

EXHIBITS TO ZONING PETITION

The following Exhibits are made a part of the Zoning Petition submitted by Weyerhaeuser Company and Weyerhaeuser NR Company (collectively, "Petitioner") in connection with Petitioner's request to terminate the Concept Plan for the Moosehead Lake Region established by the Commission on October 8, 2009 pursuant to Zoning Petition 707 (the "Concept Plan").

Exhibits included in this supplement:

- **Exhibit A. Location Maps**
- **Exhibit B. Deeds**
- **Exhibit C. Site Photographs**
- **Exhibit D. Existing Site Plan**
- **Exhibit E. Flood Area Zoning**
- **Exhibit F. Notice of Filing**

**Exhibit A
Location Map**

Please refer to the Concept Plan Location Map located on Page 20 of the Concept Plan.

Exhibit B Deeds

The original petitioners under the Concept Plan were Plum Creek Maine Timberlands, L.L.C. and Plum Creek Land Company. At the time of adoption of the Concept Plan, the affected land was owned by Plum Creek Maine Timberlands, L.L.C. Relevant deeds vesting title in Plum Creek Maine Timberlands, L.L.C. are on file with LUPC. In 2012, a portion of the land was conveyed from Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company by the following deeds:

- Quitclaim Deed With Covenant dated June 27, 2012 and recorded in the Somerset County Registry of Deeds in Book 4543, Page 119 (copy attached as Exhibit B-1).
- Quitclaim Deed With Covenant from Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company dated June 27, 2012 and recorded in the Piscataquis County Registry of Deeds in Book 2175, Page 203 (copy attached as Exhibit B-2).

In 2016, Plum Creek Maine Timberlands, L.L.C. merged with and into Plum Creek Timberlands, L.P. and Plum Creek Timberlands, L.P. subsequently merged with and into Weyerhaeuser Company, as evidenced by the following Affidavits of Title:

- Affidavit of Title dated November 8, 2016 and recorded in the Somerset County Registry of Deeds in Book 5097, Page 70 (copy attached as Exhibit B-3).
- Affidavit of Title dated November 8, 2016 and recorded in the Piscataquis County Registry of Deeds in Book 2462, Page 238 (copy attached as Exhibit B-4).

Also in 2016, Plum Creek Land Company merged with and into Plum Creek Marketing, Inc.; Plum Creek Marketing, Inc. subsequently merged with and into Plum Creek Manufacturing Holding Company, Inc.; and Plum Creek Manufacturing Holding Company, Inc. subsequently merged with and into Weyerhaeuser NR Company, as evidenced by the following Affidavits of Title:

- Affidavit of Title dated February 1, 2017 and recorded in the Somerset County Registry of Deeds in Book 5126, Page 282 (copy attached as Exhibit B-5).
- Affidavit of Title dated February 1, 2017 and recorded in the Piscataquis County Registry of Deeds in Book 2477, Page 274 (copy attached as Exhibit B-6).

The land subject to the Concept Plan has remained owned by Petitioner and its predecessors-by-merger since adoption of the Concept Plan, with the exception of the following three conveyances:

- **Kennebec Water Power Company** by Quitclaim Deed from Plum Creek Maine Timberlands, L.L.C. dated August 17, 2011 and recorded in the Somerset County Registry of Deeds in Book 4433, Page 290 (copy attached as Exhibit B-7).
- **AMC Maine Woods, Inc.** by Quitclaim Deed With Covenant from Plum Creek Maine Timberlands, L.L.C. dated January 27, 2015 and recorded in the Piscataquis County Registry of Deeds in Book 2349, Page 26 (copy attached as Exhibit B-8).
- **Scott and Alison Snell** by Quitclaim Deed With Covenant from Plum Creek Land Company dated December 23, 2015 and recorded in the Piscataquis County Registry of Deeds in Book 2409, Page 284 (copy attached as Exhibit B-9).

Exhibit B-1
Somerset County Deed to Plum Creek Land Company

See attached Quitclaim Deed With Covenant from Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company dated June 27, 2012 and recorded in the Somerset County Registry of Deeds in Book 4543, Page 119.

Filed for record at the request of
and after recording, return to:
Sue Scott, Attorney at Law
Jensen Baird Gardner & Henry
P.O. Box 4510
Ten Free Street
Portland, ME 04112
File No. 560-5.12-2090A
(510-2.12-0100A)

TRANSFER TAX PAID

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that PLUM CREEK MAINE TIMBERLANDS, L.L.C., a limited liability company, organized and existing under the laws of the State of Delaware, formerly known as SDW Timber II, LLC, and having an address of 999 Third Avenue, Suite 4300, Seattle, Washington 98104 ("Grantor"), for consideration paid, GRANTS to PLUM CREEK LAND COMPANY, a corporation, organized and existing under the laws of the State of Delaware, and having an address of 999 Third Avenue, Suite 4300, Seattle, Washington 98104 ("Grantee"), with QUITCLAIM COVENANTS, all that certain real estate located in Indian Stream, Long Pond, Misery Gore, Rockwood Strip, Rockwood Strip T1 R1 NBKP, Sandbar Tract, Sandwich Academy Grant, Sapling, and Taunton & Raynham Academy Grant Townships, all in Somerset County Township, and Beaver Cove, Big Moose, Big Moose T2 R6 BKP EKR, Bowdoin College Grant West, and Lily Bay Townships, all in Piscataquis County, State of Maine, which is more particularly described in **Exhibit "A"** and located approximately as shown on **Exhibits "A1 - A11"** attached hereto and incorporated herein by this reference (the "Property").

TOGETHER WITH permanent, non-exclusive, easements and right-of-ways, in common with Seller, its successors and assigns over, upon, along and across existing roads, as such easements and rights-of-ways are described on **Exhibit "A"** (the "Easement Grant"). The parties hereto hereby agree that the Easement Grant shall be subject to the terms, provisions, and conditions applicable to Grantee, Grantor and their respective successors and assigns described on **Exhibit "B"** attached hereto and incorporated herein by this reference; and

RESERVING UNTO GRANTOR its successors and assigns, a perpetual, non-exclusive easement and right-of-way, over, upon, along and across existing roadways located approximately as shown on **Exhibits "C1 - C8"** attached hereto and incorporated herein by this reference (the "Easement Reservation"). The parties hereto hereby agree that the Easement Reservation shall be subject to the terms, provisions, and conditions, applicable to Grantor, Grantee and their respective successors and assigns, described on **Exhibit "B"**.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging, to the Grantee, its successors and assigns forever.

The Property is conveyed subject to an easement in the public for any public roads heretofore laid out or established and now existing over, along or across any portion of the Property; and to all additional easements, reservations, restrictions, encumbrances and water rights, if any, apparent or of record; and further

SUBJECT TO:

- (i) liens for taxes, assessments and other governmental charges which are not yet due and payable;
- (ii) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;
- (iii) any rights of the United States of America, the State in which the Property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes;
- (iv) title to that portion of the Property, if any, lying below the mean high water mark of abutting tidal waters, navigable rivers and/or great ponds;
- (v) all easements, rights-of-way, water rights, licenses and other such similar encumbrances apparent or of record;
- (vi) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (vii) all encroachments, overlaps, boundary line disputes, shortages in area, persons in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Property;
- (viii) prior reservations or conveyances of mineral rights or mineral leases of every kind and character; and
- (ix) any loss or claim due to lack of access to any portion of the Property.

IN WITNESS WHEREOF, PLUM CREEK MAINE TIMBERLANDS, L.L.C. has caused this instrument to be executed on its behalf by its duly authorized undersigned representative, this 27th day of June, 2012.

GRANTOR:

PLUM CREEK MAINE TIMBERLANDS, L.L.C.

Attest:

By David W. Lambert
David W. Lambert
Senior Vice President and
Chief Financial Officer

By David J. Sprinkle
David J. Sprinkle
Assistant Secretary

With its signature hereto, Grantee hereby accepts the terms, conditions, restrictions and obligations described herein.

GRANTEE:

PLUM CREEK LAND COMPANY

Attest:

By Larry D. Neilson
Larry D. Neilson
Senior Vice President

By David J. Sprinkle
David J. Sprinkle
Assistant Secretary

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 2th day of June, 2012, before me personally appeared David W. Lambert and David J. Sprinkle, to me known to be the Senior Vice President and Chief Financial Officer, and Assistant Secretary, respectively, of Plum Creek Maine Timberlands, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the limited liability company and that the seal affixed is the seal of said limited liability company.

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



Paul A. Hill II

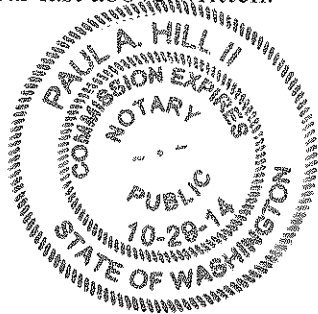
Notary Public in and for the
State of Washington
Residing in King County
My Commission Expires: 10/29/2014
Printed Name: Paul A. Hill II

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 27th day of June, 2012, before me personally appeared Larry D. Neilson and David J. Sprinkle, to me known to be the Senior Vice President and Assistant Secretary, respectively, of Plum Creek Land Company, the corporation that executed the within and foregoing instrument, and acknowledged the 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 they were authorized to execute said instrument on behalf of the corporation and that the seal affixed is the seal of said corporation.

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



Paul A. Hill II

Notary Public in and for the
State of Washington
Residing in King County
My Commission Expires: 10/29/2014
Printed Name: Paul A. Hill II

Exhibit "A"
Legal Description

Exhibit A

Maps (EXHIBIT A-1 to A-11) and Legal Description of the Property

THE PROPERTY INCLUDES ONLY THOSE DESIGNATED ON THE ATTACHED MAPS AS:

- RESIDENTIAL/RESORT OPTIONAL ZONE (D-MH-RS2);
- RESIDENTIAL DEVELOPMENT ZONE (D-MH-RS1);
- PRIMITIVE RESORT DEVELOPMENT ZONE (D-MH-PR);
- RESORT DEVELOPMENT ZONE (D-MH-RT); OR
- COMMERCIAL INDUSTRIAL DEVELOPMENT ZONE (D-MH-CI)

IT ALSO INCLUDES THE WETLAND PROTECTION ZONES & THE NO DISTURBANCE AREAS TO THE EXTENT THOSE ARE IN THE BOUNDARIES OF ANY OF THE ABOVE.

NOTE: ALL POINT COORDINATE REFERENCES IN EACH OF THE FOLLOWING DESCRIPTIONS ARE BASED ON UTM NAD83 ZONE 19N (METERS) AND ARE APPROXIMATE AS NO FIELD WORK HAS BEEN DONE TO VERIFY THE POINTS. THESE POINTS ARE USED FOR THE PURPOSE OF GENERALLY LOCATING THE PROPERTY FOR THIS DEED, IT BEING THE INTENTION THAT THE DEVELOPMENT AREAS WILL HAVE MINIMUM ACREAGE AS SET FORTH IN THE FOLLOWING DESCRIPTIONS AND THAT SOME OR ALL OF SAID DEVELOPMENT AREAS WILL BE SURVEYED RESULTING IN MORE PRECISE LEGAL DESCRIPTIONS.

Long Pond Development Area:

D-MH-RS1 Southeast Shore Sub-Area

A certain lot or parcel of land containing no less than 912 acres located on the southeast shore of Long Pond in the Township of Long Pond, located in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Long Pond Development Area Map 3, Exhibit A-1, and more particularly bounded and described as follows:

Beginning at a point on the northerly side of Route 6/15, which point is approximately 4,503 feet westerly of the intersection of Route 6/15 with the easterly town line of Long Pond Township;

Thence northerly, along the easterly side of the Long Pond Development Area, a distance of approximately 4,450 feet to a point on the shore of Long Pond at UTM NAD83, Zone 19N 420691.6, 5051930.2;

Thence westerly along the shore of Long Pond a distance of approximately 13,515 feet to a point;

Thence southerly along the westerly side of Long Pond Development Area a distance of approximately 3,565 feet to the northerly side of Route 6/15;

Thence easterly along the northerly side of Route 6/15 a distance of approximately 9,100 feet to the point of beginning.

Excepting the railroad premises, and access thereto, described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company, to Montreal, Maine & Atlantic Railway, LTD, dated December 27, 2002 and recorded in the Somerset County Registry of Deeds in Book 3061, Page 119; but together with any and all rights to cross said railroad premises, in common with Grantor and others, including the rights set forth Assignment and Assumption of Access Rights and Easements dated November 6, 1998 and recorded in the Somerset County Registry of Deeds in Book 2489, Page 88.

D-MH-RS1 Southwest Shore Sub-Area

A certain lot or parcel of land containing approximately 11 acres located on the southwest shore of Long Pond in the Township of Long Pond, located in the County of Somerset and State of Maine, generally known as the Mill Lot Remainder and depicted on the map attached hereto as Long Pond Development Area Map 3, Exhibit A-1, and more particularly bounded and described as follows:

Beginning at a point on the northerly side of Route 6/15, at the southeasterly corner of land now or formerly of Alfred L. Nadeau and Viola K. Nadeau described in deeds recorded in the Somerset County Registry of Deeds in Book 1724, Page 172, Book 1110, Page 336 and Book 1661, Page 252;

Thence in a general northerly direction, across the tracks of the Montreal, Maine & Atlantic Railway, LTD, along land of said Nadeau and land now or formerly of Trent McGlasson described in Book 3589, Page 125, to the southerly shore of Long Pond;

Thence in a generally easterly direction along the shore of Long Pond to land now or formerly of Eldred Mathieu and Nancy Pratt described in Book 2901, Page 219;

Thence in a generally southerly direction along land now or formerly of said Mathieu and Pratt, and land now or formerly of Allagash Timberlands, LP to the northerly side of Route 6/15;

Thence in a generally westerly direction, along the northerly side of Route 6/15 to the Point of Beginning.

Less and excepting the railroad premises, and access thereto, described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company, to Montreal, Maine & Atlantic Railway, LTD, dated December 27, 2002 and recorded in the Somerset County Registry of Deeds in Book 3061, Page 119; but together with any and all rights to cross said railroad premises, in common with others, including the rights set forth Assignment and Assumption of Access Rights and Easements dated November 6, 1998 and recorded in the Somerset County Registry of Deeds in Book 2489, Page 88.

.Subject to rights of others to use a right of way from Route 6/15 across a portion of the above described parcel to access their various lots.

Brassua Lake Development Areas:

D-MH-RS1 East Shore Sub-Area

A certain lot or parcel of land containing no less than 60 acres located in the Rockwood Strip Township, T1 R1 NBKP located in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Brassua Lake and Rockwood/Blue Ridge Development Area Map 4, Exhibit A-2, and more particularly bounded and described as follows:

Beginning at a point on the northerly town line of Rockwood Strip (T1 R1 NBKP) and the southerly town line of Tomhegan Township, which point is located a distance of 500 feet, more or less, easterly of the 1076 foot contour line (U.S. Geologic Survey) of the easterly shore of Brassua Lake;

Thence in a southeasterly direction maintaining a distance of 500 feet from and parallel with the 1076 foot contour line (U.S. Geologic Survey) of the easterly shore of Brassua Lake, a distance of 5333 feet, more or less, to land now or formerly of Brassua Dam Owners;

Thence westerly, along land now or formerly of Brassua Dam Owners, a distance of 500 feet to the 1076 foot contour line (U.S. Geologic Survey) and land now or formerly of Florida Power and Light Company on the easterly shore of Brassua Lake;

Thence northerly along the 1076 foot contour (U.S. Geologic Survey) line and land now or formerly of Florida Power and Light Company to the point which is the intersection of the 1076 foot contour line with the northerly town line of Rockwood Strip and the southerly town line of Tomhegan Township;

Thence westerly along the northerly town line of Rockwood Strip and the southerly town line of Tomhegan Township a distance of 500 feet to the point of beginning.

D-MH-RS1 South Peninsula Sub-Area

A certain lot or parcel of land containing no less than 2551 acres located in the Townships of Sandwich Academy Grant, Rockwood Strip, and Taunton & Raynham Academy Grant, located in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Brassua Lake and Rockwood/Blue Ridge Development Area Map 4, Exhibit A-2, and more particularly bounded and described as follows:

Beginning at a point in Taunton & Raynham Academy Grant on the westerly side of Route 6/15, which said point marks the intersection of the 1076 foot contour line (U.S. Geologic Survey) and land now or formerly owned by Florida Power and Light Company with westerly side of Route 6/15;

Thence, in a generally southwesterly direction along the northwesterly side of Route 6/15 to its intersection with the northerly side of land now or formerly of the Montreal Maine & Atlantic Railway, LTD as described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company dated December 27, 2002 and recorded in the Somerset County Registry of Deeds in Book 3061, Page 119;

Thence, in a general westerly direction along the northeasterly side of said land now or formerly of the Montreal Maine & Atlantic Railway to a point located in Sandwich Academy Grant at **UTM NAD 83, Zone 19N 432070.3, 5052598.7**;

Thence northeasterly and northwesterly along the easterly sideline of the Moosehead Region Conservation Easement dated May 14, 2012, and recorded in Somerset County, Maine in Book 4523, Page 222 and in Piscataquis County, Maine in Book 2165, Page 1 (hereinafter the "Conservation Easement") Section 2 parcel along the following points through Sandwich Academy Grant, Taunton & Raynham Academy Grant and Rockwood Strip:

1. **UTM NAD 83, ZONE 19N 432071.0, 5052660.4**
2. **UTM NAD 83, ZONE 19N 432292.5, 5053121.0**
3. **UTM NAD 83, ZONE 19N 432230.9, 5053430.3**
4. **UTM NAD 83, ZONE 19N 432298.6, 5053676.5**
5. **UTM NAD 83, ZONE 19N 432363.2, 5053644.9**
6. **UTM NAD 83, ZONE 19N 432961.3, 5054903.9**
7. **UTM NAD 83, ZONE 19N 433201.1, 5055055.6**
8. **UTM NAD 83, ZONE 19N 432835.1, 5055244.8**
9. **UTM NAD 83, ZONE 19N 432599.0, 5055432.5**
10. **UTM NAD 83, ZONE 19N 432002.4, 5056303.2**
11. **UTM NAD 83, ZONE 19N 431788.0, 5056490.7**
12. **UTM NAD 83, ZONE 19N 431593.2, 5056492.8** to a point on the 1076 foot contour line (U.S. Geologic Survey) and land now or formerly owned by Florida Power and Light Company;

Thence along the 1076 foot contour line (U.S. Geologic Survey) and land now or formerly owned by Florida Power and Light Company in a generally northeasterly, southeasterly, southwesterly, and southeasterly direction, to the point of beginning.

Excepting and reserving that certain lot or parcel of land located at the southerly end of Brassua Lake as described in a Deed Indenture from Central Maine Power Company to FPL Energy Maine Hydro, LLC, and believed to be described in Exhibit A, Parcel 1-J described therein, dated April 7, 1999 and recorded in the Somerset County Registry of Deeds in Book 2539, Page 320.

Subject to rights of access, if any, in the Montreal, Maine & Atlantic Railway, LTD as described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company dated December 27, 2002 and recorded in the Somerset County Registry of Deeds in Book 3061, Page 119.

Subject to the Restrictions on Land Use of No Disturbance Areas described in the Moosehead Lake Region Concept Plan, Sub-chapter IV, §10.33, page 136, and as shown on Map 4, Exhibit A-2.

Rockwood/Blue Ridge Development Area

D-MH-RS1 Brassua Dam Entrance Sub-Area

A certain lot or parcel of land containing approximately 170 acres located in the Township of Taunton & Raynham Academy Grant and possibly extending into Rockwood Strip T1 R1 NBKP, located in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Brassua Lake and Rockwood/Blue Ridge Development Area Map 4, Exhibit A-2, and more particularly bounded and described as follows

Beginning at a point on the easterly side of Route 6/15 in Taunton & Raynham at the northwesterly corner of land now or formerly of Frank Smith, III;

Thence easterly along the northerly sideline of said land now or formerly of Frank Smith, III to the northeasterly corner thereof, and the southwest corner of other land now or formerly of Frank T. Smith, III, et als;

Thence northerly along said land now or formerly of Frank T. Smith, III, et als to a point on the southerly sideline of land now or formerly of Richard Billings;

Thence westerly along the southerly sideline of said land now or formerly of Richard Billings and continuing on the same course across Route 6/15 to a point on the westerly sideline of Route 6/15;

Thence northerly along the westerly sideline of Route 6/15 to land now or formerly of The Nature Conservancy of the Pine Tree State;

Thence westerly along the southerly side of the said land now or formerly of The Nature Conservancy of the Pine Tree State and land now or formerly of Brassua Dam Owners to a point that is located approximately at UTM NAD 83, Meters, Zone 19 N: 436925: 5056734;

Thence southerly along other land now or formerly of the said Brassua Dam Owners in Taunton & Raynham to the most southeasterly corner thereof and the northeasterly corner of land now or formerly of the Barbara H. Carson Trust;

Thence easterly along the land now or formerly of the said Barbara H. Carson Trust and continuing on the same course across Route 6/15 to the easterly side thereof;

Thence southerly along the easterly sideline of Route 6/15 to the point of beginning.

Subject to rights of Brassua Dam Owners and others to a road that runs northwesterly from Route 6/15 up to the Brassua Dam.

D-MH-RS1 Main Rockwood/Blue Ridge Sub-Area

A certain lot or parcel of land containing no less than 3712 acres located in the Townships of Taunton & Raynham Academy Grant, and Rockwood Strip T1 R1 NBKP located in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Brassua Lake and Rockwood/Blue Ridge Development Area Map 4, Exhibit A-2, and more particularly bounded and described as follows:

Beginning at a point in Taunton & Raynham Academy Grant being the northwesterly corner of land now or formerly of Weldon C. King, as described in a deed recorded in the Somerset County Registry of Deeds in Book 875, Page 211;

Thence in an easterly direction along the northerly boundary of said Weldon C. King to the northeasterly corner thereof;

Thence in a southerly direction along the easterly boundary of said Weldon C. King to a point that is 1100 feet, more or less, northerly from a corner thereof, and which point also marks the northwesterly corner of the Conservation Easement Section 2A;

Thence in a generally northeasterly direction along the Conservation Easement and along a line maintaining a distance of $\frac{1}{4}$ mile northwesterly of and parallel to the high water mark of the northwesterly side of Long Pond and the Kennebec River West Outlet to a point on the easterly line of land of the County of Somerset as described in the Somerset County Registry of Deeds in Book 855, Page 478;

Thence northerly along land now or formerly of said County of Somerset to a point that is **UTM NAD83, Zone 19N 440958.1, 5055810.8;**

Thence northeasterly, easterly and southerly around the said County of Somerset to the southeasterly corner thereof at a point on the northerly line of land of the State of Maine;

Thence generally easterly along the State of Maine to the westerly side of Route 6/15;

Thence northerly along the westerly side of Route 6/15 to the southerly side of land now or formerly of Theresa Giguere;

Thence generally westerly along land of said Theresa Giguere and land now or formerly of Kirk Watson to the southwest corner of said Kirk Watson;

Thence northerly and easterly along land of said Kirk Watson to the northeasterly corner thereof and the easterly side of Route 6/15;

Thence northerly along the westerly side of Route 6/15 to land now or formerly of the State of Maine;

Thence continuing in a generally northerly and easterly direction along land now or formerly of the State of Maine, through Taunton & Raynham and into Rockwood Strip (T1 R1 NBKP) to land now or formerly owned or occupied by the Rockwood Volunteer Fire Department;

Thence northeasterly and southeasterly around land now or formerly of the Rockwood Volunteer Fire Department to a point on the westerly side of Route 6/15;

Thence generally northerly along the westerly side of Route 6/15 to a corner of land now or formerly of Ronald Jussaume Trust;

Thence northwesterly, southwesterly and northwesterly around land now or formerly of said Ronald Jussaume Trust to a point on the southerly sideline of other land now or formerly of Weldon C. King;

Thence westerly along the southerly side of said land now or formerly of Weldon C. King to a point on the easterly sideline of land now or formerly of Julianne Theriault;

Thence southwesterly along the easterly sideline of land now or formerly of said Julianne Theriault and land now or formerly of Albert Theriault, et al to the southerly corner thereof;

Thence westerly along the land now or formerly of said Albert Theriault, et al to a point along the Conservation Easement Section 1C at **UTM NAD83, Zone 19N 440372.8, 5057976.8**;

Thence, southwesterly, following the Conservation Easement Section 1C along the following points:

1. UTM NAD 83, ZONE 19N 440284.8, 5057823.4
2. UTM NAD 83, ZONE 19N 440065.7, 5057547.7
3. UTM NAD 83, ZONE 19N, 439954.3, 5057209.2
4. UTM NAD 83, ZONE 19N, 439822.4, 5056994.5

a distance of 9000 feet, more or less, through Rockwood Strip and Taunton & Raynham Academy Grant to a point on the easterly line of other land now or formerly of Weldon C. King;

Thence southerly along the easterly line of said Weldon C. King a distance of 1500 feet, more or less, to the southeasterly corner thereof;

Thence westerly along the southerly line of said Weldon C. King to the easterly side of Route 6/15;

Thence southerly along the easterly sideline of Route 6/15 to a point opposite other land now or formerly of Weldon C. King;

Thence westerly across Route 6/15 and continuing in a westerly direction along the southerly line now or formerly of said Weldon C. King, land now or formerly of Bryan Doyle and land now or formerly of Alphonsus Gallagher to the a point on the northerly sideline of land now or formerly of Dean Brown, et al;

Thence southerly along said land now or formerly of Dean Brown, et al and land now or formerly of the Dean M. Brown Living Trust as described in a deed recorded in Book 4018, Page 122;

Thence in a southeasterly and southwesterly direction along said land now or formerly of the Dean M. Brown Living Trust as shown on a Boundary Survey for Dean M. Brown Living Trust dated January 22, 2006 and recorded in the Somerset County Registry of Deeds in Plan Book 2008, Page 43, to the southerly corner of said Trust;

Thence in a generally southwesterly direction along the southeasterly sidelines of lands now or formerly of the following: (a) Dean Brown, et al (b) Nancy Marcoux, et al, (c) Dana Lary, et al, (d) Theodore Perkins, et al, (e) Benjamin Clough, et al, (f) Deborah Olson, (g) Elbridge Giles, et al, (h) Margaret Peters, (i) Betty Chavaree, (j) Marilyn Justice, et al, (k) Gary Demarchant, et al, (l) Joan Hutchins, et al, and (m) Heather Leavitt to a point on the westerly side of Route 6/15;

Thence southeasterly and crossing Route 6/15 to a point on the southeasterly side of Route 6/15;

Thence southwesterly along the southeasterly sideline of Route 6/15 to a point opposite the southwesterly corner of land now or formerly of Albert Godfrey, et al;

Thence northwesterly, crossing Route 6/15, and continuing along the southwesterly side of said land now or formerly of Albert Godfrey, et al to the 1076 foot contour line;

Thence southwesterly along the 1076 foot contour line to the northeasterly corner of land now or formerly of John Oak;

Thence southerly and southwesterly along land now or formerly of said John Oak and land now or formerly of Janice Chesley, et al to a point on the northwesterly side of Route 6/15;

Thence southeasterly and crossing Route 6/15 to a point to the southerly side of Route 6/15;

Thence southwesterly along Route 6/15 to a point opposite the most southerly corner of land now or formerly of Randall Bickford;

Thence northwesterly across Route 6/15 to the most southerly corner of land now or formerly of said Randall Bickford;

Thence westerly along said land now or formerly of Randall Bickford to the southwesterly corner of said Randall Bickford and the easterly corner of land now or formerly of Lionel Dumont, et al;

Thence generally southwesterly along the southeasterly sidelines of said land now or formerly of Lionel Dumont, et al and lands now or formerly of the following: (a) Charles Moulton, et al, (b) Fanado Pelotte, et al, (c) Stumble Inn, (d) Christina Leatsakos, et al, (e) Dana Gross, (f) Ann Marie DeMarco, et al, and (g) Henry Warner, et al to the southeasterly of land now or formerly of Henry Warner, et al at Route 6/15;

Thence southeasterly and crossing Route 6/15 to a point on the southeasterly side thereof;

Thence southwesterly along Route 6/15 to a point opposite the southwesterly corner of land now or formerly of said Henry Warner, et al;

Thence northwesterly crossing Route 6/15 and along the northwesterly sideline of said land now or formerly of Henry Warner, et al to land now or formerly of Cathy McDaniel, et al;

Thence northwesterly along the southwesterly sideline of said land now or formerly of Cathy McDaniel, et al to the southeasterly corner of land now or formerly of Joseph Gallant, et al;

Thence generally southwesterly along the southeasterly sidelines of land now or formerly of the following: (a) said Joseph Gallant, et al (b) Earle Hannigan, (c) Darrin Charrier, et al (d) Gladys Knudsen, (e) Michael Witecy, (f) John Gallant, et al (g) Edward Bruce, et al (h) Elizabeth Leighton, et al (i) Donald Freeman, et al (j) Edmunds Bunkse, (k) Stuart Gordon, et al (l) Robert Dann, et al and (m) Robert Paige, et al to the 1076 foot contour line;

Thence following the 1076 foot contour line in a general southerly direction to a point opposite a point of the Conservation Easement Section 2 at the southerly end of Brassua Lake at **UTM NAD83, Zone 19N 434992.4, 5052444.1**;

Thence, in a generally southeasterly direction, crossing Route 6/15, a distance of 5500 feet, more or less, along the Conservation Easement land to **UTM NAD 83, Zone 19N 436502.2, 5051842.2**;

Thence northeasterly along the Conservation Easement lands a distance of 5750 feet, more or less, to the point of beginning.

Subject to the rights of others to access across the above described premises.

Subject to the Restrictions on Land Use of No Disturbance Areas described in the Moosehead Lake Region Concept Plan for the Moosehead Lake Region approved by the Maine Land Use Regulation Commission pursuant to Zoning Petition ZP 707, Sub-chapter IV, §10.33, page 136, and as shown on Map 4, Exhibit A-2.

Subject to the terms and conditions set forth in, and the rights of others to use, the Snowmobile Trail Easement dated May 14, 2012 and recorded in the Piscataquis County Registry of Deeds in Book 2165, Page 118, and in the Somerset County Registry of Deeds in Book 4524, Page 1.

Subject to the terms and conditions set forth in, and the rights of others to use, the Mahoosuc-To-Moosehead Trail Easement dated May 29, 2012 and recorded in the Somerset County Registry of Deeds in Book 4534, Page 21.

Route 6/15 Corridor

D-MH-RS1 Main Route 6/15 Corridor Sub-Area

A certain lot or parcel of land containing no less than 1773 acres located in the Townships of Taunton & Raynham Academy Grant, Sandbar Tract and Misery Gore located in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Route 6/15 Corridor and Commercial/Industrial Development Area Map 5, Exhibit A-3, and more particularly bounded and described as follows:

Beginning at a point in Misery Gore Township along the westerly side of land now or formerly of Allan Titcomb, Dorothy D. Titcomb, Forrest Dane Titcomb, and Stephen Adams Titcomb as described in the Somerset County Registry of Deeds in Book 1850, Page 10 which said point is located 500 feet, more or less, southerly of the northerly town line of Misery Gore Township at **UTM NAD83, Zone 19N 444499.3, 5052414.2;**

Thence westerly along the northerly sideline of the Conservation Easement Section 3 and maintaining a distance of 500 feet, more or less, southerly from the northerly town line of Misery Gore a distance of 2450 feet, more or less to a point at **UTM NAD83, ZONE 19N 443761.7, 5052266.5;**

Thence southwesterly along the northerly side line of the Conservation Easement Section 3 a distance of 1100 feet, more or less, to a point at **UTM NAD 83, ZONE 19N 443607.3, 5051959.2;**

Thence in a westerly direction along the northerly sideline of the Conservation Easement Section 3, generally parallel to the northerly town line of Misery Gore, a distance of 800 feet, more or less, to a point at **UTM NAD 83, ZONE 19N 443368.5, 5051899.7;**

Thence northerly along the Conservation Easement through Misery Gore and into Taunton & Raynham Academy Grant, along a line maintaining a distance of 1400 feet, more or less, easterly of the easterly side of Route 6/15, a distance of 2287 feet, more or less, to a point;

Thence northeasterly along Conservation Easement a distance of 1494 feet, more or less, to a point;

Thence generally northerly along the Conservation Easement, along a line maintaining a distance of 2839 feet, more or less, easterly of the easterly side of Route 6/15, a distance of 2413 feet, more or less, to a point located on the southerly side of a road that extends easterly from Route 6/15 in the direction of Moosehead Lake;

Thence southwesterly along the southerly sideline of said road a distance of 2839 feet, more or less, to the easterly side line of Route 6/15;

Thence southerly along the easterly side line of Route 6/15 a distance of 1200 feet, more or less;

Thence westerly, crossing Route 6/15, and maintaining a line generally perpendicular to Route 6/15 and along the northerly side line of the Conservation Easement a distance of 600 feet, more or less, to a point at **UTM NAD83, ZONE 19N 442488.0, 5052710.1**;

Thence northwesterly along the easterly side line of the Conservation Easement and maintaining a distance of 300 feet, more or less, northeasterly of a logging road (hereinafter referred to as "LR1") a distance of 1200 feet, more or less, to a point at **UTM NAD 83, ZONE 19N 442078.7, 5052789.0**;

Thence northwesterly along the easterly sideline of the Conservation Easement a distance of 2050 feet, more or less, to the intersection of LR1 with another road at **UTM NAD83, ZONE 19N 441844.7, 5053395.1**;

Thence generally northerly along the easterly side line of the Conservation Easement a distance of 800 feet, more or less, to a point at **UTM NAD83, ZONE 19N 441738.5, 5053612.1**;

Thence in a generally northerly direction along the easterly side line of the Conservation Easement a distance of 400 feet, more or less, to a point at **UTM NAD83, ZONE 19N 441652.7, 5053705.5**;

Thence generally northwesterly along the easterly side line of the Conservation Easement a distance of 1100 feet, more or less, to a point at **UTM NAD 83, ZONE 19N 441416.9, 5053954.6**;

Thence generally northerly along the easterly side line of the Conservation Easement a distance of 1800 feet, more or less, to a point on the southerly line of land of the State of Maine known as the "Public Lot" (also known as Tax Map SO 31, Plan 5, Lot 12), which point is approximately 1500 feet easterly from the high water mark of Long Pond in Taunton & Raynham Academy Grant;

Thence generally easterly along the southerly side line of land of the State of Maine known as the "Public Lot" (also known as Tax Map SO 31, Plan 5, Lot 12) and crossing Route 6/15, to the southeasterly corner of said Public Lot;

Thence generally northerly along the easterly sideline said "Public Lot", to a point on the southerly shore of Moosehead Lake near the West Outlet of the Kennebec River;

Thence generally northeasterly along the shore of Moosehead Lake to the southwest corner of land now or formerly of Eric N. Price;

Thence easterly and northerly by land now or formerly of said Eric N. Price to the southerly shore of Moosehead Lake;

Thence easterly by the southerly shore of Moosehead Lake to the northwesterly corner of land now or formerly of David Hession, et al;

Thence southerly by the westerly line of said land now or formerly of David Hession, et al to the southwest corner thereof;

Thence easterly by the southerly line of said land now or formerly of David Hession, et al and the southerly line of land now or formerly of Kenneth Ingalls, et al to a point on the eastern town line of Taunton & Raynham Academy Grant and the westerly town line of the Sandbar Tract Township;

Thence southerly along the easterly town line of Taunton & Raynham Academy Grant and the westerly town line of Sandbar Tract Township and land now or formerly of Loon Enterprises, Inc. as described in said Registry of Deeds in Book 1464, Page 331, going around the westerly shore of Lambs Cove, to the southwest corner of land now or formerly of Loon Enterprises, Inc. located in Sandbar Tract Township;

Thence generally southeasterly and southerly along the southwest and westerly line of land now or formerly of the following: (a) Loon Enterprises, Inc., (b) Robert and Janice Ogier as described in said Registry of Deeds in Book 3115, Page 276, (c) Able Enterprises, (d) Marion Mank, (e) Albert Baker, et al, (f) Katetau Trust, (g) Percy Robinson, et al, (h) Deborah Butzbach, et al, (i) George Bakajza, et al, (j) David Allen, et al, (k) Ralph Balla, et al, (l) Alice Dewyze, and (m) Philip Huff, et al to the southwest corner of land now or formerly of said Philip Huff, et al;

Thence generally easterly along the southerly line of land now or formerly of said Philip Huff, et al to the westerly shore of Moosehead Lake;

Thence southerly along the westerly shore of Moosehead Lake to the northerly corner of land now or formerly of Darryl Murray, et al;

Thence southwest, southeasterly, and northeasterly around land now or formerly of said Darryl Murray, et al and land now or formerly of the Anne M. Mitchell Living Trust to a point on the westerly shore of Moosehead Lake;

Thence southerly by the westerly shore of Moosehead Lake to the northerly corner of land now or formerly of Wayne Morong, et al;

Thence southwest, southeasterly, and southwest around land now or formerly of said Wayne Morong, et al and Mina V. Trieby to a point on the northerly line of land now or formerly of said Allan Titcomb, et al;

Thence westerly along the northerly line of land now or formerly of said Allan Titcomb, et al to the northwesterly corner thereof;

Thence southerly by the westerly line of land now or formerly of said Allan Titcomb, et al as situated in Sandbar Tract Township, and continuing in a southerly direction into Misery Gore along the westerly line of other land now or formerly of said Allan Titcomb to the point and place of beginning.

Subject to rights of way of others across a gravel road running easterly from Route 6/15, also known as the Plum Creek Haul Road, and a 50' right of way running southerly from premises now or formerly of Loon Enterprises, Inc. all as generally located and shown on Plan of Rights of Way recorded in the Somerset County Registry of Deeds in Plan File 2004, page 20.

Subject to rights of others to use a right of way from Route 6/15 across a portion of the above described parcel to access their various lots in Taunton & Raynham, the Sandbar Tract and Misery Gore.

Subject to terms and conditions set forth in, and the rights of others to use, the ITS Snowmobile Trail Easement dated May 14, 2012 and recorded in Somerset County, Maine, in Book 4524, Page 1, and Piscataquis County, Maine, in Book 2165, Page 118.

D-MH-RS1 Sapling Township Sub-Area

A certain lot or parcel of land containing not less than 240 acres located in Sapling Township in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Route 6/15 Corridor and Commercial/Industrial Development Area Map 5, Exhibit A-3, and more particularly bounded and described as follows:

Beginning at a point on the shore of Moosehead Lake in Sapling Township northerly of the Kennebec River East Outlet at **UTM NAD83, Zone 19N 444359.8, 5048897.0;**

Thence southwesterly along the Conservation Easement Section 3, a distance of 1350 feet, more or less, to a point at **UTM NAD83, Zone 19N 443989.8, 5048715.1;**

Thence generally northwesterly a distance of 1250 feet, more or less, along the easterly boundary of the Conservation Easement to a point at **UTM NAD83, Zone 19N 443754.2, 5049025.9;**

Thence northerly along the easterly boundary of the Conservation Easement on a line parallel with Route 6/15, a distance of 500 feet, more or less, to a point at **UTM NAD83, Zone 19N 443755.6, 5049180.2;**

Thence westerly along the Conservation Easement on a line generally perpendicular to Route 6/15 a distance of 500 feet, more or less, to a point at **UTM NAD83, Zone 19N 443603.9, 5049181.5;**

Thence northerly along the easterly boundary of the Conservation Easement on a line generally parallel with and approximately 700 feet easterly of the easterly side of Route 6/15, a distance of 2100 feet, more or less, to a point at **UTM NAD83, ZONE 19N 443544.5, 5049799.4**;

Thence westerly along the Conservation Easement a distance of 700 feet, more or less, to the easterly side of Route 6/15;

Thence northerly along the easterly sideline of Route 6/15 a distance of 2445 feet more or less, to a point at land of the Conservation Easement;

Thence easterly along the southerly boundary of the Conservation Easement a distance of 1250 feet, more or less, to the northeast corner of the land herein described at **UTM NAD83, ZONE 19N 443590, 5050574**;

Thence southeasterly along the Conservation Easement a distance of 1000 feet, more or less, to the westerly shore of Moosehead Lake;

Thence in a general southerly direction, following the shore of Moosehead Lake, to the point of beginning.

Commercial/Industrial Development Area:

D-MH-CI

A certain lot or parcel of land and the access road thereto containing not less than 94 acres located westerly of Route 6/15 and northeasterly of the Montreal Maine & Atlantic Railway in Sapling Township in the County of Somerset and State of Maine, generally located and depicted on the map attached hereto as Route 6/15 Corridor and Commercial/Industrial Development Area Map 5, Exhibit A-3.

The south side of the 66 foot wide Development Area access road and Route 6/15 intersection being located at **UTM NAD 83 ZONE 19N 443375, 504369**, and the easterly most point of the premises, located at the westerly end of said access road, being 1700 feet, more or less, westerly of Route 6/15. The southerly point of the premises closest to the railway is approximately 643 feet therefrom.

Moose Bay Development Area:

D-MH-RS2

A certain lot or parcel of land containing not less than 1026 acres located easterly of Route 6/15 in Big Moose Township in the County of Piscataquis and State of Maine, generally depicted on the map attached hereto as Moose Bay Development Area Map 6, Exhibit A-4, and more particularly bounded and described as follows:

Beginning on the easterly side of Route 6/15, at a point on the north side of a dirt road, shown as Road 1 on Exhibit B for the Conservation Easement Section 4A and also being the southwest corner of Conservation Easement;

Thence northeasterly and northerly along the westerly side of Road 1 and the Conservation Easement to a point at **UTM NAD83, Zone 19N 448232.1, 5037629.8;**

Thence easterly along the northwesterly side of Conservation Easement to a point at **UTM NAD83, Zone 19N 448297.4, 5037660.1;**

Thence generally northeasterly along the northwesterly side of Conservation Easement to a point at **UTM NAD83, Zone 19N 448561.4, 5038090.0;**

Thence southeasterly to a point on the northwesterly side of Conservation Easement and northwesterly side of Moose Point Road at **UTM NAD83, Zone 19N 448691.4, 5038058.1;**

Thence along the northwesterly side of Conservation Easement and Moose Point Road to a point at **UTM NAD83, Zone 19N 448759.0, 5038366.2;**

Thence northerly along Conservation Easement to the shore of Moose Bay at **UTM NAD83, ZONE 19N 448716.1, 5038428.2;**

Thence generally northeasterly along the shore of Moose Bay to the southerly sideline of the Montreal Maine & Atlantic Railway;

Thence generally easterly along the Montreal Maine & Atlantic Railway to the easterly town line of Big Moose Township and the westerly town line of Harfords Point Township;

Thence southerly following the easterly town line of Big Moose Township to the northeasterly corner of land now or formerly of Jonathan Lander;

Thence southwesterly along the northwesterly sideline of said land now or formerly of Jonathan Lander, et al and Peter O. Kliem to the southeasterly corner of land now or formerly of Eric P. Ward, et al;

Thence northerly, westerly and southerly around said land now or formerly of Eric P. Ward to the southerly town line of Big Moose Township and the northerly town line of Moosehead Junction Township;

Thence westerly along the northerly town line of Big Moose Township to the easterly side of Route 6/15;

Thence northwesterly along the easterly side of Route 6/15 to the point of beginning.

Together with any land located northerly of the Montreal Maine & Atlantic railway right of way and easterly of the railroad bridge at the northerly end of Moose Bay and westerly of Big Squaw Point.

Together with, in common with Grantor and others, any and all rights of ingress, egress and placement of utilities across the roads leading from Route 6/15 to Moosehead Lake, which existing roads cross land of Grantor and others.

Excepting the railroad premises, and access thereto, described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company, to Montreal, Maine & Atlantic Railway, LTD, dated December 27, 2002 and recorded in the Piscataquis County Registry of Deeds in Book 1438, Page 238.

Subject to the rights of access of others at Big Squaw Point and Harfords Point Township in part as shown and generally depicted on Plan of Big Squaw Point approved January 27, 1989 and recorded in the Piscataquis County Registry of Deeds in Plan Cabinet I, Page 33.

Beaver Cove Development Area:

D-MH-RS1 Main Beaver Cove Sub-Area

A certain lot or parcel of land containing not less than 117 acres situated in Beaver Cove Township in the County of Piscataquis and State of Maine, generally depicted on the maps attached hereto as Beaver Cove and Upper Wilson Pond Development Area Map 7, Exhibit A-5, and more particularly bounded and described as follows:

Starting on the easterly side of the Lily Bay Road at **UTM NAD83, Zone 19N 457804.9, 5044100.8;**

Thence westerly across Lily Bay Road and continuing along the Conservation Easement Section 5 approximately 100 feet to the southerly corner of the Main Beaver Cove Sub-Area and the point of beginning;

Point of Beginning:

Beginning at the southerly corner of the said Main Beaver Cove Sub-Area and land now or formerly of the North Ridge Association and Beaver Cove Association;

Thence generally northwesterly and northerly along land now or formerly of the said North Ridge Association and Beaver Cove Association to a point that is approximately 1600 feet southerly of the southerly line of Lily Bay State Park and a southwest corner of the Conservation Easement;

Thence easterly along the Conservation Easement to a point that is 100 feet, more or less, westerly of Lily Bay Road;

Thence southerly along the Conservation Easement, maintaining a distance of 100 feet, more or less, from the Lily Bay Road to the point of beginning.

Together with access and utility rights, in common with Grantor and others, over all roads presently crossing or touching upon the above described premises.

Also together with a right of way for ingress, egress and placement of utilities across land of Grantor to Lily Bay Road, and located as shown on Exhibit A-8 attached hereto and made a part hereof.

Subject to the rights of access of North Ridge Association and Beaver Cove Association, and others.

D-MH-RS1 Town Office Sub-Areas:

A certain lot or parcel of land containing not less than 3 acres located southerly of the Beaver Cove Town Office lot, and a certain lot or parcel of land containing not less than 3 acres located northerly of the Beaver Cove Town Office lot, both situated in Beaver Cove Township in the County of Piscataquis and State of Maine, generally depicted on the maps attached hereto as Beaver Cove and Upper Wilson Pond Development Area Map 7, Exhibit A-5, and more particularly bounded and described as follows:

Beginning at a point on the easterly sideline of Lily Bay Road, which said point is approximately 500 feet southerly of the southerly side line of Beaver Cove Town Office lot;

Thence southeasterly and northerly along the Conservation Easement Section 5, the Beaver Cove Town Office lot, and the Conservation Easement Section 5, to a point that is approximately 500 feet northerly of the northerly line of the Beaver Cove Town Office lot;

Thence westerly to the easterly sideline of Lily Bay Road to a point which is approximately 500 feet northerly of the north side of the Beaver Cove Town Office lot;

Thence southerly along the easterly sideline of the Lily Bay Road to the point of beginning.

Excepting and reserving that parcel of land known as the Beaver Cove Town Office lot.

Upper Wilson Pond Development Area:

D-MH-RS1

A certain lot or parcel of land containing no less than 184 acres with access rights thereto, located on the westerly side of Upper Wilson Pond in Bowdoin College Grant West in the County of Piscataquis and State of Maine, generally depicted on the map attached hereto as Beaver Cove and Upper Wilson Pond Development Area Map 7, Exhibit A-5, and more particularly described as follows:

Beginning at a point on the westerly town line of Bowdoin College Grant West and the northerly shore of Upper Wilson Pond;

Thence northerly along the westerly town line of Bowdoin College Grant West to the Conservation Easement Section 5 at **UTM NAD83, ZONE 19N 461046, 5039622**;

Thence northeasterly along Conservation Easement approximately 2137 feet to a point at **UTM NAD83, ZONE 19N 461459, 5040130**;

Thence southeasterly along Conservation Easement 856 feet, more or less, to a point at **UTM NAD83, ZONE 19N 461652, 5039962**;

Thence southerly 970 feet, more or less, to the shore of Upper Wilson Pond;

Thence southerly along the westerly shore of Upper Wilson Pond to a point at **UTM NAD83, ZONE 19N 461897, 5038801** and land of the Conservation Easement Section 5;

Thence easterly along the Conservation Easement to the shore of Upper Wilson Pond;

Thence generally easterly along the northerly shore of Upper Wilson Pond to the southeast corner of land now or formerly of Elizabeth Burroughs and Marianna H. Reeves as described in Book 1503, Page 152 of the Piscataquis County Registry of Deeds, and also shown as Lot No. 4 of Lease Area A as shown on plan entitled "B.C.W. Upper Wilson Pond, Lease Area A" a copy of which is attached as Exhibit 78 of a deed from Scott Paper Company to Skylark, Inc. as recorded in said Registry of Deeds in Book 395, Page 179;

Thence around said land now or formerly of said Elizabeth Burroughs and Marianna H. Reeves to the northerly shore of Upper Wilson Pond;

Thence westerly along the northerly shore of Upper Wilson Pond to the point of beginning.

NOTE: Lots 1-3, 5-9, Lease Area "A" as shown on Exhibit 78 are owned by Plum Creek Land Company by deed recorded in the Piscataquis County Registry of Deeds in Book 1455, Page 41.

Together with, in common with Grantor and others, rights of way for ingress, egress and placement of utilities over and across roads currently accessing the above described premises, including but not limited to ingress, egress and placement of utilities to Lily Bay Road.

Subject to the rights of access of others, including, but not limited to, Plum Creek Land Company as described in a deed from Plum Creek Maine Timberlands dated March 12, 2003 and recorded in the said Registry of Deeds in Book 1455, Page 45.

Subject to the terms and conditions set forth in, and the rights of others to use, the Snowmobile Trail Easement dated May 14, 2012 and recorded in the Piscataquis County Registry of Deeds in Book 2165, Page 118, and in the Somerset County Registry of Deeds in Book 4524, Page 1.

Lily Bay Development Areas:**D-MH-RT Northern Portion of the Lily Bay Peninsula Sub-Area and D-MH-RT Main Lily Bay Peninsula Sub-Area**

A certain lot or parcel of land containing no less than 1800 acres with access rights thereto, located in Lily Bay Township in the County of Piscataquis and State of Maine, generally depicted on the maps attached hereto as Lily Bay Development Area Map 8, Exhibit A-6, and more particularly described as follows:

Beginning at the intersection of the south side of North Shore Road and the northwesterly corner of land now or formerly of Steven Kubisch as described in the Piscataquis County Registry of Deeds in Book 1428, Page 134;

Thence northerly across North Shore Road to a point on the northerly side of North Shore Road opposite the northwest corner of said land now or formerly of Steven Kubisch;

Thence westerly along the northerly side of North Shore Road to the thread of an un-named Stream, and a southwest corner of the Conservation Easement Section 5;

Thence northerly along the thread of the un-named Stream and the westerly side of the Conservation Easement Section 5 to a point at **UTM NAD83, Zone 19N 460077.8, 5050289.2;**

Thence northeasterly along said westerly side of the Conservation Easement Section 5 to a point at **UTM NAD83, Zone 19N 460990.7, 5050777.2;**

Thence northerly along the westerly side of the Conservation Easement Section 5 to a point at **UTM NAD83, Zone 19N 460996.6, 5051733.9;**

Thence northerly, northwesterly, southwesterly, southeasterly, westerly and southerly along the Conservation Easement Section 5, through the following points and approximate distances:

a distance of 1400 feet to **UTM NAD83, Zone 19N 461107.4, 5052134.4;**
 thence a distance of 2300 feet to **UTM NAD83, Zone 19N 460916.8, 5052814.6;**
 thence a distance of 600 feet to **UTM NAD83, Zone 19N 460809.5, 5052969.6;**
 thence a distance of 900 feet to **UTM NAD83, Zone 19N 460724.4, 5053217.0;**
 thence a distance of 500 feet to **UTM NAD83, Zone 19N 460616.5, 5053279.4;**
 thence a distance of 1500 feet to **UTM NAD83, Zone 19N 460337.4, 5053651.5;**
 thence a distance of 1800 feet to **UTM NAD83, Zone 19N 459797.4, 5053840.1;**
 thence a distance of 1000 feet to **UTM NAD83, Zone 19N 459600.9, 5053594.5;**
 thence a distance of 700 feet to **UTM NAD83, Zone 19N 459491.5, 5053410.1;**
 thence a distance of 1500 feet to **UTM NAD83, Zone 19N 459078.7, 5053196.7;**
 thence a distance of 400 feet to **UTM NAD83, Zone 19N 459034.6, 5053073.5;**
 thence a distance of 900 feet to **UTM NAD83, Zone 19N 458969.0, 5052981.4;**
 thence a distance of 800 feet to **UTM NAD83, Zone 19N 458989.1, 5052734.4;**

thence a distance of 1200 feet to **UTM NAD83, Zone 19N 459138.4, 5052393.9**;
thence a distance of 800 feet to **UTM NAD83, Zone 19N 459310.6, 5052238.5**;
thence a distance of 800 feet to **UTM NAD83, Zone 19N 459548.4, 5052175.2**;
thence a distance of 400 feet to **UTM NAD83, Zone 19N 459700.2, 5052205.1**;
thence a distance of 1000 feet to **UTM NAD83, Zone 19N 459568.3, 5051897.3**;
thence a distance of 1500 feet to **UTM NAD83, Zone 19N 459135.8, 5051992.7**;
thence a distance of 1900 feet to **UTM NAD83, Zone 19N 458551.1, 5051996.6**;
thence a distance of 300 feet to **UTM NAD83, Zone 19N 458507.4, 5051935.1** at an un-named stream;
thence along said un-named stream a distance of 700 feet to **UTM NAD83, Zone 19N 458419.3, 5051719.7**;
thence parallel to and 350 feet from the un-named stream and an un-named pond to a point in said un-named stream at **UTM NAD83, Zone 19N 458437.7, 5051225.8**;
thence parallel to and 350 feet from the un-named pond to **UTM NAD83, Zone 19N 458286.1, 5051226.8**;
thence a distance of 1000 feet to **UTM NAD83, Zone 19N 457982.6, 5051197.9**;

Thence southerly along the easterly side of the Conservation Easement Section 5 to a point on the easterly side of land now or formerly of the State of Maine as described in a deed dated September 17, 1999 and recorded in said Registry of Deeds Book 1224, Page 176;

Thence westerly along the northerly line of land of the said State of Maine to the northeasterly side of Lease Area O, shown as Exhibit 113 of Deed from Scott Paper Company to Skylark, Inc. as recorded in Book 395, Page 179;

Thence southeasterly along the northeasterly sideline of Lease Area O and the northeasterly and southeasterly sidelines of Lease Area G shown as Exhibit 110 of said Deed recorded in said Book 395, Page 179 and land now or formerly of the following persons, to a point on the northerly shore of Moosehead Lake:

1. Timothy Meyh, et al
2. Charles Tobey, et al
3. Carleton Point Properties, LLC
4. Mark Fortier, et al
5. Jeffrey Hood, et al
6. John W. Fish Trust
7. Robert E. Philbrick, et al
8. Albert J. Languet, III
9. Marcia Scofield, et al
10. Carroll J. Smith, et al

Thence in a generally easterly direction following the northerly shore of Moosehead Lake to the southwesterly corner of land now or formerly of Randal S. Coulton, et al as described in Book 1752, Page 248 of the Piscataquis County Registry of Deeds;

Thence northeasterly along the northwesterly side of said land now or formerly of Randal S. Coulton, et al to the shore of Moosehead Lake;

Thence northwesterly and southeasterly along the shore of Moosehead Lake to the southwesterly corner of Lease Area N shown as Exhibit 112 of said Deed recorded in Book 395, Page 179 of the Piscataquis County Registry of Deeds;

Thence northerly, southeasterly and southerly along the westerly and northeasterly and easterly sidelines of said Lease Area N and the northeasterly and westerly sidelines of Lease Area A shown as Exhibit 101 and Lease Area M shown as Exhibit 111 of said Deed recorded in Book 395, Page 179 of the Piscataquis County Registry of Deeds and of land now or formerly of the following persons, to a point on the northerly shore of Moosehead Lake:

1. Jay Rancourt, et al
2. William V. Gordon
3. Jerald C. Smith
4. Paul E. Lavallee, et al
5. Paul Bickford, Jr., et al
6. Anita H. Hurlburt
7. Robert G. O'Malley, et al
8. Valerie L. Welch
9. Nancy R. Elsemore
10. Dennis Lavigne
11. Harold B. Stade
12. Leland C. Foster, et al
13. Barbara Hopper, et al
14. Mildred Gammond, et al
15. Reginald H. Gill, et al
16. Donald S. Bailey, et al
17. John P. Booth, et al
18. Christine H. Clifford, et al
19. Marilyn L. Reed, et al
20. Diana M. Evans, et al
21. John A. Philbrick, et al
22. Richard G. Couture, et al
23. Madelyn Bailey, et al
24. M.K. Garrett, et al
25. Harold Klaiber
26. Michael Pilcher, et al
27. Paul Tibbetts
28. Earl G. Creamer, et al
29. Ann T. Purdy, et al
30. Stephen P. Defina, et al

Thence in a northeasterly and southeasterly direction along the northerly shore of Moosehead Lake to land now or formerly of said Steven Kubisch as described in Book 1428, Page 134 of the Piscataquis County Registry of Deeds;

Thence northerly along the westerly sideline of to land now or formerly of said Steven Kubisch to the point of beginning.

Excepting and reserving that parcel of land conveyed to Carroll J. Smith and Fonda O. Smith as described in a deed from Skylark, Inc recorded in Book 831, Page 141 of the Piscataquis County Registry of Deeds.

Subject to rights of others to use rights of way from the Lily Bay Road across a portion of the above described parcel to access their various lots, including but not limited to, Spencer Bay Road Easements to the State of Maine dated June 11, 2009 and recorded in the said Registry of Deeds in Book 2003, Page 238.

Excepting and reserving land conveyed to Piscataquis County by virtue of Deeds from S.D. Warren Company dated December 22, 1989 and recorded in Book 757, Page 334 and dated July 20, 1993 and recorded in Book 903, Page 264 of the Piscataquis County Registry of Deeds.

Subject to the Restrictions on Land Use of No Disturbance Areas described in the Moosehead Lake Region Concept Plan for the Moosehead Lake Region approved by the Maine Land Use Regulation Commission pursuant to Zoning Petition ZP 707, Sub-chapter IV, §10.33, page 136, and as shown on Exhibit A-6.

D-MH-PR Primitive Resort Development Zone East of Lily Bay Road Sub-Area

A certain lot or parcel of land containing no less than 52 acres with access rights thereto, located east of Lily Bay Road in Lily Bay Township in the County of Piscataquis and State of Maine, generally depicted on the maps attached hereto as Lily Bay Development Area Map 8, Exhibit A-6 and more particularly described as follows:

Beginning at the northeasterly corner of the parcel herein described at **UTM NAD83, Zone 19N 464077, 5050250;**

Thence southeasterly a distance of approximately 550 feet to a logging road;

Thence southeasterly across the road a distance of approximately 1290 feet to the southeasterly corner of this parcel at **UTM NAD83, Zone 19N 464202, 5049701;**

Thence westerly to the southwesterly corner of this parcel at **UTM NAD83, Zone 19N 463869, 5049595;**

Thence northerly to a point at the northwesterly corner at **UTM NAD83, Zone 19N 463704, 5050152;**

Thence easterly to the point of beginning.

Together with, in common with Grantor and others, rights of ingress, egress and placement of utilities over Meadowbrook Road and a logging road across land of Grantor to Lily Bay Road accessing the above described premises, and located as shown on Exhibit A-9 attached hereto and made a part hereof.

Big Moose Mountain Development Area:

D-MH-PR Primitive Resort Development Zone Indian Pond Sub-Area

A certain lot or parcel of land containing no less than 112 acres with access rights thereto, located in Indian Stream Township (T1 R6 BKP EKR) in the County of Somerset and State of Maine, generally depicted on the maps attached hereto as Big Moose Mountain Development Area Map 9, Exhibit A-7, and more particularly described as follows:

Beginning at a point on the southerly side of Indian Pond at the 960 foot contour and/or the Project Boundary for Indian Pond FERC Project No. 2142, as shown on Plan of Indian Pond FERC Project No. 2142, sheet 5, recorded in the Piscataquis County Registry in Plan Cabinet M, Pages 54 to 58 at UTM NAD 83, Zone 19N 437506.4, 5041770.5;

Thence southeasterly along the Conservation Easement Section 4, 1000 feet, more or less, to a point at **UTM NAD83, Zone 19N 437805, 5041527;**

Thence southwesterly on a line which is generally parallel to and approximately 1000 feet southeasterly of the 960 foot US Geologic Survey Contour line, along the Conservation Easement Section 4 to a point opposite and perpendicular to **UTM NAD83, Zone 19N 437104, 5040443;**

Thence northwesterly 1000 feet, more or less, to said 960 foot contour line and/or the Project Boundary aforesaid at **UTM NAD83, Zone 19N 436803, 5040669;**

Thence northeasterly along the said 960 foot contour line and/or Project Boundary aforesaid to the point of beginning.

Together with, in common with Grantor and others, a right of way for ingress, egress and placement of utilities from Route 6/15 across Burnham Road and connecting logging roads, accessing the described premises and located as shown on Exhibit A-10 attached hereto and made a part hereof.

D-MH-RT Main Big Moose Mountain Sub-Area,

A certain lot or parcel of land containing no less 3880 acres with access rights thereto, located partly in Big Moose Township (T2 R6 BKP EKR), County of Piscataquis, State of Maine and partly in Indian Stream Township in the County of Somerset and State of Maine, generally depicted on the maps attached hereto as Big Moose Mountain Development Area Map 9, Exhibit A-7, and more particularly described as follows:

Beginning at a point in Big Moose Township at a point along the northwesterly side of land now or formerly of OLFC, Inc., also sometimes known as OFLC, Inc. described in deed recorded in the Piscataquis County Registry of Deeds in Book 1678, Page 144, a distance of approximately 3200 feet from the most westerly corner of said OLFC, Inc. land at **UTM NAD83, Zone 19N 442737.1, 5039683.6;**

Thence northwesterly along the conservation easement lands a distance of approximately 1500 feet to a point on the 1800 foot contour line and a point on the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System line at **UTM NAD83, Zone 19N 442304.3, 5039811.0;**

Thence northwesterly along a line that follows the Conservation Easement Section 4 lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 2400 feet to a point at **UTM NAD83, Zone 19N 441700.8, 5040248.7;**

Thence northwesterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1400 feet to a point at **UTM NAD83, Zone 19N 441508.7, 5040589.9;**

Thence northwesterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1300 feet to a point at **UTM NAD83, Zone 19N 441184.7, 5040747.3;**

Thence southwesterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1100 feet to a point at **UTM NAD83, Zone 19N 440879.5, 5040595.8;**

Thence westerly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 2200 feet to a point at **UTM NAD83, Zone 19N 440251.2, 5040694.4;**

Thence southwesterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1300 feet to a point at **UTM NAD83, Zone 19N 439902.0, 5040481.7;**

Thence southwesterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1200 feet to a point at **UTM NAD83, Zone 19N 439725.2, 5040143.9;**

Thence southwesterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1200 feet to a point at **UTM NAD83, Zone 19N 439765.3, 5039804.0;**

Thence southwesterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 2100 feet to a point at **UTM NAD83, Zone 19N 439305.5, 5039376.3;**

Thence southeasterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 500 feet to a point at **UTM NAD83, Zone 19N 439347.4, 5039221.6;**

Thence in a southwesterly direction to a point that is approximately 3500 feet westerly of the Big Moose Town Line at **UTM NAD83, Zone 19N 438976.1, 5038978.3;**

Thence in a southwesterly and northwesterly direction to a point that is approximately 9400 feet southeasterly of the high water mark of the southerly shore of Indian Pond, on a line generally parallel with the easterly town line of Indian Stream Township at **UTM NAD83, Zone 19N 438479.7, 5039260.9;**

Thence northwesterly along the Conservation Easement Section 4 lands a distance of approximately 3000 feet to the westerly side of a logging road shown on Exhibit B, Section 4 as "Road 3";

Thence northeasterly along the Conservation Easement and the northwesterly side of Road 3 as shown on Exhibit B, Section 4, which runs generally parallel to and southeasterly of Indian Pond, to the intersection of Road 3 with another road shown and depicted on the attached Exhibit B, Section 4 as "Road 1";

Thence northeasterly along the Conservation Easement a distance of approximately 1800 feet to a point which is parallel to and 1000 feet northerly of Road 1, at **UTM NAD83, Zone 19N 439027.2, 5042002.4;**

Thence northeasterly along the Conservation Easement and parallel to and 1000 feet northerly of Road 1, a distance of approximately 2000 feet to a point at **UTM NAD83, Zone 19N 439614.3, 5042151.1;**

Thence northeasterly along the Conservation Easement and parallel to and 1000 feet northwesterly of Road 1, a distance of approximately 3300 feet to a point at **UTM NAD83, Zone 19N 440229.0, 5042916.7;**

Thence northeasterly along the Conservation Easement, a distance of approximately 1700 feet to Burnham Road as shown and depicted on the attached Exhibit B, Section 4 at **UTM NAD83, Zone 19N 440364.1 5043440.1;**

Thence easterly across Burnham Road and along the Conservation Easement a distance of approximately 2500 feet, more or less, to a point in the southerly side of Road 1;

Thence southwesterly along the southerly side of Road 1 approximately 1300 feet to the easterly side of Burnham Road;

Thence southerly along the northeasterly side of Burnham Road to Road 2 ("Road 2") as shown on Exhibit B, Section 4;

Thence northerly along the northerly side of Road 2 to the northerly most terminus of Road 2 south of Burnham Pond;

Thence north along the Conservation Easement to the shore of Burnham Pond, at **UTM NAD83, Zone 19N 443309.2, 5042949.9**;

Thence easterly along the southerly shore of Burnham Pond to a point at the most easterly end of Burnham Pond, which said point is located approximately 250 feet north of the northerly side of Burnham Road;

Thence southeasterly and northeasterly following a line that is 250 feet, more or less, northerly of and generally parallel to the northerly side of the Burnham Road to a point on the westerly side of Route 6/15;

Thence northerly along the westerly side of Route 6/15 to a point approximately 7500 feet southerly of the southwest corner of land now or formerly of OLFC, Inc., also sometimes known as OFLC, Inc., described in deed recorded in the Piscataquis County Registry of Deeds in Book 1675, Page 155 and the southerly side of the Conservation Easement Section 4;

Thence easterly across Route 6/15 along the southerly side of the Conservation Easement a distance of 700 feet, more or less, to the shore of Moosehead Lake;

Thence southerly along the shore of Moosehead Lake to the northwest corner of Big Squaw Lease Area A as shown as Exhibit 74 on deed recorded in the Piscataquis County Registry of Deeds in Book 395, Page 179, and land now or formerly of Patrick E. Riley;

Thence westerly, southerly, and easterly along the northerly westerly and southerly sidelines of land of the following: (a) said Patrick E. Riley, (b) A. David Burdoin, (c) Wayne Shaw, and (d) Michael J. Theriault, to the westerly shore of Moosehead Lake;

Thence southerly along the westerly shore of Moosehead Lake to the northeasterly corner of land now or formerly of said OLFC, Inc., also sometimes known as OFLC, Inc.;

Thence westerly and southwesterly along the northerly and northwesterly side of land now or formerly of said OLFC, Inc., also sometimes known as OFLC, Inc. to the point of beginning.

Excepting the railroad premises, and access thereto, described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company, to Montreal, Maine & Atlantic Railway, LTD, dated December 27, 2002 and recorded in the Piscataquis County Registry of Deeds in Book 1438, Page 238.

Subject to rights of others to use rights of way from Route 6/15 across a portion of the above described parcel to access their various lots, including but not limited to, easements to FPL Energy Maine Hydro, LLC dated July 10, 2008 and recorded in the said Registry of Deeds in Book 1935, Page 147.

Subject to the terms and conditions set forth in, and the rights of others to use, the Snowmobile Trail Easement dated May 14, 2012 and recorded in the Piscataquis County Registry of Deeds in Book 2165, Page 118, and in the Somerset County Registry of Deeds in Book 4524, Page 1.

D-MH-RT Burnham Pond North Shore Sub-Area

A certain lot or parcel of land containing no less 200 acres with access rights thereto, located in Big Moose Township (T2 R6 BKP EKR), County of Piscataquis, State of Maine, generally depicted on the maps attached hereto as Big Moose Mountain Development Area Map 9, Exhibit A-7, and more particularly described as follows:

Beginning at a point in Big Moose Township on the north side of Burnham Pond at a point located at **UTM NAD83, Zone 19N 443903.0, 5043870.4;**

Thence northerly, northwesterly, easterly and southeasterly along the lines as generally depicted and shown on the Big Moose Mountain Development Area Map 9, Exhibit A-7, through the following points:

UTM NAD83, Zone 19N 443880, 5044041;
UTM NAD83, Zone 19N 443429, 5044187;
UTM NAD83, Zone 19N 443426, 5044373;
UTM NAD83, Zone 19N 443653, 5044515;
UTM NAD83, Zone 19N 444161, 5044505;
UTM NAD83, Zone 19N 444632, 5044153;
UTM NAD83, Zone 19N 444852, 5043702

to a point on the northerly shore of Burnham Pond at **UTM NAD83, Zone 19N 444917.3, 5043305.9;**

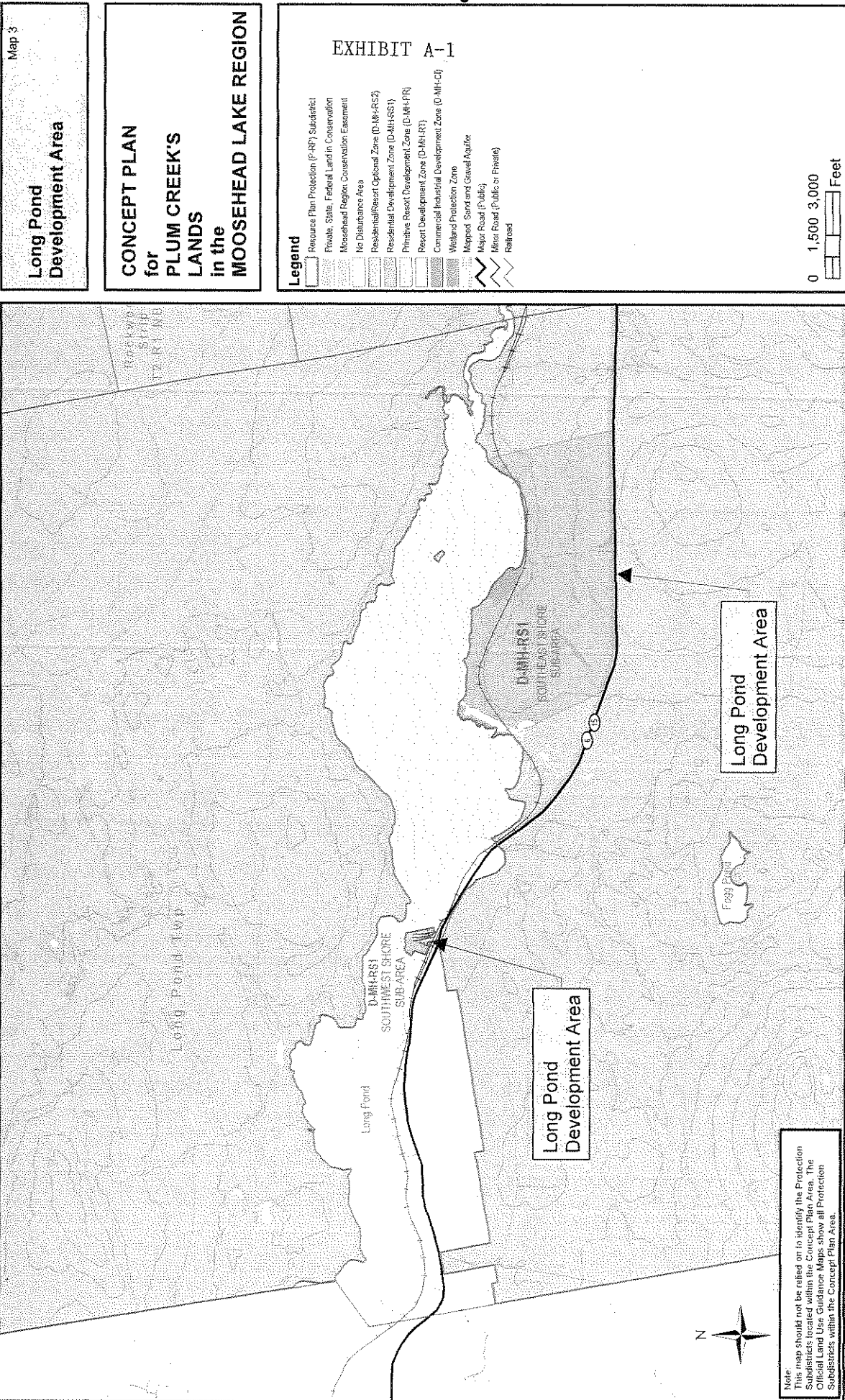
Thence generally westerly along the southerly shore of Burnham Pond to the point of beginning.

Together with, in common with Grantor and others, an easement for ingress, egress and placement of utilities from and to Route 6/15 across a logging roadway on land of Grantor located as shown on Exhibit A-11 attached hereto and made a part hereof.

Subject to the Restrictions on Land Use of No Disturbance Areas described in the Moosehead Lake Region Concept Plan for the Moosehead Lake Region approved by the Maine Land Use Regulation Commission pursuant to Zoning Petition ZP 707, Sub-chapter IV, §10.33, Page 136, and as shown on Exhibit A-7.

All references to Conservation Easement Lands and Exhibits thereto is the Moosehead Conservation Easement recorded in the Piscataquis County Registry of Deeds in Book 2165, Page 1 and the Somerset County Registry of Deeds in Book 4523, Page 222.

Exhibit B-1 to Zoning Petition



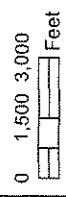
Map 3
**Long Pond
 Development Area**

**CONCEPT PLAN
 for
 PLUM CREEK'S
 LANDS
 in the
 MOOSEHEAD LAKE REGION**

EXHIBIT A-1

Legend

- Resource Plan Protection (P-RP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential/Resort Optional Zone (D-MH-RS2)
- Residential Development Zone (D-MH-RS1)
- Primitive Resort Development Zone (D-MH-RPS)
- Resort Development Zone (D-MH-RT)
- Commercial Industrial Development Zone (D-MH-CI)
- Wetland Protection Zone
- Mapped Sand and Gravel Aquifer
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad



**Long Pond
 Development Area**

**Long Pond
 Development Area**

Note:
 This map should not be relied on to identify the Protection Subdistricts located within the Concept Plan Area. The Land Use Ordinance (LZO) should be used to identify Protection Subdistricts within the Concept Plan Area.



Map 4

Brassia Lake and Rockwood/Blue Ridge Development Areas

CONCEPT PLAN
for
PLUM CREEK'S LANDS
in the
MOOSEHEAD LAKE REGION

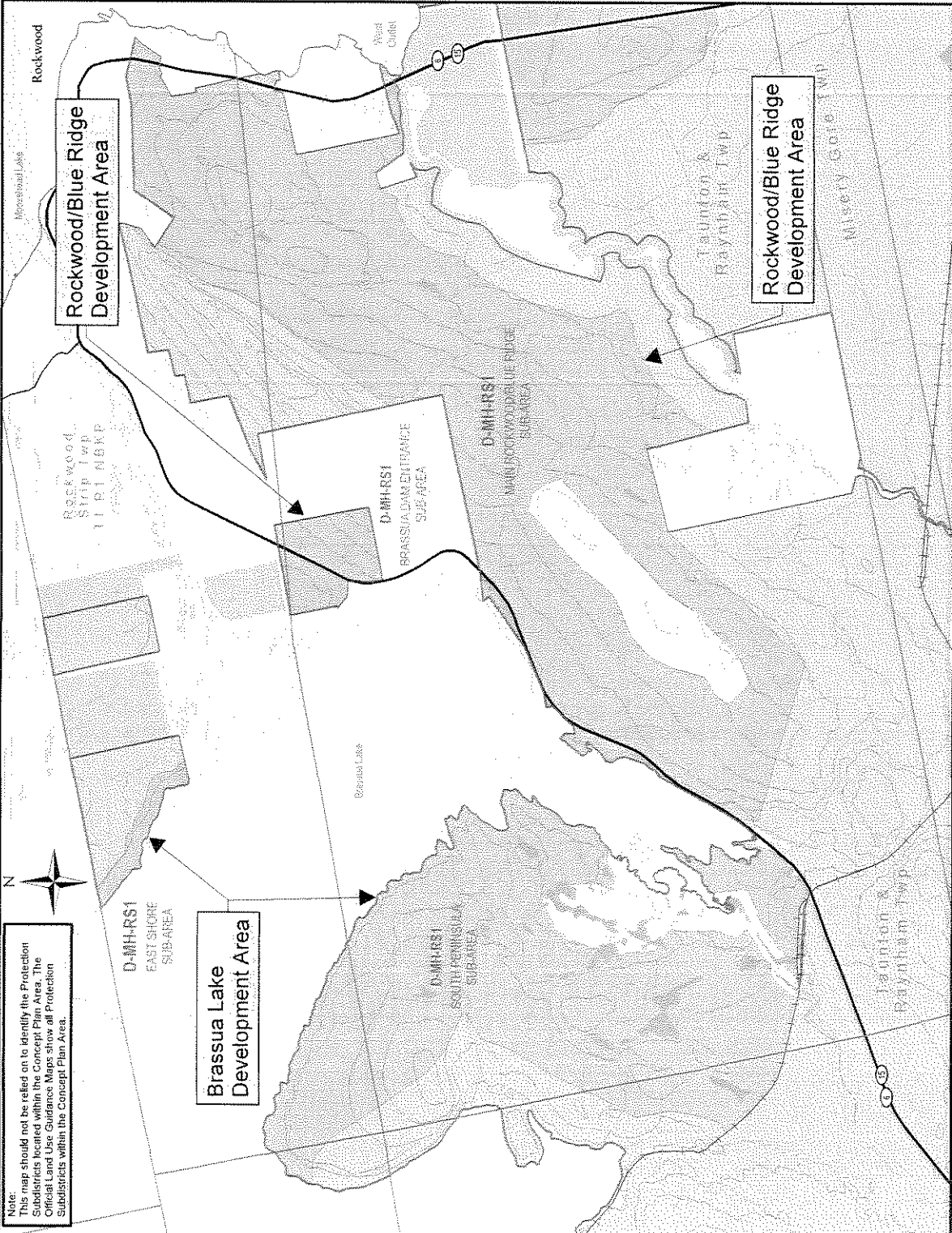
EXHIBIT A-2

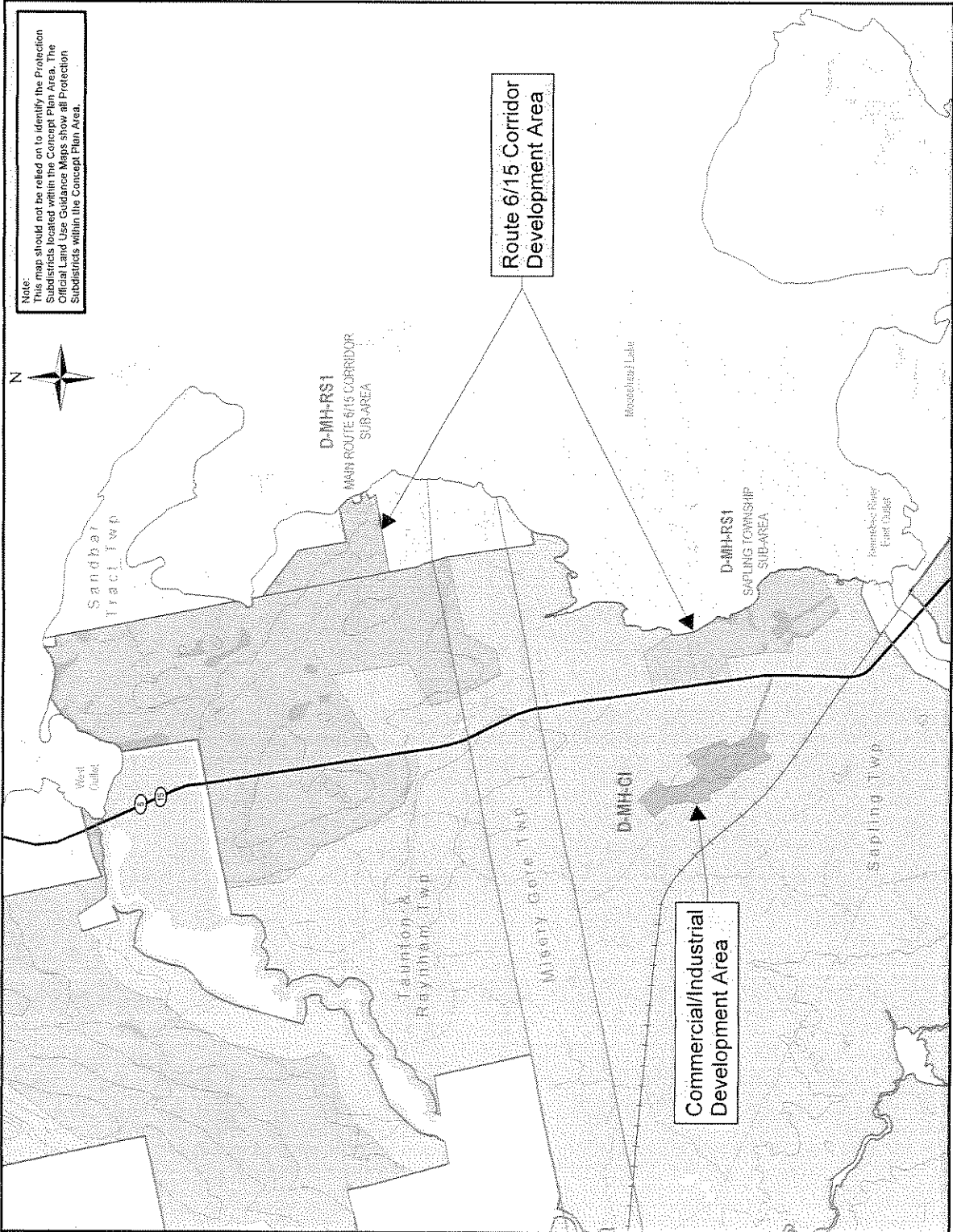
Legend

- Resource Plan Protection (P-PP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential Resort Optional Zone (D-MH-RS2)
- Residential Development Zone (D-MH-RS1)
- Plumtree Resort Development Zone (D-MH-PR)
- Resort Development Zone (D-MH-RD)
- Commercial Industrial Development Zone (D-MH-CI)
- Wetland Protection Zone
- Mapped Sand and Gravel Aquifer
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad

Note:
The P-PP Subdistrict does not directly abut the waters of Brassia Lake. Refer to the Official Land Use Guidance Maps to determine the exact boundary of the P-PP Subdistrict.

0 1,500 3,000 Feet





Note:
 This map should not be relied on to identify the Protection Subdistricts located within the Concept Plan Area. The Official Land Use Guidance Maps show all Protection Subdistricts within the Concept Plan Area.



Map 5
Route 6/15 Corridor and Commercial/Industrial Development Areas

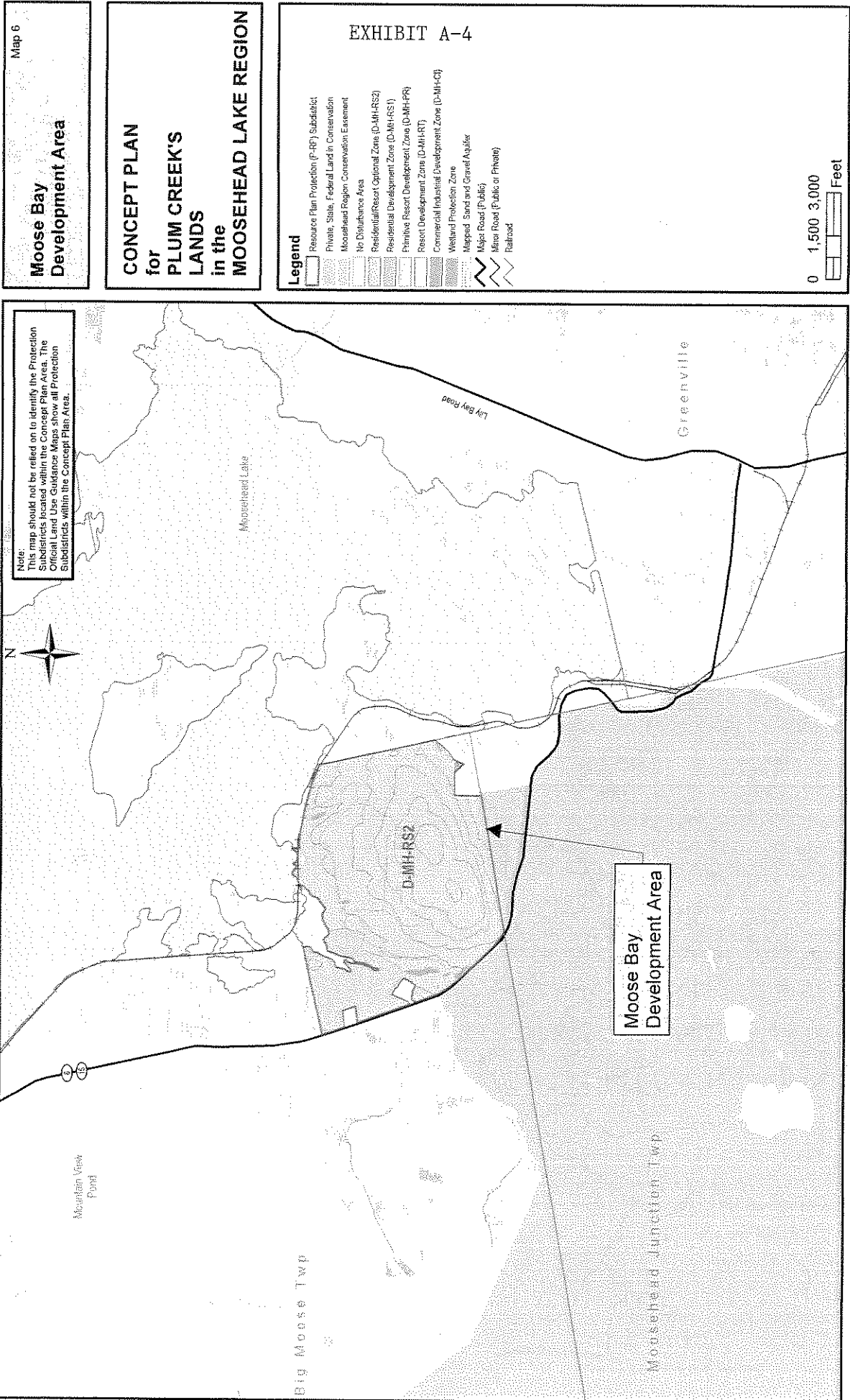
CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

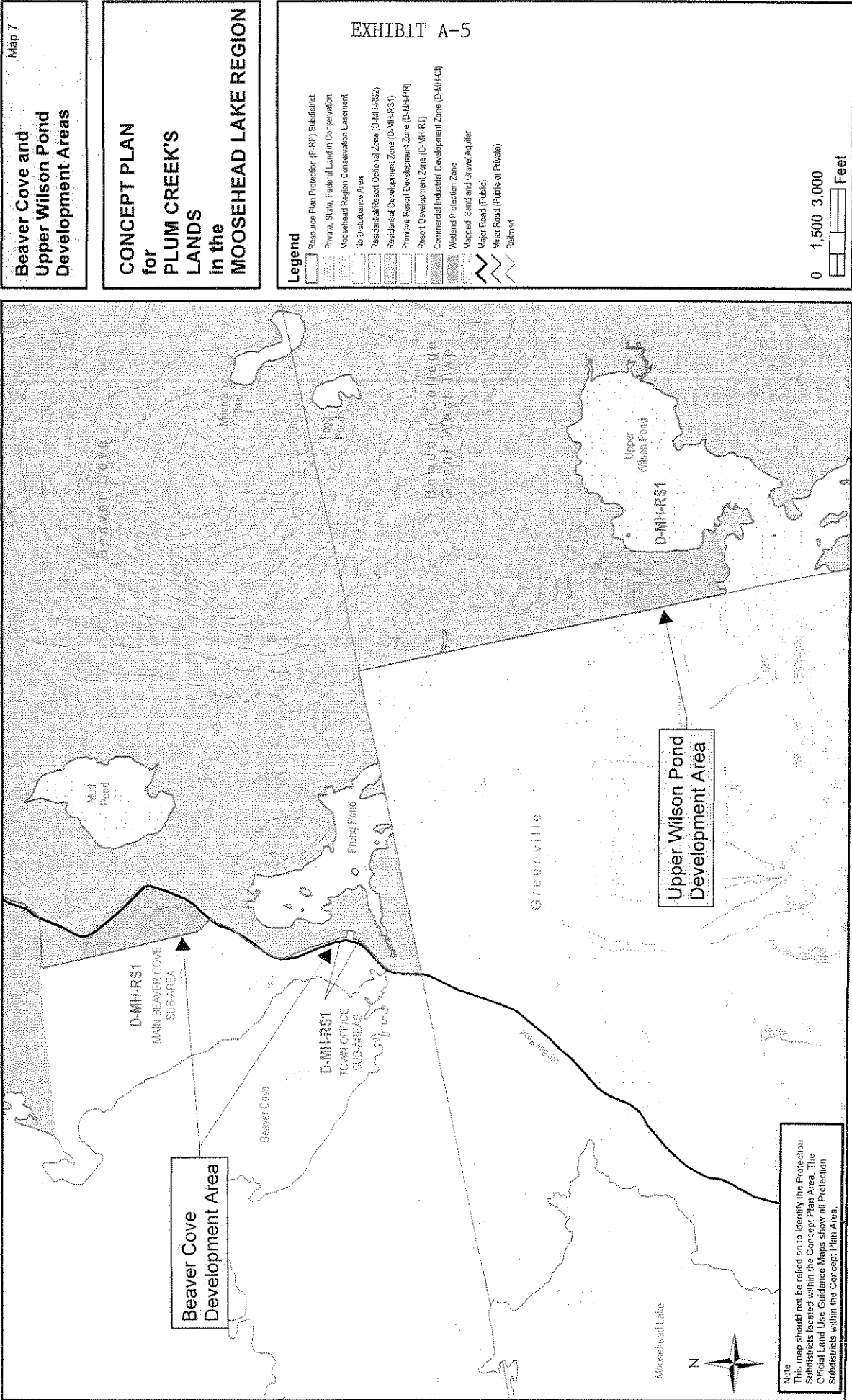
EXHIBIT A-3

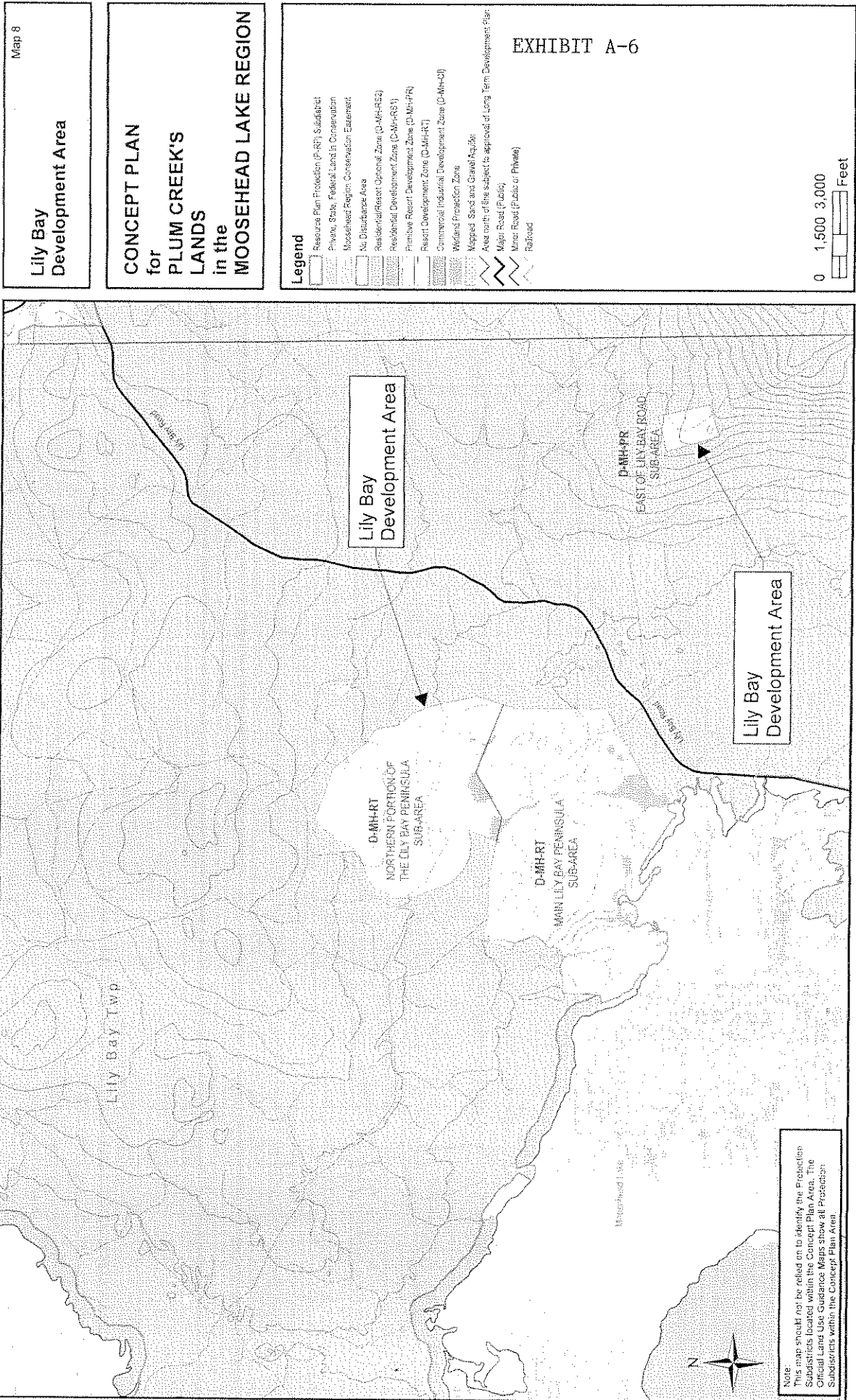
Legend

- Resource Plan Protection (P-RP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential/Resort Optional Zone (D-MH-RS2)
- Residential Development Zone (D-MH-RS1)
- Prime Resort Development Zone (D-MH-RPR)
- Resort Development Zone (D-MH-RT)
- Commercial Industrial Development Zone (D-MH-CI)
- Wetland Protection Zone
- Mapped Sand and Gravel Aquifer
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad

0 1,500 3,000 Feet





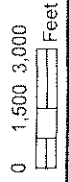


Map 8
Lily Bay
Development Area

CONCEPT PLAN
for
PLUM CREEK'S
LANDS
in the
MOOSEHEAD LAKE REGION

- Legend**
- Resource Plan Protection (P-RP) Subdistrict
 - Private, State, Federal, Land in Conservation
 - Moosehead Region Conservation Easement
 - No Disturbance Area
 - Residential/Recreation Optional Zone (D-MH-R22)
 - Residential Development Zone (D-MH-R81)
 - Primitive Resort Development Zone (D-MH-RP)
 - Recreation Development Zone (D-MH-R7)
 - Commercial/Industrial Development Zone (D-MH-CI)
 - Wetland Protection Zone
 - Mapped Sand and Gravel Aquifer
 - Area north of line subject to approval of Long Term Development Plan
 - Major Road (Public)
 - Minor Road (Public or Private)
 - Railroad

EXHIBIT A-6



Note:
This map should not be relied on to identify the Protection Subdistricts located within the Concept Plan Area. The Official Land Use Guidance Maps show all Protection Subdistricts within the Concept Plan Area.

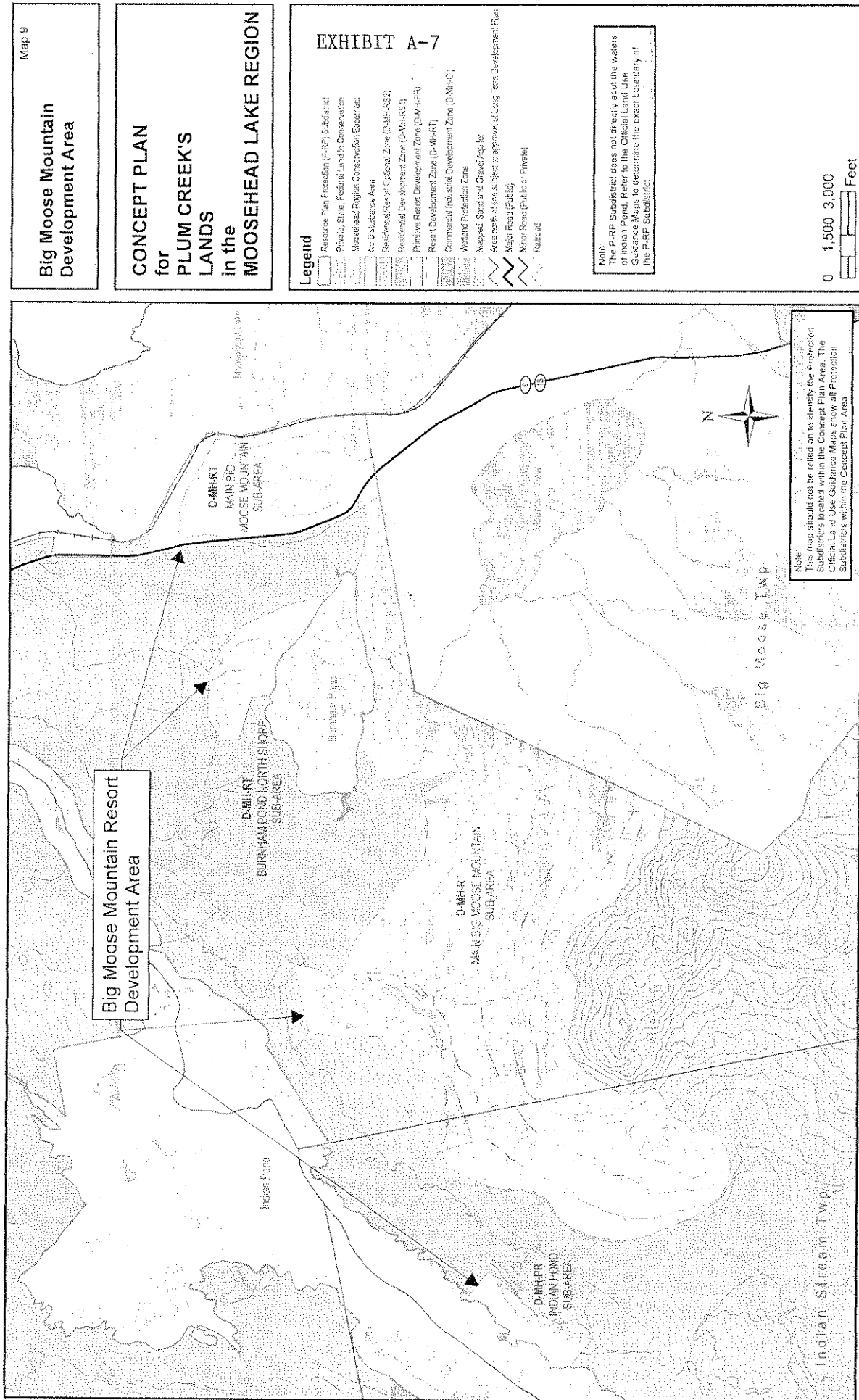
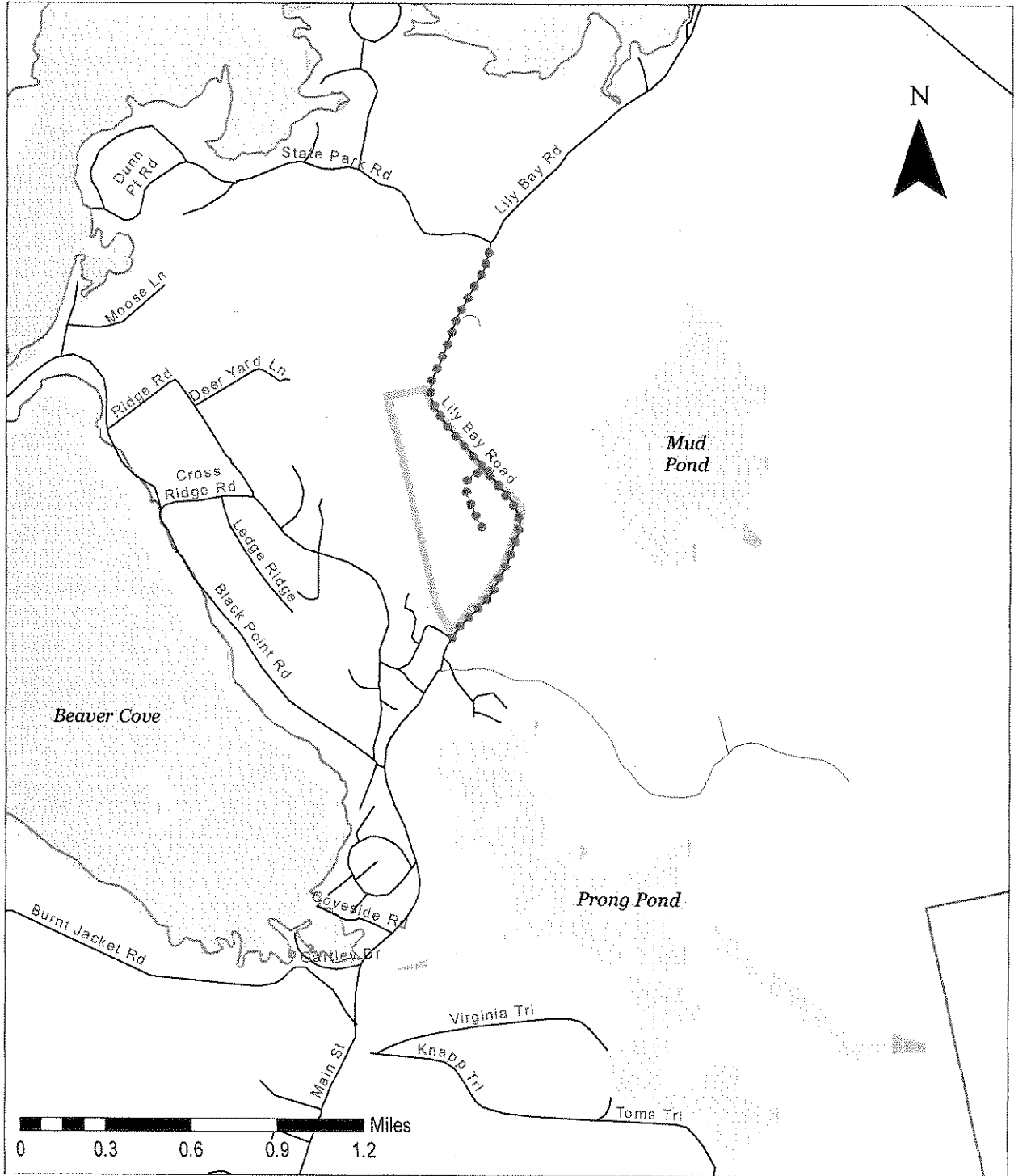


EXHIBIT A-8



D-MH-RS1
 Main Beaver Cove Sub Area
 Piscataquis County, ME

----- Access Road



Plum Creek

Growing Value from Exceptional Resources

DJBJNR June 27, 2012



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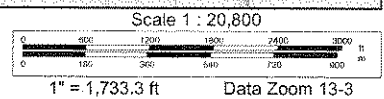
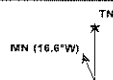
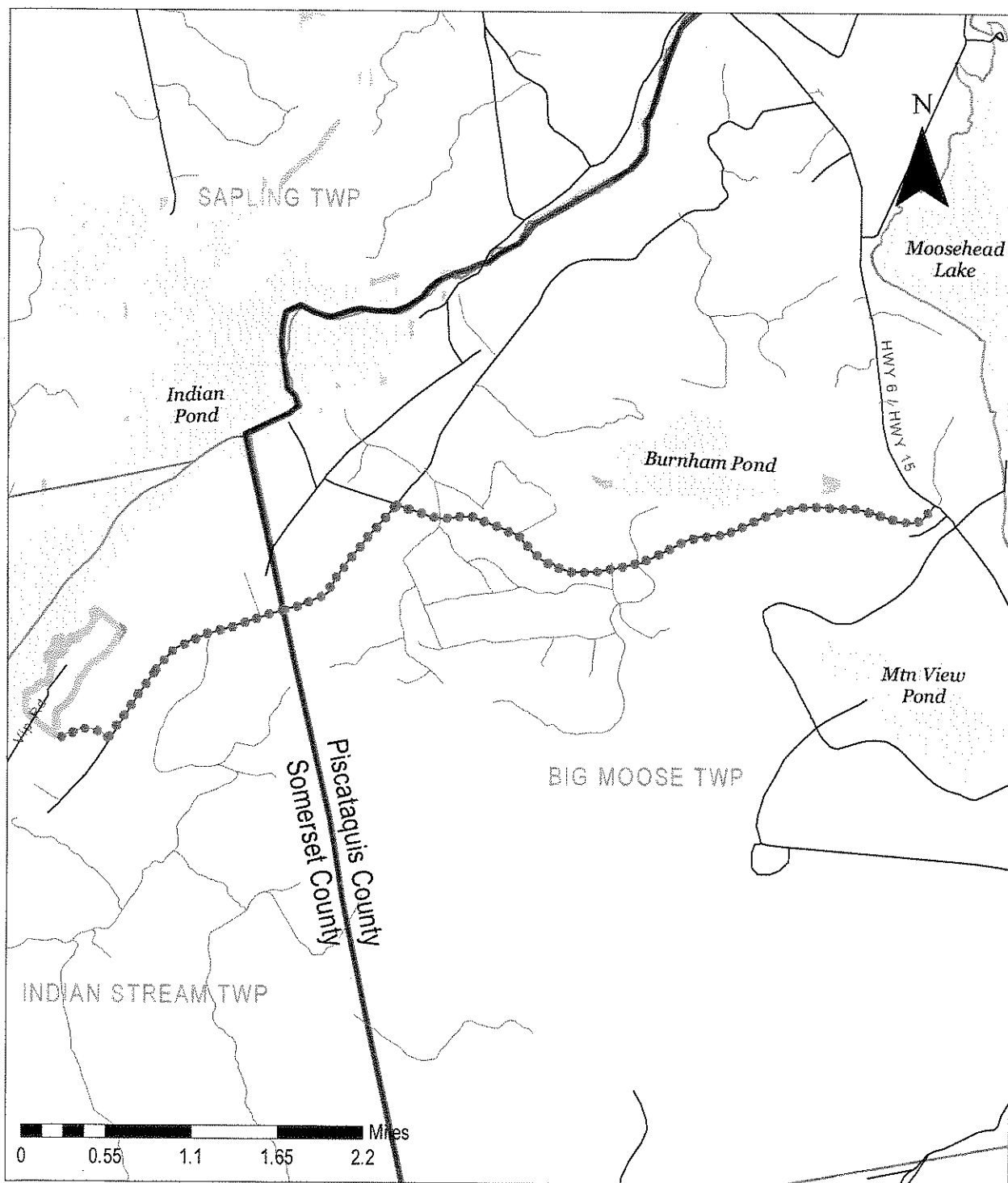


Exhibit B-1 to Zoning Petition

EXHIBIT A-10



D-MH-PR
Indian Pond Sub Area
Somerset County, ME

..... Access Road

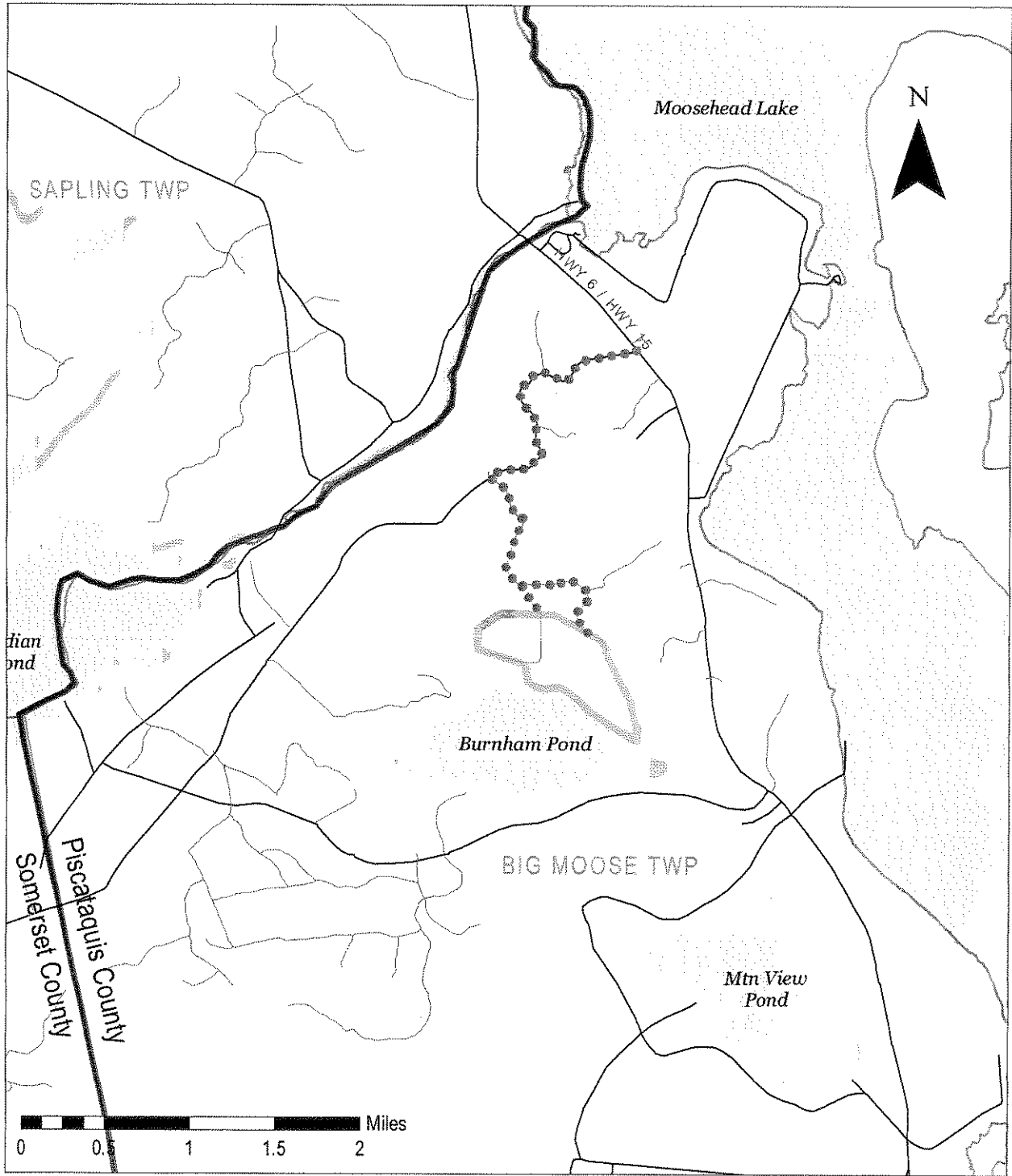


Plum Creek

Growing Value from Exceptional Resources

DJG/JNR June 27, 2012

EXHIBIT A-11



D-MH-RT
Burnham Pond North Sub Area
Piscataquis County, ME

..... Access Road



Plum Creek

Growing Value from Exceptional Resources

D:\BAIN\ June 27, 2012

EXHIBIT "B" to the Deed

Somerset and Piscataquis Counties, Maine

Terms, Provisions, and Conditions of the Easement Reservations and Grants:

1. Each Easement Reservation (the "Reservation") described herein is for ingress, egress, and utilities, and constructing, reconstructing, maintaining, repairing, and using existing roads for the benefit of lands now owned by Grantor adjacent to the lands of Grantee on which the Reservation is located (the "Grantor's Dominant Estate") as such Grantor's Dominant Estate is legally described in that certain Moosehead Region Conservation Easement dated May 14, 2012 and recorded in Somerset County, Maine at Book 4523, Page 222, and Piscataquis County at Book 2165, Page 1 (the "MRCE"). The Reservations may be used by Grantor and its successors and assigns for the following land uses on the Grantor's Dominant Estate (as such uses are more particularly defined or described in the MRCE): (a) Construction Materials Removal Activities; (b) Forest Management Activities; (c) Septic Field Activities; (d) Water Extraction Activities; (e) Wind Power Turbine Activities in the Wind Power Facility Area, and Wind Power Associated Activities in all other locations on the Protected Property; (f) Recreational Facility Activities; (g) uses associated with the construction, maintenance and operation of public fire, safety and emergency Structures and no more than six (6) telecommunication/cell "towers"; (h) uses associated with the construction, placement, maintenance and replacement of Development Signage; (i) Non-exclusive, Low-intensity Outdoor Recreation; and (j) motorized recreational uses.

2. The easement grants as described in **Exhibit "A"** (collectively the "Grant") are for ingress, egress, and utilities, and constructing, reconstructing, maintaining, repairing, existing roads for all lawful agricultural, residential, commercial, and industrial uses and developments by Grantee, and its successors and assigns benefiting that portion of the lands in **Exhibit "A"** that are served by said roads (the "Grantee's Dominant Estate").

3. The roads described in the Grants and Reservations are referred to collectively herein as the "Roads."

4. Relocation. Grantee and Grantor reserve unto themselves and their successors and assigns the right at their expense to relocate any portion of the Roads and the utility line subject to the condition that, except for distance and curvature, such relocated Road(s) and utility line(s) provide the same type and quality of access and utility service as existed prior to such relocation. If the location of any Road and/or utilities is changed, Grantor and Grantee shall place of public record an amendment to this Deed to reflect such relocation.

5. Reserved Rights. Grantee and Grantor, for themselves and their successors and assigns, reserve the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, the Reservations and/or Grants, as the case may be, and to use the Roads in any manner and for any purpose that will not unreasonably violate or interfere with the rights granted or reserved hereunder, the terms and conditions of the MRCE, or the terms and conditions of that certain Concept Plan for the Moosehead Lake Region approved by the Maine Land Use Regulation Commission pursuant to Zoning Petition ZP 707 (the "Concept Plan").

6. Third Parties; Public. The rights reserved and granted herein are non-exclusive, and the parties may, in their sole discretion, grant to third parties the right to utilize the Roads for any purpose or purposes reserved to the parties upon such terms as it chooses; provided, that use by such third party shall be subject to the terms and conditions of this Exhibit B and shall not violate or interfere with the rights reserved hereunder or with the terms and conditions of the MRCE or Concept Plan. Nothing herein contained shall be deemed a gift or dedication of any portion of the Roads to the general public, or for any public use or purpose whatsoever, other than as specifically granted and described in the MRCE and/or Concept Plan. Except as herein specifically provided, no rights, privileges, or immunities hereunder shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

7. Maintenance, Repair, Improvement.

7.1 Maintenance.

(a) For purposes of this Exhibit B, “maintenance” is defined as the work normally necessary to preserve and keep the Roads and appurtenant Roads facilities (such as bridges, culverts, gates, ditches and brushing) as nearly as possible in their present condition or as hereafter improved, and shall include repairs, reconstruction, and resurfacing (except for repairs, reconstruction or resurfacing described in Paragraph 7.2 hereof). The cost of maintenance shall be allocated on the basis of respective uses of the Roads. When any party uses the Roads, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance occasioned by such use as hereinafter provided. During periods when the Roads, or a portion thereof, are being used solely by one party, such party shall maintain that portion of the Roads so used to the standards existing at the time use is commenced, and shall follow all applicable laws, rules and regulations and Best Management Practices of the State of Maine available from the Maine Department of Conservation, Maine Forest Service (hereinafter, “BMPs”).

(b) During periods when more than one party is using the Roads, or a portion thereof, each party’s share of maintenance shall be pro rata in proportion to its intensity of use thereof. If necessary, and at the request of either party, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(i) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed, at a reasonable and agreed upon rate, the maintenance of the Roads or the portion thereof being used; and

(ii) A method of payment by which each party using the Roads or a portion thereof shall pay its pro rata share of the cost incurred by said maintainer in maintaining, the Roads or portion thereof.

7.2 Improvement. For the purposes of this Exhibit B, “improvement” is defined as the work necessary to surface, resurface, widen, recondition or replace the Roads and appurtenant Roads facilities (such as bridges, culverts, gates, ditches and brushing) to a higher or

greater standard than that prevailing on the date of this Exhibit B. When any existing or planned use of lands accessed by the Roads described herein will result in use of the Road in excess of its design elements, design standards, and/or road maintenance standards, the party responsible for such existing or planned use shall likewise be responsible for any additional costs that are necessary to meet design elements, design standards, and/or road maintenance standards that can accommodate such existing or planned use (as well as other existing uses). Provided, however, that all improvements shall comply with the applicable terms and conditions of the MRCE and Concept Plan.

7.3 Notification. A party shall provide to the other written notification not less than ten (10) business days prior to commencing any maintenance or improvement activities within the Roads. Written notification shall include the following:

- (a) The constructing party’s name, address and phone number;
- (b) A legal description and map showing the location of proposed activities;
- (c) Name, company name, address and phone number of individual and/or company performing maintenance or improvement activities; and
- (d) Description of the scope of any such maintenance or improvement activities.

Notice of completion shall also be provided within five (5) business days of completion of any maintenance or improvement activities.

8. Structures, Fences and Gates. Neither may construct any structures, including, without limitation, gates or fences, along or across the Roads without the prior written permission of the other party, which permission shall not be unreasonably withheld; provided, that potential violation or interference with the terms and conditions of the MRCE or Concept Plan shall be deemed reasonable grounds for denying permission.

9. Damage. Each party using any portion of the Roads shall repair or cause to be repaired at its sole cost and expense that damage to the Roads occasioned by it which is in excess of that which it would cause through normal and prudent usage of the Roads. Should inordinate damage to the Roads occur which is caused by an unauthorized user of the Roads or by the public, the parties hereto shall meet to agree on the cost and method of replacement or repair, and the shares of repair or replacement cost to be borne by each user of the Roads. Each party shall pay for all damages, including but not limited to timber, crops and grazing lands located within the Roads or adjacent thereto arising out of such party’s use or maintenance of the Roads.

10. Right-of-Way Timber. Each party reserves to itself and its successor and assigns all timber now on or hereafter growing within the Roads on its lands, which said party may harvest and remove at any time. Upon prior written notice to the other, either party shall have the right to cut timber within the Roads serving its Dominant Estate to the extent necessary for maintaining or improving the Roads. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the owner of the underling land and decked along the Roads for disposal or removal by said owner.

11. Personal Insurance. All persons using the Roads for any purpose shall obtain and maintain a policy of Automobile Liability Insurance in a form generally acceptable in the State of Maine and customary in the area of the Roads. This requirement shall not apply to the public in the exercise of any rights contained in the MRCE or Concept Plan.

11. Non-Residential Use of Easement. In the event Grantor or Grantee, or their respective successors or assigns, uses the Roads (including construction, reconstruction or maintenance) for commercial purposes, or Grantor's or Grantee's Dominant Estate, as the case may be, for non-residential use, the following insurance requirements shall apply:

A. Commercial Insurance. Prior to any such use of the Roads, the party utilizing the Roads shall obtain and maintain, throughout the period of such commercial use, liability insurance issued in a form and by an insurance company acceptable to the other party. Coverage requirements shall be as follows and have an **AM Best's Key Rating Guide of B+ VI (financial class) or better rating:**

i. Commercial General Liability Insurance to include minimum limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate Combined Single Limit Bodily Injury, Death and Property Damage. Extension of coverage to include Comprehensive Form, Premises and Operations, Contractual Liability, Products and Completed Operations, Independent Contractors, Personal Injury, Broad Form Property Damage, Cross Liability, and Pollution arising out of heat, smoke or fumes from a Hostile Fire. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse, or Underground).

ii. Comprehensive Automobile Liability insurance covering owned, non-owned, hired and other vehicles, with a combined single limit of \$1,000,000 per occurrence Combined Single Limit Bodily Injury, Death and Property Damage.

iii. The policies specified above shall include an endorsement which shall name the other party as an additional insured on a primary basis for the term of the temporary commercial use. The additional insured endorsement must be ISO CG20 10 11 85 (or other form with like wording).

iv. The policies specified above shall include an endorsement which shall provide that the other party, at the address in Section 18 herein, will be given a 30 - day written notice prior to cancellation, coverage modification or other material change in the policy. No such cancellation, modification or change shall affect the user's obligation to maintain the insurance coverages required by this Exhibit B.

v. All liability coverages must be on an "occurrence" basis as opposed to "claims made."

vi. All such insurance shall be in a form and company acceptable to the other party. Provided, however, that either party may self-insure any of the insurance requirements described above on commercially reasonable terms.

vii. If requested by a party, the other party shall furnish a certificate of insurance dated and signed by a stated, authorized agent for the insuring company or companies containing a representation that coverage of the types listed herein is provided with the required liability limits and the stated endorsements.

viii. If a party retains the services of any contractor, such party shall cause each contractor to maintain insurance coverages and limits of liability of the same type and the same amount as are required of the retaining party under this Exhibit B. Said party shall obtain, prior to the commencement of the contractor's services, the required certificates of insurance and additional insured endorsements, if requested by the other party.

12. Mutual Indemnification. Each party shall assume all risk of, and indemnify and hold harmless, and at its expense defend the other party from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whatsoever, including but not limited to said other party and its employees, agents, or contractors, or damage to or destruction of property to whomsoever belonging, including but not limited to property of said other party and its employees, agents or contractors, or any fire, resulting partly or wholly, directly or indirectly from each party's exercise of the rights herein granted; provided, however, that each party's undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property to the extent resulting from the sole or contributory negligence of the other party.

13. Liens. Each party shall keep the Roads free from liens arising in any manner out of the activities of said party and shall promptly discharge any such liens that are asserted.

14. Default. Failure of either party to perform any of its obligations hereunder shall constitute a default. Upon default, the non-defaulting party shall notify the defaulting party in writing, describing the nature of such default and the action necessary to cure the default. The defaulting party shall have thirty (30) days following its receipt of a notice to cure the default, unless it appears that the defaulting party has commenced to cure the default in good faith and has diligently continued to pursue such curing, but has been unable to complete the same within said 30-day time period due to the nature of the default or other causes beyond the control of the defaulting party, in which case the time period shall be extended accordingly; provided, however, that no extension shall be afforded for a default in the payment of a monetary obligation. In the event the defaulting party fails to cure the breached obligation during the prescribed cure period, as the same may be extended, the non-defaulting party shall be entitled to exercise all rights and remedies available to it at law or equity.

15. Rights and Obligations. The rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The Reservations and Grants are appurtenant to the Grantor's and Grantee's Dominant Estate, as the case may be, and may not be transferred separately from, or severed from, title to said Dominant Estate.

16. Invalidity. In the event any portion of the Reservation or Grant should be held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of the Reservation or Grant is thereby defeated.

17. Costs and Attorneys' Fees. If any party hereto is required to retain an attorney to enforce any provision of the Reservation or Grant, whether or not an arbitration or legal proceeding is commenced, the substantially prevailing party or parties shall be entitled to recover from the other reasonable attorneys' fees and other costs incurred, regardless of whether at trial, on appeal, in any bankruptcy proceeding, in an arbitration or without resort to suit. Attorneys' fees covered by this paragraph include, without limitation, fees incurred without resort to suit, at trial, in an arbitration proceeding, in bankruptcy proceedings to modify or vacate any automatic stay of such legal action or proceeding, in appeals, and in post-judgment collection services. Costs covered by this paragraph include, without limitation, the costs of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, and title insurance premiums.

18. Notices. All notices required or permitted hereunder shall be in writing, and shall be: (1) delivered in person or by private messenger or overnight courier service to the party intended where evidence of delivery is obtained; (2) sent by certified mail, postage prepaid, with return receipt requested, to the party intended; or (3) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy mailed no later than the day after transmission) to the party intended. Notice shall be delivered or sent to the last address provided by the party intended and to the address appearing in the records for the Counties in which the Roads are located. The initial address of the signatories hereto is:

Grantor: Plum Creek Maine Timberlands, L.L.C.
999 Third Avenue, Suite 4300
Seattle, Washington 98104
Facsimile: (206) 467-3790
Attention: David Lambert

And to: 999 Third Avenue, Suite 4300
Seattle, Washington 98104
Facsimile: (206) 467-3799
Attention: Director, Real Estate Law

Grantee: Plum Creek Land Company
999 Third Avenue, Suite 4300
Seattle, Washington 98104
Facsimile: (206) 467-3790
Attention: Larry Nielsen

And to: P.O. Box 297
441 Pritham Ave.

Greenville Junction, Maine 04442
Facsimile: (207) 685-2063
Attention: Luke Muzzy

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

19. In the event of a conflict between the terms of this Exhibit B and the terms of the MRCE and/or the Concept Plan, the conflicting term of the MRCE and/or the Concept Plan shall be deemed to control.

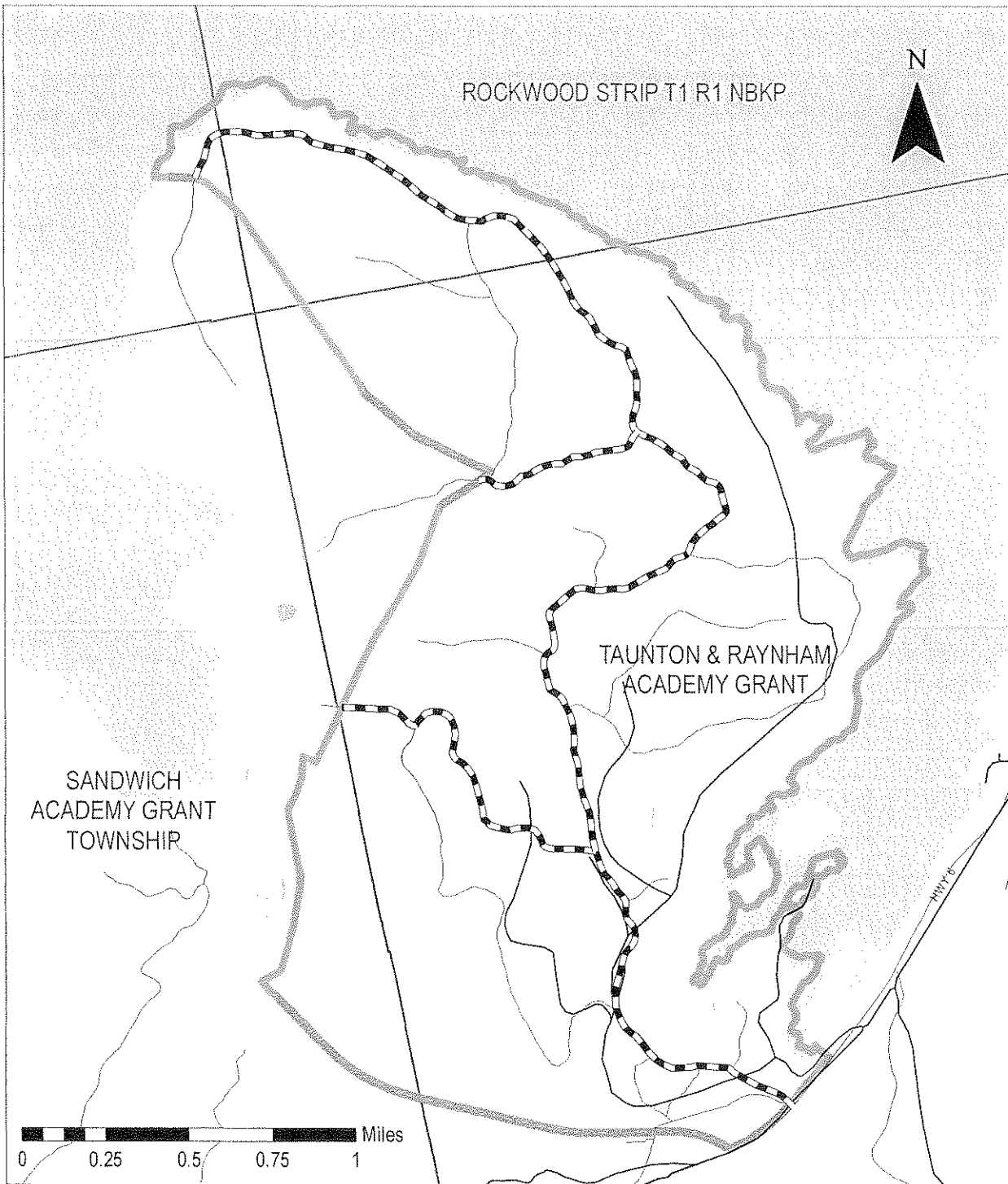


Exhibit " C1 "
Brassua Lake Tract
Somerset County, ME

--- Easement Reservation for
Plum Creek Timberlands, LLC



Plum Creek

Growing Value from Exceptional Resources

D:\SUNP June 25 2012

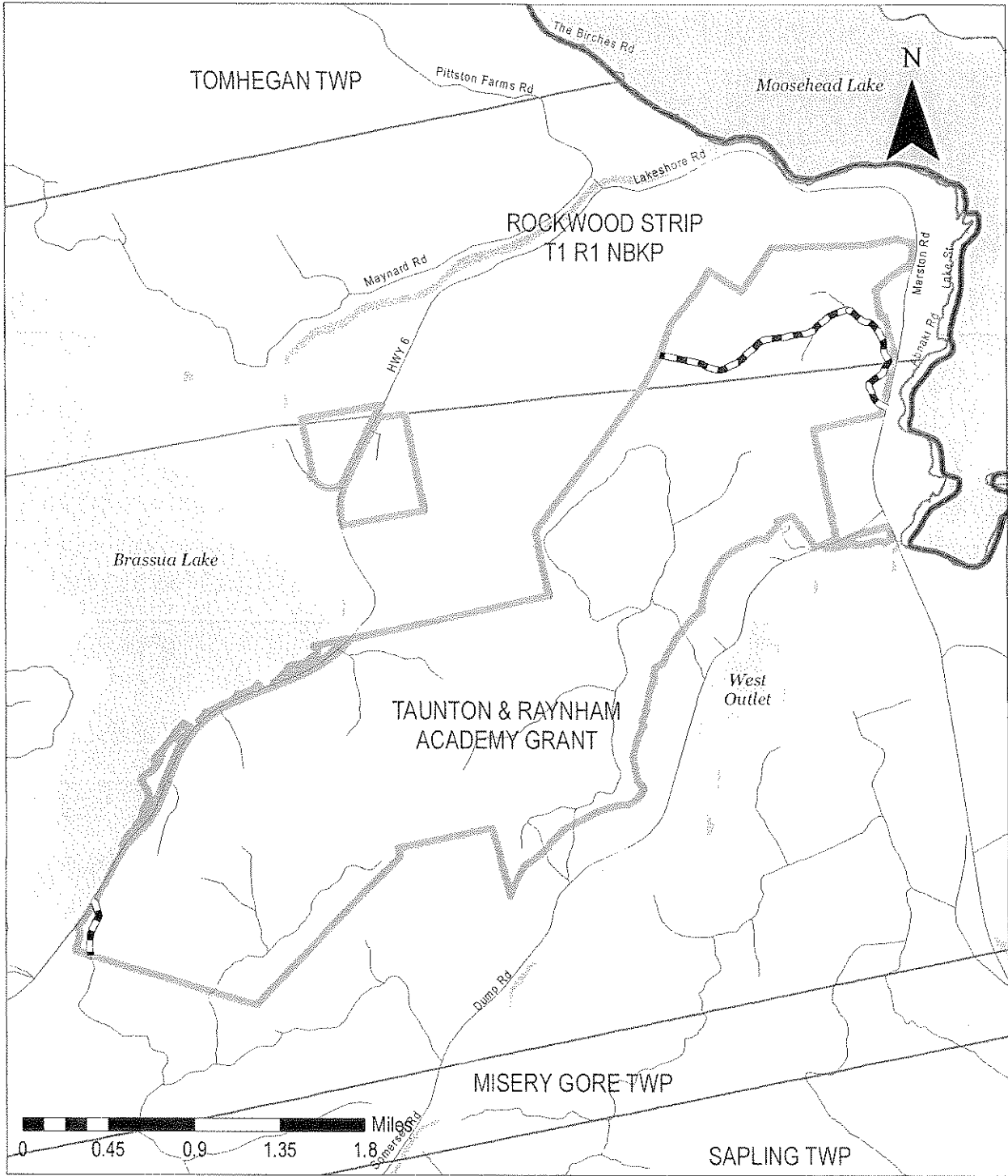


Exhibit "C2"
 Blue Ridge Tract
 Somerset County, ME

--- Easement Reservation for
 Plum Creek Timberlands, LLC



Plum Creek

Growing Value from Exceptional Resources

GJS/HR June 26, 2012

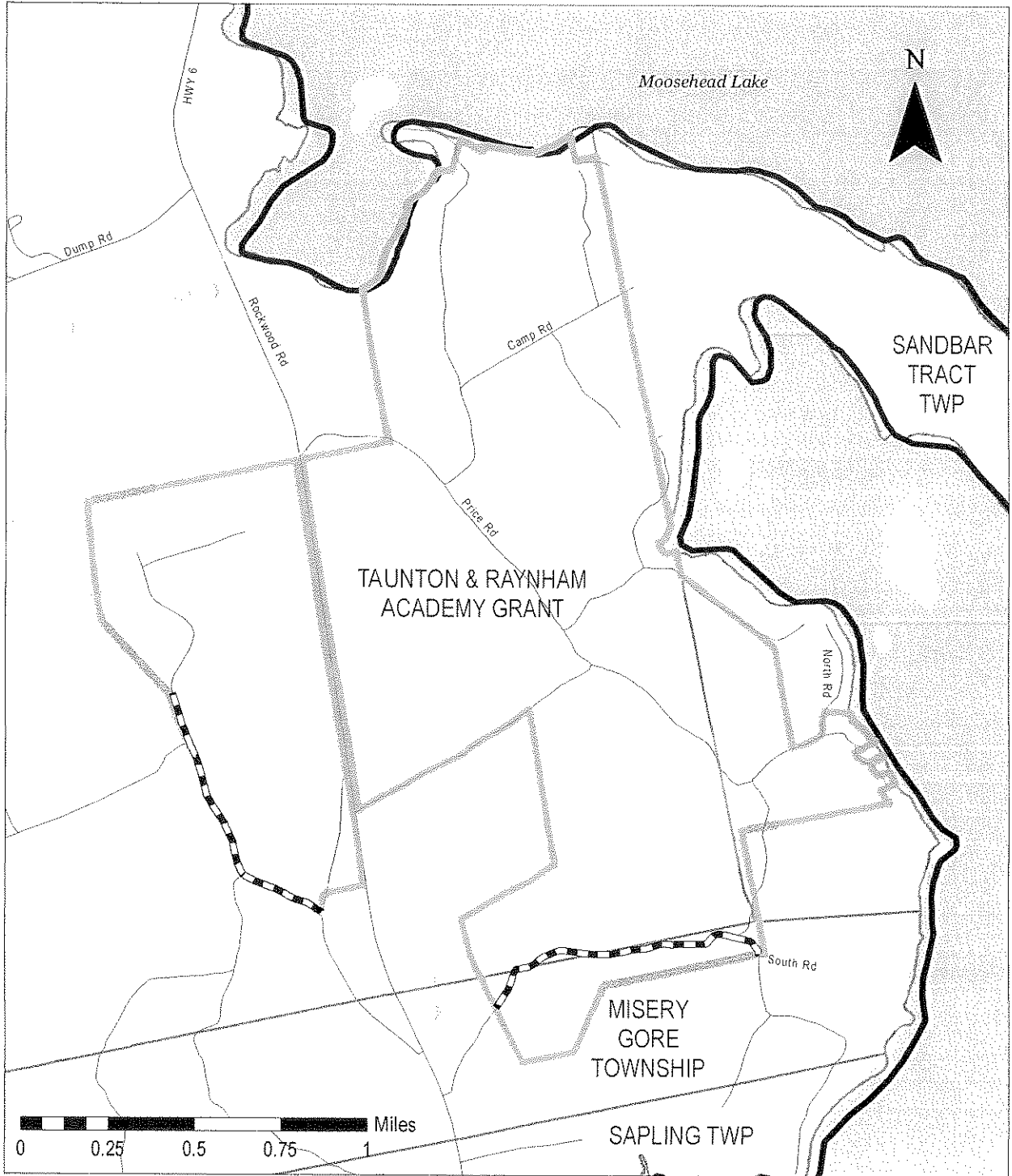


Exhibit " C3 "
Route 6/15 Corridor Tract
Somerset County, ME

--- Easement Reservation for
Plum Creek Timberlands, LLC



Plum Creek

Growing Value from Exceptional Resources

DJS/JMP June 26, 2012



Exhibit "C4 "
Commercial/Industrial Tract
Somerset County, ME

--- Easement Reservation for
Plum Creek Timberlands, LLC



Plum Creek

Growing Value from Exceptional Resources

DJS/JHR June 26, 2012

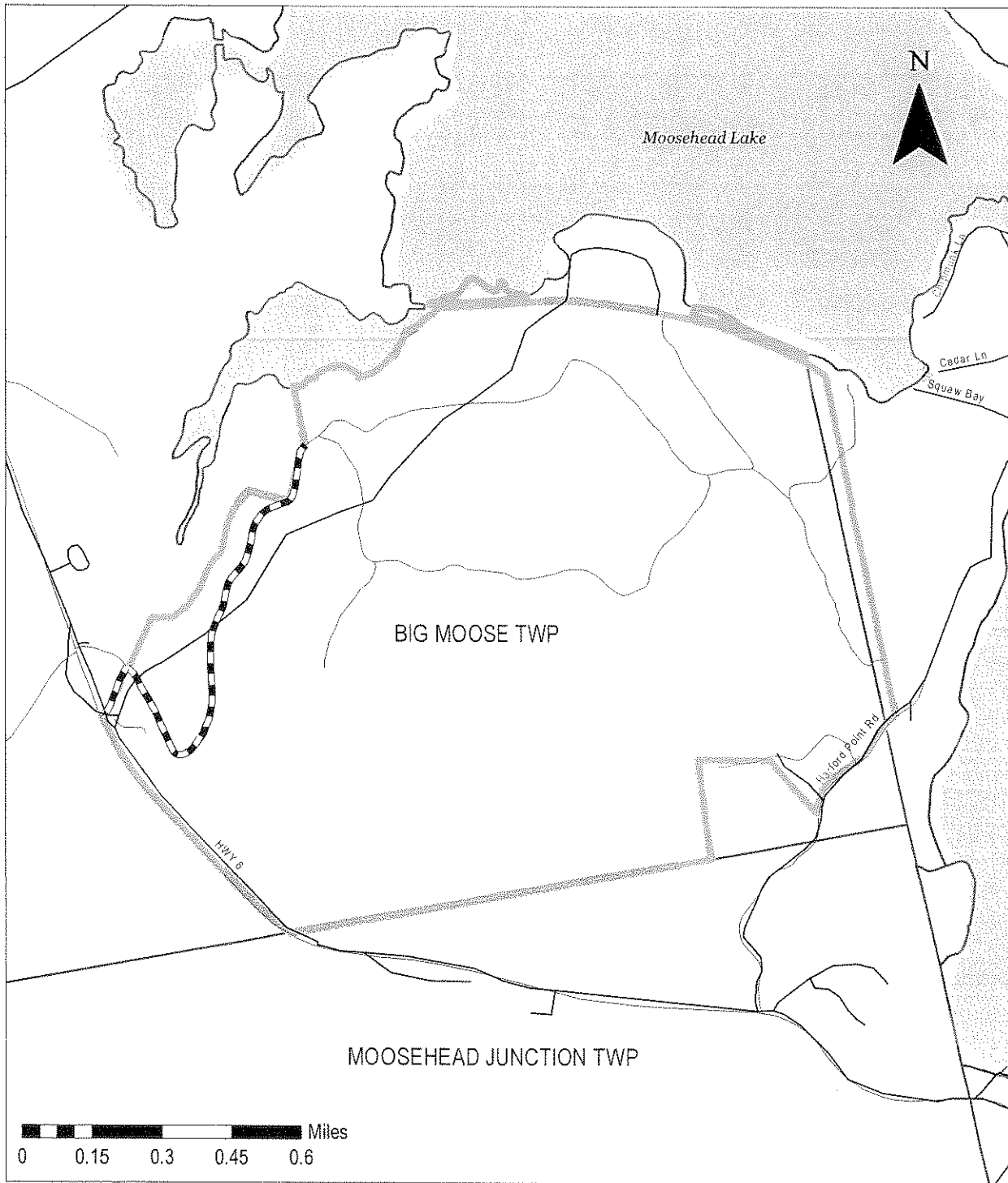


Exhibit "C5 "
Moose Bay Tract
Piscataquis County, ME

--- Easement Reservation for
Plum Creek Timberlands, LLC



Plum Creek

Growing Value from Exceptional Resources

DJG/BNR, June 26, 2012

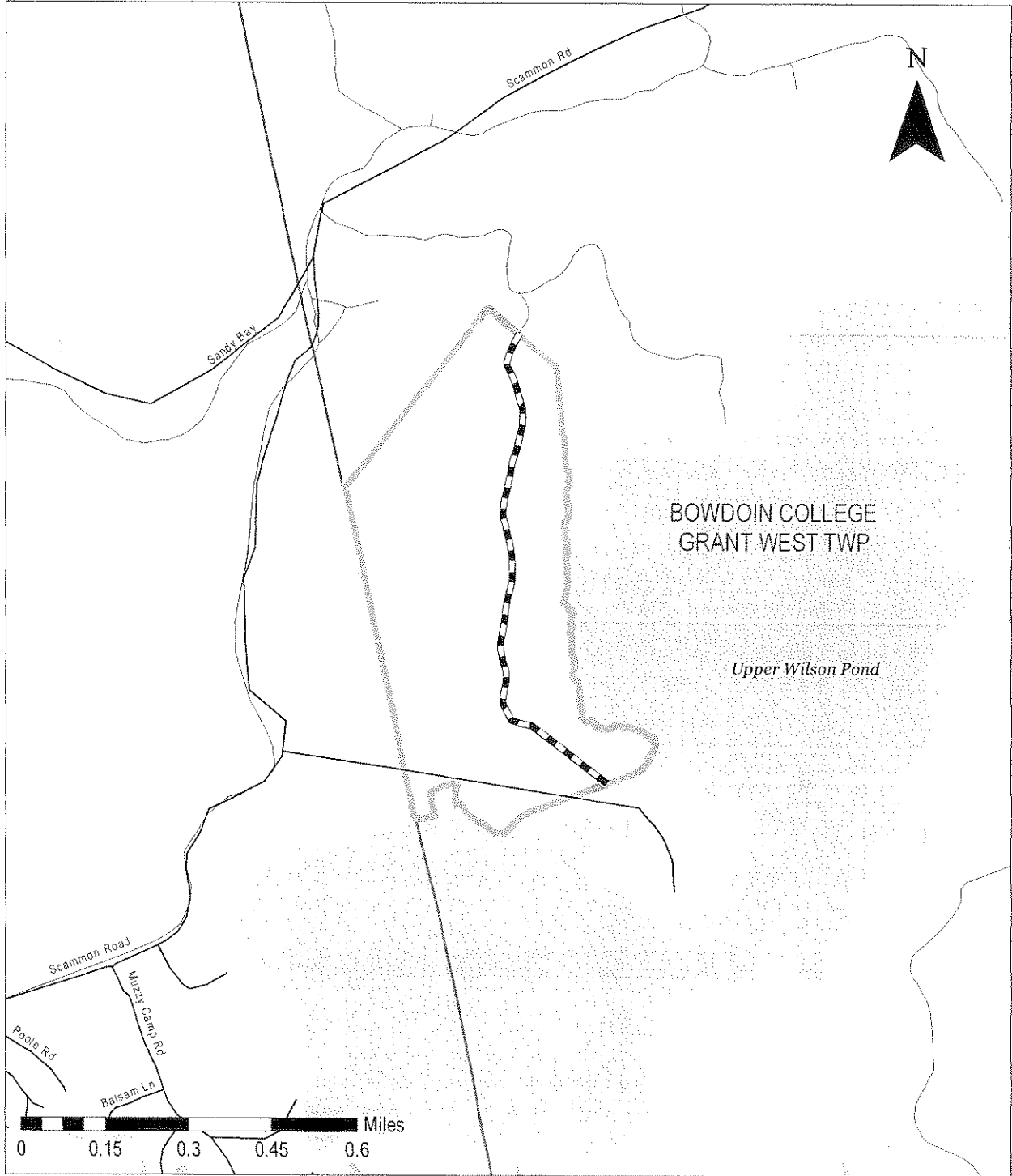


Exhibit "C6 "
 Upper Wilson Pond Tract
 Piscataquis County, ME

 Easement Reservation for
 Plum Creek Timberlands, LLC



Plum Creek

Growing Value from Exceptional Resources
EJS/JNR, June 26, 2012

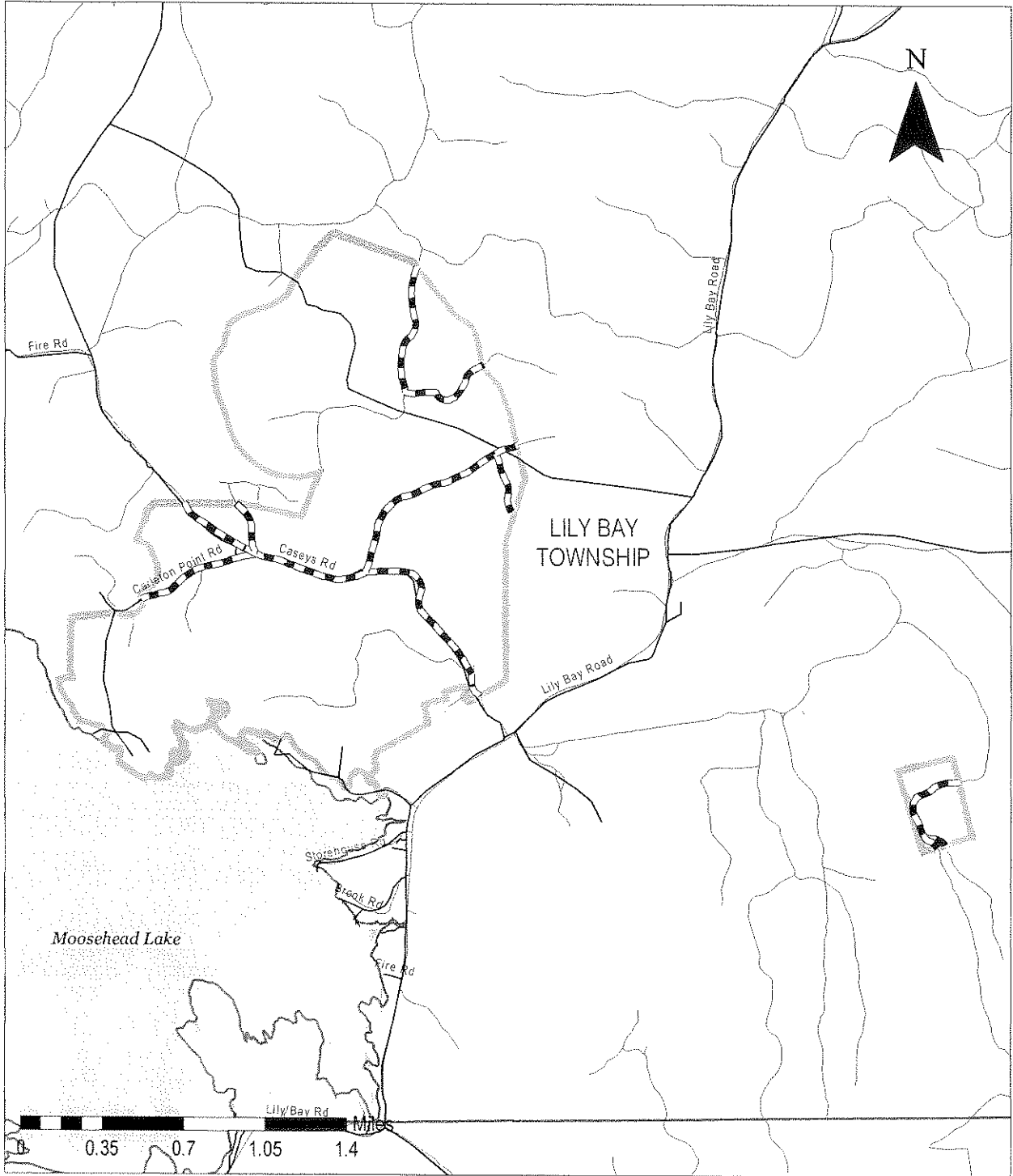



Exhibit "C7 "
Lily Bay Tract
Piscataquis County, ME

 Easement Reservation for
Plum Creek Timberlands, LLC



Plum Creek

Growing Value from Exceptional Resources

DJS/JMP, June 26, 2012

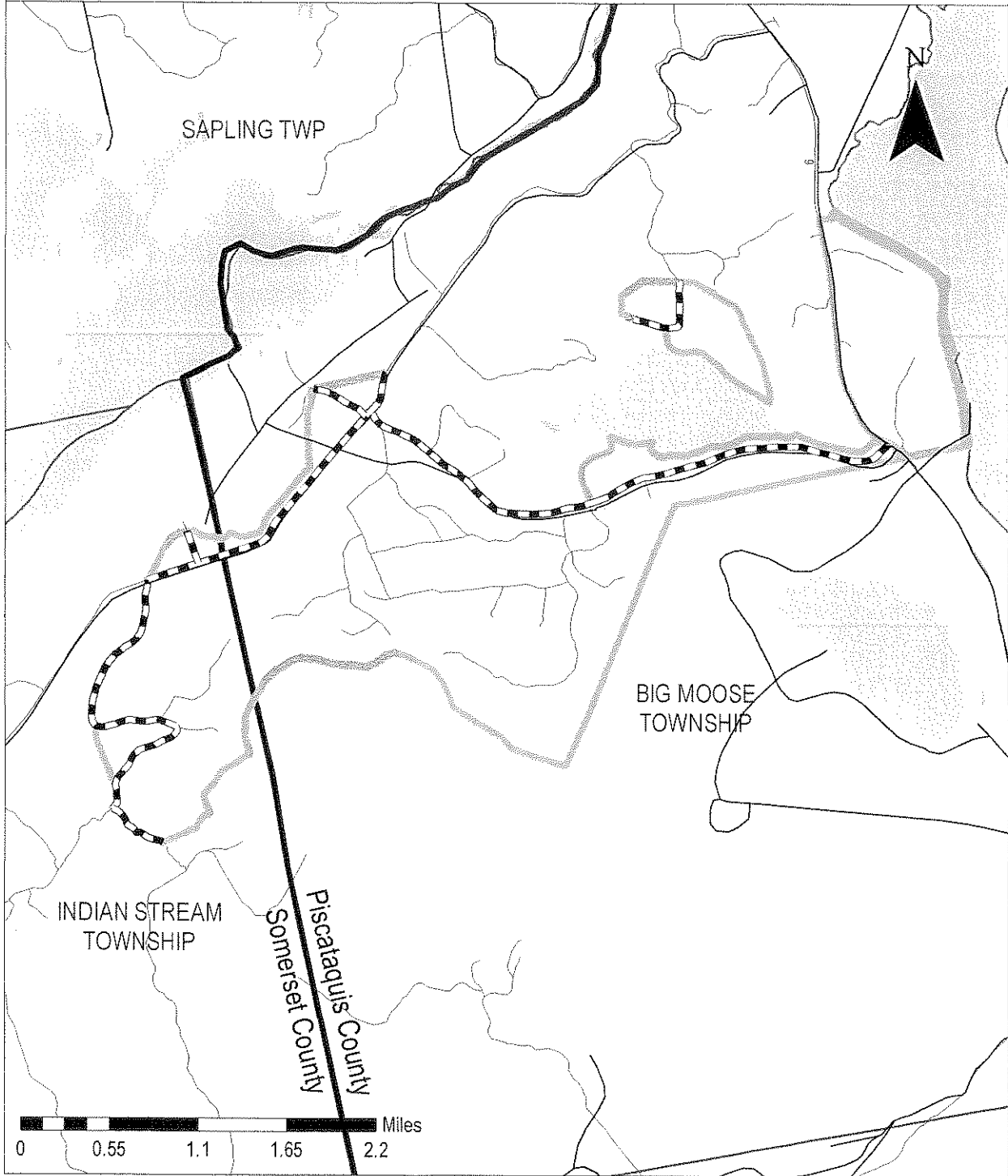



Exhibit "C8"
 Big Moose Tract
 Piscataquis and Somerset Counties, ME

Received
 Recorded Register of Deeds
 Jun 29 2012 12:57P
 Somerset County
 Diane M Godin

 Easement Reservation for
 Plum Creek Timberlands, LLC



Growing Value from Exceptional Resources
 DUS/UNR, June 26, 2012

Exhibit B-2
Piscataquis County Deed to Plum Creek Land Company

See attached Quitclaim Deed With Covenant from Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company dated June 27, 2012 and recorded in the Piscataquis County Registry of Deeds in Book 2175, Page 203.

Filed for record at the request of
and after recording, return to:
Sue Scott, Attorney at Law
Jensen Baird Gardner & Henry
P.O. Box 4510
Ten Free Street
Portland, ME 04112
File No. 560-5.12-2090
(510-2.12-0100)

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

ME REAL ESTATE TRANSFER
TAX PAID

KNOW ALL BY THESE PRESENTS, that PLUM CREEK MAINE TIMBERLANDS, L.L.C., a limited liability company, organized and existing under the laws of the State of Delaware, formerly known as SDW Timber II, LLC, and having an address of 999 Third Avenue, Suite 4300, Seattle, Washington 98104 (“Grantor”), for consideration paid, GRANTS to PLUM CREEK LAND COMPANY, a corporation, organized and existing under the laws of the State of Delaware, and having an address of 999 Third Avenue, Suite 4300, Seattle, Washington 98104 (“Grantee”), with QUITCLAIM COVENANTS, all that certain real estate located in Indian Stream, Long Pond, Misery Gore, Rockwood Strip, Rockwood Strip T1 R1 NBKP, Sandbar Tract, Sandwich Academy Grant, Sapling, and Taunton & Raynham Academy Grant Townships, all in Somerset County Township, and Beaver Cove, Big Moose, Big Moose T2 R6 BKP EKR, Bowdoin College Grant West, and Lily Bay Townships, all in Piscataquis County, State of Maine, which is more particularly described in **Exhibit “A”** and located approximately as shown on **Exhibits “A1 – A11”** attached hereto and incorporated herein by this reference (the “Property”).

TOGETHER WITH permanent, non-exclusive, easements and right-of-ways, in common with Seller, its successors and assigns over, upon, along and across existing roads, as such easements and rights-of-ways are described on **Exhibit “A”** (the “Easement Grant”). The parties hereto hereby agree that the Easement Grant shall be subject to the terms, provisions, and conditions applicable to Grantee, Grantor and their respective successors and assigns described on **Exhibit “B”** attached hereto and incorporated herein by this reference; and

RESERVING UNTO GRANTOR its successors and assigns, a perpetual, non-exclusive easement and right-of-way, over, upon, along and across existing roadways located approximately as shown on **Exhibits “C1 – C8”** attached hereto and incorporated herein by this reference (the “Easement Reservation”). The parties hereto hereby agree that the Easement Reservation shall be subject to the terms, provisions, and conditions, applicable to Grantor, Grantee and their respective successors and assigns, described on **Exhibit “B”**.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging, to the Grantee, its successors and assigns forever.

The Property is conveyed subject to an easement in the public for any public roads heretofore laid out or established and now existing over, along or across any portion of the Property; and to all additional easements, reservations, restrictions, encumbrances and water rights, if any, apparent or of record; and further

SUBJECT TO:

- (i) liens for taxes, assessments and other governmental charges which are not yet due and payable;
- (ii) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;
- (iii) any rights of the United States of America, the State in which the Property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes;
- (iv) title to that portion of the Property, if any, lying below the mean high water mark of abutting tidal waters, navigable rivers and/or great ponds;
- (v) all easements, rights-of-way, water rights, licenses and other such similar encumbrances apparent or of record;
- (vi) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (vii) all encroachments, overlaps, boundary line disputes, shortages in area, persons in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Property;
- (viii) prior reservations or conveyances of mineral rights or mineral leases of every kind and character; and
- (ix) any loss or claim due to lack of access to any portion of the Property.

IN WITNESS WHEREOF, PLUM CREEK MAINE TIMBERLANDS, L.L.C. has caused this instrument to be executed on its behalf by its duly authorized undersigned representative, this 27th day of June, 2012.

GRANTOR:

PLUM CREEK MAINE TIMBERLANDS, L.L.C.

Attest:

By David W. Lambert
David W. Lambert
Senior Vice President and
Chief Financial Officer

By David J. Sprinkle
David J. Sprinkle
Assistant Secretary

With its signature hereto, Grantee hereby accepts the terms, conditions, restrictions and obligations described herein.

GRANTEE:

PLUM CREEK LAND COMPANY

Attest:

By Larry D. Neilson
Larry D. Neilson
Senior Vice President

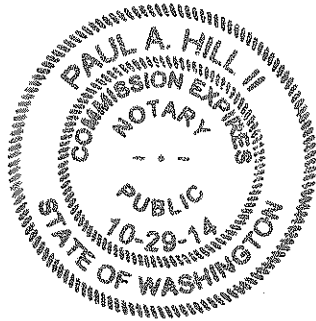
By David J. Sprinkle
David J. Sprinkle
Assistant Secretary

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 27th day of June, 2012, before me personally appeared Larry D. Neilson and David J. Sprinkle, to me known to be the Senior Vice President and Assistant Secretary, respectively, of Plum Creek Land Company, the corporation that executed the within and foregoing instrument, and acknowledged the 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 they were authorized to execute said instrument on behalf of the corporation and that the seal affixed is the seal of said corporation.

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



Paul A. Hill II

Notary Public in and for the
State of Washington
Residing in King County
My Commission Expires: 10/29/2014
Printed Name: Paul A. Hill II

Exhibit "A"
Legal Description

Exhibit A

Maps (EXHIBIT A-1 to A-11) and Legal Description of the Property

THE PROPERTY INCLUDES ONLY THOSE DESIGNATED ON THE ATTACHED MAPS AS:

- RESIDENTIAL/RESORT OPTIONAL ZONE (D-MH-RS2);
- RESIDENTIAL DEVELOPMENT ZONE (D-MH-RS1);
- PRIMITIVE RESORT DEVELOPMENT ZONE (D-MH-PR);
- RESORT DEVELOPMENT ZONE (D-MH-RT); OR
- COMMERCIAL INDUSTRIAL DEVELOPMENT ZONE (D-MH-CI)

IT ALSO INCLUDES THE WETLAND PROTECTION ZONES & THE NO DISTURBANCE AREAS TO THE EXTENT THOSE ARE IN THE BOUNDARIES OF ANY OF THE ABOVE.

NOTE: ALL POINT COORDINATE REFERENCES IN EACH OF THE FOLLOWING DESCRIPTIONS ARE BASED ON UTM NAD83 ZONE 19N (METERS) AND ARE APPROXIMATE AS NO FIELD WORK HAS BEEN DONE TO VERIFY THE POINTS. THESE POINTS ARE USED FOR THE PURPOSE OF GENERALLY LOCATING THE PROPERTY FOR THIS DEED, IT BEING THE INTENTION THAT THE DEVELOPMENT AREAS WILL HAVE MINIMUM ACREAGE AS SET FORTH IN THE FOLLOWING DESCRIPTIONS AND THAT SOME OR ALL OF SAID DEVELOPMENT AREAS WILL BE SURVEYED RESULTING IN MORE PRECISE LEGAL DESCRIPTIONS.

Long Pond Development Area:

D-MH-RS1 Southeast Shore Sub-Area

A certain lot or parcel of land containing no less than 912 acres located on the southeast shore of Long Pond in the Township of Long Pond, located in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Long Pond Development Area Map 3, Exhibit A-1, and more particularly bounded and described as follows:

Beginning at a point on the northerly side of Route 6/15, which point is approximately 4,503 feet westerly of the intersection of Route 6/15 with the easterly town line of Long Pond Township;

Thence northerly, along the easterly side of the Long Pond Development Area, a distance of approximately 4,450 feet to a point on the shore of Long Pond at UTM NAD83, Zone 19N 420691.6, 5051930.2;

Thence westerly along the shore of Long Pond a distance of approximately 13,515 feet to a point;

Thence southerly along the westerly side of Long Pond Development Area a distance of approximately 3,565 feet to the northerly side of Route 6/15;

Thence easterly along the northerly side of Route 6/15 a distance of approximately 9,100 feet to the point of beginning.

Excepting the railroad premises, and access thereto, described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company, to Montreal, Maine & Atlantic Railway, LTD, dated December 27, 2002 and recorded in the Somerset County Registry of Deeds in Book 3061, Page 119; but together with any and all rights to cross said railroad premises, in common with Grantor and others, including the rights set forth Assignment and Assumption of Access Rights and Easements dated November 6, 1998 and recorded in the Somerset County Registry of Deeds in Book 2489, Page 88.

D-MH-RS1 Southwest Shore Sub-Area

A certain lot or parcel of land containing approximately 11 acres located on the southwest shore of Long Pond in the Township of Long Pond, located in the County of Somerset and State of Maine, generally known as the Mill Lot Remainder and depicted on the map attached hereto as Long Pond Development Area Map 3, Exhibit A-1, and more particularly bounded and described as follows:

Beginning at a point on the northerly side of Route 6/15, at the southeasterly corner of land now or formerly of Alfred L. Nadeau and Viola K. Nadeau described in deeds recorded in the Somerset County Registry of Deeds in Book 1724, Page 172, Book 1110, Page 336 and Book 1661, Page 252;

Thence in a general northerly direction, across the tracks of the Montreal, Maine & Atlantic Railway, LTD, along land of said Nadeau and land now or formerly of Trent McGlasson described in Book 3589, Page 125, to the southerly shore of Long Pond;

Thence in a generally easterly direction along the shore of Long Pond to land now or formerly of Eldred Mathieu and Nancy Pratt described in Book 2901, Page 219;

Thence in a generally southerly direction along land now or formerly of said Mathieu and Pratt, and land now or formerly of Allagash Timberlands, LP to the northerly side of Route 6/15;

Thence in a generally westerly direction, along the northerly side of Route 6/15 to the Point of Beginning.

Less and excepting the railroad premises, and access thereto, described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company, to Montreal, Maine & Atlantic Railway, LTD, dated December 27, 2002 and recorded in the Somerset County Registry of Deeds in Book 3061, Page 119; but together with any and all rights to cross said railroad premises, in common with others, including the rights set forth Assignment and Assumption of Access Rights and Easements dated November 6, 1998 and recorded in the Somerset County Registry of Deeds in Book 2489, Page 88.

.Subject to rights of others to use a right of way from Route 6/15 across a portion of the above described parcel to access their various lots.

Brassua Lake Development Areas:

D-MH-RS1 East Shore Sub-Area

A certain lot or parcel of land containing no less than 60 acres located in the Rockwood Strip Township, T1 R1 NBKP located in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Brassua Lake and Rockwood/Blue Ridge Development Area Map 4, Exhibit A-2, and more particularly bounded and described as follows:

Beginning at a point on the northerly town line of Rockwood Strip (T1 R1 NBKP) and the southerly town line of Tomhegan Township, which point is located a distance of 500 feet, more or less, easterly of the 1076 foot contour line (U.S. Geologic Survey) of the easterly shore of Brassua Lake;

Thence in a southeasterly direction maintaining a distance of 500 feet from and parallel with the 1076 foot contour line (U.S. Geologic Survey) of the easterly shore of Brassua Lake, a distance of 5333 feet, more or less, to land now or formerly of Brassua Dam Owners;

Thence westerly, along land now or formerly of Brassua Dam Owners, a distance of 500 feet to the 1076 foot contour line (U.S. Geologic Survey) and land now or formerly of Florida Power and Light Company on the easterly shore of Brassua Lake;

Thence northerly along the 1076 foot contour (U.S. Geologic Survey) line and land now or formerly of Florida Power and Light Company to the point which is the intersection of the 1076 foot contour line with the northerly town line of Rockwood Strip and the southerly town line of Tomhegan Township;

Thence westerly along the northerly town line of Rockwood Strip and the southerly town line of Tomhegan Township a distance of 500 feet to the point of beginning.

D-MH-RS1 South Peninsula Sub-Area

A certain lot or parcel of land containing no less than 2551 acres located in the Townships of Sandwich Academy Grant, Rockwood Strip, and Taunton & Raynham Academy Grant, located in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Brassua Lake and Rockwood/Blue Ridge Development Area Map 4, Exhibit A-2, and more particularly bounded and described as follows:

Beginning at a point in Taunton & Raynham Academy Grant on the westerly side of Route 6/15, which said point marks the intersection of the 1076 foot contour line (U.S. Geologic Survey) and land now or formerly owned by Florida Power and Light Company with westerly side of Route 6/15;

Thence, in a generally southwesterly direction along the northwesterly side of Route 6/15 to its intersection with the northerly side of land now or formerly of the Montreal Maine & Atlantic Railway, LTD as described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company dated December 27, 2002 and recorded in the Somerset County Registry of Deeds in Book 3061, Page 119;

Thence, in a general westerly direction along the northeasterly side of said land now or formerly of the Montreal Maine & Atlantic Railway to a point located in Sandwich Academy Grant at **UTM NAD 83, Zone 19N 432070.3, 5052598.7;**

Thence northeasterly and northwesterly along the easterly sideline of the Moosehead Region Conservation Easement dated May 14, 2012, and recorded in Somerset County, Maine in Book 4523, Page 222 and in Piscataquis County, Maine in Book 2165, Page 1 (hereinafter the "Conservation Easement") Section 2 parcel along the following points through Sandwich Academy Grant, Taunton & Raynham Academy Grant and Rockwood Strip:

1. **UTM NAD 83, ZONE 19N 432071.0, 5052660.4**
2. **UTM NAD 83, ZONE 19N 432292.5, 5053121.0**
3. **UTM NAD 83, ZONE 19N 432230.9, 5053430.3**
4. **UTM NAD 83, ZONE 19N 432298.6, 5053676.5**
5. **UTM NAD 83, ZONE 19N 432363.2, 5053644.9**
6. **UTM NAD 83, ZONE 19N 432961.3, 5054903.9**
7. **UTM NAD 83, ZONE 19N 433201.1, 5055055.6**
8. **UTM NAD 83, ZONE 19N 432835.1, 5055244.8**
9. **UTM NAD 83, ZONE 19N 432599.0, 5055432.5**
10. **UTM NAD 83, ZONE 19N 432002.4, 5056303.2**
11. **UTM NAD 83, ZONE 19N 431788.0, 5056490.7**
12. **UTM NAD 83, ZONE 19N 431593.2, 5056492.8** to a point on the 1076 foot contour line (U.S. Geologic Survey) and land now or formerly owned by Florida Power and Light Company;

Thence along the 1076 foot contour line (U.S. Geologic Survey) and land now or formerly owned by Florida Power and Light Company in a generally northeasterly, southeasterly, southwesterly, and southeasterly direction, to the point of beginning.

Excepting and reserving that certain lot or parcel of land located at the southerly end of Brassua Lake as described in a Deed Indenture from Central Maine Power Company to FPL Energy Maine Hydro, LLC, and believed to be described in Exhibit A, Parcel 1-J described therein, dated April 7, 1999 and recorded in the Somerset County Registry of Deeds in Book 2539, Page 320.

Subject to rights of access, if any, in the Montreal, Maine & Atlantic Railway, LTD as described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company dated December 27, 2002 and recorded in the Somerset County Registry of Deeds in Book 3061, Page 119.

Subject to the Restrictions on Land Use of No Disturbance Areas described in the Moosehead Lake Region Concept Plan, Sub-chapter IV, §10.33, page 136, and as shown on Map 4, Exhibit A-2.

Rockwood/Blue Ridge Development Area

D-MH-RS1 Brassua Dam Entrance Sub-Area

A certain lot or parcel of land containing approximately 170 acres located in the Township of Taunton & Raynham Academy Grant and possibly extending into Rockwood Strip T1 R1 NBKP, located in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Brassua Lake and Rockwood/Blue Ridge Development Area Map 4, Exhibit A-2, and more particularly bounded and described as follows

Beginning at a point on the easterly side of Route 6/15 in Taunton & Raynham at the northwesterly corner of land now or formerly of Frank Smith, III;

Thence easterly along the northerly sideline of said land now or formerly of Frank Smith, III to the northeasterly corner thereof, and the southwest corner of other land now or formerly of Frank T. Smith, III, et als;

Thence northerly along said land now or formerly of Frank T. Smith, III, et als to a point on the southerly sideline of land now or formerly of Richard Billings;

Thence westerly along the southerly sideline of said land now or formerly of Richard Billings and continuing on the same course across Route 6/15 to a point on the westerly sideline of Route 6/15;

Thence northerly along the westerly sideline of Route 6/15 to land now or formerly of The Nature Conservancy of the Pine Tree State;

Thence westerly along the southerly side of the said land now or formerly of The Nature Conservancy of the Pine Tree State and land now or formerly of Brassua Dam Owners to a point that is located approximately at UTM NAD 83, Meters, Zone 19 N: 436925: 5056734;

Thence southerly along other land now or formerly of the said Brassua Dam Owners in Taunton & Raynham to the most southeasterly corner thereof and the northeasterly corner of land now or formerly of the Barbara H. Carson Trust;

Thence easterly along the land now or formerly of the said Barbara H. Carson Trust and continuing on the same course across Route 6/15 to the easterly side thereof;

Thence southerly along the easterly sideline of Route 6/15 to the point of beginning.

Subject to rights of Brassua Dam Owners and others to a road that runs northwesterly from Route 6/15 up to the Brassua Dam.

D-MH-RS1 Main Rockwood/Blue Ridge Sub-Area

A certain lot or parcel of land containing no less than 3712 acres located in the Townships of Taunton & Raynham Academy Grant, and Rockwood Strip T1 R1 NBKP located in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Brassua Lake and Rockwood/Blue Ridge Development Area Map 4, Exhibit A-2, and more particularly bounded and described as follows:

Beginning at a point in Taunton & Raynham Academy Grant being the northwesterly corner of land now or formerly of Weldon C. King, as described in a deed recorded in the Somerset County Registry of Deeds in Book 875, Page 211;

Thence in an easterly direction along the northerly boundary of said Weldon C. King to the northeasterly corner thereof;

Thence in a southerly direction along the easterly boundary of said Weldon C. King to a point that is 1100 feet, more or less, northerly from a corner thereof, and which point also marks the northwesterly corner of the Conservation Easement Section 2A;

Thence in a generally northeasterly direction along the Conservation Easement and along a line maintaining a distance of $\frac{1}{4}$ mile northwesterly of and parallel to the high water mark of the northwesterly side of Long Pond and the Kennebec River West Outlet to a point on the easterly line of land of the County of Somerset as described in the Somerset County Registry of Deeds in Book 855, Page 478;

Thence northerly along land now or formerly of said County of Somerset to a point that is **UTM NAD83, Zone 19N 440958.1, 5055810.8**;

Thence northeasterly, easterly and southerly around the said County of Somerset to the southeasterly corner thereof at a point on the northerly line of land of the State of Maine;

Thence generally easterly along the State of Maine to the westerly side of Route 6/15;

Thence northerly along the westerly side of Route 6/15 to the southerly side of land now or formerly of Theresa Giguere;

Thence generally westerly along land of said Theresa Giguere and land now or formerly of Kirk Watson to the southwesterly corner of said Kirk Watson;

Thence northerly and easterly along land of said Kirk Watson to the northeasterly corner thereof and the easterly side of Route 6/15;

Thence northerly along the westerly side of Route 6/15 to land now or formerly of the State of Maine;

Thence continuing in a generally northerly and easterly direction along land now or formerly of the State of Maine, through Taunton & Raynham and into Rockwood Strip (T1 R1 NBKP) to land now or formerly owned or occupied by the Rockwood Volunteer Fire Department;

Thence northeasterly and southeasterly around land now or formerly of the Rockwood Volunteer Fire Department to a point on the westerly side of Route 6/15;

Thence generally northerly along the westerly side of Route 6/15 to a corner of land now or formerly of Ronald Jussaume Trust;

Thence northwesterly, southwesterly and northwesterly around land now or formerly of said Ronald Jussaume Trust to a point on the southerly sideline of other land now or formerly of Weldon C. King;

Thence westerly along the southerly side of said land now or formerly of Weldon C. King to a point on the easterly sideline of land now or formerly of Julianne Theriault;

Thence southwesterly along the easterly sideline of land now or formerly of said Julianne Theriault and land now or formerly of Albert Theriault, et al to the southerly corner thereof;

Thence westerly along the land now or formerly of said Albert Theriault, et al to a point along the Conservation Easement Section 1C at **UTM NAD83, Zone 19N 440372.8, 5057976.8;**

Thence, southwesterly, following the Conservation Easement Section 1C along the following points:

1. UTM NAD 83, ZONE 19N 440284.8, 5057823.4
2. UTM NAD 83, ZONE 19N 440065.7, 5057547.7
3. UTM NAD 83, ZONE 19N, 439954.3, 5057209.2
4. UTM NAD 83, ZONE 19N, 439822.4, 5056994.5

a distance of 9000 feet, more or less, through Rockwood Strip and Taunton & Raynham Academy Grant to a point on the easterly line of other land now or formerly of Weldon C. King;

Thence southerly along the easterly line of said Weldon C. King a distance of 1500 feet, more or less, to the southeasterly corner thereof;

Thence westerly along the southerly line of said Weldon C. King to the easterly side of Route 6/15;

Thence southerly along the easterly sideline of Route 6/15 to a point opposite other land now or formerly of Weldon C. King;

Thence westerly across Route 6/15 and continuing in a westerly direction along the southerly line now or formerly of said Weldon C. King, land now or formerly of Bryan Doyle and land now or formerly of Alphonsus Gallagher to the a point on the northerly sideline of land now or formerly of Dean Brown, et al;

Thence southerly along said land now or formerly of Dean Brown, et al and land now or formerly of the Dean M. Brown Living Trust as described in a deed recorded in Book 4018, Page 122;

Thence in a southeasterly and southwesterly direction along said land now or formerly of the Dean M. Brown Living Trust as shown on a Boundary Survey for Dean M. Brown Living Trust dated January 22, 2006 and recorded in the Somerset County Registry of Deeds in Plan Book 2008, Page 43, to the southerly corner of said Trust;

Thence in a generally southwesterly direction along the southeasterly sidelines of lands now or formerly of the following: (a) Dean Brown, et al (b) Nancy Marcoux, et al, (c) Dana Lary, et al, (d) Theodore Perkins, et al, (e) Benjamin Clough, et al, (f) Deborah Olson, (g) Elbridge Giles, et al, (h) Margaret Peters, (i) Betty Chavaree, (j) Marilyn Justice, et al, (k) Gary Demarchant, et al, (l) Joan Hutchins, et al, and (m) Heather Leavitt to a point on the westerly side of Route 6/15;

Thence southeasterly and crossing Route 6/15 to a point on the southeasterly side of Route 6/15;

Thence southwesterly along the southeasterly sideline of Route 6/15 to a point opposite the southwesterly corner of land now or formerly of Albert Godfrey, et al;

Thence northwesterly, crossing Route 6/15, and continuing along the southwesterly side of said land now or formerly of Albert Godfrey, et al to the 1076 foot contour line;

Thence southwesterly along the 1076 foot contour line to the northeasterly corner of land now or formerly of John Oak;

Thence southerly and southwesterly along land now or formerly of said John Oak and land now or formerly of Janice Chesley, et al to a point on the northwesterly side of Route 6/15;

Thence southeasterly and crossing Route 6/15 to a point to the southerly side of Route 6/15;

Thence southwesterly along Route 6/15 to a point opposite the most southerly corner of land now or formerly of Randall Bickford;

Thence northwesterly across Route 6/15 to the most southerly corner of land now or formerly of said Randall Bickford;

Thence westerly along said land now or formerly of Randall Bickford to the southwesterly corner of said Randall Bickford and the easterly corner of land now or formerly of Lionel Dumont, et al;

Thence generally southwesterly along the southeasterly sidelines of said land now or formerly of Lionel Dumont, et al and lands now or formerly of the following: (a) Charles Moulton, et al, (b) Fanado Pelotte, et al, (c) Stumble Inn, (d) Christina Leatsakos, et al, (e) Dana Gross, (f) Ann Marie DeMarco, et al, and (g) Henry Warner, et al to the southeasterly of land now or formerly of Henry Warner, et al at Route 6/15;

Thence southeasterly and crossing Route 6/15 to a point on the southeasterly side thereof;

Thence southwesterly along Route 6/15 to a point opposite the southwesterly corner of land now or formerly of said Henry Warner, et al;

Thence northwesterly crossing Route 6/15 and along the northwesterly sideline of said land now or formerly of Henry Warner, et al to land now or formerly of Cathy McDaniel, et al;

Thence northwesterly along the southwesterly sideline of said land now or formerly of Cathy McDaniel, et al to the southeasterly corner of land now or formerly of Joseph Gallant, et al;

Thence generally southwesterly along the southeasterly sidelines of land now or formerly of the following: (a) said Joseph Gallant, et al (b) Earle Hannigan, (c) Darrin Charrier, et al (d) Gladys Knudsen, (e) Michael Witecy, (f) John Gallant, et al (g) Edward Bruce, et al (h) Elizabeth Leighton, et al (i) Donald Freeman, et al (j) Edmunds Bunkse, (k) Stuart Gordon, et al (l) Robert Dann, et al and (m) Robert Paige, et al to the 1076 foot contour line;

Thence following the 1076 foot contour line in a general southerly direction to a point opposite a point of the Conservation Easement Section 2 at the southerly end of Brassua Lake at UTM NAD83, Zone 19N 434992.4, 5052444.1;

Thence, in a generally southeasterly direction, crossing Route 6/15, a distance of 5500 feet, more or less, along the Conservation Easement land to UTM NAD 83, Zone 19N 436502.2, 5051842.2;

Thence northeasterly along the Conservation Easement lands a distance of 5750 feet, more or less, to the point of beginning.

Subject to the rights of others to access across the above described premises.

Subject to the Restrictions on Land Use of No Disturbance Areas described in the Moosehead Lake Region Concept Plan for the Moosehead Lake Region approved by the Maine Land Use Regulation Commission pursuant to Zoning Petition ZP 707, Sub-chapter IV, §10.33, page 136, and as shown on Map 4, Exhibit A-2.

Subject to the terms and conditions set forth in, and the rights of others to use, the Snowmobile Trail Easement dated May 14, 2012 and recorded in the Piscataquis County Registry of Deeds in Book 2165, Page 118, and in the Somerset County Registry of Deeds in Book 4524, Page 1.

Subject to the terms and conditions set forth in, and the rights of others to use, the Mahoosuc-To-Moosehead Trail Easement dated May 29, 2012 and recorded in the Somerset County Registry of Deeds in Book 4534, Page 21.

Route 6/15 Corridor

D-MH-RS1 Main Route 6/15 Corridor Sub-Area

A certain lot or parcel of land containing no less than 1773 acres located in the Townships of Taunton & Raynham Academy Grant, Sandbar Tract and Misery Gore located in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Route 6/15 Corridor and Commercial/Industrial Development Area Map 5, Exhibit A-3, and more particularly bounded and described as follows:

Beginning at a point in Misery Gore Township along the westerly side of land now or formerly of Allan Titcomb, Dorothy D. Titcomb, Forrest Dane Titcomb, and Stephen Adams Titcomb as described in the Somerset County Registry of Deeds in Book 1850, Page 10 which said point is located 500 feet, more or less, southerly of the northerly town line of Misery Gore Township at **UTM NAD83, Zone 19N 444499.3, 5052414.2;**

Thence westerly along the northerly sideline of the Conservation Easement Section 3 and maintaining a distance of 500 feet, more or less, southerly from the northerly town line of Misery Gore a distance of 2450 feet, more or less to a point at **UTM NAD83, ZONE 19N 443761.7, 5052266.5;**

Thence southwesterly along the northerly side line of the Conservation Easement Section 3 a distance of 1100 feet, more or less, to a point at **UTM NAD 83, ZONE 19N 443607.3, 5051959.2;**

Thence in a westerly direction along the northerly sideline of the Conservation Easement Section 3, generally parallel to the northerly town line of Misery Gore, a distance of 800 feet, more or less, to a point at **UTM NAD 83, ZONE 19N 443368.5, 5051899.7;**

Thence northerly along the Conservation Easement through Misery Gore and into Taunton & Raynham Academy Grant, along a line maintaining a distance of 1400 feet, more or less, easterly of the easterly side of Route 6/15, a distance of 2287 feet, more or less, to a point;

Thence northeasterly along Conservation Easement a distance of 1494 feet, more or less, to a point;

Thence generally northerly along the Conservation Easement, along a line maintaining a distance of 2839 feet, more or less, easterly of the easterly side of Route 6/15, a distance of 2413 feet, more or less, to a point located on the southerly side of a road that extends easterly from Route 6/15 in the direction of Moosehead Lake;

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Thence southwesterly along the southerly sideline of said road a distance of 2839 feet, more or less, to the easterly side line of Route 6/15;

Thence southerly along the easterly side line of Route 6/15 a distance of 1200 feet, more or less;

Thence westerly, crossing Route 6/15, and maintaining a line generally perpendicular to Route 6/15 and along the northerly side line of the Conservation Easement a distance of 600 feet, more or less, to a point at **UTM NAD83, ZONE 19N 442488.0, 5052710.1**;

Thence northwesterly along the easterly side line of the Conservation Easement and maintaining a distance of 300 feet, more or less, northeasterly of a logging road (hereinafter referred to as "LR1") a distance of 1200 feet, more or less, to a point at **UTM NAD 83, ZONE 19N 442078.7, 5052789.0**;

Thence northwesterly along the easterly sideline of the Conservation Easement a distance of 2050 feet, more or less, to the intersection of LR1 with another road at **UTM NAD83, ZONE 19N 441844.7, 5053395.1**;

Thence generally northerly along the easterly side line of the Conservation Easement a distance of 800 feet, more or less, to a point at **UTM NAD83, ZONE 19N 441738.5, 5053612.1**;

Thence in a generally northerly direction along the easterly side line of the Conservation Easement a distance of 400 feet, more or less, to a point at **UTM NAD83, ZONE 19N 441652.7, 5053705.5**;

Thence generally northwesterly along the easterly side line of the Conservation Easement a distance of 1100 feet, more or less, to a point at **UTM NAD 83, ZONE 19N 441416.9, 5053954.6**;

Thence generally northerly along the easterly side line of the Conservation Easement a distance of 1800 feet, more or less, to a point on the southerly line of land of the State of Maine known as the "Public Lot" (also known as Tax Map SO 31, Plan 5, Lot 12), which point is approximately 1500 feet easterly from the high water mark of Long Pond in Taunton & Raynham Academy Grant;

Thence generally easterly along the southerly side line of land of the State of Maine known as the "Public Lot" (also known as Tax Map SO 31, Plan 5, Lot 12) and crossing Route 6/15, to the southeasterly corner of said Public Lot;

Thence generally northerly along the easterly sideline said "Public Lot", to a point on the southerly shore of Moosehead Lake near the West Outlet of the Kennebec River;

Thence generally northeasterly along the shore of Moosehead Lake to the southwest corner of land now or formerly of Eric N. Price;

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Thence easterly and northerly by land now or formerly of said Eric N. Price to the southerly shore of Moosehead Lake;

Thence easterly by the southerly shore of Moosehead Lake to the northwesterly corner of land now or formerly of David Hession, et al;

Thence southerly by the westerly line of said land now or formerly of David Hession, et al to the southwesterly corner thereof;

Thence easterly by the southerly line of said land now or formerly of David Hession, et al and the southerly line of land now or formerly of Kenneth Ingalls, et al to a point on the eastern town line of Taunton & Raynham Academy Grant and the westerly town line of the Sandbar Tract Township;

Thence southerly along the easterly town line of Taunton & Raynham Academy Grant and the westerly town line of Sandbar Tract Township and land now or formerly of Loon Enterprises, Inc. as described in said Registry of Deeds in Book 1464, Page 331, going around the westerly shore of Lambs Cove, to the southwesterly corner of land now or formerly of Loon Enterprises, Inc. located in Sandbar Tract Township;

Thence generally southeasterly and southerly along the southwesterly and westerly line of land now or formerly of the following: (a) Loon Enterprises, Inc., (b) Robert and Janice Ogier as described in said Registry of Deeds in Book 3115, Page 276, (c) Able Enterprises, (d) Marion Mank, (e) Albert Baker, et al, (f) Katetau Trust, (g) Percy Robinson, et al, (h) Deborah Butzbach, et al, (i) George Bakajza, et al, (j) David Allen, et al, (k) Ralph Balla, et al, (l) Alice Dewyze, and (m) Philip Huff, et al to the southwesterly corner of land now or formerly of said Philip Huff, et al;

Thence generally easterly along the southerly line of land now or formerly of said Philip Huff, et al to the westerly shore of Moosehead Lake;

Thence southerly along the westerly shore of Moosehead Lake to the northerly corner of land now or formerly of Darryl Murray, et al;

Thence southwesterly, southeasterly, and northeasterly around land now or formerly of said Darryl Murray, et al and land now or formerly of the Anne M. Mitchell Living Trust to a point on the westerly shore of Moosehead Lake;

Thence southerly by the westerly shore of Moosehead Lake to the northerly corner of land now or formerly of Wayne Morong, et al;

Thence southwesterly, southeasterly, and southwesterly around land now or formerly of said Wayne Morong, et al and Mina V. Trieby to a point on the northerly line of land now or formerly of said Allan Titcomb, et al;

Thence westerly along the northerly line of land now or formerly of said Allan Titcomb, et al to the northwesterly corner thereof;

Thence southerly by the westerly line of land now or formerly of said Allan Titcomb, et al as situated in Sandbar Tract Township, and continuing in a southerly direction into Misery Gore along the westerly line of other land now or formerly of said Allan Titcomb to the point and place of beginning.

Subject to rights of way of others across a gravel road running easterly from Route 6/15, also known as the Plum Creek Haul Road, and a 50' right of way running southerly from premises now or formerly of Loon Enterprises, Inc. all as generally located and shown on Plan of Rights of Way recorded in the Somerset County Registry of Deeds in Plan File 2004, page 20.

Subject to rights of others to use a right of way from Route 6/15 across a portion of the above described parcel to access their various lots in Taunton & Raynham, the Sandbar Tract and Misery Gore.

Subject to terms and conditions set forth in, and the rights of others to use, the ITS Snowmobile Trail Easement dated May 14, 2012 and recorded in Somerset County, Maine, in Book 4524, Page 1, and Piscataquis County, Maine, in Book 2165, Page 118.

D-MH-RS1 Sapling Township Sub-Area

A certain lot or parcel of land containing not less than 240 acres located in Sapling Township in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Route 6/15 Corridor and Commercial/Industrial Development Area Map 5, Exhibit A-3, and more particularly bounded and described as follows:

Beginning at a point on the shore of Moosehead Lake in Sapling Township northerly of the Kennebec River East Outlet at **UTM NAD83, Zone 19N 444359.8, 5048897.0;**

Thence southwestwesterly along the Conservation Easement Section 3, a distance of 1350 feet, more or less, to a point at **UTM NAD83, Zone 19N 443989.8, 5048715.1;**

Thence generally northwestwesterly a distance of 1250 feet, more or less, along the easterly boundary of the Conservation Easement to a point at **UTM NAD83, Zone 19N 443754.2, 5049025.9;**

Thence northerly along the easterly boundary of the Conservation Easement on a line parallel with Route 6/15, a distance of 500 feet, more or less, to a point at **UTM NAD83, Zone 19N 443755.6, 5049180.2;**

Thence westerly along the Conservation Easement on a line generally perpendicular to Route 6/15 a distance of 500 feet, more or less, to a point at **UTM NAD83, Zone 19N 443603.9, 5049181.5;**

Thence northerly along the easterly boundary of the Conservation Easement on a line generally parallel with and approximately 700 feet easterly of the easterly side of Route 6/15, a distance of 2100 feet, more or less, to a point at **UTM NAD83, ZONE 19N 443544.5, 5049799.4;**

Thence westerly along the Conservation Easement a distance of 700 feet, more or less, to the easterly side of Route 6/15;

Thence northerly along the easterly sideline of Route 6/15 a distance of 2445 feet more or less, to a point at land of the Conservation Easement;

Thence easterly along the southerly boundary of the Conservation Easement a distance of 1250 feet, more or less, to the northeast corner of the land herein described at **UTM NAD83, ZONE 19N 443590, 5050574;**

Thence southeasterly along the Conservation Easement a distance of 1000 feet, more or less, to the westerly shore of Moosehead Lake;

Thence in a general southerly direction, following the shore of Moosehead Lake, to the point of beginning.

Commercial/Industrial Development Area:

D-MH-CI

A certain lot or parcel of land and the access road thereto containing not less than 94 acres located westerly of Route 6/15 and northeasterly of the Montreal Maine & Atlantic Railway in Sapling Township in the County of Somerset and State of Maine, generally located and depicted on the map attached hereto as Route 6/15 Corridor and Commercial/Industrial Development Area Map 5, Exhibit A-3.

The south side of the 66 foot wide Development Area access road and Route 6/15 intersection being located at **UTM NAD 83 ZONE 19N 443375, 504369**, and the easterly most point of the premises, located at the westerly end of said access road, being 1700 feet, more or less, westerly of Route 6/15. The southerly point of the premises closest to the railway is approximately 643 feet therefrom.

Moose Bay Development Area:

D-MH-RS2

A certain lot or parcel of land containing not less than 1026 acres located easterly of Route 6/15 in Big Moose Township in the County of Piscataquis and State of Maine, generally depicted on the map attached hereto as Moose Bay Development Area Map 6, Exhibit A-4, and more particularly bounded and described as follows:

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Beginning on the easterly side of Route 6/15, at a point on the north side of a dirt road, shown as Road 1 on Exhibit B for the Conservation Easement Section 4A and also being the southwest corner of Conservation Easement;

Thence northeasterly and northerly along the westerly side of Road 1 and the Conservation Easement to a point at **UTM NAD83, Zone 19N 448232.1, 5037629.8;**

Thence easterly along the northwesterly side of Conservation Easement to a point at **UTM NAD83, Zone 19N 448297.4, 5037660.1;**

Thence generally northeasterly along the northwesterly side of Conservation Easement to a point at **UTM NAD83, Zone 19N 448561.4, 5038090.0;**

Thence southeasterly to a point on the northwesterly side of Conservation Easement and northwesterly side of Moose Point Road at **UTM NAD83, Zone 19N 448691.4, 5038058.1;**

Thence along the northwesterly side of Conservation Easement and Moose Point Road to a point at **UTM NAD83, Zone 19N 448759.0, 5038366.2;**

Thence northerly along Conservation Easement to the shore of Moose Bay at **UTM NAD83, ZONE 19N 448716.1, 5038428.2;**

Thence generally northeasterly along the shore of Moose Bay to the southerly sideline of the Montreal Maine & Atlantic Railway;

Thence generally easterly along the Montreal Maine & Atlantic Railway to the easterly town line of Big Moose Township and the westerly town line of Harfords Point Township;

Thence southerly following the easterly town line of Big Moose Township to the northeasterly corner of land now or formerly of Jonathan Lander;

Thence southwesterly along the northwesterly sideline of said land now or formerly of Jonathan Lander, et al and Peter O. Kliem to the southeasterly corner of land now or formerly of Eric P. Ward, et al;

Thence northerly, westerly and southerly around said land now or formerly of Eric P. Ward to the southerly town line of Big Moose Township and the northerly town line of Moosehead Junction Township;

Thence westerly along the northerly town line of Big Moose Township to the easterly side of Route 6/15;

Thence northwesterly along the easterly side of Route 6/15 to the point of beginning.

Together with any land located northerly of the Montreal Maine & Atlantic railway right of way and easterly of the railroad bridge at the northerly end of Moose Bay and westerly of Big Squaw Point.

Together with, in common with Grantor and others, any and all rights of ingress, egress and placement of utilities across the roads leading from Route 6/15 to Moosehead Lake, which existing roads cross land of Grantor and others.

Excepting the railroad premises, and access thereto, described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company, to Montreal, Maine & Atlantic Railway, LTD, dated December 27, 2002 and recorded in the Piscataquis County Registry of Deeds in Book 1438, Page 238.

Subject to the rights of access of others at Big Squaw Point and Harfords Point Township in part as shown and generally depicted on Plan of Big Squaw Point approved January 27, 1989 and recorded in the Piscataquis County Registry of Deeds in Plan Cabinet I, Page 33.

Beaver Cove Development Area:

D-MH-RS1 Main Beaver Cove Sub-Area

A certain lot or parcel of land containing not less than 117 acres situated in Beaver Cove Township in the County of Piscataquis and State of Maine, generally depicted on the maps attached hereto as Beaver Cove and Upper Wilson Pond Development Area Map 7, Exhibit A-5, and more particularly bounded and described as follows:

Starting on the easterly side of the Lily Bay Road at **UTM NAD83, Zone 19N 457804.9, 5044100.8;**

Thence westerly across Lily Bay Road and continuing along the Conservation Easement Section 5 approximately 100 feet to the southerly corner of the Main Beaver Cove Sub-Area and the point of beginning;

Point of Beginning:

Beginning at the southerly corner of the said Main Beaver Cove Sub-Area and land now or formerly of the North Ridge Association and Beaver Cove Association;

Thence generally northwesterly and northerly along land now or formerly of the said North Ridge Association and Beaver Cove Association to a point that is approximately 1600 feet southerly of the southerly line of Lily Bay State Park and a southwest corner of the Conservation Easement;

Thence easterly along the Conservation Easement to a point that is 100 feet, more or less, westerly of Lily Bay Road;

Thence southerly along the Conservation Easement, maintaining a distance of 100 feet, more or less, from the Lily Bay Road to the point of beginning.

Together with access and utility rights, in common with Grantor and others, over all roads presently crossing or touching upon the above described premises.

Also together with a right of way for ingress, egress and placement of utilities across land of Grantor to Lily Bay Road, and located as shown on Exhibit A-8 attached hereto and made a part hereof.

Subject to the rights of access of North Ridge Association and Beaver Cove Association, and others.

D-MH-RS1 Town Office Sub-Areas:

A certain lot or parcel of land containing not less than 3 acres located southerly of the Beaver Cove Town Office lot, and a certain lot or parcel of land containing not less than 3 acres located northerly of the Beaver Cove Town Office lot, both situated in Beaver Cove Township in the County of Piscataquis and State of Maine, generally depicted on the maps attached hereto as Beaver Cove and Upper Wilson Pond Development Area Map 7, Exhibit A-5, and more particularly bounded and described as follows:

Beginning at a point on the easterly sideline of Lily Bay Road, which said point is approximately 500 feet southerly of the southerly side line of Beaver Cove Town Office lot;

Thence southeasterly and northerly along the Conservation Easement Section 5, the Beaver Cove Town Office lot, and the Conservation Easement Section 5, to a point that is approximately 500 feet northerly of the northerly line of the Beaver Cove Town Office lot;

Thence westerly to the easterly sideline of Lily Bay Road to a point which is approximately 500 feet northerly of the north side of the Beaver Cove Town Office lot;

Thence southerly along the easterly sideline of the Lily Bay Road to the point of beginning.

Excepting and reserving that parcel of land known as the Beaver Cove Town Office lot.

Upper Wilson Pond Development Area:

D-MH-RS1

A certain lot or parcel of land containing no less than 184 acres with access rights thereto, located on the westerly side of Upper Wilson Pond in Bowdoin College Grant West in the County of Piscataquis and State of Maine, generally depicted on the map attached hereto as Beaver Cove and Upper Wilson Pond Development Area Map 7, Exhibit A-5, and more particularly described as follows:

Beginning at a point on the westerly town line of Bowdoin College Grant West and the northerly shore of Upper Wilson Pond;

Thence northerly along the westerly town line of Bowdoin College Grant West to the Conservation Easement Section 5 at **UTM NAD83, ZONE 19N 461046, 5039622**;

Thence northeasterly along Conservation Easement approximately 2137 feet to a point at **UTM NAD83, ZONE 19N 461459, 5040130**;

Thence southeasterly along Conservation Easement 856 feet, more or less, to a point at **UTM NAD83, ZONE 19N 461652, 5039962**;

Thence southerly 970 feet, more or less, to the shore of Upper Wilson Pond;

Thence southerly along the westerly shore of Upper Wilson Pond to a point at **UTM NAD83, ZONE 19N 461897, 5038801** and land of the Conservation Easement Section 5;

Thence easterly along the Conservation Easement to the shore of Upper Wilson Pond;

Thence generally easterly along the northerly shore of Upper Wilson Pond to the southeast corner of land now or formerly of Elizabeth Burroughs and Marianna H. Reeves as described in Book 1503, Page 152 of the Piscataquis County Registry of Deeds, and also shown as Lot No. 4 of Lease Area A as shown on plan entitled "B.C.W. Upper Wilson Pond, Lease Area A" a copy of which is attached as Exhibit 78 of a deed from Scott Paper Company to Skylark, Inc. as recorded in said Registry of Deeds in Book 395, Page 179;

Thence around said land now or formerly of said Elizabeth Burroughs and Marianna H. Reeves to the northerly shore of Upper Wilson Pond;

Thence westerly along the northerly shore of Upper Wilson Pond to the point of beginning.

NOTE: Lots 1-3, 5-9, Lease Area "A" as shown on Exhibit 78 are owned by Plum Creek Land Company by deed recorded in the Piscataquis County Registry of Deeds in Book 1455, Page 41.

Together with, in common with Grantor and others, rights of way for ingress, egress and placement of utilities over and across roads currently accessing the above described premises, including but not limited to ingress, egress and placement of utilities to Lily Bay Road.

Subject to the rights of access of others, including, but not limited to, Plum Creek Land Company as described in a deed from Plum Creek Maine Timberlands dated March 12, 2003 and recorded in the said Registry of Deeds in Book 1455, Page 45.

Subject to the terms and conditions set forth in, and the rights of others to use, the Snowmobile Trail Easement dated May 14, 2012 and recorded in the Piscataquis County Registry of Deeds in Book 2165, Page 118, and in the Somerset County Registry of Deeds in Book 4524, Page 1.

Lily Bay Development Areas:

D-MH-RT Northern Portion of the Lily Bay Peninsula Sub-Area and D-MH-RT Main Lily Bay Peninsula Sub-Area

A certain lot or parcel of land containing no less than 1800 acres with access rights thereto, located in Lily Bay Township in the County of Piscataquis and State of Maine, generally depicted on the maps attached hereto as Lily Bay Development Area Map 8, Exhibit A-6, and more particularly described as follows:

Beginning at the intersection of the south side of North Shore Road and the northwesterly corner of land now or formerly of Steven Kubisch as described in the Piscataquis County Registry of Deeds in Book 1428, Page 134;

Thence northerly across North Shore Road to a point on the northerly side of North Shore Road opposite the northwest corner of said land now or formerly of Steven Kubisch;

Thence westerly along the northerly side of North Shore Road to the thread of an un-named Stream, and a southwest corner of the Conservation Easement Section 5;

Thence northerly along the thread of the un-named Stream and the westerly side of the Conservation Easement Section 5 to a point at **UTM NAD83, ZONE 19N 460077.8, 5050289.2;**

Thence northeasterly along said westerly side of the Conservation Easement Section 5 to a point at **UTM NAD83, Zone 19N 460990.7, 5050777.2;**

Thence northerly along the westerly side of the Conservation Easement Section 5 to a point at **UTM NAD83, Zone 19N 460996.6, 5051733.9;**

Thence northerly, northwesterly, southwesterly, southeasterly, westerly and southerly along the Conservation Easement Section 5, through the following points and approximate distances:

- a distance of 1400 feet to **UTM NAD83, Zone 19N 461107.4, 5052134.4;**
- thence a distance of 2300 feet to **UTM NAD83, Zone 19N 460916.8, 5052814.6;**
- thence a distance of 600 feet to **UTM NAD83, Zone 19N 460809.5, 5052969.6;**
- thence a distance of 900 feet to **UTM NAD83, Zone 19N 460724.4, 5053217.0;**
- thence a distance of 500 feet to **UTM NAD83, Zone 19N 460616.5, 5053279.4;**
- thence a distance of 1500 feet to **UTM NAD83, Zone 19N 460337.4, 5053651.5;**
- thence a distance of 1800 feet to **UTM NAD83, Zone 19N 459797.4, 5053840.1;**
- thence a distance of 1000 feet to **UTM NAD83, Zone 19N 459600.9, 5053594.5;**
- thence a distance of 700 feet to **UTM NAD83, Zone 19N 459491.5, 5053410.1;**
- thence a distance of 1500 feet to **UTM NAD83, Zone 19N 459078.7, 5053196.7;**
- thence a distance of 400 feet to **UTM NAD83, Zone 19N 459034.6, 5053073.5;**
- thence a distance of 900 feet to **UTM NAD83, Zone 19N 458969.0, 5052981.4;**
- thence a distance of 800 feet to **UTM NAD83, Zone 19N 458989.1, 5052734.4;**

thence a distance of 1200 feet to **UTM NAD83, Zone 19N 459138.4, 5052393.9**;
thence a distance of 800 feet to **UTM NAD83, Zone 19N 459310.6, 5052238.5**;
thence a distance of 800 feet to **UTM NAD83, Zone 19N 459548.4, 5052175.2**;
thence a distance of 400 feet to **UTM NAD83, Zone 19N 459700.2, 5052205.1**;
thence a distance of 1000 feet to **UTM NAD83, Zone 19N 459568.3, 5051897.3**;
thence a distance of 1500 feet to **UTM NAD83, Zone 19N 459135.8, 5051992.7**;
thence a distance of 1900 feet to **UTM NAD83, Zone 19N 458551.1, 5051996.6**;
thence a distance of 300 feet to **UTM NAD83, Zone 19N 458507.4, 5051935.1** at an un-named stream;
thence along said un-named stream a distance of 700 feet to **UTM NAD83, Zone 19N 458419.3, 5051719.7**;
thence parallel to and 350 feet from the un-named stream and an un-named pond to a point in said un-named stream at **UTM NAD83, Zone 19N 458437.7, 5051225.8**;
thence parallel to and 350 feet from the un-named pond to **UTM NAD83, Zone 19N 458286.1, 5051226.8**;
thence a distance of 1000 feet to **UTM NAD83, Zone 19N 457982.6, 5051197.9**;

Thence southerly along the easterly side of the Conservation Easement Section 5 to a point on the easterly side of land now or formerly of the State of Maine as described in a deed dated September 17, 1999 and recorded in said Registry of Deeds Book 1224, Page 176;

Thence westerly along the northerly line of land of the said State of Maine to the northeasterly side of Lease Area O, shown as Exhibit 113 of Deed from Scott Paper Company to Skylark, Inc. as recorded in Book 395, Page 179;

Thence southeasterly along the northeasterly sideline of Lease Area O and the northeasterly and southeasterly sidelines of Lease Area G shown as Exhibit 110 of said Deed recorded in said Book 395, Page 179 and land now or formerly of the following persons, to a point on the northerly shore of Moosehead Lake:

1. Timothy Meyh, et al
2. Charles Tobey, et al
3. Carleton Point Properties, LLC
4. Mark Fortier, et al
5. Jeffrey Hood, et al
6. John W. Fish Trust
7. Robert E. Philbrick, et al
8. Albert J. Languet, III
9. Marcia Scofield, et al
10. Carroll J. Smith, et al

Thence in a generally easterly direction following the northerly shore of Moosehead Lake to the southwesterly corner of land now or formerly of Randal S. Coulton, et al as described in Book 1752, Page 248 of the Piscataquis County Registry of Deeds;

Thence northeasterly along the northwesterly side of said land now or formerly of Randal S. Coulton, et al to the shore of Moosehead Lake;

Thence northwesterly and southeasterly along the shore of Moosehead Lake to the southwesterly corner of Lease Area N shown as Exhibit 112 of said Deed recorded in Book 395, Page 179 of the Piscataquis County Registry of Deeds;

Thence northerly, southeasterly and southerly along the westerly and northeasterly and easterly sidelines of said Lease Area N and the northeasterly and westerly sidelines of Lease Area A shown as Exhibit 101 and Lease Area M shown as Exhibit 111 of said Deed recorded in Book 395, Page 179 of the Piscataquis County Registry of Deeds and of land now or formerly of the following persons, to a point on the northerly shore of Moosehead Lake:

1. Jay Rancourt, et al
2. William V. Gordon
3. Jerald C. Smith
4. Paul E. Lavallee, et al
5. Paul Bickford, Jr., et al
6. Anita H. Hurlburt
7. Robert G. O'Malley, et al
8. Valerie L. Welch
9. Nancy R. Elsemore
10. Dennis Lavigne
11. Harold B. Stade
12. Leland C. Foster, et al
13. Barbara Hopper, et al
14. Mildred Gammond, et al
15. Reginald H. Gill, et al
16. Donald S. Bailey, et al
17. John P. Booth, et al
18. Christine H. Clifford, et al
19. Marilyn L. Reed, et al
20. Diana M. Evans, et al
21. John A. Philbrick, et al
22. Richard G. Couture, et al
23. Madelyn Bailey, et al
24. M.K. Garrett, et al
25. Harold Klaiber
26. Michael Pilcher, et al
27. Paul Tibbetts
28. Earl G. Creamer, et al
29. Ann T. Purdy, et al
30. Stephen P. Defina, et al

Thence in a northeasterly and southeasterly direction along the northerly shore of Moosehead Lake to land now or formerly of said Steven Kubisch as described in Book 1428, Page 134 of the Piscataquis County Registry of Deeds;

Thence northerly along the westerly sideline of to land now or formerly of said Steven Kubisch to the point of beginning.

Excepting and reserving that parcel of land conveyed to Carroll J. Smith and Fonda O. Smith as described in a deed from Skylark, Inc recorded in Book 831, Page 141 of the Piscataquis County Registry of Deeds.

Subject to rights of others to use rights of way from the Lily Bay Road across a portion of the above described parcel to access their various lots, including but not limited to, Spencer Bay Road Easements to the State of Maine dated June 11, 2009 and recorded in the said Registry of Deeds in Book 2003, Page 238.

Excepting and reserving land conveyed to Piscataquis County by virtue of Deeds from S.D. Warren Company dated December 22, 1989 and recorded in Book 757, Page 334 and dated July 20, 1993 and recorded in Book 903, Page 264 of the Piscataquis County Registry of Deeds.

Subject to the Restrictions on Land Use of No Disturbance Areas described in the Moosehead Lake Region Concept Plan for the Moosehead Lake Region approved by the Maine Land Use Regulation Commission pursuant to Zoning Petition ZP 707, Sub-chapter IV, §10.33, page 136, and as shown on Exhibit A-6.

D-MH-PR Primitive Resort Development Zone East of Lily Bay Road Sub-Area

A certain lot or parcel of land containing no less than 52 acres with access rights thereto, located east of Lily Bay Road in Lily Bay Township in the County of Piscataquis and State of Maine, generally depicted on the maps attached hereto as Lily Bay Development Area Map 8, Exhibit A-6 and more particularly described as follows:

Beginning at the northeasterly corner of the parcel herein described at **UTM NAD83, Zone 19N 464077, 5050250;**

Thence southeasterly a distance of approximately 550 feet to a logging road;

Thence southeasterly across the road a distance of approximately 1290 feet to the southeasterly corner of this parcel at **UTM NAD83, Zone 19N 464202, 5049701;**

Thence westerly to the southwesterly corner of this parcel at **UTM NAD83, Zone 19N 463869, 5049595;**

Thence northerly to a point at the northwesterly corner at **UTM NAD83, Zone 19N 463704, 5050152;**

Thence easterly to the point of beginning.

Together with, in common with Grantor and others, rights of ingress, egress and placement of utilities over Meadowbrook Road and a logging road across land of Grantor to Lily Bay Road accessing the above described premises, and located as shown on Exhibit A-9 attached hereto and made a part hereof.

Big Moose Mountain Development Area:

D-MH-PR Primitive Resort Development Zone Indian Pond Sub-Area

A certain lot or parcel of land containing no less than 112 acres with access rights thereto, located in Indian Stream Township (T1 R6 BKP EKR) in the County of Somerset and State of Maine, generally depicted on the maps attached hereto as Big Moose Mountain Development Area Map 9, Exhibit A-7, and more particularly described as follows:

Beginning at a point on the southerly side of Indian Pond at the 960 foot contour and/or the Project Boundary for Indian Pond FERC Project No. 2142, as shown on Plan of Indian Pond FERC Project No. 2142, sheet 5, recorded in the Piscataquis County Registry in Plan Cabinet M, Pages 54 to 58 at UTM NAD 83, Zone 19N 437506.4, 5041770.5;

Thence southeasterly along the Conservation Easement Section 4, 1000 feet, more or less, to a point at **UTM NAD83, Zone 19N 437805, 5041527;**

Thence southwesterly on a line which is generally parallel to and approximately 1000 feet southeasterly of the 960 foot US Geologic Survey Contour line, along the Conservation Easement Section 4 to a point opposite and perpendicular to **UTM NAD83, Zone 19N 437104, 5040443;**

Thence northwesterly 1000 feet, more or less, to said 960 foot contour line and/or the Project Boundary aforesaid at **UTM NAD83, Zone 19N 436803, 5040669;**

Thence northeasterly along the said 960 foot contour line and/or Project Boundary aforesaid to the point of beginning.

Together with, in common with Grantor and others, a right of way for ingress, egress and placement of utilities from Route 6/15 across Burnham Road and connecting logging roads, accessing the described premises and located as shown on Exhibit A-10 attached hereto and made a part hereof.

D-MH-RT Main Big Moose Mountain Sub-Area,

A certain lot or parcel of land containing no less 3880 acres with access rights thereto, located partly in Big Moose Township (T2 R6 BKP EKR), County of Piscataquis, State of Maine and partly in Indian Stream Township in the County of Somerset and State of Maine, generally depicted on the maps attached hereto as Big Moose Mountain Development Area Map 9, Exhibit A-7, and more particularly described as follows:

Beginning at a point in Big Moose Township at a point along the northwesterly side of land now or formerly of OLFC, Inc., also sometimes known as OFLC, Inc. described in deed recorded in the Piscataquis County Registry of Deeds in Book 1678, Page 144, a distance of approximately 3200 feet from the most westerly corner of said OLFC, Inc. land at **UTM NAD83, Zone 19N 442737.1, 5039683.6;**

Thence northwesterly along the conservation easement lands a distance of approximately 1500 feet to a point on the 1800 foot contour line and a point on the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System line at **UTM NAD83, Zone 19N 442304.3, 5039811.0;**

Thence northwesterly along a line that follows the Conservation Easement Section 4 lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 2400 feet to a point at **UTM NAD83, Zone 19N 441700.8, 5040248.7;**

Thence northwesterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1400 feet to a point at **UTM NAD83, Zone 19N 441508.7, 5040589.9;**

Thence northwesterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1300 feet to a point at **UTM NAD83, Zone 19N 441184.7, 5040747.3;**

Thence southwesterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1100 feet to a point at **UTM NAD83, Zone 19N 440879.5, 5040595.8;**

Thence westerly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 2200 feet to a point at **UTM NAD83, Zone 19N 440251.2, 5040694.4;**

Thence southwesterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1300 feet to a point at **UTM NAD83, Zone 19N 439902.0, 5040481.7;**

Thence southwesterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1200 feet to a point at **UTM NAD83, Zone 19N 439725.2, 5040143.9;**

Thence southwesterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1200 feet to a point at **UTM NAD83, Zone 19N 439765.3, 5039804.0;**

Thence southwesterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 2100 feet to a point at **UTM NAD83, Zone 19N 439305.5, 5039376.3;**

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Thence southeasterly along a line that follows the Conservation Easement lands and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 500 feet to a point at **UTM NAD83, Zone 19N 439347.4, 5039221.6;**

Thence in a southwesterly direction to a point that is approximately 3500 feet westerly of the Big Moose Town Line at **UTM NAD83, Zone 19N 438976.1, 5038978.3;**

Thence in a southwesterly and northwesterly direction to a point that is approximately 9400 feet southeasterly of the high water mark of the southerly shore of Indian Pond, on a line generally parallel with the easterly town line of Indian Stream Township at **UTM NAD83, Zone 19N 438479.7, 5039260.9;**

Thence northwesterly along the Conservation Easement Section 4 lands a distance of approximately 3000 feet to the westerly side of a logging road shown on Exhibit B, Section 4 as "Road 3";

Thence northeasterly along the Conservation Easement and the northwesterly side of Road 3 as shown on Exhibit B, Section 4, which runs generally parallel to and southeasterly of Indian Pond, to the intersection of Road 3 with another road shown and depicted on the attached Exhibit B, Section 4 as "Road 1";

Thence northeasterly along the Conservation Easement a distance of approximately 1800 feet to a point which is parallel to and 1000 feet northerly of Road 1, at **UTM NAD83, Zone 19N 439027.2, 5042002.4;**

Thence northeasterly along the Conservation Easement and parallel to and 1000 feet northerly of Road 1, a distance of approximately 2000 feet to a point at **UTM NAD83, Zone 19N 439614.3, 5042151.1;**

Thence northeasterly along the Conservation Easement and parallel to and 1000 feet northwesterly of Road 1, a distance of approximately 3300 feet to a point at **UTM NAD83, Zone 19N 440229.0, 5042916.7;**

Thence northeasterly along the Conservation Easement, a distance of approximately 1700 feet to Burnham Road as shown and depicted on the attached Exhibit B, Section 4 at **UTM NAD83, Zone 19N 440364.1 5043440.1;**

Thence easterly across Burnham Road and along the Conservation Easement a distance of approximately 2500 feet, more or less, to a point in the southerly side of Road 1;

Thence southwesterly along the southerly side of Road 1 approximately 1300 feet to the easterly side of Burnham Road;

Thence southerly along the northeasterly side of Burnham Road to Road 2 ("Road 2") as shown on Exhibit B, Section 4;

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Thence northerly along the northerly side of Road 2 to the northerly most terminus of Road 2 south of Burnham Pond;

Thence north along the Conservation Easement to the shore of Burnham Pond, at **UTM NAD83, Zone 19N 443309.2, 5042949.9;**

Thence easterly along the southerly shore of Burnham Pond to a point at the most easterly end of Burnham Pond, which said point is located approximately 250 feet north of the northerly side of Burnham Road;

Thence southeasterly and northeasterly following a line that is 250 feet, more or less, northerly of and generally parallel to the northerly side of the Burnham Road to a point on the westerly side of Route 6/15;

Thence northerly along the westerly side of Route 6/15 to a point approximately 7500 feet southerly of the southwest corner of land now or formerly of OLFC, Inc., also sometimes known as OFLC, Inc., described in deed recorded in the Piscataquis County Registry of Deeds in Book 1675, Page 155 and the southerly side of the Conservation Easement Section 4;

Thence easterly across Route 6/15 along the southerly side of the Conservation Easement a distance of 700 feet, more or less, to the shore of Moosehead Lake;

Thence southerly along the shore of Moosehead Lake to the northwest corner of Big Squaw Lease Area A as shown as Exhibit 74 on deed recorded in the Piscataquis County Registry of Deeds in Book 395, Page 179, and land now or formerly of Patrick E. Riley;

Thence westerly, southerly, and easterly along the northerly westerly and southerly sidelines of land of the following: (a) said Patrick E. Riley, (b) A. David Burdoin, (c) Wayne Shaw, and (d) Michael J. Theriault, to the westerly shore of Moosehead Lake;

Thence southerly along the westerly shore of Moosehead Lake to the northeasterly corner of land now or formerly of said OLFC, Inc., also sometimes known as OFLC, Inc.;

Thence westerly and southwesterly along the northerly and northwesterly side of land now or formerly of said OLFC, Inc., also sometimes known as OFLC, Inc. to the point of beginning.

Excepting the railroad premises, and access thereto, described in a Trustee's Deed from James E. Howard, Chapter 11 Trustee for the Estate of Canadian American Railroad Company, to Montreal, Maine & Atlantic Railway, LTD, dated December 27, 2002 and recorded in the Piscataquis County Registry of Deeds in Book 1438, Page 238.

Subject to rights of others to use rights of way from Route 6/15 across a portion of the above described parcel to access their various lots, including but not limited to, easements to FPL Energy Maine Hydro, LLC dated July 10, 2008 and recorded in the said Registry of Deeds in Book 1935, Page 147.

Subject to the terms and conditions set forth in, and the rights of others to use, the Snowmobile Trail Easement dated May 14, 2012 and recorded in the Piscataquis County Registry of Deeds in Book 2165, Page 118, and in the Somerset County Registry of Deeds in Book 4524, Page 1.

D-MH-RT Burnham Pond North Shore Sub-Area

A certain lot or parcel of land containing no less 200 acres with access rights thereto, located in Big Moose Township (T2 R6 BKP EKR), County of Piscataquis, State of Maine, generally depicted on the maps attached hereto as Big Moose Mountain Development Area Map 9, Exhibit A-7, and more particularly described as follows:

Beginning at a point in Big Moose Township on the north side of Burnham Pond at a point located at **UTM NAD83, Zone 19N 443903.0, 5043870.4;**

Thence northerly, northwesterly, easterly and southeasterly along the lines as generally depicted and shown on the Big Moose Mountain Development Area Map 9, Exhibit A-7, through the following points:

UTM NAD83, Zone 19N 443880, 5044041;
UTM NAD83, Zone 19N 443429, 5044187;
UTM NAD83, Zone 19N 443426, 5044373;
UTM NAD83, Zone 19N 443653, 5044515;
UTM NAD83, Zone 19N 444161, 5044505;
UTM NAD83, Zone 19N 444632, 5044153;
UTM NAD83, Zone 19N 444852, 5043702

to a point on the northerly shore of Burnham Pond at **UTM NAD83, Zone 19N 444917.3, 5043305.9;**

Thence generally westerly along the southerly shore of Burnham Pond to the point of beginning.

Together with, in common with Grantor and others, an easement for ingress, egress and placement of utilities from and to Route 6/15 across a logging roadway on land of Grantor located as shown on Exhibit A-11 attached hereto and made a part hereof.

Subject to the Restrictions on Land Use of No Disturbance Areas described in the Moosehead Lake Region Concept Plan for the Moosehead Lake Region approved by the Maine Land Use Regulation Commission pursuant to Zoning Petition ZP 707, Sub-chapter IV, §10.33, Page 136, and as shown on Exhibit A-7.

All references to Conservation Easement Lands and Exhibits thereto is the Moosehead Conservation Easement recorded in the Piscataquis County Registry of Deeds in Book 2165, Page 1 and the Somerset County Registry of Deeds in Book 4523, Page 222.

Map 3

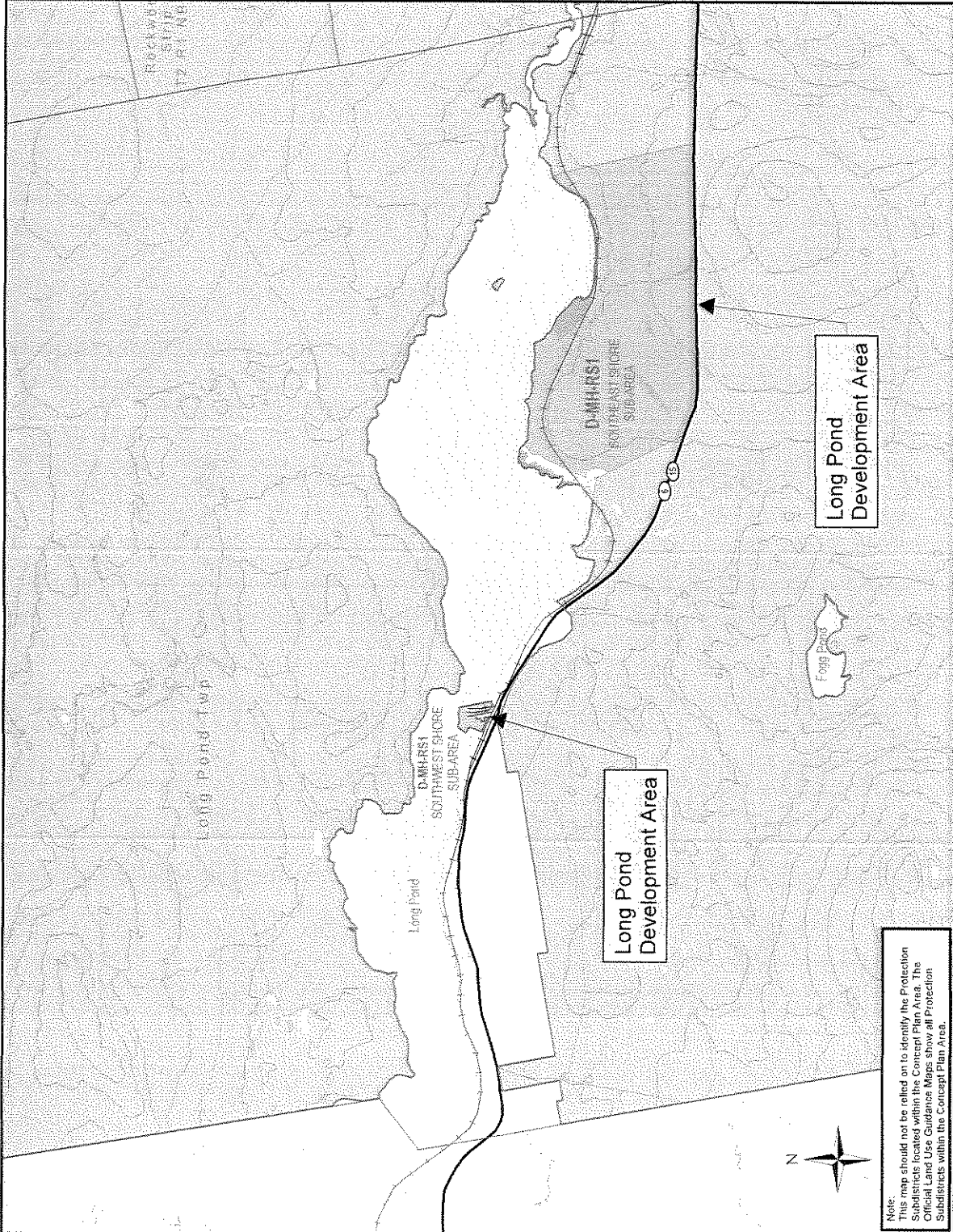
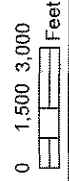
Long Pond Development Area

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

EXHIBIT A-1

Bk #: 2175 Pg #: 236

- Legend**
- Resource Plan Protection (RPP) Subdistrict
 - Private, State, Federal Land in Conservation
 - Moosehead Region Conservation Easement
 - No Disturbance Area
 - Residential/Resort Optional Zone (D-MH-RS2)
 - Residential Development Zone (D-MH-RS1)
 - Primitive Resort Development Zone (D-MH-LPR)
 - Resort Development Zone (D-MH-LRT)
 - Commercial Industrial Development Zone (D-MH-CI)
 - Wetland Protection Zone
 - Mapred Sand and Gravel Aquifer
 - Major Road (Public)
 - Minor Road (Public or Private)
 - Railroad



Map 4

**Brassia Lake and
Rockwood/Blue Ridge
Development Areas**

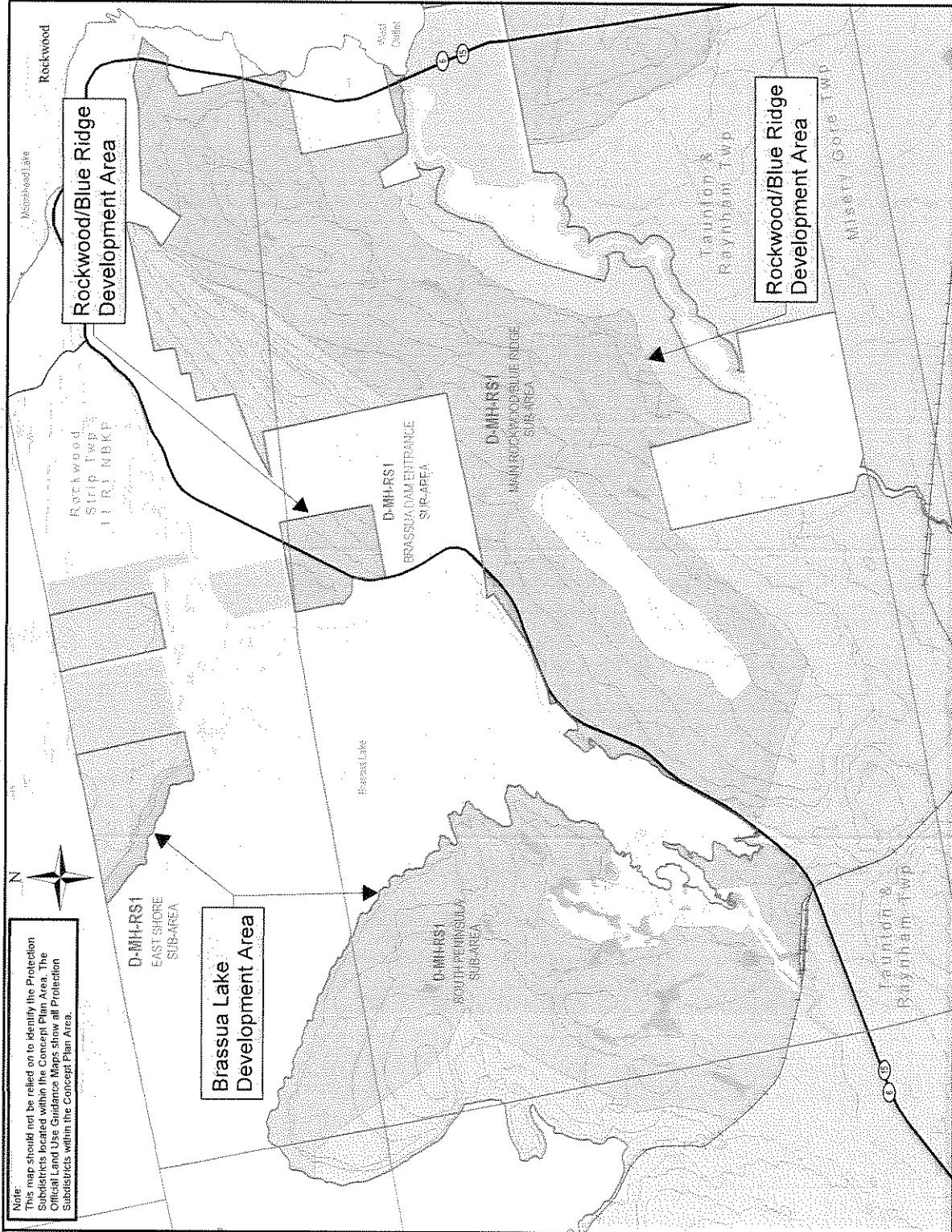
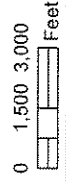
**CONCEPT PLAN
for
PLUM CREEK'S
LANDS
in the
MOOSEHEAD LAKE REGION**

EXHIBIT A-2

Legend

- Resource Plan Protection (P-PP) Sub-district
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential/Resort Optional Zone (D-MHRS2)
- Residential Development Zone (D-MHRS1)
- Primitive Resort Development Zone (D-MH-PP)
- Resort Development Zone (D-MH-RF)
- Commercial Industrial Development Zone (C-MH-CI)
- Wetland Protection Zone
- Magpet, Sand and Gravel Aquifer
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad

Note:
The P-PP Subdistrict does not directly abut the waters of Brassia Lake. Refer to the Official Land Use Guidance Maps to determine the exact boundary of the P-PP Subdistrict.



Note:
This map should not be relied on to identify the Protection Areas located within a Concept Plan Area. The Official Land Use Guidance Maps show all Protection Subdistricts within the Concept Plan Area.

Map 5

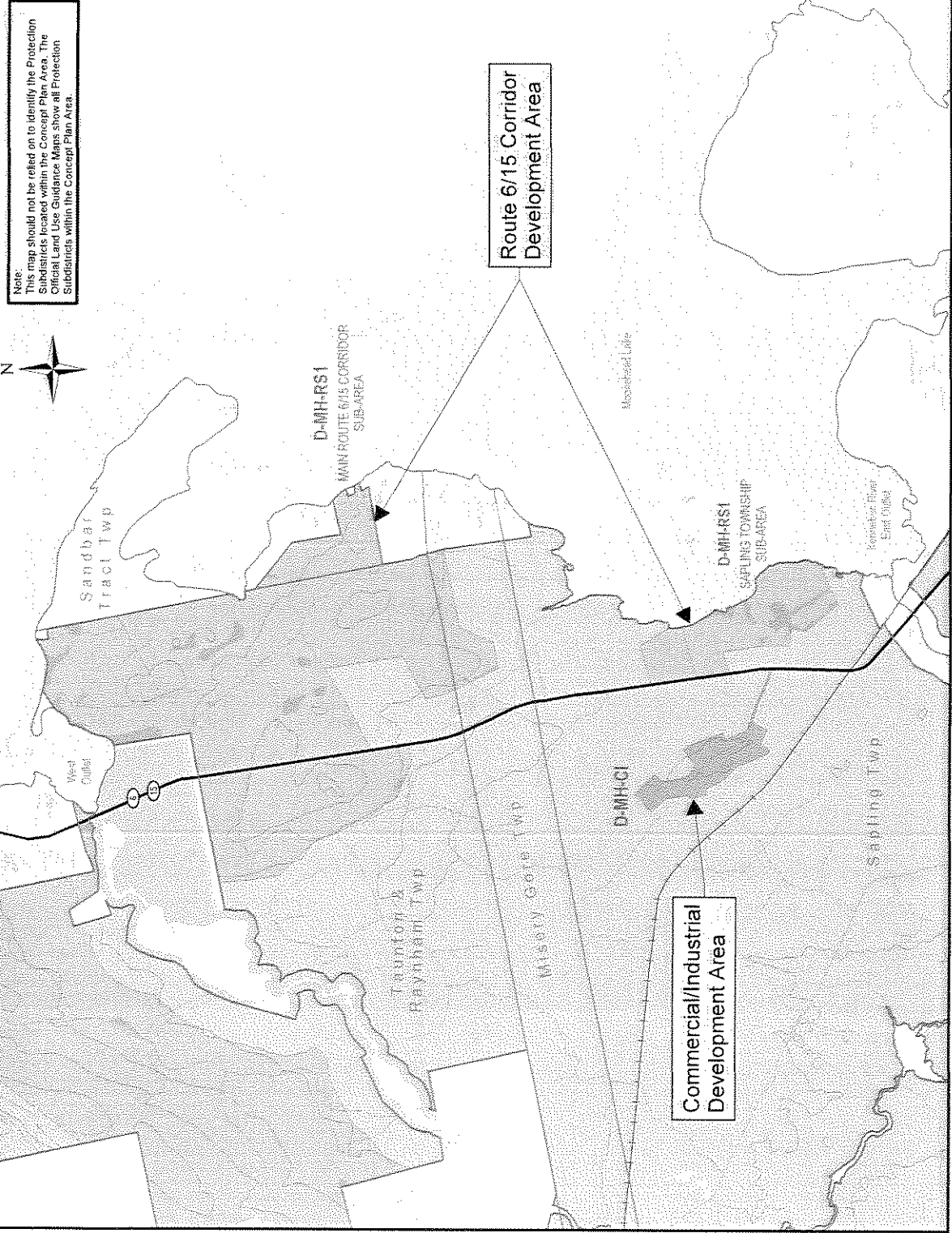
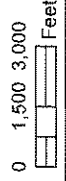
Route 6/15 Corridor and Commercial/Industrial Development Areas

**CONCEPT PLAN
for
PLUM CREEK'S
LANDS
in the
MOOSEHEAD LAKE REGION**

EXHIBIT A-3

Legend

- Resource Plan Protection (P-RP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential/Resort Optional Zone (D-MH-RS2)
- Residential Development Zone (D-MH-RS1)
- Primitive Resort Development Zone (D-MH-PR)
- Resort Development Zone (D-MH-RT)
- Commercial/Industrial Development Zone (D-MH-CI)
- Wetland Protection Zone
- Mapset: Sand and Gravel Aquifer
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad



Note: This map should not be relied on to identify the Protection Subdistricts located within the Concept Plan Area. The Official Land Use Guidance Maps show all Protection Subdistricts within the Concept Plan Area.



Route 6/15 Corridor Development Area

Commercial/Industrial Development Area

D-MH-RS1
MAIN ROUTE 6/15 CORRIDOR
SUB-AREA

D-MH-RS1
SAPLING TOWNSHIP
SUB-AREA

Moosehead Lake

Moosehead River
East Outlet

Sandbar
Tract Twp

Rainham
Twp

Gore
Twp

Sapling
Twp

West
Culler

6-15

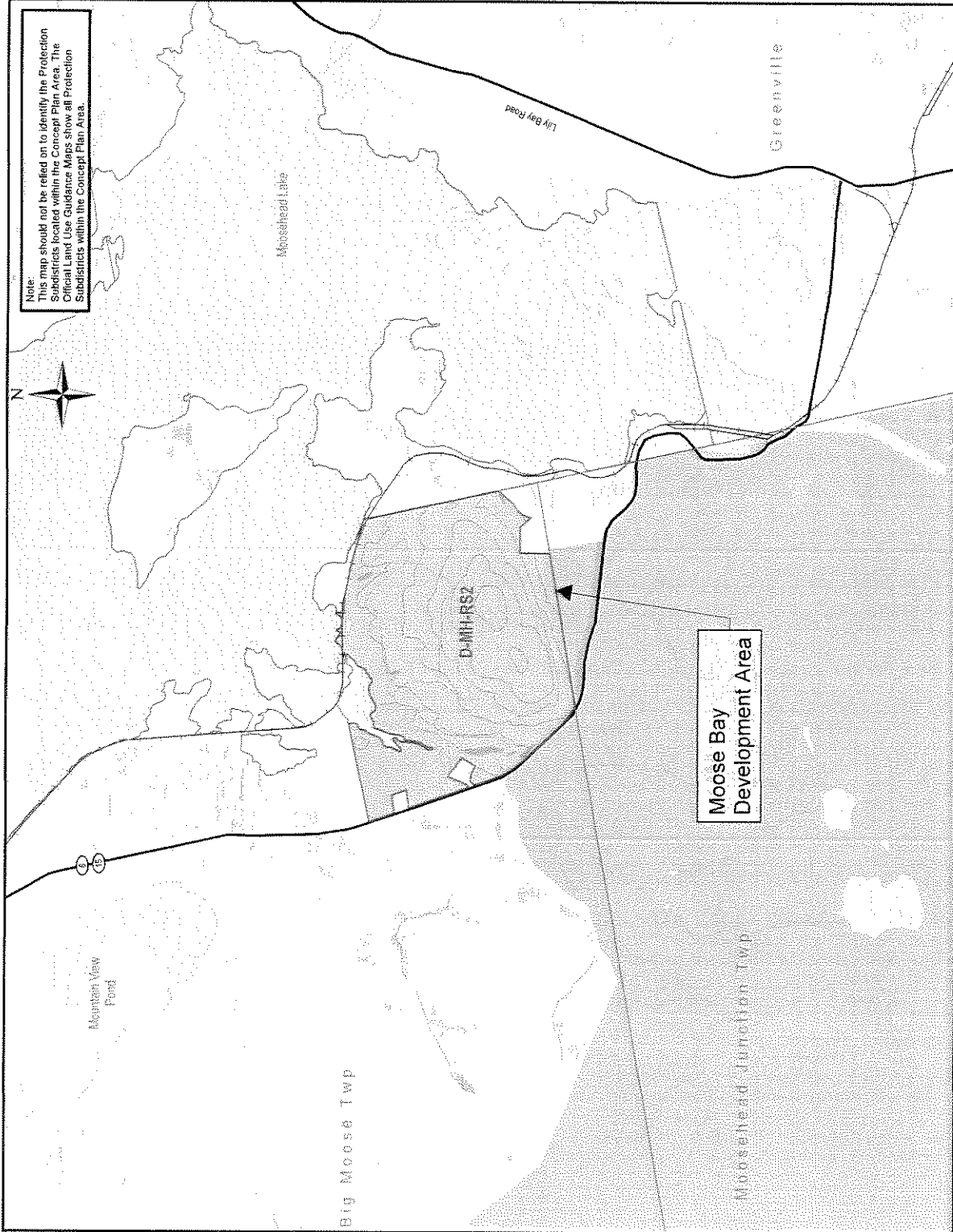
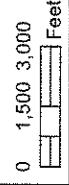
EXHIBIT A-4

Map 6
**Moose Bay
Development Area**

**CONCEPT PLAN
for
PLUM CREEK'S
LANDS
in the
MOOSEHEAD LAKE REGION**

Legend

- Resource Plan Protection (P-RP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential/Resort Optional Zone (D-MH-RS2)
- Residential Development Zone (D-MH-RS1)
- Primitive Resort Development Zone (D-MH-PR)
- Resort Development Zone (D-MH-RT)
- Commercial Industrial Development Zone (D-MH-CI)
- Wetland Protection Zone
- Mappped Sand and Gravel Aquifer
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad



Note: This map should not be relied on to identify the Protection Subdistricts located within the Concept Plan Area. The Official Zoning Ordinance Map shows all Protection Subdistricts within the Concept Plan Area.



**Moose Bay
Development Area**

Mountain View Pond

Moosehead Lake

Big Moose Twp

Moosehead Junction Twp

Greenville

Lily Bay Road

Map 7

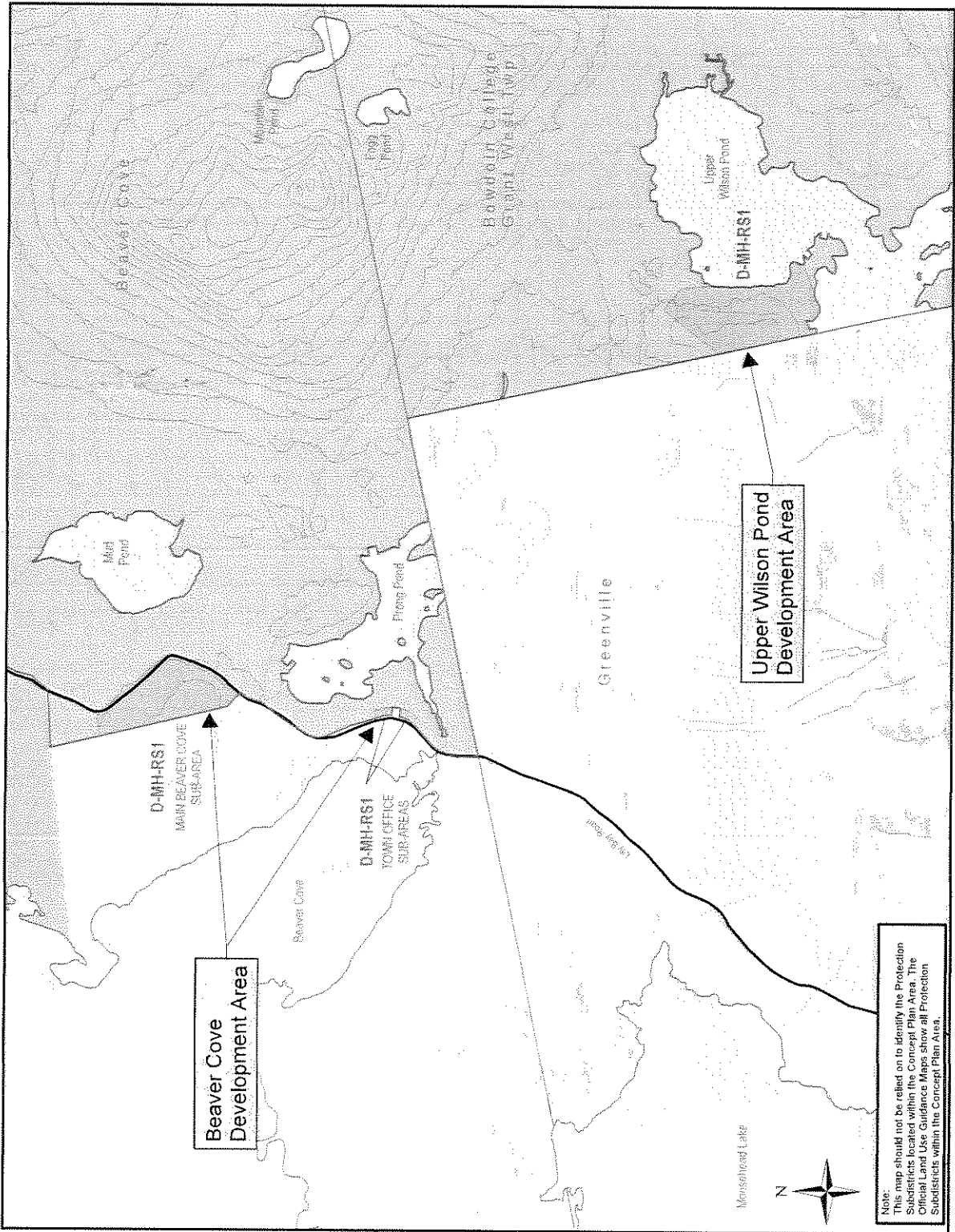
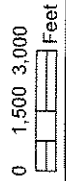
**Beaver Cove and
Upper Wilson Pond
Development Areas**

**CONCEPT PLAN
for
PLUM CREEK'S
LANDS
in the
MOOSEHEAD LAKE REGION**

EXHIBIT A-5

Legend

- Resource Plan Protection (P-RP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential/Recreational Optional Zone (D-MH-RSO)
- Residential Development Zone (D-MH-RS1)
- Primitive Resort Development Zone (D-MH-RP)
- Resort Development Zone (D-MH-RD)
- Commercial/Industrial Development Zone (C-MH-CI)
- Wetland Protection Zone
- Mapped Sand and Gravel Aquifer
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad



Note:
This map should not be relied on to identify the Protection Subdistricts located within the Concept Plan Area. The Official Land Use Guidance Maps show all Protection Subdistricts within the Concept Plan Area.

Map 8

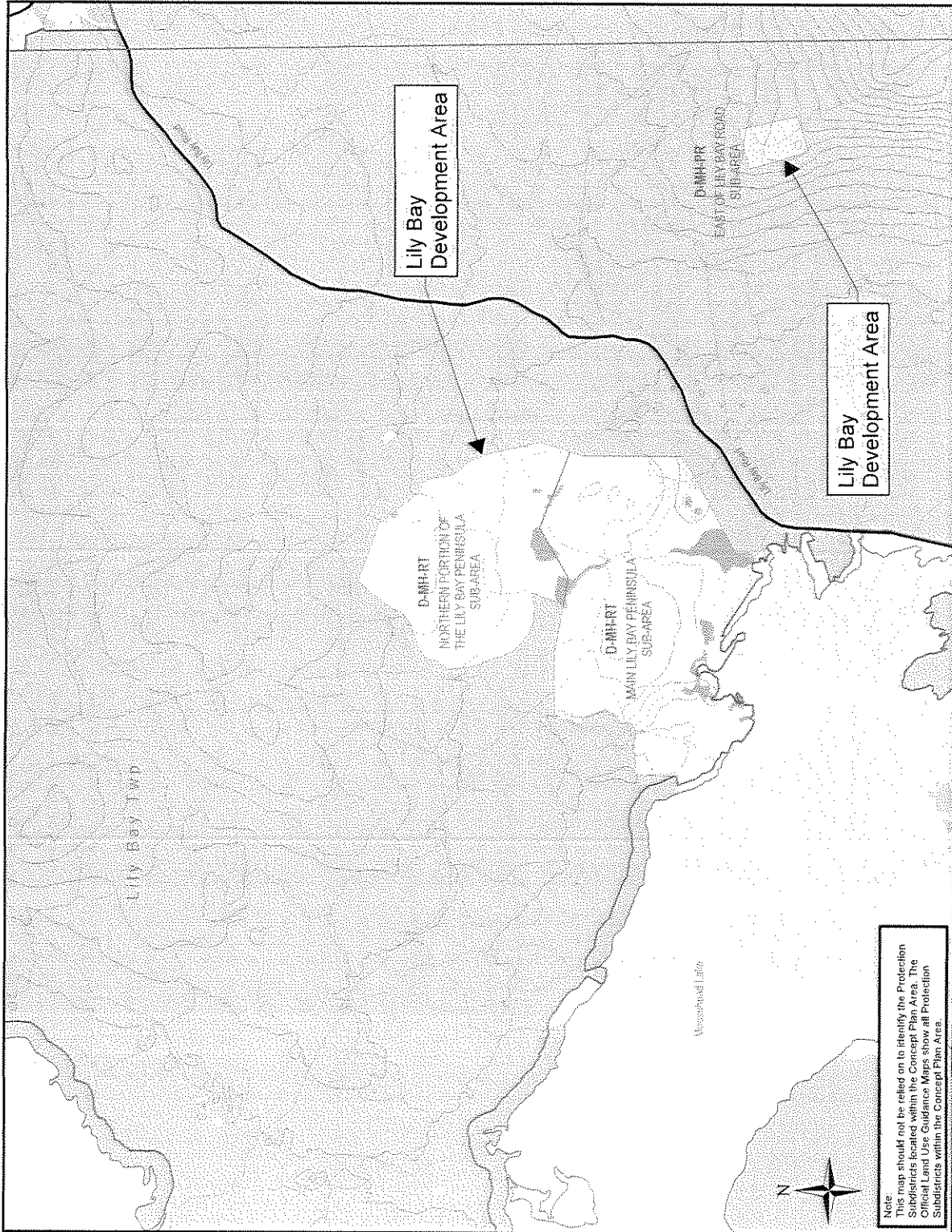
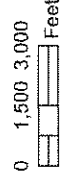
**Lily Bay
Development Area**

**CONCEPT PLAN
for
PLUM CREEK'S
LANDS
in the
MOOSEHEAD LAKE REGION**

EXHIBIT A-6

Legend

- Resource Plan Protection (P-RP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential/Resort Optional Zone (D-MH-RS2)
- Residential Development Zone (D-MH-RS1)
- Primitive Resort Development Zone (D-MH-PR)
- Resort Development Zone (D-MH-RT)
- Commercial Industrial Development Zone (D-MH-CI)
- Wetland Protection Zone
- Mapred Sand and Gravel Supplier
- Area north of line subject to approval of Long Term Development Plan
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad



Map 9
**Big Moose Mountain
 Development Area**

**CONCEPT PLAN
 for
 PLUM CREEK'S
 LANDS
 in the
 MOOSEHEAD LAKE REGION**

EXHIBIT A-7

Legend

- Resource Plan Protection (P-RP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential/Resort Optional Zone (D-MH-RS2)
- Residential Development Zone (D-MH-RS1)
- Prioritised Resort Development Zone (D-MH-PR)
- Resort Development Zone (D-MH-RZ)
- Commercial/Industrial Development Zone (D-MH-CI)
- Wetland Protection Zone
- Mapped Sand and Gravel Aquifer
- Area north of line subject to approval of Long Term Development Plan
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad

Note:
 The P-RP Subdistrict does not directly abut the waters of Indian Pond. Refer to the Official Land Use Guidance Maps to determine the exact boundary of the P-RP Subdistrict.

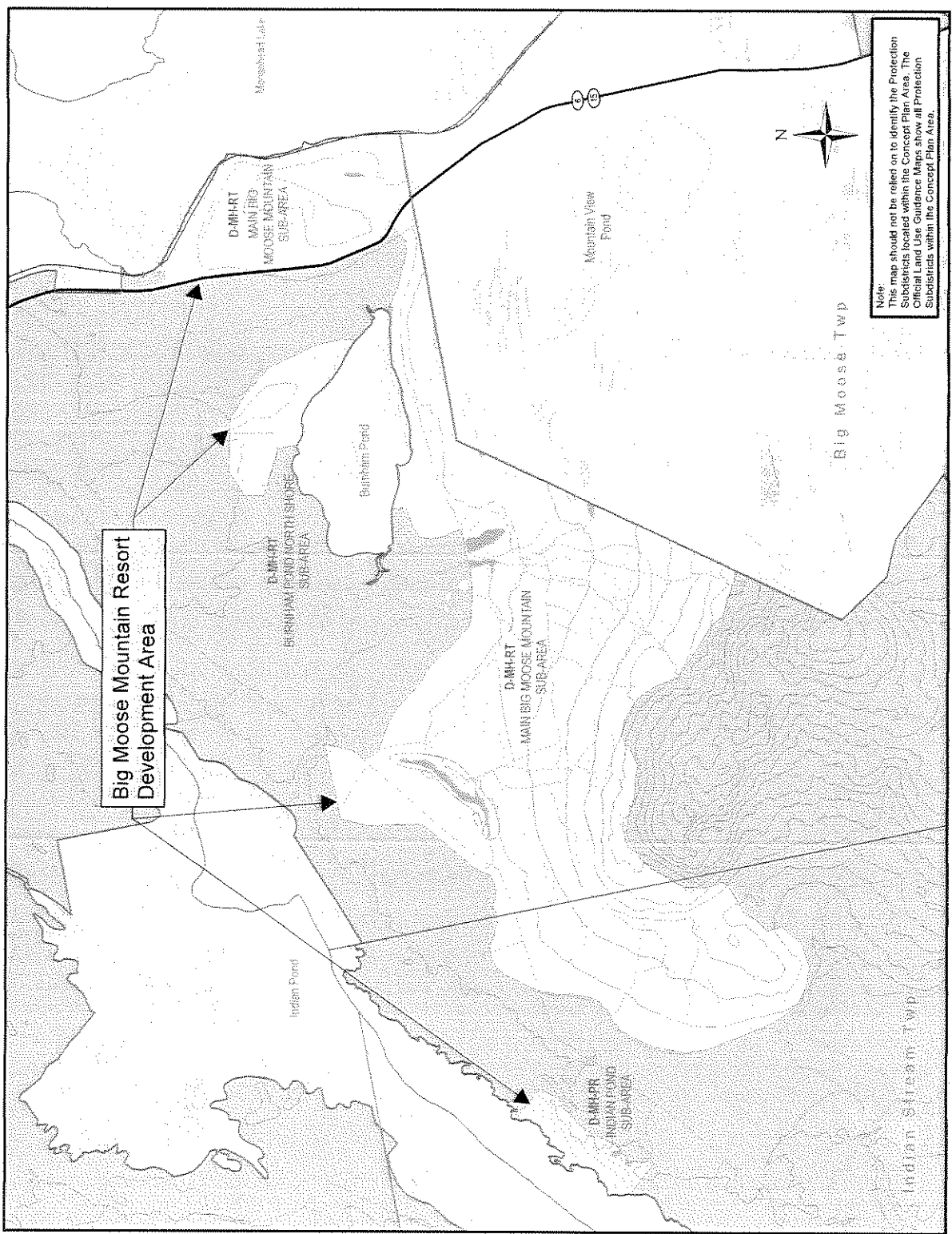
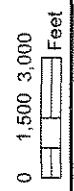
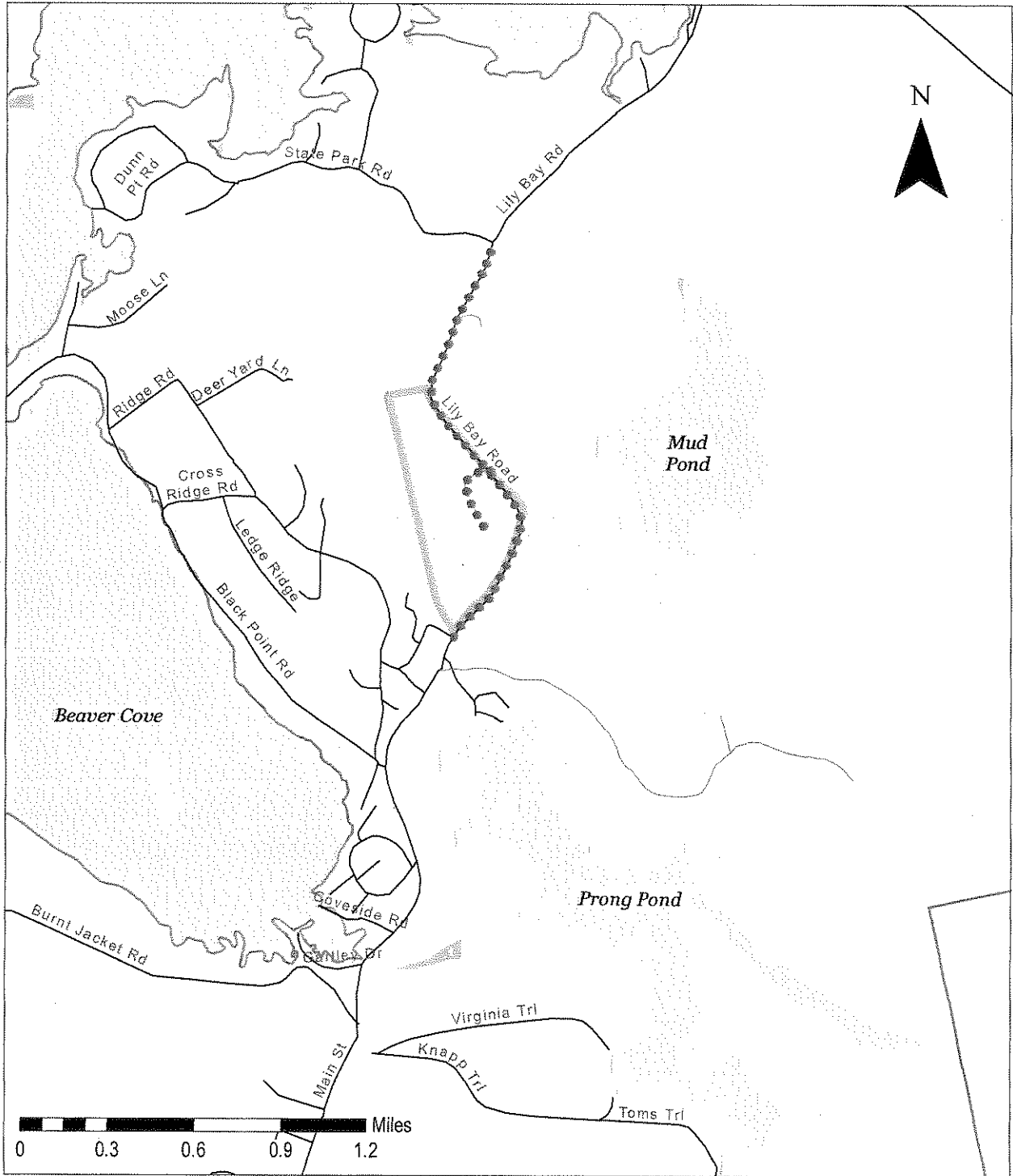


EXHIBIT A-8



D-MH-RS1
Main Beaver Cove Sub Area
Piscataquis County, ME

..... Access Road



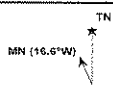
Growing Value from Exceptional Resources
DJSI/HR June 27, 2012



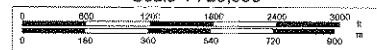
Data use subject to license.

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Scale 1 : 20,800

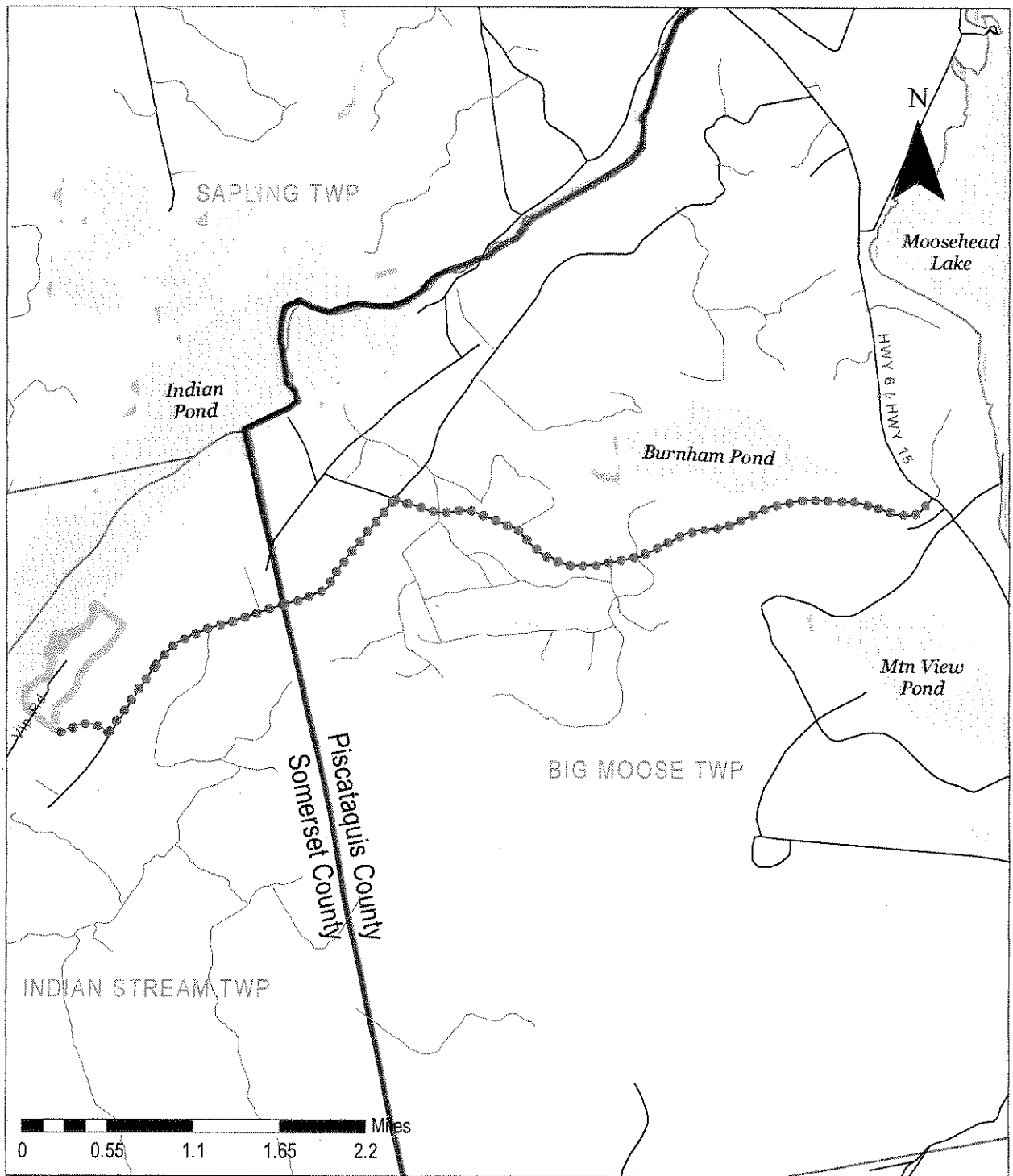


1" = 1,733.3 ft

Data Zoom 13-3

Exhibit B-2 to Zoning Petition

Bk: 2175 Pg: 245
EXHIBIT A-10



D-MH-PR
Indian Pond Sub Area
Somerset County, ME

***** Access Road



Plum Creek

Growing Value from Exceptional Resources
DJS/INR June 27, 2012

EXHIBIT "B" to the Deed
Somerset and Piscataquis Counties, Maine

Terms, Provisions, and Conditions of the Easement Reservations and Grants:

1. Each Easement Reservation (the "Reservation") described herein is for ingress, egress, and utilities, and constructing, reconstructing, maintaining, repairing, and using existing roads for the benefit of lands now owned by Grantor adjacent to the lands of Grantee on which the Reservation is located (the "Grantor's Dominant Estate") as such Grantor's Dominant Estate is legally described in that certain Moosehead Region Conservation Easement dated May 14, 2012 and recorded in Somerset County, Maine at Book 4523, Page 222, and Piscataquis County at Book 2165, Page 1 (the "MRCE"). The Reservations may be used by Grantor and its successors and assigns for the following land uses on the Grantor's Dominant Estate (as such uses are more particularly defined or described in the MRCE): (a) Construction Materials Removal Activities; (b) Forest Management Activities; (c) Septic Field Activities; (d) Water Extraction Activities; (e) Wind Power Turbine Activities in the Wind Power Facility Area, and Wind Power Associated Activities in all other locations on the Protected Property; (f) Recreational Facility Activities; (g) uses associated with the construction, maintenance and operation of public fire, safety and emergency Structures and no more than six (6) telecommunication/cell "towers"; (h) uses associated with the construction, placement, maintenance and replacement of Development Signage; (i) Non-exclusive, Low-intensity Outdoor Recreation; and (j) motorized recreational uses.

2. The easement grants as described in **Exhibit "A"** (collectively the "Grant") are for ingress, egress, and utilities, and constructing, reconstructing, maintaining, repairing, existing roads for all lawful agricultural, residential, commercial, and industrial uses and developments by Grantee, and its successors and assigns benefiting that portion of the lands in **Exhibit "A"** that are served by said roads (the "Grantee's Dominant Estate").

3. The roads described in the Grants and Reservations are referred to collectively herein as the "Roads."

4. Relocation. Grantee and Grantor reserve unto themselves and their successors and assigns the right at their expense to relocate any portion of the Roads and the utility line subject to the condition that, except for distance and curvature, such relocated Road(s) and utility line(s) provide the same type and quality of access and utility service as existed prior to such relocation. If the location of any Road and/or utilities is changed, Grantor and Grantee shall place of public record an amendment to this Deed to reflect such relocation.

5. Reserved Rights. Grantee and Grantor, for themselves and their successors and assigns, reserve the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, the Reservations and/or Grants, as the case may be, and to use the Roads in any manner and for any purpose that will not unreasonably violate or interfere with the rights granted or reserved hereunder, the terms and conditions of the MRCE, or the terms and conditions of that certain Concept Plan for the Moosehead Lake Region approved by the Maine Land Use Regulation Commission pursuant to Zoning Petition ZP 707 (the "Concept Plan").

6. Third Parties; Public. The rights reserved and granted herein are non-exclusive, and the parties may, in their sole discretion, grant to third parties the right to utilize the Roads for any purpose or purposes reserved to the parties upon such terms as it chooses; provided, that use by such third party shall be subject to the terms and conditions of this Exhibit B and shall not violate or interfere with the rights reserved hereunder or with the terms and conditions of the MRCE or Concept Plan. Nothing herein contained shall be deemed a gift or dedication of any portion of the Roads to the general public, or for any public use or purpose whatsoever, other than as specifically granted and described in the MRCE and/or Concept Plan. Except as herein specifically provided, no rights, privileges, or immunities hereunder shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

7. Maintenance, Repair, Improvement.

7.1 Maintenance.

(a) For purposes of this Exhibit B, “maintenance” is defined as the work normally necessary to preserve and keep the Roads and appurtenant Roads facilities (such as bridges, culverts, gates, ditches and brushing) as nearly as possible in their present condition or as hereafter improved, and shall include repairs, reconstruction, and resurfacing (except for repairs, reconstruction or resurfacing described in Paragraph 7.2 hereof). The cost of maintenance shall be allocated on the basis of respective uses of the Roads. When any party uses the Roads, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance occasioned by such use as hereinafter provided. During periods when the Roads, or a portion thereof, are being used solely by one party, such party shall maintain that portion of the Roads so used to the standards existing at the time use is commenced, and shall follow all applicable laws, rules and regulations and Best Management Practices of the State of Maine available from the Maine Department of Conservation, Maine Forest Service (hereinafter, “BMPs”).

(b) During periods when more than one party is using the Roads, or a portion thereof, each party’s share of maintenance shall be pro rata in proportion to its intensity of use thereof. If necessary, and at the request of either party, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(i) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed, at a reasonable and agreed upon rate, the maintenance of the Roads or the portion thereof being used; and

(ii) A method of payment by which each party using the Roads or a portion thereof shall pay its pro rata share of the cost incurred by said maintainer in maintaining, the Roads or portion thereof.

7.2 Improvement. For the purposes of this Exhibit B, “improvement” is defined as the work necessary to surface, resurface, widen, recondition or replace the Roads and appurtenant Roads facilities (such as bridges, culverts, gates, ditches and brushing) to a higher or

greater standard than that prevailing on the date of this Exhibit B. When any existing or planned use of lands accessed by the Roads described herein will result in use of the Road in excess of its design elements, design standards, and/or road maintenance standards, the party responsible for such existing or planned use shall likewise be responsible for any additional costs that are necessary to meet design elements, design standards, and/or road maintenance standards that can accommodate such existing or planned use (as well as other existing uses). Provided, however, that all improvements shall comply with the applicable terms and conditions of the MRCE and Concept Plan.

7.3 Notification. A party shall provide to the other written notification not less than ten (10) business days prior to commencing any maintenance or improvement activities within the Roads. Written notification shall include the following:

- (a) The constructing party's name, address and phone number;
- (b) A legal description and map showing the location of proposed activities;
- (c) Name, company name, address and phone number of individual and/or company performing maintenance or improvement activities; and
- (d) Description of the scope of any such maintenance or improvement activities.

Notice of completion shall also be provided within five (5) business days of completion of any maintenance or improvement activities.

8. Structures, Fences and Gates. Neither may construct any structures, including, without limitation, gates or fences, along or across the Roads without the prior written permission of the other party, which permission shall not be unreasonably withheld; provided, that potential violation or interference with the terms and conditions of the MRCE or Concept Plan shall be deemed reasonable grounds for denying permission.

9. Damage. Each party using any portion of the Roads shall repair or cause to be repaired at its sole cost and expense that damage to the Roads occasioned by it which is in excess of that which it would cause through normal and prudent usage of the Roads. Should inordinate damage to the Roads occur which is caused by an unauthorized user of the Roads or by the public, the parties hereto shall meet to agree on the cost and method of replacement or repair, and the shares of repair or replacement cost to be borne by each user of the Roads. Each party shall pay for all damages, including but not limited to timber, crops and grazing lands located within the Roads or adjacent thereto arising out of such party's use or maintenance of the Roads.

10. Right-of-Way Timber. Each party reserves to itself and its successor and assigns all timber now on or hereafter growing within the Roads on its lands, which said party may harvest and remove at any time. Upon prior written notice to the other, either party shall have the right to cut timber within the Roads serving its Dominant Estate to the extent necessary for maintaining or improving the Roads. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the owner of the underling land and decked along the Roads for disposal or removal by said owner.

11. Personal Insurance. All persons using the Roads for any purpose shall obtain and maintain a policy of Automobile Liability Insurance in a form generally acceptable in the State of Maine and customary in the area of the Roads. This requirement shall not apply to the public in the exercise of any rights contained in the MRCE or Concept Plan.

11. Non-Residential Use of Easement. In the event Grantor or Grantee, or their respective successors or assigns, uses the Roads (including construction, reconstruction or maintenance) for commercial purposes, or Grantor's or Grantee's Dominant Estate, as the case may be, for non-residential use, the following insurance requirements shall apply:

A. Commercial Insurance. Prior to any such use of the Roads, the party utilizing the Roads shall obtain and maintain, throughout the period of such commercial use, liability insurance issued in a form and by an insurance company acceptable to the other party. Coverage requirements shall be as follows and have an **AM Best's Key Rating Guide of B+ VI (financial class) or better rating:**

i. Commercial General Liability Insurance to include minimum limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate Combined Single Limit Bodily Injury, Death and Property Damage. Extension of coverage to include Comprehensive Form, Premises and Operations, Contractual Liability, Products and Completed Operations, Independent Contractors, Personal Injury, Broad Form Property Damage, Cross Liability, and Pollution arising out of heat, smoke or fumes from a Hostile Fire. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse, or Underground).

ii. Comprehensive Automobile Liability insurance covering owned, non-owned, hired and other vehicles, with a combined single limit of \$1,000,000 per occurrence Combined Single Limit Bodily Injury, Death and Property Damage.

iii. The policies specified above shall include an endorsement which shall name the other party as an additional insured on a primary basis for the term of the temporary commercial use. The additional insured endorsement must be ISO CG20 10 11 85 (or other form with like wording).

iv. The policies specified above shall include an endorsement which shall provide that the other party, at the address in Section 18 herein, will be given a 30 - day written notice prior to cancellation, coverage modification or other material change in the policy. No such cancellation, modification or change shall affect the user's obligation to maintain the insurance coverages required by this Exhibit B.

v. All liability coverages must be on an "occurrence" basis as opposed to "claims made."

vi. All such insurance shall be in a form and company acceptable to the other party. Provided, however, that either party may self-insure any of the insurance requirements described above on commercially reasonable terms.

vii. If requested by a party, the other party shall furnish a certificate of insurance dated and signed by a stated, authorized agent for the insuring company or companies containing a representation that coverage of the types listed herein is provided with the required liability limits and the stated endorsements.

viii. If a party retains the services of any contractor, such party shall cause each contractor to maintain insurance coverages and limits of liability of the same type and the same amount as are required of the retaining party under this Exhibit B. Said party shall obtain, prior to the commencement of the contractor's services, the required certificates of insurance and additional insured endorsements, if requested by the other party.

12. Mutual Indemnification. Each party shall assume all risk of, and indemnify and hold harmless, and at its expense defend the other party from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whatsoever, including but not limited to said other party and its employees, agents, or contractors, or damage to or destruction of property to whomsoever belonging, including but not limited to property of said other party and its employees, agents or contractors, or any fire, resulting partly or wholly, directly or indirectly from each party's exercise of the rights herein granted; provided, however, that each party's undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property to the extent resulting from the sole or contributory negligence of the other party.

13. Liens. Each party shall keep the Roads free from liens arising in any manner out of the activities of said party and shall promptly discharge any such liens that are asserted.

14. Default. Failure of either party to perform any of its obligations hereunder shall constitute a default. Upon default, the non-defaulting party shall notify the defaulting party in writing, describing the nature of such default and the action necessary to cure the default. The defaulting party shall have thirty (30) days following its receipt of a notice to cure the default, unless it appears that the defaulting party has commenced to cure the default in good faith and has diligently continued to pursue such curing, but has been unable to complete the same within said 30-day time period due to the nature of the default or other causes beyond the control of the defaulting party, in which case the time period shall be extended accordingly; provided, however, that no extension shall be afforded for a default in the payment of a monetary obligation. In the event the defaulting party fails to cure the breached obligation during the prescribed cure period, as the same may be extended, the non-defaulting party shall be entitled to exercise all rights and remedies available to it at law or equity.

15. Rights and Obligations. The rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The Reservations and Grants are appurtenant to the Grantor's and Grantee's Dominant Estate, as the case may be, and may not be transferred separately from, or severed from, title to said Dominant Estate.

Exhibit B-2 to Zoning Petition

Bk: 2175 Pg: 252

16. Invalidity. In the event any portion of the Reservation or Grant should be held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of the Reservation or Grant is thereby defeated.

17. Costs and Attorneys' Fees. If any party hereto is required to retain an attorney to enforce any provision of the Reservation or Grant, whether or not an arbitration or legal proceeding is commenced, the substantially prevailing party or parties shall be entitled to recover from the other reasonable attorneys' fees and other costs incurred, regardless of whether at trial, on appeal, in any bankruptcy proceeding, in an arbitration or without resort to suit. Attorneys' fees covered by this paragraph include, without limitation, fees incurred without resort to suit, at trial, in an arbitration proceeding, in bankruptcy proceedings to modify or vacate any automatic stay of such legal action or proceeding, in appeals, and in post-judgment collection services. Costs covered by this paragraph include, without limitation, the costs of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, and title insurance premiums.

18. Notices. All notices required or permitted hereunder shall be in writing, and shall be: (1) delivered in person or by private messenger or overnight courier service to the party intended where evidence of delivery is obtained; (2) sent by certified mail, postage prepaid, with return receipt requested, to the party intended; or (3) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy mailed no later than the day after transmission) to the party intended. Notice shall be delivered or sent to the last address provided by the party intended and to the address appearing in the records for the Counties in which the Roads are located. The initial address of the signatories hereto is:

Grantor: Plum Creek Maine Timberlands, L.L.C.
999 Third Avenue, Suite 4300
Seattle, Washington 98104
Facsimile: (206) 467-3790
Attention: David Lambert

And to: 999 Third Avenue, Suite 4300
Seattle, Washington 98104
Facsimile: (206) 467-3799
Attention: Director, Real Estate Law

Grantee: Plum Creek Land Company
999 Third Avenue, Suite 4300
Seattle, Washington 98104
Facsimile: (206) 467-3790
Attention: Larry Nielsen

And to: P.O. Box 297
441 Pritham Ave.

Greenville Junction, Maine 04442

Facsimile: (207) 685-2063

Attention: Luke Muzzy

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

19. In the event of a conflict between the terms of this Exhibit B and the terms of the MRCE and/or the Concept Plan, the conflicting term of the MRCE and/or the Concept Plan shall be deemed to control.

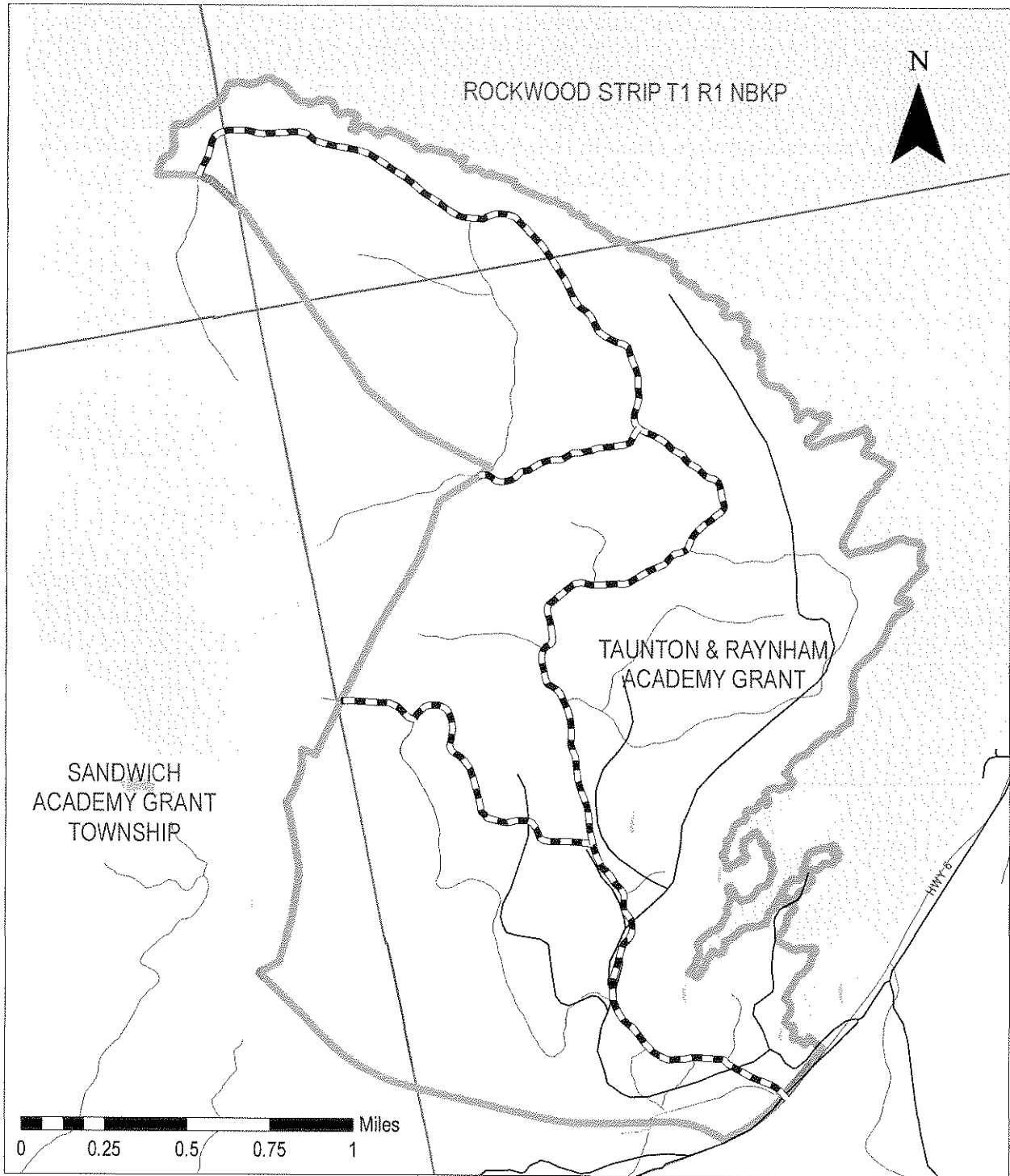


Exhibit " C1"
Brassua Lake Tract
Somerset County, ME

--- Easement Reservation for
Plum Creek Timberlands, LLC



Plum Creek

Growing Value from Exceptional Resources

DJS/GMR June 26, 2012

Exhibit B-2 to Zoning Petition

Bk: 2175 Pg: 255

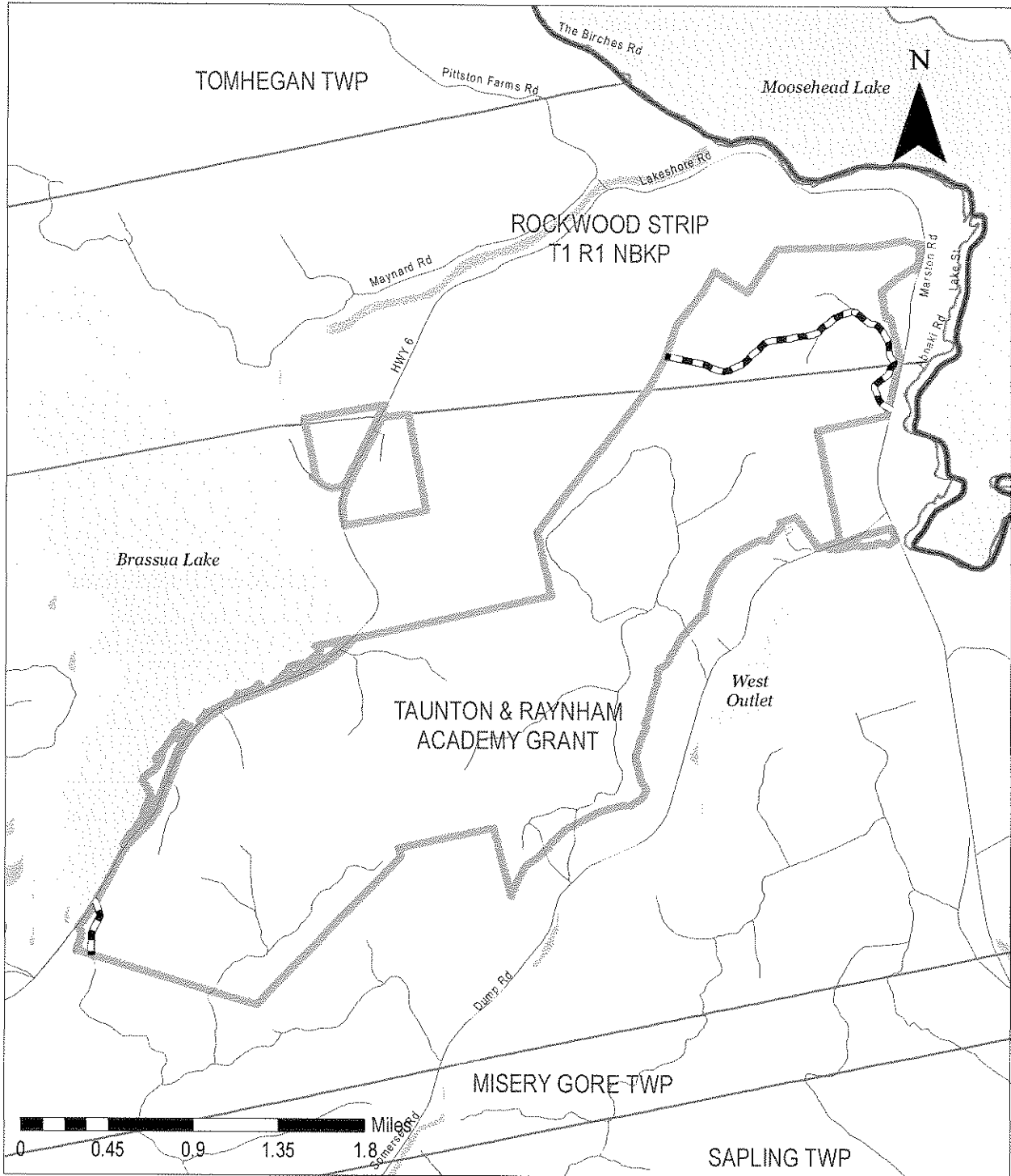



Exhibit " C2 "
Blue Ridge Tract
Somerset County, ME

 Easement Reservation for
Plum Creek Timberlands, LLC



Plum Creek

Growing Value from Exceptional Resources

DJS/JNR June 26, 2012

Exhibit B-2 to Zoning Petition

Bk: 2175 Ps: 256

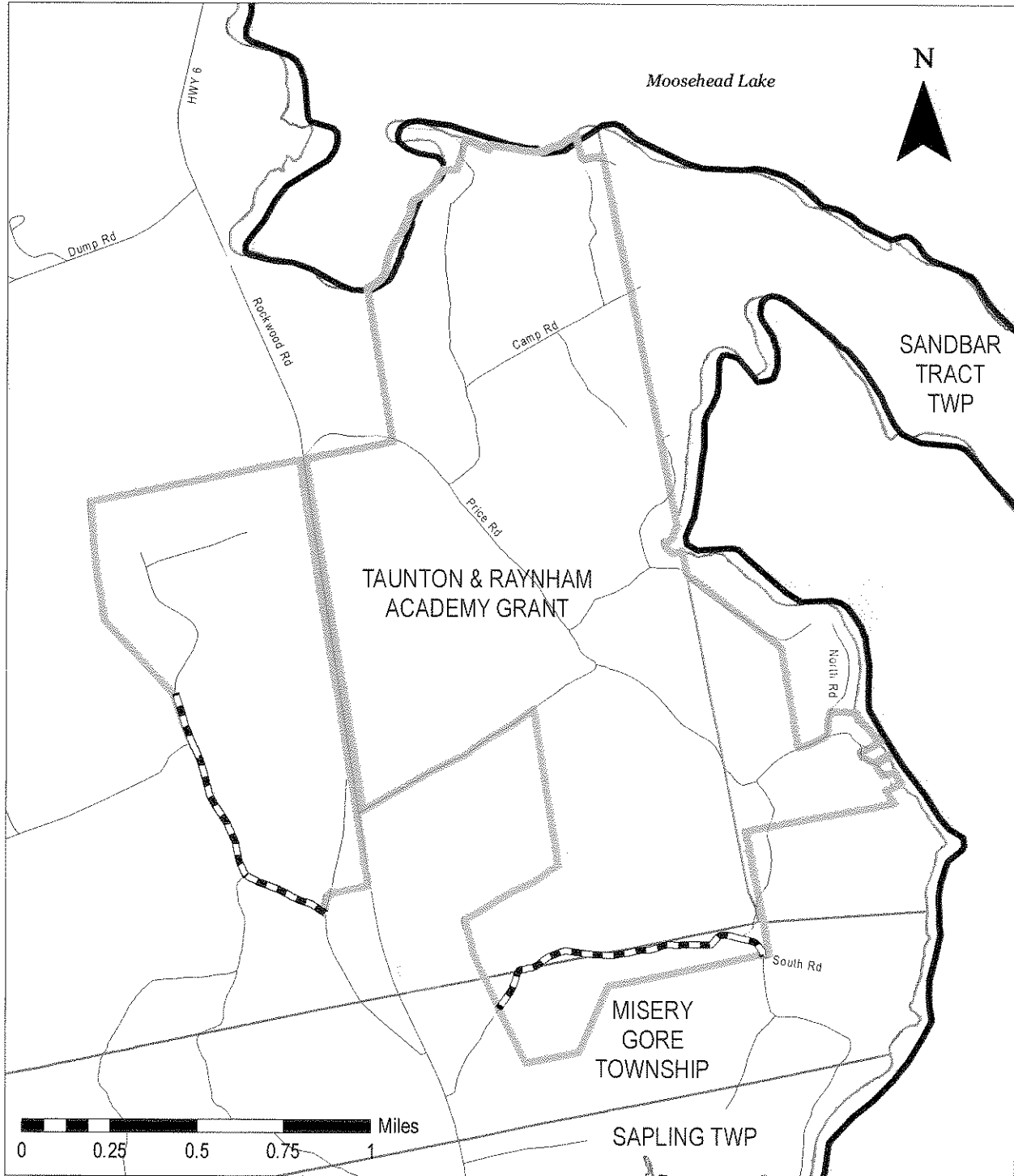



Exhibit " C3 "
Route 6/15 Corridor Tract
Somerset County, ME

 Easement Reservation for
Plum Creek Timberlands, LLC




Plum Creek

Growing Value from Exceptional Resources
D.S./M.R. June 26, 2012



Exhibit "C4 "
Commercial/Industrial Tract
Somerset County, ME

 Easement Reservation for
Plum Creek Timberlands, LLC



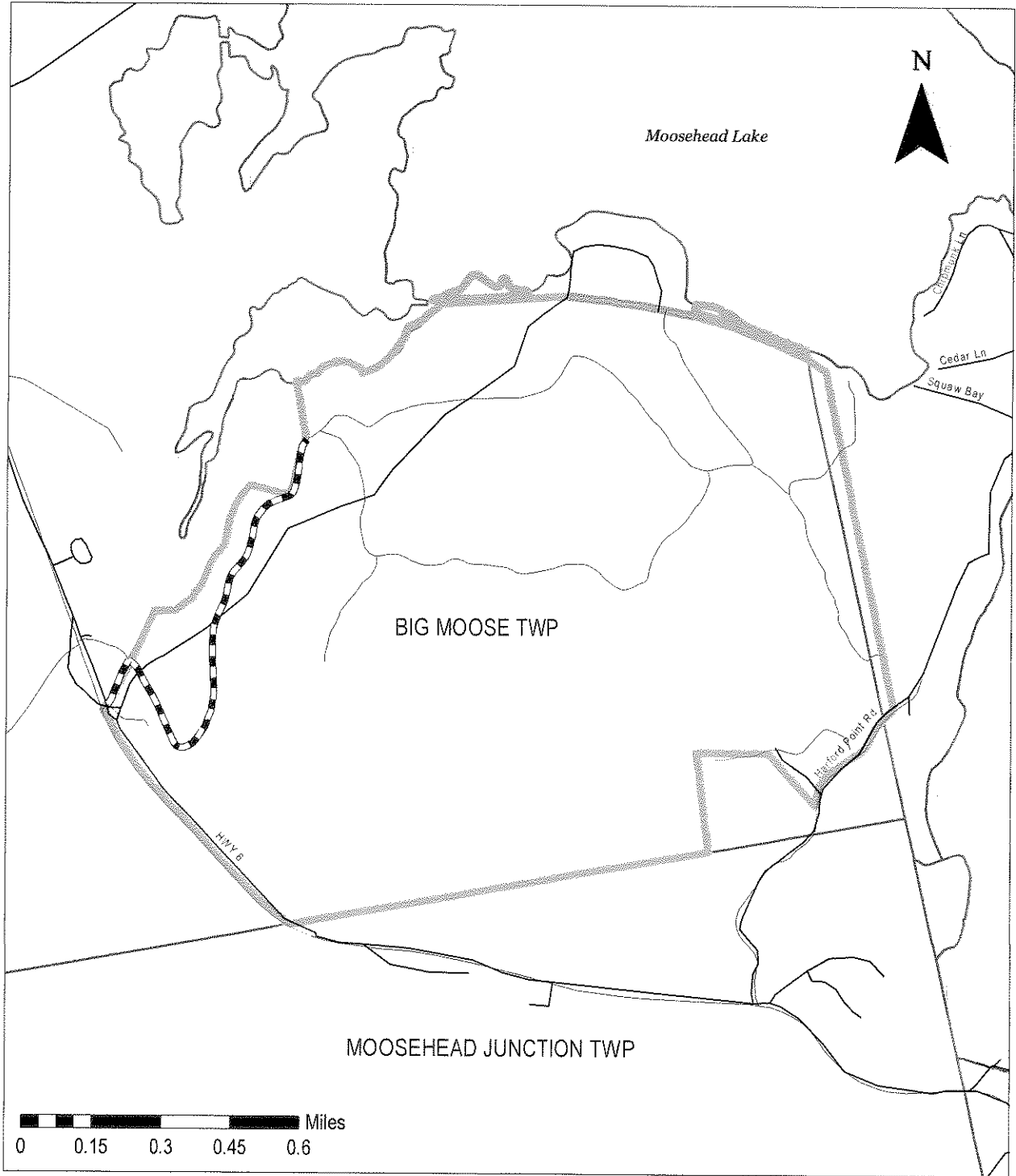



Exhibit "C5"
Moose Bay Tract
Piscataquis County, ME

 Easement Reservation for
Plum Creek Timberlands, LLC



Growing Value from Exceptional Resources
DJSIJNR June 26, 2012

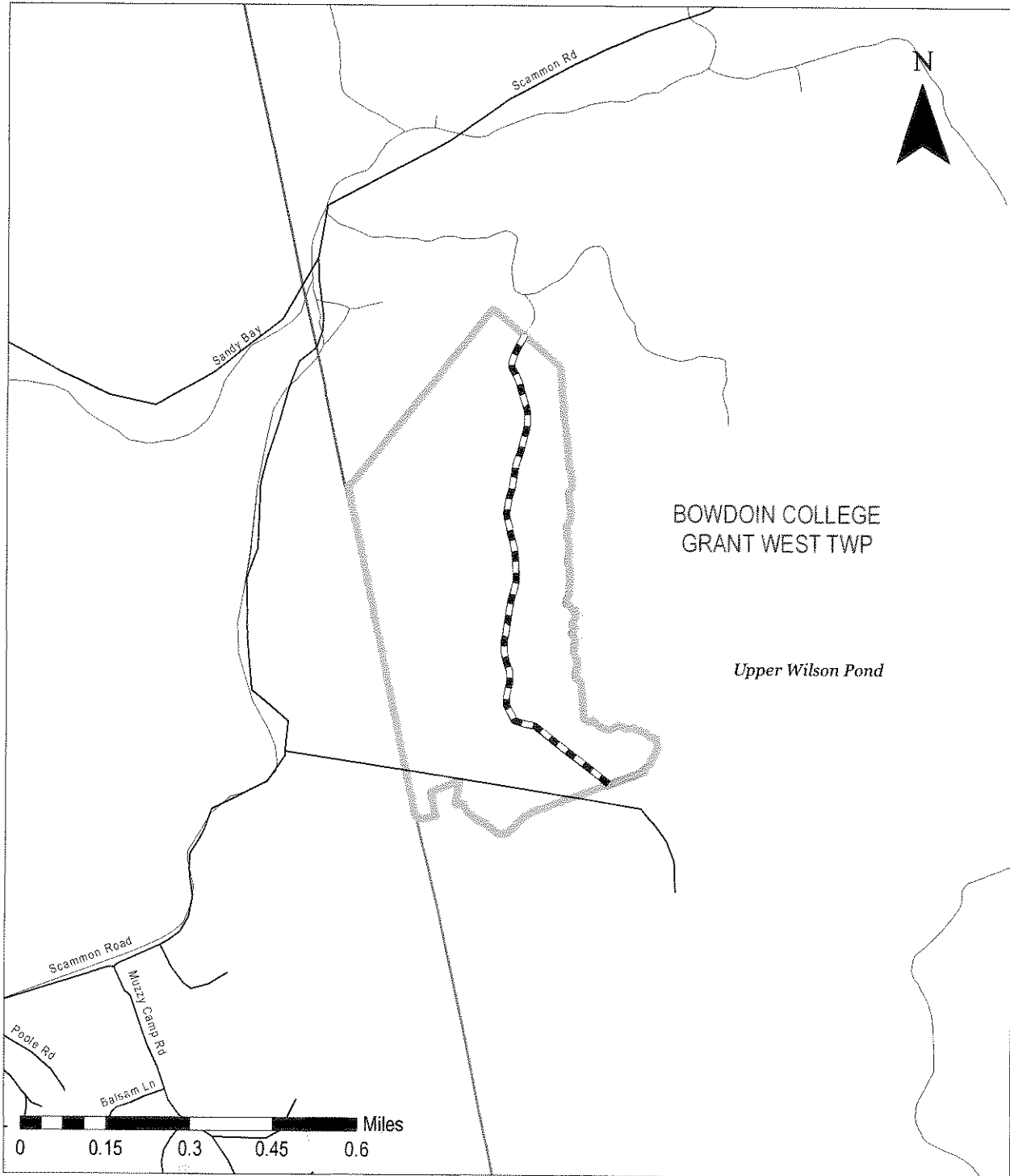



Exhibit "C6"
Upper Wilson Pond Tract
Piscataquis County, ME

 Easement Reservation for
Plum Creek Timberlands, LLC



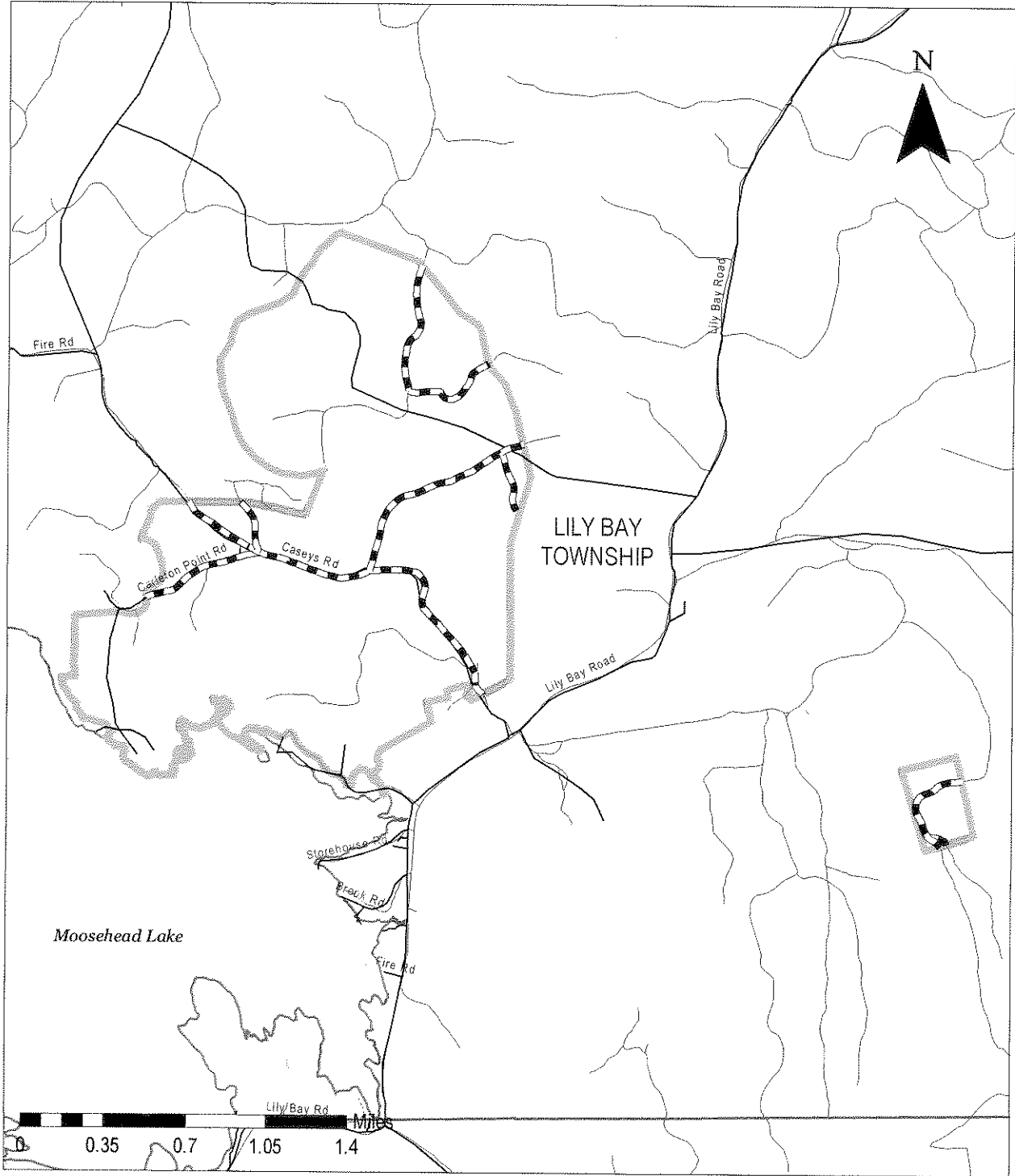



Exhibit "C7 "
Lily Bay Tract
Piscataquis County, ME

 Easement Reservation for
Plum Creek Timberlands, LLC



Plum Creek

Growing Value from Exceptional Resources
D:\S\JNR June 26, 2012

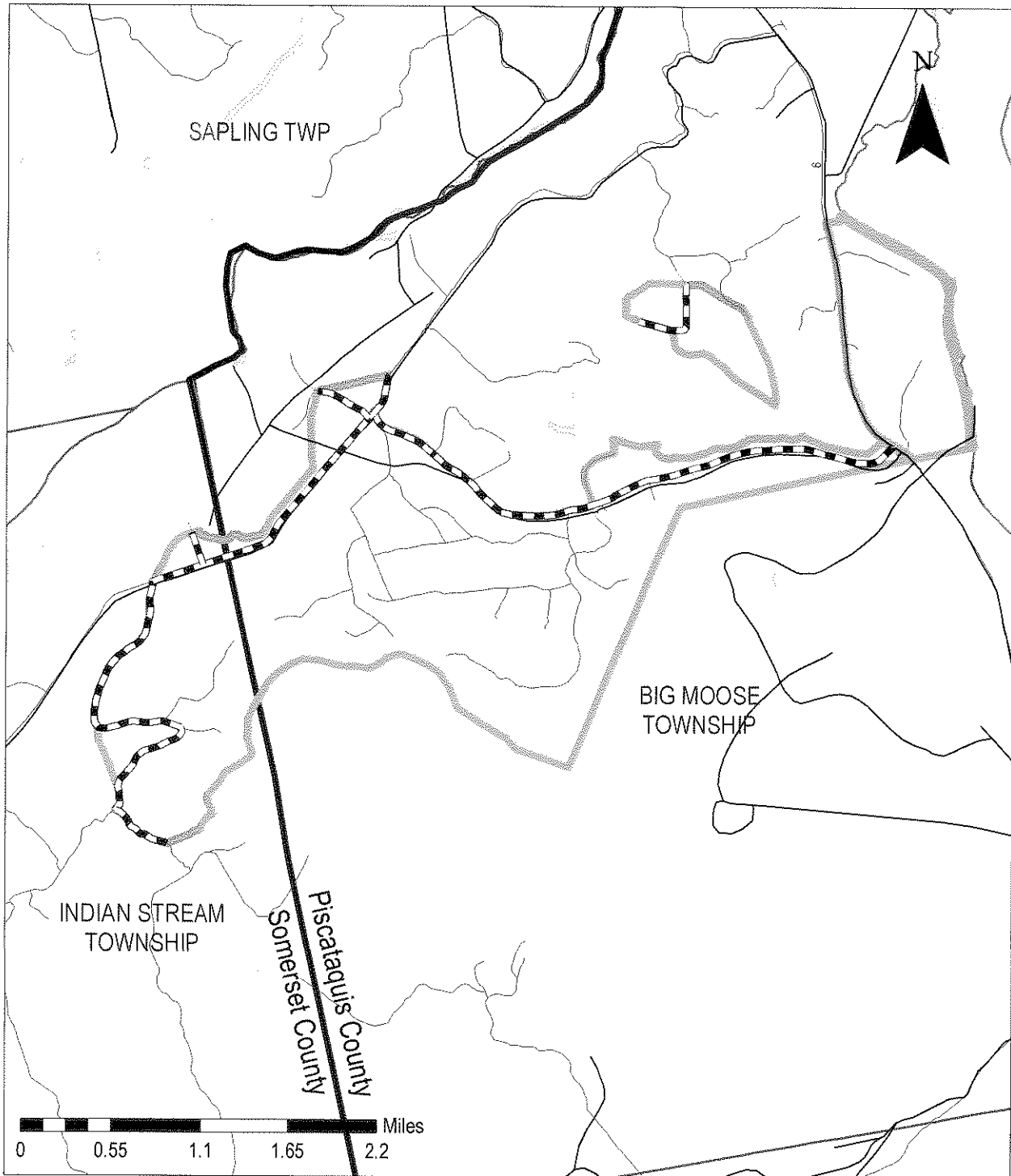



Exhibit "C8"
Big Moose Tract
Piscataquis and Somerset Counties, ME

 Easement Reservation for
Plum Creek Timberlands, LLC



Plum Creek

Growing Value from Exceptional Resources
D:\S\JNR June 26, 2012

Piscataquis County
Recorded
Jun 29, 2012 03:22:16P
Linda M. Smith
Register of Deeds

Exhibit B-3
Somerset County Affidavit of Title – Weyerhaeuser Company

See attached Affidavit of Title dated November 8, 2016 and recorded in the Somerset County Registry of Deeds in Book 5097, Page 70.

AFFIDAVIT OF TITLE

I, Brian C. Browne, being duly sworn, depose and say as follows:

WHEREAS, I am an attorney licensed to practice law in the State of Maine, who is over the age of 21 and whose office is located at 10 Free Street in Portland, Maine;

WHEREAS, I have knowledge of Plum Creek Maine Timberlands, L.L.C. and its affiliated companies and the matters described below;

WHEREAS, Plum Creek Maine Timberlands, L.L.C., a Delaware Limited Liability Company, has been merged with and into Plum Creek Timberlands, L.P., a Delaware Limited Partnership, as documented by the attached true and correct copies of the Certificate of Merger issued by the State of Delaware Secretary of State's Office on the 28th of September, 2016 and the Certificate of Merger made by Plum Creek Timberland, L.P., dated September 21, 2016.

WHEREAS, Plum Creek Timberlands, L.P. a Delaware Limited Liability Partnership has been merged with and into Weyerhaeuser Company, a State of Washington corporation, as documented by the attached true and correct copy of the Certificate of Merger issued by the State of Washington's Secretary of State's Office, on the 12th of October, 2016 and the attached Articles of Merger made by Weyerhaeuser Company, dated September 7, 2016 and the attached Agreement and Plan of Merger made by Plum Creek Timberlands, L.P. and Weyerhaeuser Company, dated September 7, 2016.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that,

Weyerhaeuser Company is the surviving entity after the mergers described above.

DATED: November 8th, 2016


Name: Brian C. Browne
Attorney-at-Law

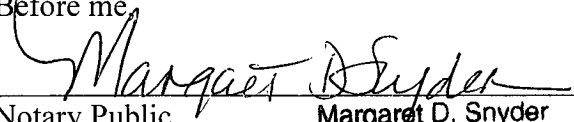
STATE OF MAINE

County of Cumberland, ss.

November 8, 2016

Personally appeared the above named Brian C. Browne and swore the foregoing instrument to be his free act and deed.

Before me



Notary Public

Margaret D. Snyder
Notary Public, Maine
My Commission Expires March 23, 2023

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PLUM CREEK MAINE TIMBERLANDS, L.L.C.", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "PLUM CREEK TIMBERLANDS, L.P." UNDER THE NAME OF "PLUM CREEK TIMBERLANDS, L.P.", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF SEPTEMBER, A.D. 2016, AT 11:46 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-EIGHTH DAY OF SEPTEMBER, A.D. 2016 AT 11:58 O'CLOCK P.M.



Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

2953736 8100M
SR# 20166451316

Authentication: 203262181
Date: 11-01-16

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:46 AM 09/28/2016
FILED 11:46 AM 09/28/2016
SR 20165974599 - File Number 2921725

CERTIFICATE OF MERGER
OF
PLUM CREEK MAINE TIMBERLANDS, L.L.C.
A DELAWARE LIMITED LIABILITY COMPANY

WITH AND INTO

PLUM CREEK TIMBERLANDS, L.P.,
A DELAWARE LIMITED PARTNERSHIP

Pursuant to Title 6, Section 17-211 of the Delaware Limited Partnership Act and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Plum Creek Timberlands, L.P., a Delaware limited partnership (the "Surviving Company")

SECOND: The name of the limited liability company being merged into the Surviving Company is Plum Creek Maine Timberlands, L.L.C., a Delaware limited liability company (the "Disappearing Company").

THIRD: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the Surviving Company and the Disappearing Company.

FOURTH: This Certificate of Merger shall be effective on September 28, 2016 at 11:58 pm ET.


FIFTH: The Agreement and Plan of Merger is on file at the place of business of the Surviving Company, which principal address is: 220 Occidental Avenue South, Seattle, Washington 98104.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Company on request, without cost, to any stockholder or any person holding an interest in either of the companies that are parties to this merger

Dated as of the 21st day of September, 2016.

PLUM CREEK TIMBERLANDS, L.P.,
a Delaware limited partnership

By: Plum Creek Timber I, L.L.C.
Its sole general partner

By: 
Paul A. Stamnes
President

UNITED STATES OF AMERICA

The State of  Washington
Secretary of State

I, Kim Wyman, Secretary of State of the State of Washington and custodian of its seal,
hereby issue this certificate that the attached is a true and correct copy of

ARTICLES OF MERGER
of
WEYERHAEUSER COMPANY

as filed in this office on September 28, 2016.

Date: October 12, 2016



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

FILED

SEP 28 2016

09/28/16 3274311-002
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ARTICLES OF MERGER

WA SECRETARY OF STATE

OF

PLUM CREEK TIMBERLANDS, L.P.,
A DELAWARE LIMITED PARTNERSHIP

WITH AND INTO

WEYERHAEUSER COMPANY,
A WASHINGTON CORPORATION

Pursuant to RCW § 23B.11.110, the undersigned officer of Weyerhaeuser Company, a Washington corporation (the "Surviving Corporation") hereby certifies as follows:

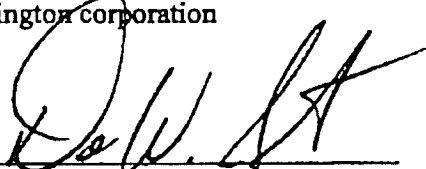
- FIRST: The Agreement and Plan of Merger is attached hereto as Exhibit A.
- SECOND: The merger was approved by the general and limited partners of Plum Creek Timberlands, L.P., a Delaware limited partnership (the "Merging Company") pursuant to Title 6, Section 17-211 of the Delaware Limited Partnership Act.
- THIRD: The merger was duly approved by the board of directors of the Surviving Corporation pursuant to RCW §23B.11.030.
- FOURTH: The Articles of Incorporation of the Surviving Corporation shall be its Articles of Incorporation.
- FIFTH: The merger of the Merging Company with and into the Surviving Corporation shall be effective as of 8:59 p.m. Pacific Time on September 28, 2016.

[signature on following page]

IN WITNESS WHEREOF, the Surviving Corporation has caused this certificate to be signed by its authorized officer, this 7th day of September, 2016.

WEYERHAEUSER COMPANY,
a Washington corporation

By:



Devin W. Stockfish
Senior Vice President, General Counsel
and Secretary

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

[see attached]

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of September 7, 2016 between Weyerhaeuser Company, a Washington corporation ("Weyerhaeuser"), and Plum Creek Timberlands, L.P., a Delaware limited partnership (the "Disappearing Company"). Weyerhaeuser and the Disappearing Company are sometimes collectively referred to in this Agreement as the "Constituent Entities."

RECITALS

A. Weyerhaeuser is a corporation organized and existing under the laws of the state of Washington.

B. The Disappearing Company is a limited partnership organized and existing under the laws of the state of Delaware, having partnership interests issued and governed pursuant to the Amended and Restated Agreement of Limited Partnership dated as of September 29, 2008.

C. The Constituent Entities deem it advisable and in the best interests of each entity that the Disappearing Company be merged into Weyerhaeuser (the "Merger") as authorized by the laws of the states of Washington and Delaware.

AGREEMENT

In consideration of the foregoing recitals and of the covenants and agreements hereinafter set forth and for the purpose of prescribing the terms and conditions of the Merger, the parties agree as follows:

1. Merger; Effectiveness

The Disappearing Company shall be merged into Weyerhaeuser (hereinafter sometimes called the "Surviving Corporation"), pursuant to the applicable provisions of the Washington Business Corporation Act and the Delaware Revised Uniform Limited Partnership Act and in accordance with the terms and conditions of this Agreement.

Upon completion of the following events:

- (a) the approval of the plan of merger as stated herein by the Board of Directors of Weyerhaeuser;
- (b) the approval of the plan of merger as stated herein by the general and limited partners of the Disappearing Company;
- (c) the execution by the Surviving Corporation of Articles of Merger incorporating this Agreement and the filing of such Articles of Merger with the Secretary of State of the state of Washington; and

(d) the execution by the Surviving Corporation of a Certificate of Merger and the filing of such Certificate of Merger with the Secretary of State of the state of Delaware; then

the Merger shall become effective at 8:59 p.m. Pacific Time on September 28, 2016 (the "Effective Time").

2. Articles of Incorporation

The Articles of Incorporation of Weyerhaeuser in effect immediately prior to the Effective Time shall, at the Effective Time, be and remain the Articles of Incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

3. Bylaws

The Bylaws of Weyerhaeuser in effect immediately prior to the Effective Time shall, at the Effective Time, be and remain the Bylaws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

4. Directors and Officers

The directors and officers of Weyerhaeuser immediately prior to the Effective Time shall, at the Effective Time, continue in office as the directors and officers of the Surviving Corporation and shall hold office in accordance with and subject to the Articles of Incorporation and Bylaws of the Surviving Corporation.

5. Conversion of Partnership Interests

At the Effective Time, by virtue of the Merger and without any action on the part of the holders of the partnership interests of the Disappearing Company, all outstanding partnership interests of the Disappearing Company, all of which are directly or indirectly owned by the Surviving Corporation, shall be cancelled, and no consideration shall be delivered in exchange therefor.

6. Rights, Duties, Powers, Liabilities, Etc.

At the Effective Time, (a) the separate existence of the Disappearing Company shall cease, and the Disappearing Company shall be merged in accordance with the provisions of this Agreement into the Surviving Corporation, which shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and description, and shall be subject to all restrictions, disabilities and duties, of each of the Constituent Entities; and all such things shall be taken and deemed to be transferred to and vested in the Surviving Corporation without any further act or deed; (b) the title to all real estate, or any interest therein, vested by deed or otherwise in either of the Constituent Entities shall vest in the Surviving Corporation without reversion or impairment, (c) the Surviving Corporation shall have all liabilities of each of the Constituent Entities, and (d) any claim

existing, or action or proceeding, whether civil, criminal or administrative, pending by or against the Disappearing Company may be prosecuted to judgment or decree as if the Merger had not taken place, and the Surviving Corporation may be substituted in any such action or proceeding.

7. Implementation.

(a) The Disappearing Company hereby agrees that at any time or from time to time as and when requested by the Surviving Corporation, or by its successors or assigns, it will so far as it is legally able, execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, each of whom is hereby irrevocably appointed as attorney-in-fact for such purposes, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other actions as the Surviving Corporation, its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting and devolution of any property, right, privilege, power, immunity or franchise to vest or perfect in or confirm to the Surviving Corporation, its successors or assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this Agreement and otherwise to carry out the intent and purposes hereof.

(b) Each of the Constituent Entities shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the states of Washington and Delaware to consummate and make effective the Merger.

8. Termination

This Agreement may be terminated for any reason at any time before the filing of Articles of Merger with the Secretary of State of the state of Washington or the filing of a Certificate of Merger with the Secretary of State of the state of Delaware by resolution of the Board of Directors of Weyerhaeuser.

9. Amendment

This Agreement may, to the extent permitted by law, be amended, supplemented or interpreted at any time by action taken by the Board of Directors of Weyerhaeuser.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

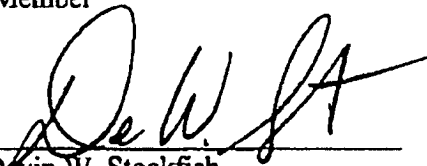
IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

DISAPPEARING COMPANY:

PLUM CREEK TIMBERLANDS, L.P.,
a Delaware limited partnership

By: Plum Creek Timber I, L.L.C.,
a Delaware limited liability company
its general partner

By: Weyerhaeuser Company,
a Washington corporation
Its Sole Member

By: 
Devin W. Stockfish
Senior Vice President, General Counsel
and Secretary

SURVIVING CORPORATION:

WEYEHAEUSER COMPANY,
a Washington corporation

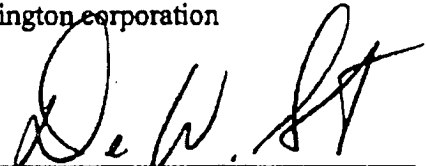
By: 
Devin W. Stockfish
Senior Vice President, General Counsel
and Secretary

Exhibit B-4
Piscataquis County Affidavit of Title – Weyerhaeuser Company

See attached Affidavit of Title dated November 8, 2016 and recorded in the Piscataquis County Registry of Deeds in Book 2462, Page 238.

AFFIDAVIT OF TITLE

I, Brian C. Browne, being duly sworn, depose and say as follows:

WHEREAS, I am an attorney licensed to practice law in the State of Maine, who is over the age of 21 and whose office is located at 10 Free Street in Portland, Maine;

WHEREAS, I have knowledge of Plum Creek Maine Timberlands, L.L.C. and its affiliated companies and the matters described below;

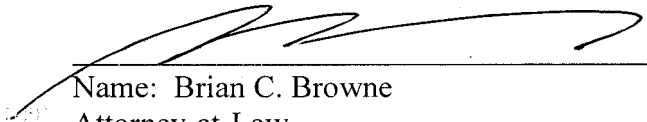
WHEREAS, Plum Creek Maine Timberlands, L.L.C., a Delaware Limited Liability Company, has been merged with and into Plum Creek Timberlands, L.P., a Delaware Limited Partnership, as documented by the attached true and correct copies of the Certificate of Merger issued by the State of Delaware Secretary of State's Office on the 28th of September, 2016 and the Certificate of Merger made by Plum Creek Timberland, L.P., dated September 21, 2016.

WHEREAS, Plum Creek Timberlands, L.P. a Delaware Limited Liability Partnership has been merged with and into Weyerhaeuser Company, a State of Washington corporation, as documented by the attached true and correct copy of the Certificate of Merger issued by the State of Washington's Secretary of State's Office, on the 12th of October, 2016 and the attached Articles of Merger made by Weyerhaeuser Company, dated September 7, 2016 and the attached Agreement and Plan of Merger made by Plum Creek Timberlands, L.P. and Weyerhaeuser Company, dated September 7, 2016.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that,

Weyerhaeuser Company is the surviving entity after the mergers described above.

DATED: November 8th, 2016


Name: Brian C. Browne
Attorney-at-Law

-Jensen Baird Gardner + Henry
PO Box 4510
Portland 04112-4510

STATE OF MAINE
County of Cumberland, ss.

November 8, 2016

Personally appeared the above named Brian C. Browne and swore the foregoing instrument to be his free act and deed.

Before me,



Notary Public

Margaret D. Snyder
Notary Public, Maine
My Commission Expires March 23, 2023

Delaware

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PLUM CREEK MAINE TIMBERLANDS, L.L.C.", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "PLUM CREEK TIMBERLANDS, L.P." UNDER THE NAME OF "PLUM CREEK TIMBERLANDS, L.P.", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF SEPTEMBER, A.D. 2016, AT 11:46 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-EIGHTH DAY OF SEPTEMBER, A.D. 2016 AT 11:58 O'CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

2953736 8100M
SR# 20166451316

Authentication: 203262182
Date: 11-01-16

CERTIFICATE OF MERGER
OF
PLUM CREEK MAINE TIMBERLANDS, L.L.C.
A DELAWARE LIMITED LIABILITY COMPANY

WITH AND INTO

PLUM CREEK TIMBERLANDS, L.P.,
A DELAWARE LIMITED PARTNERSHIP

Pursuant to Title 6, Section 17-211 of the Delaware Limited Partnership Act and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Plum Creek Timberlands, L.P., a Delaware limited partnership (the "Surviving Company")

SECOND: The name of the limited liability company being merged into the Surviving Company is Plum Creek Maine Timberlands, L.L.C., a Delaware limited liability company (the "Disappearing Company").

THIRD: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the Surviving Company and the Disappearing Company.

FOURTH: This Certificate of Merger shall be effective on September 28, 2016 at 11:58 pm ET.

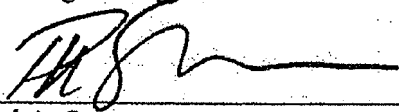
FIFTH: The Agreement and Plan of Merger is on file at the place of business of the Surviving Company, which principal address is: 220 Occidental Avenue South, Seattle, Washington 98104.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Company on request, without cost, to any stockholder or any person holding an interest in either of the companies that are parties to this merger

Dated as of the 21st day of September, 2016.

PLUM CREEK TIMBERLANDS, L.P.,
a Delaware limited partnership

By: Plum Creek Timber I, L.L.C.
Its sole general partner

By: 
Paul A. Stamnes
President

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

I, Kim Wyman, Secretary of State of the State of Washington and custodian of its seal, hereby issue this certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

WEYERHAEUSER COMPANY

as filed in this office on September 28, 2016.

Date: October 12, 2016



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Kim Wyman".

Kim Wyman, Secretary of State

FILED

SEP 28 2016

09/28/16 3274311-
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ARTICLES OF MERGER

WA SECRETARY OF STATE

OF

PLUM CREEK TIMBERLANDS, L.P.,
A DELAWARE LIMITED PARTNERSHIP

WITH AND INTO

WEYERHAEUSER COMPANY,
A WASHINGTON CORPORATION

Pursuant to RCW § 23B.11.110, the undersigned officer of Weyerhaeuser Company, a Washington corporation (the "Surviving Corporation") hereby certifies as follows:

- FIRST: The Agreement and Plan of Merger is attached hereto as Exhibit A.
- SECOND: The merger was approved by the general and limited partners of Plum Creek Timberlands, L.P., a Delaware limited partnership (the "Merging Company") pursuant to Title 6, Section 17-211 of the Delaware Limited Partnership Act.
- THIRD: The merger was duly approved by the board of directors of the Surviving Corporation pursuant to RCW §23B.11.030.
- FOURTH: The Articles of Incorporation of the Surviving Corporation shall be its Articles of Incorporation.
- FIFTH: The merger of the Merging Company with and into the Surviving Corporation shall be effective as of 8:59 p.m. Pacific Time on September 28, 2016.

[signature on following page]

IN WITNESS WHEREOF, the Surviving Corporation has caused this certificate to be signed by its authorized officer, this 7th day of September, 2016.

WEYERHAEUSER COMPANY,
a Washington corporation

By:

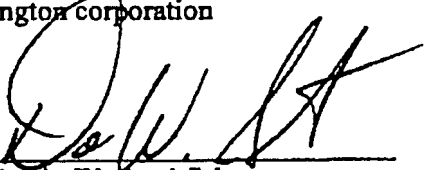

Devin W. Stockfish
Senior Vice President, General Counsel
and Secretary

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

[see attached]

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of September 7, 2016 between Weyerhaeuser Company, a Washington corporation ("Weyerhaeuser"), and Plum Creek Timberlands, L.P., a Delaware limited partnership (the "Disappearing Company"). Weyerhaeuser and the Disappearing Company are sometimes collectively referred to in this Agreement as the "Constituent Entities."

RECITALS

A. Weyerhaeuser is a corporation organized and existing under the laws of the state of Washington.

B. The Disappearing Company is a limited partnership organized and existing under the laws of the state of Delaware, having partnership interests issued and governed pursuant to the Amended and Restated Agreement of Limited Partnership dated as of September 29, 2008.

C. The Constituent Entities deem it advisable and in the best interests of each entity that the Disappearing Company be merged into Weyerhaeuser (the "Merger") as authorized by the laws of the states of Washington and Delaware.

AGREEMENT

In consideration of the foregoing recitals and of the covenants and agreements hereinafter set forth and for the purpose of prescribing the terms and conditions of the Merger, the parties agree as follows:

1. Merger; Effectiveness

The Disappearing Company shall be merged into Weyerhaeuser (hereinafter sometimes called the "Surviving Corporation"), pursuant to the applicable provisions of the Washington Business Corporation Act and the Delaware Revised Uniform Limited Partnership Act and in accordance with the terms and conditions of this Agreement.

Upon completion of the following events:

- (a) the approval of the plan of merger as stated herein by the Board of Directors of Weyerhaeuser;
- (b) the approval of the plan of merger as stated herein by the general and limited partners of the Disappearing Company;
- (c) the execution by the Surviving Corporation of Articles of Merger incorporating this Agreement and the filing of such Articles of Merger with the Secretary of State of the state of Washington; and

(d) the execution by the Surviving Corporation of a Certificate of Merger and the filing of such Certificate of Merger with the Secretary of State of the state of Delaware; then the Merger shall become effective at 8:59 p.m. Pacific Time on September 28, 2016 (the "Effective Time").

2. Articles of Incorporation

The Articles of Incorporation of Weyerhaeuser in effect immediately prior to the Effective Time shall, at the Effective Time, be and remain the Articles of Incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

3. Bylaws

The Bylaws of Weyerhaeuser in effect immediately prior to the Effective Time shall, at the Effective Time, be and remain the Bylaws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

4. Directors and Officers

The directors and officers of Weyerhaeuser immediately prior to the Effective Time shall, at the Effective Time, continue in office as the directors and officers of the Surviving Corporation and shall hold office in accordance with and subject to the Articles of Incorporation and Bylaws of the Surviving Corporation.

5. Conversion of Partnership Interests

At the Effective Time, by virtue of the Merger and without any action on the part of the holders of the partnership interests of the Disappearing Company, all outstanding partnership interests of the Disappearing Company, all of which are directly or indirectly owned by the Surviving Corporation, shall be cancelled, and no consideration shall be delivered in exchange therefor.

6. Rights, Duties, Powers, Liabilities, Etc.

At the Effective Time, (a) the separate existence of the Disappearing Company shall cease, and the Disappearing Company shall be merged in accordance with the provisions of this Agreement into the Surviving Corporation, which shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and description, and shall be subject to all restrictions, disabilities and duties, of each of the Constituent Entities; and all such things shall be taken and deemed to be transferred to and vested in the Surviving Corporation without any further act or deed; (b) the title to all real estate, or any interest therein, vested by deed or otherwise in either of the Constituent Entities shall vest in the Surviving Corporation without reversion or impairment, (c) the Surviving Corporation shall have all liabilities of each of the Constituent Entities, and (d) any claim

existing, or action or proceeding, whether civil, criminal or administrative, pending by or against the Disappearing Company may be prosecuted to judgment or decree as if the Merger had not taken place, and the Surviving Corporation may be substituted in any such action or proceeding.

7. Implementation.

(a) The Disappearing Company hereby agrees that at any time or from time to time as and when requested by the Surviving Corporation, or by its successors or assigns, it will so far as it is legally able, execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, each of whom is hereby irrevocably appointed as attorney-in-fact for such purposes, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other actions as the Surviving Corporation, its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting and devolution of any property, right, privilege, power, immunity or franchise to vest or perfect in or confirm to the Surviving Corporation, its successors or assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this Agreement and otherwise to carry out the intent and purposes hereof.

(b) Each of the Constituent Entities shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the states of Washington and Delaware to consummate and make effective the Merger.

8. Termination

This Agreement may be terminated for any reason at any time before the filing of Articles of Merger with the Secretary of State of the state of Washington or the filing of a Certificate of Merger with the Secretary of State of the state of Delaware by resolution of the Board of Directors of Weyerhaeuser.

9. Amendment

This Agreement may, to the extent permitted by law, be amended, supplemented or interpreted at any time by action taken by the Board of Directors of Weyerhaeuser.

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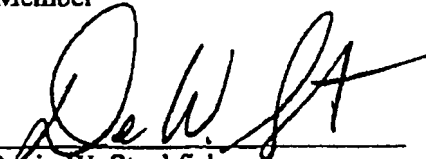
IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

DISAPPEARING COMPANY:

PLUM CREEK TIMBERLANDS, L.P.,
a Delaware limited partnership

By: Plum Creek Timber I, L.L.C.,
a Delaware limited liability company
its general partner

By: Weyerhaeuser Company,
a Washington corporation
Its Sole Member

By: 
Devin W. Stockfish
Senior Vice President, General Counsel
and Secretary

SURVIVING CORPORATION:

WEYEHAEUSER COMPANY,
a Washington corporation

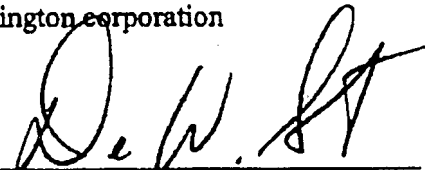
By: 
Devin W. Stockfish
Senior Vice President, General Counsel
and Secretary

Exhibit B-5
Somerset County Affidavit of Title – Weyerhaeuser NR Company

See attached Affidavit of Title dated February 1, 2017 and recorded in the Somerset County Registry of Deeds in Book 5126, Page 282.

AFFIDAVIT OF TITLE

I, Charles M. Katz-Leavy, being duly sworn, depose and say as follows:

WHEREAS, I am an attorney licensed to practice law in the State of Maine, who is over the age of 21 and whose office is located at 10 Free Street in Portland, Maine;

WHEREAS, I have knowledge of Plum Creek Land Company and its affiliated companies and the matters described below; and

WHEREAS, Plum Creek Land Company, a Delaware corporation has been merged with and into Plum Creek Marketing, Inc., a Delaware corporation, as documented by the attached true and correct copy of the Certificate of Merger issued by the State of Delaware Secretary of State's Office, effective December 31, 2016 and the Certificate of Merger made by Plum Creek Marketing, Inc., dated December 27, 2016.

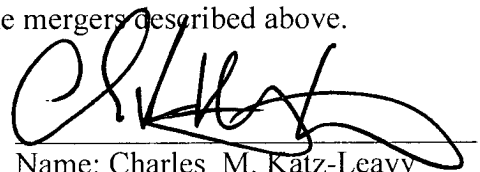
WHEREAS, Plum Creek Marketing, Inc., a Delaware corporation, has been merged with and into Plum Creek Manufacturing Holding Company, Inc., a Delaware corporation, as documented by the attached true and correct copy of the Certificate of Merger issued by the State of Delaware Secretary of State's Office, effective December 31, 2016 and the Certificate of Merger made by Plum Creek Manufacturing Holding Company, Inc., dated December 27, 2016; and

WHEREAS, Plum Creek Manufacturing Holding Company, a Delaware corporation, has been merged with and into Weyerhaeuser NR Company, a Washington corporation, as documented by the attached true and correct copy of the Certificate of Merger issued by the State of Washington's Secretary of State's Office, effective December 31, 2016,, and the attached Certificate of Merger made by Weyerhaeuser NR Company, dated December 27, 2016,

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that,

Weyerhaeuser NR Company is the surviving entity after the mergers described above.

DATED: February 1, 2017



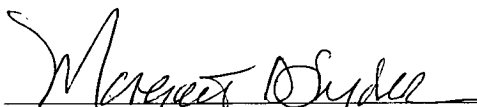
Name: Charles M. Katz-Leavy
Attorney-at-Law

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

February 1, 2017

Then personally appeared the above named **Charles M. Katz-Leavy** and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Attorney at Law/Notary Public

Print Name:

Margaret D. Snyder

My Commission Expires:

Notary Public, Maine

My Commission Expires March 23, 2023

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PLUM CREEK LAND COMPANY", A DELAWARE CORPORATION,
WITH AND INTO "PLUM CREEK MARKETING, INC." UNDER THE NAME OF "PLUM CREEK MARKETING, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2016, AT 8:37 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2016 AT 11 O'CLOCK A.M.



2193186 8100M
SR# 20167361383

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 203619397
Date: 12-30-16

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:35 PM 11/27/2016
FILED 08:37 PM 11/27/2016
SR 20167284901 - File Number 2193186

CERTIFICATE OF MERGER
OF
PLUM CREEK LAND COMPANY
A DELAWARE CORPORATION

WITH AND INTO

PLUM CREEK MARKETING, INC.
A DELAWARE CORPORATION

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Plum Creek Marketing, Inc., a Delaware corporation (the "Surviving Company")

SECOND: The name of the corporation being merged into the Surviving Company is Plum Creek Land Company, a Delaware corporation (the "Disappearing Company").

THIRD: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each the Surviving Company and the Disappearing Company.

FOURTH: The Certificate of Incorporation of the Surviving Company shall be its Certificate of Incorporation.

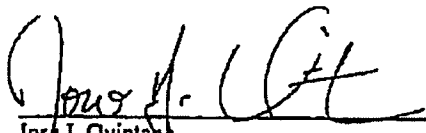
FIFTH: This Certificate of Merger shall be effective on December 31, 2016 at 11:00 am ET.

SIXTH: The Agreement and Plan of Merger is on file at the place of business of the Surviving Company, which principal address is: Plum Creek Marketing, Inc., 220 Occidental Avenue South, Seattle, Washington 98104.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Company on request, without cost, to any stockholder or any person holding an interest in either of the companies that are parties to this merger

Dated December 27, 2016.

PLUM CREEK MARKETING, INC.,
a Delaware corporation

By: 
José J. Quintana
Senior Legal Counsel and Assistant Secretary

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PLUM CREEK MARKETING, INC.", A DELAWARE CORPORATION, WITH AND INTO "PLUM CREEK MANUFACTURING HOLDING COMPANY, INC." UNDER THE NAME OF "PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2016, AT 8:14 O' CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2016.



3015043 8100M
SR# 20167361340

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203619383
Date: 12-30-16

**CERTIFICATE OF MERGER
OF
PLUM CREEK MARKETING, INC.,
A DELAWARE CORPORATION**

WITH AND INTO

**PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.
A DELAWARE CORPORATION**

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Plum Creek Manufacturing Holding Company, Inc., a Delaware corporation (the "Surviving Company")

SECOND: The name of the corporation being merged into the Surviving Company is Plum Creek Marketing, Inc., a Delaware corporation (the "Disappearing Company").

THIRD: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each the Surviving Company and the Disappearing Company.

FOURTH: The Certificate of Incorporation of the Surviving Company shall be its Certificate of Incorporation.

FIFTH: This Certificate of Merger shall be effective on December 31, 2016.

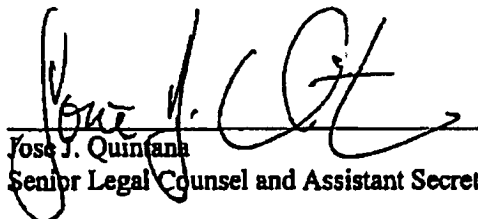
SIXTH: The Agreement and Plan of Merger is on file at the place of business of the Surviving Company, which principal address is: Plum Creek Manufacturing Holding Company, Inc., 220 Occidental Avenue South, Seattle, Washington 98104.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Company on request, without cost, to any stockholder or any person holding an interest in either of the companies that are parties to this merger

Dated: December 27, 2016

**PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.,
a Delaware corporation**

By:


Jose J. Quintana
Senior Legal Counsel and Assistant Secretary

UNITED STATES OF AMERICA

The State of Washington



Secretary of State

CERTIFICATE OF MERGER

I, Kim Wyman, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

WEYERHAEUSER NR COMPANY

WA Profit Corporation
UBI: 602-865-829
Filing Date: December 30, 2016
Effective Date: December 31, 2016

Merging Entities:

Not Qualified in WA PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 12/30/2016

FILED

DEC 29 2016

CERTIFICATE OF MERGER OF

WA SECRETARY OF STATE
**PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.,
 A DELAWARE CORPORATION**

WITH AND INTO

**WEYERHAEUSER NR COMPANY,
 A WASHINGTON CORPORATION**

In accordance with Section 252(c) of the Delaware General Corporation Law (the "DGCL"), Weyerhaeuser NR Company ("WNR"), a Washington corporation, having approved a plan and agreement of merger in accordance with the DGCL and the Revised Code of Washington ("RCW"), does hereby certify the following:

FIRST: The names and states of formation of the constituent entities to the Merger (the "Constituent Companies") are as follows:

<u>Name</u>	<u>State of Formation</u>
Plum Creek Manufacturing Holding Company, Inc.	Delaware
Weyerhaeuser NR Company	Washington

SECOND: A Plan and Agreement of Merger, effective as of December 31, 2016 (the "Agreement"), among the Constituent Companies has been approved, adopted, executed and acknowledged by each of the Constituent Companies.

THIRD: The name of the surviving entity shall be Weyerhaeuser NR Company, a Washington corporation (the "Surviving Corporation").

FOURTH: The Articles of Incorporation of the Surviving Corporation shall be its Articles of Incorporation.

FIFTH: The executed Agreement is on file at the principal place of business of the Surviving Corporation. The address of the principal place of business of the Surviving Corporation 220 Occidental Avenue South, Seattle, Washington 98104.

SIXTH: A copy of the Agreement will be furnished by the Surviving Corporation, on request and without cost, to any member of the Disappearing Company or any person holding an interest in either of the companies that are parties to this merger.

SEVENTH: The Merger shall be effective on December 31, 2016.

EIGHTH: The Surviving Corporation agrees that it may be served with process in the State of Delaware in any action, suit, or proceeding for enforcement of any obligation of any Constituent Company or of any obligation of the Surviving Corporation arising from this merger,

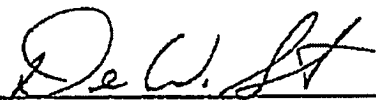
including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the Surviving Corporation at 220 Occidental Avenue South, Seattle, Washington 98104.

[Signature page to follow]

IN WITNESS WHEREOF, said Surviving Corporation has caused this certificate to be signed by an authorized officer, the 27 day of December, 2016.

WEYERHAEUSER NR COMPANY,
a Washington corporation

By:



Devin W. Stockfish
Senior Vice President, General Counsel
and Secretary

**ARTICLES OF MERGER OF
PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.,
A DELAWARE CORPORATION**

WITH AND INTO

**WEYERHAEUSER NR COMPANY,
A WASHINGTON CORPORATION**

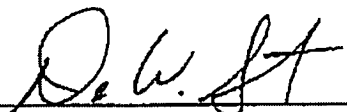
Pursuant to RCW § 23B.11.050, the undersigned officer of Weyerhaeuser NR Company (the "Company") hereby certifies as follows:

- FIRST:** The Plan and Agreement of Merger as approved by the directors of each of the Company and Plum Creek Manufacturing Holding Company, Inc. (the "Merging Corporation") is attached hereto as Exhibit A.
- SECOND:** The merger was duly approved by the sole stockholder of the Company pursuant to RCW § 23B.07.040 and RCW §23B.11.030, and there are no non-consenting stockholders.
- THIRD:** The merger was duly approved by the sole stockholder of the Merging Corporation pursuant to Title 8, Section 252 of the Delaware General Corporation Law.
- FOURTH:** The merger of the Merging Corporation with and into the Company shall be effective on December 31, 2016.

[Signature Page to follow]

IN WITNESS WHEREOF, these articles are signed this 27 day of December, 2016.

WEYERHAEUSER NR COMPANY,
a Washington corporation

By: 
Devin W. Stockfish
Senior Vice President, General Counsel
and Secretary

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement"), effective as of December 31, 2016, by and between PLUM CREEK MANUFACTURING HOLDING COMPANY, INC., a Delaware corporation ("PCMHC") and WEYERHAEUSER NR COMPANY, a Washington corporation ("WNR", and, together with PCMHC, the "Constituent Organizations" or the "Parties");

WHEREAS, PCMHC is a corporation organized and existing under the laws of Delaware and WNR is a corporation organized and existing under the laws of Washington; and

WHEREAS, the board of directors and stockholder of the PCMHC and the board of directors and sole stockholder of WNR deem it desirable, upon the terms and subject to the conditions herein stated, that PCMHC be merged with and into WNR and that WNR be the surviving entity.

NOW THEREFORE, the Parties, intending to be legally bound, do hereby agree as follows:

Section 1 Terms of Merger.

1.1 Merger of PCMHC into WNR. At the Effective Date (as defined in Section 2.3), PCMHC shall be merged with and into WNR, and WNR shall be the surviving entity (the "Surviving Corporation").

1.2 Name. Following the merger, the name of the Surviving Corporation shall be Weyerhaeuser NR Company.

1.3 Ownership Interests. Upon the Effective Date, all common stock of PCMHC issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holders thereof, be automatically canceled and retired and shall cease to exist, and no cash or other consideration shall be delivered in exchange therefore. At the Effective Date, each holder of any common stock in PCMHC shall cease to have any rights with respect thereto.

1.4 Rights and Liabilities of WNR. At and after the Effective Date, WNR, as the Surviving Corporation, shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises, both public and private, all of the property, real and personal of each of PCMHC and WNR; all debts due PCMHC shall be vested in WNR, as the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of PCMHC or WNR shall be as effectively the property of WNR, as the Surviving Corporation, as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise of PCMHC shall not revert or be in any way impaired by reason of the merger, but shall be vested in WNR, as the Surviving Corporation; all rights of creditors and all liens upon any property of either of WNR or PCMHC shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Date; all debts,

liabilities and duties of PCMHC or WNR shall attach to WNR, as the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and WNR as the Surviving Corporation, shall indemnify and hold harmless the officers, directors and/or managing director of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

Section 2 Closing.

2.1 Closing Date. The closing of the merger contemplated hereby (the "Closing") shall occur on December 31, 2016 (the "Closing Date").

2.2 Actions at Closing. On the Closing Date, the Constituent Organizations shall cause Articles of Merger in the form of Exhibit A attached hereto (the "Articles of Merger") to be filed with the Corporations and Charities Division of the State of Washington and a Certificate of Merger in the form of Exhibit B attached hereto (the "Certificate of Merger") to be filed with the Secretary of State of the State of Delaware.

2.3 Effective Date. The merger shall become effective on December 31, 2016 (the "Effective Date").

Section 3 Articles of Incorporation; Bylaws.

3.1 Articles of Incorporation. From and after the Effective Date, until further amended as provided by law, the Articles of Incorporation of WNR shall be the Articles of Incorporation of the Surviving Corporation.

3.2. Bylaws. From and after the Effective Date, until further amended as provided by law, the bylaws of WNR shall be the bylaws of the Surviving Corporation.

Section 4 Miscellaneous.

4.1 Entire Agreement. This Agreement constitutes the complete agreement of the Constituent Organizations with respect to the subject matter hereof and supersedes all prior agreements, discussions and understandings with respect thereto.

4.2 Governing Law. This Agreement shall be governed by the laws of the State of Washington, without regard to the conflict of laws provisions thereof.

4.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. No party may assign its rights or obligations hereunder to any other person without the prior written consent of the other party.

4.4 Further Assurances. If at any time prior to the Effective Date WNR shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to WNR any right, title, or interest of Disappearing Company held immediately prior to the Effective Date, Disappearing

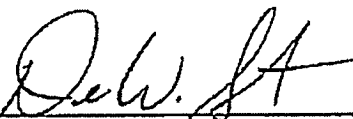
Company and its proper members/officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title or interest in WNR as shall be necessary to carry out the purposes of this Agreement, and PCMHC and the proper officers and directors thereof are fully authorized to take any and all such action in the name of PCMHC or otherwise.

4.5 Counterparts. This Agreement may be executed in counterparts, all of which together shall evidence a single agreement.

[Signature Page Follows]

The parties hereto have duly executed and delivered this AGREEMENT AND PLAN OF MERGER as of December 27, 2016.

PLUM CREEK MANUFACTURING
HOLDING COMPANY, INC.:

By: 
Devin W. Stockfish
Senior Vice President, General
Counsel and Secretary

SURVIVING COMPANY:

WEYEHAEUSER NR COMPANY,
a Washington corporation

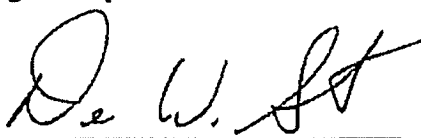
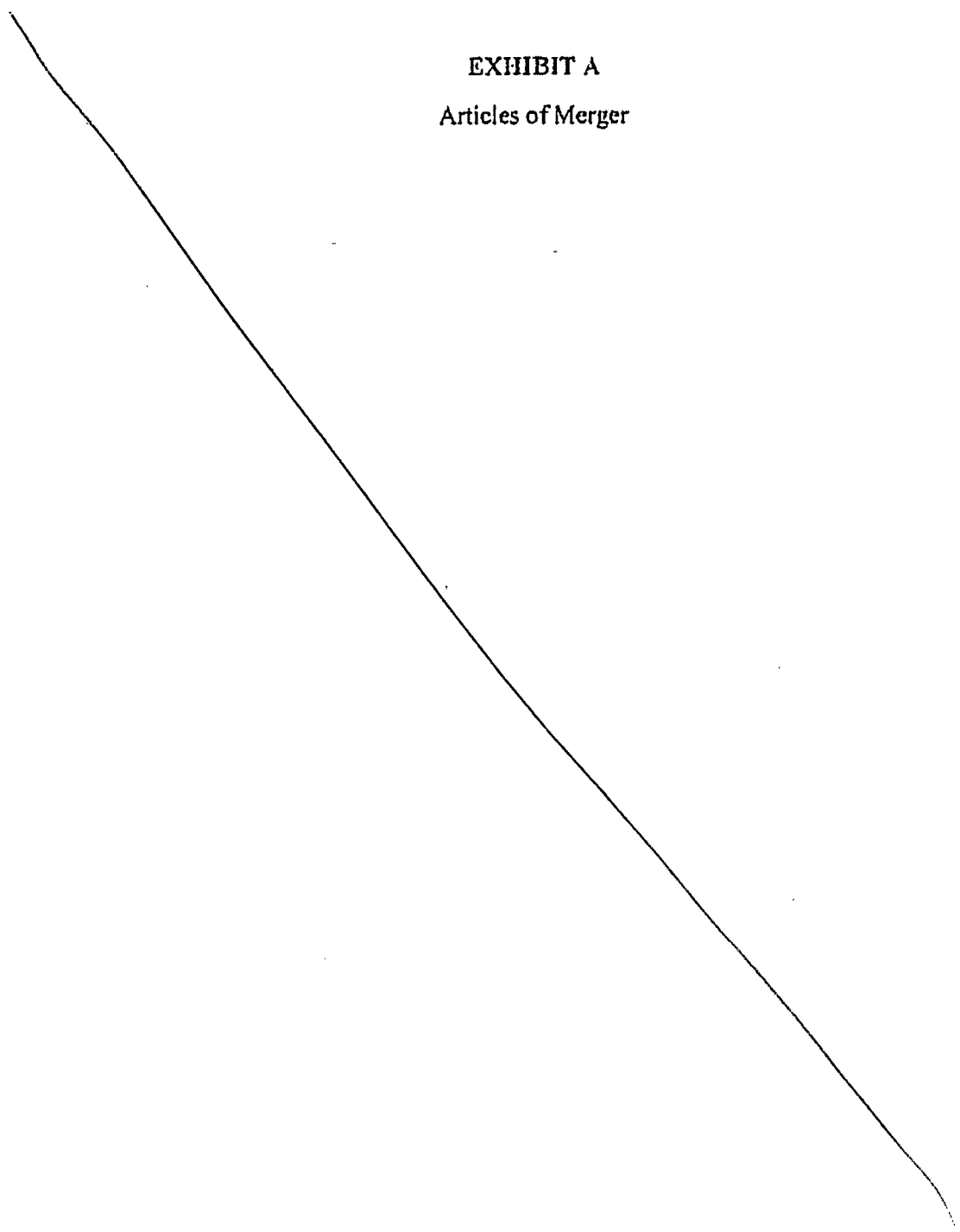
By: 
Devin W. Stockfish
Senior Vice President, General
Counsel und Secretary

EXHIBIT A
Articles of Merger



ARTICLES OF MERGER OF
PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.,
A DELAWARE CORPORATION

WITH AND INTO

WEYERHAEUSER NR COMPANY,
A WASHINGTON CORPORATION

Pursuant to RCW § 23B.11.050, the undersigned officer of Weyerhaeuser NR Company (the "Company") hereby certifies as follows:

- FIRST: The Plan and Agreement of Merger as approved by the directors of each of the Company and Plum Creek Manufacturing Holding Company, Inc. (the "Merging Corporation") is attached hereto as Exhibit A.
- SECOND: The merger was duly approved by the sole stockholder of the Company pursuant to RCW § 23B.07.040 and RCW §23B.11.030, and there are no non-consenting stockholders.
- THIRD: The merger was duly approved by the sole stockholder of the Merging Corporation pursuant to Title 8, Section 252 of the Delaware General Corporation Law.
- FOURTH: The merger of the Merging Corporation with and into the Company shall be effective on December 31, 2016.

[Signature Page to follow]

IN WITNESS WHEREOF, these articles are signed this ____ day of December, 2016.

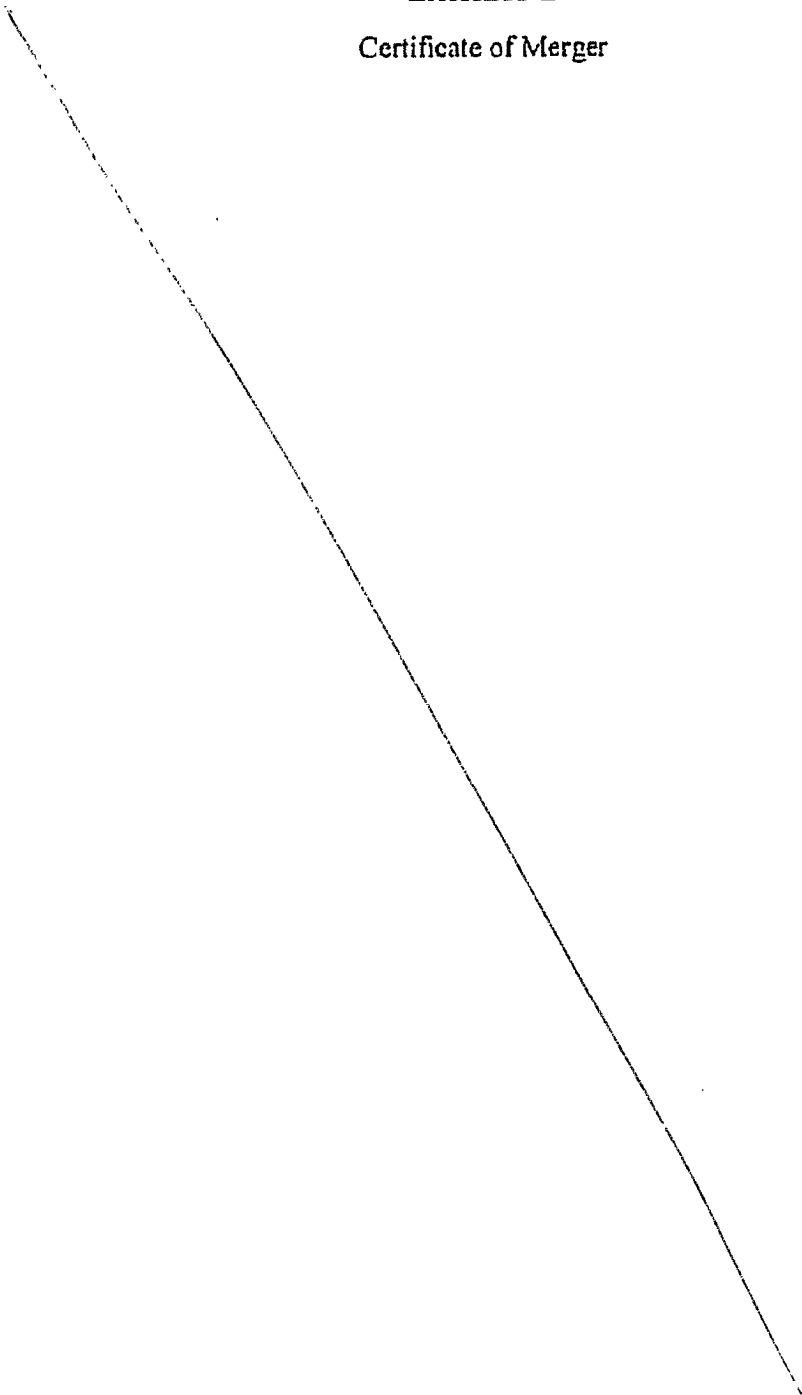
WEYERHAEUSER NR COMPANY,
a Washington corporation

By:

Devin W. Stockfish
Senior Vice President, General Counsel
and Secretary

EXHIBIT B

Certificate of Merger



**CERTIFICATE OF MERGER OF
 PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.,
 A DELAWARE CORPORATION**

WITH AND INTO

**WEYERHAEUSER NR COMPANY,
 A WASHINGTON CORPORATION**

In accordance with Section 252(c) of the Delaware General Corporation Law (the "DGCL"), Weyerhaeuser NR Company ("WNR"), a Washington corporation, having approved a plan and agreement of merger in accordance with the DGCL and the Revised Code of Washington ("RCW"), does hereby certify the following:

FIRST: The names and states of formation of the constituent entities to the Merger (the "Constituent Companies") are as follows:

<u>Name</u>	<u>State of Formation</u>
Plum Creek Manufacturing Holding Company, Inc.	Delaware
Weyerhaeuser NR Company	Washington

SECOND: A Plan and Agreement of Merger, effective as of December 31, 2016 (the "Agreement"), among the Constituent Companies has been approved, adopted, executed and acknowledged by each of the Constituent Companies.

THIRD: The name of the surviving entity shall be Weyerhaeuser NR Company, a Washington corporation (the "Surviving Corporation").

FOURTH: The Articles of Incorporation of the Surviving Corporation shall be its Articles of Incorporation.

FIFTH: The executed Agreement is on file at the principal place of business of the Surviving Corporation. The address of the principal place of business of the Surviving Corporation 220 Occidental Avenue South, Seattle, Washington 98104.

SIXTH: A copy of the Agreement will be furnished by the Surviving Corporation, on request and without cost, to any member of the Disappearing Company or any person holding an interest in either of the companies that are parties to this merger.

SEVENTH: The Merger shall be effective on December 31, 2016.

EIGHTH: The Surviving Corporation agrees that it may be served with process in the State of Delaware in any action, suit, or proceeding for enforcement of any obligation of any Constituent Company or of any obligation of the Surviving Corporation arising from this merger,

including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the Surviving Corporation at 220 Occidental Avenue South, Seattle, Washington 98104.

[Signature page to follow]

IN WITNESS WHEREOF, said Surviving Corporation has caused this certificate to be signed by an authorized officer, the _____ day of December, 2016.

WEYERHAEUSER NR COMPANY,
a Washington corporation

By: _____
Devin W. Stockfish
Senior Vice President, General Counsel
and Secretary

Note: Form SS-4 begins on the next page of this document.

Attention
Limit of one (1) Employer Identification Number (EIN)
Issuance per Business Day

Effective May 21, 2012, to ensure fair and equitable treatment for all taxpayers, the Internal Revenue Service (IRS) will limit Employer Identification Number (EIN) issuance to one per responsible party per day. For trusts, the limitation is applied to the grantor, owner, or trustor. For estates, the limitation is applied to the decedent (decedent estate) or the debtor (bankruptcy estate). This limitation is applicable to all requests for EINs whether online or by phone, fax or mail. We apologize for any inconvenience this may cause.

Change to Where to File Address and Fax-TIN Number

There is a change to the Instructions for Form SS-4 (Rev. January 2011). On page 2, under the "Where to File or Fax" table, the address and Fax-TIN number have changed. If you are applying for an Employer Identification Number (EIN), and you have no legal residence, principal place of business, or principal office or agency in any state or the District of Columbia, file or fax your application to:

Internal Revenue Service Center
Attn: EIN International Operation
Cincinnati, OH 45999
Fax-TIN: 859-669-5987

This change will be included in the next revision of the Instructions for Form SS-4.

Exhibit B-6
Piscataquis County Affidavit of Title – Weyerhaeuser NR Company

See attached Affidavit of Title dated February 1, 2017 and recorded in the Piscataquis County Registry of Deeds in Book 2477, Page 274.

AFFIDAVIT OF TITLE

I, Charles M. Katz-Leavy, being duly sworn, depose and say as follows:

WHEREAS, I am an attorney licensed to practice law in the State of Maine, who is over the age of 21 and whose office is located at 10 Free Street in Portland, Maine;

WHEREAS, I have knowledge of Plum Creek Land Company and its affiliated companies and the matters described below; and

WHEREAS, Plum Creek Land Company, a Delaware corporation has been merged with and into Plum Creek Marketing, Inc., a Delaware corporation, as documented by the attached true and correct copy of the Certificate of Merger issued by the State of Delaware Secretary of State's Office, effective December 31, 2016 and the Certificate of Merger made by Plum Creek Marketing, Inc., dated December 27, 2016.

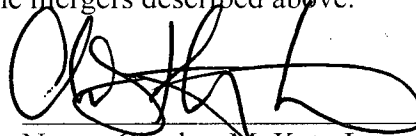
WHEREAS, Plum Creek Marketing, Inc., a Delaware corporation, has been merged with and into Plum Creek Manufacturing Holding Company, Inc., a Delaware corporation, as documented by the attached true and correct copy of the Certificate of Merger issued by the State of Delaware Secretary of State's Office, effective December 31, 2016 and the Certificate of Merger made by Plum Creek Manufacturing Holding Company, Inc., dated December 27, 2016; and

WHEREAS, Plum Creek Manufacturing Holding Company, a Delaware corporation, has been merged with and into Weyerhaeuser NR Company, a Washington corporation, as documented by the attached true and correct copy of the Certificate of Merger issued by the State of Washington's Secretary of State's Office, effective December 31, 2016,, and the attached Certificate of Merger made by Weyerhaeuser NR Company, dated December 27, 2016,

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that,

Weyerhaeuser NR Company is the surviving entity after the mergers described above.

DATED: February 1, 2017



Name: Charles M. Katz-Leavy
Attorney-at-Law

Exhibit B-6 to Zoning Petition

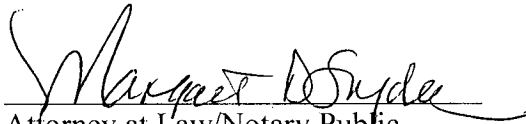
Bk: 2477 Pg: 275

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

February 1, 2017

Then personally appeared the above named **Charles M. Katz-Leavy** and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Attorney at Law/Notary Public

Print Name:

Margaret D. Snyder

My Commission Expires:

Notary Public, Maine

My Commission Expires March 23, 2023

Delaware
The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PLUM CREEK LAND COMPANY", A DELAWARE CORPORATION,

WITH AND INTO "PLUM CREEK MARKETING, INC." UNDER THE NAME OF "PLUM CREEK MARKETING, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2016, AT 8:37 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2016 AT 11 O'CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

2193186 8100M
SR# 20167361383

Authentication: 203619397
Date: 12-30-16

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:35 PM 12/27/2016
FILED 08:37 PM 12/27/2016
SR 20167284901 - File Number 2193186

CERTIFICATE OF MERGER
OF
PLUM CREEK LAND COMPANY
A DELAWARE CORPORATION

WITH AND INTO

PLUM CREEK MARKETING, INC.
A DELAWARE CORPORATION

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Plum Creek Marketing, Inc., a Delaware corporation (the "Surviving Company")

SECOND: The name of the corporation being merged into the Surviving Company is Plum Creek Land Company, a Delaware corporation (the "Disappearing Company").

THIRD: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each the Surviving Company and the Disappearing Company.

FOURTH: The Certificate of Incorporation of the Surviving Company shall be its Certificate of Incorporation.

FIFTH: This Certificate of Merger shall be effective on December 31, 2016 at 11:00 am ET.

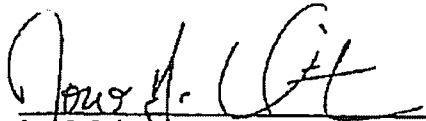
SIXTH: The Agreement and Plan of Merger is on file at the place of business of the Surviving Company, which principal address is: Plum Creek Marketing, Inc., 220 Occidental Avenue South, Seattle, Washington 98104.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Company on request, without cost, to any stockholder or any person holding an interest in either of the companies that are parties to this merger

Dated December 27, 2016.

PLUM CREEK MARKETING, INC.,
a Delaware corporation

By:



Jose J. Quintana
Senior Legal Counsel and Assistant Secretary

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PLUM CREEK MARKETING, INC.", A DELAWARE CORPORATION, WITH AND INTO "PLUM CREEK MANUFACTURING HOLDING COMPANY, INC." UNDER THE NAME OF "PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2016, AT 8:14 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2016.




Jeffrey W. Bullock, Secretary of State

3015043 8100M
SR# 20167361340

Authentication: 203619383
Date: 12-30-16

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF MERGER
OF
PLUM CREEK MARKETING, INC.,
A DELAWARE CORPORATION

WITH AND INTO

PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.
A DELAWARE CORPORATION

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Plum Creek Manufacturing Holding Company, Inc., a Delaware corporation (the "Surviving Company")

SECOND: The name of the corporation being merged into the Surviving Company is Plum Creek Marketing, Inc., a Delaware corporation (the "Disappearing Company").

THIRD: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each the Surviving Company and the Disappearing Company.

FOURTH: The Certificate of Incorporation of the Surviving Company shall be its Certificate of Incorporation.

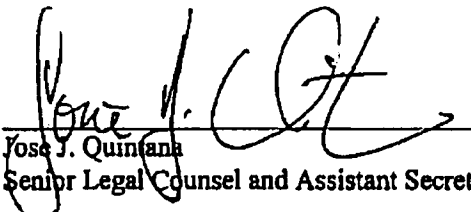
FIFTH: This Certificate of Merger shall be effective on December 31, 2016.

SIXTH: The Agreement and Plan of Merger is on file at the place of business of the Surviving Company, which principal address is: Plum Creek Manufacturing Holding Company, Inc., 220 Occidental Avenue South, Seattle, Washington 98104.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Company on request, without cost, to any stockholder or any person holding an interest in either of the companies that are parties to this merger

Dated: December 27, 2016

PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.,
a Delaware corporation

By: 
Jose J. Quintana
Senior Legal Counsel and Assistant Secretary

UNITED STATES OF AMERICA

The State of Washington



Secretary of State

CERTIFICATE OF MERGER

I, Kim Wyman, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

WEYERHAEUSER NR COMPANY

WA Profit Corporation
UBI: 602-865-829
Filing Date: December 30, 2016
Effective Date: December 31, 2016

Merging Entities:

Not Qualified in WA PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 12/30/2016

FILED

DEC 29 2016

CERTIFICATE OF MERGER OF

**PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.,
A DELAWARE CORPORATION**

WA SECRETARY OF STATE

WITH AND INTO

**WEYERHAEUSER NR COMPANY,
A WASHINGTON CORPORATION**

In accordance with Section 252(c) of the Delaware General Corporation Law (the "DGCL"), Weyerhaeuser NR Company ("WNR"), a Washington corporation, having approved a plan and agreement of merger in accordance with the DGCL and the Revised Code of Washington ("RCW"), does hereby certify the following:

FIRST: The names and states of formation of the constituent entities to the Merger (the "Constituent Companies") are as follows:

<u>Name</u>	<u>State of Formation</u>
Plum Creek Manufacturing Holding Company, Inc.	Delaware
Weyerhaeuser NR Company	Washington

SECOND: A Plan and Agreement of Merger, effective as of December 31, 2016 (the "Agreement"), among the Constituent Companies has been approved, adopted, executed and acknowledged by each of the Constituent Companies.

THIRD: The name of the surviving entity shall be Weyerhaeuser NR Company, a Washington corporation (the "Surviving Corporation").

FOURTH: The Articles of Incorporation of the Surviving Corporation shall be its Articles of Incorporation.

FIFTH: The executed Agreement is on file at the principal place of business of the Surviving Corporation. The address of the principal place of business of the Surviving Corporation 220 Occidental Avenue South, Seattle, Washington 98104.

SIXTH: A copy of the Agreement will be furnished by the Surviving Corporation, on request and without cost, to any member of the Disappearing Company or any person holding an interest in either of the companies that are parties to this merger.

SEVENTH: The Merger shall be effective on December 31, 2016.

EIGHTH: The Surviving Corporation agrees that it may be served with process in the State of Delaware in any action, suit, or proceeding for enforcement of any obligation of any Constituent Company or of any obligation of the Surviving Corporation arising from this merger,

including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the Surviving Corporation at 220 Occidental Avenue South, Seattle, Washington 98104.

[Signature page to follow]


Exhibit B-6 to Zoning Petition

Bk: 2477 Pg: 283

IN WITNESS WHEREOF, said Surviving Corporation has caused this certificate to be signed by an authorized officer, the 27 day of December, 2016.

WEYERHAEUSER NR COMPANY,
a Washington corporation

By:



Devin W. Stockfish
Senior Vice President, General Counsel
and Secretary

ARTICLES OF MERGER OF
PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.,
A DELAWARE CORPORATION

WITH AND INTO

WEYERHAEUSER NR COMPANY,
A WASHINGTON CORPORATION

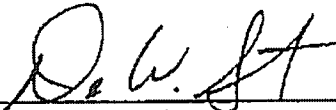
Pursuant to RCW § 23B.11.050, the undersigned officer of Weyerhaeuser NR Company (the "Company") hereby certifies as follows:

- FIRST: The Plan and Agreement of Merger as approved by the directors of each of the Company and Plum Creek Manufacturing Holding Company, Inc. (the "Merging Corporation") is attached hereto as Exhibit A.
- SECOND: The merger was duly approved by the sole stockholder of the Company pursuant to RCW § 23B.07.040 and RCW §23B.11.030, and there are no non-consenting stockholders.
- THIRD: The merger was duly approved by the sole stockholder of the Merging Corporation pursuant to Title 8, Section 252 of the Delaware General Corporation Law.
- FOURTH: The merger of the Merging Corporation with and into the Company shall be effective on December 31, 2016.

[Signature Page to follow]

IN WITNESS WHEREOF, these articles are signed this 27 day of December, 2016.

WEYERHAEUSER NR COMPANY,
a Washington corporation

By: 
Devin W. Stockfish
Senior Vice President, General Counsel
and Secretary

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement"), effective as of December 31, 2016, by and between PLUM CREEK MANUFACTURING HOLDING COMPANY, INC., a Delaware corporation ("PCMHC") and WEYERHAEUSER NR COMPANY, a Washington corporation ("WNR", and, together with PCMHC, the "Constituent Organizations" or the "Parties");

WHEREAS, PCMHC is a corporation organized and existing under the laws of Delaware and WNR is a corporation organized and existing under the laws of Washington; and

WHEREAS, the board of directors and stockholder of the PCMHC and the board of directors and sole stockholder of WNR deem it desirable, upon the terms and subject to the conditions herein stated, that PCMHC be merged with and into WNR and that WNR be the surviving entity.

NOW THEREFORE, the Parties, intending to be legally bound, do hereby agree as follows:

Section 1 Terms of Merger.

1.1 Merger of PCMHC into WNR. At the Effective Date (as defined in Section 2.3), PCMHC shall be merged with and into WNR, and WNR shall be the surviving entity (the "Surviving Corporation").

1.2 Name. Following the merger, the name of the Surviving Corporation shall be Weyerhaeuser NR Company.

1.3 Ownership Interests. Upon the Effective Date, all common stock of PCMHC issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holders thereof, be automatically canceled and retired and shall cease to exist, and no cash or other consideration shall be delivered in exchange therefore. At the Effective Date, each holder of any common stock in PCMHC shall cease to have any rights with respect thereto.

1.4 Rights and Liabilities of WNR. At and after the Effective Date, WNR, as the Surviving Corporation, shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises, both public and private, all of the property, real and personal of each of PCMHC and WNR; all debts due PCMHC shall be vested in WNR, as the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of PCMHC or WNR shall be as effectively the property of WNR, as the Surviving Corporation, as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise of PCMHC shall not revert or be in any way impaired by reason of the merger, but shall be vested in WNR, as the Surviving Corporation; all rights of creditors and all liens upon any property of either of WNR or PCMHC shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Date; all debts,

liabilities and duties of PCMHC or WNR shall attach to WNR, as the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and WNR as the Surviving Corporation, shall indemnify and hold harmless the officers, directors and/or managing director of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

Section 2 Closing.

2.1 Closing Date. The closing of the merger contemplated hereby (the "Closing") shall occur on December 31, 2016 (the "Closing Date").

2.2 Actions at Closing. On the Closing Date, the Constituent Organizations shall cause Articles of Merger in the form of Exhibit A attached hereto (the "Articles of Merger") to be filed with the Corporations and Charities Division of the State of Washington and a Certificate of Merger in the form of Exhibit B attached hereto (the "Certificate of Merger") to be filed with the Secretary of State of the State of Delaware.

2.3 Effective Date. The merger shall become effective on December 31, 2016 (the "Effective Date").

Section 3 Articles of Incorporation; Bylaws.

3.1 Articles of Incorporation. From and after the Effective Date, until further amended as provided by law, the Articles of Incorporation of WNR shall be the Articles of Incorporation of the Surviving Corporation.

3.2 Bylaws. From and after the Effective Date, until further amended as provided by law, the bylaws of WNR shall be the bylaws of the Surviving Corporation.

Section 4 Miscellaneous.

4.1 Entire Agreement. This Agreement constitutes the complete agreement of the Constituent Organizations with respect to the subject matter hereof and supersedes all prior agreements, discussions and understandings with respect thereto.

4.2 Governing Law. This Agreement shall be governed by the laws of the State of Washington, without regard to the conflict of laws provisions thereof.

4.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. No party may assign its rights or obligations hereunder to any other person without the prior written consent of the other party.

4.4 Further Assurances. If at any time prior to the Effective Date WNR shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to WNR any right, title, or interest of Disappearing Company held immediately prior to the Effective Date, Disappearing

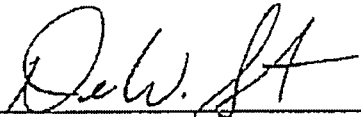
Company and its proper members/officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title or interest in WNR as shall be necessary to carry out the purposes of this Agreement, and PCMHC and the proper officers and directors thereof are fully authorized to take any and all such action in the name of PCMHC or otherwise.

4.5 Counterparts. This Agreement may be executed in counterparts, all of which together shall evidence a single agreement.

[Signature Page Follows]

The parties hereto have duly executed and delivered this AGREEMENT AND PLAN OF MERGER as of December 27, 2016.

PLUM CREEK MANUFACTURING
HOLDING COMPANY, INC.:

By: 
Devin W. Stockfish
Senior Vice President, General
Counsel and Secretary

SURVIVING COMPANY:

WEYEHAEUSER NR COMPANY,
a Washington corporation

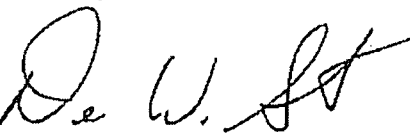
By: 
Devin W. Stockfish
Senior Vice President, General
Counsel and Secretary

EXHIBIT A
Articles of Merger

ARTICLES OF MERGER OF
PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.,
A DELAWARE CORPORATION

WITH AND INTO

WEYERHAEUSER NR COMPANY,
A WASHINGTON CORPORATION

Pursuant to RCW § 23B.11.050, the undersigned officer of Weyerhaeuser NR Company (the "Company") hereby certifies as follows:

- FIRST: The Plan and Agreement of Merger as approved by the directors of each of the Company and Plum Creek Manufacturing Holding Company, Inc. (the "Merging Corporation") is attached hereto as Exhibit A.
- SECOND: The merger was duly approved by the sole stockholder of the Company pursuant to RCW § 23B.07.040 and RCW §23B.11.030, and there are no non-consenting stockholders.
- THIRD: The merger was duly approved by the sole stockholder of the Merging Corporation pursuant to Title 8, Section 252 of the Delaware General Corporation Law.
- FOURTH: The merger of the Merging Corporation with and into the Company shall be effective on December 31, 2016.

[Signature Page to follow]

Exhibit B-6 to Zoning Petition

Bk: 2477 Pg: 292

IN WITNESS WHEREOF, these articles are signed this ____ day of December, 2016.

WEYERHAEUSER NR COMPANY,
a Washington corporation

By:

Devin W. Stockfish
Senior Vice President, General Counsel
and Secretary

EXHIBIT B

Certificate of Merger

CERTIFICATE OF MERGER OF
PLUM CREEK MANUFACTURING HOLDING COMPANY, INC.,
A DELAWARE CORPORATION

WITH AND INTO

WEYERHAEUSER NR COMPANY,
A WASHINGTON CORPORATION

In accordance with Section 252(c) of the Delaware General Corporation Law (the "DGCL"), Weyerhaeuser NR Company ("WNR"), a Washington corporation, having approved a plan and agreement of merger in accordance with the DGCL and the Revised Code of Washington ("RCW"), does hereby certify the following:

FIRST: The names and states of formation of the constituent entities to the Merger (the "Constituent Companies") are as follows:

<u>Name</u>	<u>State of Formation</u>
Plum Creek Manufacturing Holding Company, Inc.	Delaware
Weyerhaeuser NR Company	Washington

SECOND: A Plan and Agreement of Merger, effective as of December 31, 2016 (the "Agreement"), among the Constituent Companies has been approved, adopted, executed and acknowledged by each of the Constituent Companies.

THIRD: The name of the surviving entity shall be Weyerhaeuser NR Company, a Washington corporation (the "Surviving Corporation").

FOURTH: The Articles of Incorporation of the Surviving Corporation shall be its Articles of Incorporation.

FIFTH: The executed Agreement is on file at the principal place of business of the Surviving Corporation. The address of the principal place of business of the Surviving Corporation 220 Occidental Avenue South, Seattle, Washington 98104.

SIXTH: A copy of the Agreement will be furnished by the Surviving Corporation, on request and without cost, to any member of the Disappearing Company or any person holding an interest in either of the companies that are parties to this merger.

SEVENTH: The Merger shall be effective on December 31, 2016.

EIGHTH: The Surviving Corporation agrees that it may be served with process in the State of Delaware in any action, suit, or proceeding for enforcement of any obligation of any Constituent Company or of any obligation of the Surviving Corporation arising from this merger,

Exhibit B-6 to Zoning Petition

Bk: 2477 Pg: 295

including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the Surviving Corporation at 220 Occidental Avenue South, Seattle, Washington 98104.

[Signature page to follow]

Exhibit B-6 to Zoning Petition

Bk: 2477 Pg: 296

IN WITNESS WHEREOF, said Surviving Corporation has caused this certificate to be signed by an authorized officer, the _____ day of December, 2016.

WEYERHAEUSER NR COMPANY,
a Washington corporation

By:

Devin W. Stockfish
Senior Vice President, General Counsel
and Secretary

Note: Form SS-4 begins on the next page of this document.

Attention
Limit of one (1) Employer Identification Number (EIN)
Issuance per Business Day

Effective May 21, 2012, to ensure fair and equitable treatment for all taxpayers, the Internal Revenue Service (IRS) will limit Employer Identification Number (EIN) issuance to one per responsible party per day. For trusts, the limitation is applied to the grantor, owner, or trustor. For estates, the limitation is applied to the decedent (decedent estate) or the debtor (bankruptcy estate). This limitation is applicable to all requests for EINs whether online or by phone, fax or mail. We apologize for any inconvenience this may cause.

Change to Where to File Address and Fax-TIN Number

There is a change to the Instructions for Form SS-4 (Rev. January 2011). On page 2, under the "Where to File or Fax" table, the address and Fax-TIN number have changed. If you are applying for an Employer Identification Number (EIN), and you have no legal residence, principal place of business, or principal office or agency in any state or the District of Columbia, file or fax your application to:

Internal Revenue Service Center
Attn: EIN International Operation
Cincinnati, OH 45999
Fax-TIN: 859-669-5987

This change will be included in the next revision of the Instructions for Form SS-4.

Piscataquis County
Recorded
Feb 06, 2017 11:10:28A
Linda M. Smith
Register of Deeds

Exhibit B-7
Outsale to Kennebec Water Power Company

See attached Quitclaim Deed from Plum Creek Maine Timberlands, L.L.C. to Kennebec Water Power Company dated August 17, 2011 and recorded in the Somerset County Registry of Deeds in Book 4433, Page 290.

TRANSFER TAX PAID

QUITCLAIM DEED

PLUM CREEK MAINE TIMBERLANDS, L.L.C., a Delaware limited liability company, formerly known as SDW Timber II, L.L.P.C. (the "Grantor") for consideration paid quitclaims to KENNEBEC WATER POWER COMPANY, a Maine corporation ("KWP") (the "Grantee") certain real property located in Somerset County, Maine, adjacent to the East Outlet at Moosehead Lake in Sapling Township (T1R7BKPWKR) consisting of approximately 1.69 acres of upland and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), together with Grantor's rights, title and interest, if any, in and to the land which satisfies all three of the following criteria: (i) it lies below the high water mark of Moosehead Lake (when at the current full pond); (ii) it is adjacent to the Property; and (iii) it lies southerly of the projection southeasterly of the northerly boundary line of the Property to either the thread of the East Outlet or the low water line of Moosehead Lake as either may have existed before Moosehead Lake was enlarged by the placement of a dam and dikes at the East Outlet and the West Outlet (together with the Property the "Premises").

KWP covenants and agrees by acceptance of this Deed on behalf of itself, its successors and assigns, that the Premises shall not be used for residential or commercial development. Grantor and Grantee both acknowledge, however, that the Premises may be used for hydro or water storage project related purposes, including by way of illustration, the operation, maintenance and reconstruction of the dam or related dikes at the East Outlet of Moosehead Lake and including the installation, maintenance, replacement and repair of a storage shed or sheds and the storage of boats and equipment used in connection with dam operations. The foregoing covenant is intended to run with and burden the Premises for the benefit of the adjacent land of Grantor on the shore of Moosehead Lake.

IN WITNESS WHEREOF, PLUM CREEK MAINE TIMBERLANDS, L.L.C. has caused this deed to be executed by Tom Lindqvist, its ERP and COO, thereunto duly authorized as of this 17th day of August, 2011.

GRANTOR:
PLUM CREEK MAINE TIMBERLANDS, L.L.C.

By: TM Lindqvist
Name: Tom Lindqvist
Title: EVP and COO

Signed, sealed and delivered
in the presence of:

[Signature]

STATE OF WASHINGTON)
COUNTY OF KING) ss:

On this 17th day of August, 2011, before me personally appeared Tom Lindqvist, to me known to be the EVP and COO of Plum Creek Maine Timberlands, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the limited liability company and that the seal affixed is the seal of said limited liability company.

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

David J. Sprinkle
Notary Public in and for the David J. Sprinkle
State of Washington
Residing at Shoreline, WA
My Commission Expires 1/26/2013
Printed Name: David J. Sprinkle

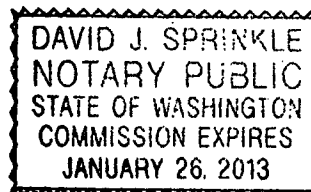


EXHIBIT A

A certain lot or parcel of land situated on the westerly shore of Moosehead Lake in the Township of Sapling, County of Somerset and State of Maine, bounded and described as follows, to wit:

Beginning at a point marked by a 5" x 7" granite monument in the southerly line of land conveyed to Plum Creek Maine Timberlands, L.L.C. by deed from S.D. Warren Company dated November 5, 1998, recorded in the Somerset County Registry of Deeds in Book 2490 Page 326 being the northeast corner of land of Kennebec Water Power Company, reference a deed conveyed to Kennebec Log Driving Company dated October 28, 1922, recorded in the Somerset County Registry of Deeds in Book 371 Page 375 and being the northwest corner of the Property;

Thence, easterly on a course of S 73°-34'-22" E through land of said Plum Creek Maine Timberlands, L.L.C. a distance of four hundred twenty-three and sixty-two hundredths (423.62) feet to a point marked by a ¾" capped iron rebar set;

Thence, continuing easterly on the same course of S 73°-34'-22" E a distance of five and sixty-eight hundredths (5.68) feet to an unmonumented point in the high water line of Moosehead Lake being the northeast corner of the Property;

Thence, in a generally southerly, westerly, southerly, northerly and westerly direction along the high water line of Moosehead Lake a distance of seven hundred ninety-five and ninety hundredths (795.90) feet more or less to an unmonumented point (having a shore front chord distance of three hundred eleven and twenty-nine hundredths (311.29) feet on a course of S 48°-33'-47" W) being the southeast corner of land of said Kennebec Water Power Company and being the southwest corner of the Property;

Thence, northerly on a course of N 28°-35'-08" W along the easterly line of land of said Kennebec Water Power Company a distance of three hundred seventy-two and eighty-six hundredths (372.86) feet to the point and place of beginning, the Property containing 1.69 acres of land more or less.

Being one and the same parcel of land specifically excepted from the "Protected Property" in Exhibit A-1 on Pages 25 and 26 of the Moosehead Region Conservation Easement yet to be dated and granted by Plum Creek Maine Timberlands, L.L.C., to the Forest Society of Maine as Holder and to the State of Maine, through the Department of Conservation, Bureau of Parks and Lands as third party.

Bearings are referenced to grid north.

All monumentation noted as ¾" capped iron rebar set are topped with a red plastic cap inscribed S.W. Gould PLS 2318.

Reference can be made to a plat entitled "Boundary Survey Prepared for the Acquisition of Land by: Kennebec Water Power Company", dated July 18, 2010, as prepared by Sackett & Brake Survey, Inc., project number 2005039, job number 2010117, to be recorded in the Somerset County Registry of Deeds.

Received
Recorded Register of Deeds
Aug 29, 2011 03:00P
Somerset County
Diane M Godin

Exhibit B-8
Outsale to AMC Maine Woods, Inc.

See attached Quitclaim Deed With Covenant from Plum Creek Maine Timberlands, L.L.C. to AMC Maine Woods, Inc. dated January 27, 2015 and recorded in the Piscataquis County Registry of Deeds in Book 2349, Page 26

Filed for record at the request of
and after recording, return to:
Attn.: Brian C. Browne
Jensen Baird Gardner & Henry
P.O. Box 4510
Portland, ME 04112
File No. 560-5.06-5680A

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that PLUM CREEK MAINE TIMBERLANDS, L.L.C., a limited liability company, organized and existing under the laws of the State of Delaware, formerly known as SDW Timber II, LLC, and having an address of 601 Union Street, Suite 3100, Seattle, Washington 98101 ("Grantor"), for consideration paid, GRANTS to AMC MAINE WOODS, INC., whose address is c/o Appalachian Mountain Club, 5 Joy Street, Boston, MA 02108 ("Grantee"), with QUITCLAIM COVENANTS, all that certain real estate located in the town of Beaver Cove, Piscataquis County, State of Maine, which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Property").

By acceptance of this deed, Grantee, on behalf of Grantee, Grantee's heirs, successors and assigns, hereby agrees that the Property is merged into Grantee's adjacent ownership, which is more particularly described on **Exhibit "B"** attached hereto and made a part hereof ("Adjacent Property") (the Property together with the Adjacent Property shall hereinafter be referred to as the "Merged Property"), and covenants that the Merged Property shall not be subdivided, leased or sold, or offered to be subdivided, leased or sold, into any number of parcels less than the whole for a minimum of five (5) years from the date this deed is recorded. This covenant shall run with the Property for such five (5) year period.

GRANTOR RESERVES to itself and EXCEPTS from the conveyance of the Property, particular rights with quantified limits allocated to Grantor in that certain Moosehead Region Conservation Easement granted by Grantor to Forest Society of Maine, as Holder, and to State of Maine, through the Department of Conservation, Bureau of Parks and Lands, as Third Party, dated May 14, 2012 and recorded in the public records of Piscataquis County, Maine in Book 2165, Page 1 ("Conservation Easement") listed under Sections 3.C.1.b., 3.C.3, 3.C.6, 3.C.7, and 7.D.3 of the Conservation Easement, related, respectively, to Permitted Construction Materials Removal Activities, Septic Fields, Back Country Huts, Remote Rental Cabins, "towers", and "permitted public purpose transfers", as the same are defined in the Conservation Easement; provided, however, that this reservation and exception does not affect the previous allocation of Back Country Huts made by Grantor to Appalachian Mountain Club personally in that certain Hut Allocation Agreement dated February 25, 2009 memorialized in a Memorandum of Agreement recorded in the Piscataquis County Registry of Deeds in Book 2165, Page 206, which is ratified and confirmed and is unaffected by the foregoing. All capitalized terms in the foregoing paragraph not otherwise defined will have the meanings given to them in the Conservation Easement.

The Property and this conveyance is SUBJECT TO:

ME REAL ESTATE TRANSFER
TAX PAID

- (i) liens for taxes, assessments and other governmental charges which are not yet due and payable;
- (ii) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;
- (iii) any rights of the United States of America, the State in which the Property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes;
- (iv) title to that portion of the Property, if any, lying below the mean high water mark of abutting tidal waters, navigable rivers and/or great ponds;
- (v) all easements and rights-of-way apparent but not of record;
- (vi) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (vii) all encroachments, overlaps, boundary line disputes, shortages in area, persons in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Property; and
- (viii) any loss or claim due to lack of access to any portion of the Property.

AND FURTHER SUBJECT TO:

1. Rights or claims of parties in possession.
2. Environmental protection liens provided for by the following existing state statutes, Title 38 MRSA, Section 1370 (Maine property only).
3. Provisions of the Maine Tree Growth Tax Law, 36 MRSA §571, et seq., and penalties for withdrawal.
4. Provisions of the Commercial Forestry Excise Tax Law, 36 MRSA §2721 through 2727.
5. Rights of upper and lower riparian landowners for the use and the continued flow of the streams, creeks, branches and rivers running over, upon and through the Property, if there be any.
6. Possible effect of easements from J.M. Huber Corporation to Central Maine Power Company dated November 6, 1972 and recorded in Book 407, Page 477 and Book 414, Page 131.

7. Assignment of Rights of Way from Scott Paper Company to J.M. Huber Corporation dated June 19, 1984 and recorded in Book 560, Page 232, which assignment was for an original term of ten years, with an option to extend.
8. Assignment of Rights of Way from J.M. Huber Corporation to Scott Paper Company dated June 19, 1984 and recorded in Book 560, Page 238, which assignment was for an original term of ten years, with an option to extend.
9. Rights of Way Agreement dated 1991 between S. D. Warren Company and J. M. Huber Corporation recorded in Book 822, Page 174.
10. Terms and conditions of a quitclaim Deed from J. M. Huber Corporation to Forest Vision Corporation dated December 13, 1996 and recorded in Book 1062, Page 77, and the Master Form recorded by Forest Vision Corporation dated December 13, 1996 and recorded in Book 1062, Page 78.
11. Terms conditions, covenants, conditions and restrictions imposed by the Moosehead Region Conservation Easement made by and between Plum Creek Maine Timberlands, L.L.C., the Forest Society of Maine and the State of Maine through the Department of Conservation, Bureau of Parks and Lands, dated May 14, 2012 and recorded in in said Registry in Book 2165, Page 1; including, without limitation, that requirement of Section 7.B. of the Moosehead Region Conservation Easement that the Property will permanently remain in conservation ownership and subsequently cannot be reconveyed in a manner that would frustrate and be inconsistent with the said Section 7.B.
12. Terms and conditions of the following three unrecorded instruments that pertain to the assigned and retained rights of Grantor and Grantee with respect to Section 7.D.1 and 7.D.2 of the Conservation Easement, each of which is to be executed of near or even date: (i) Partial Assignment [Donated Lands MOU] between Grantor, Grantee, State of Maine and Forest Society of Maine; (ii) Memorandum of Understanding Between State of Maine and Grantee; and (iii) Partial Assignment [Trails Agreement] between Grantor, Grantee and the State of Maine.
13. Terms and conditions of Easement Deed of Indenture and Easement Agreement dated January 23, 2015 and recorded in Book 2348, Page 92, records of Piscataquis County, Maine.

TO HAVE AND TO HOLD the Property, together with all rights, easements, privileges and appurtenances thereunto belonging, to the Grantee, its successors and assigns, and Grantor covenants to Grantee, its successors and assigns, that it will warrant and forever defend the Property to the said Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, through, or under the Grantor, except those matters which this conveyance was made subject to, as set forth above.

IN WITNESS WHEREOF, PLUM CREEK MAINE TIMBERLANDS, L.L.C. has caused this instrument to be executed on its behalf by its duly authorized undersigned representative, this 27th day of January, 2015.

GRANTOR:

PLUM CREEK MAINE TIMBERLANDS, L.L.C.

Attest:

By Thomas M. Lindquist
Thomas M. Lindquist
President and COO

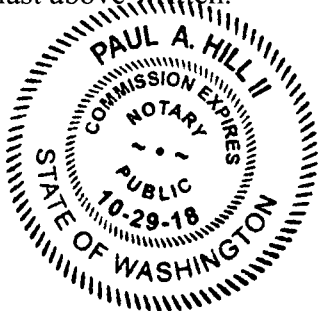
By Elizabeth Bergquist
Elizabeth Bergquist
Director, Law and Assistant Secretary

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 27th day of January, 2015, before me personally appeared Thomas M. Lindquist and Elizabeth Bergquist, to me known to be the President and Chief Operating Officer, and Director, Law and Assistant Secretary, respectively, of Plum Creek Maine Timberlands, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the limited liability company.

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



Paul A. Hill II
Notary Public in and for the
State of Washington
Residing in King County
My Commission Expires: 10/29/2018
Printed Name: Paul A. Hill II

Exhibit "A"

Property Description (Baker Mountain Shelf Tract)

A certain lot or parcel of land located in the Town of Beaver Cove, County of Piscataquis and State of Maine, generally depicted on the map attached hereto as Exhibit A-1, and more particularly bounded and described as follows:

Beginning at a point on the northerly town line of Beaver Cove and the southerly town line of Frenchtown Township where it intersects the westerly sideline of the Baker Mountain Tract, so-called, in said Beaver Cove;

Thence westerly along the northerly town line of Beaver Cove a distance of four thousand feet (4,000');

Thence southerly on a line running parallel with and maintaining a distance of four thousand feet (4,000') from the westerly side line of the said Baker Mountain Tract, to the southerly town line of Beaver Cove and the northerly side line of Bowdoin College West Township;

Thence easterly, along said southerly town line of said Beaver Cove, to the southwesterly corner of the said Baker Mountain Tract;

Thence northerly, along the westerly side line of the said Baker Mountain Tract, so-called, to its point of intersection with the northerly town line of Beaver Cove, and the southerly town line of Frenchtown Township, and the point of beginning.

The Baker Mountain Tract, so-called, that forms the easterly boundary of the premises herein conveyed is more particularly described as:

Beginning at the northerly corner of the premises [Baker Mountain Tract] near a small stream of water at a yellow birch tree marked September 1853 and near several other trees spotted; thence South $76^{\circ} 30'$ East on the northerly line of said tract 3 miles and 70 rods to the northeasterly corner of the premises; thence South $13^{\circ} 30'$ West 1 miles and 41 rods to the southeasterly corner of said premises; thence North 86° West on the southerly line of said tract 3 miles and 82 rods to a fir tree marked September 11 1853 and standing near several other trees marked; thence North $13^{\circ} 30'$ East 1 miles and 298 rods passing over the highest peak of Baker's Mountain to the point of beginning.

For further reference on the Baker Mountain Tract see, for example, deed to Lange Timber LLC dated September 29, 2000 and recorded in the Piscataquis County Registry of Deeds in Book 1279, Page 331.

Meaning and intending to convey a portion of the lands described in deed from John Hancock Life Insurance Company to Plum Creek Maine Timberlands LLC, dated December 15, 2004 and recorded in the Piscataquis County Registry of Deeds in Book 1618, Page 41.

Exhibit A-1

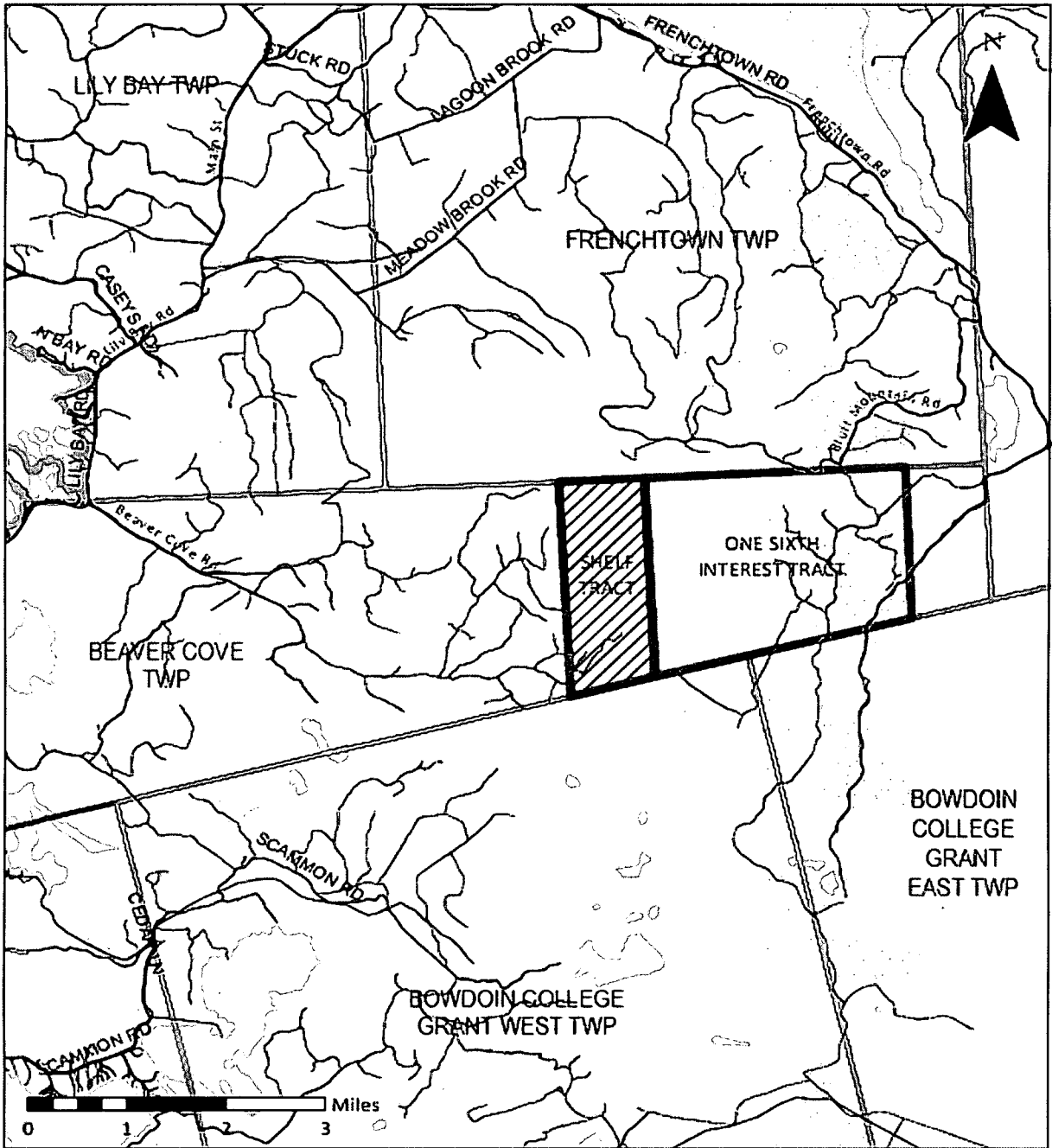


Exhibit "A-1"
Beaver Cove Township
Piscataquis County, ME

 The Property (Shelf Tract)



Plum Creek

Growing Value from Exceptional Resources
GIS Services - PLU/CNR Nov 11, 2014
ShelfTractMap_BeaverCoveTwp_Nov2014.mxd

Exhibit "B"

Adjacent Property (KIW Property owned by AMC MAINE WOODS INC)

All those certain lots or parcels of lands conveyed in and more particularly described in deed from Appalachian Mountain Club to AMC Maine Woods Inc., dated December 20, 2004 and recorded in the Piscataquis County Registry of Deeds in Book 1620, Page 81.

Piscataquis County
Recorded
Feb 03, 2015 11:22:25A
Linda M. Smith
Register of Deeds

Exhibit B-9
Outsale to Scott and Alison Snell

See attached Quitclaim Deed With Covenant from Plum Creek Land Company to Scott and Alison Snell dated December 23, 2015 and recorded in the Piscataquis County Registry of Deeds in Book 2409, Page 284

Recording Requested By And
When Recorded Mail To:
Attn: Brian Browne, Attorney at Law
Jensen Baird Gardner & Henry
P.O. Box 4510
Portland, ME 04112
File No. 560-9.15-0320a

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that Plum Creek Land Company, a Delaware corporation, having an address of 601 Union Street, Suite 3100, Seattle, Washington 98101 ("Grantor"), for consideration paid, grants to Scott and Alison Snell, husband and wife, whose address is HC 37, Box 200 Greenville Jct., ME 04442 ("Grantee"), with quitclaim covenants, all that certain real estate located in the Town of Big Moose, Piscataquis County, State of Maine, which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Property").

Together with an assignment of Grantor's easement rights along and across an existing roadway being described in and subject to the terms and conditions contained in that certain Quitclaim Deed Without Covenant from Plum Creek Maine Timberlands, L.L.C. to Seller, recorded in Book 1291, Page 50, records of Piscataquis County, Maine.

The Property is conveyed subject to an easement in the public for any public roads heretofore laid out or established and now existing over, along or across any portion of the Property; and to all additional easements, reservations, restrictions, encumbrances and water rights, if any, apparent or of record; and further

SUBJECT TO:

- (i) liens for taxes, assessments and other governmental charges which are not yet due and payable as of the Closing;
- (ii) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;
- (iii) any rights of the United States of America, the State in which the Property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes;
- (iv) title to that portion of the Property, if any, lying below the mean high water mark of abutting tidal waters, navigable rivers and/or great ponds;

ME REAL ESTATE TRANSFER
TAX PAID

*-Valiades Brountas + Hominsky
PO Box 919
Bangor 04402-0919*

- (v) all easements, rights-of-way, water rights, licenses and other such similar encumbrances of record;
- (vi) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (vii) all encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Property;
- (viii) prior reservations or conveyances of mineral rights or mineral leases of every kind and character; and
- (ix) any loss or claim due to lack of access to any portion of the Property.

FURTHER SUBJECT TO those certain exceptions listed on **Exhibit "B"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property, together with all rights, easements, privileges and appurtenances thereunto belonging, to the Grantee, its successors and assigns, and Grantor covenants to Grantee, its successors and assigns, that it will warrant and forever defend the Property to the said Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, through, or under the Grantor, except those matters which this conveyance was made subject to, as set forth above.

The Property is subject to that certain Concept Plan for the Moosehead Lake Region having an effective date of October 8, 2009 (the "Concept Plan"). Purchaser acknowledges that it has been given the opportunity to review the Concept Plan, which is of public record. The Property is identified as "Leased Lot #5" under Appendix V of the Concept Plan. As such, pursuant to Section 10.34 of the Concept Plan, the following land use restrictions apply to the Property:

- (1) No leased lot shall be subdivided;
- (2) The use of a leased lot, including any structures thereon, shall not be changed from its existing use as of the Concept Plan effective date; and
- (3) Subject to all other Land Use Planning Commission ("LUPC" f/k/a LURC) amendable provisions, including limitations on the size of structures near water bodies (Section 10.11,C,1 of the LUPC's Land Use Districts and Standards, as may be amended from time to time), the maximum aggregate footprint for all existing, expanded and new structures on a leased lot shall not exceed the greater of (i) the aggregate footprint of all structures on the leased lot in existence as of the Concept Plan effective date, as set forth in Appendix V to the Concept Plan, or (ii) 1,500 square feet.

Exhibit "A"

Legal Description

A certain lot or parcel of land with any improvements thereon, located on the southerly shore of Moosehead Lake near the mouth of the Kennebec River in Big Moose Township f/k/a Big Squaw Township, T2 R6, BKP EKR, County of Piscataquis, State of Maine, bounded and described as follows:

Beginning at a post at the normal high water mark on the southerly side of the East Outlet of Moosehead Lake and the northwesterly corner of land now or formerly of Donald H. Wilson as described in a deed made by Alfred J. Wilson dated January 1, 1963 and recorded in the Piscataquis County Registry of Deeds in Book 350, Page 80;

Thence S 34° 30' W a distance of 850 feet, more or less, along the northwesterly boundary of land now or formerly of said Wilson to a point in the northerly boundary of the Canadian Pacific Railroad;

Thence N 53° W 140 feet, more or less, along said railroad to the southwest corner of the lot herein conveyed and the southeast corner of land now or formerly of Central Maine Power Company as described as the Second Lot or Parcel in a deed dated December 9, 1987 and recorded in said Registry of Deeds in Book 674, Page 236;

Thence N 11° E a distance of 387 feet, more or less, crossing a road to a point in the southwest corner of land now of formerly of the Kennebec Log Driving Company as depicted on the attached Exhibit B;

Thence N 11° E along the easterly boundary of said Kennebec Log Driving Company 261 feet, more or less, to the shore of Moosehead Lake;

Thence in a general easterly direction following the normal high water mark of Moosehead Lake to the point of beginning.

Meaning and intending to describe and convey the same premises depicted on Exhibit B attached hereto and being the same premises conveyed by Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company in a deed dated December 4, 2000 and recorded in said Registry in Book 1291, Page 50.

Exhibit B-9 to Zoning Petition

Bk: 2409 Pg: 288

Exhibit "B"

Exceptions

Rights and easements from Hollingsworth & Whitney to Greenville Light & Power Company as set forth in an instrument dated August 4, 1908, recorded in the Piscataquis County Registry of Deeds. (Unrecorded and unavailable)

Memorandum of Lease and terms and conditions therein by and between Hollingsworth & Whitney Company and Canadian Pacific Railway Company dated March 16, 1918, recorded in the Piscataquis County Registry of Deeds. (Unrecorded and unavailable)

Rights and easements from Hollingsworth & Whitney Company to Louis Oakes and Edith S. Hilton as set forth in an instrument dated August 7, 1935, recorded in the Piscataquis County Registry of Deeds in Book 247, Page 358.

Rights and easements from Scott Paper Company to Kennebec Log Driving Company in an instrument dated February 2, 1956, recorded in the Piscataquis County Registry of Deeds in Book 325, Page 85.

Rights and easements granted to Central Maine Power Company as set forth in an instrument from Scott Paper Company dated January 10, 1966, recorded in the Piscataquis County Registry of Deeds. (Unrecorded and unavailable)

Terms and conditions as set forth in an instrument from Scott Paper Company to Skylark, Inc. dated June 3, 1976, recorded in the Piscataquis County Registry of Deeds in Book 443, Page 288.

Subject to a septic field as shown on Exhibit 2 attached to a deed made by Skylark, Inc. to Central Maine Power dated December 9, 1987 and recorded in the Piscataquis County Registry of Deeds in Book 674, Page 236.

Rights and easements granted to Central Maine Power Company as set forth in an instrument from S.D. Warren Company dated March 21, 1994, recorded in the Piscataquis County Registry of Deeds in Book 938, Page 123.

Rights and easements granted to Central Maine Power Company as set forth in an instrument from S.D. Warren Company dated March 21, 1994, recorded in the Piscataquis County Registry of Deeds in Book 938, Page 124.

Rights and Easements granted by Skylark, Inc. to S.D. Warren Company dated November 4, 1998 and recorded in the Piscataquis County Registry of Deeds in Book 1164, Page 36.

Rights and Easements granted by S. D. Warren Company to Skylark, Inc. dated November 6, 1998 and recorded in the Piscataquis County Registry of Deeds in Book 1164, Page 235.

Restrictions and covenants contained in that certain Concept Plan for the Moosehead Lake Region having an effective date of October 8, 2009.

Terms and conditions of unrecorded Lease Agreement made by and between Plum Creek Land Company, Lessor, and Wayne Snell, Lessee, dated January 1, 2013.

Matters shown on Mortgage Loan Inspection made by Jeffrey A. Rice, P.L.S. dated December 17, 2015 and labeled Project Number M14999 including but not limited to:

- a.) Encroachment of a camp structure onto property east of the Insured Premises; and
- b.) Rights of others to use Wilsons Road which crosses the Insured Premises.

Piscataquis County
Recorded
Jan 08, 2016 02:42:28P
Linda M. Smith
Register of Deeds

Exhibit C
Site Photographs

See Natural Resource Evaluations referenced in Schedule 6 for representative site photographs.

**Exhibit D
Existing Site Plan**

See Schedule 6 and Natural Resource Evaluations referenced in Schedule 6.

Exhibit E
Flood Area Zoning

Not required – no change to FEMA Flood Plans or LUPC P-FP Subdistrict zoning.

Exhibit F
Public Notice

Public Notice will be made by publication in newspapers of general circulation in the area affected by the Petition, on dates identified by LUPC Staff. Publication will be made in the *Bangor Daily News* and *Moosehead Matters* newspapers on dates as instructed by LUPC Staff. The Public Notice shall be in the following form (or such other form as is required by LUPC Staff):

NOTICE OF FILING OF ZONING PETITION WITH THE MAINE LAND USE PLANNING COMMISSION

Please take notice that Weyerhaeuser Company and Weyerhaeuser NR Company (collectively, "Weyerhaeuser"), Post Office Box 297, Greenville Junction, Maine 04442 has filed a zoning petition with the Maine Land Use Planning Commission, pursuant to provisions of 12 M.R.S.A. Section 685-A (8-A), to rezone 379,806 acres of land located in the Town of Beaver Cove (TA R13 & 14), Big Moose Township (T2 R6), Big W Township, Bowdoin College Grant West Township (T8 R10), Brassua Township (T2 R2), Chase Stream Township (T1 R6), Days Academy Grant Township, Elliotsville Township (T8 R9), Frenchtown Township (TA R13), Indian Stream Township (T1 R6), Lily Bay Township (TA R14), Long Pond Township (T3 R1), Misery Gore, Misery Township (T2 R7), Rockwood Strip East Township (T1 R1), Rockwood Strip West Township (T2 R1), Sandbar Tract Township, Sandwich Academy Grant Township (T2 R1), Sapling Township (T1 R7), Soldiertown Township (T2 R3), Spencer Bay Township (T1 R14), Squaretown Township (T2 R5), T1 R13 WELS, Taunton and Raynham Academy Grant Township (T1 R1), Thorndike Township (T3 R2), West Middlesex Canal Grant Township (T1 R3), in Somerset and Piscataquis Counties, from its present P-RP (PR-P 014) designation to P-FP, P-FW, P-GP, P-MA, P-RR, P-SG, P-SL1, P-SL2, P-UA, P-WL1, P-WL2, P-WL3, M-GN, and D-GN designations for the purposes of removing the P-RP 014 overlay in connection with termination of the Concept Plan authorized under Zoning Petition 707. The petition was filed on *[insert date of filing]* and is available for public inspection at the Maine Land Use Planning Commission's Augusta office during regular business hours. Written comments from interested persons should be sent to the Maine Land Use Planning Commission at the address below and must be received by the Commission in a timely manner. Requests for a public hearing must be submitted in writing and must be received by the Commission in a timely manner. Requests for a public hearing must clearly state the reasons for why a public hearing is warranted on this project. For information on how to request a public hearing or for additional information, contact the Maine Land Use Planning Commission staff at the Commission's Augusta office at 18 Elkins Lane (Harlow Building), 22 State House Station, Augusta, Maine 04333, Telephone (207) 287-2631; Fax: (207) 287-7439.