

ATTACHMENT 1A: TITLE, RIGHT, OR INTEREST

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

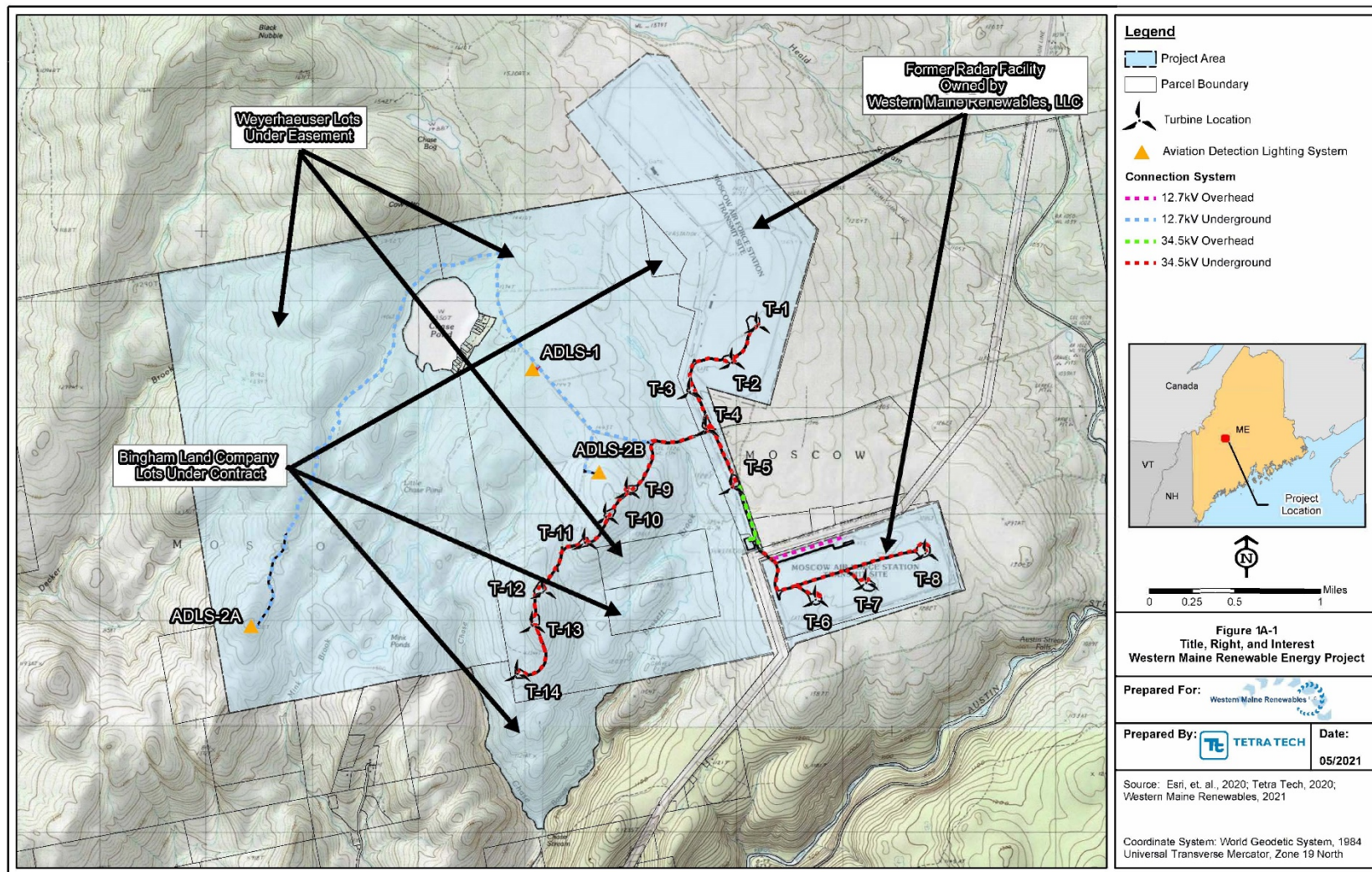
Figures

- Figure 1A-1 Title, Right, or Interest

Exhibits

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

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Not for Construction

Figure 1A-1 Title Right or Interest.

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

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

NO TRANSFER TAX

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

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

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

WESTERN MAINE REALTY, LLC

R. Andres Novey
Witness

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

STATE OF Massachusetts
County of Norfolk SS.

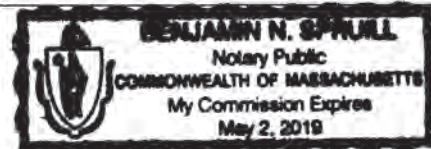
August 14, 2012

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

Before me,

[Signature]
Notary Public
Printed Name:

SEAL



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

LOCUS: Stream Road Extension, Moscow, ME

EXHIBIT A

LEGAL DESCRIPTION

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

Tract 100

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

Total Acres: 257 Acres

Tract 101

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

Total Acres: 3.28 acres

Tract 102

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

Total Acres: 77.51 acres

Tract 102E

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

Total Acreage: 0.74 acres

Tract 103E-1

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

Total Acreage: 5.04 acres

Tract 103E-2

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

Total Acreage: 26.6 acres

Tract 104

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

Total Acreage: 63.25 acres

Tract 105

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

Total Acreage: 9.27 acres

Tract 106

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

Total Acreage: 56.84 acres

Tract 107

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

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

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

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

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

Tract 107E

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

Total Acreage: 11.287 acres

Tract 108

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

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

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

Tract 109

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

Total Acreage: 52.569 acres

Tract 110

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

Total Acreage: 34.16 acres

Tract 110-E

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

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

Total Acreage: 1.458 acres

Tract 110-1E

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

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

Total Acreage: 0.216 acres

Tract 110-5E

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

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

Total Acreage: 1.53 acres

Tract 110-6E

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

Total Acreage: 2.05 acres

Tract 110-8E

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

Total Acreage: 1.37 acres

Tract 111E

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

Total Acreage: 0.661 acres

Tract 112E

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

Total Acreage: 2.667 acres

Tract 113E

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

Total Acreage: 2.262 acres

Tract 114E

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

Total Acreage: 2.498 acres

Tract 115E

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

Total Acreage: 1.1 acres

Tract 116E

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

Total Acreage: 1.185 acres

Tract 117E

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

Total Acreage: 1.647 acres

Tract 118E

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

Total Acreage: 2.555 acres

Tract 119E

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

Tract 119E-1

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

Total Acreage: 0.617 acres

Tract 120E

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

Total Acreage: 0.250 acres

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

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

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

WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. DUE DILIGENCE; ACCESS; INSPECTION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

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

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

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

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

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

13. MISCELLANEOUS.

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

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

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

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

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

TO SELLER:

Bingham Land Company

Attn: [REDACTED]

[REDACTED]

[REDACTED]

Email address:

[REDACTED]

WITH A COPY TO:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

Email address: TPresson@jaycashman.com

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

Phone No. 207-228-7114

Email address: pvanhemel@bernsteinshur.com

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

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

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

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

[Signature Page Follows]

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

WITNESS:

SELLER: BINGHAM LAND COMPANY

Date: _____

WITNESS:

BUYER: WESTERN MAINE
RENEWABLES, LLC

By: _____

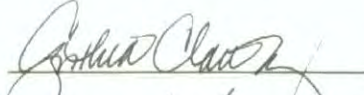
Jay Cashman, Manager


Date: _____

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

WITNESS:

SELLER: BINGHAM LAND COMPANY


Date: 4/18/21


SCOTT W. HAWRY
PRESIDENT

WITNESS:

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

By: _____

Jay Cashman, Manager

Date: _____

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

WITNESS:

SELLER: BINGHAM LAND COMPANY

Date: _____

WITNESS:

BUYER: WESTERN MAINE
RENEWABLES, LLC

John Kennedy

By: _____

Jay Cashman, Manager

Date: 4-19-2021

SCHEDULE OF EXHIBITS

Exhibit A - Book 260, Page 382

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

Exhibit C - Book 260, Page 511

Exhibit D - Book 340, Page 480

Exhibit E - Book 288, Page 381

Exhibit F – Town of Moscow Aerial Image

EXHIBIT A

[Deed: Book 260, Page 382]

Know all Men by these Presents,

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

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

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

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

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

In Witness Whereof, I the said Grantor

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

SIGNED, SEALED AND DELIVERED
 IN PRESENCE OF

Edu. W. Heath to J.C.D.

Frank E. Hall (seal)

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

Before me, A. G. Davigan

JUSTICE OF THE PEACE.

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

EXHIBIT B

Deed: Book 861, Page 483

Deed: Book 1152, Page 66

Deed: Book 1152, Page 76

Deed: Book 1351, Page 95

03277

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

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

WITNESSETH:

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

TRACT 101

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

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

Containing 3.28 acres of land more or less.

TRACT 103

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

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

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

BOOK 861 PAGE 484

Containing 0.50 acres of land more or less.

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

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

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

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

And said GRANTOR covenants and agrees as follows:

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

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

THIRD: That the said premises are free from encumbrances;

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

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

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

In Presence of:

SCOTT PAPER COMPANY

Gene Kielbaso
WITNESS

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

WITNESS

SEAL

STATE OF Pa
COUNTY OF Delaware

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

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

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

Notary Public
My Commission Expires:
Jan. 31, 1977

BOOK 861 PAGE 485

BOOK 861 PAGE 486

CERTIFICATE OF AUTHORITY

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

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

Mary M. Graham
 Assistant Secretary



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

BK 1351 PG 095

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

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

06669

TRACT 103

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

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

CONTAINING 59.82 Acres

BEARINGS are Maine Grid East Zone.

TRACT 108-1

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

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

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

N = 480952.41
E = 156825.36

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

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

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

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

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

CONTAINING 110.05 acres of land, more or less.

TRACT 108-2

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

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

N = 480292.46
E = 153335.74

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

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

BK1351 PG097

Maine Power Company right-of-way; thence

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

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

CONTAINING 36.15 acres of land, more or less.

TRACT 108-3

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

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

N-480292.46
E-153335.74

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

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

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

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

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

CONTAINING 8.52 acres of land, more or less.

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

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

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

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

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

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

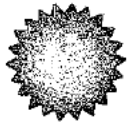
THE ABOVE-DESCRIBED lands are being acquired for the Department of the Air Force.

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

BINGHAM LAND COMPANY

William H. Trivelpiece
WITNESS

BY: William R. Lowry
Treasurer



WILLIAM R. LOWRY

State of Maine)
County of Somerset) ss:

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

Before me,

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



CERTIFICATE OF AUTHORITY

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

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

William H. Nicholas
 WILLIAM H. NICHOLAS

 CLERK
 Secretary



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

PROJECT: OTH-B Radar System

Bingham Air Force Station, Maine

Tract 106

07787

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

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

TRACT NO. 106

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

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

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

CONTAINING 56.84 acres, more or less.

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

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

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

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

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

AND the GRANTOR covenants as follows:

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

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

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

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

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

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

BINGHAM LAND COMPANY

BY: William R. Lawry
Treasurer

William R. LAWRY, TREASURER

Cliff B. Bennett
WITNESS

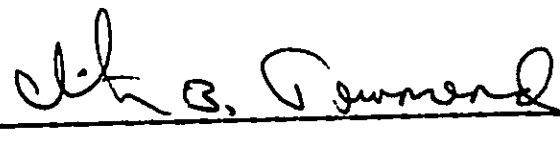
WITNESS

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



(NOTORIAL SEAL)

My commission expires: APRIL 7, 1990


CLINTON B. TOWNSEND

DECLARATION OF CONSIDERATION

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

Robert J. Pantor
Attorney

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

For the Grantee:

Robert J. Pantor
Attorney

CERTIFICATE OF AUTHORITY

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

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

William H. Nicholas
 CLERK
 Secretary

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

BOOK 1152 PAGE 66

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

Tract 105

07783

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

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

TRACT NO. 105

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

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

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

CONTAINING 9.27 acres, more or less.

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

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

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

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

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

AND the GRANTOR covenants as follows:

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

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

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

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

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

BOOK 1152 PAGE 68

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

SCOTT PAPER COMPANY

Stephen D. Gould
WITNESS

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



WITNESS

BOOK 1152 PAGE 69

TRACT NO. 105

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

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

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

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

Dorothy E. Novak

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

(NOTARIAL SEAL)

My commission expires:



DECLARATION OF CONSIDERATION

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

Robert J. Paulos
Attorney

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

For the Grantee:

Robert J. Paulos
Attorney

CERTIFICATE OF AUTHORITY

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

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



Stephen D. Ford
Assistant Secretary

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

EXHIBIT C

[Deed: Book 260, Page 511]

Know all Men by these Presents,

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

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

Moscow
 SOUTH 1/2 LOT 9, RANGE 5

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

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

In Witness Whereof, I the said Grantor

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

SIGNED, SEALED AND DELIVERED
 IN PRESENCE OF

F. E. Brown

Chas Wentworth (Seal)

State of Maine, }
Kennebec } ss. *July 13* 1904. Personally appeared the
 above-named *Chas Wentworth*

and acknowledge the above instrument to be *his* free act and deed.

Before me, *F. E. Brown*

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

EXHIBIT D

[Deed: Book 340, Page 480]

EXHIBIT E

[Deed: Book 288, Page 381]

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

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

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

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

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

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

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

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

EXHIBIT F

[Town of Moscow Aerial Image]

BLC Moscow parcels

Deed reference: Book 2490, Page 182

