

SECTION 27 PUBLIC SAFETY

A proposed generating facility must demonstrate that it has sufficient project setbacks and other considerations to adequately protect public safety in accordance with Title 38 M.R.S. §3455; 06-096 CMR 382(5).

A. Turbine Design Certification

The Project will be constructed with Vestas V150-4.2 MW wind turbine generators. An IEC Type Certificate of conformity with the International Electrotechnical Commission standards for the Vestas V150 by DNVGL is attached as Exhibit 27-1 (Turbine Design Certification).

B. Safety Controls

Vestas V150-4.2 model is a three-bladed, horizontal axis, upwind, variable-speed, pitch-regulated turbine. The speed and power output are controlled primarily by an active hydraulic pitch regulation system. The blades are mounted on pitch bearings and can be feathered for shutdown purposes. Each blade has its own independent pitching mechanism capable of feathering the blade under operating conditions. The independent pitch mechanism on each blade provides for redundancy.

The generator revolutions per minute (rpm) and main shaft rpm of the V150 are registered by inductive sensors and calculated by the wind turbine controller to protect against overspeed and rotating errors. In addition, the V150 turbine is equipped with a safety programmable logic controller, an independent computer module that measures the rotor rpm. In case of an overspeed situation, the safety programmable logic controller activates the emergency feathered position (full feathering) of the three blades independently of the turbine controller.

The main brake of the turbine is aerodynamic. Stopping the turbine is done by full feathering of the three blades (individually turning each blade). Each blade has a hydraulic accumulator to supply power for turning the blade. In addition, there is a mechanical disc brake on the high-speed shaft of the gearbox with a dedicated hydraulic system. The mechanical brake is only used as a parking brake and when activating the emergency stop buttons.

The wind turbines operate automatically and are self-starting when the wind speed reaches an average of 4 m/s or approximately 9 miles per hour (mph). The output increases with wind speed until wind speed reaches approximately 12 m/s (27 mph). At this point, the power is regulated at the fully controlled power of 4.2 MW.

If the average wind speed exceeds the maximum operational limit of 24.5 m/s (54.8 mph), the wind turbines will automatically shut down by feathering the blades. The aerodynamic brakes are redundant due to the ability to brake one blade. When the average wind speed drops back below 22.5 m/s (50.3 mph), the system automatically resets. The V150 turbine is designed to withstand gusts of up to 52.5 m/s (118 mph).

C. Public Safety Setbacks

The Project has been sited with appropriate related setbacks. MDEP requires that the wind turbines are sited with setbacks from adjacent properties and adjacent existing uses. In accordance with Title 38 M.R.S. § 3455; 06-096 CMR 382(5) MDEP requires that the minimum setback to an adjacent property line be the distance equal to the local setback requirements, or 1.5 times the sum of hub height plus the rotor diameter, whichever is greater from adjacent properties and adjacent existing uses including public roads. The hub height for the proposed turbines are 344 feet, the rotor diameter are 492 feet and the maximum tip height are 591 feet. The minimum required setback from edge of tower required by Title 38 M.R.S. § 3455; 06-096 CMR 382(5) is $([344.4 \text{ feet (hub height)} + 492 \text{ feet (rotor diameter)}] \times 1.5) + 7.5 \text{ feet (tower base radius)} = 1,262.1 \text{ feet}$. This distance is greater than the setback required by the Town of Moscow Ordinance (1.5 times the maximum turbine blade tip height) which is $591 \text{ feet (maximum tip height)} \times 1.5 = 886.5 \text{ feet}$. The turbine setbacks to the nearest non-participating landowner are shown in Figure 27-

1. All the turbines except turbines 4 and 5 are sited greater than the required 1,262.5 feet from the abutting property lines of the nearest non-participating landowner. Safety setback easements obtained from CMP for turbines 4 and 5 are attached in Exhibit 27-2 (Safety Setback Easements). Safety setback easements also have been obtained from an abutting participating landowner for up to seven turbines located on Project-owned land. The nearest public road (Stream Road) is approximately 11,354 feet (2.15 mi) from the nearest turbine (turbine 6), which adequately meets the setback requirements identified above. The section of Stream Road that runs through the Project is a private road.

D. Turbine Related Fire Safety Measures

The Vestas V150 includes design features that minimize the risk of fire and fire-related damage. The temperatures of major rotating components are monitored continuously, and the turbine is equipped with a Smoke Detection system including multiple smoke detection sensors placed in the nacelle (above the disc brake), in the transformer compartment, in main electrical cabinets in the nacelle and above the high voltage switchgear in the tower base. The Smoke Detection system is connected to the turbine safety system ensuring immediate opening of the high voltage switchgear if smoke is detected. In addition to routine maintenance, turbines will be monitored 24 hours a day, 7 days a week by personnel located in Portland, Oregon with backup monitoring facilities in Chennai India, Madrid Spain, and Rheine Germany. In the event of a forced shutdown, personnel will be dispatched to the turbine and emergency protocols would be implemented.

The Facility Fire Safety Plan details anticipated fire hazards, potential ignition sources for fires, and fire control procedures, including fire protection equipment or control systems (Exhibit 27-3 [Fire Safety, Additional Safety Features of the V150 Turbines, and Emergency Preparedness Plan]).

Portable fire extinguishers will be properly located throughout the facility, and employee vehicles. A handheld 5-6-kilogram carbon dioxide fire extinguisher, first aid kit, and fire blanket are required to be present in the nacelle during service and maintenance. The Applicant will regularly train contractors and employees on fire prevention and response protocols. Trainees will demonstrate an understanding of the protocols and proficiency in using all equipment prior to performing work requiring identified fire prevention equipment. The Applicant also will establish emergency communications and response protocols with local emergency response providers to ensure timely notification, access and coordination in the event of an incident.

In summary, fire risk from the proposed Project is minimal. There will be appropriate protective measures in place to reduce the risk of fires or fire-related damages.

E. Lighting

If approved by the FAA, the Project will use an ADLS. The ADLS is designed to minimize the effects of nighttime safety lighting of turbines. The ADLS will allow the required aircraft obstruction lights installed on each turbine nacelle to remain off unless an aircraft is operating in the vicinity of the site, thus greatly reducing the time that nighttime lighting is visible.

The Project is designed so that one of two ADLS designs may be constructed pursuant to review and approval by the FAA, following the technical specifications of the relevant FAA Advisory Circular.²⁷ The ADLS designs are:

- A two-radar transmitter system that will include the construction of two, 100-foot permanent lattice towers containing radar transmitters, and approximately 5.5 mi of underground power and fiber optic cable; or

²⁷ FAA Advisory Circular 70/7460-1L, Chapter 14 (10/07/2016).

- A one-radar transmitter system that will include the construction of one, 150-foot permanent lattice tower containing a single radar transmitter, and approximately 1.5 mi of underground power and fiber optic cable.

In compliance with FAA safety requirements, the Project will retain the ability to keep standard nighttime lighting of turbines on in the event that the FAA does not approve an ADLS for this Project; there is a malfunction with the ADLS during routine operation; or during periods of maintenance and repair.

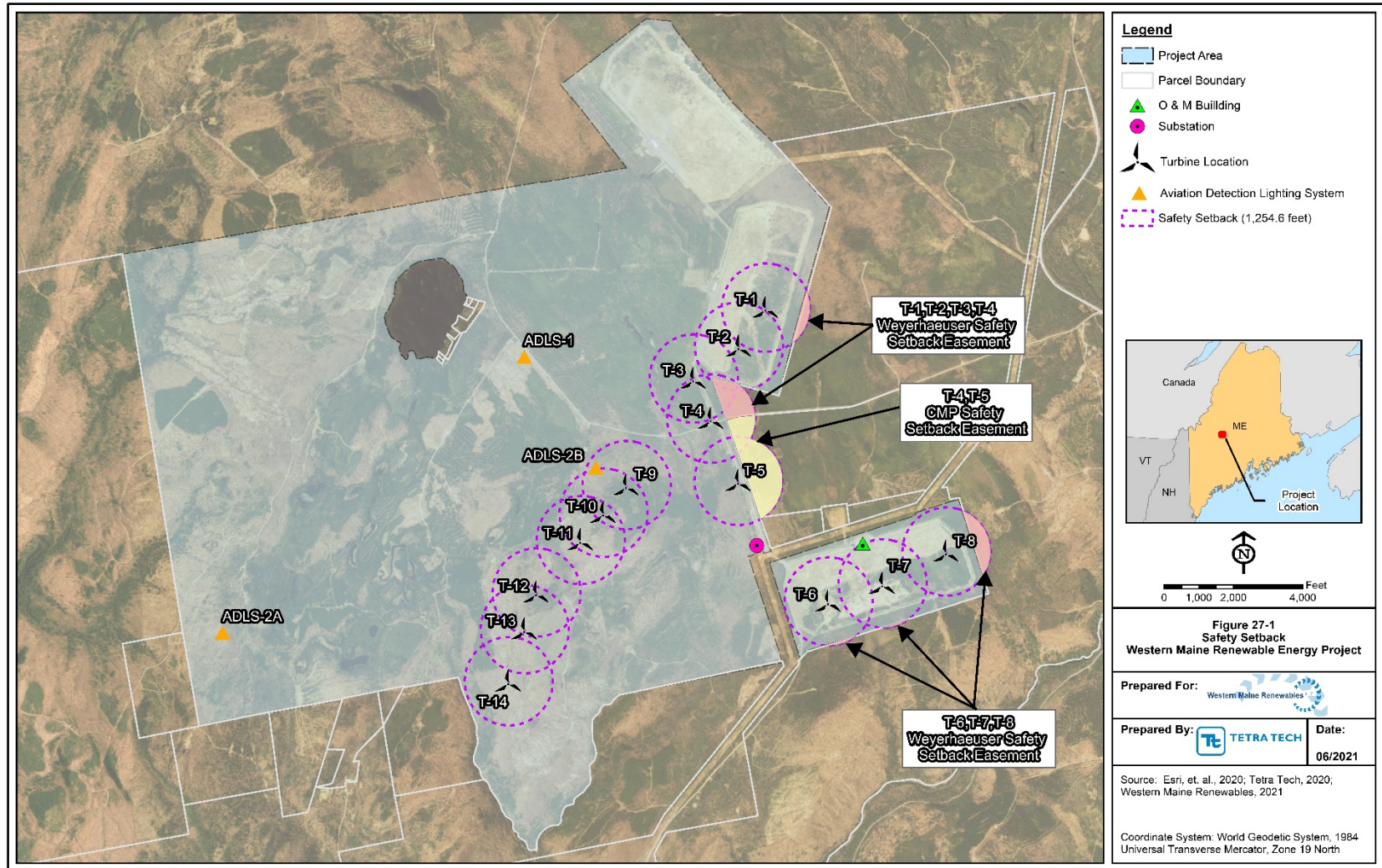
Figures

- Figure 27-1 Safety Setback

Exhibits

- Exhibit 27-1 Turbine Design Certification
- Exhibit 27-2 Safety Setback Easements
- Exhibit 27-3 Fire Safety, Additional Safety Features of the V150 Turbines, and Emergency Preparedness Plan

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Not for Construction

Figure 27-1 Safety Setback.

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EXHIBIT 27-1 TURBINE DESIGN CERTIFICATION



Certificate No.

IECRE.WE.TC.19.0075-R6

IECRE - IEC System for Certification
to Standards Relating to Equipment
for Use in Renewable Energy
Applications

TYPE CERTIFICATE

Wind Turbine

This certificate is issued to

Vestas Wind Systems A/S
Hedeager 42
8200 Aarhus N
Denmark

for the wind turbine

Vestas V150-4.0 MW / V150-4.2 MW

wind turbine class (class, standard, year)

Annex 1, IEC 61400-1: 2005+Amd1: 2010

This certificate attests compliance with IEC 61400 Series as specified in subsequent pages. It is based on the following reference documents:

Design basis evaluation conformity statement
Dated

DB-DNVGL-SE-0074-05341-4
2020-05-04

Design evaluation conformity statement
Dated

DE-DNVGL-SE-0074-04352-6
2020-05-04

Type test conformity statement
Dated

TT-DNVGL-SE-0074-05340-4
2020-05-04

Manufacturing evaluation conformity statement
Dated

ME-DNVGL-SE-0074-05339-6
2020-12-22

Final evaluation report
Dated

FER-TC-DNVGL-SE-0074-05338-6
2020-12-22

The conformity evaluation was carried out in accordance with the rules and procedures of the IECRE System
www.iecre.org

The wind turbine type specification begins on page 2 of this certificate.

Changes in the system design or the manufacturer's quality system are to be approved by DNV GL. Without approval, the certificate loses its validity.

This certificate is valid until:
2024-12-12

Approved for issue on behalf of the IECRE
Certification Body:

P. Parasaram
Ramakrishna Parasarampuram / Bente Vestergaard
Project Manager / Service Line Leader, Type
Certification
Hamburg/Hellerup 2020-12-22



Renewables Certification
Brooktorkai 18
20457 Hamburg, Germany



Certificate No.

IECRE.WE.TC.19.0075-R6

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TYPE CERTIFICATE

Wind Turbine

Machine parameters:

Power regulation:	pitch-controlled
Rotor orientation:	Upwind
Number of rotor blades:	3
Rotor tilt:	6.0°
Cone angle:	-5.5°
Rated power:	4000 kW / 4200 kW
Rated wind speed V_r :	Annex 1
Rotor diameter:	150 m
Hub height(s):	Annex 1
Hub height operating wind speed range $V_{in} - V_{out}$:	3.0 – 24.5 m/s (HWO enabled)
Design life time:	20 years
Software version:	2019.06

Wind conditions:

Characteristic turbulence intensity I_{ref} at $V_{hub} = 15$ m/s:	Annex 1
Annual average wind speed at hub height V_{ave} :	Annex 1
Reference wind speed V_{ref} :	37.5 m/s
Mean flow inclination:	8°

Electrical network conditions:

Normal supply voltage and range:	720 V
Normal supply frequency and range:	50 or 60 Hz \pm 6 % Hz
Voltage imbalance:	IEC 61000-3-6 TR max 2 %
Maximum duration of electrical power network outages:	Two 3 months periods
Number of electrical network outages	Max 52 per year



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TYPE CERTIFICATE

Wind Turbine

Other environmental conditions (where taken into account):

Normal and extreme temperature ranges:	Normal: -20°C to +45°C* Extreme: -30°C to +50°C
Low temperature turbine	Normal: -30°C to +45°C* Extreme: -40°C to +50°C
Relative humidity of the air:	100% (max 40% of time) and 90% (rest of life time)
Air density:	1.225 kg/m ³ (for normal operation) 1.325 kg/m ³ (for low temperature operation)
Solar radiation:	1000 W/m ²
Lightning protection system (standard and protection class):	Designed acc. to IEC 61400-24, Protection Level 1 and IEC 61312-1

*de-rating strategy above +30°C for 4.0MW and above +20°C for 4.2MW



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TYPE CERTIFICATE
Wind Turbine

Major components:

**If not otherwise stated, the certificate holder is the manufacturer.

Blade:

Type:	Hybrid / Infused
Material:	Carbon fibre reinforced epoxy and glass fibre reinforced epoxy
Blade length:	73.65 m
Number of blades:	3
Manufacturer:	Vestas Wind Systems A/S
Drawing / Data sheet / Part No.:	0069-0345, Rev. 3 0069-2202, Rev. 7 (OLPS)

Blade Aero Addons:

Type	STE's and RVG's
Manufacturer	Vestas Wind Systems A/S
Drawing / Data sheet / Part no.	STE Kit: 0072-2639, Rev. 0 RVG: 0073-5893, Rev. 0

Blade bearing:

Type:	Triple row cylinder bearing
Drawing / Data sheet / Part no.:	29110524, Rev. 3
TPS no.:	0023-3088, Rev. 5

Pitch System:

Type:	Hydraulic power unit
Manufacturer:	LJM/HINE/Liebherr/Hengli
Hydraulic Cylinder (180/110x922):	29111326, Rev. 1

Type	Pitch Actuation Module
Manufacturer	Vestas Wind Systems A/S
Drawing / Data sheet / Part no.	29111583, Rev. 1



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TYPE CERTIFICATE

Wind Turbine

Main shaft:

Type: Cast iron
Material: EN-GJS-500-14
Drawing / Data sheet / Part no.: 29085300, Rev. 4

Main bearing:

Type: Spherical Roller Bearing
Manufacturer: FAG
Drawing / Data sheet / Part no.: F-582562.PRL-WPO 000

Main bearing:

Type: Spherical Roller Bearing
Manufacturer: SKF
Drawing / Data sheet / Part no.: 240/950 CA / C3LW33VQ113

Main bearing:

Type: Spherical Roller Bearing
Manufacturer: JTKET / KOYO
Drawing / Data sheet / Part no.: 240/950 RHAW33TS1CS

Gearbox:

Type: 2 stage planetary and 1 helical stage gearbox
Manufacturer: ZF (EH1052A)
Gear ratio: 1:143.37
Drawing / Data sheet / Part no.: 096-EH1052A001, Rev. A

Gearbox:

Type: 2 stage planetary and 1 helical stage gearbox
Manufacturer: Winergy (PZAB 3580)
Gear ratio: 1:142.76
Drawing / Data sheet / Part no.: A5E45622888A, rev.2



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TYPE CERTIFICATE

Wind Turbine

Yaw System:

Drive type: 8 x 2.7 kW, 400 V, 50 Hz asynchronous motors

Drive manufacturer: Lafert

Drawing / Data sheet / Part no.: MZ10/A4A-55337

Drive type: 8 x 3.2 kW, 400 V, 60 Hz asynchronous motors

Drive manufacturer: Lafert

Drawing / Data sheet / Part no.: MZ10/A4A-55338

Drive type: 8 x 2.7 kW, 400 V, 50 Hz asynchronous motors

Drive manufacturer: ABB

Drawing / Data sheet / Part no.: 3GZF500810-23 A 14 AA 100 A

Drive type: 8 x 3.2 kW, 400 V, 60 Hz asynchronous motors

Drive manufacturer: ABB

Drawing / Data sheet / Part no.: 3GZF500810-23 A 14 AA 100 A

Drive type: 8 x 2.7 kW, 400 V, 50 Hz asynchronous motors

Drive manufacturer: Bonfiglioli

Drawing / Data sheet / Part no.: CD00006614-02

Drive type: 8 x 3.2 kW, 400 V, 60 Hz asynchronous motors

Drive manufacturer: Bonfiglioli

Drawing / Data sheet / Part no.: CD00007013-01

Gear type: Bevel stage and three planetary stages, $i = 952.3$

Gear manufacturer: Bonfiglioli

Drawing / Data sheet / Part no.: I7090T010300



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IECRE.WE.TC.19.0075-R6

TYPE CERTIFICATE

Wind Turbine

Gear type: Bevel stage and three planetary stages, i = 935

Gear manufacturer: Comer

Drawing / Data sheet / Part no.: N07297_01

Bearing type: Preloaded sliding bearing, PETP pads

Bearing manufacturer: Vestas Wind Systems A/S

Drawing / Data sheet / Part no.: 29104726, Rev. 0

Generator:

Type: DASG 560/6M, Induction generator

Manufacturer: Vestas Nacelles Deutschland (VND)

Rated power: 4450 kW

Rated frequency: 74 Hz

Rated speed: 1485 rpm

Rated voltage: 800 V

Rated current: 3650 A

Insulation class: H

Degree of protection: IP54

Drawing / Data sheet / Part no.: 0071-4454, Rev. 0

Converter:

Type: Full quadrant IGBT

Manufacturer: Vestas Wind Systems A/S

Rated voltage machine/grid: 720 Vrms / 800 Vrms

Rated current: 3200 A

Degree of protection: IP54

Drawing / Data sheet / Part no.: 0069-2805, Rev. 0

Transformer:

Type: Cast-Resin transformer
4GY6781-1EY

Manufacturer: Siemens



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TYPE CERTIFICATE

Wind Turbine

Rated voltage: 33 / 0.72 V
Degree of protection: IP00
Drawing / Data sheet / Part no.: 0073-7914, Rev. 0

Type: Cast-Resin transformer
DTTH1N 5000/30
Manufacturer: SGB
Rated voltage: 33 / 0.72 V
Degree of protection: IP00
Drawing / Data sheet / Part no.: 0073-7915, Rev. 02

Tower:

Type: Conical steel
Number of sections: 4
Length: 102.6 m (HH 105 m)
Drawing / Data sheet / Part no.: 0074-7302 Rev.0 (T966901)

Tower:

Type: Conical steel
Number of sections: 5
Length: 102.6 m (HH 105 m)
Drawing / Data sheet / Part no.: A005-4762, Rev.0 (T966906)

Tower:

Type: Conical steel
Number of sections: 5
Length: 102.6 m (HH 105 m)
Drawing / Data sheet / Part no.: 0068-6713, Rev.4 (T966900)

Tower:

Type: Conical steel
Number of sections: 6
Length: 152.6 m (HH 155 m)



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Applications

Certificate No.

IECRE.WE.TC.19.0075-R6

TYPE CERTIFICATE

Wind Turbine

Drawing / Data sheet / Part no.: 0078-9884 Rev.2 (T969B00)

Manuals:

Operating manual: 0079-9811, Rev. 1
 Transportation and handling manual: 0079-9801, Rev. 2
 Installation manual: 0079-9663, Rev. 2
 Commissioning manual: 0079-9665, Rev. 0

Service lift:

Manufacturer: Avanti
 Type: Avanti Shark / Avanti Dolphin / Avanti
 Beluga

Manufacturer: Power climber
 Type: Sherpa-SD4

Crane:

Manufacturer: Star 071/95 Liftket
 Maximum lifting capacity: max 800 kg



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IECRE.WE.TC.19.0075-R6

TYPE CERTIFICATE
Wind Turbine

Annex 1

Configurations covered by this Type Certificate

ID*	Variants	Hub Height	IEC WT class	Turbulence Intensity I _{ref}	Rated wind speed V _r	Mean wind speed V _{ave}
1.1	V150-4.0 MW	105 (T966901)	IEC 3B	0.14	9.7 m/s	7.5 m/s
1.2	V150-4.2 MW	105 (T966901)	S (based on IEC 3B)	0.14	9.9 m/s	7.0 m/s
1.3	V150-4.0MW	105 (T966900)	IEC 3C	0.12	9.8 m/s	7.5 m/s
1.4	V150-4.2 MW	105 (T966900)	S (based on IEC 3C)	0.12	10.1 m/s	7.0 m/s
1.5	V150-4.0MW	105 (T966906)	IEC 3B	0.14	9.7 m/s	7.5 m/s
1.6	V150-4.2 MW	105 (T966906)	S (based on IEC 3B)	0.14	9.9 m/s	7.0 m/s
2.1	V150-4.0MW	155 (T969B00)	IEC 3B	0.14	9.7 m/s	7.5 m/s
2.2	V150-4.2 MW	155 (T969B00)	S (based on IEC 3B)	0.14	9.9 m/s	7.0 m/s

* The ID follows the hub height with its first digit, the second digit is only consecutive to identify the different configurations within one hub height

EXHIBIT 27-2 SAFETY SETBACK EASEMENTS

Wind Project Safety Easement

This easement is made by **WEYERHAEUSER COMPANY**, a Washington corporation, having an address at 3220 Occidental Ave S, Seattle, Washington 98104 (“**GRANTOR**”), the owner of certain lots or parcels of land situated in the town of Moscow, Maine as described in deeds recorded in the Somerset County Registry of Deeds in Book 2490, at Page 182, as identified by the town of Moscow as parcels R1 #49, R1 #95 and R4 #9 and as more particularly depicted in **Exhibit A** attached hereto (hereinafter referred to as the “**THE PROPERTY**”).

Whereas, **WESTERN MAINE RENEWABLE ENERGY, LLC**, a Maine limited liability company having a mailing address at 101 Cianbro Square, Pittsfield, Maine 04967 (“**GRANTEE**”), plans to construct and operate a wind power project, including wind turbine generators and towers and related equipment, facilities, infrastructure and substructures (hereinafter referred to as the “**Wind Power Project**”), on lands adjacent to **THE PROPERTY**, as those lands are generally described in a deed from **Western Maine Realty, LLC** to **GRANTEE** herein, recorded in said Registry in Book 04579, Page 99 which is contemplated to be the site of improvements that will form a portion of the Wind Power Project (the “**ADJACENT PROPERTY**”); and

WHEREAS, Grantor and Grantee are parties to that certain Wind Energy Easement Agreement dated March 17, 2021, and recorded April 2, 2021 in Book 05692, at Page 113 in the Official Records of Somerset County, Maine (the “**Wind Energy Easement**”); and

Whereas, the Wind Power Project will have up to eight (8) wind turbine generators located on the aforementioned land that will be within 1,284 feet of the boundaries of **THE PROPERTY** and the State of Maine Department of Environmental Protection (“**Maine DEP**”) requires 1.5 times the sum of the hub height plus the rotor diameter of the turbine generators setback from the property boundary (“**Setback Distance**”) unless an easement is granted; and

Whereas, the Wind Power Project will cast shadows onto or produce a shadow flicker effect on **THE PROPERTY**.

Now, therefore, for a one-time easement fee equal to [REDACTED] per turbine payable within 30 days after Commercial Operation Date (as such term is defined in the Wind Energy Easement), **GRANTOR** hereby grants, with quitclaim covenant, an easement for the term hereof to **GRANTEE** for: (a) the right to place up to eight (8) turbines nearer than 1.5 times the sum of the hub height plus the rotor diameter (i.e., the **Setback Distance**) from the boundary of **THE PROPERTY** (as measured from the edge of the wind turbine generator foundation), and (b) the right to cast shadows or shadow flicker from the Wind Power Project onto **THE PROPERTY**.

The term of the Easement shall be for an initial period, commencing on the date hereof, until the date that is forty (40) years following the Commercial Operation Date (as such term is defined in the Wind Energy Easement) (the “**Initial Term**”), unless sooner terminated in accordance with the terms hereof. GRANTEE shall have the unilateral right to extend the term of this Easement for successive five (5) year periods (each a “**Renewal Period**”) upon payment to GRANTOR of an additional fee equal to the fair market value of the setback easement granted hereby for such Renewal Period. GRANTEE’s notice of extension, together with payment of the fee required hereunder, must be received by GRANTOR at least one hundred twenty (120) days prior to the end of the Initial Term or the then expiring Renewal Period, as applicable. In all events, this Easement shall automatically terminate on the date the Wind Power Project is decommissioned as required under GRANTEE’s Maine DEP Site Location of Development Act license. Nothing herein is intended to allow GRANTEE the right to repower the Wind Power Project in a manner whereby there is an increase in the **Setback Distance** or expand the Wind Project beyond the eight (8) turbines contemplated herein at the locations reviewed by GRANTOR in connecting herewith, without the express written consent of GRANTOR. Upon the expiration or earlier termination of this Easement, GRANTEE shall promptly execute and record with the Somerset County Registry of Deeds a quitclaim deed releasing this Easement.

This easement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the parties hereto. The burden of the easement hereby granted shall run with THE PROPERTY. The benefit of the easement hereby granted is appurtenant to the ADJACENT PROPERTY and shall run with the ADJACENT PROPERTY. and may be pledged, and mortgaged by GRANTEE, it being the intent of the parties that such benefit shall inure to any successors or assignees of GRANTEE that own, lease, or otherwise have the right to operate the Wind Power Project as contemplated herein on the ADJACENT PROPERTY. Nothing herein is intended to limit the rights of GRANTOR to freely sell or otherwise transfer THE PROPERTY.

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 to the address set forth below such party’s signature herein, or via email upon evidence of receipt by the primary addressee addressed to the following:

GRANTOR Primary Contact:
Ben Dow
ben.dow@weyerhaeuser.com

GRANTEE Contact:
John Kennedy

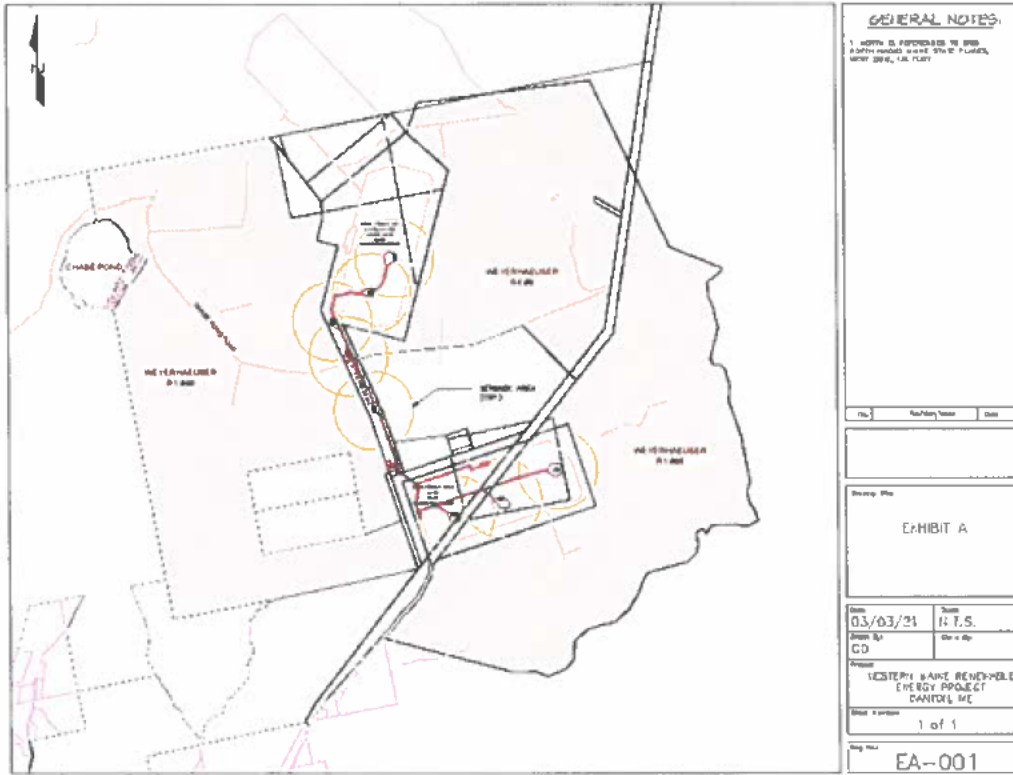
549 South St,
Quincy, MA 02169
jkennedy@jaycashman.com

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

The benefit of the easement hereby granted may be enforced by either party and their respective successors and assigns, by any appropriate legal or equitable remedy. In the event that either party or their respective successors or assigns, shall bring an action against the other party or their respective successors or assigns, by reason of a breach or violation of this easement, the substantially prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and court costs incurred in such action from the substantially non-prevailing party.

(Signatures on next page)

EXHIBIT A



GENERAL NOTES:

1. ALL WORK IS TO BE COMPLETED BY 10/31/2024.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2021 IBC CODES, UNLESS OTHERWISE NOTED.

No.	Revisory Notes	Date

Drawing Title
EXHIBIT A

Date: 03/03/24	Scale: 1/4" = 1'-0"
Drawn By: CD	Checked By:

Project:
 WESTERN BANK REHABILITATION
 ENERGY PROJECT
 DANFORD, NC

Sheet # of #:
 1 of 1

Drawing No.:
EA-001

WEYERHAEUSER COMPANY, GRANTOR

By: *R. Hossain*
Name: REHAD HOSSAIN
Its: VP. NATURAL RESOURCES

STATE OF GEORGIA)
)
COUNTY OF Fulton)

On this 7th day of May, 2021, before me personally appeared Rehad Hossain to me known to be the VP Natural Resources, 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.



Jamie Lyn Fazio
Notary Public in and for the State of Georgia
Printed Name: Jamie Lyn Fazio
Residing at: 227 Sandy Springs Pl Ste D Atlanta GA 30328
My appointment expires: 09/27/2022

**WESTERN MAINE RENEWABLE ENERGY,
GRANTEE**


By: 

Name: Jay M. Cashman

Its: Manager

Commonwealth of Massachusetts
County of Norfolk

On this 13th day of May, 2021, before me, the undersigned notary public, personally appeared Jay M. Cashman, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its state purpose and as his free act and deed.


Notary Public
My Commission
expires: 9/9/2027



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

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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.

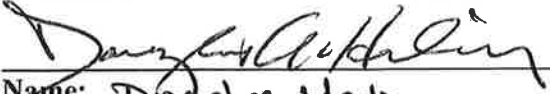
Seller's Initials



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

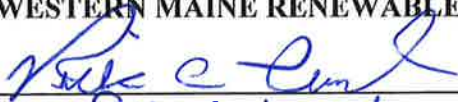
SELLER:

CENTRAL MAINE POWER COMPANY


Name: Douglas Herling
Its: President + CEO

BUYER:

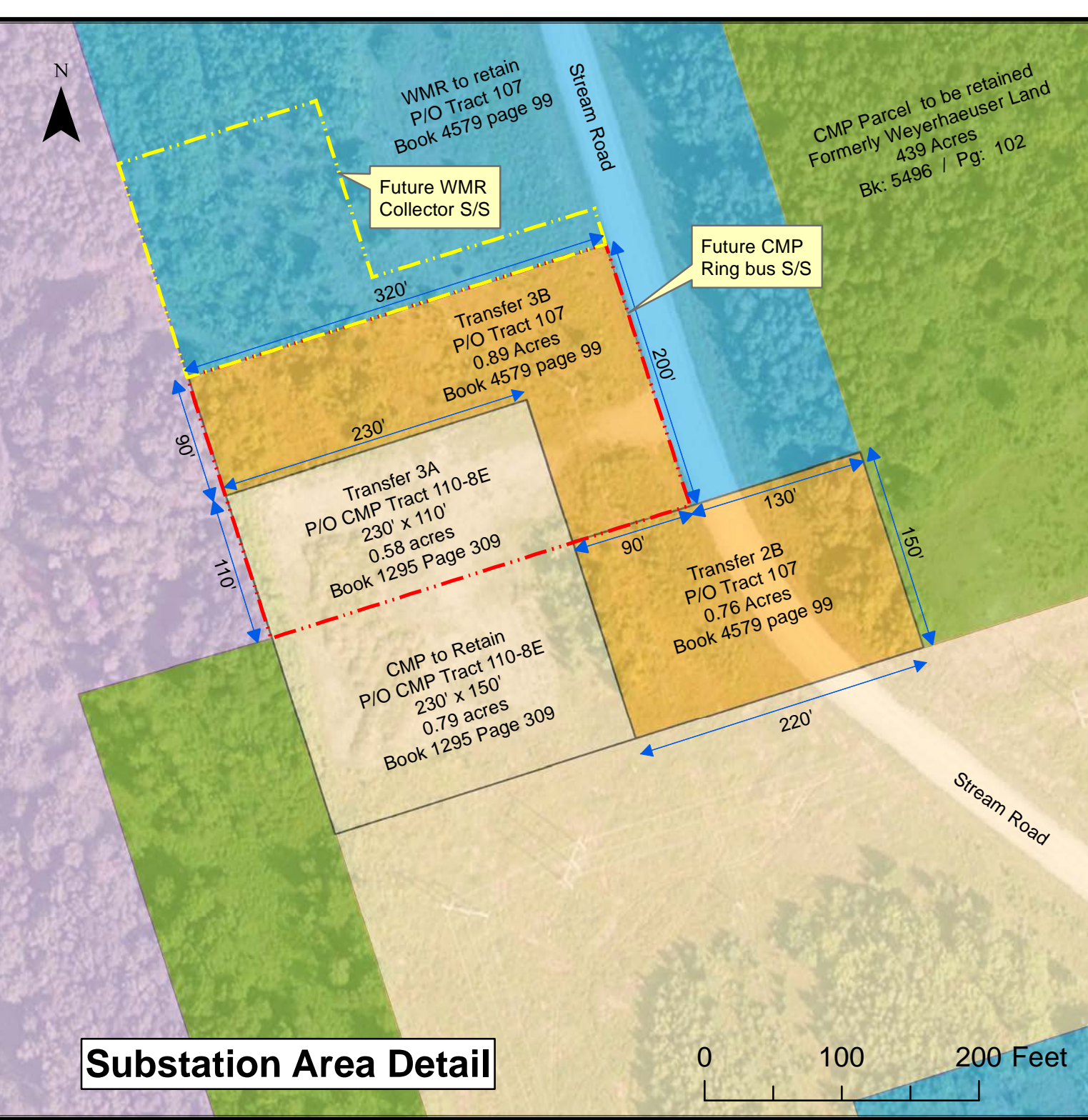
WESTERN MAINE RENEWABLES, LLC


Name: Rick C Leonard
Its: Manager

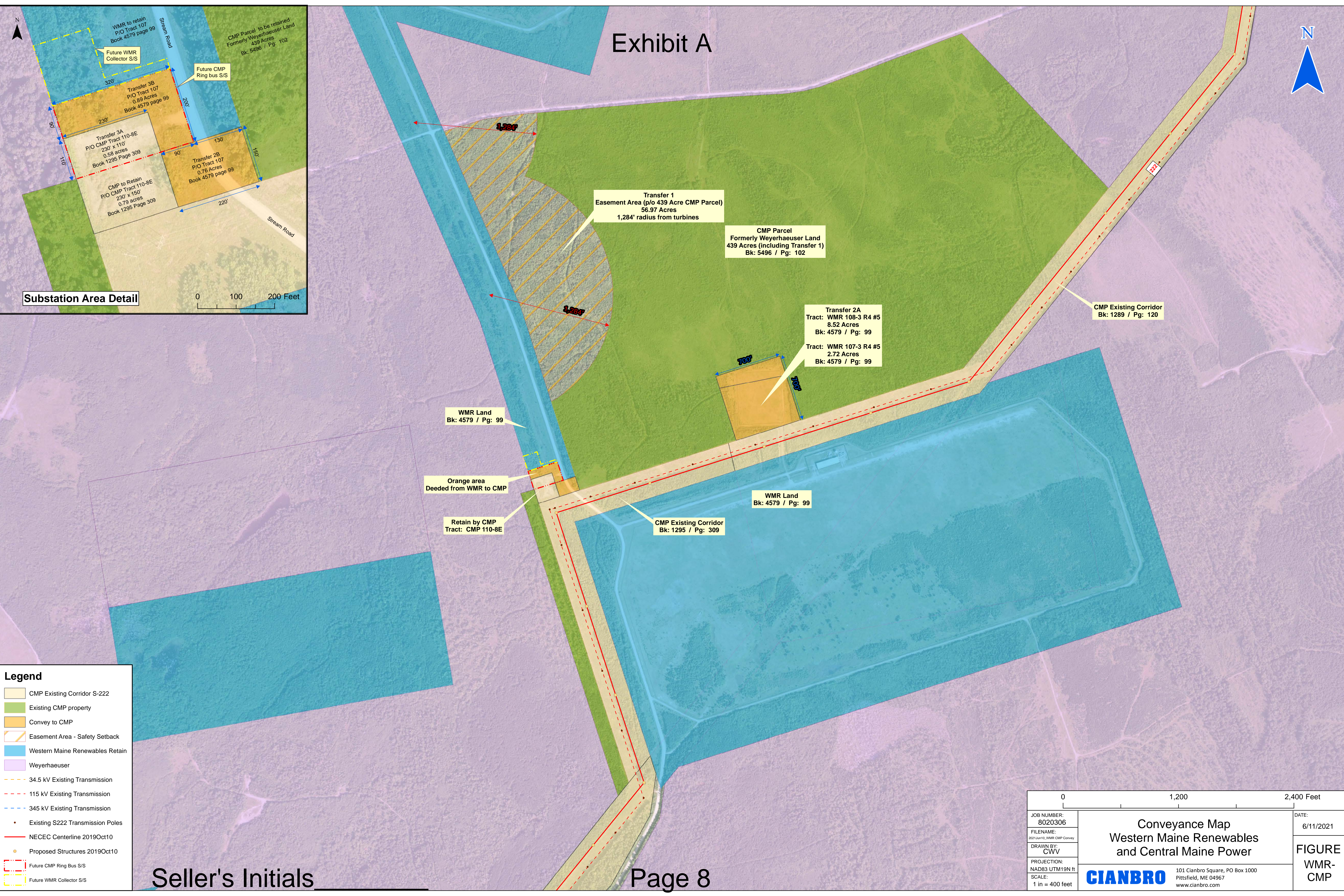
Seller's Initials



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

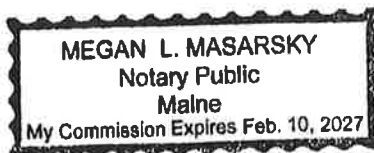
SELLER: CENTRAL MAINE POWER COMPANY

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: _____



Seller's Initials DGH

BUYER: WESTERN MAINE RENEWABLES, LLC

By: *Rock C Leonard*
Printed Name: Rock 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

Seller's Initials

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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:

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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

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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

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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.

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**EXHIBIT 27-3 FIRE SAFETY, ADDITIONAL SAFETY FEATURES OF THE V150
TURBINES, AND EMERGENCY PREPAREDNESS PLAN**

EXHIBIT 27-3

Fire Safety, Additional Safety Features of the V150 Turbines, and Emergency Preparedness Plan

INTRODUCTION

The Western Maine Renewable Energy Project (the "Project") is located in Moscow, Somerset County, Maine. The purpose of this plan is to evaluate and create an emergency response procedure to be consistent with the NFPA Standard 850 generally and, in particular, with Chapter 10 [1] which includes specifications and best management practices relevant to wind energy generating facilities.

The Project will contain 14 wind turbine generators (WTG) with a nameplate capacity of 58.8 MW. The Vestas V150 4.2 MW model turbine has been selected by the Project.

Throughout the construction phases of the Project and continuing during operations for the life of the Project, Western Maine Renewables will implement this Plan to ensure the safety of company employees as well as residents, visitors, and their property. Fires due to machine failure in modern WTG are extremely rare. Cases of fire damage to land neighboring wind farms are practically non-existent.

This Plan is established to:

- Identify potential fire hazards and potential ignition sources.
- Identify housekeeping procedures for controlling the accumulation of flammable and combustible waste materials.
- Identify procedures for regular and proper inspection and maintenance of equipment and installed systems.
- Identify procedures for emergency response to fire and other special emergency cases.

POTENTIAL PROBLEMS

The potential risk associated with fires at wind farms using current technology is low, as WTG components are designed to withstand high temperatures and electrical interference. Modern WTG are equipped with numerous fire and safety features. WTG are equipped with safety systems that are designed for the purpose of detecting and alerting operators to potential fire conditions. The WTG planned for this Project include:

- 24-hour monitoring throughout their operating life.
- Automatic shut-down controls should certain conditions occur.
- Blades with integral grounding that conducts any lightning strikes directly to earth.
- Conical steel support towers that have little, if any, risk of catching fire.

The Project has adhered to the principles set forth in the NFPA Standard, Chapter 4 (4.3.1 to 4.5.3) by considering fire safety during the design phase and choosing WTG and Project components that are consistent with NFPA recommendations.

To be prepared in the unlikely event of a fire, Western Maine Renewables has considered the following risks in the preparation of this Plan, any of which could possibly lead to an on-site fire:

- Nacelle malfunctions.

- Electrical problems associated with construction and connection lines.
- Lightning.
- Transformer malfunctions.
- Surrounding wildlife interference.
- Surrounding infrastructure failures.
- Operation of machinery.
- Unmanned operations.

Firefighting and emergency responder limitations, due to the remote nature of most projects have been considered in this Plan, as per the NFPA Standard, Chapter 16.

PROJECT FACILITIES REVIEW

The Project consists of different facilities and components which can have fire risks, but certain mitigation efforts by the manufacturers and site employees can minimize these risks. The following facilities will be discussed in this Plan: WTG, transmission line, substation, and operations and maintenance (O&M) building.

Wind Turbine Generators

The Project consists of 14 WTG with a total nameplate capacity of 58.8 MW. Vestas V150 4.2MW turbines will be installed for the Project. In instances of fire the likely location is in the nacelle or tower. WTG height and materials used in the WTG's gearing system pose the largest fire hazard potential.

The risk of WTG fire is decreased with proper maintenance, which includes using recommended lubricants and cleaning oils. The reduction of fire events in the wind industry has as much to do with the compliance of guidelines such as those put forth by the NFPA, as it does with advances in both wind facility infrastructure (design and manufacturing) and siting. As indicated in the NFPA Standard, site remoteness and relative position to other infrastructure, such as access to water supplies, quality roadways, and other emergency responders, is key. Also, because wind facilities are often located in remote areas and because each WTG is not continuously staffed, regular and proper maintenance and inspection by trained and qualified personnel is a priority at all wind facilities.

The NFPA Standard (10.5.2.2), recommends that there be certain monitors and trip functions for monitoring the WTG. These include:

- Grid disturbances.
- Yaw errors or limits.
- Braking issues.
- Abnormal vibrations.
- Overspeed conditions (including high-wind conditions).

- Temperature faults.
- Oil conditions (gearbox/lubrication and hydraulic).
- Motor protections.
- Loss of communication between modules or with the control center.
- Blade angles and battery status.

The Vestas V150 4.2 MW turbine includes the aforementioned monitors.

Vestas Turbine Specific Fire Abatement Considerations

Vestas turbines are equipped with a Smoke Detection system including multiple smoke detection sensors placed in the nacelle (above the disc brake), in the transformer compartment, in main electrical cabinets in the nacelle and above the HV switchgear in the tower base. The Smoke Detection system is connected to the turbine safety system ensuring immediate opening of the HV switchgear if smoke is detected.

Transmission Line and Substation

Transmission line fires are rare but can be caused by wildlife interactions. All transmission lines associated with the Project are designed in accordance with the Avian Power Line Interaction Committee Guidelines, which reduces the risk of combustion on power lines due to avian electrocution.

All substations will be routinely inspected to identify and respond to fire risks. There will be manual fire extinguishers located at the substation.

Land and Operations and Maintenance (O&M) Building

The Project will also include an O&M building, located within the footprint of the Project, and will support up to five employees. The O&M building will have smoke detectors installed and all electrical equipment will be enclosed (NFPA Standard, 10.6.3). Any fuel containers will be stored safely, and where such equipment is located, spill kits will be located nearby. Manual fire extinguishers will be located within the O&M building and all employees will have safety training that will include emergency escape route and fire extinguisher reviews. All fire extinguishers will be inspected annually.

BEST MANAGEMENT PRACTICES (BMP) FOR CONSTRUCTION

BMPs for construction are detailed in the NFPA Standard 850, Chapter 15, and include maintaining the appropriate setbacks from surrounding infrastructure and the consideration of public safety setbacks. Fire risks can be minimized or avoided entirely with appropriate mitigation, maintenance, and inspection practices. The construction contractor will have a copy of this plan made available prior to the start of construction and may suggest additional BMPs as part of its routine safety procedures. At a minimum, the Project is committed to the following BMPs, as they are applicable during the construction phase:

- Care when operating machinery including winches on days of high fire danger (NFPA Standard, 16.3)

- Carry fire extinguishers or firefighting equipment in vehicles (NFPA Standard, 15.8)
- Carry emergency communications equipment (NFPA Standard, 15.8)
- Ensure that all vehicles stay on the site roads or tracks and avoid parking/driving in tall grass (NFPA Standard, 15.3.1.2)
- Alert vehicle drivers about high fire danger days and avoid parking/driving grass (NFPA Standard, 15.3.1.2)
- Restrict smoking to prescribed areas (NFPA, Standard 16.3)

Any fire incidents, even if mitigated in-situ will be recorded and reported to the supervisor and site manager.

BEST MANAGEMENT PRACTICES FOR OPERATIONS

BMPs for construction are detailed in the NFPA Standard 850, Chapter 16, and include creating a program to prevent and respond to fire events.

Fire Prevention Equipment and Practices

Fire extinguishers will be placed throughout the site which would be easily accessible to employees, including at the O&M Building, substation, inside the WTG, and in vehicles (NFPA Standard, 15.8). In case of an event, first aid kits should be readily available in key locations throughout the site, including at the O&M building and in vehicles. Communication devices are also necessary and include the following devices and locations:

- Cellular telephone devices for all personnel on site (NFPA Standard, 6.7.3)
- Two-way radio for vehicles and personnel (NFPA Standard, 6.7.3)

Other preventative measures will include the following:

- Manage excess vegetation along right of ways (NFPA Standard, 15.3)
- Supply covered designated waste containers (NFPA Standard, 16.3)
- Restrict fuel and ignition sources to areas where flammable materials and ignition sources can be separated, monitored and managed (NFPA Standard, 7.2)
- Handle fuel and flammable material in a safe manner (NFPA Standard, 7.2)
- Ensure open access to exits and fire extinguishers (NFPA Standard, 15.8); and
- Restrict smoking to prescribed areas (NFPA Standard, 16.3)

Inspections and Tests

Potential fire risks need to be identified and monitored on an on-going basis through routine inspections of the Project (NFPA Standard, 16.4.1). The following Project components will be routinely inspected:

- The transformers and WTG inspected regularly to make sure the components are operating properly

- Emergency lighting
- Smoke detection systems
- Portable manual fire extinguishers

Record Keeping

All procedures and record of inspections will be kept in the O&M building or administrative building offsite. While there is no recommendation for record keeping specifically as part of the NFPA Standard 850, Western Maine Renewables considers record keeping an important internal task.

Training

A Project management designee will be responsible for fire prevention, employee training, control, and response preparedness activities at the Project (NFPA Standard, 16.2.2). Resources will be provided for staff regarding fire prevention protocol and prevention activities.

Training is required for all personnel at commencement of operations or when new employees are hired. These personnel at the Project will be trained in the following areas:

- Applicable laws and internal guidelines regarding fire prevention
- Operation of equipment to prevent fire and discharges
- Fire event procedure protocols

Security

Adequate security measures will prevent vandals from potentially starting a fire (intended or otherwise) at the Project. Security at the Project site consists of:

- The substation will be surrounded by a fence, and the entrance gate is locked when the Project is unattended
- O&M building doors will be locked outside of normal business hours
- WTG entry doors will be locked when unoccupied

While there is no recommendation for security as part of the NFPA Standard 850, Western Maine Renewables is committed to ensuring a safely maintained Project.

EMERGENCY PROCEDURES

In case of a fire, certain procedures will be followed for a safe and contained event. Due to the remote location, consideration needs to be taken for delayed response time and the lack of personnel at the Project to immediately respond to such problems (NFPA Standard, 10.4.2).

1. Call 9-1-1 for assistance. According to the NFPA Standard (10.4.3 and 10.4.5), the fire department should be familiar with the wind farm site and access to the farm, taking into consideration the location and design of the wind farm.
2. Contact the emergency fire response leader and site manager. Note: these may be the same individual.

Within 48 hours of a fire event which causes one or more WTG to stop, there must be written notification to the Bureau of Land and Water Quality, as per the request by the DEP. In case of a fire event, the personnel at the Project should only extinguish a fire with manual fire extinguishers if it is safe to do so. Emergency procedures must be followed in case of a fire.

To minimize the risk all employees or site visitors will be familiar of emergency procedures and evacuation routes. All personnel will be aware of and go to a safe meeting place in case of an emergency. All employees and site visitors will be provided a copy of this plan.

Emergency Response Special Cases

Chemical Spill or leak

Chemicals or hazardous waste will be stored safely in designated chemical storage locations that will be labeled so employees are aware of where they are. In the event of a spill or leak, the site manager will be notified, and clean-up will be performed in accordance with the substance-specific Material Safety Data Sheet (MSDS) by emergency responders or qualified personnel (NFPA Standard, 16.3.8). MSDS are standard forms that will be provided at the time of delivery of each substance and will be located in a binder in the O&M building.

Medical Emergency

If attention to an employee is needed because of a medical emergency, the local emergency medical services will be contacted.

Natural Disasters

Take cover in proper shelter and follow instructions of the Site Manager.

Bomb Threat

All bomb threats will be taken seriously. If a threat is received, the site manager will be notified and will attempt to gain further information about the person calling in the threat. In this event, the local Police Department will be contacted.

Emergency Phone Numbers

Following is a list of current emergency phone numbers. The list will be updated annually and posted on-site for all personnel.

EMERGENCY MANAGEMENT:

Dial 911

HOSPITALS

Northern Light Mayo Hospital

Dover-Foxcroft, ME ***(207) 564-8401***

Redington Fairview General Hospital

Skowhegan, ME ***(207) 474-5121***

Bingham Area Health Center

237 Main St

Bingham, ME **(207) 672-4187**

FIRE DEPARTMENTS

Bingham Fire Department

Bingham, ME **(207) 672-3081**

Solon Fire Department

Solon, ME **(207) 643-2291**

Highland Fire Station

Highland, Maine **(207) 628-5981**

Carrabassett Valley Police Department

Carrabassett Valley, ME **(207) 237-3200**

ENVIRONMENTAL EMERGENCY NUMBERS

Clean Harbors

South Portland Technical Services

17 Maine Street

South Portland, ME 04106

(207) 799-8111

National Spill Response Center: 1-800-424-8802

Maine Department of Environmental Protection: 1-800-482-0777