other Project Improvements requiring special or advance ordering. Notwithstanding the foregoing and/or section 6.1.4 below, nothing in this Agreement shall obligate Grantee to construct the Project or be enforceable as a mandatory construction obligation.

6.1.4 Conclusion of Construction Milestone. No later than twenty four (24) months from the Commencement of Construction, Grantee shall have completed the construction of the Project Improvements such that operation of the Project can commence.

6.1.5 Extensions of Milestones. The time deadlines stated in Section 6.1.1 through Section 6.1.4 (collectively, the "**Milestones**") may be extended day-for-day for (i) an unexcused delay by Grantor in meeting its review or response times as set forth in Section 6.0 or (ii) the time during which a Force Majeure existed that prevented Grantee from conducting activities essential to meeting the Milestone in question. In addition, with respect to the Permit Issuance Milestone only, such Milestone may be extended up to an additional twenty-four (24) months if the issuance of one or more Permits is delayed through an appeal or other court challenge that precludes issuance of the Permit(s). Grantee shall identify any claimed extensions of the Milestones and the extension length claimed at the next Progress Meeting (as defined below) or the right to claim the extension shall be deemed waived.

6.2 Site Planning. Grantee shall be responsible for preparing a proposed site plan meeting all requirements of this Section 6.2 (the "**Site Plan**") for consultation with and approval by Grantor, which approval shall not be unreasonably withheld. The Site Plan shall be provided in hard copy and electronically in a format mutually agreed to by the Parties.

6.2.1 Contents. The Site Plan shall depict (i) the boundaries of the Easement Area, (ii) the planned locations of all Project Improvements, including without limitation the Wind Turbines, Wind Turbine Pads, O&M Facility, Substation, Laydown Area, Crane Road, Electrical Collection System, Project Control System and Permanent Study Improvement components; and (iii) the boundaries of all Additional Easements, and all Project Improvements to be constructed therein. All Project Improvements shall be located on the Easement Area as provided for in Section 6.0, except those constructed within the Transmission Easement Area in accordance with Section 3.1. The Site Plan shall identify any residential structure located closer than one thousand feet (1,000') (measured horizontally) from any Wind Turbine and shall address any concerns posed by such proximity. The Site Plan shall also separately identify the acres covered by each of the Additional Easements (including the acreage of the Setback Easement associated with each Wind Turbine), the total acreage of the Easement Area, and the acreage of Easement Area net of the Additional Easements that overlap the Easement Area perimeter.

6.2.2 Preliminary and Final Site Plan. The Preliminary Site Plan prepared by Grantee is attached to this Agreement as Exhibit D. The proposed final Site Plan must be provided to Grantor within twenty-four (24) months of the Effective Date prior to submission of applications for all permits, variances, waivers, and any other governmental approvals or authorizations of any type required for the construction and operation of the Project Improvements and in respect to the Setback Easement. Grantor shall review the proposed final Site Plan and either reasonably approve, reject or request revisions to the same within thirty (30) days of its receipt. The Parties shall promptly confer regarding any objections or requested revisions and attempt to resolve their differences within an additional thirty (30) days provided that Grantee is assured use of the Easement Area sufficient to enable it to conduct its permitted activities hereunder. Grantee shall take into account in good faith any modifications recommended by Grantor in accordance with Section 6.2.3 that are consistent with commercially reasonable practices within the wind industry and/or with respect to interconnection with the electric grid, within the electric industry. It is acknowledged by the Parties that approval of the Site Plan is an essential component of Grantee's rights under this Agreement without timely agreement on which this Agreement has no value to Grantee; therefore, in the absence of any agreement thereon within the foregoing sixty (60) day period, Grantee shall be entitled to terminate this Agreement upon thirty (30) days written notice to Grantor, without liability or responsibility whatsoever to Grantor, and receive a full refund of all amounts paid to Grantor under this Agreement to the effective date of such notice. Subject to the foregoing right of termination by Grantee, any unresolved disputes regarding the Site Plan shall be resolved under Section 21.4. The approved final Site Plan including all required elements under Section 6.2.1, shall be attached to this Agreement as Exhibit D-1.

6.2.3 Objections. The bases for objecting to or requesting a revision of the Site Plan include: (i) the proposed final Site Plan including more land within the Easement Area or Additional Easement Areas than is included in the Preliminary Site Plan or materially alters the location of the Easement Area or any Easement Area; (ii) concerns over the proposed road location and design under the Road Easement, including the potential environmental impacts of such road; (iii) the location or width of the proposed Transmission Easement; and (iv) any other matters that are reasonably likely to adversely affect Grantor's ability to make use of the Easement Area for any lawful purpose (except as expressly limited in this Agreement) or to make use of the land covered by the Additional Easements to the extent such uses are not prohibited under the terms of the Additional Easements.

6.3 Progress Meetings. The Parties recognize that the location, design and construction of the Project Improvements on the Easement Area will require careful and close coordination and communication between the Parties to ensure that each of them will achieve and/or maintain safe and efficient operations in the Easement Area and elsewhere on the Property. From the Effective Date until commencement of construction, Grantor and Grantee will hold quarterly meetings (more often if needed and requested in writing by either Party) to discuss safety matters and progress towards the Milestones ("**Progress Meetings**"), including but, not limited to, updates to the Preliminary Site Plan, the permitting process, construction planning and scheduling, Grantee's plans regarding timber harvest within the Easement Area or elsewhere on the Property for which Grantor may use roads

within the Easement Area, and any other matter reasonably believed to materially affect either Party's activities in relation to this Agreement. Once construction begins, the Progress Meetings will be held monthly (more often if needed) and shall be on-site or at Grantor's Maine offices, unless otherwise agreed by the Parties. Throughout the Development Period, each Party shall make a single point of contact available to the other for communications relating to the planning, design, permitting and construction aspects of this Agreement (except for notices required to be given by this Agreement, which shall be given as required by Section 22.3, and payments, which are governed by Section 5.8). Throughout the Term, Grantee will timely respond to reasonable requests from Grantor for information about the status of Grantee's activities under this Agreement.

6.4 Permits are Sole Obligation of Grantee.

6.4.1 Grantee to Obtain; Grantor to Cooperate. Grantee is solely responsible for obtaining all Permits required for the construction and operation of the Project Improvements, provided that if the right, title or interest claimed by Grantee in any permit application is ruled insufficient or incomplete by a permit issuing authority for any element of the Project which Grantee has approved or consented to, and a signature of Grantor is required, Grantor shall sign applications for the Permits as landowner, and shall otherwise reasonably cooperate with Grantee regarding such Permits, at no cost to Grantor. Unless otherwise agreed to by the Parties, Grantor (or its designee) shall be designated as the operator on forest practices applications under which the Hardwood Pulp is to be cut and removed, but Grantee or its contractor, as applicable, shall be designated as operator on all other forest practices applications needed for removal of the Sale Timber or construction of the Project Improvements.

6.4.2 ESA Permitting. Should Grantee come to understand or reasonably believe that wildlife species are present or are likely to be present on the Property that are listed under the federal Endangered Species Act ("**ESA**"), Grantee shall notify Grantor and obtain a permit under Sections 7 or 10 of the ESA, as the same may be amended from time to time hereafter, for any reasonably likely take of such species, unless Grantee develops mitigation measures or other operating plans that alleviates or mitigates the risk of take in a manner reasonably acceptable to the federal agency with jurisdiction over the species in question. The Parties agree that Grantor may confer directly with the federal agencies with respect to the issues surrounding the determination of risk of take and the terms and expected efficacy of the mitigation measures or operation plan. Should a permit be obtained, Grantee will seek coverage for Grantor for those actions that Grantor undertakes pursuant to this Agreement.

6.4.3 No Grantor Liability. Grantor shall have no liability for, and Grantee shall indemnify, defend, and hold the Grantor Indemnified Parties (as defined in Section 14.1) harmless from any all Losses (as defined in Section 14.1) resulting from (i) Grantor signing or otherwise authorizing the submission of the Permits; (ii) Grantor consulting with or giving advice to Grantee with respect to Permits or Legal Requirements; (iii) Grantor's cooperation regarding the Permits; or (iv) any consequences from communications between Grantor and the federal agency(ies) pursuant to Section 6.4.2. Nothing with respect to this

Agreement or actions taken by Grantor with respect to this Agreement shall be construed to make Grantor responsible for a subsequent assertion of ESA liability or responsibility on the part of Grantee, whether such assertion is made or brought by an enforcing agency or other person or entity.

6.5 Timber Removal.

(a) Grantee's determination of the acreage of the Easement Area shall include all area to be cleared and disturbed for the installation of the Project Improvements, Substation, Transmission Facilities, Crane Road, roads, and drainage (the "**Timber Removal Area**"). Delivery by Grantee to Grantor of the Site Plan shall serve as notice for all of Grantee's intended timber harvesting and clearing requirements and timelines ("**Timber Removal Notice**").

(b) Grantee shall be solely responsible for harvesting and clearing all timber (except Hardwood Pulp), stumps, debris, and plant matter within the Timber Removal Area; provided, that Grantee under no circumstances shall harm, damage, clear, or harvest any Hardwood Pulp on the Easement Area. Grantor shall be solely responsible for harvesting and clearing any Hardwood Pulp within the Timber Removal Area. "**Hardwood Pulp**" shall be defined per the timber cruise specifications attached hereto and incorporated herein as Exhibit J ("**Timber Cruise Specifications**").

(c) Upon Grantor receiving the Timber Removal Notice from Grantee, Grantor shall have thirty (30) days to review the Timber Removal Notice and provide any comments, including without limitation any concerns regarding Hardwood Pulp removal or the Timber Removal Area. The Parties shall then endeavor to reach a mutual agreement on the Timber Removal Area within a commercially reasonable timeframe. Once Grantee and Grantor reach such mutual agreement, Grantor shall perform a timber cruise pursuant to the Timber Cruise Specifications of all timber in the Timber Removal Area at Grantor's expense and with a cruising contractor selected by Grantor in Grantor's sole and absolute discretion. The timber cruise will determine the volume in tons of softwood saw timber, softwood fiber, and hardwood saw timber (collectively, the "**Sale Timber**"), as well as the Hardwood Pulp, in the Timber Removal Area. Upon the completion of the timber cruise, the Parties shall designate mutually agreeable timber harvest start and end dates in compliance with the MFPA (defined below), with such period being the "**Timber Harvest Period**".

(d) Prior to the commencement of the Timber Harvest Period, the Parties shall enter into a timber deed in a mutually agreeable form (the "**Timber Deed**"), quitclaiming title to and risk of loss of the Sale Timber from Grantor to Grantee solely for the duration of this Agreement. The Parties acknowledge and agree that the Timber Deed shall include, without limitation, the following terms: (a) All title to the Sale Timber, both standing and felled, reverts back to Grantor automatically, without any additional release documentation or consideration required, upon the expiration or termination of this Agreement with no liens or encumbrances; (b) Grantor makes no warranties of title, merchantability, or quality regarding the Sale Timber and such Sale Timber is being conveyed "as is, where is"; and (c) The Timber Deed shall not be assignable independent of this Agreement.

Contemporaneously with the mutual execution and recording of the Timber Deed, Grantee shall pay to Grantor a non-refundable payment for the volume of Sale Timber, as designated in the timber cruise performed under Section 6.5(c) above, pursuant to the tonnage valuation table attached hereto and incorporated herein as Exhibit J ("**Timber Deed Payment**"). Under no circumstances may Grantee harm, damage, clear, or harvest any Sale Timber prior to the Parties' mutual execution and recording of the Timber Deed and Grantor's receipt of the Timber Deed Payment.

(e) For all Sale Timber and Hardwood Pulp harvesting and hauling on the Easement Area, the Parties acknowledge and agree that they will select one contractor that is mutually agreeable to each Party to perform the harvesting and hauling work for both the Sale Timber and Hardwood Pulp in the Timber Removal Area. During the Timber Harvest Period, Grantor and Grantee will increase the frequency of their progress meetings pursuant to Section 6.3 as needed to facilitate the coordination and phasing of the Parties' respective clearing and harvesting activities on the Easement Area.

6.6 Maine Forest Practices Act Compliance. All timber removal and forest management activities caused or performed by the Parties shall comply with the Maine Best Management Practices, Maine Forest Practices Act ("**MFPA**"), all sustainability forest standards promulgated by the Sustainable Forestry Initiative, and all other rules and regulations of the Maine Forest Service, Maine Department of Agriculture, Conservation, and Forestry, and Maine Department of Environmental Protection. The Parties shall clean up or otherwise dispose of all slashing and debris created by the Parties, respectively, on the Easement Area as soon as may be practicable and in such manner and at such times as are provided by law and reasonably acceptable to Grantor.

(a) Grantor and Grantee shall work collaboratively and in good faith to ensure coordination with the Maine Forest Service and compliance with the MFPA, especially in light of Grantee's intended use of the Easement Area for the Project. Grantee shall not commence any harvesting, clearing, or hauling activities on the Easement Area without first obtaining adequate assurance from the Maine Forest Service that the planned activities, Project, and any other activities of Grantee on the Easement Area are compliant with the MFPA.

6.7 Pre-Construction Activities.

6.7.1 Engineering and Construction Drawings; Field Reviews. Grantee shall prepare engineering and construction drawings for all Project Improvements, and shall provide copies to Grantor as they are prepared. In connection with finalizing the drawings to be used for permitting and/or construction, Grantee shall conduct a field review with Grantor regarding the proposed on-site locations of the Project Improvements and Road Improvements to be constructed on the Easement Area or Additional Easement Areas. To the extent that Grantee receives comments from Grantor on such drawings prior to such field review, Grantee will revise such drawings to adjust the planned locations of the Project Improvements and Road Improvements to minimize the impacts on Grantor's ongoing and future management of the Property, provided that the adjustments do not materially impact expected performance or cost of the Project Improvement in question.

6.7.2 Pre-construction Site Restoration Estimate. No less than sixty (60) days prior to commencement of construction of the Project Improvements, Grantee shall provide Grantor with a draft "**Site Restoration Plan**", which shall describe the material steps to be taken to satisfy the decommissioning of the Project Improvements as described in Section 17.0 and shall provide a budget estimate for all costs likely to be incurred during the Decommissioning Period, which estimate shall be prepared or reviewed by an independent qualified engineer selected by Grantor at no cost to Grantor. Upon approval of the Site Restoration Plan, Grantee may use the cost estimate to satisfy its performance security measures required by Section 17.0.

6.8 Construction. Grantee shall provide its Commencement of Construction Notice no less than thirty (30) days prior to commencement of construction. Once construction of the Project Improvements is commenced, Grantee shall pursue completion of construction thereof with all due diligence. All Project Improvements shall be constructed in a professional, workmanlike manner in full compliance with the terms of all Permits, as mandated by the Legal Requirements, and consistent with all approvals of or reviews conducted by Grantor as provided for in this Agreement. Other than removal of timber by Grantor under Section 6.5, all work and other activities in relation to the construction of the Project Improvements shall be the sole responsibility, and at the sole expense, of Grantee. Except to the extent that it would contravene a Legal Requirement, terms or conditions of a Permit, or this Agreement, including without limitation this Section 6.8.1, Grantee shall adhere to commercially reasonable and prudent practices in the wind industry for construction management of wind power projects.

6.8.1 Road Standards. The Crane Road and all roads to be constructed, re-constructed, realigned or otherwise altered under the Road Easement shall meet all Grantor safety and engineering standards as set forth or referenced on Exhibit H (except where such standards are inconsistent with Grantee's requirements under this Agreement) and accepted Grantor construction practices, in addition to those required under the terms of applicable Permits and all Legal Requirements.

6.8.2 Road Conditions. All Road Improvements shall be completed by Grantee prior to use by Grantee for constructing the Project Improvements. All Road Improvements and the Crane Road shall be properly maintained during construction, and re-graded and restored (including resurfacing and maintenance of all drainage structures as necessary) to put them in a fully functional and maintained condition at the conclusion of the construction of the Project Improvements. All roads must meet, at a minimum, the requirements of the State of Maine Forest Practices rules and Grantor's road standards included in Exhibit H. Project Improvements to be placed in any roadway (both the Crane Road and the roads within the Road Easement Area) shall be buried 3 feet or deeper, with appropriate compaction of fill, and the location of any buried cables shall be conspicuously marked. To the extent feasible, Grantee shall minimize the placement of cables under the running surface of the roads. No Wind Turbine or other Project Improvement shall be sited so as to prevent the use by Grantor of any road on the Easement Area.

6.8.3 Create No Orphan Road Segments. Where a road is being constructed, reconstructed, realigned, or otherwise altered in a manner that isolates an existing road segment (such as an altered road curve) or otherwise renders an existing road segment unnecessary or superfluous to Grantor's needs (as solely determined by Grantor), Grantee shall reclaim such unneeded road segment as reasonably requested by Grantor and put in a condition so that the affected area can be reforested by Grantor.

6.8.4 Maintain Road System Functionality. Where roads being constructed, replaced, re-constructed or otherwise altered intersect or otherwise tie-in to other roads that will continue to serve any of the Property (as determined by Grantor), Grantee shall design and construct intersections with such other roads so that Grantor can continue to use them. In addition, should Grantee construct a road or road segment within the Road Easement that ties into a road on the property of another entity (either an existing road or road to be constructed on the property of the other entity), Grantee shall use commercially reasonable efforts to acquire rights for Grantor to use such road on the other entity's property for all lawful purposes, including without limitation forest management purposes, subject to Grantor's prior agreement to equitably share with Grantee the costs of acquiring such rights for Grantor.

6.8.5 Road Use by the Parties during Construction. During the construction period, Grantee shall be responsible for the Crane Road and all roads within the Road Easement Area, including any and all maintenance needs on such roads, except as provided for in this Section 6.8.5. Grantee shall be responsible for any and all winter weather maintenance (including snow plowing, if applicable) and shall promptly repair any damage done to the roads. Grantee shall be responsible for dust control to preclude fugitive road dust from reaching the property of adjoining landowners. Grantor may make administrative use of the roads during construction without contributing to maintenance costs. Grantor reserves the rights to use all roads for all emergency purposes and under other exigent circumstances, and for timber salvage. If Grantor wishes to use the Crane Road or the roads within the Road Easement for timber harvesting purposes during construction, the Parties shall develop and mutually agreeable plan for the same, including (i) the allocation of road maintenance costs between the Parties based on their respective road usage, and (ii) maintaining safe operations during any such period of shared use.

6.8.6 Slash abatement and other debris. All slash and other woody debris shall be disposed of in a manner in accordance with the State of Maine Forest Practices rules as well as environmental laws and other Legal Requirements, and as approved by Grantor.

6.8.7 Construction Safety and Fire Prevention. Grantee shall comply with the safety requirements and program set forth in Exhibit F and the fire control requirements of Exhibit G.

6.8.8 Construction Security. Grantee shall be solely responsible for establishing and maintaining security measures during construction. Prior to commencement of construction, Grantee shall prepare a security plan for the construction

period, which shall be implemented at the sole cost of Grantee. At a minimum, such plan shall provide for the following measures or elements: guards, law enforcement liaison, telephonic and radio communication systems and procedures, training, and emergency access procedures. The location of any fences and the location and design of any and all gates shall be reasonably approved in advance by Grantor.

6.9 Rock for Construction of Roads and other Project Improvements.

6.9.1 Excavated Rock. To the extent that Grantee necessarily excavates rock incident to, and as a requirement of, the construction of roads and Wind Turbine foundations, such rock may be used by Grantee for construction of Project Improvements, without any additional payment for such rock.

6.9.2 Additional Rock on the Easement Area. To the extent that Grantee needs additional rock for the construction of the Project Improvements, and desires to source such rock from the Easement Area, Grantee will work in cooperation with Grantor to find additional rock sources on the Easement Area to fulfill such requirements. Any such mining site must be approved in writing by Grantor in advance. Grantee shall prepare an operating plan and reclamation plan for such location(s), which plans must satisfy all Legal Requirements and the requirements of any required Permit. Upon review and approval of such plans by Grantor (and the obtaining of any required Permits, which shall be at Grantee's sole cost), Grantee may mine rock and produce gravel or other aggregates required for construction as provided for in the operating plan. The operating plan shall also require that Grantee either pay a road maintenance fee for all roads used for rock transport (other than the roads covered by the Road Easement and the Crane Road) or the payment of a road use fee as agreed to by the Parties to cover the impacts of Grantee's rock transport. Unless otherwise agreed to in writing, Grantee shall pay Grantor (or a Grantor subsidiary, as applicable) a production royalty of One Dollar Fifty Cents (\$1.50) per cubic yard of rock produced and removed from the mining site(s) under this Section 6.9.2; such payment shall be made within twenty (20) days following the end of each month in which rock was removed from the mining site(s). The foregoing rate will be subject to adjustment annually (beginning in the fourth calendar year after the year of the Effective Date) in proportion to the change in the CPI-U during the preceding calendar year, provided that the rate shall not be less in any year than it was in the previous year.

6.9.3 Additional Rock outside of the Easement Area. If and to the extent that Grantor identifies and approves the use of a source of rock on Grantor land outside of the Easement Area that Grantee wishes to use for the Project Improvements, the Parties will execute Grantor's standard form of mining lease (which may be executed by a Grantor subsidiary), which shall provide for compensation (royalty and road use fees) on the same basis as provided for in Section 6.9.2.

6.10 No Grantor Liability for Review. Grantor shall not be liable to Grantee, its contractors or suppliers, or to any other person for or on account of (i) any review, objection, recommendation, approval, failure to recommend or object, or any other act or failure of Grantor to act with respect to any engineering or construction plans or drawings reviewed

by Grantor, (ii) the requirement in this Agreement that a Project Improvement meet a Grantor standard, or (iii) any field-based or other review or approval by Grantor of or pertaining to any of the Project Improvements, whether a matter of location, design, construction method or means, or otherwise. Such limitation on liability of Grantor shall not affect Grantee's rights under Section 6.2.2 respecting review and/or approval by Grantor, upon which Grantee shall be entitled to rely, but in all cases Grantor shall have no liability for any property damage, personal injury, including death, or in relation to the performance or any or attribute of any Project Improvement.

6.11 No Site Support Services. Other than as expressly provided for in this Agreement, Grantor shall not be responsible for any matter in support of the construction of the Project Improvements, such being the sole responsibility of Grantee. Without limiting the generality of the foregoing, Grantor shall not be responsible for providing any utilities, power, water, sewer, telephone or other support services.

6.12 Layout Drawings. Within ninety (90) days following completion of construction of each major element of the Project Improvements, Grantee shall provide Grantor with copies of the final "construction record" drawings showing locations and dimensions of the Project Improvements.

7.0 OPERATING PERIOD.

7.1 Grantee's Responsibility. Subject only to the terms of this Agreement (including Section 7.3), the operation, maintenance, repair, and protection of the Project and all Project Improvements are the sole responsibility of Grantee, and shall be accomplished at Grantee's sole cost and expense. Grantor shall not be responsible for any matter in support of the Project Improvements, such being the sole responsibility of Grantee.

7.2 Operation and Maintenance Plans and Manuals. As Grantee develops draft operations and maintenance plans and manuals, it shall share copies with Grantor. No less than thirty (30) days prior to the commencement of operations, Grantee shall provide a final "**Operating Plan**" for review by Grantor, which shall address the following subjects at a minimum:

7.2.1 Health and Safety. Grantee shall address all matters identified in Exhibit E, tailored to the circumstances of the Operating Period.

7.2.2 Fire Prevention and Control. Grantee shall address all matters identified in Exhibit G, tailored to the circumstances of the Operating Period.

7.2.3 Security Plan. Grantee shall address all matters as required to be addressed in Section 6.8.8, tailored to the circumstances of the Operating Period.

7.2.4 Scope of Review. Grantee shall, in good faith, take into account any recommendations or comments by Grantor on the Operating Plan.

7.3 Road Use and Maintenance Agreement. No less than thirty (30) days prior to the commencement of operations, Grantee and Grantor shall confer and develop a mutually agreed-upon road maintenance plan and agreement for the Operating Period. Final discretion with respect to such plan shall be exercised by Grantor, provided that Grantee is assured use of the Road Easement Area and the Crane Road sufficient to perform all necessary maintenance and repair functions on the Project Improvements. Under the plan, (i) Grantee and Grantor shall share in the road maintenance costs in proportion to their use of the roads covered by the Road Easement and the Crane Road; and (ii) at Grantor's discretion, either Grantor or Grantee shall be designated as the responsible party for maintenance of these roads (or segments thereof), with the other Party to be billed on a periodic basis for their proportional share of maintenance and repair costs (based on usage), provided that Grantee shall be responsible for any and all snow plowing it needs to maintain winter access to the Project Improvements and all such snow plowing (and cost of any and all repairs necessitated by snow plowing) shall be at Grantee's sole cost and expense.

7.4 Annual Operational Review. From time to time as needed, and no less than annually, the Parties shall review their respective upcoming operations on the Easement Area to coordinate their respective activities, including without limitation maintenance of Project Improvements, timber and other forest product harvests, road maintenance, and other Grantor operations and activities. From time to time, Grantor may make exclusive use of a road covered by the Road Easement, and shall designate alternate routes for use by Grantee during such time and, if necessary, contingency plans for Grantee to access Project Improvements during exigent circumstances.

7.5 Periodic Reviews. No less than once every five (5) years, upon the request of either Party, the Parties shall review the Operating Plan and supporting documents and other procedures to ensure their continued timeliness and efficacy in facilitating the coordination of both Parties' activities and safe operation of the Project by Grantee.

8.0 LEGAL COMPLIANCE, SAFETY, FIRE PREVENTION AND CONTROL.

8.1 Legal Compliance. Grantee shall at all times comply with all laws, rules, regulations, orders, ordinances and other requirements of federal, state, local and other governmental bodies with respect to this Agreement ("**Legal Requirements**"), including, without limitation, all environmental laws, all laws in relation to any Hazardous Substance (as defined in Section 19.4) under the control of such Party, the Forest Practices Act and rules, and all safety and fire control laws. If any of Grantee's activities authorized by this Agreement contravenes a Legal Requirement, the Legal Requirement must be adhered to, and Grantee shall have no claim against Grantor on account thereof.

8.2 Contest of Legal Requirements. Grantee shall have the right, after prior written notice to Grantor, to contest the validity of any Legal Requirements imposed or sought to be imposed on Grantee or the Project (whether brought by a governmental body or otherwise) by appropriate legal proceedings, provided that Grantor shall not be exposed to any civil or criminal liability as a result of any such legal contest.

8.3 Indemnification. Grantee shall indemnify, defend and hold the Grantor Indemnified Parties harmless from any and all loss, claims and expenses (including reasonable attorneys' and experts' fees) resulting from (i) a failure or claimed failure of Grantee (or its agents or contractors) to adhere to any Legal Requirements or (ii) any contest by Grantee of any Legal Requirements as set forth in Section 8.2.

8.4 Notice of Claims. Grantee shall give Grantor prompt notice of any claim asserted or threatened to be asserted by any governmental body or other person or entity in relation to activities conducted under or contemplated by this Agreement.

8.5 Additional Safety and Fire Prevention and Control Requirements.

8.5.1 Comply with Grantor Safety and Fire Control Requirements. In addition to complying with all safety and fire control laws, Grantee shall at all times adhere to the safety and fire prevention and control requirements of Grantor that are otherwise applicable to operations in the Property and Easement Area, as those requirements may be updated from time to time. Grantor's current policies are attached as or referred to in Exhibits F and G, and may be amended and revised, from time to time, by Grantor with prior notice to Grantee. Grantee shall conduct such safety and fire prevention and control training for its employees, contractors and suppliers as Grantor may reasonably request. Under no circumstance shall Grantor be liable for any losses or damage to the Project Improvements caused by third parties, including without limitation, hunters, fishermen and other recreational users of the Property (including invitees), trespassers, or other person or entity.

8.5.2 Temporary Cessation of Wind Turbines for Operational Safety Issues. If and as reasonably necessary to ensure the safety of Grantor's operations on the Easement Area, Grantor may request that Grantee temporarily cease operation of one or more Wind Turbines for the minimum period of time necessary for Grantor to conduct timber harvest operations or other activities on the Property adjacent to such Wind Turbine(s) without endangering the safety of persons or property, such as overhead or nearby helicopter operations. Grantor will give Grantee as much notice as reasonably practicable, but not less than seventy-two (72) hours' advance notice of any such request, and shall cooperate with Grantee with respect to scheduling the curtailments to cause the least reduction in revenue generation as feasible.

8.5.3 Temporary Cessation of Operations for Emergency Conditions. Upon the reasonable request of Grantor, Grantee agrees to cease operation of one or more Wind Turbines as reasonably necessary to address an emergency situation on the Easement Area or to enable Grantor to take actions to prevent damage to its property, including without limitation forest fires. In such instance, Grantor will use all due diligence to address the emergency situation promptly so that Grantee may resume operation of the Wind Turbines as soon as practicable.

8.6 Removal of Safety and Fire Risk Violators from the Property. Grantor reserves the right to request that any person employed by Grantee or a contractor or supplier who violates a material safety or fire prevention requirement be permanently

excluded from the Property, and Grantee agrees to take the appropriate actions necessary to exclude such violator from the Property upon such request.

9.0 DATA SHARING; CONFIDENTIALITY.

9.1 Confidentiality. Except as provided for in Sections 9.2 and 9.3, Grantor and Grantee shall maintain in confidence all confidential and proprietary information of the other Party, including the financial terms and payments under this Agreement, Grantor's site, productivity, or timber stand data, harvest plans, wildlife survey data, methods of operation, methods of construction, meteorological data, and the like, provided that such confidential and proprietary information may be shared with a Party's employees, agents, consultants and financing parties, provided that in each case, each person receiving such information shall agree in writing and for the benefit of the Parties to this Agreement to be bound by the terms of this Section 9.1, and such agreements shall be provided to Grantor upon request. The Parties agree that the confidentiality obligation set forth herein shall end four (4) years after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, each Party is authorized to disclose information if compelled by law, and information will not be considered confidential or proprietary for purposes of this Agreement to the extent: (a) such information is now available or becomes available to the public without breach of this Agreement; (b) it was known by the receiving Party before receipt from the disclosing Party; (c) it is independently developed by the receiving Party without use of the disclosing Party's confidential or proprietary information; (d) it is lawfully obtained from a third party that has right to make such disclosure; or (e) it is explicitly approved for release by written authorization of the disclosing Party.

9.2 Data Sharing. At each anniversary of the Effective Date, Grantee shall deliver to Grantor summaries of data collected via the Study Improvements and other meteorological data collected pursuant to Section 2.3, and a copy of the Independent Wind Data Assessment (including any updates thereto). Grantor may use such data internally and share such data with its agents, employees, and consultants subject to Section 9.1. Upon termination of this Agreement and Grantor's request, Grantee shall deliver to Grantor copies of all reports relating to data collected pursuant to Sections 2.2 and 2.3, and, if requested, the raw underlying data (and the foregoing shall no longer be subject to Section 9.1).

9.3 Media Statements. To the extent feasible, Grantor and Grantee shall collaborate regarding any public statements which may identify, name, associate or discuss Grantor and which are made concerning this Agreement, and in no event shall Grantee make any public statement or release regarding the execution of this Agreement without giving Grantor seven (7) days notice and an opportunity to review and approve any portion of the statement or release referring to Grantor or this Agreement. Grantee may nonetheless make such public statements concerning itself and the wind development activities under this Agreement as may be deemed necessary or proper by Grantee so long as Grantor is not named, identified, associated, or discussed in connection therewith, excepting any references to Grantor as the owner of the Property that may be made in any public filings, permit applications or related correspondence, and meetings or hearings held in connection therewith.

10.0 INSURANCE.

10.1 Insurance Coverage. Prior to commencement of any activity under this Agreement, Grantee shall obtain and maintain in full force and effect during the term of this Agreement and during any other period during which Grantee or its successors, agents, and contractors are on the Property, at Grantee's sole expense, the following insurance coverages on Grantee's operations, which insurance shall be by companies with a Best's rating of no less than A-VII and otherwise acceptable to Grantor:

(a) Commercial General Liability (occurrence form) (CGL) covering bodily injury and property damage liability, including contractual, products and completed operations; and explosion, collapse and underground (xcu) with minimum limits of \$1,000,000 per occurrence, \$1,000,000 Aggregate Products - Completed Operations, and \$1,000,000 General Aggregate; Grantor shall be designated as an Additional Insured to be evidenced by delivery of a copy of the Additional Insured Endorsement and included with or attached to the Certificate of Insurance. Grantee's insurance or self-insurance shall be primary and non-contributory. Grantor's insurance or self-insurance is excess over all other available coverage;

(b) Business Automobile Liability (BAL) covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 per person and \$1,000,000 per accident for bodily injury and \$1,000,000 property damage or combined single limit of at least \$1,000,000;

(c) Workers' Compensation insurance providing benefits as required by law;

(d) Employer's Liability (EL), also known as Stop-Gap liability, with a minimum limit of \$500,000 per accident or illness;

(e) Umbrella Liability (occurrence form) covering bodily injury and property damage and applying above the CGL, BAL and EL referenced above with minimum limits of \$10,000,000 per occurrence and \$10,000,000 annual aggregate;

(f) Pollution Legal Liability Insurance with minimum limits of \$10,000,000 per claim and \$10,000,000 annual aggregate.

(g) Builders Risk Insurance providing coverage for all-risk or special form perils and to include delay in completion coverage. The Builders Risk policy(ies) shall include coverage for loss or damage caused by the perils defined as fire, lightning, wind, hail, explosion, aircraft, vehicles, theft, vandalism, malicious mischief, collapse, earth movement, volcanic eruption, mudflow, subsidence, sinkholes, flood, water damage, and windstorm; and coverage is to include loss from direct physical damage and delay in startup due to insured perils. Coverage is to extend to cover all Project Improvements including but not limited to towers, Wind Turbines, road work, road construction, bridges, culverts, retention areas,