

underground and vertical installations, transformers and other electrical equipment, and all other work and equipment destined for installation and erection at the sites.

**(h) Property Insurance** providing coverage for all-risk or special form perils to include replacement cost coverage for Project Improvements owned, leased, installed, constructed, maintained by the Grantee or in the possession of the Grantee. Perils insured shall be on an all-risk, special form, or equivalent policy form and include coverage for loss or damage caused by the perils of fire, lightning, wind, hail, explosion, aircraft, vehicles, theft, vandalism, malicious mischief, collapse, earth movement, volcanic eruption, mudflow, subsidence, sinkholes, flood, water damage, windstorm, mechanical breakdown, and electrical breakdown. Such coverage shall include protection from loss from direct physical damage and business interruption due to insured perils. Coverage shall extend to all Project Improvements including but not limited to towers, turbines, road work, road construction, bridges, culverts, retention areas, underground and vertical installations, transformers, other electrical equipment, and all work and equipment installed or erected at the sites owned by Grantor and leased to Grantee.

**10.2 Certificates of Insurance.** Grantee shall furnish Grantor with certificates of insurance evidencing the coverages required in Section 10.1, and Grantee shall require its insurance carriers to give Grantor at least thirty (30) days written notice prior to any change in or cancellation of coverage, in whole or in part. Any failure of Grantee's insurance carrier to give such notice shall be a default by Grantee. Grantor shall be designated as an Additional Insured evidenced by copy of Additional Insured Endorsement(s). Grantee's insurance shall be primary and non-contributory. All insurance or self-insurance of Grantor and its affiliates shall be excess of any insurance provided by Grantee. Nothing in this Section 10 shall reduce Grantee's obligations under this Agreement. Grantee's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement. The required insurance limits are minimums and will not limit the insurance available to Grantor as an Additional Insured.

**10.3 Performance and Payment Bonds; Closing of Financing.** Prior to commencement of construction of the Project Improvements on the Easement Area, Grantee shall deliver to Grantor either: (A) letters of credit, performance and payment bonds or other security reasonably satisfactory to Grantor to assure performance of all obligations under this Agreement (during the construction period) and payment to Grantee's contractors, subcontractors and vendors in an amount equal to 100% of contract values, or (B) evidence reasonably satisfactory to Grantor of the closing of construction financing for the Project construction and the ability of Grantee to satisfy any reasonable and customary conditions to the draw down of funds for construction of the Project and of any letters of credit, performance or payment bonds or other security provided to the construction lenders to evidence the availability, as of the construction financing closing date, of equity required to fund the equity contributions required to be made during the construction period, together with such assurances as Grantor deems sufficient in its reasonable judgment to ensure agreement continuance during the period of construction.

**10.4 Contractors / Subcontractors of Grantee.** In connection with each contract and subcontract entered into by Grantee for construction of any Project Improvement, Grantee shall require the following insurance coverages:

**(a) Commercial General Liability** (occurrence form), covering bodily injury and property damage liability, including contractual, products and completed operations and including coverage for explosion, collapse and underground (xcu) with minimum limits of \$5,000,000 per occurrence, \$5,000,000 Aggregate Products - Completed Operations, and \$5,000,000 General Aggregate; Grantor, Grantee and Grantee's Mortgagees shall be designated as Additional Insureds for both the completed operations and the ongoing operations of the contractor, to be evidenced by delivery of a copy of the Additional Insured Endorsement and included with or attached to the Certificate of Insurance. Insurance or self-insurance of contractors and subcontractors shall be primary and Grantor's insurance or self-insurance is excess over all other available coverage;

**(b) Loggers Broad Form** covering property damage loss to timber, whether standing or otherwise, owned by Grantor or its customers and being cut, harvested, or otherwise removed or transported by contractors and/or subcontractors. Loggers Broad Form coverage is to be carried by those contractors and subcontractors performing such work on behalf of Grantee. Limits of coverage shall be a minimum of \$1,000,000 each occurrence and \$1,000,000 annual aggregate;

**(c) Business Automobile Liability** 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;

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

**(e) Employer's Liability (EL)**, also known as Stop-Gap liability, with a minimum limit of \$1,000,000 per accident or illness;

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

**(g) Contractors Pollution Legal Liability** insurance with minimum limits of \$10,000,000 per claim and \$10,000,000 on the project to cover work of the Grantee, its contractors and all subcontractors.

## **11.0 LIENS AND ENCUMBRANCES.**

**11.1 Grantor Not Liable.** In no case shall Grantor be liable for any labor, services or materials furnished to Grantee by any contractor, subcontractor (at any tier), supplier, or consultant.

**11.2 Construction Liens.** Grantee shall not permit any mechanics, construction, or other lien or encumbrance to be filed or imposed against the Easement Area or the Property for labor, services, supplies, equipment or materials purchased by Grantee or as a result of Grantee's activities under this Agreement. If any lien or encumbrance shall at any time be filed or imposed against the Property, the Easement Area or the fee estate or reversionary interest of Grantor therein, Grantee shall cause the lien or encumbrance to be discharged of record or bonded over within sixty (60) days after notice of the filing or imposition by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law. If Grantee fails to cause the lien or encumbrance to be discharged within the sixty (60)-day period, then in addition to any other right or remedy of Grantor, Grantor shall be entitled but not obligated to discharge the lien or encumbrance either by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings. In any event, Grantor shall be entitled to compel the prosecution of an action for the foreclosure of any lien or encumbrance by the lien or and to pay the amount of the judgment for and in favor of the lienor with interest, costs, and allowances if Grantor elects to take this action. All amounts paid by Grantor and all of its costs and expenses in connection with the actions taken by Grantor, including court costs, reasonable attorneys' fees, and interest at twelve percent (12%) per annum, shall be paid by Grantee to Grantor promptly on demand by Grantor.

## **12.0 TAXES.**

**12.1 Taxes and Other Charges Imposed on Grantee.** Grantee shall be solely responsible for payment of all taxes, assessments, duties and other similar charges assessed or levied against Grantee or on account of the Project Improvements or this Agreement, including without limitation any and all activities related to their design, construction, operation and decommissioning. Grantee will also pay when due all charges for gas, water, electricity, telephone services and other utilities obtained and used by Grantee on the Easement Area.

**12.2 Taxes Imposed on Easement Area or Grantor.** Grantee shall pay any increase in real property taxes and any deferred real property taxes and related penalties or charges, including, but not limited to, any rollback taxes, or Tree Growth Tax Law (36 M.R.S. § 571 et seq. ("TGTL")) withdrawal penalties levied or assessed against the Property and attributable to the installation, construction or presence on the Property (including the Easement Area) of Project Improvements installed or owned by, or otherwise under the control of Grantee. Subject to this Section 12.2, Grantor shall pay when due all property taxes and other amounts that may become due respecting the Property, provided, however, Grantee shall be required to prepare all plans and filings for withdrawal of the Easement Area and Additional Easement Areas from TGTL that are attributable to the Grantee's Project Improvements and activities on the Property, and pay directly to the assessing authority any fee, penalty or assessment related thereto. Grantee may contest the legal validity or amount of any taxes or assessments payable by it hereunder, and may institute such proceedings as Grantee considers necessary or appropriate in connection therewith, in the name of Grantor (but only if the same is required), and with its reasonable cooperation, and may withhold or defer payment thereof or pay the same under protest, subject to the requirements of Section

**11.0.** The Parties will cooperate with each other in arranging for any necessary segregation of taxes.

**12.3 Tax Incentives.** Grantor acknowledges that Grantee may desire to seek, at Grantee's sole cost and expense, certain economic development incentives, including, but not limited to, ad valorem tax abatements, in connection with Grantee's decision to locate and operate the Project and the Improvements on the Easement Area. All such incentives, including tax abatements, shall accrue to the benefit of Grantee. Grantor agrees that it will reasonably cooperate with Grantee's efforts to obtain such incentives, at Grantee's sole cost and expense, but Grantee acknowledges and agrees that Grantor shall have no other obligation with respect to such incentives, and in no event shall Grantor be required to convey its fee title to the Easement Area to any governmental agency or authority. All costs and expenses incurred by Grantor in connection with following Grantee's instructions or otherwise in connection with obtaining and implementing such economic development incentives, including without limitation, reasonable attorneys' fees and expenses incurred by Grantor's counsel in connection with such transaction, shall be paid for by Grantee as additional rent hereunder. Grantor shall have no liability or responsibility whatsoever with respect to any fees or payments in lieu of taxes, or in the event the abatement shall be deemed unenforceable or unavailable at any time during the Term of this Lease, and the risk thereof shall be the sole responsibility of Grantee. Grantee shall and does hereby agree to indemnify, defend and hold harmless Grantor and Grantor's Related Persons, from and against any and all losses, costs, expenses, damages, liabilities, suits, actions, recoveries and judgments of every nature or description (including, without limitation, reasonable attorneys' and experts' fees and disbursements), incurred in connection with, arising out of or resulting from: (i) any application, agreement, document or instrument initiated by Grantee evidencing or relating to any incentives or tax abatement; (ii) any default by Grantee in the performance of any of the terms, covenants or conditions of any such application, agreement, document or instrument; and (iii) any charges against the Grantee or Grantor on account of the Project and/or Improvements installed on the Easement Area. The foregoing indemnity shall survive the expiration of the Term or the earlier termination of this Lease.

### **13.0 ASSIGNMENT AND SUBLETTING.**

**13.1 By Grantee.** Except as provided elsewhere herein, Grantee may not assign this Agreement, grant any sub-easement or interest in the Easement Area, or grant any sub-easement or interest in the Transmission Easement, Road Easement or any other portion of the Property that is the subject of or affected by this Agreement, in whole or in part without the prior written consent of Grantor, and any attempt to do so without Grantor's consent shall be of no legal effect. Grantor shall not unreasonably withhold or delay its consent, provided that in the case of an assignment or sub easement to any entity that is to own the Project, Grantee shall demonstrate, to the reasonable satisfaction of Grantor, that (i) such proposed assignee or sub-Grantee or any controlled affiliate or contractor that is to be responsible for development and/or operation of the Project has in the sole reasonable determination of Grantor at least five (5) years' successful experience in developing and operating wind energy facilities; and (ii) the proposed assignee or sub-Grantee has the

financial ability to meet the obligations of this Agreement. So long as Grantee is then in compliance with its obligations under this Agreement and has made all payments hereunder, Grantor and Grantee, upon Grantee's request, shall execute a mutually acceptable form of release of Grantee from all of its obligations under this Agreement. In no case will Grantee seek to make an assignment of a part of this Agreement such that the Wind Turbines would be operated by more than one entity. Notwithstanding the foregoing, no consent shall be required for changes to the ownership or membership of Grantee that does not result (by one or a series of transfers) in a (direct or indirect) change of control of Grantee, and Grantee may assign this Agreement without Grantor's consent in connection with a corporate reorganization that does not result in a change in control of the beneficial ownership of a Grantee entity.

**13.2 By Grantor.** Without the consent of Grantee, Grantor may assign this Agreement to a subsidiary or affiliate (including without limitation Weyerhaeuser NR Company), in whole or in part, and may assign this Agreement in whole or in part to a purchaser of the Property or a portion thereof or interest therein covered by this Agreement or the Additional Easements. Grantor may also assign or otherwise transfer to a subsidiary any of its rights to timber located on the Easement Area, the Additional Easement Areas or elsewhere on the Property. Grantor will provide Grantee with written notice of any of the foregoing assignments, but failure to do so shall not affect the validity of the assignment. Grantor may also grant third parties rights of use on and over the roads within the Road Easement Area and the Crane Road, in accordance with the terms of this Agreement, provided that during the Development Period, Grantor will provide notice thereof and shall require such user(s) to coordinate their use with Grantee.

#### **14.0 LIABILITY AND INDEMNIFICATION.**

**14.1 LIMITATION OF LIABILITY.** GRANTOR AND GRANTOR'S RELATED PERSONS SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, DAMAGES, COSTS, DEATH OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY (A) ARISING BY OR FROM GRANTEE'S ACTIVITIES OR OPERATIONS (1) ON THE PROPERTY (INCLUDING WITHOUT LIMITATION THE EASEMENT AREA AND ADDITIONAL EASEMENT AREAS), (2) IN RESPECT TO THE PROJECT IMPROVEMENTS, (B) WHICH IS OTHERWISE CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF GRANTEE OR ANY OF GRANTEE'S RELATED PERSONS OR (C) ARISING BY OR FROM ANY ACCIDENT, FIRE, OR OTHER CASUALTY ON OR TO THE PROJECT IMPROVEMENTS OR ON THE PROPERTY (THE "LOSSES"). IN ADDITION, GRANTEE, ON ITS OWN BEHALF AND ON BEHALF OF ALL GRANTEE'S RELATED PERSONS, IRREVOCABLY WAIVES: (A) ALL CLAIMS AGAINST THE GRANTOR AND GRANTOR'S RELATED PERSONS FOR ANY LIABILITY FOR ANY LOSSES, CLAIM, DAMAGES, COSTS, DEATH OR INJURY TO ANY PERSON (INCLUDING WITHOUT LIMITATION THE GRANTEE OR GRANTEE'S RELATED PERSONS) CAUSED OTHER THAN BY THE GROSS NEGLIGENCE OR INTENTIONAL ACT OF ONE OR MORE OF GRANTOR OR GRANTOR'S RELATED PERSONS; AND (B) ALL CLAIMS ON ITS BEHALF AGAINST THE GRANTOR OR GRANTOR'S RELATED PERSONS FOR ANY THEFT OF, VANDALISM OR OTHER DAMAGE TO THE PROJECT IMPROVEMENTS OR OTHER PROPERTY OF THE GRANTEE OR THE GRANTEE'S RELATED PERSONS, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM PERSONS

RECREATING ON OR ABOUT THE PROPERTY, INCLUDING CAMPERS, HUNTERS, FISHERS AND OTHERS.

**14.2 MUTUAL INDEMNITY.** EACH PARTY SPECIFICALLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD THE OTHER PARTY AND SUCH OTHER PARTY'S RELATED PERSONS (AS DEFINED BELOW) HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, EXPENSES, REASONABLE ATTORNEYS' FEES, DAMAGES, LIABILITIES, SUITS, ACTIONS, RECOVERIES AND JUDGMENTS OF EVERY NATURE OR DESCRIPTION, WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE VIOLATION OF ANY STATUTE, ORDINANCE OR REGULATION, INCLUDING BUT NOT LIMITED TO APPLICABLE ENVIRONMENTAL LAWS, U.S. DEPARTMENT OF ENERGY OR LOCAL STATE OR COUNTY REGULATIONS, OR OUT OF THE USE AND OCCUPANCY OF THE EASEMENT AREA OR ADDITIONAL EASEMENT AREAS AND ANY AND ALL OPERATIONS OR OTHER WORK OR SERVICES CONTEMPLATED OR UNDERTAKEN THEREON BY SUCH PARTY OR ITS RELATED PERSONS TO PERFORM THE SAME, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER PARTY AND/OR SUCH OTHER PARTY'S RELATED PERSONS. IN EXECUTING THIS AGREEMENT, THE PARTIES EXPRESSLY AGREE TO THE ABOVE INDEMNITY PROVISIONS AND EACH PARTY INTENDS TO SPECIFICALLY BIND ITSELF TO INDEMNIFY THE OTHER PARTY IN EVERY INSTANCE SET FORTH ABOVE. AS USED HEREIN THE TERM "**RELATED PERSONS**" SHALL MEAN ANY AFFILIATES, CONTRACTORS, EMPLOYEES, LESSEES, SUBLESSEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, LICENSEES, INVITEES, GUESTS, DIRECTORS, OFFICERS, SUCCESSORS AND/OR ASSIGNS OF A PARTY.

#### **15.0 CONDEMNATION.**

**15.1 Interests of Parties.** If any portion of the Easement Area or an Easement Area is taken for public or quasi-public purposes by condemnation in any action or proceeding in eminent domain, or is transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Grantor and Grantee in the award or consideration for the taking or transfer and the effect of the taking or transfer on this Agreement shall be governed by this Section 15.0.

**15.2 Termination on Total or Partial Taking.** In the event Grantor receives notification of any condemnation proceedings affecting the Easement Area, or any part thereof, Grantor will provide notice of the proceedings to Grantee within ten (10) business days. If a condemning authority takes the Easement Area or any part thereof that is sufficient, in Grantee's sole determination, to render the Easement Area unsuitable for Grantee's activities under this Agreement, then this Agreement will terminate as of the date the title vests in the condemning authority; provided however, that if the easement interest in this Agreement is condemned, then the condemning authority will succeed to the interest of the Grantee as provided by law and this Agreement will continue in effect. In the event this Agreement is not terminated by the Grantee as provided for in the previous sentence, then this Agreement shall continue in effect as to the portion of the Easement Area not taken or transferred.

**15.3 Allocation of Just Compensation.** In the event of an award of just compensation with respect to this Agreement, Grantor and Grantee will each be entitled to an allocation of such award in accordance with their respective interests. Grantor's interest shall be determined by capitalizing the income being received and projected to be received under this Agreement, using a 12% capitalization rate. The Grantee's interest shall be calculated by considering the depreciated value of the Project Improvements in place as an ongoing operation. It is specifically recognized by the Parties that the Grantor's capitalized revenue and the Grantee's improvement value may or may not add up to the amount of the just compensation award. In such a case, the allocation of the award or any settlement shall be based upon the ratio of the Grantor's interest to the Grantee's interest as determined above, with that ratio multiplied times the award or settlement, with each Party to receive their proportionate share of the award.

## **16.0 FINANCING.**

**16.1 Mortgages Permitted.** Grantee and any Assignee (as hereinafter defined) shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement, the Easement Area, the Wind Turbines or the Project Improvements (each, a "**Mortgagee**").

**16.2 Notice of Mortgagees.** Whenever Grantee or any Mortgagee has mortgaged or assigned to a Mortgagee any interest in this Agreement or the Easement Area or has conveyed a sub-easement or other interest in the Easement Area pursuant to Section 13.0 above, it will give Grantor notice of the mortgage, assignment or conveyance (including the address of the Mortgagee or assignee for notice purposes), provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Grantor with respect to such mortgage, assignment or conveyance until such notice is given.

**16.3 Limitations of Mortgagee Liability.** Any Mortgagee or other party who acquires Grantee's interest pursuant to foreclosure or assignment in lieu of foreclosure that does not directly hold an interest in this Agreement, or that holds an interest, lien or security interest in this Agreement solely for security purposes, shall have no obligation or liability under this Agreement prior to the time such Mortgagee or assignee directly holds an interest in this Agreement, or succeeds to absolute title to such interest, or to this Agreement. Any such Mortgagee or assignee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such interest or absolute title.

**16.4 Certificates and Consents.** Within fifteen (15) business days after written request therefore, Grantor shall execute such estoppel certificates (certifying as to such truthful matters as Grantee or a Mortgagee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case, and that this Agreement remains in full force and effect), consents to collateral assignment and non-disturbance agreements as Grantee or any Mortgagee may request from time to time, which consents shall be given by Grantor in its sole discretion but which shall not be unreasonably

withheld, it being intended that any such estoppel certificates and consent to collateral assignment may be relied upon by any Mortgagee or prospective Mortgagee, or any assignees or prospective assignees of any Mortgagee, or any prospective or actual purchaser or transferee of all or a part of Grantee's interest under this Agreement or any of the Project Improvements.

**16.5 Rights of Mortgagee.** Any Mortgagee of which Grantor has notice shall, for so long as its mortgage or other security interest is in existence, be entitled to the protections granted in this Agreement and the following rights: (i) to assign its security interest, (ii) to enforce its lien and acquire title to the easement estate by any lawful means; (iii) to take possession of and operate the Project Improvements located on the Easement Area or any portion thereof in accordance with the terms of this Agreement and to perform all obligations to be performed by Grantee under this Agreement, or to cause a receiver to be appointed to do so; (iv) to acquire the easement estate of Grantee by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the easement estate to a third party.

Grantor's consent shall not be required for the acquisition of Grantee's easement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure provided that upon such transfer, such third party (i) pays Grantor any amounts that are due Grantor from Grantee, (ii) delivers evidence of insurance in compliance with Section 10, above, and (iii) agrees in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by Grantee.

**16.6 Notice of Default; Opportunity to Cure.** As a precondition to exercising any rights or remedies for any alleged default under this Agreement, Grantor shall give written notice of the default to each Mortgagee concurrently with delivery of such notice to Grantee or an assignee, as applicable, specifying in detail the alleged default and the required remedy. In the event Grantor gives any such notice, the following provisions shall apply:

**16.6.1** The Mortgagee shall have the same period after receipt of the default notice as is given to Grantee to remedy or cause to be remedied the default plus, in each instance, (i) an additional thirty (30) days after receipt of the default notice in the event of any monetary default (meaning any failure to pay when due any fees or other charges, real property taxes, insurance premiums or other monetary obligation under this Agreement); and (ii) an additional thirty (30) days after receipt of the default notice in the event of any other type of default, provided that such 30-day period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such default by obtaining possession of the Easement Area (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. Mortgagees shall have the absolute right to do any act or thing required to be performed by Grantee or an assignee under this Agreement, and any such act or thing performed by a Mortgagee shall be as effective to prevent a default under this Agreement and/or a forfeiture of any rights under this Agreement as if done by Grantee or the assignee itself.



**16.6.2** During any period of possession of the Easement Area by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid the fees and all other monetary charges payable by Grantee or any assignee that have accrued and are unpaid at the commencement of such period and those that accrue thereafter during such period. Following acquisition of Grantee's or an assignee's easement estate by the Mortgagee or its assignee or designee as a result of foreclosure or assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Mortgagee or other party acquiring title to the easement estate shall, as promptly as reasonably possible, commence the cure of all other defaults hereunder and thereafter diligently process such cure to completion, whereupon Grantor's right to terminate this Agreement based upon such defaults shall be deemed waived; provided, however, the Mortgagee or other party acquiring title to the easement estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("**Non-Curable Defaults**"). Non-curable defaults shall be deemed waived by Grantor upon completion of foreclosure proceedings or acquisition of Grantee's or Assignee's interest in this Agreement by such party.

**16.6.3** Upon the sale or other transfer of the easement interests acquired pursuant to foreclosure or assignment in lieu of foreclosure, the Mortgagee or other acquiring party shall have no further duties or obligations hereunder.

**16.6.4** Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Agreement as long as all Fees and all other monetary charges payable by Grantee under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.

**16.7 New Agreement to Mortgagee.** If this Agreement terminates as a result of Grantee's default or if the easement estate is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights and, within ninety (90) days after such event, Grantee or any Mortgagee shall have arranged to the reasonable satisfaction of Grantor for the payment of all fees or other charges due and payable by Grantee as of the date of such event, then Grantor shall execute and deliver to such Mortgagee or its Assignee or designee, as the case may be, a new agreement to the Easement Area and Additional Easement Areas that shall be (i) effective as of the date of the termination of this Agreement, (ii) upon the same terms, covenants, conditions and agreements as contained in this Agreement, and (iii) subject to any existing subeasements entered into pursuant to this Agreement, provided that the subgrantees are not then in default. Upon the execution of any such new agreement, the Mortgagee shall (i) pay Grantor any amounts which are due Grantor from Grantee or any subGrantee or assignee, (ii) pay Grantor any and all amounts that would have been due under this Agreement (had this Agreement not been terminated) from the date of termination to the date of the new agreement, (iii) perform all other obligations of Grantee and any assignee or subgrantee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iv) agree in writing to perform, or cause to be performed, all non-monetary obligations that have not been performed by Grantee or

any applicable subgrantee or assignee that would have accrued under this Agreement up to the date of commencement of the new agreement, except those obligations that constitute Non-Curable Defaults.

The provisions of this Section 16.7 shall survive termination of this Agreement and shall continue in effect thereafter and, from the effective date of termination to the date of execution and delivery of such new agreement, such Mortgagee may use and enjoy said Easement Area without hindrance by Grantor or any person claiming by, through or under Grantor, provided that all of the conditions for a new agreement as set forth in this Section are complied with.

Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists an unpaid Mortgagee, and as long as Grantor's fees and other charges payable under this Agreement are being paid, this Agreement shall not be terminated, modified or amended, and Grantor shall not accept a surrender of all or any part of the Easement Area or Additional Easement Areas or a cancellation or release of this Agreement from Grantee, prior to expiration of the Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by each Mortgagee as if it were a party named in this Agreement.

**16.8 No Merger.** There shall be no merger of this Agreement, or of the easement estate created by this Agreement, with the fee estate in the Easement Area by reason of the fact that this Agreement or the easement estate or any interest in the easement estate may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Easement Area, and all persons (including each Mortgagee) having an interest in this Agreement or in the estate of Grantor and Grantee shall join in a written instrument effecting such merger and shall duly record the same.

**16.9 Title Review; Cooperation.** Grantor shall cooperate with Grantee to obtain nondisturbance, subordination and other title curative agreements, in a form and containing provisions reasonably acceptable to the Parties, from any person with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the portions of the Property covered by this Agreement or the Additional Easements to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Grantee under this Agreement. If Grantee and Grantor are unable to obtain such agreements from any third party holding an interest in such portions of the Property, Grantee, in addition to any other rights provided for herein, shall be entitled (but not obligated) to make payments in fulfillment of Grantor's obligations to such third party and may offset the amount of such payments from amounts due Grantor under this Agreement. Grantor shall also provide Grantee with any further assurances and shall execute such estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Grantee pursuant to Section 16.4, above.

**16.10 Amendments.** At Grantee's request and sole expense, Grantor shall amend this Agreement to include provisions that may reasonably be requested by a proposed Mortgagee; provided, however, that such amendment is not contrary to any express term set forth herein, does not impair any of Grantor's rights under this Agreement or increase the burdens or obligations of Grantor or the Property hereunder or alter the economic terms hereof. Upon the request of any Mortgagee and at Grantee's sole expense, Grantor shall execute additional instruments as reasonably required to evidence such Mortgagee's rights under this Agreement, provide such additional instruments are in form and substance satisfactory to Grantor.

## **17.0 DECOMMISSIONING OF PROJECT IMPROVEMENTS.**

**17.1 Surrender of Property; Removal of Project Improvements.** On the termination of this Agreement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area and Transmission Easement Area and Road Easement Area to Grantor. Grantee agrees and hereby covenants to (i) upon written request by Grantor, execute and record a quitclaim deed to Grantor of all of Grantee's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated and (ii) dismantle and remove all Project Improvements, fixtures and other property owned or installed by Grantee or its affiliates on the Property (provided that all footings and foundations shall be removed to a depth of three (3) feet below the surface of the ground and covered with soil, except for the Wind Turbine foundations, which shall be covered with soil after removing all bolts or other steel extending above the concrete) within one year from the date of termination. Grantee shall cause the Easement Area to be re-graded to restore all slopes to their original or other usable grade. Notwithstanding anything to the contrary, upon Grantor's consent, Grantee may, but shall not be obligated, to allow roads, foundations, buildings, structures, and other improvements to remain so long as doing so does not violate any Permits or Legal Requirements. If Grantee fails to remove the Project Improvements from the Property within one year of termination of this Agreement (such period to be the "**Decommissioning Period**"), Grantor may do so, in which case Grantee shall reimburse Grantor for reasonable and actual costs of removal incurred by Grantor, less any salvage value received by Grantor, within thirty (30) days after receipt of an invoice from Grantor, or, alternatively, Grantor may elect to treat all such Project Improvements as abandoned by Grantee and as Grantor property. During such Decommissioning Period, the terms and conditions of this Agreement shall continue to apply, as if this Agreement remained in full force and effect, including the Grantee's obligation to indemnify the Grantor and provide evidence of continued insurance coverages. In addition, Grantee shall reimburse Grantor for all commercially reasonable costs to reforest the Setback Easement areas to the then-current Grantor's standard reforestation requirements and the requirements of the State of Maine Department of Environmental Protection including site preparation, seedlings, and planting and replanting costs.

**17.2 Performance (Reclamation) Bond.** Prior to commencement of construction of any Project Improvements, Grantee shall provide a surety bond, letter of credit, cash deposit (to be held in escrow) or other security in a form reasonably acceptable to Grantor and in an amount sufficient to cover the costs of removal and disposal of the Project

Improvements and costs of restoration of the surface of the Easement Area, including without limitation the actions described in Section 17.1. The initial amount of such bond or undertaking shall be based on Grantee's initial estimate of the decommissioning costs (as reviewed and approved by Grantor under Section 6). The amount of the bond or other undertaking shall be reviewed at least every five (5) years from the Commercial Operation Date, and if a reasonable estimation of the decommissioning cost shall have increased from the Commercial Operation Date, the bond or undertaking shall also be increased consistent with such estimate. The revised estimate shall be obtained (at no cost to Grantor) from an independent contractor selected by Grantor. Lessee's obligations under this Section may be satisfied with a single bond identifying more than one holder (obligee) as long as the aggregate amount of the bond is sufficient to support the obligations herein.

## **18.0 DEFAULT.**

Each of the following events shall constitute an event of default by the Parties and, subject to Section 17.2 above, shall permit the non-defaulting party to terminate this Agreement and/or pursue all other available remedies, subject to the terms of this Agreement:

**18.1 Payments.** The failure or omission by either Party to pay amounts required to be paid hereunder when due, and such failure or omission has continued for thirty (30) days after written notice from the other Party;

**18.2 Other Obligations.** The failure or omission by either Party to observe, keep or perform any of the other terms, agreements or conditions set forth in this Agreement, and such failure or omission has continued for thirty (30) days after written notice from the other Party, provided that such 30-day period shall be extended for the time reasonably required to complete such cure (unless the matter in question is not capable of being reasonably cured), provided further the Party undertaking such cure acts with reasonable and continuous diligence to effect such cure;

**18.3 Bankruptcy.** A Party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver files against it and such involuntary petition or request is not dismissed within sixty (60) days after filing; or

**18.4 Non-use.** Abandonment of the Project by Grantee or cessation of operation or removal from the Easement Area of at least fifty percent (50%) of the Wind Turbines comprising the Project, in each case for a continuous period of three (3) years (subject to Section 22.8).

## **19.0 GRANTEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**

**19.1 Authorization.** Grantee represents and warrants that it is authorized to do business in the State of Maine.

**19.2 Compliance with Law.** Grantee shall at all times comply with all Legal Requirements, subject to Section 8.2, with respect to all matters related to this Agreement and as otherwise may be applicable to Grantee's operations on and use of the Easement Area, Road Easement Area and the Transmission Easement Area.

**19.3 Liens.** Grantee shall keep the Property at all times free and clear of any liens for labor, services, supplies, equipment or materials purchased by Grantee (or anyone acting on behalf of Grantee).

**19.4 Hazardous Substances.** Grantee shall not use, store, dispose of or release on the Property or cause or permit to exist or be used, stored, disposed of or released on the Property as a result of Grantee's operations, any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, and per-and polyfluoroalkyl substances and similar PFAS compounds ("**Hazardous Substance**"), except in such quantities as may be required in its normal business operations and only if such use is not harmful to Grantor or its employees or timberlands and is in material compliance with all applicable laws. Should any claim or action be brought against Grantee in connection with its operations with respect to any of the foregoing, Grantee shall immediately notify Grantor and shall indemnify Grantor from all costs associated with such claim or action now and in the future.

**19.5 Payment for Damage to Timber.** To the extent not addressed elsewhere in this Agreement, Grantee hereby agrees to pay Grantor for any damage to timber on the Property, including but not limited to site clearing caused by Grantor's operations, in an amount equal to the Acreage Charge applicable to the land on which such timber is or was situated, as determined in the manner set forth in Section 5.6.4.

**19.6 Acknowledgment of Grantor's Rights; Right of Grantee to Erect Fences.** Grantee acknowledges that Grantor currently uses the Property primarily for the purpose of growing and harvesting timber, and that Grantor makes available to the public the Property, including the Easement Area, for the purposes of recreational activities, including but not limited to, camping, hunting and fishing. Notwithstanding any other provision in this Agreement to the contrary, Grantee agrees that the growth of timber and harvesting thereof and the use of the Property for camping, hunting and fishing does not interfere (and shall not be construed to interfere) with Grantee's use of the Easement Area and Transmission Easement Area or other rights of Grantee under this Agreement. Grantee and Grantor shall cooperate so that Grantee may erect fences or other security measures around the perimeter of Wind Turbine bases as necessary in Grantee's reasonable judgment (or if Grantee does not take such measures, in the reasonable judgment of Grantor) to secure and protect the Wind Turbines and equipment provided, however, that Grantor shall have access to all fenced areas upon twenty-four (24) hours prior written notice to Grantee provided that Grantor personnel requesting access shall observe all reasonable rules of Grantee respecting conduct by persons within such fenced areas. Grantee will coordinate its activities with Grantor's timber harvesting activities in the manner set forth in Section 7.4, and that neither timber harvest so coordinated nor other matters coordinated in accordance with Section 8.5 shall be deemed to constitute interference with Grantee's rights under this Agreement.

**19.7 Due Investigation.** Grantee has had access to the Easement Area and Additional Easement Area and has had the opportunity to conduct any and all observations and tests of the conditions on the Property, including without limitation any surface, soil or subsurface conditions that may affect the Project, as well as the nature of the wind resource. Grantee acknowledges that Grantor has made no representations with respect to the Property and releases and discharges Grantor from any and all liabilities in connection with the conditions over, on or under the Property, including without limitation the suitability of the wind resources present during the Term of this Agreement (including without limitation the extent to which such resources may be affected over time by timber growth and removal on the Property by Grantor, as contemplated hereunder).

## **20.0 GRANTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**

**20.1 Grantor's Authority.** Grantor represents and warrants that Grantor and the person signing this Agreement on behalf of Grantor has the full and unrestricted power and authority to execute and deliver this Agreement and grant the interests herein granted. This Agreement constitutes the legal, valid, binding and enforceable obligation of Grantor. Except as identified in Exhibit A-1, all persons having any fee ownership or possessory interest in the surface area of the Easement Area and Transmission Easement Area are signatories to this Agreement. Grantor will provide an updated Exhibit A-1 to Grantee within six (6) months following the Effective Date. As of the Effective Date, the fee simple surface estate in the Property is subject to one or more encumbrances, mortgages, reservations, and other interests recorded in the real property records of Somerset County, Maine. Grantor makes no representations or warranties with respect to the mineral estate in the Property. No rights to convert the wind resources on the Easement Area or to otherwise use the Easement Area for wind energy purposes have been granted to or are held by any party other than Grantee or its affiliates.

**20.2 No Interference.** As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area and Transmission Easement Area in accordance with the terms of this Agreement without any unreasonable interference of any kind by Grantor or any party claiming through Grantor. Grantor shall not construct, build, locate or allow others to construct, build or locate any wind turbine or related equipment on the Easement Area.

**20.3 Understanding regarding Nameplate Capacity.** Grantor understands and acknowledges that the stated Nameplate Capacity of any Wind Turbines shall not be construed to be a representation or warranty by Grantee of the actual performance of the Wind Turbine in generating electrical power on the Easement Area.

**20.4 Hazardous Materials Use.** Except for the use of herbicides, insecticides, fungicides, fuels, lubricants and other materials common to forestry and other silvicultural operations, Grantor will not knowingly use, store, dispose of, or release a Hazardous Substance on the Easement Area except in material compliance with the laws applicable thereto.

**20.5 No Litigation.** To Grantor's knowledge, Grantor has not received written notice of any pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions, or governmental or regulatory investigations of any kind or nature whatsoever against Grantor challenging the validity or propriety of this Agreement, the documents to be executed in connection herewith, and/or transactions contemplated in this Agreement and/or such documents.

**20.6 Compliance with Laws.** Except as described below, to Grantor's knowledge, with respect to the Easement Area, as of the date of execution of this Agreement, (a) Grantor had not received any communication from any governmental authority alleging that the Property is in violation of any environmental law; and (b) no governmental authorization, approval, order, license, permit, franchise or consent, and no registration, declaration or filing with any governmental authority is required on the part of Grantor in connection with the execution, delivery and performance of Grantor's obligations under this Agreement.

**20.7 Grantor Knowledge Party.** For purposes of this Agreement, "Grantor's knowledge" shall mean the actual knowledge of Anthony Chavez, Senior Manager for Renewable Energy at Grantor, without a duty of inquiry.

## **21.0 DISPUTE RESOLUTION; LEGAL MATTERS.**

**21.1 Governing Law.** The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Maine without reference to its choice of law principles.

**21.2 WAIVER OF RIGHT TO JURY.** EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

**21.3 NO CONSEQUENTIAL DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF GRANTOR AND GRANTEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT. THE FOREGOING SHALL NOT BE CONSTRUED TO LIMIT ONE PARTY'S OBLIGATION TO DEFEND, INDEMNIFY

AND HOLD HARMLESS THE OTHER PARTY FOR A MATTER DESCRIBED IN SECTION 14.2 WHICH IS ATTRIBUTABLE TO A CLAIM BROUGHT BY AN UNAFFILIATED THIRD PARTY.

**21.4 Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration, litigation, or some other dispute resolution procedure. Any mediation, arbitration, or litigation proceedings will take place in Somerset County, Maine. The prevailing party in an arbitration or in litigation proceeding shall be entitled to recover its reasonable costs and expenses incurred in connection with such action, including reasonable attorneys' fees.

**21.5 Attorneys' Fees.** If any Party brings any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action of proceeding.

## **22.0 GENERAL PROVISIONS.**

**22.1 Entire Agreement.** This Agreement, including all Exhibits, contains the entire agreement of the Parties between Grantor and Grantee with respect to the subject matters addressed herein, superseding any and all prior or contemporaneous agreements, written or oral, between the Parties with respect thereto.

**22.2 Amendments.** Any and all amendments to this Agreement shall be effective only if made in writing and signed by both Parties.

**22.3 Notices.** Any notice to be given hereunder or that either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, or reputable overnight courier, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt request, or via email upon evidence of receipt by the primary addressee addressed to the following:

Grantor Primary Contact:  
Ben Dow  
[ben.dow@weyerhaeuser.com](mailto:ben.dow@weyerhaeuser.com)

Grantee Contact:  
John Kennedy  
549 South St,  
Quincy, MA 02169  
[jkennedy@jaycashman.com](mailto:jkennedy@jaycashman.com)



Either Party may change the foregoing from time to time by giving notice as provided in this Section 22.3. Such notice shall be considered effective upon receipt by the addressee.

**22.4 Waiver.** No waiver of any right under this Agreement shall be effective for any purpose unless in writing, signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or other provision of this Agreement.

**22.5 Headings.** The section headings contained in this Agreement are for purposes of references and convenience only and shall not limit or otherwise affect, in any way, the meaning of this Agreement.

**22.6 Interpretation.** The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, nor more strictly against, either Party.

**22.7 Partial Invalidity.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**22.8 Force Majeure.** If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "**Force Majeure**" means fire, earthquake, flood, pandemic or other casualty or accident, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility, or any other act or condition beyond the reasonable control of a party hereto. In no event shall a Force Majeure excuse any obligation by either Party to pay any and all amounts due and owing under this Agreement.

**22.9 Document Review Costs.** Grantee shall, within thirty (30) days of the receipt of a request for review of any documents, requests or matters in relation to Sections 13.0 or 16.0, or with respect to any other amendment to this Agreement requested by Grantee, reimburse Grantor for its reasonable costs and expenses (including direct internal costs and out-of-pocket external costs) therefor, provided that promptly following any such request for such review, Grantor has provided to the other Party a reasonable, not-to-exceed estimate of its costs and expenses.

**22.10 Recording.** As soon as practicable after the execution hereof, a this Agreement with the financial terms redacted shall be executed and recorded in Somerset County, Maine. Grantee shall pay any and all recording fees, taxes and other costs due on account of the recordings.

**22.11 No Partnership.** Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the Parties to this Agreement.

**22.12 Currency.** All references in this Agreement to payments are to United States currency, and all payments hereunder shall be in immediately payable funds.

**22.13 Exhibits.** The following Exhibits to this Agreement, including such exhibits as they may be revised or updated from time to time under the terms of this Agreement, shall be considered a part of this Agreement as if fully set forth in the body hereof:

Exhibit A	Map of Property and Easement Area
Exhibit A-1	Legal Description of Easement Area
Exhibit B	Transmission Easement Area - Description and Map
Exhibit B-1	Final Transmission Easement Area - Description and Map
Exhibit C	Map of Setback Easement Areas
Exhibit C-1	Revised or updated map(s) of Setback Easement Areas
Exhibit D	Preliminary Site Plan
Exhibit D-1	Final Site Plan (to be inserted per <u>Section 6.2</u> )
Exhibit E	Road Easement - Description and Map
Exhibit F	Safety Requirements
Exhibit G	Fire Prevention and Control Requirements
Exhibit H	Road Construction Standards
Exhibit I	Fee Schedule
Exhibit J	Timber Cruise Specifications
Exhibit K	Timber Deed Payment

**22.14 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

**22.15 Glossary of Defined Terms.** The following glossary provides references to the defined terms that apply to this Agreement, except where such definitions are specifically and expressly modified in a particular Section or subsection of this Agreement:<sup>1</sup>

“**Acresage Charge**” is defined in Section 5.6.4.

“**Additional Easement Areas**” is defined in Section 3.3.

“**Additional Easements**” is defined in Section 1.2.

<sup>1</sup> NTD: List of defined terms to be updated once this Agreement is final.

**"Additional Fees"** is defined in Section 5.5.  
**"Agreement"** is defined in the preamble.  
**"Commencement of Construction Notice"** is defined in Section 6.1.3.  
**"Commercial Operation Date"** is defined in Section 4.0.  
**"CPI-U"** is defined in Section 5.3.1.  
**"Crane Road"** is defined in Section 2.4.1(e).  
**"Decommissioning Period"** is defined in Section 17.1.  
**"Development Period"** is defined in Section 4.0.  
**"Development Period Fees"** is defined in Section 5.1.  
**"Easement Area"** is defined in Section 1.1 and described on Exhibit A-1.  
**"Effective Date"** is defined in the preamble.  
**"Electrical Collection System"** is defined in Section 2.4.1(b).  
**"Fees"** is defined in Section 5.3.  
**"Fixed Fees"** is defined in Section 5.3.1.  
**"Force Majeure"** is defined in Section 22.8.  
**"Forested Acres"** is defined in Section 2.7.  
**"Grantee"** is defined in the preamble.  
**"Grantor"** is defined in the preamble.  
**"Grantor Indemnified Parties"** is defined in Section 14.1.  
**"Gross Revenue"** is defined in Section 5.3.3.  
**"Hazardous Substance"** is defined in Section 19.4.  
**"Improvements"** are defined in Section 6.2.4.  
**"Independent Wind Data Assessment"** is defined in Section 2.8.2(b).  
**"Installation Fee"** is defined in Section 5.2.1.  
**"Land Use Manager"** shall mean the person identified in Section 22.3.  
**"Laydown Area"** is defined in Section 2.4.2.  
**"Legal Requirements"** is defined in Section 8.1.  
**"Losses"** is defined in Section 14.1.  
**"Milestones"** is defined in Section 6.1.5.  
**"Mortgagee"** is defined in Section 16.1.  
**"Nameplate Capacity"** is defined in Section 5.2.1.  
**"Non-Curable Default"** is defined in Section 16.6.2.  
**"O&M Facility"** is defined in Section 2.4.1(d).  
**"Operating Period"** is defined in Section 4.0.  
**"Operating Plan"** is defined in Section 7.2.  
**"Other Owner"** and **"Other Owners"** are defined in Section 5.7.1.  
**"Other Owner's Compensation"** is defined in Section 5.7.1.  
**"Payment Period"** is defined in Section 5.3.  
**"Percentage Fee Rate"** is defined in Section 5.3.2.  
**"Permanent Study Improvements"** are defined in Section 2.2.  
**"Permit Issuance Milestone"** is defined in Section 6.1.2.  
**"Permits"** is defined in Section 6.1.1.  
**"Preliminary Site Plan"** is defined in Section 2.4.1(e).  
**"Progress Meetings"** is defined in Section 6.3.  
**"Project"** is defined in Section 5.7.1.  
**"Project Control System"** is defined in Section 2.4.1(f).

- "Project Improvements"** is defined in Section 2.6.
- "Property"** is defined in Section 1.1.
- "Road Easement"** and **"Road Easement Area"** are defined in Section 3.3.
- "Road Easement Fee"** is defined in Section 5.6.1.
- "Road Improvements"** is defined in Section 3.3.
- "Setback Easement"** and **"Setback Easement Area"** are defined in Section 3.2.
- "Site Plan"** is defined in Section 6.2.
- "Site Restoration Plan"** is defined in Section 6.7.2.
- "Study Improvements"** is defined in Section 2.2.
- "Substation"** is defined in Section 2.4.1(c).
- "Term"** is defined in Section 4.0.
- "Transmission Easement"** and **"Transmission Easement Area"** are defined in Section 3.1.
- "Transmission Easement Fee"** is defined in Section 5.6.2.
- "Transmission Facilities"** is defined in Section 2.5.
- "Wind Turbine"** and **"Wind Turbines"** is defined in Section 2.4.1(a).
- "Wind Turbine Improvements"** is defined in Section 2.4.1.
- "Wind Turbine Pad"** is defined in Section 2.4.1(a).

**[Remainder of Page Intentionally Left Blank]**

In witness of the foregoing, the Parties have executed this Agreement to be effective on the Effective Date stated above.

**WEYERHAEUSER COMPANY, GRANTOR**

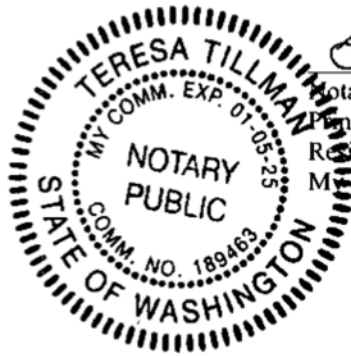
By: Diane M. Meyers  
Name: Diane M. Meyers  
Its: Vice President



STATE OF WASHINGTON )  
  )  
COUNTY OF KING        )

On this 16<sup>th</sup> day of March, 2021, before me personally appeared Diane M. Meyers to me known to be the vice President, of **WEYERHAEUSER COMPANY**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above mentioned.



Teresa Tillman  
Notary Public in and for the State of Washington  
Printed Name: Teresa Tillman  
Residing at: King County  
My appointment expires: Jan 05, 2025

In witness of the foregoing, the Parties have executed this Agreement to be effective on the Effective Date stated above.

**WEYERHAEUSER COMPANY, GRANTOR**

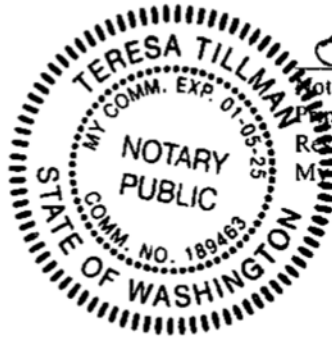
By: Diane M. Meyers  
Name: Diane M. Meyers  
Its: Vice President



STATE OF WASHINGTON )  
  )  
COUNTY OF KING        )

On this 16<sup>th</sup> day of March, 2021, before me personally appeared Diane M. Meyers to me known to be the vice President, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above mentioned.



Teresa Tillman  
Notary Public in and for the State of Washington  
Printed Name: Teresa Tillman  
Residing at: King County  
My appointment expires: Jan. 05, 2025

In witness of the foregoing, the Parties have executed this Agreement to be effective on the Effective Date stated above.

**WESTERN MAINE RENEWABLES, LLC,  
GRANTEE**

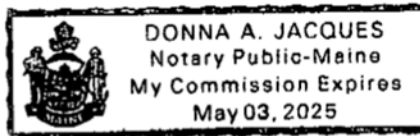
By: *Rick C Leonard* By: \_\_\_\_\_  
 Name: Rick C. Leonard Name: \_\_\_\_\_  
 Its: Manager Its: \_\_\_\_\_

STATE: MAINE  
COUNTY: Somerset

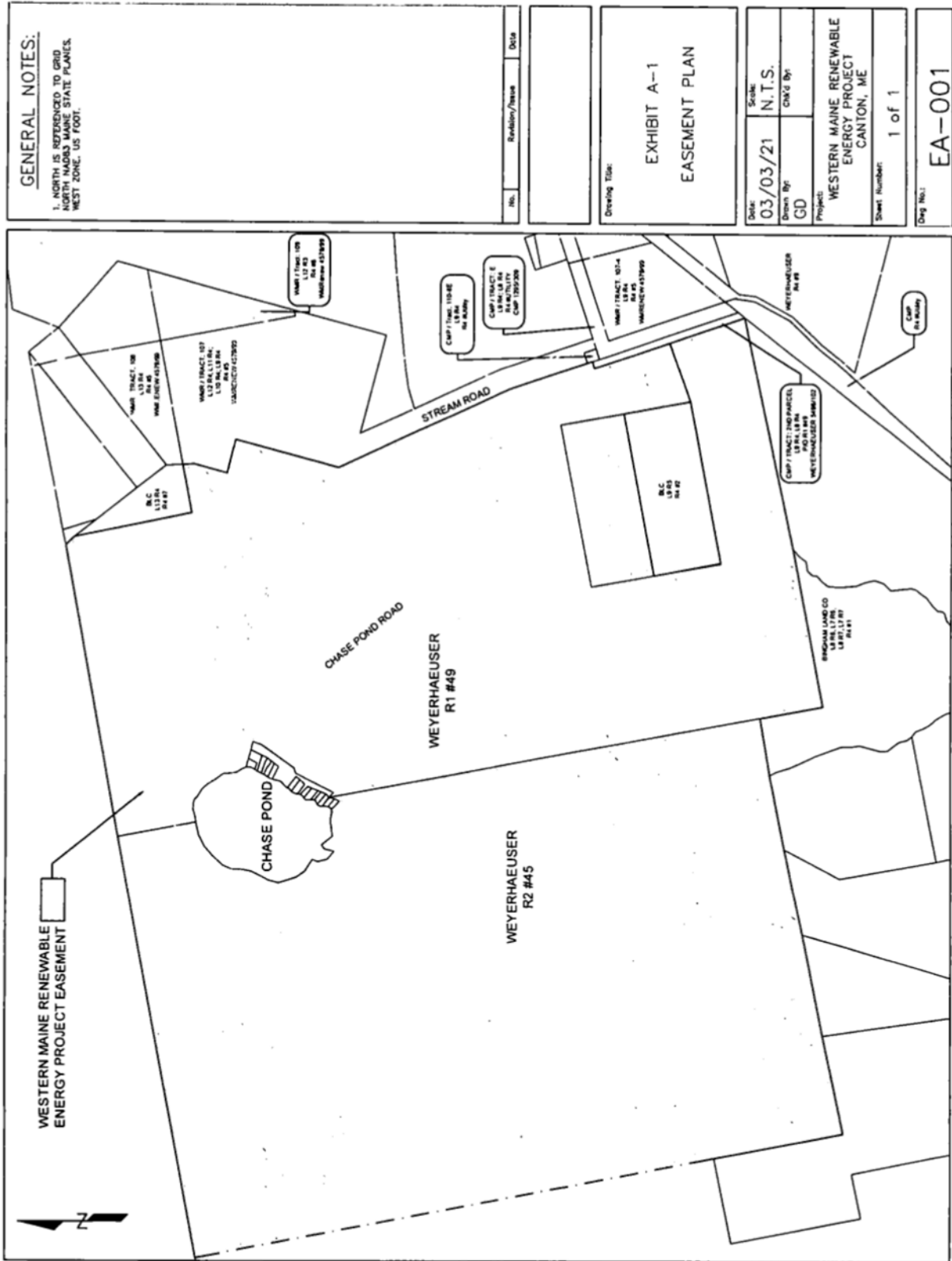
Subscribed and sworn to before me on this 17th day of March, 2021.

*Donna A Jacques*  
 Name: \_\_\_\_\_  
 Notary Public/Attorney at Law

**SEAL**



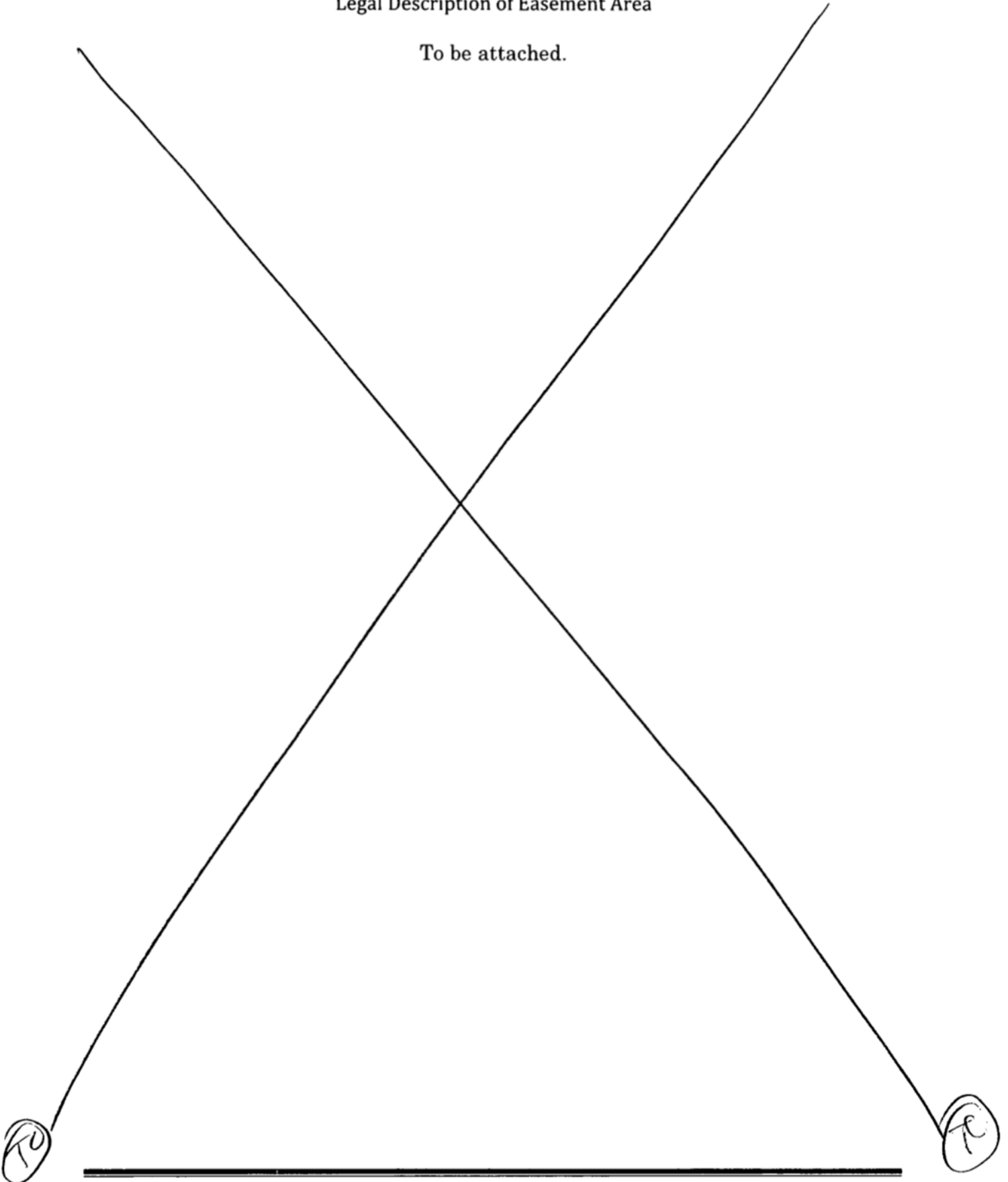
### Exhibit A Map of Property and Easement Area





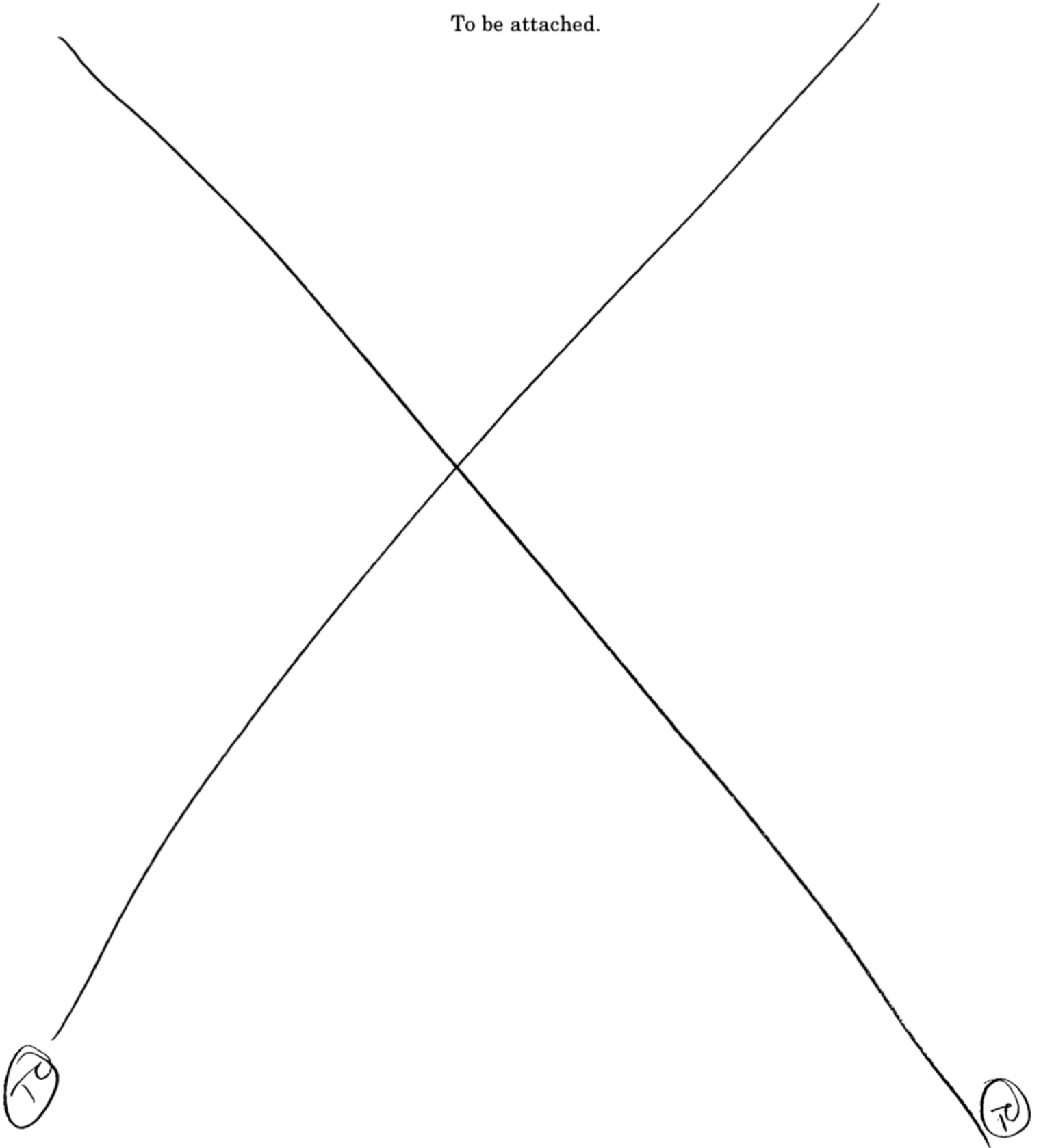
**Exhibit A-1**  
Legal Description of Easement Area

To be attached.



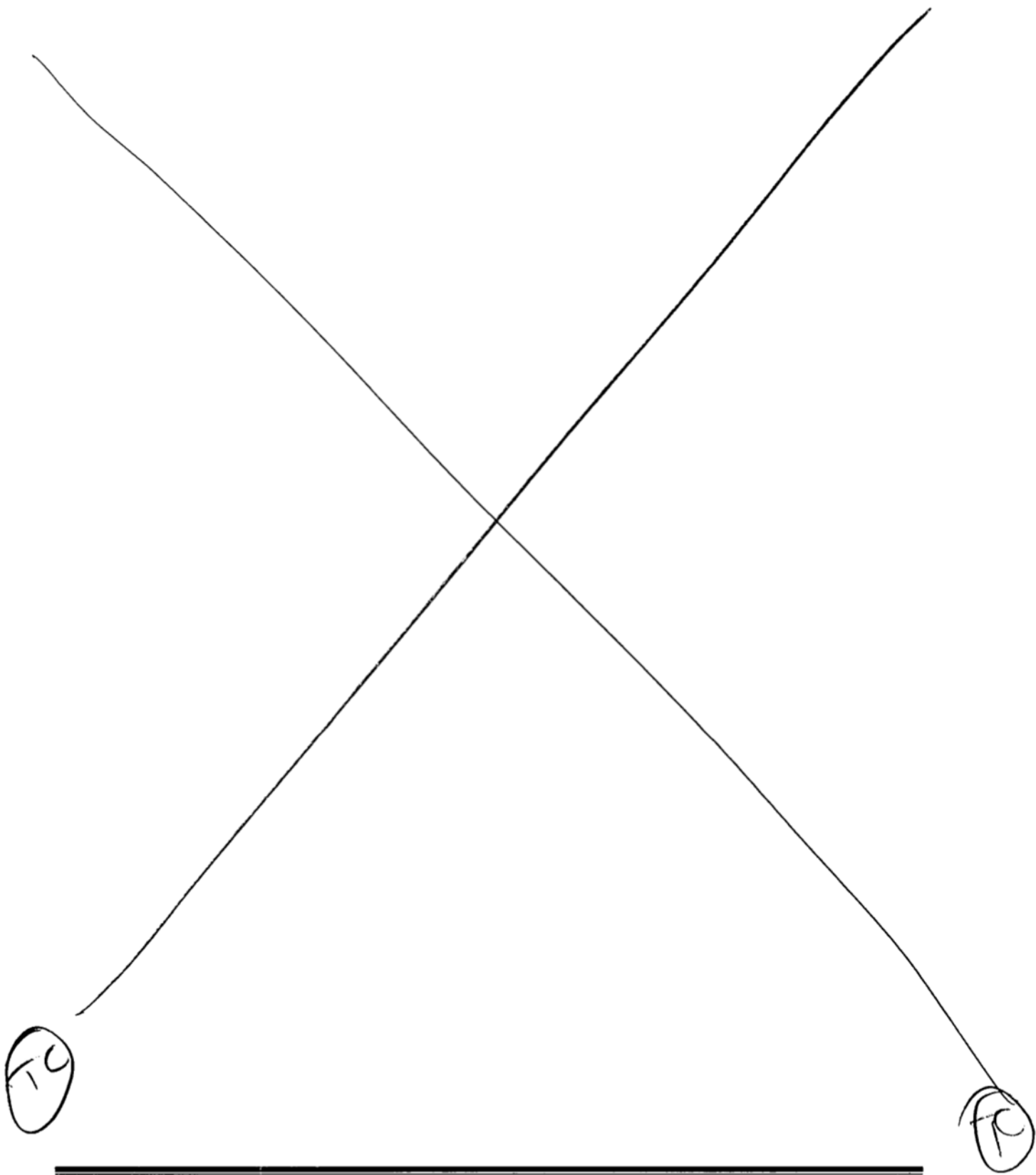
**Exhibit B**  
**Transmission Easement Area - Description and Map**

To be attached.



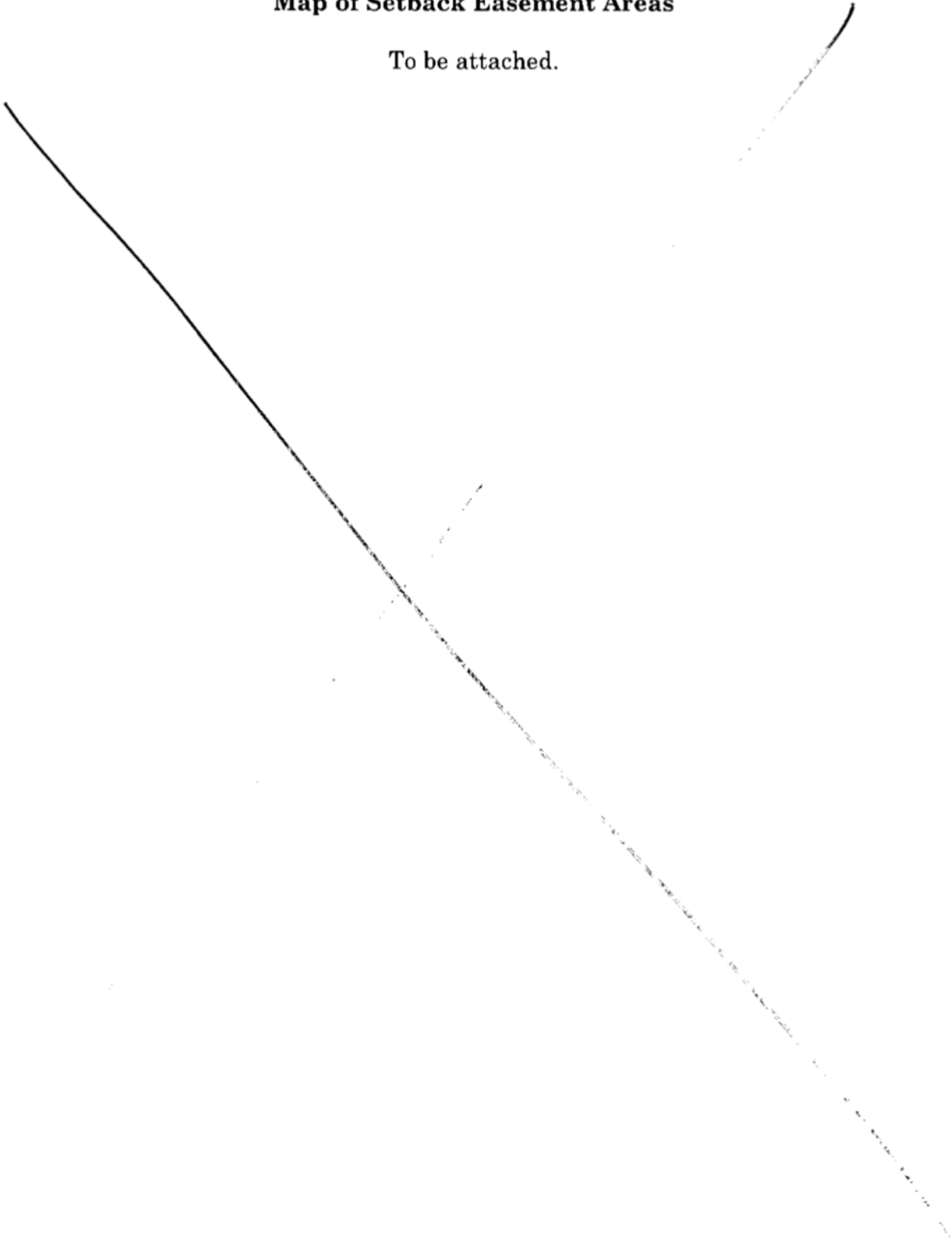
**Exhibit B-1**  
**Final Transmission Easement Area - Description and Map**

To be attached.



**Exhibit C**  
**Map of Setback Easement Areas**

To be attached.

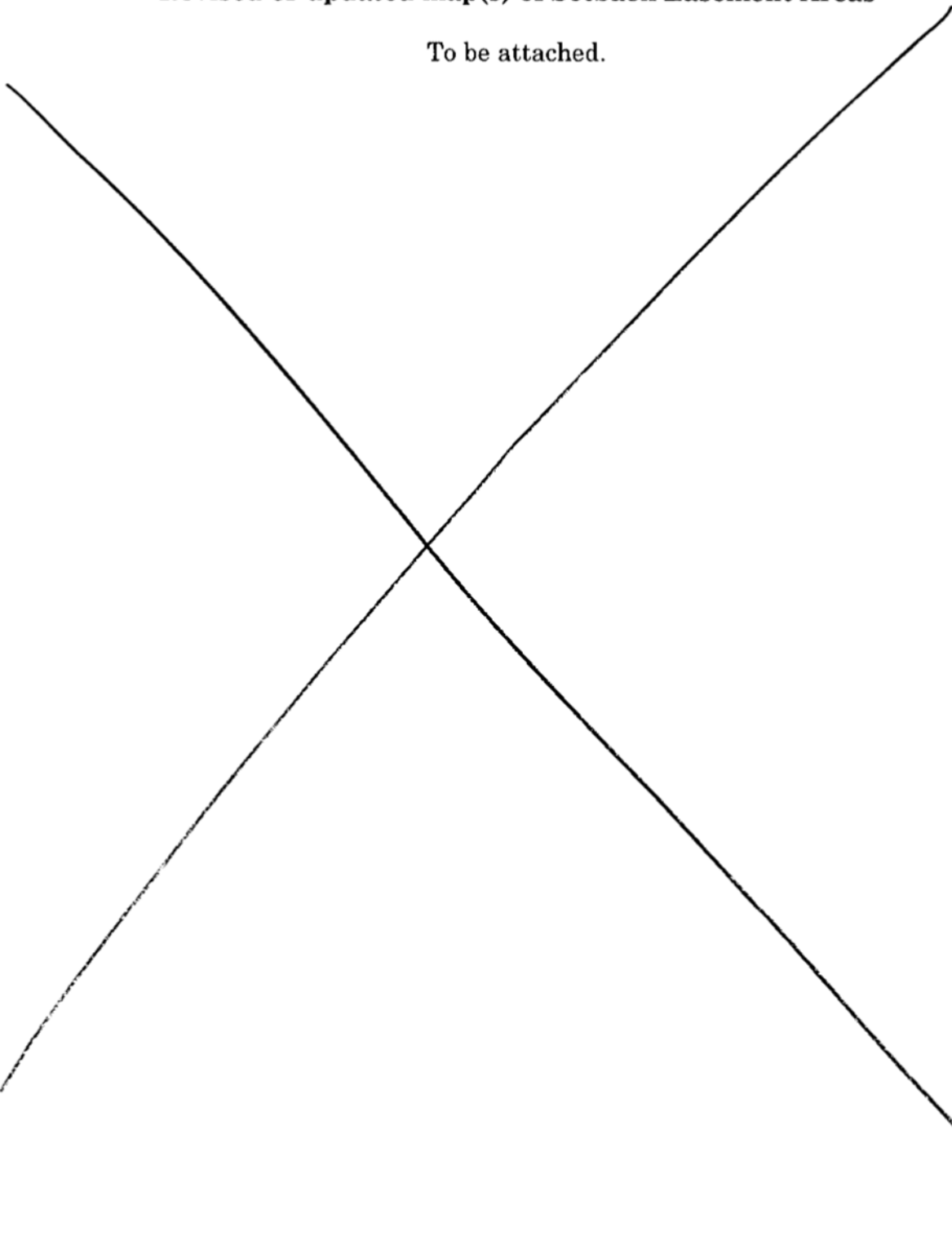


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**Exhibit C-1**  
**Revised or updated map(s) of Setback Easement Areas**

To be attached.

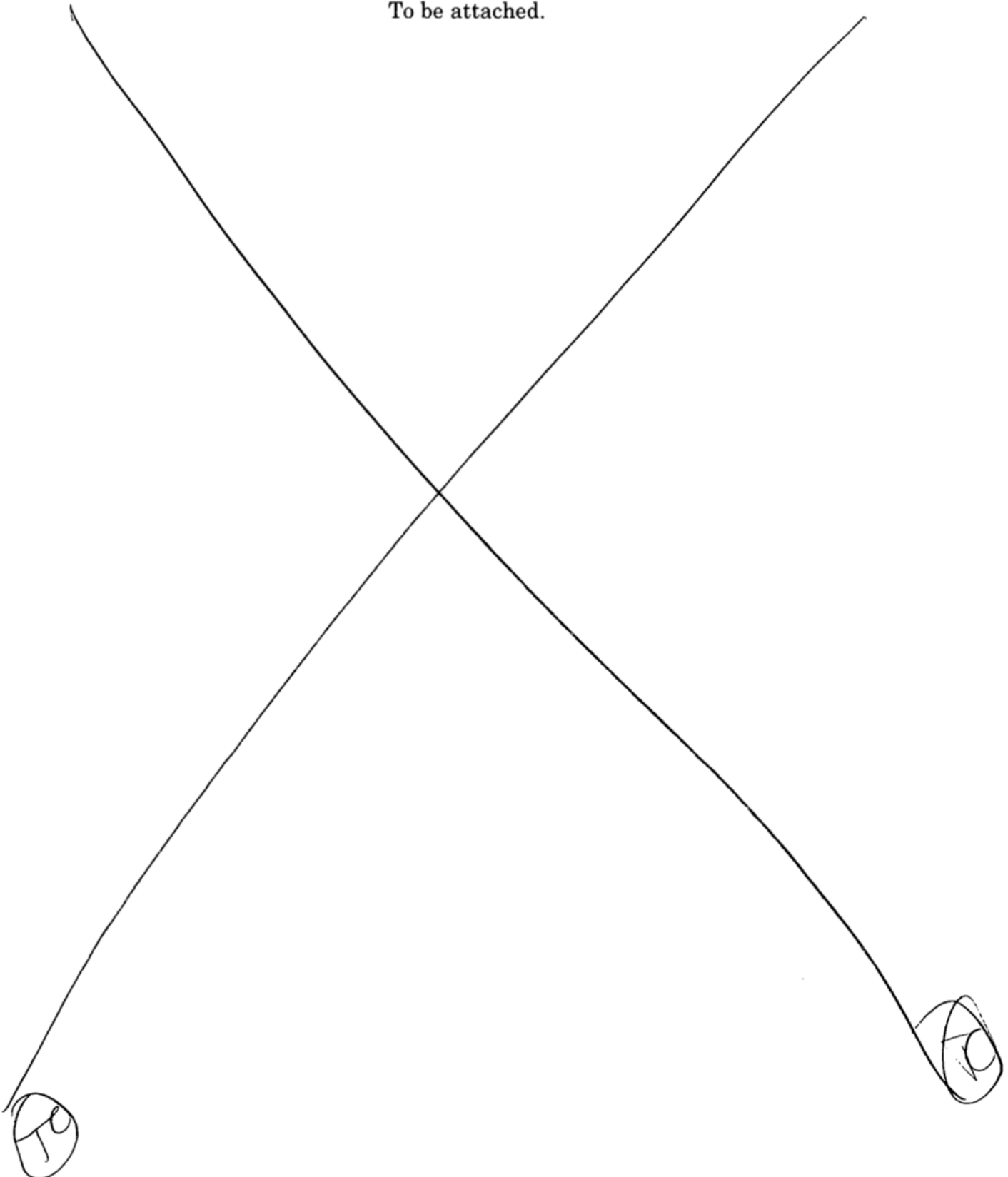


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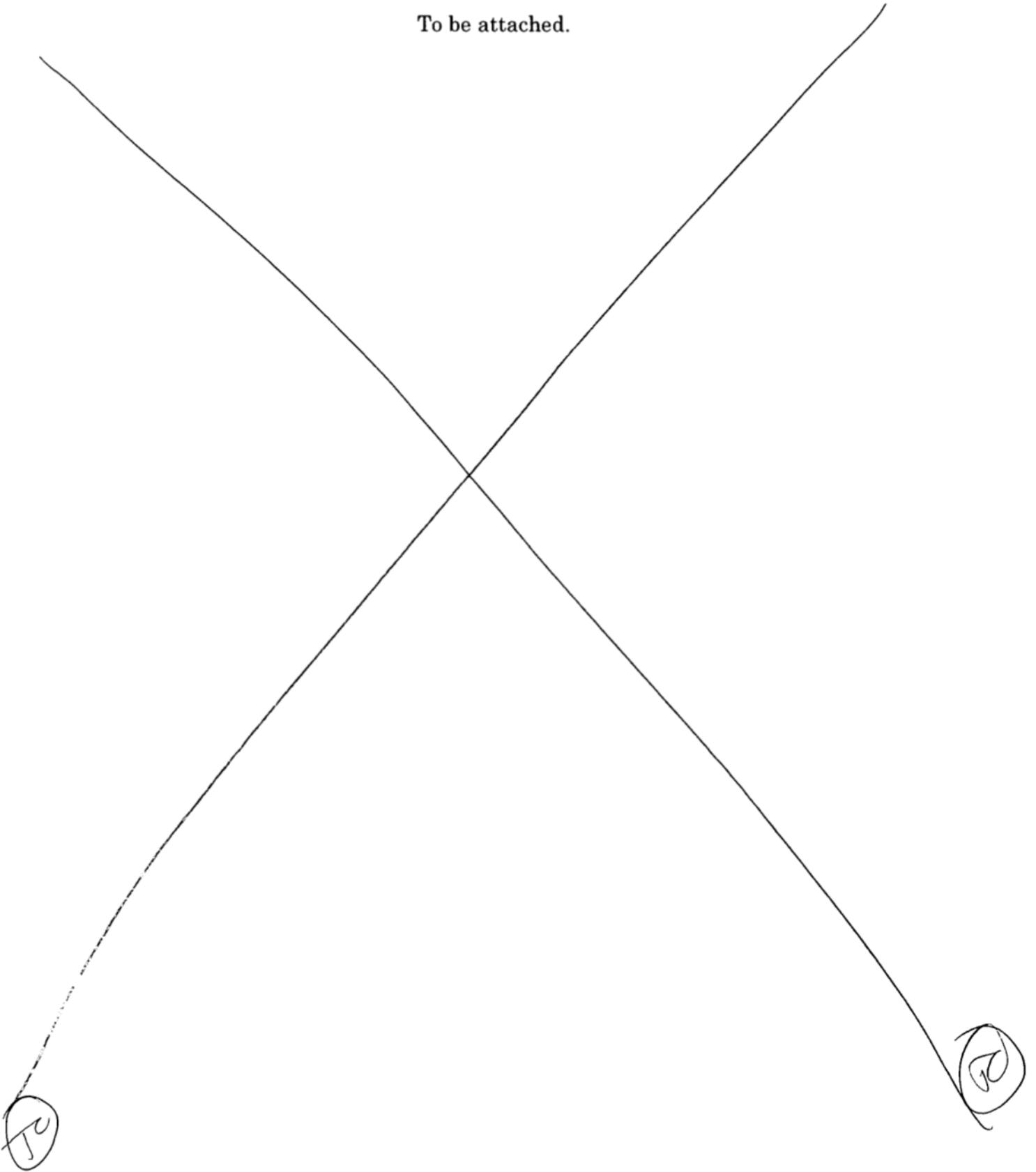
**Exhibit D  
Preliminary Site Plan**

To be attached.



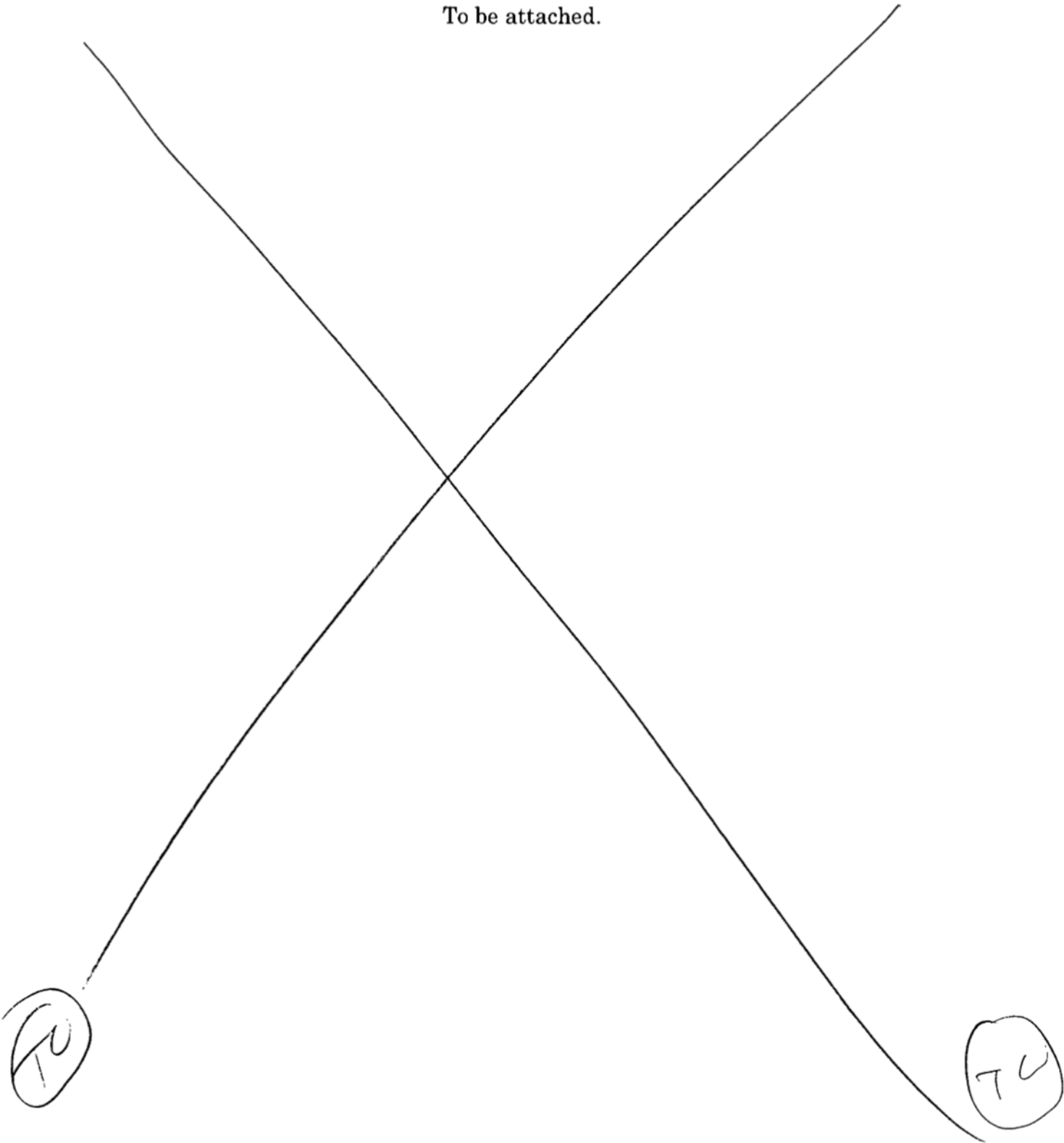
**Exhibit D-1  
Final Site Plan**

To be attached.



**Exhibit E**  
**Road Easement - Description and Map**

To be attached.





## Exhibit F Safety Requirements

**Grantee Safety Program.** Prior to commencement of any activity for wind energy purposes, Grantee shall prepare and review with Weyerhaeuser a comprehensive safety program ("**Grantee Safety Program**") that describes the standard practices and procedures to be implemented by the Grantee, its employees, and Subcontractors to ensure that all activity is performed in a safe manner. The Grantee shall have discretion over the content and details of its Grantee Safety Program, but warrants that the program will be sufficient to ensure that all activity is performed in a safe manner. Grantee will revise and update its Grantee Safety Program from time to time as needed to address new or changing risks faced by Grantee, changes in technology. At a minimum, the program shall address the following elements:

- ◆ **Standard safe practices and procedures.** A description of all activities typically performed by the Grantee and its standard practices and procedures to be followed by all employees and Subcontractors to safely perform those activities. At a minimum, the plan shall include practices and procedures to: (a) organize and lay out the activity in a manner that provides safe activity areas; (b) maintain "all clear" or "in-the-clear" areas around all activities posing hazards, particularly high hazards (including activity around equipment, vehicles or tools); (c) require the use of seat belts in equipment and vehicles by all operators and occupants; (d) provide lock out/tag and stored energy control to protect persons from any unexpected start-up or movement of equipment or other release of stored energy; (e) address the hazards present when moving or resetting equipment; (f) maintain three (3) points of contact when mounting or dismounting vehicles or equipment or activity at heights above four (4) feet, with grip or hold secure enough to prevent a fall when a slip or trip occurs; and (g) use fall protection when three (3) points of contact cannot be maintained or activity at heights where fall protection is required.

In addition, Grantee must ensure compliance with the following safety guidelines:

- ◆ Grantee shall be responsible for coordinating access to the Lease Area by all of Grantee's employees, contractors and sub-contractors, and visitors.
- ◆ All vehicles entering the Property shall comply with all Weyerhaeuser's travel standards (e.g. use of CB radios, use of escorts, etc.) whenever Weyerhaeuser's logging operations are underway along the designated travel routes.
- ◆ Weyerhaeuser retains the right to close any and all travel routes, during Grantee's commercial operations, whenever timberland operations require it after reasonable notice to Grantee. Whenever possible, Weyerhaeuser shall designate detour routes for Grantee's operations.

- ◆ The designated speed limit for all vehicles operating on behalf of Grantee shall not be greater than 25 mph when on Weyerhaeuser roads and/or the Lease Area.
- ◆ During construction and operation of Grantee's wind energy project, Grantee shall provide travel coordination for all construction and operational vehicles including, but not limited to, installation of directional signs, road designation (approved by Weyerhaeuser), radio communication, escorts, and flaggers as needed to coordinate with Weyerhaeuser's timberland operations.
- ◆ Grantee's employees, contractors, sub-contractors, and visitors shall comply with all of Weyerhaeuser's safety rules including, but not limited to, wearing safety helmets, vests, CB communications, etc.
- ◆ Grantee shall plan and coordinate the scheduling of all road maintenance activities with Weyerhaeuser.
- ◆ No firearms are allowed on Weyerhaeuser property at any time.
- ◆ If a trespasser is encountered, contact local law enforcement authorities or notify Weyerhaeuser. Notify Weyerhaeuser of any suspicious activities.
- ◆ Comply with all safety laws and regulations.
- ◆ Do not attempt to repair hazardous conditions you may encounter while accessing the site, notify Weyerhaeuser immediately (except for matters for which Grantee is responsible under the Lease).
- ◆ Safety belts will be worn while driving on the Property and while operating equipment. Safety belts will be worn in compliance with the policy by all employees, contractors, subcontractors, business visitors, and vendors.
- ◆ Stay in the clear. In the clear being identified as the safety zone during any logging activity. This is the location where there is no chance of being struck by moving lines, equipment, logs or debris thrown by logging activities.
- ◆ Never stand in the path of a tire or track of any equipment.

**Exhibit G**  
**Fire Prevention and Control Requirements**

Grantee will follow all fire prevention laws and take all possible precautions to prevent fire. Grantee will provide on-site fire suppression equipment for the activity that is commensurate with and will address the fire risks posed by Grantee's work activities and be consistent with any local Weyerhaeuser requirements pertaining to that type of activity. Grantee will maintain all required fire suppression equipment in good working order and ensure that personnel trained in its use are on-site at all times if and as required by law or by a local Weyerhaeuser fire plan. If requested by Weyerhaeuser, the Grantee shall develop a fire plan for the activity that is consistent with law and will function in a coordinated fashion with any local Weyerhaeuser fire plan. Upon discovery of any fire on or near Weyerhaeuser Property, no matter what the cause or origin, Grantee will immediately report the same to both the appropriate state fire-fighting agency and Weyerhaeuser, and devote every reasonable effort and all on-site equipment and employees to the prompt containment of the fire provided the same can safely be undertaken.

**Contacts**

Maine Forest Service Dispatch: 1-800-750-9777

Weyerhaeuser – John Ackley: 1-207-242-1963

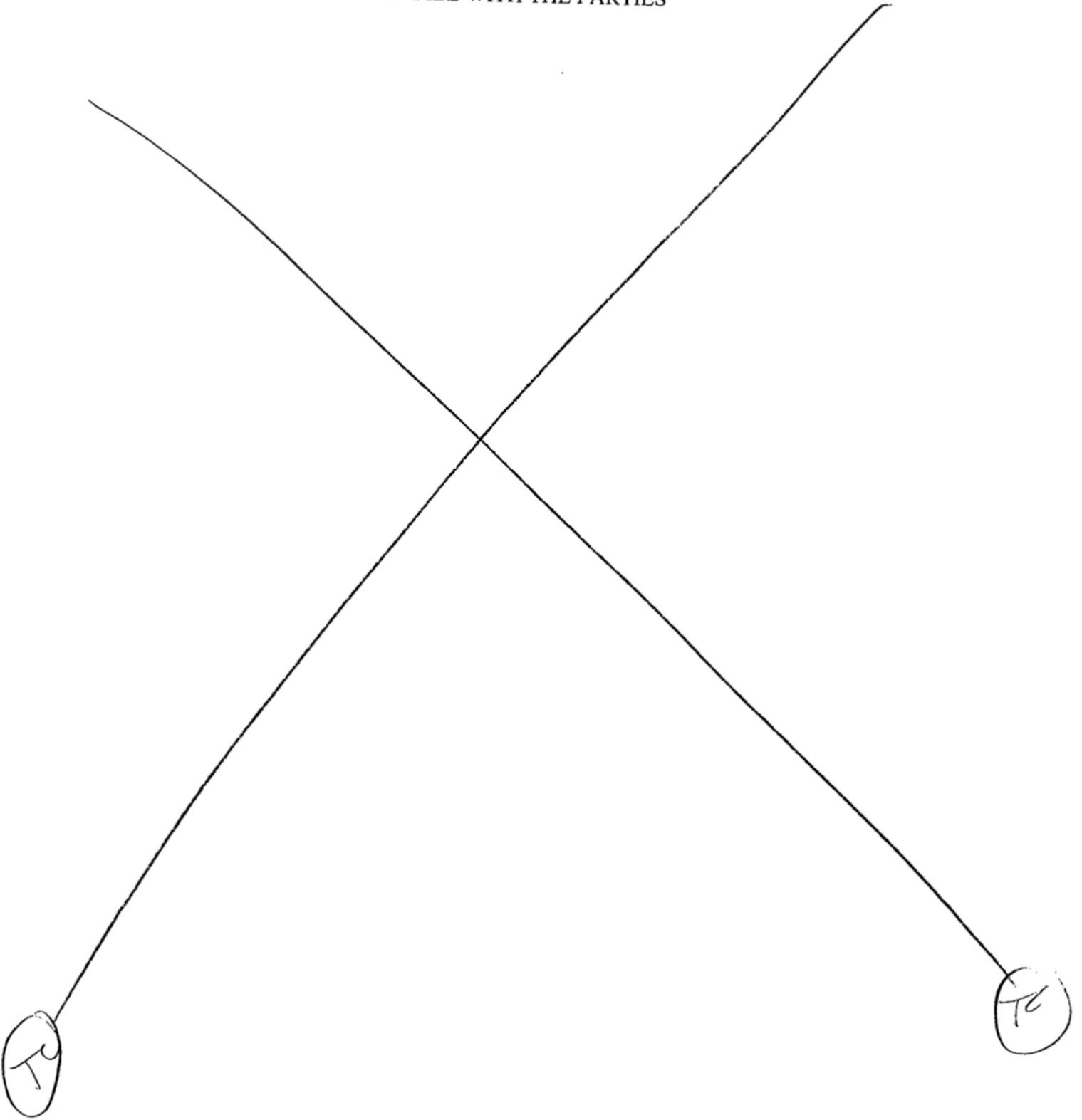
## **Exhibit H**

### **Road Construction Standards**

Grantee agrees to grade not more than one road from an existing road to each Wind Turbine or other Wind Turbine Improvements located on the Property and to confine all travel incident to the construction and operation for the wind project to the single graded road. All roads constructed by Grantee shall be of a good quality and design, constructed with gravel or caliche, and be suitable for all weather use. Grantee must obtain the prior approval from Grantor for all the new road construction or any significant improvements to existing roads. All roads must be constructed and maintained to comply with Best Management Practices for the state of Maine, as well as the Sustainable Forestry Initiative (SFI) standards. Grantor shall have the right to use any such road constructed or maintained solely by Grantee, however, should such roads be utilized by Grantor or any third parties which are granted access by Grantor, Grantor or any such third parties will be responsible for making repairs caused by their use and for any general maintenance cost on a proportionate basis of the amount of road used by such third party. Grantee shall maintain all roads constructed by the Grantee in good condition and repair during the term of this Easement Agreement. Should Grantee be permitted to use an existing road for access, the Grantee shall promptly make repairs to the road when needed, with periodic grading, and particularly following rain events. Grantee will fill all ruts and depressions with comparable road material to that existing, and grade the same to a smooth condition at such time as the road has dried to the point where such repairs and maintenance may be affected. Should Grantee fail to maintain an existing road used by Grantee in good condition and repair, Grantor may give written notice to Grantee of such needed repairs and if needed repairs are not agreed upon within thirty (30) days from receipt of such notice, then Grantor may require that Grantee constructed a separate road for Grantee's exclusive access along a reasonable route designated by Grantor. Upon termination of this Agreement, Grantor shall have the right to require the Grantee to abandon any road constructed by Grantee, and to restore the surface occupied by the road to as near its original condition as is practicable.

**Exhibit I  
FEE SCHEDULE**

ON FILE WITH THE PARTIES



**EXHIBIT J**

**TIMBER CRUISE SPECIFICATIONS**

- All merchantable hardwood species mixed
- Minimum top diameter - 3 inches
- Maximum butt diameter - 25 inches
- Minimum length - 12 feet
- No dead wood

## OPTION AGREEMENT

This OPTION AGREEMENT (this "Agreement") is entered into as of the 18th day of June, 2021 (the "Effective Date"), by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation having a mailing address of 83 Edison Drive, Augusta, Maine 04336 (the "Seller") and **WESTERN MAINE RENEWABLES, LLC**, a Maine limited liability company having a mailing address of 549 South Street, Quincy, MA 02169 (the "Buyer").

This Agreement is made with reference to the following facts and objectives:

- A. Seller is the owner of a certain lot or parcel of land located in Moscow, Somerset County, Maine, being more particularly described in a deed from Weyerhaeuser Company to Seller, dated November 19, 2019 and recorded in the Somerset County Registry of Deeds in Book 5496, Page 102 (the "439-acre tract"), containing 439-acres and depicted on a survey recorded in the Somerset Registry of Deeds in Plan File 2019, Page 69 ("Survey").
- B. Seller is also the owner of land described in a deed from S.D. Warren Company to Seller dated August 28, 1986 and recorded in the Somerset County Registry of Deeds in Book 1295, Page 309, a small portion of which is identified as "Transfer 3A Parcel" on the Plan (defined below).
- C. The Transfer 3A Parcel is part of land shown as Tract 110-8E on the Survey and identified thereon as being subject to an existing easement to the United States of America Volume 1375, Page 308.
- D. The 439-acre tract and the area identified as the Transfer 3A Parcel are hereinafter referred to collectively as the "CMP Parcel".
- E. Buyer is the owner of certain lots or parcels of land located in Moscow, Somerset County, Maine, adjacent to the CMP Parcel, being more particularly described in a deed from Western Maine Realty, LLC to Buyer, dated August 14, 2012 and recorded in the Somerset County Registry of Deeds in Book 4579, Page 99 (the "WMR Land"), which contains portions described as Tract 107, Tract 107-3 R4#5, and Tract 108-3 R4#5.
- F. The CMP Parcel, including the 439-acre tract and Transfer 3A Parcel, and the WMR Land, including Tract 107, Tract 107-3 R4#5 and Tract 108-3 R4#5, are shown on the plan attached hereto as Exhibit A (the "Plan").
- G. Buyer has informed CMP that Buyer plans to construct and operate on the WMR Land a wind power project, including wind turbine generators and towers and related equipment facilities, infrastructure and substructures (the "Wind Power Project"), and will have two (2) wind turbine generators closer to the boundary between the WMR Land and the 439-acre tract of the CMP Parcel than required by the Maine Department of Environmental Protection.
- H. Buyer desires to obtain a perpetual easement over a portion of the 439-acre tract of the CMP Parcel, which portion is depicted on the Plan and labeled as "Transfer 1, Easement

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Area” (the “Easement Area”), for the right to (i) maintain up to two (2) turbines closer to the westerly boundary of the 439-acre tract of the CMP Parcel than Buyer states is permitted by applicable law, (ii) cast shadows or shadow flicker from the wind power project onto the Easement Area, and (iii) to have sound generated from the project impact the Easement Area that Buyer states exceed otherwise applicable state or local maximum sound levels (collectively the “Wind Safety Easement”).

- I. In order to support the permitting of the Wind Power Project, Buyer desires to acquire from Seller the 230’ x 110’ area defined herein as the Transfer 3A Parcel , containing .58 acres more or less, all as shown and identified on the Plan as “Transfer 3A” (such land being hereinafter referred to as the “Transfer 3A Parcel”) that would allow WMR to permit the land needed for the ring bus for the Wind Power Project.
- J. Coincident herewith Seller and Buyer have entered into a certain Option Agreement dated as of a date near herewith pursuant to which Buyer granted Seller an option to acquire (i) a 700’ x 700’ portion of the WMR Land, being identified on the Plan as “Transfer 2A” and consisting of Tract 108-3 R4 #5, containing 8.52 acres, and Tract 107-3 R4 #5, containing 2.72 acres and (ii) a 220’ x 150’ portion of Tract 107 of the WMR Land, being identified on the Plan as “Transfer 2B,” (such agreement and the rights granted therein being referred to in this Agreement as the “Other Transaction”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in consideration of the Other Transaction, Seller and Buyer agree as follows:

- 1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive and irrevocable right and option to purchase, in accordance with the terms and conditions of this Agreement (the “Option”) (i) the Wind Safety Easement, and (ii) the Transfer 3A Parcel. The Option shall remain in effect for a period commencing with the Effective Date of this Agreement and ending at 11:59 P.M. on May 31, 2022 (the “Option Term”).
- 2. **CONSIDERATION FOR OPTION & PURCHASE PRICE.** The consideration for the Option and the consideration and purchase price for the Wind Safety Easement and the Transfer 3A Parcel is Buyer’s grant to Seller of the option to acquire the portions of the WMR Land which is the subject of the Other Transaction.
- 3. **NOTICE OF EXERCISE.** Buyer may exercise the Option at any time during the Option Term by providing Written notice of the exercise of the Option to Seller by mailing (including express mail services), or delivering the same in person, to Seller to the mailing address listed above on or before the expiration date of the Option Term. If notice of the exercise of the Option is given by mail, the Option shall be deemed validly and effectively exercised when such notice is deposited in the mail (including depositing with an express mail service). Seller is hereby obligated to notify Buyer within 10 days of any mailing address changes.
- 4. **RESTRICTIONS DURING OPTION TERM.** During the Option Term, and prior to closing under Section 6 hereof, Seller agrees not to (i) enter into any contracts with respect to the sale or long term lease of the Transfer 3A Parcel, and/or (ii) except for any matters of record

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as of the Effective Date pertaining to the CMP Parcel, create, grant, permit, suffer to exist any easement, lien, encumbrance, condition or other right or interest that may burden the Easement Area or the Transfer 3A Parcel, without prior written consent of Buyer. In the event CMP shall sell or lease the 438-acre tract during the Option Term, and instrument conveying or leasing such parcel shall be subject to this Option.

**5. RIGHT TO INSPECT, SURVEY AND TEST.** Seller grants to Buyer, and its members, managers, employees, agents, contractors, subcontractors, assigns and invitees a non-exclusive right to enter upon the Easement Area and Transfer 3A Parcel, (together with the right to cross over other portions of the CMP Parcel or any other property of Seller using existing improved roads or access ways to reach the CMP Parcel, as permitted and subject to the terms of any underlying road access easement or agreement of record pertaining to the access road) during the Option Term for the purpose of preparing and making all plans and studies necessary or appropriate for or in connection with the application process for all permits from any and all governmental bodies deemed necessary or advisable by Buyer and for and in connection with the Wind Power Project. Such activities may include, but shall not be limited to, surveying, soil testing, water monitoring and testing and engineering studies. All such testing activities shall be reasonably conducted and shall not materially damage the CMP Parcel. Upon completion of such activities, Buyer shall restore the CMP Parcel where such testing activities were conducted to its condition prior to such activities. Buyer shall have the right to cut small trees and brush for surveying sight lines.

**6. CLOSING.** In the event Buyer exercises the Option, the closing shall take place within **90 days of notice of the exercise** of the Option at a specified date, time and place convenient to the parties hereto. In the event that the parties cannot agree upon a date, time and location than the closing shall take place at a date, time and place determined by Buyer upon providing five (5) days advance notice thereof. The deed(s) and all closing documents shall be prepared by a closing agent designated by Buyer to handle the closing. Except as may otherwise be provided herein, Buyer shall be responsible for all expenses and fees incurred in closing this transaction, except for Seller's expenses for legal and consultant services (if any) arranged for and obtained by Seller. Property taxes with respect to the Transfer 3A Parcel will be prorated as of the date of closing, based on the municipal fiscal year of the Town of Moscow Maine and the most recently available tax bills, and Buyer and Seller shall be responsible for paying equal shares (i.e., 50% each) of the real estate transfer taxes imposed pursuant to 36 M.R.S.A. §4641-A due with respect to the conveyance of the Transfer 3A Parcel.

**7. BUYER'S CONDITIONS PRECEDENT TO CLOSING.** In the event Buyer exercises the Option, Buyer's obligation to accept closing on the grant of the Wind Safety Easement and transfer of the Transfer 3A Parcel is subject to satisfaction of the following conditions, which conditions (except for the conditions set forth in subparagraphs F and G which are for the benefit of both parties) are for the exclusive benefit of Buyer and which Buyer shall have the right to waive, in its sole discretion:

A. Seller shall convey to Buyer, the Wind Safety Easement (in a form and substance as set forth on **Exhibit C** hereto) and the Transfer 3A Parcel **by a quitclaim deed with covenant**, free and clear of any liens and other encumbrances, except for (i) real estate taxes which are not yet due and payable (and which shall be prorated in accordance with

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Section 6 of this Agreement); (ii) matters set forth in the Survey and prior recorded deeds referenced in the recitals hereto conveying title to CMP; and (iii) such easements, encumbrances and restrictions of record which appear in the chain of title to the CMP Parcel as of the Effective Date and which do not interfere with, compromise or restrict Buyer's ability to use the Wind Safety Easement and the Transfer 3A Parcel for the uses contemplated by this Agreement (collectively "Permitted Encumbrances"). If Seller cannot deliver the Wind Safety Easement and the Transfer 3A Parcel free of tenants and subject only to the Permitted Encumbrances, Buyer shall have the right to (i) terminate this Agreement, in which event this Agreement shall be void and of no further force or effect, or (ii) waive such defect as provided herein, or (iii) undertake to cure such defect in which event costs incurred by Buyer in undertaking such cure shall be paid by Seller at closing. In the event Buyer undertakes to cure such defect, but such defect is incapable of being cured, as determined by Buyer in its sole discretion, Buyer shall have the right to terminate this Agreement. The closing date shall be extended up to 60 days, in Buyer's sole discretion, if Seller undertakes to cure defects in title upon notice by Buyer plus an additional number of days equal to the number of days of any extension of the time to cure consented to by Buyer, and shall be extended a sufficient period of time to permit Buyer to cure or attempt to cure such defects if Buyer elects to undertake such cure, as provided herein.

B. There are no hazardous or toxic substances, underground storage tanks, or asbestos on the Transfer 3A Parcel as these terms are defined in Federal, State or local ordinances and regulations.

C. There are no claims, demands, liabilities or actions pending or threatened against Seller or the Transfer 3A Parcel (including, without limitation, condemnation proceedings) which constitute or might ripen into a lien or claim against the CMP Parcel or which could prevent, prohibit, delay or interfere with Buyer's use of the Wind Safety Easement and the Transfer 3A Parcel in support of the Wind Power Project.

D. There are no existing violations of zoning ordinances or other laws, ordinances or restrictions applicable to the CMP Parcel.

E. The parties agree that this Agreement shall not be recorded. Instead, the parties agree to execute and record in the registry of deeds in the county where the Transfer 3A Parcel are located, at Buyer's expense, a "Memorandum of Option" in the form attached hereto as Exhibit B.

F. The transfer of the Transfer 3A Parcel and the grant of the Wind Safety Easement do not require subdivision approval with respect to the CMP Parcel, or any other land owned by Seller contiguous with the CMP Parcel, or violate the terms of the deed to CMP for the CMP Parcel with respect to any prior subdivision exemption regarding sale to an abutter. Further, Seller covenants and agrees that, during the Option Term, Seller shall not make a division (as such term and the corollary terms "divide," "divided," and "dividing" and are used in 30-A M.R.S.A. § 4401) of the CMP Parcel, or any other land owned by Seller contiguous with the CMP Parcel in a manner that would require Buyer to obtain subdivision approval with respect to the Transfer 3A Parcel in order to lawfully

acquire the Wind Safety Easement and the Transfer 3A Parcel in accordance with this Agreement.

G. The definition and description of the Easement Area for the Wind Safety Easement and the Transfer 3A Parcel as set forth on the Plan are for option purposes only. Seller and Buyer hereby agree that Buyer will prepare a final description of Easement Area and the Transfer 3A Parcel at Buyer's sole expense that will definitively locate and describe the Easement Area and the Transfer 3A Parcel, and that such descriptions will be used in the deed(s) of conveyance following review and acceptance thereof by Seller, which acceptance shall be given if the final descriptions are consistent with the Plan and Survey.

**8. FAILURE TO EXERCISE OPTION.** If Buyer does not exercise the Option within the Option Term, then this Agreement shall be void and of no further force or effect.

**9. SUCCESSORS AND ASSIGNS; ASSIGNMENT.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto. Buyer shall have the right to assign all or any of its rights in this Agreement, and any of the rights or privileges, granted herein, without the need for the consent of the Seller, or the Seller's successors or assigns.

**10. MISCELLANEOUS.**

- A. This Agreement shall not be modified or amended except by an instrument in writing executed by Seller and Buyer.
- B. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- C. All section headings in this Agreement are for convenience only and are of no independent legal significance.
- D. All exhibits referenced in this Agreement are made a part hereof. Additional conditions are set forth in attached Exhibit D.
- E. In the event either party shall default on any of its obligations herein, the non-defaulting party may seek to employ any and all available legal and equitable remedies. If either party seeks specific performance, that claim shall be brought in the Maine Superior Court. Claims for any other remedy for a default under this contract shall be decided by binding arbitration before a single arbitrator selected by the parties. In the event that the parties are unable to agree on an arbitrator within 30 days of a request for appointment of an arbitrator by one party, the party seeking arbitration may submit the arbitration demand to the American Arbitration Association ("AAA") for resolution by a single arbitrator. If court proceedings or arbitration are initiated by either party with respect to this Option, the reasonable attorney's fees of the prevailing party, and all costs of arbitration, if applicable, shall be paid by the non-prevailing party.

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F. Seller and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to the transactions which are the subject of this Agreement, or to the extent employed shall be fully paid by the employing party at or prior to closing. Seller and Buyer agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of transactions which are the subject of this Agreement, alleging an agreement with the Seller or Buyer, as the case may be. This agreement to indemnify and hold harmless shall survive the closing.

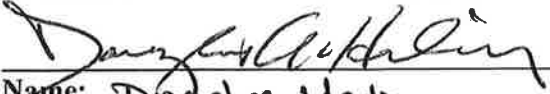
Seller's Initials



IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

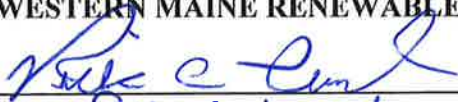
**SELLER:**

**CENTRAL MAINE POWER COMPANY**

  
Name: Douglas Herling  
Its: President + CEO

**BUYER:**

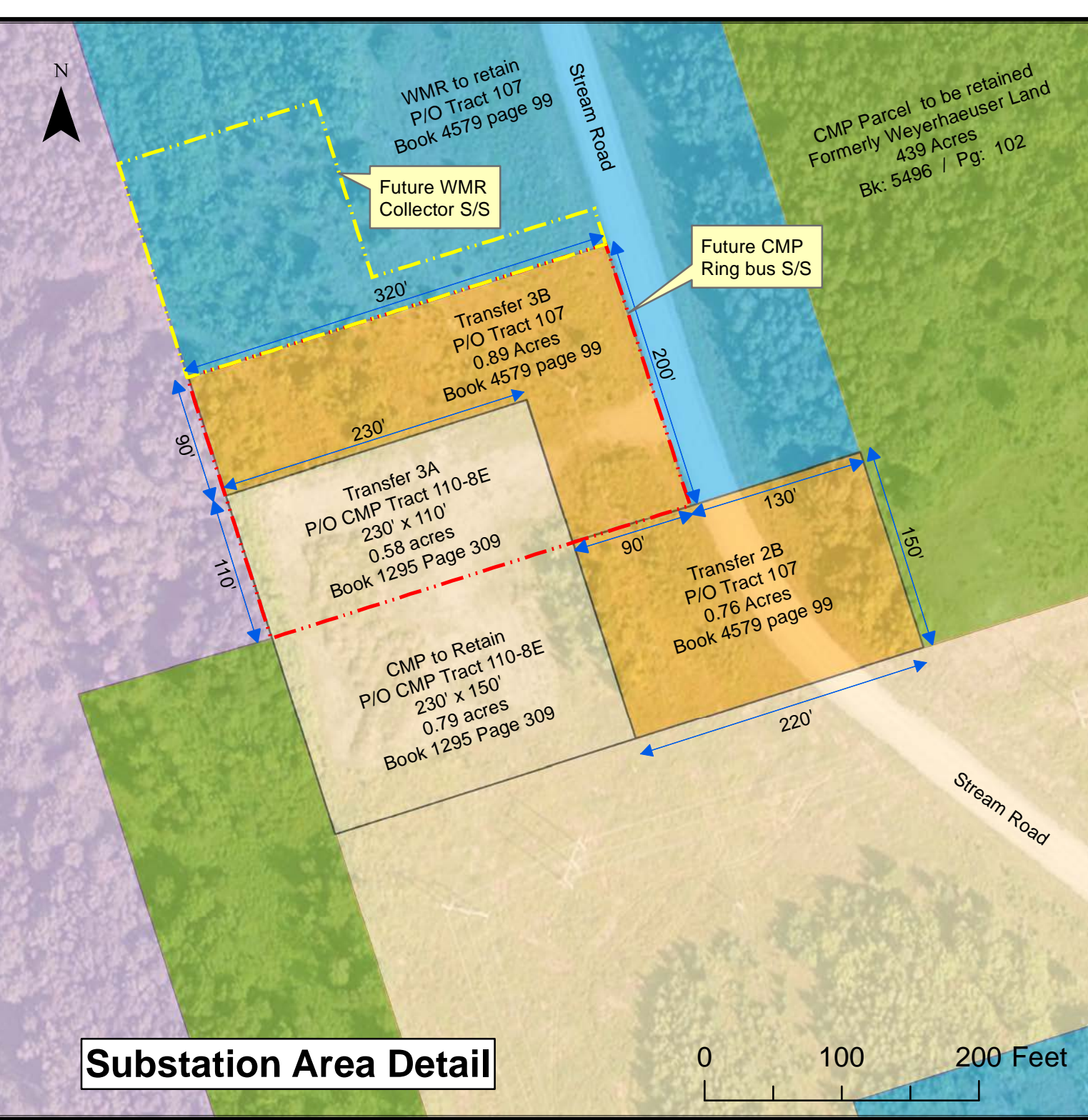
**WESTERN MAINE RENEWABLES, LLC**

  
Name: Rick C Leonard  
Its: Manager

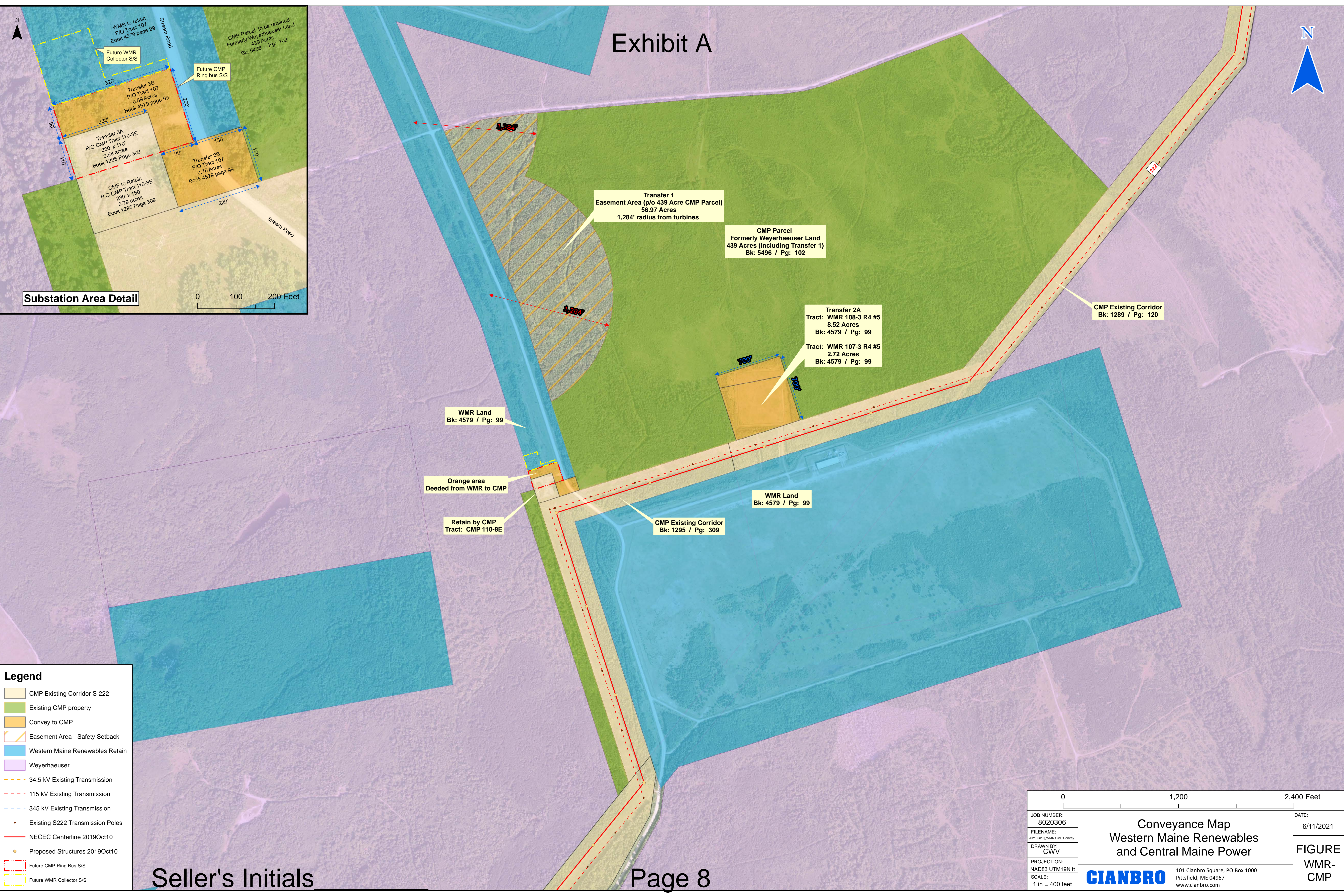
Seller's Initials



# Exhibit A



Substation Area Detail



- Legend**
- CMP Existing Corridor S-222
  - Existing CMP property
  - Convey to CMP
  - Easement Area - Safety Setback
  - Western Maine Renewables Retain
  - Weyerhaeuser
  - 34.5 kV Existing Transmission
  - 115 kV Existing Transmission
  - 345 kV Existing Transmission
  - Existing S222 Transmission Poles
  - NECEC Centerline 2019Oct10
  - Proposed Structures 2019Oct10
  - Future CMP Ring Bus S/S
  - Future WMR Collector S/S

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Page 8

<p>0 1,200 2,400 Feet</p>	<p><b>Conveyance Map</b> Western Maine Renewables and Central Maine Power</p>	<p>DATE: 6/11/2021</p>
<p>JOB NUMBER: 8020306</p>	<p><b>CIANBRO</b></p>	<p><b>FIGURE</b> WMR- CMP</p>
<p>FILENAME: 2021Jun10_WMR_CMP_Convey</p>	<p>101 Cianbro Square, PO Box 1000 Pittsfield, ME 04967 www.cianbro.com</p>	
<p>DRAWN BY: CWV</p>		
<p>PROJECTION: NAD83 UTM19N ft</p>		
<p>SCALE: 1 in = 400 feet</p>		

**EXHIBIT B**

**MEMORANDUM OF OPTION**

*Executable version attached herein*

Seller's Initials DLA

MEMORANDUM OF OPTION

- 1. Date of Option: \_\_\_\_\_, 20
- 2. Name and Address of Seller: CENTRAL MAINE POWER COMPANY  
83 Edison Drive, Augusta, Maine 04336
- 3. Name and Address of Buyer: WESTERN MAINE RENEWABLES, LLC  
549 South Street, Quincy, MA 02169
- 4. Description of Option Property: See attached Exhibit A.
- 5. Term of Option: The Option runs until May 31, 2022.
- 6. Condition of Option: During the term of the Option, Seller shall not sell, offer to sell, mortgage, encumber, or otherwise transfer or dispose of, or alter the Transfer 3A Parcel, including the cutting of trees by or at the direction of Seller, without prior written consent of Buyer. In the event CMP shall sell or lease the 438-acre tract during the Option Term, any instrument conveying or leasing such parcel shall be subject to this Option.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of this day of \_\_\_\_\_, 20

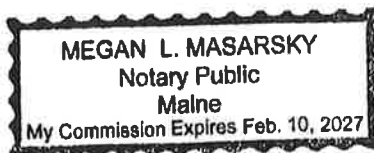
SELLER: CENTRAL MAINE POWER COMPANY

*Douglas G. Herling*  
Printed Name: Douglas Herling  
Its: President + CEO

State of Maine  
County of Kennebec, ss

The above-named Douglas Herling President + CEO, (insert title) personally appeared before me and acknowledged the foregoing instrument to be his her free act and deed in his/her said capacity and the free act and deed of said Seller.

Date: 06/17/2021 Megan L. Masarsky  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



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**BUYER: WESTERN MAINE RENEWABLES, LLC**

By: *Rick C Leonard*  
Printed Name: Rick C Leonard  
Its: Manager

State of Maine  
County of Somerset, ss

Personally appeared the above-named Managers, (insert title) in his/her said capacity and acknowledged the foregoing instrument to be his/her free act and deed, and the free act and deed of CENTRAL MAINE POWER COMPANY.

Date: 6/18/2021

*Sarah H Martin*  
Notary Public  
Printed Name: Sarah H Martin  
My Commission Expires: 11/20/2024

Seller's Initials *DJH*

**EXHIBIT A**  
**Central Maine Power Company to Western Maine Renewables, LLC**

As presented in EXHIBIT A attached to the Option Agreement and retained in the Seller's files.

Easement Area over 438-acre tract:

Certain easement rights over, along and across a portion of a certain lot or parcel of land located in the Town of Moscow, County of Somerset and State of Maine being part of the land conveyed to Central Maine Power Company from by deed recorded in Somerset County Registry of Deeds in Book 5496, Page 102

Transfer 3A Parcel:

A portion of a parcel of land located in the Town of Moscow, County of Somerset and State of Maine being part of the land conveyed to Central Maine Power Company by deed recorded in Somerset County Registry of Deeds in Book 1295, Page 309

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## EXHIBIT C

### WIND SAFETY EASEMENT DEED

Whereas, CENTRAL MAINE POWER COMPANY, a Maine corporation having a mailing address of 83 Edison Drive, Augusta, ME 04336 ("CMP"), owns a certain lot or parcel of land situated in Moscow, Somerset County, Maine, being more particularly described as "First Parcel," containing 438.802 acres of land, more or less, in that certain deed from Weyerhaeuser Company, dated November 19, 2019 and recorded in the Somerset County Registry of Deeds in Book 5496, Page 102, which First Parcel is depicted on the Survey Plan recorded in the Somerset County Registry of Deeds in Plan Book 2019, Page 69 and labeled "Parcel Area 438.802 Acres" (the "CMP Property").

Whereas, WESTERN MAINE RENEWABLES, LLC, a Maine limited liability company having a mailing address of 549 South Street, Quincy, MA 02169 ("WMR", which word is intended to include, WMR and its successors and assigns), owns certain abutting lots or parcels of land situated in Moscow, Somerset County, Maine, being more particularly described in that certain deed from Western Maine Realty, LLC, dated August 14, 2012 and recorded in the Somerset County Registry of Deeds in Book 4579, Page 99 (the "WMR Land"), on which WMR plans to construct and operate a wind power project, including wind turbine generators and towers and related equipment, facilities, infrastructure and substructures (the "Wind Power Project").

Whereas, the Maine Department of Environmental Protection Wind Energy Act Standards, 2 C.M.R. 06 096 382 (the "Rules"), requires, among other things, that wind turbine generators be set back from property lines a distance no less than the sum of 1.5 times hub height plus the rotor diameter of the turbine generator (the "Setback Distance"), and avoid adverse shadow flicker effects, as such term is defined in the Rules, unless, in each instance, an easement is granted from the abutting property owner.

Whereas, the Wind Power Project will have up to two (2) wind turbine generators located on the WMR Land that will be within the Setback Distance from the boundary between the WMR Land and CMP Property and may create shadow flicker effects on a portion of the CMP Property. In addition, the Wind Power Project will emit sound, possibly at levels that may exceed applicable state or local maximum sound levels.

Now, therefore for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Seller's Initials

DAA

CMP grants to WMR, with quitclaim covenant, a non-exclusive, perpetual easement, to maintain up to two (2) turbines within the Setback Distance from the westerly boundary of the CMP Property than permitted by the Rules. CMP further grants to WMR, with quitclaim covenant, a non-exclusive, perpetual easement, which shall be exercised over, through and across the portion of the CMP Property more particularly described in Exhibit A attached hereto and made a part hereof (the "Easement Area") to (i) cast shadows or shadow flicker (consisting of changes in light intensity caused by rotating wind turbine blades casting shadows on the ground or a stationary object) from the Wind Power Project onto the Easement Area, and (ii) to have sound generated from the Wind Power impact the Easement Area that exceeds otherwise applicable state or local maximum sound levels.

The benefit of the easements hereby granted are not appurtenant to any particular property and shall be transferable in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by WMR, it being the intent of the parties that such benefit may be transferred to any successors or assignees of WMR that own or operate the Wind Power Project, as it may be modified, divided or expanded.

If an "Event of Abandonment" (defined below) occurs CMP may terminate this easement only after providing written notice to WMR of the Event of Abandonment and its intent to declare the easement abandoned and to terminate the easement, and giving WMR the opportunity to reclaim the easement within ninety (90) days of receipt of notice by taking action to address the Event of Abandonment. This easement shall not terminate if within ninety (90) days after WMR's receipt of the written termination notice, WMR provides written notice to CMP of its intent to reclaim the easement and takes affirmative measures to address the Event of Abandonment. In the absence of such notice, CMP may record an affidavit attesting under oath to the abandonment of the easement and the giving of the above notice without reply or statement of intent to reclaim having been given by WMR, and upon recording thereof, this easement shall terminate. An Event of Abandonment shall mean one or more of the following events: (i) following a determination the Rules no longer require the easements herein granted for the Wind Power Project, WMR provides written notice of WMR's affirmative abandonment of the easement; (ii) the failure to commence construction of the Wind Power Project for a period of ten (10) years from the date hereof; or, (iii) the decommissioning (as such term is defined in the Rules) of the Wind Power Project and it remains abandoned for a period of five (5) years thereafter.

In further consideration of the grant of this easement, as of the date hereof, WMR, for itself and its successors and assigns does hereby indemnify and hold harmless CMP (and CMP's officers, directors, affiliates, consultants, advisors and owners) from any action, claim, suit or proceeding, in each case made by third parties, in equity, law and/or administrative proceeding that may arise now or in the future against CMP with respect to WMR's use of the easements granted hereunder, including without limitation the emanation of sound, shadow or shadow flicker from the Wind

Seller's Initials

DA

Power Project outside the Easement Area that otherwise may be enforceable under applicable zoning, planning or other federal, state or local permitting requirements or other authorizations.

In addition, WMR, for itself and its directors, officers, employees, contractors, agents and successors and assigns, hereby releases and waives any and all claims, demands, damages, liabilities, actions, causes of action, suits, judgments, penalties, and fines of any type or nature (collectively, "Claims"), including but not limited to claims for personal injury, death, or property damage, they now have or may have in the future against CMP and its parent corporation and affiliates and their respective directors, officers, employees, contractors, agents, successors, and assigns, which may arise out of WMR's use of easements granted hereunder, except nothing hereunder shall limit or restrict WMR's right to exercise and enforce its easement rights.

The easements granted hereunder shall be exercised in a manner which shall not unreasonably interfere with the rights of others to use the CMP Lands under any easement or other instrument of record existing as of the date hereof.

If either CMP or WMR violates the terms or conditions of this easement, the other party shall be entitled to any remedy available under applicable law or equity, provided, however that no such violation by WMR shall result in a termination of the Easements granted by this Easement. The easement rights granted herein shall not be terminable by CMP under any circumstances except as in the Event of Abandonment as expressly set forth herein. In the event of any proceeding brought to enforce the terms or conditions of this easement, the prevailing party will be entitled to recover from the other party any and all expenses of litigation, court costs, expert fees, reasonable attorneys' fees and other legal fees association with such proceedings.

(Signature on next page)

Seller's Initials

DAH

IN WITNESS WHEREOF, Central Maine Power Company has caused this instrument to be executed by its duly authorized representative this \_\_\_ day of \_\_\_\_\_.

Witness:

CENTRAL MAINE POWER COMPANY

\_\_\_\_\_

By:  
Its:  
Hereunto Duly Authorized

STATE OF MAINE  
Kennebec, ss.

\_\_\_\_\_, 20\_\_

Personally appeared the above named \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ and acknowledged before me the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of Central Maine Power Company.

\_\_\_\_\_  
Notary Public/Attorney at Law

Seller's Initials

DA

Exhibit A

[To Be Populated Prior to Closing with Survey Description of Easement Area Pursuant to  
Section 7(g) of the Option Agreement]

Seller's Initials DAF

**EXHIBIT D**  
**Central Maine Power Company**

Is the Transfer 3A Parcel to be conveyed and/or the larger parcel containing the Transfer 3A Parcel enrolled in the Maine Tree Growth Tax program? – YES/NO(Circle One)

If the Transfer 3A Parcel and/or the larger parcel containing the Transfer 3A Parcel is enrolled under the Maine Tree Growth Tax Program, the Seller will not be liable for any penalty resulting from the conveyance contemplated herein. Further, if the Premises is acquired, the Buyer will reimburse the Seller for reasonable costs to modify or amend Seller's Timber Management Plan to reflect the change in use.

Seller's Initials

DHA



## OPTION AGREEMENT

This OPTION AGREEMENT (this "Agreement") is entered into as of the 18th day of June, 2021 (the "Effective Date"), by and between **WESTERN MAINE RENEWABLES, LLC**, a Maine limited liability company, having a mailing address of 549 South Street, Quincy, MA 02169 (the "Seller") to **CENTRAL MAINE POWER COMPANY**, a Maine corporation having a mailing address of 83 Edison Drive, Augusta, Maine 04336 (the "Buyer").

This Agreement is made with reference to the following facts and objectives:

- A. Seller is the owner of certain lots or parcels of land located in Moscow, Somerset County, Maine, being more particularly described in a deed from Western Maine Realty, LLC to Seller, dated August 14, 2012 and recorded in the Somerset County Registry of Deeds in Book 4579, Page 99 (the "WMR Land"), which contains portions described as Tract 107, Tract 107-3 R4#5, and Tract 108-3 R4#5.
- B. Buyer is the owner of certain lots or parcels of land located in Moscow, Somerset County, Maine, adjacent to the WMR Land, being more particularly described in a deed from Weyerhaeuser Company to Buyer, dated November 19, 2019 and recorded in the Somerset County Registry of Deeds in Book 5496, Page 102 containing among other things, a 439-acre tract and together with rights of access thereto (the "CMP Parcel"). The CMP Parcel is depicted on a survey recorded in the Somerset Registry of Deeds in Plan File 2019, Page 69 ("Survey").
- C. The WMR Land, including Tract 107, Tract 107-3 R4#5, and Tract 108-3 R4#5, and the CMP Parcel, including the 439-acre tract and another tract identified as Tract 110-8E on the Survey, are shown on the plan attached hereto as **Exhibit A** (the "Plan").
- D. Buyer and Seller are parties to a certain Option Agreement dated as of an even date near herewith pursuant to which Buyer granted Seller as consideration for this option, an option to acquire (i) a Wind Safety Easement, and (ii) the Transfer 3A Parcel, as such terms are defined in that option agreement (such agreement and the rights granted therein being referred to in this Agreement as the "Other Transaction"). The Other Transaction is in support of the construction and operation of a wind power project on the WMR Land, including wind turbine generators and towers and related equipment facilities, infrastructure and substructures (the "Wind Power Project").
- E. As consideration for the Other Transaction, Buyer desires to obtain and Seller is willing to grant an option to acquire (i) a 700' x 700' portion of the WMR Land, being identified on the Plan as "Transfer 2A" and consisting of Tract 108-3 R4 #5, containing 8.52 acres, and Tract 107-3 R4 #5, containing 2.72 acres, and (ii) a 220' x 150' portion of Tract 107 of the WMR Land, being identified on the Plan as "Transfer 2B" (The portions of the WMR Land identified on the Plan as Transfer 2A and Transfer 2B are referred to in this Agreement collectively as "Transfer 2 Parcels").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in consideration of the Other Transaction, Seller and Buyer agree as follows:

1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive and irrevocable right and option to purchase, in accordance with the terms and conditions of this Agreement (the "Option") the Transfer 2 Parcels. The Option shall remain in effect for a period commencing with the Effective Date of this Agreement and ending at 11:59 P.M. on May 31, 2022 (the "Option Term").

2. **CONSIDERATION FOR OPTION & PURCHASE PRICE.** The consideration for the Option and the consideration and purchase price for the Transfer 2 Parcels is Buyer's grant to Seller of the option to acquire the easement and parcel which is the subject of the Other Transaction.

3. **NOTICE OF EXERCISE.** Buyer may exercise the Option at any time during the Option Term by providing Written notice of the exercise of the Option to Seller by mailing (including express mail services), or delivering the same in person, to Seller to the mailing address listed above on or before the expiration date of the Option Term. If notice of the exercise of the Option is given by mail, the Option shall be deemed validly and effectively exercised when such notice is deposited in the mail (including depositing with an express mail service). Seller is hereby obligated to notify Buyer within 10 days of any mailing address changes.

4. **RESTRICTIONS DURING OPTION TERM.** During the Option Term, and prior to closing under Section 6 hereof, Seller agrees not to (i) enter into any contracts with respect to the sale or long term lease of the Transfer 2 Parcels, and/or create, grant, permit, suffer to exist any easement, lien, encumbrance, condition or other right or interest that may burden the Transfer 2 Parcels, without prior written consent of Buyer.

5. **RIGHT TO INSPECT, SURVEY AND TEST.** Seller grants to Buyer, and its members, managers, employees, agents, contractors, subcontractors, assigns and invitees a non-exclusive right to enter upon the Transfer 2 Parcels, (together with the right to cross over other portions of the WMR Land or any other property of Seller using existing improved roads or access ways to reach the Transfer 2 Parcels, as permitted and subject to the terms of any underlying road access easement or agreement of record pertaining to the access road) during the Option Term for the purpose of preparing and making all plans and studies necessary or appropriate for or in connection with the application process for all permits from any and all governmental bodies deemed necessary or advisable by Buyer and for and in connection with the acquisition of the Transfer 2 Parcels. Such activities may include, but shall not be limited to, surveying, soil testing, water monitoring and testing and engineering studies. All such testing activities shall be reasonably conducted and shall not materially damage the WMR Land. Upon completion of such activities, Buyer shall restore the WMR Land where such testing activities were conducted to its condition prior to such activities. Buyer shall have the right to cut small trees and brush for surveying sight lines.

Seller's Initials 

6. **CLOSING.** In the event Buyer exercises the Option, the closing shall take place within **90 days of notice of the exercise** of the Option at a specified date, time and place convenient to the parties hereto. In the event that the parties cannot agree upon a date, time and location than the closing shall take place at a date, time and place determined by Buyer upon providing five (5) days advance notice thereof. The deed(s) and all closing documents shall be prepared by a closing agent designated by Buyer to handle the closing. Except as may otherwise be provided herein, Buyer shall be responsible for all expenses and fees incurred in closing this transaction, except for Seller's expenses for legal and consultant services (if any) arranged for and obtained by Seller. Property taxes with respect to the Transfer 2 Parcels will be prorated as of the date of closing, based on the municipal fiscal year of the Town of Moscow Maine and the most recently available tax bills, and Buyer and Seller shall be responsible for paying equal shares (i.e., 50% each) of the real estate transfer taxes imposed pursuant to 36 M.R.S.A. §4641-A due with respect to the conveyance of the Transfer 2 Parcels.

7. **BUYER'S CONDITIONS PRECEDENT TO CLOSING.** In the event Buyer exercises the Option, Buyer's obligation to accept closing transfer of the Transfer 2 Parcels is subject to satisfaction of the following conditions, which conditions (except for the conditions set forth in subparagraphs F and G which are for the benefit of both parties) are for the exclusive benefit of Buyer and which Buyer shall have the right to waive, in its sole discretion:

A. Seller shall convey to Buyer, Transfer 2 Parcels, together with any rights of access thereto **by a quitclaim deed with covenant**, free and clear of any liens and other encumbrances, except for (i) real estate taxes which are not yet due and payable (and which shall be prorated in accordance with Section 6 of this Agreement); and (ii) such easements, encumbrances and restrictions of record which appear in the chain of title to the Transfer 2 Parcels as of the Effective Date and which do not interfere with, compromise or restrict Buyer's ability to use the Transfer 2 Parcels for any electric utility purposes (collectively "Permitted Encumbrances"). If Seller cannot deliver the Transfer 2 Parcels free of tenants and subject only to the Permitted Encumbrances, Buyer shall have the right to (i) terminate this Agreement, in which event this Agreement shall be void and of no further force or effect, or (ii) waive such defect as provided herein, or (iii) undertake to cure such defect in which event costs incurred by Buyer in undertaking such cure shall be paid by Seller at closing. In the event Buyer undertakes to cure such defect, but such defect is incapable of being cured, as determined by Buyer in its sole discretion, Buyer shall have the right to terminate this Agreement. The closing date shall be extended up to 60 days, in Buyer's sole discretion, if Seller undertakes to cure defects in title upon notice by Buyer plus an additional number of days equal to the number of days of any extension of the time to cure consented to by Buyer, and shall be extended a sufficient period of time to permit Buyer to cure or attempt to cure such defects if Buyer elects to undertake such cure, as provided herein.

B. There are no hazardous or toxic substances, underground storage tanks, or asbestos on the Transfer 2 Parcels as these terms are defined in Federal, State or local ordinances and regulations.

Seller's Initials 

C. There are no claims, demands, liabilities or actions pending or threatened against Seller or the Transfer 2 Parcels (including, without limitation, condemnation proceedings) which constitute or might ripen into a lien or claim against the Transfer 2 Parcels or which could prevent, prohibit, delay or interfere with Buyer's use of the use the Transfer 2 Parcels.

D. There are no existing violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Transfer 2 Parcels.

E. The parties agree that this Agreement shall not be recorded. Instead, the parties agree to execute and record in the registry of deeds in the county where the Transfer 2 Parcels are located, at Buyer's expense, a "Memorandum of Option" in the form attached hereto as **Exhibit B**.

F. The transfer of the Transfer 2 Parcels do not require subdivision approval with respect to the WMR Land (including the Transfer 2 Parcels), or any other land owned by Seller contiguous with the Transfer 2 Parcels. Further, Seller covenants and agrees that, during the Option Term, Seller shall not make a division (as such term and the corollary terms "divide," "divided," and "dividing" and are used in 30-A M.R.S.A. § 4401) of the Transfer 2 Parcels, or any other land owned by Seller contiguous with the WMR Land in a manner that would require Buyer to obtain subdivision approval with respect to the Transfer 2 Parcels in order to lawfully acquire the Transfer 2 Parcels in accordance with this Agreement.

G. The definition and description of the Transfer 2 Parcels as set forth on the Plan are for option purposes only. Seller and Buyer hereby agree that Buyer will prepare a final description of Transfer 2 Parcels at Buyer's sole expense that will definitively locate and describe the Transfer 2 Parcels, and that such descriptions will be used in the deed(s) of conveyance following review and acceptance thereof by Seller, which acceptance shall be given if the final descriptions are consistent with the Plan and Survey.

**8. FAILURE TO EXERCISE OPTION.** If Buyer does not exercise the Option within the Option Term, then this Agreement shall be void and of no further force or effect.

**9. SUCCESSORS AND ASSIGNS; ASSIGNMENT.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto. Buyer shall have the right to assign all or any of its rights in this Agreement, and any of the rights or privileges, granted herein, without the need for the consent of the Seller, or the Seller's successors or assigns.

**10. MISCELLANEOUS.**

A. This Agreement shall not be modified or amended except by an instrument in writing executed by Seller and Buyer.

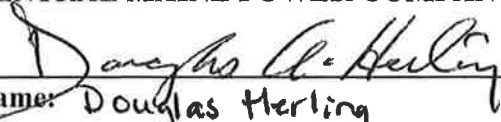
Seller's Initials 

- B. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- C. All section headings in this Agreement are for convenience only and are of no independent legal significance.
- D. All exhibits referenced in this Agreement are made a part hereof. Additional conditions are set forth in attached Exhibit C.
- E. In the event either party shall default on any of its obligations herein, the non-defaulting party may seek to employ any and all available legal and equitable remedies. If either party seeks specific performance, that claim shall be brought in the Maine Superior Court. Claims for any other remedy for a default under this contract shall be decided by binding arbitration before a single arbitrator selected by the parties. In the event that the parties are unable to agree on an arbitrator within 30 days of a request for appointment of an arbitrator by one party, the party seeking arbitration may submit the arbitration demand to the American Arbitration Association ("AAA") for resolution by a single arbitrator. If court proceedings or arbitration are initiated by either party with respect to this Option, the reasonable attorney's fees of the prevailing party, and all costs of arbitration, if applicable, shall be paid by the non-prevailing party.
- F. Seller and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to the transactions which are the subject of this Agreement, or to the extent employed shall be fully paid by the employing party at or prior to closing. Seller and Buyer agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of transactions which are the subject of this Agreement, alleging an agreement with the Seller or Buyer, as the case may be. This agreement to indemnify and hold harmless shall survive the closing.

**IN WITNESS WHEREOF**, Seller and Buyer have executed this Agreement as of the Effective Date.

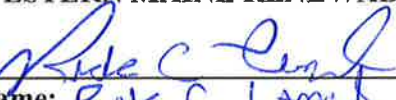
**BUYER:**

**CENTRAL MAINE POWER COMPANY**

  
Name: Douglas Herling  
Its: President + CEO

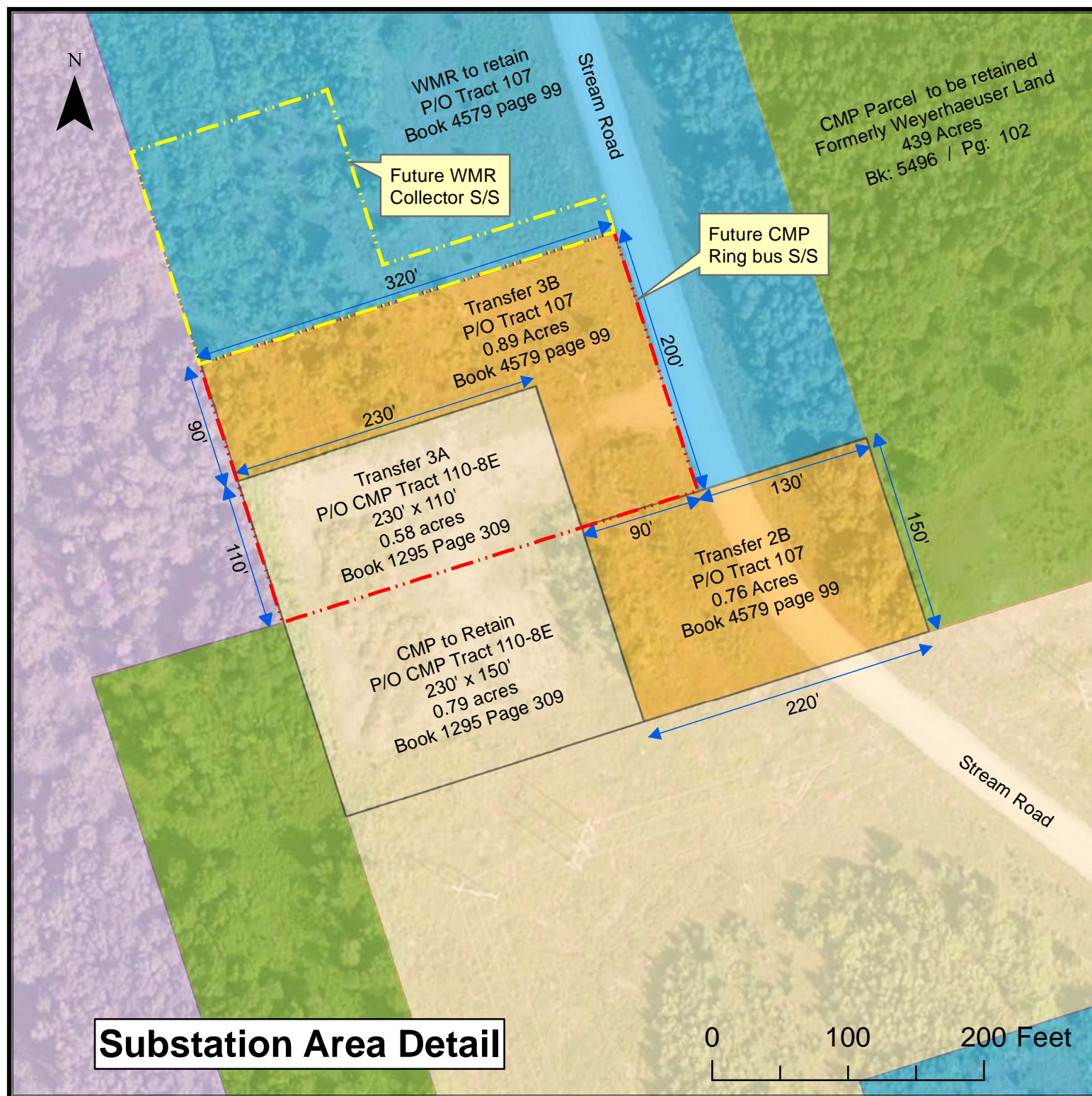
**SELLER:**

**WESTERN MAINE RENEWABLES, LLC**

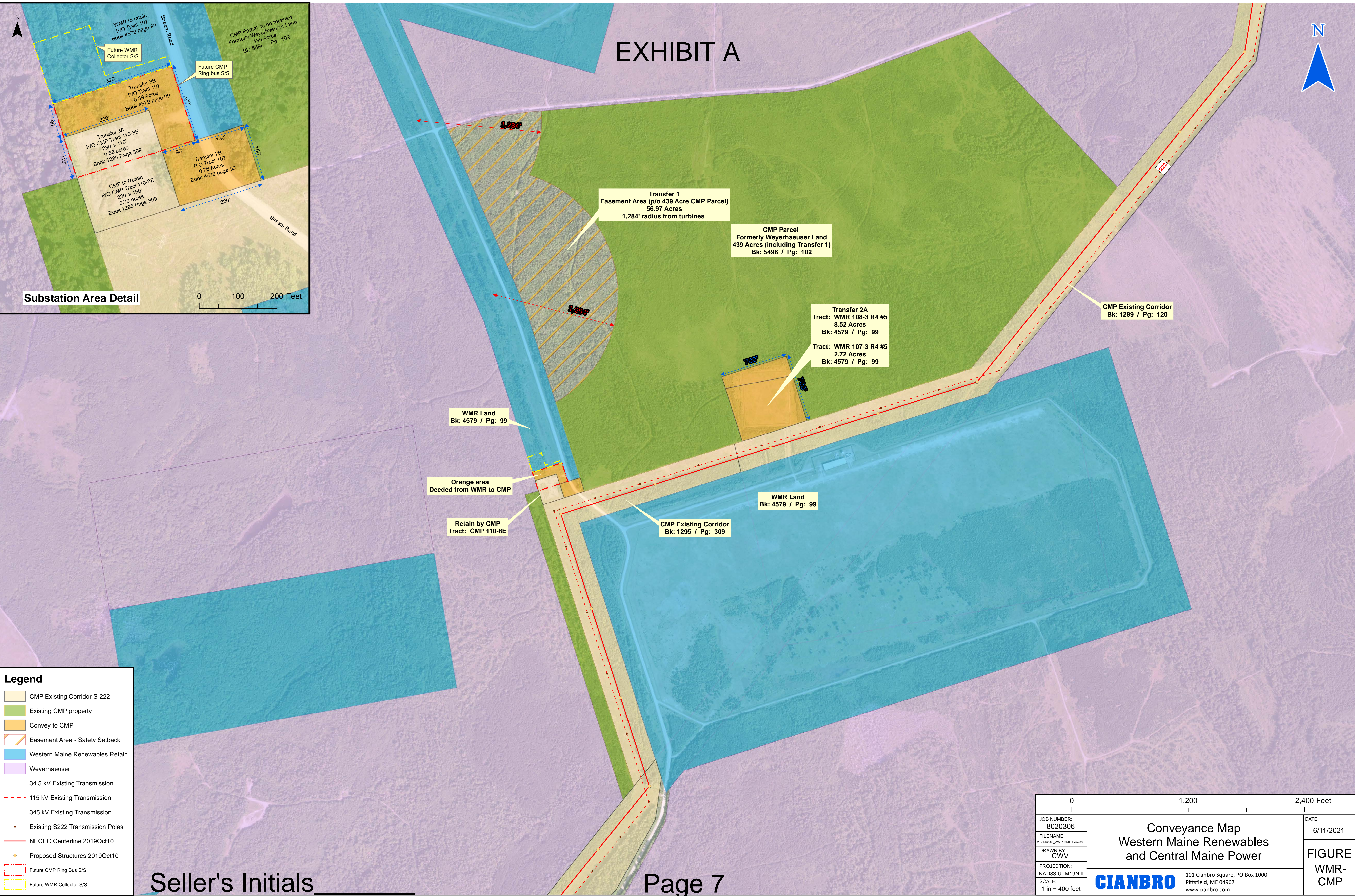
  
Name: Rick C Leonard  
Its: Manager

Seller's Initials 

# EXHIBIT A



Substation Area Detail



**Legend**

- CMP Existing Corridor S-222
- Existing CMP property
- Convey to CMP
- Easement Area - Safety Setback
- Western Maine Renewables Retain
- Weyerhaeuser
- 34.5 kV Existing Transmission
- 115 kV Existing Transmission
- 345 kV Existing Transmission
- Existing S222 Transmission Poles
- NECEC Centerline 2019Oct10
- Proposed Structures 2019Oct10
- Future CMP Ring Bus S/S
- Future WMR Collector S/S

Seller's Initials

Page 7

<p>0 1,200 2,400 Feet</p>	<p><b>Conveyance Map</b> Western Maine Renewables and Central Maine Power</p>	<p>DATE: 6/11/2021</p>
<p>JOB NUMBER: 8020306</p>	<p><b>CIANBRO</b></p>	<p><b>FIGURE</b> WMR- CMP</p>
<p>FILENAME: 2021Jun10_WMR_CMP_Convey</p>	<p>101 Cianbro Square, PO Box 1000 Pittsfield, ME 04967 www.cianbro.com</p>	
<p>DRAWN BY: CWV</p>		
<p>PROJECTION: NAD83 UTM19N ft</p>		
<p>SCALE: 1 in = 400 feet</p>		

**EXHIBIT B**

**MEMORANDUM OF OPTION**

*Executable version attached herein*

Seller's Initials 



**MEMORANDUM OF OPTION**

- 1. Date of Option: \_\_\_\_\_, 20\_\_\_\_
- Name and Address of Seller: WESTERN MAINE RENEWABLES, LLC  
549 South Street, Quincy, MA 02169
- 2. Name and Address of Buyer: CENTRAL MAINE POWER COMPANY  
83 Edison Drive, Augusta, Maine 04336
- 3. Description of Option Property: See attached **Exhibit A.**
- 4. Term of Option: The Option runs until May 31, 2022.
- 5. Condition of Option: During the term of the Option, Seller shall not sell, offer to sell, mortgage, encumber, or otherwise transfer or dispose of, or alter; the option property, including the cutting of trees by or at the direction of Seller, without prior written consent of Buyer.

**IN WITNESS WHEREOF**, the undersigned have executed this Memorandum as of this day of \_\_\_\_\_, 20\_\_\_\_.

**SELLER: WESTERN MAINE RENEWABLES, LLC**

*Rick C Leonard*  
Printed Name: Rick C Leonard  
Its: Manager

State of Maine  
County of Somerset, ss

The above-named Managers, (insert title) personally appeared before me and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Seller.

Date: 6/18/2021

Sarah H Martin  
Notary Public  
Printed Name: Sarah H Martin  
My Commission Expires: 11/20/2024

Seller's Initials WLM

**BUYER: CENTRAL MAINE POWER COMPANY**

By: *Douglas A. Herling*  
Printed Name: Douglas Herling  
Its: President + CEO

State of Maine  
County of Kennebec, ss

Personally appeared the above-named Douglas Herling President + CEO, (insert title) in his/her said capacity and acknowledged the foregoing instrument to be his/her free act and deed, and the free act and deed of CENTRAL MAINE POWER COMPANY.

Date: 6/17/2021

*Megan L. Masarsky*  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Seller's Initials *AC*

**EXHIBIT A**  
**Western Maine Renewables, LLC to Central Maine Power Company**

As presented in EXHIBIT A attached to the Option Agreement and retained in the Buyer's files.

Transfer 2 Parcels:

Three certain lots or parcels of land referenced in the deed as Tract 108-3 R4 #5, 107-3 R4 #5 and a portion of Tract 107, located in the Town of Moscow, County of Somerset and State of Maine being part of the land conveyed to Western Maine Renewables LLC by deed recorded in Somerset County Registry of Deeds in Book 4579, Page 99

Seller's Initials



**EXHIBIT C**

**Western Maine Renewables, LLC to Central Maine Power Company**

Is the Transfer 2A parcel to be conveyed and/or the larger parcel containing the Transfer 2A parcel enrolled in the Maine Tree Growth Tax program? – YES/NO (Circle One)

Is the Transfer 2B parcel to be conveyed and/or the larger parcel containing the Transfer 2B parcel enrolled in the Maine Tree Growth Tax program? – YES/NO (Circle One)

If the Transfer 2A parcel, the Transfer 2B parcel, and/or the larger parcel containing either of the Transfer 2 Parcels is enrolled under the Maine Tree Growth Tax Program, the Seller will not be liable for any penalty resulting from the conveyance contemplated herein. Further, if the Premises is acquired, the Buyer will reimburse the Seller for reasonable costs to modify or amend Seller's Timber Management Plan to reflect the change in use.

Seller's Initials

