BOOK 643

ABSTRACT OF THE WILL OF
Elbridge C.Somes
STATE OF MAINE

HANCOCK SS. PROBATE COURT.
Ellsworth Feb. 21 A.D. 1934

I, Clara E Mullan Register of the Probate Court in and for said County, hereby certify that the last will and testament of Elbridge C Somes late of Surry in said County, deceased, was proved, approved and allowed by the Judge of Probate for said County, at a court held at Ellsworth on the sixth day of February 1934; and that the following is a true copy of so much of said will as devises Real Estate in the County aforesaid.

First: All my property and estate of every nature and description real, personal and mixed, and wheresoever the same may be situated and whether acquired or derived before or after the execution of this will and including all property over which at the time of my death I shall have power of testamentary disposition, I give, devise and bequeath to my niece Ida Young, to have and to hold the same to her and her heirs and assigns forever.

Court Seal.

Ida Young, Executrix.

Witness my hand and the Seal of the Probate Court for said County of Hancock, the day and year first above written.
Clara E. Mullan Register.

Rec'd Feb. 26, 1934, at 2h. 50m. P.M., and entered by,
George R. Hadlock,Reg'r.

ABSTRACT OF THE WILL OF
Albert H.Hutchins
STATE OF MAINE

HANCOCK SS. PROBATE COURT.
February 24, A.D. 1934.

I, Clara E. Mullan Register of the Probate Court in and for said County, hereby certify that the last will and testament of Albert H. Hutchins late of Penobscot in said County, deceased, was proved, approved and allowed by the Judge of Probate for said County, at a court held at Ellsworth on the thirteenth day of February 1934; and that the following is a true copy of so much of said will as devises Real Estate in the County aforesaid.

I devise and bequeath all the estate and effects whatsoever and wheresoever both real and personal, to which I may be entitled or which I may have power to dispose of at my decease, unto my dear wife, Annie J. Hutchins, absolutely.

Annie J. Hutchins,
Executrix.

Court Seal.

Witness my hand and the Seal of the Probate Court for said County of Hancock, the day and year first above written.
Clara E. Mullan Register.

Rec'd Feb. 26, 1934, at 2h. 50m. P.M., and entered by,
George R. Hadlock,Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That CENTRAL MAINE POWER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having its office and principal place of business at Augusta, in the County of Kennebec, said State, in consideration of the sum of Seven Thousand Two Hundred and Fifty Dollars ($7,250) to it paid by MAINE SEABOARD PAPER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having its office and principal place of business at said Augusta, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Maine Seaboard Paper Company, its successors and assigns, a certain lot or parcel of land situated in the Town of Orland, County of Hancock, said State, more particularly bounded and described as follows, to wit:

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Commencing on the southwesterly side of the highway leading from the Falls Bridge, so-called, to the dwelling house of J.Foster Soper at a point opposite the southeasterly corner of the Jonathan Buck, Jr. lot, so-called; thence southwesterly across Eastern River to a point at the extreme southwesterly end of the present dam, formerly called the Upper Dam; thence southwesterly up the bank four rods; thence northwesterly down said river, keeping said distance of four rods therefrom about fifty rods to a point opposite the southwesterly corner of said

Jonathan Buck, Jr. lot; thence northeasterly across said Eastern River to said highway; thence southeasterly along said highway to the point of beginning, together with all dams, mill privileges and rights of flowage which formerly belonged to the Eastern River Lock and Sluice Company.

Meaning and intending hereby to convey the property conveyed to Albert H.Shaw by Parker Spofford, Trustee, by his deed of September 25, 1905, recorded in Hancock Registry of Deeds, Book 425, Page 411, but excepting from the property hereby conveyed and reserving to the grantor, its successors and assigns, as upper riparian owner, the right to regulate and control in such manner as it may deem for its best interests by means of its dam and power house located at or near the outlet of Toddy Pond, so-called, the waters of said Toddy Pond and all tributaries thereof, provided, however, and the said grantor, for itself, its successors and assigns, hereby covenants and agrees to and with the said grantee, its successors and assigns, that said grantor, and its successors and assigns, shall and will so regulate and control the waters in said Toddy Pond that on October first of each year there shall be at least 7 1/2 feet of water in said Toddy Pond as measured on the gage at the dam now existing in Toddy Pond and having a crest height of 9 feet, and that from and after October first of each year it will draw said Toddy Pond at an approximate uniform rate during the months of October, November, December, January and February next following. It is the intention of this covenant on the part of the grantor and its successors and assigns that said Toddy Pond shall be on October first of each year approximately three-quarters full and thereafter be drawn in an approximately uniform manner for the benefit of the grantee and its successors and assigns, acts of God and other causes beyond the grantor's control excepted.

TO HAVE AND TO HOLD the aforegranted and bargained premises and all privileges and appurtenances thereof to the said Maine Seaboard Paper Company, its successors and assigns, to its and their use and behoof forever.

And the said Central Maine Power Company does herebycovenant with the said Maine Seaboard Paper Company, its successors and assigns, that it is lawfully seized in fee of the premises; that they are free from all encumbrances, and that it has good right to sell and convey the same to the said grantee to hold as aforesaid,and that it and its successors and assigns shall and will warrant and defend the same to the said grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF the said Central Maine Power Company has caused its corporate name to be signed and its corporate seal affixed by H. D. Jennings, its Treasurer, thereunto duly authorized, this 26th day of February, 1934.

Signed, Sealed and Delivered
in presence of
Lucie Witt

CENTRAL MAINE POWER COMPANY
By H D Jennings Treasurer
Corporate Seal.

STATE OF MAINE
KENNEBEC, SS. Augusta, February 26, 1934

Then personally appeared the above named H. D. Jennings, Treasurer of Central Maine Power Company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Central Maine Power Company.

Before me,
Nathaniel W. Wilson
Justice of the Peace.

Rec'd Feb. 28, 1934, at 9h. -m. A.M., and entered by,
George R. Hadlock,Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, George A. Phillips of Bangor, County of Penobscot, and State of Maine, in consideration of One Dollar and other valuable consideration paid by Alice F. Phillips of said Bangor, the receipt whereof I do hereby acknowledge, do hereby REMISE, RELEASE,BARGAIN,SELL AND CONVEY, and forever QUIT-CLAIM unto the said Alice F. Phillips, her assigns and heirs forever, certain lots or parcels of land situated in the town of Hancock in the County of Hancock, State of Maine, and bounded and described as follows, towit:

(One) Beginning at a stake and stones on the eastern side of the town road, thence easterly by the south side line of the George Frost lot, and Asa Crabtree lot, to a birch tree; thence southerly by Thomas J. Coats' lot to a stake and stones; thence westerly by Willard H. Phillips' north side line to the town road; thence north by said road to the first mentioned bound, with the buildings thereon, containing ten acres, more or less, and being the same premises conveyed to Livonia J. Phillips et al, by deed from Luther Phillips, dated September 8, A.D. 1882, and recorded in the Registry of Deeds for said County of Hancock, in Vol. 191, Page 288.

(Two) All the property which may have been acquired by David C. Hale and Shirley Hale both of Cambridge, County of Middlesex, Commonwealth of Massachusetts, from Etta H. Clarke, under and by virtue of an Indenture between said David C. Hale and Shirley Hale, and said Etta H. Clarke, dated August 21st, A.D. 1919 and recorded in the Registry of Deeds for the County of Hancock, State of Maine, September 10th,

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K N O W A L L M E N B Y T H E S E P R E S E N T S,

That TIME, INCORPORATED (hereinafter called Time), a corporation organized and existing under the laws of the State of New York and located at 9 Rockefeller Plaza, City, County and State of New York (with and into which corporation Maine Seaboard Paper Company, a Maine corporation, was merged pursuant to the terms of an Agreement of Merger, filed August 31, 1946, in the Office of the Secretary of State of the State of Maine, a certificate of said merger being duly filed and recorded in Hancock County Registry of Deeds in Corporation Book 3, Page 269), in consideration of one dollar and other valuable consideration paid by ST. REGIS PAPER COMPANY (hereinafter called St. Regis), a corporation organized and existing under the laws of the State of New York and located at 230 Park Avenue, City, County and State of New York, the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey and forever quit-claim unto St. Regis, its successors and assigns forever, all real estate and interests in real estate in the State of Maine acquired by Time under and by virtue of said above mentioned Agreement of Merger, or otherwise acquired, and held on the date hereof, including without limitation the real estate and interests in real estate in Hancock County, State of Maine, acquired as aforesaid, whether or not included in the following described property:

MILL SITE IN BUCKSPORT

1. A certain lot or parcel of land with the mill, wharves and all other buildings and structures thereon, together with all machines, engines, machinery and appliances affixed thereto, situated in Bucksport, in the County of Hancock and State of Maine, and bounded and described as follows:

Beginning at a point on the Westerly line of land formerly of John Hall, now of the grantor and known as the Colby-Homer Wharf property, at the most Southerly corner of certain land of Eastern Maine Railway Company; thence Southwesterly by said Westerly line of said Hall property Two Hundred Forty (240) feet to the Penobscot River and low water line, said Westerly line of said Hall property being parallel with and about twenty (20) feet Westerly from the wharf on said property; thence Westerly by the low water line of said Penobscot River about One Hundred (100) feet to the wharf structure formerly of said Eastern Maine Railway Co., now of said grantor; thence Southerly by said wharf structure about Two Hundred Twenty (220) feet to a corner thereof; thence Westerly by said wharf structure about One Hundred Sixty (160) feet to a second corner thereof; thence Northerly by said wharf structure about Two Hundred Forty (240) feet to low water line; thence Westerly, Southwesterly, Westerly and Northerly by said low water line to the dividing line, or an extension thereof, between the land conveyed to Maine Seaboard Paper Company by Warranty Deed of Elizabeth A. Brewster et al. dated January 11, 1930 and recorded in Hancock Registry of Deeds, Book 628, Page 441, and land reputed to be owned by the Maine Coal and Dock Company; thence Southeasterly on said dividing line to the right of way of the Eastern Maine Railway Company; thence Southerly by said right of way to the Northerly side line of land conveyed to Maine Seaboard Paper Company by Warranty Deed of W. L. Huzzy dated January 4, 1930 and recorded in said Registry in Book 629, Page 86; thence Southeasterly by the Northerly side line of said land so conveyed by Huzzy and across said Railroad right of way to the road running from Bucksport to Bangor; thence in a general Southerly direction by said road as re-located to an extension in a Northeasterly direction of the Southeasterly boundary line of the parcel of land conveyed to Maine Seaboard Paper Company by deed of Alice M. Norris, Guardian of Harold Norris, dated February 17, 1930 and recorded in said Registry in Book 628, Page 442; thence Southwesterly by said extension and by said Southeasterly boundary line of said land formerly of Norris and continuing on the same course across the right of way of the Eastern Maine Railway Company to the Northeasterly side line of land conveyed by said Eastern Maine Railway Company to said Maine Seaboard Paper Company; thence in a general Southeasterly direction by land of said Eastern Maine Railway Company to the point of beginning.

Excepting and reserving, however, the right of way of said Eastern Maine Railway Company but including in this conveyance all rights of reversion which the said grantor has or may have in and to the same or any part thereof.

Also excepting and reserving the two certain lots located on the Westerly side of said Railroad right of way which were conveyed by Maine Seaboard Paper Company to Eastern Maine Railway Company by deed dated April 18, 1930 and recorded in said Registry in Book 629, Page 218, in which deed said parcels were described as follows:

"Parcel number one is bounded northerly by land formerly of Melvin H. Harriman; easterly by the railroad right of way; southerly by land formerly of Mahlon W. Emerson; westerly by the easterly line of the old river road."

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"Parcel number two is triangular in form and bounded

northeasterly by the Bucksport Branch of the Maine Central Railroad, southerly by land formerly of Bert H. Bennett; northwesterly by the easterly line of the old river road leading from Bucksport to Bangor past the Frank Meade place."

Also excepting and reserving the lots of land with the power sub-station and transmission line towers located thereon and the pole line rights of way, all of which were conveyed by Maine Seaboard Paper Company to Central Maine Power

Company by deed dated July 12, 1932 and recorded in said Registry of Deeds in Book 640, Page 464, to which deed reference may be had for a more particular description, but hereby conveying all the rights and easements reserved in said deed; and also excepting and reserving the lots of land with the buildings thereon, party wall rights, easements and other rights and privileges all of which were conveyed by Maine Seaboard Paper Company to the Central Maine Power Company by indenture dated December 27, 1939 and recorded in said Registry of Deeds, Book 670, Page 558, but hereby conveying all of the rights and easements reserved in said indenture, and granted to said Maine Seaboard Paper Company therein, but including and hereby conveying the portion of said premises which were reconveyed by said Central Maine Power Company to said Maine Seaboard Paper Company by deed dated September 25, 1940 and recorded in said Registry of Deeds in Book 680, Page 359, subject to the rights and easements reserved in said deed, and also including and hereby conveying the portions of said premises, rights and easements which were reconveyed by said Central Maine Power Company to said Maine Seaboard Paper Company by indenture dated October 31, 1945 and recorded in said Registry of Deeds in Book 704, Page 165, subject to the rights and privileges conveyed by said Maine Seaboard Paper Company to said Central Maine Power Company by said indenture recorded in said Registry of Deeds in Book 704, Page 165.

Also excepting the lot of land conveyed by Maine Seaboard Paper Company to Central Maine Power Company by deed dated September 25, 1940 and recorded in said Registry of Deeds in Book 680, Page 359.

The above-described premises are conveyed subject, however, to the rights granted by Parker Spofford to the New England Telephone and Telegraph Company by deed dated October 18, 1910 and recorded in said Registry in Book 474, Page 311, as modified by agreement and release between the Maine Seaboard Paper Company and New England Telephone and Telegraph Company, dated January 1, 1931 and recorded in said Registry of Deeds in Book 637, Page 512.

2. Also a certain lot or parcel of land with the buildings thereon situated in said Bucksport on the Easterly side of the road leading from Bucksport to Bangor and bounded and described as follows: Northerly by land of Joseph G. Brewster and parties unknown and by an allowance way for a town way; Easterly by land of Nyada Colby; Southerly by land of Evvie L. Lowell; Westerly by the said Road leading from Bucksport to Bangor, being part of the same premises which were conveyed to Maine Seaboard Paper Company by W. L. Huzzy by his deed dated January 4, 1930 and recorded in said Registry in Book 629, Page 86.

3. Also another certain lot or parcel of land with the buildings thereon situated in said Bucksport on the Northeasterly side of the New road leading to Bangor and bounded and described as follows: Beginning at the intersection of the Southerly side line of land of Bert Bennett and the new road leading to Bangor; thence in a general Southeasterly direction by said new road and continuing by Main Street to land of Jessie E. and Mahlon W. Emerson; thence Northeasterly by said Emerson land to the Northerly corner thereof; thence Southeasterly by said Emerson land to the Easterly corner thereof; thence Southwesterly by said Emerson land to said Main

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Street; thence Southeasterly by said Main Street to other land of said Emersons; thence Northeasterly by said Emerson land to the Northerly corner thereof; thence Southeasterly by said Emerson land to land of Warren; thence Northeasterly by said Warren land to the Northerly corner thereof; thence from said Northerly corner of the Warren land in a straight line to the Southwesterly end of an old stone wall (now partly tumbled down) which stone wall runs by the Northwesterly side of the East Maine Conference Seminary Athletic Field and is distant from the said Northwesterly side of said Athletic Field about eight rods more or less, the said distance varying at different points, thence along said old stone wall in a general Northeasterly direction to the said Southerly side line of land of Bert Bennett; thence in a general Northwesterly direction by said Bennett's land to the point of beginning.

Excepting and reserving from this conveyance, however, the perpetual right to take water from a certain spring, given by deed of Parker Spofford to Jessie E. Emerson, May 8, 1908, recorded in said Registry of Deeds, Book 453, Page 146. Also excepting and reserving from this conveyance a right of way twenty-one feet wide on Westerly line of Warren land, referred to in deed of Parker Spofford to Annie I. Warren, dated October 21, 1911, recorded in said Registry of Deeds, Book 484, Page 174.

The above described parcel is conveyed subject to the rights and easements which were conveyed by Maine Seaboard Paper Company to Central Maine Power Company by deed dated March 2, 1931 and recorded in said Registry in Book 634, Page 57.

Meaning and intending hereby to convey and hereby conveying, whether the same is included in the descriptions contained in Paragraphs 1, 2 and 3 or not, all and the same real estate and interests therein, with the exceptions hereinbefore set forth which were conveyed to Maine Seaboard Paper Company by the following deeds, to which reference may be had for a more particular description, namely:

Deed of Trustees of East Maine Conference Seminary dated December 3, 1929 and recorded in said Registry in Book 628, Page 144; deed of George Blodget Co. dated November 25, 1929, recorded in said Registry in Book 627, Page 342, excepting, however, the parcel which was conveyed by Maine Seaboard Paper Company to Frederick S. Blodget by deed dated December 24, 1929 and recorded in said Registry in Book 629, Page 18, but hereby conveying the right reserved in said deed; deed of Eastern Maine Railway Company dated November 26, 1929 and recorded in said Registry of Deeds in Book 628, Page 122; deed of Maine Central Railroad Company dated November 29, 1929 and recorded in said Registry in Book 628, Page 123; deed of Daniel Courcy dated December 7, 1929 and recorded in said Registry in Book 627, Page 488; deed of Frank L. Meade dated December 2, 1929 and recorded in said Registry in Book 627, Page 485; deed of Alvah F. Clements dated December 6, 1929 and recorded in said Registry in Book 627, Page 487; deed of S. Leo Heywood et als. dated March 24, 1930 and recorded in said Registry in Book 629, Page 283; deed of Evvie L. Lowell dated January 10, 1930 and recorded in said Registry in Book 629, Page 86; deed of W. L. Huzzy dated January 4, 1930 and recorded in said Registry in Book 629; Page 86; deed of Elizabeth A. Brewster et al. dated January 11, 1930 and recorded in said Registry in Book 628, Page 441; deed of Alice M. Norris, Guardian of Harold Norris dated February 17, 1930 and recorded in said Registry in Book 628, Page 442; deed of Bert H. Bennett dated December 19, 1929 and recorded in said Registry in Book 627, Page 491; deed of Bert H. Bennett dated December 14, 1929 and recorded in said Registry in Book 627, Page 490; deed of Joseph F. Costello dated December 6, 1929 and recorded

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in said Registry in Book 627, Page 487; deed of Donald C. Sweet dated December 6, 1929 and recorded in said Registry in Book 627, Page 486; deed of Lewis H. Hopkins et als. dated December 13, 1929 and recorded in said Registry in Book 627, Page 489; deed of Mahlon W. Emerson et al. dated December 12,1929 and recorded in said Registry in Book 627, Page 489; deed of Melvin H. Harriman dated January 18, 1930 and recorded in said Registry in Book 628, Page 441.

Subject to the easement for water pipes conveyed by Maine Seaboard Paper Company to Bucksport Water Company by deed dated October 29, 1945 and recorded in said Registry in Book 704, Page 164.

Together with the benefits of and subject to the burdens of a certain option agreement, so-called, dated October 31, 1945 and recorded in said Registry of Deeds in Book 704, Page 240.

Together with the benefits of and subject to the burdens of a certain indenture pertaining to handling and delivery of coal by and between Maine Seaboard Paper Company and Central Maine Power Company dated October 31, 1945 and recorded in said Registry of Deeds in Book 704, Page 242.

COLBY - HOMER WHARF IN BUCKSPORT

4. Also a certain lot or parcel of land together with the buildings thereon in said Bucksport, on the northerly side of Penobscot River and commonly known as the Colby Wharf property and the Homer Wharf property and bounded Northerly by the Maine Central Railroad et al.; Easterly by land of the Eastern Steamship Company et al.; Southerly by the Penobscot River; Westerly by land of said grantor (formerly Eastern Maine Railway) together with the right to the use of the roadway from the above described lot to Main Street in Bucksport as now used.

Excepting, however, the Easterly half of said parcel which was conveyed by Maine Seaboard Paper Company to Eastern Steamship Lines, Inc. by deed dated March 14, 1931 and recorded in said Registry in Book 634, Page 82.

The Maine Seaboard Paper Company acquired title to said premises by Warranty Deed of W. H. Morrison et als. dated July 16, 1930 and recorded in said Registry in Book 630, Page 394.

CHAPIN ATHLETIC FIELD

5, Also the following described real estate, comprising ten acres, more or less, situated in said Bucksport, known as "Chapin Field" of the Bucksport Seminary Property, beginning at an iron pipe set in concrete at the Southeast corner of Franklin Street and Spofford Avenue in said Bucksport, and moving in a Northeasterly direction along the south side of Spofford Avenue Nine Hundred Eighty-two (982) feet and Six (6) inches, more or less, to an iron pin in the stone wall which forms the Northeasterly intersection of this line at the Southwesterly boundary of the Bennett property and the Northeasterly boundary of the Seminary property; thence in a Southeasterly direction along the stone wall Four Hundred Eighteen (418) feet and Six (6) inches, more or less, to an iron pin set in the stone wall; thence in a Southwesterly direction Nine Hundred Sixty-eight (968) feet and Six (6) inches, more or less, across the Seminary property along the edge of the hill to an iron pipe set in the concrete at the Northeasterly boundary of the Walter Snowman lot; thence in a Northwesterly direction One Hundred Thirty-five (135) feet to a pipe set in concrete at the south side of Third Street; thence in a Southwesterly direction along the line of Third Street Eighteen (18) feet to an iron post set in concrete; thence Northwest

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erly Forty (40) feet across Third Street; thence in a straight line across the Northeasterly boundary of the Millard Eldridge property Two Hundred Seventy-six (276) feet to an iron pipe set in concrete; thence Southwesterly One

Hundred Eighty (180) feet, more or less, to the east side of Franklin Street; thence in a Northwesterly direction Seventy-five (75) feet, more or less, along the line of Franklin Street to the point begun at.

Maine Seaboard Paper Company acquired title to said premises by deed of Ada G. Chase et al. dated June 10, 1939 and recorded in the said Registry of Deeds, Book 670, Page 4.

PROPERTY AT SILVER LAKE IN BUCKSPORT

6. Also a certain lot or parcel of land in said Bucksport, bounded and described as follows:

Beginning at the Westerly end of an old cedar rail fence on the Westerly side of Mill Stream (outlet of Silver Lake) said end of said fence being about one hundred seventy (170) feet Westerly of said Stream; thence north fifty-seven degrees (57°) thirty-six minutes (36') west one hundred (100) feet to a stake and stones; thence north sixteen degrees (16°) east one hundred forty-nine (149) feet to a spotted beech tree; thence north thirty-two degrees (32°) forty-five minutes (45') east two hundred twenty-three and one-half feet (223 1/2') to a spotted tree at a contour line one hundred twenty-five feet (125') above mean sea level; thence following said one hundred twenty-five foot contour line, in a meandering course, Northerly, Westerly, Southerly, Westerly and Northerly to the south line of the Peavey farm, so-called; thence Easterly on said Peavey farm to Silver Lake; thence Southerly by said lake and down said Mill Stream to the rail fence above mentioned (said rail fence being about two-hundred (200) feet below the gate house of the Bucksport Water Company); thence Westerly along said rail fence to the point of beginning.

Including in this conveyance such Riparian Rights, if any, along Silver Lake and Mill Stream as may be owned by Silver Lake Cemetery Corporation. Excepting the rights of the Bucksport Water Co., if any, in the above premises and also excepting any cemetery lots conveyed to others by said grantor's predecessors in title.

Being the same premises conveyed to Maine Seaboard Paper Company by Silver Lake Cemetery Corporation by Warranty Deed dated August 13, 1930; recorded in said Registry, Book 631, Page 106.

7. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

Beginning on the Westerly side of Millvale Road at stake and stones at the Northeast corner of land if Wiley C. Conary et al., thence Northerly fifty-seven degrees (57°) thirty-six minutes (36') West along the Northerly line of land of Conary et al. to Mill Stream (outlet of Silver Lake), thence Northerly up said stream to Silver Lake; thence Northeasterly on lake about two hundred (200) feet to point opposite stake and stone on East shore of Silver Lake; thence Southerly Fifty-two degrees (52°) Twenty-three minutes (23') East through said stake and through a birch tree at stone wall to stake and stone seventeen (17) feet East of said birch (distance from stake and stone at shore to stake and stone seventeen (17) feet East of birch tree is four hundred eighty-five (485) feet); thence Southerly twenty-two degrees (22°) twenty-three minutes (23') West on general course of stone wall five hundred twenty-two (522) feet to stake and stone (150 feet South of Southerly end of said stone wall); thence

South fifty-seven degrees (57°) thirty-six minutes (36') East to Millvale Road; thence Southerly along said road one hundred (100) feet to place of beginning, containing seven (7) acres.

Also right to clear trees, etc. below one hundred twenty-five (125) feet above mean sea level, all as more particularly described in a deed recorded in said Registry in Book 629, Page 534. Excepting rights or property (if any) of Bucksport Water Co.

Being the same premises conveyed to Maine Seaboard Paper Company by Charles E. Pickering et al. by Warranty Deed dated July 11, 1930, recorded in said Registry, Book 629, Page 534.

8. Also a certain lot or parcel of land with the buildings thereon in said Bucksport bounded and described as follows:

Northerly by Adelbert E. Peavey farm and Catholic Cemetery; Easterly by road leading Northerly from Bucksport on West side of Silver Lake (a continuation of McDonald Street) and said Cemetery; Southerly by land now or formerly of Nyada Colby and Helen P. Chipman and the Ames Lot; Westerly by said Ames lot, the Luce lot and parties unknown.

Being the same premises conveyed to Maine Seaboard Paper Company by George R. Emerton, by Warranty Deed dated July 17, 1930, recorded in said Registry, Book 630, Page 328.

9. Also a certain lot or parcel of land with the buildings thereon in said Bucksport Southwesterly of Silver Lake (Great Pond) and bounded and described as follows:

A strip of land one hundred fifty (150) feet wide extending across farm of Nyada Colby and Helen P. Chipman from land now or formerly of George R. Emerton on the North to land of Bert H. Bennett on the South, containing about five (5) acres, the center line of said strip being marked by a line of stakes.

Being the same premises conveyed to Maine Seaboard Paper Company by Nyada Colby and Helen P. Chipman by Warranty Deed dated July 17, 1930, recorded in said Registry, Book 630, Page 327. CS

Said premises are subject to the agreement that said grantee shall build and keep in repair a roadway across the above described strip of land in a location to be selected by Nyada Colby and Helen P. Chipman and for their uses in connection with their land on both sides of said strip.

10. Also three certain lots or parcels of land situate near Silver Lake in said Bucksport, bounded and described as follows, to wit:

1st. Lot. Beginning at a stake on the margin of said Pond equal distant from the side line of the lot deeded to Ephraim J. and Elisha Bridges by Ephraim Bridges; thence running North seventy-six degrees (76°) West, sixty-three and one-half (63 1/2) rods to a fence or where a fence was separating the pasture and field; thence North twenty-four degrees East thirteen and one quarter (13 1/4) rods to a stake; thence North seventy-six (76) degrees west forty-eight and one half (48 1/2) rods to land of Anson Lamphair's heirs or grantees; thence by last named land South twenty-four (24) degrees West thirty-one and one-half (31 1/2) rods to land formerly of William Johnson; thence South seventy-six (76) degrees East by said land and land if I. N. Swazey heirs one hundred twelve (112) rods; thence by said Swazey's land and the Lake northeasterly to first bounds. Reserving

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however, the right of the Public in the highway crossing the same and also the burying ground occupied by the Catholics.

2nd Lot. Beginning at the Northwest corner of the Moulton lot, so-called, adjoining the lot first described and on the Southerly line of Charles Lawrence's land; thence running North seventy-six (76) degrees West by his land forty-eight and one-half (48 1/2) rods to the Northeast corner of land of the late Abner Lamphair; thence South twenty-four (24) degrees West to the Northwest corner of the lot first above described about thirty-one and one-half (31 1/2) rods; thence Southeasterly by the North line of first described lot forty-eight and one-half (48 1/2) rods to the corner of the Moulton lot and thence by the Moulton lot North twenty-four (24) degrees East thirty-one and one-half (31 1/2) rods to first bounds.

3rd Lot. Situated on the Westerly side of the road leading from Bucksport Village to the Turner School House, so-called; commencing on said road and on the North line of land owned, or formerly occupied by J. J. Bridges; thence by said road Northerly about seventeen and one-half (17 1/2) rods to the Moulton lot, so-called; thence Westerly by the Moulton lot about forty-two rods to a stake; thence Northerly parallel with Bridges' easterly line of his back lot twenty-seven (27) rods to land of Charles Lawrence; thence Westerly by Lawrence's land about fourteen (14) rods to John J. Bridges' land or land formerly occupied by him; thence Southerly about forty-four (44) rods by said Bridges' land to the land of said Bridges where it makes an angle and thence Easterly by his land about fifty-six (56) rods to the road, the place of beginning, containing about seven (7) acres. Reserving a right of way from the road to the Moulton lot, as now used.

Being the same premises conveyed to Maine Seaboard Paper Company by Adelbert E. Peavey by deed dated July 24, 1930, recorded in said Registry, Book 630, Page 350.

11. Also a certain lot or parcel of land in said Bucksport, on the Westerly side of Silver Lake and bounded and described as follows:

Northerly by land now or formerly of Frank W. Beal ; Easterly by said Silver Lake; Southerly by the Peavey lot, so-called, now owned by said grantor; Westerly by the Silver Lake road (sometimes called McDonald Street extension). Containing about five (5) acres.

Being the same premises conveyed to Maine Seaboard Paper Company by Walter H. Gardner et al. by Warranty deed dated August 6, 1930, recorded in said Registry, Book 631, Page 26.

12. Also a certain lot or parcel of land in said Bucksport, bounded and described as follows:

Northerly by the F. Elliott Bridges farm, land now or formerly of Smith and Witham and land of Wallace Heath; Easterly by land of Harry West and land owned or occupied by Blodgett; Southerly by land now or formerly of Augusta S. Gardner, et al (Swazey lot), land of Harry West and the Frank Jones lot; Westerly by the Silver Lake Road (sometimes called McDonald Street Extension). Containing about sixty (60) acres more or less.

Being the same premises conveyed to Maine Seaboard Paper Company by Frank W. Beal by Warranty Deed dated August 6, 1930, recorded in said Registry, Book 631, Page 25.

13. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

Being nearly triangular in form and located at the Southeasterly

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corner of property of E. Earl Herrick and bounded Easterly by the town road on West side of Silver Lake; Southwesterly by land now or formerly of Colby or parties unknown; Northerly and Northwesterly by an irregular meandering line following a contour elevation of one hundred thirty-two (132) feet above mean seal level. Containing about two (2) acres.

Being the same premises conveyed to Maine Seaboard Paper Company by E. Earl Herrick by Warranty Deed dated February 3, 1931, recorded in said Registry, Book 632, Page 580.

14. Also a certain lot or parcel of land with the buildings thereon in said Bucksport bounded and described as follows:

Northerly by Joshua L. Smith lot and land of Smith and Witham; Easterly by Meadow Brook and land of Smith and Witham; Southerly by Frank W. Beale lot; Westerly by Silver Lake Road (sometimes called McDonald Street Extension). Containing about two hundred (200) acres.

This parcel is conveyed subject to an easement for pole line as conveyed by F. Elliott Bridges to Central Maine Power Company by deed dated June 5, 1930 and recorded in said Registry in Book 630, Page 181.

Being the same premises conveyed to Maine Seaboard Paper Company by F. Elliott Bridges by Warranty Deed dated August 6, 1930, recorded in said Registry, Book 630, Page 406.

15. Also a certain lot or parcel of land in said Bucksport near the head waters of Silver Lake bounded and described as follows:

Northerly by land of Willis D. Moore and by land of Hugh Gray; Easterly by land now or formerly of Arthur E. Smith et al. and by land now or formerly of Stanley Gray; Southerly by land of Arthur C. Bragdon; Westerly by an irregular meandering line following contour elevation of one hundred thirty-two (132) feet above mean sea level. Excepting any land owned now or formerly by Arthur E. Smith et al. lying within said bounds.

Being the same premises conveyed to Maine Seaboard Paper Company by Wm. O. DePray by Warranty Deed dated October 24, 1930, recorded in said Registry, Book 631, Page 437.

16. Also certain lots or parcels of land near the head waters of Silver Lake in said Bucksport, bounded and described as follows:

The Dorr lots bordering on the East side of Meadow Brook and bounded Northerly by land of said grantor (formerly Heywood Bros. lot); Southerly by land of said grantor (formerly F. Elliott Bridges); Easterly by land of said grantor (formerly Heath & Ginn); Westerly by Meadow Brook.

Included also in this conveyance are the Homer & Lowell lots in Range 4, bounded Northerly by land of said grantor (formerly Chas. E. Cole); Easterly by land of said grantor (formerly Charles E. Cole), by land of John Stubbs, by land of said grantor (formerly Reuben R. Simpson); and by land of Percival Stubbs; Southerly by land of said grantor (formerly Heath & Ginn); Westerly by land of said grantor (formerly Heywood Bros. and Harry A. Bridges) and by land of Arthur C. Bragdon.

Being the same premises conveyed to Maine Seaboard Paper Company by Joshua L. Smith et al. by Warranty Deed dated November 12, 1930, recorded

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in said Registry, Book 632, Page 236.

17. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

Northerly by land of Percival A. Stubbs; Westerly by land of Smith and Witham, or parties unknown; Southerly by land of Blodgett, or parties unknown; Easterly by land now or formerly of Arthur L. Grindle. Containing ten (10) acres. Together with right of way from said lot to Millvale Road along the route used for many years.

Being the same premises conveyed to Maine Seaboard Paper Company by Daniel Courcy by Warranty Deed dated August 13, 1930, recorded in said Registry, Book 631, Page 104.

18. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

A strip of land one hundred (100) feet in width, fifty (50) feet on each side of Grindle Brook, so-called, and extending from land of Roy H. Ferris Northerly and Northwesterly to land of Daniel Courcy and land of Blodget.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Arthur L. Grindle dated August 13, 1930, recorded in said Registry, Book 631, Page 103, but subject to the easement or right of way reserved by said Grindle in said Deed.

19. Also two certain lots or parcels of land in said Bucksport, bounded and described as follows:

First Parcel. Beginning on the Westerly side of the Millvale Road at the Northeast corner of land of Melvin H. Harriman at a large elm tree, thence South sixty-four (64) degrees twenty (20) minutes West along said Harriman's Northerly line three hundred (300) feet to a stake and stones; thence North twenty-five (25) degrees thirty-five (35) minutes West eight hundred (800) feet to a stake and stones; thence Northeasterly across the brook (sometimes called Grindle Brook) one hundred and twenty-five (125) feet to a stake and stones on the Easterly side of said brook; thence South forty-three (43) degrees East six hundred and ninety-nine (699) feet to a stake and stones at said Millvale road; thence Southerly along said road one hundred and thirty (130) feet to the point of beginning, containing about four and one-half (4 1/2) acres.

Second Parcel. Adjoining and lying down stream (on Grindle Brook) from the first parcel and bounded and described as follows: A strip of land extending from the first parcel in a general Northwesterly and Westerly direction (down stream) to Westerly line of land of Edith L. Grindle at land of Roy H. Ferris. Said strip of land being one hundred and twenty-five (125) feet in width where it joins the first parcel and gradually reducing to a width of one hundred (100) feet (at right angles) at westerly

line of land of Edith L. Grindle, fifty (50) feet on each side of said Grindle Brook. The Southerly line of said strip being on the Southerly side of said brook. The Northerly line of said strip being on the Northerly side of said brook, except for a short distance near the easterly end of the strip. The right to change the course of the brook, near the Easterly end of the strip, so that it will flow wholly within the strip hereby conveyed is hereby granted.

Being the same premises conveyed to Maine Seaboard Paper Company by

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Warranty Deed of Edith L. Grindle dated August 13, 1930, recorded in said Registry, Book 631, Page 105, but subject to the easement or right of way reserved by said Grindle in said deed.

20. Also a certain lot or parcel of land situated in said Bucksport and being a strip of land one hundred (100) feet wide extending from the east line of land of Roy H. Ferris at land of Edith L. Grindle Northwesterly to the Northwest line of said land of Ferris at land of Arthur Grindle, the outside boundaries of said strip being fifty (50) feet distant at right angles from the center line of Grindle Brook, so called.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Roy H. Ferris dated September 2, 1930, recorded in said Registry in Book 631, Page 174 and subject to the right of way therein reserved.

Also, whether included in the foregoing described parcel or not, a strip of land bordering on both sides of Grindle Brook, so-called, and extending from land now or formerly of Edith L. Grindle, Westerly and Northwesterly to land now or formerly of Arthur L. Grindle, and bounded Northerly by land now or formerly of Arthur L. Grindle and by an irregular, meandering line following a contour elevation of one hundred thirty-two feet (132') above mean sea level; Easterly by land now or formerly of Edith L. Grindle; Southerly and Westerly by an irregular, meandering line following a contour elevation of one hundred thirty-two (132) feet above mean sea level. Containing about twenty (20) acres.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Roy H. Ferris dated October 16, 1930 and recorded in said Registry in Book 632, Page 166.

21. Also a certain lot or parcel of land in said Bucksport, Westerly of McDonald Street Extension and bounded and described as follows:

Beginning on Northerly line of land of Bert H. Bennett at the Southerly line of land now or formerly of Nyada Colby at a point fifty (50) feet Easterly of the East line of a right of way conveyed by said Bert H. Bennett to Maine Seaboard Paper Company by deed dated July 18, 1930; thence Southerly and parallel with said right of way to the Southwesterly line of land of said Bert H. Bennett at land of Evvie Lowell; thence Northwesterly along said Lowell lot to the Northwesterly corner of land of said Bert H. Bennett at land of Nyada Colby; thence Easterly on Northerly line of land of said Bennett and said Colby lot to the point of beginning.

The above lot being triangular in form.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Bert H. Bennett dated September 8, 1930, recorded in said Registry in Book 631, Page 173.

22. Also hereby conveying all the land lying below the contour elevation of one hundred thirty-two (132) feet above mean sea level and within the flowage area of Silver Lake in said Bucksport, excepting only any land within said area now owned by Silver Lake Cemetery Corporation or by Nyada Colby and Helen P. Chipman. Certain portions of said area are contained within the boundaries of parcels hereinbefore described which bound on said Silver Lake and the Maine Seaboard Paper Company acquired title to the remaining portions of said area by the following deeds, namely:

Deed of Joshua L. Smith dated October 10, 1930, recorded in said

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Registry, Book 632, Page 167.

Deed of Augustine L. Heywood et al dated September 20, 1930 and recorded in said Registry in Book 631, Page 381.

Deed of Harry A. Bridges dated October 16, 1930 and recorded in said Registry, Book 632, Page 166.

Deed of Arthur E. Bragdon dated November 4, 1930 and recorded in said Registry, Book 631, Page 436.

Deed of Arthur E. Smith et al. dated October 24, 1930, recorded in said Registry in Book 631, Page 434.

Deed of Stanley D. Gray dated November 13, 1930, recorded in said Registry, Book 632, Page 235.

Deed of Charles E. Cole dated October 24, 1930, recorded in said Registry, Book 631, Page 433.

Deeds of Fred L. Jones et al. dated August 14, 1930 and October 10, 1930 respectively and recorded in said Registry, Book 631, Page 104, and Book 632, Page 170 respectively.

Deeds of Harry G. West dated August 14, 1930 and October 10, 1930, respectively and recorded in said Registry in Book 631, Page 101, and Book 632, Page 170 respectively.

Deed of Reuben R. Simpson dated November 4, 1930, recorded in said Registry, Book 631, Page 435.

Deeds of Percival A. Stubbs dated October 30, 1930 and November 5, 1930 respectively and recorded in said Registry, Book 631, Page 438 and Book 632, Page 237 respectively.

Deed of Flora M. Grindle dated October 10, 1930 and recorded in said Registry, Book 632, Page 168.

Deed of Wallace Heath and Hadley Ginn dated September 19, 1930 and recorded in said Registry in Book 631, Page 380.

Deed of Wallace Heath dated September 19, 1930 and recorded in said Registry in Book 631 , Page 380.

Deeds of Fred S. Blodget et al. dated in August, 1930 and November 5, 1930 respectively and recorded in said Registry in Book 631, Pages 175 and 436 respectively.

Deed of Charles E. Pickering et al. dated October 24, 1930 and recorded in said Registry in Book 631, Page 434.

Deed of Edith L. Grindle dated October 10, 1930 and recorded in said Registry in Book 632, Page 169, subject to the reservations contained in said deed of the right to use water from a certain spring on the premises conveyed by said deed.

Deed of Arthur L. Grindle dated October 10, 1930 and recorded in said Registry Book 632, Page 168.

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23. Also all and the same premises conveyed to Maine Seaboard Paper Company by Central Maine Power Company by deed dated December 30, 1935 and recorded in Hancock Registry, Book 650, Page 467, being described in said deed as follows:

All its right, title and interest in and to certain lots or parcels of land situated in the town of Bucksport, County of Hancock and State of Maine, bounded and described as follows:

(a) A certain lot or parcel of land situated in the town of Bucksport, County of Hancock and State of Maine, on the Easterly side of Silver Lake Stream, so called, bounded and described as follows:

On the North by land now or formerly of Edwin C. Jones, et al; Easterly by an irregular meandering line parallel with and five feet Easterly of the Easterly bank of said Silver Lake Stream; Southerly by Center Street, so called, and Westerly by said Silver Lake Stream.

Being the same premises conveyed to Central Securities Corporation by deed of Alton N. Hutchins, dated June 18, 1931, recorded in Hancock County Registry of Deeds, Book 633, Page 484, and the deed of Albert B. Willins, dated June 18, 1931, recorded in Hancock County Registry of Deeds, Book 633, Page 484.

(b) A certain lot or parcel of land situated in said Bucksport on the Easterly side of the stream known as the outlet to Silver Lake, bounded and described as follows:

Beginning on the easterly side of said Stream, at the Southwesterly corner of the Carroll Bridges lot and at the Easterly line of the Llewellyn Lord lot, so called; thence Easterly by said Bridges lot about twelve rods to land now or formerly of John W. Gray; thence Southerly by the Westerly line of said Gray lot to the outlet stream above mentioned; thence Northerly and Northwesterly up said stream to the Llewellyn Lord lot, so called; thence Northerly along the Easterly line of said Lord lot to the Carroll Bridges lot at the point of beginning, containing about one-half acre.

Being the same premises conveyed to Central Securities Corporation by Henry A. Buck by deed dated February 25, 1932, recorded in Hancock County Registry of Deeds, Book 637, Page 183.

(c) Certain lots or parcels of land located in said Bucksport, on both sides of the stream which is the outlet stream of Silver Lake, said stream being known as Silver Lake Stream or Mill Stream, together with the right to deepen and/or straighten the channel of said stream as the same crosses the property to be conveyed, all as the same were conveyed to Central Securities Corporation by virtue of the following instruments dated and recorded as in each case indicated:

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GRANTOR	Date of Deed	Recorded Hancock Registry of Deeds Book	Page
Edwin C. Jones	Jan. 14, 1931	632	492
Elliott A. Quimby	Jan. 14, 1931	633	87
Melvin Harriman	Feb. 13, 1931	632	579
Margie A. Cunningham	Jan. 14, 1931	632	579
Wiley C. Conary	Mar. 14, 1931	633	262
Louis Rapaport	Apr. 11, 1931	634	132
John Bolduc	Apr. 11, 1931	634	133
Frank G. Bridges	Apr. 11, 1931	634	133
Edwin R. Witham et al	May 20, 1931	633	443
Agnes Bridges et als	May 25, 1931	633	444
Reuben R. Simpson et al	Apr. 27, 1931	633	445
Frederic W. Smith	May 28, 1931	633	445
Mary C. Horan	June 25, 1931	633	519
George C. Bickford et al	June 25, 1931	633	520
Wilbrod Bouchard et al	Aug. 4, 1931	635	329
Horace L. Gould	Sept. 24, 1931	635	567

Eliza P. Swazey	Oct. 8, 1931	635	568
Nellie M. Franklin	Oct. 10, 1931	635	568
Frank E. Baldwin	Nov. 2, 1931	637	182

Also any and all riparian and diversion rights as the same were conveyed to said Central Securities Corporation by virtue of the above mentioned instruments.

Being a portion of the property conveyed to Central Maine Power Company by Central Securities Corporation by deed dated as of July 31, 1935, recorded, among other places, in Hancock County Registry of Deeds, Book 648, Page 332.

This conveyance is made expressly subject to all terms and conditions as to rights of way, together with any and all other easements and reservations, all as the same are specifically set forth in the above mentioned deeds, to which deeds reference shall be had for a more particular description of all of said terms, conditions and easements.

24. Also premises conveyed to Maine Seaboard Paper Company by Bucksport Water Company by Indenture dated November 30, 1935 and recorded in Hancock Registry, Book 648, Page 556, said premises being described therein as follows:

The following real estate and interests therein situated in the County of Hancock, in said State, viz:

(a) Two certain lots or parcels of land situated near the outlet of Silver Lake, in the Town of Bucksport, and being the two lots excepted from the description in a certain deed given by Gorham H. Wood, Receiver of Nicholson Fish Company, to Charles E. Pickering dated June 24, 1927 and recorded in Hancock Registry of Deeds in Book 614, Page 132, the first of said lots being described in said deed as follows: "A small parcel of land at the outlet of the pond called the 'Great Pond Dam Lot'" and the second of said lots being the lot described in said deed as "The lot of land belonging" with the power house of the Bucksport Water Company.

Meaning and intending hereby to convey and hereby conveying, whether the same is included in the foregoing description or not, all real estate and interests therein contained in and covered by the exception in a certain

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deed given by Charles E. and Eliza M. Pickering to Maine Seaboard Paper Company dated July 11, 1930, and recorded in said Registry in Book 629, Page 534, which exception in said deed reads as follows: "excepting the rights or property (if any) of the Bucksport Water Company."

(b) All flowage rights in the flowage area of said Silver Lake and Silver Lake Stream now owned by Bucksport Water Company and acquired by it by deed or otherwise, and also all other riparian rights owned by it whether acquired by deed or otherwise in and around said Silver Lake and said Silver Lake Stream, except the right of the Bucksport Water Company to discharge water into Silver Lake Stream from its filtering plant, and also hereby conveying all its right, title and interest in and to any and all land acquired by deed or otherwise which it now owns in the town of Bucksport within the flowage area of said Silver Lake below an elevation of 132 feet above mean sea level as established by the United States Geodetic Survey datum.

(c) The right to divert the water of said Silver Lake Stream, otherwise known as Mill Stream, from a certain parcel of land in said Bucksport, conveyed to the Bucksport Water Company by Melvin H. Harriman by deed dated August 2, 1930, and recorded in said Registry in Book 631, Page 15, and from any and all other lands of the Bucksport Water Company which border on said Stream, together with the right to deepen and straighten the channel of said Stream.

The grantor's lands, flowage rights, pipe line easements, diversion rights and other insterest in real estate relating to or in any way connected with the water supply for its mill from or through Silver Lake are all subject to the grant of rights and easements from Maine Seaboard Paper Company to Bucksport Water Company contained in said Indenture and all covenants and easements relating thereto contained in said Indenture.

PIPE LINE ALAMOOSOOK LAKE TO SILVER LAKE

25. Also a certain pipe line extending from land of said grantor on which the dam is located at the outlet of Alamoosook Lake to land of said grantor at the head waters of Silver Lake conveyed by Edith L. Grindle to Maine Seaboard Paper Company by deed dated August 13, 1930 and recorded in said Registry in Book 631, Page 105, which pipe line extends across the land of Alice J. Clement, land of Percy F. Moore, land of Lysle P. Saunders, land of Mildred B. Soper, land of Mattie M. Gray, land of Byron E. Colby, land of Albert M. Eldridge, land of Russell E. Grey, land of Melvin H. Harriman and land of John E. Grindle, together with the right to place, maintain, repair, re-build and operate said pipe line as so located within the limits of right of way not over fifty (50) feet in width.

The Maine Seaboard Paper Company acquired right of way for said pipe line by the following deeds:

Deed of Alice J. Clement dated July 28, 1930 and recorded in said Registry in Book 630, Page 395.

Deed of Percy F. Moore dated July 26, 1930 and recorded in said Registry in Book 630, Page 397.

Deed of Lysle P. Saunders dated August 2, 1930 and recorded in said Registry in Book 630, Page 397.

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Deed of Mildred B. Soper dated July 26, 1930 and recorded in said Registry in Book 631, Page 17.

Deed of Mattie M. Gray dated July 25, 1930 and recorded in said Registry in Book 630, Page 398.

Deed of Byron E. Colby dated July 26, 1930 and recorded in said Registry in Book 631, Page 17.

Deed of Albert H. Eldredge dated July 28, 1930 and recorded in said Registry in Book 631, Page 18.

Deed of Russell E. Gray dated July 28, 1930 and recorded in said Registry in Book 631, Page 18.

Deed of Melvin H. Harriman dated July 26, 1930 and recorded in said Registry in Book 630, Page 398, and

Deed of John E. Grindle dated July 26, 1930 and recorded in said Registry in Book 631, Page 19.

PIPE LINE - SILVER LAKE TO THE MILL SITE

26. Also a certain pipe line extending from land of said grantor at or near the foot of Silver Lake in said Bucksport which land was conveyed to Maine Seaboard Paper Company by Nyada Colby et al. by deed dated July 17, 1930 and recorded in said Registry in Book 630, Page 327, to land of said grantor in said Bucksport conveyed to Maine Seaboard Paper Company by deed of Trustees of East Maine Conference Seminary dated December 3, 1929 and recorded in said Registry in Book 628, Page 144, which pipe line extends across land of Bert H. Bennett, land of Evvie L. Lowell, land of Melvin H. Harriman and other land of Bert H. Bennett, together with the right to place, maintain, repair, re-build and operate said pipe line as so located within the limits of right of way not over fifty (50) feet in width, together with the right of erecting and maintaining a line of poles with wires and appurtenances within the limits of the above described right of way for the purpose of transmitting electric energy for use in connection with the water supply.

The Maine Seaboard Paper Company acquired the right of way for said pipe line by the following deeds:

Deed of Bert H. Bennett dated July 18, 1930 and recorded in said Registry in Book 630, Page 328.

Deed of Evvie L. Lowell dated July 18, 1930 and recorded in said Registry in Book 630, Page 329.

Deed of Melvin H. Harriman dated July 18, 1930 and recorded in said Registry in Book 629, Page 555.

Deed of Bert H. Bennett dated July 18, 1930 and recorded in said Registry in Book 630, Page 329.

PIPE LINE RIGHT OF WAY - NARRAMISSIC RIVER TO POND STREET IN BUCKSPORT

27. Also the right of way to place, maintain, repair, re-build and operate a pipe line along, over and across land of Seth R. Hutchins, land

of Harry L. White, land of F. Homer Hutchings, land of G. Colby Wardwell et al., land of Harry B. Small, land of Louisa Wasson et al., land of E. H. Cunningham, land of Loring Robbins, land of Ernest Hutchins, land of Louis H. Chandler et al., land of James Hutchins, land of Fred L. Kenney et al., land of Janet D. Harrison, land of Eva C. Stubbs and land of H. Frances Page; from the Hutchins mill privilege, so-called, on the Eastern or Narramissic River in Orland which mill privilege was conveyed to Maine Seaboard Paper Company by deed of Seth R. Hutchins dated June 11, 1930 and recorded in said Registry in Book 630, Page 158 to Pond Street in said Bucksport, said right of way being twenty-five (25) feet in width.

The Maine Seaboard Paper Company acquired the said right of way by the following deeds:

Deed of Seth R. Hutchins dated June 11, 1930 and recorded in said Registry in Book 630, Page 158.

Deed of Harry L. White dated May 5, 1930 and recorded in said Registry in Book 629, Page 284.

Deed of F. Homer Hutchings dated May 12, 1930 and recorded in said Registry in Book 629, Page 403.

Deed of G. Colby Wardwell et al. dated in May, 1930 and recorded in said Registry in Book 629, Page 404.

Deed of Harry B. Small dated May 8, 1930 and recorded in said Registry in Book 629, Page 405.

Deed of Louisa Wasson dated May 14, 1930 and recorded in said Registry in Book 629, Page 405;

Deed of Beatrice H. Moore et al. dated May 22, 1930 and recorded in said Registry in Book 629, Page 406.

Deed of Bertha Dubois dated May 27, 1930 and recorded in said Registry in Book 629, Page 407.

Deed of E. H. Cunningham dated May 8, 1930 and recorded in said Registry in Book 629, Page 407.

Deed of Loring Robbins dated May 15, 1930 and recorded in said Registry in Book 629, Page 408.

Deed of Ernest Hutchins dated May 10, 1930 and recorded in said Registry in Book 630, Page 140.

Deed of Louis H. Chandler dated May 15, 1930 and recorded in said Registry in Book 630, Page 141.

Deed of William T. Chandler dated June 7, 1930 and recorded in said Registry in Book 630, Page 139.

Deed of James Hutchins dated May 8, 1930 and recorded in said Registry in Book 630, Page 141.

Deed of Fred L. Kenney et al. dated May 26, 1930 and recorded in said Registry in Book 630, Page 256.

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Deed of Janet D. Harrison dated in May, 1930 and recorded in said Registry in Book 630, Page 142.

Deed of Eva C. Stubbs dated May 9, 1930 and recorded in said Registry in Book 630, Page 142.

Deed of H. Frances Page dated May 10, 1930 and recorded in said Registry in Book 630, Page 143.

LANDS AND RIPARIAN RIGHTS ON NARRAMISSIC OR EASTERN RIVER IN ORLAND

28. Also a certain lot or parcel of land in the town of Orland, Hancock County, Maine, on both sides of the Eastern or Narramissic River and known as the Hutchins Mill Privilege and bounded and described as follows:

The parcel on the westerly side of the river begins on the easterly side of the Fish Point Road at the southwest corner of a lot owned now or formerly by A. C. Swazey, et al (said corner being about two hundred seven (207) feet southerly from the southerly line of the County Road to Bucksport); thence easterly on said Swazey lot to the Eastern or Narramissic River; thence southerly down said river about seven hundred two (702) feet to land now or formerly of A. C. Swazey, et al; thence westerly on said Swazey lot about two hundred seven (207) feet to the middle road to Fish Point so-called; thence northerly on said middle road to the Fish Point Road; thence northerly on said Fish Point Road to the point of beginning. The parcel on the easterly side of said river being the same as conveyed by Brown et al. to the Eastern River Lock and Sluice Company by deed dated August 4, 1851 and recorded in Hancock Registry, Book 92, Page 291; including with the above, all mills, dams, locks and all other rights as owned by the Eastern River Lock and Sluice Company pertaining to the property conveyed to Seth R. Hutchins by deed recorded in Hancock Registry, Book 325, Page 99, including also all water power rights acquired.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Seth R. Hutchins dated June 11, 1930, recorded in said Registry, Book 630, Page 158, rerecorded in Book 632, Page 578, excepting however the portion thereof conveyed by Maine Seaboard Paper Company to Guy C. Emerson by deed dated August 31, 1935 and recorded in Hancock Registry, Book 648, Page 243, and described therein as follows:

"A certain lot or parcel of land situated in said Orland and bounded and described as follows:- Beginning at a high rock in the Orland or Narramissic River, being at the original corner of the old mill lot which was conveyed to the grantor by Seth R. Hutchins by deed dated June 11, 1930 and recorded in Hancock Reg. of Deeds, Book 630, Page 158, and also being the southeast corner of the old pound lot, so-called, heretofore conveyed by this grantor to Charles L. Farmer; thence by the south line of said pound lot north 42 1/2° west about one hundred twenty (120) feet to the town road leading from the county road to the end of Fish Point, so-called; thence by said town road south about one hundred fifty-eight (158) feet to the intersection of said town road with the road leading down to the wharves, said last-mentioned road being referred to in the said deed from Seth R. Hutchins to the grantor as the 'Middle Road to Fish Point'; thence southerly along the last-mentioned road to a point from which a line drawn parallel with the

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northerly side of the new dam and one hundred (100) feet distant northerly therefrom, would intersect; thence on said line which is parallel with and one hundred (100) feet distant northerly from the north side of said dam to the said river; thence north by said river to the first-mentioned bound. The above described premises are a part of the same which were conveyed to this grantor by the above-mentioned deed from Seth R. Hutchins."

29. Also a certain lot or parcel of land situated in said Orland, bounded and described as follows:

Beginning near the Easterly end of the "Great Works" mill dam at Orland Village on the Eastern side of Eastern River, one rod up the bank from high water mark; thence running Southerly by the course of said river and continuing one rod above high water mark on the bank about thirty (30) rods to a large flat stone at the Northeast corner of wharf owned by Daniel Harriman, now or formerly, same one hundred twenty-five (125) feet South of South end of wharf known as "John Buck"s Wharf" or known as "Eastern Pier Wharf"; thence Westerly by the Northerly end of said Daniel Harriman's wharf to the bed of the river; thence Northerly by the bed of the river to the said mill dam; thence Easterly by the said dam to the bound first mentioned, together with all wharves on above mentioned premises, also all buildings thereon. Also the right of way for loaded teams and all kinds of conveyance from Eastern River Bridge to the above described wharf lot.

30. Also another lot or parcel of land situated in said Orland, bounded and described as follows:

A part of the shore lot originally laid out to John Hancock as a settler on the eastern side of Eastern Penobscot River beginning at a stake and stones six (6) feet above high water mark at the Northerly end of a wharf built by Hugh Carr; thence Westerly the same course of the sideline of said lot to low water mark; thence up said river at low water mark one hundred twenty-five (125) feet; thence South sixty-six (66) degrees East to a stake and stones six (6) feet above high water mark on the East shore of said river; thence on the shore keeping a distance above high water mark of six (6) feet one hundred twenty-five (125) feet to the first mentioned bound.

31. Also another lot or parcel of land situated in said Orland, bounded and described as follows:

Beginning at a stake and stones at high water mark on Eastern River southerly one hundred twenty-five (125) feet from the Southeasterly corner of Eastern Pier, so-called, or John Buck's wharf; thence Easterly up the bank one (1) rod to a stake and stones; thence Southerly by the river's course about one hundred thirty-nine (139) feet to land now or formerly of Daniel Harriman; thence West one (1) rod to Eastern River; thence Northerly to bounds first mentioned, together with all the water and wharf privilege thereto pertaining.

The premises described in paragraphs 29, 30 and 31 were conveyed to Maine Seaboard Paper Company by Warranty Deed of Georgia M. Bridges dated February 27,1930 and recorded in said Registry, Book 629, Page 87.

32. Also a certain lot or parcel of land situted in said Orland, bounded and described as follows:

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Beginning on the South side of the County road leading from Orland to Ellsworth at Northwest corner of land of Sewell Ginn known as Blacksmith Shop Lot; thence South by said lot to Northwest corner of land of S. B. Holt; thence South by land of S. B. Holt one hundred fifty (150) feet to Holt's southwest corner; thence South by land of W. B. Hutchins one hundred fifty-two (152) feet; thence in a general Southerly course by land of Georgia Kidder six hundred eighty-one and one-half (68 1/2) feet to the Southerly side of Buck's wharf (so-called); thence Westerly to land of said grantor; thence Northerly by land of said grantor to land of Seth Hutchins; thence Easterly by Hutchins land to land of Georgia Kidder; thence by said Kidder land Northerly to land of W. B. Hutchins; thence Westerly by land of S. R. Hutchins to Narramissic River; thence Northerly by said river to the Southwest corner homestead lot of Sewall C. Ginn; thence Easterly by said Ginn land to the County Road; thence by said road Easterly to first bound.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Abbie M. Buck et al.dated June 4, 1930, recorded in said Registry, Book 629, Page 554.

33. Also a certain lot or parcel of land in said Bucksport on the Westerly side of the Narramissic River and bounded and described as follows: Northerly by land now or formerly of Albert H. Eldridge et al.; Easterly by the Narramissic River; Southerly by land now or formerly of Russell E. Grey et als.; Westerly by land of parties unknown, containing about thirty-four (34) acres.

Being the same premises which were conveyed to Maine Seaboard Paper Company by Warranty Deed of Margaretha A. Wharton dated June 12, 1930 and recorded in said Registry in Book 629, Page 515. Subject, however, to the pole line rights over and across said premises which were conveyed by Maine Seaboard Paper Company to Central Maine Power Company by deed dated September 30, 1930 and recorded in said Registry in Book 632, Page 234.

34. Also a certain lot or parcel of land in said Orland on the Southerly side of the Narramissic River bounded and described as follows: Northerly by said River; Easterly by land of said grantor, formerly of Central Maine Power Company; Southerly by the River Road on the south side of said Narramissic River; Westerly by land of Homer P. Mooney, containing about five (5) acres. Subject, however, to any rights of the public in the highway or landing.

Being the same premises conveyed to Maine Seaboard Paper Company by Augusta J.Gowen et al. dated July 9, 1930 and recorded in said Registry in Book 630, Page 284.

35. Also a certain lot or parcel of land situated in said Orland bounded and described as follows:

Beginning on the Easterly side of the Eastern River at the Southwest corner of land of George H. Randall; thence Southeasterly on an old original line to the Northwest corner of land formerly occupied by L. B. Bennett; thence Southerly by said Bennett's land to the Northwest corner of land formerly occupied by Eugene Wardwell; thence Northwesterly by the Northerly line of land of Walter L. Brewster and parallel with the first described line to the River; thence in a general northerly direction by said river to the point of beginning. Reserving to the town of Orland a road as now travelled across the Westerly end of said lot.

Being the same premises conveyed to Maine Seaboard Paper Company by

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Warranty Deed of Roscoe E. Dorr dated April 25, 1930, recorded in said Registry in Book 629, Page 284. Excepting, however, the portion of the above described premises conveyed by Maine Seaboard Paper Company to J. Frank Ames by deed dated June 27, 1934 and recorded in Hancock Registry, Book 646, Page 268, and described therein as follows:

"A certain lot or parcel of land situated on the easterly side of the Orland or Narramissic River in said Orland bounded and described as follows: Northerly by land now or formerly of G. H. Randall; easterly by the Highway; southerly by land now or formerly of W. L. Brewster, and westerly by said River."

36. Also the following described land and all water privileges connected therewith; said land is situated in said Orland and is bounded and described as follows:

Beginning at a stake at the shore of Eastern River at the south side of the mouth of Morrills Brook, so-called, in Orland; thence due west five (5) rods and fifteen (15) links to a stake on a gravel bank; thence southerly, a little west of south, to the northeast corner of house lot formerly owned or occupied by Alden Harriman; thence by said Harriman's easterly line to the southeast corner of his lot; thence southerly to a stake by the west side of the County Road, in all fifteen (15) rods from the stake on the gravel bank; thence east four (4) rods to the river; thence northerly by the river to the place of beginning, containing about seventy-two (72) square rods including the County Road which passes lengthwise of the land; the right of way hereby being reserved to the use of the County Road, aforesaid, the water privileges which lie easterly of said lot are conveyed, not meaning to convey any water privileges on the northerly end of said lot or any rights in said lot which belong to the town of Orland or County of Hancock.

Being the same premises conveyed to Maine Seaboard Paper Company by Perpitia L. Emerson by Warranty Deed dated December 13, 1930, recorded in said Registry, Book 675, Page 482.

37. Also the rights to divert the water of the Eastern or Narramissic River by pipe or othewise acquired by the Maine Seaboard Paper Company from the following parties by deeds dated and recorded in said Hancock Registry of Deeds as follows, but excepting and reserving however, to the several Grantors of said deeds, their heirs and assigns, a sufficient supply of water flowing past or over the lands of said Grantors bordering on said river for all household and pasturage purposes, namely:

Grantor	Date	Book	Page
Alice J. Clements	June 18, 1930	630	243
Percy F. Moore	June 23, 1930	630	238
A. R. Soper et al.	June 20, 1930	629	483
Lysle P. Saunders	June 23, 1930	629	487
A. R. Soper et al.	June 20, 1930	629	483
Llewellyn Harriman	June 23, 1930	629	486
Byron E. Colby	June 23, 1930	629	487
Clara Russell et al.	June 18, 1930	630	241
Albert H. Eldridge	June 23, 1930	630	239
Russell E. Grey	June 23, 1930	630	239
Isaac F. Dorr	June 18, 1930	630	240
Carrie M. Buck et al.	June 18, 1930	630	242
A. R. Soper et al.	June 18, 1930	629	484

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Grantor (continued)	Date	Book	Page
James Holt	June 18, 1930	629	536
H. H. Dunbar	June 18, 1930	630	244
Rising Sun Lodge 71 F.&A.M.	June 18, 1930	629	482
A. R. Soper	June 20, 1930	629	485
Homer H. Mooney	June 23, 1930	630	243
Elizabeth E. Sawyer	Dec. 11, 1930	633	88
Carrie A. Staples	June 18, 1930	629	481
G. H. Randall	June 23, 1930	630	241
Alvin E. Gowen	June 18, 1930	630	237
Walter L. Brewster	July 9, 1930	629	515
A. R. Soper	June 18, 1930	629	485
Emma A. Cotton	June 18, 1930	629	535
Alice P. Gray	June 18, 1930	630	282
Flora F. Dorr	Jan. 20, 1931	632	493
Homer H. Dunbar	July 9,1930	630	284
Howard Johnson	Oct. 16, 1930	632	454
Ella M. Saunders	June 23, 1930	629	495
Sewall C. Ginn	Jan. 19, 1931	633	87

38. Also all rights to divert the water of the Eastern or Narramissic River by pipe or otherwise, all flowage rights and all other reparian rights and all rights of way and other easements and rights of every name and nature which were excepted or reserved by Maine Seaboard Paper Company from the conveyances made by it to the following Grantees by deeds dated and recorded in said Hancock County Registry of Deeds as follows, namely:

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Grantee	Date	Book	Page
C. L. Farmer	Sept. 18, 1935	648	299
Annie E. Ames	June 27, 1934	645	194
David C. Buck	June 27, 1934	645	444
Russell Johnson	June 27, 1934	658	334
C. L. Farmer	June 27, 1934	649	5
J. Frank Ames	June 27, 1934	646	268
Guy C. Emerson	Aug. 31, 1935	648	243

DAM SITE AT OUTLET OF ALAMOOSOOK LAKE

39. Also all and the same premises conveyed to Maine Seaboard Paper Company by Central Maine Power Company by deed dated February 26, 1934 and recorded in Hancock Registry of Deeds, Book 643, Page 224, subject to the exceptions, reservations, covenants and agreements therein set forth, said premises and said exceptions, reservations, covenants and agreements being described and set forth in said deed as follows:

"A certain lot or parcel of land situated in the Town of Orland, County of Hancock, said State, more particularly bounded and described as follows, to wit:

Commencing on the southwesterly side of the highway leading from the Falls Bridge, so-called, to the dwelling house of J. Foster Soper at a point opposite the southeasterly corner of the Jonathan Buck, Jr. lot, so-called; thence southwesterly across Eastern River to a point at the extreme southwesterly end of the present dam, formerly called the Upper Dam; thence southwesterly up the bank four rods; thence northwesterly down said river, keeping said distance of four rods therefrom about fifty rods to a point opposite the southwesterly corner of said Jonathan Buck, Jr. lot; thence northeasterly across said Eastern River to said highway; thence southeasterly

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along said highway to the point of beginning, together with all dams, mill privileges and rights of flowage which formerly belonged to the Eastern River Lock and Sluice Company.

Meaning and intending hereby to convey the property conveyed to Albert H. Shaw by Parker Spofford, Trustee, by his deed of September 25, 1905, recorded in Hancock Registry of Deeds, Book 425, Page 411, but excepting from the property hereby conveyed and reserving to the grantor, its successors and assigns, as upper riparian owner, the right to regulate and control in such manner as it may deem for its best interests by means of its dam and power house located at or near the outlet of Toddy Pond, so-called, the waters of said Toddy Pond and all tributaries thereof, provided, however, and the said grantor, for itself, its successors and assigns, hereby covenants and agrees to and with the said grantee, its successors and assigns, that said grantor, and its successors and assigns, shall and will so regulate and control the waters in said Toddy Pond that on October first of each year there shall be at least 7 1/2 feet of water in said Toddy Pond as measured on the gauge at the dam now existing in Toddy Pond and having a crest height of 9 feet, and that from and after October first of each year it will draw said Toddy Pond at an approximate uniform rate during the months of October, November, December, January and February next following. It is the intention of this covenant on the part of the grantor and its successors and assigns that said Toddy Pond shall be on October first of each year approximately three-quarters full and thereafter be drawn in an approximately uniform manner for the benefit of the grantee and its successors and assigns, acts of God and other causes beyond the grantor's control excepted."

Together with the benefits of and subject to the burdens of the covenants and agreements, all as more particularly set forth in a certain indenture dated October 31, 1945 by and between Central Maine Power Company and Maine Seaboard Paper Company and recorded in said Registry in Book 704, Page 239, and pertaining to the regulation of the waters of Toddy Pond.

FLOWAGE RIGHTS ON ALAMOOSOOK LAKE

40. Also the right to flow the land bordering on Alamoosook Lake described in the deeds hereinafter referred to, to which deeds reference is made for a description of said lands as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with eight (8) inches of flash boards thereon, said rights of flowage being subject to the engagement of said grantee to maintain the level of the water in Alamoosook Lake at all times in each year between May 1st and November 1st as near the gauge reading one hundred twenty-one (121) as practicable with said dam and eight (8) inches of flash board thereon and as may be consistent with the requirements of said grantee for water from said Lake. CS CS

Said flowage rights above described and hereby conveyed are all and the same which the Maine Seaboard Paper Company acquired by deeds of the following parties, dated and recorded in Hancock Registry of Deeds as follows:

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Grantor	Date	Book	Page
Prentice E. Soper	July 29, 1931	635	345
F. M. Pierce	August 15, 1931	635	346
Nora I. Leach et al.	August 6, 1931	635	346
Everett P. Wilder	August 6, 1931	635	347
Viola Brownelle	August 5, 1931	635	348
Caroline S. Otis	August 5, 1931	635	349
Lauriston G. Leach	August 6, 1931	635	349
Will L. White	August 14, 1931	635	350
Robert B. Randall	July 29, 1931	635	351
Albion R. Soper	August 14, 1931	635	352
Joseph Buck	August 18, 1931	635	352
John A. Soper	August 29, 1931	635	353
J. E. Soper et al.	August 14, 1931	635	354
Richard C. Tunison	July 29, 1931	635	355
Evelyn M. Buck	July 31, 1931	635	356
Nellie H. Atkins	July 31, 1931	635	356
Stella G. Streeter	August 13, 1931	635	357
Frances S. Keener	August 29, 1931	635	372
Thomas F. Mason et al.	August 4, 1931	635	358
Ethel B. Snow	August 5, 1931	635	359
Abbie C. Jordan et al.	August 4, 1931	635	359
Walter F. Gilliland	August 4, 1931	635	360
Carl D. Buck	August 4, 1931	635	361
Dennis R. Soper	August 6, 1931	635	362
Hermine Ehlers	August 4, 1931	635	362
Alvah G. Anchu	July 31, 1931	635	363
Joseph B. Patterson	July 30, 1931	635	364
Paul Nolan	July 30, 1931	635	365
William P. Wharton	July 29, 1931	635	365
Clement R. Lee et al.	July 29, 1931	635	366
Frances C. Homer	August 11, 1931	635	367
Walter H. Gardner	August 1, 1931	635	368
Augusta H. Gardner	August 1, 1931	635	368
Fred S. Blodgett	August 1, 1931	635	369
Gertrude M. Emery	July 30, 1931	635	370
Leslie E. Little	August 12, 1931	635	371
Eleanor Campbell French	July 31, 1931	635	372

DWELLING HOUSES IN BUCKSPORT

41. Also a certain lot or parcel of land with the buildings thereon, situated in Bucksport and bounded and described as follows: Beginning on the Westerly side of Central Street at a point eighty (80) feet distant Northerly from the Northerly side of Main Street measuring along said Central Street; thence Westerly, parallel with said Main Street to land formerly of Stephen Ryder; thence Northerly by said land formerly of Ryder about one hundred four (104) feet to land formerly of Alonzo G. Putnam; thence Easterly by said Putnam land to said Central Street and thence Southerly by said Central Street to the place of beginning, being the Northerly part of the former Luman Warren, Bradley Block property.

Being the same premises conveyed to Maine Seaboard Paper Company by F. Fulton Redman et als. by deed dated June 18, 1946 and recorded in Hancock County Registry of Deeds in Book 708, Page 74.

42. Also a certain lot or parcel of land situate in said Bucksport

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village, bounded and described as follows, to wit: Commencing on Franklin Street at the southeast corner of land now or formerly of Albert F. Page; thence northerly on said Page's easterly line ten (10) rods to land now or formerly of Mrs. James Harrigan, formerly of the heirs of Frank Page; thence easterly parallel with said Franklin Street four and one-half (4 1/2) rods, more or less, on said Harrigan line and in continuation thereof to the Congregational Parsonage Lot (so called); thence southerly by said parsonage lot ten (10) rods to said Franklin Street; thence westerly on said Franklin Street four and one-half (4 1/2) rods, more or less, to the point of beginning.

Being the same premises conveyed to Maine Seaboard Paper Company by Benjamin B. White by deed dated May 3, 1946 and recorded in said Registry in Book 709, Page 227.

43. Also a certain lot of land with the buildings thereon situated in Bucksport, County of Hancock, said State, heretofore known as the Gibson House lot and bounded as follows, to wit: Beginning at the southeasterly corner of lot now or formerly owned or occupied by Schuyler Cobb on Franklin Street; thence northeasterly on said Cobb's line passing over the center of the well to the Mill Pond; thence easterly by said Pond to land formerly owned by Ambrose W. Harriman; thence southwesterly on the line of land formerly owned by said Harriman to Franklin Street; thence westerly on said Franklin Street to the first mentioned bound. EXCEPTING AND RESERVING therefrom that portion of the premises conveyed to Horace L. Gould by deed of Eliza P. Swazey, dated May 18, 1915, recorded in Hancock Registry of Deeds, Vol. 514, Page 369; and that portion of the premises conveyed to Central Securities Corporation by deed of Eliza P. Swazey, dated October 8, 1931, recorded in said Registry, Vol. 635, Page 568. This conveyance is further made subject to the easements set forth in each of said deeds.

Also, a certain lot or parcel of land situated on the northerly side of Franklin Street in said Bucksport, bounded and described as follows: Beginning at a point on Franklin Street at the southwesterly corner of land now or formerly owned or occupied by Eliza P. Swazey; thence northerly along the westerly line of said Eliza P. Swazey's land to the northerly line of said Eliza P. Swazey's buildings; thence westerly at right angles with said Eliza P. Swazey's westerly line six (6) feet; thence southerly and parallel with said Eliza P. Swazey's westerly line to said Franklin Street; thence easterly along said Franklin Street six (6) feet to the place of beginning. Being a strip of land six (6) feet wide on Franklin Street and extending northerly along and adjoining the westerly line of said Eliza P. Swazey's land. EXCEPTING AND RESERVING, however, from this conveyance, the right and privilege of Harry P. Dorman to draw water from a well on said strip, and to pipe the same if he shall so desire.

Being the same premises conveyed to Maine Seaboard Paper Company by Winifred Jones by deed dated April 16, 1946 and recorded in said Registry in Book 709, Page 227.

TIMBERLANDS IN HANCOCK COUNTY

44. Also mile squares numbered six (6) in each and every range numbered one (1), two (2), three (3), four (4), and five (5), and also *****the strip of one hundred forty (140) rods lying south of these numbers, all in township numbered forty-one (41) in said County of Hancock, said lots comprising what is usually called the "Set-off", according to the survey and

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plan of said township by Samuel T. Baker, made August 30, 1853. (B1)

The above described premises were conveyed to Maine Seaboard Paper Company by deed of Machias Lumber Company dated April 25, 1930 and recorded in Hancock Registry of Deeds, Book 628, Page 587 and by deed of J. R. & P. J. Sullivan dated November 20, 1929 and recorded in Hancock Registry of Deeds, Book 628, Page 145.

45. Also all the right, title and interest of said grantor in and to all of the hemlock trees of whatever size and description standing, or which may be standing or growing, on the following lots of land in the southerly half part of township number four (4), in the North Division, in said County of Hancock, being lots numbered twenty-nine (29) and thirty (30), containing twelve hundred eighty (1280) acres, more or less, with all the rights and privileges on said lots of land which were conveyed to Fayett, Brackley and William Shaw by Edwin Longfellow, by deed dated April 15, 1871, and recorded in above Registry, Book 140, Page 2. (C1)

The above described premises were conveyed to Maine Seaboard Paper Company by deed of Machias Lumber Company dated April 25, 1930 and recorded in Hancock Registry of Deeds, Book 628, Page 587.

46. Also all the rights and all the growth, present and future, on certain lots or parcels of land situated in Township No. 4, N.D., Hancock County, Maine, which were conveyed by Maine Seaboard Paper Company to the State of Maine by deed dated December 14, 1945 and recorded in Hancock County Registry of Deeds in Book 703, Page 353, and described therein as follows:

"Lots numbered thirty-six (36), forty-two (42), forty-eight (48) and that part of lots numbered thirty-five (35), forty-one (41), forty-seven (47) which lie easterly of a line run and marked by Henry R. Taylor and George W. Banton in the year 1903. The starting point of said line is fixed by a cedar post marked 'D 1903" and standing in the Northerly line of said block numbered thirty-five (35) and about forty rods westerly of Second Unknown Lake and five hundred five and one half (505 1/2) rods Westerly from a cedar stake marked '1897-1903' which is standing at the North-easterly corner of lot numbered thirty-six (36). And the said starting point being five hundred five and one half (505 1/2) rods Easterly of a cedar stake marked 'NB 1851' and standing at the Northwestly corner of said lot numbered thirty-four (34) starting from said cedar post on the Northerly line of said lot numbered thirty-five (35) said line runs by a course which was by compass in the year 1903 South seven degrees fifty-one minutes West (S 7°-51' W), across said lots numbered thirty-five (35), forty-one, (41), forty-seven (47), to a cedar stake marked 'GWB HRT 1903' and standing on the dividing line between said Township Number 4 and Township Number 41. The last named stake is four hundred eighty four (484) rods Westerly of a cedar stake marked '1851' and standing at the Southeasterly corner of said Township Number 4 and said stake is the terminus of said dividing line and four hundred eighty four (484) rods Easterly of a Hemlock tree marked '1851' and standing at the Southwesterly corner of said lot numbered forty-six (46) being that part of nine lots of land set off to Machias Lumber Co., containing 3059 acres more or less.

For a more particular description of the arrangement and numbering of the above lots reference may be had to plan of said Township Number 4 recorded in the Registry of Deeds, Hancock County, Maine, plan book 5, page 54."

Said rights and growth were reserved by said Maine Seaboard Paper Company in its deed to said State of Maine and recorded in said Registry of Deeds in

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Book 703, Page 353. (C2)

47. Also that portion of the easterly one-half of Township Number thirty-five (35), Middle Division, situate in the flowage of Fifth Lake Machias; thence about south 9° 30' west by and along the easterly line of said Township two hundred (200) chains, to the southeasterly corner of the premises herein described, a cedar post, surrounded with stones, marked "Sullivan ↔ , Curtis, T 36 ↔ 1924", and witnessed "↔ 1924"; thence North 82° 30' west, eighty-six and fifty-four hundredths (86.54) chains, to a cedar post, surrounded with stones, and marked "S. C. ↔ "; thence on the same course across the beach of the east shore of Sabio Lake, and across the waters thereof, six and nineteen-hundredths (6.19) chains, to the northerly end of a small rocky island, flowed at high water; thence on the same course, across the waters of said Lake seven and thirty-nine hundredths (7.39) chains to the easterly shore of a wooded island; thence on the same course ninety-three hundredths (.93) chains, to a cedar post marked "C ↔ S ↔ ↔"; thence on the same course two and ninety hundredths (2.90) chains to the easterly shore of said island; thence on the same course across the waters of said lake five and eighty-three hundredths (5.83) chains to the easterly shore of a wooded island which is connected with the last described island by a narrow sand bar running nearly parallel with and slightly southerly of the line; thence on the same course, across said last entered island four and twenty-hundredths (4.20) chains to a point five (5) links southerly of a large hemlock tree marked "↔ Witness Sullivan-Curtis Line"; thence, on the same course eighty-hundredths (.80) chains, down the westerly beach of said island, to low-water line of said lake; thence, on the same course, one and twenty-eight hundredths (1.28) chains, across a narrow cove to a sand-bar, running northwesterly from the last described island; thence, on the same course, across the waters of said lake twelve and seventeen hundredths (12.17) chains to the westerly edge of land flowed at high water of said lake; thence on the same course across land so flowed thirteen and fifty-two-hundredths (13.52) chains to the southwest corner of premises herein described; the total length of the last described line being one hundred forty-two and twenty-nine hundredths (142.29) chains; thence North 7° 30' east by and along a base line established by Marsh and Willey during the spring of 1924, five and forty hundredths (5.40) chains, through said land flowed at high water; thence on the same course, and by and along said base line, passing through a cedar post set near the high-water line of said Sabio Lake marked "Curtis ↔ Sullivan ↔ ↔ 1924", and through two cedar posts, surrounded with stones, set respectively on the southerly and northerly shores of Little Sabio Lake, each marked "Curtis ↔ Sullivan ↔ ↔ 1924", one hundred ninety-three and thirty-three hundredths (193.33) chains, to the northwest corner of said herein described premises and to the north line of said Township 35 Middle Division, where is set a spruce post, surrounded with stones and marked "Sullivan, Curtis ↔ ↔ 1924, T. 41 ↔ " and witnessed "↔ ↔ 1924"; thence eastward by and along the northerly line of said Township 35 Middle Division, one hundred fifty-three (153) chains to the northeast corner of said Township, and the point of beginning, all distances in the foregoing description being more or less. (D1)

The above described premises were conveyed to Maine Seaboard Paper Company by deed of J. R. & P. J. Sullivan dated November 20, 1929 and recorded in Hancock Registry of Deeds, Book 628, Page 145.

48. Also a certain lot or parcel of land and being situated in Township No. 9 (Nine) in said County of Hancock and bounded and described as follows, to wit: Commencing at a stake and stones on the South side of Black's Road, so called, leading to Franklin and on the West line of said Township No. 9; thence North on said West line to the Southwest corner of the Calvin Butler lot, so called; thence East to the Southeast corner of the Samuel Springer lot,

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so called, now or formerly the property of the Franklin Land, Mill and Water Company; thence in a southeasterly direction to a point on the North side of said road one hundred and eight rods from an oak tree marked and standing on the east line of said No. 9 on the North side of said road; thence Westerly by said Black's Road to the first mentioned bounds and containing four hundred and seventeen (417) acres, more or less. And being the same premises as described in the deed from Joseph C. Lewis and Otis F. Godfrey to Robert F. Gerrish and William H. Card, dated March 17, A.D. 1869, and recorded in the Registry of Deeds for Hancock County, Maine, in Vol. 132, Page 379. (I1.)

49. Also a certain lot or parcel of land and being situated in half of Township No. 9, Middle Division, in said County of Hancock, bounded and described as follows, to wit:- All that part of said No. 9 lying North of the County Road leading from said Franklin to Cherryfield, bounded on the North by Eastbrook and Township No. 16; on the East by Township No. 10; and on the South by said County Road, containing twenty hundred and twenty-five (2025) acres, more or less. Excepting and reserving, however, the lots and privileges reserved in the deed of said land from the Directors of the Franklin Land, Mill and Water Company, to H. E. Macomber, dated February 1, A.D.1866, reference being had to said Macomber's deed for more particular description; also reserving from this lot the tract of land containing about four hundred and seventeen (417) acres which is described in and conveyed by paragraph 48 in this deed. Being the same premises described as conveyed to William H. Card in the deed from Joseph C. Lewis and Otis S. Godfrey, dated December 23, A.D. 1870, and recorded in said Registry of Deeds in Vol. 137, Page 522, to which deed and the record thereof reference is hereby made for a more particular description of the above described lot. (I2)

50. Also a certain lot or parcel of land and being situated in Township No. 10, in said Hancock County and bounded and described as follows, to wit: Commencing at the Northwesterly corner of said No. 10 and running Easterly on the North line of said Township No. 10 four hundred (400) rods to land of John W. Coffin; thence Southerly five hundred and sixty (560) rods by land of said Coffin and John West; thence Westerly four hundred (400) rodx by the 938 acre lot, so called; thence Northeasterly on the east line of Township No. 9 and by land now or formerly owned by H. E. Macomber in said No. 9 five hundred and sixty (560) rods to the point of beginning, containing fourteen hundred (1400) acres, more or less. Excepting, however, from this conveyance six hundred (600) acres included in the above description conveyed by Edward M. Dutton and W. R. H. Dutton to Wm. Nichols and John G. Nichols about October 25, A.D. 1866, as described in said deed to said Nichols. Being the same as described in the deed from Wm. T. Shaw and E. C. H. Shaw to Wm. H. Card, dated November 13, A.D. 1876, and recorded in said Registry of Deeds, in Vol. 163, Page 378, to which deed and the record thereof reference is hereby made for a more particular description. (I3)

The premises described in paragraphs 48, 49 and 50 were conveyed to Maine Seaboard Paper Company by deeds of Hannibal E. Hamlin dated September 4, 1930, recorded in Hancock County Registry of Deeds in Book 631, Page 155; Gertrude T. Wyman et als., dated August 15, 1930, recorded in said Registry in Book 631, Page 156; and Fred U. Ward et als., dated August 26, 1930, recorded in said Registry Book 631, Page 157.

51. Also a certain lot or parcel of land situated in Township Number eight, Hancock County, bounded and described as follows, to wit: Beginning at a stake and stones on the west line of the town of Franklin, known as the French Grant Corner, which is the southeast corner of said Township Number Eight; thence northerly on the said west line of Franklin to the corner of land now or formerly owned by Joseph Laing; thence westerly by the south

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line of the Laing land to a cedar post painted red at the northwest corner of the lot hereby conveyed; thence southerly by land now or formerly owned by Whitcomb Haynes and Whitney, and by land now or formerly owned by Mary C. Austin, to the south line of said Townhsip Number Eight, and a post set on the bank of the west branch of Egypt Stream; thence easterly by the south line of Twp. Number Eight to the point of beginning, containing 1062 acres, more or less; being all wild land, and being all and the same as the first, third, fourth, and fifth parcels described in a deed from Calvin P. Thomas and John E. Littlefield to Harold R. Edwards, dated June 7, 1921, and recorded in Hancock County Registry in Vol. 559, Page 537. (J2)

52. Also a certain lot or parcel of land in said Twp. Number Eight, Hancock County, bounded and described as follows, to wit: Bounded on the north by the line of the town of Waltham; on the east by the Scammons Tract, so called; on the south by land of Sarah Bragdon, or formerly; on the west by land of the heirs of George Gault, or formerly; containing 267 acres, more or less; being all wild land, and being the same as the second parcel described in a deed to Harold R. Edwards from Calvin P. Thomas and John E. Littlefield, dated June 7, 1921, and recorded in Hancock County Registry, in Vol. 559, Page 537. (J3)

The premises described in paragraphs 51 and 52 were conveyed to Maine Seaboard Paper Company by deed of Harold R. Edwards dated February 24, 1930, and recorded in said Hancock Registry in Book 628, Page 410.

53. Also a certain lot or parcel of land situated in Township No. Eight, Hancock County, bounded on the east by land of E. J. Swan; on the north by land of John Scammon; on the west by land known as the Gault Purchase; on the south by land owned by E. E. Coombs and others, said land being the same lot bargained to John Hutchins in January, 1876, and containing 675 acres, more or less. (L 1)

54. Also a certain lot or parcel of land lying east of the next above-described lot, bounded on the north by the above-described Swan Lot; on the east by the west line of the town of Franklin; on the south by land of E. E. Coombs, containing 120 acres, more or less, Being the same premises conveyed to C. Millard Kittredge by deed from Gideon L. Joy, dated the 18th day of July A.D. 1901, and recorded in Book 366, Page 140 of the Hancock County Registry of Deeds. (L 2)

55. Also a certain lot or parcel of land situated in Township No. 8 and beginning on the eastern bank of Egypt Stream, and on the line of the town of Waltham; thence running easterly on said line two hundred and seven (207) rods to land of John West; thence southerly on said West's line two hundred and eighty (280) rods to a corner; thence westerly on said West's line three hundred (300) rods to the George Gault line; thence northerly on said Gault's line one hundred and fifty-eight (158) rods to the land of Wilson Millett; thence northerly on said Egypt Stream one hundred and twenty-five (125) rods to the place of beginning, containing four hundred and twenty (420) acres, more or less, and being the same premises conveyed to C. Millard Kittredge by Wilson A. Googins, by deed dated July 27, 1901, and recorded in Vol. 366, Page 138. (L 3)

56. Also a certain lot or parcel of land situated in Township No. Eight, and bounded and described as follows: Beginning on the south line of Township

No. 14 on the west side of the Old Heath Stream, so-called, and running westerly on that line one hundred and seven (107) rods to the east line of the Gault Purchase; thence southerly on the Gault line one hundred and twenty-five (125) rods to a stake and stones, thence easterly one hundred and twelve (112) rods to a stake and stone on the west side of the Old Heath Stream; thence northerly following the course of the said stream one hundred

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and twenty-five (125) rods to place of beginning, and containing eighty-five and one-half (85 1/2) acres, more or less. A more particular description may be had by reference to Hancock County Registry of Deeds, Book 117, Page 107, Excepting and reserving therefrom the parcel of land containing thirty-seven and one-half (37 1/2) acres, conveyed by Hervey W. Kingman to C. M. Kittredge by deed dated December 16, 1901, and recorded in said Registry in Book 378, Page 153. (L 4)

57. Also a certain lot or parcel of land situated in said Township No. 8, and bounded and described as follows: Beginning on the north line of Township No. 8, at the northwest corner of the Nelson Millett land; thence running north eighty-six (86) degrees west seventy (70) rods to a birch tree; thence south twenty-one (21) degrees east one hundred and thirty-one (131) rods to a poplar tree; thence north seventy-six (76) degrees east to a hemlock tree twenty-one (21) rods; thence north two (2) degrees east one hundred and five (105) rods to the first mentioned bound, containing thirty-two (32) acres, one hundred and forty-five (145) rods, more or less. (L 5)

Meaning and intending to describe and convey in paragraphs 53 to 57 inclusive only the same premises described in a deed from Taber D. Bailey et al. to Joseph H. Laing dated December 23, 1920, recorded in Hancock Registry of Deeds, Book 558, Page 248, and no more; and being the same premises conveyed to Maine Seaboard Paper Company by Joseph S. Laing by his deed dated March 4, 1930, and recorded in Hancock Registry of Deeds, Book 629, Page 81.

58. Also a certain lot or parcel of land situated in the West half of Township Thirty-two (32), Hancock County, bounded and described as follows:

Beginning at the spruce post marked "Schoppe, Prentiss, 1926 PCTL" on the North line of Township Thirty-two (32), 140 chains Westerly from the point of intersection of the center line of said Township, with said north line; thence South 7° West 241 chains to the cedar post in stones witnessed and marked "Schoppe, Prentiss, 1926 PC"; thence South 83° East 133.38 chains to the center line of Township Thirty-two (32) and the spruce post witnessed and marked "3M 1926 Schoppe, Prentiss PC"; thence southerly along the center line of said Township to the South line of said Township Thirty-two (32); thence westerly along said South line three miles more or less to the Southwest corner bounds of said Township Thirty-two (32); thence northerly along the West line of said Township Thirty-two (32) six miles more or less to the Northwest corner thereof; thence Easterly along the North line of said Township Thirty-two (32) to the point of beginning, being part of the same premises described as conveyed by Henry M. Prentiss to Henry Prentiss, by deed dated March 4, 1903, and recorded April 4, 1903, in Hancock County, Maine, Registry Book 390, Page 369. (T 1)

Subject to the rights, privileges and easements conveyed by Maine Seaboard Paper Company to American Telephone & Telegraph Company by deed dated May 6, 1930 and recorded in said Registry in Book 630, Page 332.

The premises above described were conveyed to Maine Seaboard Paper Company by deed of Angela G. Clifford et als. dated April 3, 1930 and recorded in Hancock Registry, Book 630, Page 38.

59. Also a certain lot or parcel of land situated in said Township Number Thirty-two (32), bounded and described as follows:

Beginning at a point on the center line run by Addison Dodge in 1833 dividing the East half from the West half of said Township three (3) miles south of the North line of said Township at the post marked "3 M. 1926, Schoppe, Prentiss, PC"; thence South 83° East 91.64 chains to the post in stones witnessed and marked "Prentiss, Schoppe, 1926 PC"; thence South 7° West 112.77 chains to the post marked "Schoppe, Prentiss, 1926 PC."; thence South 83° East 32.06 chains to the East line of the Whitcomb, Haynes Strip,

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so-called, and the post witnessed and marked "Schoppe, Prentiss, Day, 1926 PC."; thence southerly along the East line of the said Whitcomb, Haynes Strip to the South line of said Township Thirty-two (32); thence following said South line of said Township Thirty-two (32) westerly to the point where said center line intersects said South line; thence following said center line Northerly to the point of beginning, reserving and excepting herefrom the Public Lot, so called, being the same premises described as conveyed by Whitcomb, Haynes and Whitney to Henry Prentiss and Nathaniel Lord by deed dated April 18, 1917, and recorded in April 24, 1917, Hancock County, Maine Registry Book 532, Page 455, except that part of said premises described as conveyed by Henry Prentiss and Nathaniel Lord to Pine Tree Packing Company, by deed dated October 19, 1927, and recorded March 28, 1928, in said Registry, in Book 621, Page 136.

Also the right to cut and carry away the timber and grass from the School Lot, so called, containing three hundred twenty (320) acres, more or less, situated in Township Number Thirty-two (32) in the County of Hancock, State of Maine, and being the same right, and meaning to convey, and hereby conveying, all and the same interest in said lot which was conveyed by Moses Giddings to

John F. Whitcomb, Charles H. Haynes and John O. Whitney, copartners, doing business under the firm name and style of Whitcomb, Haynes & Company by deed dated October 28, 1886 and recorded in Hancock Registry Book 209, Page 155, and being also the same premises described as conveyed by Whitcomb, Haynes & Whitney to Henry Prentiss and Nathaniel Lord, by deed dated April 18, 1917 and recorded April 24, 1917 in said Registry Book 532, Page 457. (T-2)

The premises above described were conveyed to Maine Seaboard Paper Company by deed of Henry Prentiss et al. dated April 3, 1930 and recorded in Hancock Registry Book 630, Page 39.

60. Also the right to cut and carry away the timber and grass from all the lands reserved for public uses situated in Township numbered Twenty-two (22), and the right to cut and carry away the timber from all the lands reserved for public uses situated in Township numbered Thirty-nine (39), both in Hancock County, Maine, until said townships shall be incorporated or organized for plantation purposes, being part of the same premises described as conveyed by Anson P. Morrill, Land Agent of the State of Maine, to Daniel Lord, by deed dated September 30, 1850, and recorded December 21, 1850 in Hancock County, Maine Registry Book 89, Page 402 and by deed dated November 9, 1850 recorded October 28, 1851, in said Registry in Book 91, Page 526. (T 3)

The premises above described were conveyed to Maine Seaboard Paper Company by deed of Angela G. Clifford et als. dated April 3, 1930 and recorded in Hancock Registry Book 630, Page 36.

61. Also a certain tract of land in the Town of Mariaville, in the County of Hancock, bounded and described as follows, to wit: That portion of Township formerly known as Township Number Fourteen, that lies westerly of the East Branch of Union River and all of Township Number Twenty, except so much thereof as lies southerly and easterly of the East Branch of Union River; said portion of Township Number Fourteen lying westerly of the East Branch of Union River and all of said Township Number Twenty, except so much thereof as lies southerly and easterly of the East Branch of Union River, comprising all of the territory of the Town of Mariaville, excepting therefrom certain lots reserved for public purposes and known as Ministry or Minister lot and Lottery or Ticket Lots and excepting certain lots heretofore sold to settlers and others.

Also one undivided half in common and undivided of a certain lot in said Mariaville known as the Frost Mill privilege and described in deed

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from John F. Whitcomb et als to Eugene Hale et als, dated November 12, 1889, and recorded in Vol. 241, Page 11 of said Hancock Registry.

All of the foregoing being the same premises described in deed from Michael R. Hogan to George T. McLean by deed dated September 4, 1907, recorded in Hancock Registry Book 444, Page 412, and being the same premises commonly known as the land of Mariaville Land Company. All of the above premises being subject, however to flowage rights heretofore granted to the Bangor Hydro-Electric Company. (X)

The above described premises were conveyed to Maine Seaboard Paper Company by deed of Chas. R. Ireland dated December 26, 1929 recorded in Hancock Registry Book 627, Page 492.

Excepting from the above described premises that part thereof conveyed by Maine Seaboard Paper Company to Charles C. Morrison, Jr. by deed dated May 21, 1935 and recorded in said Registry of Deeds in Book 649, Page 302, described therein as follows:

"A certain lot or parcel of land situated in the town of Mariaville, in the County of Hancock and State of Maine, bounded and described as follows, to wit:

Bounded on the North by land of Chas. C. Morrison, Jr., on the East by the original Western shore of Union River; on the South by the original shore of Union River to where it intersects the Eastern shore of Garland's Brook, so called; on the West by the original Eastern shore of said Garland's Brook and lines of land of Chas. C. Morrison, Sr., and the Eastern line of land of George Dority and others, containing 400 acres more or less."

Also excepting from the above described premises that part thereof conveyed by Maine Seaboard Paper Company to Mark C. Morrison by deed dated June 8, 1935 and recorded in said Registry in Book 647, Page 551, and described therein as follows:

"A certain lot or parcel of land situated in Mariaville in the County of Hancock and State of Maine and bounded and described as follows:

Beginning at a point in the center of Garland's Brook, so called, where the Northern side line of land of the grantor herein intersects said point; thence in a Westerly direction but always following said Northern side line to an iron bolt set in the ground between two Cedar Stakes spotted and painted blue, it being the Northeast corner bound of land of the Estate of Charles C. Morrison, Sr's, thence in a Southerly direction following the Western side line of land of the Grantor herein to the Southeasterly corner bound of said Estate of Charles C. Morrison, Sr's, George W. Black farm, so called; thence following the Western side line of land of said Grantor to the Southeastern corner bound of land of Mahlon Salisbury; thence in a

Westerly direction but everywhere following the Northerly side line of land of the Grantor herein to a Cedar stake spotted and painted blue, said stake being the Northeastern bound of land of the Estate of Charles C. Morrison, Sr's, Charles Otis farm, so called, said Cedar stake being set in the Western side line of the town of Mariaville; thence Southerly and Easterly following the Westerly and Southerly side lines of the Grantor herein to a point where the Southerly side line of land of said Grantor intersects the center of the Original Union River; thence Northerly and Northeasterly to a point in the center of said Union River opposite the center of said Garland's Brook; thence in a Northerly direction following the center line of said Garland's Brook to the point at the place of beginning. Containing 300 acres, more or less.

Meaning and intending hereby to convey and hereby conveying, whether the same is included in the foregoing description or not, all right, title and interest which the Grantor now has in and to any land which lies South

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and West of Garland's Brook, so-called, in the Town of Mariaville."

Also excepting from the above described premises that part thereof conveyed by Maine Seaboard Paper Company to Anton R. Jordan by deed dated June 13, 1938 and recorded in said Registry in Book 666, Page 21, and described therein as follows:

"A certain lot or parcel of land situated in the town of Mariaville, Hancock County, Maine and bounded and described as follows:

Beginning at a point in the east line of said town of Mariaville and in the southeasterly bound of the highway leading from Ellsworth to Aurora; thence southerly along the east line of said town of Mariaville about fourteen and one-half chains (14.50 chains) to the southeast corner of the parcel of land of the grantor of which the lot hereby conveyed is a part; thence westerly by the south line of said land of the grantor about ten and one-half chains (10.50 chains) to the southeasterly bound of said highway; thence northeasterly by the southeasterly bound of said highway to the point of beginning, containing seven and one-half acres (7.5 acres) more or less, being the small triangular piece of land that lies southeasterly of said highway where it crosses said land of the grantor."

62. Also a certain lot or parcel of land situated in Township Number Ten (10) Hancock County, Maine, bounded and described as follows, to wit: Beginning on the division line of Township Number Ten (10) at the southeast corner bound of the lot John West sold to John W. Coffin; thence on said Coffin's south line west four hundred (400) rods to the east line of lands formerly owned by Levi Bartlett & Co., of Boston; thence south on said Bartlett & Company's east line two hundred and eighty (280) rods to a corner; thence east by said Bartlett & Company's land four hundred (400) rods to the dividing line of said Township number Ten (10) before referred to; thence north on said division line two hundred and eighty (280) rods to the point of beginning, containing seven hundred (700) acres, more or less. (Z 1)

63. Also one-half in common and undivided of another lot or parcel of land situate in said Township number ten bounded and described as follows, to wit: Beginning at a birch tree on the north line of land formerly owned by Dutton (1850) on a ridge; thence north 3° east one hundred and sixty (160) rods crossing Round Pond and extending five (5) rods into Long Pond; thence south 87° east two hundred sixty (260) rods to a birch tree; thence south 3° west one hundred sixty (160) rods to a maple tree on said Dutton line; thence north 87° west on said Dutton line to point of beginning; containing two hundred sixty (260) acres, more or less, and known as the "Tilden Lot"; being part of the property described as conveyed in deed from Alexander Baring et als., Trustees, to Alexander Campbell et als. dated October 17, 1845 and recorded in said Hancock Registry in Vol. 88, Page 208. (Z 2)

64. Also three-fourths parts in common and undivided of another certain lot or parcel of land situate in said Township number Ten (10), bounded and described as follows, to wit: On the south by the north line of a lot of land conveyed by Seth Tisdale et als. to Samuel Dutton by deed dated September 1, 1855, recorded in said Hancock Registry in Vol. 100, Page 505; on the west by the east line of a lot of land conveyed by James W. Moore et al. to John West et als. by deed dated March 23, 1850 and recorded in said Hancock Registry in Vol. 88, Page 230; on the north by the north line of said Township number ten (10) and on the east by the east line of said Township number ten (10); excepting and reserving however the public lot or lots, if any, as the same may have been properly located within the premises in this paragraph (number 64) described. The premises in this paragraph described as conveyed, estimated to cover Twenty-five hundred (2500) acres, more or less, are a

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part of the premises described in deeds to Alexander Campbell et als, from Alexander Baring et als., Trustees of the Bingham Estate, dated October 17, 1845 and recorded in said Hancock Registry in Vol. 88, Page 208; from James F. Davis et al. dated November 29, 1856 and recorded in said Hancock Registry in Vol. 103, Page 448; and from Seth Tisdale et al., dated November 14, 1856, recorded in said Hancock Registry in Vol. 104, Page 70. (Z 3)

65. Also the right to cut and carry away the timber and grass growing upon the public or reserved lots in said Township number ten (10), Middle Division, until said Township shall be incorporated or organized into a plantation; being the same premises conveyed to Alexander Campbell et als. by A. P. Morrill, Land Agent of the State of Maine, by deed dated January 10, 1854, and recorded in Hancock Registry in Vol. 510, Page 284. (Z 4)

66. Also one-fourth in common and undivided in the proprietors lots (estimated to contain thirteen thousand three hundred and thirty (13,330) acres, more or less) situate in Township Sixteen (16), Middle Division, Bingham Purchase, Hancock County, which was conveyed to Alexander Campbell et als. by Andrew Pierce in a deed dated December 1, 1860, recorded in said Hancock Registry in Vol. 112, Page 320; excepting therefrom Block One (1) and also fifty (50) acres in Block Seven (7) which were conveyed to John D. Crimins by Alexander Campbell et als. in a deed dated October 4, 1879, recorded in said Hancock Registry in Vol. 173, Page 266; and also excepting Block two (2) conveyed to John F. Whitcomb et als. by Alexander Campbell et als. by deed dated November 15, 1887, recorded in said Hancock Registry in Vol. 222, Page 559. The premises described as conveyed in this paragraph (number 66) are herein so conveyed subject to any meadow rights and meadow land which have been heretofore conveyed. The interest herein conveyed is said to cover two thousand nine hundred and seventeen and one-half (2917 1/2) acres, more or less. The said proprietors lands are supposed to be contained in the Blocks numbered as follows: Three (3), Four (4), Seven (7), one-half of Eight (8), three-fourths of Ten (10), Eleven (11), fifty acres in Sixteen (16), Seventeen (17), Nineteen (19), one-fourth of Twenty-two (22), Twenty-three (23), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty-one (31), Thirty-two (32), Thirty-four (34), Thirty-five (35), one-half of Thirty-three (33), one hundred acres in Thirty-six (36). (Z 5)

67. Also a certain tract or parcel of land situate in said Township Sixteen (16), Middle Division, known as the Wakefield lot, bounded and described as follows, to wit: Beginning three miles from the south line of said Township at a tree marked (18); thence northerly by the east line of said Township one mile to a stake marked 18 x 12; thence west one mile to a stake marked 18 x 17; thence south by the old line one mile to a stake marked 18 x 24; thence east one mile to the place begun at; containing six hundred and forty (640) acres, more or less, and being the same parcel of land described as conveyed by John W. Coffin and other to Alexander Campbell et als. by a deed dated November 24th, 1852, recorded in said Hancock Registry in Vol. 100, Page 230; and also by deed from E. W. Locke to said Alexander Campbell dated March 28, 1855 and recorded in said Hancock Registry in Vol. 510, Page 285. (Z 6)

Excepting parcel conveyed by Maine Seaboard Paper Company to James S. Wyman by deed dated September 21, 1937, recorded Hancock Registry, Book 658, Page 597, described in said deed as follows:

A certain lot or parcel of land situated in Township No. 16, M.D., Hancock County, Maine, being a part of the Denbo Heath, so-called, as shown on the Tunk Lake Sheet of the U.S. Geological Survey and bounded and described as follows, to wit:

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Beginning at a post in the Northeasterly corner of Block No. 18; thence westerly by the Northerly line of Block #18 and land of Charles Stewart and Sons about one (1) mile to a spruce post marked with a surveyor's mark; thence by a meandering line, following the border of the Heath Southerly, Easterly, Northerly and Easterly to the Easterly line of Lot #18; thence Northerly by the Easterly line of Block #18, being also the Easterly line of Township #16 M.D., about twenty-four (24) chains to the point of beginning, containing about three hundred twenty (320) acres of Heath land.

68. Also a certain tract or parcel of land situate in said Township Sixteen (16), known as a Lottery Lot and numbered fifty-four (54), containing three hundred and twenty (320) acres, more or less. Being the same lot described as conveyed by Benjamin Stanchfield to Alexander Campbell and others by two deeds, one dated July 16th, 1842 and recorded in said Hancock Registry Vol. 71, Page 493, and the other dated April 1st, 1843, recorded in said Registry in Vol. 74, Page 291. (Z 7)

69. Also a certain lot or parcel of land situate in said Township Sixteen (16), Middle Division, known as the Hall Block and containing four hundred and forty (440) acres, more or less, being the western part of the block numbered twenty (20). (Z 8)

70. Also five-sixths (5/6) in common and undivided of that portion of the east half of Township number twenty-two (22), Middle Division, Bingham Purchase, Hancock County, lying in the northeast corner of said Township, bounded and described as follows, viz: Beginning at the northeast corner of said Township and running West about six hundred and eight (608) rods on the Township line between number twenty-two (22) and number twenty-eight (28); thence south about four hundred and eighty (480) rods to the northwest corner of the Campbell Ticket lot, so called; thence east on the north line of said Ticket Lot about three hundred and twenty (320) rods to the northeast corner of the same; thence south on the east line of said Ticket Lot about one hundred and fifty-nine (159) rods to the southeast corner of the same; thence east about two hundred and sixty-six (266) rods to the west line

of Beddington; thence north on said Beddington line about six hundred and twenty (620) rods to the point of beginning, containing within the whole two thousand and forty-five and one-half (2045 1/2) acres, more or less, (exclusive of the Chalk Pond Lots hereinafter noted), subject however to the right of other parties in and to said Chalk Pond Lots, but including and passing herein any and all interest which the grantor may have to said Chalk Pond Lots. Subject to the right of way over and across the above premises to and from said Chalk Pond Lot. Said five-sixths interest is supposed to cover seventeen hundred and five (1705) acres, more or less. (Z 9)

Also subject to the rights, privileges and easements conveyed by Maine Seaboard Paper Company to American Telephone & Telegraph Company by deed dated November 7, 1930 and recorded in said Registry in Book 632, Page 269.

71. Also a certain other tract or parcel of land situate in said Township 22, Middle Division, known as the Reed Lot, bounded and described as follows, to wit: Beginning at the southeast corner of the "Campbell Block" of land in the northeast quarter of said east half of said Township number Twenty-two (22), the Campbell block being said to be two miles square, on the line between Beddington and said Township number twenty-two (22); thence west on the line of said Campbell block one and one-half (1 1/2) miles; thence south on a line parallel with said Beddington line two and one-half (2 1/2) miles; thence east parallel with Campbell Block south line one and one half (1 1/2) miles to said Beddington line; thence north on said Beddington line to the place of beginning, containing two thousand four hundred (2400)

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acres, more or less. (Z 10)

72. Also all right, title and interest in and to lot fifteen (15) in said Township Twenty-two (22), Middle Division, which lot contains three hundred and twenty (320) acres, more or less. For source of title see the following deeds: Deed of Edward Howe to Alexander Campbell et als. dated January 6, 1851 and recorded in said Hancock Registry in Vol. 118, Page 198; deed of Nathan Howe to Alexander Campbell et als. dated January 10, 1851 and recorded in said Hancock Registry in Vol. 90, Page 57; deed of George W. Deering to Gleason R. Campbell et als. dated February 21st, 1888, recorded in said Hancock Registry in Vol. 291, Page 228. The premises described in this paragraph (number 72) are expressly subject to a certain instrument by and between John F. Whitcomb et als. to Gleason R. Campbell et als. dated June 29, 1895, recorded in Hancock Registry in Vol. 292, Page 207, and all obligations thereunder of the said Gleason R. Campbell et als. have been assumed by the Grantor herein. (Z 11)

73. Also one-half in common and undivided of a certain lot or parcel of land situate in Township twenty-eight (28), Middle Division, Hancock County, being a "Ticket Lot"; said Ticket Lot being lot number thirty-three (33), and containing one hundred and sixty (160) acres, according to the plan and survey of Rufus Putnam in the land office of Massachusetts. (Z 12)

74. Also one-half in common and undivided of the right to cut and carry away the timber and grass growing upon the Public Lots or reserved lots in said Township number twenty-eight (28) until said Township shall be incorporated or organized into a plantation. (Z 13)

75. Also certain real estate situated in the southerly part of Township 34, Middle Division, Hancock County, and bounded and described as follows, viz: Beginning at the southeast corner of said Township Number Thirty-four, thence northerly by the east line of said Township 34 five hundred eight (508) rods; thence North 81 degrees, 45 minutes West, by a line run and painted in the fall of 1917 by George G. Freeman, to the west line of said Township 34; thence southerly by said west line to the southwest corner of said Township 34; thence easterly by the south line of said Township to the point of beginning; excepting therefrom two Ticket Lots now reputed to be owned by the Eastern Manufacturing Company and two lots owned by John F. Haines and also that portion of the Ticket lot, reputed to be owned by said Cherryfield Lumber Company, which lies south of the north line of the above described tract set off to it. Reference is hereby made to record of partition proceedings recorded in Hancock Registry Book 538, Page 219. (Z 14)

76. Also a certain tract or parcel of land situate in said Township thirty-four (34), Middle Division, known as Ticket Lot numbered twenty-five (25), containing one hundred and sixty (160) acres, more or less; being the same Ticket Lot conveyed to Alexander Campbell et als. by Joseph Haskell by deed dated November 18, 1850 and recorded in said Hancock Registry in Vol. 70, Page 296. (Z 15)

77. Also a certain tract or parcel of land situate in Township number thirty-five (35), Middle Division, Hancock County, bounded and described as follows, viz: Commencing at the southwest corner of said Township number thirty-five (35); thence north on the dividing line between Townships thirty-four (34) and thirty-five (35) to a stake erected by referees chosen by the former owners, John W. Coffin et als,, said stake being fifty-six (56) rods north of the southwest corner of Range nine (9); thence east on a line run by said referees to the center line of said Township number thirty-five (35) thence south on said center line to the dividing line of Townships

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twenty-nine (29) and thirty-five (35); thence west on said dividing line between Townships twenty-nine (29) and thirty-five (35) to said southwest corner first above mentioned and point of beginning, containing three thousand three hundred and sixty (3360) acres, more or less, being the same premises described in deed from John W. Coffin et als. to David W. Campbell et al. dated February 19th, A.D. 1869, recorded in said Hancock Registry in Vol. 132, Page 329. (Z 16)

78. Also any and all other flowage rights than those herein described as the same are used in connection with the use and operation of all the property herein above described under paragraphs numbered 62 to 77 inclusive.

79. Also all right, title and interest in and to a certain lot or parcel of land situated in Township Twenty-eight (28) Hancock County, Maine, being a Ticket Lot, No. Thirty-three (33), containing one hundred and sixty (160) acres according to the plan and survey of Rufus Putnam in the Land Office of Mass. (Z 66)

80. Also all interest in and to the right to cut and take away all the growth standing, lying and growing, all the timber of every kind, and all grass upon the Public Lots in said Township No. Twenty-eight (28), and the right to cut and carry away said timber and grass upon said lots until said Township shall be incorporated. (Z 67)

The premises described in paragraphs 62 to 80 inclusive were conveyed to Maine Seaboard Paper Company by deed of Cherryfield Company dated February 15, 1930 and recorded in Hancock County Registry of Deeds in Book 629, Page 119.

81. Also a certain lot or parcel of land situate in Township number Ten, Hancock County, known as the "John H. Nickels Block", bounded and described as follows, to wit: Beginning at the northwest corner of said township number Ten, thence easterly on the north line of said township number ten four hundred (400) rods, to a corner, thence southerly two hundred and forty (240) rods, thence westerly four hundred (400) rods to the west line of said township number Ten, thence northerly on said west line of said township number Ten two hundred and forty (240) rods to said northwest corner and place of beginning, six hundred forty-six acres, more or less. (BB 1)

82. Also a lot or parcel of land situate in Township number Sixteen, Hancock County, known as "John Nickels Lot," bounded and described as follows, viz: Beginning on the north line of said Township number Sixteen at a point one mile west from the northeast corner of said Township number Sixteen, thence south one mile, thence west one mile, thence north one miles, to the said north line of said Township number Sixteen, thence east on said north line one mile to the place of beginning, containing six hundred and forty acres more or less. (BB 2)

83. Also one-half interest in common and undivided of certain lots or parcels of land situate in said Township number Sixteen, bounded and described as follows, viz:

a. Block number Twenty-four, said to contain six hundred and forty acres.
b. The southwest quarter of Block number Ten, said to contain one hundred and sixty acres.
c. The right to cut and carry away the timber and grass on the public

block, so-called, which is the north half of Block number Fifteen, said to contain three hundred and twenty acres.
d. The right to cut and carry away the timber and grass on the public block, which is the north half of Block number Sixteen, said to contain three hundred and twenty acres. (BB 3)

84. Also Three-eights in common and undivided in certain lots or parcels of land situate in said Township number Sixteen, severally or collectively, bounded and described or designated as follows, to wit:

a. Block number Three, said to contain six hundred and forty acres.
b. Block number Four, said to contain six hundred and forty acres.
c. Block number Seven, said to contain six hundred and forty acres.
d. North half of Block number Eight, said to contain three hundred twenty acres
e. Three-fourths of Block number Ten, being the northerly half and the southeast quarter of said Block, said to contain four hundred eighty acres.
f. Block number Eleven, said to contain six hundred forty acres.
g. The fifty-acre Block so called in Block number Sixteen, being all that part of the south half of said Block 16 which is not included in certain parcels owned by Jasper H. Wyman et als., which parcels are known as "Lower Gelston" and "Brewster" Blocks, which are described in a certain deed dated February 16, 1931, given by said Jasper H. Wyman et als. to Maine Seaboard Paper Company.
h. Block number Seventeen, said to contain six hundred and forty acres.
i. Block number Nineteen, said to contain six hundred and forty acres.
j. A certain lot in Block 22, containing one hundred and sixty acres more or less, and bounded and described as follows: Northerly by Block sixteen, easterly by Block twenty-three, southerly by Public

Lot which is the south half of said lot twenty-two, and westerly by a parcel of land formerly owned by Jasper H. Wyman et als. and known as "Lower Gelston" which is described in a deed dated February 16, 1931 from said Jasper H. Wyman et als. to Maine Seaboard Paper Company.

k. Block number twenty-three, said to contain six hundred forty acres.
l. Block number twenty-five, said to contain six hundred and forty acres.
m. Block number twenty-six, said to contain six hundred and forty acres.
n. Block number twenty-seven, said to contain six hundred and forty acres.
o. Block number twenty-eight, said to contain six hundred and forty acres.

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p. Block number twenty-nine, said to contain six hundred and forty acres.
q. Block number thirty-one, said to contain six hundred and forty acres.
r. Block number thirty-two, said to contain six hundred and forty acres.
s. Block number thirty-four, said to contain six hundred and forty acres.
t. Block number thirty-five, said to contain six hundred and forty acres.
u. North half of Block number Thirty-three, said to contain three hundred twenty acres.
v. A certain lot of land in Block number Thirty-six containing one hundred acres more or less, and being all that part of Block thirty-six which lies southwesterly of the westerly branch of the Narraguagus River. ((BB 4)

Said above lots a. to v. contain the whole eleven thousand six hundred and seventy acres, more or less, excepting however therefrom fifty acres sold to John Crimmens from Block number seven by deed dated October 14, 1879, recorded in Hancock Registry in Book 173, Page 266, but conveying the timber on said fifty acres and all rights reserved in said Crimmens deed. Also excepting and reserving all intervales and meadows previously sold and conveyed.

The premises described in paragraphs 81 to 84 inclusive were conveyed to Maine Seaboard Paper Company by deed of Chas. A. & Frank H. Stewart dated February 16, 1931, recorded in Hancock Registry, Book 632, Page 571.

85. Also a certain lot or parcel of land situated in Township number Sixteen in said Hancock County, known as the "Brewster Block" and bounded and described as follows, viz: Beginning at a point three (3) miles northerly from the southwest corner of Township number sixteen at a hemlock tree marked No. 19 and 13, which hemlock tree stands on the westerly town line of said Township number sixteen; thence south 87 1/4° east three (3) miles one hundred and ninety-five (195) rods and seven (7) links to the middle of the west branch of the Narraguagus River; thence north 2-3/4° east one hundred sixty (160) rods to a spruce tree marked B; thence north 87 1/4° west four hundred eighty (480) rods to a hemlock tree marked B; thence north 2-3/4° east one hundred sixty (160) rods to a stake marked No. 14, 15, 8 & 9; thence north 87 1/4° west two (2) miles thirty-five (35) rods and seven (7) links to the township line at a juniper tree marked No. 13 & 7 on the town line; thence south 2 3/4° west one (1) mile to the point of beginning. Excepting and reserving from this conveyance, however, that part of the above-described parcel which is described as follows: Beginning on the west line of said Township Number Sixteen at the middle point of said line, thence north on said line one mile, thence east one hundred eight rods, thence south one mile, thence west one hundred eight rods to the point of beginning. (CC 1)

86. Also a certain lot or parcel of land known as "Lower Gelston" in said Township number Sixteen and bounded and described as follows: Beginning at the southeasterly corner of Block twenty-one at a stake

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marked 21, 27, 28 and 22; thence running west one (1) mile and one hundred (100) rods on the line dividing Blocks twenty-one and twenty from Blocks twenty-seven and twenty-six, to a stake marked CH; thence north one (1) mile to a stake marked CH; thence easterly by the line of the "Brewster Block" hereinbefore described, five hundred and sixty (560) rods to the Narraguagus River; thence southerly by the River to the northerly line of the "School Lot" so-called, which School Lot is the southerly half of Block twenty-two; thence westerly by the northerly line of the School Lot one hundred and sixty (160) rods to a stake on the line between Blocks twenty-one and twenty-two; thence southerly by the said School Lot one hundred and sixty (160) rods to the said stake marked 21, 27, 28 and 22 at the point of beginning; and also hereby conveying that part of Block number sixteen in said Township bounded by the said River on the east, the Public Lots on the north, the "Brewster Block" on the west and Block Twenty-two on the south (CC 2)

87. Also one-half interest in common and undivided of certain lots or parcels of land situate in said Township number sixteen, bounded and described as follows, viz:

a. Block number twenty-four, said to contain six hundred and forty acres.

b. The southwest quarter of block number ten, said to contain one hundred and sixty acres.
c. The right to cut and carry away the timber and grass on the public block, so-called, which is the north half of Block number fifteen, said to contain three hundred and twenty acres.
d. The right to cut and carry away the timber and grass on the public block which is the north half of Block number sixteen, said to contain three hundred and twenty acres. (CC 3)

88. Also three-eights in common and undivided in certain lots or parcels of land situate in said Township number sixteen, severally or collectively, bounded and described or designated as follows, to-wit:

a. Block number Three, said to contain six hundred and forty acres.
b. Block number Four, said to contain six hundred and forty acres.
c. Block number Seven, said to contain six hundred and forty acres.
d. North half of block number eight, said to contain three hundred and twenty acres.
e. Three-fourths of Block number Ten, being the north half and the southeast quarter of said Block, said to contain four hundred and eighty acres.
f. Block number Eleven, said to contain six hundred and forty acres.
g. The fifty-acre Block so-called in Block number sixteen, being all that part of the south half of said Block 16 which is not included in certain parcels owned by Jasper H. Wyman et als., which parcels are known as "Lower Gelston" and "Brewster" Blocks, which are hereinbefore described.

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h. Block number Seventeen, said to contain six hundred and forty acres.
i. Block number Nineteen, said to contain six hundred and forty acres.
j. A certain lot in Block 22, containing one hundred sixty acres more or less, bounded and described as follows: Northerly by Block sixteen, easterly by Block twenty-three, southerly by Public Lot which is the south half of said lot twenty-two, and westerly by a parcel of land owned by Jasper H. Wyman et als., known as "Lower Gelston" hereinbefore described.
k. Block number twenty-three, said to contain six hundred and forty acres.
l. Block number twenty-five, said to contain six hundred and forty acres.
m. Block number twenty-six, said to contain six hundred and forty acres.
n. Block number twenty-seven, said to contain six hundred and forty acres.
o. Block number twenty-eight, said to contain six hundred and forty acres.
p. Block number twenty-nine, said to contain six hundred and forty acres.
q. Block number thirty-one, said to contain six hundred and forty acres.
r. Block number thirty-two, said to contain six hundred and forty acres.
s. Block number thirty-four, said to contain six hundred and forty acres.
t. Block number thirty-five, said to contain six hundred and forty acres.
u. North half of Block number thirty-three, said to contain three hundred twenty acres.
v. A certain lot of land in Block number thirty-six containing one hundred acres more or less, and being all that part of Block thirty-six which lies southwesterly of the westerly branch of the Narraguagus River. (CC 4)

Said above lots a. to v. contain in the whole eleven thousand six hundred and seventy acres, more or less, excepting however therefrom fifty acres sold to John Crimmens from Block number seven by deed dated October 14, A.D. 1879 and recorded in Hancock Registry in Book 173, Page 266, but conveying the timber on said fifty acres and all rights reserved in said Crimmens deed. Also excepting and reserving all intervales and meadows previously sold and conveyed.

The premises described in paragraphs 85 to 88 inclusive were conveyed

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to Maine Seaboard Paper Company by deed of Jasper H. Wyman et als. dated February 16, 1931, recorded in Hancock Registry Book 633, Page 187.

89. Also all right, title and interest in and to the premises acquired by Maine Seaboard Paper Company from Guilford Trust Company by deed dated September 11, 1942, recorded Hancock Registry, Book 687, Page 520, and described in said deed as follows:

"One-half undivided, and in common, of lots number seventy-two (72), seventy-three (73), and ninety-six (96), in town of Mariaville, Hancock County, State of Maine, according to plan of town of Mariaville by Harry Haynes. And being the same real estate described in paragraph one in a deed from John P. White to Guilford Trust Company, dated August 9, 1934, and recorded in Hancock Registry of Deeds, Vol. 644, Page 557." (GG 1)

90. Also all right, title and interest in and to the premises acquired by Maine Seaboard Paper Company from Ina R. Goldsmith, et al., by deed dated September 10, 1942, recorded Hancock Registry, Book 687, Page 519, and described in said deed as follows:

"All our right, title and interest in and to one-half in common and undivided of Lots Seventy-two (72), Seventy-three (73) and Ninety-six (96) in the Town of Mariaville, County of Hancock.

The Grantors herein are the widow and only heirs-at-law of Leslie H. Goldsmith, late of Skowhegan, Maine, deceased." (GG 2)

91. Two certain lots or parcels of land situated in Township 35, M.D., in the County of Hancock, said State of Maine, bounded and described as follows:

(A) That portion of the Easterly half of Township 35, M.D., beginning on the Northerly line of said Township 35, M.D. where said line is intersected by the division line between the Westerly and Easterly halves of said township, and at the northeast corner of the Porter Blocks, so-called (record of Porter Blocks being recorded in Plan Book 3, Page 88, Hancock Registry of Deeds) situate in the Westerly half of said township, where is set a spruce post, marked "C. & B. 1923 ℑ"; witnessed " ℑ 1923"; thence about S. 7° 30' W. by and along the Easterly line of said Porter Blocks and said division line between said half-township, 157.53 chains, more or less, to the southeast corner of said Porter Blocks and the Northwest corner of the Northerly Public Lot or Ministry Lot in the East half of said township and a spruce post marked "C & B. 1923 ℑ Public Lot", and witnessed " ℑ 1923"; thence S. 82°30' E. by and along the northerly line of said Ministry Lot 80.00 chains, more or less, to the Northeast corner thereof, and a white pine post marked "Public Lot ℑ 1924", witnessed " ℑ 1924"; thence S. 7°30' W. by and along the easterly line of said Ministry Lot 40.00 chains, more or less, to the Southeast corner thereof, and a Norway Pine Post marked "Public Lot ℑ 1924"; witnessed " ℑ 1924"; thence N. 82° 30' W. by and along the southerly line of said Ministry Lot 80.70 chains, more or less, to the Southwest corner thereof, situate on said division line between said half-township, and a spruce post marked "E.M.CO. ℭ 7/22/17 ℭ E. 1/2T. No. 35 - 1924 P.L. ℑ "; thence about S. 7°30' W. by and along said division line between said half townships 79.60 chains, more or less, to the Northwest corner of the Southerly Public Lot or School Lot in the East half of said township, a post marked "Public Lot ℑ 1924", and witnessed " ℑ 1924"; thence S. 82°30' E. by and a long the Northerly line of said School Lot, 80.00 chains, more or less, to the Northeast corner thereof, a cedar post, marked "Public Lot ℑ 1924"; thence S. 7°30' W. by and along the easterly line of said School Lot 25.00 chains, more or less, to the northerly line of premises

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conveyed to Alice M. Bailey, et als. by deed recorded in the Hancock County Registry of Deeds, Book 591, Page 309, and a spruce post marked "A. N. Bailey, et als, ↔ E. B. Curtis 1924 " / and witnessed " ℑ 1924"; thence S. 82° 30' E. 67.26 chains, more or less, to a cedar post, surrounded with stones, and marked "E. B. C. ↔ ℑ A.N. Bailey, et als, ↔ 1924"; thence on the same course 7.64 chains, more or less, across land flowed at high water of Sabio Lake, to low water line thereof; thence in a direct course about S. 80° E. across the waters of said Lake to the thread of the stream of the outlet thereof; thence by and along said thread of stream, down said outlet, to the Easterly line of said township; thence about N. 9°30' E. by and along said Easterly line of said Township 35, M.D. 135.35 chains, more or less, to the Southeast corner of premises conveyed to John R. and Patrick J. Sullivan, by deed recorded in said Registry of Deeds in Book 618, Page 293, and a cedar post surrounded with stones, marked "Sullivan ℑ, Curtis, T. 36 ↔ 1924", and witnessed " ℑ 1924"; thence N. 82° 30' W. 86.54 chains, more or less, to a cedar post, surrounded with stones and marked "S. C. ℑ "; thence, on the same course, across the beach of the East shore of Sabio Lake, and across the waters thereof, 6.19 chains, more or less, to the Northerly end of a small rocky island, flowed at high water; thence on the same course across the waters of said lake, 7.39 chains, more or less, to the Easterly shore of a wooded island; thence on the same course 0.93 chains to a cedar post marked "C ↔ / S ↔ ℑ"; thence on the same course 2.90 chains, to the Westerly shore of said island; thence, on the same course across the waters of said lake, 5.83 chains, more or less, to the Easterly shore of a wooded island, which is connected with the last described island by a narrow sand bar running nearly parallel with and slightly Southerly of the line; thence on the same course, across said last entered island, 4.20 chains to a point 5 links Southerly of a large hemlock tree marked " ℑ Witness Sullivan - Curtis Line"; thence, on the same course, 0.80 chains down the westerly beach of said island to low water line of said lake; thence, on the same course 1.28 chains across a narrow cove to a sand bar running Northwesterly from the last described island; thence on the same course, across the waters of said lake 12.71 chains, more or less, to the Westerly edge of land flowed at high water of said lake; thence, on the same course, across land so flowed, 13.52 chains, more or less, to the Southwest corner of premises conveyed to said Sullivan, as aforesaid; the total length of the last described line being 142.29 chains, more or less; thence N. 7° 30' E. by and along a base line established by Marsh and Willey during the spring of 1924, 5.40 chains, more or less, through said land flowed at high-water; thence, on the same course, and by and along said base line, passing through a cedar post marked "Sullivan ↔ Curtis ↔ ℑ 1924", set near the high water line of said Sabio Lake and through two cedar posts surrounded with stones, set respectively on the Southerly and Northerly shores of Little Sabio Lake, and each marked

"Sullivan ↔ Curtis ↔ J 1924", 193.33 chains, more or less, to the Northwest corner of said premises conveyed to said Sullivans, aforesaid, and to the North line of said Township 35, M.D. where is set a spruce post, surrounded with stones, and marked "Curtis, Sullivan J 1924, T. 41 ↔ ", and witnessed " J 1924"; thence westward by and along said North line of Twp. 35, M.D., 110.15 chains, more or less, to the point of beginning.

And also all the right, title and interest of the Grantor in the Ministry or Northerly Public Lot in said East one-half of Township 35, M.D. bounded and described as follows, to wit: Beginning at the Northwest corner of said Ministry Lot, being at the Southeast corner of the Porter Blocks, so-called, in the Westerly half of said Township, at a spruce post marked "C & B. 1923 J Public Lot", and witnessed " J 1923"; thence S. 82° 30' E. 80.00 chains, more or less, to the Northeast corner of said lot and a white pine post marked "Public Lot J 1924", witnessed " J 1924"; thence S. 7° 30' W. 40.00 chains, more or less, to the Southeast corner of said lot, and a Norway pine post marked "Public Lot J 1924"; witnessed " J 1924"; thence N. 82° 30' West

80.70 chains, more or less, to the Southwest corner of said lot, and to the division line between the Westerly and Easterly halves of said township, and to a spruce post marked "E. M. Co. ↔ 7/22/17 ↔ E. 1/2 T. No. 35, 1924, P. L. J "; thence, about N. 7° 30' E. by and along said division line between said half townships 40.00 chains, more or less, to the point of beginning.

And also all the right, title and interest of the Grantor in the Northerly part of the School or Southerly Public Lot, in said East one-half of Township 35, M.D. bounded and described as follows, to wit: Beginnning at the Northwest corner of said School Lot at a point on the division line between the Westerly and the Easterly halves of said township 79.60 chains, more or less, measured Southerly from the Southwest corner of the Northerly Public Lot or Ministry Lot, a post marked "Public Lot J 1924"; witnessed " J 1924"; thence S. 82° 30' E. 80.00 chains, more or less, to the Northeast corner of said School Lot, a cedar post marked "Public Lot J 1924"; thence S. 7° 30' W. 25.00 chains, more or less, to the northerly line of premises conveyed to Alice N. Bailey, et als, as aforesaid, and a spruce post marked "A. N. Bailey, et als, J ↔ E. B. Curtis ↔ 1924"; and witnessed " J 1924"; thence N. 82° 30' W., through said Public Lot 79.82 chains, more or less, to the Westerly line thereof, and said division line, and to a cedar post, surrounded with stones, and marked "E. B. C., A. N. B. 1924 J W. 1/2 T. 35 ↔ "; and witnessed " J 1924"; thence about N. 7° 30' E. by and along said division line 25.00 chains, more or less, to the point of beginning.

Excepting and reserving from the aforesaid premises, however, a certain small island, containing two or three acres, more or less, situated in Lower Sabio Lake in the Easterly half of Twp. 35, M.D., Hancock County, conveyed by Mary A. Curtis to Marion Bacon by deed dated April 7, 1938, and recorded in the Hancock Registry of Deeds in Book 661, Page 176.

(B) Also another certain parcel of land in the Westerly half of Township 35, M.D. Hancock County, State of Maine, bounded and described as follows, viz: Beginning at the Northwest corner of said described premises, being the Northwest corner of said Township 35; thence about S. 82°30' E. by and along the Northerly line of said premises, being the Northerly line of said Township about two (2) miles 68.70 chains to the Northeast corner of said described premises; thence about S. 7°30' West by and along the Easterly line of said premises, about one (1) mile 77.53 chains to the Southeast corner thereof; thence about N. 82°30' West by and along the Southerly line of said premises 30.00 chains to a beech tree marked "Div. Line"; thence N. 7°30' E. to the Southerly shore of Horseshoe Lake; thence by and across the waters of said Lake to a point about one and a half chains southerly of Coombs Brook, where a line drawn S. 82°30' East through a pine tree near said shore, marked "Div. Line J 1924, N. 1/2 Porter Block, S. 1/2", intersects said shore, thence N. 82° 30' West passing through said pine tree to the Westerly line of said premises, being the Westerly line of said township, and a white birch tree marked "T. ↔ 34 N. 1/2 Porter Block, S. 1/2 J 1924"; thence about N. 13° E. by and along the Westerly line of said premises, being the Westerly line of said township, 70.00 chains to the point of beginning.

Reference is hereby made to Plan Book 3, Page 88, Hancock County Registry of Deeds, wherein is recorded a plan of the Porter Blocks, so-called, in the Northwest quarter of Township 35, Middle Division, Hancock County, as divided under a warrant for partition in the case of Edward B. Curtis vs. Ralph C. Bailey, et als; received in said Registry of Deeds on November 17, 1924.

Also conveying any and all other interest, whensoever and howsoever acquired, which Mary A. Curtis may have had in said Township 35, and which she included in her deed to Maine Seaboard Paper Company, dated January 22, 1946 and recorded in said Registry in Book 703, Page 464. (II 1)

Being the same premises conveyed to Maine Seaboard Paper Company by Mary A. Curtis by deed dated January 22, 1946, and recorded in said Registry in Book 703, Page 464.

And all factories, plants, buildings, dams, docks, wharves, improvements, structures, fixtures, pipes, conduits, conduit rights, transmission lines and pole line rights, and facilities erected upon, attached to or located in or upon such realty, and all easements, interests, rights, watercourses, boom rights, pier rights, flowage rights, riparian rights, railroad sidings, and claims incidental, belonging or appurtenant to such realty, and the reversion and reversions and remainder and remainders thereof and all income, rents, issues, rights and profits thereof and of every part and parcel thereof from the date hereof.

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

AND Time does covenant with St. Regis, its successors and assigns, that Time and said Maine Seaboard Paper Company, or either of them, have not, since October 31, 1945, or since the date of the acquisition of any such real estate or interests in real estate, whichever shall be the later, made, done, executed or suffered to be done, any act or thing whatsoever, whereby such real estate or interests in real estate (hereinafter called the premises), or any part thereof, now is, or at any time hereafter shall or may be, charged or incumbered in any manner whatsoever (except charges or incumbrances, if any, as are hereinabove specified) and that it will warrant and forever defend the premises to St. Regis, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it, by reason of any such act or thing done, or suffered to be done, by Time or said Maine Seaboard Paper Company since October 31, 1945, or the date of subsequent acquisition of any part of the premises by Time or said Maine Seaboard Paper Company, whereby the premises, or any part thereof, is, are or shall, or may be charged or incumbered in any manner whatsoever (except charges or incumbrances, if any, as are hereinabove specified). Except as herein expressly stated, Time makes no covenants or warranties, express or implied.

IN WITNESS WHEREOF, Time has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Charles Stillman, its Vice-President, thereunto duly authorized, this 17th day of December in the

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year one thousand nine hundred and forty-six.

TIME, INCORPORATED Corporate Seal

By Charles Stillman
Vice-President

Signed, Sealed and Delivered
in the presence of:
Arnold W. Carlson

STATE OF NEW YORK, }
} SS.: December 17th, 1946
COUNTY OF NEW YROK, }

Personally appeared the above named Charles Stillman, Vice-President of Time, Incorporated, a New York corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

John M. Boyce
Notary Public

JOHN M. BOYCE
Notary Public, State of New York
Residing in New York County
N.Y. Co. Clk's No. 599 Reg. No. 959B7
Kings Co. Clk's No. 158 Reg. No. 565B7
Q'ns Co. Clk's No. 2514 Reg. No. 395B7
Bronx Co. Clk's No. 100 Reg. No. 327B7
Richmond Co. Clk's No. 353A
Commission Expires March 30, 1947

Notarial Seal

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Rec'd Dec. 19, 1946 at 9h. -m. A.M., and entered by
Tessie B. Patten, Reg'r

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CHANGE OF CORPORATE NAME
FROM
ST. REGIS PAPER COMPANY
TO
ST. REGIS CORPORATION

K N O W A L L M E N B Y T H E S E P R E S E N T S, THAT I, PETER G. RICH, of Cape Elizabeth in the County of Cumberland and State of Maine, on oath depose and say:

1. The exhibit attached hereto (The Document) and styled "Restated Certificate of Incorporation of St. Regis Paper Company is certified to as a correct transcript of an original document filed by the Department of State of New York;

2. Under the provisions of paragraph Third of The Document the Certificate of Incorporation of St. Regis Paper Company was amended to change the name of the corporation from St. Regis Paper Company to St. Regis Corporation;

3. The Document was filed with the State of New York Department of State on April 28, 1983.

Dated at Portland, Maine, this 29th day of June, 1983.

Peter G. Rich

STATE OF MAINE
CUMBERLAND, SS. June 29, 1983

Then personally appeared the above-named Peter G. Rich and acknowledged that the foregoing is true to the best of his knowledge and belief.

Before me,

Notary Public

COPY

OR BK 9009 INSTR#: Backloaded 1431437

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RESTATED CERTIFICATE OF INCORPORATION
OF
ST. REGIS PAPER COMPANY

Under Section 807 of the Business Corporation Law

We, WILLIAM R. HASELTON and JOHN J. MCLEAN, being, respectively, the Chairman of the Board and Chief Executive Officer and Senior Vice President and Secretary of ST. REGIS PAPER COMPANY (hereinafter sometimes referred to as the "Corporation"), hereby certify:

FIRST: The name of the Corporation is ST. REGIS PAPER COMPANY.

SECOND: The Certificate of Incorporation of the Corporation was filed in the office of the Department of State of the State of New York on February 4, 1899.

THIRD: The Certificate of Incorporation, as amended heretofore, is hereby amended to effect the following amendment authorized by the Business Corporation Law: to change the name of the Corporation from ST. REGIS PAPER COMPANY to ST. REGIS CORPORATION.

FOURTH: The text of the Certificate of Incorporation, as amended heretofore and as further amended by this Certificate, is hereby restated as follows:

CERTIFICATE OF INCORPORATION
OF
ST. REGIS CORPORATION

I. The name of the Corporation is St. Regis Corporation.

II. The purposes for which said Corporation is formed are:

To conduct the business of manufacturing, producing, purchasing, selling and dealing in paper, paper products, any and all ingredients thereof and any and all materials that now or may hereafter be used in connection therewith, both within and without the State of New York;

To purchase, lease or otherwise acquire woodlands and to develop them; to sell and dispose of any products whatsoever of said woodlands, and with the right, in connection with its general business, to purchase or acquire any patents, inventions or processes or machinery connected therewith;

To purchase, acquire, build, own and rent or sell dwellings and other buildings, and to purchase, own or lease such real and personal estate and property as may be necessary or proper for the business of the Corporation; and to mine any minerals or make use of any materials found upon lands purchased or owned for the general purposes hereinbefore expressed;

To purchase, acquire, hold and dispose of the stock, bonds and other evidences of indebtedness of any corporation, domestic or foreign, and issue in exchange therefor, its stock, bonds or other obligations, if authorized to do so by the provisions in the certificate of incorporation of such other stock corporation, or any certificate amendatory thereof or supplemental thereto, filed in pursuance of law, or, if the corporation, whose stock is so to be purchased, acquired, held or disposed of, is engaged in a business similar to that of such stock corporation, or engaged in the manufacture, use or sale of the property, or in the construction or operation of works necessary or useful in the business of such stock corporation, or in which, or in connection with which the manufactured articles, product or property of such corporation are or may be used or is a corporation with which said stock corporation is or may be authorized to consolidate. When any such corporation shall be a stockholder in any other corporation, as herein provided, its president or other officers shall be eligible to the office of Director of such corporation, the

State of New York }
Department of State } ss.:

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I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.

Witness my hand and seal of the Department of State on JUN 13 1983

Secretary of State

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same as if they were individually stockholders therein and the corporation holding such stock shall possess and exercise in respect thereof all the rights, powers and privileges of individual holders or owners of such stock;

To conduct the business of the Corporation in all or any of its branches, so far as permitted by law, in all states, territories, dependencies and colonies of the United States and its insular possessions, the District of Columbia and in foreign countries; to maintain offices and agencies, either within or without the State of New York; and, as may be requisite in the convenient transaction of its business, or conduct of its operations, to purchase or otherwise acquire, hold, own, mortgage, sell, convey, or otherwise dispose of real and personal property of every class and description in any of the states, territories, dependencies, colonies or insular possessions of the United States, the District of Columbia, and in any and all foreign countries, subject always to the law of such state, district, territory, dependency, colony, insular possession or foreign country;

To conduct the business of logging, lumbering and all businesses incidental or related thereto; to operate logging camps, saw mills, lumber mills or other plants or facilities for the conversion, utilization, manufacture and production of lumber and wood products of every character;

To own, hold, lease, license, occupy, use and exercise rights in respect of forest lands and woodlands, including the rights to cut and remove timber and forest products therefrom, and all rights-of-way, easements, permits and all other grants and rights of every name and nature necessary or incidental thereto;

To acquire, own, lease, hold, construct, operate and maintain trails, roadways, log roads, auto-truck roads and logging railroads of every type and all vehicles, cars, motors, tractors, locomotives, auto-trucks, repair shops, garages, tools, supplies, machinery, materials and equipment of every name and nature necessary, convenient or incidental thereto;

To buy, sell, exchange and generally deal in logs, lumber, timber, standing timber, forest lands, woodlands, wood, forest products and all by-products, compounds and derivatives thereof, together with all supplies, materials and commodities which may be manufactured therefrom or used or useful in connection therewith;

To construct, operate and maintain pulp and paper mills and to engage in the manufacture and sale of pulp and paper or any product in which pulp or paper or any derivative therefrom or by-product thereof or any material used in the manufacture thereof may be used;

To purchase, construct, charter, navigate, operate and maintain steam, sailing or motor vessels of every type and description and to construct, operate and maintain docks, wharves, tramways, log dumps, warehouses, storage houses, loading facilities, ramps and all machinery, equipment, supplies and materials necessary or incidental thereto;

To conduct the business of manufacturing, producing, developing, purchasing, selling and dealing in any way in all kinds of products derived from wood or other vegetable matter and other materials, including (without limitation) cellulose, cellulose compounds and derivatives and by-products of cellulose, rayon, rayon products, chemicals, chemical products and derivatives thereof, including any and all kinds of plastics, plastic material, and any and all materials that may now or hereafter be manufactured therefrom or used or useful in connection therewith;

To conduct the business of manufacturing, producing, developing, purchasing, selling and dealing in rayon, rayon products and cellulose in any form, including (without limitation) fibres, threads, yarns, textiles, fabrics, cloths and products manufactured therefrom or used or useful in the manufacture thereof;

To conduct the business of manufacturing, producing, developing, purchasing, selling and dealing in any and all kinds of containers, including, without limiting the generality of the

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foregoing, bags, boxes, crates, packages, barrels, cans, kegs and utensils in the manufacture of which paper, paper board, wood, metal, plastics or glass are used either in whole or in part, and any and all materials that now or may hereafter be used or useful in connection therewith;

To conduct the business of manufacturing, selling, leasing, licensing and generally dealing in machines, engines, tools, apparatus, equipment, devices, spare parts and repair parts for any purpose connected with or relating to any of the purposes and powers of the Corporation and for other purposes and to provide engineering, installation, repair and maintenance services in connection therewith;

To manufacture, sell, lease, license and generally deal in machinery, apparatus, equipment and parts and supplies for the filling of bags, packages and other containers, as well as for the weighing of materials to be put into bags, packages and other containers and for the sealing of bags, packages or other containers;

To conduct the business of manufacturing, selling and generally dealing in wire ties for the tying or closing of bags, packages and other containers and for joining metals or materials of every character or description; to manufacture, sell and generally deal in machinery, apparatus and equipment for the manufacture of seals for the sealing of bags, packages and other containers and for the sewing or the manufacture of cloth or paper into tubes, bags, packages and containers and other related products;

To conduct the business of manufacturing, producing, developing, purchasing, selling and dealing in any and all kinds of goods, wares, foods, potables, drugs, merchandise, manufactures, commodities, furniture, machinery, tools, supplies and products and generally to engage in and conduct any form of manufacturing or mercantile enterprise not contrary to law;

To invest and deal with the moneys of the Corporation in any manner, and to acquire by purchase, by the exchange of stocks, bonds or other obligations or securities of the Corporation, by subscription, or otherwise and to invest in, to hold for investment or for any other purpose and to deal in and to use, sell, pledge or otherwise dispose of any stocks, bonds, notes, debentures and other securities and obligations of any Government, State, municipality, corporation, association or partnership, domestic or foreign, and while owner or holder of any such stocks, bonds, notes, debentures or other securities or obligations, to possess and exercise in respect thereof all the rights, powers and privileges of individual owners or holders thereof;

To do each and every thing necessary, suitable or proper for the accomplishment or attainment of any of the purposes enumerated herein or in the Certificate of Incorporation or in any other certificate, enlarging the powers and purposes of the Corporation, filed pursuant to law, or which shall at any time appear conducive to, or expedient for, the protection or benefit of the Corporation;

Nothing herein contained shall be deemed to authorize or permit the Corporation to carry on any business or exercise any power or to do any act which a corporation formed under Article 2 of the Stock Corporation Law may not lawfully carry on or do;

To carry on the business, either alone or jointly with others, of purchasing or otherwise acquiring, owning, holding, investing or dealing in, administering, managing, and selling, mortgaging, pledging, hypothecating or otherwise disposing of, petroleum, oil, gas, or other mineral lands, properties, rights, royalties, licenses, leases, or fractional interests therein, or certificates of interest in or participation in, or contracting with respect to, such lands, properties, rights, royalties, licenses, leases, or fractional interests; provided, however, that the Corporation shall not have power to manufacture, produce or otherwise acquire and to supply for public use artificial or natural gas or a mixture of both gasses for light, heat or power and for lighting the streets and public and private buildings of cities, villages and towns in the State of New York;

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To buy, exchange, contract for, lease, and in any and all other ways, acquire, take, hold and own, and to deal in, sell, mortgage, lease or otherwise dispose of lands, claims, mineral rights, oil wells, gas wells, oil lands, gas lands and other real and personal property, and rights and interests in and to real and personal property, both for its own account and as agent, operator or manager for the account of others, and, either alone or jointly with others, to manage, operate, maintain, improve, and develop the said properties, and each and all of them;

To enter into, maintain, operate or carry on in all of its branches the business of exploring and drilling for, extracting, producing, refining, treating, distilling, manufacturing, handling and dealing in, and buying and selling, petroleum, oil, gas, coal and any and all other mineral and hydrocarbon substances, and any and all products or by-products which may be derived from said substances or any of them; and for such or any of such purposes to buy, exchange, contract for, lease and in any and all other ways, acquire, take, hold and own, and to sell, mortgage, lease and otherwise dispose of, and to construct, manage, maintain, deal in and operate plants, refineries, tanks, trucks, cars, pipes, pumps and machinery, equipment, facilities and apparatus of every kind, character and description.

III. The aggregate number of shares which the Corporation shall have authority to issue is 105,000,000 of which 5,000,000 shares shall be Preferred Stock, issuable in series of the par value of $1 per share and 100,000,000 shares shall be Common Stock of the par value of $5 per share.

IV. No holder of shares of Common Stock of the Corporation shall have any preferential or preemptive right to subscribe for, purchase or receive any shares of stock of the Corporation of any class, now or hereafter authorized, or any options or warrants or any rights to subscribe to or purchase any securities convertible into or exchangeable for any shares of stock of the Corporation of any class, now or hereafter authorized, which may at any time be issued, sold or offered for sale by the Corporation or to have any other preemptive rights as now or hereafter defined by the laws of the State of New York.

V. Subject to limitations prescribed by law, the Board of Directors is authorized to provide for the issue of shares of the Preferred Stock in one or more series, to establish the number of shares in each series, to fix the designation, relative rights, preferences and limitations of the shares of each such series and to cause to be filed in the Department of State of the State of New York, such certificates as may be required in connection therewith by the Business Corporation Law. The authority of the Board with respect to each series shall include, but not be limited to, determination of the following:

(a) The number of shares constituting the series and its designation;

(b) The dividend rate and payment dates for shares of the series, whether such dividends shall be cumulative, and, if so, from which date or dates;

(c) Whether shares of the series shall have voting rights in addition to those provided by law, and, if so, the terms of such rights;

(d) Whether shares of the series shall be convertible into or exchangeable for other securities of the Corporation, and, if so, the price or prices or the rate or rates of such conversion or exchange and the adjustments, if any, at which such conversion or exchange may be made;

(e) Whether the shares of the series shall be redeemable, and, if so, the terms and conditions of such redemption, including the redemption price or prices per share during any specified period or periods;

(f) The rights of the shares of the series in the event of voluntary or involuntary liquidation, dissolution or winding-up of the Corporation;

(g) Any other relative, participating, optional or other rights, preferences or limitations of the shares of the series.

No holder of shares of Preferred Stock of the Corporation of any series shall have any preferential or preemptive right to subscribe for, purchase or receive any shares of the Corporation of any class, now or

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hereafter authorized, or any options or warrants or any rights to subscribe to or purchase, any securities convertible into or exchangeable for any shares of the Corporation of any class, now or hereafter authorized, which may at any time be issued, sold or offered for sale by the Corporation.

§ 1. **Provisions Relating to Cumulative Preferred Stock, $5.50 Series A ($1 Par Value)**

§ 1.1. *Designation of Series.* Of the 5,000,000 authorized shares of Preferred Stock of the Corporation, 147,500 shares shall be issued in a series designated as Cumulative Preferred Stock, $5.50 Series A ($1 Par Value) (herein called the "Cumulative Preferred Stock").

§ 1.2. *Dividends.* The holders of the Cumulative Preferred Stock shall be entitled to receive but only when as and if declared by the Board of Directors out of funds legally available for the payment of dividends, dividends at the rate of $5.50 per share per annum, cumulative whether or not earned or declared as to each such share from July 1, 1969, and such dividends shall be payable on the first days of January, April, July and October, respectively. All dividends payable on the Cumulative Preferred Stock shall be first paid, or declared and set apart for payment, before any dividends on the common stock, whether payable in cash, stock or otherwise, shall be paid or set apart for payment, so that if for all past dividend periods and for the then current dividend period, dividends on all outstanding shares of the Cumulative Preferred Stock at the rates fixed for the respective series shall not have been paid or set apart for payment, the deficiency shall be fully paid or set apart for payment before any dividends shall be paid or set apart for payment on the Common Stock. Accruals of dividends shall not bear interest.

§ 1.3. *Dissolution, Liquidation, Winding-up.* Upon any dissolution, liquidation or winding-up of the Corporation, the holders of the Cumulative Preferred Stock then outstanding shall be entitled to receive out of the assets of the Corporation legally available for distribution to stockholders, in case of voluntary liquidation, dissolution or winding-up, an amount equal to the redemption price per share applicable on the date of such voluntary liquidation, dissolution or winding-up and, in the case of involuntary liquidation, dissolution or winding-up, $100 per share plus, in the case of each share (whether a voluntary or involuntary dissolution, liquidation or winding-up), an amount equal to the dividends accrued and unpaid thereon to the date fixed for final distribution, whether or not earned or declared, before any distribution of the assets of the Corporation shall be made to the holders of the common stock, as such.

After payment to the holders of the Cumulative Preferred Stock of the full amounts to which they respectively are entitled as aforesaid, the holders of the Cumulative Preferred Stock, as such, shall have no right or claim to any of the remaining assets of the Corporation.

The sale, conveyance, exchange or transfer of all or substantially all of the property of the Corporation, or the merger or consolidation into or with any other corporation, shall not be deemed a dissolution, liquidation or winding-up for the purposes of this § 1.3.

§ 1.4. *Redemption.* At the option of the Board of Directors of the Corporation, the Corporation may redeem the Cumulative Preferred Stock, either as a whole or in part, at any time after July 1, 1974, without charge therefor to the holders of the Cumulative Preferred Stock, at a redemption price of $110 per share through June 30, 1976; $106 per share thereafter through June 30, 1981; $102 per share thereafter through June 30, 1986; and $100 per share thereafter, in each case plus accrued and unpaid dividends thereon to the date fixed for redemption whether or not earned or declared. Not less than 30 nor more than 60 days prior to the date fixed for redemption a notice of the time and place thereof shall be mailed to the holders of record of the Cumulative Preferred Stock so to be redeemed. Notice of redemption having been so given, dividends shall cease to accrue on the shares therein designated for redemption after the date fixed for redemption (unless default be made in payment or deposit of the redemption price). In every case of redemption of less than all of the outstanding shares of Cumulative Preferred Stock, then, at the option of the Board of Directors, such redemption shall be made pro rata or the shares to be redeemed shall be chosen by lot in such manner as may be prescribed by resolution of the Board of Directors.

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At any time after notice of redemption has been mailed as aforesaid to the holders of stock so to be redeemed, the Corporation may deposit the aggregate redemption price with a bank or trust company, named in such notice as the place of redemption, having its principal office in the State of New York and having, according to its last published statement, capital, surplus and undivided profits aggregating at least $50,000,000, such redemption price to be payable, in clearing house funds of the city in which such bank or trust company shall have its office, on the date fixed for redemption as aforesaid, or on the date of deposit, as hereinafter provided, and in the amounts aforesaid to the respective orders of the holders of the shares so to be redeemed, upon endorsement to the Corporation or otherwise, as may be required, and upon surrender of the certificates for such shares. From and after the earlier of (i) the date fixed for redemption (provided that the Corporation shall not have failed to make payment of the redemption price as set forth in such notice) or (ii) the date of the deposit of said money as aforesaid in advance of the date fixed for redemption (provided in such case that such moneys shall be made available for immediate payment to the holders of the shares to be redeemed on and after such date of deposit and that the aforesaid notice of redemption shall have included a statement that such moneys are to be so available), such holders shall cease to be stockholders with respect to said shares, and said shares shall not be deemed to be outstanding and such holders shall have no interests in, or claim against, the Corporation with respect to said shares, but shall be entitled only to receive said moneys as aforesaid from said bank or trust company, or from the Corporation, as the case may be, without interest thereon, upon endorsement to the Corporation or otherwise, as may be required, and upon surrender of the certificates for such shares, as aforesaid.

In case the holder of any such Cumulative Preferred Stock which shall have been called for redemption shall not, within six years after said deposit, claim the amount deposited as above stated for the redemption thereof, such bank or trust company shall upon demand pay over to the Corporation such unclaimed amount and such bank or trust company shall thereupon be relieved from all responsibility to such holder, and such holder shall look only to the Corporation for the payment thereof. Any interest accrued on any funds so deposited shall belong to the Corporation.

All or any shares of Cumulative Preferred Stock at any time redeemed, purchased or acquired by the Corporation may thereafter, in the discretion of the Board of Directors, be reissued or otherwise disposed of at any time or from time to time to the extent and in the manner now or hereafter permitted by law, subject, however, to the limitations herein, or by action of the Board of Directors creating any series, imposed upon the issue or reissue of shares of the Cumulative Preferred Stock.

§ 1.5. *Purchase or Other Acquisition.* Nothing herein contained shall limit any legal right of the Corporation to purchase or otherwise acquire any shares of the Cumulative Preferred Stock.

§ 1.6. *Voting.* At all meetings of shareholders of the Corporation, each holder of shares of Cumulative Preferred Stock shall be entitled to one vote for each share of Cumulative Preferred Stock then outstanding and of record in his name on the books of the Corporation.

Whenever dividends upon any shares of Cumulative Preferred Stock shall be in arrears in an amount equal to six quarterly dividends thereon, then and in any such case the holders of all shares of Cumulative Preferred Stock shall become entitled, to the extent hereinafter provided, voting separately as a class, and with each share entitling the holder thereof to one vote, to elect as a member of the Board of Directors, one director who shall be in addition to the number previously constituting the Board of Directors, and all other directors of the Corporation shall be elected by the holders of Common Stock, voting separately as a single class. Such voting rights of the holders of Cumulative Preferred Stock to elect a director shall continue until all the accumulated unpaid dividends thereon shall have been paid, whereupon all such voting rights to elect a director shall cease, subject to being revived from time to time upon the recurrence of the conditions described above as giving rise thereto.

At any time after the accrual to the holders of Cumulative Preferred Stock of such voting rights to elect a director, a special meeting of the holders of shares of Cumulative Preferred Stock for the purpose of electing a director shall be held upon not less than ten nor more than fifty days' notice by call of the

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Secretary of the Corporation at the written request of the holder of shares of Cumulative Preferred Stock at the time outstanding, or, if the Secretary should fail or neglect to call such meeting within fifty days after receipt of such request, then by call of any such holder.

So long as the holders of Cumulative Preferred Stock are entitled hereunder to such voting rights to elect a director, any vacancy in the Board of Directors caused by the death or resignation of any director elected by the holders of Cumulative Preferred Stock, shall be filled by the vote of the holders of Cumulative Preferred Stock at a meeting called for the purpose upon the notice and call as provided in the immediately preceding paragraph. Any vacancy in the Board of Directors caused by the death or resignation of any director elected by the holders of Common Stock, or elected by remaining directors as provided by the By-Laws of the Corporation, shall, until the next meeting of the stockholders and the election of directors, in each case be filled by the remaining directors elected by the holders of Common Stock.

Upon termination of such voting rights of the holders of Cumulative Preferred Stock to elect a director, the term of office of the person who shall have been elected a director of the Corporation by vote of the holders of Cumulative Preferred Stock shall forthwith terminate.

§ 1.7. *Conversion.* The holders of shares of Cumulative Preferred Stock shall have the right, at their option, to convert such shares into shares of Common Stock of the Corporation at any time before 5 P.M., New York business time, (the "close of business") on July 1, 1979, but not thereafter, on and subject to the following terms and conditions:

(1) The shares of the Cumulative Preferred Stock shall be convertible at the office of the Corporation, and at such other office or offices, if any, as the Board of Directors may designate, into fully paid and non-assessable shares (calculated as to each conversion to the nearest 1/100th of a share) of Common Stock of the Corporation, at the conversion price, determined as hereinafter provided, in effect at the time of conversion, each share of Cumulative Preferred Stock being taken at $100 for the purpose of such conversion. The price at which shares of Common Stock shall be delivered upon conversion (herein called the "conversion price") shall be (subject to adjustment as hereinafter provided) initially and until the close of business on July 1, 1974, $5[illegible] per share of Common Stock, thereafter and until the close of business on July 1, 1979, $60 per share of Common Stock. At the close of business on July 1, 1979, all rights of the holders of Cumulative Preferred Stock to convert such stock into Common Stock shall terminate. The conversion price shall be reduced or increased in certain instances as provided below. Upon conversion of the Cumulative Preferred Stock all dividends accrued and unpaid thereon shall be paid in cash, but no payment or adjustment shall be made upon any conversion on account of any dividends for the then current dividend-period accrued on the shares of Cumulative Preferred Stock surrendered for conversion or on account of any dividends on the Common Stock issued upon such conversion.

(2) In order to convert shares of Cumulative Preferred Stock into Common Stock the holder thereof shall surrender at any office hereinabove mentioned in paragraph (1) the certificate or certificates therefore, duly endorsed to the Corporation or in blank, together with the signed conversion notice (in the form provided on the certificates for shares of Cumulative Preferred Stock) at said office. Shares of Cumulative Preferred Stock shall be deemed to have been converted immediately prior to the close of business on the day of the surrender of such shares for conversion as provided above, and the person or persons entitled to receive the Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Common Stock at such time. As promptly as practicable on or after the conversion date, the Corporation shall issue and shall deliver at said office a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion, together with cash in lieu of any fraction of a share, as hereinafter provided, to the person or persons entitled to receive the same. In case shares of Cumulative Preferred Stock are called

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for redemption, the right to convert such shares shall cease and terminate at the close of business on the date fixed for redemption, unless default shall be made in payment of the redemption price.

(3) In case the Corporation shall issue as a dividend or other distribution to all of its common stockholders any rights, options or warrants to subscribe for or to purchase additional shares of Common Stock, the conversion price in effect at the opening of business on the day following the date fixed for the determination of stockholders entitled to receive such dividend or other distribution shall be reduced by multiplying it by a fraction of which the numerator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and the denominator shall be the sum of that number of shares of Common Stock, plus the total number of shares of Common Stock which could be purchased by the immediate exercise of all such rights, options or warrants, minus the total number of shares of Common Stock which could be purchased at the average market price of the Common Stock on that date by the application of the total subscription price attributable to the rights, options or warrants plus any sum required to be paid for the exercise of such rights, options or warrants.

(4) In case the Corporation shall issue as a dividend or other distribution to all of its common stockholders any security convertible into shares of Common Stock, the conversion price in effect at the opening of business on the day following the date fixed for the determination of stockholders entitled to receive such dividend or other distribution shall be reduced by multiplying it by a fraction of which the numerator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and the denominator shall be the sum of that number of shares of Common Stock and the total number of shares of Common Stock which could be obtained by the immediate exercise of all the conversion privilege attributable to such convertible security.

(5) In case a date is fixed after July 1, 1969, for the determination of stockholders entitled to receive additional shares of Common Stock as a dividend or other distribution on any class of capital stock of the Corporation, the conversion price in effect at the opening of business on the day following the date fixed for such determination shall be reduced by multiplying it by a fraction of which the numerator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and denominator shall be the sum of such number of shares and the total number of shares constituting such dividend or other distribution, such reduction to become effective immediately after the opening of business on the day following the date fixed for such determination. For purposes of this paragraph, the number of shares of Common Stock at any time outstanding shall include shares held in the Treasury of the Corporation only if such shares held in the Treasury receive such dividend or other distribution.

(6) In case outstanding shares of Common Stock shall be subdivided into a greater number of shares of Common Stock, the conversion price in effect at the opening of business on the day following the day upon which such subdivision becomes effective shall be proportionately reduced, and conversely, in case outstanding shares of Common Stock shall be combined into a smaller number of shares of Common Stock, the conversion price in effect at the opening of business on the day following the day upon which such combination becomes effective shall be proportionately increased, such reduction or increase, as the case may be, to become effective immediately after the opening of business on the day following the day upon which such subdivision or combination becomes effective. Shares of Common Stock held in the Treasury of the Corporation shall be considered outstanding for the purposes of this paragraph (6) provided, however, such shares held in the Treasury of the Corporation are affected by such subdivision or combination.

(7) In case of any capital reorganization of the Corporation, or in case of any consolidation or merger of the Corporation with or into another corporation, or in case of any sale or conveyance to another corporation of all or substantially all of the property of the Corporation,

the holder of each share of Cumulative Preferred Stock then outstanding (or of the stock or other securities received in lieu of such shares) shall have the right thereafter to convert such share (or such other stock or securities) into the kind and amount of shares of stock and other securities and property receivable upon such consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock (whether whole or fractional) of the Corporation into which such share of Cumulative Preferred Stock might have been converted immediately prior to such consolidation, merger, sale or conveyance, and shall have no other conversion rights under these provisions; and effective provision shall be made in the Certificate of Incorporation of the resulting or surviving corporation or otherwise, so that the provisions set forth herein for the protection of the conversion rights of the Cumulative Preferred Stock shall thereafter be applicable, as nearly as reasonably may be, to any such other shares of stock and other securities and property deliverable upon conversion of the Cumulative Preferred Stock remaining outstanding or other convertible securities received by the holders in place thereof; and any such resulting or surviving corporation shall expressly assume the obligation to deliver, upon the exercise of the conversion privilege, such shares, securities or property as the holders of the Cumulative Preferred Stock remaining outstanding, or other convertible securities received by the holders in place thereof, shall be entitled to receive pursuant to the provisions hereof, and to make provisions for the protection of the conversion right as above provided. In case securities or property other than Common Stock shall be issuable or deliverable upon conversion as aforesaid, then all references in this paragraph (7) shall be deemed to apply, so far as appropriate and as nearly as may be, to such other securities or property. Nothing in this paragraph (7) shall be deemed to diminish the conversion rights of the holders of the Cumulative Preferred Stock set forth in this Certificate. The obligations of the Corporation with respect to the Cumulative Preferred Stock shall be assumed by such resulting or surviving corporation. The provisions of this paragraph (7) shall similarly apply to successive reorganizations, consolidations, mergers, sales or conveyances.

(8) Whenever the conversion price is adjusted as herein provided:

(a) the Corporation shall compute the adjusted conversion price in accordance with this §1.7 and shall prepare a certificate by the Treasurer of the Corporation setting forth the adjusted conversion price and showing in reasonable detail the facts upon which such adjustment is based, including a statement of the consideration received or to be received by the Corporation for, and the amount of, any additional shares of Common Stock issued since the last adjustment, and such certificate shall forthwith be kept on file by the Corporation and filed with any other Transfer Agent or Agents for Cumulative Preferred Stock; and

(b) a notice stating that the conversion price has been adjusted and setting forth the adjusted conversion price shall forthwith be required and as soon as practicable after it is required, such notice shall be mailed to the holders of record of the outstanding shares of Cumulative Preferred Stock; provided, however, that if within ten days after the completion of mailing of such a notice, an additional notice is required, such additional notice shall be deemed to be required pursuant to this clause (b) as of the opening of business on the tenth day after such completion of mailing and shall set forth the conversion price as adjusted at such opening of business, and upon the publication and mailing of such additional notice no other notice need be given of any adjustment in the conversion price occurring at or prior to such opening of business and after the time that the next preceding notice given by publication and mail became required.

(9) In case:

(a) the Corporation shall declare a dividend (or any other distribution) on its Common Stock payable otherwise than in cash out of its earned surplus; or

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HANCOCK COUNTY

(b) the Corporation shall authorize the granting to the holders of its Common Stock of rights to subscribe for or purchase any shares of capital stock of any class or of any other rights; or

(c) of any reclassification of the capital stock (other than a subdivision or combination of its outstanding shares of Common Stock), or of any consolidation or merger to which the Corporation is a party and for which approval of any stockholders of the Corporation is required, or of the sale or transfer of all or substantially all of the assets of the Corporation; or

(d) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation; then the Corporation shall cause to be mailed to any Transfer Agent or Agents for Cumulative Preferred Stock and to the holders of record of the outstanding shares of Cumulative Preferred Stock, at least twenty days (or ten days in any case specified in clause (a) or (b) above) prior to the applicable record date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up is expected to become effective, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up.

(10) The Corporation shall at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued Common Stock, for the purpose of effecting the conversion of the shares of Cumulative Preferred Stock, the full number of shares of Common Stock then deliverable upon the conversion of all shares of Cumulative Preferred Stock then outstanding.

(11) No fractional shares of Common Stock shall be issued upon conversion, but, instead of any fraction of a share which would otherwise be issuable, the Corporation shall, at the option of the holder of Cumulative Preferred Stock, either

(a) arrange for the purchase of a fraction of a share of Common Stock so that in lieu of any fraction of a share of Common Stock the holder may receive the next highest whole number of shares of Common Stock, provided, however, that the holder shall pay to the Corporation the amount, computed on the basis of the market price per share of Common Stock (as determined by the Corporation) at the close of business on the day of conversion equal to the same purchased fraction of such market price; or

(b) pay to the holder a cash adjustment in respect of such fraction in an amount equal to the same fraction of the market price per share of Common Stock (as determined by the Board of Directors) at the close of business on the day of conversion.

(12) The Corporation will pay any and all taxes that may be payable in respect of the issue or delivery of shares of Common Stock on conversion of shares of Cumulative Preferred Stock pursuant hereto. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Cumulative Preferred Stock so converted were registered, and no such issue or delivery shall be made unless and until the person requesting such issue has paid to the Corporation the amount of any such tax, or has established, to the satisfaction of the Corporation, that such tax has been paid.

(13) For the purpose of this §1.7, the term "Common Stock" shall include any stock of any class of the Corporation which has no preference in respect of dividends or of amounts

FLAN

payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, and which is not subject to redemption by the Corporation. However, shares issuable on conversion of shares of Cumulative Preferred Stock shall include only shares of the class designated as Common Stock of the Corporation as of July 1, 1969, or shares of any class or classes resulting from any reclassification or reclassifications thereof and which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation and which are not subject to redemption by the Corporation; provided that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

§ 1.8. *Reclassification of Series.* So long as any shares of the Cumulative Preferred Stock are outstanding, the Corporation shall not classify or reclassify, or otherwise amend, alter, change or repeal any of the express terms applicable to, outstanding shares of the Cumulative Preferred Stock so as to affect the holders of such shares adversely without the consent (given in writing or by vote at a meeting called for that purpose in the manner prescribed by the By-Laws of the Corporation) of the holders of record of at least two-thirds of the total number of shares of Cumulative Preferred Stock then outstanding so affected adversely (any consent so given to be binding upon subsequent holders of shares of Cumulative Preferred Stock, whether issued before or after the date of such consent).

§ 1.9. *No Preemptive Rights for Cumulative Preferred Stock.* Except as herein set forth, Cumulative Preferred Stock shall not entitle any holder thereof as a matter of right to subscribe for, purchase or receive any part of the unissued stock of the Corporation or any part of any new or additional issue of any stock of the Corporation whether of the same class or of any other class, or to subscribe for, purchase or receive any rights to or options to purchase any such stock, or to subscribe for, purchase or receive any bonds, debentures or other securities convertible into or carrying options or warrants to purchase stock or other securities of the Corporation, or to have any other preemptive rights as now or hereafter defined by the laws of the State of New York.

VI. The principal office of the Corporation is to be located in the City of New York, in the County of New York, in the State of New York.

VII. The Corporation hereby designates the Secretary of State of the State of New York as its agent upon whom process in any action or proceeding against it may be served within the State of New York. The address to which the Secretary of State shall mail a copy of any process against the Corporation, which may be served upon him pursuant to law, is No. 237 Park Avenue, New York, New York 10017.

VIII. The duration of the Corporation is perpetual.

FIFTH: The amendment to the Restated Certificate of Incorporation effecting the change of name of the Corporation to St. Regis Corporation, was authorized by the affirmative vote of the holders of a majority of all outstanding shares of Common Stock entitled to vote thereon at a meeting of such holders duly called and held on April 28, 1983.

COUNTY

SIXTH: The foregoing restatement of the Certificate of Incorporation was authorized to be filed by resolution of the Board of Directors of the Corporation duly adopted at a meeting held April 28, 1983.

IN WITNESS WHEREOF, we have made and signed this Certificate this 28 th day of April, 1983.

William R. Haselton
Chairman of the Board and
Chief Executive Officer

[SEAL]

John J. McLean
Senior Vice President and Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

JOHN J. MCLEAN, being duly sworn, deposes and says: that he is one of the persons who signed the foregoing certificate; that he signed said certificate in the capacity set beneath his signature thereon; that he has read the foregoing certificate and knows the contents thereof; and that the statements contained therein are true to his own knowledge.

John J. McLean
Senior Vice President and Secretary

Subscribed and sworn to before
me this 28 th day of April, 1983.

Marianne Esposito
Notary Public

[SEAL]

MARIANNE ESPOSITO
Notary Public, State of New York
No. 03-4746095, Qual. in Bronx Co.
Cert. Filed in New York County
Commission Expires March 30, 19

STATE OF MAINE, HANCOCK COUNTY REGISTRY OF DEEDS.
Rec'd June 30, 1983 at 9 h 20 m. A. M. and recorded in book 9 Page 95
by B Joanne Douty Register

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HANCOCK COUNTY

L51

4655 **State of Maine**

Department of State

I, the Secretary of State of the State of Maine, do hereby Certify that the paper to which this is attached is a true copy from the records of this office.

SS-C7-75

In Testimony Whereof, I have caused the Great Seal of the State to be hereunto affixed. GIVEN under my hand at Augusta, this sixteenth day of May in the year of our Lord one thousand nine hundred and eighty-five.

Secretary of State

HANCOCK COUNTY

HANCOCK

State of New York
Department of State } ss.:

14099

I hereby certify that I have compared the annexed copy with the original document filed by the Department of State

and that the same is a correct transcript of said original.

Witness my hand and seal of the Department of State on MAR 6 1985

Secretary of State

380507-004 (10/84)

COUNTY

FANC018193

CERTIFICATE OF MERGER

OF

ST. REGIS CORPORATION

INTO

CHAMPION INTERNATIONAL CORPORATION

UNDER SECTION 905 OF THE BUSINESS CORPORATION LAW

Pursuant to the provisions of Section 905 of the Business Corporation Law of the State of New York, the undersigned, Philip R. O'Connell and Laurie Cawley, being respectively a Senior Vice President and an Assistant Secretary of Champion International Corporation, the surviving corporation, hereby certify as follows:

1. Champion International Corporation, a corporation of the State of New York and the surviving corporation, owns all of the outstanding shares of Common Stock, $1.00 par value, of St. Regis Corporation, a corporation of the State of New York and the subsidiary corporation. The name under which Champion International Corporation was formed was United States Plywood Corporation. The name under which St. Regis Corporation was formed was St. Regis Paper Company.

COUNTY

HANCOCK COUNTY

2. As to the subsidiary corporation, the designation and number of outstanding shares and the number of such shares owned by the surviving corporation are as follows:

Name of Subsidiary	Designation and Number of Outstanding Shares	Number of Shares Owned by Survivor
St. Regis Corporation	1,000 shares of Common Stock, $1.00 par value	1,000

3. The certificate of consolidation forming Champion International Corporation (then named United States Plywood Corporation), the surviving corporation, was filed by the Department of State on the 28th day of April, 1937.

The certificate of incorporation of St. Regis Corporation (then named St. Regis Paper Company) was filed by the Department of State on the 4th day of February, 1899.

4. The surviving corporation owns all of the outstanding shares of the subsidiary corporation to be merged.

5. The merger shall be effective on the filing of this certificate of merger by the Department of State.

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6. The plan of liquidation by merger was adopted by the Board of Directors of the surviving corporation.

IN WITNESS WHEREOF, we hereunto sign our names and affirm that the statements made herein are true under ~~the penalties of~~ perjury, this 28th day of January, 1985.

CHAMPION INTERNATIONAL CORPORATION

By: _____
Philip F. O'Connell
Senior Vice President

By: _____
Laurie Cawley
Assistant Secretary

HANCOCK COUNTY

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HANCOCK

B 1807 P 33

CT

CERTIFICATE OF MERGER OF
ST. REGIS CORPORATION INTO
CHAMPION INTERNATIONAL CORPORATION

Pursuant to Section 905 of the Business Corporation Law

4754

SIGNED AND SLATE MACHINE & FLOOR

CHAMPION INTERNATIONAL CORPORATION

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JAN 31 1985
TAX $
AMT. OF CHECK $
FILING FEE $
COUNTY FEE $
COPY $
CERT $
REFUND $
SPEC. HANDLE $
BY

JAN 31 9 AM '85

BILLED

FILED
JAN 31 1 31 PM '85

540002F
460006F
$20.00
1-2-85

MAINE
SECRETARY OF STATE
FILED
April 1, 1985
Secretary of State
AGENT

HANCOCK, SS REC'D MAY 21, 1985 at 8h. 50m. A.M. and entered by

B. Joanne Dority

REGISTER

COUNTY

State of New York
Department of State } ss:

Bk3017 Pg191 #1223
01-25-2001 @ 10:30a

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on JAN 17 2001

STATE OF NEW YORK
DEPARTMENT OF STATE
EXCELSIOR

Special Deputy Secretary of State

DOS-1266 (5/96)

FRANKLIN COUNTY

F 001227000200

CSC 45

CERTIFICATE OF MERGER

OF

CHAMPION INTERNATIONAL CORPORATION

INTO

INTERNATIONAL PAPER COMPANY

UNDER SECTION 905 OF THE BUSINESS CORPORATION LAW

International Paper Company pursuant to the provisions of Section 905 of the Business Corporation Law of the State of New York, hereby certifies as follows.

1 The name of the constituent corporations to be merged are Champion International Corporation, a corporation of the State of New York, and International Paper Company , a corporation of the State of New York.

2 The name of the subsidiary corporation to be merged is Champion International Corporation, which was formed by consolidation on April 28, 1937 under the name United States Plywood Corporation.

3 The name of the surviving corporation is International Paper Company, the certificate of incorporation of which was filed on June 23, 1941 under the name International Paper and Power Corporation

4 The designation and number of outstanding shares of each class of the subsidiary corporation, all of which are owned by the surviving corporation, as set forth in the plan of merger, are as follows.

Name of Subsidiary	Designation and Number of Outstanding Shares
Champion International Corporation	100 common shares

5 The Board of Directors of the corporation named herein as the surviving corporation has adopted a plan of merger setting forth the terms and conditions of merging the corporation named herein as the subsidiary corporation into said surviving corporation.

PLANNED PARENTHOOD

6. The effective date of the merger herein certified shall be the 31st day of December, 2000.

IN WITNESS WHEREOF, I have duly executed this Certificate and affirm that the statements contained herein are true under the penalties of perjury this 28th day of December, 2000.

INTERNATIONAL PAPER COMPANY

Name: William B. Lynn

Title: Senior Vice President

HANCOCK COUNTY

F 001227000200

CERTIFICATE OF MERGER

OF

CHAMPION INTERNATIONAL CORPORATION

INTO

INTERNATIONAL PAPER COMPANY

Section 905 of the Business Corporation Law

12/31/00

CSC 45

DEC 27 10 42 AM '00

Filer: International Paper Co.
2 Manhattanville Road
Purchase, NY 10577
Cust. Ref#942479CST

DRAWDOWN

1-cc

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED DEC 27 2000
TAX $ 0
BY: [illegible]
New York

3

Ret: Warren Winslow
Augusta

001227000199

HANCOCK COUNTY

Bk3036 Pg212 #3299
03-14-2001 @ 09:42a

QUITCLAIM DEED WITH COVENANT *SEE BOOK 3853 PAGE 78*

INTERNATIONAL PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business in Augusta, County of Kennebec and State of Maine ("GRANTOR"), in consideration of a capital contribution in GRANTEE given grants to IP MAINE FORESTS L.L.C., a Delaware limited liability company having its principal office and mailing address at 9 Green Street, Augusta, ME 04330 ("GRANTEE"), with QUITCLAIM COVENANT, the land described as follows:

All of the fee lands, together with any reversionary rights to GRANTOR as a result of the merger effective December 31, 2000, between GRANTOR and Champion International Corporation (Champion) pursuant to existing timber cutting agreements, timber deeds, stumpage sales or similar agreements for the purchase and sale of standing timber and GRANTOR'S interest as a result of said merger in any existing leases and all appurtenances thereto (collectively, the "Timberlands") owned by GRANTOR as a result of said merger and which were prior to said merger owned by Champion and located in the County of Hancock and State of Maine. Such Timberlands are located in various towns, townships and plantations in said Hancock County, including without limitation Blue Hill, Ellsworth, Hancock, TWP 08 SD, Franklin, TWP 09 SD, TWP 10 SD, Bucksport, Mariaville, Waltham, Eastbrook, TWP 16 SD, Osborn, TWP 22MD, Amherst, Aurora, TWP 28 MD, TWP 32 MD, Great Pond PLT, TWP 34 MD, TWP 35 MD, TWP 39 MD, TWP 41 MD, and TWP 3 ND.

ARTICLE I

Section 1.1. The Timberlands are herein sold by GRANTOR and accepted by GRANTEE, subject to the following:

(1) all presently existing easements, rights of way, flowage rights, restrictions, reservations, exceptions, servitudes, cemeteries, campsites, hunting or other leases, licenses, permits and other undertakings or encumbrances of any kind or nature, whether acquired by grant, prescription or adverse possession, either of record or presently existing or affecting any of said lands;

(2) any presently existing conditions or state of facts which would be ascertained or revealed by an accurate survey and/or inspection of said lands, including, but not limited to, boundary line disputes, encroachments and adverse claims;

(3) all valid and existing cutting rights set forth in timber contracts affecting said lands heretofore entered into between GRANTOR and other parties;

(4) the lien for current ad valorem taxes, which shall be prorated as of the date of this conveyance and paid for by the parties;

(5) all prior adverse conveyances by the GRANTOR or its predecessors in title not specifically mentioned herein; and

ARTICLE II

Section 2.1. GRANTOR warrants and forever defends the title to the Timberlands to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under GRANTOR, except those matters set forth in ARTICLE I above.

ARTICLE III

Reference is made to Articles of Merger between International Paper Company and Champion International Corporation duly recorded in Hancock County Registry of Deeds, on January 25, 2001, in Book 3017, Page 191.

ARTICLE IV

Excepting and reserving from this conveyance the parcel or parcels of real estate and appurtenances thereto (the "Reserved Parcels") described in the Exhibit or Exhibits, if any, attached hereto and made a part hereof.

Also, excepting and reserving from such Reserved Parcels, any reversionary rights and interest in any existing leases and appurtenances thereto owned by GRANTOR prior to the merger between GRANTOR and Champion as referred to in the opening paragraph and in ARTICLE III of this deed.

ARTICLE V

Mineral reservation: There is hereby reserved to GRANTOR, its successors and assigns, and excepted from this conveyance, all the oil, gas associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, lignite, peat, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium and other fissionable materials, molybdenum, vanadium, titanium, ilmenite, rutile, leucoxene, zircon, gold, silver, bauxite, granite, limestone, bedrock of any kind or character, kaolin and other clays, sand, gravel, aggregate and other mined or quarried stone or rock materials, industrial minerals, geothermal energy and all other substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals or substances expressly mentioned above, presently owned by GRANTOR in, on or under any of the land conveyed by this Deed, and all executive rights and other rights to execute leases presently owned or held by GRANTOR with respect to the interests of any other parties in any or all said minerals, in or under any of the land conveyed by this Deed, together with full rights of ingress and egress and use of the surface by this Deed to the extent reasonably necessary for exploring, drilling, mining, developing, producing, removing, transporting and owning all of said minerals and mineral rights herein reserved to the GRANTOR; provided, further, however, this reservation of mineral rights shall not prohibit or restrict the GRANTEE from using "on-site" sand or gravel for the purposes of constructing and maintaining roads now existing or hereinafter constructed on the land conveyed by this Deed. Further, this reservation is subject to all outstanding oil, gas and other mineral and/or royalty rights and interests shown of record that affect the Timberlands.

IN WITNESS WHEREOF, the said GRANTOR has caused this deed to be executed by its duly authorized officer and its corporate seal affixed hereto as of the 12 day of March, 2001.

INTERNATIONAL PAPER COMPANY

By: Arthur W McGowen
Name: Arthur W. McGowen
Its: Vice President

SEAL

STATE OF GEORGIA
COUNTY OF CHATHAM

On the 12 day of March, 2001, personally appeared the above-named Arthur W. McGowen, as Vice President of International Paper Company and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said International Paper Company.

Before me,

Bettie M. Quattlebaum
Notary Public
Printed Name: BETTIE M. QUATTLEBAUM
Notary Public, Chatham County, GA
My Commission Expires November 30, 2003

SEAL

TAX COUNTY

EXHIBIT A

EXCEPTIONS TO DEED TO IP MAINE FORESTS L.L.C., BUCKSPORT, HANCOCK COUNTY, MAINE

Two certain lots or parcels of land situated in the Town of Bucksport, County of Hancock and State of Maine, the first being the Forest Resources Office Lot and Building at 12 Bagley Avenue and the second being the Forest Resources Bucksport Wood Yard, being bounded and described as follows, to wit:

First Parcel: Being the Forest Resources Office Lot and Building, situated at 12 Bagley Avenue in said Bucksport and being Lots 45 and 46 of the original Town Site Subdivision done by Maine Seaboard Paper Company and the building thereon situate.

Second Parcel: Being the Forest Resources Bucksport Wood Yard and being the same parcel of land conveyed to Champion International Corporation by Max L. Leavitt by deed dated May 15, 1995 and recorded in the Hancock County Registry of Deeds in Book 2389 at Page 324, and in that deed described as follows, to wit:

"Being a portion of lots 5, 6 and 7 in the First Range of lots in said town and also being approximately in the center of the above named three lots in an east-west plane and being bounded on the north by Lot 8 in the First Range now owned by Robert Nehus of Louisana, Missouri; on the east by land of Champion International Corporation, on the south by land of Melissa Chipman, Champion International Corporation and Faylene Dunbar; and on the west by land of Central Maine Power Company, being a 345 kw transmission line connecting Bangor Hydro-Electric Company at the Bucksport-Orrington town line and being further described as follows, to wit:-

Beginning at the southerly line of said Lot 8, First Range on the easterly side of the said Central Maine Power Company 345 kw transmission line at the remains of an old barbed wire fence; thence about S 74°-29' E a distance of about 911 feet along land of said Robert Nehus and the southerly line of said Lot 8 and the remains of an old barbed wire fence to an intersection in said fence line; thence about S 14-01'' W about 1025 feet along an old barbed wire and rail fence and land of Champion International Corporation to a corner in said fence line; thence about S 75°-51' E about 804 feet along an old barbed wire and rail fence and land of the said Champion International Corporation to a corner in said fence; thence about S 10°-37' W about 324 feet along the remains of an old barbed wire fence and land of said Champion International Corporation to a corner in said fence; thence about N 75°-51' W about 328 feet along an old barbed wire fence and land of said Champion International Corporation to a corner in said fence; thence about S 14°-01' W about 400 feet along an old barbed wire fence and along land of said Champion International Corporation to a spotted line painted yellow and land of Melissa Chipman on the northerly line of said Lot 5, First Range; thence about N 74°-28' W about 179 feet to an iron rod driven into the ground at the northwesterly corner of land of said Melissa Chipman and the northeasterly corner of land of said Champion International

Corporation; thence about N 76°-40' W about 1493 feet along a spotted line painted yellow and land of said Champion International Corporation to an iron rod driven into the ground; thence about S 11°-20' W about 581 __ along a spotted line painted yellow and land of said Champion International Corporation to land of Faylene Dunbar; thence about N 76°-40' W about 170 feet along land of said Faylene Dunbar to the easterly sideline of said Central Maine Power Company 345 kv transmission line; thence about N 24°-07' E about 2410 feet along the easterly sideline of said transmission line to the point of beginning, containing about 55 acres. Bearings are true bearings based on grid north and all bearings and distances are derived from Global Positioning System readings from a mapping grade receiver."

LINCOLN COUNTY

EXHIBIT B

EXCEPTION TO DEED TO IP MAINE FORESTS L.L.C., TOWNSHIP 22, M.D., HANCOCK COUNTY, MAINE

Certain lots or parcels of land with the improvements thereon situate in Township 22, M.D., Hancock County, Maine, and in the Town of Beddington, Washington County, Maine, more particularly bounded and described as follows:

FIRST PARCEL:

A certain lot or parcel of land with the improvements thereon situate in Township 22 M.D., Maine, more particularly bounded and described as follows:

beginning at a wood post scribed "Beddington / T22, 1977, St. Regis Paper Co" found on the northerly shore of Chalk Pond at the division line between Township 22 M.D. and the Town of Beddington, Maine, said division line being the county line between Hancock County and Washington County, Maine, said wood post located at Grid Coordinates NAD 83 Maine East Zone (N: 424876.90, E: 1093943.52)

thence **North 11°-50'-45" West** along the said county line, being the east line of said T22 M.D., a distance of **1520.4'** feet to a point marking its intersection with the southerly sideline of State Route 9;

thence **South 37°-39'-30" West**, along the southerly sideline of State Route 9, a distance of **284.8'** feet to a point of curvature in the road;

thence along the sideline of the road, following a curve to the left having a radius of **1859.9' feet**, a chord distance of **497.9'** feet, and a chord bearing of **South 29°-58'-00" West**, an arc distance of **499.4'** feet to a point of tangency in the road;

thence **South 22°-16'-15" West**, along the sideline of the road, a distance of **750.8'** feet to a point of curvature in the road;

thence along the sideline of the road, following a curve to the right having a radius of **1482.4'** feet, a chord distance of **244.3'** feet, and a chord bearing of **South 27°-00'-00" West**, an arc distance of **244.6'** feet to a point at the northeast corner of the "Chalk Pond Lot", so called, as referenced and excepted in deeds to St. Regis Paper Company recorded in Hancock County Registry of Deeds in Volume 711, Page 434, and in Volume 824, Page 319;

HANCOCK COUNTY

thence **South 9°-38'-30" East**, along the line of the said "Chalk Pond Lot", a distance of **18.1'** feet to an iron pipe found;

thence continuing **South 9°-38'-30" East** along said line a distance of **327.3'** feet to an iron rod found at an angle point in the line of the said "Chalk Pond Lot";

thence **North 77°-00'-00" East**, along the line of the "Chalk Pond Lot", a distance of **231.7'** feet to an iron rod found with identifying metal cap marked, in part, #675;

thence **South 11°-56'-45" East**, along the line of the "Chalk Pond Lot", a distance of **414.0'** feet to an iron rod found with identifying metal cap marked, in part, #676:

thence **North 78°-13'-30" East**, along the line of the "Chalk Pond Lot", a distance of **384.6'** feet to an iron rod found with identifying metal cap marked, in part, #677, at the westerly shore of Chalk Pond;

thence in a generally northerly direction, along the shore of Chalk Pond, a distance of **860'** feet, more or less, to the herein above referenced wood post found and the point of beginning, said wood post bearing **North 28°-48'-30" East** a distance of **796.5'** feet from the previous iron rod found with identifying cap #677, enclosing **31.8 acres**, more or less.

For source of title to the within described premises, reference may be had to Parcel 70 in a deed from TIME, INCORPORATED to St. Regis Paper Company, dated December 12, 1946, recorded in Volume 711, Page 434 at the Hancock County Registry of Deeds, and to Parcel 5 in a deed from Eastern Corporation to St. Regis Paper Company, dated September 2, 1950, recorded in Volume 824, Page 319 at the Hancock County Registry of Deeds.

The within described premises are subject to all existing rights, restrictions, and easements, both public and private, which may encumber the within described premises.

SECOND PARCEL:

A certain lot or parcel of land with the improvements thereon situate in the Town of Beddington, County of Washington, State of Maine, more particularly bounded and described as follows:

beginning at a wood post scribed " Beddington / T22, 1977, St. Regis Paper Co:" found on the northerly shore of Chalk Pond at the division line between Township 22 M.D. and the Town of Beddington, Maine, said division line being the county line between Hancock County and Washington County, Maine, said wood post located at Grid Coordinates NAD 83 Maine East Zone (N: 424876.90, E: 1093943.52)

thence in a general easterly direction, along the shore of said Chalk Pond and the shore of its inlet, a distance of **1470'** feet, more or less, to an iron rod set at the south west corner of a

Wetland Mitigation Area granted to the State of Maine by Champion International Corporation as said area is depicted on plans entitled, in part, "BD-1 Wetland Mitigation Site Beddington, Washington, County", dated March 1988, Department of Transportation File No. 15-271, said southwest corner being depicted on said plan as **Point Number 15**, said iron rod bearing **North 60°-47'-45" East** a distance of **1110.0'** feet from the previously identified wood post found;

thence **North 53°-31'-15" West**, along the line of land of said Wetland Mitigation Area, a distance of **648.9'** feet to an iron rod set at an angle point in the said line;

thence **North 15°-56'-15" East**, along the line of said Wetland Mitigation Area, a distance of **433.7'** feet to an angle point in the said line;

thence **North 30°-46'-15" West**, along the line of said Wetland Mitigation Area, a distance of **32.7'** feet to an angle point in the said line;

thence **North 4°-38'-15" West**, along the line of said Wetland Mitigation Area, a distance of **203.9'** feet to an angle point in the said line;

thence **North 9°-09'-30" East**, along the line of said Wetland Mitigation Area, a distance of **108.5'** feet to an angle point in the said line;

thence **South 88°-52'-00" East**, along the line of said Wetland Mitigation Area, a distance of **3.1'** feet to an angle point in the said line:

thence **North 75°-24'-00" East**, along the line of said Wetland Mitigation Area, a distance of **202.8'** feet to an angle point in the said line;

thence **North 60°-58'-00" East**, along the line of said Wetland Mitigation Area, a distance of **122.9'** feet to an angle point in the said line;

thence **North 23°-01'-15" East**, along the line of said Wetland Mitigation Area, a distance of **231.3'** feet to an angle point in the said line;

thence **North 37°-00'-00" East**, along the line of said Wetland Mitigation Area, a distance of **78.7'** feet to an iron rod set at the northeast corner of the said Wetland Mitigation AREA, said corner depicted as **Point Number 4** on the above referenced Maine Department of Transportation Plan;

thence **North 31°-00'-00" West** through land of Champion International Corporation a distance of **729.7'** feet to an iron rod set on the southerly sideline of State Route 9;

EXHIBIT COPY

thence **South 37°-39'-30" West**, along the southerly sideline of State Route 9, a distance of **1524.2'** feet to a point marking its intersection with the division line between the Town of Beddington and Township 22 M.D., at the Hancock-Washington County Line;

thence **South 11°-50'-45" East**, along said division line, being the west line of the Town of Beddington, a distance of **1520.4'** feet to a wood post found on the north shore of Chalk Pond, and the point of beginning, enclosing **48.4** acres, more or less.

For source of title to the within described SECOND PARCEL, reference may be had to Parcel 60 in a deed from TIME, INCORPORATED to St. Regis Paper Company, dated December 17, 1946, recorded in Volume 472, Page 150 at the Washington County Registry of Deeds;

The within described SECOND PARCEL is subject to a 30' foot wide right of way from State Route 9 to the Wetland Mitigation Area to be used jointly by the State of Maine, Department of Transportation, and Champion International Corporation for pond access as said right of way is depicted on the herein above referenced Maine Department of Transportation Plan, File No. 15-271.

The within described SECOND PARCEL is subject to the public rights to all that portion of "Old Route 9", as described in Hancock County Commissioners Records Volume 2, Page 242, which crosses or encumbers the within described premises.

The within described SECOND PARCEL is subject to all other existing rights , restrictions, and easements, both public and private, which encumber the within described premises.

Bearings referenced herein for FIRST PARCEL and SECOND PARCEL are oriented to GRID NORTH-NAD 83 MAINE EAST ZONE, and distances referenced herein are ground distances (to convert to GRID DISTANCE, apply a scale factor of .99990) as computed from a survey of the within described premises by Plisga & Day, Land Surveyors in December 2000

HANCOCK COUNTY

Ret:
(9) Pierce L.D.
77 Winthrop St.
Augusta
04330-3552

State of Delaware

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, 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:

"IP MAINE FORESTS L.L.C.", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "SP FORESTS L.L.C." UNDER THE NAME OF "SP FORESTS L.L.C.", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SIXTH DAY OF MARCH, A.D. 2001, AT 10 O'CLOCK A.M.

HANCOCK COUNTY

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3047690 8100M

010146378

AUTHENTICATION: 1044283

DATE: 03-26-01

CERTIFICATE OF MERGER

OF

IP MAINE FORESTS L.L.C.

WITH AND INTO

SP FORESTS L.L.C.

In accordance with Section 18-209(c) of the Delaware Limited Liability Company Act (the **"LLC Act"**), the undersigned limited liability company hereby adopts the following Certificate of Merger:

1. IP Maine Forests L.L.C., a Delaware limited liability company (**"IP Maine"**), is merging with and into SP Forests L.L.C., a Delaware limited liability company (**SP Forests"**) (IP Maine and SP Forests being collectively called the **"Merging Entities"**).

2. An Agreement of Merger has been approved and executed by each of the Merging Entities in accordance with Section 18-209(c)(2) of the LLC Act.

3. SP Forests shall be the surviving entity of the merger.

4. The Certificate of Formation of SP Forests shall be the Certificate of Formation of the Surviving Entity.

5. The executed Agreement of Merger is on file at an office of the Surviving Entity whose address is:

SP Forests L.L.C.
c/o International Paper Company
2 Manhattanville Road
Purchase, NY 10577
Attention: General Counsel

6. An executed copy of the Agreement and Plan of Merger will be furnished by the Surviving Entity, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any of the Merging Entities.

[signature pages follow]

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 03/26/2001
010146378 - 3047690

HANCOCK COUNTY

HANCOCK COUNTY

This Certificate of Merger shall become effective on March 26, 2001.

SP FORESTS L.L.C.

By: Robin Richerson
Title: Vice President

HANCOCK COUNTY

(3) Pierce L.D.
77 Winthrop St
A
066 04330-5552

SEE BOOK 4588 PAGE 26

NCS - 196622

QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

Know All Persons by These Presents, That

MAINE REAL ESTATE TRANSFER TAX PAID

SP Forests, L.L.C., a Delaware limited liability company, having an address at 6400 Poplar Avenue, Memphis, Tennesse, 38197, for consideration paid, grant to CMP Bucksport LLC, a Delaware limited liability company, having an address at 9 W. 57th Street, New York, New York, 10019, Attention: Scott Kleinman, with **quitclaim covenant**, the premises in Bucksport and Orland, County of Hancock, State of Maine, described on the attached **EXHIBIT A**, together with (i) all of the Grantor's right, title and interest, in and to all improvements, buildings, structures and fixtures situated thereon or in anywise appertaining thereto (collectively, the "**Improvements**"), and (ii) all rights and appurtenances appertaining thereto (hereinafter collectively referred to as the "**Appurtenances**"), including, but not limited to:

(a) All right, title and interest, if any, of the Grantor in and to any land in the bed of any street, road or avenue, open or proposed, in front of, or adjoining the premises;

(b) All right, title and interest, if any, of the Grantor in and to any rights of way or rights of ingress or egress on or to any land, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining the premises and any or all awards made or to be made in lieu thereof and in and to any unpaid awards for damages thereto by reason of a change of grade of any such highway, street, road or avenue;

(c) All right, title and interest, if any, of the Grantor in and to any easements serving the premises;

(d) All sewage treatment capacity, water capacity and other utility capacity allocated by any public or private utility to serve the premises and the Improvements; and

(e) Any reversionary rights attributable to the premises (the premises together with the Improvements and the Appurtenances are hereinafter collectively referred to as the "**Property**").

Subject to all matters of record.

WITNESS my hand and seal this 28th day of July, 2006.

Signed, Sealed and Delivered in presence of

SP FORESTS, L.L.C.

By: C. Cato Exley
Title: Vice President

Tennessee
STATE OF ~~NEW YORK~~)
) ss.
COUNTY OF Shelby)

On the 28th day of July in the year 2006, before me personally came C. Cato Exley, to me known, who, being by me duly sworn, did depose and say that ~~he~~/she is the Vice President of SP Forests, LLC, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.

V. Lynn Oberholtzer
Notary Public

V. LYNN OBERHOLTZER
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

My commission expires:
My Commission Expires August 25, 2009

619837.03-New York Server 4A - MSW

EXHIBIT A

LEGAL DESCRIPTION

Certain lots or parcels of land more particularly bounded and described in the following Exhibits and the Schedules attached thereto:

1. Exhibit A-1, Bucksport and Orland, Hancock County (Time, Incorporated deed, dated December 17, 1946, recorded in Book 711, Page 434);
2. Exhibit A-2, Bucksport and Orland, Hancock County (other deeds);
3. Exhibit A-3, Bucksport and Orland, Conveyances from Central Maine Power;
4. Exhibit A-4, Orland, Hancock County (Orland);
5. Exhibit A-5, Energy Plant Site

Exhibit A-1
Bucksport and Orland, Hancock County (Time, Incorporated deed, dated December 17, 1946, recorded in Book 711, Page 434)

So much of the property located in Bucksport and Orland, Hancock County, Maine, being parcels 1 through 40, inclusive, described in the deed from Time, Incorporated to St. Regis Paper Company, dated December 17, 1946, recorded in Book 711, Page 434 (the "Time deed"), more particularly bounded and described in Schedule A-1, attached hereto and hereby made a part hereof.

EXCEPTING from said Time deed so much of the premises conveyed by St. Regis Paper Company in the following deeds to:

1. Augustus P. Gregory, dated October 18, 1954, recorded in Book 766, Page 270, the description therein being attached hereto as Schedule A-2.

2. Inhabitants of the Town of Bucksport, dated August 16, 1955, in Book 769, Page 491, the description therein being attached hereto as Schedule A-3.

3. Laurence E. Alley and Cora E. Alley, dated December 31, 1956, recorded in Book 947, Page 26, being a portion of parcel 2 in said Time deed the description being attached hereto as Schedule A-7.

4. State of Maine, dated December 12, 1972, recorded in Book 1159, Page 489, the description therein being attached hereto as Schedule A-55.

5. Central Maine Power Company, dated October 9, 1974, recorded in Book 1201, Page 632, the description

therein being attached hereto as Schedule A-45 CMP.

6. Town of Bucksport, dated October 10, 1975, recorded in Book 1241, Page 277, the description therein being attached hereto as Schedule A-8.

7. Philip C. Seeking and Dorothy H. Seekins, dated March 19, 1976, recorded in Book 1254, Page 475, being a portion of parcel 2 in said Time deed the description being attached hereto as Schedule A-9.

8. The following lots: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 12-A, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 47, 48, 49, 50, 51, 52, 53, 55, 57, 58, 59, 62, 63, 64, depicted on the plan entitled HOUSING DEVELOPMENT OF ST. REGIS PAPER COMPANY, BUCKSPORT, MAINE, dated July 26, 1955, and recorded in Plan Book 7, Page 88, being conveyed by the following deeds:

a. Clarence E. Skillings and Carol N. Skillings, dated October 19, 1955, recorded in Book 769, Page 566, being Lot 29.

b. Bernard A. Bishop and Jennie M. Bishop, dated October 4, 1955, recorded in Book 769, Page 598, being Lot 31.

c. Joseph F. Dore and Margaret J. Dore, dated September 6, 1955, recorded in Book 772, Page 341, being Lot 34.

d. Leicester W. O'Connor and Mildred B. O'Connor, dated September 9, 1955, recorded in Book 772, Page 418, being Lot 4.

e. Marion J. Baker, dated September 2, 1955, recorded in Book 772, Page 517, being Lot 32.

f. Stephen A. Barry and Marvia P. Barry, dated September 16, 1955, recorded in Book 772, Page 542, being Lot 35.

g. Richard W. Estabrook and Elizabeth P. Estabrook, dated September 16, 1955, recorded in Book 772, Page 560, being Lot 50.

h. Alfred A. Swenson and Helena P. Swenson, dated September 16, 1955, recorded in Book 772, Page 568, being Lot 51.

i. Nelson Bourgon and Astrid V. Bourgon, dated September 26, 1955, recorded in Book 772, Page 576, being Lot 13.

j. Levite J. Chasse and Georgia G. Chasse, dated September 30, 1955, recorded in Book 772, Page 584, being Lot 15.

k. Mercerco W. Tymoczko and Yvonne M. Tymoczko, dated September 22, 1955, recorded in Book 772, Page 592, being Lot 10.

l. John D. Lawrence and Mary E. Lawrence, dated September 22, 1955, recorded in Book 774, Page 386, being Lot 52.

m. Arthur R. Grunwald and Annie P. Grunwald, dated September 26, 1955, recorded in Book 774, Page 449, being Lot 49.

n. Stanley P. Fairweather and Marguerite D. Fairweather, dated September 26, 1955, recorded in Book 774, Page 460, being Lot 36.

o. Preston E. Robinson and Algie K. Robinson, dated September 19, 1955, recorded in Book 774, Page 476, being Lots 58 and 63.

p. Charles H. Tracy and Marian D. Tracy, dated September 26, 1955, recorded in Book 774, Page 544, being Lot 20.

q. Norman L. Danforth and Sadie S. Danforth, dated October 21, 1955, recorded in Book 774, Page 571, being Lot 24.

r. Paul P. Bires and Grace O. Bires, dated September 22, 1955, recorded in Book 777, Page 82, being Lot 3.

s. Frederick N. Sprague and Alena W. Sprague, dated September 22, 1955, recorded in Book 777, Page 130, being Lot 9.

t. George E. Bemis and Frances D. Bemis, dated October 21, 1955, recorded in Book 777, Page 244, being Lot 16.

u. William B. Hall and Gertrude W. Hall, dated September 19, 1955, recorded in Book 777, Page 303, being Lot 6.

v. Edward R. Taylor and Myrtle G. Taylor, dated October 28, 1955, recorded in Book 777, Page 312, being Lot 26.

w. Eldon L. Robinson and Villeroy E. Robinson, dated October 21, 1955, recorded in Book 777, Page 314, being Lot 21.

x. Matthew A. Rosebush, dated December 5, 1955, recorded in Book 777, Page 455, being Lot 27.

y. James O. Bedell and Madeline K. Bedell, dated September 16, 1955, recorded in Book 778, Page 105, being Lot 11.

z. Adam Simpson and Lela M. Simpson, dated September 26, 1955, recorded in Book 778, Page 114, being Lot 28.

aa. Wendell M. Oak and Antoinette P. Oak, dated September 26, 1955, recorded in Book 778, Page 231, being Lot 17.

bb. Robert A. Pinkham and Lillian E. Pinkham, dated September 22, 1955, recorded in Book 778, Page 239, being Lots 57 and 62.

cc. Gerald E. Jellison and Gertrude A. Jellison, dated September 16, 1955, recorded in Book 778, Page 265, being Lot 22.

dd. Linwood C. Upton and Anita H. Upton, dated October 28, 1955, recorded in Book 778, Page 314, being Lot 7.

ee. Oliva G. Jacques and Helen M. Jacques, dated October 21, 1955, recorded in Book 778, Page 437, being Lot 18.

ff. Harold S. Chase and Ruth H. Chase, dated September 16, 1955, recorded in Book 779, Page 3, being Lot 55.

gg. Leroy A Stairs and Evangeline F. Stairs, dated September 9, 1955, recorded in Book 779, Page 74, being Lot 59.

hh. George H. Winter and Gertrude S. Winter, dated September 26, 1955, recorded in Book 779, Page 77, being Lot 14.

ii. Harold M. Salisbury and Teresa S. Salisbury, dated September 26, 1955, recorded in Book 779, Page 85, being Lot 48.

jj. Paul Nolan and Gertrude Nolan, dated October 21, 1955, recorded in Book 779, Page 93, being Lot 53.

kk. Dana S. Swazey and Anne Swazey, dated September 22, 1955, recorded in Book 779, Page 109, being Lot 8.

ll. Walter J. Thomas and Barbara A. Thomas, dated October 28, 1955, recorded in Book 779, Page 498, being Lot 12-A depicted on said plan recorded in Plan Book 7, Page 88.

mm. Perley C. LeClair and Kathleen M. LeClair, dated November 1, 1955, recorded in Book 779, Page 512, being Lot 33.

nn. Stephen G. Lydick and Goldie H. Lydick, dated December 5, 1955, recorded in Book 779, Page 556, being Lot 19.

oo. Roy S. Bagley and Gladys M. Bagley, dated October 28, 1955, recorded in Book 780, Page 166, being Lot 12.

pp. Richard M. Maley and Margaret E. Maley, dated November 17, 1955, recorded in Book 780, Page 346,

being Lot 5.

qq. Donald B. Smith and Ivy E. Smith, dated November 17, 1955, recorded in Book 781, Page 79, being Lot 25.

rr. Joseph H. Shean and Delores W. Shean , dated December 5, 1955, recorded in Book 781, Page156, being Lot 30.

ss. Patrick H. Carrier and Alberta V. Carrier, dated January 25, 1956, recorded in Book 781, Page 331, being Lot 23.

tt. Stephen A. Barry and Marvia P. Barry, dated January 4, 1957, recorded in Book 803, Page 200, being Lot 64.

uu. Lloyd W. Burr and Eleanor H. Burr, dated October 31, 1960, recorded in Book 891, Page 122, being Lot 47.

Further EXCEPTING from said Time deed so much of the property located in said Bucksport and Orland described in the following:

1. Deed from St. Regis Corporation to Henry P. Herrick and Cynthia J. Herrick, dated September 12, 1984, recorded in Book 1514, Page 7, being a portion of parcel 1 in said Time deed the description being attached hereto as Schedule A-10.

2. Deed from Champion International Corporation to the State of Maine, dated, February 14, 1995, recorded in Book 2382, Page 240, the description therein being attached as Schedule A-56.

3. Deed from Champion International Corporation to Inhabitants of the Town of Bucksport, dated March 22, 1999, recorded in Book 2830, Page 592, the description therein being attached hereto as Schedule A-11.

INCLUDING so much of the property located in said Bucksport and Orland described in the following deeds to St. Regis Paper Company:

1. Deed from Randolph W. Spain and Inez L. Spain, dated August 15, 1972, recorded in Book 1149, Page 463, being Lot 41 depicted on said plan recorded in Plan Book 7, Page 88.

2. Deed from Bobbi M. Tower et al, dated February 28, 1979, recorded in Book 1345, Page 546, being Lot 42 depicted on said plan recorded in Plan Book 7, Page 88.

3. Deed from Seaboard Federal Credit Union, dated May 24, 1990, recorded in Book 1810, Page 474, being Lot 43 depicted on said plan recorded in Plan Book 7, Page 88.

Exhibit A-2
Bucksport and Orland, Hancock County (other deeds)

So much of the property located in Bucksport and Orland, Hancock County, Maine, described in the following deeds to St. Regis Paper Company:

1. Silver Lake Cemetery Corporation, dated, September 18, 1957, recorded in Book 804, Page 447, the description therein being attached hereto as Schedule A-12.

2. Helen P. Chipman, dated July 31, 1959, recorded in Book 844, Page 484, the description therein being attached hereto as Schedule A-13.

3. Albert D. Swazey, dated January 11, 1965, in Book 976, Page 161, the description therein being attached hereto as Schedule A-15, EXCEPTING from the premises conveyed by said Swazey deed so much of the premises conveyed by Champion International Corporation in the following deeds to:

a. David Adams, dated October 30, 1987, recorded in Book 1676, Page 13, the description therein being attached hereto as Schedule A-16.

b. William G. O'Donnell and Sheila D. O'Donnell, dated November 29, 1993, recorded in Book 2188, Page 165, the description therein being attached hereto as Schedule A-17.

c. William G. O'Donnell and Sheila D. O'Donnell, dated August 4, 1994, recorded in Book 2299, Page 99, the description therein being attached hereto as Schedule A-18.

d. Robert Wardwell & Sons, Inc., date August 23, 1995, recorded in Book 2431, Page 274, the description therein being attached hereto as Schedule A-19.

e. Bangor Hydro-Electric Company, dated November 12, 1998, recorded in Book 2794, Page 351, the description therein being attached hereto as Schedule A-20.

4. Edwin S. Lowell, dated November 18, 1974, recorded in Book 1204, Page 291, the description therein being attached hereto as Schedule A-21.

5. Mary E. Lowell, dated September 19, 1975, recorded in Book 1235, Page 219, the description therein being attached hereto as Schedule A-22.

6. Philip C. Seekins and Dorothy H. Seekins, dated March 24, 1976, recorded in Book 1254, Page 477, the description therein being attached hereto as Schedule A-23.

7. Deed from Webber Tanks, Inc., dated July 30, 1979, recorded August 2, 1979, in Book 1356, Page 225, the description being attached hereto as Schedule A-36.

8. Bentley L. Barbour, dated January 4, 1980, recorded in Book 1369, Page 28, the description therein being attached hereto as Schedule A-24.

9. Deed from Maine Central Railroad Company, dated January 15, 1980, recorded in Book 1369, Page 208, the description being attached hereto as Schedule A-38.

10. Alice M. Barbour et al, dated September 28, 1982, recorded in 1446, Page 487, being a one-half (1/2) in common and undivided interest in and to a certain lot or parcel of land located in said Bucksport, being a portion of the southerly half of Lot No. Sixty (60) Range Four (4) and all of said lot owned by Neil Boyle at the time of his decease. Being a portion of the premises conveyed by Julia Ann Smith to Bently L. Barbour by deed dated January 16, 1945, recorded in Book 695, Page 569.

So much of the property located in Bucksport and Orland, Hancock County, Maine, described in the following deeds to St. Regis Corporation:

1. Roland Wessels and Gisa Wessels, dated June 14, 1984, recorded in Book 1501, Page 374, more particularly bounded and described as follows:

"Beginning on the fifth range line between the fifth and short range at the corner of lots number on hundred and sixty four and one hundred and sixty five short range; running thence on said range line North 55 east forty four rods to the center of said lot No 165; thence North 34 west parallel with the side lines of said lot forty rods more or less to the westerly winter road leading from McCurdy's to Buck's Pond, on the line agreed on between Edmund Williams and Isaac Small the former owner; thence South 55 West to the lie between numbers 164 and 165; thence Easterly on the line between said Lots No. 164 and 165 to the place of beginning meaning hereby to convey all the lot conveyed by Isaac Small to Bryant Kench and James Wilson by deed dated December 30, 1868, and by Jas. E. Wilson by deed dated July 18, 1872, to me. Meaning and intending to convey the same premises described in a July 29, 1939 Quitcliam Deed from Winslow F. Quimby and Isaac Quimby to Ernest Coal and Lelia Cole recorded in Book 670, Page 403."

2. Michael S. Lehfeldt et al, dated August 6, 1984, recorded in Book 1508, Page 264, the description therein being attached hereto as Schedule A-25.

3. Stanwood C. Tingley et al, dated July 31, 1984, recorded in Book 1508, Page 273, the description therein being attached hereto as Schedule A-26.

So much of the property located in Bucksport and Orland, Hancock County, Maine, described in the following deeds to Champion International Corporation:

1. Michael S. Lehfeldt and Elizabeth S. Lehfeldt, dated October 7, 1985, recorded in Book 1555, Page 639, the description therein being attached hereto as Schedule A-27.

2. Frank J. Boyle, dated November 3, 1987, recorded in Book 1669, Page 582, the description therein being attached hereto as Schedule A-28.

3. Roland Wessels and Gisa Wessels, dated September 17, 1988, recorded in Book 1716, Page 407, the description therein being attached hereto as Schedule A-29.

4. Robert S. Bergold, dated March 28, 1995, recorded in Book 2373, Page 137, being more particularly bounded and described as follows:

Beginning at the northwest corner of the lot now or formerly known as the Swazey Long Pond Mill lot; thence running north thirty-two and one-half degrees west, eighty-eight rods, to a stake and stone; thence north fifty-seven and one-half degrees east, forty-two rods to stake and stone; thence south thirty-two and one-half degrees east, sixty-six rods, to the Pond; thence southerly by the shore of the Pond to the point begun at; said lot containing twenty acres and ninety-four rods, more or less.

5. Max L. Leavitt, dated May 15, 1995, recorded in Book 2389, Page 324, the description therein being attached as Schedule A-100.

6. Byron F. Vinton III and Linda L. Vinton, dated May 30, 1996, recorded in Book 2567, Page 138, being more particularly bounded and described as follows:

A certain lot or parcel of land with the buildings thereon situated in said Bucksport on the easterly side of the State Highway leading from Bucksport to Bangor and being part of the old Huzzy farm, so-called, bounded and described as follows: Beginning at a point on the easterly sideline of said State Highway which is the point of intersection of said easterly sideline of said State Highway and the northerly sideline of a road forty (40) feet in width leading through said old Huzzy farm, so-called; thence running South eight-five degrees East (S 85° E) by the northerly sideline of said forty-foot road, a distance of three hundred forty-one (341) feet to a two inch (2") pipe; thence running North twelve degrees and fifteen minutes east (N 12° 15' E) a distance of four hundred sixty (460) feet, more or less, to a two inch (2") pipe; thence running South sixty-two degrees and forty-five minutes West (S 62° 45' W) a distance of four hundred ninety-two (492) feet, more or less, to a two inch (2') iron pipe on the easterly sideline of said State Highway; thence southerly along said State Highway, a distance of one hundred eighty-five (185) feet, more or less, to the point of beginning, containing two and nine tenths (2.9) acres, more or less. EXCEPTING the premises conveyed by Laurence E. Alley and Cora E. Alley to Central Maine Power Company by deed dated December 17, 1963, and recorded in Book 950, Page 30.

7. Faylene R. Dunbar, dated July 29, 1996, recorded in Book 2567, Page 141, being more particularly bounded and described as follows:

A certain lot or parcel of land together with any buildings thereon, situated in Bucksport, Hancock County, Maine bounded and described as follows: Easterly by land formerly of James Patterson; westerly by the county road leading from Bucksport to Bangor; northerly by land now or formerly of the heirs of William Lewis and or their grantees; southerly by an alley way and containing seventeen acres, more or less. This lot is the same as conveyed by Kenneth L. Meade and Charles Frederick Wentworth to Morgan Leach by deed dated October 27, 1947 and recorded in Book 718, Page 406. EXCEPTING the parcel conveyed in Book 1016, Pages 36 and 39.

8. Philip C. Seekins, dated July 29, 1996, recorded in Book 2567, Page 143, the description therein being attached hereto as Schedule A-30.

9. Melissa Chipman, dated December 8, 1998, recorded in Book 2791, Page 438, more particularly bounded and described as follows:

A certain lot or parcel of land, with the improvements thereon, situated in said Bucksport: Beginning at an iron rod at the northeasterly corner of property of this Grantee as described in deed recoded in Book 1669, Page 582;

thence along the easterly line of said Champion property, South 29° 47' 0" West, 882.3 feet to an iron rod set on the northerly line of property described as Parcel Two in a deed to St. Regis Paper Company recorded in the Hancock County Registry of Deeds, Book 711, Page 34; thence along the northerly line of St. Regis land, South 58° 53' 30" East, 291.1 feet to an iron rod set at the northeasterly corner of St. Regis Parcel Two; thence North 11° 39' 30" East along other land if this Grantor, 935.4 feet to an iron rod, the place of beginning. The above-described parcel contains 2.95 acres. For reference see deed form Sutherland, recoded in Book 1334, Page 207. The above-described parcel is a triangular shaped lot and is a portion of the property described in the Sutherland deed.

10. Dale Leavitt and Berley L. Leavitt, dated May 19, 1995, recorded in Book 2834, Page 93, the description therein being attached hereto as Schedule A-31.

11. Cecilio H. Juntra, dated February 23, 1996, recorded in Book 2501, Page 92, the description therein being attached hereto as Schedule A-49.

So much of the property located in Bucksport and Orland, Hancock County, Maine, described in the following deeds to International Paper Corporation:

1. Webber Tanks, Inc., dated June 22, 2001, recorded in Book 3108, Page 305, the description being attached in Schedule A-35 Webber Tanks.

EXCEPTING so much of the premises conveyed by the following:

1. Deed from St. Regis Paper Company to Central Maine Power, dated April 30, 1962, recorded in Book 908, Page 113, the description therein being attached hereto as Schedule A-43.

2. Deed from St. Regis Corporation to Webber Tanks, Inc., dated March 16, 1984, recorded in Book 1493, Page 138, the description being attached hereto as Schedule A-37.

3. Deed from Champion International Corporation to Seaboard Federal Credit Union, dated November 5, 1987, recorded in Book 1669, Page 585, the description therein being attached hereto as Schedule A-32.

4. Deed from Champion International Corporation to the State of Maine, dated, February 14, 1995, recorded in Book 2382, Page 240, the description therein being attached as Schedule A-56.

5. Deed from Champion International Corporation to Central Maine Power Company, dated May 2, 2000, recorded in Book 2919, Page 347, the description therein being attached hereto as Schedule A-48 CMP.

6. Deed from Maine Seaboard Paper Company to the Roman Catholic Bishop of Portland, dated November 8, 1932, recorded in Book 3056, Page 133, the description therein being attached hereto as Schedule A-33.

7. Deed from SP Forests LLC to Gary Pomeroy Logging, Inc., recorded on November 21, 2001, in Book 3195, Page 28, the description therein being attached hereto as Schedule A-57.

8. Deed from International Paper Company to Roman Catholic Bishop of Portland, dated January 15, 2002, recorded in Book 3366, Page 235, the description therein being attached hereto as Schedule A-34 (release deed).

9. Deed from SP Forests, LLC to Gary M. Pomeroy Logging, Inc., and David Woodhead, dated October 24, 2002, recorded in Book 3462, Page 73, the description therein being attached hereto as Schedule A-39.

10. Deed from International Paper Company to Gary M. Pomeroy Logging, Inc., and David Woodhead, dated October 24, 2002, recorded in Book 3462, Page 83, the description therein being attached hereto as Schedule A-39 (mineral interest).

11. Deed from SP Forests, LLC to Alice M. Grant and David J. Grant, dated May 1, 2003, recorded in Book 3606, Page 307, the description therein being attached hereto as Schedule A-40.

12. Deed from International Paper Company to Alice M. Grant and David J. Grant, dated May 1, 2003, recorded in Book 3606, Page 310, the description therein being attached hereto as Schedule A-40 (mineral interest).

13. Deed from SP Forests LLC to Gary Pomeroy Logging, Inc., recorded on August 4, 2003, in Book 3690, Page 41, the description therein being attached hereto as Schedule A-58.

14. Deed from International Paper Company to Gary M. Pomeroy Logging Inc., and David A. Woodhead, dated December 30, 2003, recorded in Book 3853, Page 78, more particularly described above (mineral interest).

15. Deed from SP Forests, LLC to the Inhabitants of the Town of Bucksport, dated October 7, 2005, recorded in Book 4324, Page 1, the description therein being attached hereto as Schedule A-41.

16. Deed from International Paper Company to the Inhabitants of the Town of Bucksport, dated October 7, 2005, recorded in Book 4324, Page 5, the description therein being attached hereto as Schedule A-41 (mineral interest).

Exhibit A-3 Conveyances from Central Maine Power
Bucksport and Orland, Hancock County (Central Maine Power)

So much of the premises located in Bucksport and Orland, Hancock County, Maine, described in the following deeds from Central Maine Power Company to:

1. St. Regis Paper Company, dated April 20, 1962, recorded May 10, 1962, in Book 907, Page 485, the description therein being attached hereto as Exhibit A Schedule A-42 CMP.

2. St. Regis Paper Company, dated March 15, 1965, recorded in Book 979, Page 129, the description therein being attached hereto as Exhibit A Schedule A-44 CMP.

3. St. Regis Paper Company, dated October 11, 1974, recorded in Book 1201, Page 634, the description therein being attached hereto as Exhibit A Schedule A-46 CMP.

4. Champion International Corporation, dated April 3, 1990, recorded in Book 1806, Page 292, the description therein being attached hereto as Exhibit A Schedule A-47 CMP.

Exhibit A-4 Orland
Orland, Hancock County

Those certain flowage rights and easements located in Orland, Hancock County, Maine, described in the following deeds to St. Regis Paper Company:

1. Joseph E. Soper, dated July 26, 1952, recorded in Book 747, Page 300, the description therein being attached hereto as Schedule A-60 Orland.

2. Everett P. Wilder, dated July 21, 1952, recorded in Book 747, Page 301, the description therein being attached hereto as Schedule A-61 Orland.

3. Owen L. Gray, dated August 10, 1952, recorded in Book 747, Page 302, the description therein being attached hereto as Schedule A-62 Orland.

4. Hazel E. Woodworth and Edna B. Woodworth, dated August 12, 1952, recorded in Book 747, Page 303, the description therein being attached hereto as Schedule A-63 Orland.

5. Arthur G. Dunbar, dated July 21, 1952, recorded in Book 747, Page 304, the description therein being attached hereto as Schedule A-64 Orland.

6. Stephen A. Barry and Marvia P. Barry, dated July 23, 1952, recorded in Book 747, Page 305, the description therein being attached hereto as Schedule A-65 Orland.

7. Charlton P. Stubbs and Pearl D. Stubbs, dated July 30, 1952, recorded in Book 747, Page 306, the description therein being attached hereto as Schedule A-66 Orland.

8. Herbert M. Soper and Mildred B. Soper, dated July 23, 1952, recorded in Book 747, Page 307, the description therein being attached hereto as Schedule A-67 Orland.

9. Robert B. Randall, dated August 18, 1951, recorded in Book 749, Page 100, the description therein being attached hereto as Schedule A-68 Orland.

10. Edith O. Tunison, dated September 5, 1951, recorded in Book 749, Page 102, the description therein being attached hereto as Schedule A-69 Orland.

11. Vivian V. Rockwood Hine, dated August 23, 1951, recorded in Book 749, Page 103, the description therein

being attached hereto as Schedule A-70 Orland.

12. Stella G. Streeter, dated August 31, 1951, recorded in Book 749, Page 104, the description therein being attached hereto as Schedule A-71 Orland.

13. Nathan P. Walton, Jr., and Josephine R. Walton, dated August 18, 1951, recorded in Book 749, Page 105, the description therein being attached hereto as Schedule A-72 Orland.

14. Sarah S. Bauman, dated August 18, 1951, recorded in Book 749, Page 106, the description therein being attached hereto as Schedule A-73 Orland.

15. Central Maine Power Company, dated April 2, 1952, recorded in Book 749, Page 107, the description therein being attached hereto as Schedule A-74 Orland.

16. Richard W. Estabrook and Elizabeth P. Estabrook, dated August 18, 1951, recorded in Book 749, Page 108, the description therein being attached hereto as Schedule A-75 Orland.

17. Harold S. Chase, dated August 18, 1951, recorded in Book 749, Page 109, the description therein being attached hereto as Schedule A-76 Orland.

18. Walter S. Jones, dated August 18, 1951, recorded in Book 749, Page 110, the description therein being attached hereto as Schedule A-77 Orland.

19. Ernest E. Baker and Agnes M. Baker, dated August 18, 1951, recorded in Book 749, Page 111, the description therein being attached hereto as Schedule A-78 Orland.

20. Ann R. Breen, dated August 18, 1951, recorded in Book 749, Page 112, the description therein being attached hereto as Schedule A-79 Orland.

21. Ella E. Page, dated September 14, 1951, recorded in Book 749, Page 113, the description therein being attached hereto as Schedule A-80 Orland.

22. Jessie N. Blodgett, dated August 21, 1951, recorded in Book 749, Page 114, the description therein being attached hereto as Schedule A-81 Orland.

23. Leslie E. Little, dated August 17, 1951, recorded in Book 749, Page 115, the description therein being attached hereto as Schedule A-82 Orland.

24. Cynthia H. Sumner, dated August 31, 1951, recorded in Book 749, Page 116, the description therein being attached hereto as Schedule A-83 Orland.

25. Granville H. Doughty, dated August 23, 1951, recorded in Book 749, Page 125, the description therein being attached hereto as Schedule A-84 Orland.

26. George D. Bearce, dated July 18, 1952, recorded in Book 749, Page 201, the description therein being attached hereto as Schedule A-85 Orland.

27. J. Albert Giard and Blanche E. Giard, dated August 14, 1952, recorded in Book 751, Page 122, the description therein being attached hereto as Schedule A-86 Orland.

28. Doris L. Nowland and Stella G. Streeter, dated September 11, 1952, recorded in Book 751, Page 123, the description therein being attached hereto as Schedule A-87 Orland.

29. Gertrude M. Emery, dated August 12, 1952, recorded in Book 751, Page 124, the description therein being attached hereto as Schedule A-88 Orland.

30. Owen L. Gray, dated September 7, 1957, recorded in Book 802, Page 584, the description therein being attached hereto as Schedule A-89 Orland.

31. Vera F. Roberts and Reginald V. Roberts, dated September 26, 1957, recorded in Book 806, Page 78, the description therein being attached hereto as Schedule A-90 Orland.

32. Joseph T. Stockbridge, Jr., dated November 13, 1957, recorded in Book 807, Page 485, the description therein being attached hereto as Schedule A-91 Orland.

33. Robert W. Baker, dated November 13, 1957, recorded in Book 807, Page 487, the description therein being attached hereto as Schedule A-92 Orland.

34. Helen C. Lynch, dated November 25, 1957, recorded in Book 808, Page 7, the description therein being attached hereto as Schedule A-93 Orland.

35. Lucile K. Buck and Clarinda D. Buck, dated April 21, 1958, recorded in Book 815, Page 334, the description therein being attached hereto as Schedule A-94 Orland.

36. Henry G. Saumsiegle and Alice L. Saumsiegle, dated June 25, 1958, recorded in Book 820, Page 177, the description therein being attached hereto as Schedule A-95 Orland.

37. E. L. Goodwin, dated April 23, 1958, recorded in Book 820, Page 260, the description therein being attached hereto as Schedule A-96 Orland.

38. Winston C. Ferris, dated December 10, 1960, recorded in Book 877, Page 234, the description therein being attached hereto as Schedule A-97 Orland.

INCLUDING so much of the premises conveyed to St. Regis Paper Company by the following deeds:

1. Central Maine Power Company, dated March 15, 1965, recorded in Book 979, Page 144, the description therein being attached hereto as Schedule A-98 Orland.

EXCEPTING so much of the premises described in the following instruments:

1. Judgment, Barbara Y. Dorr Black v. St. Regis Paper Company, Hancock County Superior Court Docket No. 3301, dated September 24, 1970, recorded in Book 1105, Page 317, the description therein being attached hereto as Schedule A-99 Orland.

2. Notice of Layout and Taking, State of Maine Department of Transportation, dated May 21, 2003, recorded in Book 3631, Page 341.

Exhibit A-5 Energy Plant site
Bucksport, Hancock County (Energy Plant site)

So much of the property located in Bucksport, Hancock County, Maine, described in Schedule A-50 Energy Plant attached hereto.

SCHEDULE A-1

[redacted] the real estate and interests in real estate in Hancock County, State of Maine, acquired as aforesaid, whether or not included in the following described property:

MILL SITE IN BUCKSPORT

1. A certain lot or parcel of land with the mill, wharves and all other buildings and structures thereon, together with all machines, engines, machinery and appliances affixed thereto, situated in Bucksport, in the County of Hancock and State of Maine, and bounded and described as follows:

Beginning at a point on the Westerly line of land formerly of John Hall, now of the grantor and known as the Colby-Homer Wharf property, at the most Southerly corner of certain land of Eastern Maine Railway Company; thence Southwesterly by said Westerly line of said Hall property Two Hundred Forty (240) feet to the Penobscot River and low water line, said Westerly line of said Hall property being parallel with and about twenty (20) feet Westerly from the wharf on said property; thence Westerly by the low water line of said Penobscot River about One Hundred (100) feet to the wharf structure formerly of said Eastern Maine Railway Co., now of said grantor; thence Southerly by said wharf structure about Two Hundred Twenty (220) feet to a corner thereof; thence Westerly by said wharf structure about One Hundred Sixty (160) feet to a second corner thereof; thence Northerly by said wharf structure about Two Hundred Forty (240) feet to low water line; thence Westerly, Southwesterly, Westerly and Northerly by said low water line to the dividing line, or an extension thereof, between the land conveyed to Maine Seaboard Paper Company by Warranty Deed of Elizabeth A. Brewster et al. dated January 11, 1930 and recorded in Hancock Registry of Deeds, Book 628, Page 441, and land reputed to be owned by the Maine Coal and Dock Company; thence Southeasterly on said dividing line to the right of way of the Eastern Maine Railway Company; thence Southerly by said right of way to the Northerly side line of land conveyed to Maine Seaboard Paper Company by Warranty Deed of W. L. Huzzy dated January 4, 1930 and recorded in said Registry in Book 629, Page 86; thence Southeasterly by the Northerly side line of said land so conveyed by Huzzy and across said Railroad right of way to the road running from Bucksport to Bangor; thence in a general Southerly direction by said road as re-located to an extension in a Northeasterly direction of the Southeasterly boundary line of the parcel of land conveyed to Maine Seaboard Paper Company by deed of Alice M. Norris, Guardian of Harold Norris, dated February 17, 1930 and recorded in said Registry in Book 628, Page 442; thence Southwesterly by said extension and by said Southeasterly boundary line of said land formerly of Norris and continuing on the same course across the right of way of the Eastern Maine Railway Company to the Northeasterly side line of land conveyed by said Eastern Maine Railway Company to said Maine Seaboard Paper Company; thence in a general Southeasterly direction by land of said Eastern Maine Railway Company to the point of beginning.

Excepting and reserving, however, the right of way of said Eastern Maine Railway Company but including in this conveyance all rights of reversion which the said grantor has or may have in and to the same or any part thereof.

Also excepting and reserving the two certain lots located on the Westerly side of said Railroad right of way which were conveyed by Maine Seaboard Paper Company to Eastern Maine Railway Company by deed dated April 18, 1930 and recorded in said Registry in Book 629, Page 218, in which deed said parcels were described as follows:

"Parcel number one is bounded northerly by land formerly of Melvin H. Harrimah; easterly by the railroad right of way; southerly by land formerly of Mahlon W. Emerson; westerly by the easterly line of the old river road."

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"Parcel number two is triangular in form and bounded

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northeasterly by the Bucksport Branch of the Maine Central Railroad, southerly by land formerly of Bert H. Bennett; northwesterly by the easterly line of the old river road leading from Bucksport to Bangor past the Frank Meade place."

Also excepting and reserving the lots of land with the power sub-station and transmission line towers located thereon and the pole line rights of way, all of which were conveyed by Maine Seaboard Paper Company to Central Maine Power

Company by deed dated July 12, 1932 and recorded in said Registry of Deeds in Book 640, Page 464, to which deed reference may be had for a more particular description, but hereby conveying all the rights and easements reserved in said deed; and also excepting and reserving the lots of land with the buildings thereon, party wall rights, easements and other rights and privileges all of which were conveyed by Maine Seaboard Paper Company to the Central Maine Power Company by indenture dated December 27, 1939 and recorded in said Registry of Deeds, Book 670, Page 538, but hereby conveying all of the rights and easements reserved in said indenture, and granted to said Maine Seaboard Paper Company therein, but including and hereby conveying the portion of said premises which were reconveyed by said Central Maine Power Company to said Maine Seaboard Paper Company by deed dated September 25, 1940 and recorded in said Registry of Deeds in Book 680, Page 359, subject to the rights and easements reserved in said deed, and also including and hereby conveying the portions of said premises, rights and easements which were reconveyed by said Central Maine Power Company to said Maine Seaboard Paper Company by indenture dated October 31, 1945 and recorded in said Registry of Deeds in Book 704, Page 165, subject to the rights and privileges conveyed by said Maine Seaboard Paper Company to said Central Maine Power Company by said indenture recorded in said Registry of Deeds in Book 704, Page 165.

Also excepting the lot of land conveyed by Maine Seaboard Paper Company to Central Maine Power Company by deed dated September 25, 1940 and recorded in said Registry of Deeds in Book 680, Page 359.

The above described premises are conveyed subject, however, to the rights granted by Parker Spofford to the New England Telephone and Telegraph Company by deed dated October 18, 1910 and recorded in said Registry in Book 474, Page 311, as modified by agreement and release between the Maine Seaboard Paper Company and New England Telephone and Telegraph Company, dated January 1, 1931 and recorded in said Registry of Deeds in Book 637, Page 512.

2. Also a certain lot or parcel of land with the buildings thereon situated in said Bucksport on the Easterly side of the road leading from Bucksport to Bangor and bounded and described as follows: Northerly by land of Joseph G. Brewster and parties unknown and by an allowance way for a town way; Easterly by land of Nyada Colby; Southerly by land of Evvie L. Lowell; Westerly by the said Road leading from Bucksport to Bangor, being part of the same premises which were conveyed to Maine Seaboard Paper Company by W. L. Ruzzy by his deed dated January 4, 1930 and recorded in said Registry in Book 629, Page 86.

3. Also another certain lot or parcel of land with the buildings thereon situated in said Bucksport on the Northeasterly side of the New road leading to Bangor and bounded and described as follows: Beginning at the intersection of the Southerly side line of land of Bert Bennett and the new road leading to Bangor; thence in a general Southeasterly direction by said new road and continuing by Main Street to land of Jessie E. and Mahlon W. Emerson; thence Northeasterly by said Emerson land to the Northerly corner thereof; thence Southeasterly by said Emerson land to the Easterly corner thereof; thence Southwesterly by said Emerson land to said Main

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Street; thence Southeasterly by said Main Street to other land of said Emersons; thence Northeasterly by said Emerson land to the Northerly corner thereof; thence Northeasterly by said Emerson land to land of Warren; thence Northeasterly by said Warren land to the Northerly corner thereof; thence from said Northerly corner of Warren land in a straight line to the Southwesterly end of an old stone wall (now partly tumbled down) which stone wall runs by the Northwesterly side of the East Maine Conference Seminary Athletic Field and is distant from the said Northwesterly side of said Athletic Field about eight rods, more or less, the said distance varying at different points, thence along said old stone wall in a general Northeasterly direction to the said Southerly side line of land of Bert Bennett; thence in a general Northwesterly direction by said Bennett's land to the point of beginning.

Excepting and reserving from this conveyance, however, the perpetual right to take water from a certain spring, given by deed of Parker Spofford to Jessie E. Emerson, May 8, 1908, recorded in said Registry of Deeds, Book 453, Page 214. Also excepting and reserving from this conveyance a right of way [illegible] feet wide on Westerly line of Warren land, referred to in deed of Parker Spofford to Annie I. Warren, dated October 21, 1911, recorded in said Registry of Deeds, Book 484, Page 174.

The above described parcel is conveyed subject to the rights and easements which were reserved by Maine Seaboard Paper Company to Central Maine Power Company by deed dated March 2, 1931 and recorded in said Registry in Book 634, Page 37.

Meaning and intending hereby to convey and hereby conveying, whether the same is included in the descriptions contained in Paragraphs 1, 2 and 3 or not, all and the same real estate and interests therein, with the exceptions hereinbefore set forth which were conveyed to Maine Seaboard Paper Company by the following deeds, to which reference may be had for a more particular description, namely:

Deed of Trustees of East Maine Conference Seminary dated December 3, 1929 and recorded in said Registry in Book 628, Page 144; deed of George Blodget Co. dated November 25, 1929, recorded in said Registry in Book 627, Page 342, excepting, however, the parcel which was conveyed by Maine Seaboard Paper Company to Frederick S. Blodget by deed dated December 24, 1929 and recorded in said Registry in Book 629, Page 18, but hereby conveying the right reserved in said deed; deed of Eastern Maine Railway Company dated November 26, 1929 and recorded in said Registry of Deeds in Book 628, Page 122; deed of Maine Central Railroad Company dated November 29, 1929 and recorded in said Registry in Book 628, Page 123; deed of Daniel Courcy dated December 7, 1929 and recorded in said Registry in Book 627, Page 488; deed of Frank L. Meade dated December 8, 1929 and recorded in said Registry in Book 627, Page 485; deed of Alvah F. Clements dated December 6, 1929 and recorded in said Registry in Book 627, Page 487; deed of S. Leo Haywood et als. dated March 24, 1930 and recorded in said Registry in Book 629, Page 283; deed of Evvie L. Lowell dated January 10, 1930 and recorded in said Registry in Book 629, Page 86; deed of W. L. Hussey dated January 4, 1930 and recorded in said Registry in Book 629, Page 85; deed of Elizabeth A. Brewster et al. dated January 11, 1930 and recorded in said Registry in Book 628, Page 441; deed of Alice M. Norris, Guardian of Harold Norris dated February 17, 1930 and recorded in said Registry in Book 628, Page 442; deed of Bert H. Bennett dated December 19, 1929 and recorded in said Registry in Book 627, Page 491; deed of Bert H. Bennett dated December 14, 1929 and recorded in said Registry in Book 627, Page 490; deed of Joseph F. Costello dated December 6, 1929 and recorded

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in said Registry in Book 627, Page 487; deed of Donald C. Sweet dated December 6, 1929 and recorded in said Registry in Book 627, Page 486; deed of Lewis H. Hopkins et als. dated December 13, 1929 and recorded in said Registry in Book 627, Page 489; deed of Mahlon W. Emerson et al. dated December 12,1929 and recorded in said Registry in Book 627, Page 489; deed of Malvin H. Harriman dated January 18, 1930 and recorded in said Registry in Book 628, Page 441.

Subject to the easement for water pipes conveyed by Maine Seaboard Paper Company to Bucksport Water Company by deed dated October 29, 1945 and recorded in said Registry in Book 704, Page 164.

Together with the benefits of and subject to the burdens of a certain option agreement, so-called, dated October 31, 1945 and recorded in said Registry of Deeds in Book 704, Page 240.

Together with the benefits of and subject to the burdens of a certain indenture pertaining to handling and delivery of coal by and between Maine Seaboard Paper Company and Central Maine Power Company dated October 31, 1945 and recorded in said Registry of Deeds in Book 704, Page 242.

COLBY - HOMER WHARF IN BUCKSPORT

4. Also a certain lot or parcel of land together with the buildings thereon in said Bucksport, on the northerly side of Penobscot River and commonly known as the Colby Wharf property and the Homer Wharf property and bounded Northerly by the Maine Central Railroad et al.; Easterly by land of the Eastern Steamship Company et al.; Southerly by the Penobscot River; Westerly by land of said grantor (formerly Eastern Maine Railway) together with the right to the use of the roadway from the above described lot to Main Street in Bucksport as now used.

Excepting, however, the Easterly half of said parcel which was conveyed by Maine Seaboard Paper Company to Eastern Steamship Lines, Inc. by deed dated March 14, 1951 and recorded in said Registry in Book 634, Page 82.

The Maine Seaboard Paper Company acquired title to said premises by Warranty Deed of W. H. Morrison et als. dated July 16, 1930 and recorded in said Registry in Book 630, Page 394.

CHAPIN ATHLETIC FIELD

5. Also the following described real estate, comprising ten acres, more or less, situated in said Bucksport, known as "Chapin Field" of the Bucksport Seminary Property, beginning at an iron pipe set in concrete at the Southeast corner of Franklin Street and Spofford Avenue in said Bucksport, and moving in a Northeasterly direction along the south side of Spofford Avenue Nine Hundred Eighty-two (982) feet and Six (6) inches, more or less, to an iron pin in the stone wall which forms the Northeasterly intersection of this line at the Southwesterly boundary of the Bennett property and the Northeasterly boundary of the Seminary property; thence in a Southeasterly direction along the stone wall Four Hundred Eighteen (418) feet and Six (6) inches, more or less, to an iron pin set in the stone wall; thence in a Southwesterly direction Nine Hundred Sixty-eight (968) feet and Six (6) inches, more or less, across the Seminary property along the edge of the hill to an iron pipe set in the concrete at the Northeasterly boundary of the Walter Snowman lot; thence in a Northwesterly direction One Hundred Thirty-five (135) feet to a pipe set in concrete at the south side of Third Street; thence in a Southwesterly direction along the line of Third Street Eighteen (18) feet to an iron post set in concrete; thence Northwest

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erly Forty (40) feet across Third Street; thence in a straight line across the Northeasterly boundary of the Millard Eldridge property Two Hundred Seventy-six (276) feet to an iron pipe set in concrete; thence Southwesterly One

Hundred Eighty (180) feet, more or less, to the east side of Franklin Street; thence in a Northwesterly direction Seventy-five (75) feet, more or less, along the line of Franklin Street to the point begun at.

Maine Seaboard Paper Company acquired title to said premises by deed of Ada G. Chase et al. dated June 10, 1939 and recorded in the said Registry of Deeds, Book 670, Page 4.

PROPERTY AT SILVER LAKE IN BUCKSPORT

6. Also a certain lot or parcel of land in said Bucksport, bounded and described as follows:

Beginning at the Westerly end of an old cedar rail fence on the Westerly side of Mill Stream (outlet of Silver Lake) said end of said fence being about one hundred seventy (170) feet Westerly of said Stream; thence north fifty-seven degrees (57°) thirty-six minutes (36') west one hundred (100) feet to a stake and stones; thence north sixteen degrees (16°) east one hundred forty-nine (149) feet to a spotted beech tree; thence north thirty-two degrees (32°) forty-five minutes (45') east two hundred twenty-three and one-half feet (223 1/2') to a spotted tree at a contour line one hundred twenty-five feet (125') above mean sea level; thence following said one hundred twenty-five foot contour line, in a meandering course, Northerly, Westerly, Southerly, Westerly and Northerly to the south line of the Peavey farm, so-called; thence Easterly on said Peavey farm to Silver Lake; thence Southerly by said lake and down said Mill Stream to the rail fence above mentioned (said rail fence being about two hundred (200) feet below the gate house of the Bucksport Water Company); thence Westerly along said rail fence to the point of beginning.

Including in this conveyance such Riparian Rights, if any, along Silver Lake and Mill Stream as may be owned by Silver Lake Cemetery Corporation. Excepting the rights of the Bucksport Water Co., if any, in the above premises and also excepting any cemetery lots conveyed to others by said grantor's predecessors in title.

Being the same premises conveyed to Maine Seaboard Paper Company by Silver Lake Cemetery Corporation by Warranty Deed dated August 13, 1930; recorded in said Registry, Book 631, Page 106.

7. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

Beginning on the Westerly side of Millvale Road at stake and stones at the Northeast corner of land if Wiley C. Conary et al., thence Northerly fifty-seven degrees (57°) thirty-six minutes (36') West along the Northerly line of land of Conary et al. to Mill Stream (outlet of Silver Lake), thence Northerly up said stream to Silver Lake; thence Northeasterly on lake about two hundred (200) feet to point opposite stake and stone on East shore of Silver Lake; thence Southerly Fifty-two degrees (52°) Twenty-three minutes (23') East through said stake and through a birch tree at stone wall to stake and stone seventeen (17) feet East of said birch (distance from stake and stone at shore to stake and stone seventeen (17) feet East of birch tree is four hundred eighty-five (485) feet); thence Southerly twenty-two degrees (22°) twenty-three minutes (23') West on general course of stone wall five hundred twenty-two (522) feet to stake and stone (150 feet South of Southerly end of said stone wall); thence

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South fifty-seven degrees (57°) thirty-six minutes (36') East to Millvale Road; thence Southerly along said road one hundred (100) feet to place of beginning, containing seven (7) acres.

Also right to clear trees, etc. below one hundred twenty-five (125) feet above mean sea level, all as more particularly described in a deed recorded in said Registry in Book 629, Page 534. Excepting rights or property (if any) of Bucksport Water Co.

Being the same premises conveyed to Maine Seaboard Paper Company by Charles E. Pinkering et al. by Warranty Deed dated July 11, 1930, recorded in said Registry, Book 629, Page 534.

8. Also a certain lot or parcel of land with the buildings thereon in said Bucksport bounded and described as follows:

Northerly by Adelbert E. Peavey farm and Catholic Cemetery; Easterly by road leading Northerly from Bucksport on West side of Silver Lake (a continuation of McDonald Street) and said Cemetery; Southerly by land now or formerly of Nyada Colby and Helen P. Chipman and the Ames Lot; Westerly by said Ames lot, the Luce lot and parties unknown.

Being the same premises conveyed to Maine Seaboard Paper Company by George R. Emerton, by Warranty Deed dated July 17, 1930, recorded in said Registry, Book 630, Page 328.

9. Also a certain lot or parcel of land with the buildings thereon in said Bucksport Southwesterly of Silver Lake (Great Pond) and bounded and described as follows:

A strip of land one hundred fifty (150) feet wide extending across farm of Nyada Colby and Helen P. Chipman from land now or formerly of George R. Emerton on the North to land of Bert H. Bennett on the South, containing about five (5) acres, the center line of said strip being marked by a line of stakes.

Being the same premises conveyed to Maine Seaboard Paper Company by Nyada Colby and Helen P. Chipman by Warranty Deed dated July 17, 1930, recorded in said Registry, Book 630, Page 327. CS

Said premises are subject to the agreement that said grantee shall build and keep in repair a roadway across the above described strip of land in a location to be selected by Nyada Colby and Helen P. Chipman and for their uses in connection with their land on both sides of said strip.

10. Also three certain lots or parcels of land situate near Silver Lake in said Bucksport, bounded and described as follows, to wit:

1st. Lot. Beginning at a stake on the margin of said Pond equal distant from the side line of the lot deeded to Ephraim J. and Elisha Bridges by Ephraim Bridges; thence running North seventy-six degrees (76°) West, sixty-three and one-half (63 1/2) rods to a fence or where a fence was separating the pasture and field; thence North twenty-four degrees East thirteen and one quarter (13 1/4) rods to a stake; thence North seventy-six (76) degrees west forty-eight and one half (48 1/2) rods to land of Anson Lamphair's heirs or grantees; thence by last named land South twenty-four (24) degrees West thirty-one and one-half (31 1/2) rods to land formerly of William Johnson; thence South seventy-six (76) degrees East by said land and land if I. N. Swazey heirs one hundred twelve (112) rods; thence by said Swazey's land and the Lake northeasterly to first bounds. Reserving

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however, the right of the Public in the highway crossing the same and also the burying ground occupied by the Catholics.

2nd Lot. Beginning at the Northwest corner of the Moulton lot, so-called, adjoining the lot first described and on the Southerly line of Charles Lawrence's land; thence running North seventy-six (76) degrees West by his land forty-eight and one-half (48 1/2) rods to the Northeast corner of land of the late Abner Lamphair; thence South twenty-four (24) degrees West to the Northwest corner of the lot first above described about thirty-one and one-half (31 1/2) rods; thence Southeasterly by the North line of first described lot forty-eight and one-half (48 1/2) rods to the corner of the Moulton lot and thence by the Moulton lot North twenty-four (24) degrees East thirty-one and one-half (31 1/2) rods to first bounds.

3rd Lot. Situated on the Westerly side of the road leading from Bucksport Village to the Turner School House, so-called; commencing on said road and on the North line of land owned, or formerly occupied by J. J. Bridges; thence by said road Northerly about seventeen and one-half (17 1/2) rods to the Moulton lot, so-called; thence Westerly by the Moulton lot about forty-two rods to a stake; thence Northerly parallel with Bridges' easterly line of his back lot twenty-seven (27) rods to land of Charles Lawrence; thence Westerly by Lawrence's land about fourteen (14) rods to John J. Bridges' land or land formerly occupied by him; thence Southerly about forty-four (44) rods by said Bridges' land to the land of said Bridges where it makes an angle and thence Easterly by his land about fifty-six (56) rods to the road, the place of beginning, containing about seven (7) acres. Reserving a right of way from the road to the Moulton lot, as now used.

Being the same premises conveyed to Maine Seaboard Paper Company by Adelbert E. Peavey by deed dated July 24, 1930, recorded in said Registry, Book 630, Page 350.

11. Also a certain lot or parcel of land in said Bucksport, on the Westerly side of Silver Lake and bounded and described as follows:

Northerly by land now or formerly of Frank W. Beal ; Easterly by said Silver Lake; Southerly by the Peavey lot, so-called, now owned by said grantor; Westerly by the Silver Lake road (sometimes called McDonald Street extension). Containing about five (5) acres.

Being the same premises conveyed to Maine Seaboard Paper Company by Walter H. Gardner et al. by Warranty deed dated August 6, 1930, recorded in said Registry, Book 631, Page 26.

12. Also a certain lot or parcel of land in said Bucksport, bounded and described as follows:

Northerly by the F. Elliott Bridges farm, land now or formerly of Smith and Witham and land of Wallace Heath; Easterly by land of Harry West and land owned or occupied by Blodgett; Southerly by land now or formerly of Augusta S. Gardner, et al (Swazey lot), land of Harry West and the Frank Jones lot; Westerly by the Silver Lake Road (sometimes called McDonald Street Extension). Containing about sixty (60) acres more or less.

Being the same premises conveyed to Maine Seaboard Paper Company by Frank W. Beal by Warranty Deed dated August 6, 1930, recorded in said Registry, Book 631, Page 25.

13. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

Being nearly triangular in form and located at the Southeasterly

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corner of property of E. Earl Herrick and bounded Easterly by the town road on West side of Silver Lake; Southwesterly by land now or formerly of Colby or parties unknown; Northerly and Northwesterly by an irregular meandering line following a contour elevation of one hundred thirty-two (132) feet above mean seal level. Containing about two (2) acres.

Being the same premises conveyed to Maine Seaboard Paper Company by E. Earl Merrick by Warranty Deed dated February 5, 1931, recorded in said Registry, Book 632, Page 580.

14. Also a certain lot or parcel of land with the buildings thereon in said Bucksport bounded and described as follows:

Northerly by Joshua L. Smith lot and land of Smith and Witham; Easterly by Meadow Brook and land of Smith and Witham; Southerly by Frank W. Beale lot; Westerly by Silver Lake Road (sometimes called McDonald Street Extension). Containing about two hundred (200) acres.

This parcel is conveyed subject to an easement for pole line as conveyed by F. Elliott Bridges to Central Maine Power Company by deed dated June 5, 1930 and recorded in said Registry in Book 630, Page 181.

Being the same premises conveyed to Maine Seaboard Paper Company by F. Elliott Bridges by Warranty Deed dated August 6, 1930, recorded in said Registry, Book 630, Page 406.

15. Also a certain lot or parcel of land in said Bucksport near the head waters of Silver Lake bounded and described as follows:

Northerly by land of Willis D. Moore and by land of Hugh Gray; Easterly by land now or formerly of Arthur E. Smith et al. and by land now or formerly of Stanley Gray; Southerly by land of Arthur C. Bragdon; Westerly by an irregular meandering line following contour elevation of one hundred thirty-two (132) feet above mean sea level. Excepting any land owned now or formerly by Arthur E. Smith et al. lying within said bounds.

Being the same premises conveyed to Maine Seaboard Paper Company by Wm. O. DePrey by Warranty Deed dated October 24, 1930, recorded in said Registry, Book 631, Page 457.

16. Also certain lots or parcels of land near the head waters of Silver Lake in said Bucksport, bounded and described as follows:

The Derr lots bordering on the East side of Meadow Brook and bounded Northerly by land of said grantor (formerly Heywood Bros. lot); Southerly by land of said grantor (formerly F. Elliott Bridges); Easterly by land of said grantor (formerly Heath & Ginn); Westerly by Meadow Brook.

Included also in this conveyance are the Homer & Lowell lots in Range 4, bounded Northerly by land of said grantor (formerly Chas. E. Cole); Easterly by land of said grantor (formerly Charles E. Cole), by land of John Stubbs, by land of said grantor (formerly Reuben R. Simpson); and by land of Percival Stubbs; Southerly by land of said grantor (formerly Heath & Ginn); Westerly by land of said grantor (formerly Heywood Bros. and Harry A. Bridges) and by land of Arthur C. Bragdon.

Being the same premises conveyed to Maine Seaboard Paper Company by Joshua L. Smith et al. by Warranty Deed dated November 12, 1930, recorded

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in said Registry, Book 632, Page 236.

17. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

Northerly by land of Percival A. Stubbs; Westerly by land of Smith and Witham, or parties unknown; Southerly by land of Blodgett, or parties unknown; Easterly by land now or formerly of Arthur L. Grindle. Containing ten (10) acres. Together with right of way from said lot to Millvale Road along the route used for many years.

Being the same premises conveyed to Maine Seaboard Paper Company by Daniel Courcy by Warranty Deed dated August 13, 1930, recorded in said Registry, Book 631, Page 104.

18. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

A strip of land one hundred (100) feet in width, fifty (50) feet on each side of Grindle Brook, so-called, and extending from land of Roy H. Ferris Northerly and Northwesterly to land of Daniel Courcy and land of Blodget.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Arthur L. Grindle dated August 13, 1930, recorded in said Registry, Book 631, Page 103, but subject to the easement or right of way reserved by said Grindle in said Deed.

19. Also two certain lots or parcels of land in said Bucksport, bounded and described as follows:

First Parcel. Beginning on the Westerly side of the Millvale Road at the Northeast corner of land of Melvin H. Harriman at a large elm tree, thence South sixty-four (64) degrees twenty (20) minutes West along said Harriman's Northerly line three hundred (300) feet to a stake and stones; thence North twenty-five (25) degrees thirty-five (35) minutes West eight hundred (800) feet to a stake and stones; thence Northeasterly across the brook (sometimes called Grindle Brook) one hundred and twenty-five (125) feet to a stake and stones on the Easterly side of said brook; thence South forty-three (43) degrees East six hundred and ninety-nine (699) feet to a stake and stones at said Millvale road; thence Southerly along said road one hundred and thirty (130) feet to the point of beginning, containing about four and one-half (4 1/2) acres.

Second Parcel. Adjoining and lying down stream (on Grindle Brook) from the first parcel and bounded and described as follows: A strip of land extending from the first parcel in a general Northwesterly and Westerly direction (down stream) to Westerly line of land of Edith L. Grindle at land of Roy H. Ferris. Said strip of land being one hundred and twenty-five (125) feet in width where it joins the first parcel and gradually ~~decreasing~~ to a width of one hundred (100) feet (at right angles) at westerly

line of land of Edith L. Grindle, fifty (50) feet on each side of said Grindle Brook. The Southerly line of said strip being on the Southerly side of said brook: The Northerly line of said strip being on the Northerly side of said brook, except for a short distance near the easterly end of the strip. The right to change the course of the brook, near the Easterly end of the strip, so that it will flow wholly within the strip hereby conveyed is hereby granted.

Being the same premises conveyed to Maine Seaboard Paper Company by

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Warranty Deed of Edith L. Grindle dated August 13, 1930, recorded in said Registry, Book 631, Page 105, but subject to the easement or right of way reserved by said Grindle in said deed.

20. Also a certain lot or parcel of land situated in said Bucksport and being a strip of land one hundred (100) feet wide extending from the east line of land of Roy H. Ferris at land of Edith L. Grindle Northwesterly to the Northwest line of said land of Ferris at land of Arthur Grindle, the outside boundaries of said strip being fifty (50) feet distant at right angles from the center line of Grindle Brook, so called.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Roy H. Ferris dated September 8, 1930, recorded in said Registry in Book 631, Page 174 and subject to the right of way therein reserved.

Also, whether included in the foregoing described parcel or not, a strip of land bordering on both sides of Grindle Brook, so-called, and extending from land now or formerly of Edith L. Grindle, Westerly and Northwesterly to land now or formerly of Arthur L. Grindle, and bounded Northerly by land now or formerly of Arthur L. Grindle and by an irregular, meandering line following a contour elevation of one hundred thirty-two feet (132') above mean sea level; Easterly by land now or formerly of Edith L. Grindle; Southerly and Westerly by an irregular, meandering line following a contour elevation of one hundred thirty-two (132) feet above mean sea level. Containing about twenty (20) acres.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Roy H. Ferris dated October 16, 1930 and recorded in said Registry in Book 632, Page 166.

21. Also a certain lot or parcel of land in said Bucksport, Westerly of McDonald Street Extension and bounded and described as follows:

Beginning on Northerly line of land of Bert H. Bennett at the Southerly line of land now or formerly of Nyada Colby at a point fifty (50) feet Easterly of the East line of a right of way conveyed by said Bert H. Bennett to Maine Seaboard Paper Company by deed dated July 18, 1930; thence Southerly and parallel with said right of way to the Southwesterly line of land of said Bert H. Bennett at land of Evvie Lowell; thence Northwesterly along said Lowell lot to the Northwesterly corner of land of said Bert H. Bennett at land of Nyada Colby; thence Easterly on Northerly line of land of said Bennett and said Colby lot to the point of beginning.

The above lot being triangular in form.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Bert H. Bennett dated September 5, 1930, recorded in said Registry in Book 631, Page 173.

22. Also hereby conveying all the land lying below the contour elevation of one hundred thirty-two (132) feet above mean sea level and within the flowage area of Silver Lake in said Bucksport, excepting only any land within said area now owned by Silver Lake Cemetery Corporation or by Nyada Colby and Helen P. Chipman. Certain portions of said area are contained within the boundaries of parcels hereinbefore described which bound on said Silver Lake and the Maine Seaboard Paper Company acquired title to the remaining portions of said area by the following deeds, namely:

Deed of Joshua L. Smith dated October 10, 1930, recorded in said

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Registry, Book 632, Page 167.

Deed of Augustine L. Heywood et al dated September 20, 1930 and recorded in said Registry in Book 631, Page 381.

Deed of Harry A. Bridges dated October 16, 1930 and recorded in said Registry, Book 632, Page 166.

Deed of Arthur E. Bragdon dated November 4, 1930 and recorded in said Registry, Book 631, Page 436.

Deed of Arthur E. Smith et al. dated October 24, 1930, recorded in said Registry in Book 631, Page 434.

Deed of Stanley D. Gray dated November 13, 1930, recorded in said Registry, Book 632, Page 235.

Deed of Charles E. Cole dated October 24, 1930, recorded in said Registry, Book 631, Page 433.

Deeds of Fred L. Jones et al. dated August 14, 1930 and October 10, 1930 respectively and recorded in said Registry, Book 631, Page 104, and Book 632, Page 170 respectively.

Deeds of Harry G. West dated August 14, 1930 and October 10, 1930, respectively and recorded in said Registry in Book 631, Page 101, and Book 632, Page 170 respectively.

Deed of Reuben H. Simpson dated November 4, 1930, recorded in said Registry, Book 631, Page 435.

Deeds of Percival A. Stubbs dated October 30, 1930 and November 5, 1930 respectively and recorded in said Registry, Book 631, Page 438 and Book 632, Page 237 respectively.

Deed of Flora M. Grindle dated October 10, 1930 and recorded in said Registry, Book 632, Page 168.

Deed of Wallace Heath and Hadley Ginn dated September 19, 1930 and recorded in said Registry in Book 631, Page 380.

Deed of Wallace Heath dated September 19, 1930 and recorded in said Registry in Book 631 , Page 380.

Deeds of Fred S. Blodget et al. dated in August, 1930 and November 5, 1930 respectively and recorded in said Registry in Book 631, Pages 175 and 435 respectively.

Deed of Charles E. Pickering et al. dated October 24, 1930 and recorded in said Registry in Book 631, Page 434.

Deed of Edith L. Grindle dated October 10, 1930 and recorded in said Registry in Book 632, Page 169, subject to the reservations contained in said deed of the right to use water from a certain spring on the premises conveyed by said deed.

Deed of Arthur L. Grindle dated October 10, 1930 and recorded in said Registry Book 632, Page 168.

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23. Also all and the same premises conveyed to Maine Seaboard Paper Company by Central Maine Power Company by deed dated December 30, 1935 and recorded in Hancock Registry, Book 650, Page 467, being described in said deed as follows:

All its right, title and interest in and to certain lots or parcels of land situated in the town of Bucksport, County of Hancock and State of Maine, bounded and described as follows:

(a) A certain lot or parcel of land situated in the town of Bucksport, County of Hancock and State of Maine, on the Easterly side of Silver Lake Stream, so called, bounded and described as follows:

On the North by land now or formerly of Edwin C. Jones, et al; Easterly by an irregular meandering line parallel with and five feet Easterly of the Easterly bank of said Silver Lake Stream; Southerly by Center Street, so called, and Westerly by said Silver Lake Stream.

Being the same premises conveyed to Central Securities Corporation by deed of Alton M. Hutchins, dated June 18, 1931, recorded in Hancock County Registry of Deeds, Book 633, Page 484, and the deed of Albert B. Willins, dated June 18, 1931, recorded in Hancock County Registry of Deeds, Book 633, Page 484.

(b) A certain lot or parcel of land situated in said Bucksport on the Easterly side of the stream known as the outlet to Silver Lake, bounded and described as follows:

Beginning on the easterly side of said Stream, at the Southwesterly corner of the Carroll Bridges lot and at the Easterly line of the Llewellyn Lord lot, so called; thence Easterly by said Bridges lot about twelve rods to land now or formerly of John W. Gray; thence Southerly by the Westerly line of said Gray lot to the outlet stream above mentioned; thence Northerly and Northwesterly up said stream to the Llewellyn Lord lot, so called; thence Northerly along the Easterly line of said Lord lot to the Carroll Bridges lot at the point of beginning, containing about one-half acre.

Being the same premises conveyed to Central Securities Corporation by Henry A. Buck by deed dated February 25, 1932, recorded in Hancock County Registry of Deeds, Book 637, Page 183.

(c) Certain lots or parcels of land located in said Bucksport, on both sides of the stream which is the outlet stream of Silver Lake, said stream being known as Silver Lake Stream or Mill Stream, together with the right to deepen and/or straighten the channel of said stream as the same crosses the property to be conveyed, all as the same were conveyed to Central Securities Corporation by virtue of the following instruments dated and recorded as in each case indicated:

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GRANTOR	Date of Deed	Recorded Hancock Registry of Deeds Book	Page
Edwin C. Jones	Jan. 14, 1931	632	492
Elliott A. Quimby	Jan. 14, 1931	633	87
Melvin Harrison	Feb. 13, 1931	632	579
Margie A. Cunningham	Jan. 14, 1931	632	579
Wiley C. Conary	Mar. 14, 1931	633	262
Louis Rapaport	Apr. 11, 1931	634	132
John Bolduc	Apr. 11, 1931	634	133
Frank G. Bridges	Apr. 11, 1931	634	133
Edwin R. Witham et al	May 20, 1931	633	443
Agnes Bridges et als	May 25, 1931	633	444
Reuben R. Simpson et al	Apr. 27, 1931	633	445
Frederic W. Smith	May 28, 1931	633	445
Mary C. Horan	June 25, 1931	633	519
George C. Bickford et al	June 25, 1931	633	520
Wilbrod Bourhard et al	Aug. 4, 1931	635	329
Horace L. Gould	Sept. 24, 1931	635	567

Eliza P. Swazey	Oct. 8, 1931	635	568
Nellie M. Franklin	Oct. 10, 1931	635	568
Frank E. Baldwin	Nov. 2, 1931	637	182

Also any and all riparian and diversion rights as the same were conveyed to said Central Securities Corporation by virtue of the above mentioned instruments.

Being a portion of the property conveyed to Central Maine Power Company by Central Securities Corporation by deed dated as of July 31, 1935, recorded, among other places, in Hancock County Registry of Deeds, Book 648, Page 332.

This conveyance is made expressly subject to all terms and conditions as to rights of way, together with any and all other easements and reservations, all as the same are specifically set forth in the above mentioned deeds, to which deeds reference shall be had for a more particular description of all of said terms, conditions and easements.

24. Also premises conveyed to Maine Seaboard Paper Company by Bucksport Water Company by Indenture dated November 30, 1935 and recorded in Hancock Registry, Book 648, Page 556, said premises being described therein as follows:

The following real estate and interests therein situated in the County of Hancock, in said State, viz:

(a) Two certain lots or parcels of land situated near the outlet of Silver Lake, in the Town of Bucksport, and being the two lots excepted from the description in a certain deed given by Gorham M. Wood, Receiver of Nicholson Fish Company, to Charles E. Pickering dated June 24, 1927 and recorded in Hancock Registry of Deeds in Book 614, Page 132, the first of said lots being described in said deed as follows: "A small parcel of land at the outlet of the pond called the 'Great Pond Dam Lot'" and the second of said lots being the lot described in said deed as "The lot of land belonging" with the power house of the Bucksport Water Company.

Meaning and intending hereby to convey and hereby conveying, whether the same is included in the foregoing description or not, all real estate and interests therein contained in and covered by the exception in a certain

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deed given by Charles E. and Eliza M. Pickering to Maine Seaboard Paper Company dated July 11, 1930, and recorded in said Registry in Book 629, Page 534, which exception in said deed reads as follows: "excepting the rights or property (if any) of the Bucksport Water Company."

(b) All flowage rights in the flowage area of said Silver Lake and Silver Lake Stream now owned by Bucksport Water Company and acquired by it by deed or otherwise, and also all other riparian rights owned by it whether acquired by deed or otherwise in and around said Silver Lake and said Silver Lake Stream, except the right of the Bucksport Water Company to discharge water into Silver Lake Stream from its filtering plant, and also hereby conveying all its right, title and interest in and to any and all land acquired by deed or otherwise which it now owns in the town of Bucksport within the flowage area of said Silver Lake below an elevation of 132 feet above mean sea level as established by the United States Geodetic Survey datum.

(c) The right to divert the water of said Silver Lake Stream, otherwise known as Mill Stream, from a certain parcel of land in said Bucksport, conveyed to the Bucksport Water Company by Melvin H. Harriman by deed dated August 2, 1930, and recorded in said Registry in Book 631, Page 15, and from any and all other lands of the Bucksport Water Company which border on said Stream, together with the right to deepen and straighten the channel of said Stream.

The grantor's lands, flowage rights, pipe line easements, diversion rights and other insterest in real estate relating to or in any way connected with the water supply for its mill from or through Silver Lake are all subject to the grant of rights and easements from Maine Seaboard Paper Company to Bucksport Water Company contained in said Indenture and all covenants and easements relating thereto contained in said Indenture.

PIPE LINE ALAMOOSOOK LAKE TO SILVER LAKE

25. Also a certain pipe line extending from land of said grantor on which the dam is located at the outlet of Alamoosook Lake to land of said grantor at the head waters of Silver Lake conveyed by Edith L. Grindle to Maine Seaboard Paper Company by deed dated August 13, 1930 and recorded in said Registry in Book 631, Page 105, which pipe line extends across the land of Alice J. Clement, land of Percy F. Moore, land of Lysle P. Saunders, land of Mildred B. Soper, land of Mattie M. Gray, land of Byron E. Colby, land of Albert M. Eldridge, land of Russell E. Grey, land of Melvin H. Harriman and land of John E. Grindle, together with the right to place, maintain, repair, re-build and operate said pipe line as so located within the limits of right of way not over fifty (50) feet in width.

The Maine Seaboard Paper Company acquired right of way for said pipe line by the following deeds:

Deed of Alice J. Clement dated July 28, 1930 and recorded in said Registry in Book 630, Page 395.

Deed of Percy F. Moore dated July 26, 1930 and recorded in said Registry in Book 630, Page 397.

Deed of Lysle P. Saunders dated August 2, 1930 and recorded in said Registry in Book 630, Page 397.

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Deed of Mildred B. Soper dated July 26, 1930 and recorded in said Registry in Book 631, Page 17.

Deed of Mattie M. Gray dated July 25, 1930 and recorded in said Registry in Book 630, Page 398.

Deed of Byron E. Colby dated July 26, 1930 and recorded in said Registry in Book 631, Page 17.

Deed of Albert H. Eldredge dated July 28, 1930 and recorded in said Registry in Book 631, Page 18.

Deed of Russell E. Gray dated July 28, 1930 and recorded in said Registry in Book 631, Page 18.

Deed of Melvin H. Harriman dated July 26, 1930 and recorded in said Registry in Book 630, Page 398, and

Deed of John E. Grindle dated July 26, 1930 and recorded in said Registry in Book 631, Page 19.

PIPE LINE - SILVER LAKE TO THE MILL SITE

86. Also a certain pipe line extending from land of said grantor at or near the foot of Silver Lake in said Bucksport which land was conveyed to Maine Seaboard Paper Company by Nyada Colby et al. by deed dated July 17, 1930 and recorded in said Registry in Book 630, Page 387, to land of said grantor in said Bucksport conveyed to Maine Seaboard Paper Company by deed of Trustees of East Maine Conference Seminary dated December 3, 1929 and recorded in said Registry in Book 628, Page 144, which pipe line extends across land of Bert H. Bennett, land of Evvie L. Lowell, land of Melvin H. Harriman and other land of Bert H. Bennett, together with the right to place, maintain, repair, re-build and operate said pipe line as so located within the limits of right of way not over fifty (50) feet in width, together with the right of erecting and maintaining a line of poles with wires and appurtenances within the limits of the above described right of way for the purpose of transmitting electric energy for use in connection with the water supply.

The Maine Seaboard Paper Company acquired the right of way for said pipe line by the following deeds:

Deed of Bert H. Bennett dated July 18, 1930 and recorded in said Registry in Book 630, Page 388.

Deed of Evvie L. Lowell dated July 18, 1930 and recorded in said Registry in Book 630, Page 389.

Deed of Melvin H. Harriman dated July 18, 1930 and recorded in said Registry in Book 629, Page 555.

Deed of Bert H. Bennett dated July 18, 1930 and recorded in said Registry in Book 630, Page 389.

PIPE LINE RIGHT OF WAY - NARRAMISSIC RIVER TO POND STREET IN BUCKSPORT

87. Also the right of way to place, maintain, repair, re-build and operate a pipe line along, over and across land of Seth R. Hutchins, land

of Harry L. White, land of F. Homer Hutchings, land of G. Colby Wardwell et al., land of Harry B. Small, land of Louisa Wasson et al., land of E. H. Cunningham, land of Loring Robbins, land of Ernest Hutchins, land of Louis H. Chandler et al., land of James Hutchins, land of Fred L. Kenney et al., land of Janet D. Harrison, land of Eva C. Stubbs and land of H. Frances Page; from the Hutchins mill privilege, so-called, on the Eastern or Narramissic River in Orland which mill privilege was conveyed to Maine Seaboard Paper Company by deed of Seth R. Hutchins dated June 11, 1930 and recorded in said Registry in Book 630, Page 158 to Pond Street in said Bucksport, said right of way being twenty-five (25) feet in width.

The Maine Seaboard Paper Company acquired the said right of way by the following deeds:

Deed of Seth R. Hutchins dated June 11, 1930 and recorded in said Registry in Book 630, Page 158.

Deed of Harry L. White dated May 5, 1930 and recorded in said Registry in Book 629, Page 284.

Deed of F. Homer Hutchings dated May 12, 1930 and recorded in said Registry in Book 629, Page 408.

Deed of G. Colby Wardwell et al. dated in May, 1930 and recorded in said Registry in Book 629, Page 404.

Deed of Harry B. Small dated May 8, 1930 and recorded in said Registry in Book 629, Page 405.

Deed of Louisa Wasson dated May 14, 1930 and recorded in said Registry in Book 629, Page 405,

Deed of Beatrice H. Moore et al. dated May 22, 1930 and recorded in said Registry in Book 629, Page 406.

Deed of Bertha Dubois dated May 27, 1930 and recorded in said Registry in Book 629, Page 407.

Deed of E. H. Cunningham dated May 8, 1930 and recorded in said Registry in Book 629, Page 407.

Deed of Loring Robbins dated May 15, 1930 and recorded in said Registry in Book 629, Page 408.

Deed of Ernest Hutchins dated May 10, 1930 and recorded in said Registry in Book 630, Page 140.

Deed of Louis H. Chandler dated May 15, 1930 and recorded in said Registry in Book 630, Page 141.

Deed of William T. Chandler dated June 7, 1930 and recorded in said Registry in Book 630, Page 159.

Deed of James Hutchins dated May 8, 1930 and recorded in said Registry in Book 630, Page 141.

Deed of Fred L. Kenney et al. dated May 26, 1930 and recorded in said Registry in Book 630, Page 256.

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Deed of Janet D. Harrison dated in May, 1930 and recorded in said Registry in Book 630, Page 142.

Deed of Eva C. Stubbs dated May 9, 1930 and recorded in said Registry in Book 630, Page 142.

Deed of H. Frances Page dated May 10, 1930 and recorded in said Registry in Book 630, Page 143.

LANDS AND RIPARIAN RIGHTS ON NARRAMISSIC OR EASTERN RIVER IN ORLAND

28. Also a certain lot or parcel of land in the town of Orland, Hancock County, Maine, on both sides of the Eastern or Narramissic River and known as the Hutchins Mill Privilege and bounded and described as follows:

The parcel on the westerly side of the river begins on the easterly side of the Fish Point Road at the southwest corner of a lot owned now or formerly by A. C. Swazey, et al (said corner being about two hundred seven (207) feet southerly from the southerly line of the County Road to Bucksport); thence easterly on said Swazey lot to the Eastern or Narramissic River; thence southerly down said river about seven hundred two (702) feet to land now or formerly of A. C. Swazey, et al; thence westerly on said Swazey lot about two hundred seven (207) feet to the middle road to Fish Point so-called; thence northerly on said middle road to the Fish Point Road; thence northerly on said Fish Point Road to the point of beginning. The parcel on the easterly side of said river being the same as conveyed by Brown et al. to the Eastern River Lock and Sluice Company by deed dated August 4, 1851 and recorded in Hancock Registry, Book 98, Page 291; including with the above, all mills, dams, locks and all other rights as owned by the Eastern River Lock and Sluice Company pertaining to the property conveyed to Seth R. Hutchins by deed recorded in Hancock Registry, Book 325, Page 99, including also all water power rights acquired.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Seth R. Hutchins dated June 11, 1930, recorded in said Registry, Book 630, Page 158, rerecorded in Book 632, Page 578, excepting however the portion thereof conveyed by Maine Seaboard Paper Company to Guy C. Emerson by deed dated August 31, 1935 and recorded in Hancock Registry, Book 648, Page 243, and described therein as follows:

"A certain lot or parcel of land situated in said Orland and bounded and described as follows:- Beginning at a high rock in the Orland or Narramissic River, being at the original corner of the old mill lot which was conveyed to the grantor by Seth R. Hutchins by deed dated June 11, 1930 and recorded in Hancock Reg. of Deeds, Book 630, Page 158, and also being the southeast corner of the old pound lot, so-called, heretofore conveyed by this grantor to Charles L. Farmer; thence by the south line of said pound lot north 42 1/2° west about one hundred twenty (120) feet to the town road leading from the county road to the end of Fish Point, so-called; thence by said town road south about one hundred fifty-eight (158) feet to the intersection of said town road with the road leading down to the wharves, said last-mentioned road being referred to in the said deed from Seth R. Hutchins to the grantor as the 'Middle Road to Fish Point'; thence southerly along the last-mentioned road to a point from which a line drawn parallel with the

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northerly side of the new dam and one hundred (100) feet distant northerly therefrom, would intersect; thence on said line which is parallel with and one hundred (100) feet distant northerly from the north side of said dam to the said river; thence north by said river to the first-mentioned bound. The above described premises are a part of the same which were conveyed to this grantor by the above-mentioned deed from Seth R. Hutchins."

29. Also a certain lot or parcel of land situated in said Orland, bounded and described as follows:

Beginning near the Easterly end of the "Great Works" mill dam at Orland Village on the Eastern side of Eastern River, one rod up the bank from high water mark; thence running Southerly by the course of said river and continuing one rod above high water mark on the bank about thirty (30) rods to a large flat stone at the Northeast corner of wharf owned by Daniel Harriman, now or formerly, same one hundred twenty-five (125) feet South of South end of wharf known as "John Buck's Wharf" or known as "Eastern Pier Wharf"; thence Westerly by the Northerly end of said Daniel Harriman's wharf to the bed of the river; thence Northerly by the bed of the river to the said mill dam; thence Easterly by the said dam to the bound first mentioned, together with all wharves on above mentioned premises, also all buildings thereon. Also the right of way for loaded teams and all kinds of conveyance from Eastern River Bridge to the above described wharf lot.

30. Also another lot or parcel of land situated in said Orland, bounded and described as follows:

A part of the shore lot originally laid out to John Hancock as a settler on the eastern side of Eastern Penobscot River beginning at a stake and stones six (6) feet above high water mark at the Northerly end of a wharf built by Hugh Carr; thence Westerly the same course of the sideline of said lot to low water mark; thence up said river at low water mark one hundred twenty-five (125) feet; thence South sixty-six (66) degrees East to a stake and stones six (6) feet above high water mark on the East shore of said river; thence on the shore keeping a distance above high water mark of six (6) feet one hundred twenty-five (125) feet to the first mentioned bound.

31. Also another lot or parcel of land situated in said Orland, bounded and described as follows:

Beginning at a stake and stones at high water mark on Eastern River southerly one hundred twenty-five (125) feet from the Southeasterly corner of Eastern Pier, so-called, or John Buck's wharf; thence Easterly up the bank one (1) rod to a stake and stones; thence Southerly by the river's course about one hundred thirty-nine (139) feet to land now or formerly of Daniel Harrison; thence West one (1) rod to Eastern River; thence Northerly to bounds first mentioned, together with all the water and wharf privilege thereto pertaining.

The premises described in paragraphs 29, 30 and 31 were conveyed to Maine Seaboard Paper Company by Warranty Deed of Georgia M. Bridges dated February 27, 1930 and recorded in said Registry, Book 629, Page 87.

32. Also a certain lot or parcel of land situted in said Orland, bounded and described as follows:

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Beginning on the South side of the County road leading from Orland to Ellsworth at Northwest corner of land of Sewell Ginn known as Blacksmith Shop Lot; thence South by said lot to Northwest corner of land of S. B. Holt; thence South by land of S. B. Holt one hundred fifty (150) feet to Holt's southwest corner; thence South by land of W. B. Hutchins one hundred fifty-two (152) feet; thence in a general Southerly course by land of Georgia Kidder six hundred eighty-one and one-half (68 1/2) feet to the Southerly side of Buck's wharf (so-called); thence Westerly to land of said grantor; thence Northerly by land of said grantor to land of Seth Hutchins; thence Easterly by Hutchins land to land of Georgia Kidder; thence by said Kidder land Northerly to land of W. B. Hutchins; thence Westerly by land of S. R. Hutchins to Narramissic River; thence Northerly by said river to the Southwest corner homestead lot of Sewell C. Ginn; thence Easterly by said Ginn land to the County Road; thence by said road Easterly to first bound.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Abbie M. Buck et al. dated June 4, 1930, recorded in said Registry, Book 629, Page 554.

33. Also a certain lot or parcel of land in said Bucksport on the Westerly side of the Narramissic River and bounded and described as follows: Northerly by land now or formerly of Albert H. Eldridge et al.; Easterly by the Narramissic River; Southerly by land now or formerly of Russell E. Grey et al.; Westerly by land of parties unknown, containing about thirty-four (34) acres.

Being the same premises which were conveyed to Maine Seaboard Paper Company by Warranty Deed of Margaretha A. Wharton dated June 12, 1930 and recorded in said Registry in Book 629, Page 515. Subject, however, to the pole line rights over and across said premises which were conveyed by Maine Seaboard Paper Company to Central Maine Power Company by deed dated September 30, 1930 and recorded in said Registry in Book 632, Page 234.

34. Also a certain lot or parcel of land in said Orland on the Southerly side of the Narramissic River bounded and described as follows: Northerly by said River; Easterly by land of said grantor, formerly of Central Maine Power Company; Southerly by the River Road on the south side of said Narramissic River; Westerly by land of Homer P. Mooney, containing about five (5) acres. Subject, however, to any rights of the public in the highway or landing.

Being the same premises conveyed to Maine Seaboard Paper Company by Augusta J. Gower et al. dated July 9, 1930 and recorded in said Registry in Book 630, Page 284.

35. Also a certain lot or parcel of land situated in said Orland bounded and described as follows:

Beginning on the Easterly side of the Eastern River at the Southwest corner of land of George H. Randall; thence Southeasterly on an old original line to the Northwest corner of land formerly occupied by L. B. Bennett; thence Southerly by said Bennett's land to the Northwest corner of land formerly occupied by Eugene Wardwell; thence Northwesterly by the Northerly line of land of Walter L. Brewster and parallel with the first described line to the River; thence in a general northerly direction by said river to the point of beginning. Reserving to the town of Orland a road as now travelled across the Westerly end of said lot.

Being the same premises conveyed to Maine Seaboard Paper Company by

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Warranty Deed of Roscoe E. Dorr dated April 23, 1930, recorded in said Registry in Book 629, Page 284. Excepting, however, the portion of the above described premises conveyed by Maine Seaboard Paper Company to J. Frank Ames by deed dated June 27, 1934 and recorded in Hancock Registry, Book 646, Page 288, and described therein as follows:

"A certain lot or parcel of land situated on the easterly side of the Orland or Narramissic River in said Orland bounded and described as follows: Northerly by land now or formerly of G. H. Randall; easterly by the Highway; southerly by land now or formerly of W. L. Brewster, and westerly by said River."

36. Also the following described land and all water privileges connected therewith; said land is situated in said Orland and is bounded and described as follows:

Beginning at a stake at the shore of Eastern River at the south side of the mouth of Morrills Brook, so-called, in Orland; thence due west five (5) rods and fifteen (15) links to a stake on a gravel bank; thence southerly, a little west of south, to the northeast corner of house lot formerly owned or occupied by Alden Harriman; thence by said Harriman's easterly line to the southeast corner of his lot; thence southerly to a stake by the west side of the County Road, in all fifteen (15) rods from the stake on the gravel bank; thence east four (4) rods to the river; thence northerly by the river to the place of beginning, containing about seventy-two (72) square rods including the County Road which passes lengthwise of the land; the right of way hereby being reserved to the use of the County Road, aforesaid, the water privileges which lie easterly of said lot are conveyed, not meaning to convey any water privileges on the northerly end of said lot or any rights in said lot which belong to the town of Orland or County of Hancock.

Being the same premises conveyed to Maine Seaboard Paper Company by Perpitia L. Emerson by Warranty Deed dated December 13, 1930, recorded in said Registry, Book 675, Page 482.

37. Also the rights to divert the water of the Eastern or Narramissic River by pipe or otherwise acquired by the Maine Seaboard Paper Company from the following parties by deeds dated and recorded in said Hancock Registry of Deeds as follows, but excepting and reserving however, to the several Grantors of said deeds, their heirs and assigns, a sufficient supply of water flowing past or over the lands of said Grantors bordering on said river for all household and pasturage purposes, namely:

Grantor	Date	Book	Page
Alice M. Clements	June 18, 1930	630	243
Percy F. Moore	June 23, 1930	630	238
A. R. Soper et al.	June 20, 1930	629	483
Lysle P. Saunders	June 23, 1930	629	487
A. R. Soper et al.	June 20, 1930	629	483
Llewellyn Harriman	June 23, 1930	629	486
Byron E. Colby	June 23, 1930	629	487
Clara Russell et al.	June 18, 1930	630	241
Albert H. Eldridge	June 23, 1930	630	239
Russell E. Grey	June 23, 1930	630	239
Isaac F. Dorr	June 18, 1930	630	240
Carrie M. Buck et al.	June 18, 1930	630	242
A. R. Soper et al.	June 18, 1930	629	484

Grantor (continued)	Date	Book	Page
James Holt	June 18, 1930	629	536
H. H. Dunbar	June 18, 1930	630	244
Rising Sun Lodge 71 F.&A.M.	June 13, 1930	629	482
A. R. Soper	June 20, 1930	629	485
Homer H. Mooney	June 23, 1930	630	243
Elizabeth E. Sawyer	Dec. 11, 1930	633	88
Carrie A. Staples	June 18, 1930	629	481
G. H. Randall	June 23, 1930	630	241
Alvin E. Gowen	June 13, 1930	630	237
Walter L. Brewster	July 9, 1930	629	515
A. R. Soper	June 18, 1930	629	485
Emma A. Cotton	June 18, 1930	629	535
Alice P. Gray	June 18, 1930	630	282
Flora F. Dorr	Jan. 20, 1931	632	493
Homer H. Dunbar	July 9,1930	630	284
Howard Johnson	Oct. 16, 1930	632	454
Ella M. Saunders	June 23, 1930	629	495
Sewall C. Ginn	Jan. 19, 1931	633	87

38. Also all rights to divert the water of the Eastern or Narramissic River by pipe or otherwise, all flowage rights and all other reparian rights and all rights of way and other easements and rights of every name and nature which were excepted or reserved by Maine Seaboard Paper Company from the conveyances made by it to the following Grantees by deeds dated and recorded in said Hancock County Registry of Deeds as follows, namely:

Grantee	Date	Book	Page
C. L. Farmer	Sept. 18, 1935	648	299
Annie E. Ames	June 27, 1934	645	194
David C. Buck	June 27, 1934	645	444
Russell Johnson	June 27, 1934	658	334
O. L. Farmer	June 27, 1934	649	5
J. Frank Ames	June 27, 1934	646	268
Guy C. Emerson	Aug. 31, 1935	648	243

DAM SITE AT OUTLET OF ALAMOOSOOK LAKE

39. Also all and the same premises conveyed to Maine Seaboard Paper Company by Central Maine Power Company by deed dated February 26, 1934 and recorded in Hancock Registry of Deeds, Book 643, Page 224, subject to the exceptions, reservations, covenants and agreements therein set forth, said premises and said exceptions, reservations, covenants and agreements being described and set forth in said deed as follows:

"A certain lot or parcel of land situated in the Town of Orland, County of Hancock, said State, more particularly bounded and described as follows, to wit:

Commencing on the southwesterly side of the highway leading from the Falls Bridge, so-called, to the dwelling house of J. Foster Soper at a point opposite the southeasterly corner of the Jonathan Buck, Jr. lot, so-called; thence southwesterly across Eastern River to a point at the extreme southwesterly end of the present dam, formerly called the Upper Dam; thence southwesterly up the bank four rods; thence northwesterly down said river, keeping said distance of four rods therefrom about fifty rods to a point opposite the southwesterly corner of said Jonathan Buck, Jr. lot; thence northeasterly across said Eastern River to said highway; thence southeasterly

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along said highway to the point of beginning, together with all dams, mill privileges and rights of flowage which formerly belonged to the Eastern River Lock and Sluice Company.

Meaning and intending hereby to convey the property conveyed to Albert H. Shaw by Parker Spofford, Trustee, by his deed of September 25, 1905, recorded in Hancock Registry of Deeds, Book 425, Page 411, but excepting from the property hereby conveyed and reserving to the grantor, its successors and assigns, as upper riparian owner, the right to regulate and control in such manner as it may deem for its best interests by means of its dam and power house located at or near the outlet of Toddy Pond, so-called, the waters of said Toddy Pond and all tributaries thereof, provided, however, and the said grantor, for itself, its successors and assigns, hereby covenants and agrees to and with the said grantee, its successors and assigns, that said grantor, and its successors and assigns, shall and will so regulate and control the waters in said Toddy Pond that on October first of each year there shall be at least 7 1/2 feet of water in said Toddy Pond as measured on the gauge at the dam now existing in Toddy Pond and having a crest height of 9 feet, and that from and after October first of each year it will draw said Toddy Pond at an approximate uniform rate during the months of October, November, December, January and February next following. It is the intention of this covenant on the part of the grantor and its successors and assigns that said Toddy Pond shall be on October first of each year approximately three-quarters full and thereafter be drawn in an approximately uniform manner for the benefit of the grantee and its successors and assigns, acts of God and other causes beyond the grantor's control excepted."

Together with the benefits of and subject to the burdens of the covenants and agreements, all as more particularly set forth in a certain indenture dated October 31, 1945 by and between Central Maine Power Company and Maine Seaboard Paper Company and recorded in said Registry in Book 704, Page 239, and pertaining to the regulation of the waters of Toddy Pond.

FLOWAGE RIGHTS ON ALAMOOSOOK LAKE

40. Also the right to flow the land bordering on Alamoosook Lake described in the deeds hereinafter referred to, to which deeds reference is made for a description of said lands as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with eight (8) inches of flash boards thereon, said rights of flowage being subject to the engagement of said grantee to maintain the level of the water in Alamoosook Lake at all times in each year between May 1st and November 1st as near the gauge reading one hundred twenty-one (121) as practicable with said dam and eight (8) inches of flash board thereon and as may be consistent with the requirements of said grantee for water from said Lake. CS CS

Said flowage rights above described and hereby conveyed are all and the same which the Maine Seaboard Paper Company acquired by deeds of the following parties, dated and recorded in Hancock Registry of Deeds as follows:

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Grantor	Date	Book	Page
Prentice E. Soper	July 29, 1931	635	345
F. M. Pierce	August 15, 1931	635	346
Nora I. Leach et al.	August 6, 1931	635	346
Everett P. Wilder	August 6, 1931	635	347
Viola Brownelle	August 5, 1931	635	348
Caroline S. Otis	August 5, 1931	635	349
Lauriston G. Leach	August 6, 1931	635	349
Will L. White	August 14, 1931	635	350
Robert B. Randall	July 29, 1931	635	351
Albion R. Soper	August 14, 1931	635	352
Joseph Buck	August 18, 1931	635	352
John A. Soper	August 29, 1931	635	353
J. E. Soper et al.	August 14, 1931	635	354
Richard G. Tunison	July 29, 1931	635	355
Evalyn M. Buck	July 31, 1931	635	356
Nellie H. Atkins	July 31, 1931	635	356
Stella G. Streeter	August 13, 1931	635	357
Frances S. Keener	August 29, 1931	635	378
Thomas F. Mason et al.	August 4, 1931	635	358
Ethel B. Snow	August 5, 1931	635	359
Abbie C. Jordan et al.	August 4, 1931	635	359
Walter F. Gilliland	August 4, 1931	635	360
Carl D. Buck	August 4, 1931	635	361
Dennis R. Soper	August 6, 1931	635	362
Hermine Ehlers	August 4, 1931	635	362
Alvah G. Anchu	July 31, 1931	635	363
Joseph B. Patterson	July 30, 1931	635	364
Paul Nolan	July 30, 1931	635	365
William P. Wharton	July 29, 1931	635	365
Clement R. Lee et al.	July 29, 1931	635	366
Frances C. Homer	August 11, 1931	635	367
Walter H. Gardner	August 1, 1931	635	368
Augusta M. Gardner	August 1, 1931	635	368
Fred S. Blodgett	August 1, 1931	635	369
Gertrude M. Emery	July 30, 1931	635	370
Leslie E. Little	August 12, 1931	635	371
Eleanor Campbell French	July 31, 1931	635	372

SCHEDULE A-2

A certain lot or parcel of land situated in said Bucksport, bounded and described as follows: Beginning at an iron stake at the Southeast corner of Spofford Avenue and Franklin Street; thence running in a northeasterly direction along the southerly side of Spofford Avenue a distance of one hundred seventy (170) feet to an iron stake, which last mentioned iron stake is in line with the northeasterly side of Silver Street; thence turning an angle of ninety (90) degrees and running in a southeasterly direction to land of Augustus P. Gregory, formerly the Russell Meigs or the so-called Rosie Estate lot; thence running southwesterly along the land of said Augustus P. Gregory a distance of one hundred seventy (170) feet to the easterly side of Franklin Street; thence northwesterly along the easterly side of said Franklin Street to the point of beginning.

Being a part of parcel numbered 5 in the deed given by Time, Incorporated to St. Regis Paper Company dated December 17, 1946 and recorded in Hancock County Registry of Deeds in Book 711, Page 434.

SCHEDULE A-3

[redacted] the following sewers(hereinafter called sanitary sewers), tile drains (hereinafter called storm sewers), catch basins, and manholes located in said Bucksport and being all the sanitary and storm sewers, catch basins, and manholes as now located in the following streets or avenues as delineated on a certain plan entitled "Housing Development of St. Regis Paper Company, Bucksport, Maine," dated July 26, 1955 and recorded in Hancock County Registry of Deeds in Plan Book 7, Page 88: North Franklin Street, Franklin Street, Bagley Avenue, Spofford Avenue, Silver Street, Spring Street, Thomas Street, and Spring Street Extension.

For further reference as to the location of said sewers, catch basins, and manholes, reference is hereby made to said above entitled plan. The two storm sewers running diagonally across Spring Street Extension as delineated on said plan extend from catch basins 4 and 5 as delineated on said plan to a rock drain northerly of Lot 50 as delineated on said plan.

Also a certain storm sewer located in said Bucksport and described as follows: Beginning at catch basin 12 as delineated on the above entitled plan, said catch basin being five (5) feet north of the northerly corner of Lot 57 as delineated on said plan; thence northwesterly across Spofford Avenue to catch basin 11 as delineated on said plan; thence northeasterly diagonally across Spofford Avenue and Lot 24 as delineated on said plan to catch basin 10 as delineated on said plan, which is located on the line between Lots 17 and 24 as delineated on said plan; thence northwesterly along the line between Lots 17
and 24, Lots 18 and 23, and Lots 19 and 22 to the most southerly corner of Lot 20 as delineated on said plan; thence continuing northwesterly along the line between Lots 20 and 21 as delineated on said plan a distance of twenty-five (25) feet, more or less; thence westerly diagonally across said Lot 21 to catch basin 9 as delineated on said plan; thence northwesterly across said Lot 21 to the most southerly corner of Lot 10 as delineated on said plan; thence continuing northwesterly along the line between Lots 9 and 10 as delineated on said plan to Bagley Avenue; thence across Bagley Avenue to the most southerly corner of Lot 52 as delineated on said plan; thence northwesterly

along the line between lots 51 and 52 as delineated on said plan a distance of seventy-five (75) feet, more or less; thence diagonally across the most northerly corner of Lot 51 as delineated on said plan to a rock drain northerly of Spring Street Extension as delineated on said plan. The general location of the above described storm sewer is also delineated on the above entitled plan.

Also a certain storm sewer located in said Bucksport and described as follows: Beginning at a point in the culvert on the south side of Spofford Avenue as delineated on said plan, said point being twenty-five (25) feet northeasterly from the most westerly corner of Lot 65 as delineated on said plan; thence northwesterly across Spofford Avenue and across Lot 32 as delineated on said plan to catch basin 8 as delineated on said plan; thence continuing northwesterly across said Lot 32 and across Lots 31, 30, and 29 and along the line between Lots 5 and 6 to catch basin 7, all as delineated on said plan; thence continuing northwesterly along the line between said Lots 5 and 6 to Bagley Avenue; thence continuing northwesterly across Bagley Avenue to the most southerly corner of Lot 48 as delineated on said plan; thence continuing northwesterly along the line between Lots 47 and 48 as delineated on said plan a distance of thirty-one (31) feet, more or less; thence westerly diagonally across Lot 47 as delineated on said plan to a rock drain northerly of Lot 66 as delineated on said plan. The general location of the above described storm sewer is also delineated on the above entitled plan.

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Also hereby conveying the right to lay, maintain, construct, reconstruct and repair the above described storm sewers wherever they cross lots or run along lot lines or extend northwesterly under other land of the grantor to the rock drains hereinbefore referred to, all as more particularly delineated on said plan, together with the right to enter upon those portions of said lots and other land of the grantor occupied by said storm sewers for the purpose of laying, maintaining, constructing, reconstructing and repairing the same, together with the right to discharge the flow of said storm sewers into said rock drains, provided that said grantee, its successors or assigns, after laying, maintaining, constructing, reconstructing and repairing said storm sewers, shall restore the surface of those portions of said lots and other land of the grantor occupied by said storm sewers to its condition as it existed immediately prior to the laying, maintaining, constructing, reconstructing and repairing of said storm sewers.

Also hereby conveying all the right, title and interest of the grantor in and to those portions of the sanitary sewer as it now exists leading from Bagley Avenue to the Log Pond, so-called, where it extends under the Bucksport-Bangor road and under land of Maine Central Railroad Company, together with the right in so far as the grantor has the right to convey the same, to lay, maintain,

construct, reconstruct and repair said portions of said sanitary sewer.

Also hereby conveying those portions of the sanitary sewer as it now exists leading from Bagley Avenue to the Log Pond, so-called, where it extends under land owned by the grantor and lying between the Bucksport-Bangor road and the Log Pond, so-called, together with the right to enter upon the land occupied by said portions of said sanitary sewer for the purpose of laying, maintaining, constructing, reconstructing and repairing said portions of said sanitary sewer, provided that said grantee, its successors or assigns, after laying, maintaining, constructing, reconstructing and repairing said portions of said sanitary sewer, shall restore the surface of the land occupied by said portions of said sanitary sewer to its condition as it existed immediately

prior to the laying, maintaining, constructing, reconstructing and repairing of said portions of said sanitary sewer.

Also hereby conveying that part of the sanitary sewer as it now exists under land of the grantor bounded northerly and easterly by North Franklin Street, southeasterly by Bagley Avenue, and westerly by the Bucksport-Bangor road, together with the right to enter upon the land occupied by said sanitary sewer for the purpose of laying, maintaining, constructing, reconstructing and repairing said sanitary sewer, provided that said grantee, its successors or assigns, after laying, maintaining, constructing, reconstructing and repairing said sanitary sewer, shall restore the surface of the land occupied by said sanitary sewer to its condition as it existed immediately prior to the laying, maintaining, constructing, reconstructing and repairing of said sanitary sewer,

SCHEDULE A-4

A certain lot or parcel of land with the buildings thereon situated in said Bucksport, heretofore known as the Gibson House lot, and bounded as follows, to wit: Beginning at the southeasterly corner of lot now or formerly owned or occupied by Schuyler Cobb on Franklin Street; thence northeasterly on said Cobb's line passing over the center of the Well to the Mill Pond; thence easterly by said Pond to land formerly owned by Ambrose W. Harriman; thence southwesterly on the line of land formerly owned by said Harriman to Franklin Street; thence westerly on said Franklin Street to the first mentioned bound.

Excepting and reserving therefrom that portion of the premises conveyed to Horace L. Gould by deed of Eliza P. Swazey, dated May 18, 1915, recorded in Hancock Registry of Deeds, Book 514, Page 569; and that portion of the premises conveyed to Central Securities Corporation by deed of Eliza P. Swazey, dated October 8, 1951, recorded in said Registry, Book 635, Page 568. Subject, however, to the easements set forth in each of said deeds.

Also, a certain lot or parcel of land situated on the northerly side of Franklin Street in said Bucksport, bounded and described as follows: Beginning at a point on Franklin Street at the southwesterly corner of land now or formerly owned or occupied by Eliza P. Swazey; thence northerly along the westerly line of said Eliza P. Swazey's land to the northerly line of said Eliza P. Swazey's buildings; thence westerly at right angles with said Eliza P. Swazey's westerly line six (6) feet; thence southerly and parallel with said Eliza P. Swazey's westerly line to said Franklin Street; thence easterly along said Franklin Street six (6) feet to the place of beginning. Being a strip of land six (6) feet wide on Franklin Street and extending northerly along and adjoining the westerly line of said Eliza P. Swazey's land. Excepting and reserving, however, the right and privilege of Harry P. Dorman to draw water from a well on said strip, and to pipe the same if he shall so desire.

Being the same premises conveyed to St. Regis Paper Company by Time, Incorporated by deed dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 454, and being parcel numbered 43 described therein.

SCHEDULE A-5

A certain lot or parcel of land, with the buildings thereon, situated in said Bucksport and bounded and described as follows: Beginning on the Westerly side of Central Street at a point eighty feet distant Northerly from the Northerly side of Main Street measuring along said Central Street; thence Westerly,parallel with said Main Street, to land formerly of Stephen Ryder; thence Northerly by said land formerly of Ryder about one hundred four feet to land formerly of Olonzo G. Putnam; thence Easterly by said Putnam land to said Central Street and thence Southerly by said Central Street to the place of beginning, being the Northerly part of the former Luman Warren, Bradley Block property.

Being the same premises conveyed to St. Regis Paper Company by Time, Incorporated by deed dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434, and being parcel numbered 41 described therein.

SCHEDULE A-6

A certain lot or parcel of land, with the buildings thereon, situated in said Bucksport, bounded and described as follows, to wit: Commencing on Franklin Street at the southeast corner of land now or formerly of Albert F. Page; thence northerly on said Page's easterly line ten (10) rods to land now or formerly of Mrs. James Harrigan, formerly of the heirs of Frank Page; thence easterly parallel with said Franklin Street four and one half (4 1/2) rods, more or less, on said Harrigan line and in continuation thereof to the Congregational Parsonage Lot (so called); thence southerly by said parsonage lot ten (10) rods to said Franklin Street; thence westerly on said Franklin Street four and one half (4 1/2) rods, more or less, to the point of beginning.

Being the same premises conveyed to St. Regis Paper Company by Time, Incorporated by deed dated December 17, 1946 and recorded in Hancock County Registry of Deeds in Book 711, Page 434, and being parcel numbered 42 described therein.

SCHEDULE A-7

A certain lot or parcel of land with the buildings thereon situated in said Bucksport on the easterly side of the State Highway leading from Bucksport to Bangor and being part of the old Buzzy farm, so-called, bounded and described as follows: Beginning at a point on the easterly side line of said State Highway which is the point of intersection of said easterly side line of said State Highway and the northerly side line of a road forty (40) feet in width leading through said old Buzzy farm, so-called; thence running South eighty-five degrees East (S 85° E) by the northerly side line of said forty-foot road, a distance of three hundred forty-one (341) feet to a two inch (2") pipe; thence running North twelve degrees and fifteen minutes East (N 12° 15' E), a distance of four hundred sixty (460) feet, more or less, to a two inch (2") pipe; thence running South sixty-two degrees and forty-five minutes West (S 62° 45' W), a distance of four hundred ninety-two (492) feet, more or less, to a two inch (2") iron pipe on the easterly side line of said State Highway; thence southerly along said State Highway, a distance of one hundred eighty-five (185) feet, more or less, to the point of beginning, containing two and nine tenths (2.9) acres, more or less.

Being a part of parcel numbered 2 in a certain deed given by Time, Incorporated to St. Regis Paper Company dated December 17, 1946 and recorded in Hancock County Registry of Deeds in Book 711, Page 434.

SCHEDULE A-8

The following described land in the Town of Bucksport, County of Hancock and State of Maine:

Beginning at an iron post driven in the ground at the intersection of the southerly Right of Way line of Spofford Avenue with the easterly Right of Way line of Thomas Street thence North 34 degrees West by the easterly Right of Way line of Thomas Street 40 feet to an iron post driven in the ground at the southerly corner of Lot 16 as shown on St. Regis DWG D-4232 entitled "Housing Development of St. Regis Paper Co., Bucksport, Maine" dated 7/26/55 and recorded in Hancock County Registry of Deeds, Plan Book 7, Page 88; thence North 56 degrees East by Lot 16 245.85 feet to an iron post at land formerly of Robert Bennett, now heirs of Robert Bennett; thence South 57 degrees 30 minutes East by land formerly of Robert Bennett 451.75 feet more or less to land of Oblate Seminary; thence southwesterly along edge of the hill by Oblate Seminary 562.5 feet to an iron pipe set in concrete at land of Winston Ferris, formerly Barbara S. Robert, reference deed Hancock County Registry of Deeds Book 735, Page 417; thence North 26 degrees 45 minutes West 135 feet by land of Winston Ferris to an iron post set in concrete; thence South 56 degrees 50 minutes West by land of Winston Ferris 18 feet to an iron post set in concrete on the southerly Right of Way line of Third Street at the point of intersection with St. Regis land being transferred; thence North 33 degrees 30 minutes West by land of Third Street Right of Way, Millard Eldridge, Wm. Oliver and A.P. Gregory to a point which is at the intersection of the southeasterly line of Lots 64 & 65, (when line is extended South 56 degrees West) and the northeasterly line of land of A.P. Gregory; thence North 56 degrees East 155 feet more or less by Lots 65 & 64 as delineated on the above plot, (DWG. D-4232) to an iron post; thence North 39 degrees 15 minutes East 235.6 feet by lots 63, 56, 57 and 62 to an iron post; thence North 34 degrees West 70.58 feet by Lot 62 to an iron post on the southerly Right of Way line of Spofford Avenue; thence North 56 degrees East 150 feet to the iron post at the point of beginning. Being a parcel of land commonly known as the St. Regis Athletic Field and containing approximately 9.0 acres. Reference deed of land transfer to Maine Seaboard Paper Company from Ada C. Chase and Arthur Rosie June 10, 1939 recorded Hancock County Registry of Deeds, Book 670, Page 4, excepting all property not within the above description that was originally deeded to Maine Seaboard Paper Co. by deed recorded Book 670, Page 4.

The above described also includes a small piece of land obtained as part of deed recorded Book 628, Page 144 from Eastern Maine Conference Seminary 12/3/29. This parcel of land being located at the easterly end of Spofford Avenue.

SCHEDULE A-9

A certain lot or parcel of land situated on the easterly side of the Bangor Road, otherwise known as Route 15, in the Town of Bucksport, County of Hancock and State of Maine, being further bounded and described as follows:

Beginning on the easterly side of said Bangor Road at the southwesterly corner of the second parcel of land conveyed to the Grantees herein by Albert Giard by Warranty Deed dated April 28, 1961 and recorded in the Hancock County Registry of Deeds in Book 947, Page 78, being also the northwesterly corner of land conveyed to Maine Seaboard Paper Company by W. L. Hussey by deed dated January 4, 1930 and recorded in said Registry of Deeds in Book 629, Page 86 and more recently having been conveyed as Parcel No. 2 in the deed from Time, Incorporated to St. Regis Paper Company dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434; from said point of beginning thence running South 57° 29' 30" East by the southwesterly line of said Seekins land 465 feet, more or less, to the northeasterly corner of land conveyed by St. Regis Paper Company to Laurence E. Alley et al by deed dated December 31, 1956 and recorded in the Hancock County Registry of Deeds in Book 947, Page 26; thence running southwesterly by the northwesterly line of said Alley land 492 feet, more or less, to the easterly side of the Bangor Road; thence running northerly by said Bangor Road 495 feet, more or less, to the southwesterly corner of land of the Grantees herein and the point of beginning.

This conveyance is made subject to an easement granted Central Maine Power Company by the Grantor herein by instrument dated March 10, 1965 and recorded in said Registry of Deeds in Book 979, Page 156, said easement being a part of strip no. 3, so called, as described in said deed.

This conveyance is made further subject to all rights and easements conveyed to Central Maine Power Company by deed of Maine Seaboard Paper Company dated July 12, 1932 and recorded in said Registry of Deeds in Book 640, Page 464, and by deed of St. Regis Paper Company dated March 1, 1957, recorded in said Registry of Deeds in Book 798, Page 126.

Being a part of Parcel No. 2 in the deed from Time, Incorporated to St. Regis Paper Company dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434.

SCHEDULE A-10

A certain lot or parcel of land situated on the westerly side of State Highway No. 15, sometimes known as the road running from Bucksport to Bangor, or the Orrington Road, in the Town of Bucksport, County of Hancock and State of Maine, being more particularly bounded and described as follows:

Beginning on the westerly side of said State Highway No. 15 at an iron pipe marking the right of way limits of said road, said iron pipe being on the northerly side line of land of the Grantor herein, being the northerly side line of land conveyed to Maine Seaboard Paper Company by Warranty Deed of W. L. Hussy dated January 4, 1930 and recorded in the Hancock County Registry of Deeds in Book 629, Page 86, said point of beginning also being the southeasterly corner of land conveyed to Village Drive In, Inc. by James D. Moorehead et al by deed dated March 11, 1981 and recorded in the Hancock County Registry of Deeds in Book 1400, Page 126; from said point of beginning, thence running South 5° 00' West by said State Highway No. 15, 350.0 feet to an iron pipe set in the ground on the westerly line of said State Highway No. 15 at other land of the Grantor herein; thence running South 60° 30' West by other land of the Grantor herein 1400.0 feet to an iron pipe set in the easterly limits of the right of way of the Maine Central Railroad Company, being formerly the right of way limits of Eastern Maine Railway Company; thence running northerly by the easterly line of said right of way 475.0 feet, more or less, to an iron pipe set in the ground on the northerly line of land conveyed by W. L. Hussy as aforesaid, being the southerly line of land now or formerly of Village Drive In, Inc.; thence South 58° 15' East by said Village Drive In, Inc. land, being the northerly line of land conveyed by W. L. Hussy to Maine Seaboard Paper Company as aforesaid, 95.0 feet to the point of beginning.

Being 1.22 acres, more or less, and a portion of Parcel No. 1 in the deed from Time Incorporated to the Grantor herein, under its former name of St. Regis Paper Company, dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434.

MAINE REAL ESTATE TRANSFER TAX PAID

[redacted] a certain lot or parcel of land situate in said Bucksport on the southeasterly side of Spofford Avenue, so-called, approximately 170 feet northeasterly along said Spofford Avenue from the intersection with Franklin Street, so-called, being more particularly bounded and described as follows:

Beginning at a 3/4" iron rebar set in 1998 on the southeasterly sideline of said Spofford Avenue at the location of a 1" iron rod found, said rod being 170 feet northeasterly along said Spofford Avenue from the intersection with said Franklin Street;

thence S 26° 16' 10" E by and along land shown on a plan recorded at the Hancock County Registry of Deeds in Plan Book 7, Page 88, being generally along land described in a deed to Frederick and Jerilou Ames, a distance of 71.8 feet to a 3/4" iron rebar set in 1998;

thence N 63° 49' 50" E by and along the line shown on said plan, a distance of 9.2 feet to a 3/4" iron rebar set in 1998;

thence S 25° 38' 10" E by and along the line shown on said plan, a distance of 66.7 feet to a 3/4" iron rebar set in 1998 at the northwesterly corner of land described in a deed from St. Regis Paper Co. to the Town of Bucksport, recorded at said registry in Book 1241, Page 276;

thence by and along said land of the Town of Bucksport, N 63° 44' 00" E a distance of 96.9 feet to a 3/4" iron rebar set in 1998 at the most southerly corner of land described in a deed to Preston E. and Algie K. Robinson recorded at said registry of deeds in Book 1181, Page 43; being Lot 64 shown on said plan recorded in Plan Book 7, Page 88;

thence by and along the southwesterly line of said Lot 64, N 26° 16' 00" W a distance of 138.6 feet to a 3/4" rebar set on the southeasterly line of said Spofford Avenue;

thence by and along the southeasterly line of said Spofford Avenue, S 63° 43' 50" W a distance of 105.4 feet to the point of beginning.

The above described parcel, encompassing 14,010 sq. ft±, is comprised of all of Lot 65 shown on the above referenced recorded plan together with a portion of the parcel represented on said plan as "the athletic field."

Bearings referenced in the above description were computed from a traverse established for a survey of the above-described parcel that was oriented to magnetic north as observed in the month of March, 1998, by Plisga & Day Land Surveyors, Bangor, Maine.

[redacted], a certain lot or parcel of land situated in said Bucksport and bounded and described as follows:

Beginning at the westerly end of the northerly face of the dam as presently existing at the outlet of Silver Lake, otherwise known as Mill Stream; thence westerly, on a line in continuation of the northerly face of said dam produced westerly, to a point on a contour line one hundred thirty-two (132) feet above mean sea level; thence following said one hundred and thirty-two (132) foot contour line, in a meandering course, Northerly, Westerly, Southerly, Westerly and Northerly to the south line of the Peavey farm, so-called, being the premises conveyed to Maine Seaboard Paper Company by Adelbert E. Peavey by deed dated July 24, 1930 and recorded in Hancock County Registry of Deeds in Book 630, Page 350, and now owned by St. Regis Paper Company; thence easterly by said Peavey farm to Silver Lake as it existed on August 13, 1930; thence Southerly, Easterly, Northerly, Easterly and Southerly by said lake as it existed on August 13,1930 to the Northerly face of said dam; thence westerly along the northerly face of said dam to the point of beginning. Including in this conveyance such riparian rights, if any, along said Silver Lake as may be owned by said Silver Lake Cemetery Corporation.

Excepting from the above described premises that part thereof conveyed by Silver Lake Cemetery Corporation to Maine Seaboard Paper Company by deed dated August 13, 1930 and recorded in said Registry of Deeds in Book 631, Page 106.

Also excepting from the above described premises that part thereof now owned by said St. Regis Paper Company.

Also excepting from the above described premises that part thereof conveyed by Alfred Swasey to the heirs of Henry Brockman by deed dated July 4, 1881 and recorded in said Registry of Deeds in Book 179, Page 49.

This conveyance is made subject to the rights of Bucksport Water Company, if any.

Title to the above described property was derived by deed from Harry A. Littlefield, Receiver of the Nicholson Fish Company dated April 8, 1929 and recorded in said Registry of Deeds in Book 625, Page 172.

SCHEDULE A-13

a certain lot or parcel of land situated in said Bucksport, bounded and described as follows: Northerly by the lot of land conveyed by George H. Emerton to Maine Seaboard Paper Company by deed dated July 17, 1930 and recorded in Hancock County Registry of Deeds in Book 630, Page 388, and being parcel numbered 8 in the deed from Time, Incorporated to St. Regis Paper Company dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434; Westerly, Southerly and Easterly by an irregular meandering line following a contour elevation of one hundred thirty-two feet (132') above mean sea level, and also Easterly by that portion of the road leading from Bucksport Village to Silver Lake, otherwise known as McDonald Street Extension, extending southerly, for a distance of fourteen (14) feet, more or less, from a point where the southeasterly corner of said lot conveyed by said George H. Emerton to Maine Seaboard Paper Company as aforesaid hits said road to a point where said meandering line following a contour elevation of one hundred thirty-two feet (132') above mean sea level hits said road.

Excepting from the above described premises that part thereof conveyed by Hyada Colby and Helen P. Chipman to Maine Seaboard Paper Company by deed dated July 17, 1930 and recorded in said Registry of Deeds in Book 630, Page 387.

Reserving to the grantor herein, her heirs and assigns, a right of way fifteen (15) feet in width and extending northerly from said contour elevation line of one hundred-thirty-two (132) feet above mean sea level along the easterly side line of the lot of land conveyed by Hyada Colby and Helen P. Chipman to Maine Seaboard Paper Company by deed dated July 17, 1930 and recorded in said Registry of Deeds in Book 630, Page 387, to the water's edge.

For title to the above described premises, reference is hereby made to a certain deed from Elbridge G. Colby to George P. Colby dated January 11, 1888 and recorded in said Registry of Deeds in Book 287, Page 232. Said George P. Colby died intestate on August 29, 1909 leaving a widow, Hyada Colby, and as his only heir at law the grantor herein. Said Hyada Colby died intestate on April 4, 1936 leaving as her only heir at law the grantor herein.

Also a certain lot or parcel of land situated in said Bucksport, bounded and described as follows: Northeasterly by the lot of land conveyed by E. Earl Herrick to Maine Seaboard Paper Company by deed dated February 3, 1931 and recorded in said Registry of Deeds in Book 632, Page 580, and being parcel numbered 13 in the deed from Time, Incorporated to St. Regis Paper Company dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434; Easterly by the lot of land conveyed by Hyada Colby to Wiley C. Conary by deed dated October 21, 1930 and recorded in said Registry of Deeds in Book 633, Page 8; and Easterly, Southerly and Westerly by an irregular meandering line following a contour elevation of one hundred thirty-two feet (132') above mean sea level, and being a part of the premises conveyed by John Cronin to Hyada Colby by deed dated November 7, 1918 and recorded in said Registry of Deeds in Book 491, Page 554. Said Hyada Colby died intestate on April 4, 1936 and the grantor herein acquired title to said premises as the only heir at law of Hyada Colby.

Reserving to the grantor herein, her heirs and assigns, a right of way fifteen (15) feet in width and extending easterly from said contour elevation line of one hundred-thirty-two (132) feet above mean sea level along the southerly side line of land now or formerly of E. Earl Herrick to the water's edge.

SCHEDULE A-14

said Bo Maine Power Company, its successors and assigns forever, the right to enter upon and use at any and all times for all ordinary purposes of travel a certain strip of land situated in said Bucksport fifteen (15) feet in width and extending from the road leading from Bucksport Village to Silver Lake, otherwise called McDonald Street Extension, across my land to the lot of land conveyed by Nynda Colby and Helen P. Chipman to Maine Seaboard Paper Company by deed dated July 17, 1936 and recorded in Hancock County Registry of Deeds in Book 638, Page 337, the center line of said 15-foot strip being described as follows: Beginning at a point on the assumed westerly side line of said road leading from Bucksport Village to Silver Lake in front of the residence of Helen P. Chipman, said point being fifty-two (52) feet and seven (7) inches from the southerly corner of said Chipman residence and thirty-nine (39) feet and eleven and one fourth (11 1/4) inches from the easterly corner of said Chipman residence; thence north forty-six degrees fifty-nine minutes west (N 46° 59' W) a distance of seventy and forty-two hundredths (70.42) feet; thence north twenty-three degrees three minutes west (N 23° 3' W) a distance of seventy-two and fifty-four hundredths (72.54) feet; thence north fifty degrees two minutes west (N 50° 2' W) a distance of one hundred fifty-one and twenty-one hundredths (151.21) feet; thence north thirty-nine degrees six minutes west (N 39° 6' W) a distance of one hundred thirty-five and eighty-three hundredths (135.83) feet; thence north twenty-seven degrees fifty-four minutes west (N 27° 54' W) a distance of one hundred twenty-two and ninety-two hundredths (122.92) feet; thence north fifty-two degrees twelve minutes west (N 52° 12' W) a distance of forty-eight and forty-six hundredths (48.46) feet; thence south seventy-seven degrees fifty-six minutes west (S 77° 56' W) a distance of fifty-nine and sixty-two hundredths (59.62) feet to the said lot of land conveyed by Nynda Colby and Helen P. Chipman to Maine Seaboard Paper Company as aforesaid, said strip to lie equally on either side of the above described center line, namely, seven and one-half (7 1/2) feet in width on each side of said center line, meaning and intending hereby that said strip shall include all of my said land lying on either side of and within seven and one-half (7 1/2) feet of said center line, or on either side of and within seven and one-half (7 1/2) feet of said center line produced at both ends.

George P. Colby, owner of the property over which the above described strip extends, died intestate on August 28, 1900 leaving a widow, Nynda Colby, and as his only heir at law the grantor herein. Said Nynda Colby died intestate on April 4, 1936 leaving as her only heir at law the grantor herein.

The grantee herein, by the acceptance of this deed, hereby agrees to keep the above described strip of land in repair for purposes of travel.

SCHEDULE A-15

[redacted] the following described premises situated in said Bucksport:

1. A certain lot or parcel of land, bounded and described as follows: Beginning at the shore of the mill pond at the foot of Long Pond at the water's edge about seven (7) rods above the southeasterly end of the mill dam as it stood on the stream near the foot of Long Pond on May 8, 1846; thence running South 35 1/2° East one (1) rod and fifteen (15) links to the top of the bank, same course one (1) rod and eighteen (18) links across the winter road, so-called, as it existed on May 8, 1846, to a stake; thence South 64° West on the southeasterly side of said winter road as it existed on May 8, 1846, eleven (11) rods and fifteen (15) links to the northeasterly line of land formerly of Noah Rideout, being parcel numbered 4 hereinafter described and conveyed; thence on said land formerly of Noah Rideout North 35 1/2° West twelve (12) rods and eight (8) links to the stream; thence northeasterly following the shore of the natural stream and pond, including the southeasterly end of the dam as it existed on May 8, 1846, to the first mentioned bound.

2. A certain lot or parcel of land, bounded and described as follows: Beginning at the first mentioned bound of the above described parcel of land numbered 1 hereto; thence following the shore of the pond North about 40° East ten (10) rods to a hemlock tree spotted on three sides; thence South 35 1/2° East sixteen (16) rods to a stake marked on four sides; thence South 41° West ten (10) rods to a stake; thence North 35 1/2° West about sixteen (16) rods to the first mentioned bound, containing one (1) acre, more or less.

3. A certain lot or parcel of land, bounded and described as follows: Beginning on the southeasterly side of the stream (which empties out of Long Pond) at the point where the line between land formerly of Noah Rideout and land formerly of Ambrose Rideout comes to the stream about six (6) or seven (7) rods below the sawmill as it existed on May 8, 1846; thence on a course North 35 1/2° West across the stream to a large rock or ledge at the edge of the water on the northwest side of said stream; thence North 22° East across a point of land to the water in Long Pond above its outlet; thence southeasterly to the point of land across the pond which forms the upper part of the Basin, so-called, or mill pond as it existed on May 8, 1846; thence following the shore of the Basin or mill pond on the southeasterly side thereof down to and by the southerly end of the dam as it existed on May 8, 1846 to the first mentioned bound.

4. A certain lot or parcel of land, bounded and described as follows: Beginning at the water on the stream at the first named boundary of the last described parcel of

land and numbered 2 herein; thence running on the line between land formerly of Noah Rideout and land formerly of Ambrose Rideout, said line forming a boundary line of parcel numbered 1 herein, South 35 1/2° East eight (8) rods and eight (8) links to a stake; thence South 64° West fourteen (14) rods to a stake on the southerly side of the winter road, so-called, as it existed on May 8, 1846, in a small brook which crosses said road; thence North 35 1/2° West about four (4) rods to the stream before named; thence northeasterly by the stream to the first mentioned bound.

Parcels numbered 1 to 4 inclusive herein are the same premises which Noah Rideout, Ambrose Rideout, and Mark Rideout conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by warranty deed dated May 8, 1846 and recorded in Hancock County Registry of Deeds in Book 78, Page 449.

Also hereby conveying any and all water rights and privileges appurtenant to the above four described parcels and as more particularly described in said deed recorded in said Registry of Deeds in Book 78, Page 449.

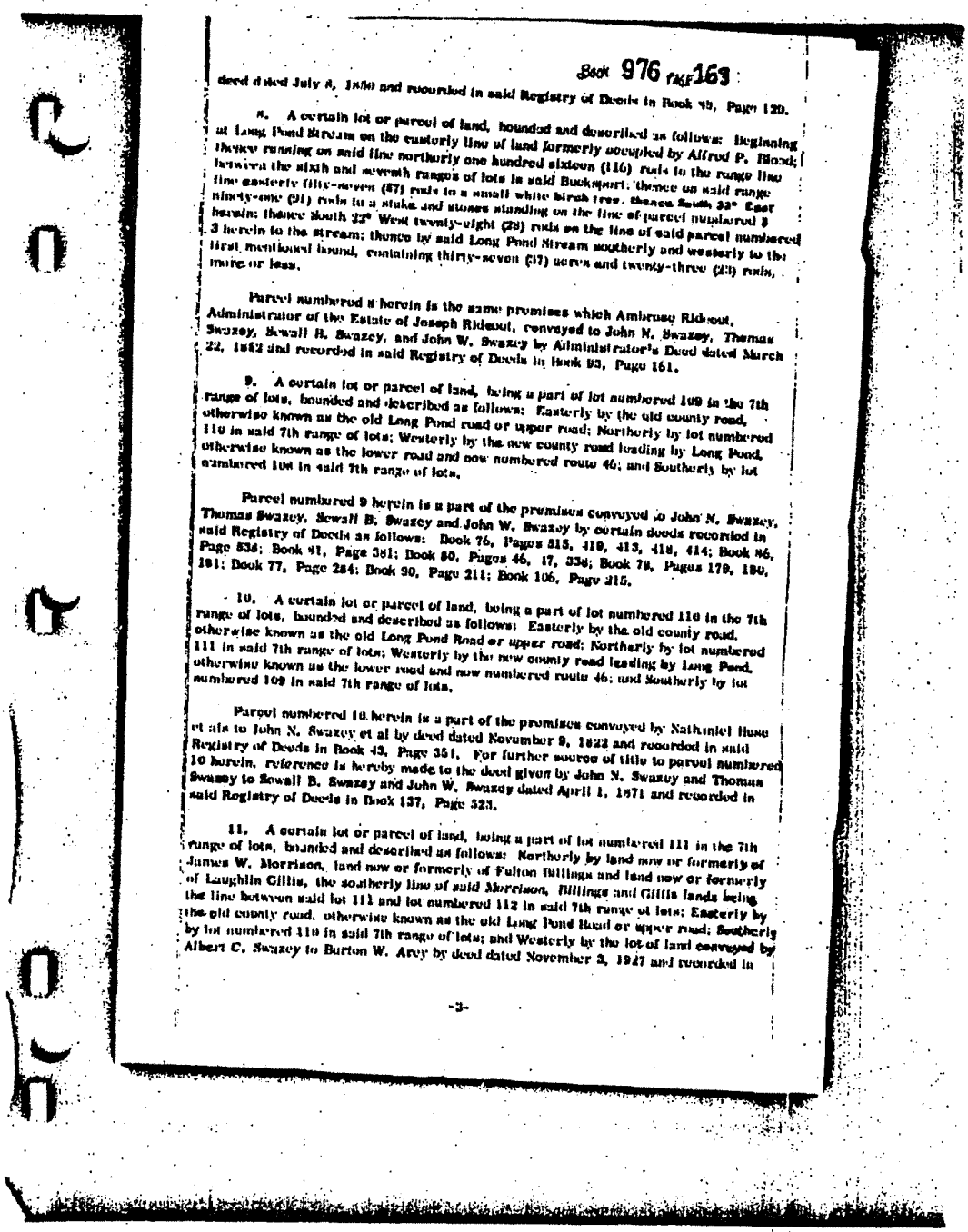
5. A certain lot or parcel of land, bounded and described as follows: Beginning at a stake on the easterly side of the winter road, so-called, about three (3) rods from the shore of the mill pond at the foot of Long Pond, said stake marking the south-easterly corner of parcel numbered 1 herein; thence running on the easterly side of said road along parcel numbered 1 herein eleven (11) rods and fifteen (15) links on a course South 64° West to land formerly of Noah Rideout; thence by said land formerly of Noah Rideout South 35 1/2° East nineteen (19) rods to a stake; thence North 41° East twelve (12) rods to a stake at the southwesterly corner of parcel numbered 2 herein; thence North 35 1/2° West sixteen (16) rods to the first mentioned bound, containing one (1) acre and forty-one (41) rods, more or less.

6. A certain lot or parcel of land, bounded and described as follows: Beginning at a hemlock tree by the mill pond before named, said hemlock tree marking the north-easterly corner of parcel numbered 2 herein; thence by said pond two (2) rods to land formerly of Mark Rideout; thence South 35 1/2° East by said Mark Rideout's land sixteen (16) rods to a stake; thence South 41° West two (2) rods to a stake, said stake marking the southeasterly corner of parcel numbered 2 herein; thence North 35 1/2° West by said parcel numbered 2 herein sixteen (16) rods to the first mentioned bound, containing thirty-two (32) rods, more or less.

Parcels numbered 5 and 6 herein are the same premises which Ambrose Rideout conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by warranty deed dated July 9, 1850 and recorded in said Registry of Deeds in Book 98, Page 128.

7. A certain lot or parcel of land, bounded and described as follows: Beginning at a stake standing on the southerly side of the winter road, so-called, which leads from the foot of Long Pond to Moose Horn, so-called, in a brook which crosses said road and at the place which forms the most southerly boundary of parcel numbered 4 herein; thence running North 36° East fourteen (14) rods by said parcel numbered 4 herein to a stake standing on the original dividing line between land formerly of Noah Rideout and land formerly of Ambrose Rideout; thence South 35 1/2° East twelve (12) rods to a stake beside a small brook on said line; thence South 85° West sixteen (16) rods to the first mentioned bound, containing ninety (90) rods, more or less.

Parcel numbered 7 herein is the same premises which Noah Rideout conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by warranty



deed dated July 8, 1880 and recorded in said Registry of Deeds in Book 49, Page 120.

8. A certain lot or parcel of land, bounded and described as follows: Beginning at Long Pond Stream on the easterly line of land formerly occupied by Alfred P. Blood; thence running on said line northerly one hundred sixteen (116) rods to the range line between the sixth and seventh ranges of lots in said Buckspurt; thence on said range line easterly fifty-seven (57) rods to a small white birch tree, thence South 33° East ninety-one (91) rods to a stake and stones standing on the line of parcel numbered 3 herein; thence South 22° West twenty-eight (28) rods on the line of said parcel numbered 3 herein to the stream; thence by said Long Pond Stream southerly and westerly to the first mentioned bound, containing thirty-seven (37) acres and twenty-three (23) rods, more or less.

Parcel numbered 8 herein is the same premises which Ambrose Rideout, Administrator of the Estate of Joseph Rideout, conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by Administrator's Deed dated March 22, 1882 and recorded in said Registry of Deeds in Book 93, Page 161.

9. A certain lot or parcel of land, being a part of lot numbered 109 in the 7th range of lots, bounded and described as follows: Easterly by the old county road, otherwise known as the old Long Pond road or upper road; Northerly by lot numbered 110 in said 7th range of lots; Westerly by the new county road leading by Long Pond, otherwise known as the lower road and now numbered route 46; and Southerly by lot numbered 108 in said 7th range of lots.

Parcel numbered 9 herein is a part of the premises conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey and John W. Swazey by certain deeds recorded in said Registry of Deeds as follows: Book 76, Pages 315, 410, 413, 418, 414; Book 86, Page 536; Book 91, Page 381; Book 80, Pages 46, 17, 336; Book 78, Pages 179, 180, 181; Book 77, Page 284; Book 90, Page 211; Book 106, Page 215.

10. A certain lot or parcel of land, being a part of lot numbered 110 in the 7th range of lots, bounded and described as follows: Easterly by the old county road, otherwise known as the old Long Pond Road or upper road; Northerly by lot numbered 111 in said 7th range of lots; Westerly by the new county road leading by Long Pond, otherwise known as the lower road and now numbered route 46; and Southerly by lot numbered 109 in said 7th range of lots.

Parcel numbered 10 herein is a part of the premises conveyed by Nathaniel Huse et als to John N. Swazey et al by deed dated November 9, 1822 and recorded in said Registry of Deeds in Book 43, Page 351. For further source of title to parcel numbered 10 herein, reference is hereby made to the deed given by John N. Swazey and Thomas Swazey to Sewall B. Swazey and John W. Swazey dated April 1, 1871 and recorded in said Registry of Deeds in Book 137, Page 523.

11. A certain lot or parcel of land, being a part of lot numbered 111 in the 7th range of lots, bounded and described as follows: Northerly by land now or formerly of James W. Morrison, land now or formerly of Fulton Billings and land now or formerly of Laughlin Gillis, the southerly line of said Morrison, Billings and Gillis lands being the line between said lot 111 and lot numbered 112 in said 7th range of lots; Easterly by the old county road, otherwise known as the old Long Pond Road or upper road; Southerly by lot numbered 110 in said 7th range of lots; and Westerly by the lot of land conveyed by Albert C. Swazey to Burton W. Arey by deed dated November 3, 1947 and recorded in

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said Registry of Deeds in Book 618, Page 27, said Arey land having previously been conveyed by John N. Swazey to Larator Witham by deed dated April 2, 1873 and recorded in said Registry of Deeds in Book 144, Page 312.

Parcel numbered 11 herein is a part of the premises which Ebenezer and Levi Eldridge conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey and John W. Swazey by deed dated February 20, 1847 and recorded in said Registry of Deeds in Book 83, Page 302.

Excepting and reserving to the grantor herein, his heirs and assigns, that part of lot numbered 111 in the 7th range of lots in said Bucksport, bounded and described as follows: Beginning on the line between said lot 111 and lot 112 in said 7th range of lots at the most easterly corner of the lot of land conveyed by Albert C. Swazey to Burton W. Arey by deed dated November 3, 1927 and recorded in said Registry of Deeds in Book 618, Page 27; thence southeasterly on said line between said lots 111 and 112 and along land now or formerly of James W. Morrison to a point distant two (2) rods northwesterly from the westerly bank of Mooseborn Stream; thence southerly on a line parallel to said stream and distant two (2) rods northwesterly from the westerly bank of said stream a distance of thirty (30) rods to a point; thence northwesterly on a line parallel to the line between said lots 111 and 112 to the land conveyed to said Burton W. Arey as aforesaid; thence northeasterly by said Arey land to the point of beginning.

Also reserving to the grantor herein, his heirs and assigns, a right of way in common with the grantee herein, its successors and assigns, over a strip of land twenty-five (25) feet wide and extending from Route 46 southeasterly and northeasterly along the southwesterly and southeasterly boundaries of the lot of land conveyed by Albert C. Swazey to Burton W. Arey by deed dated November 3, 1927 and recorded in said Registry of Deeds in Book 618, Page 27, to the above reserved lot.

For further source of title to parcels numbered 1 to 11 inclusive herein, reference is hereby made to the following:

Thomas Swazey conveyed all his right, title and interest in and to said parcels to Sewall B. Swazey and John W. Swazey by deed dated January 7, 1876 and recorded in said Registry of Deeds in Book 154, Page 81.

Said John N. Swazey died testate prior to May, 1874, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the May Term, 1874, he devised his interest in said parcels, in equal shares, to his seven sons, Sewall B. Swazey, John W. Swazey, Thomas H. Swazey, Arthur Swazey, Edward Swazey, Alfred Swazey, and Frederic R. Swazey. Said Frederic R. Swazey died testate prior to June, 1875, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the June Term, 1875, he devised all of his estate to his wife, Annie (sometimes called Ann) L. Swazey.

By deed dated January 26, 1876 and recorded in said Registry of Deeds in Book 154, Page 81, Thomas H. Swazey, Edward Swazey, Alfred Swazey, Arthur Swazey, and Ann (Annie) L. Swazey conveyed their respective interests in said parcels to Sewall B. Swazey and John W. Swazey.

By deed dated December 9, 1885 and recorded in said Registry of Deeds in Book 235, Page 212, Sewall B. Swazey conveyed all his right, title and interest in and to said parcels to John W. Swazey.

12. A certain lot or parcel of land, being a part of lot numbered 117 in the 7th range of lots, bounded and described as follows: Beginning on the westerly side of the County Road (sometimes referred to as the upper road) which passes from East River through Long Pond settlement on the side line which separates lots numbered 116 and 117 in the 7th range of lots; thence running westerly on said side line, it being the southerly side line of lot numbered 117, across Long Pond, so-called, about two hundred (200) rods to the range line which separates the 6th and 7th ranges of lots; thence northerly on said range line about fifty (50) rods to the southerly side line of lot numbered 118; thence easterly about two hundred (200) rods on said last named side line to the County Road before mentioned; thence by said road southerly about fifty (50) rods across the width of said lot numbered 117 to the first mentioned bound, containing fifty (50) acres, more or less.

Parcel numbered 12 herein is the same premises which Robert Littlefield conveyed to John N. Swasey by deed dated November 8, 1854 and recorded in said Registry of Deeds in Book 100, Page 253.

13. A certain lot or parcel of land, being a part of lot numbered 118 in the 7th range of lots, bounded and described as follows: Beginning on the westerly side of the County Road (sometimes referred to as the upper road) which leads through Long Pond settlement, so-called, on the side line between the lots in the 7th range of lots numbered 117 and 118; thence westerly on said side line across Long Pond about two hundred (200) rods to the 7th range line; thence northerly on said range line about fifty (50) rods across lot numbered 118 to its northerly corner; thence easterly on the line between lots numbered 118 and 119 across Long Pond about two hundred (200) rods to said County Road, thence southerly on the westerly side of said road about fifty (50) rods across the width of said lot numbered 118 to the first mentioned bound.

Parcel numbered 13 herein is a part of the same premises which Samuel P. Haynes conveyed to John N. Swasey and Thomas Swasey by deed dated July 26, 1852 and recorded in said Registry of Deeds in Book 102, Page 307.

Excepting from said parcel numbered 13 herein that part thereof which John N. Swasey and Thomas Swasey conveyed to Mary T. Gray by deed dated April 30, 1864 and recorded in said Registry of Deeds in Book 136, Page 148.

Said Thomas Swasey conveyed his interest in parcel numbered 13 herein to John N. Swasey by deed dated April 16, 1867 and recorded in said Registry of Deeds in Book 127, Page 451.

14. A certain lot or parcel of land, being a part of lot numbered 116 in the 7th range of lots, bounded and described as follows: Beginning sixty-seven (67) rods westerly from the County Road (sometimes referred to as the upper or old Long Pond road) on the side line of lots numbered 116 and 117 at the corner of a divisional line fence built by Ambrose or Mark Rideout and John N. Swasey; thence North 28° West along the side line of lots numbered 116 and 117 about sixty-seven (67) rods to Long Pond; thence southerly by said pond to the lot of land conveyed by Joseph Rideout et als to Ambrose Rideout by deed dated May 28, 1857 and recorded in said Registry of Deeds in Book 129, Page 39; thence along said land conveyed to said Ambrose Rideout by said deed recorded in said Registry of Deeds in Book 129, Page 39, about sixty-seven (67) rods to said line fence; thence by said fence about North 62° East to the place of beginning.

Parcel numbered 14 herein is the same premises conveyed to John N. Swasey by

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two certain deeds, one from Benjamin Wheeler dated April 4, 1862 and recorded in said Registry of Deeds in Book 114, Page 338, and the other from Mark Rideout dated June 21, 1867 and recorded in said Registry of Deeds in Book 137, Page 560.

Said John N. Swazey died testate prior to May, 1874, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the May Term, 1874, he devised parcels numbered 12, 13 and 14, in equal shares, to his seven sons, Sewall H. Swazey, John W. Swazey, Thomas H. Swazey, Arthur Swazey, Edward Swazey, Alfred Swazey, and Frederic R. Swazey. Said Frederic R. Swazey died testate prior to June, 1875, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the June Term, 1875, he devised all of his estate to his wife, Annie (sometimes called Ann) L. Swazey.

By deed dated February 6, 1886 and recorded in said Registry of Deeds in Book 235, Page 214, Sewall H. Swazey, Thomas H. Swazey, Edward Swazey, Alfred Swazey, Arthur Swazey, and Ann (Annie) L. Swazey conveyed their respective interests in said parcels numbered 12, 13 and 14 to John W. Swazey.

For further source of title to parcels numbered 1 to 14 inclusive herein, reference is hereby made to the following:

John W. Swazey conveyed an undivided half interest in said parcels numbered 1 to 14 inclusive to his son, Albert C. Swazey, by deed dated March 20, 1869 and recorded in said Registry of Deeds in Book 241, Page 264.

15. A certain lot or parcel of land, bounded and described as follows: Beginning on the southwesterly side of the road that leads from Long Pond settlement to the Dedham Tannery at a stake and stones on the 7th range line; thence running southwesterly on said range line eighty-five (85) rods, more or less, to the original corner of lot numbered 162 in the 7th range; thence southeasterly on the southerly line of said lot numbered 162 to the road leading to the Doane place, so-called; thence on the northwesterly line of said road eighty-five (85) rods, more or less, to the corner of a branch road that leads to the Dedham Tannery; thence westerly on the southerly side of said road to the 7th range line where it crosses said road, being the place of beginning.

16. A certain lot or parcel of land, being a part of lot numbered 143 in the 6th range of lots, bounded and described as follows: Beginning on the southwesterly side of the road leading from Long Pond settlement to Dedham Tannery at a stake and stones standing on the 7th range line where it crosses said road; thence running northwesterly on the side line of said road to the boundary of the land conveyed by John N. Swazey et als to Rowland E. Davis by deed dated September 23, 1865 and recorded in said Registry of Deeds in Book 125, Page 292, said Davis property now being owned by Kenneth B. Dresser and R. Isabel Dresser; thence running southwesterly by the line of land conveyed to said Rowland E. Davis as aforesaid and continuing on parallel with the range line to a large brook which runs through a part of lot numbered 143 in the 6th range; thence across said brook from two (2) to five (5) rods to a stake and stones; thence southeasterly on a line at a right angle to the last named line two (2) to four (4) rods to the brook aforesaid; thence southeasterly following the course of the brook to the 7th range line to a stake and stones; thence northeasterly on said range line to the stake and stones at the road and place of beginning.

For title to parcels numbered 15 and 16 herein, reference is hereby made to a certain mortgage given by Hiram E. Johnson et als to John N. Swazey, Thomas Swazey,

Sewall B. Swazey, and John W. Swazey dated March 29, 1872 and recorded in said Registry of Deeds in Book 113, Page 211. Edward Swazey, Executor of the Estate of John N. Swazey, William D. Swazey, Executor of the Estate of Thomas Swazey, and Sewall B. Swazey, in his individual capacity, assigned their interests in said mortgage to John W. Swazey by assignment recorded in said Registry of Deeds in Book 216, Page 254, and said John W. Swazey foreclosed said mortgage by peaceable entry in the presence of two witnesses, the Certificate of Foreclosure being recorded in said Registry of Deeds in Book 205, Page 272.

Said John W. Swazey died testate on April 14, 1897, and by the terms of his Last Will and Testament, he devised his remaining one half interest in and to said parcels numbered 1 to 14 inclusive and all of parcels numbered 15 and 16 herein to his son Albert C. Swazey.

Said Albert C. Swazey died testate on May 2, 1940, and by the terms of his Last Will and Testament, he devised one half of the net income of his estate to his wife, May D. Swazey, during her lifetime and the other one half of the net income of his estate to his son, Albert D. Swazey, and at the death of May D. Swazey all of the residue of his estate, including parcels numbered 1 to 16 inclusive herein, to his son, Albert D. Swazey, the grantor herein. Said May D. Swazey died on October 16, 1946.

Excepting from parcels numbered 12, 13 and 14 herein, those parts thereof conveyed by Albert D. Swazey by the following deeds: One to Ralph E. and Margaret K. Harriman dated January 19, 1957 and recorded in said Registry of Deeds in Book 866, Page 429; another to Charles W. and Ethel M. Kimball dated January 19, 1957 and recorded in said Registry of Deeds in Book 796, Page 216; another to James H. and Esther H. Davis dated January 19, 1957 and recorded in said Registry of Deeds in Book 798, Page 198; another to Lewis L. and Florence A. Gray dated January 19, 1957 and recorded in said Registry of Deeds in Book 962, Page 38; another to George H. and Daisey E. Wasson dated January 19, 1957 and recorded in said Registry of Deeds in Book 801, Page 153; and another to Richard O. Shute dated September 15, 1955 and recorded in said Registry of Deeds in Book 774, Page 527, but hereby specifically conveying the flowage rights as reserved by said Albert D. Swazey in all of the above deeds.

17. A certain lot or parcel of land, being a part of lot numbered 145 in the 6th range of lots, bounded and described as follows: Southwesterly by the Northeasterly line of lot numbered 146 in the 6th range of lots in said Bucksport; Southeasterly by the 7th range line; Northeasterly by parcel numbered 16 herein and by the land conveyed to Kenneth B. and R. Isabel Dresser by Charlotte N. Jordan by deed dated August 28, 1953 and recorded in said Registry of Deeds in Book 758, Page 63; and Northwesterly by the natural stream that flows into Long Pond as said stream existed prior to the erection of any dam at the foot of said pond.

For title to parcel numbered 17 herein, reference is hereby made to the following deeds: One given by Elijah T. Fitts and George W. Thompson, Administrators of the Estate of Roswell Fitts, to John N. Swazey dated November 13, 1918 and recorded in said Registry of Deeds in Book 88, Page 199, and another given by William B. Bannister and Ebenezer Rose, Executors of the Will of Moses Brown, to John W. Swazey dated September 17, 1852 and recorded in said Registry of Deeds in Book 96, Page 270, said parcel numbered 17 being a part of the premises described in said deeds.

For further source of title to parcel numbered 17 herein, reference is hereby

made to the following:

By deed dated December 27, 1855 and recorded in said Registry of Deeds in Book 134, Page 493, said John N. Swazey conveyed to Thomas Swazey, Sewall B. Swazey, and John W. Swazey two thirds (2/3) interest in common and undivided in and to the premises described in said deed recorded in said Registry of Deeds in Book 85, Page 199.

Thomas Swazey conveyed all his right, title and interest in and to said parcel numbered 17 to Sewall B. Swazey and John W. Swazey by deed dated January 7, 1876 and recorded in said Registry of Deeds in Book 154, Page 81.

Said John N. Swazey died testate prior to May, 1874, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the May Term, 1874, he devised his interest in said parcel numbered 17 in equal shares to his seven sons, Sewall B. Swazey, John W. Swazey, Thomas H. Swazey, Arthur Swazey, Edward Swazey, Alfred Swazey, and Frederic R. Swazey. Said Frederic R. Swazey died testate prior to June, 1875, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the June Term, 1875, he devised all of his estate to his wife, Annie (sometimes called Ann) L. Swazey.

By deed dated January 26, 1876 and recorded in said Registry of Deeds in Book 154, Page 84, Thomas H. Swazey, Edward Swazey, Alfred Swazey, Arthur Swazey, and Ann (Annie) L. Swazey conveyed their respective interests in said parcel numbered 17 to Sewall B. Swazey and John W. Swazey.

By deed dated December 9, 1885 and recorded in said Registry of Deeds in Book 238, Page 212, Sewall B. Swazey conveyed all his right, title and interest in and to said parcel numbered 17 to John W. Swazey.

John W. Swazey, owner of said parcel numbered 17 by virtue of the above deeds and the deed recorded in said Registry of Deeds in Book 86, Page 376, died testate on April 14, 1897 and by the terms of his Last Will and Testament, he devised said parcel numbered 17 to his son, Albert C. Swazey.

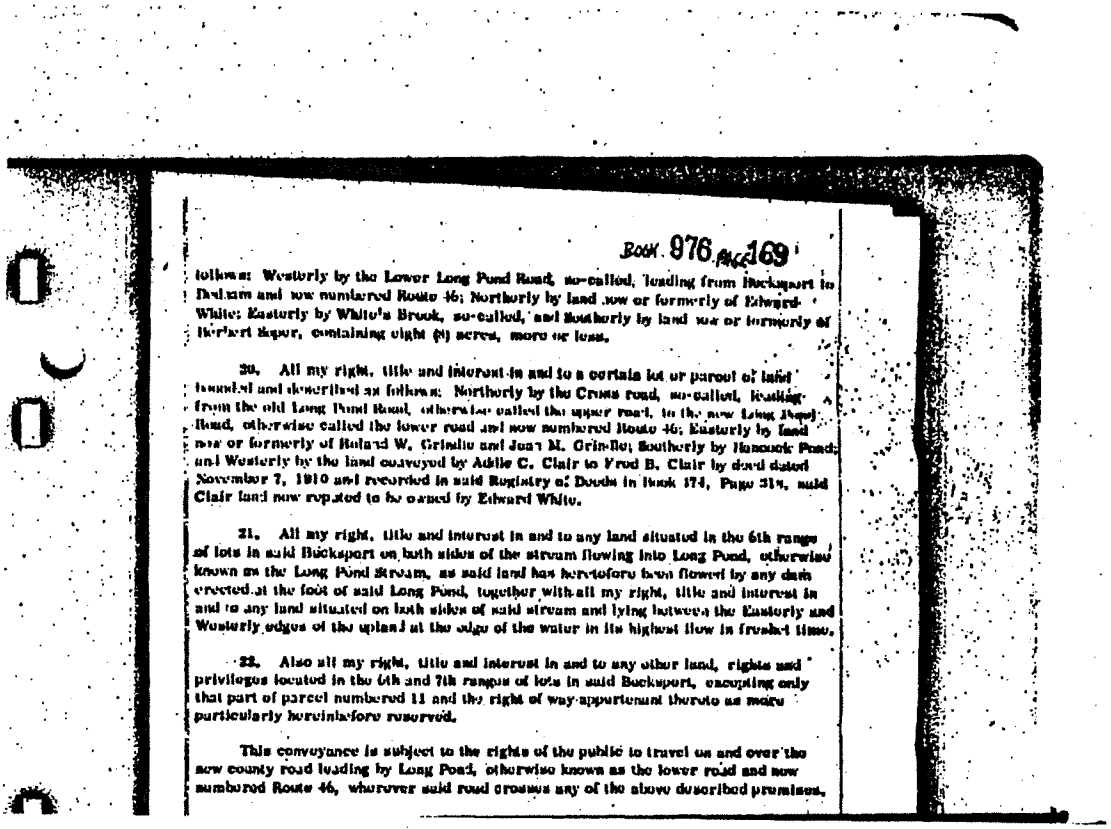
For further source of title to parcel 17 herein, reference is hereby made to the will of Albert C. Swazey as hereinbefore recited.

18. All my right, title and interest in and to a certain lot or parcel of land bounded and described as follows: Being that portion of lot numbered 149 in the 6th range of lots in Bucksport which was flowed on December 1, 1880 by the dam at the foot of Long Pond.

Parcel numbered 18 herein is the same premises conveyed by Otis M. Small to John W. Swazey by deed dated December 1, 1880 and recorded in said Registry of Deeds in Book 175, Page 40.

For further source of title to parcel 18 herein, reference is hereby made to the wills of John W. Swazey and Albert C. Swazey, as hereinbefore recited.

19. All my right, title and interest in and to a certain lot or parcel of land, being a part of lot numbered 95 in the 7th range of lots, bounded and described as



follows: Westerly by the Lower Long Pond Road, so-called, leading from Bucksport to Dedham and now numbered Route 46; Northerly by land now or formerly of Edward White; Easterly by White's Brook, so-called, and Southerly by land now or formerly of Herbert Esper, containing eight (8) acres, more or less.

20. All my right, title and interest in and to a certain lot or parcel of land bounded and described as follows: Northerly by the Cross road, so-called, leading from the old Long Pond Road, otherwise called the upper road, to the new Long Pond Road, otherwise called the lower road and now numbered Route 46; Easterly by land now or formerly of Roland W. Grindle and Joan M. Grindle; Southerly by Hancock Pond; and Westerly by the land conveyed by Adile C. Clair to Fred B. Clair by deed dated November 7, 1910 and recorded in said Registry of Deeds in Book 174, Page 314, said Clair land now reputed to be owned by Edward White.

21. All my right, title and interest in and to any land situated in the 6th range of lots in said Bucksport on both sides of the stream flowing into Long Pond, otherwise known as the Long Pond Stream, as said land has heretofore been flowed by any dam erected at the foot of said Long Pond, together with all my right, title and interest in and to any land situated on both sides of said stream and lying between the Easterly and Westerly edges of the upland at the edge of the water in its highest flow in freshet time.

22. Also all my right, title and interest in and to any other land, rights and privileges located in the 6th and 7th ranges of lots in said Bucksport, excepting only that part of parcel numbered 11 and the right of way appurtenant thereto as more particularly hereinbefore reserved.

This conveyance is subject to the rights of the public to travel on and over the new county road leading by Long Pond, otherwise known as the lower road and now numbered Route 46, wherever said road crosses any of the above described premises.

[redacted] a certain lot or parcel of land with the improvements thereon situate in the Town of Bucksport, County of Hancock, State of Maine more particularly described as follows:

Beginning at an iron rod set on the northwesterly line of State Route 46, in said Bucksport, which iron rod marks the southerly-most corner of land described in a deed from Edward C. Wight to Ralph Harriman et al, recorded in Hancock County Registry of Deeds, Volume 793, Page 773; thence South thirty-seven degrees, four minutes, thirty seconds West (S 37-04-30 W) by and along the northwesterly line of State Route 46, a distance of one hundred ninety-five and zero tenths feet (195.0') to an angle in said highway line; thence South forty-one degrees, forty-five minutes, zero seconds West (S 41-45-00 W) by and along the northwesterly line of State Route 46, a distance of one hundred five and nine tenths feet (105.9') to an iron rod set; thence North forty-seven degrees, forty-four minutes, zero seconds West (N 47-44-00 W) a distance of one hundred twelve and zero tenths feet (112.0') to an iron rod set; thence continuing on the same course North forty-seven degrees, forty-four minutes, zero seconds West (N 47-44-00 W) a distance of thirty-five feet (35'), more or less, to low water line of Long Pond; thence northeasterly by and along low water line of Long Pond, a distance of three hundred twelve feet (312'), more or less, to the westerly-most corner of land described in the deed from Wight to Harriman et al, recorded as aforesaid in Volume 793, Page 773; thence South forty-seven degrees, forty-four minutes, zero seconds East (S 47-44-00 E) by and along the southwesterly line of said Harriman lot, a distance of four and zero tenths feet (4.0') to an iron rod set; thence continuing on the same course South forty-seven degrees, forty-four minutes, zero seconds East (S 47-44-00 E) by and along the southerly line of said Harriman lot, a distance of sixty-eight and zero tenths feet (68.0') to the point of beginning, enclosing 0.69 acres.

RESERVING to this grantor, and its successors and assigns, the right to construct, maintain, repair, and operate the dam or a new dam upon the portion of the above-described premises at or near the site of the old Swazey mill dam.

ALSO RESERVING the right to flow the above described premises to an elevation of seventy (70) feet above mean sea level as the same may be flowed by the dam now existing or to be built on the old Swazey mill site, so-called, at the foot of Long Pond, or by a dam at or near the site of said dam.

The within described lot is a portion of parcel one, parcel two, parcel five, and parcel six described in a deed from Albert D. Swazey to St. Regis Paper Company dated January 11, 1965, recorded in Hancock County Registry of Deeds, Volume 976, Page 161.

Bearings referenced herein are oriented to true north based upon a survey of the within described lot by FLIGGA & DAY, Land Surveyors.

[redacted]

SCHEDULE A -17

MAINE REAL ESTATE TRANSFER TAX PAID

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock, and State of Maine, being a portion of Lot 118, Range 7 in said Bucksport, situated on the southeasterly shore of Long Pond adjoining land of the Grantees herein, bounded and described as follows, to wit:

Beginning at an iron pipe driven into the ground about ten feet from the high water mark of Long Pond on the northeasterly line of land of the Grantees herein, said parcel being described in a deed from Albert D. Swazey to George H. Wasson, et al., recorded in the Hancock County Registry of Deeds in Book 804 at Page 153; thence N 44° 11' 45" W about 10 feet to low water mark of Long Pond; thence northerly and northeasterly along the low water mark of said Long Pond about 158 feet to a point; thence S 53° 34' 15" E about 70 feet to an iron rod driven into the ground on the northeasterly line of the Grantor herein and on the line of land conveyed by said Albert D. Swazey to Richard O. Chute by deed recorded in the said Hancock County Registry of Deeds in Book 774, at Page 527; thence continuing on the last bearing a distance of 192.7 feet to an iron pipe set in the northwesterly side of the right-of-way of State Route 46; thence S 36° 31' 00" W along the northwesterly side of the right-of-way of said Route 46 a distance of 199.2 feet to an iron rod set in the ground marking the easterly corner of the Grantees herein; thence N 44° 11' 45" W a distance of 269.4 feet to the point of beginning, containing 1.16 acres, more or less.

All bearings are based on true North. This description is based on a survey by Plisga & Day, land surveyors, dated March 19, 1984.

EXCEPTING and RESERVING, however, the right to flow the above described premises to an elevation of seventy (70) feet above mean sea level as the same may be flowed by the dam now existing or to be built on the old Swazey mill site, so-called, at the foot of Long Pond, or by a dam at or near the site of said dam.

[redacted] reference may be had to a deed of Albert D. Swazey to St. Regis Paper Company dated January 19, 1965, and recorded in Volume 976, Page 161 of the Hancock County Registry of Deeds being a portion of Parcel 11 as conveyed therein. Champion International Corporation is the successor by merger to St. Regis Paper Company.

[redacted]

SCHEDULE A-18

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine, being a portion of Lot 118, Range 7 in said Bucksport, and being the only island in Long Pond, containing, by estimation, 0.25 acre,

EXCEPTING and RESERVING, however, the right to flow the above described premises to an elevation of seventy (70) feet above mean sea level as the same may be flowed by the dam now existing or to be built on the old Swazey mill site, so-called, at the foot of Long Pond, or by a dam at or near the site of said dam.

[redacted] reference may be had to a deed of Albert D. Swazey to St. Regis Paper Company dated January 19, 1965, and recorded in Volume 976, Page 161 of the Hancock County Registry of Deeds being a portion of Parcel 13 as conveyed therein. Champion International Corporation is the successor by merger to St. Regis Paper Company.

[redacted]

SCHEDULE A-19

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine, bounded and described as follows, to wit:-

Being a portion of Lots 110 and 111 in the Seventh Range of lots in said town and lying on the easterly side of Route 46 and being further described as follows:

Beginning at an rebar driven into the ground on the easterly sideline of said Route 46 at the westerly corner of a parcel of land in Lot 111, Range 7, conveyed by Stanwood C. Tingley, Trustee of K-T-L Realty Trust to Betty Ann Turnbull by Bond for a Deed recorded in the Hancock County Registry of Deeds in Book 1014, at Page 167; thence S 47°-17'-45" E a distance of 248.5 feet along a spotted line painted yellow and along land now of formerly of Betty Ann Turnbull to a rebar driven into the ground; thence N 42°-37'-30" E a distance of 389.2 feet along a spotted line painted yellow and along land now or formerly of Betty Ann Turnbull to a rebar driven into the ground; thence S 47°-22'-30" E a distance of 111.9 feet along a spotted line painted yellow and along land now or formerly of Fulton Billings et ux to a rebar driven into the ground; thence S 42°-37'-30" W a distance of 273.6 feet more or less along land of said Fulton Billings et ux to a point; thence S 47°-22'-30" E a distance of 467.1 feet along land of the said Fulton Billings et ux to a rebar driven into the ground at a point 2 rods from the high water mark of Moosehorn Stream; thence southeasterly, southerly, northeasterly and northerly along a line 2 rods distant from the high water mark of said Moosehorn Stream and parallel with raid Stream and along land of the said Fulton Billings et ux a distance of about 502 feet to a point on the northeasterly line of Lot 111, Range 7; thence S 47°-22'-30" E along the northeasterly line of said Lot 111, Range 7 and land of said Fulton Billings et ux about 76 feet to the thread of said Moosehorn Stream; thence southerly, southwesterly, northerly, and southwesterly along the thread of said Moosehorn Stream about 1,219 feet to a point in the center of said Moosehorn Stream; thence S 87°-47'-00"W about 63 feet to a rebar set on the westerly bank of Moosehorn Stream; thence continuing on same course along a spotted line painted blaze orange and along land of said Champion International Corporation a distance of 432.6 feet to a rebar driven into the ground at the easterly sideline of said Route 46; thence along the easterly sideline of said Route 46 a distance of 1,109.3 feet to the point of beginning, containing 15.41 acres, more or less.

The above description is prepared from a compilation of surveys done by Plisga & Day, land surveyors, in 1981, 1983 and October 1993. All bearings are based on true north as determined from solar observations.

Being a portion of the tenth and eleventh parcels in a deed from Albert D. Swasey to St. Regis Paper Company by deed dated January 11, 1965 and recorded in the Hancock County Registry of Deeds in Book 976, at Page 161.

[redacted] certain lots or parcels of land located in the Town of Bucksport, County of Hancock, State of Maine, more particularly described as follows:

Parcel One

Being a strip of land 200 feet in width, crossing portions of land of the Grantor herein located generally southerly of Thurston Pond, so called, and extending from the generally westerly bound of the Grantor, easterly to the generally easterly bound of the Grantor, the northerly bound of said strip being parallel with and 75 feet northerly of a certain survey baseline and the southerly bound being parallel with and 125 feet southerly of the said survey baseline, said baseline being described as follows:

Beginning at the intersection of the said survey baseline and the town line between the Town of Orrington and the Town of Bucksport, also being the county line between the County of Penobscot and the County of Hancock, said point of intersection being shown on sheet #2 of a plan entitled "Line 60 Plan & Profile Survey Baseline Proposed 115 KV Transmission Corridor Orrington to Ellsworth", dated January 23, 1996 by Plisga & Day land surveyors, Project No. LINE60N2, said plan being on file at the Bangor Hydro-Electric Company Right-of-Way Department; said point of intersection being 126.75 feet, more or less, northerly of a stone monument marking the southeast corner of the Town of Orrington, also being the southeast corner of land conveyed by Carl G. Garland to Dale Henderson by deed dated October 25, 1984 and recorded at the Penobscot County Registry of Deeds in Book 3595, Page 3;

Thence S 81°-46'-47" E through the said lands of the Grantor herein a distance of 4,395.63 feet to the generally easterly bound of said lands and the generally westerly bound of land conveyed by the Inhabitants of the Town of Bucksport to Walter Davis by deed dated October 26, 1939 and recorded at the Hancock County Registry of Deeds in Book 668, Page 590, at a point on said westerly bound 91.04 feet, more or less, southwesterly of an iron pin marking the easternmost corner of the said land of the Grantor herein.

Bearings and distances are referenced to the East Zone of the Maine State Coordinate System, NAD 83. The northerly and southerly bounds of the above described 200 foot wide strip of land being extended or contracted as required to intersect the bounds of the land of the Grantor herein.

Containing 20.1 acres, more or less.

Said Parcel being bounded as follows:
- Northerly and Southerly by land of the Grantor herein
- Easterly by land now or formerly of Walter Davis
- Westerly by land now or formerly of Dale Henderson

Being portions of Parcels #2, #4, #5, #6, #7 and #8 of the premises conveyed by Bentley L. Barbour to St. Regis Paper Company by dated January 4, 1980, and recorded in the Hancock County Registry of Deeds in Book 1369, Page 28; said premises being shown as lots #164, #165 and #166 in the "short" range of lots as shown on the original lotting plan of the Town of Bucksport;

Parcel Two

Being a strip of land adjacent to and contiguous with a portion of the generally southwest bound of land of the Grantor herein located generally southerly of Long Pond, so called, and being a portion of lot 115 in the 7th range of lots as shown on the original lotting plan of the Town of Bucksport, the generally northeasterly bound of Parcel Two being parallel with and 75 feet northeasterly of the following described line that generally follows a survey baseline now located on the said land, said survey baseline being shown on sheet #6 of a survey plan entitled "Line 60 Plan & Profile Survey Baseline Proposed 115 KV Transmission Corridor Orrington to Ellsworth", dated January 23, 1996 by Plisga & Day, land surveyors, Project No. LINE60N2, said plan being on file at the Bangor Hydro-Electric Company Right-of-Way Department;

Beginning at the intersection of the said survey baseline and the generally southwest bound of the said land of the Grantor herein, said point of intersection being 342.60 feet, more or less, southeasterly of the western most corner of the Grantor herein, as measured along said southwest bound, said westernmost corner also being the northernmost corner of land conveyed by John C. Cochrane to John F. Pereira et als by deed dated October 20, 1986 and recorded at the said Registry of Deeds in Book 1606, Page 419; Thence N 86°-50'-33" E by and along said survey baseline a distance of 170.65 feet, more or less, to an angle point, said point being 125 feet northeasterly of the said southwest bound of the Grantor herein, as measured along a line perpendicular to said southwest bound; Thence S 46°-05'-58" E by and along said survey baseline a distance of 1,344.56 feet to a point on said survey baseline, said point being 10 feet westerly of a 1/2" iron rod located on said survey baseline near the top of a steep bank, as measured along said baseline; Thence turning and deflecting 44° to the left of the said survey baseline and extending generally easterly a distance of 150 feet, more or less, along a line that would pass through the southernmost corner of Parcel #4 of the Grantor herein, as said Parcel #4 is shown on a plan entitled "Survey Plan of Portions of St. Regis Paper Company Hancock Registry of Deeds Volume 976 - Page 161 State Route 46 - Bucksport, Maine", by

Plisga & Day Land Surveyors, dated March 19, 1984, Proj. No. 81074, to the thread of Moosehorn Stream. The northeasterly bound of the said strip being extended or contracted as required to intersect the bounds of the said lands of the Grantor herein.

The generally southwest bound of the said strip being described as follows:

Beginning at the intersection of the above described northeasterly bound and the southwesterly bound of Grantor herein, thence southeasterly by and along the said southwest bound a distance of 1,790 feet, more or less, to the easterly edge of Moosehorn Stream and the southernmost corner of land of the Grantor herein.

Bearings and distances are referenced to the East Zone of the Maine State Coordinate System, NAD 83.

Containing 7.7 acres, more or less.

Said Parcel being bounded as follows:
- Northerly and Westerly by land of the Grantor herein
- Easterly by land now or formerly of the Inhabitants of the Town of Bucksport, also being the thread of Moosehorn Stream
- Southerly by the said land of John F. Pereira et als.

Being a portion of Parcel #8 of the premises conveyed by Albert D. Swazey to St. Regis Paper Company by deed dated January 11, 1965, and recorded in the Hancock County Registry of Deeds in Book 976, Page 161;

Parcel Three

Being all that portion of land of the Grantor herein shown as Parcel #4 and Parcel #7 on the said plan entitled "Survey Plan of Portions of St. Regis Paper Company Hancock Registry of Deeds Volume 976 - Page 161 State Route 46 - Bucksport, Maine", by Plisga & Day Land Surveyors, dated March 19, 1984, Proj. No. 81074, lying southerly of the following described line:

Beginning at the intersection of the generally northeasterly bound of Parcel Two and the thread of Moosehorn Stream, said point of intersection being at or near the westernmost corner of Parcel #4 of the Grantor herein, Thence by and along the easterly extension of the generally northeast bound of Parcel Two a distance of 250 feet, more or less, to the generally westerly bound of Route 46, so-called.

Containing .18 acres, more or less.

Said Parcel being bounded as follows:
- Northerly by land of the Grantor herein.
- Easterly by Route 46.
- Southerly by land now or formerly of the Inhabitants of the Town of Bucksport.
- Westerly by land of the Grantor herein, also being the thread of Moosehorn Stream.

Being a portion of Parcels #4, and #7 of the premises conveyed by Albert D. Swazey to St. Regis Paper Company by deed dated January 11, 1965, and recorded in the Hancock

County Registry of Deeds in Book 976, Page 161;

Parcel Four

Beginning on the easterly bound of Route 46, at or near an iron rod with a surveyors cap inscribed L.S. 1151 1983, Town of Bucksport, St. Regis, said iron rod marking a northwest corner of land conveyed by Walter H. Snowman, Deputy Sheriff to the Inhabitants of the Town of Bucksport by Sheriff's Deed dated November 30, 1932 and recorded at the Hancock County Registry of Deeds in Book 640, Page 130, also being the generally southwest corner of the premises herein conveyed; thence S 47°-44'-00" E by and along the generally northerly bound of the said land of the Inhabitants of the Town of Bucksport a distance of 180 feet, more or less, to an iron rod with surveyors cap inscribed L.S. 1151 1983, Town of Bucksport, St. Regis, Edward Wright; said iron rod marking the generally southwest corner of land conveyed by Edward C. Wight to Edward C. Wight and Philip H. Wight, Sr. by deed dated October 28, 1986 and recorded at the said Registry of Deeds in Book 1608, Page 341; thence N 28°-16'-00" E by and along the generally westerly bound of the said land of Wight a distance of 417.4 feet, more or less, to an iron rod; thence N 47°-44'-00" W by and along a generally southerly bound of the said land of Wight a distance of 67 feet, more or less, to the generally easterly bound of Route 46, thence generally southerly by and along the said bound of Route 46 a distance of 403 feet, more or less, to the point of beginning.

Containing 1.15 acres, more or less.

Said Parcel being bounded as follows:
- Northerly and Easterly by land now or formerly of Edward C. Wight and Philip H. Wight, Sr.
- Southerly by land of the Town of Bucksport
- Westerly by Route 46.

Bearings and distances taken from the said plan entitled "Survey Plan of Portions of St. Regis Paper Company Hancock Registry of Deeds Volume 976 - Page 161 State Route 46 - Bucksport, Maine", by Plisga & Day Land Surveyors, dated March 19, 1984, Proj. No. 81074.

Being a portion of Parcel #2 and Parcel #5 of the premises conveyed by Albert D. Swazey to St. Regis Paper Company by deed dated January 11, 1965, and recorded at the Hancock County Registry of Deeds in Book 976, Page 161;

Parcel Five

Being a strip of land 200 feet in width located on land of the Grantor herein on the generally easterly side of Route 46, so called ,said land being shown as Parcel #12 and Parcel #14 on the said plan entitled "Survey Plan of Portions of St. Regis Paper Company Hancock Registry of Deeds Volume 976 - Page 161 State Route 46 - Bucksport, Maine", by Plisga & Day Land Surveyors, dated March 19, 1984, Proj. No. 81074. the generally northerly bound of the said strip being described as follows:

Beginning at the intersection of the generally easterly bound of Route 46, so called, and the southwest bound of said Parcel #14, said point being the westernmost corner of Parcel #14 and a northern corner of land conveyed by Edward C. Wight to Edward C. Wight and Philip H. Wight, Sr. by deed dated October 28, 1986 and recorded at the said Registry of Deeds in Book 1608, Page 341; Thence northeasterly through the said lands of the Grantor herein a distance of 1,790 feet, more or less, to the westernmost corner of land conveyed by Ruth Wardwell, as Executrix of the estate of Byron Colby, to Elsie C. Good by deed dated September 4, 1981 and recorded at the said Registry of Deeds in Book 1419, Page 308.

The generally southerly bound of the said strip being parallel with and 200 feet southerly of the above described generally northerly bound, said southerly bound being extended or contracted as required to intersect the bounds of the said lands of the Grantor herein.

Containing 8.2 acres, more or less.

Said Parcel being bounded as follows:
- Easterly by the said land of Elsie C. Good (now Elsie G. Mann).
- Northerly and Southerly by land of the Grantor herein.
- Westerly by the said land of Edward C. Wight and Philip H. Wight, Sr.

Being a portion of Parcel #12 and Parcel #14 of the premises conveyed by Albert D. Swazey to St. Regis Paper Company by deed dated January 11, 1965, and recorded in the Hancock County Registry of Deeds in Book 976, Page 161;

RESERVING, NEVERTHELESS, unto the Grantor, its, successors and assigns, the right to cross and recross said Parcels of land along all existing roads as may be necessary in using the property adjacent to said Parcels, and the right to construct new roads on said Parcels provided that: any new roads be constructed as nearly perpendicular, as is reasonably possible to the said Parcels, the nearest point of the travelled way is not to be within fifty (50) feet horizontally of any of the Grantee's facilities constructed or to be constructed on said Parcels; that such use will not prohibit the Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and that such use will not interfere with the Grantees ability to construct, maintain and operate overhead or underground utility lines on the Parcels of land herein conveyed. Furthermore, the Grantee, for itself and its successors and assigns agrees, by the acceptance of this deed, to give permission to the Grantor and its, successors and assigns to do such grading and filling in connection with the aforesaid uses as will not interfere with the utility line or lines to be constructed within said Parcels, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

BK2794PG355

GRANTOR hereby reserves unto itself, its successor and assigns, all trees timber, wood and forest products standing or downed, growing or to be grown upon the above-described land together with the right of ingress and egress for the purposes of harvesting same, for a term and period of thirty-six (36) months from and after the date execution hereof by Grantor, as evidenced below and upon the expiration of this thirty-six (36) month term, all such trees, timber, wood and forest products hereinabove described shall revert to, belong to and become the property of the Grantee, its successors and assigns.

SCHEDULE A-21

a certain lot or parcel of land situated on the northeasterly side of Route 15, otherwise known as the Bangor Road, River Road, or Shore Road, in the Town of Bucksport, County of Hancock and State of Maine, and being further bounded and described as follows:

Beginning on the said northeasterly side of Route 15 at an iron set in the ground at the northwesterly corner of land conveyed by Edwin S. Lovell to Webber Tanks, Inc. by Warranty Deed dated August 28, 1968 and recorded in the Hancock County Registry of Deeds in Book 1066, Page 405; thence running South 76° 47' East by the northeasterly line of said Webber Tanks, Inc. land a distance of 2665.7 feet to an old stone wall and land now or formerly of Robert B. Bennett; thence running North 14° 05' East by the northwesterly line of said Bennett land (said line being marked in part by said old stone wall), and by land of St. Regis Paper Company, said St. Regis Paper Company land being marked by a chain link fence and by land now or formerly of Helen Chipman, a distance of 701.0 feet to an iron pin set in the ground; thence running North 76° 08' West by said Chipman land, a distance of 1329.9 feet to the southeasterly corner of land conveyed by W. L. Hussey to Maine Seaboard Paper Company by Warranty Deed dated January 4, 1930 and recorded in said Registry of Deeds in Book 629, Page 86, and more recently conveyed to St. Regis Paper Company by Time, Incorporated by Deed dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434, said southeasterly corner being marked by the intersection of two fence lines; thence running North 76° 51' West by an old wire and rail fence marking the southwesterly side of said last mentioned St. Regis Paper Company land, a distance of 696.7 feet to an angle in the southwesterly line of said last mentioned St. Regis Paper Company land; thence running North 77° 28' West in part by an old stone wall and in part by said old wire and rail fence; being the southwesterly line of said last mentioned St. Regis Paper Company land a distance of 680.7 feet to a 3-inch iron pipe set in the ground; thence running South 77° 53' West by said St. Regis Paper Company land a distance of 333.6 feet to a 3-inch iron pipe set in the ground on the northeasterly side of said Route 15, said iron pipe being 40 feet South 18° East measured along the northeasterly side of said Route 15 from the southwesterly corner of land conveyed by St. Regis Paper Company to Laurence E. Alley et al by deed dated December 31, 1956 and recorded in said Registry of Deeds in Book 947, Page 26; thence running South 18° East by the northeasterly side of said Route 15, a distance of 500 feet to an angle in the northeasterly side of said Route 15; thence running South 14° 57' East by the northeasterly side of said Route 15 a distance of 155.1 feet to an iron pin set in the ground at the northwesterly corner of said Webber Tanks, Inc. land and the point of beginning.

This conveyance is made subject to an easement granted Maine Seaboard Paper Company by Evvie L. Lovell by deed dated July 18, 1930 and recorded in said Registry of Deeds in Book 630, Page 329.

being a part of the premises conveyed to the Grantor herein by the said Evvie L.

BOOK 1204 PAGE 292

Lovell by deed dated July 18, 1930 and recorded in said Registry of Deeds in Book 725, Page 289 and by deed from Gladys L. Homer to the Grantor herein and Mildred P. Lovell, as joint tenants, by deed dated June 1, 1953 and recorded in said Registry of Deeds in Book 767, Page 258, the said Mildred P. Lovell having died September 14, 1965, the Grantor herein hereby conveys as surviving joint tenant.

Reserving from the premises hereinabove conveyed for and during the duration of the natural life of the Grantor herein, and no more, a certain lot or parcel of land situated on the northeasterly side of said Route 15, in said Bucksport, being bounded and described as follows:

Beginning at a point on the northeasterly side of said Route 15, which point is on a course of South 18° East from the northwesterly corner of the premises herein above conveyed a distance of 169.9 feet (measured along the northeasterly side of said Route 15), and from said point of beginning thence running North 72° East a distance of 72 feet to a 3-inch iron pipe set in the ground; thence continuing on the same course of North 72° East, a distance of 288.0 feet to a point; thence running South 18° East a distance of 235.4 feet to a point; thence, 72° West a distance of 319.6 feet to a 3-inch iron pipe set in the ground; thence continuing on the same course South 72° West a distance of 40.4 feet to the northeasterly side of said Route 15; thence running North 18° West by the northeasterly side of said Route 15, a distance of 235.40 feet to the point of beginning.

SCHEDULE A-22

a certain lot or parcel of land situated in said Bucksport lying easterly of the River Road, sometimes known as the Bangor Road or State Highway 15, and westerly of MacDonald Street, formerly known as the road leading to the Buck Settlement and otherwise formerly known as the town road from Bucksport Village by the burying ground and land of H. S. Lanpher to the Turner School House, and being further bounded and described as follows:

Beginning at an iron set in the ground on the northwesterly line of land conveyed by Alice B. Warren and Mary L. Buck, being heirs of Joseph Bradley, to George P. Colby by Warranty Deed dated March 20, 1900 and recorded in the Hancock County Registry of Deeds in Book 356, Page 219, said George P. Colby land being now of Helen Colby Chipman, said iron also being 2 rods northeasterly measured along the northwesterly line from the westerly corner of land conveyed to George P. Colby by Alice B. Warren et al as aforesaid and being on the northeasterly line of land conveyed by Bert H. Bennett to Maine Seaboard Paper Company by Warranty Deed dated September 5, 1930 and recorded in said Registry of Deeds in Book 631, Page 173, said Maine Seaboard Paper Company land being now of St. Regis Paper Company, and being locally known as the "filter house lot"; from said iron and point of beginning thence running North 59° 02' West by the northeasterly line of land conveyed to Maine Seaboard Paper Company by Bert H. Bennett as aforesaid 137.43 feet to an iron set in the ground, said iron being the most northerly corner of land conveyed to Maine Seaboard Paper Company as aforesaid and in said deed erroneously called the northwesterly corner of said Bert H. Bennett property, said iron also marking the most easterly corner of land conveyed to St. Regis Paper Company by Edwin S. Lowell by deed dated November 18, 1974 and recorded in said Registry of Deeds in Book 1204, Page 291; thence continuing North 59° 02' West by the northeasterly line of land conveyed to St. Regis Paper Company by Edwin S. Lowell as aforesaid 1322.13 feet, more or less, to land conveyed to Maine Seaboard Paper by W. L. Hussey by deed dated January 4, 1930 and recorded in said Registry of Deeds in Book 629, Page 86 (the northeasterly line of land conveyed to Maine Seaboard Paper Company by Bert H. Bennett as aforesaid and the northeasterly line of land conveyed to St. Regis Paper Company by Edwin S. Lowell as aforesaid, being the southwesterly line of land conveyed to Joseph Bradley by William Farnham by Warranty Deed dated November 21, 1831 and recorded in said Registry of Deeds in Book 55, Page 463 and also believed to be the line between River Lots numbered 3 and 4 in the Town of Bucksport); thence running about North 18° 22' East by land conveyed to Maine Seaboard Paper Company by W. L. Hussey as aforesaid and now of St. Regis Paper Company 489.51 feet, more or less, to a corner in land so conveyed to Maine Seaboard Paper Company by W. L. Hussey as aforesaid; thence running South 59° 02' East by said former Hussey land, now of St. Regis Paper Company, and by land formerly of one Benson and now of Helen Colby Chipman 1600 feet, more or less, to an iron set in the ground at the most northerly corner of land conveyed by Alice B. Warren et al to George P. Colby as aforesaid; thence running South 32° 36' West by land conveyed to George P. Colby as aforesaid, being now of Helen Colby Chipman, 477.92 feet to an iron set in the ground and the point of beginning.

This conveyance is made subject to an easement given by said Bert H. Bennett to

Maine Seaboard Paper Company dated July 18, 1930 and recorded in said Registry of Deeds in Book 630, Page 328.

Being the major portion of the land conveyed to Joseph Bradley by William Farnham by Warranty Deed dated November 21, 1831 and recorded in said Registry of Deeds in Book 55, Page 463 and being a portion of the premises more recently conveyed by Margaret B. Bradley et al to Mary S. Buck et al by deed dated July 29, 1845 and recorded in said Registry of Deeds in Book 77, Page 521. Said premises described in said deed to Mary S. Buck being the "Bradley Farm", so called, and being a portion of the premises conveyed to my great uncle, Bert H. Bennett, by Emma M. Dean, John A. Lawrance and Steven Lawrance by deeds dated and recorded in the Hancock County Registry of Deeds respectively, September 5, 1912, Book 493, Page 394; November 4, 1913, Book 502, Page 251; December 15, 1913, Book 503, Page 75. The Grantor herein derives her title in part through inheritance from the said Bert H. Bennett and in part through various deeds among the heirs of said Bert H. Bennett, all as more fully set forth in the Grantor's affidavit of recent date to be recorded in said Registry of Deeds.

SCHEDULE A-23

a certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine, lying easterly of the Bangor Road, otherwise known as Route 15, being further bounded and described as follows:

Beginning at an iron pipe set in the ground at the most northerly corner of land conveyed by W. L. Hussey to Maine Seaboard Paper Company by deed dated January 4, 1930 and recorded in the Hancock County Registry of Deeds in Book 947, Page 78 and more recently conveyed as Parcel No. 2 in the deed given by Time, Incorporated to St. Regis Paper Company dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434, said point of beginning also being the most northeasterly corner of the second parcel of land conveyed by Albert Giard to Philip C. Seekins and Dorothy H. Seekins by Warranty Deed dated April 28, 1961 and recorded in said Registry of Deeds in Book 947, Page 78; thence running South 30° 29' 45" West by the northwesterly line of land conveyed to the Grantee herein as aforesaid 479.9 feet to an iron pipe set in the ground marking a corner in land of the Grantee herein; thence running North 56° 50' West by the northeasterly line of land of the Grantee herein, said line being marked in part by a stone wall 181.6 feet to the southeasterly line of land conveyed by the Grantors herein to Central Maine Power Company by Warranty Deed dated October 21, 1965 and recorded in said Registry of Deeds in Book 997, Page 403; thence running North 58° 54' East by the southeasterly line of land conveyed to Central Maine Power Company as aforesaid 120.1 feet to an angle in said Central Maine Power Company land; thence running North 42° 39' East by said Central Maine Power Company land 376.3 feet to the intersection of the southeasterly line of land conveyed to Central Maine Power Company as aforesaid with the northeasterly line of land conveyed by W. L. Hussey to Maine Seaboard Paper Company as aforesaid, being now of the Grantee herein; produced northwesterly; thence running South 56° 50' East on the projection northwesterly of the northeasterly line of land of the Grantee 45.1 feet to an iron pipe set in the ground and the point of beginning. Containing 1.1 acres, more or less, and being a portion of the second parcel of land conveyed to the Grantors herein by Albert Giard by Warranty Deed dated April 28, 1961 and recorded in said Registry of Deeds in Book 947, Page 78.

the land in Bucksport, Hancock County, State of Maine, bounded and described as follows:

PARCEL 1: Lot 59 in the fourth range of lots in said Bucksport, Hancock County, Maine.

PARCEL 2: Lot 164 in the short range of lots, so-called, in said Bucksport, said short range lying North of, parallel with, and adjoining the fifth range of lots in said Bucksport.

PARCEL 3: A certain lot or parcel of land situated in said Bucksport, it being a part of lot 60 in the fourth range of lots and bounded and described as follows: Bounded on the Southerly and Westerly side by land formerly of Bartholomew D. Bridges; on the North by land of Alfred L. Smith; and on the East by the range line between the fourth range and the short range of lots in said Bucksport containing fifteen (15) acres, more or less. Being the same premises described in a warranty deed of Samuel Tewksbury to Alfred L. Smith dated November 15, 1876, and recorded in Volume 177, Page 356 of the Hancock County Registry of Deeds.

PARCEL 4: One half of lot 165 in the short range of lots in said Town of Bucksport being the Westerly one half of said lot. Being the same premises as described in a warranty deed of H. A. Chase to Alfred L. Smith dated February 3, 1868, and recorded in Volume 131, Page 467 of the Hancock County Registry of Deeds.

The above four lots or parcels of land are portions of the premises described in the quitclaim deed with covenant of Julia Ann Smith to the said Bentley L. Harbour dated January 9, 1945, and recorded in Volume 695, Page 569 of the Hancock County Registry of Deeds.

PARCEL 5: A certain lot or parcel of land lying in lot 165 in the fourth range of lots of the Town of Bucksport, and being all that portion of the premises described in a warranty deed of Sewall Lake to Isaac Small dated June 30, 1855, and recorded in Volume 112, Page 280 of the Hancock County Registry of Deeds as lies Westerly of a winter road that crosses said lot leading from Jacob Bucks Pond to the McCurdy Pond.

Meaning and hereby conveying all and the same premises as described in a warranty deed of Edmund Williams to Alfred L. Smith dated October 5, 1872, and recorded in Volume 148, Page 446 of said Registry, and most recently described in the quitclaim deed with covenant of Julia Ann Smith to Bently L. Harbour dated January 9, 1945, and recorded in said Registry in Volume 695, Page 569.

PARCEL 6: Being a part of lot 165 in the fourth range or short range and bounded Southerly by land formerly of Bryant Kinch and Edmund Williams, Westerly by land formerly of Joseph Tillock, Northerly by land of Iva Harriman, and Easterly by land of the heirs of Thomas J. Hewey, and containing twenty-five (25) acres, more or less.

Meaning and hereby conveying the second lot as described in a warranty deed of Albert B. Willins to the said Bentley L. Harbour dated March 5, 1963, and recorded in Volume 933, Page 307 of the Hancock County Registry of Deeds.

BOOK

PARCEL 7: Beginning at the corner between lots 166 and 167 according to the plan of the Town of Bucksport and on the range line; thence Westerly on the line between said lots to land sold to Eastman and Wheelding; thence Southerly across lot 166 by land sold Eastman, Rich, Baker, Smith, and Colson to the line between 165 and 166 as per said plan; thence Easterly on said line between 165 and 166 to the said range line; thence on said range line to the point of beginning, being the Easterly end of lot 166 as per plan of the Town of Bucksport aforesaid, containing about seventy (70) acres, excepting and reserving a lot of about six and one fourth acres formerly belonging to David Appleton or Orrington, Penobscot County, State of Maine.

Meaning and hereby conveying the first lot as described in the warranty deed of Albert B. Willins to the said Bentley L. Barbour dated March 5, 1963, and recorded in Volume 933, Page 307 of the Hancock County Registry of Deeds.

PARCEL 8: A certain lot or parcel of land situated in said Bucksport and bounded and described as follows: Being a part of lot 166 in a short range of lots as per the plan of said Town. Beginning at a tree marked at the Northeast corner of said lot and on line of A. W. King land (or Clements lot); thence Southwesterly on said line twenty and one half (20 1/2) rods to a stake or tree marked; thence Southeasterly by a spotted line about forty-eight (48) rods to a tree marked; thence Northeasterly by a spotted line about twenty and one half (20 1/2) rods to a tree marked; thence Northwesterly by a spotted line about forty-eight (48) rods to the first mentioned bound, containing six and one fourth (6 1/4) acres, more or less.

Meaning and hereby conveying all and the same premises as described in a quitclaim deed with covenant of Albert B. Willins to the said Bentley L. Barbour dated June 30, 1955, and recorded in Volume 775, Page 337 of the Hancock County Registry of Deeds, (an undivided one half interest); and in the warranty deed of Albert B. Willins to Bentley L. Barbour dated March 5, 1963, and recorded in Volume 933, Page 307 of said Registry, (an undivided one half interest).

EXCEPTING and RESERVING, however, a right of way for all purposes of a right of way, including the right to build and maintain a road and to install and maintain utilities across the Southeasterly corner of lot 164 which right of way is more fully described in a deed of Bentley L. Barbour to Carl R. Lobley dated June 6, 1958, and recorded in Volume 818, Page 436 of the Hancock County Registry of Deeds. Conveying, however, to the St. Regis Paper Company, its successors and assigns, all interest held by the Grantor in and to the right of way as described in said deed.

warranty covenants, the following described real estate:

A certain lot or parcel of land together with any improvements thereon situated in Bucksport, Hancock County, Maine, more particularly described as follows, viz:

Beginning at an iron rod set on the line between lots numbered 111 and 110, range 7, in said Bucksport, which iron rod marks the southerly-most corner of land described in a deed from Lavetor Witham to Thomas V. Witham, recorded in Hancock Registry of Deeds, Volume 530, Page 482; thence North forty-two degrees, thirty-seven minutes, thirty seconds East (N 42° 37' 30" E) by and along the northwesterly line of the eleventh parcel described in a deed from Albert D. Swazey to St. Regis Paper Company, recorded in said Registry, Volume 976, Page 161, a distance of three hundred eighty-two and seven tenths feet (382.7') to an iron rod set; thence North forty-seven degrees, seventeen minutes, forty-five seconds West (N 47° 17' 45" W) by and along the southwesterly line described in a bond for a deed to Betty Ann Turnbull, recorded in said Registry, Volume 1409, Page 167, a distance of fifty-six and nine tenths feet (56.9') to an iron rod set; thence South forty-two degrees, thirty-seven minutes, thirty seconds West (S 42° 37' 30" W) a distance of three hundred eighty-two and eight tenths feet (382.8') to an iron rod set on the aforementioned division line between lots numbered 110 and 111, range 7; thence South forty-seven degrees, twenty-two minutes, thirty seconds East (S 47° 22' 30" E) by and along said division line, a distance of fifty-six and nine tenths feet (56.9') to the point of beginning, enclosing 0.500 acres.

MAINE REAL ESTATE TRANSFER TAX PAID

For Michael S. Lehfeldt and Elizabeth S. Lehfeldt source of title, reference may be had to a deed from Stanwood C. Tingley as Trustee of K-T-L Realty Trust to Michael S. Lehfeldt and Elizabeth S. Lehfeldt, dated March 31, 1983, recorded in Hancock Registry of Deeds, Volume 1476, Page 240. Stanwood C. Tingley as Trustee of K-T-L Realty Trust joins in this deed as grantor to release the interest he acquired in the above described premises by virtue of a mortgage deed from Michael S. Lehfeldt and Elizabeth S. Lehfeldt, dated July 15, 1983, recorded in Hancock Registry of Deeds, Volume 1476, Page 242.

Bearings referenced herein are calculated from a traverse oriented to true north established for a survey of the within described lot by Plisga & Day, Land Surveyors.

SCHEDULE A-26

A certain lot or parcel of land together with any improvements thereon situate in Bucksport, Hancock County, Maine, more particularly described as follows, viz:

Beginning at an iron rod set on the line between lots numbered 112 and 111, range 7, in said Bucksport, which iron rod marks the easterly-most corner of land described in a deed from Lavator Witham to Thomas V. Witham, recorded in Hancock Registry of Deeds, Volume 530, Page 482; thence South forty-two degrees, thirty-seven minutes, thirty seconds West (S 42° 37' 30" W) by and along the northwesterly line of the eleventh parcel described in a deed from Albert D. Swazey to St. Regis Paper Company, recorded in said Registry, Volume 976, Page 161, a distance of three hundred eighty-nine and four tenths feet (389.4') to an iron rod set; thence North forty-seven degrees, seventeen minutes, forty-five seconds West (N 47° 17' 45" W) by and along the southwesterly line described in a bond for a deed to Betty Ann Turnbull, recorded in said Registry, Volume 1409, Page 167, a distance of one hundred eleven and nine tenths feet (111.9') to an iron rod set; thence North forty-two degrees, thirty-seven minutes, thirty seconds East (N 42° 37' 30" E) a distance of three hundred eighty-nine and two tenths feet (389.2') to an iron rod set on the aforementioned division line between lots numbered 112 and 111, range 7; thence South forty-seven degrees, twenty-two minutes, thirty seconds East (S 47° 22' 30" E) by and along said division line, a distance of one hundred eleven and nine tenths feet (111.9') to the point of beginning, enclosing 1.0 acres.

Bearings referenced herein are calculated from a traverse oriented to true north established for survey of the within described lot by Pliega & Day, Land Surveyors.

SCHEDULE A-27

A certain lot or parcel of land situated in Bucksport, Hancock County, Maine, bounded and described as follows, to wit:

Beginning at an iron rod set in the generally southerly sideline of Route 46 also known as the Long Pond Road, so-called, in said Bucksport, said iron rod defining the generally northerly corner of premises now or formerly of A. C. Swazey and now or formerly of St. Regis Paper Company; thence South Twenty-nine Degrees Thirty Minutes East (S 29° 30' E) by and along the northeasterly boundary of land now or formerly of said A. C. Swazey a distance of Two Hundred Thirty Feet (230') more or less to an iron rod set; thence North Sixty Degrees Fifty-two Minutes Thirty Seconds East (N 60° 52' 30" E) a distance of Three Hundred Seventy-seven Feet (377') more or less to an iron rod set; thence North Twenty-eight Degrees Forty-five Minutes West (N 28° 45' W) a distance of Four Hundred Two Feet (402') more or less to an iron pipe situated on the Southerly sideline of said Route 46; thence in a generally southwesterly direction but always by and along the generally southerly sideline of said Route 46 a distance of Three Hundred Eighty-five Feet (385') more or less to the point of beginning.

The above described parcel has been represented to contain 2.8 acres, more or less, according to a Survey Plan entitled "Stella Arey Lot, Bucksport, Maine" dated November 20, 1980 prepared by John Olson, Registered Land Surveyor Number 1099.

EXCEPTING the following described premises conveyed on August 6, 1984, by these grantors and Stanwood C. Tingley, Trustee, to St. Regis Corporation by Warranty Deed in Book 1508, Page 264, of the Hancock County Registry of Deeds:

Beginning at an iron rod set on the line between lots numbered 111 and 110, range 7, in said Bucksport, which iron rod marks the southerly-most corner of land described in a deed from Lavator Witham to Thomas V. Witham, recorded in Hancock Registry of Deeds, Volume 530, Page 482; thence North forty-two degrees, thirty-seven minutes, thirty seconds East (N 42° 37' 30" E) by and along the northwesterly line of the eleventh parcel described in a deed from Albert D. Swazey to St. Regis Paper Company, recorded in said Registry, Volume 976, page 161, a distance of three hundred eighty-two and seven tenths feet (382.7') to an iron rod set; thence North forty-seven degrees, seventeen minutes, forty-five seconds West (N 47° 17' 45" W) by and along the southwesterly line described in a bond for a deed to Betty Ann Turnbull, recorded in said Registry, Volume 1409, Page 167, a distance of fifty-six and nine tenths feet (56.9') to an iron rod set; thence South forty-two degrees, thirty-seven minutes, thirty seconds West (S 42° 37' 30" W) a distance of three hundred eighty-two and eight tenths feet (382.8') to an iron rod set on the aforementioned division line between lots numbered 110 and 111, range 7; thence South forty-seven degrees, twenty-two minutes, thirty seconds East (S 47° 22' 30" E) by and along said division line, a distance of fifty-six and nine tenths feet (56.9') to the point of beginning, enclosing 0.500 acres.

Being a portion of premises conveyed by Stanwood C. Tingley to Michael S. Lehfeldt and Elizabeth S. Lehfeldt by Warranty Deed dated March 21, 1983, and recorded in Book 1476, Page 240, of said registry.

SCHEDULE A-28

a New York corporation with its principal office at One Champion

a

certain lot or parcel of land lying easterly of Maine Route No. 15, also known as the River Road, and also lying easterly of the 265' wide main transmission line of Central Maine Power Company, in Bucksport, in the County of Hancock, and State of Maine, and more fully described as follows:

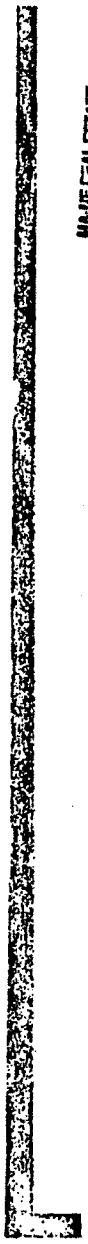
Beginning at a set 5/8" iron rod in the north line of now Champion-St. Regis, formerly the Hussey Farm, recorded in Hancock Registry of Deeds in Book 711, Page 434, said iron rod being located South 58°-05'-00' East and one hundred seventy seven and twenty four hundredths (177.24) feet, by and along the said Champion-St. Regis, of a found 2" iron pipe in the northeasterly corner of now Champion-St. Regis, recorded in Book 1254, Page 475, and said iron rod being in the northerly line of the gravel road around the Bark Pile and also being in the easterly line of a tote road running northerly from the said Bark Pile Road, thence South 58°-05'-00" East, by and along the said Champion-St. Regis, a total distance of fourteen hundred eighty five and twenty three hundredths (1485.23) feet to a second set 5/8" iron rod in the southwesterly corner of now Melissa Chipman, recorded in Book 1334, Page 207, Lot II, thence North 31°-15'-30" East, by and along the said Chipman, and by and along a blazed and painted line, a total distance of eight hundred sixty two and fifty three hundredths (862.53) feet to a found 5/8" iron rod in the southerly line of now Max L. Leavitt, recorded in Book 1125, Page 573, thence North 57°-42'-00" West, by and along the said Leavitt, and by and along a blazed and painted line, and being on or close to a stone wall for a time, a total distance of fourteen hundred eighty five and thirty eight hundredths (1485.38) feet to a third set 5/8" iron rod near the easterly cleared line of the 265' wide Central Maine Power Company main transmission line, thence South 31°-15'-30" West, by and along the said Max L. Leavitt, recorded in said Book 1125, Page 573 as the first parcel, and by and along what is to be signed and recorded as a boundary line agreement between the said Max L. Leavitt and Frank J. Boyle as the property described herein, and by and along a blazed and painted line, and later by and along believed to be now Michael P. Dunbar and Faylene R. Dunbar, recorded in Book 1612, Page 218, recommended by this surveyor for boundary line agreement between the said Dunbars and Frank J. Boyle as the property described herein, and crossing an easement for a 100' wide transmission line of Central Maine Power Company, recorded in Book 1019, Page 89, and by and along a blazed and painted line, a total distance of eight hundred seventy two and forty eight hundredth (872.48) feet to the said first iron rod at the points of beginning; all the bearings being magnetic November, 1986; and the parcel containing a calculated 29.58 acres.

EXCEPTING AND RESERVING however from the above described premises a 100' wide easement for a power line crossing as described in the August 17, 1966 deed of Ida D. Rolsky to the said Central Maine Power Company, recorded in Book 1019, Page 89, said crossing beginning at a point in the westerly line of the above described property at a point five hundred fifty five (555) feet, more or less, southerly of its 5/8" iron rod northwesterly corner, and running southeasterly in a straight line one thousand twenty (1020) feet, more or less, to a point in the southerly line of the above described property, said point being northwesterly, by and along the said Champion-St. Regis, five hundred twenty five (525) feet, more or less, of the said 5/8" iron rod in the southeasterly corner of the above described parcel.

MEANING AND INTENDING to describe the same premises as the October 25, 1982, deed of Malachi Boyle to Frank J. Boyle, recorded in Book 1448, Page 238.

This description is based on a November 1986 through August 10, 1987 survey by Eugene L. Putnam of Hampden, Maine, and based on this and the agreed upon and suggested boundary line agreement with the said Leavitt and the said Dunbars, along its westerly property line, is given to locate the property properly on the face of the earth, and to define its boundaries.

SCHEDULE A-29



A certain lot or parcel of land situated in Bucksport, County of Hancock, State of Maine, bounded and described as follows, to wit.

LOT NO. 1. Beginning at the west side of the Old Road running from Bucksport Village to the Hewey settlement, so called and at the southerly line of land of Leonard Goode et al; thence running southerly by said road fifty rods, more or less to a stake and stones; thence westerly to the range line, but always following the northerly line of land of the Estate of Mattie Stubbs; thence northerly by said range line fifty rods, more or less, to a stake and stones which marks the southwest corner of Lot #2 herein described; thence easterly to the point of beginning, containing forty acres, more or less, and being part of Lot #127 of the Fifth Range.

EXCEPTING AND RESERVING a certain lot or parcel of land situated in the Town of Bucksport, County of Hancock, State of Maine, being bounded and described as follow, to wit. Beginning at a stake and stones set on the westerly sideline of the Old Road, so-called, running from Bucksport Village to the Hewey settlement, so-called, said stake and stones also marking the generally southeasterly corner of Lot #1 described in a deed from Gladys E. Davis to Philip M. Faulkner, dated March 10, 1969, and recorded in the Hancock County Registry of Deeds in Vol. 1076, Page 90; thence westerly, but all times by and along the southerly sideline of Lot #1, and the northerly sideline of land now or formerly of the Estate of Mattie Stubbs, to the range line; thence northerly by said range line four hundred forty-nine (449') feet, more or less to a point; thence easterly, but at all times parallel with the southerly sideline of Lot #1 to the said road; thence southerly, but all times by and along the westerly sideline of said road four hundred forty-nine (449') feet more or less to a stake and stones, said stake and stones marking the point of beginning. Said lot contains twenty (20) acres, more or less, and is a part of Lot #27 of Range #5.

Any an all other rights, easements, privileges and appurtenances belonging to the granted estate are hereby conveyed.

Being the same premises conveyed from Philip M. Faulkner to Roland and Gisa Wessels by deed recorded in the Hancock County Registry of Deeds on July 9, 1979 in Book 1354, Page 269.

Certain lots or parcels of land, together with any buildings thereon, situate in Bucksport, Hancock County, Maine, bounded and described as follows:

FIRST PARCEL: Beginning on the bank of the Penobscot River at small oak tree spotted standing near a large sapling on the line of the allowance way between the lot hereby conveyed and the lot formerly occupied by Luther Lawrence and owned by Elmer Lowell; thence South 61° East about 32 rods to the Bangor and Bucksport Shore Road; thence by said road South 12 1/2° West to line of land of the estate of Jonathan Farnham; thence by said line to the Penobscot River; thence by said River to the first mentioned bound.

Excepting therefrom such portion of said parcel of land as has been previously conveyed by James Patterson, a former owner of said premises, to the B. & B. R.R. Co., being a strip 5 rods wide extending across said lot, and the portion beyond to the River conveyed to Maine Seaboard Paper Co..

SECOND PARCEL: Beginning on the easterly side of said Bucksport and Bangor Shore Road and being a continuance of the first described line of the lot above described; thence South 61° East about 55 rods to a stone wall; thence by said wall South 26 1/2° West to line of land formerly of Benjamin Ames; thence on line of Ames land to the aforesaid road; thence by said road to place of beginning.

Excepting therefrom the small parcel conveyed to the Central Maine Power Company at the southeasterly corner and the parcel for a house lot at the northwest corner conveyed to Ruth Atwood.

Excepting and Reserving, in addition to the exceptions mentioned aforesaid, the above First Parcel previously conveyed to one Bakeman, which parcel is included in this conveyance as a reference for the starting point and line referred to in said Second Parcel.

The aforesaid FIRST and SECOND PARCELS, and the exceptions, are as described in the deed of Albert Giard to Philip C. Seekins and Dorothy H. Seekins dated April 28, 1961, recorded in Book 947, Page 78 of the Hancock County Registry of Deeds. See also deed of Dorothy L. Seekins to Philip C. Seekins dated October 31, 1985, recorded in Book 1558, Page 31 of said Registry of Deeds.

THIRD PARCEL: A certain lot or parcel of land situate on the easterly side of the Bangor Road, otherwise known as Route 15, in Bucksport, County of Hancock and State of Maine, bounded and described as follows:

Beginning on the easterly side of said Bangor Road at the southwesterly corner of the second parcel of land conveyed to Philip C. Seekins and Dorothy H. Seekins by Albert Giard by warranty deed dated April 28, 1961, recorded in the Hancock Registry of Deeds in Book 947, Page 78, being also the northwesterly corner of land conveyed to Maine Seaboard Paper Company by W. L. Hussey by deed dated January 4, 1930, recorded in Book 629, Page 86 of said Registry and more recently having been conveyed as Parcel No. 2 in the deed from Time, Incorporated to St. Regis Paper Company dated December 17, 1946, recorded in Book 711, Page 434; from said point of beginning thence running South 57° 29' 30" East by the southwesterly line of said Seekins land 465 feet, more or less, to the northeasterly corner of land conveyed by St. Regis Paper Company to Laurence E. Alley at al. by deed dated December 31, 1956, recorded in Book 947, Page 26; thence running southwesterly by the northwesterly line of said Alley land 492 feet, more or less, to the easterly side of the Bangor Road; thence running northerly by said Bangor Road 495 feet, more or less, to the southwesterly corner of land of said Philip C. Seekins and Dorothy H. Seekins and the point of beginning.

This conveyance is made subject to an easement granted Central Maine Power Company by St. Regis Paper Company by instrument dated March 10, 1965, recorded in said Registry in Book 979, Page 156, said easement being a part of strip No. 3, so-called, as described in said deed.

This conveyance is made further subject to all rights and easements conveyed to Central Maine Power Company by deed of Maine Seaboard Paper Company dated July 12, 1932, recorded in Book 640, Page 464 of said Registry, and by deed of St. Regis paper Company dated March 1, 1957, recorded in Book 798, Page 126 of said Registry.

The foregoing THIRD PARCEL, together with the easements to which subject, is as described in the deed from St. Regis Paper Company to Philip C. Seekins and Dorothy H. Seekins dated March 19, 1976, recorded in Volume 1254, Page 475 of said Registry. See also deed of Dorothy L. Seekins to Philip C. Seekins dated October 31, 1985 and recorded in Book 1558, page 31 of said Registry of Deeds.

Excepting and reserving the parcels conveyed in Book 997, Page 403 and in Book 1254, Page 477 of said Registry of Deeds.

SCHEDULE A-31

Being all and the same real estate described in a deed from Roy R. Homer to Randall S. Jones, dated January 27, 1920 and recorded in the Hancock County Registry of Deeds in Book 550, Page 493 and hereby referred to.

Being the same real estate, and same exceptions described in a deed from Louise J. Wheet to Edwin P. Bennett and Evelyn B. Bennett, dated June 15, 1951, and recorded in the Hancock County Registry of Deeds in Volume 742, Page 66, and hereby referred to for more particular description of the premises.

Being the same premises conveyed to Max L. Leavitt by deed of the United States of America, dated September 3, 1971 and recorded in the Hancock County Registry of Deeds in Volume 1125, Page 573.

Being the same premises conveyed to Max L. Leavitt by deed of Arthur J. Drake and Evelyn Drake dated July 24, 1974 and recorded in Hancock County Registry of Deeds in Volume 1300, Page 424.

A certain lot or parcel of land, together with the buildings and improvements thereon, situate in the Town of Bucksport, County of Hancock, State of Maine, more particularly bounded and described as follows:

Beginning at an iron rod to be set on the easterly sideline of State Route 15, at its intersection with the with the northerly line of the premises described in the deed to Edwin H. McCoy, recorded in Hancock County Registry of Deeds, Volume 738, Page 245; thence, along land of said McCoy, South 65° - 57'- 00" East, a distance of 190.4 feet to an iron bolt found at the northeast corner of the premises described in the deed of Frederick L. Keniston, et al to said McCoy, recorded in said registry in Volume 1051, Page 45 thence, South 24° - 01' - 45" West, a distance of 100.0 feet to an iron bolt found; thence, South 65° - 57' - 00" East, a distance of 11.9 feet to an iron rod to be set; thence, South 22° - 43'- 45" West, a distance of 158.8 feet to an iron rod to be set on the northerly line of the premises described in the deed of Faylene Dunbar to Champion International Corporation, recorded in said registry in Volume 2567, Page 141; thence, South 60° - 59' - 00" East a distance of 475.0 feet to a No. 6 rebar set in 1998; thence, continuing the same course, (S 60° - 59' - 00" E), a distance of 41.0 feet, (a total distance of 516.0 feet), to an iron rod to be set; thence, North 41° - 54' - 30" East, by and along the northwesterly line of land of Central Maine Power Company, described in the deed of Edwin P. Bennett, et al, recorded in said registry, Volume 1005, Page 174, a distance of 2150.5 feet to an iron rod to be set; thence, South 80° - 35' - 30" West, by and along the southerly line of the premises described in the deed of the said Louise J. Wheet to David E. Drake, et al, recorded in said registry, Volume, 735, Page 111, a distance of 1721.9 feet to an iron rod to be set at the northeasterly corner of the premises described in the deed to J. Arthur Burpee, recorded in said registry, Volume 776, Page 50, now or formerly of Larry L. Bridges, described in Volume 1644, Page 474, in said registry; thence, South 0° - 36' - 45" West, by and along the easterly line of said land formerly of Burpee, a distance of 305.0 feet; to an iron rod to be set at the southeasterly corner of land now or formerly of Phillip O'Brien, Jr., described in Volume 2782, Page 447 in said registry; thence, North 87° - 22' - 15" West, a distance of 25.0 feet to an iron rod to be set at the northeasterly corner of the premises described in the deed to Shirley Manookian recorded in said registry, Volume 1220, Page 218; thence, South 2°- 37' - 45" West, a distance of 75.0 feet to an iron rod to be set; thence, North 87° - 22' - 15" West, by and along the southerly line of said Manookian, a distance of 125.0 feet to an iron rod found at a point which lies North 17° - 01' - 15" East, a distance of 392.7 feet from the iron rod at the point of beginning; thence, southerly, by and along the easterly sideline of said Route 15, a distance of 394 feet, more or less to the point of beginning, enclosing 33.597 acres.

The within described lot is subject to a 40 foot wide pole line easement in favor of Central Maine Power Company, described in the deed of Frederick L. Keniston, et al, recorded in said registry, in Volume 1022, Page 184

Bearings referenced herein are oriented to magnetic north 1992, as determined by Plisga and Day Land Surveyors, for a survey of the within described parcel of land.

the land in Bucksport, Hancock County, Maine described as follows:

Beginning at an iron rod driven in the ground at the intersection of the Southerly right-of-way line of Bagley Avenue with the Westerly right-of-way line of Franklin Street; thence South 34 degrees East 120 feet by the Westerly R.O.W. line of Franklin Street to an iron rod driven in the ground at the Northerly corner of land of C. Wells Clark; thence South 56 degrees West by land of C. Wells Clark 210.17 feet to an iron rod driven in the ground; thence South 31 degrees 59 minutes East 209.5 feet by land of C. Wells Clark to an iron rod driven in the ground; thence South 58 degrees 01 minutes West by land of C. Wells Clark 32.5 feet to an iron rod driven in the ground at the Northerly corner of land now or formerly of Arthur Willette (said lot contains an apartment house); thence continuing South 58 degrees 01 minutes West by land of Arthur Willette 131.5 feet more or less to an iron rod driven in the ground at the Easterly R.O.W. line of Main Street also known as the River Road and Rte. 15. Thence Northerly along the curve in the right-of-way line of Main Street 332 feet more or less to an iron rod driven in the ground at the intersection of the Easterly R.O.W. line of Main Street with the Southerly R.O.W. line of Bagley Avenue; thence North 56 degrees East by the R.O.W. line of Bagley Avenue 315 feet more or less to the iron rod at the point of beginning.

The above described lot is as shown on map of "Housing Development of St. Regis Paper Company, Bucksport, Maine (now Champion International Corporation), drawing number D-4232 recorded at Hancock Registry of Deeds Plan Book 7, Page 88. Lots 1, 2, 60, 61, E. Harpe and the small lot on the Northerly side of E. Harpe lot are included in the description. Compass readings in the description were taken from drawing D-4232.

SCHEDULE A-33

a certain lot or parcel of land situated near Silver Lake in the town of Bucksport, county of Hancock and state of Maine, bounded and described as follows:

Beginning at the southwest corner of the present Catholic Cemetery on the boundary of the lot of land purchased from George R. Emerton on July 17, 1930; thence north fifty-eight degrees, ten minutes, west along the said boundary two hundred feet; thence north thirty-one degrees, fifty minutes, east, five hundred fifty feet; thence south fifty-eight degrees, ten minutes, east, two hundred feet; thence south thirty-one degrees, fifty minutes, west, four hundred feet, to the northwest corner of the said present Catholic Cemetery; thence in the same direction one hundred fifty feet along the boundary of the said present Catholic Cemetery to the point of beginning.

Also another lot or parcel of land adjoining the said present Catholic Cemetery and the lot above described, bounded and described as follows:

Beginning at the northwest corner of the said present Catholic Cemetery; thence north thirty-one degrees, fifty minutes, east, four hundred feet, along the bounds of the lot first described; thence south fifty-eight degrees, ten minutes, east, two hundred thirty-three feet, to the Silver Lake Road (a continuation of MacDonald Street); thence south along the west side of said road toward the village of Bucksport to the northeast corner of the said present Catholic Cemetery; thence north fifty-eight degrees, ten minutes, west, along the boundary of the said present Catholic Cemetery to the point of beginning.

This deed is made by the grantor and taken by the grantee with the express understanding, agreement and condition that the lot described in the immediately preceding paragraph shall only be used for the purpose of a park and a chapel site.

Conveying in the two lots described above two certain lots or parcels of land adjoining the present Catholic Cemetery and each other, as per Maine Seaboard Paper Co. plan of October 26, 1932, by K.W.W., marked "Drwg.No.D 596", which are part of the premises conveyed to the Company by Adelbert E. Peavey by his warranty deed of July 24, 1930, recorded in Hancock Registry of Deeds, Book 650, Page 350.

SCHEDULE A-34

A certain lot or parcel of land situated near Silver Lake in the Town of Bucksport, County of Hancock and State of Maine, bounded and described as follows:

Beginning at the northwest corner of the Catholic Cemetery, so referenced in deed from the Maine Seaboard Paper Company to the Roman Catholic Bishop of Portland dated November 8, 1932, and recorded in the Hancock County Registry of Deeds at Book 3056, Page 133; thence north thirty-one degrees, fifty minutes, east, four hundred feet, along the bounds of the lot first described in said deed, also being the lot next described below; thence south fifty-eight degrees, ten minutes, east, two hundred thirty-three feet, to the Silver Lake Road (a continuation of McDonald Street); thence south along the west side of said road toward the village of Bucksport to the northeast corner of the said Catholic Cemetery; thence north fifty-eight degrees, ten minutes, west, along the boundary of the said Catholic Cemetery to the point of beginning.

Meaning and intending to describe the second parcel in the said deed from the Maine Seaboard Paper Company to the Roman Catholic Bishop of Portland dated November 8, 1932, and recorded in the Hancock County Registry of Deeds at Book 3056, Page 133.

Intending hereby to release all interest, including all reversionary interests, rights of entry, possibilities of reverter, and any other interest of Grantor in the above described

parcel. This release deed releases any interest the Grantor may have in the property described herein, including without limitation any interest of the Grantor in the condition that the property or any portion thereof be "forever used solely for the purpose of a park and a chapel site" as stated in said deed from the Maine Seaboard Paper Company to the Roman Catholic Bishop of Portland dated November 8, 1932, and recorded in the Hancock County Registry of Deeds at Book 3056, Page 133.

ALSO another certain lot or parcel of land situated near Silver Lake in the Town of Bucksport, County of Hancock and State of Maine, bounded and described as follows:

Beginning at the southwest corner of the Catholic Cemetery, so referenced in deed from the Maine Seaboard Paper Company to the Roman Catholic Bishop of Portland dated November 8, 1932, and recorded in the Hancock County Registry of Deeds at Book 3056, Page 133, on the boundary of the lot of land purchased from George R. Emerton on July 17, 1930; thence north fifty-eight degrees, ten minutes, west along the said boundary two hundred feet; thence north thirty-one degrees, fifty minutes, east, five hundred fifty feet; thence south fifty-eight degrees, ten minutes, east, two hundred feet; thence south thirty-one degrees, fifty minutes, west, four hundred feet, to the northwest corner of the said Catholic Cemetery; thence in the same direction one hundred fifty feet along the boundary of the said Catholic Cemetery to the point of beginning.

Meaning and intending to describe the first parcel in the said deed from the Maine Seaboard Paper Company to the Roman Catholic Bishop of Portland dated November 8, 1932, and recorded in the Hancock County Registry of Deeds at Book 3056, Page 133.

[redacted] a parcel of land (sometimes referred to herein as "the Property") with the improvements thereon situate in Bucksport, Hancock County, Maine, more particularly described as follows:

Beginning at a railroad spike on the westerly line of Main Street in said Bucksport at the southeasterly corner of land described in a deed to Gold Star Cleaners, Inc., recorded in Hancock County Registry of Deeds, Book 3022, Page 206; thence along the westerly line of Main Street, South 52 degrees, 13 minutes, 15 seconds East a distance of 354.66 feet to the northeasterly corner of land described in a deed to W. Kim Delbridge *et al.*, recorded in Hancock County Registry of Deeds, Book 3018, Page 287; thence along the northerly line described in said deed to Delbridge *et al.*,South 37 degrees, 28 minutes, 30 seconds West, a distance of 128.70 feet to the easterly line of Maine Central Railroad; thence along the easterly line of said Railroad, North 60 degrees, 41 minutes, 45 seconds West a distance of 159.12 feet to a point of curve; thence continuing along the westerly line of said Railroad by a curve concave easterly with a radius of 755.32 feet, an arc distance of 200.62 feet to a point of compound curvature; thence by a curve concave easterly with a radius of 1,893.58 feet, an arc distance of 157.76 feet to the southwesterly corner of the premises described as the second parcel in a deed to Maine Central Railroad Company recorded in Hancock County Registry of Deeds, Book 413, Page 556; thence along the southerly line of said second parcel of said land of Maine Central Railroad Company, North 37 degrees, 54 minutes, 15 seconds East, a distance of 67.62 feet to an iron rod marking the northwesterly corner of the aforementioned land described in a deed to Gold Star Cleaners, Inc., recorded in Hancock County Registry of Deeds, Book 3022, Page 206; thence along the westerly line of said land of Gold Star Cleaners, Inc., South 52 degrees, 0 minutes, 30 seconds East, a distance of 168.50 feet to an iron rod found; thence along the southerly line of said land of Gold Star Cleaners, Inc., North 38 degrees, 8 minutes, 30 seconds East, a distance of 31.84 feet to an iron rod found; thence continuing along the southerly boundary of said land of Gold Star Cleaners, Inc., North 17 degrees, 48 minutes, 0 seconds East, a distance of 32.60 feet to the point of beginning, enclosing 1.507 acres, more or less.

Bearings referenced herein are oriented to Maine State Coordinate System of 1927, East Zone, as determined by a survey conducted by Plisga & Day, Land Surveyors.

SCHEDULE A-36

A certain lot or parcel of land situated on the easterly side of Route 15 in the Town of Bucksport, County of Hancock and State of Maine, being further bounded and described as follows:

Beginning at an iron driven in the ground at the southwesterly corner of land conveyed by Edwin S. Lowell to St. Regis Paper Company by deed dated November 18, 1974 and recorded in the Hancock County Registry of Deeds in Book 1204, Page 291, said point of beginning also being the northwesterly corner of land conveyed by the said Edwin S. Lowell to Webber Tanks, Inc. by Warranty Deed dated August 28, 1968 and recorded in said Registry of Deeds in Book 1066, Page 405; from said point of beginning thence running South 76° 47' East by the southwesterly line of land conveyed to St. Regis Paper Company by Edwin S. Lowell as aforesaid 300 feet to a point; thence running in a southwesterly direction by said Webber Tanks, Inc. land 345 feet, more or less, to the easterly line of said Route 15 at a point 300 feet southerly from the point of beginning; thence running northerly by said Route 15, 300 feet to the point of beginning.

Meaning and intending to convey and hereby conveying a triangular-shaped piece of land consisting of approximately 0.9 acres and being a part of the premises conveyed to Webber Tanks, Inc. by the said Edwin S. Lowell by deed dated August 28, 1968 and recorded in said Registry of Deeds in Book 1066, Page 405.

SCHEDULE A-37

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine and bounded and described as follows:

Beginning at an iron pipe in the easterly sideline of Route 15, which pipe marks the southwesterly corner of a ninety-six hundredths (0.96) acre parcel of land conveyed by Webber Tanks, Inc., to Dead River Company by deed dated February 15, 1984; thence S 57° 41' E a distance of twenty-seven and fifty-five hundredths (27.55) feet to an iron pin; thence along the same course a distance of seventy-seven and forty-five hundredths (77.45) feet to an iron pin at the southeasterly corner of said Dead River Company parcel; thence along the same course of S 57° 41' E a distance of seventy-five (75) feet along the southerly boundary of a seven hundredths (0.07) acre of parcel of land conveyed by Webber Tanks, Inc., to Dead River Company and Webber Oil Company as tenants in common to an iron pin in the southeasterly corner of said common parcel; thence S 71° 17' W one hundred thirty-two and fifteen hundredths (132.15) feet to an iron pin set beside a drainage ditch in the easterly sideline of Route 15; thence northerly by and along said Route 15 sixty-three and four tenths (63.4) feet to an iron pin; thence northerly by and along the easterly sideline of Route 15 seventy seven and nine tenths (77.9) feet to the point of beginning, containing nine thousand four hundred eighteen (9,418) square feet or twenty-two hundredths (0.22) acres, more or less.

SCHEDULE A-38

two certain parcels of land and two easements for roadways situated in the Town of Bucksport, County of Hancock, and State of Maine, bounded and described as follows:

First Parcel of Land. Beginning at a point in the northeasterly side line of Old River Road, so called, thirty-three (33) feet westerly from, as measured normal to the monumented base line of the located right of way of the Grantor, at Valuation Station 964+85.38, as shown on plan of the Federal Valuation Survey dated June 30, 1916, Sheet 19 Valuation Section 14, said plan being on file in the office of the Chief Engineer of Grantor;

Thence southerly, along a line always thirty-three (33) feet westerly from, as measured normal to said monumented base line, a distance of one hundred thirteen and sixty-four hundredths (113.64) feet to the southwesterly side line of Old River Road;

Thence northwesterly, along said southwesterly side line of Old River Road, a distance of twenty-nine and seventy-seven hundredths (29.77) feet to a point forty-nine and five tenths (49.5) feet westerly from, as measured normal to said monumented base line;

Thence northerly, along a line always forty-nine and five tenths (49.5) feet westerly from, as measured normal to said monumented base line, a distance of one hundred eleven and twenty-five hundredths (111.25) feet to the northeasterly side line of Old River Road;

Thence southeasterly, along said northeasterly side line of Old River Road, a distance of twenty-six and eighty-two hundredths (26.82) feet to the point of beginning.

Second Parcel of Land. Beginning at a point in the northeasterly side line of Old River Road thirty-three (33) feet easterly from, as measured normal to said monumented base line at Valuation Station 965+76.20, as shown on said Federal Valuation Survey plan;

Thence southeasterly, along said northeasterly side line of Old River Road, a distance of twenty-nine and ninety-nine hundredths (29.99) feet to a point forty-nine and five tenths (49.5) feet easterly from, as measured normal to said monumented base line;

Thence southerly, along a line always forty-nine and five tenths (49.5) feet easterly from as measured normal to said monumented base line, a distance of one hundred thirty-seven and twenty-two hundredths

(137.22) feet to the southwesterly side line of Old River Road;

Thence northwesterly, along said southwesterly side line of Old River Road, a distance of thirty-seven and eighty-five hundredths (37.85) feet to a point lying thirty-three (33) feet easterly from, as measured normal to said monumented base line at Valuation Station 967+10.77, as shown on said Federal Valuation Survey plan;

Thence northerly, along a line always thirty-three (33) feet easterly from, as measured normal to said monumented base line, a distance of one hundred thirty and thirty-six hundredths (130.36) feet to the point of beginning.

Meaning and intending to convey all the Grantor's interest in all land lying within the limits of Old River Road, so called, located westerly of and easterly of a sixty-six (66) foot wide right of way centered on the Grantor's monumented base line.

By the acceptance of this deed the Grantee hereby covenants and agrees for itself, its successors and assigns, to build and maintain at its sole expense, along that portion or portions of the above described parcels of land which abuts other land owned, used or occupied by the Grantor, any fence or gates which said Grantee, its successors or assigns, may desire or require at any time hereafter, or which any law or government authority may require to be constructed by the Grantor or the Grantee, their successors or assigns. This covenant is to run with the land hereinabove conveyed and to be binding upon the Grantee, its successors and assigns, forever.

Also conveying the right and privilege to construct, maintain and use two roadways over and across the tracks and located right of way of the Grantor in said Town of Bucksport for access to the Grantee's paper mill property. The right of way for the first roadway is bounded and described as follows:

Beginning at a point in the westerly side line of land of the Grantor, said point lying thirty-three (33) feet westerly of the monumented base line of the located right of way of the Grantor opposite Valuation Station 964+85.38, as shown on plan of the Federal Valuation Survey dated June 30, 1916, Sheet 19, Valuation Section 14, said plan being on file in the office of the Chief Engineer of the Grantor;

Thence southerly, along a line always thirty-three (33) feet westerly from, as measured normal to said monumented base line, a distance of one hundred fifty-five (155) feet to a point, said point being opposite Valuation Station 966+35.83 as shown on said valuation plan;

Thence easterly, crossing said monumented base line, a distance of sixty-three and eighty-five hundredths (63.85) feet to an angle point in the easterly side line of said land of the Grantor, said angle point lying sixteen and five tenths (16.5) feet easterly from, as measured normal to said monumented base line at Valuation Station 966+75.85 as shown on said Federal Valuation Survey plan;

Thence southeasterly, along said easterly side line of said land of the Grantor, a distance of thirty-five and fifty-three hundredths (35.53) feet to a point, said point lying thirty-three (33) feet easterly from, as measured normal to, said monumented base line at Valuation Station 967+10.77 as shown on said Federal Valuation Survey plan;

Thence northerly, along a line always thirty-three (33) feet easterly from, as measured normal to, said monumented base line a distance of one hundred eighty-four and eighty-one hundredths (184.81) feet to a

point, said point being opposite Valuation Station 965+20 as shown on said Federal Valuation Survey plan;

Thence westerly, crossing said monumented base line a distance of seventy-four-and forty-one hundredths (74.41) feet to the point of beginning.

The right of way for the second roadway is bounded and described as follows:

A strip of land thirty (30) feet in width, centered on a line lying normal to the monumented base line of the located right of way of the Grantor, said line intersecting said monumented base line at Valuation Station 936+85 as shown on plan of the Federal Valuation Survey dated June 30, 1916, Sheet 19, Valuation Section 14, said plan being on file in the office of the Chief Engineer of the Grantor. Said strip of land extends from the westerly side line of location of said Grantor to the easterly side line of location of said Grantor, a distance of ninety-nine (99) feet, more or less.

SCHEDULE A-39

All right, title and interest to any and all mineral substances, as defined below presently owned by Grantor in the property located in **Bucksport, Hancock County, Maine**, more particularly described in **Exhibit A** attached hereto, together with the full and exclusive executive rights to lease such substances; **subject, however, and there is hereby reserved to Grantor and excepted from this conveyance**, the following.

An undivided one-eighth (1/8) royalty interest in oil, gas and associated hydrocarbons.

An undivided seven percent (7%) royalty interest in lead, zinc, copper, coal, lignite, industrial minerals, sand, gravel, clay, bedrock, limestone, stone, sulfur, phosphate, iron ore, sodium, salt, leucoxene, ilmenite, zircon, monzonite, uranium, thorium, and other fissionable materials, molybdenum, vanadium, titanium, gold, silver, bauxite, limestone, geothermal energy and all other mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals expressly mentioned above produced from said property. If Grantee elects in its discretion to develop and produce any mineral substances described in this paragraph (whether by lease or otherwise), Grantor may, in that event and in no other event, assert the seven percent (7%) royalty interest as above described. In such event, there is further hereby reserved to Grantor an undivided seven percent (7%) of the proceeds of said development exclusive of all expenses incurred by Grantee in said development.

This conveyance is subject to all outstanding oil, gas, and other mineral and/or royalty rights, interests and leases shown of record on any of said property, if any such outstanding mineral rights appear of record. Grantor has reserved no rights to mine, remove, consume, or to require or to prevent the removal or consumption of geologic or mineral resources.

"Seventeen certain lots or parcels of land situated in the Town of Bucksport, County of Hancock and State of Maine, being in the vicinity of Route 46 in said town, bounded and described as follows, to wit:

Parcel 1. A certain lot or parcel of land, bounded and described as follows: Beginning at the shore of the mill pond at the foot of Long Pond at the water's edge about seven (7) rods above the southeasterly end of the mill dam as it stood on the stream near the foot of Long Pond on May 8, 1846; thence running South 35 ½° East one (1) rod and fifteen (15) links to the top of the bank, same course one (1) rod and eighteen (18) links across the winter road, so-called, as it existed on May 8, 1846, to a stake; thence South 64° West on the southeasterly side of said winter road as it existed on May 8, 1846, eleven (11) rods and fifteen (15) links to the northeasterly line of land formerly of Noah Rideout, being numbered 4 hereinafter described and conveyed; thence on said land formerly of Noah Rideout North 35 ½° West twelve (12) rods and eight (8) links to the stream; thence northeasterly following the shore of the natural stream and pond, including the southeasterly end of the dam as it existed on May 8, 1846, to the first mentioned bound.

Parcel 2. A certain lot or parcel of land, bounded and described as follows: Beginning at the first mentioned bound of the above described Parcel 1 herein; thence following the shore of the pond North about 40° East ten (10) rods to a hemlock tree spotted on three sides; thence South 35 ½° East sixteen (16) rods to a stake marked on four sides; thence South 41° West ten (10) rods to a stake; thence North 35 ½° West about sixteen (16) rods to the first mentioned bound, containing one (1) acre, more or less.

Parcel 3. A certain lot or parcel of land, bounded and described as follows: Beginning on the southeasterly side of the stream (which empties out of Long Pond) at the point where the line between land formerly of Noah Rideout and land formerly of Ambrose Rideout comes to the stream about six (6) or seven (7) rods below the sawmill as it existed on May 8, 1846; thence on a course North 35 ½° West across the stream to a large rock or ledge at the edge of the water on the northwest side of said Stream; thence North 22° East across a point of land to the water in Long Pond above its outlet; thence southeasterly to the point of land across the pond which forms the upper part of the Basin, so-called, or mill pond as it existed on May 8, 1846; thence following the shore of the Basin or mill pond on the southeasterly side thereof down to and by the

southerly end of the dam as it existed on May 8, 1846 to the first mentioned bound.

Parcel 4. A certain lot of parcel of land, bounded and described as follows: Beginning at the water on the stream at the first named boundary of the above described Parcel 3; thence running on the line between land formerly of Noah Rideout and land formerly of Ambrose Rideout, said line forming a boundary line of Parcel 1 above, South 35 ½° East eight (8) rods and eight (8) links to a stake; thence South 56° West fourteen (14) rods to a stake on the southerly side of the winter road, so-called, as it existed on May 8, 1846, in a small brook which crosses said road; thence North 35 ½° West about four rods to the stream before named; thence northeasterly by the stream to the first mentioned bound.

Parcels 1 to 4 inclusive herein are the same premises which Noah Rideout, Ambrose Rideout, and Mark Rideout conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by warranty deed dated May 8, 1846 and recorded in Hancock County Registry of Deeds in Book 78, Page 449.

Also hereby conveying any and all water rights and privileges appurtenant to the above four described parcels and as more particularly described in said deed recorded in said Registry of Deeds in Book 78, Page 449.

Parcel 5. A certain lot or parcel of land, bounded and described as follows: Beginning at a stake on the easterly side of the winter road, so-called, about three (3) rods from the shore of the mill pond at the foot of Long Pond, said stake marking the southeasterly corner of Parcel 1 herein; thence running on the easterly side of said road along Parcel 1 herein eleven (11) rods and fifteen (15) links on a course South 64° West to land formerly of Noah Rideout; thence by said land formerly of Noah Rideout South 35 ½° East nineteen (19) rods to a stake; thence North 41° East twelve (12) rods to a stake at the southwesterly corner of numbered 2 herein; thence North 35 ½° West sixteen (16) rods to the first mentioned bound, containing one (1) acre and forty-one (41) rods, more or less.

Parcel 6. A certain lot or parcel of land, bounded and described as follows: Beginning at a hemlock tree by the mill pond before named, said hemlock tree marking the northeasterly corner of Parcel 2 herein; thence by said pond two (2) rods to land formerly of Mark Rideout; thence South 35 ½° East by said Mark Rideout's land sixteen (16) rods to a stake; thence South 41° West two (2) rods to a stake, said stake marking the southeasterly corner of Parcel 2 herein; thence North 35 ½° West by said Parcel 2 herein sixteen (16) rods to the first mentioned bound, containing thirty-two (32) rods, more or less.

Parcels numbered 5 and 6 herein are the same premises which Ambrose Rideout conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by warranty deed dated July 8, 1850 and recorded in said Registry of Deeds in Book 89, Page 128.

Parcel 7. A certain lot or parcel of land, bounded and described as follows: Beginning at a stake standing on the southerly side of the winter road, so-called, which leads from the foot of Long Pond to Moose Horn, so-called, in a brook which crosses said road and at the place which forms the most southerly boundary of Parcel 4 herein; thence running North 56° East fourteen (14) rods by said Parcel 4 herein to a stake standing on the original dividing line between land formerly of Noah Rideout and land formerly of Ambrose Rideout; thence South 35 ½° East twelve (12) rods to a stake beside a small brook on said line; thence South 85° West sixteen (16) rods to the first mentioned bound, containing ninety (90) rods, more or less.

Parcel 7 herein is the same premises which Noah Rideout conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by warranty deed dated July 8, 1850 and recorded in said Registry of Deeds in Book 89, Page 129.

Parcel 8. A certain lot or parcel of land, bounded and described as follows: Beginning at Long Pond Stream on the easterly line of land formerly occupied by Alfred P. Blood; thence running on said line northerly one hundred sixteen (116) rods to the range line between the sixth and seventh ranges of lots in said Bucksport; thence on said range line easterly fifty-seven (57) rods to a small white birch tree; thence South 33° East ninety-one (91) rods to a stake and stones standing on the line of Parcel 3 herein; thence South 22° West twenty-eight (28) rods on the line of said Parcel 3 herein to the stream; thence by said Long Pond Stream southerly and westerly to the first mentioned bound, containing thirty-seven (37) acres and twenty-three (23) rods, more or less.

Parcel 8 herein is the same premises which Ambrose Rideout, Administrator of the Estate of Joseph Rideout, conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by Administrator's Deed dated March 22, 1852 and recorded in said Registry of Deeds in Book 93, Page 161.

For further source of title to Parcels 1 to 8 inclusive herein, reference is hereby made to the following:

Thomas Swazey conveyed all his right, title and interest in and to said parcels to Sewall B. Swazey and John W. Swazey by deed dated January 7, 1876 and recorded in said Registry of Deeds in Book 154, Page 81.

Said John N. Swazey died testate prior to May, 1874, and by the terms of his last Will and Testament, which was allowed by Hancock County Probate Court at the May Term, 1874, he devised his interest in said parcels, in equal shares to his seven sons, Sewall B. Swazey, John W. Swazey, Thomas H. Swazey, Arthur Swazey, Edward Swazey, Alfred Swazey and Frederic R. Swazey. Said Frederic R. Swazey died testate prior to June, 1875, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the June Term, 1875, he devised all of his estate to his wife, Annie (sometimes called Ann) L. Swazey.

By deed dated January 26, 1876 and recorded in said Registry of Deeds in Book 154,

Page 84, Thomas H. Swazey, Edward Swazey, Alfred Swazey, Arthur Swazey and Ann (Annie) L. Swazey conveyed their respective interests in said parcels to Sewall B. Swazey and John W. Swazey.

By deed dated December 9, 1885 and recorded in said Registry of Deeds in Book 235, Page 212, Sewall B. Swazey conveyed all his right, title and interest in and to said parcels to John W. Swazey.

Parcel 9. A certain lot or parcel of land, being a part of lot numbered 117 in the 7th range of lots, bounded and described as follows: Beginning on the westerly side of the County Road (sometimes referred to as the upper road) which passes from East River through Long Pond settlement on the side line which separates lots numbered 116 and 117 in the 7th range of lots; thence running westerly on said side line, it being the southerly side line of lot numbered 117, across Long Pond, so-called, about two hundred (200) rods to the range line which separates the 6th and 7th ranges of lots; thence northerly on said range line about fifty (50) rods to the southerly side line of lot numbered 118; thence easterly about two hundred (200) rods on said last named side line to the County Road before mentioned; thence by said road southerly about fifty (50) rods across the width of said lot numbered 117 to the first mentioned bound, containing fifty (50) acres, more or less.

Parcel 9 herein is the same premises which Robert Littlefield conveyed to John N. Swazey by deed dated November 8, 1854 and recorded in said Registry of Deeds in Book 100, Page 253.

Parcel 10. A certain lot or parcel of land, being a part of lot numbered 118 in the 7th range of lots, bounded and described as follows: Beginning on the westerly side of the County Road (sometimes referred to as the upper road) which leads through Long Pond settlement, so-called, on the side line between lots in the 7th range of lots numbered 117 and 118; thence westerly on said side line across Long Pond about two hundred (200) rods to the 7th range line; thence northerly on said range line about fifty (50) rods across lot numbered 118 to its northerly corner; thence easterly on the line between lots numbered 118 and 119 across Long Pond about two hundred (200) rods to said County Road; thence southerly on the westerly side of said road about fifty (50) rods across the width of said lot numbered 118 to the first mentioned bound.

Parcel 10 herein is a part of the same premises which Samuel P. Haynes conveyed to John N. Swazey and Thomas Swazey by deed dated July 26, 1852 and recorded in said Registry of Deeds in Book 102, Page 307.

Excepting from said Parcel 10 herein that part thereof which John N. Swazey and Thomas Swazey conveyed to Mary T. Gray by deed dated April 30, 1864 and recorded in said Registry of Deeds in Book 136, Page 140.

Said Thomas Swazey conveyed his interest in Parcel 10 herein to John N. Swazey by deed dated April 16, 1867 and recorded in said Registry of Deeds in Book 127, Page

451.

Parcel 11. A certain lot or parcel of land, being part of lot numbered 116 in the 7th range of lots, bounded and described as follows: Beginning sixty-seven (67) rods westerly from the County Road (sometimes referred to as the upper or old Long Pond road) on the side line of lots numbered 116 and 117 at the corner of a divisional line fence built by Ambrose or Mark Rideout and John N. Swazey; thence North 35° West along the side line of lots numbered 116 and 117 about sixty-seven (67) rods to Long Pond; thence southerly by said pond to the lot of land conveyed by Joseph Rideout et al. to Ambrose Rideout by deed dated May 28, 1857 and recorded in said Registry of Deeds in Book 129, Page 38; thence along said lot of land conveyed to said Ambrose Rideout by said deed recorded in said Registry of Deeds in Book 129, Page 38, about sixty-seven (67) rods to said line fence; thence by said fence about North 55° East to the place of beginning.

Parcel 11 herein is the same premises conveyed to John N. Swazey by two certain deeds, one from Benjamin Wheeler dated April 4, 1862 and recorded in said Registry of Deeds in Book 114, Page 558, and the other from Mark Rideout dated June 21, 1867 and recorded in said Registry of Deeds in Book 127, Page 560.

Said John N. Swazey died testate prior to May, 1874, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the May Term, 1874, he devised parcels numbered 9, 10 and 11 in equal shares, to his seven sons, Sewall B. Swazey, John W. Swazey, Thomas H. Swazey, Arthur Swazey, Edward Swazey, Alfred Swazey and Frederic R. Swazey. Said Frederic R. Swazey died testate prior to June 1875, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the June Term, 1875, he devised all of his estate to his wife. Annie (sometimes called Ann) L. Swazey.

By deed dated February 6, 1886 and recorded in said Registry of Deeds in Book 235, Page 214, Sewall B. Swazey, Thomas H. Swazey, Edward Swazey, Alfred Swazey, Arthur Swazey, and Ann (Annie) L. Swazey conveyed their respective interests in said parcels numbered 9, 10 and 11 to John W. Swazey.

For further source of title to parcels numbered 1 to 11 inclusive herein, reference is hereby made to the following:

John W. Swazey conveyed an undivided half interest in said parcels numbered 1 to 11 inclusive to his son, Albert C. Swazey, by deed dated March 20, 1889 and recorded in said Registry of Deeds in Book 281, Page 264.

Parcel 12. A certain lot or parcel of land, bounded and described as follows: Beginning on the southwesterly side of the road that leads from Long Pond settlement to the Dedham Tannery at a stake and stones on the 7th range line; thence running southwesterly on said range line eighty-five (85) rods, more or less, to the original corner of lot numbered 162 in the 7th range; thence southeasterly on the southerly line

of said lot numbered 162 to the road leading to the Doane place, so-called; thence on the northwesterly line of said road eighty-five (85) rods, more or less, to the corner of a branch road that leads to the Dedham Tannery; thence westerly on the southerly side of said road to the 7th range line where it crosses said road, being the place of beginning.

Parcel 13. A certain lot or parcel of land, being a part of lot numbered 145 in the 6th range of lots, bounded and described as follows: Beginning on the southwesterly side of the road leading from Long Pond settlement to Dedham Tannery at a stake and stones standing on the 7th range line where it crosses said road; thence running northwesterly on the side line of said road to the boundary of the land conveyed by John N. Swazey et al. to Rowland E. Davis by deed dated September 23, 1865 and recorded in said Registry of Deeds in Book 125, Page 292, said Davis property now being owned by Kenneth B. Dresser and R. Isabel Dresser; thence running southwesterly by the line of land conveyed to said Rowland E. Davis as aforesaid and continuing on parallel with the range line to a large brook which runs through a part of lot numbered 145 in the 6th range; thence across said brook from two (2) to five (5) rods to a stake and stones; thence southeasterly on a line at right angles to the last named line two (2) to four (4) rods to the brook aforesaid; thence southeasterly following the course of the brook to the 7th range line to a stake and stones; thence northeasterly on said range line to the stake and stones at the road and place of beginning.

For title to parcels numbered 12 and 13 herein, reference is hereby made to a certain mortgage given by Hiram E. Johnson et al. to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey dated March 29, 1872 and recorded in said Registry of Deeds in Book 143, Page 211. Edward Swazey, Executor of the Estate of John N. Swazey, William D. Swazey, Executor of the Estate of Thomas Swazey, and Sewall B. Swazey, in his individual capacity, assigned their interest in said mortgage to John W. Swazey by assignment recorded in said Registry of Deeds in Book 216, Page 254, and said John W. Swazey foreclosed said mortgage by peaceable entry in the presence of two witnesses, the Certificate of Foreclosure being recorded in said Registry of Deeds in Book 205, Page 272.

Said John W. Swazey died testate on April 14, 1897, and by the terms of his Last Will and Testament, he devised his remaining one half interest in and to said parcels numbered 1 to 11 inclusive and all parcels numbered 12 and 13 herein to his son, Albert C. Swazey.

Said Albert C. Swazey died testate on May 2, 1940, and by the terms of his Last Will and Testament, he devised one half of the net income of his estate to his wife, May D. Swazey, during her lifetime and the other one half of the net income of his estate to his son, Albert D. Swazey, and at the death of May D. Swazey all of the residue of his estate, including parcels numbered 1 to 12 inclusive herein, to his son, Albert D. Swazey, the grantor herein. Said May D. Swazey died on October 16, 1946.

Excepting from parcels numbered 9, 10 and 11 herein, those parts thereof conveyed by the following deeds from Albert D. Swazey:

a. To Ralph E and Margaret K. Harriman dated January 19, 1957 and recorded in said Registry of Deeds in Book 866, Page 429;

b. To Charles W. and Ethel M. Kimball dated January 19, 1957 and recorded in said Registry of Deeds in Book 796, Page 216;

c. To James H. and Ester H. Davis dated January 19, 1957 and recorded in said Registry of Deeds in Book 798, Page 198;

d. To Lewis L. and Florence A. Gray dated January 19, 1957 and recorded in said Registry of Deeds in Book 962, Page 38;

e. To George H. and Daisy E. Wasson dated January 19, 1957 and recorded in said Registry of Deeds in Book 804, Page 153; and

f. To Richard O. Shute dated September 15, 1955 and recorded in said Registry of Deeds in Book 774, Page 527;

but hereby specifically conveying the flowage rights as reserved by said Albert D. Swazey in all of the above deeds.

Parcel 14. A certain lot or parcel of land, being a part of lot numbered 145 in the 6th range of lots, bounded and described as follows: Southwesterly by the Northeasterly line of lot numbered 146 in the 6th range of lots in said Bucksport; Southeasterly by the 7th range line; Northeasterly by Parcel 13 herein and by land conveyed to Kenneth B. and R. Isabel Dresser by Charlotte N. Jordan by deed dated August 28, 1953 and recorded in said Registry of Deeds in Book 758, Page 63; and Northwesterly by the natural stream that flows into Long Pond as said stream existed prior to the erection of any dam at the foot of said pond.

For title to Parcel 14 herein, reference is hereby made to the following deeds: One given by Elijah T. Fitts and George W. Thompson, Administrators of the Estate of Roswell Fitts, to John N. Swazey dated November 13, 1848 and recorded in said Registry of Deeds in Book 85, Page 199, and another given by William B. Bannister and Ebenezer Stone, Executors of the Will of Moses Brown, to John N. Swazey dated September 17, 1852 and recorded in said Registry of Deeds in Book 96, Page 370, said Parcel 14 being a part of the premises described in said deeds.

For further source of title to Parcel 14 herein, reference is hereby made to the following:

By deed dated December 27, 1855, and recorded in said Registry of Deeds in Book 134, Page 499, said John N. Swazey conveyed to Thomas Swazey, Sewall B. Swazey, and John W. Swazey two thirds (2/3) interest in common and undivided in and to the premises described in said deed recorded in said Registry of Deeds in Book 85, Page 199.

Thomas Swazey conveyed all his right, title and interest in and to said Parcel 14 to Sewall B. Swazey and John W. Swazey by deed dated January 7, 1876 and recorded in said Registry of Deeds in Book 154, Page 81.

Said John N. Swazey died testate prior to May, 1874, and by the terms of his Last Will and Testament, which was allowed by the Hancock County Probate Court at the May Term, 1874, he devised his interest in said Parcel 14 in equal shares to his seven sons, Sewall B. Swazey, John W. Swazey, Thomas H. Swazey, Arthur Swazey, Edward Swazey, Alfred Swazey, and Fredric R. Swazey. Said Fredric R. Swazey died testate prior to June, 1875, and by the terms of his Last Will And Testament, which was allowed by Hancock County Probate Court at the June Term, 1875, he devised all of his estate to his wife, Annie (sometimes called Ann) L. Swazey.

By deed dated January 26, 1876 and recorded in said Registry of Deeds in Book 154, Page 84, Thomas H. Swazey, Edward Swazey, Alfred Swazey, Arthur Swazey and Ann (Annie) L. Swazey conveyed their respective interests in said Parcel 14 to Sewall B. Swazey and John W. Swazey.

By deed dated December 9, 1855 and recorded in said Registry of Deeds in Book 235, Page 212, Sewall B. Swazey conveyed all his right, title and interest in and to the said Parcel 14 to John W. Swazey.

John W. Swazey, owner of said Parcel 14 by virtue of all the above deeds and the deed recorded in said Registry of Deeds in Book 96, Page 370, died testate on April 14, 1897 and by the terms of his Last Will and Testament, he devised said Parcel 14 to his son, Albert C. Swazey,

For further source of title to parcel 14 herein, reference is hereby made to the will of Albert C. Swazey as hereinbefore recited.

Parcel 15. All right, title and interest in and to a certain lot or parcel of land bounded and described as follows: Being that portion of lot numbered 149 in the 6th range of lots in Bucksport which was flowed on December 1, 1880 by the dam at the foot of Long Pond.

Parcel 15 herein is the same premises conveyed by Otis H. Small to John W. Swazey by deed dated December 1, 1880 and recorded in said Registry of Deeds in Book 175, Page 60.

For further source of title to Parcel 15 herein, reference is hereby made to the wills of John W. Swazey and Albert C. Swazey, as hereinbefore recited.

Parcel 16. All right, title and interest in and to any land situated in the 6th range of lots in said Bucksport on both sides of the stream flowing into Long Pond, otherwise known as Long Pond Stream, as said land heretofore been flowed by any dam erected at the foot

of said Long Pond, together with all our right, title and interest in and to any land situated on both sides of said Stream and lying between the Easterly and Westerly edges of the upland at the edge of the water in its highest flow in freshet time.

This conveyance is subject to the rights of the public to travel on and over the new county road leading by Long Pond, otherwise known as the lower road and now numbered Route 46, wherever said road crosses any of the above described premises.

Being part of the premises conveyed by Albert D. Swazey to St. Regis Paper Company by deed dated January 11, 1965 and recorded in said Registry of Deeds in Book 976 at Page 161. St. Regis Paper Company became St. Regis Corporation by a Certificate of Name Change dated June 29, 1983 and recorded in the said Registry in Misc. Book 9 at Page 95. St. Regis Corporation merged with Champion International Corporation by Certificate of Merger dated April 1, 1985 and recorded in said Registry in Misc. Book 9 at Page 151.

Parcel 17. A certain lot or parcel of land together with the buildings, if any, thereon situate in Bucksport, Hancock County, Maine, bounded and described as follows

Beginning at the northwest corner of the lot now or formerly known as the Swazey Long Pond Mill lot; thence running north thirty-two and one half degrees west, eighty-eight rods, to a stake and stones; thence north fifty-seven and one half degrees east, forty-two rods to a stake and stone; thence south thirty-two and one-half degrees east, sixty-six rods, to the Pond; thence southerly by the shore of the Pond to the point begun at; said lot containing twenty acres and ninety-four rods, more or less.
Being the same premises conveyed by Robert S. Bergold to Champion International Corporation by deed dated March 28, 1995 and recorded in said Registry of Deeds in Book 2373 at Page 137.

EXCEPTING AND RESERVING, however, the premises described in the following deeds.

a. Champion International Corporation to David Adams by deed dated December 24, 1987 and recorded in said Registry of Deeds in Book 1676 at Page 13, containing 069 acres.

b. Champion International Corporation to Bangor Hydro Electric Company by deed dated November 6,1998 and recorded in said Registry of Deeds in Book 2794 at Page 351.

c. Champion International Corporation to William G. and Shelia D. O'Donnell by deed dated November 29, 1993 and recorded in said Registry of Deeds in Book 2188 at Page 165 and by deed dated August 4, 1994 and recorded in said Registry of Deeds in Book 2299 at Page 99.

d. Champion International Corporation to the Maine Department of Transportation

by deed dated February 14, 1995 and recorded in said Registry of Deeds in Book 2382 at Page 240.

Containing 346 acres, more or less.

Champion International Corporation merged with International Paper Company, a Certificate of Merger dated December 31, 2000 is recorded in said Registry in Book 3017 at Page 191. International Paper Company conveyed the property, less mineral rights, to IP Maine Forests L.L.C. by deed dated March 12, 2001 and recorded in said Registry in Book 3036 at Page 212. IP Maine Forests L.L.C. merged with SP Forests L.L.C. by Certificate of Merger dated March 26, 2001 and recorded in said Registry in Book 3042 at Page 257."

SCHEDULE A-40

All right, title and interest to any and all mineral substances, as defined below presently owned by Grantor in the property located in **Bucksport, Hancock County, Maine,** more particularly described in **Exhibit A** attached hereto, together with the full and exclusive executive rights to lease such substances

> All the oil, gas, associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, lignite, peat, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium and other fissionable materials, molybdenum, vanadium, titanium, ilmenite, rutile, leucoxene, zircon, gold, silver, bauxite, granite, limestone, bedrock of any kind or character, kaolin and other clays, sand, gravel, aggregate and other mined or quarried stone or rock materials, industrial minerals, geothermal energy and all other mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the mineral expressly mentioned herein, in, on, or under any of the land described in Exhibit A, and all executive rights and other rights to execute leases presently owned or held by Grantor, if any, with respect to the interests of any other parties in any or all said minerals in, on or under any of said land described in Exhibit A, together with the rights of ingress and egress and use of the surface to the extent reasonably necessary for the purposes of exploring, drilling, mining (including shaft, in situ, open pit, surface or strip mining), developing, producing, removing, transporting and owning all of minerals and mineral rights.

This conveyance is subject to all outstanding oil, gas, and other mineral and/or royalty rights, interests and leases shown of record on any of said property, if any such outstanding mineral rights appear of record. Grantor has reserved no rights to mine, remove, consume, or to require or to prevent the removal or consumption of geologic or mineral resources.

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine, lying in the southeasterly portion of the town, bounded and described as follows, to wit:

Being that parcel of land bounded on the southwesterly by the abandoned portion of the road now known as Narramissic Drive; on the northwesterly by Route 46; on the northeasterly by land now or formerly of David and Alice Grant and on the southeasterly by the Narramissic River, containing 36 acres, more or less.

Being the same premises conveyed by Margaretha A. Warton to Maine Seaboard Paper Company by deed dated June 12, 1930 and recorded in the Hancock County Registry of Deeds in Book 629 at Page 515. Maine Seaboard Paper Company conveyed the parcel to Time, Inc. by Certificate of Merger dated August 31, 1946 and recorded in the said Registry of Deeds in Corporation Book 3 at Page 269. Time, Inc. conveyed the premises to St. Regis Paper Company by deed dated December 17, 1946 and recorded in said Registry of Deeds in Book 711 at Page 434. St. Regis Paper Company became St. Regis Corporation by a Certificate of Name Change dated June 29, 1983 and recorded in the said Registry in Misc. Book 9 at Page 95. St. Regis Corporation merged with Champion International Corporation by Certificate of Merger dated April 1, 1985 and recorded in said Registry in Misc. Book 9 at Page 151. Champion International Corporation merged with International Paper Company, a Certificate of Merger dated December 31, 2000 is recorded in said Registry in Book 3017 at Page 191. International Paper Company conveyed the property, less mineral rights, to IP Maine Forests L.L.C. by deed dated March 12, 2001 and recorded in said Registry in Book 3036 at Page 212. IP Maine Forests L.L.C. merged with SP Forests L.L.C. by Certificate of Merger dated March 26, 2001 and recorded in said Registry in Book 3042 at Page 257.

SCHEDULE A-41

All right, title and interest to any and all mineral substances, as defined below presently owned by Grantor in the property located in **Bucksport, Hancock County, Maine,** more particularly described in **Exhibit A** attached hereto, together with the full and exclusive executive rights to lease such substances.

All the oil, gas, associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, lignite, peat, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium and other fissionable materials, molybdenum, vanadium, titanium, ilmenite, rutile, leucoxene, zircon, gold, silver, bauxite, granite, limestone, bedrock of any kind or character, kaolin and other clays, sand, gravel, aggregate and other mined or quarried stone or rock materials, industrial minerals, geothermal energy and all other mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals expressly mentioned herein, in, on, or under any of the land described in Exhibit A, and all executive rights and other rights to execute leases presently owned or held by Grantor, if any, with respect to the interests of any other parties in any or all said minerals in, on or under any of said land described in Exhibit A, together with the rights of ingress and egress and use of the surface to the extent reasonably necessary for the purposes of exploring, drilling, mining (including shaft, in situ, open pit, surface or strip mining), developing, producing, removing, transporting and owning all of minerals and mineral rights.

EXCEPTING, HOWEVER, from this conveyance, and there is hereby RESERVED to Grantor, its successors and assigns, the following:

An undivided five percent (5%) royalty interest in oil, gas, associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, lignite, peat, sulphur, phosphate, iron ore, sodium, salt, monzonite, uranium, thorium and other fissionable materials, molybdenum, vanadium, titanium, ilmenite, rutile, leucoxene, zircon, gold, silver, bauxite, granite, limestone, bedrock of any kind or character, kaolin and other clays, sand, gravel, aggregate and other mined or quarried stone or rock materials, industrial minerals, geothermal energy and all other mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals expressly mentioned above produced from said lands.

In the event Grantee, its successors and assigns, elects to develop and produce any mineral substances described in the above paragraph, there is further hereby reserved to Grantor, its successors and assigns, an undivided five percent (5%) of the proceeds of said development, exclusive of all expenses incurred by Grantee, or its successors and assigns, in said development.

This conveyance is subject to all outstanding oil, gas, and other mineral and/or royalty rights, interests and leases shown of record on any of said property, if any such outstanding mineral rights appear of record.

A certain lot or parcel of land with any improvements thereon situate in the Town of Bucksport, County of Hancock, State of Maine, being generally located on the easterly side of Silver Lake Road, so called, at the approximate position where a 345 KVA transmission line operated by Central Maine Power Company designated as Section 205 and Section 65 crosses said road, being more particularly bounded and described as follows:

beginning at a 5/8" iron rebar found in 2005 on the easterly sideline of said Silver Lake Road at the southwesterly corner of land described in a deed to Edwin L. & Linda J. Lowell recorded at the Hancock County Registry of Deeds in Vol. 970, Page 496;

thence by and along said road line, S 0° 11' 50" E, a distance of 92.4 feet to an angle point in said road line;

thence by and along said road line, S 12° 36' 30" E, a distance of 266.1 feet to an angle point in said road line;

thence by and along said road line, S 17° 02' 00" E, a distance of 260.5 feet to an angle point in said road line;

thence by and along said road line, S 23° 13' 10" E, a distance of 386.0 feet to a ¾" iron rebar with plastic cap marked PLS 1211 set in 2005 in said road line on the northerly side of a gravel roadway leading easterly from said Silver Lake Road

thence by and along said road line, S 23° 41' 00" E, a distance of 52.0 feet to an angle point in said road sideline;

thence by and along said road line, S 15° 55' 10" E, a distance of 149.8 feet to an angle point in said road sideline;

thence by and along said road line, S 03° 35' 30" E, a distance of 133.2 feet to an angle point in said road sideline;

thence by and along said road line, S 00° 34' 20" E, a distance of 135.5 feet to another ¾" iron rebar similarly marked set in 2005 on the generally westerly line of a Central Maine Power Company transmission line easement;

thence by and along said road line, S 00° 34' 20" E, a distance of 199.9 feet to an angle point in said road line;

thence by and along said road line, S 10° 37' 40" E, a distance of 100.3 feet to an angle point in said road line;

thence by and along said road line, S 23° 28' 20" E, a distance of 67.7 feet to an angle point in said road line;

thence by and along said road line, S 30° 38' 30" E, a distance of 279.0 feet to an angle point in said road line;

thence by and along said road line, S 29° 47' 50" E, a distance of 608.8 feet to an angle point in said road line;

thence by and along said road line, S34° 45' 30" E, a distance of 228.5 feet to an angle point in said road line;

thence by and along said road line, S 39° 21' 30" E, a distance of 148.0 feet to a ¾" iron rebar similarly marked set in 2005 on said road sideline southeasterly of a public boat landing providing boat access to Silver Lake;

thence generally northerly, southeasterly, and northerly following the 132 foot contour line around Silver Lake to a point bearing S 76° 36' 30" E from a ¾" iron rebar similarly marked set in 2005 on the southerly line of land described in a deed to Edwin L. and Linda J. Lowell recorded at said registry in Vol. 970, Page 496;

thence by and along said line of Lowell, N 76° 36' 30" W a distance of 6 feet, more or less, to said iron rebar, said rebar being N 25° 43' 00" E a distance of 2580.1 feet from said iron rebar set on the easterly side of said Silver Lake Road southeasterly of the public boat landing;

thence by and along said line of Lowell, N 76° 36' 30" W, a distance of 2255.7 feet to the point of beginning.

The above-described parcel encompasses 101 acres, more or less, and is a portion of the premises described in a deed from F. Elliott Bridges to Seaboard Paper Company, dated August 6, 1930, recorded at said registry in Vol. 630, Page 406.

The herein described premises is subject to a 225 foot wide easement for power transmission purposes designated as Section 205 and Section 65 granted to and presently (2005) used by Central Maine Power Company

Bearings referenced herein are oriented to Grid North, Maine State Coordinate System of 1983, East Zone, as determined by a survey conducted in 2005 by Plisga & Day, Land Surveyors. Distances reported in this description are ground distances. To convert those distances to grid distances a combined factor of 0.99990279 must be properly applied.

Also hereby conveying all right, title, or interest held by the Grantor to any land abutting the southwesterly side of the above-described parcel and extending to the centerline of the Silver Lake Road with the side lines extended at a right angle to the centerline of said road.

the following described lots or parcels of land situated in said Bucksport:

1. A certain lot or parcel of land situated in said Bucksport, bounded and described as follows: Beginning at a point at the westerly foundation wall of Central Maine Power Company's power house building twenty-five (25) feet south of the southerly pilaster line of St. Regis Paper Company's machine room, said point of beginning being at a corner of a certain lot of land (now owned by St. Regis) conveyed by Central Maine Power Company to Maine Seaboard Paper Company by a certain indenture dated October 31, 1945 and recorded in Hancock County Registry of Deeds in Book 704, Page 165; thence westerly along said lot of land conveyed to Maine Seaboard Paper Company as aforesaid a distance of thirty-five (35) feet; thence southerly at right angles to the above described line and along said lot of land conveyed to Maine Seaboard Paper Company as aforesaid a distance of twenty-six (26) feet; thence easterly at right angles to the last described line a distance of six (6) feet; thence northerly at right angles to the last described line a distance of twenty-two (22) feet; thence easterly at right angles to the last described line a distance of twenty-nine (29) feet to the westerly foundation wall of Central Maine Power Company's power house building; and thence northerly along the westerly foundation wall of Central Maine Power Company's power house building a distance of four (4) feet, more or less, to the point of beginning, containing two hundred seventy-two (272) square feet, more or less; being a portion of "Parcel D" conveyed to Central Maine Power Company by Maine Seaboard Paper Company by a certain inden-

ture dated December 27, 1939 and recorded in said Registry of Deeds in Book 670, Page 558.

Also conveying to St. Regis, its successors and assigns, a right to pass and repass with trucks and other vehicles and on foot over that part of said "Parcel D" bounded and described as follows: Beginning at the southwesterly corner of said "Parcel D" as the same is now owned by Central Maine, said corner marking the most southeasterly corner of that part of said "Parcel D" which Central Maine conveyed to Maine Seaboard Paper Company by said indenture dated October 31, 1945 and recorded in said Registry of Deeds, Book 704, Page 165, and which is now owned by St. Regis; thence easterly along the southerly boundary line of said "Parcel D" a distance of twenty (20) feet to a point; thence northerly on a line parallel to and distant twenty (20) feet easterly of the easterly line of the southerly portion of that part of said "Parcel D" conveyed by Central Maine to Maine Seaboard Paper Company by said indenture dated October 31, 1945 and recorded in said Registry of Deeds, Book 704, Page 165, a distance of one hundred fifteen (115) feet, more or less, to that part of said "Parcel D" conveyed in this deed by Central Maine to St. Regis and described in paragraph numbered 1 next hereinbefore set forth; thence westerly, southerly and again westerly by that part of said "Parcel D" described in said paragraph numbered 1 next hereinbefore set forth to the easterly line of the southerly portion of that part of said "Parcel D" conveyed by Central Maine to Maine Seaboard Paper Company by said indenture dated October 31, 1945 and recorded in said Registry of Deeds, Book 704, Page 165; thence southerly along the easterly line of the southerly portion of that part of said "Parcel D" conveyed by Central Maine to Maine Seaboard Paper Company by said indenture recorded in said Registry of Deeds, Book 704, Page 165, a distance of ninety-three (93) feet, more or less, to the point of beginning, said right of passage to be used in common with Central Maine and others entitled to use the same.

Reserving to Central Maine Power Company, its successors and assigns, the right and privilege to construct, operate, repair, replace and maintain the six (6) inch pipe line as now located on the above described premises.

2. A certain lot or parcel of land situated in said Bucksport and bounded and described as follows: Beginning at a point in the southerly boundary line of "Parcel A", so-called, which was conveyed by Maine Seaboard Paper Company to Central Maine Power Company by indenture dated December 27, 1939 and recorded in Hancock County Registry of Deeds in Book 670, Page 558, said point being thirty-four and forty-six hundredths (34.46) feet westerly from the most westerly line of the brickwork of the westerly wall of the Coater-Supercalender building as constructed by St. Regis Paper Company in 1961 and one hundred sixty-eight and ninety-one hundredths (168.91) feet southerly from the most northerly line projected westerly of the brickwork of the northerly wall of said Coater-Supercalender building; thence northerly along a line, said line being a prolongation southerly of the westerly face of a retaining wall as constructed by St. Regis Paper Company in 1961, to said retaining wall and continuing northerly along the westerly face of said retaining wall a total distance of fifty-two and fifty-seven hundredths (52.57) feet to a point where said retaining wall turns westerly; thence westerly along the southerly face of said retaining wall and continuing along a line, said line being a prolongation westerly of the southerly face of said retaining wall, a total distance of forty-eight (48) feet, more or less, to a point in the northerly boundary line of said "Parcel A" as conveyed to said Central Maine Power Company as aforesaid, said last mentioned point being eighty-eight and ninety-one hundredths (88.91) feet southerly from the most northerly line projected westerly of the brickwork of the northerly wall of said Coater-Supercalender building; thence easterly along the northerly boundary line of said "Parcel A" to the northeasterly corner of said "Parcel A"; thence southerly along the easterly boundary line of said "Parcel A" to the southeasterly corner of said "Parcel A"; thence westerly along the southerly boundary line of said "Parcel A" to the point of beginning, containing twenty-seven hundred (2700) square feet, more or less.

Being a part of "Parcel A" conveyed to Central Maine Power Company by Maine Seaboard Paper Company by indenture dated December 27, 1939 and recorded in said Registry of Deeds in Book 670, Page 558. Said Central Maine Power

Company reserving to itself, its successors and assigns, the right and privilege to construct, operate, repair, replace and maintain in the locations as now located on the above described premises an underground thirty-six (36) inch condenser water pipe line, a four (4) inch water line and an electric conduit. The approximate locations of said thirty-six (36) inch condenser water pipe line, four (4) inch water line and electric conduit are shown on a St. Regis plan numbered D-5503-7, dated April 11, 1962, and entitled "Relocated oil trench and underground piping at the southwest corner of the Coater-Supercalender building," and recorded in said Registry of Deeds in Plan Book 9, Page 61.

Said Central Maine Power Company also reserving to itself, its successors and assigns, a right to pass and repass with trucks and other vehicles and on foot over that part of the above described premises as now travelled for the purpose of gaining access to the building on that part of said "Parcel A" retained by said Central Maine Power Company.

3. A certain lot or parcel of land situated in said Bucksport and bounded and described as follows: Beginning at the southeasterly corner of parcel numbered (1) as described in and conveyed by a certain deed given by Maine Seaboard Paper Company to Central Maine Power Company dated July 12, 1932 and recorded in Hancock County Registry of Deeds in Book 640, Page 464; thence on a course of South sixty-six degrees nine minutes West (S 66° 09' W) along the southerly boundary of said parcel conveyed to said Central Maine Power Company as aforesaid a distance of sixteen and one tenth (16.1) feet to a point; thence on a course of North twenty-three degrees fifty-one minutes West (N 23° 51' W) a distance of thirty and seventy-five hundredths (30.75) feet to a point; thence on a course of South sixty-six degrees nine minutes West (S 66° 09' W) a distance of thirty-seven and eighty-five hundredths (37.85) feet to a point; thence on a course of North seventy-five degrees fifty-one minutes West (N 75° 51' W) a distance of nine and twenty-three hundredths (9.23) feet to a point; thence on a course of North twenty-three degrees fifty-one minutes West (N 23° 51' W) a distance of one hundred two and fifty-five hundredths (102.55) feet to a point; thence on a course of

North forty-two degrees forty-seven minutes East (N 42° 47' E) a distance of seventy and seven tenths (70.7) feet to a point; thence on a course of North twenty-three degrees fifty-one minutes West (N 23° 51' W) a distance of two hundred sixty-four and twenty-seven hundredths (264.27) feet to land of St. Regis Paper Company; thence on a course of North sixty-five degrees thirty-nine minutes East (N 65° 39' E) along said land of St. Regis Paper Company a distance of fifty-seven and eleven hundredths (57.11) feet to other land of St. Regis Paper Company; and thence on a course of South fifteen degrees fifty-one minutes East (S 15° 51' E) along said other land of St. Regis Paper Company a distance of four hundred thirty-six (436) feet to the point of beginning.

Being a part of parcel numbered (1) as described in and conveyed by a certain deed given by Maine Seaboard Paper Company to Central Maine Power Company dated July 12, 1932 and recorded in said Registry of Deeds in Book 640, Page 164.

Reserving to Central Maine Power Company, its successors and assigns, the right to use, jointly with St. Regis Paper Company, its successors and assigns, the spur track as now located on the above described premises and leading to Central Maine Power Company's substation at such times as shall be designated by St. Regis Paper Company.

Also reserving to Central Maine Power Company, its successors and assigns, the right and privilege to construct, operate, repair, replace and maintain the underground electrical duct lines as now located on the above described premises.

Parcel numbered 3 above described is hereby conveyed subject to the restriction that St. Regis Paper Company, its successors and assigns, shall not hereafter erect any building or structure within ten (10) feet of the seventh boundary of the above lot, said boundary reading as follows: thence on a course of North twenty-three degrees fifty-one minutes West (N 23° 51' W) a distance of two hundred sixty-four and twenty-seven hundredths (264.27) feet.

SCHEDULE A-43 CMP

successors and assigns forever, all the right, title and interest in and to a certain parcel of land situated on the easterly side of the Penobscot River in Bucksport, Hancock County, State of Maine, and being Central Maine Power Company's substation lot, so-called, and bounded and described as follows: Beginning at the southwesterly corner of the fence surrounding said substation, said fence corner being one hundred sixty-one and twenty-five hundredths (161.25) feet northerly from the northerly face of the finishing room, so-called, of St. Regis' mill at Bucksport, said fence corner also being fifty-two (52) feet westerly from a point on said fence, said point being in range with the westerly face of the machine room, so-called, of St. Regis' mill; thence extending north sixty-six degrees nine minutes east (N 66° 09' E) from said fence corner along the line of said fence and in continuation thereof a distance of two hundred eighty-three and nine tenths (283.9) feet to a corner, said last described line being parallel with the northerly face of said machine room; thence on a course of north twenty-three degrees fifty-one minutes west (N 23° 51' W) a distance of thirty and seventy-five hundredths (30.75) feet to a point; thence on a course of south sixty-six degrees nine minutes west (S 66° 09' W) a distance of thirty-seven and eighty-five hundredths (37.85) feet to a point; thence on a course of north seventy-five degrees fifty-one minutes west (N 75° 51' W) a distance of

nine and twenty-three hundredths (9.23) feet to a point; thence on a course of north twenty-three degrees fifty-one minutes west (N 23° 51' W) a distance of one hundred two and fifty-five hundredths (102.55) feet to a point; thence on a course of north forty-two degrees forty-seven minutes east (N 42° 47' E) a distance of seventy and seven tenths (70.7) feet to a point; thence on a course of north twenty-three degrees fifty-one minutes west (N 23° 51' W) a distance of two hundred sixty-four and twenty-seven hundredths (264.27) feet to a point, the last six (6) courses being by other land of the Grantor herein; thence on a course of south sixty-five degrees thirty-nine minutes west (S 65° 39' W) a distance of two hundred two and eighty-nine hundredths (202.89) feet to a point; thence on a course of south two degrees twenty-one minutes east (S 2° 21' E) a distance of two hundred seventy-four and nine tenths (274.9) feet to a point; and thence on a course of south twenty-three degrees fifty-one minutes east (S 23° 51' E) a distance of one hundred seventy-four and six tenths (174.6) feet to the point of beginning.

The premises as above described constitute the grantee's substation lot, so-called, as presently used and occupied by said grantee and the above description includes a portion of parcel numbered 1 as described in and conveyed by a certain deed given by Maine Seaboard Paper Company to Central Maine Power Company dated July 12, 1933 and recorded in Hancock County Registry of Deeds in Book 648, Page 464, and it also includes a small triangular lot adjoining the westerly boundary line of said parcel numbered 1 which was inadvertently omitted from said above deed through error, and said above description excludes that portion of said parcel numbered 1 which was conveyed by Central Maine Power Company to St. Regis Paper Company by deed dated April 20, 1962 and to be recorded in said Registry of Deeds.

Excepting [redacted] those same rights which were excepted and reserved to Maine Seaboard Paper Company in its said deed to Central Maine Power Company dated July 12, 1933 and recorded in said Registry of Deeds in Book 648, Page 464.

Also excepting [redacted]

-2-

[redacted]

assigns, those rights in, upon and over said substation lot which were conveyed by Central Maine Power Company to St. Regis Paper Company by a certain indenture dated April 20, 1962 and to be recorded in said Registry of Deeds.

SCHEDULE A-44 CMP

Company, its successors and assigns forever, the following described premises, rights and easements, together with any buildings and structures thereon, situated in Buckaport, in the County of Hancock and State of Maine:

1. A certain lot or parcel of land bounded and described as follows: Beginning at an iron pin set in the ground at the northerly corner of land hereby conveyed, said iron pin being 80.16 feet southerly from the most northerly line projected westerly of brickwork of the northerly wall of the finishing room, so-called, of the St. Regis Paper Company and 173.22 feet westerly from the most westerly line of brickwork of the westerly wall of the said finishing room; thence southerly parallel with the line of the most westerly brickwork of the said finishing room 80 feet to an iron pin driven

into the ground; thence westerly and at right angles to the last described line 52 feet, more or less, to the high water mark of the Penobscot River; thence northerly along the high water mark of said river to a point in a line running westerly from the point of beginning and at right angles to the first described boundary line; thence in a straight line 52 feet, more or less, to the point of beginning, containing .09 of an acre, more or less, together with all the privilieges pertaining to the shore below high water mark. Being part of the premises conveyed to Maine Seaboard Paper Company by The George Blodget Company by deed dated November 25, 1929 and recorded in Book 627, Page 342 of the Hancock County Registry of Deeds. Also being parcel "A" shown on plan 440-9 of Nepsco Services, Inc. entitled "Property - Key Map. Bucksport Steam Plant. Central Maine Power Company" (hereinafter referred to as "Key Map"), dated October 3, 1939, and on Nepsco Services, Inc. plan 440-3 of "Parcel A", dated October 3, 1939, said plans being filed in Hancock County Registry of Deeds.

Being the same premises as described under Parcel A in the indenture given by Maine Seaboard Paper Company to Central Maine Power Company dated December 27, 1939 and recorded in said Registry of Deeds in Book 670, Page 558.

Excepting from the above described premises that part thereof described in Parcel 2 in the deed given by Central Maine Power Company to St. Regis Paper Company dated April 20, 1942 and recorded in said Registry of Deeds in Book 907, Page 485.

2. A certain lot or parcel of land bounded and described as follows: Beginning at an iron pin driven in the ground in a line at right angles to the center line, and 50 feet easterly therefrom, of the existing 110 KV transmission line running from Bucksport to Orrington where it joins the transmission lines of the Bangor Hydro-Electric Company running to Veazie, said line being 308.1 feet northerly from the northerly line of the substation property conveyed by Maine Seaboard Paper Company to Central Maine Power Company by paragraph 1 of a deed dated July 12, 1932, and recorded in Hancock County Registry of Deeds, Book 640, Page 464, as measured along the said center line of said transmission line; thence northerly and parallel with the center line of said transmission line a distance of 480 feet; thence easterly at right angles a distance of 220 feet; thence southerly at right angles a distance of 480 feet; thence westerly at right angles a distance of 220 feet to the point of beginning. Containing 2.42 acres. [redacted]

Excepting from the above described premises that part thereof conveyed by Central Maine Power Company to Maine Seaboard Paper Company by deed dated September 25, 1940 and recorded in said Registry of Deeds in Book 660, Page 359.

Also hereby conveying a certain lot or parcel of land, bounded and described as follows: Beginning at an iron pin driven in the ground in a line at right angles to the center line, and 20 feet easterly therefrom, of the existing 110 KV transmission line of Central Maine Power Company running from Bucksport to Orrington where it joins the transmission lines of the Bangor Hydro-Electric Company running to Veazie, said line being 438.1 feet northerly from the northerly line of the substation property conveyed by Maine Seaboard Paper Company to Central Maine Power Company by paragraph 1 of a deed dated July 12, 1932 and recorded in said Registry of Deeds in Book 640, Page 464, as measured along the said center line of said transmission line; thence northerly and parallel with the center line of said transmission line a distance of 391.1 feet; thence easterly at right angles a distance of 270 feet; thence southerly at right angles a distance of 391.1 feet; thence westerly at right angles a distance of 20 feet to the land as described under Parcel B in the indenture given by Maine Seaboard Paper Company to Central Maine Power Company dated December 27, 1939 and recorded in said Registry of Deeds in Book 670, Page 558; and being parcel numbered 2 next hereinbefore described and

conveyed; thence northerly at right angles along the easterly line of said parcel 2 next hereinabove described a distance of 350 feet; thence westerly at right angles along the northerly line of said parcel 2 next hereinabove described a distance of 220 feet; thence southerly at right angles along the westerly line of said parcel 2 next hereinabove described a distance of 350 feet; thence westerly at right angles a distance of 30 feet to the point of beginning; containing approximately twenty-eight thousand six hundred (28,600) square feet.

3. A certain lot or parcel of land bounded and described as follows: Beginning at the southwest corner of the St. Regis Paper Company boiler room, said corner being the intersection of the southerly and westerly brick pilaster lines of said boiler room; thence northerly along the westerly brick pilaster line of said boiler room a distance of 72.17 feet to the north side of the partition between said boiler room and the experimental mill, so-called; thence easterly along the north side of said partition a distance of 30.67 feet to the brick pilaster line on the west side of the partition between said experamental mill and the St. Regis Paper Company turbine room, so-called; thence northerly along the said brick pilaster line of said partition a distance of 38.67 feet to the brick pilaster line of the south wall of the St. Regis Paper Company's machine room, so-called; thence westerly along the said brick pilaster line of said machine room wall a distance of 142.67 feet to a brass plug in the concrete foundation of said machine room wall; thence southerly along a line that is at right angles to the last described line a distance of 144.34 feet; thence easterly at right angles to the last described line a distance of 112 feet; thence northerly at right angles a distance of 13.5

feet to the point of beginning. All corners in the above description are 90 degrees, giving a total area of .41 acres. Being part of the premises conveyed to Maine Seaboard Paper Company by The George Blodget Company by deed dated November 25, 1929 and recorded in Book 627, Page 342 of the Hancock County Registry of Deeds. Also being parcel "D" shown on said "Key Map", and on Nepsco Services, Inc. plan 440-8 of "Parcel D" dated October 3, 1939 and filed in Hancock County Registry of Deeds.

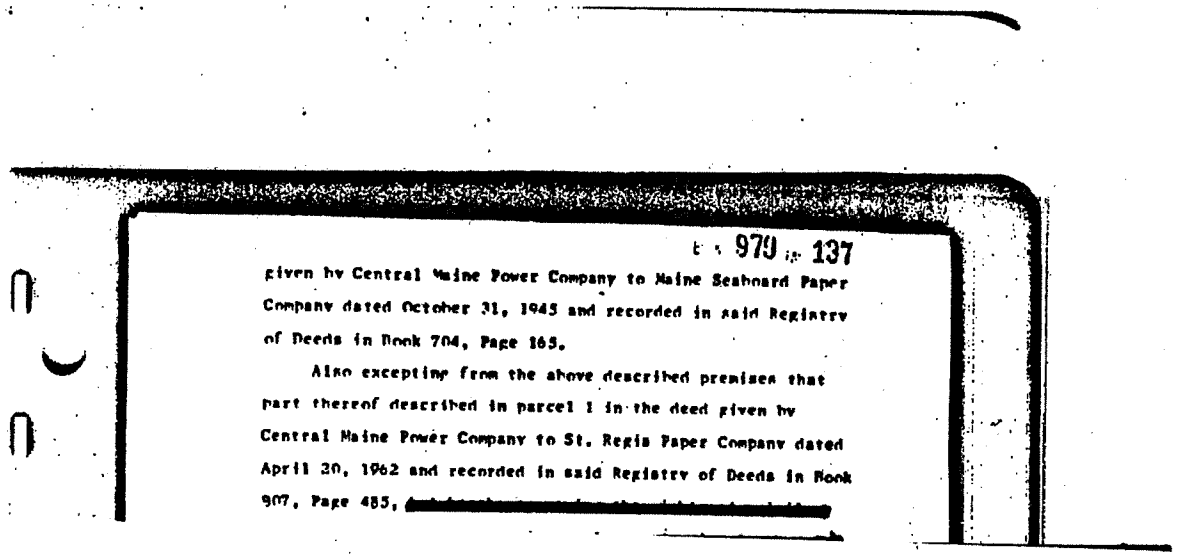
Also hereby conveying one half interest in common and undivided of the following described walls of St. Regis Paper Company's buildings, to wit: The westerly wall of the boiler room, so-called; that part of the northerly wall of said boiler room which is adjacent to the experimental mill, so-called; the west wall of the turbine room, so-called, adjacent to said experimental mill; and all that part of the southerly wall of the machine room, so-called, which is adjacent to the above described premises.

Also hereby conveying said experimental mill which is included within the above described parcel.

Being the same premises as described under Parcel D in the indenture given by Maine Seaboard Paper Company to Central Maine Power Company dated December 27, 1939 and recorded in said Registry of Deeds in Book 670, Page 358, and said premises are hereby conveyed subject to the rights as excepted and reserved to said Maine Seaboard Paper Company in said indenture.

Excepting from the above described premises that part thereof described in Parcel 2 on pages 2 and 3 of the indenture

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given by Central Maine Power Company to Maine Seaboard Paper Company dated October 31, 1945 and recorded in said Registry of Deeds in Book 704, Page 165.

Also excepting from the above described premises that part thereof described in parcel I in the deed given by Central Maine Power Company to St. Regis Paper Company dated April 20, 1962 and recorded in said Registry of Deeds in Book 907, Page 485,

SCHEDULE A-45 CMP

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine, being part of the Grantor's millyard, so-called, and being bounded and described as follows:

Beginning at a point 103.6 feet North 37° 50' East from the most easterly corner of the premises described in paragraph no. 2 of a deed from Maine Seaboard Paper Company to Central Maine Power Company dated July 12, 1932 and recorded in the Hancock County Registry of Deeds in Book 640, Page 464; thence running North 37° 50' East 73 feet to a point; thence running North 52° 10' West 69 feet to a 1/2-inch reinforcing rod driven in the ground; thence running South 37° 50' West 73 feet to a 1/2-inch reinforcing rod driven in the ground; thence running South 52° 10' East 69 feet to the point of beginning.

SCHEDULE A-46 CMP

A certain lot or parcel of land [redacted] located between the River Road and the Penobscot River in the Town of Bucksport, Hancock County, Maine, bounded and described as follows:

Beginning at a point which is the southwesterly corner of the fence surrounding the sub-station of Central Maine Power Company as described in paragraph (1) of a certain deed given by Maine Seaboard Paper Company to Central Maine Power Company dated July 12, 1932 and recorded in Hancock County Registry of Deeds in Book 640, Page 464; thence running North sixty-six degrees nine minutes East (N 66° 09' E) a distance of two hundred eighty-three and nine tenths (283.9) feet to a point; thence on a course of North twenty-three degrees fifty-one minutes West (N 23° 51' W) a distance of thirty and seventy-five hundredths (30.75) feet to a point; thence on a course of South sixty-six degrees nine minutes West (S 66° 09' W) a distance of thirty-seven and eighty-five hundredths (37.85) feet to a point; thence on a course of North seventy-five degrees fifty-one minutes West (N 75° 51' W) a distance of nine and twenty-three hundredths (9.23) feet to a point; thence on a course of North twenty-three degrees fifty-one minutes West (N 23° 51' W) a distance of one hundred two and fifty-five hundredths (102.55) feet to a point; thence on a course of North forty-two degrees forty-seven minutes East (N 42° 47' E), said course being six and zero tenths (6.0) feet northwesterly of and parallel to the northwesterly foundation wall of St. Regis Paper Company's so-called Kraft Building as the same now exists, a distance of forty-five and twenty-three hundredths (45.23) feet to an iron pin; thence on a course of South sixty-six degrees fourteen minutes West (S 66° 14' W) , said course being seven and zero tenths (7.0) feet northerly of the center line of a line of towers, a distance of one hundred fifty-five and three tenths (155.3) feet to an iron pin; thence on a course of South twenty-three degrees forty-four minutes East (S 23° 44' E), said course being seven and zero tenths (7.0) feet westerly of the center line of a line of towers, a distance of one hundred thirty-seven and fifteen hundredths (137.15) feet to an iron pin; thence on a course of South sixty-six degrees nine minutes West (S 66° 09' W), said course being parallel to and twenty and zero tenths (20.0) feet northerly of the first described line, a distance of sixty-four and seventy-two hundredths (64.72) feet to a point; thence on a course of North twenty-three degrees fifty-one minutes West (N 23° 51' W) a distance of seventy-five and zero tenths (75.0) feet to a point; thence on a course of South sixty-six degrees nine minutes West (S 66° 09' W) a distance of sixty and zero tenths (60.0) feet to a point; thence on a course of South twenty-three degrees fifty-one minutes East (S 23° 51' E) a distance of ninety-five and zero tenths (95.0) feet to the point of beginning.

Parcel No. 2

An additional parcel of land, being the southeasterly half of the parcel of land described in paragraph numbered (2) of said deed from Maine Seaboard Paper Company to the Grantor dated July 12, 1932 and recorded in said Hancock Registry, Book 640, Page 464, bounded and described as follows:

Beginning at a point on the southwesterly side of the lot as described in paragraph No. 2 of said deed from Maine Seaboard Paper Company to Central Maine Power Company as aforesaid, said point being sixty-nine (69) feet on a course of South fifty-two degrees ten minutes East (S 52° 10' E) from the most northerly corner of the parcel described in said paragraph No. 2 of said deed, from said point of beginning; thence running South fifty-two degrees ten minutes East (S 52° 10' E) sixty-nine (69) feet to the most southerly corner of said lot described in paragraph No. 2 of said deed; thence running North thirty-seven degrees fifty minutes East (N 37° 50' E) seventy-three (73) feet; thence running North fifty-two degrees ten minutes W (N 52° 10' W) sixty-nine (69) feet; thence running South thirty-seven degrees fifty minutes West (S 37° 50' W) seventy-three (73) feet to the point of beginning.

SCHEDULE A-47 CMP

a certain lot or parcel of land situated in Bucksport, County of Hancock, State of Maine, more particularly located and described as follows:

Beginning at a southeasterly corner of land of the Grantor said corner being approximately 30 feet southeasterly of the Grantor's utility building as now located, at an iron rod driven in the ground at land of the Grantee; Thence South 66° 09' West by land of the Grantee 64.72 feet to an iron rod driven in the ground at a southwesterly corner of land of the Grantor at a cyclone fence; Thence North 23° 51' West 12.21 feet by land of the Grantee to an iron rod driven in the ground; Thence North 66° 09' East on a line approximately parallel to and 10 feet from the southerly side of the Granter's above mentioned utility building and by land still of the Grantor a distance of 64.76 feet to an iron pipe driven in the ground at land of the Grantee; Thence South 23° 44' East 12.21 feet by said land of the Grantee to the iron rod at the point of beginning.

The above described parcel has an area of 790.35 sq. feet. Reference see Champion International Corporation drawing No. S-13629 compass readings were from previous survey shown on St. Regis now Champion International Corporation drawing S-3782 and HD-8861.

The above described parcel of land being a portion of the premises conveyed by Maine Seaboard Paper Company by deed dated July 13, 1932 and recorded in Hancock County Registry of Deeds in Book 640, Page 464.

SCHEDULE A-48 CMP

A parcel of land located in the Town of Bucksport, Hancock County, Maine, more particularly described as follows:

Being a strip of land 40 feet in width located northwesterly of and contiguous with a 225-foot strip of land conveyed to the Grantee by Edwin P. Bennett, et al, by deed dated March 4, 1966 and recorded in Hancock County Registry of Deeds in Book 1005, Page 174, and extending from land now or formerly of Eleanor R. Lozier, et al, on the southwest in a general northeasterly direction a distance of 222 feet, more or less, to a point of intersection with a projection northwesterly of the northeasterly sideline of a 100-foot strip of land described in an easement deed from Frederick L. Keniston and Elizabeth E. Keniston to Central Maine Power Company recorded, or to be recorded, in said Registry of Deeds.

Said strip of land is more particularly located and described as follows:

Beginning at a point of intersection of the northeasterly boundary line of land of said Lozier and the northwesterly boundary line of said 225-foot strip of land conveyed to Central Maine Power Company by said Bennett; thence extending in a general northwesterly direction on said boundary line of said Lozier a distance of 40 feet, more or less, to a point, said point being 712 feet, more or less, distant southeasterly measured along said boundary line from the center of the Shore Road, so called, as traveled on September 27, 1966; thence extending N. 43° 59' E. on a line parallel with and 40 feet distant northwesterly measured at right angles from said boundary line of said 225-foot strip of land conveyed to Central Maine Power Company by said Bennett a distance of 222 feet, more or less, to a point of intersection with said projection northwesterly of said 100-foot strip conveyed to Central Maine Power Company by said Kenistons; thence extending S. 39° 11' E. on said projection a distance of 40 feet, more or less, to a point in said northwesterly boundary line of said land conveyed to Central Maine Power Company by said Bennett; thence extending S. 43° 59' W. along said boundary line to the point of beginning, containing .2 acre, more or less.

SCHEDULE A-49

[redacted] two certain lots or parcels of land with the improvements thereon, situated in the Town of Bucksport, County of Hancock, State of Maine, bounded and described as follows:

[redacted]

FIRST PARCEL: BEGINNING at an iron stake on the westerly sideline of the right-of-way of State Highway #15 leading from Bucksport to Bangor, also known as the River Road, at the southeasterly corner of land sold by Norwood W. Bakeman, et al, to Freeport Sulphur Company by deed dated 6 September 1963 and recorded in the Hancock County Registry of Deeds in Book 941, Page 197; thence westerly by and along the southerly bound of said Freeport Sulphur Co. land seventy-one and thirty-eight hundredths (71.38) feet to an iron stake at the easterly sideline of the right-of-way of the Maine Central Railroad; thence southerly by and along the easterly sideline of the Maine Central Railroad right-of-way to a stonewall and land of St. Regis Paper Company; thence easterly by and along said stonewall and said land of St. Regis Paper Company to the westerly sideline of the right-of-way of said State Highway #15; thence northerly by and along the westerly sideline of said Highway right-of-way to the point of beginning.

Being the same premises conveyed to James D. Moorhead by deed recorded 17 February 1985 in Book 1528, Page 161 of the Hancock County Registry of Deeds.

SECOND PARCEL: A certain lot or parcel of land situated on the westerly side of State Highway No. 15, sometimes known as the road running from Bucksport to Bangor, or the Orrington Road, in the Town of Bucksport, County of Hancock and State of Maine, being more particularly bounded and described as follows:

BEGINNING on the westerly side of said State Highway No. 15 at an iron pipe marking the right-of-way limits of said road, said iron pipe being on the northerly sideline of land of the Grantor herein, being the northerly sideline of land conveyed to Maine Seaboard Paper Company by Warranty Deed of W. L. Hussy dated 4 January 1930 and recorded in the Hancock County Registry of Deeds in Book 629, Page 86, said point of beginning also being the southeasterly corner of land conveyed to Village Drive In, Inc. by James J. Moorhead et al by deed dated 11 March 1981 and recorded in the Hancock County Registry of Deeds in Book 1400, Page 126, from said point of beginning; thence running South 5° 00' West by said State Highway No. 15, 350.0 feet to an iron pipe set in the ground on the westerly line of said State Highway No. 15 at other land of the Grantor herein; thence running South 60° 30' West by other land of the Grantor herein 140.0 feet to an iron pipe set in the easterly limits of the right-of-way of the Maine Central Railroad Company, being formerly the right-of-way limits of Eastern Maine Railway; thence running northerly by the easterly line of said right-of-way 475.0 feet, more or less, to an iron pipe set in the ground on the northerly line of land conveyed by W. L. Hussy as aforesaid, being the southerly line of land now or formerly of Village Drive In, Inc.; thence South 58° 15' East by said Village Drive In, Inc. land, being the northerly line of land conveyed by W. L. Hussy to Main Seaboard Paper Company as aforesaid, 95.0 feet to the point of beginning.

Being the same premises conveyed to James D. Moorhead by deed recorded 1 October 1986 in Book 1603, Page 43 of the Hancock County Registry of Deeds.

Further reference is made to Quitclaim Deed from Camden National Bank to Cecilio H. Juntura as recorded in the Hancock County Registry of Deeds, Book 2231, Page 080.

The certain premises located off U.S. Route 15 in the Town of Bucksport, County of Hancock and State of Maine, more particularly described as follows:

beginning at a point that is North 20 degrees, 13 minutes, 47 seconds East a distance of 20.06 feet from the northerly-most exterior corner of the concrete foundation wall of the "Number 3 Turbine Building", so called; thence South 64 degrees, 2 minutes, 46 seconds East a distance of 135.33 feet to a point that is North 68 degrees, 12 minutes, 9 seconds East a distance of 32.68 feet from the easterly-most exterior corner of the concrete foundation wall of the "Number 3 Turbine Building"; thence North 34 degrees, 3 minutes, 11 seconds East a distance of 57.36 feet; thence North 25 degrees, 57 minutes, 14 seconds East a distance of 145.59 feet; thence North 64 degrees, 2 minutes, 46 seconds West a distance of 16.99 feet; thence North 8 degrees, 54 minutes, 3 seconds East a distance of 50.85 feet; thence North 64 degrees, 2 minutes, 46 seconds West a distance of 20.35 feet; thence North 25 degrees, 57 minutes, 14 seconds East a distance of 7.60 feet; thence North 64 degrees, 2 minutes, 46 seconds West a distance of 30.50 feet; thence South 25 degrees, 57 minutes, 14 seconds West a distance of 7.60 feet; thence North 64 degrees, 2 minutes, 46 seconds West a distance of 34.43 feet; thence South 27 degrees, 13 minutes, 31 seconds West a distance of 110.29 feet; thence South 33 degrees, 35 minutes, 34 seconds West a distance of 35.54 feet; thence South 35 degrees, 28 minutes, 9 seconds West a distance of 41.00 feet; thence South 36 degrees, 38 minutes, 39 seconds West a distance of 66.23 feet to the point of beginning, enclosing 30,265 square feet.

Bearings referenced herein are oriented to Grid North, Maine State Coordinate System of 1927, East Zone, as determined by a survey conducted by Plisga & Day, Land Surveyors.

The premises are depicted on a certain survey titled "Land Title Survey - Portion of Property of Champion International Corporation", State Route 15, Bucksport, Maine, for Multinational Electricity and Gas Corporation, Plisga & Day Land Surveyors, dated April 7, 1999, last revised July 13 1999, Sheet 2.2, recorded or to be recorded in Hancock County Registry of Deeds (the "Land Title Survey").

For the Landlord's source of title reference is made to: (a) a deed from Eastern Maine Railway Company recorded in Hancock County Registry of Deeds, Book 628, Page 122, and (b) parcel 3 in a deed from The George Blodgett Company recorded in Hancock County Registry of Deeds, Book 627, Page 342.

SCHEDULE A-55

a certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine, bounded and described as follows, to wit:

Being Parcel No. (3), as shown on a Right of Way Map, State Aid Highway No. 3, Bucksport, "Millvale Road", dated August 1972, on file in the office of the Department of Transportation (D.O.T. File No. 8-3-217) and to be recorded in the Registry of Deeds of Hancock County.

Beginning at a point thirty three (33) feet westerly from and as measured along a line at right angles to the Base Line at about Station 9 + 93, said point being in the northeasterly corner of land now or formerly of Fred and Patricia Oldfield;

Thence N. 2°-07' E., about forty three and twenty four hundredths (43.24) feet to a point thirty three (33) feet westerly from and as measured along a line at right angles to the Base Line at P. C. Station 10 + 36.24;

Thence northerly along a curved line thirty three (33) feet westerly from and concentric with a five degree (5°-00') curve of the Base Line about ninety six and eighty nine hundredths (96.89) feet to a point on a line normal to the Base Line at about Station 11 + 36, said point being in the southerly line of land now or formerly of Junior L. Smith;

Thence southeasterly along the southerly line of said Smith about five (5) feet to the westerly old right of way line of State Aid Highway No. 3;

Thence southerly along the westerly old right of way line of State Aid Highway No. 3, about one hundred thirty seven (137) feet to the point of beginning.

The above described lot or parcel of land contains approximately one hundredth (0.01) of an acre and is a portion of the same premises conveyed to the Maine Seaboard Paper Company by Warranty deed from Edith L. Grindle, dated August 13, 1930, and recorded in the Registry of Deeds of Hancock County in Book 631, Page 105.

And for the aforesaid consideration the said Grantor Corporation herein does for itself, its successors, heirs, successors, administrators and assigns, hereby grant unto the said State of Maine, its successors and assigns, the perpetual right to flow water over and across its land outside of and adjoining the

the land herein conveyed from a culvert or drain constructed at the following locations as shown on the Right of Way Map above referred to:

At about Station 10 + 40, draining westerly.
At about Station 10 + 95, draining westerly.

Also conveying hereby unto the said State of Maine, its successors and assigns, the right to construct and forever maintain slopes of the highway which may extend beyond the above described right of way limits located westerly of the Base Line between Station 9 + 93 and Station 11 + 20.

And for the aforesaid consideration, said Grantor Corporation hereby releases the said State of Maine from all claims for damages to the land of said Grantor Corporation adjoining the land herein conveyed, arising from the new location of and change of grade made in State Aid Highway No. 3.

Excepting and reserving to the Grantor, its successors and assigns, an easement to use, maintain, repair, and replace the water main as presently located on the premises herein before described.

SCHEDULE A-56

[redacted] three certain lots or parcels of land

situated in the Town of Bucksport, County of Hancock and State of Maine,

bounded and described as follows, to wit;

Being Parcels No. (5-1), (5-2), and (5-3) as shown on a Right of Way Map, State Aid Highway No. 2, Route 46, Bucksport, Project No. 5791.00, dated November 1993, on file in the office of the Maine Department of Transportation (D.O.T. File No. 5-226) and to be recorded in the Hancock County Maine Registry of Deeds.

Parcel No. (5-1)

Beginning at a point fifty (50) feet southerly from and as measured along a line at right angles to the Base Line at about Station 31+06, said point being in or near the easterly line of land now or formerly of the Inhabitants of Bucksport;

Thence westerly along the northerly line of said Inhabitants of Bucksport about seventy seven (77) feet to a point in or near the southerly old right of way line of State Aid Highway No.2;

Thence easterly along the southerly old right of way line of State Aid Highway No. 2 about four hundred fifty nine (459) feet to the northwesterly corner of land now or formerly of Edward C. Wright et al;

Thence southerly along the westerly line of said Edward C. Wright et al about seventy (70) feet to a point fifty (50) feet southerly from and as measured along a line at right angles to the Base Line at about Station 35+09;

Thence south sixty one degrees fifty five minutes west (S.61°-55'W.) about four hundred three (403) feet to the point of beginning.

The above described lot or parcel of land contains about fifty three hundredths (0.53) of an acre.

Parcel No. (5-2)

Beginning at a point fifty (50) feet southerly from and as measured along a line at right angles to the Base Line at about Station 35+64, said point being in or near the easterly line of land now or formerly of Edward C. Wright et al;

Thence northerly along the easterly line of said Edward C. Wright et al about seventy seven (77) feet to a point in or near the southerly old right of way line of State Aid Highway No.2;

Thence easterly along the southerly old right of way line of State Aid Highway No. 2 about eight hundred seven (807) feet to a point about thirty one (31) feet southerly from and as measured along a line at right angles to the Base Line at P.T. Station 43+67.03;

Thence southerly along said right angle line, and said right angle line extended about nineteen (19) feet to a point fifty (50) feet from the Base Line.

Thence westerly along a curved line fifty (50) feet southerly from and concentric with a four degree (4°-00) curve of the Base Line five hundred eleven and fifty hundredths (511.50) feet to a point on a line at right angles to the Base Line at P.C. Station 38+37.03;

Thence south sixty one degrees fifty five minutes west (S.61°-55'W.) about two hundred seventy two and three hundredths (272.03) feet to the point of beginning.

The above described lot or parcel of land contains about one and four hundredths acres.

Parcel No. (5-3)

Beginning at a point thirty three (33) feet northerly from and as measured along a line normal to the Base Line at about Station 45+84, said point being in or near the easterly line of land now or formerly of the heirs of Lewis L. Gray;

Thence easterly along a curved line thirty three (33) feet northerly from and concentric with an eight degree (8°-00) curve of the Base Line about two hundred eighty nine and fifty nine hundredths (289.59) feet to a point on a line at right angles to the Base Line at P.T. Station 48+87.58;

Thence north forty six degrees ten minutes east (N.46°-10'E.) about four hundred fifty and forty two hundredths (450.42) feet to a point thirty three (33) feet northwesterly from and as measured along a line at right angles to the Base Line at about Station 53+38, said point being in or near the northwesterly old right of way line of State Aid Highway No. 2;

Thence southwesterly and westerly along the northwesterly and northerly old right of way lines of State Aid Highway No. 2, as the same may run, about seven hundred forty four (744) feet to the southeasterly corner of land of the beforementioned heirs of Lewis L. Gray;

Thence northerly along the easterly line of the said heirs of Lewis L. Gray about one (1) foot to the point of beginning.

The above described lot or parcel of land contains about twenty six hundredths (0.26) of an acre.

Also conveying unto the said State of Maine, its successors and assigns, the right to enter, clear, grub, construct, and maintain slopes of the highway, as long as they are necessary for highway purposes, on land outside of and adjoining the herein before described lots or parcels of land and within the areas defined by the, "Construction Limit Line," as shown on the beforementioned right of way map, together with the perpetual right to flow water over, through and across land of the Grantor - Corporation outside of and adjoining the land herein conveyed from culverts or drains installed under the highway at about Stations 29+40, 30+46, 46+00, and 48+74, with the right to enter upon said premises at any time for the purpose of maintaining or repairing inlets and outlets thereof.

SCHEDULE A-57

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine, generally lying south of Thurston Pond, north of Jacob Buck Pond and west of the Jacob Buck Pond Road or Gulley Road, bounded and described as follows, to wit:

Beginning on the Orrington-Bucksport town line at a granite post marked "O" and "B" at the northwesterly corner of Lot 59 in the fourth range of lots in said town, thence following said town line S 76°-31'-01" E a distance of 3,644.58 feet along the northerly line of said Lot 59 to a granite post marked "O" and "B" at a corner in said town line; thence following said town line N 18°-28'-40" E a distance of 1,275.62 feet along Lot 165 in the short range of lots in said town to the northerly corner of said Lot 165; thence following the northeasterly line of said Lot 165 on a bearing of S 46°-24'-20" E a distance of 1,758.86 feet to a stone post; thence across Lot 166 on a bearing of N 43°-35'-50" E a distance of 1,573.84 feet to a rebar driven into the ground on the northerly line of Lot 166; thence following the northerly line of said Lot 166 on a bearing of S 45°-48'-35" E a distance of 2,346.21 feet to a iron rod at the range line between the short range and Range 5; thence following said range line S 43°-35'-00" W a distance of 4,813.97 feet and along a spotted line painted yellow to an iron rod set near Jacob Buck Pond and the southerly corner of Lot 164; thence N 49°-12'-10" W a distance of 2,520.68 feet along the southwesterly line of said Lot 164 and a spotted line painted yellow to an iron rod driven into the ground on the range line between the short range and Range 4; thence following said range line N 18°-28'-40" E a distance of 459.22 feet along a spotted line painted yellow to an iron rod at the southeasterly corner of parcel of land described as Parcel 3 in a deed from Bentley L. Barbour to St. Regis Paper Company dated January 4, 1980 and recorded in the Hancock County Registry of Deeds in Book 1369 at Page 28; thence following the southerly line of said Parcel 3 on as bearing of N 76°-31'-10" W a distance of 1,822.64 feet along a spotted line painted yellow to an iron rod driven into the ground; thence along the westerly line of Parcel 3 on a bearing of N 13°-28'-50" E a distance of 381.55 feet along a spotted line painted yellow to an iron rod set in the southerly line of Lot 59, Range 4; thence following the southerly line of said Lot 59 on a bearing of N 76°-31'-10" W a distance of 2,042.16 feet along a spotted line painted yellow to an iron rod set in the ground at the range line between the third and fourth ranges and the southwest corner of Lot 59, Range 4; thence following the range line N 20°-21'-20" E a distance of 1,628.95 feet along the westerly line of said Lot 59 and a spotted line painted yellow to a stone post marked "O" and "B" and continuing on to a second granite post at the point of beginning.

The above description is taken from a survey by Henry J. Hunter dated September 1982. All bearings are true north.

A certain lot or parcel of land situated in Bucksport, Hancock County, Maine, being generally located in the easterly central portion of the town on both sides of Moosehorn Stream, more fully described as follows, to wit:

Beginning at a rebar driven into the ground with an aluminum cap affixed to the top set on the easterly side of State Route 46 about 18 chains northerly of the intersection of the said Route 46 and the road by the northerly end of Hancock Pond at the southerly line of Lot 109, 7th Range of lots, in said town; thence northeasterly and northerly or whatever the course may be 1,389.6 feet, more of less, along the easterly sideline of said Route 46 to a rebar driven into the ground with an aluminum cap affixed to the top; thence N 87°-47'-00" E a distance of 432.6 feet, more or less, along a spotted line painted blaze orange to a rebar driven into the ground with an aluminum cap affixed to the top on the westerly bank of Moosehorn Stream; thence continuing on the same bearing 63 feet, more or less, to the thread of Moosehorn Stream; thence northeasterly, southerly, northeasterly and northerly or whatever the course may be a distance of 1,219 feet, more or less, to a point opposite a rebar driven into the ground with an aluminum cap affixed to the top numbered 133 near the center on the easterly bank of said Moosehorn Stream at the northerly line of Lot 111, 7th Range of lots, in said town; thence S 47°-22'-30" E a distance of 33 feet, more or less following the northerly line of Lot 111, 7th Range to said rebar; thence on the same bearing a distance of 217.1 feet, more or less, along a spotted line painted yellow and the northerly line of said Lot 111 to a rebar driven into the ground with an aluminum cap affixed to the top numbered 134 near the center; thence S 26°-51'-15" W a distance of 247.5 feet, more or less, following a spotted line painted yellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 135 near the center; thence S 46°-50'-30" E a distance of 742.5 feet, more or less, following a spotted line painted yellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 135 near the center on the westerly side of the Upper Long Pond Road, so-called; thence southerly and southwesterly or whatever the course may be 2,370.3 feet, more or less, following the westerly sideline of said Upper Long Pond Road to a rebar set on the westerly side of the Upper Long Pond Road; thence N 47°-22-30" W a distance of 1,454.5 feet, more or less, following a spotted line painted yellow and the southwesterly line of Lot 109 in the 7th Range to the rebar at the point of beginning, containing 75 acres, more or less.

Also conveying whatever rights SP Forests, L.L.C. may have in the westerly half of the Upper Long Pond Road and the easterly half of Route 46 adjoining said above described property.

Being a portion of Lots 109, 110 and 111, in the 7th Range.

All bearings are true. Said data was collected during surveys done by Plisga & Day, Land Surveyors, from 1981 to 1993, and compiled on one plan dated December 27, 1993.

Being a portion of the premises conveyed to St. Regis Paper Company by deed of Albert C. Swazey dated January 11, 1965 and recorded in the Hancock County Registry of Deeds in Book 976 at Page 161. . St. Regis Paper Company became St. Regis Corporation by a Certificate of Name Change dated June 29, 1983 and recorded in the said Registry in Misc. Book 9 at Page 95. St. Regis Corporation merged with Champion International Corporation by Certificate of Merger dated April 1, 1985 and recorded in said Registry in Misc. Book 9 at Page 151 Champion International Corporation merged with International Paper Company, a Certificate of Merger dated December 31, 2000 and recorded in said Registry in Book 3017 at Page 191. International Paper Company conveyed the property, less the mineral rights, to IP Maine Forests L.L.C. by deed dated March 12, 2001 and recorded in said Registry in Book 3036 at Page 212. IP Maine Forests L.L.C. merged with SP Forests L.L.C., a certificate of which merger dated March 26, 2001 is recorded in said Registry in Book 3042 at Page 257.

SCHEDULE A-58

A certain lot or parcel of land situated in Bucksport, Hancock County, Maine, being generally located in the easterly central portion of the town on both sides of Moosehorn Stream, more fully described as follows, to wit:

Beginning at a rebar driven into the ground with an aluminum cap affixed to the top set on the easterly side of State Route 46 about 18 chains northerly of the intersection of the said Route 46 and the road by the northerly end of Hancock Pond at the southerly line of Lot 109, 7th Range of lots, in said town; thence northeasterly and northerly or whatever the course may be 1,389.8 feet, more of less, along the easterly sideline of said Route 46 to a rebar driven into the ground with an aluminum cap affixed to the top; thence N 87°-47'-00" E a distance of 432.6 feet, more or less, along a spotted line painted blaze orange to a rebar driven into the ground with an aluminum cap affixed to the top on the westerly bank of Moosehorn Stream; thence continuing on the same bearing 63 feet, more or less, to the thread of Moosehorn Stream; thence northeasterly, southerly, northeasterly and northerly or whatever the course may be a distance of 1,219 feet, more or less, to a point opposite a rebar driven into the ground with an aluminum cap affixed to the top numbered 133 near the center on the easterly bank of said Moosehorn Stream at the northerly line of Lot 111, 7th Range of lots, in said town; thence S 47°-22'-30" E a distance of 33 feet, more or less following the northerly line of Lot 111, 7th Range to said rebar; thence on the same bearing a distance of 217.1 feet, more or less, along a spotted line painted yellow and the northerly line of said Lot 111 to a rebar driven into the ground with an aluminum cap affixed to the top numbered 134 near the center; thence S 26°-51'-15" W a distance of 247.5 feet, more or less, following a spotted line painted yellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 135 near the center; thence S 46°-50'-30" E a distance of 742.5 feet, more or less, following a spotted line painted yellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 135 near the center on the westerly side of the Upper Long Pond Road, so-called; thence southerly and southwesterly or whatever the course may be 2,370.3 feet, more or less, following the westerly sideline of said Upper Long Pond Road to a rebar set on the westerly side of the Upper Long Pond Road; thence N 47°-22-30" W a distance of 1,454.5 feet, more or less, following a spotted line painted yellow and the southwesterly line of Lot 109 in the 7th Range to the rebar at the point of beginning, containing 75 acres, more or less.

Also conveying whatever rights SP Forests, L.L.C. may have in the westerly half of the Upper Long Pond Road and the easterly half of Route 46 adjoining said above described property.

Being a portion of Lots 109, 110 and 111, in the 7th Range.

All bearings are true. Said data was collected during surveys done by Plisga & Day, Land Surveyors, from 1981 to 1993, and compiled on one plan dated December 27, 1993.

Being a portion of the premises conveyed to St. Regis Paper Company by deed of Albert C. Swazey dated January 11, 1965 and recorded in the Hancock County Registry of Deeds in Book 976 at Page 161. . St. Regis Paper Company became St. Regis Corporation by a Certificate of Name Change dated June 29, 1983 and recorded in the said Registry in Misc. Book 9 at Page 95. St. Regis Corporation merged with Champion International Corporation by Certificate of Merger dated April 1, 1985 and recorded in said Registry in Misc. Book 9 at Page 151 Champion International Corporation merged with International Paper Company, a Certificate of Merger dated December 31, 2000 and recorded in said Registry in Book 3017 at Page 191. International Paper Company conveyed the property, less the mineral rights, to IP Maine Forests L.L.C. by deed dated March 12, 2001 and recorded in said Registry in Book 3036 at Page 212. IP Maine Forests L.L.C. merged with SP Forests L.L.C., a certificate of which merger dated March 26, 2001 is recorded in said Registry in Book 3042 at Page 257.

K N O W A L L M E N B Y T H E S E P R E S E N T S,
That I, JOSEPH E. SOPER, of Orland, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcels of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Robert P. Randall and by land now or formerly of Frank Urban and by land now or formerly of John Soper,
Easterly by Alamoosook Lake, and/or Dead River
Southerly by Alamoosook Lake, and
Westerly by the outlet pool or stream leading from Alamoosook Lake and by land now or formerly of John Soper.
Excepting herefrom the White lot, so-called, now owned by Eleanor C. French, the Leach lot, so-called, now owned by Lauriston G. Leach or Harry C. Page, the Otis lot, so-called, now owned by J. Albert Giard, the Wilder lots, so-called, now owned by Everett P. Wilder, and the Frank Pierce lot, so-called, now owned by Harriet M. Pierce, and the Doughty lot, so-called, now owned by Granville H. Doughty.
Also another certain lot or parcel of land situated in said Orland, bounded and described as follows:
Northerly by land now or formerly of A. Swassy,
Easterly by Dead River,
Southerly by land now or formerly of the heirs of Luke Soper, and
Westerly by the mill lot, so-called.
Also another certain lot or parcel of land situated in said Orland, bounded and described as follows:
Northerly by Dead River,
Easterly by land now or formerly of Joseph Buck and
Southerly by land now or formerly of Robert B. Randall.
Meaning and intending to convey and hereby conveying the above rights on any and all shore frontage I now own on Alamoosook Lake and/or Dead River.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Joseph E. Soper, Widower, have hereunto set my hand and seal this 26 day of July, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of
Walter S Jones — Joseph E Soper (L.S.)

STATE OF MAINE
HANCOCK, ss. July 26, 1952

Personally appeared the above named Joseph E. Soper and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Walter S Jones
Notary Public
My Commission Expires October 10, 1958

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie B. Patten, Reg'r.

BOOK 747

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, EVERETT P. WILDER, of Jackson, County of Jackson, State of Michigan, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Joseph E. Soper,
Easterly by land formerly owned by Viola Brownelle, now owned by Joseph E. Soper,
Southerly by Alamoosook Lake, and
Westerly by land now or formerly of Joseph E. Soper.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all time in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Everett P. Wilder, unmarried, have hereunto set my hand and seal this 21st day of July, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of

Walter S Jones — Everett P Wilder (L.S.)

STATE OF
Hancock, ss. July 21, 1952

Personally appeared the above named Everett P. Wilder and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Walter S Jones
Notary Public
My Commission Expires
October 10, 1958

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie R. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, OWEN L. GRAY, of Orland, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, ineither case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have now or hereafter have against the said Grantee, its successors and assigns, on account offlowage by said dam:

One third (1/3) interest in common and undivided in and to a certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Maggie Morse,
Easterly by land now or formerly of Granville Doughty,
Southerly by Alamoosook Lake, and
Westerly by land of St. Regis Paper Company and land formerly of Albin and Margaret Stone, now owned by said Owen L. Gray.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold asaforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Owen L. Gray, and I, Clara M. Gray, wife of the said Owen L. Gray, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 10th day of August, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of

Walter S Jones
for both

Owen L Gray (L.S.)
Clara M. Gray (L.S.)

STATE OF MAINE
HANCOCK, ss. Aug. 10, 1952

Personally appeared the above named Owen L. Gray and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal

Walter S Jones
Notary Public
My Commission Expires
October 10, 1958

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie B. Patten, Reg'r.

BOOK 747

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, HAZEL E. WOODWORTH and EDNA B. WOODWORTH, both of Montclair, in the County of Essex and State of New Jersey, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Wallace C. Gillette and Bernice A. Gillette.
Easterly by the Fish Hatchery Road, so-called,
Southerly by land now or formerly of Stella Streeter, and
Westerly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executers, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Hazel E. Woodworth and Edna B. Woodworth, both unmarried, have hereunto set our hands and seals this 12th. day of August, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of

Sarah S. Banman — Hazel E. Woodworth (L.S.)
Elizabeth Woodworth — Edna B. Woodworth (L.S.)

STATE OF Maine
Hancock, ss. August 12, 1952.

Personally appeared the above named Hazel E. Woodworth and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notarial Seal

Walter S Jones
Notary Public
My Commission Expires
October 10, 1958

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, ARTHUR G. DUNBAR, of Orland, in the county of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State Of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northeasterly by land of Fayolyn S. Stewart and land now or formerly of Stella Streeter,
Southeasterly by the Fish Hatchery Road, so-called,
Southwesterly by land of Central Maine Power Company, and
Northwesterly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Arthur G. Dunbar, widower, have hereunto set my hand and seal this 21st day of July, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of
Walter S Jones — Arthur G. Dunbar (L.S.)

STATE OF MAINE
HANCOCK, ss. July 21, 1952

Personally appeared the above named Arthur G. Dunbar and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial
Seal

Walter S Jones
Justice of the Peace
Notary Public
My Commission Expires
October 10, 1958

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie B. Patten, Reg'r.

BOOK 747

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, STEPHEN A. BARRY and MARVIA P. BARRY, both of Bucksport, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at said Bucksport, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land of George D. Bearce,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of Ernest E. Baker et al., and
Westerly by the so-called Holy Ghost line.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Stephen A. Barry and Marvia P. Barry, husband and wife, each joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 23rd day of July in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of

Kay Bartlett — Stephen A. Barry (L.S.)
" " — Marvia P. Barry (L.S.)

STATE OF MAINE
HANCOCK, ss. July 23, 1952

Personally appeared the above named Stephen A. Barry and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Halvor E Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie B. Patten, Reg'r.

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SCHEDULE A-66 Orland

BOOK 747

K N O W A L L M E N B Y T H E S E P R E S E N T S,
That we, CHARLTON P. STUBBS and PEARL D. STUBBS, both of Bucksport, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Clement R. Lee
Easterly by Alamoosook Lake
Southerly by land now or formerly of Paul Nolan, and
Westerly by land now or formerly of the Ferguson Estate, so-called.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, We, the said Charlton P. Stubbs and Pearl D. Stubbs, husband and wife, each joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 30th day of July, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of

Walter S Jones
for both

Charlton R Stubbs (L.S.)
Deloris Stubbs (L.S.)

STATE OF MAINE
HANCOCK, ss. July 30, 1952

Personally appeared the above named Charlton P. Stubbs and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal

Walter S Jones
Justice of the Peace
Notary Public
My Commission Expires
October 10, 1958

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie B. Patten, Reg'r.

SCHEDULE A-67 Orland
307

BOOK 747

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, HERBERT M. SOPER and MILDRED B. SOPER, both of Orland, in the County of Hancock and State of Maine, in consideration of one dollar and other Valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock andState of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly and Northeasterly by the Outlet Stream of Alamoosook Lake,
Easterly and Southeasterly by land formerly of Albion R. Soper, now owned by Henry G. Holbrook et al.,
Southerly by land formerly of Albion R. Soper, now owned by Henry G. Holbrook et al., and
Westerly by land of St. Regis Paper Company.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said HERBERT M. SOPER and MILDRED B. SOPER, husband and wife, each joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 23rd. day of July, in the year of our Lord one thousand nine hundred and fifty-two.

SIGNED, SEALED AND DELIVERED
in presence of

Walter S Jones
for Both

Herbert M Soper (L.S.)
Mildred Soper (L.S.)

STATE OF MAINE
HANCOCK, SS. July 23, 1952

Personally appeared the above named Herbert M. Soper and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial
Seal

Walter S Jones
Notary Public
My Commission Expires
October 10, 1958

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie B. Patten, Reg'r.

Book 749

K N O W A L L M E N B Y T H E S E P R E S E N T S ,

THAT We, Harry M. Beck and Essie V. Beck, husband and wife, both of Deer Isle, in the County of Hancock and State of Maine in consideration of One Dollar and other valuable consideration paid by George W. Torrey and Marvel S. Torrey, both of Deer Isle, in the County and State aforesaid, husband and wife, the receipt whereof We do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said George W. Torrey and Marvel S. Torrey, as joint tenants, and not as tenants in common, to them and their heirs and assigns, and the heirs and assigns of the survivor of them forever,

A certain lot or parcel of land, together with all buildings thereon, situate at said Deer Isle, and bounded and described as follows, to-wit: Beginning at the bank of the shore of Northwest Harbor, at a white rock; thence South by West (Marine compass course) One hundred seventy-six (176) feet to a marked spruce tree; thence Southeast by East (Marine compass course) One hundred six (106) feet to a marked spruce tree; thence Northeast One hundred sixty-three (163) feet to the bank of the shore; thence Westerly by said shore to bound begun at. Containing One-half (1/2) acre more or less.

No documentary stamps necessary

Also a right-of-way as now established from said lot above described to the highway road. Also the use of a spring lying Westerly of said lot, together with right-of-way to said spring.

Said premises as above described being the same as originally conveyed by Luella A. Beck to Rose H. Beck by Warranty Deed dated September 25, 1943, and as recorded in Vol. 693, Page 204 of the Hancock County Registry of Deeds, and as conveyed to us, the said Grantors hereof, by George Lane Beck by Deed dated October 3, 1949, and as recorded in Vol. 728, Page 77 of said Hancock County Registry of Deeds, reference to the same being hereby made and had.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said George W. Torrey and Marvel S. Torrey as joint tenants, and not as tenants in common, to them and their heirs and assigns, and the heirs and assigns of the survivor of them, to them and their use and behoof forever.

AND We do COVENANT with the said Grantees, as aforesaid, that we are lawfully seized in fee of the premises, that they are free of all incumbrances; that we have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that we and our heirs shall and will WARRANT AND DEFEND the same to the said Grantees, the heirs and assigns of the survivor of them forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, We the said Grantors, Harry M. Beck and Essie V. Beck husband and wife aforesaid joining in this deed as Grantors, and relinquishing and conveying our right by descent and all other rights in the above described premises, have hereunto set our hands and seals this 24th., day of June in the year of our Lord one thousand nine hundred and fifty-two.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF
Andrew J. Beck To Both

Harry M. Beck (L.S.)
Essie V. Beck (L.S.)

STATE OF MAINE, HANCOCK, SS. June 24th., 1952.

Personally appeared the above named Harry M. Beck and Essie V. Beck and acknowledged the foregoing instrument to be their free act and deed.

Before me,
Andrew J. Beck
Justice of the Peace

Rec'd July 10, 1952, at 1h. 45m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, ROBERT B. RANDALL, of Orland, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever; the right to flow the following described parcels of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

Three (3) certain lots or parcels of land situated in Orland, in the County of Hancock and State of Maine, bounded and described as follows:

First parcel:
Northerly by land now or formerly of the heirs of Luke Soper,
Easterly by Alamoosook Lake and/or Dead River,
Southerly by land now or formerly of Joseph E. Soper, and
Westerly by land now or formerly of Joseph E. Soper.
Second parcel:
Northerly by Dead River,
Easterly by land now or formerly of John Soper,
Southerly by land now or formerly of John Soper, and
Westerly by Alamoosook Lake and/or Dead River.
Third parcel:
Northerly by land now or formerly of John Soper,
Easterly by land of owners unknown,
Southerly by land now or formerly of Edith O. Tunison, and
Westerly by Alamoosook Lake.
Meaning and intending to convey and hereby conveying the above rights on any and all shore frontage I now own on Alamoosook Lake and/or Dead River.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Robert B. Randall, and I, Cora G. Randall, wife of the said Robert B. Randall, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Walter S. Jones — Robert B. Randall (L.S.)
Walter S. Jones — Cora G. Randall (L.S.)

STATE OF MAINE
HANCOCK, ss. August 18, 1951

Personally appeared the above named Robert B. Randall and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, ROBERT B. RANDALL, of Orland, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:

Northerly by land now or formerly of A. R. Soper,
Easterly by land now or formerly of George H. Randall and
by other owners unknown,
Southerly by land now or formerly of P. E. Soper et al., and
Westerly by Dead River.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Robert B. Randall, and I, Cora G. Randall, wife of the said Robert B. Randall, joining in this deed as Grantor, and relinquishing and conveying her rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
In Presence of
Paul Nolan. Robert B. Randall (L.S.)
Paul Nolan. Cora G. Randall (L.S.)

STATE OF MAINE
HANCOCK, ss. August 18, 1951

Personally appeared the above named Robert B. Randall and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, EDITH O. TUNISON, of the City, County, and State of New York, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Robert B. Randall,
Easterly by land of United States of America,
Southerly by land of United States of America, and
Westerly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Edith O. Tunison, widow, have hereunto set my hand and seal this 5th day of Sept., in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Wallace L. Leach — Edith O. Tunison (L.S.)

STATE OF MAINE
Hancock, ss. September 5, 1951

Personally appeared the above named Edith O. Tunison and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Notarial
Seal

Wallace L. Leach
Notary Public
NOTARY PUBLIC
My commission expires
June 2, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, VIVIAN V. ROCKWOOD HINE, of Keene, in the County of Cheshire and State of New Hampshire, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land of United States of America,
Easterly by the Fish Hatchery Road, so-called,
Southerly by land of Wallace C. Gillette and Bernice A. Gillette, and
Westerly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Vivian V. Rockwood Hine, have hereunto set my hand and seal this day of August 23, in the year of our Lord one thousand nine hundred and fifty-one.

Book 749

Signed, Sealed and Delivered
in presence of
Wallace L. Leach

Vivian V. Rockwood Hine (L.S.)

STATE OF Maine
Hancock, ss. August 23, 1951

Personally appeared the above named Vivian V. Rockwood Hine and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Notarial
Seal

Wallace L. Leach
Notary Public
NOTARY PUBLIC
My commission expires
June 2, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, STELLA G. STREETER, of Sparta, in the County of Sussex and State of New Jersey, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land of Hazel E. Woodworth et al.,
Easterly by land of Doris E. Leland, formerly owned by said Streeter,
Southerly by land of Doris E. Leland, formerly owned by said Streeter, and
Westerly by Alamoosook Lake.
Meaning and intending to convey and hereby conveying the above rights on any and all shore frontage I now own on Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Stella G. Streeter, unmarried, have hereunto set my hand and seal this 31" day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
E. O. Sugden

Stella G. Streeter (L.S.)

STATE OF Maine
Hancock, ss. August 31, 1951

Personally appeared the above named Stella G. Streeter and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Notarial
Seal

E. O. Sugden
Notary Public

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

SCHEDULE A-72 Orland
105

Book 749

K N O W A L L M E N B Y T H E S E P R E S E N T S,
That we, NATHAN P. WALTON, JR. and JOSEPHINE R. WALTON, both of East Orange, County of Essex, State of New Jersey, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Stella G. Streeter,
Easterly by the range line,
Southerly by land now or formerly of Sarah Bauman, and
Westerly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we ha ve good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Nathan P. Walton, Jr. and Josephine R. Walton, husband and wife, each joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Walter S. Jones — Nathan P. Walton, Jr. (L.S.)
Walter S. Jones — Josephine R. Walton (L.S.)

STATE OF MAINE
Hancock, ss. August 18, 1951

Personally appeared the above named Nathan P. Walton, Jr. and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

Book 749

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, SARAH S. BAUMAN, of Jersey City, in the County of Hudson and State of New Jersey, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northeasterly by land now or formerly of Earl Mann,
Southerly by land of Ruth Millspaugh et al., and
Westerly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Sarah S. Bauman, unmarried, have hereunto set my hand and seal this 18th day of August in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
R. B. Randall — Sarah S. Bauman (L.S.)

STATE OF MAINE
Hancock, ss. August 18, 1951

Personally appeared the above named Sarah S. Bauman and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notarial Seal — Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, RUTH MILLSPAUGH, of Orange, in the County of Essex and State of New Jersey, and MARY C. PRICE, of Decatur, in the County of Morgan and State of Alabama, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land of Sarah Bauman,
Easterly by land now or formerly of Earl Mann,
Southerly by land of Linnie M. Dunbar, and
Westerly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Ruth Millspaugh, unmarried, and Mary C. Price, and I, C. W. Price, husband of the said Mary C. Price, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Geo. D. Bearce — Mary C. Price (L.S.)
Geo. D. Bearce — Ruth Millspaugh (L.S.)
Wallace L. Leach — C.W. Price (L.S.)

STATE OF Maine
Hancock, ss. August 18, 1951

Personally appeared the above named Ruth Millspaugh and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Notarial Seal
Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

KNOW ALL MEN BY THESE PRESENTS

That CENTRAL MAINE POWER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maine and having its office and principal place of business at Augusta, in the County of Kennebec and State of Maine, in consideration of One Dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey and forever quitclaim unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which it may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows: Northeasterly by land now or formerly of Arthur G. Dunbar, southeasterly by land formerly of Thomas F. Mason and Augustin Mason, southwesterly by land now or formerly of Thomas Coffron, and northwesterly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, its successors and assigns, that it will at all times in each year between

the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam including sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted flowage rights, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And the said Central Maine Power Company does covenant with the said Grantee, its successors and assigns, that it and its successors and assigns shall and will warrant and defend said flowage rights to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it but against none other.

IN WITNESS WHEREOF, the said Central Maine Power Company has caused this instrument to be sealed with its corporate seal and signed in its corporate name by H. D. Jennings, its Treasurer, thereunto duly authorized, this 2nd day of April, in the year one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of
Nathaniel W. Wilson

Corporate Seal
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CENTRAL MAINE POWER COMPANY
By H. D. Jennings
Treasurer

STATE OF MAINE,
Kennebec, ss. Augusta, April 2, 1952.

Personally appeared the above-named H. D. Jennings, Treasurer of said Central Maine Power Company as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation, before me,

Nathaniel W. Wilson
Justice of the Peace

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, RICHARD W. ESTABROOK and ELIZABETH P. ESTABROOK, both of Bucksport, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northeasterly by land now or formerly of Stella G. Streeter,
Southeasterly by land now or formerly of Stella G. Streeter,
Southwesterly by land of Harold S. Chase, and
Northwesterly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

Book 749

IN WITNESS WHEREOF, we, the said Richard W. Estabrook and Elizabeth P. Estabrook, husband and wife, each joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Margaret E. Maley — Elizabeth P. Estabrook (L.S.)
Franklin Larrabee — Richard W. Estabrook (L.S.)

STATE OF MAINE
HANCOCK, ss. August 18, 1951

Personally appeared the above named Richard W. Estabrook and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, HAROLD S. CHASE, of Bucksport, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northeasterly by land now or formerly of Richard W. Estabrook et al.,
Southeasterly by land now or formerly of Stella Streeter,
Southwesterly by land now or formerly of Stella Streeter, and
Northwesterly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Harold S. Chase, and I, Ruth H. Chase, wife of the said Harold S. Chase, joining in this deed as Grantor, and relinquishing and conveying her rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
In presence of
Lester C. Gray — Harold S. Chase (L.S.)
Franklin Larrabee — Ruth H. Chase (L.S.)

STATE OF MAINE
HANCOCK, ss. August 18, 1951

Personally appeared the above named Harold S. Chase and acknowledged the foregoing instrument to be his free act and deed.

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SCHEDULE A-77 Orland

Book 749

Before me,
Notarial
Seal

Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, WALTER S. JONES, of Bucksport, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at said Bucksport, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Ernest E. Baker et al.,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of David Coburn et als., and
Westerly by land now or formerly of Will Leach.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Walter S. Jones, widower, have hereunto set my hand and seal this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Geo. D. Bearce

Walter S. Jones (L.S.)

STATE OF MAINE
HANCOCK, ss.

August 18, 1951

Personally appeared the above named Walter S. Jones and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial
Seal

Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

SCHEDULE A-78 Orland
III

Book 749

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, ERNEST E. BAKER and AGNES M. BAKER, both of Bucksport, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of George D. Bearce,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of Walter S. Jones, and land nor or formerly of Edgar Leach, and
Westerly by the so-called Holy Ghost lot.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said ERNEST E. BAKER and AGNES M. BAKER, husband and wife, each joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Geo. D. Bearce
for both

Ernest E. Baker (L.S.)
Agnes M. Baker (L.S.)

STATE OF MAINE
HANCOCK ss. August 18, 1951

Personally appeared the above named Ernest E. Baker and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notarial Seal

Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

Book 749

K N O W A L L M E N B Y T H E S E P R E S E N T S,
That I, ANN R. BREEN, of Brewer, County of Penobscot, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Russell B. Harriman et al.,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of George D. Bearce, and
Westerly by land now or formerly of George H. Randall and land now or formerly of Frank Arey.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Ann R. Breen, and I, Richard F. Breen, husband of the said Ann R. Breen, joining in this deed as Grantor, and relinquishing and conveying her rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Agnes M. Baker
to both

Ann R. Breen (L.S.)
Richard F. Breen (L.S.)

STATE OF MAINE
PENOBSCOT, ss. August 18, 1951

Personally appeared the above named Ann R. Breen and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Notarial Seal
Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,
That I, PAUL NOLAN, of Philadelphia, County of Philadelphia, State of Pennsylvania, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and

all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Charlton P. Stubbs et al.,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of Russell B. Harriman et al., and
Westerly by land now or formerly of Clinton Arey and land now or formerly of E. L. Bennett.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Paul Nolan, and I, Gertrude M. Nolan, wife of the said Paul Nolan, joining in this deed as Grantor, and relinquishing and conveying her rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this eighteenth day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
R. B. Randall — Paul Nolan (L.S.)
Walter S. Jones — Mrs. Gertrude Nolan (L.S.)

STATE OF MAINE
HANCOCK, ss. August 18, 1951

Personally appeared the above named Paul Nolan and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, ELLA E. PAGE, of Bucksport, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at said Bucksport, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northwesterly by land now or formerly of Jessie M. Blodgett,
Northeasterly by Alamoosook Lake,
Southeasterly by land now or formerly of Hildreth W. Hill, and
Southwesterly by land now or formerly of Charles Starr.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all

times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Ella E. Page, and I, Harry C. Page, husband of the said Ella E. Page, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 14th day of September in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
C. F. Tyler — Ella E. Page (L.S.)
C. F. Tyler — Harry C. Page (L.S.)

STATE OF MAINE
HANCOCK, ss. September 14, 1951

Personally appeared the above named Ella E. Page and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notarial Seal — Halvor E. Prescott
Notary Public

My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, JESSIE N. BLODGETT, of Bucksport, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Gertrude M. Emery,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of Ella E. Page, and
Westerly by land now or formerly of Walter Gardner and by land now or formerly of J. A. Soper.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Jessie N. Blodgett, and I, Fred S. Blodgett, husband of the said Jessie N. Blodgett, joining in this deed as Grantor, and relinquishing and conveying his rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 21st day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
In Presence of
Flora Gravelle
G. L. Blodget

Fred S. Blodgett (L.S.)
Jessie N. Blodgett (L.S.)

STATE OF MAINE
HANCOCK, ss. August 21, 1951

Personally appeared the above named Jessie N. Blodgett and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notarial Seal

Wallace L. Leach
Justice of the Peace
Notary Public
NOTARY PUBLIC
My commission expires
June 2, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, LESLIE E. LITTLE, of Bucksport, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Henry G. Holbrook et al.,
Easterly by the outlet pool or stream leading from Alamoosook Lake,
Southerly by land now or formerly of Gertrude M. Emery, and
Westerly by land now or formerly of Henry G. Holbrook et al.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Leslie E. Little, and I, Harriett P. Little, wife of the said Leslie E. Little, joining in this deed as Grantor, and relinquishing and conveying her rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this seventeenth day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Book 749

Signed, Sealed and Delivered
In presence of
Geo. D. Bearce
for both

Leslie E. Little (L.S.)
Harriett P. Little (L.S.)

STATE OF MAINE
HANCOCK, ss. August 17, 1951

Personally appeared the above named Leslie E. Little and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, CYNTHIA H. SUMNER, of Auburn, County of Worcester, Commonwealth of Massachusetts, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, and being Poplar Island, so-called, in Alamoosook Lake, together with the sand bar and line of rocks running from said island into said lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Cynthia H. Sumner, and I, Warren E. Sumner, husband of the said Cynthia H. Sumner, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 31st day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Wallace L. Leach
Wallace L. Leach

Cynthia H. Sumner (L.S.)
Warren E. Sumner (L.S.)

STATE OF MAINE,
Hancock, ss. August 31, 1951

Personally appeared the above named Cynthia H. Sumner and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Notarial Seal
Wallace L. Leach
NOTARY PUBLIC
Notary Public
My commission expires
June 2, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

SCHEDULE A-84 Orland
125

Book 749

K N O W A L L M E N B Y T H E S E P R E S E N T S ,

THAT we, Elias H. DeRaps and Celia A. DeRaps of Hancock, County of Hancock, State of Maine, in consideration of One Dollar and other valuable considerations, paid by Donald Purslow of said Hancock, the receipt whereof we do hereby acknowledge, do hereby REMISE, RELEASE, BARGAIN, SELL AND CONVEY and forever QUIT-CLAIM unto the said Donald Purslow, his heirs and assigns forever, a certain lot or parcel of land situated in Hancock, County of Hancock, State of Maine, bounded and described as follows, to wit:

U.S.I.R. Stamps $.55 E. H. Der 12/19/49

Beginning at Joseph Crabtree's northeast corner bound; thence running fifteen (15) rods, more or less, to the County Road; thence westerly by said road eleven (11) rods, more or less, to a stone post; thence southerly to Joseph Crabtree's line; thence easterly by said Crabtree line to place of beginning, containing one (1) acre.

Being the 'Third Lot' described in deed from W. B. Blaisdell, Administrator of the Estate of Ella Wooster, to above Grantors, dated June 13, 1947, recorded in Hancock County, Maine, Registry of Deeds in Book 715, Page 538.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the said Donald Purslow, his heirs and assigns forever.

AND we do COVENANT with the said Grantee, his heirs and assigns, that we will WARRANT AND FOREVER DEFEND the premises to him the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through or under us.

IN WITNESS WHEREOF, we, the said Elias H. DeRaps and Celia A. DeRaps, husband and wife have hereunto set our hands and seals this nineteenth day of December in the year of our Lord one thousand nine hundred and forty-nine.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF
H W Blaisdell

Elias H. DeRaps (L.S.)
Celia A. DeRaps (L.S.)

STATE OF MAINE, Hancock SS. December 19, 1949.

Personally appeared the above named Elias H. DeRaps and acknowledged the above instrument to be his free act and deed.

Before me,

Harvard W Blaisdell
Justice of the Peace

Rec'd July 11, 1952, at 8h. 37m. A.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, GRANVILLE H. DOUGHTY, of Orland, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in said Orland and bounded and described as follows:
Northeasterly by land now or formerly of Joseph E. Soper,
Southeasterly by land now or formerly of Joseph E. Soper,
Southwesterly by the outlet stream of Alamoosook Lake, and
Northwesterly by land now or formerly of Joseph E. Soper.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Granville H. Doughty, and I, Thelma J. Doughty, wife of the said Granville H. Doughty, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 23rd day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Wallace L. Leach — Granville H. Doughty (L.S.)
Wallace L. Leach — Thelma J. Doughty (L.S.)

STATE OF MAINE
HANCOCK, ss. August 23, 1951

Personally appeared the above named Granville H. Doughty and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Wallace L. Leach
Justice of the Peace
Notary Public

Notarial Seal

NOTARY PUBLIC
My commission expires
June 2, 1955

Rec'd July 11, 1952, at 8h. 40m. A.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S ,

THAT I, GEORGE F. MURPHY of Tremont, Hancock County, Maine, in consideration of One Dollar and other valuable considerations, but less than One Hundred Dollars, paid by RUTH S. GOTT of Tremont aforesaid, the receipt whereof I do hereby acknowledge, do hereby REMISE, RELEASE, BARGAIN, SELL AND CONVEY, and forever QUIT-CLAIM unto the said Ruth S. Gott, her heirs and assigns forever, a certain lot or parcel of land situated in Tremont aforesaid, and bounded and described as follows in a deed of same from Union Trust Company of Ellsworth to the Grantor herein, dated May 6, 1938, and recorded in the Registry of Deeds for said Hancock County, Maine, in Vol. 660, Page 528:-

"BEGINNING at the westerly line of Main Street in the town of Tremont at the northeast corner of land of Joseph Wooster; thence northerly by the westerly line of said Main Street one hundred feet to stake and stones at land formerly of Angus McRae; thence westerly by land formerly of Angus McRae one hundred feet to stake and stones; thence southerly by land formerly of Angus McRae one hundred feet to the northerly line of Joseph Wooster's land; thence easterly by the northerly line of said Joseph Wooster one hundred feet more or less to the first mentioned bound. Being a portion of land inherited by the late Angus McRae from his father, Colin McRae, deceased.

Meaning and intending to convey and hereby conveying the same premises conveyed in mortgage by Gardner E. Lawson and Verna P. Lawson to Union Trust Company of Ellsworth by mortgage dated April 1936, acknowledged April 22, 1936, and recorded in Hancock County, Maine, Registry of Deeds in Book 650, Page 521."

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to her, the said Ruth S. Gott, her heirs and assigns forever.

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

IN WITNESS WHEREOF, I, the said George F. Murphy and I, Wavie L. Murphy, wife of the said George F. Murphy joining in this deed as Grantor, and relinquishing and conveying my right by descent and all other rights in the above described premises, have hereunto set our hands and seals this ninth day of February in the year of our Lord one thousand nine hundred and fifty-two

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF
J. Austin Gott — George F. Murphy (L.S.)
J. Austin Gott — (L.S.)

STATE OF MAINE, HANCOCK } SS. February 29, 1952.

Personally appeared the above named George F. Murphy and acknowledged the above instrument to be his free act and deed.

Book 749

AND I the said Grantor, for myself and my Heirs, Executors and Administrators do covenant with the said Grantee, its Successors and Assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances, that I have good right to sell and convey the same as aforesaid; and that I and my Heirs, Executors and Administrators shall and will WARRANT AND DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

AND I the said Grantor for myself and my heirs, executors and administrators further covenant with the said Grantee, its successors and assigns, that so long as the principal sum secured by this mortgage or any part thereof shall remain unpaid: 1-I will pay all taxes and assessments on the granted premises, to whomsoever laid or assessed; 2-I will keep the buildings thereon insured against fire in a sum not less than the principal sum secured by this mortgage and carry such other and further types of insurance and in such amounts as the mortgagee may require, policies to be in such form and with such insurance companies as the Grantee approves, made payable in case of loss to and deposited with the Grantee; 3-in case of failure on the part of the Grantor to perform the above covenants or either of them any sum or sums paid by the Grantee for taxes or insurance premiums upon the mortgaged property together with interest thereon, shall be added to and become a part of the mortgage debt to be repaid; 4-I will not commit nor suffer any strip or waste of the granted premises, nor commit any breach of any covenant herein contained.

PROVIDED NEVERTHELESS that if the said Grantor or her heirs, executors or administrators pay unto the said Grantee or its successors or assigns, each and every installment of principal and interest due on a certain note executed this day by said Grantor, in the amount of Four thousand five hundred dollars and payable to the Grantee or order, with interest at the rate of six per centum per annum, as each such installment becomes due according to the terms of said note, and shall pay or cause to be paid, whenever the same falls due, any notes or obligations made or signed by the Grantor, payable to the Grantee whether as sole or joint maker, principal or surety, or endorsed by the Grantor and delivered to the Grantee together with interest on same, together with any payments made by the Grantee for insurance and taxes on said property, and shall also pay interest at the above rate on all overdue installments of interest, the same to be compounded semi-annually, and also all other debts which the Grantor may contract with the Grantee and shall fully perform all covenants and conditions herein contained, then this deed as also said certain promissory note bearing even date with these presents, given by the said Grantor to the said Grantee to pay the sums and interest at the time aforesaid, shall be void, otherwise shall remain in full force.

IN WITNESS WHEREOF, I, the said Estelle Reid Noyes being unmarried, have hereunto set my hand and seal this 22 day of July in the year of our Lord one thousand nine hundred and fifty-two.

Estelle Reid Noyes (L.S.)

STATE OF MAINE,)
Hancock) SS. July 22 1952.

Personally appeared the above named Estelle Reid Noyes and acknowledged the above instrument to be her free act and deed.

Before me,

Notarial Seal

A. H. Cunningham
Notary Public.

Rec'd July 25, 1952, at 8h. -m. A.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, GEORGE D. BEARCE, of Bucksport, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:

Northerly by land now or formerly of Ann R. Breen,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of Stephen A. Barry et al., and
Westerly by land now or formerly of George H. Randall and land now or formerly of Newton Heath, said Heath land being otherwise referred to as the Holy Ghost lot.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said George D. Bearce, and I, Katherine W. Bearce, wife of the said George D. Bearce, joining in this deed as Grantor, and relinquishing and conveying her rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of July, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of
Kay Bartlett
" "

Katherine W. Bearce (L.S.)
George D. Bearce (L.S.)

STATE OF MAINE
HANCOCK, ss. July 18, 1952

Personally appeared the above named George D. Bearce and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal

Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 25, 1952, at 8h. -m. A.M., and entered by,
Tessie B. Patten, Reg'r.

(WARRANTY DEED)

U.S.I.R. Stamps $.55

K N O W A L L M E N B Y T H E S E P R E S E N T S , T H A T Lillis Corporation, a corporation duly organized and existing under the laws of the State of Maine, with its principal place of business at Bangor, County of Penobscot, State of Maine, in consideration of one dollar and other valuable considerations, paid by Franklin A. Light and Helen E. Light, husband and wife, both of Bangor, County of Penobscot, State of Maine, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Franklin A. Light and Helen E. Light as joint tenants and not tenants in common, their, heirs and assigns, forever, certain real estate located in that part of the Town of Dedham that is within the territorial limits of the Lucerne-in-Maine Village Corporation, County of Hancock, State of Maine, all mmerical designation of lots and blocks, the alphabetical designation of sections and the names of avenues and roads, being reference for the purpose of description only without implication of rights or appurtenances by reference thereto, to the plans and portions thereof made by C. B. Breed, recorded in Hancock County Registry of Deeds, Plan Book 3; reference to books and pages being other deed recordings in the Hancock County Registry of Deeds, the premises conveyed being more particularly described as follows, viz:

Beginning on the generally easterly line of Lakeview Avenue at a point that would be formed by its intersection with a prolongation southeasterly of the northeasterly line of lot 63, Block 32, Section G; thence southwesterly by and along the generally easterly line of Lakeview Avenue 84.40 feet, more or less, to a point that would be formed by its intersection with a prolongation southeasterly of the northeasterly line of lot 68, Block 32, Section G; thence deflecting to the left seventy-four (74) degrees in a southeasterly direction, fifty (50) feet,

and the heirs, devisees and personal representatives of such unknown and unascertained stockholders of Eagle Airship Company and persons unknown, unascertained or not in being claiming under such unknown and unascertained stockholders of Eagle Airship Company or claiming under the heirs or devisees or personal representatives of such unknown and unascertained stockholders of Eagle Airship Company and each and every one of them, known and unknown, ascertained and unascertained, in being and not in being, be and are hereby perpetually enjoined and restrained from claiming or asserting any title or interest in and to said real estate.

Dated at Ellsworth, Maine, this 28th day of October, 1952.

Percy T. Clarke
Justice Superior Court

A true copy Attest:
Boyd A. Blaisdell Clerk.
Court Seal

Rec'd Oct. 28, 1952, at 3h. 50m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, J. ALBERT GIARD and BLANCHE E. GIARD, both of Bucksport, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Joseph E. Soper,
Easterly by land now or formerly of Joseph E. Soper,
Southerly by Alamoosook Lake, and
Westerly by land now or formerly of Joseph E. Soper.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said J. ALBERT GIARD and BLANCHE E. GIARD, husband and wife, each joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 14th day of August, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of
Walter S. Jones
to both

J. Albert Giard (L.S.)
Blanche E. Giard (L.S.)

STATE OF MAINE
HANCOCK, ss. August 14, 1952

Personally appeared the above named J. Albert Giard and acknowledged the foregoing instrument to be his free act and deed.

Book 751

Before me,
Notarial Seal

Walter S. Jones
Notary Public
My Commission Expires
October 10, 1958

Rec'd Oct. 28, 1952, at 4h. 01m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, DORIS L. NOWLAND, of Coscob, in the County of Fairfield and State of Connecticut, and STELLA G. STREETER, of Sparta, in the County of Sussex and State of New Jersey, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land of Stella G. Streeter and land of Hazel E. Woodworth et al.,
Easterly by the Fish Hatchery Road, so-called,
Southerly by land formerly of Earl Mann, now or formerly of Nathan Walton, Jr. et al., and
Westerly by Alamoosook Lake.
Said Stella G. Streeter joins in this deed since she holds a life estate in the above described premises.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Doris L. Nowland and Stella G. Streeter, unmarried, and I, James Nowland, husband of the said Doris L. Nowland, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 11th day of September in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of

Edith R. Bella — Doris L. Nowland (L.S.)
Edith R. Bella — James Nowland (L.S.)
Edith R. Bella — Stella G. Streeter (L.S.)

STATE OF Connecticut
County of Fairfield, ss. September 11, 1952

Personally appeared the above named Doris L. Nowland James Nowland and Stella G. Streeter and acknowledged the foregoing instrument to be their free act and deed.

Before me,
Notarial Seal

Harry L. Nado
Notary Public

Rec'd Oct. 28, 1952, at 4h. 02m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, GERTRUDE M. EMERY, of Bucksport, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Leslie E. Little,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of Jessie M. Blodgett, and
Westerly by land now or formerly of Leslie E. Little and by land now or formerly of Walter Gardner.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Gertrude M. Emery, and I, Hervey R. Emery, husband of the said Gertrude M. Emery, joining in this deed as Grantor, and relinquishing and conveying his rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 12th day of August, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
In presence of
Walter S. Jones
to both

Gertrude M. Emery (L.S.)
Hervey R. Emery (L.S.)

STATE OF MAINE
HANCOCK, ss.

August 12, 1952

Personally appeared the above named Gertrude M. Emery and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Notarial Seal

Walter S. Jones
Notary Public
My Commission Expires
October 10, 1958

Rec'd Oct. 28, 1952, at 4h. 03m. P.M., and entered by,
Tessie B. Patten, Reg'r.

584 SCHEDULE A-89 Orland

BOOK 802

4124

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, OWEN L. GRAY, of Orland, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in said Orland, bounded and described as follows:

Northerly by the town road leading from the Falls Bridge, do-called to the house now or formerly of P.E.Soper,

Easterly by land now or formerly of Granville Doughty,

Southerly by Alamoosook Lake, and

Westerly by land of St. Regis Paper Company.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Owen L. Gray, and I, Clara M. Gray, wife of

the said Owen L. Gray, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this SEVENTH (7) day of September, in the year of our Lord one thousand nine hundred and fifty-seven.

Signed, Sealed and Delivered
in presence of

George E. Saunders — Owen L. Gray (L.S.)

George E. Saunders — Clara M. Gray (L.S.)

STATE OF MAINE

HANCOCK, ss. September 7, 1957

Personally appeared the above named Owen L. Gray and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Harold S. Chase

Notarial Seal

Notary Public
My Commission Expires Dec. 19, 1958

Rec'd Sept. 16, 1957 at 9h -m A.M., and entered by,

Tessie B. Patten, Reg'r

4125

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, OWEN L. GRAY, of Orland, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, paid by ST. REGIS PAPER COMPANY , a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in said County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, a certain lot or parcel of land situated in said Orland and bounded and described as follows:

U.S.I.R. Stamps $ .55

Beginning at an iron pin on the southerly side of the town road leading from the Falls Bridge, so-called, to the house now or formerly of P.E.Soper, said iron pin marking the Northeasterly corner of land of St.Regis Paper Company; thence Southeasterly along said road a distance of one hundred thirty-eight (138') feet, more or less, to another iron pin near a plank culvert; thence on a course of South forty-two degrees thirty minutes West (S 42° 30' W) a distance of sixty (60) feet, more or less, to another iron pin on the shore of Alamoosook Lake; thence Northwesterly along said lake to land of St. Regis Paper Company; thence Northeasterly by said land of said St. Regis Paper Company to the point of beginning.

78

SCHEDULE A-90 Orland

BOOK 806

4397

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, VERA F. ROBERTS and REGINALD V. ROBERTS, both of Norwood, in the County of Norfolk and Commonwealth of Massachusetts, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St.Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northeasterly by land of Harold S. Chase and a certain right of way,
Southeasterly by land now or formerly of Thomas Coffron,
Southwesterly by land now or formerly of Ethel B. Snow, and
Northwesterly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever,

against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, We, the said Vera F. Roberts and Reginald V. Roberts, husband and wife, each joining in this deed as Grantor, and relinquishing and conveying all right by descent and all other rights in the above described premises, have hereunto set our hands and seals this 26 day of Sept.,in the year of our Lord one thousand nine hundred and fifty-seven.

Signed, Sealed and Delivered
in presence of

Richard F. Breen — Reginald V. Roberts (L.S.)
to both — Vera F. Roberts (L.S.)

State of Maine, County of Hancock
, ss. Sept. 26, 1957

Personally appeared the above named Reginald V. Roberts and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notarial Seal
My Commission expires 8/16/'63

Richard F. Breen
Notary Public

Rec'd Oct. 3, 1957 at 9h -m A.M., and entered by,

Tessie B. Patten, Reg'r

4398

K N O W A L L M E N B Y T H E S E P R E S E N T S,

THAT The Merrill Trust Company having received the amount secured by a certain mortgage deed dated April 25, 1955 given by Donald Dunbar & Iris P. Dunbar Husband & Wife recorded in Hancock Registry of Deeds, Vol. 770 Page 196 does hereby discharge the same in full.

Signed and Sealed this 27th day of September 1957

Witness
Leonard S. Moore

The Merrill Trust Company
By: Philip E. Colman
Assistant Treasurer

Corporate Seal

Penobscot ss. September 27, 1957

Personally appeared Philip E. Colman, Assistant Treasurer and acknowledged the above discharge to be his free act and deed, in said capacity Before me,

Notarial Seal

Leonard S. Moore
Notary Public
My commission expires Dec. 2, 1960

Rec'd Oct. 3, 1957 at 9h -m A.M., and entered by,

Tessie B. Patten, Reg'r

or proof of the annexed instrument, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such in Westchester County and throughout said State; that pursuant to law a commission, or a certificate of official character, and an autograph signature of said NOTARY PUBLIC, have been filed in my office; that said NOTARY PUBLIC was duly authorized by the laws of the State of New York to administer oaths and affirmations, to certify the acknowledgment or proof of deeds and other written instruments for lands, tenements and hereditaments and to be read in evidence or recorded in said State, to protest notes and to take and certify depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of said Notary Public on the annexed instrument with such Notary Public's autograph signature deposited in my office, and believe that the signature on the annexed instrument is genuine.

No notary seal required by the laws of the State of New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 31 day of Oct. 1957.

Edward L. Warren

Court Seal

County Clerk and Clerk of the Supreme Court and County Court, Westchester, N. Y.

Rec'd Nov. 20, 1957 at 9h-m A.M., and entered by,

Tessie B. Pattan, Reg'r

5066

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, JOSEPH T. STOCKBRIDGE, JR., of Ellsworth, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the said County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing

any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam;

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:

Northerly by land now or formerly of Henry G. Holbrook et al,

Easterly by Alamoosook Lake,

Southerly by land now or formerly of Charlton P. Stubbs et al, and

Westerly by land now or formerly of the Ferguson Estate, so-called.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the levelof the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Joseph T. Stockbridge, Jr., unmarried, have hereunto set my hand and seal this 13th day of November, in the year of our Lord one thousand nine hundred and fifty-seven.

Signed, Sealed and Delivered
in presence of

H. Dana Austin — Joseph T. Stockbridge Jr.(L.S.)

STATE OF MAINE

HANCOCK, SS. — Nov 13, 1957

Personally appeared the above named Joseph T. Stockbridge, Jr. and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notarial Seal

My Com. ex. Dec. 2, 1960 — H Dana Austin
Notary Public

Rec'd Nov. 20, 1957 at 9h-m A.M., and entered by, Tessie B. Patten, Reg'r

BOOK 807

5067

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, ROBERT W. BAKER, of Damariscotta, in the County of Lincoln and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York, and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, and being a certain island in Alamoosook Lake and known as Ram Island, said island being located southerly from land formerly of George E. Patterson.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Robert W. Baker, and I, Margaret H Baker, wife of the said Robert W. Baker, joining in this deed as Grantor, and relinquishing and conveying all right by descent and all other rights in the above

described premises, have hereunto set our Hands and seals this 13th day of November, in the year of our Lord one thousand nine hundred and fifty-seven.

Signed, Sealed and Delivered
in presence of

Walter C. Chapman — Robert W. Baker (L.S.)
to both — Margaret H. Baker (L.S.)

STATE OF MAINE
LINCOLN, SS. November 13, 1957

Personally appeared the above named Robert W. Baker and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Walter C. Chapman
Notary Pulbic

Notarial Seal My Commission Expires Oct. 6, 1962

Rec'd Nov. 20, 1957 at 9h-m A.M., and entered by,

Tessie B. Patten, Reg'r

5068

WARRANTY DEED

(Joint-tenancy)

K N O W A L L M E N B Y T H E S E P R E S E N T S,

THAT We, Clara E. Sprague and Alberta C. Buswell both of Swans Island in the County of Hancock and State of Maine in consideration of One Dollar and other valuable considerations paid by Roy May and Theo May both of said Swans Island the receipt whereof do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Roy May and Theo May to hold as joint tenants according to the principles of joint tenancy, and not as tenants in common, their heirs and assigns forever, a certain lot or parcel of land situated in said Swans Island and bounded and described as follows, to wit:- Commencing at the north corner of land now or formerly of Burton L. Smith and running south 22 1/2degrees east twenty-two and one-half (22 1/2) rods to the highway; thence by the highway easterly seven (7) rods and four (4) feet to a stake and stones; thence north 22 1/2 degrees west twenty-one (21) rods to the bank of the shore; thence six (6) rods to the first mentioned bound. Containin_ 154 rods.

Being the second described lot of land in deed of Sidney N. Sprague to Clara E. Sprague and Alberta C. Buswell, which deed is recorded in the Hancock Registry of Deeds in book 731 page 350.

BOOK 808

5193

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, HELEN C. LYNCH, of Norwood, in the County of Norfolk and Commonwealth of Massachusetts, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:

Northerly by Alamoosook Lake,

Easterly by land now or formerly of Ethel B. Snow,

Southerly by the County Road leading from Bucksport to Ellsworth, and

Westerly by land formerly of Abbie C. Jordan.

Excepting from the above premises the lot of land conveyed by Clara W. Berwick and Claude B. Cross, Trustees, to James A. Hacker et al by deed dated April 8, 1954 and recorded in Hancock County Registry of Deeds in Book 761, Page 43.

For title to the above described premises, reference is hereby made to a certain deed given by Clara W. Berwick and Claude B. Cross, Trustees, and Clara W. Berwick, individually, to Helen C. Lynch and Thomas J. Lynch, as joint tenants with right of survivorship, dated March 15, 1957 and recorded in Hancock County Registry of Deeds in Book 796, Page 472. Said Thomas J. Lynch died in August, 1957.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake.

The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Helen C. Lynch, being a widow, have hereunto set my hand and seal this 25th day of November, in the year of our Lord one thousand nine hundred and fifty-seven.

Signed, Sealed and Delivered
in presence of

Charles P. Kent — Helen C. Lynch (L.S.)

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss. — November 25, 1957

Personally appeared the above named Helen C. Lynch and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Charles P. Kent
Notary Public

Notarial Seal

My Commission expires May 24, 1962

Rec'd Nov. 29, 1957 at 9h 0m A.M., and entered by,

Tessie B. Patton, Reg'r

5194

RELEASE AND CONFIRMATION OF TAKING

KNOW ALL MEN BY THESE PRESENTS: THAT I, Kendall K. Tompson of Trenton, in the County of Hancock and State of Maine in consideration of One Dollar ($1.00) and other valuable considerations to me paid by the State of Maine, do hereby acknowledge the receipt thereof, and that it is in full compensation for all damages sustained by me on account of a Taking made by the State Highway Commission in a "Layout and Notice of Taking" dated September 25, 1957 and recorded in the Hancock County Registry of Deeds, Book 803 Page 414, and as shown on the Right of Way Map therein referred to for project No. F-043-1(1) Trenton

BOOK 815 PAGE 334 1768

KNOW ALL MEN BY THESE PRESENTS,

That we, LUCILE K. BUCK, of Ann Arbor, in the County of Washtenaw and State of Michigan, and CLARINDA D. BUCK, of Chicago, in the County of Cook and State of Illinois, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:

Northeasterly by Alamoosook Lake,
Southeasterly by land now or formerly of Henry G. Saumsiegle et al,
Southwesterly by land now or formerly of Dennis R. Soper, and
Northwesterly by land now or formerly of Dennis R. Soper.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all

BOOK 815 PAGE 335

the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Lucile K. Buck and Clarinda D. Buck, both being unmarried, have hereunto set our hands and seals this 21st day of April, in the year of our Lord one thousand nine hundred and fifty-eight.

Signed, Sealed and Delivered in presence of

Lucile K. Buck (L.S.) — Dorothy E. Stone
Clarinda D. Buck (L.S.) — Elizabeth Bestolet

STATE OF MICHIGAN
WASHTENAW, ss. April 21, 1958

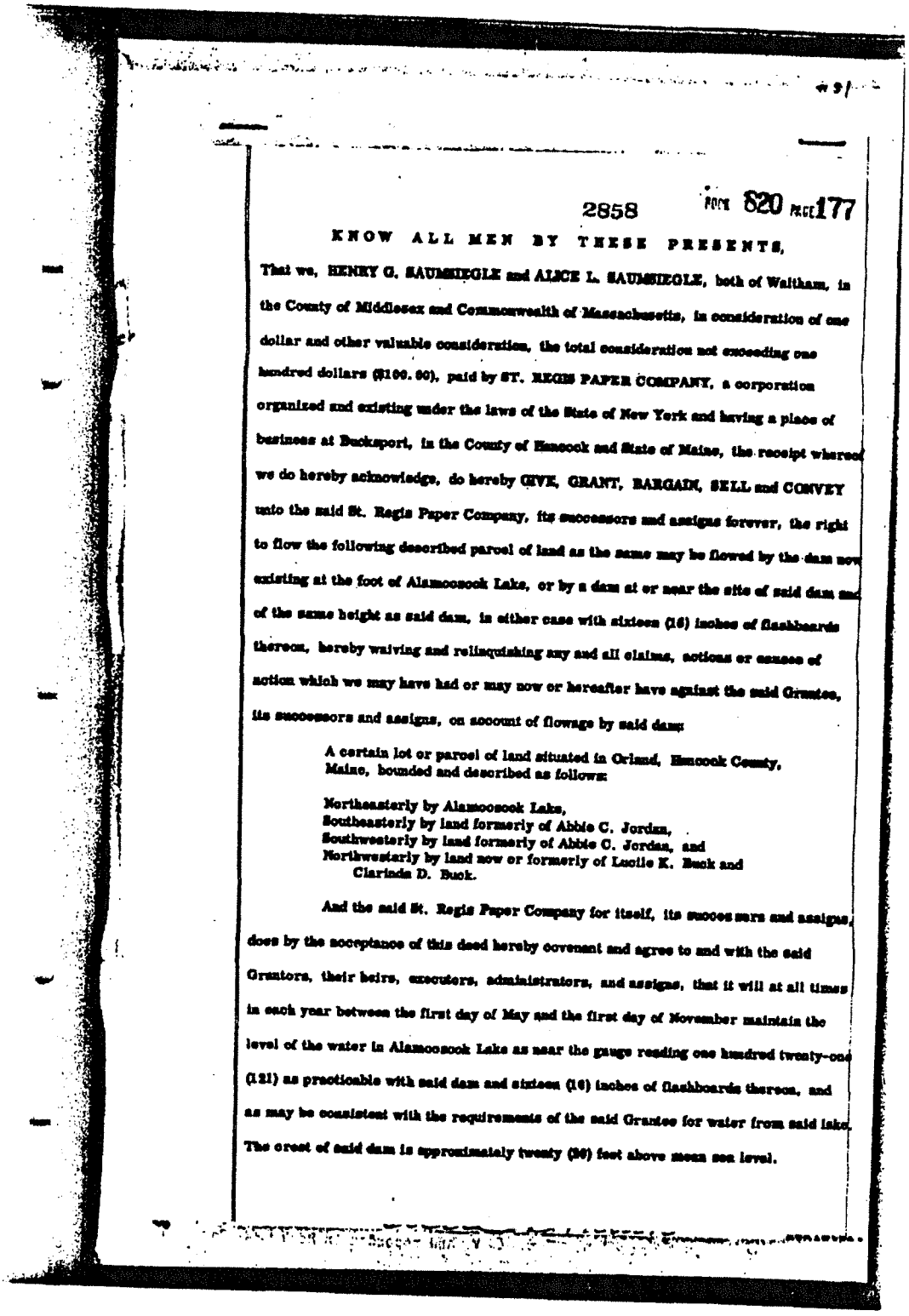
Personally appeared the above named Lucile K. Buck and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Janet D. Rae
Notary Public

STATE OF MAINE, HANCOCK COUNTY, REGISTRY OF DEEDS.
Received Oct. 20, 1958 at 9 h m. A. M. and recorded in Book 815 Page 334
by Dessie B. Patten Register.

SCHEDULE A-95 Orland



2858 BOOK 820 PAGE 177

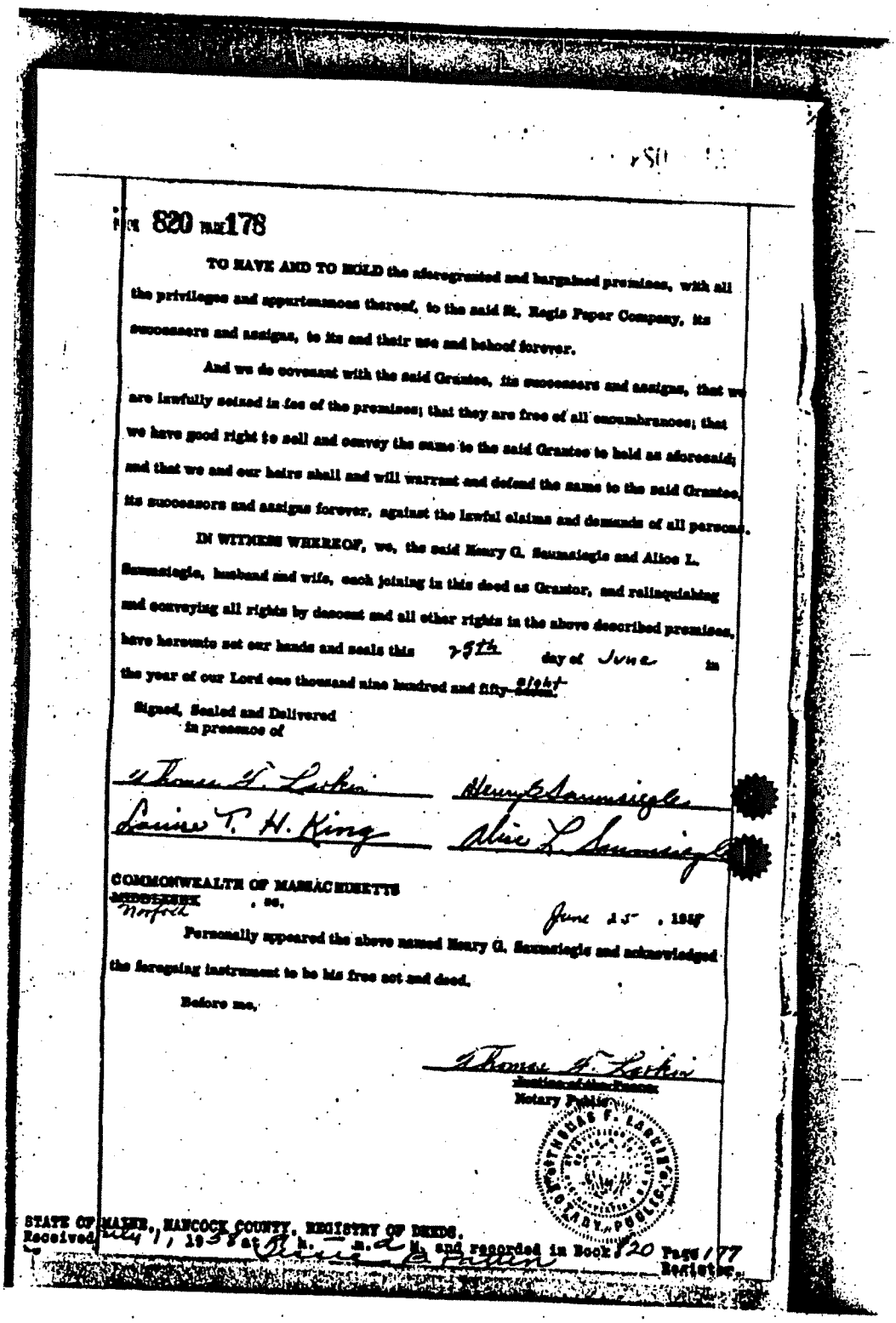
KNOW ALL MEN BY THESE PRESENTS,

That we, HENRY G. SAUMSIEGLE and ALICE L. SAUMSIEGLE, both of Waltham, in the County of Middlesex and Commonwealth of Massachusetts, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:

Northeasterly by Alamoosook Lake,
Southeasterly by land formerly of Abbie C. Jordan,
Southwesterly by land formerly of Abbie C. Jordan, and
Northwesterly by land now or formerly of Lucile K. Buck and Clarinda D. Buck.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake. The crest of said dam is approximately twenty (20) feet above mean sea level.



820 PAGE 178

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Henry G. Saumsiegle and Alice L. Saumsiegle, husband and wife, each joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 9th day of June in the year of our Lord one thousand nine hundred and fifty-eight

Signed, Sealed and Delivered
in presence of

Thomas F. Larkin — Henry G. Saumsiegle

Laine T. H. King — Alice L. Saumsiegle

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss. June 13, 1958

Personally appeared the above named Henry G. Saumsiegle and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Thomas F. Larkin
Justice of the Peace
Notary Public

THOMAS F. LARKIN NOTARY PUBLIC

STATE OF MAINE, HANCOCK COUNTY, REGISTRY OF DEEDS.
Received July 1, 1958 at 9 h. 2 m. and recorded in Book 820 Page 177
Register.

BOOK 820 PAGE 260

2964

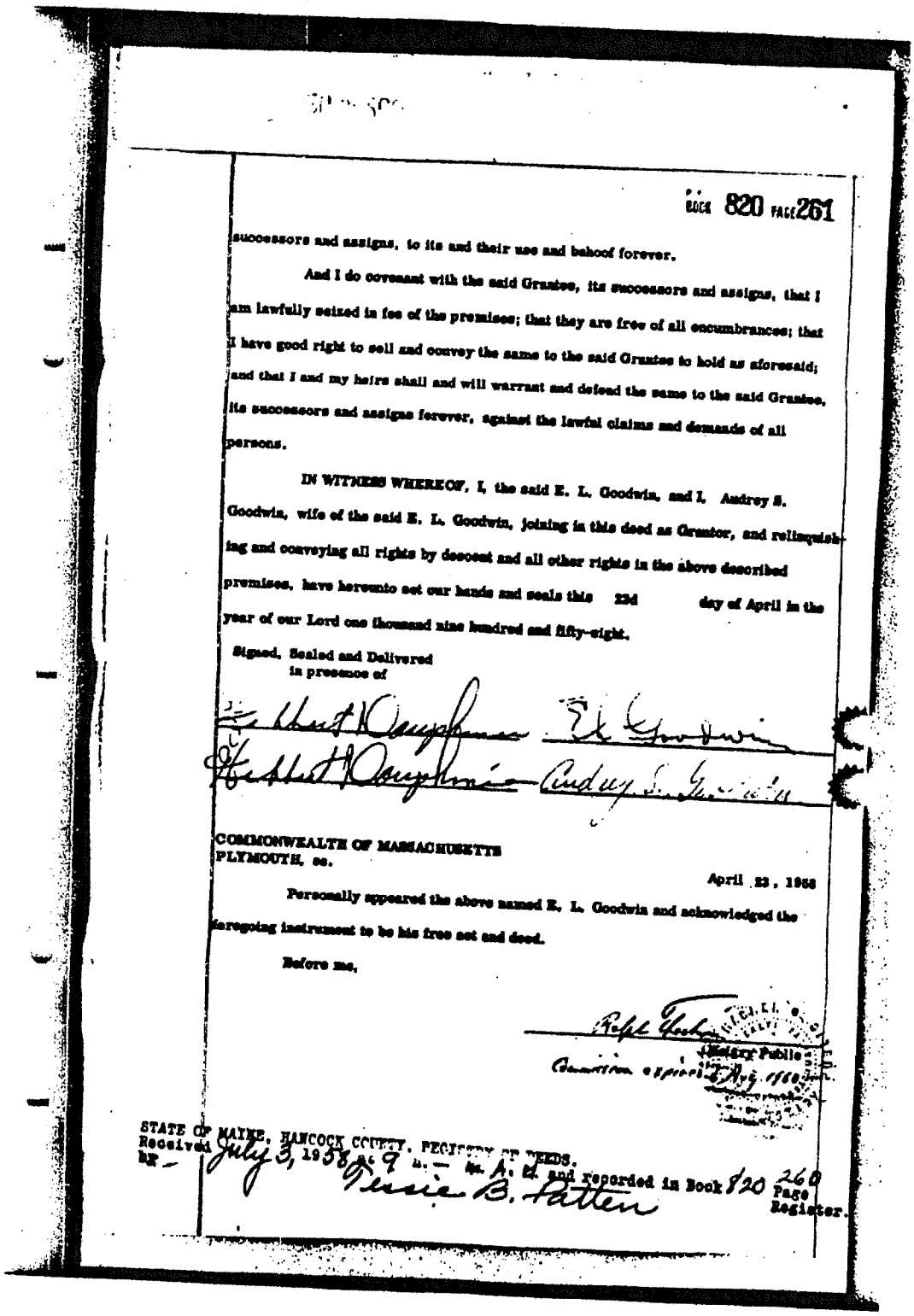
KNOW ALL MEN BY THESE PRESENTS,

That I, E. L. GOODWIN, of Wareham, in the County of Plymouth and Commonwealth of Massachusetts, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

> Certain lots or parcels of land situated in Orland, Hancock County, Maine, and being the portions of the Dead River Mill Lot, so-called, on both sides of Dead River which were conveyed to me by Merchants National Bank of Bangor, Trustee under the Will of Reuben R. Simpson, late of Bucksport, Maine, by deed dated October 1, 1948 and recorded in Hancock County Registry of Deeds in Book 724, Page 158.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its



BOOK 820 PAGE 261

successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said E. L. Goodwin, and I, Audrey S. Goodwin, wife of the said E. L. Goodwin, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 22d day of April in the year of our Lord one thousand nine hundred and fifty-eight.

Signed, Sealed and Delivered
in presence of

Herbert H. Josephine — E. L. Goodwin

Herbert H. Josephine — Audrey S. Goodwin

COMMONWEALTH OF MASSACHUSETTS
PLYMOUTH, ss.

April 23, 1958

Personally appeared the above named E. L. Goodwin and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Ralph York
Notary Public
Commission expires 2 Aug 1963

STATE OF MAINE, HANCOCK COUNTY, REGISTRY OF DEEDS.
Received July 3, 1958 at 9 A.M. and recorded in Book 820 Page 260
Attest: Susie B. Patten
Register.

BK 877 PG 231 5928

KNOW ALL MEN BY THESE PRESENTS,

That I, WINSTON C. FERRIS, of Bucksport, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at said Bucksport, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:

Beginning at a cedar stake on the northern shore of Alamoosook Lake; thence North twenty-two degrees East (N. 22° E.) one (1) rod; thence North forty degrees West (N. 40° W.) six (6) rods and seventeen (17) links to a cedar stake; thence North eighty-five and one half degrees West (N. 85 1/2° W.) fifteen (15) rods to a cedar stake at the shore of said lake; thence by the shore of said lake as it runs to the place of beginning, containing one hundred thirty (130) square rods, more or less.

For title to the above described premises, reference is hereby made to four certain deeds wherein said Winston C. Ferris is the grantee, one given by Vera S. McClure, Administratrix of the Estate of Mina B. Leach, dated November 20, 1959 and recorded in Hancock County Registry of Deeds in Book 852, Page 222, another given by William B. Blaisdell, Public Administrator of the Estate of Lauriston G. Leach, dated November 24, 1959 and recorded in said Registry of Deeds in Book 852, Page 224, another given by Harry C. Page recorded on September 13, 1960 in said Registry of Deeds in Book 870, Page 481, and another given by Morritt P. Fitch, Successor Trustee of the Estate of Margaret A. Leach, dated November 14, 1960 and recorded in said Registry of Deeds in Book 875, Page 155.

And the said St. Regis Paper Company for itself, its successors and assigns,

does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Winston C. Ferris, unmarried, have hereunto set my hand and seal this tenth day of December, in the year of our Lord one thousand nine hundred and sixty.

Signed, sealed and delivered
in presence of

Witness

Winston C. Ferris

STATE OF MAINE
HANCOCK, ss.

December 10, 1960

Personally appeared the above named Winston C. Ferris and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Justice of the Peace
Notary Public

STATE OF MAINE, HANCOCK COUNTY REGISTRY OF DEEDS
Rec'd Dec. 22, 1960 at 9:23 m. A. M. and recorded in Book 877 Page 235
by Jessie D. Tatten Register.

909

979 144 KNOW ALL MEN BY THESE PRESENTS,

That CENTRAL MAINE POWER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having its office and principal place of business at Augusta, in the County of Kennebec and State of Maine, in consideration of One Dollar and other valuable consideration paid by ST. REGIS PAPER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey and forever quitclaim unto the said St. Regis Paper Company, its successors and assigns forever, the following described premises, water rights, flowage rights, diversion rights, and rights of way, together with any buildings, dam, penstock, and other structures thereon, situated in Orland, (in that part known as East Orland) in said County of Hancock.

1. A certain lot or parcel of land bounded and described as follows:

Beginning on the lower side of the Bridge as it existed on January 15, 1907, in the middle of the brook near the pump works as said works existed on January 15, 1907; thence North 46° East seventeen and one-fourth (17 1/4) rods across the main stream to a point formerly marked by a stake standing near a brook on the west side of the brook; thence South 49° East twelve (12) rods to a point formerly marked by a stake and stones standing on the north side of the main stream; thence South 62 1/2° West twenty-two (22) rods to the brook; thence down the brook to the first mentioned bounds, there being about an acre and ten (10) rods, more or less, with the right of way to a point now or formerly marked by a stone post standing by a maple tree at the county road.

SCHEDULE A-99 Orland

5656 BOOK 1105 PAGE 317

STATE OF MAINE

HANCOCK, ss.

SUPERIOR COURT

Civil Action, Docket No. 5201

BARBARA Y. DORR BLACK, of Bucksport, County of Hancock, State of Maine,

Plaintiff

vs.

ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York, and having a place of business at Bucksport, County of Hancock, State of Maine, and its successors, assigns, creditors, lienors, and grantees and any and all other persons unascertained or not in being or unknown orout of the state, and all other persons whomsoever who may claim any right, title, interest or estate, legal or equitable, in the within described land and real estate through or under John P. Blaisdell

Defendants

JUDGMENT

This matter came on for hearing before the Court; and the Court finding that the Defendant, St. Regis Paper Company, has been duly served with the summons and complaint in accordance with the Maine Rules of Civil Procedure; that service by publication upon all Defendants other than those above named has been made in accordance with the Order of this Court dated June 22, 1970; and Joseph T. Walsh, Jr., Esq., of Bangor, Maine having been appointed guardian ad litem and agant, under 14 M.R.S.A. §6656, for all Defendants other than thoseabove named; and the said Joseph T. Walsh, Jr., Esq. having filed an acceptance of appointment and an answer denying the allegations of the complaint; and the Defendant, St. Regis Paper Company having appeared and answered;

It is, after hearing, ORDERED, ADJUDGED AND DECREED that

1. The Defendants and every person claiming by, through or under them be barred from all claims to any right, title, interest or estate in the following described real estate:

Certain lots or parcels of land situate in Orland, County of Hancock, State of Maine, bounded and described as follows, to wit:

PARCEL I: Beginning at a cedar post set into the ground in the Town line between the Town of Penobscot and the Town of Orland, said cedar post being approximately 2,475 feet, measured in a westerly direction along said Town line, from the easterly shore of Short Point, so-called; thence north 2° west a distance of 2,623.5 feet to a cedar post set into the ground; thence in a westerly direction 151 feet to a blazed pine and continuing in the same general direction to the shore of Toddy Pond, so-called; thence in a generally northerly direction by and along the shore of said Toddy Pond as said shore runs, to the northernmost point of Long Point, so-called; thence easterly and southerly by and along the shoreline of said Long Point as said shoreline runs and continuing along the shore of said Toddy Pond to said Town line between the Towns of Penobscot and Orland; thence south 88° 30' west 224 feet, more or less, to the point of beginning.

PARCEL II: Beginning at a point in the Town Line between the Towns of Penobscot and Orland, which said point is located on the shore of a shallow marsh constituting part of Toddy Pond and which said point is 1,275 feet measured westerly along said Town Line from a point on the easterly side of Short Point, so-called; thence in an easterly direction by and along said Town Line a distance of 90 feet more or less, to the shore of Toddy Pond; thence in a northwesterly, westerly and southwesterly direction by and along the shore of Toddy Pond as the said Pond runs, to the point of beginning.

PARCEL III: Beginning at a point in the Town Line between the Towns of Penobscot and Orland, which said point is in the shoreline of Toddy Pond, on the generally easterly side of Short Point, so-called; thence by and along the shoreline of said Toddy Pond as said shoreline runs, in a northerly, northwesterly and then southerly direction around said Short Point, to the said Town Line between the Towns of Orland and Penobscot; thence north 88° east by and along said Town Line to a red spruce post; thence continuing in the same direction to an iron pipe; thence continuing in the same direction a total distance of 836 feet, more or less, to the point of beginning.

There is also expressly included in this description any and all islands located between Long and Short Points hereinabove referred to.

EXCEPTING AND RESERVING from the above described PARCEL III the following lots or parcels of land:

1. A certain lot or parcel of land situate in Orland, County of Hancock, State of Maine and described as follows: Beginning at a point on the western shore of Short Point, Toddy Pond eleven hundred feet northerly distant from the Orland-Penobscot town line running northerly one hundred feet; thence easterly parallel to said town line to a common right of way; thence southerly one hundred feet along said right of way; thence

westerly parallel to said town line to the point of beginning. Being the premises conveyed to Donald P. Gray by deed of Clyde M. and Barbara Y. Dorr, dated November 30, 1966.

2. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Earle L. and Francis E. Soper, by deed dated August 11, 1966, recorded in Hancock Registry of Deeds, Volume 1018, page 26.

3. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Hilda Fisa-Relli, dated August 11, 1966, recorded in said Registry, Volume 1025, page 203.

4. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Charles M. and Ethyl F. Kennedy, dated November 30, 1966, recorded in said Registry, Volume 1029, page 7.

5. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Richard A., Gladys R., and Peter F. Leighton, dated November 30, 1966, recorded in said Registry, Volume 1030, page 373.

6. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Raymond O. Wasburn and Suzanne T. Wasburn, dated November 30, 1966, recorded in said Registry, Volume 1030, page 385.

7. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Mrs. Claire B. Alley, dated November 30, 1966, recorded in said Registry, Volume 1033, page 282.

8. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Jessie R. and Joan R. Rollins, dated November 10, 1966, recorded in said Registry, Volume 1034, page 85.

9. Parcel described in dead of Clyde M. Dorr and Barbara Y. Dorr to Leo Murray, dated November 30, 1966, recorded in said Registry, Volume 1034, page 279.

10. Parcel described in deed of Clyde M. Dorr and Barbara Y. Dorr to Lloyd B. Boothby and Bernice A. Boothby, dated November 30, 1966, recorded in said Registry, Volume 1038, page 69.

11. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Charles Robert Gough, dated November 30, 1966 recorded in said Registry, Volume 1038, page 69.

12. Parcel described in deed of Clyde M. Dorr and Barbara Y. Dorr to Robert G. W. Lobley and Julia J. Lobley, dated November 30, 1966, recorded in said Registry, Volume 1073, page 657.

There is expressly EXCEPTED AND RESERVED from the above described PARCEL III the right of way common to all of the foregoing excepted lots and referred to in the several deeds to the said foregoing excepted lots.

The description contained herein, although consisting of three separate parcels, is intended

to describe the same premises conveyed to Clyde M. Dorr and Barbara Y. Dorr (now Barbara Y. Dorr Black) by Virginia Luce by deed dated June 27, 1961, recorded in said Registry, Volume 919, page 453; excepting therefrom the various outconveyances made by the said Clyde M. Dorr and Barbara Y. Dorr. The foregoing description is based upon a survey prepared by Kolman Timberland Consultants Inc. in November, 1969.

The above described premises are expressly subject, however, to any and all existing rights of flowage owned or held of record by St. Regis Paper Company, its subsidiaries, successors or assigns.

2. The Plaintiff is vested with title to the above described land and real estate in fee simple, with the further provision, however, that this Judgment shall in no way affect any existing rights of flowage owned or held of record by St. Regis Paper Company, its subsidiaries, successors and assigns, relating to the waters of Toddy Pond, so-called.

3. A copy of this Judgment and Decree, attested as such by the Clerk of this Court, shall be recorded in the Hancock County Registry of Deeds; and this Judgment and Decree shall operate directly on the above described land and real estate and shall have the force of a release made by or on behalf of all Defendants of all claims inconsistent with the title established and declared hereby.

Dated: Sept 24, 1970

Justice, Superior Court

SEEN AND AGREED TO:

Attorneys for Defendant, St. Regis Paper Company

SEEN:

Guardian ad Litem

A true copy.

Attest: Carrie C. Braglow Clerk, Superior Court.

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STATE OF MAINE, HANCOCK COUNTY REGISTRY OF DEEDS.
Rec'd Sept 25 1970 at 3h 10m. P. M. and recorded in book 1105 Page 317
by Jessie B. Patten, Register.

SCHEDULE A-100

DEED DESCRIPTION, MAX L. LEAVITT TO CHAMPION INTERNATIONAL CORPORATION, BUCKSPORT, MAINE

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine and bounded and described as follows, to wit:-

Being a portion of Lots 5, 6 and 7 in the First Range of lots in said town and also being approximately in the center of the above named three lots in an east-west plane and being bounded on the north by Lot 8 in the First Range now owned by Robert Nehus of Louisiana, Missouri; on the east by land of said Champion International Corporation, on the south by land of Melissa Chipman, Champion International Corporation and Faylene Dunbar; and on the west by land of Central Maine Power Company, being a 345kw transmission line connecting to Bangor Hydro-Electric Company at the Bucksport-Orrington town line and being further described as follows, to wit:-

Beginning at the southerly line of said Lot 8, First Range on the easterly side of the said Central Maine Power Company 345 kw transmission line at the remains of an old barbed wire fence; thence about S 74°-29' E a distance of about 911 feet along land of said Robert Nehus and the southerly line of said Lot 8 and the remains of an old barbed wire fence to an intersection in said fence line; thence about S 14°-01' W about 1025 feet along an old barbed wire and rail fence and land of said Champion International Corporation to a corner in said fence line; thence about S 75°-51' E about 804 feet along an old barbed wire and rail fence and land of the said Champion International Corporation to a corner in said fence; thence about S 10°-37' W about 324 feet along the remains of an old barbed wire fence and land of said Champion International Corporation to a corner in said fence; thence about N 75°-51' W about 328 feet along an old barbed wire fence and land of said Champion International Corporation to a corner in said fence; thence about S 14°-01' W about 400 feet along an old barbed wire fence and along land of said Champion International Corporation to a spotted line painted yellow and land of Melissa Chipman on the northerly line of said Lot 5, First Range; thence about N 74°-18' W about 179 feet to an iron rod driven into the ground at the northwesterly corner of land of said Melissa Chipman and the northeasterly corner of land of said Champion International Corporation; thence about N 76°-40' W about 1493 feet along a spotted line painted yellow and land of said Champion International Corporation to an iron rod driven into the ground; thence about S 11°-20' W about 581 along a spotted line painted yellow and land of said Champion International Corporation to land of Faylene Dunbar; thence about N 76°-40' W about 170 feet along land of said Faylene Dunbar to the easterly sideline of said Central Maine Power Company 345 kv transmission line; thence about N 24°-07' E about 2410 feet along the easterly sideline of said transmission line to the point of beginning, containing about 55 acres. Bearings are true bearings based of grid north and all bearings and distances are derived from Global Positioning System readings from a mapping grade receiver.

(183) #2

CORRECTIVE QUITCLAIM DEED WITH COVENANT

International Paper Company, a New York corporation with a place of business at 6400 Poplar Avenue, Memphis, Tennessee, 38197, for consideration paid, grants to **CMP Bucksport LLC**, a Delaware limited liability company, having an address at 9 W. 57th Street, New York, New York, 10019, Attention: Scott Kleinman, with quitclaim covenant, the premises in Bucksport and Orland, County of Hancock, State of Maine as described in the deed to this Grantee dated August 1, 2006 and recorded in the Hancock County Registry of Deeds in Book 4558, Page 148, together with those Improvements and Appurtenances described therein, the descriptions therein being incorporated herein by reference. Said deed inadvertently identified the grantor as SP Forests, L.L.C., rather than International Paper Company. This deed is given to correct the identity of the grantor in that deed. Subject to all matters of record.

WITNESS my hand and seal as of this 11 day of September, 2006.

Signed, Sealed and Delivered
in presence of

Janet N Wright

INTERNATIONAL PAPER COMPANY

By: Edward R. Niederriter

Its: Deputy GC, VP and Assistant Secretary

Printed Name: Edward R Niederriter

STATE OF TENNESSEE)
)ss.
COUNTY OF Shelby)

On the 11th day of September 2006 in the year 2006, before me personally came Edward R. Niederriter to me known who, being by me duly sworn, did depose and say that he/she is the Deputy GC, VP+Asst Sec of International Paper, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.

M. MICHELLE BYRD
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

M. Michelle Byrd

Notary Public

Printed Name: M. Michelle Byrd

My commission expires:

MY COMMISSION EXPIRES:
October 19, 2008

E/RET: EPB

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "VERSO BUCKSPORT LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-EIGHTH DAY OF APRIL, A.D. 2006, AT 1:26 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CMP BUCKSPORT LLC" TO "VERSO BUCKSPORT LLC", FILED THE TWENTY-SECOND DAY OF AUGUST, A.D. 2006, AT 3:05 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "VERSO BUCKSPORT LLC".

4150501 8100H
070812222

SECRETARY'S OFFICE 1793 DELAWARE 1952

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5840063

DATE: 07-13-07

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:51 PM 04/28/2006
FILED 01:26 PM 04/28/2006
SRV 060397471 - 4150501 FILE

CERTIFICATE OF FORMATION
OF
CMP BUCKSPORT LLC

This Certificate of Formation of CMP BUCKSPORT LLC (the "LLC"), dated as of April 28, 2006, is being duly executed and filed by Matthew Norgard, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et.seq.).

FIRST: The name of the limited liability company formed hereby is CMP BUCKSPORT LLC.

SECOND: The address of the registered office of the LLC in the State of Delaware is c/o National Corporate Research, LTD., 615 South DuPont Highway, Dover, County of Kent, 19901.

THIRD: The name and address of the registered agent for service of process on the LLC in the State of Delaware is National Corporate Research, LTD., 615 South DuPont Highway, Dover, County of Kent, 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Matthew Norgard
Matthew Norgard
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:28 PM 08/22/2006
FILED 03:05 PM 08/22/2006
SRV 060783464 - 4150501 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company:
CMP BUCKSPORT LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

"FIRST: The name of the limited liability company formed hereby is VERSO BUCKSPORT LLC."

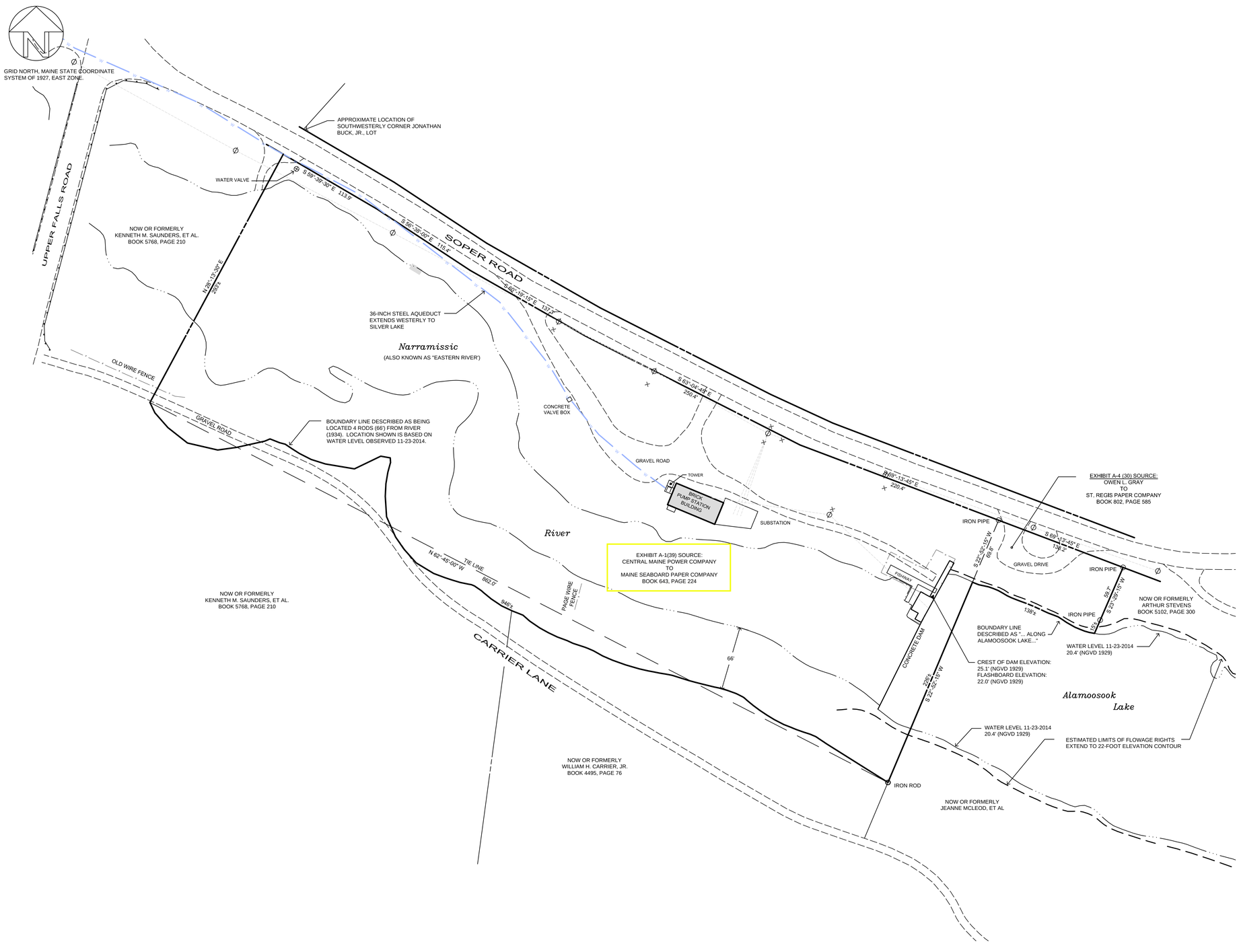
IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 22nd day of August, 2006.

By: /s/ Daniel Vazquez

Name: Daniel Vazquez
Title: Authorized Person

NY\1181928.1

③ E/EPB



SURVEYOR'S NOTES

1. DOCUMENTS REFERENCED BY "BOOK - PAGE", "VOLUME-PAGE", "PLAN BOOK- PAGE", OR "MAP FILE" ON THIS PLAN SET ARE RECORDED IN HANCOCK COUNTY REGISTRY OF DEEDS UNLESS OTHERWISE NOTED.

2. REFERENCES TO "EXHIBITS" AND "SCHEDULES" REFER TO CORRESPONDINGLY NUMBERED ITEMS IN A FIRST AMERICAN TITLE INSURANCE COMPANY OWNER'S POLICY, EFFECTIVE SEPTEMBER 14, 2006 AT 1:39 PM, POLICY NUMBER NCS-196622-BPS1 IN AN AMOUNT OF $101,501,790.00, AS ENDORSED BY CHANGE ENDORSEMENT EFFECTIVE JANUARY 29, 2015.

3. CULTURAL FEATURES INCLUDING BUILDING LOCATIONS, SHOWN BY THIS PLAN SET HAVE BEEN LOCATED, IN PART, BY STANDARD PHOTOGRAMMETRIC TECHNIQUES FROM GROUND-CONTROLLED AERIAL PHOTOGRAPHY OBTAINED NOVEMBER 23, 2014. THE ESTIMATED MAXIMUM POSITIONAL ACCURACY OF PHOTOGRAMMETRICALLY MAPPED FEATURES IS 2.0 FEET.

4. SOPER ROAD IS A PUBLICLY MAINTAINED HIGHWAY. RECORDS DESCRIBING THE ESTABLISHMENT, WIDTH AND BOUNDS OF THE PUBLIC RIGHT OF WAY WERE NOT FOUND DURING THE COURSE OF THIS SURVEY. THE LIMITS SHOWN ARE BASED UPON THE APPARENT RIGHT OF WAY LIMITS DISCERNED FROM EXTRINSIC EVIDENCE IN THE FORM OF PRIOR UNRECORDED SURVEY PLANS AND FIELD EVIDENCE.

5. THE APPROXIMATE AREA OF THE COMBINED PARCELS AS SHOWN IS 5.65 ACRES.

LEGEND

(22) SOURCE PARCEL; SEE TABLE

WATER COURSE
PROPERTY LINE
INTERIOR PARCEL LINE
PAVED ROAD
UNPAVED ROAD

SURVEY STANDARD

TO: VERSO BUCKSPORT LLC, AIM DEVELOPMENT (USA) LLC, A DELAWARE LIMITED LIABILITY COMPANY, BIGELOW TITLE COMPANY LLC AND FIRST AMERICAN TITLE INSURANCE COMPANY.

THIS PLAN WAS PREPARED FROM INFORMATION OBTAINED BY A SURVEY CONFORMING SUBSTANTIALLY TO THE REQUIREMENTS OF TECHNICAL STANDARDS CONTAINED IN CHAPTER 90, PART 2, OF THE RULES OF THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, EFFECTIVE APRIL 1, 2001.

RICHARD A. DAY, MAINE LICENSED PROFESSIONAL LAND SURVEYOR No. 1151

STATE OF MAINE
RICHARD A. DAY
NO. 1151
PROFESSIONAL LAND SURVEYOR

SHEET TITLE

BOUNDARY SURVEY PLAN
ALAMOOSOOK DAM LOT
PROPERTY OF
VERSO BUCKSPORT LLC
HANCOCK COUNTY REGISTRY OF DEEDS
BOOK 4588, PAGE 26
BUCKSPORT, MAINE

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, ME 04401
(207) 947-0019

PROJECT:	SHEET:
98079	1 of 1
DATE: 01-29-2015	
SCALE: 1"=50'	

P:\1998\98079_2014 Pierce Atwood\DWG_current working dwg\98079 Alamoosook Dam Lot V2.dwg, 2/20/2015 7:01:52 AM

U.S.I.R. Stamps $3,000.25 Series 1945 T Inc 12/17/46

U.S.I.R. Stamps $523.05 Series 1946 T Inc 12/17/46

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That TIME, INCORPORATED (hereinafter called Time), a corporation organized and existing under the laws of the State of New York and located at 9 Rockefeller Plaza, City, County and State of New York (with and into which corporation Maine Seaboard Paper Company, a Maine corporation, was merged pursuant to the terms of an Agreement of Merger, filed August 31, 1946, in the Office of the Secretary of State of the State of Maine, a certificate of said merger being duly filed and recorded in Hancock County Registry of Deeds in Corporation Book 3, Page 269), in consideration of one dollar and other valuable consideration paid by ST. REGIS PAPER COMPANY (hereinafter called St. Regis), a corporation organized and existing under the laws of the State of New York and located at 230 Park Avenue, City, County and State of New York, the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey and forever quit-claim unto St. Regis, its successors and assigns forever, all real estate and interests in real estate in the State of Maine acquired by Time under and by virtue of said above mentioned Agreement of Merger, or otherwise acquired, and held on the date hereof, including without limitation the real estate and interests in real estate in Hancock County, State of Maine, acquired as aforesaid, whether or not included in the following described property:

MILL SITE IN BUCKSPORT

1. A certain lot or parcel of land with the mill, wharves and all other buildings and structures thereon, together with all machines, engines, machinery and appliances affixed thereto, situated in Bucksport, in the County of Hancock and State of Maine, and bounded and described as follows:

Beginning at a point on the Westerly line of land formerly of John Hall, now of the grantor and known as the Colby-Homer Wharf property, at the most Southerly corner of certain land of Eastern Maine Railway Company; thence Southwesterly by said Westerly line of said Hall property Two Hundred Forty (240) feet to the Penobscot River and low water line, said Westerly line of said Hall property being parallel with and about twenty (20) feet Westerly from the wharf on said property; thence Westerly by the low water line of said Penobscot River about One Hundred (100) feet to the wharf structure formerly of said Eastern Maine Railway Co., now of said grantor; thence Southerly by said wharf structure about Two Hundred Twenty (220) feet to a corner thereof; thence Westerly by said wharf structure about One Hundred Sixty (160) feet to a second corner thereof; thence Northerly by said wharf structure about Two Hundred Forty (240) feet to low water line; thence Westerly, Southwesterly, Westerly and Northerly by said low water line to the dividing line, or an extension thereof, between the land conveyed to Maine Seaboard Paper Company by Warranty Deed of Elizabeth A. Brewster et al. dated January 11, 1930 and recorded in Hancock Registry of Deeds, Book 628, Page 441, and land reputed to be owned by the Maine Coal and Dock Company; thence Southeasterly on said dividing line to the right of way of the Eastern Maine Railway Company; thence Southerly by said right of way to the Northerly side line of land conveyed to Maine Seaboard Paper Company by Warranty Deed of W. L. Huzzy dated January 4, 1930 and recorded in said Registry in Book 629, Page 86; thence Southeasterly by the Northerly side line of said land so conveyed by Huzzy and across said Railroad right of way to the road running from Bucksport to Bangor; thence in a general Southerly direction by said road as re-located to an extension in a Northeasterly direction of the Southeasterly boundary line of the parcel of land conveyed to Maine Seaboard Paper Company by deed of Alice M. Norris, Guardian of Harold Norris, dated February 17, 1930 and recorded in said Registry in Book 628, Page 442; thence Southwesterly by said extension and by said Southeasterly boundary line of said land formerly of Norris and continuing on the same course across the right of way of the Eastern Maine Railway Company to the Northeasterly side line of land conveyed by said Eastern Maine Railway Company to said Maine Seaboard Paper Company; thence in a general Southeasterly direction by land of said Eastern Maine Railway Company to the point of beginning.

Excepting and reserving, however, the right of way of said Eastern Maine Railway Company but including in this conveyance all rights of reversion which the said grantor has or may have in and to the same or any part thereof.

Also excepting and reserving the two certain lots located on the Westerly side of said Railroad right of way which were conveyed by Maine Seaboard Paper Company to Eastern Maine Railway Company by deed dated April 18, 1930 and recorded in said Registry in Book 629, Page 218, in which deed said parcels were described as follows:

"Parcel number one is bounded northerly by land formerly of Melvin H. Harriman; easterly by the railroad right of way; southerly by land formerly of Mahlon W. Emerson; westerly by the easterly line of the old river road."

****

"Parcel number two is triangular in form and bounded

northeasterly by the Bucksport Branch of the Maine Central Railroad, southerly by land formerly of Bert H. Bennett; northwesterly by the easterly line of the old river road leading from Bucksport to Bangor past the Frank Meade place."

Also excepting and reserving the lots of land with the power sub-station and transmission line towers located thereon and the pole line rights of way, all of which were conveyed by Maine Seaboard Paper Company to Central Maine Power

Company by deed dated July 12, 1932 and recorded in said Registry of Deeds in Book 640, Page 464, to which deed reference may be had for a more particular description, but hereby conveying all the rights and easements reserved in said deed; and also excepting and reserving the lots of land with the buildings thereon, party wall rights, easements and other rights and privileges all of which were conveyed by Maine Seaboard Paper Company to the Central Maine Power Company by indenture dated December 27, 1939 and recorded in said Registry of Deeds, Book 670, Page 558, but hereby conveying all of the rights and easements reserved in said indenture, and granted to said Maine Seaboard Paper Company therein, but including and hereby conveying the portion of said premises which were reconveyed by said Central Maine Power Company to said Maine Seaboard Paper Company by deed dated September 25, 1940 and recorded in said Registry of Deeds in Book 680, Page 359, subject to the rights and easements reserved in said deed, and also including and hereby conveying the portions of said premises, rights and easements which were reconveyed by said Central Maine Power Company to said Maine Seaboard Paper Company by indenture dated October 31, 1945 and recorded in said Registry of Deeds in Book 704, Page 165, subject to the rights and privileges conveyed by said Maine Seaboard Paper Company to said Central Maine Power Company by said indenture recorded in said Registry of Deeds in Book 704, Page 165.

Also excepting the lot of land conveyed by Maine Seaboard Paper Company to Central Maine Power Company by deed dated September 25, 1940 and recorded in said Registry of Deeds in Book 680, Page 359.

The above-described premises are conveyed subject, however, to the rights granted by Parker Spofford to the New England Telephone and Telegraph Company by deed dated October 18, 1910 and recorded in said Registry in Book 474, Page 311, as modified by agreement and release between the Maine Seaboard Paper Company and New England Telephone and Telegraph Company, dated January 1, 1931 and recorded in said Registry of Deeds in Book 637, Page 512.

2. Also a certain lot or parcel of land with the buildings thereon situated in said Bucksport on the Easterly side of the road leading from Bucksport to Bangor and bounded and described as follows: Northerly by land of Joseph G. Brewster and parties unknown and by an allowance way for a town way; Easterly by land of Nyada Colby; Southerly by land of Evvie L. Lowell; Westerly by the said Road leading from Bucksport to Bangor, being part of the same premises which were conveyed to Maine Seaboard Paper Company by W. L. Huzzy by his deed dated January 4, 1930 and recorded in said Registry in Book 629, Page 86.

3. Also another certain lot or parcel of land with the buildings thereon situated in said Bucksport on the Northeasterly side of the New road leading to Bangor and bounded and described as follows: Beginning at the intersection of the Southerly side line of land of Bert Bennett and the new road leading to Bangor; thence in a general Southeasterly direction by said new road and continuing by Main Street to land of Jessie E. and Mahlon W. Emerson; thence Northeasterly by said Emerson land to the Northerly corner thereof; thence Southeasterly by said Emerson land to the Easterly corner thereof; thence Southwesterly by said Emerson land to said Main

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Street; thence Southeasterly by said Main Street to other land of said Emersons; thence Northeasterly by said Emerson land to the Northerly corner thereof; thence Southeasterly by said Emerson land to land of Warren; thence Northeasterly by said Warren land to the Northerly corner thereof; thence from said Northerly corner of the Warren land in a straight line to the Southwesterly end of an old stone wall (now partly tumbled down) which stone wall runs by the Northwesterly side of the East Maine Conference Seminary Athletic Field and is distant from the said Northwesterly side of said Athletic Field about eight rods more or less, the said distance varying at different points, thence along said old stone wall in a general Northeasterly direction to the said Southerly side line of land of Bert Bennett; thence in a general Northwesterly direction by said Bennett's land to the point of beginning.

Excepting and reserving from this conveyance, however, the perpetual right to take water from a certain spring, given by deed of Parker Spofford to Jessie E. Emerson, May 8, 1908, recorded in said Registry of Deeds, Book 453, Page 146. Also excepting and reserving from this conveyance a right of way twenty-one feet wide on Westerly line of Warren land, referred to in deed of Parker Spofford to Annie I. Warren, dated October 21, 1911, recorded in said Registry of Deeds, Book 484, Page 174.

The above described parcel is conveyed subject to the rights and easements which were conveyed by Maine Seaboard Paper Company to Central Maine Power Company by deed dated March 2, 1931 and recorded in said Registry in Book 634, Page 57.

Meaning and intending hereby to convey and hereby conveying, whether the same is included in the descriptions contained in Paragraphs 1, 2 and 3 or not, all and the same real estate and interests therein, with the exceptions hereinbefore set forth which were conveyed to Maine Seaboard Paper Company by the following deeds, to which reference may be had for a more particular description, namely:

Deed of Trustees of East Maine Conference Seminary dated December 3, 1929 and recorded in said Registry in Book 628, Page 144; deed of George Blodget Co. dated November 25, 1929, recorded in said Registry in Book 627, Page 342, excepting, however, the parcel which was conveyed by Maine Seaboard Paper Company to Frederick S. Blodget by deed dated December 24, 1929 and recorded in said Registry in Book 629, Page 18, but hereby conveying the right reserved in said deed; deed of Eastern Maine Railway Company dated November 26, 1929 and recorded in said Registry of Deeds in Book 628, Page 122; deed of Maine Central Railroad Company dated November 29, 1929 and recorded in said Registry in Book 628, Page 123; deed of Daniel Courcy dated December 7, 1929 and recorded in said Registry in Book 627, Page 488; deed of Frank L. Meade dated December 2, 1929 and recorded in said Registry in Book 627, Page 485; deed of Alvah F. Clements dated December 6, 1929 and recorded in said Registry in Book 627, Page 487; deed of S. Leo Heywood et als. dated March 24, 1930 and recorded in said Registry in Book 629, Page 283; deed of Evvie L. Lowell dated January 10, 1930 and recorded in said Registry in Book 629, Page 86; deed of W. L. Huzzy dated January 4, 1930 and recorded in said Registry in Book 629; Page 86; deed of Elizabeth A. Brewster et al. dated January 11, 1930 and recorded in said Registry in Book 628, Page 441; deed of Alice M. Norris, Guardian of Harold Norris dated February 17, 1930 and recorded in said Registry in Book 628, Page 442; deed of Bert H. Bennett dated December 19, 1929 and recorded in said Registry in Book 627, Page 491; deed of Bert H. Bennett dated December 14, 1929 and recorded in said Registry in Book 627, Page 490; deed of Joseph F. Costello dated December 6, 1929 and recorded

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in said Registry in Book 627, Page 487; deed of Donald C. Sweet dated December 6, 1929 and recorded in said Registry in Book 627, Page 486; deed of Lewis H. Hopkins et als. dated December 13, 1929 and recorded in said Registry in Book 627, Page 489; deed of Mahlon W. Emerson et al. dated December 12,1929 and recorded in said Registry in Book 627, Page 489; deed of Melvin H. Harriman dated January 18, 1930 and recorded in said Registry in Book 628, Page 441.

Subject to the easement for water pipes conveyed by Maine Seaboard Paper Company to Bucksport Water Company by deed dated October 29, 1945 and recorded in said Registry in Book 704, Page 164.

Together with the benefits of and subject to the burdens of a certain option agreement, so-called, dated October 31, 1945 and recorded in said Registry of Deeds in Book 704, Page 240.

Together with the benefits of and subject to the burdens of a certain indenture pertaining to handling and delivery of coal by and between Maine Seaboard Paper Company and Central Maine Power Company dated October 31, 1945 and recorded in said Registry of Deeds in Book 704, Page 242.

COLBY - HOMER WHARF IN BUCKSPORT

4. Also a certain lot or parcel of land together with the buildings thereon in said Bucksport, on the northerly side of Penobscot River and commonly known as the Colby Wharf property and the Homer Wharf property and bounded Northerly by the Maine Central Railroad et al.; Easterly by land of the Eastern Steamship Company et al.; Southerly by the Penobscot River; Westerly by land of said grantor (formerly Eastern Maine Railway) together with the right to the use of the roadway from the above described lot to Main Street in Bucksport as now used.

Excepting, however, the Easterly half of said parcel which was conveyed by Maine Seaboard Paper Company to Eastern Steamship Lines, Inc. by deed dated March 14, 1931 and recorded in said Registry in Book 634, Page 82.

The Maine Seaboard Paper Company acquired title to said premises by Warranty Deed of W. H. Morrison et als. dated July 16, 1930 and recorded in said Registry in Book 630, Page 394.

CHAPIN ATHLETIC FIELD

5, Also the following described real estate, comprising ten acres, more or less, situated in said Bucksport, known as "Chapin Field" of the Bucksport Seminary Property, beginning at an iron pipe set in concrete at the Southeast corner of Franklin Street and Spofford Avenue in said Bucksport, and moving in a Northeasterly direction along the south side of Spofford Avenue Nine Hundred Eighty-two (982) feet and Six (6) inches, more or less, to an iron pin in the stone wall which forms the Northeasterly intersection of this line at the Southwesterly boundary of the Bennett property and the Northeasterly boundary of the Seminary property; thence in a Southeasterly direction along the stone wall Four Hundred Eighteen (418) feet and Six (6) inches, more or less, to an iron pin set in the stone wall; thence in a Southwesterly direction Nine Hundred Sixty-eight (968) feet and Six (6) inches, more or less, across the Seminary property along the edge of the hill to an iron pipe set in the concrete at the Northeasterly boundary of the Walter Snowman lot; thence in a Northwesterly direction One Hundred Thirty-five (135) feet to a pipe set in concrete at the south side of Third Street; thence in a Southwesterly direction along the line of Third Street Eighteen (18) feet to an iron post set in concrete; thence Northwest

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erly Forty (40) feet across Third Street; thence in a straight line across the Northeasterly boundary of the Millard Eldridge property Two Hundred Seventy-six (276) feet to an iron pipe set in concrete; thence Southwesterly One

Hundred Eighty (180) feet, more or less, to the east side of Franklin Street; thence in a Northwesterly direction Seventy-five (75) feet, more or less, along the line of Franklin Street to the point begun at.

Maine Seaboard Paper Company acquired title to said premises by deed of Ada G. Chase et al. dated June 10, 1939 and recorded in the said Registry of Deeds, Book 670, Page 4.

PROPERTY AT SILVER LAKE IN BUCKSPORT

6. Also a certain lot or parcel of land in said Bucksport, bounded and described as follows:

Beginning at the Westerly end of an old cedar rail fence on the Westerly side of Mill Stream (outlet of Silver Lake) said end of said fence being about one hundred seventy (170) feet Westerly of said Stream; thence north fifty-seven degrees (57°) thirty-six minutes (36') west one hundred (100) feet to a stake and stones; thence north sixteen degrees (16°) east one hundred forty-nine (149) feet to a spotted beech tree; thence north thirty-two degrees (32°) forty-five minutes (45') east two hundred twenty-three and one-half feet (223 1/2') to a spotted tree at a contour line one hundred twenty-five feet (125') above mean sea level; thence following said one hundred twenty-five foot contour line, in a meandering course, Northerly, Westerly, Southerly, Westerly and Northerly to the south line of the Peavey farm, so-called; thence Easterly on said Peavey farm to Silver Lake; thence Southerly by said lake and down said Mill Stream to the rail fence above mentioned (said rail fence being about two-hundred (200) feet below the gate house of the Bucksport Water Company); thence Westerly along said rail fence to the point of beginning.

Including in this conveyance such Riparian Rights, if any, along Silver Lake and Mill Stream as may be owned by Silver Lake Cemetery Corporation. Excepting the rights of the Bucksport Water Co., if any, in the above premises and also excepting any cemetery lots conveyed to others by said grantor's predecessors in title.

Being the same premises conveyed to Maine Seaboard Paper Company by Silver Lake Cemetery Corporation by Warranty Deed dated August 13, 1930; recorded in said Registry, Book 631, Page 106.

7. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

Beginning on the Westerly side of Millvale Road at stake and stones at the Northeast corner of land if Wiley C. Conary et al., thence Northerly fifty-seven degrees (57°) thirty-six minutes (36') West along the Northerly line of land of Conary et al. to Mill Stream (outlet of Silver Lake), thence Northerly up said stream to Silver Lake; thence Northeasterly on lake about two hundred (200) feet to point opposite stake and stone on East shore of Silver Lake; thence Southerly Fifty-two degrees (52°) Twenty-three minutes (23') East through said stake and through a birch tree at stone wall to stake and stone seventeen (17) feet East of said birch (distance from stake and stone at shore to stake and stone seventeen (17) feet East of birch tree is four hundred eighty-five (485) feet); thence Southerly twenty-two degrees (22°) twenty-three minutes (23') West on general course of stone wall five hundred twenty-two (522) feet to stake and stone (150 feet South of Southerly end of said stone wall); thence

South fifty-seven degrees (57°) thirty-six minutes (36') East to Millvale Road; thence Southerly along said road one hundred (100) feet to place of beginning, containing seven (7) acres.

Also right to clear trees, etc. below one hundred twenty-five (125) feet above mean sea level, all as more particularly described in a deed recorded in said Registry in Book 629, Page 534. Excepting rights or property (if any) of Bucksport Water Co.

Being the same premises conveyed to Maine Seaboard Paper Company by Charles E. Pickering et al. by Warranty Deed dated July 11, 1930, recorded in said Registry, Book 629, Page 534.

8. Also a certain lot or parcel of land with the buildings thereon in said Bucksport bounded and described as follows:

Northerly by Adelbert E. Peavey farm and Catholic Cemetery; Easterly by road leading Northerly from Bucksport on West side of Silver Lake (a continuation of McDonald Street) and said Cemetery; Southerly by land now or formerly of Nyada Colby and Helen P. Chipman and the Ames Lot; Westerly by said Ames lot, the Luce lot and parties unknown.

Being the same premises conveyed to Maine Seaboard Paper Company by George R. Emerton, by Warranty Deed dated July 17, 1930, recorded in said Registry, Book 630, Page 328.

9. Also a certain lot or parcel of land with the buildings thereon in said Bucksport Southwesterly of Silver Lake (Great Pond) and bounded and described as follows:

A strip of land one hundred fifty (150) feet wide extending across farm of Nyada Colby and Helen P. Chipman from land now or formerly of George R. Emerton on the North to land of Bert H. Bennett on the South, containing about five (5) acres, the center line of said strip being marked by a line of stakes.

Being the same premises conveyed to Maine Seaboard Paper Company by Nyada Colby and Helen P. Chipman by Warranty Deed dated July 17, 1930, recorded in said Registry, Book 630, Page 327. CS

Said premises are subject to the agreement that said grantee shall build and keep in repair a roadway across the above described strip of land in a location to be selected by Nyada Colby and Helen P. Chipman and for their uses in connection with their land on both sides of said strip.

10. Also three certain lots or parcels of land situate near Silver Lake in said Bucksport, bounded and described as follows, to wit:

1st. Lot. Beginning at a stake on the margin of said Pond equal distant from the side line of the lot deeded to Ephraim J. and Elisha Bridges by Ephraim Bridges; thence running North seventy-six degrees (76°) West, sixty-three and one-half (63 1/2) rods to a fence or where a fence was separating the pasture and field; thence North twenty-four degrees East thirteen and one quarter (13 1/4) rods to a stake; thence North seventy-six (76) degrees west forty-eight and one half (48 1/2) rods to land of Anson Lamphair's heirs or grantees; thence by last named land South twenty-four (24) degrees West thirty-one and one-half (31 1/2) rods to land formerly of William Johnson; thence South seventy-six (76) degrees East by said land and land if I. N. Swazey heirs one hundred twelve (112) rods; thence by said Swazey's land and the Lake northeasterly to first bounds. Reserving

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however, the right of the Public in the highway crossing the same and also the burying ground occupied by the Catholics.

2nd Lot. Beginning at the Northwest corner of the Moulton lot, so-called, adjoining the lot first described and on the Southerly line of Charles Lawrence's land; thence running North seventy-six (76) degrees West by his land forty-eight and one-half (48 1/2) rods to the Northeast corner of land of the late Abner Lamphair; thence South twenty-four (24) degrees West to the Northwest corner of the lot first above described about thirty-one and one-half (31 1/2) rods; thence Southeasterly by the North line of first described lot forty-eight and one-half (48 1/2) rods to the corner of the Moulton lot and thence by the Moulton lot North twenty-four (24) degrees East thirty-one and one-half (31 1/2) rods to first bounds.

3rd Lot. Situated on the Westerly side of the road leading from Bucksport Village to the Turner School House, so-called; commencing on said road and on the North line of land owned, or formerly occupied by J. J. Bridges; thence by said road Northerly about seventeen and one-half (17 1/2) rods to the Moulton lot, so-called; thence Westerly by the Moulton lot about forty-two rods to a stake; thence Northerly parallel with Bridges' easterly line of his back lot twenty-seven (27) rods to land of Charles Lawrence; thence Westerly by Lawrence's land about fourteen (14) rods to John J. Bridges' land or land formerly occupied by him; thence Southerly about forty-four (44) rods by said Bridges' land to the land of said Bridges where it makes an angle and thence Easterly by his land about fifty-six (56) rods to the road, the place of beginning, containing about seven (7) acres. Reserving a right of way from the road to the Moulton lot, as now used.

Being the same premises conveyed to Maine Seaboard Paper Company by Adelbert E. Peavey by deed dated July 24, 1930, recorded in said Registry, Book 630, Page 350.

11. Also a certain lot or parcel of land in said Bucksport, on the Westerly side of Silver Lake and bounded and described as follows:

Northerly by land now or formerly of Frank W. Beal ; Easterly by said Silver Lake; Southerly by the Peavey lot, so-called, now owned by said grantor; Westerly by the Silver Lake road (sometimes called McDonald Street extension). Containing about five (5) acres.

Being the same premises conveyed to Maine Seaboard Paper Company by Walter H. Gardner et al. by Warranty deed dated August 6, 1930, recorded in said Registry, Book 631, Page 26.

12. Also a certain lot or parcel of land in said Bucksport, bounded and described as follows:

Northerly by the F. Elliott Bridges farm, land now or formerly of Smith and Witham and land of Wallace Heath; Easterly by land of Harry West and land owned or occupied by Blodgett; Southerly by land now or formerly of Augusta S. Gardner, et al (Swazey lot), land of Harry West and the Frank Jones lot; Westerly by the Silver Lake Road (sometimes called McDonald Street Extension). Containing about sixty (60) acres more or less.

Being the same premises conveyed to Maine Seaboard Paper Company by Frank W. Beal by Warranty Deed dated August 6, 1930, recorded in said Registry, Book 631, Page 25.

13. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

Being nearly triangular in form and located at the Southeasterly

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corner of property of E. Earl Herrick and bounded Easterly by the town road on West side of Silver Lake; Southwesterly by land now or formerly of Colby or parties unknown; Northerly and Northwesterly by an irregular meandering line following a contour elevation of one hundred thirty-two (132) feet above mean seal level. Containing about two (2) acres.

Being the same premises conveyed to Maine Seaboard Paper Company by E. Earl Herrick by Warranty Deed dated February 3, 1931, recorded in said Registry, Book 632, Page 580.

14. Also a certain lot or parcel of land with the buildings thereon in said Bucksport bounded and described as follows:

Northerly by Joshua L. Smith lot and land of Smith and Witham; Easterly by Meadow Brook and land of Smith and Witham; Southerly by Frank W. Beale lot; Westerly by Silver Lake Road (sometimes called McDonald Street Extension). Containing about two hundred (200) acres.

This parcel is conveyed subject to an easement for pole line as conveyed by F. Elliott Bridges to Central Maine Power Company by deed dated June 5, 1930 and recorded in said Registry in Book 630, Page 181.

Being the same premises conveyed to Maine Seaboard Paper Company by F. Elliott Bridges by Warranty Deed dated August 6, 1930, recorded in said Registry, Book 630, Page 406.

15. Also a certain lot or parcel of land in said Bucksport near the head waters of Silver Lake bounded and described as follows:

Northerly by land of Willis D. Moore and by land of Hugh Gray; Easterly by land now or formerly of Arthur E. Smith et al. and by land now or formerly of Stanley Gray; Southerly by land of Arthur C. Bragdon; Westerly by an irregular meandering line following contour elevation of one hundred thirty-two (132) feet above mean sea level. Excepting any land owned now or formerly by Arthur E. Smith et al. lying within said bounds.

Being the same premises conveyed to Maine Seaboard Paper Company by Wm. O. DePray by Warranty Deed dated October 24, 1930, recorded in said Registry, Book 631, Page 437.

16. Also certain lots or parcels of land near the head waters of Silver Lake in said Bucksport, bounded and described as follows:

The Dorr lots bordering on the East side of Meadow Brook and bounded Northerly by land of said grantor (formerly Heywood Bros. lot); Southerly by land of said grantor (formerly F. Elliott Bridges); Easterly by land of said grantor (formerly Heath & Ginn); Westerly by Meadow Brook.

Included also in this conveyance are the Homer & Lowell lots in Range 4, bounded Northerly by land of said grantor (formerly Chas. E. Cole); Easterly by land of said grantor (formerly Charles E. Cole), by land of John Stubbs, by land of said grantor (formerly Reuben R. Simpson); and by land of Percival Stubbs; Southerly by land of said grantor (formerly Heath & Ginn); Westerly by land of said grantor (formerly Heywood Bros. and Harry A. Bridges) and by land of Arthur C. Bragdon.

Being the same premises conveyed to Maine Seaboard Paper Company by Joshua L. Smith et al. by Warranty Deed dated November 12, 1930, recorded

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in said Registry, Book 632, Page 236.

17. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

Northerly by land of Percival A. Stubbs; Westerly by land of Smith and Witham, or parties unknown; Southerly by land of Blodgett, or parties unknown; Easterly by land now or formerly of Arthur L. Grindle. Containing ten (10) acres. Together with right of way from said lot to Millvale Road along the route used for many years.

Being the same premises conveyed to Maine Seaboard Paper Company by Daniel Courcy by Warranty Deed dated August 13, 1930, recorded in said Registry, Book 631, Page 104.

18. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

A strip of land one hundred (100) feet in width, fifty (50) feet on each side of Grindle Brook, so-called, and extending from land of Roy H. Ferris Northerly and Northwesterly to land of Daniel Courcy and land of Blodget.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Arthur L. Grindle dated August 13, 1930, recorded in said Registry, Book 631, Page 103, but subject to the easement or right of way reserved by said Grindle in said Deed.

19. Also two certain lots or parcels of land in said Bucksport, bounded and described as follows:

First Parcel. Beginning on the Westerly side of the Millvale Road at the Northeast corner of land of Melvin H. Harriman at a large elm tree, thence South sixty-four (64) degrees twenty (20) minutes West along said Harriman's Northerly line three hundred (300) feet to a stake and stones; thence North twenty-five (25) degrees thirty-five (35) minutes West eight hundred (800) feet to a stake and stones; thence Northeasterly across the brook (sometimes called Grindle Brook) one hundred and twenty-five (125) feet to a stake and stones on the Easterly side of said brook; thence South forty-three (43) degrees East six hundred and ninety-nine (699) feet to a stake and stones at said Millvale road; thence Southerly along said road one hundred and thirty (130) feet to the point of beginning, containing about four and one-half (4 1/2) acres.

Second Parcel. Adjoining and lying down stream (on Grindle Brook) from the first parcel and bounded and described as follows: A strip of land extending from the first parcel in a general Northwesterly and Westerly direction (down stream) to Westerly line of land of Edith L. Grindle at land of Roy H. Ferris. Said strip of land being one hundred and twenty-five (125) feet in width where it joins the first parcel and gradually reducing to a width of one hundred (100) feet (at right angles) at westerly

line of land of Edith L. Grindle, fifty (50) feet on each side of said Grindle Brook. The Southerly line of said strip being on the Southerly side of said brook. The Northerly line of said strip being on the Northerly side of said brook, except for a short distance near the easterly end of the strip. The right to change the course of the brook, near the Easterly end of the strip, so that it will flow wholly within the strip hereby conveyed is hereby granted.

Being the same premises conveyed to Maine Seaboard Paper Company by

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Warranty Deed of Edith L. Grindle dated August 13, 1930, recorded in said Registry, Book 631, Page 105, but subject to the easement or right of way reserved by said Grindle in said deed.

20. Also a certain lot or parcel of land situated in said Bucksport and being a strip of land one hundred (100) feet wide extending from the east line of land of Roy H. Ferris at land of Edith L. Grindle Northwesterly to the Northwest line of said land of Ferris at land of Arthur Grindle, the outside boundaries of said strip being fifty (50) feet distant at right angles from the center line of Grindle Brook, so called.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Roy H. Ferris dated September 2, 1930, recorded in said Registry in Book 631, Page 174 and subject to the right of way therein reserved.

Also, whether included in the foregoing described parcel or not, a strip of land bordering on both sides of Grindle Brook, so-called, and extending from land now or formerly of Edith L. Grindle, Westerly and Northwesterly to land now or formerly of Arthur L. Grindle, and bounded Northerly by land now or formerly of Arthur L. Grindle and by an irregular, meandering line following a contour elevation of one hundred thirty-two feet (132') above mean sea level; Easterly by land now or formerly of Edith L. Grindle; Southerly and Westerly by an irregular, meandering line following a contour elevation of one hundred thirty-two (132) feet above mean sea level. Containing about twenty (20) acres.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Roy H. Ferris dated October 16, 1930 and recorded in said Registry in Book 632, Page 166.

21. Also a certain lot or parcel of land in said Bucksport, Westerly of McDonald Street Extension and bounded and described as follows:

Beginning on Northerly line of land of Bert H. Bennett at the Southerly line of land now or formerly of Nyada Colby at a point fifty (50) feet Easterly of the East line of a right of way conveyed by said Bert H. Bennett to Maine Seaboard Paper Company by deed dated July 18, 1930; thence Southerly and parallel with said right of way to the Southwesterly line of land of said Bert H. Bennett at land of Evvie Lowell; thence Northwesterly along said Lowell lot to the Northwesterly corner of land of said Bert H. Bennett at land of Nyada Colby; thence Easterly on Northerly line of land of said Bennett and said Colby lot to the point of beginning.

The above lot being triangular in form.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Bert H. Bennett dated September 8, 1930, recorded in said Registry in Book 631, Page 173.

22. Also hereby conveying all the land lying below the contour elevation of one hundred thirty-two (132) feet above mean sea level and within the flowage area of Silver Lake in said Bucksport, excepting only any land within said area now owned by Silver Lake Cemetery Corporation or by Nyada Colby and Helen P. Chipman. Certain portions of said area are contained within the boundaries of parcels hereinbefore described which bound on said Silver Lake and the Maine Seaboard Paper Company acquired title to the remaining portions of said area by the following deeds, namely:

Deed of Joshua L. Smith dated October 10, 1930, recorded in said

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Registry, Book 632, Page 167.

Deed of Augustine L. Heywood et al dated September 20, 1930 and recorded in said Registry in Book 631, Page 381.

Deed of Harry A. Bridges dated October 16, 1930 and recorded in said Registry, Book 632, Page 166.

Deed of Arthur E. Bragdon dated November 4, 1930 and recorded in said Registry, Book 631, Page 436.

Deed of Arthur E. Smith et al. dated October 24, 1930, recorded in said Registry in Book 631, Page 434.

Deed of Stanley D. Gray dated November 13, 1930, recorded in said Registry, Book 632, Page 235.

Deed of Charles E. Cole dated October 24, 1930, recorded in said Registry, Book 631, Page 433.

Deeds of Fred L. Jones et al. dated August 14, 1930 and October 10, 1930 respectively and recorded in said Registry, Book 631, Page 104, and Book 632, Page 170 respectively.

Deeds of Harry G. West dated August 14, 1930 and October 10, 1930, respectively and recorded in said Registry in Book 631, Page 101, and Book 632, Page 170 respectively.

Deed of Reuben R. Simpson dated November 4, 1930, recorded in said Registry, Book 631, Page 435.

Deeds of Percival A. Stubbs dated October 30, 1930 and November 5, 1930 respectively and recorded in said Registry, Book 631, Page 438 and Book 632, Page 237 respectively.

Deed of Flora M. Grindle dated October 10, 1930 and recorded in said Registry, Book 632, Page 168.

Deed of Wallace Heath and Hadley Ginn dated September 19, 1930 and recorded in said Registry in Book 631, Page 380.

Deed of Wallace Heath dated September 19, 1930 and recorded in said Registry in Book 631 , Page 380.

Deeds of Fred S. Blodget et al. dated in August, 1930 and November 5, 1930 respectively and recorded in said Registry in Book 631, Pages 175 and 436 respectively.

Deed of Charles E. Pickering et al. dated October 24, 1930 and recorded in said Registry in Book 631, Page 434.

Deed of Edith L. Grindle dated October 10, 1930 and recorded in said Registry in Book 632, Page 169, subject to the reservations contained in said deed of the right to use water from a certain spring on the premises conveyed by said deed.

Deed of Arthur L. Grindle dated October 10, 1930 and recorded in said Registry Book 632, Page 168.

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23. Also all and the same premises conveyed to Maine Seaboard Paper Company by Central Maine Power Company by deed dated December 30, 1935 and recorded in Hancock Registry, Book 650, Page 467, being described in said deed as follows:

All its right, title and interest in and to certain lots or parcels of land situated in the town of Bucksport, County of Hancock and State of Maine, bounded and described as follows:

(a) A certain lot or parcel of land situated in the town of Bucksport, County of Hancock and State of Maine, on the Easterly side of Silver Lake Stream, so called, bounded and described as follows:

On the North by land now or formerly of Edwin C. Jones, et al; Easterly by an irregular meandering line parallel with and five feet Easterly of the Easterly bank of said Silver Lake Stream; Southerly by Center Street, so called, and Westerly by said Silver Lake Stream.

Being the same premises conveyed to Central Securities Corporation by deed of Alton N. Hutchins, dated June 18, 1931, recorded in Hancock County Registry of Deeds, Book 633, Page 484, and the deed of Albert B. Willins, dated June 18, 1931, recorded in Hancock County Registry of Deeds, Book 633, Page 484.

(b) A certain lot or parcel of land situated in said Bucksport on the Easterly side of the stream known as the outlet to Silver Lake, bounded and described as follows:

Beginning on the easterly side of said Stream, at the Southwesterly corner of the Carroll Bridges lot and at the Easterly line of the Llewellyn Lord lot, so called; thence Easterly by said Bridges lot about twelve rods to land now or formerly of John W. Gray; thence Southerly by the Westerly line of said Gray lot to the outlet stream above mentioned; thence Northerly and Northwesterly up said stream to the Llewellyn Lord lot, so called; thence Northerly along the Easterly line of said Lord lot to the Carroll Bridges lot at the point of beginning, containing about one-half acre.

Being the same premises conveyed to Central Securities Corporation by Henry A. Buck by deed dated February 25, 1932, recorded in Hancock County Registry of Deeds, Book 637, Page 183.

(c) Certain lots or parcels of land located in said Bucksport, on both sides of the stream which is the outlet stream of Silver Lake, said stream being known as Silver Lake Stream or Mill Stream, together with the right to deepen and/or straighten the channel of said stream as the same crosses the property to be conveyed, all as the same were conveyed to Central Securities Corporation by virtue of the following instruments dated and recorded as in each case indicated:

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GRANTOR	Date of Deed	Recorded Hancock Registry of Deeds Book	Page
Edwin C. Jones	Jan. 14, 1931	632	492
Elliott A. Quimby	Jan. 14, 1931	633	87
Melvin Harriman	Feb. 13, 1931	632	579
Margie A. Cunningham	Jan. 14, 1931	632	579
Wiley C. Conary	Mar. 14, 1931	633	262
Louis Rapaport	Apr. 11, 1931	634	132
John Bolduc	Apr. 11, 1931	634	133
Frank G. Bridges	Apr. 11, 1931	634	133
Edwin R. Witham et al	May 20, 1931	633	443
Agnes Bridges et als	May 25, 1931	633	444
Reuben R. Simpson et al	Apr. 27, 1931	633	445
Frederic W. Smith	May 28, 1931	633	445
Mary C. Horan	June 25, 1931	633	519
George C. Bickford et al	June 25, 1931	633	520
Wilbrod Bouchard et al	Aug. 4, 1931	635	329
Horace L. Gould	Sept. 24, 1931	635	567

Eliza P. Swazey	Oct. 8, 1931	635	568
Nellie M. Franklin	Oct. 10, 1931	635	568
Frank E. Baldwin	Nov. 2, 1931	637	182

Also any and all riparian and diversion rights as the same were conveyed to said Central Securities Corporation by virtue of the above mentioned instruments.

Being a portion of the property conveyed to Central Maine Power Company by Central Securities Corporation by deed dated as of July 31, 1935, recorded, among other places, in Hancock County Registry of Deeds, Book 648, Page 332.

This conveyance is made expressly subject to all terms and conditions as to rights of way, together with any and all other easements and reservations, all as the same are specifically set forth in the above mentioned deeds, to which deeds reference shall be had for a more particular description of all of said terms, conditions and easements.

24. Also premises conveyed to Maine Seaboard Paper Company by Bucksport Water Company by Indenture dated November 30, 1935 and recorded in Hancock Registry, Book 648, Page 556, said premises being described therein as follows:

The following real estate and interests therein situated in the County of Hancock, in said State, viz:

(a) Two certain lots or parcels of land situated near the outlet of Silver Lake, in the Town of Bucksport, and being the two lots excepted from the description in a certain deed given by Gorham H. Wood, Receiver of Nicholson Fish Company, to Charles E. Pickering dated June 24, 1927 and recorded in Hancock Registry of Deeds in Book 614, Page 132, the first of said lots being described in said deed as follows: "A small parcel of land at the outlet of the pond called the 'Great Pond Dam Lot'" and the second of said lots being the lot described in said deed as "The lot of land belonging" with the power house of the Bucksport Water Company.

Meaning and intending hereby to convey and hereby conveying, whether the same is included in the foregoing description or not, all real estate and interests therein contained in and covered by the exception in a certain

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deed given by Charles E. and Eliza M. Pickering to Maine Seaboard Paper Company dated July 11, 1930, and recorded in said Registry in Book 629, Page 534, which exception in said deed reads as follows: "excepting the rights or property (if any) of the Bucksport Water Company."

(b) All flowage rights in the flowage area of said Silver Lake and Silver Lake Stream now owned by Bucksport Water Company and acquired by it by deed or otherwise, and also all other riparian rights owned by it whether acquired by deed or otherwise in and around said Silver Lake and said Silver Lake Stream, except the right of the Bucksport Water Company to discharge water into Silver Lake Stream from its filtering plant, and also hereby conveying all its right, title and interest in and to any and all land acquired by deed or otherwise which it now owns in the town of Bucksport within the flowage area of said Silver Lake below an elevation of 132 feet above mean sea level as established by the United States Geodetic Survey datum.

(c) The right to divert the water of said Silver Lake Stream, otherwise known as Mill Stream, from a certain parcel of land in said Bucksport, conveyed to the Bucksport Water Company by Melvin H. Harriman by deed dated August 2, 1930, and recorded in said Registry in Book 631, Page 15, and from any and all other lands of the Bucksport Water Company which border on said Stream, together with the right to deepen and straighten the channel of said Stream.

The grantor's lands, flowage rights, pipe line easements, diversion rights and other insterest in real estate relating to or in any way connected with the water supply for its mill from or through Silver Lake are all subject to the grant of rights and easements from Maine Seaboard Paper Company to Bucksport Water Company contained in said Indenture and all covenants and easements relating thereto contained in said Indenture.

PIPE LINE ALAMOOSOOK LAKE TO SILVER LAKE

25. Also a certain pipe line extending from land of said grantor on which the dam is located at the outlet of Alamoosook Lake to land of said grantor at the head waters of Silver Lake conveyed by Edith L. Grindle to Maine Seaboard Paper Company by deed dated August 13, 1930 and recorded in said Registry in Book 631, Page 105, which pipe line extends across the land of Alice J. Clement, land of Percy F. Moore, land of Lysle P. Saunders, land of Mildred B. Soper, land of Mattie M. Gray, land of Byron E. Colby, land of Albert M. Eldridge, land of Russell E. Grey, land of Melvin H. Harriman and land of John E. Grindle, together with the right to place, maintain, repair, re-build and operate said pipe line as so located within the limits of right of way not over fifty (50) feet in width.

The Maine Seaboard Paper Company acquired right of way for said pipe line by the following deeds:

Deed of Alice J. Clement dated July 28, 1930 and recorded in said Registry in Book 630, Page 395.

Deed of Percy F. Moore dated July 26, 1930 and recorded in said Registry in Book 630, Page 397.

Deed of Lysle P. Saunders dated August 2, 1930 and recorded in said Registry in Book 630, Page 397.

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Deed of Mildred B. Soper dated July 26, 1930 and recorded in said Registry in Book 631, Page 17.

Deed of Mattie M. Gray dated July 25, 1930 and recorded in said Registry in Book 630, Page 398.

Deed of Byron E. Colby dated July 26, 1930 and recorded in said Registry in Book 631, Page 17.

Deed of Albert H. Eldredge dated July 28, 1930 and recorded in said Registry in Book 631, Page 18.

Deed of Russell E. Gray dated July 28, 1930 and recorded in said Registry in Book 631, Page 18.

Deed of Melvin H. Harriman dated July 26, 1930 and recorded in said Registry in Book 630, Page 398, and

Deed of John E. Grindle dated July 26, 1930 and recorded in said Registry in Book 631, Page 19.

PIPE LINE - SILVER LAKE TO THE MILL SITE

26. Also a certain pipe line extending from land of said grantor at or near the foot of Silver Lake in said Bucksport which land was conveyed to Maine Seaboard Paper Company by Nyada Colby et al. by deed dated July 17, 1930 and recorded in said Registry in Book 630, Page 327, to land of said grantor in said Bucksport conveyed to Maine Seaboard Paper Company by deed of Trustees of East Maine Conference Seminary dated December 3, 1929 and recorded in said Registry in Book 628, Page 144, which pipe line extends across land of Bert H. Bennett, land of Evvie L. Lowell, land of Melvin H. Harriman and other land of Bert H. Bennett, together with the right to place, maintain, repair, re-build and operate said pipe line as so located within the limits of right of way not over fifty (50) feet in width, together with the right of erecting and maintaining a line of poles with wires and appurtenances within the limits of the above described right of way for the purpose of transmitting electric energy for use in connection with the water supply.

The Maine Seaboard Paper Company acquired the right of way for said pipe line by the following deeds:

Deed of Bert H. Bennett dated July 18, 1930 and recorded in said Registry in Book 630, Page 328.

Deed of Evvie L. Lowell dated July 18, 1930 and recorded in said Registry in Book 630, Page 329.

Deed of Melvin H. Harriman dated July 18, 1930 and recorded in said Registry in Book 629, Page 555.

Deed of Bert H. Bennett dated July 18, 1930 and recorded in said Registry in Book 630, Page 329.

PIPE LINE RIGHT OF WAY - NARRAMISSIC RIVER TO POND STREET IN BUCKSPORT

27. Also the right of way to place, maintain, repair, re-build and operate a pipe line along, over and across land of Seth R. Hutchins, land

of Harry L. White, land of F. Homer Hutchings, land of G. Colby Wardwell et al., land of Harry B. Small, land of Louisa Wasson et al., land of E. H. Cunningham, land of Loring Robbins, land of Ernest Hutchins, land of Louis H. Chandler et al., land of James Hutchins, land of Fred L. Kenney et al., land of Janet D. Harrison, land of Eva C. Stubbs and land of H. Frances Page; from the Hutchins mill privilege, so-called, on the Eastern or Narramissic River in Orland which mill privilege was conveyed to Maine Seaboard Paper Company by deed of Seth R. Hutchins dated June 11, 1930 and recorded in said Registry in Book 630, Page 158 to Pond Street in said Bucksport, said right of way being twenty-five (25) feet in width.

The Maine Seaboard Paper Company acquired the said right of way by the following deeds:

Deed of Seth R. Hutchins dated June 11, 1930 and recorded in said Registry in Book 630, Page 158.

Deed of Harry L. White dated May 5, 1930 and recorded in said Registry in Book 629, Page 284.

Deed of F. Homer Hutchings dated May 12, 1930 and recorded in said Registry in Book 629, Page 403.

Deed of G. Colby Wardwell et al. dated in May, 1930 and recorded in said Registry in Book 629, Page 404.

Deed of Harry B. Small dated May 8, 1930 and recorded in said Registry in Book 629, Page 405.

Deed of Louisa Wasson dated May 14, 1930 and recorded in said Registry in Book 629, Page 405;

Deed of Beatrice H. Moore et al. dated May 22, 1930 and recorded in said Registry in Book 629, Page 406.

Deed of Bertha Dubois dated May 27, 1930 and recorded in said Registry in Book 629, Page 407.

Deed of E. H. Cunningham dated May 8, 1930 and recorded in said Registry in Book 629, Page 407.

Deed of Loring Robbins dated May 15, 1930 and recorded in said Registry in Book 629, Page 408.

Deed of Ernest Hutchins dated May 10, 1930 and recorded in said Registry in Book 630, Page 140.

Deed of Louis H. Chandler dated May 15, 1930 and recorded in said Registry in Book 630, Page 141.

Deed of William T. Chandler dated June 7, 1930 and recorded in said Registry in Book 630, Page 159.

Deed of James Hutchins dated May 8, 1930 and recorded in said Registry in Book 630, Page 141.

Deed of Fred L. Kenney et al. dated May 26, 1930 and recorded in said Registry in Book 630, Page 256.

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Deed of Janet D. Harrison dated in May, 1930 and recorded in said Registry in Book 630, Page 142.

Deed of Eva C. Stubbs dated May 9, 1930 and recorded in said Registry in Book 630, Page 142.

Deed of H. Frances Page dated May 10, 1930 and recorded in said Registry in Book 630, Page 143.

LANDS AND RIPARIAN RIGHTS ON NARRAMISSIC OR EASTERN RIVER IN ORLAND

28. Also a certain lot or parcel of land in the town of Orland, Hancock County, Maine, on both sides of the Eastern or Narramissic River and known as the Hutchins Mill Privilege and bounded and described as follows:

The parcel on the westerly side of the river begins on the easterly side of the Fish Point Road at the southwest corner of a lot owned now or formerly by A. C. Swazey, et al (said corner being about two hundred seven (207) feet southerly from the southerly line of the County Road to Bucksport); thence easterly on said Swazey lot to the Eastern or Narramissic River; thence southerly down said river about seven hundred two (702) feet to land now or formerly of A. C. Swazey, et al; thence westerly on said Swazey lot about two hundred seven (207) feet to the middle road to Fish Point so-called; thence northerly on said middle road to the Fish Point Road; thence northerly on said Fish Point Road to the point of beginning. The parcel on the easterly side of said river being the same as conveyed by Brown et al. to the Eastern River Lock and Sluice Company by deed dated August 4, 1851 and recorded in Hancock Registry, Book 92, Page 291; including with the above, all mills, dams, locks and all other rights as owned by the Eastern River Lock and Sluice Company pertaining to the property conveyed to Seth R. Hutchins by deed recorded in Hancock Registry, Book 325, Page 99, including also all water power rights acquired.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Seth R. Hutchins dated June 11, 1930, recorded in said Registry, Book 630, Page 158, rerecorded in Book 632, Page 578, excepting however the portion thereof conveyed by Maine Seaboard Paper Company to Guy C. Emerson by deed dated August 31, 1935 and recorded in Hancock Registry, Book 648, Page 243, and described therein as follows:

"A certain lot or parcel of land situated in said Orland and bounded and described as follows:- Beginning at a high rock in the Orland or Narramissic River, being at the original corner of the old mill lot which was conveyed to the grantor by Seth R. Hutchins by deed dated June 11, 1930 and recorded in Hancock Reg. of Deeds, Book 630, Page 158, and also being the southeast corner of the old pound lot, so-called, heretofore conveyed by this grantor to Charles L. Farmer; thence by the south line of said pound lot north 42 1/2° west about one hundred twenty (120) feet to the town road leading from the county road to the end of Fish Point, so-called; thence by said town road south about one hundred fifty-eight (158) feet to the intersection of said town road with the road leading down to the wharves, said last-mentioned road being referred to in the said deed from Seth R. Hutchins to the grantor as the 'Middle Road to Fish Point'; thence southerly along the last-mentioned road to a point from which a line drawn parallel with the

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northerly side of the new dam and one hundred (100) feet distant northerly therefrom, would intersect; thence on said line which is parallel with and one hundred (100) feet distant northerly from the north side of said dam to the said river; thence north by said river to the first-mentioned bound. The above described premises are a part of the same which were conveyed to this grantor by the above-mentioned deed from Seth R. Hutchins."

29. Also a certain lot or parcel of land situated in said Orland, bounded and described as follows:

Beginning near the Easterly end of the "Great Works" mill dam at Orland Village on the Eastern side of Eastern River, one rod up the bank from high water mark; thence running Southerly by the course of said river and continuing one rod above high water mark on the bank about thirty (30) rods to a large flat stone at the Northeast corner of wharf owned by Daniel Harriman, now or formerly, same one hundred twenty-five (125) feet South of South end of wharf known as "John Buck's Wharf" or known as "Eastern Pier Wharf"; thence Westerly by the Northerly end of said Daniel Harriman's wharf to the bed of the river; thence Northerly by the bed of the river to the said mill dam; thence Easterly by the said dam to the bound first mentioned, together with all wharves on above mentioned premises, also all buildings thereon. Also the right of way for loaded teams and all kinds of conveyance from Eastern River Bridge to the above described wharf lot.

30. Also another lot or parcel of land situated in said Orland, bounded and described as follows:

A part of the shore lot originally laid out to John Hancock as a settler on the eastern side of Eastern Penobscot River beginning at a stake and stones six (6) feet above high water mark at the Northerly end of a wharf built by Hugh Carr; thence Westerly the same course of the sideline of said lot to low water mark; thence up said river at low water mark one hundred twenty-five (125) feet; thence South sixty-six (66) degrees East to a stake and stones six (6) feet above high water mark on the East shore of said river; thence on the shore keeping a distance above high water mark of six (6) feet one hundred twenty-five (125) feet to the first mentioned bound.

31. Also another lot or parcel of land situated in said Orland, bounded and described as follows:

Beginning at a stake and stones at high water mark on Eastern River southerly one hundred twenty-five (125) feet from the Southeasterly corner of Eastern Pier, so-called, or John Buck's wharf; thence Easterly up the bank one (1) rod to a stake and stones; thence Southerly by the river's course about one hundred thirty-nine (139) feet to land now or formerly of Daniel Harriman; thence West one (1) rod to Eastern River; thence Northerly to bounds first mentioned, together with all the water and wharf privilege thereto pertaining.

The premises described in paragraphs 29, 30 and 31 were conveyed to Maine Seaboard Paper Company by Warranty Deed of Georgia M. Bridges dated February 27,1930 and recorded in said Registry, Book 629, Page 87.

32. Also a certain lot or parcel of land situted in said Orland, bounded and described as follows:

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Beginning on the South side of the County road leading from Orland to Ellsworth at Northwest corner of land of Sewell Ginn known as Blacksmith Shop Lot; thence South by said lot to Northwest corner of land of S. B. Holt; thence South by land of S. B. Holt one hundred fifty (150) feet to Holt's southwest corner; thence South by land of W. B. Hutchins one hundred fifty-two (152) feet; thence in a general Southerly course by land of Georgia Kidder six hundred eighty-one and one-half (68 1/2) feet to the Southerly side of Buck's wharf (so-called); thence Westerly to land of said grantor; thence Northerly by land of said grantor to land of Seth Hutchins; thence Easterly by Hutchins land to land of Georgia Kidder; thence by said Kidder land Northerly to land of W. B. Hutchins; thence Westerly by land of S. R. Hutchins to Narramissic River; thence Northerly by said river to the Southwest corner homestead lot of Sewall C. Ginn; thence Easterly by said Ginn land to the County Road; thence by said road Easterly to first bound.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Abbie M. Buck et al.dated June 4, 1930, recorded in said Registry, Book 629, Page 554.

33. Also a certain lot or parcel of land in said Bucksport on the Westerly side of the Narramissic River and bounded and described as follows: Northerly by land now or formerly of Albert H. Eldridge et al.; Easterly by the Narramissic River; Southerly by land now or formerly of Russell E. Grey et als.; Westerly by land of parties unknown, containing about thirty-four (34) acres.

Being the same premises which were conveyed to Maine Seaboard Paper Company by Warranty Deed of Margaretha A. Wharton dated June 12, 1930 and recorded in said Registry in Book 629, Page 515. Subject, however, to the pole line rights over and across said premises which were conveyed by Maine Seaboard Paper Company to Central Maine Power Company by deed dated September 30, 1930 and recorded in said Registry in Book 632, Page 234.

34. Also a certain lot or parcel of land in said Orland on the Southerly side of the Narramissic River bounded and described as follows: Northerly by said River; Easterly by land of said grantor, formerly of Central Maine Power Company; Southerly by the River Road on the south side of said Narramissic River; Westerly by land of Homer P. Mooney, containing about five (5) acres. Subject, however, to any rights of the public in the highway or landing.

Being the same premises conveyed to Maine Seaboard Paper Company by Augusta J.Gowen et al. dated July 9, 1930 and recorded in said Registry in Book 630, Page 284.

35. Also a certain lot or parcel of land situated in said Orland bounded and described as follows:

Beginning on the Easterly side of the Eastern River at the Southwest corner of land of George H. Randall; thence Southeasterly on an old original line to the Northwest corner of land formerly occupied by L. B. Bennett; thence Southerly by said Bennett's land to the Northwest corner of land formerly occupied by Eugene Wardwell; thence Northwesterly by the Northerly line of land of Walter L. Brewster and parallel with the first described line to the River; thence in a general northerly direction by said river to the point of beginning. Reserving to the town of Orland a road as now travelled across the Westerly end of said lot.

Being the same premises conveyed to Maine Seaboard Paper Company by

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Warranty Deed of Roscoe E. Dorr dated April 25, 1930, recorded in said Registry in Book 629, Page 284. Excepting, however, the portion of the above described premises conveyed by Maine Seaboard Paper Company to J. Frank Ames by deed dated June 27, 1934 and recorded in Hancock Registry, Book 646, Page 268, and described therein as follows:

"A certain lot or parcel of land situated on the easterly side of the Orland or Narramissic River in said Orland bounded and described as follows: Northerly by land now or formerly of G. H. Randall; easterly by the Highway; southerly by land now or formerly of W. L. Brewster, and westerly by said River."

36. Also the following described land and all water privileges connected therewith; said land is situated in said Orland and is bounded and described as follows:

Beginning at a stake at the shore of Eastern River at the south side of the mouth of Morrills Brook, so-called, in Orland; thence due west five (5) rods and fifteen (15) links to a stake on a gravel bank; thence southerly, a little west of south, to the northeast corner of house lot formerly owned or occupied by Alden Harriman; thence by said Harriman's easterly line to the southeast corner of his lot; thence southerly to a stake by the west side of the County Road, in all fifteen (15) rods from the stake on the gravel bank; thence east four (4) rods to the river; thence northerly by the river to the place of beginning, containing about seventy-two (72) square rods including the County Road which passes lengthwise of the land; the right of way hereby being reserved to the use of the County Road, aforesaid, the water privileges which lie easterly of said lot are conveyed, not meaning to convey any water privileges on the northerly end of said lot or any rights in said lot which belong to the town of Orland or County of Hancock.

Being the same premises conveyed to Maine Seaboard Paper Company by Perpitia L. Emerson by Warranty Deed dated December 13, 1930, recorded in said Registry, Book 675, Page 482.

37. Also the rights to divert the water of the Eastern or Narramissic River by pipe or othewise acquired by the Maine Seaboard Paper Company from the following parties by deeds dated and recorded in said Hancock Registry of Deeds as follows, but excepting and reserving however, to the several Grantors of said deeds, their heirs and assigns, a sufficient supply of water flowing past or over the lands of said Grantors bordering on said river for all household and pasturage purposes, namely:

Grantor	Date	Book	Page
Alice J. Clements	June 18, 1930	630	243
Percy F. Moore	June 23, 1930	630	238
A. R. Soper et al.	June 20, 1930	629	483
Lysle P. Saunders	June 23, 1930	629	487
A. R. Soper et al.	June 20, 1930	629	483
Llewellyn Harriman	June 23, 1930	629	486
Byron E. Colby	June 23, 1930	629	487
Clara Russell et al.	June 18, 1930	630	241
Albert H. Eldridge	June 23, 1930	630	239
Russell E. Grey	June 23, 1930	630	239
Isaac F. Dorr	June 18, 1930	630	240
Carrie M. Buck et al.	June 18, 1930	630	242
A. R. Soper et al.	June 18, 1930	629	484

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Grantor (continued)	Date	Book	Page
James Holt	June 18, 1930	629	536
H. H. Dunbar	June 18, 1930	630	244
Rising Sun Lodge 71 F.&A.M.	June 18, 1930	629	482
A. R. Soper	June 20, 1930	629	485
Homer H. Mooney	June 23, 1930	630	243
Elizabeth E. Sawyer	Dec. 11, 1930	633	88
Carrie A. Staples	June 18, 1930	629	481
G. H. Randall	June 23, 1930	630	241
Alvin E. Gowen	June 18, 1930	630	237
Walter L. Brewster	July 9, 1930	629	515
A. R. Soper	June 18, 1930	629	485
Emma A. Cotton	June 18, 1930	629	535
Alice P. Gray	June 18, 1930	630	282
Flora F. Dorr	Jan. 20, 1931	632	493
Homer H. Dunbar	July 9,1930	630	284
Howard Johnson	Oct. 16, 1930	632	454
Ella M. Saunders	June 23, 1930	629	495
Sewall C. Ginn	Jan. 19, 1931	633	87

38. Also all rights to divert the water of the Eastern or Narramissic River by pipe or otherwise, all flowage rights and all other reparian rights and all rights of way and other easements and rights of every name and nature which were excepted or reserved by Maine Seaboard Paper Company from the conveyances made by it to the following Grantees by deeds dated and recorded in said Hancock County Registry of Deeds as follows, namely:

Grantee	Date	Book	Page
C. L. Farmer	Sept. 18, 1935	648	299
Annie E. Ames	June 27, 1934	645	194
David C. Buck	June 27, 1934	645	444
Russell Johnson	June 27, 1934	658	334
C. L. Farmer	June 27, 1934	649	5
J. Frank Ames	June 27, 1934	646	268
Guy C. Emerson	Aug. 31, 1935	648	243

DAM SITE AT OUTLET OF ALAMOOSOOK LAKE

39. Also all and the same premises conveyed to Maine Seaboard Paper Company by Central Maine Power Company by deed dated February 26, 1934 and recorded in Hancock Registry of Deeds, Book 643, Page 224, subject to the exceptions, reservations, covenants and agreements therein set forth, said premises and said exceptions, reservations, covenants and agreements being described and set forth in said deed as follows:

"A certain lot or parcel of land situated in the Town of Orland, County of Hancock, said State, more particularly bounded and described as follows, to wit:

Commencing on the southwesterly side of the highway leading from the Falls Bridge, so-called, to the dwelling house of J. Foster Soper at a point opposite the southeasterly corner of the Jonathan Buck, Jr. lot, so-called; thence southwesterly across Eastern River to a point at the extreme southwesterly end of the present dam, formerly called the Upper Dam; thence southwesterly up the bank four rods; thence northwesterly down said river, keeping said distance of four rods therefrom about fifty rods to a point opposite the southwesterly corner of said Jonathan Buck, Jr. lot; thence northeasterly across said Eastern River to said highway; thence southeasterly

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along said highway to the point of beginning, together with all dams, mill privileges and rights of flowage which formerly belonged to the Eastern River Lock and Sluice Company.

Meaning and intending hereby to convey the property conveyed to Albert H. Shaw by Parker Spofford, Trustee, by his deed of September 25, 1905, recorded in Hancock Registry of Deeds, Book 425, Page 411, but excepting from the property hereby conveyed and reserving to the grantor, its successors and assigns, as upper riparian owner, the right to regulate and control in such manner as it may deem for its best interests by means of its dam and power house located at or near the outlet of Toddy Pond, so-called, the waters of said Toddy Pond and all tributaries thereof, provided, however, and the said grantor, for itself, its successors and assigns, hereby covenants and agrees to and with the said grantee, its successors and assigns, that said grantor, and its successors and assigns, shall and will so regulate and control the waters in said Toddy Pond that on October first of each year there shall be at least 7 1/2 feet of water in said Toddy Pond as measured on the gauge at the dam now existing in Toddy Pond and having a crest height of 9 feet, and that from and after October first of each year it will draw said Toddy Pond at an approximate uniform rate during the months of October, November, December, January and February next following. It is the intention of this covenant on the part of the grantor and its successors and assigns that said Toddy Pond shall be on October first of each year approximately three-quarters full and thereafter be drawn in an approximately uniform manner for the benefit of the grantee and its successors and assigns, acts of God and other causes beyond the grantor's control excepted."

Together with the benefits of and subject to the burdens of the covenants and agreements, all as more particularly set forth in a certain indenture dated October 31, 1945 by and between Central Maine Power Company and Maine Seaboard Paper Company and recorded in said Registry in Book 704, Page 239, and pertaining to the regulation of the waters of Toddy Pond.

FLOWAGE RIGHTS ON ALAMOOSOOK LAKE

40. Also the right to flow the land bordering on Alamoosook Lake described in the deeds hereinafter referred to, to which deeds reference is made for a description of said lands as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with eight (8) inches of flash boards thereon, said rights of flowage being subject to the engagement CS of said grantee to maintain the level of the water in Alamoosook Lake at all times in each year between May 1st and November 1st as near the gauge reading one hundred twenty-one (121) as practicable with said dam and eight (8) inches CS of flash board thereon and as may be consistent with the requirements of said grantee for water from said Lake.

Said flowage rights above described and hereby conveyed are all and the same which the Maine Seaboard Paper Company acquired by deeds of the following parties, dated and recorded in Hancock Registry of Deeds as follows:

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Grantor	Date	Book	Page
Prentice E. Soper	July 29, 1931	635	345
F. M. Pierce	August 15, 1931	635	346
Nora I. Leach et al.	August 6, 1931	635	346
Everett P. Wilder	August 6, 1931	635	347
Viola Brownelle	August 5, 1931	635	348
Caroline S. Otis	August 5, 1931	635	349
Lauriston G. Leach	August 6, 1931	635	349
Will L. White	August 14, 1931	635	350
Robert B. Randall	July 29, 1931	635	351
Albion R. Soper	August 14, 1931	635	352
Joseph Buck	August 18, 1931	635	352
John A. Soper	August 29, 1931	635	353
J. E. Soper et al.	August 14, 1931	635	354
Richard C. Tunison	July 29, 1931	635	355
Evelyn M. Buck	July 31, 1931	635	356
Nellie H. Atkins	July 31, 1931	635	356
Stella G. Streeter	August 13, 1931	635	357
Frances S. Keener	August 29, 1931	635	372
Thomas F. Mason et al.	August 4, 1931	635	358
Ethel B. Snow	August 5, 1931	635	359
Abbie C. Jordan et al.	August 4, 1931	635	359
Walter F. Gilliland	August 4, 1931	635	360
Carl D. Buck	August 4, 1931	635	361
Dennis R. Soper	August 6, 1931	635	362
Hermine Ehlers	August 4, 1931	635	362
Alvah G. Anchu	July 31, 1931	635	363
Joseph B. Patterson	July 30, 1931	635	364
Paul Nolan	July 30, 1931	635	365
William P. Wharton	July 29, 1931	635	365
Clement R. Lee et al.	July 29, 1931	635	366
Frances C. Homer	August 11, 1931	635	367
Walter H. Gardner	August 1, 1931	635	368
Augusta H. Gardner	August 1, 1931	635	368
Fred S. Blodgett	August 1, 1931	635	369
Gertrude M. Emery	July 30, 1931	635	370
Leslie E. Little	August 12, 1931	635	371
Eleanor Campbell French	July 31, 1931	635	372

DWELLING HOUSES IN BUCKSPORT

41. Also a certain lot or parcel of land with the buildings thereon, situated in Bucksport and bounded and described as follows: Beginning on the Westerly side of Central Street at a point eighty (80) feet distant Northerly from the Northerly side of Main Street measuring along said Central Street; thence Westerly, parallel with said Main Street to land formerly of Stephen Ryder; thence Northerly by said land formerly of Ryder about one hundred four (104) feet to land formerly of Alonzo G. Putnam; thence Easterly by said Putnam land to said Central Street and thence Southerly by said Central Street to the place of beginning, being the Northerly part of the former Luman Warren, Bradley Block property.

Being the same premises conveyed to Maine Seaboard Paper Company by F. Fulton Redman et als. by deed dated June 18, 1946 and recorded in Hancock County Registry of Deeds in Book 708, Page 74.

42. Also a certain lot or parcel of land situate in said Bucksport

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village, bounded and described as follows, to wit: Commencing on Franklin Street at the southeast corner of land now or formerly of Albert F. Page; thence northerly on said Page's easterly line ten (10) rods to land now or formerly of Mrs. James Harrigan, formerly of the heirs of Frank Page; thence easterly parallel with said Franklin Street four and one-half (4 1/2) rods, more or less, on said Harrigan line and in continuation thereof to the Congregational Parsonage Lot (so called); thence southerly by said parsonage lot ten (10) rods to said Franklin Street; thence westerly on said Franklin Street four and one-half (4 1/2) rods, more or less, to the point of beginning.

Being the same premises conveyed to Maine Seaboard Paper Company by Benjamin B. White by deed dated May 3, 1946 and recorded in said Registry in Book 709, Page 227.

43. Also a certain lot of land with the buildings thereon situated in Bucksport, County of Hancock, said State, heretofore known as the Gibson House lot and bounded as follows, to wit: Beginning at the southeasterly corner of lot now or formerly owned or occupied by Schuyler Cobb on Franklin Street; thence northeasterly on said Cobb's line passing over the center of the well to the Mill Pond; thence easterly by said Pond to land formerly owned by Ambrose W. Harriman; thence southwesterly on the line of land formerly owned by said Harriman to Franklin Street; thence westerly on said Franklin Street to the first mentioned bound. EXCEPTING AND RESERVING therefrom that portion of the premises conveyed to Horace L. Gould by deed of Eliza P. Swazey, dated May 18, 1915, recorded in Hancock Registry of Deeds, Vol. 514, Page 369; and that portion of the premises conveyed to Central Securities Corporation by deed of Eliza P. Swazey, dated October 8, 1931, recorded in said Registry, Vol. 635, Page 568. This conveyance is further made subject to the easements set forth in each of said deeds.

Also, a certain lot or parcel of land situated on the northerly side of Franklin Street in said Bucksport, bounded and described as follows: Beginning at a point on Franklin Street at the southwesterly corner of land now or formerly owned or occupied by Eliza P. Swazey; thence northerly along the westerly line of said Eliza P. Swazey's land to the northerly line of said Eliza P. Swazey's buildings; thence westerly at right angles with said Eliza P. Swazey's westerly line six (6) feet; thence southerly and parallel with said Eliza P. Swazey's westerly line to said Franklin Street; thence easterly along said Franklin Street six (6) feet to the place of beginning. Being a strip of land six (6) feet wide on Franklin Street and extending northerly along and adjoining the westerly line of said Eliza P. Swazey's land. EXCEPTING AND RESERVING, however, from this conveyance, the right and privilege of Harry P. Dorman to draw water from a well on said strip, and to pipe the same if he shall so desire.

Being the same premises conveyed to Maine Seaboard Paper Company by Winifred Jones by deed dated April 16, 1946 and recorded in said Registry in Book 709, Page 227.

TIMBERLANDS IN HANCOCK COUNTY

44. Also mile squares numbered six (6) in each and every range numbered one (1), two (2), three (3), four (4), and five (5), and also *****the strip of one hundred forty (140) rods lying south of these numbers, all in township numbered forty-one (41) in said County of Hancock, said lots comprising what is usually called the "Set-off", according to the survey and

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plan of said township by Samuel T. Baker, made August 30, 1853. (B1)

The above described premises were conveyed to Maine Seaboard Paper Company by deed of Machias Lumber Company dated April 25, 1930 and recorded in Hancock Registry of Deeds, Book 628, Page 587 and by deed of J. R. & P. J. Sullivan dated November 20, 1929 and recorded in Hancock Registry of Deeds, Book 628, Page 145.

45. Also all the right, title and interest of said grantor in and to all of the hemlock trees of whatever size and description standing, or which may be standing or growing, on the following lots of land in the southerly half part of township number four (4), in the North Division, in said County of Hancock, being lots numbered twenty-nine (29) and thirty (30), containing twelve hundred eighty (1280) acres, more or less, with all the rights and privileges on said lots of land which were conveyed to Fayett, Brackley and William Shaw by Edwin Longfellow, by deed dated April 15, 1871, and recorded in above Registry, Book 140, Page 2. (C1)

The above described premises were conveyed to Maine Seaboard Paper Company by deed of Machias Lumber Company dated April 25, 1930 and recorded in Hancock Registry of Deeds, Book 628, Page 587.

46. Also all the rights and all the growth, present and future, on certain lots or parcels of land situated in Township No. 4, N.D., Hancock County, Maine, which were conveyed by Maine Seaboard Paper Company to the State of Maine by deed dated December 14, 1945 and recorded in Hancock County Registry of Deeds in Book 703, Page 353, and described therein as follows:

"Lots numbered thirty-six (36), forty-two (42), forty-eight (48) and that part of lots numbered thirty-five (35), forty-one (41), forty-seven (47) which lie easterly of a line run and marked by Henry R. Taylor and George W. Banton in the year 1903. The starting point of said line is fixed by a cedar post marked 'D 1903" and standing in the Northerly line of said block numbered thirty-five (35) and about forty rods westerly of Second Unknown Lake and five hundred five and one half (505 1/2) rods Westerly from a cedar stake marked '1897-1903' which is standing at the North-easterly corner of lot numbered thirty-six (36). And the said starting point being five hundred five and one half (505 1/2) rods Easterly of a cedar stake marked 'NB 1851' and standing at the Northwestly corner of said lot numbered thirty-four (34) starting from said cedar post on the Northerly line of said lot numbered thirty-five (35) said line runs by a course which was by compass in the year 1903 South seven degrees fifty-one minutes West (S 7°-51' W), across said lots numbered thirty-five (35), forty-one, (41), forty-seven (47), to a cedar stake marked 'GWB HRT 1903' and standing on the dividing line between said Township Number 4 and Township Number 41. The last named stake is four hundred eighty four (484) rods Westerly of a cedar stake marked '1851' and standing at the Southeasterly corner of said Township Number 4 and said stake is the terminus of said dividing line and four hundred eighty four (484) rods Easterly of a Hemlock tree marked '1851' and standing at the Southwesterly corner of said lot numbered forty-six (46) being that part of nine lots of land set off to Machias Lumber Co., containing 3059 acres more or less.

For a more particular description of the arrangement and numbering of the above lots reference may be had to plan of said Township Number 4 recorded in the Registry of Deeds, Hancock County, Maine, plan book 5, page 54."

Said rights and growth were reserved by said Maine Seaboard Paper Company in its deed to said State of Maine and recorded in said Registry of Deeds in

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Book 703, Page 353. (C2)

47. Also that portion of the easterly one-half of Township Number thirty-five (35), Middle Division, situate in the flowage of Fifth Lake Machias; thence about south 9° 30' west by and along the easterly line of said Township two hundred (200) chains, to the southeasterly corner of the premises herein described, a cedar post, surrounded with stones, marked "Sullivan ↔ , Curtis, T 36 ↔ 1924", and witnessed "↔ 1924"; thence North 82° 30' west, eighty-six and fifty-four hundredths (86.54) chains, to a cedar post, surrounded with stones, and marked "S. C. ↔ "; thence on the same course across the beach of the east shore of Sabio Lake, and across the waters thereof, six and nineteen-hundredths (6.19) chains, to the northerly end of a small rocky island, flowed at high water; thence on the same course, across the waters of said Lake seven and thirty-nine hundredths (7.39) chains to the easterly shore of a wooded island; thence on the same course ninety-three hundredths (.93) chains, to a cedar post marked "C ↔ S ↔ ↔"; thence on the same course two and ninety hundredths (2.90) chains to the easterly shore of said island; thence on the same course across the waters of said lake five and eighty-three hundredths (5.83) chains to the easterly shore of a wooded island which is connected with the last described island by a narrow sand bar running nearly parallel with and slightly southerly of the line; thence on the same course, across said last entered island four and twenty-hundredths (4.20) chains to a point five (5) links southerly of a large hemlock tree marked "↔ Witness Sullivan-Curtis Line"; thence, on the same course eighty-hundredths (.80) chains, down the westerly beach of said island, to low-water line of said lake; thence, on the same course, one and twenty-eight hundredths (1.28) chains, across a narrow cove to a sand-bar, running northwesterly from the last described island; thence, on the same course, across the waters of said lake twelve and seventeen hundredths (12.17) chains to the westerly edge of land flowed at high water of said lake; thence on the same course across land so flowed thirteen and fifty-two-hundredths (13.52) chains to the southwest corner of premises herein described; the total length of the last described line being one hundred forty-two and twenty-nine hundredths (142.29) chains; thence North 7° 30' east by and along a base line established by Marsh and Willey during the spring of 1924, five and forty hundredths (5.40) chains, through said land flowed at high water; thence on the same course, and by and along said base line, passing through a cedar post set near the high-water line of said Sabio Lake marked "Curtis ↔ Sullivan ↔ ↔ 1924", and through two cedar posts, surrounded with stones, set respectively on the southerly and northerly shores of Little Sabio Lake, each marked "Curtis ↔ Sullivan ↔ ↔ 1924", one hundred ninety-three and thirty-three hundredths (193.33) chains, to the northwest corner of said herein described premises and to the north line of said Township 35 Middle Division, where is set a spruce post, surrounded with stones and marked "Sullivan, Curtis ↔ ↔ 1924, T. 41 ↔ " and witnessed "↔ ↔ 1924"; thence eastward by and along the northerly line of said Township 35 Middle Division, one hundred fifty-three (153) chains to the northeast corner of said Township, and the point of beginning, all distances in the foregoing description being more or less. (D1)

The above described premises were conveyed to Maine Seaboard Paper Company by deed of J. R. & P. J. Sullivan dated November 20, 1929 and recorded in Hancock Registry of Deeds, Book 628, Page 145.

48. Also a certain lot or parcel of land and being situated in Township No. 9 (Nine) in said County of Hancock and bounded and described as follows, to wit: Commencing at a stake and stones on the South side of Black's Road, so called, leading to Franklin and on the West line of said Township No. 9; thence North on said West line to the Southwest corner of the Calvin Butler lot, so called; thence East to the Southeast corner of the Samuel Springer lot,

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so called, now or formerly the property of the Franklin Land, Mill and Water Company; thence in a southeasterly direction to a point on the North side of said road one hundred and eight rods from an oak tree marked and standing on the east line of said No. 9 on the North side of said road; thence Westerly by said Black's Road to the first mentioned bounds and containing four hundred and seventeen (417) acres, more or less. And being the same premises as described in the deed from Joseph C. Lewis and Otis F. Godfrey to Robert F. Gerrish and William H. Card, dated March 17, A.D. 1869, and recorded in the Registry of Deeds for Hancock County, Maine, in Vol. 132, Page 379. (I1.)

49. Also a certain lot or parcel of land and being situated in half of Township No. 9, Middle Division, in said County of Hancock, bounded and described as follows, to wit:- All that part of said No. 9 lying North of the County Road leading from said Franklin to Cherryfield, bounded on the North by Eastbrook and Township No. 16; on the East by Township No. 10; and on the South by said County Road, containing twenty hundred and twenty-five (2025) acres, more or less. Excepting and reserving, however, the lots and privileges reserved in the deed of said land from the Directors of the Franklin Land, Mill and Water Company, to H. E. Macomber, dated February 1, A.D.1866, reference being had to said Macomber's deed for more particular description; also reserving from this lot the tract of land containing about four hundred and seventeen (417) acres which is described in and conveyed by paragraph 48 in this deed. Being the same premises described as conveyed to William H. Card in the deed from Joseph C. Lewis and Otis S. Godfrey, dated December 23, A.D. 1870, and recorded in said Registry of Deeds in Vol. 137, Page 522, to which deed and the record thereof reference is hereby made for a more particular description of the above described lot. (I2)

50. Also a certain lot or parcel of land and being situated in Township No. 10, in said Hancock County and bounded and described as follows, to wit: Commencing at the Northwesterly corner of said No. 10 and running Easterly on the North line of said Township No. 10 four hundred (400) rods to land of John W. Coffin; thence Southerly five hundred and sixty (560) rods by land of said Coffin and John West; thence Westerly four hundred (400) rodx by the 938 acre lot, so called; thence Northeasterly on the east line of Township No. 9 and by land now or formerly owned by H. E. Macomber in said No. 9 five hundred and sixty (560) rods to the point of beginning, containing fourteen hundred (1400) acres, more or less. Excepting, however, from this conveyance six hundred (600) acres included in the above description conveyed by Edward M. Dutton and W. R. H. Dutton to Wm. Nichols and John G. Nichols about October 25, A.D. 1866, as described in said deed to said Nichols. Being the same as described in the deed from Wm. T. Shaw and E. C. H. Shaw to Wm. H. Card, dated November 13, A.D. 1876, and recorded in said Registry of Deeds, in Vol. 163, Page 378, to which deed and the record thereof reference is hereby made for a more particular description. (I3)

The premises described in paragraphs 48, 49 and 50 were conveyed to Maine Seaboard Paper Company by deeds of Hannibal E. Hamlin dated September 4, 1930, recorded in Hancock County Registry of Deeds in Book 631, Page 155; Gertrude T. Wyman et als., dated August 15, 1930, recorded in said Registry in Book 631, Page 156; and Fred U. Ward et als., dated August 26, 1930, recorded in said Registry Book 631, Page 157.

51. Also a certain lot or parcel of land situated in Township Number eight, Hancock County, bounded and described as follows, to wit: Beginning at a stake and stones on the west line of the town of Franklin, known as the French Grant Corner, which is the southeast corner of said Township Number Eight; thence northerly on the said west line of Franklin to the corner of land now or formerly owned by Joseph Laing; thence westerly by the south

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line of the Laing land to a cedar post painted red at the northwest corner of the lot hereby conveyed; thence southerly by land now or formerly owned by Whitcomb Haynes and Whitney, and by land now or formerly owned by Mary C. Austin, to the south line of said Townhsip Number Eight, and a post set on the bank of the west branch of Egypt Stream; thence easterly by the south line of Twp. Number Eight to the point of beginning, containing 1062 acres, more or less; being all wild land, and being all and the same as the first, third, fourth, and fifth parcels described in a deed from Calvin P. Thomas and John E. Littlefield to Harold R. Edwards, dated June 7, 1921, and recorded in Hancock County Registry in Vol. 559, Page 537. (J2)

52. Also a certain lot or parcel of land in said Twp. Number Eight, Hancock County, bounded and described as follows, to wit: Bounded on the north by the line of the town of Waltham; on the east by the Scammons Tract, so called; on the south by land of Sarah Bragdon, or formerly; on the west by land of the heirs of George Gault, or formerly; containing 267 acres, more or less; being all wild land, and being the same as the second parcel described in a deed to Harold R. Edwards from Calvin P. Thomas and John E. Littlefield, dated June 7, 1921, and recorded in Hancock County Registry, in Vol. 559, Page 537. (J3)

The premises described in paragraphs 51 and 52 were conveyed to Maine Seaboard Paper Company by deed of Harold R. Edwards dated February 24, 1930, and recorded in said Hancock Registry in Book 628, Page 410.

53. Also a certain lot or parcel of land situated in Township No. Eight, Hancock County, bounded on the east by land of E. J. Swan; on the north by land of John Scammon; on the west by land known as the Gault Purchase; on the south by land owned by E. E. Coombs and others, said land being the same lot bargained to John Hutchins in January, 1876, and containing 675 acres, more or less. (L 1)

54. Also a certain lot or parcel of land lying east of the next above-described lot, bounded on the north by the above-described Swan Lot; on the east by the west line of the town of Franklin; on the south by land of E. E. Coombs, containing 120 acres, more or less, Being the same premises conveyed to C. Millard Kittredge by deed from Gideon L. Joy, dated the 18th day of July A.D. 1901, and recorded in Book 366, Page 140 of the Hancock County Registry of Deeds. (L 2)

55. Also a certain lot or parcel of land situated in Township No. 8 and beginning on the eastern bank of Egypt Stream, and on the line of the town of Waltham; thence running easterly on said line two hundred and seven (207) rods to land of John West; thence southerly on said West's line two hundred and eighty (280) rods to a corner; thence westerly on said West's line three hundred (300) rods to the George Gault line; thence northerly on said Gault's line one hundred and fifty-eight (158) rods to the land of Wilson Millett; thence northerly on said Egypt Stream one hundred and twenty-five (125) rods to the place of beginning, containing four hundred and twenty (420) acres, more or less, and being the same premises conveyed to C. Millard Kittredge by Wilson A. Googins, by deed dated July 27, 1901, and recorded in Vol. 366, Page 138. (L 3)

56. Also a certain lot or parcel of land situated in Township No. Eight, and bounded and described as follows: Beginning on the south line of Township

No. 14 on the west side of the Old Heath Stream, so-called, and running westerly on that line one hundred and seven (107) rods to the east line of the Gault Purchase; thence southerly on the Gault line one hundred and twenty-five (125) rods to a stake and stones, thence easterly one hundred and twelve (112) rods to a stake and stone on the west side of the Old Heath Stream; thence northerly following the course of the said stream one hundred

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and twenty-five (125) rods to place of beginning, and containing eighty-five and one-half (85 1/2) acres, more or less. A more particular description may be had by reference to Hancock County Registry of Deeds, Book 117, Page 107, Excepting and reserving therefrom the parcel of land containing thirty-seven and one-half (37 1/2) acres, conveyed by Hervey W. Kingman to C. M. Kittredge by deed dated December 16, 1901, and recorded in said Registry in Book 378, Page 153. (L 4)

57. Also a certain lot or parcel of land situated in said Township No. 8, and bounded and described as follows: Beginning on the north line of Township No. 8, at the northwest corner of the Nelson Millett land; thence running north eighty-six (86) degrees west seventy (70) rods to a birch tree; thence south twenty-one (21) degrees east one hundred and thirty-one (131) rods to a poplar tree; thence north seventy-six (76) degrees east to a hemlock tree twenty-one (21) rods; thence north two (2) degrees east one hundred and five (105) rods to the first mentioned bound, containing thirty-two (32) acres, one hundred and forty-five (145) rods, more or less. (L 5)

Meaning and intending to describe and convey in paragraphs 53 to 57 inclusive only the same premises described in a deed from Taber D. Bailey et al. to Joseph H. Laing dated December 23, 1920, recorded in Hancock Registry of Deeds, Book 558, Page 248, and no more; and being the same premises conveyed to Maine Seaboard Paper Company by Joseph S. Laing by his deed dated March 4, 1930, and recorded in Hancock Registry of Deeds, Book 629, Page 81.

58. Also a certain lot or parcel of land situated in the West half of Township Thirty-two (32), Hancock County, bounded and described as follows:

Beginning at the spruce post marked "Schoppe, Prentiss, 1926 PCTL" on the North line of Township Thirty-two (32), 140 chains Westerly from the point of intersection of the center line of said Township, with said north line; thence South 7° West 241 chains to the cedar post in stones witnessed and marked "Schoppe, Prentiss, 1926 PC"; thence South 83° East 133.38 chains to the center line of Township Thirty-two (32) and the spruce post witnessed and marked "3M 1926 Schoppe, Prentiss PC"; thence southerly along the center line of said Township to the South line of said Township Thirty-two (32); thence westerly along said South line three miles more or less to the Southwest corner bounds of said Township Thirty-two (32); thence northerly along the West line of said Township Thirty-two (32) six miles more or less to the Northwest corner thereof; thence Easterly along the North line of said Township Thirty-two (32) to the point of beginning, being part of the same premises described as conveyed by Henry M. Prentiss to Henry Prentiss, by deed dated March 4, 1903, and recorded April 4, 1903, in Hancock County, Maine, Registry Book 390, Page 369. (T 1)

Subject to the rights, privileges and easements conveyed by Maine Seaboard Paper Company to American Telephone & Telegraph Company by deed dated May 6, 1930 and recorded in said Registry in Book 630, Page 332.

The premises above described were conveyed to Maine Seaboard Paper Company by deed of Angela G. Clifford et als. dated April 3, 1930 and recorded in Hancock Registry, Book 630, Page 38.

59. Also a certain lot or parcel of land situated in said Township Number Thirty-two (32), bounded and described as follows:

Beginning at a point on the center line run by Addison Dodge in 1833 dividing the East half from the West half of said Township three (3) miles south of the North line of said Township at the post marked "3 M. 1926, Schoppe, Prentiss, PC"; thence South 83° East 91.64 chains to the post in stones witnessed and marked "Prentiss, Schoppe, 1926 PC"; thence South 7° West 112.77 chains to the post marked "Schoppe, Prentiss, 1926 PC."; thence South 83° East 32.06 chains to the East line of the Whitcomb, Haynes Strip,

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so-called, and the post witnessed and marked "Schoppe, Prentiss, Day, 1926 PC."; thence southerly along the East line of the said Whitcomb, Haynes Strip to the South line of said Township Thirty-two (32); thence following said South line of said Township Thirty-two (32) westerly to the point where said center line intersects said South line; thence following said center line Northerly to the point of beginning, reserving and excepting herefrom the Public Lot, so called, being the same premises described as conveyed by Whitcomb, Haynes and Whitney to Henry Prentiss and Nathaniel Lord by deed dated April 18, 1917, and recorded in April 24, 1917, Hancock County, Maine Registry Book 532, Page 455, except that part of said premises described as conveyed by Henry Prentiss and Nathaniel Lord to Pine Tree Packing Company, by deed dated October 19, 1927, and recorded March 28, 1928, in said Registry, in Book 621, Page 136.

Also the right to cut and carry away the timber and grass from the School Lot, so called, containing three hundred twenty (320) acres, more or less, situated in Township Number Thirty-two (32) in the County of Hancock, State of Maine, and being the same right, and meaning to convey, and hereby conveying, all and the same interest in said lot which was conveyed by Moses Giddings to

John F. Whitcomb, Charles H. Haynes and John O. Whitney, copartners, doing business under the firm name and style of Whitcomb, Haynes & Company by deed dated October 28, 1886 and recorded in Hancock Registry Book 209, Page 155, and being also the same premises described as conveyed by Whitcomb, Haynes & Whitney to Henry Prentiss and Nathaniel Lord, by deed dated April 18, 1917 and recorded April 24, 1917 in said Registry Book 532, Page 457. (T-2)

The premises above described were conveyed to Maine Seaboard Paper Company by deed of Henry Prentiss et al. dated April 3, 1930 and recorded in Hancock Registry Book 630, Page 39.

60. Also the right to cut and carry away the timber and grass from all the lands reserved for public uses situated in Township numbered Twenty-two (22), and the right to cut and carry away the timber from all the lands reserved for public uses situated in Township numbered Thirty-nine (39), both in Hancock County, Maine, until said townships shall be incorporated or organized for plantation purposes, being part of the same premises described as conveyed by Anson P. Morrill, Land Agent of the State of Maine, to Daniel Lord, by deed dated September 30, 1850, and recorded December 21, 1850 in Hancock County, Maine Registry Book 89, Page 402 and by deed dated November 9, 1850 recorded October 28, 1851, in said Registry in Book 91, Page 526. (T 3)

The premises above described were conveyed to Maine Seaboard Paper Company by deed of Angela G. Clifford et als. dated April 3, 1930 and recorded in Hancock Registry Book 630, Page 36.

61. Also a certain tract of land in the Town of Mariaville, in the County of Hancock, bounded and described as follows, to wit: That portion of Township formerly known as Township Number Fourteen, that lies westerly of the East Branch of Union River and all of Township Number Twenty, except so much thereof as lies southerly and easterly of the East Branch of Union River; said portion of Township Number Fourteen lying westerly of the East Branch of Union River and all of said Township Number Twenty, except so much thereof as lies southerly and easterly of the East Branch of Union River, comprising all of the territory of the Town of Mariaville, excepting therefrom certain lots reserved for public purposes and known as Ministry or Minister lot and Lottery or Ticket Lots and excepting certain lots heretofore sold to settlers and others.

Also one undivided half in common and undivided of a certain lot in said Mariaville known as the Frost Mill privilege and described in deed

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from John F. Whitcomb et als to Eugene Hale et als, dated November 12, 1889, and recorded in Vol. 241, Page 11 of said Hancock Registry.

All of the foregoing being the same premises described in deed from Michael R. Hogan to George T. McLean by deed dated September 4, 1907, recorded in Hancock Registry Book 444, Page 412, and being the same premises commonly known as the land of Mariaville Land Company. All of the above premises being subject, however to flowage rights heretofore granted to the Bangor Hydro-Electric Company. (X)

The above described premises were conveyed to Maine Seaboard Paper Company by deed of Chas. R. Ireland dated December 26, 1929 recorded in Hancock Registry Book 627, Page 492.

Excepting from the above described premises that part thereof conveyed by Maine Seaboard Paper Company to Charles C. Morrison, Jr. by deed dated May 21, 1935 and recorded in said Registry of Deeds in Book 649, Page 302, described therein as follows:

"A certain lot or parcel of land situated in the town of Mariaville, in the County of Hancock and State of Maine, bounded and described as follows, to wit:

Bounded on the North by land of Chas. C. Morrison, Jr., on the East by the original Western shore of Union River; on the South by the original shore of Union River to where it intersects the Eastern shore of Garland's Brook, so called; on the West by the original Eastern shore of said Garland's Brook and lines of land of Chas. C. Morrison, Sr., and the Eastern line of land of George Dority and others, containing 400 acres more or less."

Also excepting from the above described premises that part thereof conveyed by Maine Seaboard Paper Company to Mark C. Morrison by deed dated June 8, 1935 and recorded in said Registry in Book 647, Page 551, and described therein as follows:

"A certain lot or parcel of land situated in Mariaville in the County of Hancock and State of Maine and bounded and described as follows:

Beginning at a point in the center of Garland's Brook, so called, where the Northern side line of land of the grantor herein intersects said point; thence in a Westerly direction but always following said Northern side line to an iron bolt set in the ground between two Cedar Stakes spotted and painted blue, it being the Northeast corner bound of land of the Estate of Charles C. Morrison, Sr's, thence in a Southerly direction following the Western side line of land of the Grantor herein to the Southeasterly corner bound of said Estate of Charles C. Morrison, Sr's, George W. Black farm, so called; thence following the Western side line of land of said Grantor to the Southeastern corner bound of land of Mahlon Salisbury; thence in a

Westerly direction but everywhere following the Northerly side line of land of the Grantor herein to a Cedar stake spotted and painted blue, said stake being the Northeastern bound of land of the Estate of Charles C. Morrison, Sr's, Charles Otis farm, so called, said Cedar stake being set in the Western side line of the town of Mariaville; thence Southerly and Easterly following the Westerly and Southerly side lines of the Grantor herein to a point where the Southerly side line of land of said Grantor intersects the center of the Original Union River; thence Northerly and Northeasterly to a point in the center of said Union River opposite the center of said Garland's Brook; thence in a Northerly direction following the center line of said Garland's Brook to the point at the place of beginning. Containing 300 acres, more or less.

Meaning and intending hereby to convey and hereby conveying, whether the same is included in the foregoing description or not, all right, title and interest which the Grantor now has in and to any land which lies South

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and West of Garland's Brook, so-called, in the Town of Mariaville."

Also excepting from the above described premises that part thereof conveyed by Maine Seaboard Paper Company to Anton R. Jordan by deed dated June 13, 1938 and recorded in said Registry in Book 666, Page 21, and described therein as follows:

"A certain lot or parcel of land situated in the town of Mariaville, Hancock County, Maine and bounded and described as follows:

Beginning at a point in the east line of said town of Mariaville and in the southeasterly bound of the highway leading from Ellsworth to Aurora; thence southerly along the east line of said town of Mariaville about fourteen and one-half chains (14.50 chains) to the southeast corner of the parcel of land of the grantor of which the lot hereby conveyed is a part; thence westerly by the south line of said land of the grantor about ten and one-half chains (10.50 chains) to the southeasterly bound of said highway; thence northeasterly by the southeasterly bound of said highway to the point of beginning, containing seven and one-half acres (7.5 acres) more or less, being the small triangular piece of land that lies southeasterly of said highway where it crosses said land of the grantor."

62. Also a certain lot or parcel of land situated in Township Number Ten (10) Hancock County, Maine, bounded and described as follows, to wit: Beginning on the division line of Township Number Ten (10) at the southeast corner bound of the lot John West sold to John W. Coffin; thence on said Coffin's south line west four hundred (400) rods to the east line of lands formerly owned by Levi Bartlett & Co., of Boston; thence south on said Bartlett & Company's east line two hundred and eighty (280) rods to a corner; thence east by said Bartlett & Company's land four hundred (400) rods to the dividing line of said Township number Ten (10) before referred to; thence north on said division line two hundred and eighty (280) rods to the point of beginning, containing seven hundred (700) acres, more or less. (Z 1)

63. Also one-half in common and undivided of another lot or parcel of land situate in said Township number ten bounded and described as follows, to wit: Beginning at a birch tree on the north line of land formerly owned by Dutton (1850) on a ridge; thence north 3° east one hundred and sixty (160) rods crossing Round Pond and extending five (5) rods into Long Pond; thence south 87° east two hundred sixty (260) rods to a birch tree; thence south 3° west one hundred sixty (160) rods to a maple tree on said Dutton line; thence north 87° west on said Dutton line to point of beginning; containing two hundred sixty (260) acres, more or less, and known as the "Tilden Lot"; being part of the property described as conveyed in deed from Alexander Baring et als., Trustees, to Alexander Campbell et als. dated October 17, 1845 and recorded in said Hancock Registry in Vol. 88, Page 208. (Z 2)

64. Also three-fourths parts in common and undivided of another certain lot or parcel of land situate in said Township number Ten (10), bounded and described as follows, to wit: On the south by the north line of a lot of land conveyed by Seth Tisdale et als. to Samuel Dutton by deed dated September 1, 1855, recorded in said Hancock Registry in Vol. 100, Page 505; on the west by the east line of a lot of land conveyed by James W. Moore et al. to John West et als. by deed dated March 23, 1850 and recorded in said Hancock Registry in Vol. 88, Page 230; on the north by the north line of said Township number ten (10) and on the east by the east line of said Township number ten (10); excepting and reserving however the public lot or lots, if any, as the same may have been properly located within the premises in this paragraph (number 64) described. The premises in this paragraph described as conveyed, estimated to cover Twenty-five hundred (2500) acres, more or less, are a

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part of the premises described in deeds to Alexander Campbell et als, from Alexander Baring et als., Trustees of the Bingham Estate, dated October 17, 1845 and recorded in said Hancock Registry in Vol. 88, Page 208; from James F. Davis et al. dated November 29, 1856 and recorded in said Hancock Registry in Vol. 103, Page 448; and from Seth Tisdale et al., dated November 14, 1856, recorded in said Hancock Registry in Vol. 104, Page 70. (Z 3)

65. Also the right to cut and carry away the timber and grass growing upon the public or reserved lots in said Township number ten (10), Middle Division, until said Township shall be incorporated or organized into a plantation; being the same premises conveyed to Alexander Campbell et als. by A. P. Morrill, Land Agent of the State of Maine, by deed dated January 10, 1854, and recorded in Hancock Registry in Vol. 510, Page 284. (Z 4)

66. Also one-fourth in common and undivided in the proprietors lots (estimated to contain thirteen thousand three hundred and thirty (13,330) acres, more or less) situate in Township Sixteen (16), Middle Division, Bingham Purchase, Hancock County, which was conveyed to Alexander Campbell et als. by Andrew Pierce in a deed dated December 1, 1860, recorded in said Hancock Registry in Vol. 112, Page 320; excepting therefrom Block One (1) and also fifty (50) acres in Block Seven (7) which were conveyed to John D. Crimins by Alexander Campbell et als. in a deed dated October 4, 1879, recorded in said Hancock Registry in Vol. 173, Page 266; and also excepting Block two (2) conveyed to John F. Whitcomb et als. by Alexander Campbell et als. by deed dated November 15, 1887, recorded in said Hancock Registry in Vol. 222, Page 559. The premises described as conveyed in this paragraph (number 66) are herein so conveyed subject to any meadow rights and meadow land which have been heretofore conveyed. The interest herein conveyed is said to cover two thousand nine hundred and seventeen and one-half (2917 1/2) acres, more or less. The said proprietors lands are supposed to be contained in the Blocks numbered as follows: Three (3), Four (4), Seven (7), one-half of Eight (8), three-fourths of Ten (10), Eleven (11), fifty acres in Sixteen (16), Seventeen (17), Nineteen (19), one-fourth of Twenty-two (22), Twenty-three (23), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty-one (31), Thirty-two (32), Thirty-four (34), Thirty-five (35), one-half of Thirty-three (33), one hundred acres in Thirty-six (36). (Z 5)

67. Also a certain tract or parcel of land situate in said Township Sixteen (16), Middle Division, known as the Wakefield lot, bounded and described as follows, to wit: Beginning three miles from the south line of said Township at a tree marked (18); thence northerly by the east line of said Township one mile to a stake marked 18 x 12; thence west one mile to a stake marked 18 x 17; thence south by the old line one mile to a stake marked 18 x 24; thence east one mile to the place begun at; containing six hundred and forty (640) acres, more or less, and being the same parcel of land described as conveyed by John W. Coffin and other to Alexander Campbell et als. by a deed dated November 24th, 1852, recorded in said Hancock Registry in Vol. 100, Page 230; and also by deed from E. W. Locke to said Alexander Campbell dated March 28, 1855 and recorded in said Hancock Registry in Vol. 510, Page 285. (Z 6)

Excepting parcel conveyed by Maine Seaboard Paper Company to James S. Wyman by deed dated September 21, 1937, recorded Hancock Registry, Book 658, Page 597, described in said deed as follows:

A certain lot or parcel of land situated in Township No. 16, M.D., Hancock County, Maine, being a part of the Denbo Heath, so-called, as shown on the Tunk Lake Sheet of the U.S. Geological Survey and bounded and described as follows, to wit:

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Beginning at a post in the Northeasterly corner of Block No. 18; thence westerly by the Northerly line of Block #18 and land of Charles Stewart and Sons about one (1) mile to a spruce post marked with a surveyor's mark; thence by a meandering line, following the border of the Heath Southerly, Easterly, Northerly and Easterly to the Easterly line of Lot #18; thence Northerly by the Easterly line of Block #18, being also the Easterly line of Township #16 M.D., about twenty-four (24) chains to the point of beginning, containing about three hundred twenty (320) acres of Heath land.

68. Also a certain tract or parcel of land situate in said Township Sixteen (16), known as a Lottery Lot and numbered fifty-four (54), containing three hundred and twenty (320) acres, more or less. Being the same lot described as conveyed by Benjamin Stanchfield to Alexander Campbell and others by two deeds, one dated July 16th, 1842 and recorded in said Hancock Registry Vol. 71, Page 493, and the other dated April 1st, 1843, recorded in said Registry in Vol. 74, Page 291. (Z 7)

69. Also a certain lot or parcel of land situate in said Township Sixteen (16), Middle Division, known as the Hall Block and containing four hundred and forty (440) acres, more or less, being the western part of the block numbered twenty (20). (Z 8)

70. Also five-sixths (5/6) in common and undivided of that portion of the east half of Township number twenty-two (22), Middle Division, Bingham Purchase, Hancock County, lying in the northeast corner of said Township, bounded and described as follows, viz: Beginning at the northeast corner of said Township and running West about six hundred and eight (608) rods on the Township line between number twenty-two (22) and number twenty-eight (28); thence south about four hundred and eighty (480) rods to the northwest corner of the Campbell Ticket lot, so called; thence east on the north line of said Ticket Lot about three hundred and twenty (320) rods to the northeast corner of the same; thence south on the east line of said Ticket Lot about one hundred and fifty-nine (159) rods to the southeast corner of the same; thence east about two hundred and sixty-six (266) rods to the west line

of Beddington; thence north on said Beddington line about six hundred and twenty (620) rods to the point of beginning, containing within the whole two thousand and forty-five and one-half (2045 1/2) acres, more or less, (exclusive of the Chalk Pond Lots hereinafter noted), subject however to the right of other parties in and to said Chalk Pond Lots, but including and passing herein any and all interest which the grantor may have to said Chalk Pond Lots. Subject to the right of way over and across the above premises to and from said Chalk Pond Lot. Said five-sixths interest is supposed to cover seventeen hundred and five (1705) acres, more or less. (Z 9)

Also subject to the rights, privileges and easements conveyed by Maine Seaboard Paper Company to American Telephone & Telegraph Company by deed dated November 7, 1930 and recorded in said Registry in Book 632, Page 269.

71. Also a certain other tract or parcel of land situate in said Township 22, Middle Division, known as the Reed Lot, bounded and described as follows, to wit: Beginning at the southeast corner of the "Campbell Block" of land in the northeast quarter of said east half of said Township number Twenty-two (22), the Campbell block being said to be two miles square, on the line between Beddington and said Township number twenty-two (22); thence west on the line of said Campbell block one and one-half (1 1/2) miles; thence south on a line parallel with said Beddington line two and one-half (2 1/2) miles; thence east parallel with Campbell Block south line one and one half (1 1/2) miles to said Beddington line; thence north on said Beddington line to the place of beginning, containing two thousand four hundred (2400)

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acres, more or less. (Z 10)

72. Also all right, title and interest in and to lot fifteen (15) in said Township Twenty-two (22), Middle Division, which lot contains three hundred and twenty (320) acres, more or less. For source of title see the following deeds: Deed of Edward Howe to Alexander Campbell et als. dated January 6, 1851 and recorded in said Hancock Registry in Vol. 118, Page 198; deed of Nathan Howe to Alexander Campbell et als. dated January 10, 1851 and recorded in said Hancock Registry in Vol. 90, Page 57; deed of George W. Deering to Gleason R. Campbell et als. dated February 21st, 1888, recorded in said Hancock Registry in Vol. 291, Page 228. The premises described in this paragraph (number 72) are expressly subject to a certain instrument by and between John F. Whitcomb et als. to Gleason R. Campbell et als. dated June 29, 1895, recorded in Hancock Registry in Vol. 292, Page 207, and all obligations thereunder of the said Gleason R. Campbell et als. have been assumed by the Grantor herein. (Z 11)

73. Also one-half in common and undivided of a certain lot or parcel of land situate in Township twenty-eight (28), Middle Division, Hancock County, being a "Ticket Lot"; said Ticket Lot being lot number thirty-three (33), and containing one hundred and sixty (160) acres, according to the plan and survey of Rufus Putnam in the land office of Massachusetts. (Z 12)

74. Also one-half in common and undivided of the right to cut and carry away the timber and grass growing upon the Public Lots or reserved lots in said Township number twenty-eight (28) until said Township shall be incorporated or organized into a plantation. (Z 13)

75. Also certain real estate situated in the southerly part of Township 34, Middle Division, Hancock County, and bounded and described as follows, viz: Beginning at the southeast corner of said Township Number Thirty-four, thence northerly by the east line of said Township 34 five hundred eight (508) rods; thence North 81 degrees, 45 minutes West, by a line run and painted in the fall of 1917 by George G. Freeman, to the west line of said Township 34; thence southerly by said west line to the southwest corner of said Township 34; thence easterly by the south line of said Township to the point of beginning; excepting therefrom two Ticket Lots now reputed to be owned by the Eastern Manufacturing Company and two lots owned by John F. Haines and also that portion of the Ticket lot, reputed to be owned by said Cherryfield Lumber Company, which lies south of the north line of the above described tract set off to it. Reference is hereby made to record of partition proceedings recorded in Hancock Registry Book 538, Page 219. (Z 14)

76. Also a certain tract or parcel of land situate in said Township thirty-four (34), Middle Division, known as Ticket Lot numbered twenty-five (25), containing one hundred and sixty (160) acres, more or less; being the same Ticket Lot conveyed to Alexander Campbell et als. by Joseph Haskell by deed dated November 18, 1850 and recorded in said Hancock Registry in Vol. 70, Page 296. (Z 15)

77. Also a certain tract or parcel of land situate in Township number thirty-five (35), Middle Division, Hancock County, bounded and described as follows, viz: Commencing at the southwest corner of said Township number thirty-five (35); thence north on the dividing line between Townships thirty-four (34) and thirty-five (35) to a stake erected by referees chosen by the former owners, John W. Coffin et als,, said stake being fifty-six (56) rods north of the southwest corner of Range nine (9); thence east on a line run by said referees to the center line of said Township number thirty-five (35) thence south on said center line to the dividing line of Townships

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twenty-nine (29) and thirty-five (35); thence west on said dividing line between Townships twenty-nine (29) and thirty-five (35) to said southwest corner first above mentioned and point of beginning, containing three thousand three hundred and sixty (3360) acres, more or less, being the same premises described in deed from John W. Coffin et als. to David W. Campbell et al. dated February 19th, A.D. 1869, recorded in said Hancock Registry in Vol. 132, Page 329. (Z 16)

78. Also any and all other flowage rights than those herein described as the same are used in connection with the use and operation of all the property herein above described under paragraphs numbered 62 to 77 inclusive.

79. Also all right, title and interest in and to a certain lot or parcel of land situated in Township Twenty-eight (28) Hancock County, Maine, being a Ticket Lot, No. Thirty-three (33), containing one hundred and sixty (160) acres according to the plan and survey of Rufus Putnam in the Land Office of Mass. (Z 66)

80. Also all interest in and to the right to cut and take away all the growth standing, lying and growing, all the timber of every kind, and all grass upon the Public Lots in said Township No. Twenty-eight (28), and the right to cut and carry away said timber and grass upon said lots until said Township shall be incorporated. (Z 67)

The premises described in paragraphs 62 to 80 inclusive were conveyed to Maine Seaboard Paper Company by deed of Cherryfield Company dated February 15, 1930 and recorded in Hancock County Registry of Deeds in Book 629, Page 119.

81. Also a certain lot or parcel of land situate in Township number Ten, Hancock County, known as the "John H. Nickels Block", bounded and described as follows, to wit: Beginning at the northwest corner of said township number Ten, thence easterly on the north line of said township number ten four hundred (400) rods, to a corner, thence southerly two hundred and forty (240) rods, thence westerly four hundred (400) rods to the west line of said township number Ten, thence northerly on said west line of said township number Ten two hundred and forty (240) rods to said northwest corner and place of beginning, six hundred forty-six acres, more or less. (BB 1)

82. Also a lot or parcel of land situate in Township number Sixteen, Hancock County, known as "John Nickels Lot," bounded and described as follows, viz: Beginning on the north line of said Township number Sixteen at a point one mile west from the northeast corner of said Township number Sixteen, thence south one mile, thence west one mile, thence north one miles, to the said north line of said Township number Sixteen, thence east on said north line one mile to the place of beginning, containing six hundred and forty acres more or less. (BB 2)

83. Also one-half interest in common and undivided of certain lots or parcels of land situate in said Township number Sixteen, bounded and described as follows, viz:

a. Block number Twenty-four, said to contain six hundred and forty acres.
b. The southwest quarter of Block number Ten, said to contain one hundred and sixty acres.
c. The right to cut and carry away the timber and grass on the public

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block, so-called, which is the north half of Block number Fifteen, said to contain three hundred and twenty acres.
d. The right to cut and carry away the timber and grass on the public block, which is the north half of Block number Sixteen, said to contain three hundred and twenty acres. (BB 3)

84. Also Three-eights in common and undivided in certain lots or parcels of land situate in said Township number Sixteen, severally or collectively, bounded and described or designated as follows, to wit:

a. Block number Three, said to contain six hundred and forty acres.
b. Block number Four, said to contain six hundred and forty acres.
c. Block number Seven, said to contain six hundred and forty acres.
d. North half of Block number Eight, said to contain three hundred twenty acres
e. Three-fourths of Block number Ten, being the northerly half and the southeast quarter of said Block, said to contain four hundred eighty acres.
f. Block number Eleven, said to contain six hundred forty acres.
g. The fifty-acre Block so called in Block number Sixteen, being all that part of the south half of said Block 16 which is not included in certain parcels owned by Jasper H. Wyman et als., which parcels are known as "Lower Gelston" and "Brewster" Blocks, which are described in a certain deed dated February 16, 1931, given by said Jasper H. Wyman et als. to Maine Seaboard Paper Company.
h. Block number Seventeen, said to contain six hundred and forty acres.
i. Block number Nineteen, said to contain six hundred and forty acres.
j. A certain lot in Block 22, containing one hundred and sixty acres more or less, and bounded and described as follows: Northerly by Block sixteen, easterly by Block twenty-three, southerly by Public

Lot which is the south half of said lot twenty-two, and westerly by a parcel of land formerly owned by Jasper H. Wyman et als. and known as "Lower Gelston" which is described in a deed dated February 16, 1931 from said Jasper H. Wyman et als. to Maine Seaboard Paper Company.

k. Block number twenty-three, said to contain six hundred forty acres.
l. Block number twenty-five, said to contain six hundred and forty acres.
m. Block number twenty-six, said to contain six hundred and forty acres.
n. Block number twenty-seven, said to contain six hundred and forty acres.
o. Block number twenty-eight, said to contain six hundred and forty acres.

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p. Block number twenty-nine, said to contain six hundred and forty acres.
q. Block number thirty-one, said to contain six hundred and forty acres.
r. Block number thirty-two, said to contain six hundred and forty acres.
s. Block number thirty-four, said to contain six hundred and forty acres.
t. Block number thirty-five, said to contain six hundred and forty acres.
u. North half of Block number Thirty-three, said to contain three hundred twenty acres.
v. A certain lot of land in Block number Thirty-six containing one hundred acres more or less, and being all that part of Block thirty-six which lies southwesterly of the westerly branch of the Narraguagus River. ((BB 4)

Said above lots a. to v. contain the whole eleven thousand six hundred and seventy acres, more or less, excepting however therefrom fifty acres sold to John Crimmens from Block number seven by deed dated October 14, 1879, recorded in Hancock Registry in Book 173, Page 266, but conveying the timber on said fifty acres and all rights reserved in said Crimmens deed. Also excepting and reserving all intervales and meadows previously sold and conveyed.

The premises described in paragraphs 81 to 84 inclusive were conveyed to Maine Seaboard Paper Company by deed of Chas. A. & Frank H. Stewart dated February 16, 1931, recorded in Hancock Registry, Book 632, Page 571.

85. Also a certain lot or parcel of land situated in Township number Sixteen in said Hancock County, known as the "Brewster Block" and bounded and described as follows, viz: Beginning at a point three (3) miles northerly from the southwest corner of Township number sixteen at a hemlock tree marked No. 19 and 13, which hemlock tree stands on the westerly town line of said Township number sixteen; thence south 87 1/4° east three (3) miles one hundred and ninety-five (195) rods and seven (7) links to the middle of the west branch of the Narraguagus River; thence north 2-3/4° east one hundred sixty (160) rods to a spruce tree marked B; thence north 87 1/4° west four hundred eighty (480) rods to a hemlock tree marked B; thence north 2-3/4° east one hundred sixty (160) rods to a stake marked No. 14, 15, 8 & 9; thence north 87 1/4° west two (2) miles thirty-five (35) rods and seven (7) links to the township line at a juniper tree marked No. 13 & 7 on the town line; thence south 2 3/4° west one (1) mile to the point of beginning. Excepting and reserving from this conveyance, however, that part of the above-described parcel which is described as follows: Beginning on the west line of said Township Number Sixteen at the middle point of said line, thence north on said line one mile, thence east one hundred eight rods, thence south one mile, thence west one hundred eight rods to the point of beginning. (CC 1)

86. Also a certain lot or parcel of land known as "Lower Gelston" in said Township number Sixteen and bounded and described as follows: Beginning at the southeasterly corner of Block twenty-one at a stake

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marked 21, 27, 28 and 22; thence running west one (1) mile and one hundred (100) rods on the line dividing Blocks twenty-one and twenty from Blocks twenty-seven and twenty-six, to a stake marked CH; thence north one (1) mile to a stake marked CH; thence easterly by the line of the "Brewster Block" hereinbefore described, five hundred and sixty (560) rods to the Narraguagus River; thence southerly by the River to the northerly line of the "School Lot" so-called, which School Lot is the southerly half of Block twenty-two; thence westerly by the northerly line of the School Lot one hundred and sixty (160) rods to a stake on the line between Blocks twenty-one and twenty-two; thence southerly by the said School Lot one hundred and sixty (160) rods to the said stake marked 21, 27, 28 and 22 at the point of beginning; and also hereby conveying that part of Block number sixteen in said Township bounded by the said River on the east, the Public Lots on the north, the "Brewster Block" on the west and Block Twenty-two on the south (CC 2)

87. Also one-half interest in common and undivided of certain lots or parcels of land situate in said Township number sixteen, bounded and described as follows, viz:

a. Block number twenty-four, said to contain six hundred and forty acres.

b. The southwest quarter of block number ten, said to contain one hundred and sixty acres.
c. The right to cut and carry away the timber and grass on the public block, so-called, which is the north half of Block number fifteen, said to contain three hundred and twenty acres.
d. The right to cut and carry away the timber and grass on the public block which is the north half of Block number sixteen, said to contain three hundred and twenty acres. (CC 3)

88. Also three-eights in common and undivided in certain lots or parcels of land situate in said Township number sixteen, severally or collectively, bounded and described or designated as follows, to-wit:

a. Block number Three, said to contain six hundred and forty acres.
b. Block number Four, said to contain six hundred and forty acres.
c. Block number Seven, said to contain six hundred and forty acres.
d. North half of block number eight, said to contain three hundred and twenty acres.
e. Three-fourths of Block number Ten, being the north half and the southeast quarter of said Block, said to contain four hundred and eighty acres.
f. Block number Eleven, said to contain six hundred and forty acres.
g. The fifty-acre Block so-called in Block number sixteen, being all that part of the south half of said Block 16 which is not included in certain parcels owned by Jasper H. Wyman et als., which parcels are known as "Lower Gelston" and "Brewster" Blocks, which are hereinbefore described.

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h. Block number Seventeen, said to contain six hundred and forty acres.
i. Block number Nineteen, said to contain six hundred and forty acres.
j. A certain lot in Block 22, containing one hundred sixty acres more or less, bounded and described as follows: Northerly by Block sixteen, easterly by Block twenty-three, southerly by Public Lot which is the south half of said lot twenty-two, and westerly by a parcel of land owned by Jasper H. Wyman et als., known as "Lower Gelston" hereinbefore described.
k. Block number twenty-three, said to contain six hundred and forty acres.
l. Block number twenty-five, said to contain six hundred and forty acres.
m. Block number twenty-six, said to contain six hundred and forty acres.
n. Block number twenty-seven, said to contain six hundred and forty acres.
o. Block number twenty-eight, said to contain six hundred and forty acres.
p. Block number twenty-nine, said to contain six hundred and forty acres.
q. Block number thirty-one, said to contain six hundred and forty acres.
r. Block number thirty-two, said to contain six hundred and forty acres.
s. Block number thirty-four, said to contain six hundred and forty acres.
t. Block number thirty-five, said to contain six hundred and forty acres.
u. North half of Block number thirty-three, said to contain three hundred twenty acres.
v. A certain lot of land in Block number thirty-six containing one hundred acres more or less, and being all that part of Block thirty-six which lies southwesterly of the westerly branch of the Narraguagus River. (CC 4)

Said above lots a. to v. contain in the whole eleven thousand six hundred and seventy acres, more or less, excepting however therefrom fifty acres sold to John Crimmens from Block number seven by deed dated October 14, A.D. 1879 and recorded in Hancock Registry in Book 173, Page 266, but conveying the timber on said fifty acres and all rights reserved in said Crimmens deed. Also excepting and reserving all intervales and meadows previously sold and conveyed.

The premises described in paragraphs 85 to 88 inclusive were conveyed

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to Maine Seaboard Paper Company by deed of Jasper H. Wyman et als. dated February 16, 1931, recorded in Hancock Registry Book 633, Page 187.

89. Also all right, title and interest in and to the premises acquired by Maine Seaboard Paper Company from Guilford Trust Company by deed dated September 11, 1942, recorded Hancock Registry, Book 687, Page 520, and described in said deed as follows:

"One-half undivided, and in common, of lots number seventy-two (72), seventy-three (73), and ninety-six (96), in town of Mariaville, Hancock County, State of Maine, according to plan of town of Mariaville by Harry Haynes. And being the same real estate described in paragraph one in a deed from John P. White to Guilford Trust Company, dated August 9, 1934, and recorded in Hancock Registry of Deeds, Vol. 644, Page 557." (GG 1)

90. Also all right, title and interest in and to the premises acquired by Maine Seaboard Paper Company from Ina R. Goldsmith, et al., by deed dated September 10, 1942, recorded Hancock Registry, Book 687, Page 519, and described in said deed as follows:

"All our right, title and interest in and to one-half in common and undivided of Lots Seventy-two (72), Seventy-three (73) and Ninety-six (96) in the Town of Mariaville, County of Hancock.

The Grantors herein are the widow and only heirs-at-law of Leslie H. Goldsmith, late of Skowhegan, Maine, deceased." (GG 2)

91. Two certain lots or parcels of land situated in Township 35, M.D., in the County of Hancock, said State of Maine, bounded and described as follows:

(A) That portion of the Easterly half of Township 35, M.D., beginning on the Northerly line of said Township 35, M.D. where said line is intersected by the division line between the Westerly and Easterly halves of said township, and at the northeast corner of the Porter Blocks, so-called (record of Porter Blocks being recorded in Plan Book 3, Page 88, Hancock Registry of Deeds) situate in the Westerly half of said township, where is set a spruce post, marked "C. & B. 1923 ℑ"; witnessed " ℑ 1923"; thence about S. 7° 30' W. by and along the Easterly line of said Porter Blocks and said division line between said half-township, 157.53 chains, more or less, to the southeast corner of said Porter Blocks and the Northwest corner of the Northerly Public Lot or Ministry Lot in the East half of said township and a spruce post marked "C & B. 1923 ℑ Public Lot", and witnessed " ℑ 1923"; thence S. 82°30' E. by and along the northerly line of said Ministry Lot 80.00 chains, more or less, to the Northeast corner thereof, and a white pine post marked "Public Lot ℑ 1924", witnessed " ℑ 1924"; thence S. 7°30' W. by and along the easterly line of said Ministry Lot 40.00 chains, more or less, to the Southeast corner thereof, and a Norway Pine Post marked "Public Lot ℑ 1924"; witnessed " ℑ 1924"; thence N. 82° 30' W. by and along the southerly line of said Ministry Lot 80.70 chains, more or less, to the Southwest corner thereof, situate on said division line between said half-township, and a spruce post marked "E.M.CO. ℭ 7/22/17 ℭ E. 1/2T. No. 35 - 1924 P.L. ℑ "; thence about S. 7°30' W. by and along said division line between said half townships 79.60 chains, more or less, to the Northwest corner of the Southerly Public Lot or School Lot in the East half of said township, a post marked "Public Lot ℑ 1924", and witnessed " ℑ 1924"; thence S. 82°30' E. by and a long the Northerly line of said School Lot, 80.00 chains, more or less, to the Northeast corner thereof, a cedar post, marked "Public Lot ℑ 1924"; thence S. 7°30' W. by and along the easterly line of said School Lot 25.00 chains, more or less, to the northerly line of premises

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conveyed to Alice M. Bailey, et als. by deed recorded in the Hancock County Registry of Deeds, Book 591, Page 309, and a spruce post marked "A. N. Bailey, et als, ↔ E. B. Curtis 1924 " / and witnessed " ℑ 1924"; thence S. 82° 30' E. 67.26 chains, more or less, to a cedar post, surrounded with stones, and marked "E. B. C. ↔ ℑ A.N. Bailey, et als, ↔ 1924"; thence on the same course 7.64 chains, more or less, across land flowed at high water of Sabio Lake, to low water line thereof; thence in a direct course about S. 80° E. across the waters of said Lake to the thread of the stream of the outlet thereof; thence by and along said thread of stream, down said outlet, to the Easterly line of said township; thence about N. 9°30' E. by and along said Easterly line of said Township 35, M.D. 135.35 chains, more or less, to the Southeast corner of premises conveyed to John R. and Patrick J. Sullivan, by deed recorded in said Registry of Deeds in Book 618, Page 293, and a cedar post surrounded with stones, marked "Sullivan ℑ, Curtis, T. 36 ↔ 1924", and witnessed " ℑ 1924"; thence N. 82° 30' W. 86.54 chains, more or less, to a cedar post, surrounded with stones and marked "S. C. ℑ "; thence, on the same course, across the beach of the East shore of Sabio Lake, and across the waters thereof, 6.19 chains, more or less, to the Northerly end of a small rocky island, flowed at high water; thence on the same course across the waters of said lake, 7.39 chains, more or less, to the Easterly shore of a wooded island; thence on the same course 0.93 chains to a cedar post marked "C ↔ / S ↔ ℑ"; thence on the same course 2.90 chains, to the Westerly shore of said island; thence, on the same course across the waters of said lake, 5.83 chains, more or less, to the Easterly shore of a wooded island, which is connected with the last described island by a narrow sand bar running nearly parallel with and slightly Southerly of the line; thence on the same course, across said last entered island, 4.20 chains to a point 5 links Southerly of a large hemlock tree marked " ℑ Witness Sullivan - Curtis Line"; thence, on the same course, 0.80 chains down the westerly beach of said island to low water line of said lake; thence, on the same course 1.28 chains across a narrow cove to a sand bar running Northwesterly from the last described island; thence on the same course, across the waters of said lake 12.71 chains, more or less, to the Westerly edge of land flowed at high water of said lake; thence, on the same course, across land so flowed, 13.52 chains, more or less, to the Southwest corner of premises conveyed to said Sullivan, as aforesaid; the total length of the last described line being 142.29 chains, more or less; thence N. 7° 30' E. by and along a base line established by Marsh and Willey during the spring of 1924, 5.40 chains, more or less, through said land flowed at high-water; thence, on the same course, and by and along said base line, passing through a cedar post marked "Sullivan ↔ Curtis ↔ ℑ 1924", set near the high water line of said Sabio Lake and through two cedar posts surrounded with stones, set respectively on the Southerly and Northerly shores of Little Sabio Lake, and each marked

"Sullivan ↔ Curtis ↔ J 1924", 193.33 chains, more or less, to the Northwest corner of said premises conveyed to said Sullivans, aforesaid, and to the North line of said Township 35, M.D. where is set a spruce post, surrounded with stones, and marked "Curtis, Sullivan J 1924, T. 41 ↔ ", and witnessed " J 1924"; thence westward by and along said North line of Twp. 35, M.D., 110.15 chains, more or less, to the point of beginning.

And also all the right, title and interest of the Grantor in the Ministry or Northerly Public Lot in said East one-half of Township 35, M.D. bounded and described as follows, to wit: Beginning at the Northwest corner of said Ministry Lot, being at the Southeast corner of the Porter Blocks, so-called, in the Westerly half of said Township, at a spruce post marked "C & B. 1923 J Public Lot", and witnessed " J 1923"; thence S. 82° 30' E. 80.00 chains, more or less, to the Northeast corner of said lot and a white pine post marked "Public Lot J 1924", witnessed " J 1924"; thence S. 7° 30' W. 40.00 chains, more or less, to the Southeast corner of said lot, and a Norway pine post marked "Public Lot J 1924"; witnessed " J 1924"; thence N. 82° 30' West

80.70 chains, more or less, to the Southwest corner of said lot, and to the division line between the Westerly and Easterly halves of said township, and to a spruce post marked "E. M. Co. ↔ 7/22/17 ↔ E. 1/2 T. No. 35, 1924, P. L. J "; thence, about N. 7° 30' E. by and along said division line between said half townships 40.00 chains, more or less, to the point of beginning.

And also all the right, title and interest of the Grantor in the Northerly part of the School or Southerly Public Lot, in said East one-half of Township 35, M.D. bounded and described as follows, to wit: Beginnning at the Northwest corner of said School Lot at a point on the division line between the Westerly and the Easterly halves of said township 79.60 chains, more or less, measured Southerly from the Southwest corner of the Northerly Public Lot or Ministry Lot, a post marked "Public Lot J 1924"; witnessed " J 1924"; thence S. 82° 30' E. 80.00 chains, more or less, to the Northeast corner of said School Lot, a cedar post marked "Public Lot J 1924"; thence S. 7° 30' W. 25.00 chains, more or less, to the northerly line of premises conveyed to Alice N. Bailey, et als, as aforesaid, and a spruce post marked "A. N. Bailey, et als, J ↔ E. B. Curtis ↔ 1924"; and witnessed " J 1924"; thence N. 82° 30' W., through said Public Lot 79.82 chains, more or less, to the Westerly line thereof, and said division line, and to a cedar post, surrounded with stones, and marked "E. B. C., A. N. B. 1924 J W. 1/2 T. 35 ↔ "; and witnessed " J 1924"; thence about N. 7° 30' E. by and along said division line 25.00 chains, more or less, to the point of beginning.

Excepting and reserving from the aforesaid premises, however, a certain small island, containing two or three acres, more or less, situated in Lower Sabio Lake in the Easterly half of Twp. 35, M.D., Hancock County, conveyed by Mary A. Curtis to Marion Bacon by deed dated April 7, 1938, and recorded in the Hancock Registry of Deeds in Book 661, Page 176.

(B) Also another certain parcel of land in the Westerly half of Township 35, M.D. Hancock County, State of Maine, bounded and described as follows, viz: Beginning at the Northwest corner of said described premises, being the Northwest corner of said Township 35; thence about S. 82°30' E. by and along the Northerly line of said premises, being the Northerly line of said Township about two (2) miles 68.70 chains to the Northeast corner of said described premises; thence about S. 7°30' West by and along the Easterly line of said premises, about one (1) mile 77.53 chains to the Southeast corner thereof; thence about N. 82°30' West by and along the Southerly line of said premises 30.00 chains to a beech tree marked "Div. Line"; thence N. 7°30' E. to the Southerly shore of Horseshoe Lake; thence by and across the waters of said Lake to a point about one and a half chains southerly of Coombs Brook, where a line drawn S. 82°30' East through a pine tree near said shore, marked "Div. Line J 1924, N. 1/2 Porter Block, S. 1/2", intersects said shore, thence N. 82° 30' West passing through said pine tree to the Westerly line of said premises, being the Westerly line of said township, and a white birch tree marked "T. ↔ 34 N. 1/2 Porter Block, S. 1/2 J 1924"; thence about N. 13° E. by and along the Westerly line of said premises, being the Westerly line of said township, 70.00 chains to the point of beginning.

Reference is hereby made to Plan Book 3, Page 88, Hancock County Registry of Deeds, wherein is recorded a plan of the Porter Blocks, so-called, in the Northwest quarter of Township 35, Middle Division, Hancock County, as divided under a warrant for partition in the case of Edward B. Curtis vs. Ralph C. Bailey, et als; received in said Registry of Deeds on November 17, 1924.

Also conveying any and all other interest, whensoever and howsoever acquired, which Mary A. Curtis may have had in said Township 35, and which she included in her deed to Maine Seaboard Paper Company, dated January 22, 1946 and recorded in said Registry in Book 703, Page 464. (II 1)

Being the same premises conveyed to Maine Seaboard Paper Company by Mary A. Curtis by deed dated January 22, 1946, and recorded in said Registry in Book 703, Page 464.

And all factories, plants, buildings, dams, docks, wharves, improvements, structures, fixtures, pipes, conduits, conduit rights, transmission lines and pole line rights, and facilities erected upon, attached to or located in or upon such realty, and all easements, interests, rights, watercourses, boom rights, pier rights, flowage rights, riparian rights, railroad sidings, and claims incidental, belonging or appurtenant to such realty, and the reversion and reversions and remainder and remainders thereof and all income, rents, issues, rights and profits thereof and of every part and parcel thereof from the date hereof.

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

AND Time does covenant with St. Regis, its successors and assigns, that Time and said Maine Seaboard Paper Company, or either of them, have not, since October 31, 1945, or since the date of the acquisition of any such real estate or interests in real estate, whichever shall be the later, made, done, executed or suffered to be done, any act or thing whatsoever, whereby such real estate or interests in real estate (hereinafter called the premises), or any part thereof, now is, or at any time hereafter shall or may be, charged or incumbered in any manner whatsoever (except charges or incumbrances, if any, as are hereinabove specified) and that it will warrant and forever defend the premises to St. Regis, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it, by reason of any such act or thing done, or suffered to be done, by Time or said Maine Seaboard Paper Company since October 31, 1945, or the date of subsequent acquisition of any part of the premises by Time or said Maine Seaboard Paper Company, whereby the premises, or any part thereof, is, are or shall, or may be charged or incumbered in any manner whatsoever (except charges or incumbrances, if any, as are hereinabove specified). Except as herein expressly stated, Time makes no covenants or warranties, express or implied.

IN WITNESS WHEREOF, Time has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Charles Stillman, its Vice-President, thereunto duly authorized, this 17th day of December in the

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year one thousand nine hundred and forty-six.

TIME, INCORPORATED Corporate Seal

By Charles Stillman
Vice-President

Signed, Sealed and Delivered
in the presence of:
Arnold W. Carlson

STATE OF NEW YORK, }
} SS.: December 17th, 1946
COUNTY OF NEW YROK, }

Personally appeared the above named Charles Stillman, Vice-President of Time, Incorporated, a New York corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

John M. Boyce
Notary Public

JOHN M. BOYCE
Notary Public, State of New York
Residing in New York County
N.Y. Co. Clk's No. 599 Reg. No. 959B7
Kings Co. Clk's No. 158 Reg. No. 565B7
Q'ns Co. Clk's No. 2514 Reg. No. 395B7
Bronx Co. Clk's No. 100 Reg. No. 327B7
Richmond Co. Clk's No. 353A
Commission Expires March 30, 1947

Notarial Seal

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Rec'd Dec. 19, 1946 at 9h. -m. A.M., and entered by
Tessie B. Patten, Reg'r

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CHANGE OF CORPORATE NAME
FROM
ST. REGIS PAPER COMPANY
TO
ST. REGIS CORPORATION

K N O W A L L M E N B Y T H E S E P R E S E N T S, THAT I, PETER G. RICH, of Cape Elizabeth in the County of Cumberland and State of Maine, on oath depose and say:

1. The exhibit attached hereto (The Document) and styled "Restated Certificate of Incorporation of St. Regis Paper Company is certified to as a correct transcript of an original document filed by the Department of State of New York;

2. Under the provisions of paragraph Third of The Document the Certificate of Incorporation of St. Regis Paper Company was amended to change the name of the corporation from St. Regis Paper Company to St. Regis Corporation;

3. The Document was filed with the State of New York Department of State on April 28, 1983.

Dated at Portland, Maine, this 29th day of June, 1983.

Peter G. Rich

STATE OF MAINE
CUMBERLAND, SS.

June 29, 1983

Then personally appeared the above-named Peter G. Rich and acknowledged that the foregoing is true to the best of his knowledge and belief.

Before me,

Notary Public

OR BK 9009 INSTR#: Backloaded 1431437

A974889

RESTATED CERTIFICATE OF INCORPORATION
OF
ST. REGIS PAPER COMPANY

Under Section 807 of the Business Corporation Law

We, WILLIAM R. HASELTON and JOHN J. MCLEAN, being, respectively, the Chairman of the Board and Chief Executive Officer and Senior Vice President and Secretary of ST. REGIS PAPER COMPANY (hereinafter sometimes referred to as the "Corporation"), hereby certify:

FIRST: The name of the Corporation is ST. REGIS PAPER COMPANY.

SECOND: The Certificate of Incorporation of the Corporation was filed in the office of the Department of State of the State of New York on February 4, 1899.

THIRD: The Certificate of Incorporation, as amended heretofore, is hereby amended to effect the following amendment authorized by the Business Corporation Law: to change the name of the Corporation from ST. REGIS PAPER COMPANY to ST. REGIS CORPORATION.

FOURTH: The text of the Certificate of Incorporation, as amended heretofore and as further amended by this Certificate, is hereby restated as follows:

CERTIFICATE OF INCORPORATION
OF
ST. REGIS CORPORATION

I. The name of the Corporation is St. Regis Corporation.

II. The purposes for which said Corporation is formed are:

To conduct the business of manufacturing, producing, purchasing, selling and dealing in paper, paper products, any and all ingredients thereof and any and all materials that now or may hereafter be used in connection therewith, both within and without the State of New York;

To purchase, lease or otherwise acquire woodlands and to develop them; to sell and dispose of any products whatsoever of said woodlands, and with the right, in connection with its general business, to purchase or acquire any patents, inventions or processes or machinery connected therewith;

To purchase, acquire, build, own and rent or sell dwellings and other buildings, and to purchase, own or lease such real and personal estate and property as may be necessary or proper for the business of the Corporation; and to mine any minerals or make use of any materials found upon lands purchased or owned for the general purposes hereinbefore expressed;

To purchase, acquire, hold and dispose of the stock, bonds and other evidences of indebtedness of any corporation, domestic or foreign, and issue in exchange therefor, its stock, bonds or other obligations, if authorized to do so by the provisions in the certificate of incorporation of such other stock corporation, or any certificate amendatory thereof or supplemental thereto, filed in pursuance of law, or, if the corporation, whose stock is so to be purchased, acquired, held or disposed of, is engaged in a business similar to that of such stock corporation, or engaged in the manufacture, use or sale of the property, or in the construction or operation of works necessary or useful in the business of such stock corporation, or in which, or in connection with which the manufactured articles, product or property of such corporation are or may be used or is a corporation with which said stock corporation is or may be authorized to consolidate. When any such corporation shall be a stockholder in any other corporation, as herein provided, its president or other officers shall be eligible to the office of Director of such corporation, the

State of New York }
Department of State } ss.:

33035

I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.

Witness my hand and seal of the Department of State on JUN 13 1983

Secretary of State

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same as if they were individually stockholders therein and the corporation holding such stock shall possess and exercise in respect thereof all the rights, powers and privileges of individual holders or owners of such stock;

To conduct the business of the Corporation in all or any of its branches, so far as permitted by law, in all states, territories, dependencies and colonies of the United States and its insular possessions, the District of Columbia and in foreign countries; to maintain offices and agencies, either within or without the State of New York; and, as may be requisite in the convenient transaction of its business, or conduct of its operations, to purchase or otherwise acquire, hold, own, mortgage, sell, convey, or otherwise dispose of real and personal property of every class and description in any of the states, territories, dependencies, colonies or insular possessions of the United States, the District of Columbia, and in any and all foreign countries, subject always to the law of such state, district, territory, dependency, colony, insular possession or foreign country;

To conduct the business of logging, lumbering and all businesses incidental or related thereto; to operate logging camps, saw mills, lumber mills or other plants or facilities for the conversion, utilization, manufacture and production of lumber and wood products of every character;

To own, hold, lease, license, occupy, use and exercise rights in respect of forest lands and woodlands, including the rights to cut and remove timber and forest products therefrom, and all rights-of-way, easements, permits and all other grants and rights of every name and nature necessary or incidental thereto;

To acquire, own, lease, hold, construct, operate and maintain trails, roadways, log roads, auto-truck roads and logging railroads of every type and all vehicles, cars, motors, tractors, locomotives, auto-trucks, repair shops, garages, tools, supplies, machinery, materials and equipment of every name and nature necessary, convenient or incidental thereto;

To buy, sell, exchange and generally deal in logs, lumber, timber, standing timber, forest lands, woodlands, wood, forest products and all by-products, compounds and derivatives thereof, together with all supplies, materials and commodities which may be manufactured therefrom or used or useful in connection therewith;

To construct, operate and maintain pulp and paper mills and to engage in the manufacture and sale of pulp and paper or any product in which pulp or paper or any derivative therefrom or by-product thereof or any material used in the manufacture thereof may be used;

To purchase, construct, charter, navigate, operate and maintain steam, sailing or motor vessels of every type and description and to construct, operate and maintain docks, wharves, tramways, log dumps, warehouses, storage houses, loading facilities, ramps and all machinery, equipment, supplies and materials necessary or incidental thereto;

To conduct the business of manufacturing, producing, developing, purchasing, selling and dealing in any way in all kinds of products derived from wood or other vegetable matter and other materials, including (without limitation) cellulose, cellulose compounds and derivatives and by-products of cellulose, rayon, rayon products, chemicals, chemical products and derivatives thereof, including any and all kinds of plastics, plastic material, and any and all materials that may now or hereafter be manufactured therefrom or used or useful in connection therewith;

To conduct the business of manufacturing, producing, developing, purchasing, selling and dealing in rayon, rayon products and cellulose in any form, including (without limitation) fibres, threads, yarns, textiles, fabrics, cloths and products manufactured therefrom or used or useful in the manufacture thereof;

To conduct the business of manufacturing, producing, developing, purchasing, selling and dealing in any and all kinds of containers, including, without limiting the generality of the

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foregoing, bags, boxes, crates, packages, barrels, cans, kegs and utensils in the manufacture of which paper, paper board, wood, metal, plastics or glass are used either in whole or in part, and any and all materials that now or may hereafter be used or useful in connection therewith;

To conduct the business of manufacturing, selling, leasing, licensing and generally dealing in machines, engines, tools, apparatus, equipment, devices, spare parts and repair parts for any purpose connected with or relating to any of the purposes and powers of the Corporation and for other purposes and to provide engineering, installation, repair and maintenance services in connection therewith;

To manufacture, sell, lease, license and generally deal in machinery, apparatus, equipment and parts and supplies for the filling of bags, packages and other containers, as well as for the weighing of materials to be put into bags, packages and other containers and for the sealing of bags, packages or other containers;

To conduct the business of manufacturing, selling and generally dealing in wire ties for the tying or closing of bags, packages and other containers and for joining metals or materials of every character or description; to manufacture, sell and generally deal in machinery, apparatus and equipment for the manufacture of seals for the sealing of bags, packages and other containers and for the sewing or the manufacture of cloth or paper into tubes, bags, packages and containers and other related products;

To conduct the business of manufacturing, producing, developing, purchasing, selling and dealing in any and all kinds of goods, wares, foods, potables, drugs, merchandise, manufactures, commodities, furniture, machinery, tools, supplies and products and generally to engage in and conduct any form of manufacturing or mercantile enterprise not contrary to law;

To invest and deal with the moneys of the Corporation in any manner, and to acquire by purchase, by the exchange of stocks, bonds or other obligations or securities of the Corporation, by subscription, or otherwise and to invest in, to hold for investment or for any other purpose and to deal in and to use, sell, pledge or otherwise dispose of any stocks, bonds, notes, debentures and other securities and obligations of any Government, State, municipality, corporation, association or partnership, domestic or foreign, and while owner or holder of any such stocks, bonds, notes, debentures or other securities or obligations, to possess and exercise in respect thereof all the rights, powers and privileges of individual owners or holders thereof;

To do each and every thing necessary, suitable or proper for the accomplishment or attainment of any of the purposes enumerated herein or in the Certificate of Incorporation or in any other certificate, enlarging the powers and purposes of the Corporation, filed pursuant to law, or which shall at any time appear conducive to, or expedient for, the protection or benefit of the Corporation;

Nothing herein contained shall be deemed to authorize or permit the Corporation to carry on any business or exercise any power or to do any act which a corporation formed under Article 2 of the Stock Corporation Law may not lawfully carry on or do;

To carry on the business, either alone or jointly with others, of purchasing or otherwise acquiring, owning, holding, investing or dealing in, administering, managing, and selling, mortgaging, pledging, hypothecating or otherwise disposing of, petroleum, oil, gas, or other mineral lands, properties, rights, royalties, licenses, leases, or fractional interests therein, or certificates of interest in or participation in, or contracting with respect to, such lands, properties, rights, royalties, licenses, leases, or fractional interests; provided, however, that the Corporation shall not have power to manufacture, produce or otherwise acquire and to supply for public use artificial or natural gas or a mixture of both gasses for light, heat or power and for lighting the streets and public and private buildings of cities, villages and towns in the State of New York;

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To buy, exchange, contract for, lease, and in any and all other ways, acquire, take, hold and own, and to deal in, sell, mortgage, lease or otherwise dispose of lands, claims, mineral rights, oil wells, gas wells, oil lands, gas lands and other real and personal property, and rights and interests in and to real and personal property, both for its own account and as agent, operator or manager for the account of others, and, either alone or jointly with others, to manage, operate, maintain, improve, and develop the said properties, and each and all of them;

To enter into, maintain, operate or carry on in all of its branches the business of exploring and drilling for, extracting, producing, refining, treating, distilling, manufacturing, handling and dealing in, and buying and selling, petroleum, oil, gas, coal and any and all other mineral and hydrocarbon substances, and any and all products or by-products which may be derived from said substances or any of them; and for such or any of such purposes to buy, exchange, contract for, lease and in any and all other ways, acquire, take, hold and own, and to sell, mortgage, lease and otherwise dispose of, and to construct, manage, maintain, deal in and operate plants, refineries, tanks, trucks, cars, pipes, pumps and machinery, equipment, facilities and apparatus of every kind, character and description.

III. The aggregate number of shares which the Corporation shall have authority to issue is 105,000,000 of which 5,000,000 shares shall be Preferred Stock, issuable in series of the par value of $1 per share and 100,000,000 shares shall be Common Stock of the par value of $5 per share.

IV. No holder of shares of Common Stock of the Corporation shall have any preferential or preemptive right to subscribe for, purchase or receive any shares of stock of the Corporation of any class, now or hereafter authorized, or any options or warrants or any rights to subscribe to or purchase any securities convertible into or exchangeable for any shares of stock of the Corporation of any class, now or hereafter authorized, which may at any time be issued, sold or offered for sale by the Corporation or to have any other preemptive rights as now or hereafter defined by the laws of the State of New York.

V. Subject to limitations prescribed by law, the Board of Directors is authorized to provide for the issue of shares of the Preferred Stock in one or more series, to establish the number of shares in each series, to fix the designation, relative rights, preferences and limitations of the shares of each such series and to cause to be filed in the Department of State of the State of New York, such certificates as may be required in connection therewith by the Business Corporation Law. The authority of the Board with respect to each series shall include, but not be limited to, determination of the following:

(a) The number of shares constituting the series and its designation;

(b) The dividend rate and payment dates for shares of the series, whether such dividends shall be cumulative, and, if so, from which date or dates;

(c) Whether shares of the series shall have voting rights in addition to those provided by law, and, if so, the terms of such rights;

(d) Whether shares of the series shall be convertible into or exchangeable for other securities of the Corporation, and, if so, the price or prices or the rate or rates of such conversion or exchange and the adjustments, if any, at which such conversion or exchange may be made;

(e) Whether the shares of the series shall be redeemable, and, if so, the terms and conditions of such redemption, including the redemption price or prices per share during any specified period or periods;

(f) The rights of the shares of the series in the event of voluntary or involuntary liquidation, dissolution or winding-up of the Corporation;

(g) Any other relative, participating, optional or other rights, preferences or limitations of the shares of the series.

No holder of shares of Preferred Stock of the Corporation of any series shall have any preferential or preemptive right to subscribe for, purchase or receive any shares of the Corporation of any class, now or

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hereafter authorized, or any options or warrants or any rights to subscribe to or purchase, any securities convertible into or exchangeable for any shares of the Corporation of any class, now or hereafter authorized, which may at any time be issued, sold or offered for sale by the Corporation.

§ 1. **Provisions Relating to Cumulative Preferred Stock, $5.50 Series A ($1 Par Value)**

§ 1.1. *Designation of Series.* Of the 5,000,000 authorized shares of Preferred Stock of the Corporation, 147,500 shares shall be issued in a series designated as Cumulative Preferred Stock, $5.50 Series A ($1 Par Value) (herein called the "Cumulative Preferred Stock").

§ 1.2. *Dividends.* The holders of the Cumulative Preferred Stock shall be entitled to receive but only when as and if declared by the Board of Directors out of funds legally available for the payment of dividends, dividends at the rate of $5.50 per share per annum, cumulative whether or not earned or declared as to each such share from July 1, 1969, and such dividends shall be payable on the first days of January, April, July and October, respectively. All dividends payable on the Cumulative Preferred Stock shall be first paid, or declared and set apart for payment, before any dividends on the common stock, whether payable in cash, stock or otherwise, shall be paid or set apart for payment, so that if for all past dividend periods and for the then current dividend period, dividends on all outstanding shares of the Cumulative Preferred Stock at the rates fixed for the respective series shall not have been paid or set apart for payment, the deficiency shall be fully paid or set apart for payment before any dividends shall be paid or set apart for payment on the Common Stock. Accruals of dividends shall not bear interest.

§ 1.3. *Dissolution, Liquidation, Winding-up.* Upon any dissolution, liquidation or winding-up of the Corporation, the holders of the Cumulative Preferred Stock then outstanding shall be entitled to receive out of the assets of the Corporation legally available for distribution to stockholders, in case of voluntary liquidation, dissolution or winding-up, an amount equal to the redemption price per share applicable on the date of such voluntary liquidation, dissolution or winding-up and, in the case of involuntary liquidation, dissolution or winding-up, $100 per share plus, in the case of each share (whether a voluntary or involuntary dissolution, liquidation or winding-up), an amount equal to the dividends accrued and unpaid thereon to the date fixed for final distribution, whether or not earned or declared, before any distribution of the assets of the Corporation shall be made to the holders of the common stock, as such.

After payment to the holders of the Cumulative Preferred Stock of the full amounts to which they respectively are entitled as aforesaid, the holders of the Cumulative Preferred Stock, as such, shall have no right or claim to any of the remaining assets of the Corporation.

The sale, conveyance, exchange or transfer of all or substantially all of the property of the Corporation, or the merger or consolidation into or with any other corporation, shall not be deemed a dissolution, liquidation or winding-up for the purposes of this § 1.3.

§ 1.4. *Redemption.* At the option of the Board of Directors of the Corporation, the Corporation may redeem the Cumulative Preferred Stock, either as a whole or in part, at any time after July 1, 1974, without charge therefor to the holders of the Cumulative Preferred Stock, at a redemption price of $110 per share through June 30, 1976; $106 per share thereafter through June 30, 1981; $102 per share thereafter through June 30, 1986; and $100 per share thereafter, in each case plus accrued and unpaid dividends thereon to the date fixed for redemption whether or not earned or declared. Not less than 30 nor more than 60 days prior to the date fixed for redemption a notice of the time and place thereof shall be mailed to the holders of record of the Cumulative Preferred Stock so to be redeemed. Notice of redemption having been so given, dividends shall cease to accrue on the shares therein designated for redemption after the date fixed for redemption (unless default be made in payment or deposit of the redemption price). In every case of redemption of less than all of the outstanding shares of Cumulative Preferred Stock, then, at the option of the Board of Directors, such redemption shall be made pro rata or the shares to be redeemed shall be chosen by lot in such manner as may be prescribed by resolution of the Board of Directors.

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At any time after notice of redemption has been mailed as aforesaid to the holders of stock so to be redeemed, the Corporation may deposit the aggregate redemption price with a bank or trust company, named in such notice as the place of redemption, having its principal office in the State of New York and having, according to its last published statement, capital, surplus and undivided profits aggregating at least $50,000,000, such redemption price to be payable, in clearing house funds of the city in which such bank or trust company shall have its office, on the date fixed for redemption as aforesaid, or on the date of deposit, as hereinafter provided, and in the amounts aforesaid to the respective orders of the holders of the shares so to be redeemed, upon endorsement to the Corporation or otherwise, as may be required, and upon surrender of the certificates for such shares. From and after the earlier of (i) the date fixed for redemption (provided that the Corporation shall not have failed to make payment of the redemption price as set forth in such notice) or (ii) the date of the deposit of said money as aforesaid in advance of the date fixed for redemption (provided in such case that such moneys shall be made available for immediate payment to the holders of the shares to be redeemed on and after such date of deposit and that the aforesaid notice of redemption shall have included a statement that such moneys are to be so available), such holders shall cease to be stockholders with respect to said shares, and said shares shall not be deemed to be outstanding and such holders shall have no interests in, or claim against, the Corporation with respect to said shares, but shall be entitled only to receive said moneys as aforesaid from said bank or trust company, or from the Corporation, as the case may be, without interest thereon, upon endorsement to the Corporation or otherwise, as may be required, and upon surrender of the certificates for such shares, as aforesaid.

In case the holder of any such Cumulative Preferred Stock which shall have been called for redemption shall not, within six years after said deposit, claim the amount deposited as above stated for the redemption thereof, such bank or trust company shall upon demand pay over to the Corporation such unclaimed amount and such bank or trust company shall thereupon be relieved from all responsibility to such holder, and such holder shall look only to the Corporation for the payment thereof. Any interest accrued on any funds so deposited shall belong to the Corporation.

All or any shares of Cumulative Preferred Stock at any time redeemed, purchased or acquired by the Corporation may thereafter, in the discretion of the Board of Directors, be reissued or otherwise disposed of at any time or from time to time to the extent and in the manner now or hereafter permitted by law, subject, however, to the limitations herein, or by action of the Board of Directors creating any series, imposed upon the issue or reissue of shares of the Cumulative Preferred Stock.

§ 1.5. *Purchase or Other Acquisition.* Nothing herein contained shall limit any legal right of the Corporation to purchase or otherwise acquire any shares of the Cumulative Preferred Stock.

§ 1.6. *Voting.* At all meetings of shareholders of the Corporation, each holder of shares of Cumulative Preferred Stock shall be entitled to one vote for each share of Cumulative Preferred Stock then outstanding and of record in his name on the books of the Corporation.

Whenever dividends upon any shares of Cumulative Preferred Stock shall be in arrears in an amount equal to six quarterly dividends thereon, then and in any such case the holders of all shares of Cumulative Preferred Stock shall become entitled, to the extent hereinafter provided, voting separately as a class, and with each share entitling the holder thereof to one vote, to elect as a member of the Board of Directors, one director who shall be in addition to the number previously constituting the Board of Directors, and all other directors of the Corporation shall be elected by the holders of Common Stock, voting separately as a single class. Such voting rights of the holders of Cumulative Preferred Stock to elect a director shall continue until all the accumulated unpaid dividends thereon shall have been paid, whereupon all such voting rights to elect a director shall cease, subject to being revived from time to time upon the recurrence of the conditions described above as giving rise thereto.

At any time after the accrual to the holders of Cumulative Preferred Stock of such voting rights to elect a director, a special meeting of the holders of shares of Cumulative Preferred Stock for the purpose of electing a director shall be held upon not less than ten nor more than fifty days' notice by call of the

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Secretary of the Corporation at the written request of the holder of shares of Cumulative Preferred Stock at the time outstanding, or, if the Secretary should fail or neglect to call such meeting within fifty days after receipt of such request, then by call of any such holder.

So long as the holders of Cumulative Preferred Stock are entitled hereunder to such voting rights to elect a director, any vacancy in the Board of Directors caused by the death or resignation of any director elected by the holders of Cumulative Preferred Stock, shall be filled by the vote of the holders of Cumulative Preferred Stock at a meeting called for the purpose upon the notice and call as provided in the immediately preceding paragraph. Any vacancy in the Board of Directors caused by the death or resignation of any director elected by the holders of Common Stock, or elected by remaining directors as provided by the By-Laws of the Corporation, shall, until the next meeting of the stockholders and the election of directors, in each case be filled by the remaining directors elected by the holders of Common Stock.

Upon termination of such voting rights of the holders of Cumulative Preferred Stock to elect a director, the term of office of the person who shall have been elected a director of the Corporation by vote of the holders of Cumulative Preferred Stock shall forthwith terminate.

§ 1.7. *Conversion.* The holders of shares of Cumulative Preferred Stock shall have the right, at their option, to convert such shares into shares of Common Stock of the Corporation at any time before 5 P.M., New York business time, (the "close of business") on July 1, 1979, but not thereafter, on and subject to the following terms and conditions:

(1) The shares of the Cumulative Preferred Stock shall be convertible at the office of the Corporation, and at such other office or offices, if any, as the Board of Directors may designate, into fully paid and non-assessable shares (calculated as to each conversion to the nearest 1/100th of a share) of Common Stock of the Corporation, at the conversion price, determined as hereinafter provided, in effect at the time of conversion, each share of Cumulative Preferred Stock being taken at $100 for the purpose of such conversion. The price at which shares of Common Stock shall be delivered upon conversion (herein called the "conversion price") shall be (subject to adjustment as hereinafter provided) initially and until the close of business on July 1, 1974, $5[illegible] per share of Common Stock, thereafter and until the close of business on July 1, 1979, $60 per share of Common Stock. At the close of business on July 1, 1979, all rights of the holders of Cumulative Preferred Stock to convert such stock into Common Stock shall terminate. The conversion price shall be reduced or increased in certain instances as provided below. Upon conversion of the Cumulative Preferred Stock all dividends accrued and unpaid thereon shall be paid in cash, but no payment or adjustment shall be made upon any conversion on account of any dividends for the then current dividend-period accrued on the shares of Cumulative Preferred Stock surrendered for conversion or on account of any dividends on the Common Stock issued upon such conversion.

(2) In order to convert shares of Cumulative Preferred Stock into Common Stock the holder thereof shall surrender at any office hereinabove mentioned in paragraph (1) the certificate or certificates therefore, duly endorsed to the Corporation or in blank, together with the signed conversion notice (in the form provided on the certificates for shares of Cumulative Preferred Stock) at said office. Shares of Cumulative Preferred Stock shall be deemed to have been converted immediately prior to the close of business on the day of the surrender of such shares for conversion as provided above, and the person or persons entitled to receive the Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Common Stock at such time. As promptly as practicable on or after the conversion date, the Corporation shall issue and shall deliver at said office a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion, together with cash in lieu of any fraction of a share, as hereinafter provided, to the person or persons entitled to receive the same. In case shares of Cumulative Preferred Stock are called

FLAGLER COUNTY

FLAGLER COUNTY

for redemption, the right to convert such shares shall cease and terminate at the close of business on the date fixed for redemption, unless default shall be made in payment of the redemption price.

(3) In case the Corporation shall issue as a dividend or other distribution to all of its common stockholders any rights, options or warrants to subscribe for or to purchase additional shares of Common Stock, the conversion price in effect at the opening of business on the day following the date fixed for the determination of stockholders entitled to receive such dividend or other distribution shall be reduced by multiplying it by a fraction of which the numerator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and the denominator shall be the sum of that number of shares of Common Stock, plus the total number of shares of Common Stock which could be purchased by the immediate exercise of all such rights, options or warrants, minus the total number of shares of Common Stock which could be purchased at the average market price of the Common Stock on that date by the application of the total subscription price attributable to the rights, options or warrants plus any sum required to be paid for the exercise of such rights, options or warrants.

(4) In case the Corporation shall issue as a dividend or other distribution to all of its common stockholders any security convertible into shares of Common Stock, the conversion price in effect at the opening of business on the day following the date fixed for the determination of stockholders entitled to receive such dividend or other distribution shall be reduced by multiplying it by a fraction of which the numerator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and the denominator shall be the sum of that number of shares of Common Stock and the total number of shares of Common Stock which could be obtained by the immediate exercise of all the conversion privilege attributable to such convertible security.

(5) In case a date is fixed after July 1, 1969, for the determination of stockholders entitled to receive additional shares of Common Stock as a dividend or other distribution on any class of capital stock of the Corporation, the conversion price in effect at the opening of business on the day following the date fixed for such determination shall be reduced by multiplying it by a fraction of which the numerator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and denominator shall be the sum of such number of shares and the total number of shares constituting such dividend or other distribution, such reduction to become effective immediately after the opening of business on the day following the date fixed for such determination. For purposes of this paragraph, the number of shares of Common Stock at any time outstanding shall include shares held in the Treasury of the Corporation only if such shares held in the Treasury receive such dividend or other distribution.

(6) In case outstanding shares of Common Stock shall be subdivided into a greater number of shares of Common Stock, the conversion price in effect at the opening of business on the day following the day upon which such subdivision becomes effective shall be proportionately reduced, and conversely, in case outstanding shares of Common Stock shall be combined into a smaller number of shares of Common Stock, the conversion price in effect at the opening of business on the day following the day upon which such combination becomes effective shall be proportionately increased, such reduction or increase, as the case may be, to become effective immediately after the opening of business on the day following the day upon which such subdivision or combination becomes effective. Shares of Common Stock held in the Treasury of the Corporation shall be considered outstanding for the purposes of this paragraph (6) provided, however, such shares held in the Treasury of the Corporation are affected by such subdivision or combination.

(7) In case of any capital reorganization of the Corporation, or in case of any consolidation or merger of the Corporation with or into another corporation, or in case of any sale or conveyance to another corporation of all or substantially all of the property of the Corporation,

the holder of each share of Cumulative Preferred Stock then outstanding (or of the stock or other securities received in lieu of such shares) shall have the right thereafter to convert such share (or such other stock or securities) into the kind and amount of shares of stock and other securities and property receivable upon such consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock (whether whole or fractional) of the Corporation into which such share of Cumulative Preferred Stock might have been converted immediately prior to such consolidation, merger, sale or conveyance, and shall have no other conversion rights under these provisions; and effective provision shall be made in the Certificate of Incorporation of the resulting or surviving corporation or otherwise, so that the provisions set forth herein for the protection of the conversion rights of the Cumulative Preferred Stock shall thereafter be applicable, as nearly as reasonably may be, to any such other shares of stock and other securities and property deliverable upon conversion of the Cumulative Preferred Stock remaining outstanding or other convertible securities received by the holders in place thereof; and any such resulting or surviving corporation shall expressly assume the obligation to deliver, upon the exercise of the conversion privilege, such shares, securities or property as the holders of the Cumulative Preferred Stock remaining outstanding, or other convertible securities received by the holders in place thereof, shall be entitled to receive pursuant to the provisions hereof, and to make provisions for the protection of the conversion right as above provided. In case securities or property other than Common Stock shall be issuable or deliverable upon conversion as aforesaid, then all references in this paragraph (7) shall be deemed to apply, so far as appropriate and as nearly as may be, to such other securities or property. Nothing in this paragraph (7) shall be deemed to diminish the conversion rights of the holders of the Cumulative Preferred Stock set forth in this Certificate. The obligations of the Corporation with respect to the Cumulative Preferred Stock shall be assumed by such resulting or surviving corporation. The provisions of this paragraph (7) shall similarly apply to successive reorganizations, consolidations, mergers, sales or conveyances.

(8) Whenever the conversion price is adjusted as herein provided:

(a) the Corporation shall compute the adjusted conversion price in accordance with this §1.7 and shall prepare a certificate by the Treasurer of the Corporation setting forth the adjusted conversion price and showing in reasonable detail the facts upon which such adjustment is based, including a statement of the consideration received or to be received by the Corporation for, and the amount of, any additional shares of Common Stock issued since the last adjustment, and such certificate shall forthwith be kept on file by the Corporation and filed with any other Transfer Agent or Agents for Cumulative Preferred Stock; and

(b) a notice stating that the conversion price has been adjusted and setting forth the adjusted conversion price shall forthwith be required and as soon as practicable after it is required, such notice shall be mailed to the holders of record of the outstanding shares of Cumulative Preferred Stock; provided, however, that if within ten days after the completion of mailing of such a notice, an additional notice is required, such additional notice shall be deemed to be required pursuant to this clause (b) as of the opening of business on the tenth day after such completion of mailing and shall set forth the conversion price as adjusted at such opening of business, and upon the publication and mailing of such additional notice no other notice need be given of any adjustment in the conversion price occurring at or prior to such opening of business and after the time that the next preceding notice given by publication and mail became required.

(9) In case:

(a) the Corporation shall declare a dividend (or any other distribution) on its Common Stock payable otherwise than in cash out of its earned surplus; or

COUNTY

(b) the Corporation shall authorize the granting to the holders of its Common Stock of rights to subscribe for or purchase any shares of capital stock of any class or of any other rights; or

(c) of any reclassification of the capital stock (other than a subdivision or combination of its outstanding shares of Common Stock), or of any consolidation or merger to which the Corporation is a party and for which approval of any stockholders of the Corporation is required, or of the sale or transfer of all or substantially all of the assets of the Corporation; or

(d) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation; then the Corporation shall cause to be mailed to any Transfer Agent or Agents for Cumulative Preferred Stock and to the holders of record of the outstanding shares of Cumulative Preferred Stock, at least twenty days (or ten days in any case specified in clause (a) or (b) above) prior to the applicable record date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up is expected to become effective, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up.

(10) The Corporation shall at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued Common Stock, for the purpose of effecting the conversion of the shares of Cumulative Preferred Stock, the full number of shares of Common Stock then deliverable upon the conversion of all shares of Cumulative Preferred Stock then outstanding.

(11) No fractional shares of Common Stock shall be issued upon conversion, but, instead of any fraction of a share which would otherwise be issuable, the Corporation shall, at the option of the holder of Cumulative Preferred Stock, either

(a) arrange for the purchase of a fraction of a share of Common Stock so that in lieu of any fraction of a share of Common Stock the holder may receive the next highest whole number of shares of Common Stock, provided, however, that the holder shall pay to the Corporation the amount, computed on the basis of the market price per share of Common Stock (as determined by the Corporation) at the close of business on the day of conversion equal to the same purchased fraction of such market price; or

(b) pay to the holder a cash adjustment in respect of such fraction in an amount equal to the same fraction of the market price per share of Common Stock (as determined by the Board of Directors) at the close of business on the day of conversion.

(12) The Corporation will pay any and all taxes that may be payable in respect of the issue or delivery of shares of Common Stock on conversion of shares of Cumulative Preferred Stock pursuant hereto. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Cumulative Preferred Stock so converted were registered, and no such issue or delivery shall be made unless and until the person requesting such issue has paid to the Corporation the amount of any such tax, or has established, to the satisfaction of the Corporation, that such tax has been paid.

(13) For the purpose of this §1.7, the term "Common Stock" shall include any stock of any class of the Corporation which has no preference in respect of dividends or of amounts

HANCOCK COUNTY

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payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, and which is not subject to redemption by the Corporation. However, shares issuable on conversion of shares of Cumulative Preferred Stock shall include only shares of the class designated as Common Stock of the Corporation as of July 1, 1969, or shares of any class or classes resulting from any reclassification or reclassifications thereof and which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation and which are not subject to redemption by the Corporation; provided that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

§ 1.8. *Reclassification of Series.* So long as any shares of the Cumulative Preferred Stock are outstanding, the Corporation shall not classify or reclassify, or otherwise amend, alter, change or repeal any of the express terms applicable to, outstanding shares of the Cumulative Preferred Stock so as to affect the holders of such shares adversely without the consent (given in writing or by vote at a meeting called for that purpose in the manner prescribed by the By-Laws of the Corporation) of the holders of record of at least two-thirds of the total number of shares of Cumulative Preferred Stock then outstanding so affected adversely (any consent so given to be binding upon subsequent holders of shares of Cumulative Preferred Stock, whether issued before or after the date of such consent).

§ 1.9. *No Preemptive Rights for Cumulative Preferred Stock.* Except as herein set forth, Cumulative Preferred Stock shall not entitle any holder thereof as a matter of right to subscribe for, purchase or receive any part of the unissued stock of the Corporation or any part of any new or additional issue of any stock of the Corporation whether of the same class or of any other class, or to subscribe for, purchase or receive any rights to or options to purchase any such stock, or to subscribe for, purchase or receive any bonds, debentures or other securities convertible into or carrying options or warrants to purchase stock or other securities of the Corporation, or to have any other preemptive rights as now or hereafter defined by the laws of the State of New York.

VI. The principal office of the Corporation is to be located in the City of New York, in the County of New York, in the State of New York.

VII. The Corporation hereby designates the Secretary of State of the State of New York as its agent upon whom process in any action or proceeding against it may be served within the State of New York. The address to which the Secretary of State shall mail a copy of any process against the Corporation, which may be served upon him pursuant to law, is No. 237 Park Avenue, New York, New York 10017.

VIII. The duration of the Corporation is perpetual.

FIFTH: The amendment to the Restated Certificate of Incorporation effecting the change of name of the Corporation to St. Regis Corporation, was authorized by the affirmative vote of the holders of a majority of all outstanding shares of Common Stock entitled to vote thereon at a meeting of such holders duly called and held on April 28, 1983.

COUNTY

SIXTH: The foregoing restatement of the Certificate of Incorporation was authorized to be filed by resolution of the Board of Directors of the Corporation duly adopted at a meeting held April 28, 1983.

IN WITNESS WHEREOF, we have made and signed this Certificate this 28 th day of April, 1983.

William R. Haselton
Chairman of the Board and
Chief Executive Officer

[SEAL]

John J. McLean
Senior Vice President and Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

JOHN J. MCLEAN, being duly sworn, deposes and says: that he is one of the persons who signed the foregoing certificate; that he signed said certificate in the capacity set beneath his signature thereon; that he has read the foregoing certificate and knows the contents thereof; and that the statements contained therein are true to his own knowledge.

John J. McLean
Senior Vice President and Secretary

Subscribed and sworn to before
me this 28 th day of April, 1983.

Marianne Esposito
Notary Public
MARIANNE ESPOSITO
Notary Public, State of New York
No. 03-4746095, Qual. in Bronx Co.
Cert. Filed in New York County
Commission Expires March 30, 19

[SEAL]

STATE OF MAINE, HANCOCK COUNTY REGISTRY OF DEEDS.
Rec'd June 30, 1983 at 9 h 20 m. A. M. and recorded in book 9 Page 95
by B Joanne Douty Register

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HANCOCK COUNTY

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4655 **State of Maine**

Department of State

I, the Secretary of State of the State of Maine, do hereby Certify that the paper to which this is attached is a true copy from the records of this office.

SS-C7-75

In Testimony Whereof, I have caused the Great Seal of the State to be hereunto affixed. GIVEN under my hand at Augusta, this sixteenth day of May in the year of our Lord one thousand nine hundred and eighty-five.

Secretary of State

HANCOCK COUNTY

HANCOCK

State of New York
Department of State } ss.:

14099

I hereby certify that I have compared the annexed copy with the original document filed by the Department of State

and that the same is a correct transcript of said original.

Witness my hand and seal of the Department of State on MAR 6 1985

Secretary of State

380507-004 (10/84)

COUNTY

HANCOCK 01817933

CERTIFICATE OF MERGER

OF

ST. REGIS CORPORATION

INTO

CHAMPION INTERNATIONAL CORPORATION

UNDER SECTION 905 OF THE BUSINESS CORPORATION LAW

Pursuant to the provisions of Section 905 of the Business Corporation Law of the State of New York, the undersigned, Philip R. O'Connell and Laurie Cawley, being respectively a Senior Vice President and an Assistant Secretary of Champion International Corporation, the surviving corporation, hereby certify as follows:

1. Champion International Corporation, a corporation of the State of New York and the surviving corporation, owns all of the outstanding shares of Common Stock, $1.00 par value, of St. Regis Corporation, a corporation of the State of New York and the subsidiary corporation. The name under which Champion International Corporation was formed was United States Plywood Corporation. The name under which St. Regis Corporation was formed was St. Regis Paper Company.

COUNTY

HANCOCK COUNTY

2. As to the subsidiary corporation, the designation and number of outstanding shares and the number of such shares owned by the surviving corporation are as follows:

Name of Subsidiary	Designation and Number of Outstanding Shares	Number of Shares Owned by Survivor
St. Regis Corporation	1,000 shares of Common Stock, $1.00 par value	1,000

3. The certificate of consolidation forming Champion International Corporation (then named United States Plywood Corporation), the surviving corporation, was filed by the Department of State on the 28th day of April, 1937.

The certificate of incorporation of St. Regis Corporation (then named St. Regis Paper Company) was filed by the Department of State on the 4th day of February, 1899.

4. The surviving corporation owns all of the outstanding shares of the subsidiary corporation to be merged.

5. The merger shall be effective on the filing of this certificate of merger by the Department of State.

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6. The plan of liquidation by merger was adopted by the Board of Directors of the surviving corporation.

IN WITNESS WHEREOF, we hereunto sign our names and affirm that the statements made herein are true under ~~the penalties of~~ perjury, this 28th day of January, 1985.

CHAMPION INTERNATIONAL CORPORATION

By: _____
Philip F. O'Connell
Senior Vice President

By: _____
Laurie Cawley
Assistant Secretary

HANCOCK COUNTY

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HANCOCK COUNTY

B 1807 P 333

CT - 4

CERTIFICATE OF MERGER OF
ST. REGIS CORPORATION INTO
CHAMPION INTERNATIONAL CORPORATION

Pursuant to Section 905 of the Business Corporation Law

47[illegible]

SAMUEL W. ALLEN, SLATE MACHINE & FLOOR

CHAMPION INTERNATIONAL CORPORATION

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JAN 31 1985
TAX $
AMT. OF CHECK $
FILING FEE $
COUNTY FEE $
COPY $
CERT $
REFUND $
SPEC. HANDLE $
BY

RECEIVED
JAN 31 9 AM '85

BILLED

FILED
JAN 31 1 31 PM '85

540002F
460006F
$20.00
1-2-85

MAINE
SECRETARY OF STATE
FILED
April 1, 1985
Deputy Secretary of State
AGENT

HANCOCK, SS REC'D MAY 21, 1985 at 8h. 50m. A.M. and entered by

B. Joanne Dority

REGISTER

State of New York
Department of State } ss:

Bk3017 Pg191 #1223
01-25-2001 @ 10:30a

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on JAN 17 2001

STATE OF NEW YORK
DEPARTMENT OF STATE
EXCELSIOR

Special Deputy Secretary of State

DOS-1266 (5/96)

HANCOCK COUNTY

F 001227000200

CSC 45

CERTIFICATE OF MERGER

OF

CHAMPION INTERNATIONAL CORPORATION

INTO

INTERNATIONAL PAPER COMPANY

UNDER SECTION 905 OF THE BUSINESS CORPORATION LAW

International Paper Company pursuant to the provisions of Section 905 of the Business Corporation Law of the State of New York, hereby certifies as follows.

1 The name of the constituent corporations to be merged are Champion International Corporation, a corporation of the State of New York, and International Paper Company , a corporation of the State of New York.

2 The name of the subsidiary corporation to be merged is Champion International Corporation, which was formed by consolidation on April 28, 1937 under the name United States Plywood Corporation.

3 The name of the surviving corporation is International Paper Company, the certificate of incorporation of which was filed on June 23, 1941 under the name International Paper and Power Corporation

4 The designation and number of outstanding shares of each class of the subsidiary corporation, all of which are owned by the surviving corporation, as set forth in the plan of merger, are as follows.

Name of Subsidiary	Designation and Number of Outstanding Shares
Champion International Corporation	100 common shares

5 The Board of Directors of the corporation named herein as the surviving corporation has adopted a plan of merger setting forth the terms and conditions of merging the corporation named herein as the subsidiary corporation into said surviving corporation.

PLANNED COUNTY

6. The effective date of the merger herein certified shall be the 31st day of December, 2000.

IN WITNESS WHEREOF, I have duly executed this Certificate and affirm that the statements contained herein are true under the penalties of perjury this 28th day of December, 2000.

INTERNATIONAL PAPER COMPANY

Name: William B. Lynn

Title: Senior Vice President

HANCOCK COUNTY

F 001227000200

12/31/00

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CERTIFICATE OF MERGER

OF

CHAMPION INTERNATIONAL CORPORATION

INTO

INTERNATIONAL PAPER COMPANY

Section 905 of the Business Corporation Law

DEC 27 10 42 AM '00

Filer: International Paper Co.
2 Manhattanville Road
Purchase, NY 10577
Cust. Ref#942479CST

DRAWDOWN

1-cc

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED DEC 27 2000
TAX $ 9.00
BY: New York

3

Ret: Warren Winslow
Augusta

001227000199

HANCOCK COUNTY

Bk3036 Pg212 #3299
03-14-2001 @ 09:42a

QUITCLAIM DEED WITH COVENANT *SEE BOOK 3853 PAGE 78*

INTERNATIONAL PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business in Augusta, County of Kennebec and State of Maine ("GRANTOR"), in consideration of a capital contribution in GRANTEE given grants to IP MAINE FORESTS L.L.C., a Delaware limited liability company having its principal office and mailing address at 9 Green Street, Augusta, ME 04330 ("GRANTEE"), with QUITCLAIM COVENANT, the land described as follows:

All of the fee lands, together with any reversionary rights to GRANTOR as a result of the merger effective December 31, 2000, between GRANTOR and Champion International Corporation (Champion) pursuant to existing timber cutting agreements, timber deeds, stumpage sales or similar agreements for the purchase and sale of standing timber and GRANTOR'S interest as a result of said merger in any existing leases and all appurtenances thereto (collectively, the "Timberlands") owned by GRANTOR as a result of said merger and which were prior to said merger owned by Champion and located in the County of Hancock and State of Maine. Such Timberlands are located in various towns, townships and plantations in said Hancock County, including without limitation Blue Hill, Ellsworth, Hancock, TWP 08 SD, Franklin, TWP 09 SD, TWP 10 SD, Bucksport, Mariaville, Waltham, Eastbrook, TWP 16 SD, Osborn, TWP 22MD, Amherst, Aurora, TWP 28 MD, TWP 32 MD, Great Pond PLT, TWP 34 MD, TWP 35 MD, TWP 39 MD, TWP 41 MD, and TWP 3 ND.

ARTICLE I

Section 1.1. The Timberlands are herein sold by GRANTOR and accepted by GRANTEE, subject to the following:

(1) all presently existing easements, rights of way, flowage rights, restrictions, reservations, exceptions, servitudes, cemeteries, campsites, hunting or other leases, licenses, permits and other undertakings or encumbrances of any kind or nature, whether acquired by grant, prescription or adverse possession, either of record or presently existing or affecting any of said lands;

(2) any presently existing conditions or state of facts which would be ascertained or revealed by an accurate survey and/or inspection of said lands, including, but not limited to, boundary line disputes, encroachments and adverse claims;

(3) all valid and existing cutting rights set forth in timber contracts affecting said lands heretofore entered into between GRANTOR and other parties;

(4) the lien for current ad valorem taxes, which shall be prorated as of the date of this conveyance and paid for by the parties;

(5) all prior adverse conveyances by the GRANTOR or its predecessors in title not specifically mentioned herein; and

ARTICLE II

Section 2.1. GRANTOR warrants and forever defends the title to the Timberlands to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under GRANTOR, except those matters set forth in ARTICLE I above.

ARTICLE III

Reference is made to Articles of Merger between International Paper Company and Champion International Corporation duly recorded in Hancock County Registry of Deeds, on January 25, 2001, in Book 3017, Page 191.

ARTICLE IV

Excepting and reserving from this conveyance the parcel or parcels of real estate and appurtenances thereto (the "Reserved Parcels") described in the Exhibit or Exhibits, if any, attached hereto and made a part hereof.

Also, excepting and reserving from such Reserved Parcels, any reversionary rights and interest in any existing leases and appurtenances thereto owned by GRANTOR prior to the merger between GRANTOR and Champion as referred to in the opening paragraph and in ARTICLE III of this deed.

ARTICLE V

Mineral reservation: There is hereby reserved to GRANTOR, its successors and assigns, and excepted from this conveyance, all the oil, gas associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, lignite, peat, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium and other fissionable materials, molybdenum, vanadium, titanium, ilmenite, rutile, leucoxene, zircon, gold, silver, bauxite, granite, limestone, bedrock of any kind or character, kaolin and other clays, sand, gravel, aggregate and other mined or quarried stone or rock materials, industrial minerals, geothermal energy and all other substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals or substances expressly mentioned above, presently owned by GRANTOR in, on or under any of the land conveyed by this Deed, and all executive rights and other rights to execute leases presently owned or held by GRANTOR with respect to the interests of any other parties in any or all said minerals, in or under any of the land conveyed by this Deed, together with full rights of ingress and egress and use of the surface by this Deed to the extent reasonably necessary for exploring, drilling, mining, developing, producing, removing, transporting and owning all of said minerals and mineral rights herein reserved to the GRANTOR; provided, further, however, this reservation of mineral rights shall not prohibit or restrict the GRANTEE from using "on-site" sand or gravel for the purposes of constructing and maintaining roads now existing or hereinafter constructed on the land conveyed by this Deed. Further, this reservation is subject to all outstanding oil, gas and other mineral and/or royalty rights and interests shown of record that affect the Timberlands.

IN WITNESS WHEREOF, the said GRANTOR has caused this deed to be executed by its duly authorized officer and its corporate seal affixed hereto as of the 12 day of March, 2001.

INTERNATIONAL PAPER COMPANY

By: Arthur W McGowen
Name: Arthur W. McGowen
Its: Vice President

SEAL

STATE OF GEORGIA
COUNTY OF CHATHAM

On the 12 day of March, 2001, personally appeared the above-named Arthur W. McGowen, as Vice President of International Paper Company and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said International Paper Company.

Before me,

Bettie M. Quattlebaum
Notary Public
Printed Name: BETTIE M. QUATTLEBAUM
Notary Public, Chatham County, GA
My Commission Expires November 30, 2003

SEAL

TAX COUNTY

EXHIBIT A

EXCEPTIONS TO DEED TO IP MAINE FORESTS L.L.C., BUCKSPORT, HANCOCK COUNTY, MAINE

Two certain lots or parcels of land situated in the Town of Bucksport, County of Hancock and State of Maine, the first being the Forest Resources Office Lot and Building at 12 Bagley Avenue and the second being the Forest Resources Bucksport Wood Yard, being bounded and described as follows, to wit:

First Parcel: Being the Forest Resources Office Lot and Building, situated at 12 Bagley Avenue in said Bucksport and being Lots 45 and 46 of the original Town Site Subdivision done by Maine Seaboard Paper Company and the building thereon situate.

Second Parcel: Being the Forest Resources Bucksport Wood Yard and being the same parcel of land conveyed to Champion International Corporation by Max L. Leavitt by deed dated May 15, 1995 and recorded in the Hancock County Registry of Deeds in Book 2389 at Page 324, and in that deed described as follows, to wit:

"Being a portion of lots 5, 6 and 7 in the First Range of lots in said town and also being approximately in the center of the above named three lots in an east-west plane and being bounded on the north by Lot 8 in the First Range now owned by Robert Nehus of Louisana, Missouri; on the east by land of Champion International Corporation, on the south by land of Melissa Chipman, Champion International Corporation and Faylene Dunbar; and on the west by land of Central Maine Power Company, being a 345 kw transmission line connecting Bangor Hydro-Electric Company at the Bucksport-Orrington town line and being further described as follows, to wit:-

Beginning at the southerly line of said Lot 8, First Range on the easterly side of the said Central Maine Power Company 345 kw transmission line at the remains of an old barbed wire fence; thence about S 74°-29' E a distance of about 911 feet along land of said Robert Nehus and the southerly line of said Lot 8 and the remains of an old barbed wire fence to an intersection in said fence line; thence about S 14-01'' W about 1025 feet along an old barbed wire and rail fence and land of Champion International Corporation to a corner in said fence line; thence about S 75°-51' E about 804 feet along an old barbed wire and rail fence and land of the said Champion International Corporation to a corner in said fence; thence about S 10°-37' W about 324 feet along the remains of an old barbed wire fence and land of said Champion International Corporation to a corner in said fence; thence about N 75°-51' W about 328 feet along an old barbed wire fence and land of said Champion International Corporation to a corner in said fence; thence about S 14°-01' W about 400 feet along an old barbed wire fence and along land of said Champion International Corporation to a spotted line painted yellow and land of Melissa Chipman on the northerly line of said Lot 5, First Range; thence about N 74°-28' W about 179 feet to an iron rod driven into the ground at the northwesterly corner of land of said Melissa Chipman and the northeasterly corner of land of said Champion International

Corporation; thence about N 76°-40' W about 1493 feet along a spotted line painted yellow and land of said Champion International Corporation to an iron rod driven into the ground; thence about S 11°-20' W about 581 __ along a spotted line painted yellow and land of said Champion International Corporation to land of Faylene Dunbar; thence about N 76°-40' W about 170 feet along land of said Faylene Dunbar to the easterly sideline of said Central Maine Power Company 345 kv transmission line; thence about N 24°-07' E about 2410 feet along the easterly sideline of said transmission line to the point of beginning, containing about 55 acres. Bearings are true bearings based on grid north and all bearings and distances are derived from Global Positioning System readings from a mapping grade receiver."

HANCOCK COUNTY

EXHIBIT B

EXCEPTION TO DEED TO IP MAINE FORESTS L.L.C., TOWNSHIP 22, M.D., HANCOCK COUNTY, MAINE

Certain lots or parcels of land with the improvements thereon situate in Township 22, M.D., Hancock County, Maine, and in the Town of Beddington, Washington County, Maine, more particularly bounded and described as follows:

FIRST PARCEL:

A certain lot or parcel of land with the improvements thereon situate in Township 22 M.D., Maine, more particularly bounded and described as follows:

beginning at a wood post scribed "Beddington / T22, 1977, St. Regis Paper Co" found on the northerly shore of Chalk Pond at the division line between Township 22 M.D. and the Town of Beddington, Maine, said division line being the county line between Hancock County and Washington County, Maine, said wood post located at Grid Coordinates NAD 83 Maine East Zone (N: 424876.90, E: 1093943.52)

thence **North 11°-50'-45" West** along the said county line, being the east line of said T22 M.D., a distance of **1520.4'** feet to a point marking its intersection with the southerly sideline of State Route 9;

thence **South 37°-39'-30" West**, along the southerly sideline of State Route 9, a distance of **284.8'** feet to a point of curvature in the road;

thence along the sideline of the road, following a curve to the left having a radius of **1859.9' feet**, a chord distance of **497.9'** feet, and a chord bearing of **South 29°-58'-00" West**, an arc distance of **499.4'** feet to a point of tangency in the road;

thence **South 22°-16'-15" West**, along the sideline of the road, a distance of **750.8'** feet to a point of curvature in the road;

thence along the sideline of the road, following a curve to the right having a radius of **1482.4'** feet, a chord distance of **244.3'** feet, and a chord bearing of **South 27°-00'-00" West**, an arc distance of **244.6'** feet to a point at the northeast corner of the "Chalk Pond Lot", so called, as referenced and excepted in deeds to St. Regis Paper Company recorded in Hancock County Registry of Deeds in Volume 711, Page 434, and in Volume 824, Page 319;

HANCOCK COUNTY

thence **South 9°-38'-30" East**, along the line of the said "Chalk Pond Lot", a distance of **18.1'** feet to an iron pipe found;

thence continuing **South 9°-38'-30" East** along said line a distance of **327.3'** feet to an iron rod found at an angle point in the line of the said "Chalk Pond Lot";

thence **North 77°-00'-00" East**, along the line of the "Chalk Pond Lot", a distance of **231.7'** feet to an iron rod found with identifying metal cap marked, in part, #675;

thence **South 11°-56'-45" East**, along the line of the "Chalk Pond Lot", a distance of **414.0'** feet to an iron rod found with identifying metal cap marked, in part, #676:

thence **North 78°-13'-30" East**, along the line of the "Chalk Pond Lot", a distance of **384.6'** feet to an iron rod found with identifying metal cap marked, in part, #677, at the westerly shore of Chalk Pond;

thence in a generally northerly direction, along the shore of Chalk Pond, a distance of **860'** feet, more or less, to the herein above referenced wood post found and the point of beginning, said wood post bearing **North 28°-48'-30" East** a distance of **796.5'** feet from the previous iron rod found with identifying cap #677, enclosing **31.8 acres**, more or less.

For source of title to the within described premises, reference may be had to Parcel 70 in a deed from TIME, INCORPORATED to St. Regis Paper Company, dated December 12, 1946, recorded in Volume 711, Page 434 at the Hancock County Registry of Deeds, and to Parcel 5 in a deed from Eastern Corporation to St. Regis Paper Company, dated September 2, 1950, recorded in Volume 824, Page 319 at the Hancock County Registry of Deeds.

The within described premises are subject to all existing rights, restrictions, and easements, both public and private, which may encumber the within described premises.

SECOND PARCEL:

A certain lot or parcel of land with the improvements thereon situate in the Town of Beddington, County of Washington, State of Maine, more particularly bounded and described as follows:

beginning at a wood post scribed " Beddington / T22, 1977, St. Regis Paper Co:" found on the northerly shore of Chalk Pond at the division line between Township 22 M.D. and the Town of Beddington, Maine, said division line being the county line between Hancock County and Washington County, Maine, said wood post located at Grid Coordinates NAD 83 Maine East Zone (N: 424876.90, E: 1093943.52)

thence in a general easterly direction, along the shore of said Chalk Pond and the shore of its inlet, a distance of **1470'** feet, more or less, to an iron rod set at the south west corner of a

Wetland Mitigation Area granted to the State of Maine by Champion International Corporation as said area is depicted on plans entitled, in part, "BD-1 Wetland Mitigation Site Beddington, Washington, County", dated March 1988, Department of Transportation File No. 15-271, said southwest corner being depicted on said plan as **Point Number 15**, said iron rod bearing **North 60°-47'-45" East** a distance of **1110.0'** feet from the previously identified wood post found;

thence **North 53°-31'-15" West**, along the line of land of said Wetland Mitigation Area, a distance of **648.9'** feet to an iron rod set at an angle point in the said line;

thence **North 15°-56'-15" East**, along the line of said Wetland Mitigation Area, a distance of **433.7'** feet to an angle point in the said line;

thence **North 30°-46'-15" West**, along the line of said Wetland Mitigation Area, a distance of **32.7'** feet to an angle point in the said line;

thence **North 4°-38'-15" West**, along the line of said Wetland Mitigation Area, a distance of **203.9'** feet to an angle point in the said line;

thence **North 9°-09'-30" East**, along the line of said Wetland Mitigation Area, a distance of **108.5'** feet to an angle point in the said line;

thence **South 88°-52'-00" East**, along the line of said Wetland Mitigation Area, a distance of **3.1'** feet to an angle point in the said line:

thence **North 75°-24'-00" East**, along the line of said Wetland Mitigation Area, a distance of **202.8'** feet to an angle point in the said line;

thence **North 60°-58'-00" East**, along the line of said Wetland Mitigation Area, a distance of **122.9'** feet to an angle point in the said line;

thence **North 23°-01'-15" East**, along the line of said Wetland Mitigation Area, a distance of **231.3'** feet to an angle point in the said line;

thence **North 37°-00'-00" East**, along the line of said Wetland Mitigation Area, a distance of **78.7'** feet to an iron rod set at the northeast corner of the said Wetland Mitigation AREA, said corner depicted as **Point Number 4** on the above referenced Maine Department of Transportation Plan;

thence **North 31°-00'-00" West** through land of Champion International Corporation a distance of **729.7'** feet to an iron rod set on the southerly sideline of State Route 9;

EXHIBIT COPY

thence **South 37°-39'-30" West**, along the southerly sideline of State Route 9, a distance of **1524.2'** feet to a point marking its intersection with the division line between the Town of Beddington and Township 22 M.D., at the Hancock-Washington County Line;

thence **South 11°-50'-45" East**, along said division line, being the west line of the Town of Beddington, a distance of **1520.4'** feet to a wood post found on the north shore of Chalk Pond, and the point of beginning, enclosing **48.4** acres, more or less.

For source of title to the within described SECOND PARCEL, reference may be had to Parcel 60 in a deed from TIME, INCORPORATED to St. Regis Paper Company, dated December 17, 1946, recorded in Volume 472, Page 150 at the Washington County Registry of Deeds;

The within described SECOND PARCEL is subject to a 30' foot wide right of way from State Route 9 to the Wetland Mitigation Area to be used jointly by the State of Maine, Department of Transportation, and Champion International Corporation for pond access as said right of way is depicted on the herein above referenced Maine Department of Transportation Plan, File No. 15-271.

The within described SECOND PARCEL is subject to the public rights to all that portion of "Old Route 9", as described in Hancock County Commissioners Records Volume 2, Page 242, which crosses or encumbers the within described premises.

The within described SECOND PARCEL is subject to all other existing rights , restrictions, and easements, both public and private, which encumber the within described premises.

Bearings referenced herein for FIRST PARCEL and SECOND PARCEL are oriented to GRID NORTH-NAD 83 MAINE EAST ZONE, and distances referenced herein are ground distances (to convert to GRID DISTANCE, apply a scale factor of .99990) as computed from a survey of the within described premises by Plisga & Day, Land Surveyors in December 2000

HANCOCK COUNTY

Ret:
(9) Pierce L.D.
77 Winthrop St.
Augusta
04330-3552

State of Delaware

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, 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:

"IP MAINE FORESTS L.L.C.", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "SP FORESTS L.L.C." UNDER THE NAME OF "SP FORESTS L.L.C.", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SIXTH DAY OF MARCH, A.D. 2001, AT 10 O'CLOCK A.M.

HANCOCK COUNTY

Harriet Smith Windsor, Secretary of State

3047690 8100M

010146378

AUTHENTICATION: 1044283

DATE: 03-26-01

CERTIFICATE OF MERGER

OF

IP MAINE FORESTS L.L.C.

WITH AND INTO

SP FORESTS L.L.C.

In accordance with Section 18-209(c) of the Delaware Limited Liability Company Act (the **"LLC Act"**), the undersigned limited liability company hereby adopts the following Certificate of Merger:

1. IP Maine Forests L.L.C., a Delaware limited liability company (**"IP Maine"**), is merging with and into SP Forests L.L.C., a Delaware limited liability company (**SP Forests"**) (IP Maine and SP Forests being collectively called the **"Merging Entities"**).

2. An Agreement of Merger has been approved and executed by each of the Merging Entities in accordance with Section 18-209(c)(2) of the LLC Act.

3. SP Forests shall be the surviving entity of the merger.

4. The Certificate of Formation of SP Forests shall be the Certificate of Formation of the Surviving Entity.

5. The executed Agreement of Merger is on file at an office of the Surviving Entity whose address is:

SP Forests L.L.C.
c/o International Paper Company
2 Manhattanville Road
Purchase, NY 10577
Attention: General Counsel

6. An executed copy of the Agreement and Plan of Merger will be furnished by the Surviving Entity, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any of the Merging Entities.

[signature pages follow]

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 03/26/2001
010146378 - 3047690

HANCOCK COUNTY

HANCOCK COUNTY

This Certificate of Merger shall become effective on March 26, 2001.

SP FORESTS L.L.C.

By: Robin Richerson
Title: Vice President

HANCOCK COUNTY

(3) Pierce L.O.
77 Winthrop St
A
318 04330-5552

SEE BOOK 4588 PAGE 26

NCS - 196622

QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

Know All Persons by These Presents, That

SP Forests, L.L.C., a Delaware limited liability company, having an address at 6400 Poplar Avenue, Memphis, Tennesse, 38197, for consideration paid, grant to CMP Bucksport LLC, a Delaware limited liability company, having an address at 9 W. 57th Street, New York, New York, 10019, Attention: Scott Kleinman, with **quitclaim covenant**, the premises in Bucksport and Orland, County of Hancock, State of Maine, described on the attached **EXHIBIT A**, together with (i) all of the Grantor's right, title and interest, in and to all improvements, buildings, structures and fixtures situated thereon or in anywise appertaining thereto (collectively, the "**Improvements**"), and (ii) all rights and appurtenances appertaining thereto (hereinafter collectively referred to as the "**Appurtenances**"), including, but not limited to:

MAINE REAL ESTATE TRANSFER TAX PAID

(a) All right, title and interest, if any, of the Grantor in and to any land in the bed of any street, road or avenue, open or proposed, in front of, or adjoining the premises;

(b) All right, title and interest, if any, of the Grantor in and to any rights of way or rights of ingress or egress on or to any land, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining the premises and any or all awards made or to be made in lieu thereof and in and to any unpaid awards for damages thereto by reason of a change of grade of any such highway, street, road or avenue;

(c) All right, title and interest, if any, of the Grantor in and to any easements serving the premises;

(d) All sewage treatment capacity, water capacity and other utility capacity allocated by any public or private utility to serve the premises and the Improvements; and

(e) Any reversionary rights attributable to the premises (the premises together with the Improvements and the Appurtenances are hereinafter collectively referred to as the "**Property**").

Subject to all matters of record.

WITNESS my hand and seal this 28th day of July, 2006.

Signed, Sealed and Delivered in presence of

SP FORESTS, L.L.C.

By: C. Cato Exley
Title: Vice President

Tennessee
STATE OF ~~NEW YORK~~)
) ss.
COUNTY OF Shelby)

On the 28th day of July in the year 2006, before me personally came C. Cato Exley, to me known, who, being by me duly sworn, did depose and say that ~~he~~/she is the Vice President of SP Forests, LLC, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.

V. Lynn Oberholtzer
Notary Public

V. LYNN OBERHOLTZER
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

My commission expires:
My Commission Expires August 25, 2009

619837.03-New York Server 4A - MSW

EXHIBIT A

LEGAL DESCRIPTION

Certain lots or parcels of land more particularly bounded and described in the following Exhibits and the Schedules attached thereto:

1. Exhibit A-1, Bucksport and Orland, Hancock County (Time, Incorporated deed, dated December 17, 1946, recorded in Book 711, Page 434);
2. Exhibit A-2, Bucksport and Orland, Hancock County (other deeds);
3. Exhibit A-3, Bucksport and Orland, Conveyances from Central Maine Power;
4. Exhibit A-4, Orland, Hancock County (Orland);
5. Exhibit A-5, Energy Plant Site

Exhibit A-1
Bucksport and Orland, Hancock County (Time, Incorporated deed, dated December 17, 1946, recorded in Book 711, Page 434)

So much of the property located in Bucksport and Orland, Hancock County, Maine, being parcels 1 through 40, inclusive, described in the deed from Time, Incorporated to St. Regis Paper Company, dated December 17, 1946, recorded in Book 711, Page 434 (the "Time deed"), more particularly bounded and described in Schedule A-1, attached hereto and hereby made a part hereof.

EXCEPTING from said Time deed so much of the premises conveyed by St. Regis Paper Company in the following deeds to:

1. Augustus P. Gregory, dated October 18, 1954, recorded in Book 766, Page 270, the description therein being attached hereto as Schedule A-2.

2. Inhabitants of the Town of Bucksport, dated August 16, 1955, in Book 769, Page 491, the description therein being attached hereto as Schedule A-3.

3. Laurence E. Alley and Cora E. Alley, dated December 31, 1956, recorded in Book 947, Page 26, being a portion of parcel 2 in said Time deed the description being attached hereto as Schedule A-7.

4. State of Maine, dated December 12, 1972, recorded in Book 1159, Page 489, the description therein being attached hereto as Schedule A-55.

5. Central Maine Power Company, dated October 9, 1974, recorded in Book 1201, Page 632, the description

therein being attached hereto as Schedule A-45 CMP.

6. Town of Bucksport, dated October 10, 1975, recorded in Book 1241, Page 277, the description therein being attached hereto as Schedule A-8.

7. Philip C. Seeking and Dorothy H. Seekins, dated March 19, 1976, recorded in Book 1254, Page 475, being a portion of parcel 2 in said Time deed the description being attached hereto as Schedule A-9.

8. The following lots: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 12-A, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 47, 48, 49, 50, 51, 52, 53, 55, 57, 58, 59, 62, 63, 64, depicted on the plan entitled HOUSING DEVELOPMENT OF ST. REGIS PAPER COMPANY, BUCKSPORT, MAINE, dated July 26, 1955, and recorded in Plan Book 7, Page 88, being conveyed by the following deeds:

a. Clarence E. Skillings and Carol N. Skillings, dated October 19, 1955, recorded in Book 769, Page 566, being Lot 29.

b. Bernard A. Bishop and Jennie M. Bishop, dated October 4, 1955, recorded in Book 769, Page 598, being Lot 31.

c. Joseph F. Dore and Margaret J. Dore, dated September 6, 1955, recorded in Book 772, Page 341, being Lot 34.

d. Leicester W. O'Connor and Mildred B. O'Connor, dated September 9, 1955, recorded in Book 772, Page 418, being Lot 4.

e. Marion J. Baker, dated September 2, 1955, recorded in Book 772, Page 517, being Lot 32.

f. Stephen A. Barry and Marvia P. Barry, dated September 16, 1955, recorded in Book 772, Page 542, being Lot 35.

g. Richard W. Estabrook and Elizabeth P. Estabrook, dated September 16, 1955, recorded in Book 772, Page 560, being Lot 50.

h. Alfred A. Swenson and Helena P. Swenson, dated September 16, 1955, recorded in Book 772, Page 568, being Lot 51.

i. Nelson Bourgon and Astrid V. Bourgon, dated September 26, 1955, recorded in Book 772, Page 576, being Lot 13.

j. Levite J. Chasse and Georgia G. Chasse, dated September 30, 1955, recorded in Book 772, Page 584, being Lot 15.

k. Mercerco W. Tymoczko and Yvonne M. Tymoczko, dated September 22, 1955, recorded in Book 772, Page 592, being Lot 10.

l. John D. Lawrence and Mary E. Lawrence, dated September 22, 1955, recorded in Book 774, Page 386, being Lot 52.

m. Arthur R. Grunwald and Annie P. Grunwald, dated September 26, 1955, recorded in Book 774, Page 449, being Lot 49.

n. Stanley P. Fairweather and Marguerite D. Fairweather, dated September 26, 1955, recorded in Book 774, Page 460, being Lot 36.

o. Preston E. Robinson and Algie K. Robinson, dated September 19, 1955, recorded in Book 774, Page 476, being Lots 58 and 63.

p. Charles H. Tracy and Marian D. Tracy, dated September 26, 1955, recorded in Book 774, Page 544, being Lot 20.

q. Norman L. Danforth and Sadie S. Danforth, dated October 21, 1955, recorded in Book 774, Page 571, being Lot 24.

r. Paul P. Bires and Grace O. Bires, dated September 22, 1955, recorded in Book 777, Page 82, being Lot 3.

s. Frederick N. Sprague and Alena W. Sprague, dated September 22, 1955, recorded in Book 777, Page 130, being Lot 9.

t. George E. Bemis and Frances D. Bemis, dated October 21, 1955, recorded in Book 777, Page 244, being Lot 16.

u. William B. Hall and Gertrude W. Hall, dated September 19, 1955, recorded in Book 777, Page 303, being Lot 6.

v. Edward R. Taylor and Myrtle G. Taylor, dated October 28, 1955, recorded in Book 777, Page 312, being Lot 26.

w. Eldon L. Robinson and Villeroy E. Robinson, dated October 21, 1955, recorded in Book 777, Page 314, being Lot 21.

x. Matthew A. Rosebush, dated December 5, 1955, recorded in Book 777, Page 455, being Lot 27.

y. James O. Bedell and Madeline K. Bedell, dated September 16, 1955, recorded in Book 778, Page 105, being Lot 11.

z. Adam Simpson and Lela M. Simpson, dated September 26, 1955, recorded in Book 778, Page 114, being Lot 28.

aa. Wendell M. Oak and Antoinette P. Oak, dated September 26, 1955, recorded in Book 778, Page 231, being Lot 17.

bb. Robert A. Pinkham and Lillian E. Pinkham, dated September 22, 1955, recorded in Book 778, Page 239, being Lots 57 and 62.

cc. Gerald E. Jellison and Gertrude A. Jellison, dated September 16, 1955, recorded in Book 778, Page 265, being Lot 22.

dd. Linwood C. Upton and Anita H. Upton, dated October 28, 1955, recorded in Book 778, Page 314, being Lot 7.

ee. Oliva G. Jacques and Helen M. Jacques, dated October 21, 1955, recorded in Book 778, Page 437, being Lot 18.

ff. Harold S. Chase and Ruth H. Chase, dated September 16, 1955, recorded in Book 779, Page 3, being Lot 55.

gg. Leroy A Stairs and Evangeline F. Stairs, dated September 9, 1955, recorded in Book 779, Page 74, being Lot 59.

hh. George H. Winter and Gertrude S. Winter, dated September 26, 1955, recorded in Book 779, Page 77, being Lot 14.

ii. Harold M. Salisbury and Teresa S. Salisbury, dated September 26, 1955, recorded in Book 779, Page 85, being Lot 48.

jj. Paul Nolan and Gertrude Nolan, dated October 21, 1955, recorded in Book 779, Page 93, being Lot 53.

kk. Dana S. Swazey and Anne Swazey, dated September 22, 1955, recorded in Book 779, Page 109, being Lot 8.

ll. Walter J. Thomas and Barbara A. Thomas, dated October 28, 1955, recorded in Book 779, Page 498, being Lot 12-A depicted on said plan recorded in Plan Book 7, Page 88.

mm. Perley C. LeClair and Kathleen M. LeClair, dated November 1, 1955, recorded in Book 779, Page 512, being Lot 33.

nn. Stephen G. Lydick and Goldie H. Lydick, dated December 5, 1955, recorded in Book 779, Page 556, being Lot 19.

oo. Roy S. Bagley and Gladys M. Bagley, dated October 28, 1955, recorded in Book 780, Page 166, being Lot 12.

pp. Richard M. Maley and Margaret E. Maley, dated November 17, 1955, recorded in Book 780, Page 346,

being Lot 5.

qq. Donald B. Smith and Ivy E. Smith, dated November 17, 1955, recorded in Book 781, Page 79, being Lot 25.

rr. Joseph H. Shean and Delores W. Shean , dated December 5, 1955, recorded in Book 781, Page156, being Lot 30.

ss. Patrick H. Carrier and Alberta V. Carrier, dated January 25, 1956, recorded in Book 781, Page 331, being Lot 23.

tt. Stephen A. Barry and Marvia P. Barry, dated January 4, 1957, recorded in Book 803, Page 200, being Lot 64.

uu. Lloyd W. Burr and Eleanor H. Burr, dated October 31, 1960, recorded in Book 891, Page 122, being Lot 47.

Further EXCEPTING from said Time deed so much of the property located in said Bucksport and Orland described in the following:

1. Deed from St. Regis Corporation to Henry P. Herrick and Cynthia J. Herrick, dated September 12, 1984, recorded in Book 1514, Page 7, being a portion of parcel 1 in said Time deed the description being attached hereto as Schedule A-10.

2. Deed from Champion International Corporation to the State of Maine, dated, February 14, 1995, recorded in Book 2382, Page 240, the description therein being attached as Schedule A-56.

3. Deed from Champion International Corporation to Inhabitants of the Town of Bucksport, dated March 22, 1999, recorded in Book 2830, Page 592, the description therein being attached hereto as Schedule A-11.

INCLUDING so much of the property located in said Bucksport and Orland described in the following deeds to St. Regis Paper Company:

1. Deed from Randolph W. Spain and Inez L. Spain, dated August 15, 1972, recorded in Book 1149, Page 463, being Lot 41 depicted on said plan recorded in Plan Book 7, Page 88.

2. Deed from Bobbi M. Tower et al, dated February 28, 1979, recorded in Book 1345, Page 546, being Lot 42 depicted on said plan recorded in Plan Book 7, Page 88.

3. Deed from Seaboard Federal Credit Union, dated May 24, 1990, recorded in Book 1810, Page 474, being Lot 43 depicted on said plan recorded in Plan Book 7, Page 88.

Exhibit A-2
Bucksport and Orland, Hancock County (other deeds)

So much of the property located in Bucksport and Orland, Hancock County, Maine, described in the following deeds to St. Regis Paper Company:

1. Silver Lake Cemetery Corporation, dated, September 18, 1957, recorded in Book 804, Page 447, the description therein being attached hereto as Schedule A-12.

2. Helen P. Chipman, dated July 31, 1959, recorded in Book 844, Page 484, the description therein being attached hereto as Schedule A-13.

3. Albert D. Swazey, dated January 11, 1965, in Book 976, Page 161, the description therein being attached hereto as Schedule A-15, EXCEPTING from the premises conveyed by said Swazey deed so much of the premises conveyed by Champion International Corporation in the following deeds to:

a. David Adams, dated October 30, 1987, recorded in Book 1676, Page 13, the description therein being attached hereto as Schedule A-16.

b. William G. O'Donnell and Sheila D. O'Donnell, dated November 29, 1993, recorded in Book 2188, Page 165, the description therein being attached hereto as Schedule A-17.

c. William G. O'Donnell and Sheila D. O'Donnell, dated August 4, 1994, recorded in Book 2299, Page 99, the description therein being attached hereto as Schedule A-18.

d. Robert Wardwell & Sons, Inc., date August 23, 1995, recorded in Book 2431, Page 274, the description therein being attached hereto as Schedule A-19.

e. Bangor Hydro-Electric Company, dated November 12, 1998, recorded in Book 2794, Page 351, the description therein being attached hereto as Schedule A-20.

4. Edwin S. Lowell, dated November 18, 1974, recorded in Book 1204, Page 291, the description therein being attached hereto as Schedule A-21.

5. Mary E. Lowell, dated September 19, 1975, recorded in Book 1235, Page 219, the description therein being attached hereto as Schedule A-22.

6. Philip C. Seekins and Dorothy H. Seekins, dated March 24, 1976, recorded in Book 1254, Page 477, the description therein being attached hereto as Schedule A-23.

7. Deed from Webber Tanks, Inc., dated July 30, 1979, recorded August 2, 1979, in Book 1356, Page 225, the description being attached hereto as Schedule A-36.

8. Bentley L. Barbour, dated January 4, 1980, recorded in Book 1369, Page 28, the description therein being attached hereto as Schedule A-24.

9. Deed from Maine Central Railroad Company, dated January 15, 1980, recorded in Book 1369, Page 208, the description being attached hereto as Schedule A-38.

10. Alice M. Barbour et al, dated September 28, 1982, recorded in 1446, Page 487, being a one-half (1/2) in common and undivided interest in and to a certain lot or parcel of land located in said Bucksport, being a portion of the southerly half of Lot No. Sixty (60) Range Four (4) and all of said lot owned by Neil Boyle at the time of his decease. Being a portion of the premises conveyed by Julia Ann Smith to Bently L. Barbour by deed dated January 16, 1945, recorded in Book 695, Page 569.

So much of the property located in Bucksport and Orland, Hancock County, Maine, described in the following deeds to St. Regis Corporation:

1. Roland Wessels and Gisa Wessels, dated June 14, 1984, recorded in Book 1501, Page 374, more particularly bounded and described as follows:

"Beginning on the fifth range line between the fifth and short range at the corner of lots number on hundred and sixty four and one hundred and sixty five short range; running thence on said range line North 55 east forty four rods to the center of said lot No 165; thence North 34 west parallel with the side lines of said lot forty rods more or less to the westerly winter road leading from McCurdy's to Buck's Pond, on the line agreed on between Edmund Williams and Isaac Small the former owner; thence South 55 West to the lie between numbers 164 and 165; thence Easterly on the line between said Lots No. 164 and 165 to the place of beginning meaning hereby to convey all the lot conveyed by Isaac Small to Bryant Kench and James Wilson by deed dated December 30, 1868, and by Jas. E. Wilson by deed dated July 18, 1872, to me. Meaning and intending to convey the same premises described in a July 29, 1939 Quitcliam Deed from Winslow F. Quimby and Isaac Quimby to Ernest Coal and Lelia Cole recorded in Book 670, Page 403."

2. Michael S. Lehfeldt et al, dated August 6, 1984, recorded in Book 1508, Page 264, the description therein being attached hereto as Schedule A-25.

3. Stanwood C. Tingley et al, dated July 31, 1984, recorded in Book 1508, Page 273, the description therein being attached hereto as Schedule A-26.

So much of the property located in Bucksport and Orland, Hancock County, Maine, described in the following deeds to Champion International Corporation:

1. Michael S. Lehfeldt and Elizabeth S. Lehfeldt, dated October 7, 1985, recorded in Book 1555, Page 639, the description therein being attached hereto as Schedule A-27.

2. Frank J. Boyle, dated November 3, 1987, recorded in Book 1669, Page 582, the description therein being attached hereto as Schedule A-28.

3. Roland Wessels and Gisa Wessels, dated September 17, 1988, recorded in Book 1716, Page 407, the description therein being attached hereto as Schedule A-29.

4. Robert S. Bergold, dated March 28, 1995, recorded in Book 2373, Page 137, being more particularly bounded and described as follows:

Beginning at the northwest corner of the lot now or formerly known as the Swazey Long Pond Mill lot; thence running north thirty-two and one-half degrees west, eighty-eight rods, to a stake and stone; thence north fifty-seven and one-half degrees east, forty-two rods to stake and stone; thence south thirty-two and one-half degrees east, sixty-six rods, to the Pond; thence southerly by the shore of the Pond to the point begun at; said lot containing twenty acres and ninety-four rods, more or less.

5. Max L. Leavitt, dated May 15, 1995, recorded in Book 2389, Page 324, the description therein being attached as Schedule A-100.

6. Byron F. Vinton III and Linda L. Vinton, dated May 30, 1996, recorded in Book 2567, Page 138, being more particularly bounded and described as follows:

A certain lot or parcel of land with the buildings thereon situated in said Bucksport on the easterly side of the State Highway leading from Bucksport to Bangor and being part of the old Huzzy farm, so-called, bounded and described as follows: Beginning at a point on the easterly sideline of said State Highway which is the point of intersection of said easterly sideline of said State Highway and the northerly sideline of a road forty (40) feet in width leading through said old Huzzy farm, so-called; thence running South eight-five degrees East (S 85° E) by the northerly sideline of said forty-foot road, a distance of three hundred forty-one (341) feet to a two inch (2") pipe; thence running North twelve degrees and fifteen minutes east (N 12° 15' E) a distance of four hundred sixty (460) feet, more or less, to a two inch (2") pipe; thence running South sixty-two degrees and forty-five minutes West (S 62° 45' W) a distance of four hundred ninety-two (492) feet, more or less, to a two inch (2') iron pipe on the easterly sideline of said State Highway; thence southerly along said State Highway, a distance of one hundred eighty-five (185) feet, more or less, to the point of beginning, containing two and nine tenths (2.9) acres, more or less. EXCEPTING the premises conveyed by Laurence E. Alley and Cora E. Alley to Central Maine Power Company by deed dated December 17, 1963, and recorded in Book 950, Page 30.

7. Faylene R. Dunbar, dated July 29, 1996, recorded in Book 2567, Page 141, being more particularly bounded and described as follows:

A certain lot or parcel of land together with any buildings thereon, situated in Bucksport, Hancock County, Maine bounded and described as follows: Easterly by land formerly of James Patterson; westerly by the county road leading from Bucksport to Bangor; northerly by land now or formerly of the heirs of William Lewis and or their grantees; southerly by an alley way and containing seventeen acres, more or less. This lot is the same as conveyed by Kenneth L. Meade and Charles Frederick Wentworth to Morgan Leach by deed dated October 27, 1947 and recorded in Book 718, Page 406. EXCEPTING the parcel conveyed in Book 1016, Pages 36 and 39.

8. Philip C. Seekins, dated July 29, 1996, recorded in Book 2567, Page 143, the description therein being attached hereto as Schedule A-30.

9. Melissa Chipman, dated December 8, 1998, recorded in Book 2791, Page 438, more particularly bounded and described as follows:

A certain lot or parcel of land, with the improvements thereon, situated in said Bucksport: Beginning at an iron rod at the northeasterly corner of property of this Grantee as described in deed recoded in Book 1669, Page 582;

thence along the easterly line of said Champion property, South 29° 47' 0" West, 882.3 feet to an iron rod set on the northerly line of property described as Parcel Two in a deed to St. Regis Paper Company recorded in the Hancock County Registry of Deeds, Book 711, Page 34; thence along the northerly line of St. Regis land, South 58° 53' 30" East, 291.1 feet to an iron rod set at the northeasterly corner of St. Regis Parcel Two; thence North 11° 39' 30" East along other land if this Grantor, 935.4 feet to an iron rod, the place of beginning. The above-described parcel contains 2.95 acres. For reference see deed form Sutherland, recoded in Book 1334, Page 207. The above-described parcel is a triangular shaped lot and is a portion of the property described in the Sutherland deed.

10. Dale Leavitt and Berley L. Leavitt, dated May 19, 1995, recorded in Book 2834, Page 93, the description therein being attached hereto as Schedule A-31.

11. Cecilio H. Juntra, dated February 23, 1996, recorded in Book 2501, Page 92, the description therein being attached hereto as Schedule A-49.

So much of the property located in Bucksport and Orland, Hancock County, Maine, described in the following deeds to International Paper Corporation:

1. Webber Tanks, Inc., dated June 22, 2001, recorded in Book 3108, Page 305, the description being attached in Schedule A-35 Webber Tanks.

EXCEPTING so much of the premises conveyed by the following:

1. Deed from St. Regis Paper Company to Central Maine Power, dated April 30, 1962, recorded in Book 908, Page 113, the description therein being attached hereto as Schedule A-43.

2. Deed from St. Regis Corporation to Webber Tanks, Inc., dated March 16, 1984, recorded in Book 1493, Page 138, the description being attached hereto as Schedule A-37.

3. Deed from Champion International Corporation to Seaboard Federal Credit Union, dated November 5, 1987, recorded in Book 1669, Page 585, the description therein being attached hereto as Schedule A-32.

4. Deed from Champion International Corporation to the State of Maine, dated, February 14, 1995, recorded in Book 2382, Page 240, the description therein being attached as Schedule A-56.

5. Deed from Champion International Corporation to Central Maine Power Company, dated May 2, 2000, recorded in Book 2919, Page 347, the description therein being attached hereto as Schedule A-48 CMP.

6. Deed from Maine Seaboard Paper Company to the Roman Catholic Bishop of Portland, dated November 8, 1932, recorded in Book 3056, Page 133, the description therein being attached hereto as Schedule A-33.

7. Deed from SP Forests LLC to Gary Pomeroy Logging, Inc., recorded on November 21, 2001, in Book 3195, Page 28, the description therein being attached hereto as Schedule A-57.

8. Deed from International Paper Company to Roman Catholic Bishop of Portland, dated January 15, 2002, recorded in Book 3366, Page 235, the description therein being attached hereto as Schedule A-34 (release deed).

9. Deed from SP Forests, LLC to Gary M. Pomeroy Logging, Inc., and David Woodhead, dated October 24, 2002, recorded in Book 3462, Page 73, the description therein being attached hereto as Schedule A-39.

10. Deed from International Paper Company to Gary M. Pomeroy Logging, Inc., and David Woodhead, dated October 24, 2002, recorded in Book 3462, Page 83, the description therein being attached hereto as Schedule A-39 (mineral interest).

11. Deed from SP Forests, LLC to Alice M. Grant and David J. Grant, dated May 1, 2003, recorded in Book 3606, Page 307, the description therein being attached hereto as Schedule A-40.

12. Deed from International Paper Company to Alice M. Grant and David J. Grant, dated May 1, 2003, recorded in Book 3606, Page 310, the description therein being attached hereto as Schedule A-40 (mineral interest).

13. Deed from SP Forests LLC to Gary Pomeroy Logging, Inc., recorded on August 4, 2003, in Book 3690, Page 41, the description therein being attached hereto as Schedule A-58.

14. Deed from International Paper Company to Gary M. Pomeroy Logging Inc., and David A. Woodhead, dated December 30, 2003, recorded in Book 3853, Page 78, more particularly described above (mineral interest).

15. Deed from SP Forests, LLC to the Inhabitants of the Town of Bucksport, dated October 7, 2005, recorded in Book 4324, Page 1, the description therein being attached hereto as Schedule A-41.

16. Deed from International Paper Company to the Inhabitants of the Town of Bucksport, dated October 7, 2005, recorded in Book 4324, Page 5, the description therein being attached hereto as Schedule A-41 (mineral interest).

Exhibit A-3 Conveyances from Central Maine Power
Bucksport and Orland, Hancock County (Central Maine Power)

So much of the premises located in Bucksport and Orland, Hancock County, Maine, described in the following deeds from Central Maine Power Company to:

1. St. Regis Paper Company, dated April 20, 1962, recorded May 10, 1962, in Book 907, Page 485, the description therein being attached hereto as Exhibit A Schedule A-42 CMP.

2. St. Regis Paper Company, dated March 15, 1965, recorded in Book 979, Page 129, the description therein being attached hereto as Exhibit A Schedule A-44 CMP.

3. St. Regis Paper Company, dated October 11, 1974, recorded in Book 1201, Page 634, the description therein being attached hereto as Exhibit A Schedule A-46 CMP.

4. Champion International Corporation, dated April 3, 1990, recorded in Book 1806, Page 292, the description therein being attached hereto as Exhibit A Schedule A-47 CMP.

Exhibit A-4 Orland
Orland, Hancock County

Those certain flowage rights and easements located in Orland, Hancock County, Maine, described in the following deeds to St. Regis Paper Company:

1. Joseph E. Soper, dated July 26, 1952, recorded in Book 747, Page 300, the description therein being attached hereto as Schedule A-60 Orland.

2. Everett P. Wilder, dated July 21, 1952, recorded in Book 747, Page 301, the description therein being attached hereto as Schedule A-61 Orland.

3. Owen L. Gray, dated August 10, 1952, recorded in Book 747, Page 302, the description therein being attached hereto as Schedule A-62 Orland.

4. Hazel E. Woodworth and Edna B. Woodworth, dated August 12, 1952, recorded in Book 747, Page 303, the description therein being attached hereto as Schedule A-63 Orland.

5. Arthur G. Dunbar, dated July 21, 1952, recorded in Book 747, Page 304, the description therein being attached hereto as Schedule A-64 Orland.

6. Stephen A. Barry and Marvia P. Barry, dated July 23, 1952, recorded in Book 747, Page 305, the description therein being attached hereto as Schedule A-65 Orland.

7. Charlton P. Stubbs and Pearl D. Stubbs, dated July 30, 1952, recorded in Book 747, Page 306, the description therein being attached hereto as Schedule A-66 Orland.

8. Herbert M. Soper and Mildred B. Soper, dated July 23, 1952, recorded in Book 747, Page 307, the description therein being attached hereto as Schedule A-67 Orland.

9. Robert B. Randall, dated August 18, 1951, recorded in Book 749, Page 100, the description therein being attached hereto as Schedule A-68 Orland.

10. Edith O. Tunison, dated September 5, 1951, recorded in Book 749, Page 102, the description therein being attached hereto as Schedule A-69 Orland.

11. Vivian V. Rockwood Hine, dated August 23, 1951, recorded in Book 749, Page 103, the description therein

being attached hereto as Schedule A-70 Orland.

12. Stella G. Streeter, dated August 31, 1951, recorded in Book 749, Page 104, the description therein being attached hereto as Schedule A-71 Orland.

13. Nathan P. Walton, Jr., and Josephine R. Walton, dated August 18, 1951, recorded in Book 749, Page 105, the description therein being attached hereto as Schedule A-72 Orland.

14. Sarah S. Bauman, dated August 18, 1951, recorded in Book 749, Page 106, the description therein being attached hereto as Schedule A-73 Orland.

15. Central Maine Power Company, dated April 2, 1952, recorded in Book 749, Page 107, the description therein being attached hereto as Schedule A-74 Orland.

16. Richard W. Estabrook and Elizabeth P. Estabrook, dated August 18, 1951, recorded in Book 749, Page 108, the description therein being attached hereto as Schedule A-75 Orland.

17. Harold S. Chase, dated August 18, 1951, recorded in Book 749, Page 109, the description therein being attached hereto as Schedule A-76 Orland.

18. Walter S. Jones, dated August 18, 1951, recorded in Book 749, Page 110, the description therein being attached hereto as Schedule A-77 Orland.

19. Ernest E. Baker and Agnes M. Baker, dated August 18, 1951, recorded in Book 749, Page 111, the description therein being attached hereto as Schedule A-78 Orland.

20. Ann R. Breen, dated August 18, 1951, recorded in Book 749, Page 112, the description therein being attached hereto as Schedule A-79 Orland.

21. Ella E. Page, dated September 14, 1951, recorded in Book 749, Page 113, the description therein being attached hereto as Schedule A-80 Orland.

22. Jessie N. Blodgett, dated August 21, 1951, recorded in Book 749, Page 114, the description therein being attached hereto as Schedule A-81 Orland.

23. Leslie E. Little, dated August 17, 1951, recorded in Book 749, Page 115, the description therein being attached hereto as Schedule A-82 Orland.

24. Cynthia H. Sumner, dated August 31, 1951, recorded in Book 749, Page 116, the description therein being attached hereto as Schedule A-83 Orland.

25. Granville H. Doughty, dated August 23, 1951, recorded in Book 749, Page 125, the description therein being attached hereto as Schedule A-84 Orland.

26. George D. Bearce, dated July 18, 1952, recorded in Book 749, Page 201, the description therein being attached hereto as Schedule A-85 Orland.

27. J. Albert Giard and Blanche E. Giard, dated August 14, 1952, recorded in Book 751, Page 122, the description therein being attached hereto as Schedule A-86 Orland.

28. Doris L. Nowland and Stella G. Streeter, dated September 11, 1952, recorded in Book 751, Page 123, the description therein being attached hereto as Schedule A-87 Orland.

29. Gertrude M. Emery, dated August 12, 1952, recorded in Book 751, Page 124, the description therein being attached hereto as Schedule A-88 Orland.

30. Owen L. Gray, dated September 7, 1957, recorded in Book 802, Page 584, the description therein being attached hereto as Schedule A-89 Orland.

31. Vera F. Roberts and Reginald V. Roberts, dated September 26, 1957, recorded in Book 806, Page 78, the description therein being attached hereto as Schedule A-90 Orland.

32. Joseph T. Stockbridge, Jr., dated November 13, 1957, recorded in Book 807, Page 485, the description therein being attached hereto as Schedule A-91 Orland.

33. Robert W. Baker, dated November 13, 1957, recorded in Book 807, Page 487, the description therein being attached hereto as Schedule A-92 Orland.

34. Helen C. Lynch, dated November 25, 1957, recorded in Book 808, Page 7, the description therein being attached hereto as Schedule A-93 Orland.

35. Lucile K. Buck and Clarinda D. Buck, dated April 21, 1958, recorded in Book 815, Page 334, the description therein being attached hereto as Schedule A-94 Orland.

36. Henry G. Saumsiegle and Alice L. Saumsiegle, dated June 25, 1958, recorded in Book 820, Page 177, the description therein being attached hereto as Schedule A-95 Orland.

37. E. L. Goodwin, dated April 23, 1958, recorded in Book 820, Page 260, the description therein being attached hereto as Schedule A-96 Orland.

38. Winston C. Ferris, dated December 10, 1960, recorded in Book 877, Page 234, the description therein being attached hereto as Schedule A-97 Orland.

INCLUDING so much of the premises conveyed to St. Regis Paper Company by the following deeds:

1. Central Maine Power Company, dated March 15, 1965, recorded in Book 979, Page 144, the description therein being attached hereto as Schedule A-98 Orland.

EXCEPTING so much of the premises described in the following instruments:

1. Judgment, Barbara Y. Dorr Black v. St. Regis Paper Company, Hancock County Superior Court Docket No. 3301, dated September 24, 1970, recorded in Book 1105, Page 317, the description therein being attached hereto as Schedule A-99 Orland.

2. Notice of Layout and Taking, State of Maine Department of Transportation, dated May 21, 2003, recorded in Book 3631, Page 341.

Exhibit A-5 Energy Plant site
Bucksport, Hancock County (Energy Plant site)

So much of the property located in Bucksport, Hancock County, Maine, described in Schedule A-50 Energy Plant attached hereto.

SCHEDULE A-1

[redacted] the real estate and interests in real estate in Hancock County, State of Maine, acquired as aforesaid, whether or not included in the following described property:

MILL SITE IN BUCKSPORT

1. A certain lot or parcel of land with the mill, wharves and all other buildings and structures thereon, together with all machines, engines, machinery and appliances affixed thereto, situated in Bucksport, in the County of Hancock and State of Maine, and bounded and described as follows:

Beginning at a point on the Westerly line of land formerly of John Hall, now of the grantor and known as the Colby-Homer Wharf property, at the most Southerly corner of certain land of Eastern Maine Railway Company; thence Southwesterly by said Westerly line of said Hall property Two Hundred Forty (240) feet to the Penobscot River and low water line, said Westerly line of said Hall property being parallel with and about twenty (20) feet Westerly from the wharf on said property; thence Westerly by the low water line of said Penobscot River about One Hundred (100) feet to the wharf structure formerly of said Eastern Maine Railway Co., now of said grantor; thence Southerly by said wharf structure about Two Hundred Twenty (220) feet to a corner thereof; thence Westerly by said wharf structure about One Hundred Sixty (160) feet to a second corner thereof; thence Northerly by said wharf structure about Two Hundred Forty (240) feet to low water line; thence Westerly, Southwesterly, Westerly and Northerly by said low water line to the dividing line, or an extension thereof, between the land conveyed to Maine Seaboard Paper Company by Warranty Deed of Elizabeth A. Brewster et al. dated January 11, 1930 and recorded in Hancock Registry of Deeds, Book 628, Page 441, and land reputed to be owned by the Maine Coal and Dock Company; thence Southeasterly on said dividing line to the right of way of the Eastern Maine Railway Company; thence Southerly by said right of way to the Northerly side line of land conveyed to Maine Seaboard Paper Company by Warranty Deed of W. L. Huzzy dated January 4, 1930 and recorded in said Registry in Book 629, Page 86; thence Southeasterly by the Northerly side line of said land so conveyed by Huzzy and across said Railroad right of way to the road running from Bucksport to Bangor; thence in a general Southerly direction by said road as re-located to an extension in a Northeasterly direction of the Southeasterly boundary line of the parcel of land conveyed to Maine Seaboard Paper Company by deed of Alice M. Norris, Guardian of Harold Norris, dated February 17, 1930 and recorded in said Registry in Book 628, Page 442; thence Southwesterly by said extension and by said Southeasterly boundary line of said land formerly of Norris and continuing on the same course across the right of way of the Eastern Maine Railway Company to the Northeasterly side line of land conveyed by said Eastern Maine Railway Company to said Maine Seaboard Paper Company; thence in a general Southeasterly direction by land of said Eastern Maine Railway Company to the point of beginning.

Excepting and reserving, however, the right of way of said Eastern Maine Railway Company but including in this conveyance all rights of reversion which the said grantor has or may have in and to the same or any part thereof.

Also excepting and reserving the two certain lots located on the Westerly side of said Railroad right of way which were conveyed by Maine Seaboard Paper Company to Eastern Maine Railway Company by deed dated April 18, 1930 and recorded in said Registry in Book 629, Page 218, in which deed said parcels were described as follows:

"Parcel number one is bounded northerly by land formerly of Melvin H. Harrimah; easterly by the railroad right of way; southerly by land formerly of Mahlon W. Emerson; westerly by the easterly line of the old river road."

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"Parcel number two is triangular in form and bounded

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northeasterly by the Bucksport Branch of the Maine Central Railroad, southerly by land formerly of Bert H. Bennett; northwesterly by the easterly line of the old river road leading from Bucksport to Bangor past the Frank Meade place."

Also excepting and reserving the lots of land with the power sub-station and transmission line towers located thereon and the pole line rights of way, all of which were conveyed by Maine Seaboard Paper Company to Central Maine Power

Company by deed dated July 12, 1932 and recorded in said Registry of Deeds in Book 640, Page 464, to which deed reference may be had for a more particular description, but hereby conveying all the rights and easements reserved in said deed; and also excepting and reserving the lots of land with the buildings thereon, party wall rights, easements and other rights and privileges all of which were conveyed by Maine Seaboard Paper Company to the Central Maine Power Company by indenture dated December 27, 1939 and recorded in said Registry of Deeds, Book 670, Page 538, but hereby conveying all of the rights and easements reserved in said indenture, and granted to said Maine Seaboard Paper Company therein, but including and hereby conveying the portion of said premises which were reconveyed by said Central Maine Power Company to said Maine Seaboard Paper Company by deed dated September 25, 1940 and recorded in said Registry of Deeds in Book 680, Page 359, subject to the rights and easements reserved in said deed, and also including and hereby conveying the portions of said premises, rights and easements which were reconveyed by said Central Maine Power Company to said Maine Seaboard Paper Company by indenture dated October 31, 1945 and recorded in said Registry of Deeds in Book 704, Page 165, subject to the rights and privileges conveyed by said Maine Seaboard Paper Company to said Central Maine Power Company by said indenture recorded in said Registry of Deeds in Book 704, Page 165.

Also excepting the lot of land conveyed by Maine Seaboard Paper Company to Central Maine Power Company by deed dated September 25, 1940 and recorded in said Registry of Deeds in Book 680, Page 359.

The above described premises are conveyed subject, however, to the rights granted by Parker Spofford to the New England Telephone and Telegraph Company by deed dated October 18, 1910 and recorded in said Registry in Book 474, Page 311, as modified by agreement and release between the Maine Seaboard Paper Company and New England Telephone and Telegraph Company, dated January 1, 1931 and recorded in said Registry of Deeds in Book 637, Page 512.

2. Also a certain lot or parcel of land with the buildings thereon situated in said Bucksport on the Easterly side of the road leading from Bucksport to Bangor and bounded and described as follows: Northerly by land of Joseph G. Brewster and parties unknown and by an allowance way for a town way; Easterly by land of Nyada Colby; Southerly by land of Evvie L. Lowell; Westerly by the said Road leading from Bucksport to Bangor, being part of the same premises which were conveyed to Maine Seaboard Paper Company by W. L. Ruzzy by his deed dated January 4, 1930 and recorded in said Registry in Book 629, Page 86.

3. Also another certain lot or parcel of land with the buildings thereon situated in said Bucksport on the Northeasterly side of the New road leading to Bangor and bounded and described as follows: Beginning at the intersection of the Southerly side line of land of Bert Bennett and the new road leading to Bangor; thence in a general Southeasterly direction by said new road and continuing by Main Street to land of Jessie E. and Mahlon W. Emerson; thence Northeasterly by said Emerson land to the Northerly corner thereof; thence Southeasterly by said Emerson land to the Easterly corner thereof; thence Southwesterly by said Emerson land to said Main

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Street; thence Southeasterly by said Main Street to other land of said Emersons; thence Northeasterly by said Emerson land to the Northerly corner thereof; thence Northeasterly by said Emerson land to land of Warren; thence Northeasterly by said Warren land to the Northerly corner thereof; thence from said Northerly corner of Warren land in a straight line to the Southwesterly end of an old stone wall (now partly tumbled down) which stone wall runs by the Northwesterly side of the East Maine Conference Seminary Athletic Field and is distant from the said Northwesterly side of said Athletic Field about eight rods, more or less, the said distance varying at different points, thence along said old stone wall in a general Northeasterly direction to the said Southerly side line of land of Bert Bennett; thence in a general Northwesterly direction by said Bennett's land to the point of beginning.

Excepting and reserving from this conveyance, however, the perpetual right to take water from a certain spring, given by deed of Parker Spofford to Jessie E. Emerson, May 8, 1908, recorded in said Registry of Deeds, Book 453, Page 214. Also excepting and reserving from this conveyance a right of way [illegible] feet wide on Westerly line of Warren land, referred to in deed of Parker Spofford to Annie I. Warren, dated October 21, 1911, recorded in said Registry of Deeds, Book 484, Page 174.

The above described parcel is conveyed subject to the rights and easements which were reserved by Maine Seaboard Paper Company to Central Maine Power Company by deed dated March 2, 1931 and recorded in said Registry in Book 634, Page 57.

Meaning and intending hereby to convey and hereby conveying, whether the same is included in the descriptions contained in Paragraphs 1, 2 and 3 or not, all and the same real estate and interests therein, with the exceptions hereinbefore set forth which were conveyed to Maine Seaboard Paper Company by the following deeds, to which reference may be had for a more particular description, namely:

Deed of Trustees of East Maine Conference Seminary dated December 3, 1929 and recorded in said Registry in Book 628, Page 144; deed of George Blodget Co. dated November 25, 1929, recorded in said Registry in Book 627, Page 342, excepting, however, the parcel which was conveyed by Maine Seaboard Paper Company to Frederick S. Blodget by deed dated December 24, 1929 and recorded in said Registry in Book 629, Page 18, but hereby conveying the right reserved in said deed; deed of Eastern Maine Railway Company dated November 26, 1929 and recorded in said Registry of Deeds in Book 628, Page 122; deed of Maine Central Railroad Company dated November 29, 1929 and recorded in said Registry in Book 628, Page 123; deed of Daniel Courcy dated December 7, 1929 and recorded in said Registry in Book 627, Page 488; deed of Frank L. Meade dated December 8, 1929 and recorded in said Registry in Book 627, Page 485; deed of Alvah F. Clements dated December 6, 1929 and recorded in said Registry in Book 627, Page 487; deed of S. Leo Haywood et als. dated March 24, 1930 and recorded in said Registry in Book 629, Page 283; deed of Evvie L. Lowell dated January 10, 1930 and recorded in said Registry in Book 629, Page 86; deed of W. L. Hussey dated January 4, 1930 and recorded in said Registry in Book 629, Page 85; deed of Elizabeth A. Brewster et al. dated January 11, 1930 and recorded in said Registry in Book 628, Page 441; deed of Alice M. Norris, Guardian of Harold Norris dated February 17, 1930 and recorded in said Registry in Book 628, Page 442; deed of Bert H. Bennett dated December 19, 1929 and recorded in said Registry in Book 627, Page 491; deed of Bert H. Bennett dated December 14, 1929 and recorded in said Registry in Book 627, Page 490; deed of Joseph F. Costello dated December 6, 1929 and recorded

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in said Registry in Book 627, Page 487; deed of Donald C. Sweet dated December 6, 1929 and recorded in said Registry in Book 627, Page 486; deed of Lewis H. Hopkins et als. dated December 13, 1929 and recorded in said Registry in Book 627, Page 489; deed of Mahlon W. Emerson et al. dated December 12,1929 and recorded in said Registry in Book 627, Page 489; deed of Malvin H. Harriman dated January 18, 1930 and recorded in said Registry in Book 628, Page 441.

Subject to the easement for water pipes conveyed by Maine Seaboard Paper Company to Bucksport Water Company by deed dated October 29, 1945 and recorded in said Registry in Book 704, Page 164.

Together with the benefits of and subject to the burdens of a certain option agreement, so-called, dated October 31, 1945 and recorded in said Registry of Deeds in Book 704, Page 240.

Together with the benefits of and subject to the burdens of a certain indenture pertaining to handling and delivery of coal by and between Maine Seaboard Paper Company and Central Maine Power Company dated October 31, 1945 and recorded in said Registry of Deeds in Book 704, Page 242.

COLBY - HOMER WHARF IN BUCKSPORT

4. Also a certain lot or parcel of land together with the buildings thereon in said Bucksport, on the northerly side of Penobscot River and commonly known as the Colby Wharf property and the Homer Wharf property and bounded Northerly by the Maine Central Railroad et al.; Easterly by land of the Eastern Steamship Company et al.; Southerly by the Penobscot River; Westerly by land of said grantor (formerly Eastern Maine Railway) together with the right to the use of the roadway from the above described lot to Main Street in Bucksport as now used.

Excepting, however, the Easterly half of said parcel which was conveyed by Maine Seaboard Paper Company to Eastern Steamship Lines, Inc. by deed dated March 14, 1951 and recorded in said Registry in Book 634, Page 82.

The Maine Seaboard Paper Company acquired title to said premises by Warranty Deed of W. H. Morrison et als. dated July 16, 1930 and recorded in said Registry in Book 630, Page 394.

CHAPIN ATHLETIC FIELD

5. Also the following described real estate, comprising ten acres, more or less, situated in said Bucksport, known as "Chapin Field" of the Bucksport Seminary Property, beginning at an iron pipe set in concrete at the Southeast corner of Franklin Street and Spofford Avenue in said Bucksport, and moving in a Northeasterly direction along the south side of Spofford Avenue Nine Hundred Eighty-two (982) feet and Six (6) inches, more or less, to an iron pin in the stone wall which forms the Northeasterly intersection of this line at the Southwesterly boundary of the Bennett property and the Northeasterly boundary of the Seminary property; thence in a Southeasterly direction along the stone wall Four Hundred Eighteen (418) feet and Six (6) inches, more or less, to an iron pin set in the stone wall; thence in a Southwesterly direction Nine Hundred Sixty-eight (968) feet and Six (6) inches, more or less, across the Seminary property along the edge of the hill to an iron pipe set in the concrete at the Northeasterly boundary of the Walter Snowman lot; thence in a Northwesterly direction One Hundred Thirty-five (135) feet to a pipe set in concrete at the south side of Third Street; thence in a Southwesterly direction along the line of Third Street Eighteen (18) feet to an iron post set in concrete; thence Northwest

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erly Forty (40) feet across Third Street; thence in a straight line across the Northeasterly boundary of the Millard Eldridge property Two Hundred Seventy-six (276) feet to an iron pipe set in concrete; thence Southwesterly One

Hundred Eighty (180) feet, more or less, to the east side of Franklin Street; thence in a Northwesterly direction Seventy-five (75) feet, more or less, along the line of Franklin Street to the point begun at.

Maine Seaboard Paper Company acquired title to said premises by deed of Ada G. Chase et al. dated June 10, 1939 and recorded in the said Registry of Deeds, Book 670, Page 4.

PROPERTY AT SILVER LAKE IN BUCKSPORT

6. Also a certain lot or parcel of land in said Bucksport, bounded and described as follows:

Beginning at the Westerly end of an old cedar rail fence on the Westerly side of Mill Stream (outlet of Silver Lake) said end of said fence being about one hundred seventy (170) feet Westerly of said Stream; thence north fifty-seven degrees (57°) thirty-six minutes (36') west one hundred (100) feet to a stake and stones; thence north sixteen degrees (16°) east one hundred forty-nine (149) feet to a spotted beech tree; thence north thirty-two degrees (32°) forty-five minutes (45') east two hundred twenty-three and one-half feet (223 1/2') to a spotted tree at a contour line one hundred twenty-five feet (125') above mean sea level; thence following said one hundred twenty-five foot contour line, in a meandering course, Northerly, Westerly, Southerly, Westerly and Northerly to the south line of the Peavey farm, so-called; thence Easterly on said Peavey farm to Silver Lake; thence Southerly by said lake and down said Mill Stream to the rail fence above mentioned (said rail fence being about two hundred (200) feet below the gate house of the Bucksport Water Company); thence Westerly along said rail fence to the point of beginning.

Including in this conveyance such Riparian Rights, if any, along Silver Lake and Mill Stream as may be owned by Silver Lake Cemetery Corporation. Excepting the rights of the Bucksport Water Co., if any, in the above premises and also excepting any cemetery lots conveyed to others by said grantor's predecessors in title.

Being the same premises conveyed to Maine Seaboard Paper Company by Silver Lake Cemetery Corporation by Warranty Deed dated August 13, 1930; recorded in said Registry, Book 631, Page 106.

7. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

Beginning on the Westerly side of Millvale Road at stake and stones at the Northeast corner of land if Wiley C. Conary et al., thence Northerly fifty-seven degrees (57°) thirty-six minutes (36') West along the Northerly line of land of Conary et al. to Mill Stream (outlet of Silver Lake), thence Northerly up said stream to Silver Lake; thence Northeasterly on lake about two hundred (200) feet to point opposite stake and stone on East shore of Silver Lake; thence Southerly Fifty-two degrees (52°) Twenty-three minutes (23') East through said stake and through a birch tree at stone wall to stake and stone seventeen (17) feet East of said birch (distance from stake and stone at shore to stake and stone seventeen (17) feet East of birch tree is four hundred eighty-five (485) feet); thence Southerly twenty-two degrees (22°) twenty-three minutes (23') West on general course of stone wall five hundred twenty-two (522) feet to stake and stone (150 feet South of Southerly end of said stone wall); thence

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South fifty-seven degrees (57°) thirty-six minutes (36') East to Millvale Road; thence Southerly along said road one hundred (100) feet to place of beginning, containing seven (7) acres.

Also right to clear trees, etc. below one hundred twenty-five (125) feet above mean sea level, all as more particularly described in a deed recorded in said Registry in Book 629, Page 534. Excepting rights or property (if any) of Bucksport Water Co.

Being the same premises conveyed to Maine Seaboard Paper Company by Charles E. Pinkering et al. by Warranty Deed dated July 11, 1930, recorded in said Registry, Book 629, Page 534.

8. Also a certain lot or parcel of land with the buildings thereon in said Bucksport bounded and described as follows:

Northerly by Adelbert E. Peavey farm and Catholic Cemetery; Easterly by road leading Northerly from Bucksport on West side of Silver Lake (a continuation of McDonald Street) and said Cemetery; Southerly by land now or formerly of Nyada Colby and Helen P. Chipman and the Ames Lot; Westerly by said Ames lot, the Luce lot and parties unknown.

Being the same premises conveyed to Maine Seaboard Paper Company by George R. Emerton, by Warranty Deed dated July 17, 1930, recorded in said Registry, Book 630, Page 328.

9. Also a certain lot or parcel of land with the buildings thereon in said Bucksport Southwesterly of Silver Lake (Great Pond) and bounded and described as follows:

A strip of land one hundred fifty (150) feet wide extending across farm of Nyada Colby and Helen P. Chipman from land now or formerly of George R. Emerton on the North to land of Bert H. Bennett on the South, containing about five (5) acres, the center line of said strip being marked by a line of stakes.

Being the same premises conveyed to Maine Seaboard Paper Company by Nyada Colby and Helen P. Chipman by Warranty Deed dated July 17, 1930, recorded in said Registry, Book 630, Page 327. CS

Said premises are subject to the agreement that said grantee shall build and keep in repair a roadway across the above described strip of land in a location to be selected by Nyada Colby and Helen P. Chipman and for their uses in connection with their land on both sides of said strip.

10. Also three certain lots or parcels of land situate near Silver Lake in said Bucksport, bounded and described as follows, to wit:

1st. Lot. Beginning at a stake on the margin of said Pond equal distant from the side line of the lot deeded to Ephraim J. and Elisha Bridges by Ephraim Bridges; thence running North seventy-six degrees (76°) West, sixty-three and one-half (63 1/2) rods to a fence or where a fence was separating the pasture and field; thence North twenty-four degrees East thirteen and one quarter (13 1/4) rods to a stake; thence North seventy-six (76) degrees west forty-eight and one half (48 1/2) rods to land of Anson Lamphair's heirs or grantees; thence by last named land South twenty-four (24) degrees West thirty-one and one-half (31 1/2) rods to land formerly of William Johnson; thence South seventy-six (76) degrees East by said land and land if I. N. Swazey heirs one hundred twelve (112) rods; thence by said Swazey's land and the Lake northeasterly to first bounds. Reserving

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however, the right of the Public in the highway crossing the same and also the burying ground occupied by the Catholics.

2nd Lot. Beginning at the Northwest corner of the Moulton lot, so-called, adjoining the lot first described and on the Southerly line of Charles Lawrence's land; thence running North seventy-six (76) degrees West by his land forty-eight and one-half (48 1/2) rods to the Northeast corner of land of the late Abner Lamphair; thence South twenty-four (24) degrees West to the Northwest corner of the lot first above described about thirty-one and one-half (31 1/2) rods; thence Southeasterly by the North line of first described lot forty-eight and one-half (48 1/2) rods to the corner of the Moulton lot and thence by the Moulton lot North twenty-four (24) degrees East thirty-one and one-half (31 1/2) rods to first bounds.

3rd Lot. Situated on the Westerly side of the road leading from Bucksport Village to the Turner School House, so-called; commencing on said road and on the North line of land owned, or formerly occupied by J. J. Bridges; thence by said road Northerly about seventeen and one-half (17 1/2) rods to the Moulton lot, so-called; thence Westerly by the Moulton lot about forty-two rods to a stake; thence Northerly parallel with Bridges' easterly line of his back lot twenty-seven (27) rods to land of Charles Lawrence; thence Westerly by Lawrence's land about fourteen (14) rods to John J. Bridges' land or land formerly occupied by him; thence Southerly about forty-four (44) rods by said Bridges' land to the land of said Bridges where it makes an angle and thence Easterly by his land about fifty-six (56) rods to the road, the place of beginning, containing about seven (7) acres. Reserving a right of way from the road to the Moulton lot, as now used.

Being the same premises conveyed to Maine Seaboard Paper Company by Adelbert E. Peavey by deed dated July 24, 1930, recorded in said Registry, Book 630, Page 350.

11. Also a certain lot or parcel of land in said Bucksport, on the Westerly side of Silver Lake and bounded and described as follows:

Northerly by land now or formerly of Frank W. Beal ; Easterly by said Silver Lake; Southerly by the Peavey lot, so-called, now owned by said grantor; Westerly by the Silver Lake road (sometimes called McDonald Street extension). Containing about five (5) acres.

Being the same premises conveyed to Maine Seaboard Paper Company by Walter H. Gardner et al. by Warranty deed dated August 6, 1930, recorded in said Registry, Book 631, Page 26.

12. Also a certain lot or parcel of land in said Bucksport, bounded and described as follows:

Northerly by the F. Elliott Bridges farm, land now or formerly of Smith and Witham and land of Wallace Heath; Easterly by land of Harry West and land owned or occupied by Blodgett; Southerly by land now or formerly of Augusta S. Gardner, et al (Swazey lot), land of Harry West and the Frank Jones lot; Westerly by the Silver Lake Road (sometimes called McDonald Street Extension). Containing about sixty (60) acres more or less.

Being the same premises conveyed to Maine Seaboard Paper Company by Frank W. Beal by Warranty Deed dated August 6, 1930, recorded in said Registry, Book 631, Page 25.

13. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

Being nearly triangular in form and located at the Southeasterly

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corner of property of E. Earl Herrick and bounded Easterly by the town road on West side of Silver Lake; Southwesterly by land now or formerly of Colby or parties unknown; Northerly and Northwesterly by an irregular meandering line following a contour elevation of one hundred thirty-two (132) feet above mean seal level. Containing about two (2) acres.

Being the same premises conveyed to Maine Seaboard Paper Company by E. Earl Merrick by Warranty Deed dated February 5, 1931, recorded in said Registry, Book 632, Page 580.

14. Also a certain lot or parcel of land with the buildings thereon in said Bucksport bounded and described as follows:

Northerly by Joshua L. Smith lot and land of Smith and Witham; Easterly by Meadow Brook and land of Smith and Witham; Southerly by Frank W. Beale lot; Westerly by Silver Lake Road (sometimes called McDonald Street Extension). Containing about two hundred (200) acres.

This parcel is conveyed subject to an easement for pole line as conveyed by F. Elliott Bridges to Central Maine Power Company by deed dated June 5, 1930 and recorded in said Registry in Book 630, Page 181.

Being the same premises conveyed to Maine Seaboard Paper Company by F. Elliott Bridges by Warranty Deed dated August 6, 1930, recorded in said Registry, Book 630, Page 406.

15. Also a certain lot or parcel of land in said Bucksport near the head waters of Silver Lake bounded and described as follows:

Northerly by land of Willis D. Moore and by land of Hugh Gray; Easterly by land now or formerly of Arthur E. Smith et al. and by land now or formerly of Stanley Gray; Southerly by land of Arthur C. Bragdon; Westerly by an irregular meandering line following contour elevation of one hundred thirty-two (132) feet above mean sea level. Excepting any land owned now or formerly by Arthur E. Smith et al. lying within said bounds.

Being the same premises conveyed to Maine Seaboard Paper Company by Wm. O. DePrey by Warranty Deed dated October 24, 1930, recorded in said Registry, Book 631, Page 457.

16. Also certain lots or parcels of land near the head waters of Silver Lake in said Bucksport, bounded and described as follows:

The Derr lots bordering on the East side of Meadow Brook and bounded Northerly by land of said grantor (formerly Heywood Bros. lot); Southerly by land of said grantor (formerly F. Elliott Bridges); Easterly by land of said grantor (formerly Heath & Ginn); Westerly by Meadow Brook.

Included also in this conveyance are the Homer & Lowell lots in Range 4, bounded Northerly by land of said grantor (formerly Chas. E. Cole); Easterly by land of said grantor (formerly Charles E. Cole), by land of John Stubbs, by land of said grantor (formerly Reuben R. Simpson); and by land of Percival Stubbs; Southerly by land of said grantor (formerly Heath & Ginn); Westerly by land of said grantor (formerly Heywood Bros. and Harry A. Bridges) and by land of Arthur C. Bragdon.

Being the same premises conveyed to Maine Seaboard Paper Company by Joshua L. Smith et al. by Warranty Deed dated November 12, 1930, recorded

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in said Registry, Book 632, Page 236.

17. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

Northerly by land of Percival A. Stubbs; Westerly by land of Smith and Witham, or parties unknown; Southerly by land of Blodgett, or parties unknown; Easterly by land now or formerly of Arthur L. Grindle. Containing ten (10) acres. Together with right of way from said lot to Millvale Road along the route used for many years.

Being the same premises conveyed to Maine Seaboard Paper Company by Daniel Courcy by Warranty Deed dated August 13, 1930, recorded in said Registry, Book 631, Page 104.

18. Also a certain lot or parcel of land in said Bucksport bounded and described as follows:

A strip of land one hundred (100) feet in width, fifty (50) feet on each side of Grindle Brook, so-called, and extending from land of Roy H. Ferris Northerly and Northwesterly to land of Daniel Courcy and land of Blodget.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Arthur L. Grindle dated August 13, 1930, recorded in said Registry, Book 631, Page 103, but subject to the easement or right of way reserved by said Grindle in said Deed.

19. Also two certain lots or parcels of land in said Bucksport, bounded and described as follows:

First Parcel. Beginning on the Westerly side of the Millvale Road at the Northeast corner of land of Melvin H. Harriman at a large elm tree, thence South sixty-four (64) degrees twenty (20) minutes West along said Harriman's Northerly line three hundred (300) feet to a stake and stones; thence North twenty-five (25) degrees thirty-five (35) minutes West eight hundred (800) feet to a stake and stones; thence Northeasterly across the brook (sometimes called Grindle Brook) one hundred and twenty-five (125) feet to a stake and stones on the Easterly side of said brook; thence South forty-three (43) degrees East six hundred and ninety-nine (699) feet to a stake and stones at said Millvale road; thence Southerly along said road one hundred and thirty (130) feet to the point of beginning, containing about four and one-half (4 1/2) acres.

Second Parcel. Adjoining and lying down stream (on Grindle Brook) from the first parcel and bounded and described as follows: A strip of land extending from the first parcel in a general Northwesterly and Westerly direction (down stream) to Westerly line of land of Edith L. Grindle at land of Roy H. Ferris. Said strip of land being one hundred and twenty-five (125) feet in width where it joins the first parcel and gradually ~~decreasing~~ to a width of one hundred (100) feet (at right angles) at westerly

line of land of Edith L. Grindle, fifty (50) feet on each side of said Grindle Brook. The Southerly line of said strip being on the Southerly side of said brook: The Northerly line of said strip being on the Northerly side of said brook, except for a short distance near the easterly end of the strip. The right to change the course of the brook, near the Easterly end of the strip, so that it will flow wholly within the strip hereby conveyed is hereby granted.

Being the same premises conveyed to Maine Seaboard Paper Company by

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Warranty Deed of Edith L. Grindle dated August 13, 1930, recorded in said Registry, Book 631, Page 105, but subject to the easement or right of way reserved by said Grindle in said deed.

20. Also a certain lot or parcel of land situated in said Bucksport and being a strip of land one hundred (100) feet wide extending from the east line of land of Roy H. Ferris at land of Edith L. Grindle Northwesterly to the Northwest line of said land of Ferris at land of Arthur Grindle, the outside boundaries of said strip being fifty (50) feet distant at right angles from the center line of Grindle Brook, so called.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Roy H. Ferris dated September 8, 1930, recorded in said Registry in Book 631, Page 174 and subject to the right of way therein reserved.

Also, whether included in the foregoing described parcel or not, a strip of land bordering on both sides of Grindle Brook, so-called, and extending from land now or formerly of Edith L. Grindle, Westerly and Northwesterly to land now or formerly of Arthur L. Grindle, and bounded Northerly by land now or formerly of Arthur L. Grindle and by an irregular, meandering line following a contour elevation of one hundred thirty-two feet (132') above mean sea level; Easterly by land now or formerly of Edith L. Grindle; Southerly and Westerly by an irregular, meandering line following a contour elevation of one hundred thirty-two (132) feet above mean sea level. Containing about twenty (20) acres.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Roy H. Ferris dated October 16, 1930 and recorded in said Registry in Book 632, Page 166.

21. Also a certain lot or parcel of land in said Bucksport, Westerly of McDonald Street Extension and bounded and described as follows:

Beginning on Northerly line of land of Bert H. Bennett at the Southerly line of land now or formerly of Nyada Colby at a point fifty (50) feet Easterly of the East line of a right of way conveyed by said Bert H. Bennett to Maine Seaboard Paper Company by deed dated July 18, 1930; thence Southerly and parallel with said right of way to the Southwesterly line of land of said Bert H. Bennett at land of Evvie Lowell; thence Northwesterly along said Lowell lot to the Northwesterly corner of land of said Bert H. Bennett at land of Nyada Colby; thence Easterly on Northerly line of land of said Bennett and said Colby lot to the point of beginning.

The above lot being triangular in form.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Bert H. Bennett dated September 5, 1930, recorded in said Registry in Book 631, Page 173.

22. Also hereby conveying all the land lying below the contour elevation of one hundred thirty-two (132) feet above mean sea level and within the flowage area of Silver Lake in said Bucksport, excepting only any land within said area now owned by Silver Lake Cemetery Corporation or by Nyada Colby and Helen P. Chipman. Certain portions of said area are contained within the boundaries of parcels hereinbefore described which bound on said Silver Lake and the Maine Seaboard Paper Company acquired title to the remaining portions of said area by the following deeds, namely:

Deed of Joshua L. Smith dated October 10, 1930, recorded in said

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Registry, Book 632, Page 167.

Deed of Augustine L. Heywood et al dated September 20, 1930 and recorded in said Registry in Book 631, Page 381.

Deed of Harry A. Bridges dated October 16, 1930 and recorded in said Registry, Book 632, Page 166.

Deed of Arthur E. Bragdon dated November 4, 1930 and recorded in said Registry, Book 631, Page 436.

Deed of Arthur E. Smith et al. dated October 24, 1930, recorded in said Registry in Book 631, Page 434.

Deed of Stanley D. Gray dated November 13, 1930, recorded in said Registry, Book 632, Page 235.

Deed of Charles E. Cole dated October 24, 1930, recorded in said Registry, Book 631, Page 433.

Deeds of Fred L. Jones et al. dated August 14, 1930 and October 10, 1930 respectively and recorded in said Registry, Book 631, Page 104, and Book 632, Page 170 respectively.

Deeds of Harry G. West dated August 14, 1930 and October 10, 1930, respectively and recorded in said Registry in Book 631, Page 101, and Book 632, Page 170 respectively.

Deed of Reuben H. Simpson dated November 4, 1930, recorded in said Registry, Book 631, Page 435.

Deeds of Percival A. Stubbs dated October 30, 1930 and November 5, 1930 respectively and recorded in said Registry, Book 631, Page 438 and Book 632, Page 237 respectively.

Deed of Flora M. Grindle dated October 10, 1930 and recorded in said Registry, Book 632, Page 168.

Deed of Wallace Heath and Hadley Ginn dated September 19, 1930 and recorded in said Registry in Book 631, Page 380.

Deed of Wallace Heath dated September 19, 1930 and recorded in said Registry in Book 631 , Page 380.

Deeds of Fred S. Blodget et al. dated in August, 1930 and November 5, 1930 respectively and recorded in said Registry in Book 631, Pages 175 and 435 respectively.

Deed of Charles E. Pickering et al. dated October 24, 1930 and recorded in said Registry in Book 631, Page 434.

Deed of Edith L. Grindle dated October 10, 1930 and recorded in said Registry in Book 632, Page 169, subject to the reservations contained in said deed of the right to use water from a certain spring on the premises conveyed by said deed.

Deed of Arthur L. Grindle dated October 10, 1930 and recorded in said Registry Book 632, Page 168.

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23. Also all and the same premises conveyed to Maine Seaboard Paper Company by Central Maine Power Company by deed dated December 30, 1935 and recorded in Hancock Registry, Book 650, Page 467, being described in said deed as follows:

All its right, title and interest in and to certain lots or parcels of land situated in the town of Bucksport, County of Hancock and State of Maine, bounded and described as follows:

(a) A certain lot or parcel of land situated in the town of Bucksport, County of Hancock and State of Maine, on the Easterly side of Silver Lake Stream, so called, bounded and described as follows:

On the North by land now or formerly of Edwin C. Jones, et al; Easterly by an irregular meandering line parallel with and five feet Easterly of the Easterly bank of said Silver Lake Stream; Southerly by Center Street, so called, and Westerly by said Silver Lake Stream.

Being the same premises conveyed to Central Securities Corporation by deed of Alton M. Hutchins, dated June 18, 1931, recorded in Hancock County Registry of Deeds, Book 633, Page 484, and the deed of Albert B. Willins, dated June 18, 1931, recorded in Hancock County Registry of Deeds, Book 633, Page 484.

(b) A certain lot or parcel of land situated in said Bucksport on the Easterly side of the stream known as the outlet to Silver Lake, bounded and described as follows:

Beginning on the easterly side of said Stream, at the Southwesterly corner of the Carroll Bridges lot and at the Easterly line of the Llewellyn Lord lot, so called; thence Easterly by said Bridges lot about twelve rods to land now or formerly of John W. Gray; thence Southerly by the Westerly line of said Gray lot to the outlet stream above mentioned; thence Northerly and Northwesterly up said stream to the Llewellyn Lord lot, so called; thence Northerly along the Easterly line of said Lord lot to the Carroll Bridges lot at the point of beginning, containing about one-half acre.

Being the same premises conveyed to Central Securities Corporation by Henry A. Buck by deed dated February 25, 1932, recorded in Hancock County Registry of Deeds, Book 637, Page 183.

(c) Certain lots or parcels of land located in said Bucksport, on both sides of the stream which is the outlet stream of Silver Lake, said stream being known as Silver Lake Stream or Mill Stream, together with the right to deepen and/or straighten the channel of said stream as the same crosses the property to be conveyed, all as the same were conveyed to Central Securities Corporation by virtue of the following instruments dated and recorded as in each case indicated:

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GRANTOR	Date of Deed	Recorded Hancock Registry of Deeds Book	Page
Edwin C. Jones	Jan. 14, 1931	632	492
Elliott A. Quimby	Jan. 14, 1931	633	87
Melvin Harrison	Feb. 13, 1931	632	579
Margie A. Cunningham	Jan. 14, 1931	632	579
Wiley C. Conary	Mar. 14, 1931	633	262
Louis Rapaport	Apr. 11, 1931	634	132
John Bolduc	Apr. 11, 1931	634	133
Frank G. Bridges	Apr. 11, 1931	634	133
Edwin R. Witham et al	May 20, 1931	633	443
Agnes Bridges et als	May 25, 1931	633	444
Reuben R. Simpson et al	Apr. 27, 1931	633	445
Frederic W. Smith	May 28, 1931	633	445
Mary C. Horan	June 25, 1931	633	519
George C. Bickford et al	June 25, 1931	633	520
Wilbrod Bouchard et al	Aug. 4, 1931	635	329
Horace L. Gould	Sept. 24, 1931	635	567

Eliza P. Swazey	Oct. 8, 1931	635	568
Nellie M. Franklin	Oct. 10, 1931	635	568
Frank E. Baldwin	Nov. 2, 1931	637	182

Also any and all riparian and diversion rights as the same were conveyed to said Central Securities Corporation by virtue of the above mentioned instruments.

Being a portion of the property conveyed to Central Maine Power Company by Central Securities Corporation by deed dated as of July 31, 1935, recorded, among other places, in Hancock County Registry of Deeds, Book 648, Page 332.

This conveyance is made expressly subject to all terms and conditions as to rights of way, together with any and all other easements and reservations, all as the same are specifically set forth in the above mentioned deeds, to which deeds reference shall be had for a more particular description of all of said terms, conditions and easements.

24. Also premises conveyed to Maine Seaboard Paper Company by Bucksport Water Company by Indenture dated November 30, 1935 and recorded in Hancock Registry, Book 648, Page 556, said premises being described therein as follows:

The following real estate and interests therein situated in the County of Hancock, in said State, viz:

(a) Two certain lots or parcels of land situated near the outlet of Silver Lake, in the Town of Bucksport, and being the two lots excepted from the description in a certain deed given by Gorham M. Wood, Receiver of Nicholson Fish Company, to Charles E. Pickering dated June 24, 1927 and recorded in Hancock Registry of Deeds in Book 614, Page 132, the first of said lots being described in said deed as follows: "A small parcel of land at the outlet of the pond called the 'Great Pond Dam Lot'" and the second of said lots being the lot described in said deed as "The lot of land belonging" with the power house of the Bucksport Water Company.

Meaning and intending hereby to convey and hereby conveying, whether the same is included in the foregoing description or not, all real estate and interests therein contained in and covered by the exception in a certain

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deed given by Charles E. and Eliza M. Pickering to Maine Seaboard Paper Company dated July 11, 1930, and recorded in said Registry in Book 629, Page 534, which exception in said deed reads as follows: "excepting the rights or property (if any) of the Bucksport Water Company."

(b) All flowage rights in the flowage area of said Silver Lake and Silver Lake Stream now owned by Bucksport Water Company and acquired by it by deed or otherwise, and also all other riparian rights owned by it whether acquired by deed or otherwise in and around said Silver Lake and said Silver Lake Stream, except the right of the Bucksport Water Company to discharge water into Silver Lake Stream from its filtering plant, and also hereby conveying all its right, title and interest in and to any and all land acquired by deed or otherwise which it now owns in the town of Bucksport within the flowage area of said Silver Lake below an elevation of 132 feet above mean sea level as established by the United States Geodetic Survey datum.

(c) The right to divert the water of said Silver Lake Stream, otherwise known as Mill Stream, from a certain parcel of land in said Bucksport, conveyed to the Bucksport Water Company by Melvin H. Harriman by deed dated August 2, 1930, and recorded in said Registry in Book 631, Page 15, and from any and all other lands of the Bucksport Water Company which border on said Stream, together with the right to deepen and straighten the channel of said Stream.

The grantor's lands, flowage rights, pipe line easements, diversion rights and other insterest in real estate relating to or in any way connected with the water supply for its mill from or through Silver Lake are all subject to the grant of rights and easements from Maine Seaboard Paper Company to Bucksport Water Company contained in said Indenture and all covenants and easements relating thereto contained in said Indenture.

PIPE LINE ALAMOOSOOK LAKE TO SILVER LAKE

25. Also a certain pipe line extending from land of said grantor on which the dam is located at the outlet of Alamoosook Lake to land of said grantor at the head waters of Silver Lake conveyed by Edith L. Grindle to Maine Seaboard Paper Company by deed dated August 13, 1930 and recorded in said Registry in Book 631, Page 105, which pipe line extends across the land of Alice J. Clement, land of Percy F. Moore, land of Lysle P. Saunders, land of Mildred B. Soper, land of Mattie M. Gray, land of Byron E. Colby, land of Albert M. Eldridge, land of Russell E. Grey, land of Melvin H. Harriman and land of John E. Grindle, together with the right to place, maintain, repair, re-build and operate said pipe line as so located within the limits of right of way not over fifty (50) feet in width.

The Maine Seaboard Paper Company acquired right of way for said pipe line by the following deeds:

Deed of Alice J. Clement dated July 28, 1930 and recorded in said Registry in Book 630, Page 395.

Deed of Percy F. Moore dated July 26, 1930 and recorded in said Registry in Book 630, Page 397.

Deed of Lysle P. Saunders dated August 2, 1930 and recorded in said Registry in Book 630, Page 397.

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Deed of Mildred B. Soper dated July 26, 1930 and recorded in said Registry in Book 631, Page 17.

Deed of Mattie M. Gray dated July 25, 1930 and recorded in said Registry in Book 630, Page 398.

Deed of Byron E. Colby dated July 26, 1930 and recorded in said Registry in Book 631, Page 17.

Deed of Albert H. Eldredge dated July 28, 1930 and recorded in said Registry in Book 631, Page 18.

Deed of Russell E. Gray dated July 28, 1930 and recorded in said Registry in Book 631, Page 18.

Deed of Melvin H. Harriman dated July 26, 1930 and recorded in said Registry in Book 630, Page 398, and

Deed of John E. Grindle dated July 26, 1930 and recorded in said Registry in Book 631, Page 19.

PIPE LINE - SILVER LAKE TO THE MILL SITE

86. Also a certain pipe line extending from land of said grantor at or near the foot of Silver Lake in said Bucksport which land was conveyed to Maine Seaboard Paper Company by Nyada Colby et al. by deed dated July 17, 1930 and recorded in said Registry in Book 630, Page 387, to land of said grantor in said Bucksport conveyed to Maine Seaboard Paper Company by deed of Trustees of East Maine Conference Seminary dated December 3, 1929 and recorded in said Registry in Book 628, Page 144, which pipe line extends across land of Bert H. Bennett, land of Evvie L. Lowell, land of Melvin H. Harriman and other land of Bert H. Bennett, together with the right to place, maintain, repair, re-build and operate said pipe line as so located within the limits of right of way not over fifty (50) feet in width, together with the right of erecting and maintaining a line of poles with wires and appurtenances within the limits of the above described right of way for the purpose of transmitting electric energy for use in connection with the water supply.

The Maine Seaboard Paper Company acquired the right of way for said pipe line by the following deeds:

Deed of Bert H. Bennett dated July 18, 1930 and recorded in said Registry in Book 630, Page 388.

Deed of Evvie L. Lowell dated July 18, 1930 and recorded in said Registry in Book 630, Page 389.

Deed of Melvin H. Harriman dated July 18, 1930 and recorded in said Registry in Book 629, Page 555.

Deed of Bert H. Bennett dated July 18, 1930 and recorded in said Registry in Book 630, Page 389.

PIPE LINE RIGHT OF WAY - NARRAMISSIC RIVER TO POND STREET IN BUCKSPORT

87. Also the right of way to place, maintain, repair, re-build and operate a pipe line along, over and across land of Seth R. Hutchins, land

of Harry L. White, land of F. Homer Hutchings, land of G. Colby Wardwell et al., land of Harry B. Small, land of Louisa Wasson et al., land of E. H. Cunningham, land of Loring Robbins, land of Ernest Hutchins, land of Louis H. Chandler et al., land of James Hutchins, land of Fred L. Kenney et al., land of Janet D. Harrison, land of Eva C. Stubbs and land of H. Frances Page; from the Hutchins mill privilege, so-called, on the Eastern or Narramissic River in Orland which mill privilege was conveyed to Maine Seaboard Paper Company by deed of Seth R. Hutchins dated June 11, 1930 and recorded in said Registry in Book 630, Page 158 to Pond Street in said Bucksport, said right of way being twenty-five (25) feet in width.

The Maine Seaboard Paper Company acquired the said right of way by the following deeds:

Deed of Seth R. Hutchins dated June 11, 1930 and recorded in said Registry in Book 630, Page 158.

Deed of Harry L. White dated May 5, 1930 and recorded in said Registry in Book 629, Page 284.

Deed of F. Homer Hutchings dated May 12, 1930 and recorded in said Registry in Book 629, Page 408.

Deed of G. Colby Wardwell et al. dated in May, 1930 and recorded in said Registry in Book 629, Page 404.

Deed of Harry B. Small dated May 8, 1930 and recorded in said Registry in Book 629, Page 405.

Deed of Louisa Wasson dated May 14, 1930 and recorded in said Registry in Book 629, Page 405,

Deed of Beatrice H. Moore et al. dated May 22, 1930 and recorded in said Registry in Book 629, Page 406.

Deed of Bertha Dubois dated May 27, 1930 and recorded in said Registry in Book 629, Page 407.

Deed of E. H. Cunningham dated May 8, 1930 and recorded in said Registry in Book 629, Page 407.

Deed of Loring Robbins dated May 15, 1930 and recorded in said Registry in Book 629, Page 408.

Deed of Ernest Hutchins dated May 10, 1930 and recorded in said Registry in Book 630, Page 140.

Deed of Louis H. Chandler dated May 15, 1930 and recorded in said Registry in Book 630, Page 141.

Deed of William T. Chandler dated June 7, 1930 and recorded in said Registry in Book 630, Page 159.

Deed of James Hutchins dated May 8, 1930 and recorded in said Registry in Book 630, Page 141.

Deed of Fred L. Kenney et al. dated May 26, 1930 and recorded in said Registry in Book 630, Page 256.

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Deed of Janet D. Harrison dated in May, 1930 and recorded in said Registry in Book 630, Page 142.

Deed of Eva C. Stubbs dated May 9, 1930 and recorded in said Registry in Book 630, Page 142.

Deed of H. Frances Page dated May 10, 1930 and recorded in said Registry in Book 630, Page 143.

LANDS AND RIPARIAN RIGHTS ON NARRAMISSIC OR EASTERN RIVER IN ORLAND

28. Also a certain lot or parcel of land in the town of Orland, Hancock County, Maine, on both sides of the Eastern or Narramissic River and known as the Hutchins Mill Privilege and bounded and described as follows:

The parcel on the westerly side of the river begins on the easterly side of the Fish Point Road at the southwest corner of a lot owned now or formerly by A. C. Swazey, et al (said corner being about two hundred seven (207) feet southerly from the southerly line of the County Road to Bucksport); thence easterly on said Swazey lot to the Eastern or Narramissic River; thence southerly down said river about seven hundred two (702) feet to land now or formerly of A. C. Swazey, et al; thence westerly on said Swazey lot about two hundred seven (207) feet to the middle road to Fish Point so-called; thence northerly on said middle road to the Fish Point Road; thence northerly on said Fish Point Road to the point of beginning. The parcel on the easterly side of said river being the same as conveyed by Brown et al. to the Eastern River Lock and Sluice Company by deed dated August 4, 1851 and recorded in Hancock Registry, Book 98, Page 291; including with the above, all mills, dams, locks and all other rights as owned by the Eastern River Lock and Sluice Company pertaining to the property conveyed to Seth R. Hutchins by deed recorded in Hancock Registry, Book 325, Page 99, including also all water power rights acquired.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Seth R. Hutchins dated June 11, 1930, recorded in said Registry, Book 630, Page 158, rerecorded in Book 632, Page 578, excepting however the portion thereof conveyed by Maine Seaboard Paper Company to Guy C. Emerson by deed dated August 31, 1935 and recorded in Hancock Registry, Book 648, Page 243, and described therein as follows:

"A certain lot or parcel of land situated in said Orland and bounded and described as follows:- Beginning at a high rock in the Orland or Narramissic River, being at the original corner of the old mill lot which was conveyed to the grantor by Seth R. Hutchins by deed dated June 11, 1930 and recorded in Hancock Reg. of Deeds, Book 630, Page 158, and also being the southeast corner of the old pound lot, so-called, heretofore conveyed by this grantor to Charles L. Farmer; thence by the south line of said pound lot north 42 1/2° west about one hundred twenty (120) feet to the town road leading from the county road to the end of Fish Point, so-called; thence by said town road south about one hundred fifty-eight (158) feet to the intersection of said town road with the road leading down to the wharves, said last-mentioned road being referred to in the said deed from Seth R. Hutchins to the grantor as the 'Middle Road to Fish Point'; thence southerly along the last-mentioned road to a point from which a line drawn parallel with the

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northerly side of the new dam and one hundred (100) feet distant northerly therefrom, would intersect; thence on said line which is parallel with and one hundred (100) feet distant northerly from the north side of said dam to the said river; thence north by said river to the first-mentioned bound. The above described premises are a part of the same which were conveyed to this grantor by the above-mentioned deed from Seth R. Hutchins."

29. Also a certain lot or parcel of land situated in said Orland, bounded and described as follows:

Beginning near the Easterly end of the "Great Works" mill dam at Orland Village on the Eastern side of Eastern River, one rod up the bank from high water mark; thence running Southerly by the course of said river and continuing one rod above high water mark on the bank about thirty (30) rods to a large flat stone at the Northeast corner of wharf owned by Daniel Harriman, now or formerly, same one hundred twenty-five (125) feet South of South end of wharf known as "John Buck's Wharf" or known as "Eastern Pier Wharf"; thence Westerly by the Northerly end of said Daniel Harriman's wharf to the bed of the river; thence Northerly by the bed of the river to the said mill dam; thence Easterly by the said dam to the bound first mentioned, together with all wharves on above mentioned premises, also all buildings thereon. Also the right of way for loaded teams and all kinds of conveyance from Eastern River Bridge to the above described wharf lot.

30. Also another lot or parcel of land situated in said Orland, bounded and described as follows:

A part of the shore lot originally laid out to John Hancock as a settler on the eastern side of Eastern Penobscot River beginning at a stake and stones six (6) feet above high water mark at the Northerly end of a wharf built by Hugh Carr; thence Westerly the same course of the sideline of said lot to low water mark; thence up said river at low water mark one hundred twenty-five (125) feet; thence South sixty-six (66) degrees East to a stake and stones six (6) feet above high water mark on the East shore of said river; thence on the shore keeping a distance above high water mark of six (6) feet one hundred twenty-five (125) feet to the first mentioned bound.

31. Also another lot or parcel of land situated in said Orland, bounded and described as follows:

Beginning at a stake and stones at high water mark on Eastern River southerly one hundred twenty-five (125) feet from the Southeasterly corner of Eastern Pier, so-called, or John Buck's wharf; thence Easterly up the bank one (1) rod to a stake and stones; thence Southerly by the river's course about one hundred thirty-nine (139) feet to land now or formerly of Daniel Harrison; thence West one (1) rod to Eastern River; thence Northerly to bounds first mentioned, together with all the water and wharf privilege thereto pertaining.

The premises described in paragraphs 29, 30 and 31 were conveyed to Maine Seaboard Paper Company by Warranty Deed of Georgia M. Bridges dated February 27, 1930 and recorded in said Registry, Book 629, Page 87.

32. Also a certain lot or parcel of land situted in said Orland, bounded and described as follows:

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Beginning on the South side of the County road leading from Orland to Ellsworth at Northwest corner of land of Sewell Ginn known as Blacksmith Shop Lot; thence South by said lot to Northwest corner of land of S. B. Holt; thence South by land of S. B. Holt one hundred fifty (150) feet to Holt's southwest corner; thence South by land of W. B. Hutchins one hundred fifty-two (152) feet; thence in a general Southerly course by land of Georgia Kidder six hundred eighty-one and one-half (68 1/2) feet to the Southerly side of Buck's wharf (so-called); thence Westerly to land of said grantor; thence Northerly by land of said grantor to land of Seth Hutchins; thence Easterly by Hutchins land to land of Georgia Kidder; thence by said Kidder land Northerly to land of W. B. Hutchins; thence Westerly by land of S. R. Hutchins to Narramissic River; thence Northerly by said river to the Southwest corner homestead lot of Sewell C. Ginn; thence Easterly by said Ginn land to the County Road; thence by said road Easterly to first bound.

Being the same premises conveyed to Maine Seaboard Paper Company by Warranty Deed of Abbie M. Buck et al. dated June 4, 1930, recorded in said Registry, Book 629, Page 554.

33. Also a certain lot or parcel of land in said Bucksport on the Westerly side of the Narramissic River and bounded and described as follows: Northerly by land now or formerly of Albert H. Eldridge et al.; Easterly by the Narramissic River; Southerly by land now or formerly of Russell E. Grey et al.; Westerly by land of parties unknown, containing about thirty-four (34) acres.

Being the same premises which were conveyed to Maine Seaboard Paper Company by Warranty Deed of Margaretha A. Wharton dated June 12, 1930 and recorded in said Registry in Book 629, Page 515. Subject, however, to the pole line rights over and across said premises which were conveyed by Maine Seaboard Paper Company to Central Maine Power Company by deed dated September 30, 1930 and recorded in said Registry in Book 632, Page 234.

34. Also a certain lot or parcel of land in said Orland on the Southerly side of the Narramissic River bounded and described as follows: Northerly by said River; Easterly by land of said grantor, formerly of Central Maine Power Company; Southerly by the River Road on the south side of said Narramissic River; Westerly by land of Homer P. Mooney, containing about five (5) acres. Subject, however, to any rights of the public in the highway or landing.

Being the same premises conveyed to Maine Seaboard Paper Company by Augusta J. Gower et al. dated July 9, 1930 and recorded in said Registry in Book 630, Page 284.

35. Also a certain lot or parcel of land situated in said Orland bounded and described as follows:

Beginning on the Easterly side of the Eastern River at the Southwest corner of land of George H. Randall; thence Southeasterly on an old original line to the Northwest corner of land formerly occupied by L. B. Bennett; thence Southerly by said Bennett's land to the Northwest corner of land formerly occupied by Eugene Wardwell; thence Northwesterly by the Northerly line of land of Walter L. Brewster and parallel with the first described line to the River; thence in a general northerly direction by said river to the point of beginning. Reserving to the town of Orland a road as now travelled across the Westerly end of said lot.

Being the same premises conveyed to Maine Seaboard Paper Company by

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Warranty Deed of Roscoe E. Dorr dated April 23, 1930, recorded in said Registry in Book 629, Page 284. Excepting, however, the portion of the above described premises conveyed by Maine Seaboard Paper Company to J. Frank Ames by deed dated June 27, 1934 and recorded in Hancock Registry, Book 646, Page 288, and described therein as follows:

"A certain lot or parcel of land situated on the easterly side of the Orland or Narramissic River in said Orland bounded and described as follows: Northerly by land now or formerly of G. H. Randall; easterly by the Highway; southerly by land now or formerly of W. L. Brewster, and westerly by said River."

36. Also the following described land and all water privileges connected therewith; said land is situated in said Orland and is bounded and described as follows:

Beginning at a stake at the shore of Eastern River at the south side of the mouth of Morrills Brook, so-called, in Orland; thence due west five (5) rods and fifteen (15) links to a stake on a gravel bank; thence southerly, a little west of south, to the northeast corner of house lot formerly owned or occupied by Alden Harriman; thence by said Harriman's easterly line to the southeast corner of his lot; thence southerly to a stake by the west side of the County Road, in all fifteen (15) rods from the stake on the gravel bank; thence east four (4) rods to the river; thence northerly by the river to the place of beginning, containing about seventy-two (72) square rods including the County Road which passes lengthwise of the land; the right of way hereby being reserved to the use of the County Road, aforesaid, the water privileges which lie easterly of said lot are conveyed, not meaning to convey any water privileges on the northerly end of said lot or any rights in said lot which belong to the town of Orland or County of Hancock.

Being the same premises conveyed to Maine Seaboard Paper Company by Perpitia L. Emerson by Warranty Deed dated December 13, 1930, recorded in said Registry, Book 675, Page 482.

37. Also the rights to divert the water of the Eastern or Narramissic River by pipe or otherwise acquired by the Maine Seaboard Paper Company from the following parties by deeds dated and recorded in said Hancock Registry of Deeds as follows, but excepting and reserving however, to the several Grantors of said deeds, their heirs and assigns, a sufficient supply of water flowing past or over the lands of said Grantors bordering on said river for all household and pasturage purposes, namely:

Grantor	Date	Book	Page
Alice M. Clements	June 18, 1930	630	243
Percy F. Moore	June 23, 1930	630	238
A. R. Soper et al.	June 20, 1930	629	483
Lysle P. Saunders	June 23, 1930	629	487
A. R. Soper et al.	June 20, 1930	629	483
Llewellyn Harriman	June 23, 1930	629	486
Byron E. Colby	June 23, 1930	629	487
Clara Russell et al.	June 18, 1930	630	241
Albert H. Eldridge	June 23, 1930	630	239
Russell E. Grey	June 23, 1930	630	239
Isaac F. Dorr	June 18, 1930	630	240
Carrie M. Buck et al.	June 18, 1930	630	242
A. R. Soper et al.	June 18, 1930	629	484

Grantor (continued)	Date	Book	Page
James Holt	June 18, 1930	629	536
H. H. Dunbar	June 18, 1930	630	244
Rising Sun Lodge 71 F.&A.M.	June 13, 1930	629	482
A. R. Soper	June 20, 1930	629	485
Homer H. Mooney	June 23, 1930	630	243
Elizabeth E. Sawyer	Dec. 11, 1930	633	88
Carrie A. Staples	June 18, 1930	629	481
G. H. Randall	June 23, 1930	630	241
Alvin E. Gowen	June 13, 1930	630	237
Walter L. Brewster	July 9, 1930	629	515
A. R. Soper	June 18, 1930	629	485
Emma A. Cotton	June 18, 1930	629	535
Alice P. Gray	June 18, 1930	630	282
Flora F. Dorr	Jan. 20, 1931	632	493
Homer H. Dunbar	July 9,1930	630	284
Howard Johnson	Oct. 16, 1930	632	454
Ella M. Saunders	June 23, 1930	629	495
Sewall C. Ginn	Jan. 19, 1931	633	87

38. Also all rights to divert the water of the Eastern or Narramissic River by pipe or otherwise, all flowage rights and all other reparian rights and all rights of way and other easements and rights of every name and nature which were excepted or reserved by Maine Seaboard Paper Company from the conveyances made by it to the following Grantees by deeds dated and recorded in said Hancock County Registry of Deeds as follows, namely:

Grantee	Date	Book	Page
C. L. Farmer	Sept. 18, 1935	648	299
Annie E. Ames	June 27, 1934	645	194
David C. Buck	June 27, 1934	645	444
Russell Johnson	June 27, 1934	658	334
O. L. Farmer	June 27, 1934	649	5
J. Frank Ames	June 27, 1934	646	268
Guy C. Emerson	Aug. 31, 1935	648	243

DAM SITE AT OUTLET OF ALAMOOSOOK LAKE

39. Also all and the same premises conveyed to Maine Seaboard Paper Company by Central Maine Power Company by deed dated February 26, 1934 and recorded in Hancock Registry of Deeds, Book 643, Page 224, subject to the exceptions, reservations, covenants and agreements therein set forth, said premises and said exceptions, reservations, covenants and agreements being described and set forth in said deed as follows:

"A certain lot or parcel of land situated in the Town of Orland, County of Hancock, said State, more particularly bounded and described as follows, to wit:

Commencing on the southwesterly side of the highway leading from the Falls Bridge, so-called, to the dwelling house of J. Foster Soper at a point opposite the southeasterly corner of the Jonathan Buck, Jr. lot, so-called; thence southwesterly across Eastern River to a point at the extreme southwesterly end of the present dam, formerly called the Upper Dam; thence southwesterly up the bank four rods; thence northwesterly down said river, keeping said distance of four rods therefrom about fifty rods to a point opposite the southwesterly corner of said Jonathan Buck, Jr. lot; thence northeasterly across said Eastern River to said highway; thence southeasterly

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along said highway to the point of beginning, together with all dams, mill privileges and rights of flowage which formerly belonged to the Eastern River Lock and Sluice Company.

Meaning and intending hereby to convey the property conveyed to Albert H. Shaw by Parker Spofford, Trustee, by his deed of September 25, 1905, recorded in Hancock Registry of Deeds, Book 425, Page 411, but excepting from the property hereby conveyed and reserving to the grantor, its successors and assigns, as upper riparian owner, the right to regulate and control in such manner as it may deem for its best interests by means of its dam and power house located at or near the outlet of Toddy Pond, so-called, the waters of said Toddy Pond and all tributaries thereof, provided, however, and the said grantor, for itself, its successors and assigns, hereby covenants and agrees to and with the said grantee, its successors and assigns, that said grantor, and its successors and assigns, shall and will so regulate and control the waters in said Toddy Pond that on October first of each year there shall be at least 7 1/2 feet of water in said Toddy Pond as measured on the gauge at the dam now existing in Toddy Pond and having a crest height of 9 feet, and that from and after October first of each year it will draw said Toddy Pond at an approximate uniform rate during the months of October, November, December, January and February next following. It is the intention of this covenant on the part of the grantor and its successors and assigns that said Toddy Pond shall be on October first of each year approximately three-quarters full and thereafter be drawn in an approximately uniform manner for the benefit of the grantee and its successors and assigns, acts of God and other causes beyond the grantor's control excepted."

Together with the benefits of and subject to the burdens of the covenants and agreements, all as more particularly set forth in a certain indenture dated October 31, 1945 by and between Central Maine Power Company and Maine Seaboard Paper Company and recorded in said Registry in Book 704, Page 239, and pertaining to the regulation of the waters of Toddy Pond.

FLOWAGE RIGHTS ON ALAMOOSOOK LAKE

40. Also the right to flow the land bordering on Alamoosook Lake described in the deeds hereinafter referred to, to which deeds reference is made for a description of said lands as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with eight (8) inches of flash boards thereon, said rights of flowage being subject to the engagement of said grantee to maintain the level of the water in Alamoosook Lake at all times in each year between May 1st and November 1st as near the gauge reading one hundred twenty-one (121) as practicable with said dam and eight (8) inches of flash board thereon and as may be consistent with the requirements of said grantee for water from said Lake. CS CS

Said flowage rights above described and hereby conveyed are all and the same which the Maine Seaboard Paper Company acquired by deeds of the following parties, dated and recorded in Hancock Registry of Deeds as follows:

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Grantor	Date	Book	Page
Prentice E. Soper	July 29, 1931	635	345
F. M. Pierce	August 15, 1931	635	346
Nora I. Leach et al.	August 6, 1931	635	346
Everett P. Wilder	August 6, 1931	635	347
Viola Brownelle	August 5, 1931	635	348
Caroline S. Otis	August 5, 1931	635	349
Lauriston G. Leach	August 6, 1931	635	349
Will L. White	August 14, 1931	635	350
Robert B. Randall	July 29, 1931	635	351
Albion R. Soper	August 14, 1931	635	352
Joseph Buck	August 18, 1931	635	352
John A. Soper	August 29, 1931	635	353
J. E. Soper et al.	August 14, 1931	635	354
Richard G. Tunison	July 29, 1931	635	355
Evalyn M. Buck	July 31, 1931	635	356
Nellie H. Atkins	July 31, 1931	635	356
Stella G. Streeter	August 13, 1931	635	357
Frances S. Keener	August 29, 1931	635	372
Thomas F. Mason et al.	August 4, 1931	635	358
Ethel B. Snow	August 5, 1931	635	359
Abbie C. Jordan et al.	August 4, 1931	635	359
Walter F. Gilliland	August 4, 1931	635	360
Carl D. Buck	August 4, 1931	635	361
Dennis R. Soper	August 6, 1931	635	362
Hermine Ehlers	August 4, 1931	635	362
Alvah G. Anchu	July 31, 1931	635	363
Joseph B. Patterson	July 30, 1931	635	364
Paul Nolan	July 30, 1931	635	365
William P. Wharton	July 29, 1931	635	365
Clement R. Lee et al.	July 29, 1931	635	366
Frances C. Homer	August 11, 1931	635	367
Walter H. Gardner	August 1, 1931	635	368
Augusta M. Gardner	August 1, 1931	635	368
Fred S. Blodgett	August 1, 1931	635	369
Gertrude M. Emery	July 30, 1931	635	370
Leslie E. Little	August 12, 1931	635	371
Eleanor Campbell French	July 31, 1931	635	372

SCHEDULE A-2

A certain lot or parcel of land situated in said Bucksport, bounded and described as follows: Beginning at an iron stake at the Southeast corner of Spofford Avenue and Franklin Street; thence running in a northeasterly direction along the southerly side of Spofford Avenue a distance of one hundred seventy (170) feet to an iron stake, which last mentioned iron stake is in line with the northeasterly side of Silver Street; thence turning an angle of ninety (90) degrees and running in a southeasterly direction to land of Augustus P. Gregory, formerly the Russell Meigs or the so-called Rosie Estate lot; thence running southwesterly along the land of said Augustus P. Gregory a distance of one hundred seventy (170) feet to the easterly side of Franklin Street; thence northwesterly along the easterly side of said Franklin Street to the point of beginning.

Being a part of parcel numbered 5 in the deed given by Time, Incorporated to St. Regis Paper Company dated December 17, 1946 and recorded in Hancock County Registry of Deeds in Book 711, Page 434.

SCHEDULE A-3

[redacted] the following sewers(hereinafter called sanitary sewers), tile drains (hereinafter called storm sewers), catch basins, and manholes located in said Bucksport and being all the sanitary and storm sewers, catch basins, and manholes as now located in the following streets or avenues as delineated on a certain plan entitled "Housing Development of St. Regis Paper Company, Bucksport, Maine," dated July 26, 1955 and recorded in Hancock County Registry of Deeds in Plan Book 7, Page 88: North Franklin Street, Franklin Street, Bagley Avenue, Spofford Avenue, Silver Street, Spring Street, Thomas Street, and Spring Street Extension.

For further reference as to the location of said sewers, catch basins, and manholes, reference is hereby made to said above entitled plan. The two storm sewers running diagonally across Spring Street Extension as delineated on said plan extend from catch basins 4 and 5 as delineated on said plan to a rock drain northerly of Lot 50 as delineated on said plan.

Also a certain storm sewer located in said Bucksport and described as follows: Beginning at catch basin 12 as delineated on the above entitled plan, said catch basin being five (5) feet north of the northerly corner of Lot 57 as delineated on said plan; thence northwesterly across Spofford Avenue to catch basin 11 as delineated on said plan; thence northeasterly diagonally across Spofford Avenue and Lot 24 as delineated on said plan to catch basin 10 as delineated on said plan, which is located on the line between Lots 17 and 24 as delineated on said plan; thence northwesterly along the line between Lots 17
and 24, Lots 18 and 23, and Lots 19 and 22 to the most southerly corner of Lot 20 as delineated on said plan; thence continuing northwesterly along the line between Lots 20 and 21 as delineated on said plan a distance of twenty-five (25) feet, more or less; thence westerly diagonally across said Lot 21 to catch basin 9 as delineated on said plan; thence northwesterly across said Lot 21 to the most southerly corner of Lot 10 as delineated on said plan; thence continuing northwesterly along the line between Lots 9 and 10 as delineated on said plan to Bagley Avenue; thence across Bagley Avenue to the most southerly corner of Lot 52 as delineated on said plan; thence northwesterly

along the line between lots 51 and 52 as delineated on said plan a distance of seventy-five (75) feet, more or less; thence diagonally across the most northerly corner of Lot 51 as delineated on said plan to a rock drain northerly of Spring Street Extension as delineated on said plan. The general location of the above described storm sewer is also delineated on the above entitled plan.

Also a certain storm sewer located in said Bucksport and described as follows: Beginning at a point in the culvert on the south side of Spofford Avenue as delineated on said plan, said point being twenty-five (25) feet northeasterly from the most westerly corner of Lot 65 as delineated on said plan; thence northwesterly across Spofford Avenue and across Lot 32 as delineated on said plan to catch basin 8 as delineated on said plan; thence continuing northwesterly across said Lot 32 and across Lots 31, 30, and 29 and along the line between Lots 5 and 6 to catch basin 7, all as delineated on said plan; thence continuing northwesterly along the line between said Lots 5 and 6 to Bagley Avenue; thence continuing northwesterly across Bagley Avenue to the most southerly corner of Lot 48 as delineated on said plan; thence continuing northwesterly along the line between Lots 47 and 48 as delineated on said plan a distance of thirty-one (31) feet, more or less; thence westerly diagonally across Lot 47 as delineated on said plan to a rock drain northerly of Lot 66 as delineated on said plan. The general location of the above described storm sewer is also delineated on the above entitled plan.

-2-

Also hereby conveying the right to lay, maintain, construct, reconstruct and repair the above described storm sewers wherever they cross lots or run along lot lines or extend northwesterly under other land of the grantor to the rock drains hereinbefore referred to, all as more particularly delineated on said plan, together with the right to enter upon those portions of said lots and other land of the grantor occupied by said storm sewers for the purpose of laying, maintaining, constructing, reconstructing and repairing the same, together with the right to discharge the flow of said storm sewers into said rock drains, provided that said grantee, its successors or assigns, after laying, maintaining, constructing, reconstructing and repairing said storm sewers, shall restore the surface of those portions of said lots and other land of the grantor occupied by said storm sewers to its condition as it existed immediately prior to the laying, maintaining, constructing, reconstructing and repairing of said storm sewers.

Also hereby conveying all the right, title and interest of the grantor in and to those portions of the sanitary sewer as it now exists leading from Bagley Avenue to the Log Pond, so-called, where it extends under the Bucksport-Bangor road and under land of Maine Central Railroad Company, together with the right in so far as the grantor has the right to convey the same, to lay, maintain,

construct, reconstruct and repair said portions of said sanitary sewer.

Also hereby conveying those portions of the sanitary sewer as it now exists leading from Bagley Avenue to the Log Pond, so-called, where it extends under land owned by the grantor and lying between the Bucksport-Bangor road and the Log Pond, so-called, together with the right to enter upon the land occupied by said portions of said sanitary sewer for the purpose of laying, maintaining, constructing, reconstructing and repairing said portions of said sanitary sewer, provided that said grantee, its successors or assigns, after laying, maintaining, constructing, reconstructing and repairing said portions of said sanitary sewer, shall restore the surface of the land occupied by said portions of said sanitary sewer to its condition as it existed immediately

prior to the laying, maintaining, constructing, reconstructing and repairing of said portions of said sanitary sewer.

Also hereby conveying that part of the sanitary sewer as it now exists under land of the grantor bounded northerly and easterly by North Franklin Street, southeasterly by Bagley Avenue, and westerly by the Bucksport-Bangor road, together with the right to enter upon the land occupied by said sanitary sewer for the purpose of laying, maintaining, constructing, reconstructing and repairing said sanitary sewer, provided that said grantee, its successors or assigns, after laying, maintaining, constructing, reconstructing and repairing said sanitary sewer, shall restore the surface of the land occupied by said sanitary sewer to its condition as it existed immediately prior to the laying, maintaining, constructing, reconstructing and repairing of said sanitary sewer,

SCHEDULE A-4

A certain lot or parcel of land with the buildings thereon situated in said Bucksport, heretofore known as the Gibson House lot, and bounded as follows, to wit: Beginning at the southeasterly corner of lot now or formerly owned or occupied by Schuyler Cobb on Franklin Street; thence northeasterly on said Cobb's line passing over the center of the Well to the Mill Pond; thence easterly by said Pond to land formerly owned by Ambrose W. Harriman; thence southwesterly on the line of land formerly owned by said Harriman to Franklin Street; thence westerly on said Franklin Street to the first mentioned bound.

Excepting and reserving therefrom that portion of the premises conveyed to Horace L. Gould by deed of Eliza P. Swazey, dated May 18, 1915, recorded in Hancock Registry of Deeds, Book 514, Page 569; and that portion of the premises conveyed to Central Securities Corporation by deed of Eliza P. Swazey, dated October 8, 1951, recorded in said Registry, Book 635, Page 568. Subject, however, to the easements set forth in each of said deeds.

Also, a certain lot or parcel of land situated on the northerly side of Franklin Street in said Bucksport, bounded and described as follows: Beginning at a point on Franklin Street at the southwesterly corner of land now or formerly owned or occupied by Eliza P. Swazey; thence northerly along the westerly line of said Eliza P. Swazey's land to the northerly line of said Eliza P. Swazey's buildings; thence westerly at right angles with said Eliza P. Swazey's westerly line six (6) feet; thence southerly and parallel with said Eliza P. Swazey's westerly line to said Franklin Street; thence easterly along said Franklin Street six (6) feet to the place of beginning. Being a strip of land six (6) feet wide on Franklin Street and extending northerly along and adjoining the westerly line of said Eliza P. Swazey's land. Excepting and reserving, however, the right and privilege of Harry P. Dorman to draw water from a well on said strip, and to pipe the same if he shall so desire.

Being the same premises conveyed to St. Regis Paper Company by Time, Incorporated by deed dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 454, and being parcel numbered 43 described therein.

SCHEDULE A-5

A certain lot or parcel of land, with the buildings thereon, situated in said Bucksport and bounded and described as follows: Beginning on the Westerly side of Central Street at a point eighty feet distant Northerly from the Northerly side of Main Street measuring along said Central Street; thence Westerly,parallel with said Main Street, to land formerly of Stephen Ryder; thence Northerly by said land formerly of Ryder about one hundred four feet to land formerly of Olonzo G. Putnam; thence Easterly by said Putnam land to said Central Street and thence Southerly by said Central Street to the place of beginning, being the Northerly part of the former Luman Warren, Bradley Block property.

Being the same premises conveyed to St. Regis Paper Company by Time, Incorporated by deed dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434, and being parcel numbered 41 described therein.

SCHEDULE A-6

A certain lot or parcel of land, with the buildings thereon, situated in said Bucksport, bounded and described as follows, to wit: Commencing on Franklin Street at the southeast corner of land now or formerly of Albert F. Page; thence northerly on said Page's easterly line ten (10) rods to land now or formerly of Mrs. James Harrigan, formerly of the heirs of Frank Page; thence easterly parallel with said Franklin Street four and one half (4 1/2) rods, more or less, on said Harrigan line and in continuation thereof to the Congregational Parsonage Lot (so called); thence southerly by said parsonage lot ten (10) rods to said Franklin Street; thence westerly on said Franklin Street four and one half (4 1/2) rods, more or less, to the point of beginning.

Being the same premises conveyed to St. Regis Paper Company by Time, Incorporated by deed dated December 17, 1946 and recorded in Hancock County Registry of Deeds in Book 711, Page 434, and being parcel numbered 42 described therein.

SCHEDULE A-7

A certain lot or parcel of land with the buildings thereon situated in said Bucksport on the easterly side of the State Highway leading from Bucksport to Bangor and being part of the old Buzzy farm, so-called, bounded and described as follows: Beginning at a point on the easterly side line of said State Highway which is the point of intersection of said easterly side line of said State Highway and the northerly side line of a road forty (40) feet in width leading through said old Buzzy farm, so-called; thence running South eighty-five degrees East (S 85° E) by the northerly side line of said forty-foot road, a distance of three hundred forty-one (341) feet to a two inch (2") pipe; thence running North twelve degrees and fifteen minutes East (N 12° 15' E), a distance of four hundred sixty (460) feet, more or less, to a two inch (2") pipe; thence running South sixty-two degrees and forty-five minutes West (S 62° 45' W), a distance of four hundred ninety-two (492) feet, more or less, to a two inch (2") iron pipe on the easterly side line of said State Highway; thence southerly along said State Highway, a distance of one hundred eighty-five (185) feet, more or less, to the point of beginning, containing two and nine tenths (2.9) acres, more or less.

Being a part of parcel numbered 2 in a certain deed given by Time, Incorporated to St. Regis Paper Company dated December 17, 1946 and recorded in Hancock County Registry of Deeds in Book 711, Page 434.

SCHEDULE A-8

The following described land in the Town of Bucksport, County of Hancock and State of Maine:

Beginning at an iron post driven in the ground at the intersection of the southerly Right of Way line of Spofford Avenue with the easterly Right of Way line of Thomas Street thence North 34 degrees West by the easterly Right of Way line of Thomas Street 40 feet to an iron post driven in the ground at the southerly corner of Lot 16 as shown on St. Regis DWG D-4232 entitled "Housing Development of St. Regis Paper Co., Bucksport, Maine" dated 7/26/55 and recorded in Hancock County Registry of Deeds, Plan Book 7, Page 88; thence North 56 degrees East by Lot 16 245.8± feet to an iron post at land formerly of Robert Bennett, now heirs of Robert Bennett; thence South 57 degrees 30 minutes East by land formerly of Robert Bennett 451.75 feet more or less to land of Oblate Seminary; thence southwesterly along edge of the hill by Oblate Seminary 562.5 feet to an iron pipe set in concrete at land of Winston Ferris, formerly Barbara S. Robert, reference deed Hancock County Registry of Deeds Book 735, Page 417; thence North 26 degrees 45 minutes West 135 feet by land of Winston Ferris to an iron post set in concrete; thence South 56 degrees 50 minutes West by land of Winston Ferris 18 feet to an iron post set in concrete on the southerly Right of Way line of Third Street at the point of intersection with St. Regis land being transferred; thence North 33 degrees 30 minutes West by land of Third Street Right of Way, Millard Eldridge, Wm. Oliver and A.P. Gregory to a point which is at the intersection of the southeasterly line of Lots 64 & 65, (when line is extended South 56 degrees West) and the northeasterly line of land of A.P. Gregory; thence North 56 degrees East 155 feet more or less by Lots 65 & 64 as delineated on the above plot, (DWG. D-4232) to an iron post; thence North 39 degrees 15 minutes East 235.6± feet by lots 63, 56, 57 and 62 to an iron post; thence North 34 degrees West 70.58 feet by Lot 62 to an iron post on the southerly Right of Way line of Spofford Avenue; thence North 56 degrees East 150 feet to the iron post at the point of beginning. Being a parcel of land commonly known as the St. Regis Athletic Field and containing approximately 9.0 acres. Reference deed of land transfer to Maine Seaboard Paper Company from Ada C. Chase and Arthur Rosie June 10, 1939 recorded Hancock County Registry of Deeds, Book 670, Page 4, excepting all property not within the above description that was originally deeded to Maine Seaboard Paper Co. by deed recorded Book 670, Page 4.

The above described also includes a small piece of land obtained as part of deed recorded Book 628, Page 144 from Eastern Maine Conference Seminary 12/3/29. This parcel of land being located at the easterly end of Spofford Avenue.

SCHEDULE A-9

A certain lot or parcel of land situated on the easterly side of the Bangor Road, otherwise known as Route 15, in the Town of Bucksport, County of Hancock and State of Maine, being further bounded and described as follows:

Beginning on the easterly side of said Bangor Road at the southwesterly corner of the second parcel of land conveyed to the Grantees herein by Albert Giard by Warranty Deed dated April 28, 1961 and recorded in the Hancock County Registry of Deeds in Book 947, Page 78, being also the northwesterly corner of land conveyed to Maine Seaboard Paper Company by W. L. Hussey by deed dated January 4, 1930 and recorded in said Registry of Deeds in Book 629, Page 86 and more recently having been conveyed as Parcel No. 2 in the deed from Time, Incorporated to St. Regis Paper Company dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434; from said point of beginning thence running South 57° 29' 30" East by the southwesterly line of said Seekins land 465 feet, more or less, to the northeasterly corner of land conveyed by St. Regis Paper Company to Laurence E. Alley et al by deed dated December 31, 1956 and recorded in the Hancock County Registry of Deeds in Book 947, Page 26; thence running southwesterly by the northwesterly line of said Alley land 492 feet, more or less, to the easterly side of the Bangor Road; thence running northerly by said Bangor Road 495 feet, more or less, to the southwesterly corner of land of the Grantees herein and the point of beginning.

This conveyance is made subject to an easement granted Central Maine Power Company by the Grantor herein by instrument dated March 10, 1965 and recorded in said Registry of Deeds in Book 979, Page 156, said easement being a part of strip no. 3, so called, as described in said deed.

This conveyance is made further subject to all rights and easements conveyed to Central Maine Power Company by deed of Maine Seaboard Paper Company dated July 12, 1932 and recorded in said Registry of Deeds in Book 640, Page 464, and by deed of St. Regis Paper Company dated March 1, 1957, recorded in said Registry of Deeds in Book 798, Page 126.

Being a part of Parcel No. 2 in the deed from Time, Incorporated to St. Regis Paper Company dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434.

SCHEDULE A-10

A certain lot or parcel of land situated on the westerly side of State Highway No. 15, sometimes known as the road running from Bucksport to Bangor, or the Orrington Road, in the Town of Bucksport, County of Hancock and State of Maine, being more particularly bounded and described as follows:

Beginning on the westerly side of said State Highway No. 15 at an iron pipe marking the right of way limits of said road, said iron pipe being on the northerly side line of land of the Grantor herein, being the northerly side line of land conveyed to Maine Seaboard Paper Company by Warranty Deed of W. L. Hussy dated January 4, 1930 and recorded in the Hancock County Registry of Deeds in Book 629, Page 86, said point of beginning also being the southeasterly corner of land conveyed to Village Drive In, Inc. by James D. Moorehead et al by deed dated March 11, 1981 and recorded in the Hancock County Registry of Deeds in Book 1400, Page 126; from said point of beginning, thence running South 5° 00' West by said State Highway No. 15, 350.0 feet to an iron pipe set in the ground on the westerly line of said State Highway No. 15 at other land of the Grantor herein; thence running South 60° 30' West by other land of the Grantor herein 1400.0 feet to an iron pipe set in the easterly limits of the right of way of the Maine Central Railroad Company, being formerly the right of way limits of Eastern Maine Railway Company; thence running northerly by the easterly line of said right of way 475.0 feet, more or less, to an iron pipe set in the ground on the northerly line of land conveyed by W. L. Hussy as aforesaid, being the southerly line of land now or formerly of Village Drive In, Inc.; thence South 58° 15' East by said Village Drive In, Inc. land, being the northerly line of land conveyed by W. L. Hussy to Maine Seaboard Paper Company as aforesaid, 95.0 feet to the point of beginning.

Being 1.22 acres, more or less, and a portion of Parcel No. 1 in the deed from Time Incorporated to the Grantor herein, under its former name of St. Regis Paper Company, dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434.

MAINE REAL ESTATE TRANSFER TAX PAID

[redacted] a certain lot or parcel of land situate in said Bucksport on the southeasterly side of Spofford Avenue, so-called, approximately 170 feet northeasterly along said Spofford Avenue from the intersection with Franklin Street, so-called, being more particularly bounded and described as follows:

Beginning at a 3/4" iron rebar set in 1998 on the southeasterly sideline of said Spofford Avenue at the location of a 1" iron rod found, said rod being 170 feet northeasterly along said Spofford Avenue from the intersection with said Franklin Street;

thence S 26° 16' 10" E by and along land shown on a plan recorded at the Hancock County Registry of Deeds in Plan Book 7, Page 88, being generally along land described in a deed to Frederick and Jerilou Ames, a distance of 71.8 feet to a 3/4" iron rebar set in 1998;

thence N 63° 49' 50" E by and along the line shown on said plan, a distance of 9.2 feet to a 3/4" iron rebar set in 1998;

thence S 25° 38' 10" E by and along the line shown on said plan, a distance of 66.7 feet to a 3/4" iron rebar set in 1998 at the northwesterly corner of land described in a deed from St. Regis Paper Co. to the Town of Bucksport, recorded at said registry in Book 1241, Page 276;

thence by and along said land of the Town of Bucksport, N 63° 44' 00" E a distance of 96.9 feet to a 3/4" iron rebar set in 1998 at the most southerly corner of land described in a deed to Preston E. and Algie K. Robinson recorded at said registry of deeds in Book 1181, Page 43; being Lot 64 shown on said plan recorded in Plan Book 7, Page 88;

thence by and along the southwesterly line of said Lot 64, N 26° 16' 00" W a distance of 138.6 feet to a 3/4" rebar set on the southeasterly line of said Spofford Avenue;

thence by and along the southeasterly line of said Spofford Avenue, S 63° 43' 50" W a distance of 105.4 feet to the point of beginning.

The above described parcel, encompassing 14,010 sq. ft±, is comprised of all of Lot 65 shown on the above referenced recorded plan together with a portion of the parcel represented on said plan as "the athletic field."

Bearings referenced in the above description were computed from a traverse established for a survey of the above-described parcel that was oriented to magnetic north as observed in the month of March, 1998, by Plisga & Day Land Surveyors, Bangor, Maine.

[redacted], a certain lot or parcel of land situated in said Bucksport and bounded and described as follows:

Beginning at the westerly end of the northerly face of the dam as presently existing at the outlet of Silver Lake, otherwise known as Mill Stream; thence westerly, on a line in continuation of the northerly face of said dam produced westerly, to a point on a contour line one hundred thirty-two (132) feet above mean sea level; thence following said one hundred and thirty-two (132) foot contour line, in a meandering course, Northerly, Westerly, Southerly, Westerly and Northerly to the south line of the Peavey farm, so-called, being the premises conveyed to Maine Seaboard Paper Company by Adelbert E. Peavey by deed dated July 24, 1930 and recorded in Hancock County Registry of Deeds in Book 630, Page 350, and now owned by St. Regis Paper Company; thence easterly by said Peavey farm to Silver Lake as it existed on August 13, 1930; thence Southerly, Easterly, Northerly, Easterly and Southerly by said lake as it existed on August 13,1930 to the Northerly face of said dam; thence westerly along the northerly face of said dam to the point of beginning. Including in this conveyance such riparian rights, if any, along said Silver Lake as may be owned by said Silver Lake Cemetery Corporation.

Excepting from the above described premises that part thereof conveyed by Silver Lake Cemetery Corporation to Maine Seaboard Paper Company by deed dated August 13, 1930 and recorded in said Registry of Deeds in Book 631, Page 106.

Also excepting from the above described premises that part thereof now owned by said St. Regis Paper Company.

Also excepting from the above described premises that part thereof conveyed by Alfred Swasey to the heirs of Henry Brockman by deed dated July 4, 1881 and recorded in said Registry of Deeds in Book 179, Page 49.

This conveyance is made subject to the rights of Bucksport Water Company, if any.

Title to the above described property was derived by deed from Harry A. Littlefield, Receiver of the Nicholson Fish Company dated April 8, 1929 and recorded in said Registry of Deeds in Book 625, Page 172.

SCHEDULE A-13

a certain lot or parcel of land situated in said Bucksport, bounded and described as follows: Northerly by the lot of land conveyed by George H. Emerton to Maine Seaboard Paper Company by deed dated July 17, 1930 and recorded in Hancock County Registry of Deeds in Book 630, Page 388, and being parcel numbered 8 in the deed from Time, Incorporated to St. Regis Paper Company dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434; Westerly, Southerly and Easterly by an irregular meandering line following a contour elevation of one hundred thirty-two feet (132') above mean sea level, and also Easterly by that portion of the road leading from Bucksport Village to Silver Lake, otherwise known as McDonald Street Extension, extending southerly, for a distance of fourteen (14) feet, more or less, from a point where the southeasterly corner of said lot conveyed by said George H. Emerton to Maine Seaboard Paper Company as aforesaid hits said road to a point where said meandering line following a contour elevation of one hundred thirty-two feet (132') above mean sea level hits said road.

Excepting from the above described premises that part thereof conveyed by Hyada Colby and Helen P. Chipman to Maine Seaboard Paper Company by deed dated July 17, 1930 and recorded in said Registry of Deeds in Book 630, Page 387.

Reserving to the grantor herein, her heirs and assigns, a right of way fifteen (15) feet in width and extending northerly from said contour elevation line of one hundred-thirty-two (132) feet above mean sea level along the easterly side line of the lot of land conveyed by Hyada Colby and Helen P. Chipman to Maine Seaboard Paper Company by deed dated July 17, 1930 and recorded in said Registry of Deeds in Book 630, Page 387, to the water's edge.

For title to the above described premises, reference is hereby made to a certain deed from Elbridge G. Colby to George P. Colby dated January 11, 1888 and recorded in said Registry of Deeds in Book 287, Page 232. Said George P. Colby died intestate on August 29, 1909 leaving a widow, Hyada Colby, and as his only heir at law the grantor herein. Said Hyada Colby died intestate on April 4, 1936 leaving as her only heir at law the grantor herein.

Also a certain lot or parcel of land situated in said Bucksport, bounded and described as follows: Northeasterly by the lot of land conveyed by E. Earl Herrick to Maine Seaboard Paper Company by deed dated February 3, 1931 and recorded in said Registry of Deeds in Book 632, Page 580, and being parcel numbered 13 in the deed from Time, Incorporated to St. Regis Paper Company dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434; Easterly by the lot of land conveyed by Hyada Colby to Wiley C. Conary by deed dated October 21, 1930 and recorded in said Registry of Deeds in Book 633, Page 8; and Easterly, Southerly and Westerly by an irregular meandering line following a contour elevation of one hundred thirty-two feet (132') above mean sea level, and being a part of the premises conveyed by John Cronin to Hyada Colby by deed dated November 7, 1918 and recorded in said Registry of Deeds in Book 491, Page 554. Said Hyada Colby died intestate on April 4, 1936 and the grantor herein acquired title to said premises as the only heir at law of Hyada Colby.

Reserving to the grantor herein, her heirs and assigns, a right of way fifteen (15) feet in width and extending easterly from said contour elevation line of one hundred-thirty-two (132) feet above mean sea level along the southerly side line of land now or formerly of E. Earl Herrick to the water's edge.

SCHEDULE A-14

said Maine Power Company, its successors and assigns forever the right to enter upon and use at any and all times for all ordinary purposes of travel a certain strip of land situated in said Bucksport fifteen (15) feet in width and extending from the road leading from Bucksport Village to Silver Lake, otherwise called McDonald Street Extension, across my land to the lot of land conveyed by Nynda Colby and Helen P. Chipman to Maine Seaboard Paper Company by deed dated July 17, 1936 and recorded in Hancock County Registry of Deeds in Book 638, Page 337, the center line of said 15-foot strip being described as follows: Beginning at a point on the assumed westerly side line of said road leading from Bucksport Village to Silver Lake in front of the residence of Helen P. Chipman, said point being fifty-two (52) feet and seven (7) inches from the southerly corner of said Chipman residence and thirty-nine (39) feet and eleven and one fourth (11 1/4) inches from the easterly corner of said Chipman residence; thence north forty-six degrees fifty-nine minutes west (N 46° 59' W) a distance of seventy and forty-two hundredths (70.42) feet; thence north twenty-three degrees three minutes west (N 23° 3' W) a distance of seventy-two and fifty-four hundredths (72.54) feet; thence north fifty degrees two minutes west (N 50° 2' W) a distance of one hundred fifty-one and twenty-one hundredths (151.21) feet; thence north thirty-nine degrees six minutes west (N 39° 6' W) a distance of one hundred thirty-five and eighty-three hundredths (135.83) feet; thence north twenty-seven degrees fifty-four minutes west (N 27° 54' W) a distance of one hundred twenty-two and ninety-two hundredths (122.92) feet; thence north fifty-two degrees twelve minutes west (N 52° 12' W) a distance of forty-eight and forty-six hundredths (48.46) feet; thence south seventy-seven degrees fifty-six minutes west (S 77° 56' W) a distance of fifty-nine and sixty-two hundredths (59.62) feet to the said lot of land conveyed by Nynda Colby and Helen P. Chipman to Maine Seaboard Paper Company as aforesaid, said strip to lie equally on either side of the above described center line, namely, seven and one-half (7 1/2) feet in width on each side of said center line, meaning and intending hereby that said strip shall include all of my said land lying on either side of and within seven and one-half (7 1/2) feet of said center line, or on either side of and within seven and one-half (7 1/2) feet of said center line produced at both ends.

George P. Colby, owner of the property over which the above described strip extends, died intestate on August 28, 1900 leaving a widow, Nynda Colby, and as his only heir at law the grantor herein. Said Nynda Colby died intestate on April 4, 1936 leaving as her only heir at law the grantor herein.

The grantee herein, by the acceptance of this deed, hereby agrees to keep the above described strip of land in repair for purposes of travel.

SCHEDULE A-15

[redacted] the following described premises situated in said Bunkuport:

1. A certain lot or parcel of land, bounded and described as follows: Beginning at the shore of the mill pond at the foot of Long Pond at the water's edge about seven (7) rods above the southeasterly end of the mill dam as it stood on the stream near the foot of Long Pond on May 8, 1846; thence running South 35 1/2° East one (1) rod and fifteen (15) links to the top of the bank, same course one (1) rod and eighteen (18) links across the winter road, so-called, as it existed on May 8, 1846, to a stake; thence South 64° West on the southeasterly side of said winter road as it existed on May 8, 1846, eleven (11) rods and fifteen (15) links to the northeasterly line of land formerly of Noah Rideout, being parcel numbered 4 hereinafter described and conveyed; thence on said land formerly of Noah Rideout North 35 1/2° West twelve (12) rods and eight (8) links to the stream; thence northeasterly following the shore of the natural stream and pond, including the southeasterly end of the dam as it existed on May 8, 1846, to the first mentioned bound.

2. A certain lot or parcel of land, bounded and described as follows: Beginning at the first mentioned bound of the above described parcel of land numbered 1 herein; thence following the shore of the pond North about 40° East ten (10) rods to a hemlock tree spotted on three sides; thence South 35 1/2° East sixteen (16) rods to a stake marked on four sides; thence South 41° West ten (10) rods to a stake; thence North 35 1/2° West about sixteen (16) rods to the first mentioned bound, containing one (1) acre, more or less.

3. A certain lot or parcel of land, bounded and described as follows: Beginning on the southeasterly side of the stream (which empties out of Long Pond) at the point where the line between land formerly of Noah Rideout and land formerly of Ambrose Rideout comes to the stream about six (6) or seven (7) rods below the sawmill as it existed on May 8, 1846; thence on a course North 35 1/2° West across the stream to a large rock or ledge at the edge of the water on the northwest side of said stream; thence North 22° East across a point of land to the water in Long Pond above its outlet; thence southeasterly to the point of land across the pond which forms the upper part of the Basin, so-called, or mill pond as it existed on May 8, 1846; thence following the shore of the Basin or mill pond on the southeasterly side thereof down to and by the southerly end of the dam as it existed on May 8, 1846 to the first mentioned bound.

4. A certain lot or parcel of land, bounded and described as follows: Beginning at the water on the stream at the first named boundary of the last described parcel of

land and numbered 2 herein; thence running on the line between land formerly of Noah Rideout and land formerly of Ambrose Rideout, said line forming a boundary line of parcel numbered 1 herein, South 35 1/2° East eight (8) rods and eight (8) links to a stake; thence South 54° West fourteen (14) rods to a stake on the southerly side of the winter road, so-called, as it existed on May 8, 1846, in a small brook which crosses said road; thence North 35 1/2° West about four (4) rods to the stream before named; thence northeasterly by the stream to the first mentioned bound.

Parcels numbered 1 to 4 inclusive herein are the same premises which Noah Rideout, Ambrose Rideout, and Mark Rideout conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by warranty deed dated May 8, 1846 and recorded in Hancock County Registry of Deeds in Book 78, Page 449.

Also hereby conveying any and all water rights and privileges appurtenant to the above four described parcels and as more particularly described in said deed recorded in said Registry of Deeds in Book 78, Page 449.

5. A certain lot or parcel of land, bounded and described as follows: Beginning at a stake on the easterly side of the winter road, so-called, about three (3) rods from the shore of the mill pond at the foot of Long Pond, said stake marking the south-easterly corner of parcel numbered 1 herein; thence running on the easterly side of said road along parcel numbered 1 herein eleven (11) rods and fifteen (15) links on a course South 54° West to land formerly of Noah Rideout; thence by said land formerly of Noah Rideout South 35 1/2° East nineteen (19) rods to a stake; thence North 41° East twelve (12) rods to a stake at the southwesterly corner of parcel numbered 2 herein; thence North 35 1/2° West sixteen (16) rods to the first mentioned bound, containing one (1) acre and forty-one (41) rods, more or less.

6. A certain lot or parcel of land, bounded and described as follows: Beginning at a hemlock tree by the mill pond before named, said hemlock tree marking the north-easterly corner of parcel numbered 2 herein; thence by said pond two (2) rods to land formerly of Mark Rideout; thence South 35 1/2° East by said Mark Rideout's land sixteen (16) rods to a stake; thence South 41° West two (2) rods to a stake, said stake marking the southeasterly corner of parcel numbered 2 herein; thence North 35 1/2° West by said parcel numbered 2 herein sixteen (16) rods to the first mentioned bound, containing thirty-two (32) rods, more or less.

Parcels numbered 5 and 6 herein are the same premises which Ambrose Rideout conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by warranty deed dated July 9, 1850 and recorded in said Registry of Deeds in Book 98, Page 128.

7. A certain lot or parcel of land, bounded and described as follows: Beginning at a stake standing on the southerly side of the winter road, so-called, which leads from the foot of Long Pond to Moose Horn, so-called, in a brook which crosses said road and at the place which forms the most southerly boundary of parcel numbered 4 herein; thence running North 36° East fourteen (14) rods by said parcel numbered 4 herein to a stake standing on the original dividing line between land formerly of Noah Rideout and land formerly of Ambrose Rideout; thence South 35 1/2° East twelve (12) rods to a stake beside a small brook on said line; thence South 85° West sixteen (16) rods to the first mentioned bound, containing ninety (90) rods, more or less.

Parcel numbered 7 herein is the same premises which Noah Rideout conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by warranty

deed dated July 8, 1880 and recorded in said Registry of Deeds in Book 49, Page 120.

8. A certain lot or parcel of land, bounded and described as follows: Beginning at Long Pond Stream on the easterly line of land formerly occupied by Alfred P. Blood; thence running on said line northerly one hundred sixteen (116) rods to the range line between the sixth and seventh ranges of lots in said Buckspurt; thence on said range line easterly fifty-seven (57) rods to a small white birch tree, thence South 33° East ninety-one (91) rods to a stake and stones standing on the line of parcel numbered 3 herein; thence South 22° West twenty-eight (28) rods on the line of said parcel numbered 3 herein to the stream; thence by said Long Pond Stream southerly and westerly to the first mentioned bound, containing thirty-seven (37) acres and twenty-three (23) rods, more or less.

Parcel numbered 8 herein is the same premises which Ambrose Rideout, Administrator of the Estate of Joseph Rideout, conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by Administrator's Deed dated March 22, 1882 and recorded in said Registry of Deeds in Book 93, Page 161.

9. A certain lot or parcel of land, being a part of lot numbered 109 in the 7th range of lots, bounded and described as follows: Easterly by the old county road, otherwise known as the old Long Pond road or upper road; Northerly by lot numbered 110 in said 7th range of lots; Westerly by the new county road leading by Long Pond, otherwise known as the lower road and now numbered route 46; and Southerly by lot numbered 108 in said 7th range of lots.

Parcel numbered 9 herein is a part of the premises conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey and John W. Swazey by certain deeds recorded in said Registry of Deeds as follows: Book 76, Pages 315, 410, 413, 418, 414; Book 86, Page 536; Book 91, Page 381; Book 80, Pages 46, 17, 336; Book 78, Pages 179, 180, 181; Book 77, Page 284; Book 90, Page 211; Book 106, Page 215.

10. A certain lot or parcel of land, being a part of lot numbered 110 in the 7th range of lots, bounded and described as follows: Easterly by the old county road, otherwise known as the old Long Pond Road or upper road; Northerly by lot numbered 111 in said 7th range of lots; Westerly by the new county road leading by Long Pond, otherwise known as the lower road and now numbered route 46; and Southerly by lot numbered 109 in said 7th range of lots.

Parcel numbered 10 herein is a part of the premises conveyed by Nathaniel Huse et als to John N. Swazey et al by deed dated November 9, 1822 and recorded in said Registry of Deeds in Book 43, Page 351. For further source of title to parcel numbered 10 herein, reference is hereby made to the deed given by John N. Swazey and Thomas Swazey to Sewall B. Swazey and John W. Swazey dated April 1, 1871 and recorded in said Registry of Deeds in Book 137, Page 523.

11. A certain lot or parcel of land, being a part of lot numbered 111 in the 7th range of lots, bounded and described as follows: Northerly by land now or formerly of James W. Morrison, land now or formerly of Fulton Billings and land now or formerly of Laughlin Gillis, the southerly line of said Morrison, Billings and Gillis lands being the line between said lot 111 and lot numbered 112 in said 7th range of lots; Easterly by the old county road, otherwise known as the old Long Pond Road or upper road; Southerly by lot numbered 110 in said 7th range of lots; and Westerly by the lot of land conveyed by Albert C. Swazey to Burton W. Arey by deed dated November 3, 1947 and recorded in

said Registry of Deeds in Book 618, Page 27, said Arey land having previously been conveyed by John N. Swazey to Lemuel Witham by deed dated April 2, 1873 and recorded in said Registry of Deeds in Book 144, Page 312.

Parcel numbered 11 herein is a part of the premises which Ebenezer and Levi Eldridge conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey and John W. Swazey by deed dated February 20, 1847 and recorded in said Registry of Deeds in Book 83, Page 302.

Excepting and reserving to the grantor herein, his heirs and assigns, that part of lot numbered 111 in the 7th range of lots in said Bucksport, bounded and described as follows: Beginning on the line between said lot 111 and lot 112 in said 7th range of lots at the most easterly corner of the lot of land conveyed by Albert C. Swazey to Burton W. Arey by deed dated November 3, 1927 and recorded in said Registry of Deeds in Book 618, Page 27; thence southeasterly on said line between said lots 111 and 112 and along land now or formerly of James W. Morrison to a point distant two (2) rods northwesterly from the westerly bank of Mooshorn Stream; thence southerly on a line parallel to said stream and distant two (2) rods northwesterly from the westerly bank of said stream a distance of thirty (30) rods to a point; thence northwesterly on a line parallel to the line between said lots 111 and 112 to the land conveyed to said Burton W. Arey as aforesaid; thence northeasterly by said Arey land to the point of beginning.

Also reserving to the grantor herein, his heirs and assigns, a right of way in common with the grantee herein, its successors and assigns, over a strip of land twenty-five (25) feet wide and extending from Route 46 southeasterly and northeasterly along the southwesterly and southeasterly boundaries of the lot of land conveyed by Albert C. Swazey to Burton W. Arey by deed dated November 3, 1927 and recorded in said Registry of Deeds in Book 618, Page 27, to the above reserved lot.

For further source of title to parcels numbered 1 to 11 inclusive herein, reference is hereby made to the following:

Thomas Swazey conveyed all his right, title and interest in and to said parcels to Sewall B. Swazey and John W. Swazey by deed dated January 7, 1876 and recorded in said Registry of Deeds in Book 154, Page 81.

Said John N. Swazey died testate prior to May, 1874, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the May Term, 1874, he devised his interest in said parcels, in equal shares, to his seven sons, Sewall B. Swazey, John W. Swazey, Thomas H. Swazey, Arthur Swazey, Edward Swazey, Alfred Swazey, and Frederic R. Swazey. Said Frederic R. Swazey died testate prior to June, 1875, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the June Term, 1875, he devised all of his estate to his wife, Annie (sometimes called Ann) L. Swazey.

By deed dated January 26, 1876 and recorded in said Registry of Deeds in Book 154, Page 81, Thomas H. Swazey, Edward Swazey, Alfred Swazey, Arthur Swazey, and Ann (Annie) L. Swazey conveyed their respective interests in said parcels to Sewall B. Swazey and John W. Swazey.

By deed dated December 9, 1885 and recorded in said Registry of Deeds in Book 235, Page 212, Sewall B. Swazey conveyed all his right, title and interest in and to said parcels to John W. Swazey.

12. A certain lot or parcel of land, being a part of lot numbered 117 in the 7th range of lots, bounded and described as follows: Beginning on the westerly side of the County Road (sometimes referred to as the upper road) which passes from East River through Long Pond settlement on the side line which separates lots numbered 116 and 117 in the 7th range of lots; thence running westerly on said side line, it being the southerly side line of lot numbered 117, across Long Pond, so-called, about two hundred (200) rods to the range line which separates the 6th and 7th ranges of lots; thence northerly on said range line about fifty (50) rods to the southerly side line of lot numbered 118; thence easterly about two hundred (200) rods on said last named side line to the County Road before mentioned; thence by said road southerly about fifty (50) rods across the width of said lot numbered 117 to the first mentioned bound, containing fifty (50) acres, more or less.

Parcel numbered 12 herein is the same premises which Robert Littlefield conveyed to John N. Swasey by deed dated November 8, 1854 and recorded in said Registry of Deeds in Book 100, Page 253.

13. A certain lot or parcel of land, being a part of lot numbered 118 in the 7th range of lots, bounded and described as follows: Beginning on the westerly side of the County Road (sometimes referred to as the upper road) which leads through Long Pond settlement, so-called, on the side line between the lots in the 7th range of lots numbered 117 and 118; thence westerly on said side line across Long Pond about two hundred (200) rods to the 7th range line; thence northerly on said range line about fifty (50) rods across lot numbered 118 to its northerly corner; thence easterly on the line between lots numbered 118 and 119 across Long Pond about two hundred (200) rods to said County Road, thence southerly on the westerly side of said road about fifty (50) rods across the width of said lot numbered 118 to the first mentioned bound.

Parcel numbered 13 herein is a part of the same premises which Samuel P. Haynes conveyed to John N. Swasey and Thomas Swasey by deed dated July 26, 1852 and recorded in said Registry of Deeds in Book 102, Page 307.

Excepting from said parcel numbered 13 herein that part thereof which John N. Swasey and Thomas Swasey conveyed to Mary T. Gray by deed dated April 30, 1864 and recorded in said Registry of Deeds in Book 136, Page 148.

Said Thomas Swasey conveyed his interest in parcel numbered 13 herein to John N. Swasey by deed dated April 16, 1867 and recorded in said Registry of Deeds in Book 127, Page 451.

14. A certain lot or parcel of land, being a part of lot numbered 116 in the 7th range of lots, bounded and described as follows: Beginning sixty-seven (67) rods westerly from the County Road (sometimes referred to as the upper or Old Long Pond road) on the side line of lots numbered 116 and 117 at the corner of a divisional line fence built by Ambrose or Mark Rideout and John N. Swasey; thence North 28° West along the side line of lots numbered 116 and 117 about sixty-seven (67) rods to Long Pond; thence southerly by said pond to the lot of land conveyed by Joseph Rideout et als to Ambrose Rideout by deed dated May 28, 1857 and recorded in said Registry of Deeds in Book 129, Page 39; thence along said land conveyed to said Ambrose Rideout by said deed recorded in said Registry of Deeds in Book 129, Page 39, about sixty-seven (67) rods to said line fence; thence by said fence about North 62° East to the place of beginning.

Parcel numbered 14 herein is the same premises conveyed to John N. Swasey by

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two certain deeds, one from Benjamin Wheeler dated April 4, 1862 and recorded in said Registry of Deeds in Book 114, Page 338, and the other from Mark Rideout dated June 21, 1867 and recorded in said Registry of Deeds in Book 137, Page 560.

Said John N. Swazey died testate prior to May, 1874, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the May Term, 1874, he devised parcels numbered 12, 13 and 14, in equal shares, to his seven sons, Sewall H. Swazey, John W. Swazey, Thomas H. Swazey, Arthur Swazey, Edward Swazey, Alfred Swazey, and Frederic R. Swazey. Said Frederic R. Swazey died testate prior to June, 1875, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the June Term, 1875, he devised all of his estate to his wife, Annie (sometimes called Ann) L. Swazey.

By deed dated February 6, 1886 and recorded in said Registry of Deeds in Book 235, Page 214, Sewall H. Swazey, Thomas H. Swazey, Edward Swazey, Alfred Swazey, Arthur Swazey, and Ann (Annie) L. Swazey conveyed their respective interests in said parcels numbered 12, 13 and 14 to John W. Swazey.

For further source of title to parcels numbered 1 to 14 inclusive herein, reference is hereby made to the following:

John W. Swazey conveyed an undivided half interest in said parcels numbered 1 to 14 inclusive to his son, Albert C. Swazey, by deed dated March 20, 1869 and recorded in said Registry of Deeds in Book 241, Page 264.

15. A certain lot or parcel of land, bounded and described as follows: Beginning on the southwesterly side of the road that leads from Long Pond settlement to the Dedham Tannery at a stake and stones on the 7th range line; thence running southwesterly on said range line eighty-five (85) rods, more or less, to the original corner of lot numbered 162 in the 7th range; thence southeasterly on the southerly line of said lot numbered 162 to the road leading to the Doane place, so-called; thence on the northwesterly line of said road eighty-five (85) rods, more or less, to the corner of a branch road that leads to the Dedham Tannery; thence westerly on the southerly side of said road to the 7th range line where it crosses said road, being the place of beginning.

16. A certain lot or parcel of land, being a part of lot numbered 143 in the 6th range of lots, bounded and described as follows: Beginning on the southwesterly side of the road leading from Long Pond settlement to Dedham Tannery at a stake and stones standing on the 7th range line where it crosses said road; thence running northwesterly on the side line of said road to the boundary of the land conveyed by John N. Swazey et als to Rowland E. Davis by deed dated September 23, 1865 and recorded in said Registry of Deeds in Book 125, Page 292, said Davis property now being owned by Kenneth B. Dresser and R. Isabel Dresser; thence running southwesterly by the line of land conveyed to said Rowland E. Davis as aforesaid and continuing on parallel with the range line to a large brook which runs through a part of lot numbered 143 in the 6th range; thence across said brook from two (2) to five (5) rods to a stake and stones; thence southeasterly on a line at a right angle to the last named line two (2) to four (4) rods to the brook aforesaid; thence southeasterly following the course of the brook to the 7th range line to a stake and stones; thence northeasterly on said range line to the stake and stones at the road and place of beginning.

For title to parcels numbered 15 and 16 herein, reference is hereby made to a certain mortgage given by Hiram E. Johnson et als to John N. Swazey, Thomas Swazey,

Sewall B. Swazey, and John W. Swazey dated March 29, 1872 and recorded in said Registry of Deeds in Book 113, Page 211. Edward Swazey, Executor of the Estate of John N. Swazey, William D. Swazey, Executor of the Estate of Thomas Swazey, and Sewall B. Swazey, in his individual capacity, assigned their interests in said mortgage to John W. Swazey by assignment recorded in said Registry of Deeds in Book 216, Page 254, and said John W. Swazey foreclosed said mortgage by peaceable entry in the presence of two witnesses, the Certificate of Foreclosure being recorded in said Registry of Deeds in Book 205, Page 272.

Said John W. Swazey died testate on April 14, 1897, and by the terms of his Last Will and Testament, he devised his remaining one half interest in and to said parcels numbered 1 to 14 inclusive and all of parcels numbered 15 and 16 herein to his son Albert C. Swazey.

Said Albert C. Swazey died testate on May 2, 1940, and by the terms of his Last Will and Testament, he devised one half of the net income of his estate to his wife, May D. Swazey, during her lifetime and the other one half of the net income of his estate to his son, Albert D. Swazey, and at the death of May D. Swazey all of the residue of his estate, including parcels numbered 1 to 16 inclusive herein, to his son, Albert D. Swazey, the grantor herein. Said May D. Swazey died on October 16, 1946.

Excepting from parcels numbered 12, 13 and 14 herein, those parts thereof conveyed by Albert D. Swazey by the following deeds: One to Ralph E. and Margaret K. Harriman dated January 19, 1957 and recorded in said Registry of Deeds in Book 866, Page 429; another to Charles W. and Ethel M. Kimball dated January 19, 1957 and recorded in said Registry of Deeds in Book 796, Page 216; another to James H. and Esther H. Davis dated January 19, 1957 and recorded in said Registry of Deeds in Book 798, Page 189; another to Lewis L. and Florence A. Gray dated January 19, 1957 and recorded in said Registry of Deeds in Book 962, Page 38; another to George H. and Daisey E. Wasson dated January 19, 1957 and recorded in said Registry of Deeds in Book 801, Page 153; and another to Richard O. White dated September 15, 1955 and recorded in said Registry of Deeds in Book 774, Page 527, but hereby specifically conveying the flowage rights as reserved by said Albert D. Swazey in all of the above deeds.

17. A certain lot or parcel of land, being a part of lot numbered 145 in the 6th range of lots, bounded and described as follows: Southwesterly by the Northeasterly line of lot numbered 146 in the 6th range of lots in said Bucksport; Southeasterly by the 7th range line; Northeasterly by parcel numbered 16 herein and by the land conveyed to Kenneth B. and R. Isabel Drosser by Charlotte N. Jordan by deed dated August 28, 1953 and recorded in said Registry of Deeds in Book 758, Page 63; and Northwesterly by the natural stream that flows into Long Pond as said stream existed prior to the erection of any dam at the foot of said pond.

For title to parcel numbered 17 herein, reference is hereby made to the following deeds: One given by Elijah T. Fitts and George W. Thompson, Administrators of the Estate of Roswell Fitts, to John N. Swazey dated November 13, 1918 and recorded in said Registry of Deeds in Book 88, Page 199, and another given by William B. Bannister and Ebenezer Rose, Executors of the Will of Moses Brown, to John W. Swazey dated September 17, 1852 and recorded in said Registry of Deeds in Book 96, Page 270, said parcel numbered 17 being a part of the premises described in said deeds.

For further source of title to parcel numbered 17 herein, reference is hereby

made to the following:

By deed dated December 27, 1855 and recorded in said Registry of Deeds in Book 134, Page 493, said John N. Swazey conveyed to Thomas Swazey, Sewall B. Swazey, and John W. Swazey two thirds (2/3) interest in common and undivided in and to the premises described in said deed recorded in said Registry of Deeds in Book 85, Page 199.

Thomas Swazey conveyed all his right, title and interest in and to said parcel numbered 17 to Sewall B. Swazey and John W. Swazey by deed dated January 7, 1876 and recorded in said Registry of Deeds in Book 154, Page 81.

Said John N. Swazey died testate prior to May, 1874, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the May Term, 1874, he devised his interest in said parcel numbered 17 in equal shares to his seven sons, Sewall B. Swazey, John W. Swazey, Thomas H. Swazey, Arthur Swazey, Edward Swazey, Alfred Swazey, and Frederic R. Swazey. Said Frederic R. Swazey died testate prior to June, 1875, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the June Term, 1875, he devised all of his estate to his wife, Annie (sometimes called Ann) L. Swazey.

By deed dated January 26, 1876 and recorded in said Registry of Deeds in Book 154, Page 84, Thomas H. Swazey, Edward Swazey, Alfred Swazey, Arthur Swazey, and Ann (Annie) L. Swazey conveyed their respective interests in said parcel numbered 17 to Sewall B. Swazey and John W. Swazey.

By deed dated December 9, 1885 and recorded in said Registry of Deeds in Book 238, Page 212, Sewall B. Swazey conveyed all his right, title and interest in and to said parcel numbered 17 to John W. Swazey.

John W. Swazey, owner of said parcel numbered 17 by virtue of the above deeds and the deed recorded in said Registry of Deeds in Book 86, Page 376, died testate on April 14, 1897 and by the terms of his Last Will and Testament, he devised said parcel numbered 17 to his son, Albert C. Swazey.

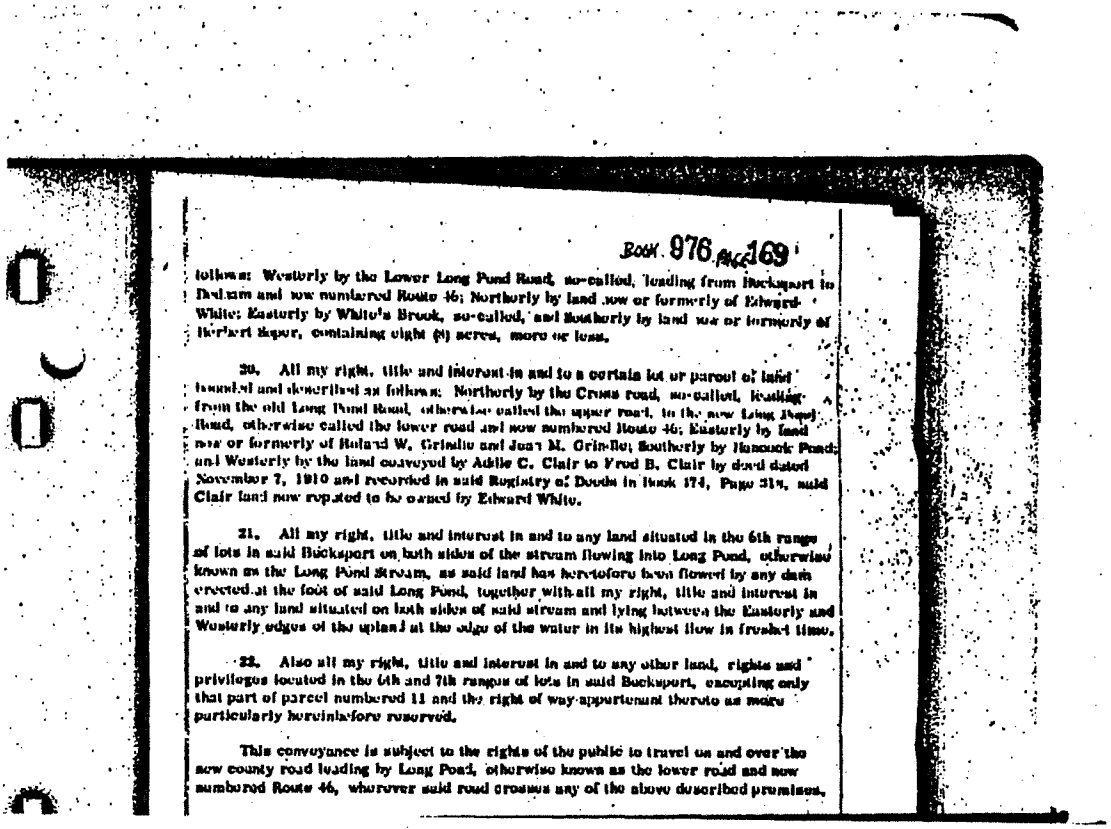
For further source of title to parcel 17 herein, reference is hereby made to the will of Albert C. Swazey as hereinbefore recited.

18. All my right, title and interest in and to a certain lot or parcel of land bounded and described as follows: Being that portion of lot numbered 149 in the 6th range of lots in Bucksport which was flowed on December 1, 1880 by the dam at the foot of Long Pond.

Parcel numbered 18 herein is the same premises conveyed by Otis M. Small to John W. Swazey by deed dated December 1, 1880 and recorded in said Registry of Deeds in Book 175, Page 40.

For further source of title to parcel 18 herein, reference is hereby made to the wills of John W. Swazey and Albert C. Swazey, as hereinbefore recited.

19. All my right, title and interest in and to a certain lot or parcel of land, being a part of lot numbered 95 in the 7th range of lots, bounded and described as



follows: Westerly by the Lower Long Pond Road, so-called, leading from Bucksport to Dedham and now numbered Route 46; Northerly by land now or formerly of Edward White; Easterly by White's Brook, so-called, and Southerly by land now or formerly of Herbert Esper, containing eight (8) acres, more or less.

20. All my right, title and interest in and to a certain lot or parcel of land bounded and described as follows: Northerly by the Cross road, so-called, leading from the old Long Pond Road, otherwise called the upper road, to the new Long Pond Road, otherwise called the lower road and now numbered Route 46; Easterly by land now or formerly of Roland W. Grindle and Joan M. Grindle; Southerly by Hancock Pond; and Westerly by the land conveyed by Adelle C. Clair to Fred B. Clair by deed dated November 7, 1910 and recorded in said Registry of Deeds in Book 174, Page 314, said Clair land now reputed to be owned by Edward White.

21. All my right, title and interest in and to any land situated in the 6th range of lots in said Bucksport on both sides of the stream flowing into Long Pond, otherwise known as the Long Pond Stream, as said land has heretofore been flowed by any dam erected at the foot of said Long Pond, together with all my right, title and interest in and to any land situated on both sides of said stream and lying between the Easterly and Westerly edges of the upland at the edge of the water in its highest flow in freshet time.

22. Also all my right, title and interest in and to any other land, rights and privileges located in the 6th and 7th ranges of lots in said Bucksport, excepting only that part of parcel numbered 11 and the right of way appurtenant thereto as more particularly hereinbefore reserved.

This conveyance is subject to the rights of the public to travel on and over the new county road leading by Long Pond, otherwise known as the lower road and now numbered Route 46, wherever said road crosses any of the above described premises.

[redacted] a certain lot or parcel of land with the improvements thereon situate in the Town of Bucksport, County of Hancock, State of Maine more particularly described as follows:

Beginning at an iron rod set on the northwesterly line of State Route 46, in said Bucksport, which iron rod marks the southerly-most corner of land described in a deed from Edward C. Wight to Ralph Harriman et al, recorded in Hancock County Registry of Deeds, Volume 793, Page 773; thence South thirty-seven degrees, four minutes, thirty seconds West (S 37-04-30 W) by and along the northwesterly line of State Route 46, a distance of one hundred ninety-five and zero tenths feet (195.0') to an angle in said highway line; thence South forty-one degrees, forty-five minutes, zero seconds West (S 41-45-00 W) by and along the northwesterly line of State Route 46, a distance of one hundred five and nine tenths feet (105.9') to an iron rod set; thence North forty-seven degrees, forty-four minutes, zero seconds West (N 47-44-00 W) a distance of one hundred twelve and zero tenths feet (112.0') to an iron rod set; thence continuing on the same course North forty-seven degrees, forty-four minutes, zero seconds West (N 47-44-00 W) a distance of thirty-five feet (35'), more or less, to low water line of Long Pond; thence northeasterly by and along low water line of Long Pond, a distance of three hundred twelve feet (312'), more or less, to the westerly-most corner of land described in the deed from Wight to Harriman et al, recorded as aforesaid in Volume 793, Page 773; thence South forty-seven degrees, forty-four minutes, zero seconds East (S 47-44-00 E) by and along the southwesterly line of said Harriman lot, a distance of four and zero tenths feet (4.0') to an iron rod set; thence continuing on the same course South forty-seven degrees, forty-four minutes, zero seconds East (S 47-44-00 E) by and along the southerly line of said Harriman lot, a distance of sixty-eight and zero tenths feet (68.0') to the point of beginning, enclosing 0.69 acres.

RESERVING to this grantor, and its successors and assigns, the right to construct, maintain, repair, and operate the dam or a new dam upon the portion of the above-described premises at or near the site of the old Swazey mill dam.

ALSO RESERVING the right to flow the above described premises to an elevation of seventy (70) feet above mean sea level as the same may be flowed by the dam now existing or to be built on the old Swazey mill site, so-called, at the foot of Long Pond, or by a dam at or near the site of said dam.

The within described lot is a portion of parcel one, parcel two, parcel five, and parcel six described in a deed from Albert D. Swazey to St. Regis Paper Company dated January 11, 1965, recorded in Hancock County Registry of Deeds, Volume 976, Page 161.

Bearings referenced herein are oriented to true north based upon a survey of the within described lot by FLIGGA & DAY, Land Surveyors.

[redacted]

SCHEDULE A -17

MAINE REAL ESTATE TRANSFER TAX PAID

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock, and State of Maine, being a portion of Lot 118, Range 7 in said Bucksport, situated on the southeasterly shore of Long Pond adjoining land of the Grantees herein, bounded and described as follows, to wit:

Beginning at an iron pipe driven into the ground about ten feet from the high water mark of Long Pond on the northeasterly line of land of the Grantees herein, said parcel being described in a deed from Albert D. Swazey to George H. Wasson, et al., recorded in the Hancock County Registry of Deeds in Book 804 at Page 153; thence N 44° 11' 45" W about 10 feet to low water mark of Long Pond; thence northerly and northeasterly along the low water mark of said Long Pond about 158 feet to a point; thence S 53° 34' 15" E about 70 feet to an iron rod driven into the ground on the northeasterly line of the Grantor herein and on the line of land conveyed by said Albert D. Swazey to Richard O. Chute by deed recorded in the said Hancock County Registry of Deeds in Book 774, at Page 527; thence continuing on the last bearing a distance of 192.7 feet to an iron pipe set in the northwesterly side of the right-of-way of State Route 46; thence S 36° 31' 00" W along the northwesterly side of the right-of-way of said Route 46 a distance of 199.2 feet to an iron rod set in the ground marking the easterly corner of the Grantees herein; thence N 44° 11' 45" W a distance of 269.4 feet to the point of beginning, containing 1.16 acres, more or less.

All bearings are based on true North. This description is based on a survey by Plisga & Day, land surveyors, dated March 19, 1984.

EXCEPTING and RESERVING, however, the right to flow the above described premises to an elevation of seventy (70) feet above mean sea level as the same may be flowed by the dam now existing or to be built on the old Swazey mill site, so-called, at the foot of Long Pond, or by a dam at or near the site of said dam.

[redacted] reference may be had to a deed of Albert D. Swazey to St. Regis Paper Company dated January 19, 1965, and recorded in Volume 976, Page 161 of the Hancock County Registry of Deeds being a portion of Parcel 11 as conveyed therein. Champion International Corporation is the successor by merger to St. Regis Paper Company.

[redacted]

SCHEDULE A-18

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine, being a portion of Lot 118, Range 7 in said Bucksport, and being the only island in Long Pond, containing, by estimation, 0.25 acre,

EXCEPTING and RESERVING, however, the right to flow the above described premises to an elevation of seventy (70) feet above mean sea level as the same may be flowed by the dam now existing or to be built on the old Swazey mill site, so-called, at the foot of Long Pond, or by a dam at or near the site of said dam.

[redacted] reference may be had to a deed of Albert D. Swazey to St. Regis Paper Company dated January 19, 1965, and recorded in Volume 976, Page 161 of the Hancock County Registry of Deeds being a portion of Parcel 13 as conveyed therein. Champion International Corporation is the successor by merger to St. Regis Paper Company.

[redacted]

SCHEDULE A-19

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine, bounded and described as follows, to wit:-

Being a portion of Lots 110 and 111 in the Seventh Range of lots in said town and lying on the easterly side of Route 46 and being further described as follows:

Beginning at an rebar driven into the ground on the easterly sideline of said Route 46 at the westerly corner of a parcel of land in Lot 111, Range 7, conveyed by Stanwood C. Tingley, Trustee of K-T-L Realty Trust to Betty Ann Turnbull by Bond for a Deed recorded in the Hancock County Registry of Deeds in Book 1014, at Page 167; thence S 47°-17'-45" E a distance of 248.5 feet along a spotted line painted yellow and along land now of formerly of Betty Ann Turnbull to a rebar driven into the ground; thence N 42°-37'-30" E a distance of 389.2 feet along a spotted line painted yellow and along land now or formerly of Betty Ann Turnbull to a rebar driven into the ground; thence S 47°-22'-30" E a distance of 111.9 feet along a spotted line painted yellow and along land now or formerly of Fulton Billings et ux to a rebar driven into the ground; thence S 42°-37'-30" W a distance of 273.6 feet more or less along land of said Fulton Billings et ux to a point; thence S 47°-22'-30" E a distance of 467.1 feet along land of the said Fulton Billings et ux to a rebar driven into the ground at a point 2 rods from the high water mark of Moosehorn Stream; thence southeasterly, southerly, northeasterly and northerly along a line 2 rods distant from the high water mark of said Moosehorn Stream and parallel with raid Stream and along land of the said Fulton Billings et ux a distance of about 502 feet to a point on the northeasterly line of Lot 111, Range 7; thence S 47°-22'-30" E along the northeasterly line of said Lot 111, Range 7 and land of said Fulton Billings et ux about 76 feet to the thread of said Moosehorn Stream; thence southerly, southwesterly, northerly, and southwesterly along the thread of said Moosehorn Stream about 1,219 feet to a point in the center of said Moosehorn Stream; thence S 87°-47'-00"W about 63 feet to a rebar set on the westerly bank of Moosehorn Stream; thence continuing on same course along a spotted line painted blaze orange and along land of said Champion International Corporation a distance of 432.6 feet to a rebar driven into the ground at the easterly sideline of said Route 46; thence along the easterly sideline of said Route 46 a distance of 1,109.3 feet to the point of beginning, containing 15.41 acres, more or less.

The above description is prepared from a compilation of surveys done by Pliska & Day, land surveyors, in 1981, 1983 and October 1993. All bearings are based on true north as determined from solar observations.

Being a portion of the tenth and eleventh parcels in a deed from Albert D. Swasey to St. Regis Paper Company by deed dated January 11, 1965 and recorded in the Hancock County Registry of Deeds in Book 976, at Page 161.

[redacted] certain lots or parcels of land located in the Town of Bucksport, County of Hancock, State of Maine, more particularly described as follows:

Parcel One

Being a strip of land 200 feet in width, crossing portions of land of the Grantor herein located generally southerly of Thurston Pond, so called, and extending from the generally westerly bound of the Grantor, easterly to the generally easterly bound of the Grantor, the northerly bound of said strip being parallel with and 75 feet northerly of a certain survey baseline and the southerly bound being parallel with and 125 feet southerly of the said survey baseline, said baseline being described as follows:

Beginning at the intersection of the said survey baseline and the town line between the Town of Orrington and the Town of Bucksport, also being the county line between the County of Penobscot and the County of Hancock, said point of intersection being shown on sheet #2 of a plan entitled "Line 60 Plan & Profile Survey Baseline Proposed 115 KV Transmission Corridor Orrington to Ellsworth", dated January 23, 1996 by Plisga & Day land surveyors, Project No. LINE60N2, said plan being on file at the Bangor Hydro-Electric Company Right-of-Way Department; said point of intersection being 126.75 feet, more or less, northerly of a stone monument marking the southeast corner of the Town of Orrington, also being the southeast corner of land conveyed by Carl G. Garland to Dale Henderson by deed dated October 25, 1984 and recorded at the Penobscot County Registry of Deeds in Book 3595, Page 3;

Thence S 81°-46'-47" E through the said lands of the Grantor herein a distance of 4,395.63 feet to the generally easterly bound of said lands and the generally westerly bound of land conveyed by the Inhabitants of the Town of Bucksport to Walter Davis by deed dated October 26, 1939 and recorded at the Hancock County Registry of Deeds in Book 668, Page 590, at a point on said westerly bound 91.04 feet, more or less, southwesterly of an iron pin marking the easternmost corner of the said land of the Grantor herein.

Bearings and distances are referenced to the East Zone of the Maine State Coordinate System, NAD 83. The northerly and southerly bounds of the above described 200 foot wide strip of land being extended or contracted as required to intersect the bounds of the land of the Grantor herein.

Containing 20.1 acres, more or less.

Said Parcel being bounded as follows:
- Northerly and Southerly by land of the Grantor herein
- Easterly by land now or formerly of Walter Davis
- Westerly by land now or formerly of Dale Henderson

Being portions of Parcels #2, #4, #5, #6, #7 and #8 of the premises conveyed by Bentley L. Barbour to St. Regis Paper Company by dated January 4, 1980, and recorded in the Hancock County Registry of Deeds in Book 1369, Page 28; said premises being shown as lots #164, #165 and #166 in the "short" range of lots as shown on the original lotting plan of the Town of Bucksport;

Parcel Two

Being a strip of land adjacent to and contiguous with a portion of the generally southwest bound of land of the Grantor herein located generally southerly of Long Pond, so called, and being a portion of lot 115 in the 7th range of lots as shown on the original lotting plan of the Town of Bucksport, the generally northeasterly bound of Parcel Two being parallel with and 75 feet northeasterly of the following described line that generally follows a survey baseline now located on the said land, said survey baseline being shown on sheet #6 of a survey plan entitled "Line 60 Plan & Profile Survey Baseline Proposed 115 KV Transmission Corridor Orrington to Ellsworth", dated January 23, 1996 by Plisga & Day, land surveyors, Project No. LINE60N2, said plan being on file at the Bangor Hydro-Electric Company Right-of-Way Department;

Beginning at the intersection of the said survey baseline and the generally southwest bound of the said land of the Grantor herein, said point of intersection being 342.60 feet, more or less, southeasterly of the western most corner of the Grantor herein, as measured along said southwest bound, said westernmost corner also being the northernmost corner of land conveyed by John C. Cochrane to John F. Pereira et als by deed dated October 20, 1986 and recorded at the said Registry of Deeds in Book 1606, Page 419; Thence N 86°-50'-33" E by and along said survey baseline a distance of 170.65 feet, more or less, to an angle point, said point being 125 feet northeasterly of the said southwest bound of the Grantor herein, as measured along a line perpendicular to said southwest bound; Thence S 46°-05'-58" E by and along said survey baseline a distance of 1,344.56 feet to a point on said survey baseline, said point being 10 feet westerly of a 1/2" iron rod located on said survey baseline near the top of a steep bank, as measured along said baseline; Thence turning and deflecting 44° to the left of the said survey baseline and extending generally easterly a distance of 150 feet, more or less, along a line that would pass through the southernmost corner of Parcel #4 of the Grantor herein, as said Parcel #4 is shown on a plan entitled "Survey Plan of Portions of St. Regis Paper Company Hancock Registry of Deeds Volume 976 - Page 161 State Route 46 - Bucksport, Maine", by

Plisga & Day Land Surveyors, dated March 19, 1984, Proj. No. 81074, to the thread of Moosehorn Stream. The northeasterly bound of the said strip being extended or contracted as required to intersect the bounds of the said lands of the Grantor herein.

The generally southwest bound of the said strip being described as follows:

Beginning at the intersection of the above described northeasterly bound and the southwesterly bound of Grantor herein, thence southeasterly by and along the said southwest bound a distance of 1,790 feet, more or less, to the easterly edge of Moosehorn Stream and the southernmost corner of land of the Grantor herein.

Bearings and distances are referenced to the East Zone of the Maine State Coordinate System, NAD 83.

Containing 7.7 acres, more or less.

Said Parcel being bounded as follows:
- Northerly and Westerly by land of the Grantor herein
- Easterly by land now or formerly of the Inhabitants of the Town of Bucksport, also being the thread of Moosehorn Stream
- Southerly by the said land of John F. Pereira et als.

Being a portion of Parcel #8 of the premises conveyed by Albert D. Swazey to St. Regis Paper Company by deed dated January 11, 1965, and recorded in the Hancock County Registry of Deeds in Book 976, Page 161;

Parcel Three

Being all that portion of land of the Grantor herein shown as Parcel #4 and Parcel #7 on the said plan entitled "Survey Plan of Portions of St. Regis Paper Company Hancock Registry of Deeds Volume 976 - Page 161 State Route 46 - Bucksport, Maine", by Plisga & Day Land Surveyors, dated March 19, 1984, Proj. No. 81074, lying southerly of the following described line:

Beginning at the intersection of the generally northeasterly bound of Parcel Two and the thread of Moosehorn Stream, said point of intersection being at or near the westernmost corner of Parcel #4 of the Grantor herein, Thence by and along the easterly extension of the generally northeast bound of Parcel Two a distance of 250 feet, more or less, to the generally westerly bound of Route 46, so-called.

Containing .18 acres, more or less.

Said Parcel being bounded as follows:
- Northerly by land of the Grantor herein.
- Easterly by Route 46.
- Southerly by land now or formerly of the Inhabitants of the Town of Bucksport.
- Westerly by land of the Grantor herein, also being the thread of Moosehorn Stream.

Being a portion of Parcels #4, and #7 of the premises conveyed by Albert D. Swazey to St. Regis Paper Company by deed dated January 11, 1965, and recorded in the Hancock

County Registry of Deeds in Book 976, Page 161;

Parcel Four

Beginning on the easterly bound of Route 46, at or near an iron rod with a surveyors cap inscribed L.S. 1151 1983, Town of Bucksport, St. Regis, said iron rod marking a northwest corner of land conveyed by Walter H. Snowman, Deputy Sheriff to the Inhabitants of the Town of Bucksport by Sheriff's Deed dated November 30, 1932 and recorded at the Hancock County Registry of Deeds in Book 640, Page 130, also being the generally southwest corner of the premises herein conveyed; thence S 47°-44'-00" E by and along the generally northerly bound of the said land of the Inhabitants of the Town of Bucksport a distance of 180 feet, more or less, to an iron rod with surveyors cap inscribed L.S. 1151 1983, Town of Bucksport, St. Regis, Edward Wright; said iron rod marking the generally southwest corner of land conveyed by Edward C. Wight to Edward C. Wight and Philip H. Wight, Sr. by deed dated October 28, 1986 and recorded at the said Registry of Deeds in Book 1608, Page 341; thence N 28°-16'-00" E by and along the generally westerly bound of the said land of Wight a distance of 417.4 feet, more or less, to an iron rod; thence N 47°-44'-00" W by and along a generally southerly bound of the said land of Wight a distance of 67 feet, more or less, to the generally easterly bound of Route 46, thence generally southerly by and along the said bound of Route 46 a distance of 403 feet, more or less, to the point of beginning.

Containing 1.15 acres, more or less.

Said Parcel being bounded as follows:
- Northerly and Easterly by land now or formerly of Edward C. Wight and Philip H. Wight, Sr.
- Southerly by land of the Town of Bucksport
- Westerly by Route 46.

Bearings and distances taken from the said plan entitled "Survey Plan of Portions of St. Regis Paper Company Hancock Registry of Deeds Volume 976 - Page 161 State Route 46 - Bucksport, Maine", by Plisga & Day Land Surveyors, dated March 19, 1984, Proj. No. 81074.

Being a portion of Parcel #2 and Parcel #5 of the premises conveyed by Albert D. Swazey to St. Regis Paper Company by deed dated January 11, 1965, and recorded at the Hancock County Registry of Deeds in Book 976, Page 161;

Parcel Five

Being a strip of land 200 feet in width located on land of the Grantor herein on the generally easterly side of Route 46, so called ,said land being shown as Parcel #12 and Parcel #14 on the said plan entitled "Survey Plan of Portions of St. Regis Paper Company Hancock Registry of Deeds Volume 976 - Page 161 State Route 46 - Bucksport, Maine", by Plisga & Day Land Surveyors, dated March 19, 1984, Proj. No. 81074. the generally northerly bound of the said strip being described as follows:

Beginning at the intersection of the generally easterly bound of Route 46, so called, and the southwest bound of said Parcel #14, said point being the westernmost corner of Parcel #14 and a northern corner of land conveyed by Edward C. Wight to Edward C. Wight and Philip H. Wight, Sr. by deed dated October 28, 1986 and recorded at the said Registry of Deeds in Book 1608, Page 341; Thence northeasterly through the said lands of the Grantor herein a distance of 1,790 feet, more or less, to the westernmost corner of land conveyed by Ruth Wardwell, as Executrix of the estate of Byron Colby, to Elsie C. Good by deed dated September 4, 1981 and recorded at the said Registry of Deeds in Book 1419, Page 308.

The generally southerly bound of the said strip being parallel with and 200 feet southerly of the above described generally northerly bound, said southerly bound being extended or contracted as required to intersect the bounds of the said lands of the Grantor herein.

Containing 8.2 acres, more or less.

Said Parcel being bounded as follows:
- Easterly by the said land of Elsie C. Good (now Elsie G. Mann).
- Northerly and Southerly by land of the Grantor herein.
- Westerly by the said land of Edward C. Wight and Philip H. Wight, Sr.

Being a portion of Parcel #12 and Parcel #14 of the premises conveyed by Albert D. Swazey to St. Regis Paper Company by deed dated January 11, 1965, and recorded in the Hancock County Registry of Deeds in Book 976, Page 161;

RESERVING, NEVERTHELESS, unto the Grantor, its, successors and assigns, the right to cross and recross said Parcels of land along all existing roads as may be necessary in using the property adjacent to said Parcels, and the right to construct new roads on said Parcels provided that: any new roads be constructed as nearly perpendicular, as is reasonably possible to the said Parcels, the nearest point of the travelled way is not to be within fifty (50) feet horizontally of any of the Grantee's facilities constructed or to be constructed on said Parcels; that such use will not prohibit the Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and that such use will not interfere with the Grantees ability to construct, maintain and operate overhead or underground utility lines on the Parcels of land herein conveyed. Furthermore, the Grantee, for itself and its successors and assigns agrees, by the acceptance of this deed, to give permission to the Grantor and its, successors and assigns to do such grading and filling in connection with the aforesaid uses as will not interfere with the utility line or lines to be constructed within said Parcels, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

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GRANTOR hereby reserves unto itself, its successor and assigns, all trees timber, wood and forest products standing or downed, growing or to be grown upon the above-described land together with the right of ingress and egress for the purposes of harvesting same, for a term and period of thirty-six (36) months from and after the date execution hereof by Grantor, as evidenced below and upon the expiration of this thirty-six (36) month term, all such trees, timber, wood and forest products hereinabove described shall revert to, belong to and become the property of the Grantee, its successors and assigns.

a certain lot or parcel of land situated on the northeasterly side of Route 15, otherwise known as the Bangor Road, River Road, or Shore Road, in the Town of Bucksport, County of Hancock and State of Maine, and being further bounded and described as follows:

Beginning on the said northeasterly side of Route 15 at an iron set in the ground at the northwesterly corner of land conveyed by Edwin S. Lovell to Webber Tanks, Inc. by Warranty Deed dated August 28, 1968 and recorded in the Hancock County Registry of Deeds in Book 1066, Page 405; thence running South 76° 47' East by the northeasterly line of said Webber Tanks, Inc. land a distance of 2665.7 feet to an old stone wall and land now or formerly of Robert B. Bennett; thence running North 14° 05' East by the northwesterly line of said Bennett land (said line being marked in part by said old stone wall), and by land of St. Regis Paper Company, said St. Regis Paper Company land being marked by a chain link fence and by land now or formerly of Helen Chipman, a distance of 701.0 feet to an iron pin set in the ground; thence running North 76° 08' West by said Chipman land, a distance of 1329.9 feet to the southeasterly corner of land conveyed by W. L. Hussey to Maine Seaboard Paper Company by Warranty Deed dated January 4, 1930 and recorded in said Registry of Deeds in Book 629, Page 86, and more recently conveyed to St. Regis Paper Company by Time, Incorporated by Deed dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434, said southeasterly corner being marked by the intersection of two fence lines; thence running North 76° 51' West by an old wire and rail fence marking the southwesterly side of said last mentioned St. Regis Paper Company land, a distance of 696.7 feet to an angle in the southwesterly line of said last mentioned St. Regis Paper Company land; thence running North 77° 28' West in part by an old stone wall and in part by said old wire and rail fence; being the southwesterly line of said last mentioned St. Regis Paper Company land a distance of 680.7 feet to a 3-inch iron pipe set in the ground; thence running South 77° 53' West by said St. Regis Paper Company land a distance of 333.6 feet to a 3-inch iron pipe set in the ground on the northeasterly side of said Route 15, said iron pipe being 40 feet South 18° East measured along the northeasterly side of said Route 15 from the southwesterly corner of land conveyed by St. Regis Paper Company to Laurence E. Alley et al by deed dated December 31, 1956 and recorded in said Registry of Deeds in Book 947, Page 26; thence running South 18° East by the northeasterly side of said Route 15, a distance of 500 feet to an angle in the northeasterly side of said Route 15; thence running South 14° 57' East by the northeasterly side of said Route 15 a distance of 155.1 feet to an iron pin set in the ground at the northwesterly corner of said Webber Tanks, Inc. land and the point of beginning.

This conveyance is made subject to an easement granted Maine Seaboard Paper Company by Evvie L. Lovell by deed dated July 18, 1930 and recorded in said Registry of Deeds in Book 630, Page 329.

being a part of the premises conveyed to the Grantor herein by the said Evvie L.

Lovell by deed dated July 18, 1930 and recorded in said Registry of Deeds in Book 725, Page 289 and by deed from Gladys L. Homer to the Grantor herein and Mildred P. Lovell, as joint tenants, by deed dated June 1, 1953 and recorded in said Registry of Deeds in Book 767, Page 258, the said Mildred P. Lovell having died September 14, 1965, the Grantor herein hereby conveys as surviving joint tenant.

Reserving from the premises hereinabove conveyed for and during the duration of the natural life of the Grantor herein, and no more, a certain lot or parcel of land situated on the northeasterly side of said Route 15, in said Bucksport, being bounded and described as follows:

Beginning at a point on the northeasterly side of said Route 15, which point is on a course of South 18° East from the northwesterly corner of the premises herein above conveyed a distance of 169.9 feet (measured along the northeasterly side of said Route 15), and from said point of beginning thence running North 72° East a distance of 72 feet to a 3-inch iron pipe set in the ground; thence continuing on the same course of North 72° East, a distance of 288.0 feet to a point; thence running South 18° East a distance of 235.4 feet to a point; thence, 72° West a distance of 319.6 feet to a 3-inch iron pipe set in the ground; thence continuing on the same course South 72° West a distance of 40.4 feet to the northeasterly side of said Route 15; thence running North 18° West by the northeasterly side of said Route 15, a distance of 235.40 feet to the point of beginning.

SCHEDULE A-22

a certain lot or parcel of land situated in said Bucksport lying easterly of the River Road, sometimes known as the Bangor Road or State Highway 15, and westerly of MacDonald Street, formerly known as the road leading to the Buck Settlement and otherwise formerly known as the town road from Bucksport Village by the burying ground and land of H. S. Lanpher to the Turner School House, and being further bounded and described as follows:

Beginning at an iron set in the ground on the northwesterly line of land conveyed by Alice B. Warren and Mary L. Buck, being heirs of Joseph Bradley, to George P. Colby by Warranty Deed dated March 20, 1900 and recorded in the Hancock County Registry of Deeds in Book 356, Page 219, said George P. Colby land being now of Helen Colby Chipman, said iron also being 2 rods northeasterly measured along the northwesterly line from the westerly corner of land conveyed to George P. Colby by Alice B. Warren et al as aforesaid and being on the northeasterly line of land conveyed by Bert H. Bennett to Maine Seaboard Paper Company by Warranty Deed dated September 5, 1930 and recorded in said Registry of Deeds in Book 631, Page 173, said Maine Seaboard Paper Company land being now of St. Regis Paper Company, and being locally known as the "filter house lot"; from said iron and point of beginning thence running North 59° 02' West by the northeasterly line of land conveyed to Maine Seaboard Paper Company by Bert H. Bennett as aforesaid 137.43 feet to an iron set in the ground, said iron being the most northerly corner of land conveyed to Maine Seaboard Paper Company as aforesaid and in said deed erroneously called the northwesterly corner of said Bert H. Bennett property, said iron also marking the most easterly corner of land conveyed to St. Regis Paper Company by Edwin S. Lowell by deed dated November 18, 1974 and recorded in said Registry of Deeds in Book 1204, Page 291; thence continuing North 59° 02' West by the northeasterly line of land conveyed to St. Regis Paper Company by Edwin S. Lowell as aforesaid 1322.13 feet, more or less, to land conveyed to Maine Seaboard Paper by W. L. Hussey by deed dated January 4, 1930 and recorded in said Registry of Deeds in Book 629, Page 86 (the northeasterly line of land conveyed to Maine Seaboard Paper Company by Bert H. Bennett as aforesaid and the northeasterly line of land conveyed to St. Regis Paper Company by Edwin S. Lowell as aforesaid, being the southwesterly line of land conveyed to Joseph Bradley by William Farnham by Warranty Deed dated November 21, 1831 and recorded in said Registry of Deeds in Book 55, Page 463 and also believed to be the line between River Lots numbered 3 and 4 in the Town of Bucksport); thence running about North 18° 22' East by land conveyed to Maine Seaboard Paper Company by W. L. Hussey as aforesaid and now of St. Regis Paper Company 489.51 feet, more or less, to a corner in land so conveyed to Maine Seaboard Paper Company by W. L. Hussey as aforesaid; thence running South 59° 02' East by said former Hussey land, now of St. Regis Paper Company, and by land formerly of one Benson and now of Helen Colby Chipman 1600 feet, more or less, to an iron set in the ground at the most northerly corner of land conveyed by Alice B. Warren et al to George P. Colby as aforesaid; thence running South 32° 36' West by land conveyed to George P. Colby as aforesaid, being now of Helen Colby Chipman, 477.92 feet to an iron set in the ground and the point of beginning.

This conveyance is made subject to an easement given by said Bert H. Bennett to

Maine Seaboard Paper Company dated July 18, 1930 and recorded in said Registry of Deeds in Book 630, Page 328.

Being the major portion of the land conveyed to Joseph Bradley by William Farnham by Warranty Deed dated November 21, 1831 and recorded in said Registry of Deeds in Book 55, Page 463 and being a portion of the premises more recently conveyed by Margaret B. Bradley et al to Mary S. Buck et al by deed dated July 29, 1845 and recorded in said Registry of Deeds in Book 77, Page 521. Said premises described in said deed to Mary S. Buck being the "Bradley Farm", so called, and being a portion of the premises conveyed to my great uncle, Bert H. Bennett, by Emma M. Dean, John A. Lawrance and Steven Lawrance by deeds dated and recorded in the Hancock County Registry of Deeds respectively, September 5, 1912, Book 493, Page 394; November 4, 1913, Book 502, Page 251; December 15, 1913, Book 503, Page 75. The Grantor herein derives her title in part through inheritance from the said Bert H. Bennett and in part through various deeds among the heirs of said Bert H. Bennett, all as more fully set forth in the Grantor's affidavit of recent date to be recorded in said Registry of Deeds.

SCHEDULE A-23

a certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine, lying easterly of the Bangor Road, otherwise known as Route 15, being further bounded and described as follows:

Beginning at an iron pipe set in the ground at the most northerly corner of land conveyed by W. L. Hussey to Maine Seaboard Paper Company by deed dated January 4, 1930 and recorded in the Hancock County Registry of Deeds in Book 947, Page 78 and more recently conveyed as Parcel No. 2 in the deed given by Time, Incorporated to St. Regis Paper Company dated December 17, 1946 and recorded in said Registry of Deeds in Book 711, Page 434, said point of beginning also being the most northeasterly corner of the second parcel of land conveyed by Albert Giard to Philip C. Seekins and Dorothy H. Seekins by Warranty Deed dated April 28, 1961 and recorded in said Registry of Deeds in Book 947, Page 78; thence running South 30° 29' 45" West by the northwesterly line of land conveyed to the Grantee herein as aforesaid 479.9 feet to an iron pipe set in the ground marking a corner in land of the Grantee herein; thence running North 56° 50' West by the northeasterly line of land of the Grantee herein, said line being marked in part by a stone wall 181.6 feet to the southeasterly line of land conveyed by the Grantors herein to Central Maine Power Company by Warranty Deed dated October 21, 1965 and recorded in said Registry of Deeds in Book 997, Page 403; thence running North 58° 54' East by the southeasterly line of land conveyed to Central Maine Power Company as aforesaid 120.1 feet to an angle in said Central Maine Power Company land; thence running North 42° 39' East by said Central Maine Power Company land 376.3 feet to the intersection of the southeasterly line of land conveyed to Central Maine Power Company as aforesaid with the northeasterly line of land conveyed by W. L. Hussey to Maine Seaboard Paper Company as aforesaid, being now of the Grantee herein; produced northwesterly; thence running South 56° 50' East on the projection northwesterly of the northeasterly line of land of the Grantee 45.1 feet to an iron pipe set in the ground and the point of beginning. Containing 1.1 acres, more or less, and being a portion of the second parcel of land conveyed to the Grantors herein by Albert Giard by Warranty Deed dated April 28, 1961 and recorded in said Registry of Deeds in Book 947, Page 78.

the land in Bucksport, Hancock County, State of Maine, bounded and described as follows:

PARCEL 1: Lot 59 in the fourth range of lots in said Bucksport, Hancock County, Maine.

PARCEL 2: Lot 164 in the short range of lots, so-called, in said Bucksport, said short range lying North of, parallel with, and adjoining the fifth range of lots in said Bucksport.

PARCEL 3: A certain lot or parcel of land situated in said Bucksport, it being a part of lot 60 in the fourth range of lots and bounded and described as follows: Bounded on the Southerly and Westerly side by land formerly of Bartholomew D. Bridges; on the North by land of Alfred L. Smith; and on the East by the range line between the fourth range and the short range of lots in said Bucksport containing fifteen (15) acres, more or less. Being the same premises described in a warranty deed of Samuel Tewksbury to Alfred L. Smith dated November 15, 1876, and recorded in Volume 177, Page 356 of the Hancock County Registry of Deeds.

PARCEL 4: One half of lot 165 in the short range of lots in said Town of Bucksport being the Westerly one half of said lot. Being the same premises as described in a warranty deed of H. A. Chase to Alfred L. Smith dated February 3, 1868, and recorded in Volume 131, Page 467 of the Hancock County Registry of Deeds.

The above four lots or parcels of land are portions of the premises described in the quitclaim deed with covenant of Julia Ann Smith to the said Bentley L. Harbour dated January 9, 1945, and recorded in Volume 695, Page 569 of the Hancock County Registry of Deeds.

PARCEL 5: A certain lot or parcel of land lying in lot 165 in the fourth range of lots of the Town of Bucksport, and being all that portion of the premises described in a warranty deed of Sewall Lake to Isaac Small dated June 30, 1855, and recorded in Volume 112, Page 280 of the Hancock County Registry of Deeds as lies Westerly of a winter road that crosses said lot leading from Jacob Bucks Pond to the McCurdy Pond.

Meaning and hereby conveying all and the same premises as described in a warranty deed of Edmund Williams to Alfred L. Smith dated October 5, 1872, and recorded in Volume 148, Page 446 of said Registry, and most recently described in the quitclaim deed with covenant of Julia Ann Smith to Bently L. Harbour dated January 9, 1945, and recorded in said Registry in Volume 695, Page 569.

PARCEL 6: Being a part of lot 165 in the fourth range or short range and bounded Southerly by land formerly of Bryant Kinch and Edmund Williams, Westerly by land formerly of Joseph Tillock, Northerly by land of Iva Harriman, and Easterly by land of the heirs of Thomas J. Hewey, and containing twenty-five (25) acres, more or less.

Meaning and hereby conveying the second lot as described in a warranty deed of Albert B. Willins to the said Bentley L. Harbour dated March 5, 1963, and recorded in Volume 933, Page 307 of the Hancock County Registry of Deeds.

BOOK

PARCEL 7: Beginning at the corner between lots 166 and 167 according to the plan of the Town of Bucksport and on the range line; thence Westerly on the line between said lots to land sold to Eastman and Wheelding; thence Southerly across lot 166 by land sold Eastman, Rich, Baker, Smith, and Colson to the line between 165 and 166 as per said plan; thence Easterly on said line between 165 and 166 to the said range line; thence on said range line to the point of beginning, being the Easterly end of lot 166 as per plan of the Town of Bucksport aforesaid, containing about seventy (70) acres, excepting and reserving a lot of about six and one fourth acres formerly belonging to David Appleton or Orrington, Penobscot County, State of Maine.

Meaning and hereby conveying the first lot as described in the warranty deed of Albert B. Willins to the said Bentley L. Barbour dated March 5, 1963, and recorded in Volume 933, Page 307 of the Hancock County Registry of Deeds.

PARCEL 8: A certain lot or parcel of land situated in said Bucksport and bounded and described as follows: Being a part of lot 166 in a short range of lots as per the plan of said Town. Beginning at a tree marked at the Northeast corner of said lot and on line of A. W. King land (or Clements lot); thence Southwesterly on said line twenty and one half (20 1/2) rods to a stake or tree marked; thence Southeasterly by a spotted line about forty-eight (48) rods to a tree marked; thence Northeasterly by a spotted line about twenty and one half (20 1/2) rods to a tree marked; thence Northwesterly by a spotted line about forty-eight (48) rods to the first mentioned bound, containing six and one fourth (6 1/4) acres, more or less.

Meaning and hereby conveying all and the same premises as described in a quitclaim deed with covenant of Albert B. Willins to the said Bentley L. Barbour dated June 30, 1955, and recorded in Volume 775, Page 337 of the Hancock County Registry of Deeds, (an undivided one half interest); and in the warranty deed of Albert B. Willins to Bentley L. Barbour dated March 5, 1963, and recorded in Volume 933, Page 307 of said Registry, (an undivided one half interest).

EXCEPTING and RESERVING, however, a right of way for all purposes of a right of way, including the right to build and maintain a road and to install and maintain utilities across the Southeasterly corner of lot 164 which right of way is more fully described in a deed of Bentley L. Barbour to Carl R. Lobley dated June 6, 1958, and recorded in Volume 818, Page 436 of the Hancock County Registry of Deeds. Conveying, however, to the St. Regis Paper Company, its successors and assigns, all interest held by the Grantor in and to the right of way as described in said deed.

SCHEDULE A-25

warranty covenants, the following described real estate:

A certain lot or parcel of land together with any improvements thereon situated in Bucksport, Hancock County, Maine, more particularly described as follows, viz:

Beginning at an iron rod set on the line between lots numbered 111 and 110, range 7, in said Bucksport, which iron rod marks the southerly-most corner of land described in a deed from Lavetor Witham to Thomas V. Witham, recorded in Hancock Registry of Deeds, Volume 530, Page 482; thence North forty-two degrees, thirty-seven minutes, thirty seconds East (N 42° 37' 30" E) by and along the northwesterly line of the eleventh parcel described in a deed from Albert D. Swazey to St. Regis Paper Company, recorded in said Registry, Volume 976, Page 161, a distance of three hundred eighty-two and seven tenths feet (382.7') to an iron rod set; thence North forty-seven degrees, seventeen minutes, forty-five seconds West (N 47° 17' 45" W) by and along the southwesterly line described in a bond for a deed to Betty Ann Turnbull, recorded in said Registry, Volume 1409, Page 167, a distance of fifty-six and nine tenths feet (56.9') to an iron rod set; thence South forty-two degrees, thirty-seven minutes, thirty seconds West (S 42° 37' 30" W) a distance of three hundred eighty-two and eight tenths feet (382.8') to an iron rod set on the aforementioned division line between lots numbered 110 and 111, range 7; thence South forty-seven degrees, twenty-two minutes, thirty seconds East (S 47° 22' 30" E) by and along said division line, a distance of fifty-six and nine tenths feet (56.9') to the point of beginning, enclosing 0.500 acres.

MAINE REAL ESTATE TRANSFER TAX PAID

For Michael S. Lehfeldt and Elizabeth S. Lehfeldt source of title, reference may be had to a deed from Stanwood C. Tingley as Trustee of K-T-L Realty Trust to Michael S. Lehfeldt and Elizabeth S. Lehfeldt, dated March 31, 1983, recorded in Hancock Registry of Deeds, Volume 1476, Page 240. Stanwood C. Tingley as Trustee of K-T-L Realty Trust joins in this deed as grantor to release the interest he acquired in the above described premises by virtue of a mortgage deed from Michael S. Lehfeldt and Elizabeth S. Lehfeldt, dated July 15, 1983, recorded in Hancock Registry of Deeds, Volume 1476, Page 242.

Bearings referenced herein are calculated from a traverse oriented to true north established for a survey of the within described lot by Plisga & Day, Land Surveyors.

SCHEDULE A-26

A certain lot or parcel of land together with any improvements thereon situate in Bucksport, Hancock County, Maine, more particularly described as follows, viz:

Beginning at an iron rod set on the line between lots numbered 112 and 111, range 7, in said Bucksport, which iron rod marks the easterly-most corner of land described in a deed from Lavator Witham to Thomas V. Witham, recorded in Hancock Registry of Deeds, Volume 530, Page 482; thence South forty-two degrees, thirty-seven minutes, thirty seconds West (S 42° 37' 30" W) by and along the northwesterly line of the eleventh parcel described in a deed from Albert D. Swazey to St. Regis Paper Company, recorded in said Registry, Volume 976, Page 161, a distance of three hundred eighty-nine and four tenths feet (389.4') to an iron rod set; thence North forty-seven degrees, seventeen minutes, forty-five seconds West (N 47° 17' 45" W) by and along the southwesterly line described in a bond for a deed to Betty Ann Turnbull, recorded in said Registry, Volume 1409, Page 167, a distance of one hundred eleven and nine tenths feet (111.9') to an iron rod set; thence North forty-two degrees, thirty-seven minutes, thirty seconds East (N 42° 37' 30" E) a distance of three hundred eighty-nine and two tenths feet (389.2') to an iron rod set on the aforementioned division line between lots numbered 112 and 111, range 7; thence South forty-seven degrees, twenty-two minutes, thirty seconds East (S 47° 22' 30" E) by and along said division line, a distance of one hundred eleven and nine tenths feet (111.9') to the point of beginning, enclosing 1.0 acres.

Bearings referenced herein are calculated from a traverse oriented to true north established for survey of the within described lot by Pliega & Day, Land Surveyors.

SCHEDULE A-27

A certain lot or parcel of land situated in Bucksport, Hancock County, Maine, bounded and described as follows, to wit:

Beginning at an iron rod set in the generally southerly sideline of Route 46 also known as the Long Pond Road, so-called, in said Bucksport, said iron rod defining the generally northerly corner of premises now or formerly of A. C. Swazey and now or formerly of St. Regis Paper Company; thence South Twenty-nine Degrees Thirty Minutes East (S 29° 30' E) by and along the northeasterly boundary of land now or formerly of said A. C. Swazey a distance of Two Hundred Thirty Feet (230') more or less to an iron rod set; thence North Sixty Degrees Fifty-two Minutes Thirty Seconds East (N 60° 52' 30" E) a distance of Three Hundred Seventy-seven Feet (377') more or less to an iron rod set; thence North Twenty-eight Degrees Forty-five Minutes West (N 28° 45' W) a distance of Four Hundred Two Feet (402') more or less to an iron pipe situated on the Southerly sideline of said Route 46; thence in a generally southwesterly direction but always by and along the generally southerly sideline of said Route 46 a distance of Three Hundred Eighty-five Feet (385') more or less to the point of beginning.

The above described parcel has been represented to contain 2.8 acres, more or less, according to a Survey Plan entitled "Stella Arey Lot, Bucksport, Maine" dated November 20, 1980 prepared by John Olson, Registered Land Surveyor Number 1099.

EXCEPTING the following described premises conveyed on August 6, 1984, by these grantors and Stanwood C. Tingley, Trustee, to St. Regis Corporation by Warranty Deed in Book 1508, Page 264, of the Hancock County Registry of Deeds:

Beginning at an iron rod set on the line between lots numbered 111 and 110, range 7, in said Bucksport, which iron rod marks the southerly-most corner of land described in a deed from Lavator Witham to Thomas V. Witham, recorded in Hancock Registry of Deeds, Volume 530, Page 482; thence North forty-two degrees, thirty-seven minutes, thirty seconds East (N 42° 37' 30" E) by and along the northwesterly line of the eleventh parcel described in a deed from Albert D. Swazey to St. Regis Paper Company, recorded in said Registry, Volume 976, page 161, a distance of three hundred eighty-two and seven tenths feet (382.7') to an iron rod set; thence North forty-seven degrees, seventeen minutes, forty-five seconds West (N 47° 17' 45" W) by and along the southwesterly line described in a bond for a deed to Betty Ann Turnbull, recorded in said Registry, Volume 1409, Page 167, a distance of fifty-six and nine tenths feet (56.9') to an iron rod set; thence South forty-two degrees, thirty-seven minutes, thirty seconds West (S 42° 37' 30" W) a distance of three hundred eighty-two and eight tenths feet (382.8') to an iron rod set on the aforementioned division line between lots numbered 110 and 111, range 7; thence South forty-seven degrees, twenty-two minutes, thirty seconds East (S 47° 22' 30" E) by and along said division line, a distance of fifty-six and nine tenths feet (56.9') to the point of beginning, enclosing 0.500 acres.

Being a portion of premises conveyed by Stanwood C. Tingley to Michael S. Lehfeldt and Elizabeth S. Lehfeldt by Warranty Deed dated March 21, 1983, and recorded in Book 1476, Page 240, of said registry.

SCHEDULE A-28

a New York corporation with its principal office at One Champion

a

certain lot or parcel of land lying easterly of Maine Route No. 15, also known as the River Road, and also lying easterly of the 265' wide main transmission line of Central Maine Power Company, in Bucksport, in the County of Hancock, and State of Maine, and more fully described as follows:

Beginning at a set 5/8" iron rod in the north line of now Champion-St. Regis, formerly the Hussey Farm, recorded in Hancock Registry of Deeds in Book 711, Page 434, said iron rod being located South 58°-05'-00' East and one hundred seventy seven and twenty four hundredths (177.24) feet, by and along the said Champion-St. Regis, of a found 2" iron pipe in the northeasterly corner of now Champion-St. Regis, recorded in Book 1254, Page 475, and said iron rod being in the northerly line of the gravel road around the Bark Pile and also being in the easterly line of a tote road running northerly from the said Bark Pile Road, thence South 58°-05'-00" East, by and along the said Champion-St. Regis, a total distance of fourteen hundred eighty five and twenty three hundredths (1485.23) feet to a second set 5/8" iron rod in the southwesterly corner of now Melissa Chipman, recorded in Book 1334, Page 207, Lot II, thence North 31°-15'-30" East, by and along the said Chipman, and by and along a blazed and painted line, a total distance of eight hundred sixty two and fifty three hundredths (862.53) feet to a found 5/8" iron rod in the southerly line of now Max L. Leavitt, recorded in Book 1125, Page 573, thence North 57°-42'-00" West, by and along the said Leavitt, and by and along a blazed and painted line, and being on or close to a stone wall for a time, a total distance of fourteen hundred eighty five and thirty eight hundredths (1485.38) feet to a third set 5/8" iron rod near the easterly cleared line of the 265' wide Central Maine Power Company main transmission line, thence South 31°-15'-30" West, by and along the said Max L. Leavitt, recorded in said Book 1125, Page 573 as the first parcel, and by and along what is to be signed and recorded as a boundary line agreement between the said Max L. Leavitt and Frank J. Boyle as the property described herein, and by and along a blazed and painted line, and later by and along believed to be now Michael P. Dunbar and Faylene R. Dunbar, recorded in Book 1612, Page 218, recommended by this surveyor for boundary line agreement between the said Dunbars and Frank J. Boyle as the property described herein, and crossing an easement for a 100' wide transmission line of Central Maine Power Company, recorded in Book 1019, Page 89, and by and along a blazed and painted line, a total distance of eight hundred seventy two and forty eight hundredth (872.48) feet to the said first iron rod at the points of beginning; all the bearings being magnetic November, 1986; and the parcel containing a calculated 29.58 acres.

EXCEPTING AND RESERVING however from the above described premises a 100' wide easement for a power line crossing as described in the August 17, 1966 deed of Ida D. Rolsky to the said Central Maine Power Company, recorded in Book 1019, Page 89, said crossing beginning at a point in the westerly line of the above described property at a point five hundred fifty five (555) feet, more or less, southerly of its 5/8" iron rod northwesterly corner, and running southeasterly in a straight line one thousand twenty (1020) feet, more or less, to a point in the southerly line of the above described property, said point being northwesterly, by and along the said Champion-St. Regis, five hundred twenty five (525) feet, more or less, of the said 5/8" iron rod in the southeasterly corner of the above described parcel.

MEANING AND INTENDING to describe the same premises as the October 25, 1982, deed of Malachi Boyle to Frank J. Boyle, recorded in Book 1448, Page 238.

This description is based on a November 1986 through August 10, 1987 survey by Eugene L. Putnam of Hampden, Maine, and based on this and the agreed upon and suggested boundary line agreement with the said Leavitt and the said Dunbars, along its westerly property line, is given to locate the property properly on the face of the earth, and to define its boundaries.

REAL ESTATE TRANSFER TAX PAID

SCHEDULE A-29

MAINE REAL ESTATE TRANSFER TAX PAID

A certain lot or parcel of land situated in Bucksport, County of Hancock, State of Maine, bounded and described as follows, to wit.

LOT NO. 1. Beginning at the west side of the Old Road running from Bucksport Village to the Hewey settlement, so called and at the southerly line of land of Leonard Goode et al; thence running southerly by said road fifty rods, more or less to a stake and stones; thence westerly to the range line, but always following the northerly line of land of the Estate of Mattie Stubbs; thence northerly by said range line fifty rods, more or less, to a stake and stones which marks the southwest corner of Lot #2 herein described; thence easterly to the point of beginning, containing forty acres, more or less, and being part of Lot #127 of the Fifth Range.

EXCEPTING AND RESERVING a certain lot or parcel of land situated in the Town of Bucksport, County of Hancock, State of Maine, being bounded and described as follow, to wit. Beginning at a stake and stones set on the westerly sideline of the Old Road, so-called, running from Bucksport Village to the Hewey settlement, so-called, said stake and stones also marking the generally southeasterly corner of Lot #1 described in a deed from Gladys E. Davis to Philip M. Faulkner, dated March 10, 1969, and recorded in the Hancock County Registry of Deeds in Vol. 1076, Page 90; thence westerly, but all times by and along the southerly sideline of Lot #1, and the northerly sideline of land now or formerly of the Estate of Mattie Stubbs, to the range line; thence northerly by said range line four hundred forty-nine (449') feet, more or less to a point; thence easterly, but at all times parallel with the southerly sideline of Lot #1 to the said road; thence southerly, but all times by and along the westerly sideline of said road four hundred forty-nine (449') feet more or less to a stake and stones, said stake and stones marking the point of beginning. Said lot contains twenty (20) acres, more or less, and is a part of Lot #27 of Range #5.

Any an all other rights, easements, privileges and appurtenances belonging to the granted estate are hereby conveyed.

Being the same premises conveyed from Philip M. Faulkner to Roland and Gisa Wessels by deed recorded in the Hancock County Registry of Deeds on July 9, 1979 in Book 1354, Page 269.

Certain lots or parcels of land, together with any buildings thereon, situate in Bucksport, Hancock County, Maine, bounded and described as follows:

FIRST PARCEL: Beginning on the bank of the Penobscot River at small oak tree spotted standing near a large sapling on the line of the allowance way between the lot hereby conveyed and the lot formerly occupied by Luther Lawrence and owned by Elmer Lowell; thence South 61° East about 32 rods to the Bangor and Bucksport Shore Road; thence by said road South 12 1/2° West to line of land of the estate of Jonathan Farnham; thence by said line to the Penobscot River; thence by said River to the first mentioned bound.

Excepting therefrom such portion of said parcel of land as has been previously conveyed by James Patterson, a former owner of said premises, to the B. & B. R.R. Co., being a strip 5 rods wide extending across said lot, and the portion beyond to the River conveyed to Maine Seaboard Paper Co..

SECOND PARCEL: Beginning on the easterly side of said Bucksport and Bangor Shore Road and being a continuance of the first described line of the lot above described; thence South 61° East about 55 rods to a stone wall; thence by said wall South 26 1/2° West to line of land formerly of Benjamin Ames; thence on line of Ames land to the aforesaid road; thence by said road to place of beginning.

Excepting therefrom the small parcel conveyed to the Central Maine Power Company at the southeasterly corner and the parcel for a house lot at the northwest corner conveyed to Ruth Atwood.

Excepting and Reserving, in addition to the exceptions mentioned aforesaid, the above First Parcel previously conveyed to one Bakeman, which parcel is included in this conveyance as a reference for the starting point and line referred to in said Second Parcel.

The aforesaid FIRST and SECOND PARCELS, and the exceptions, are as described in the deed of Albert Giard to Philip C. Seekins and Dorothy H. Seekins dated April 28, 1961, recorded in Book 947, Page 78 of the Hancock County Registry of Deeds. See also deed of Dorothy L. Seekins to Philip C. Seekins dated October 31, 1985, recorded in Book 1558, Page 31 of said Registry of Deeds.

THIRD PARCEL: A certain lot or parcel of land situate on the easterly side of the Bangor Road, otherwise known as Route 15, in Bucksport, County of Hancock and State of Maine, bounded and described as follows:

Beginning on the easterly side of said Bangor Road at the southwesterly corner of the second parcel of land conveyed to Philip C. Seekins and Dorothy H. Seekins by Albert Giard by warranty deed dated April 28, 1961, recorded in the Hancock Registry of Deeds in Book 947, Page 78, being also the northwesterly corner of land conveyed to Maine Seaboard Paper Company by W. L. Hussey by deed dated January 4, 1930, recorded in Book 629, Page 86 of said Registry and more recently having been conveyed as Parcel No. 2 in the deed from Time, Incorporated to St. Regis Paper Company dated December 17, 1946, recorded in Book 711, Page 434; from said point of beginning thence running South 57° 29' 30" East by the southwesterly line of said Seekins land 465 feet, more or less, to the northeasterly corner of land conveyed by St. Regis Paper Company to Laurence E. Alley at al. by deed dated December 31, 1956, recorded in Book 947, Page 26; thence running southwesterly by the northwesterly line of said Alley land 492 feet, more or less, to the easterly side of the Bangor Road; thence running northerly by said Bangor Road 495 feet, more or less, to the southwesterly corner of land of said Philip C. Seekins and Dorothy H. Seekins and the point of beginning.

This conveyance is made subject to an easement granted Central Maine Power Company by St. Regis Paper Company by instrument dated March 10, 1965, recorded in said Registry in Book 979, Page 156, said easement being a part of strip No. 3, so-called, as described in said deed.

This conveyance is made further subject to all rights and easements conveyed to Central Maine Power Company by deed of Maine Seaboard Paper Company dated July 12, 1932, recorded in Book 640, Page 464 of said Registry, and by deed of St. Regis paper Company dated March 1, 1957, recorded in Book 798, Page 126 of said Registry.

The foregoing THIRD PARCEL, together with the easements to which subject, is as described in the deed from St. Regis Paper Company to Philip C. Seekins and Dorothy H. Seekins dated March 19, 1976, recorded in Volume 1254, Page 475 of said Registry. See also deed of Dorothy L. Seekins to Philip C. Seekins dated October 31, 1985 and recorded in Book 1558, page 31 of said Registry of Deeds.

Excepting and reserving the parcels conveyed in Book 997, Page 403 and in Book 1254, Page 477 of said Registry of Deeds.

SCHEDULE A-31

Being all and the same real estate described in a deed from Roy R. Homer to Randall S. Jones, dated January 27, 1920 and recorded in the Hancock County Registry of Deeds in Book 550, Page 493 and hereby referred to.

Being the same real estate, and same exceptions described in a deed from Louise J. Wheet to Edwin P. Bennett and Evelyn B. Bennett, dated June 15, 1951, and recorded in the Hancock County Registry of Deeds in Volume 742, Page 66, and hereby referred to for more particular description of the premises.

Being the same premises conveyed to Max L. Leavitt by deed of the United States of America, dated September 3, 1971 and recorded in the Hancock County Registry of Deeds in Volume 1125, Page 573.

Being the same premises conveyed to Max L. Leavitt by deed of Arthur J. Drake and Evelyn Drake dated July 24, 1974 and recorded in Hancock County Registry of Deeds in Volume 1300, Page 424.

A certain lot or parcel of land, together with the buildings and improvements thereon, situate in the Town of Bucksport, County of Hancock, State of Maine, more particularly bounded and described as follows:

Beginning at an iron rod to be set on the easterly sideline of State Route 15, at its intersection with the with the northerly line of the premises described in the deed to Edwin H. McCoy, recorded in Hancock County Registry of Deeds, Volume 738, Page 245; thence, along land of said McCoy, South 65° - 57'- 00" East, a distance of 190.4 feet to an iron bolt found at the northeast corner of the premises described in the deed of Frederick L. Keniston, et al to said McCoy, recorded in said registry in Volume 1051, Page 45 thence, South 24° - 01' - 45" West, a distance of 100.0 feet to an iron bolt found; thence, South 65° - 57' - 00" East, a distance of 11.9 feet to an iron rod to be set; thence, South 22° - 43'- 45" West, a distance of 158.8 feet to an iron rod to be set on the northerly line of the premises described in the deed of Faylene Dunbar to Champion International Corporation, recorded in said registry in Volume 2567, Page 141; thence, South 60° - 59' - 00" East a distance of 475.0 feet to a No. 6 rebar set in 1998; thence, continuing the same course, (S 60° - 59' - 00" E), a distance of 41.0 feet, (a total distance of 516.0 feet), to an iron rod to be set; thence, North 41° - 54' - 30" East, by and along the northwesterly line of land of Central Maine Power Company, described in the deed of Edwin P. Bennett, et al, recorded in said registry, Volume 1005, Page 174, a distance of 2150.5 feet to an iron rod to be set; thence, South 80° - 35' - 30" West, by and along the southerly line of the premises described in the deed of the said Louise J. Wheet to David E. Drake, et al, recorded in said registry, Volume, 735, Page 111, a distance of 1721.9 feet to an iron rod to be set at the northeasterly corner of the premises described in the deed to J. Arthur Burpee, recorded in said registry, Volume 776, Page 50, now or formerly of Larry L. Bridges, described in Volume 1644, Page 474, in said registry; thence, South 0° - 36' - 45" West, by and along the easterly line of said land formerly of Burpee, a distance of 305.0 feet; to an iron rod to be set at the southeasterly corner of land now or formerly of Phillip O'Brien, Jr., described in Volume 2782, Page 447 in said registry; thence, North 87° - 22' - 15" West, a distance of 25.0 feet to an iron rod to be set at the northeasterly corner of the premises described in the deed to Shirley Manookian recorded in said registry, Volume 1220, Page 218; thence, South 2°- 37' - 45" West, a distance of 75.0 feet to an iron rod to be set; thence, North 87° - 22' - 15" West, by and along the southerly line of said Manookian, a distance of 125.0 feet to an iron rod found at a point which lies North 17° - 01' - 15" East, a distance of 392.7 feet from the iron rod at the point of beginning; thence, southerly, by and along the easterly sideline of said Route 15, a distance of 394 feet, more or less to the point of beginning, enclosing 33.597 acres.

The within described lot is subject to a 40 foot wide pole line easement in favor of Central Maine Power Company, described in the deed of Frederick L. Keniston, et al, recorded in said registry, in Volume 1022, Page 184

Bearings referenced herein are oriented to magnetic north 1992, as determined by Plisga and Day Land Surveyors, for a survey of the within described parcel of land.

the land in Bucksport, Hancock County, Maine described as follows:

Beginning at an iron rod driven in the ground at the intersection of the Southerly right-of-way line of Bagley Avenue with the Westerly right-of-way line of Franklin Street; thence South 34 degrees East 120 feet by the Westerly R.O.W. line of Franklin Street to an iron rod driven in the ground at the Northerly corner of land of C. Wells Clark; thence South 56 degrees West by land of C. Wells Clark 210.17 feet to an iron rod driven in the ground; thence South 31 degrees 59 minutes East 209.5 feet by land of C. Wells Clark to an iron rod driven in the ground; thence South 58 degrees 01 minutes West by land of C. Wells Clark 32.5 feet to an iron rod driven in the ground at the Northerly corner of land now or formerly of Arthur Willette (said lot contains an apartment house); thence continuing South 58 degrees 01 minutes West by land of Arthur Willette 131.5 feet more or less to an iron rod driven in the ground at the Easterly R.O.W. line of Main Street also known as the River Road and Rte. 15. Thence Northerly along the curve in the right-of-way line of Main Street 332 feet more or less to an iron rod driven in the ground at the intersection of the Easterly R.O.W. line of Main Street with the Southerly R.O.W. line of Bagley Avenue; thence North 56 degrees East by the R.O.W. line of Bagley Avenue 315 feet more or less to the iron rod at the point of beginning.

The above described lot is as shown on map of "Housing Development of St. Regis Paper Company, Bucksport, Maine (now Champion International Corporation), drawing number D-4232 recorded at Hancock Registry of Deeds Plan Book 7, Page 88. Lots 1, 2, 60, 61, E. Harpe and the small lot on the Northerly side of E. Harpe lot are included in the description. Compass readings in the description were taken from drawing D-4232.

SCHEDULE A-33

certain lot or parcel of land situated near Silver Lake in the town of Bucksport, county of Hancock and state of Maine, bounded and described as follows:

Beginning at the southwest corner of the present Catholic Cemetery on the boundary of the lot of land purchased from George R. Emerton on July 17, 1930; thence north fifty-eight degrees, ten minutes, west along the said boundary two hundred feet; thence north thirty-one degrees, fifty minutes, east, five hundred fifty feet; thence south fifty-eight degrees, ten minutes, east, two hundred feet; thence south thirty-one degrees, fifty minutes, west, four hundred feet, to the northwest corner of the said present Catholic Cemetery; thence in the same direction one hundred fifty feet along the boundary of the said present Catholic Cemetery to the point of beginning.

Also another lot or parcel of land adjoining the said present Catholic Cemetery and the lot above described, bounded and described as follows:

Beginning at the northwest corner of the said present Catholic Cemetery; thence north thirty-one degrees, fifty minutes, east, four hundred feet, along the bounds of the lot first described; thence south fifty-eight degrees, ten minutes, east, two hundred thirty-three feet, to the Silver Lake Road (a continuation of MacDonald Street); thence south along the west side of said road toward the village of Bucksport to the northeast corner of the said present Catholic Cemetery; thence north fifty-eight degrees, ten minutes, west, along the boundary of the said present Catholic Cemetery to the point of beginning.

This deed is made by the grantor and taken by the grantee with the express understanding, agreement and condition that the lot described in the immediately preceding paragraph shall only be used for the purpose of a park and a chapel site.

Conveying in the two lots described above two certain lots or parcels of land adjoining the present Catholic Cemetery and each other, as per Maine Seaboard Paper Co. plan of October 26, 1932, by K.W.W., marked "Drwg.No.D 596", which are part of the premises conveyed to the Company by Adelbert E. Peavey by his warranty deed of July 24, 1930, recorded in Hancock Registry of Deeds, Book 650, Page 350.

SCHEDULE A-34

A certain lot or parcel of land situated near Silver Lake in the Town of Bucksport, County of Hancock and State of Maine, bounded and described as follows:

Beginning at the northwest corner of the Catholic Cemetery, so referenced in deed from the Maine Seaboard Paper Company to the Roman Catholic Bishop of Portland dated November 8, 1932, and recorded in the Hancock County Registry of Deeds at Book 3056, Page 133; thence north thirty-one degrees, fifty minutes, east, four hundred feet, along the bounds of the lot first described in said deed, also being the lot next described below; thence south fifty-eight degrees, ten minutes, east, two hundred thirty-three feet, to the Silver Lake Road (a continuation of McDonald Street); thence south along the west side of said road toward the village of Bucksport to the northeast corner of the said Catholic Cemetery; thence north fifty-eight degrees, ten minutes, west, along the boundary of the said Catholic Cemetery to the point of beginning.

Meaning and intending to describe the second parcel in the said deed from the Maine Seaboard Paper Company to the Roman Catholic Bishop of Portland dated November 8, 1932, and recorded in the Hancock County Registry of Deeds at Book 3056, Page 133.

Intending hereby to release all interest, including all reversionary interests, rights of entry, possibilities of reverter, and any other interest of Grantor in the above described parcel. This release deed releases any interest the Grantor may have in the property described herein, including without limitation any interest of the Grantor in the condition that the property or any portion thereof be "forever used solely for the purpose of a park and a chapel site" as stated in said deed from the Maine Seaboard Paper Company to the Roman Catholic Bishop of Portland dated November 8, 1932, and recorded in the Hancock County Registry of Deeds at Book 3056, Page 133.

ALSO another certain lot or parcel of land situated near Silver Lake in the Town of Bucksport, County of Hancock and State of Maine, bounded and described as follows:

Beginning at the southwest corner of the Catholic Cemetery, so referenced in deed from the Maine Seaboard Paper Company to the Roman Catholic Bishop of Portland dated November 8, 1932, and recorded in the Hancock County Registry of Deeds at Book 3056, Page 133, on the boundary of the lot of land purchased from George R. Emerton on July 17, 1930; thence north fifty-eight degrees, ten minutes, west along the said boundary two hundred feet; thence north thirty-one degrees, fifty minutes, east, five hundred fifty feet; thence south fifty-eight degrees, ten minutes, east, two hundred feet; thence south thirty-one degrees, fifty minutes, west, four hundred feet, to the northwest corner of the said Catholic Cemetery; thence in the same direction one hundred fifty feet along the boundary of the said Catholic Cemetery to the point of beginning.

Meaning and intending to describe the first parcel in the said deed from the Maine Seaboard Paper Company to the Roman Catholic Bishop of Portland dated November 8, 1932, and recorded in the Hancock County Registry of Deeds at Book 3056, Page 133.

[redacted] a parcel of land (sometimes referred to herein as "the Property") with the improvements thereon situate in Bucksport, Hancock County, Maine, more particularly described as follows:

Beginning at a railroad spike on the westerly line of Main Street in said Bucksport at the southeasterly corner of land described in a deed to Gold Star Cleaners, Inc., recorded in Hancock County Registry of Deeds, Book 3022, Page 206; thence along the westerly line of Main Street, South 52 degrees, 13 minutes, 15 seconds East a distance of 354.66 feet to the northeasterly corner of land described in a deed to W. Kim Delbridge *et al.*, recorded in Hancock County Registry of Deeds, Book 3018, Page 287; thence along the northerly line described in said deed to Delbridge *et al.*,South 37 degrees, 28 minutes, 30 seconds West, a distance of 128.70 feet to the easterly line of Maine Central Railroad; thence along the easterly line of said Railroad, North 60 degrees, 41 minutes, 45 seconds West a distance of 159.12 feet to a point of curve; thence continuing along the westerly line of said Railroad by a curve concave easterly with a radius of 755.32 feet, an arc distance of 200.62 feet to a point of compound curvature; thence by a curve concave easterly with a radius of 1,893.58 feet, an arc distance of 157.76 feet to the southwesterly corner of the premises described as the second parcel in a deed to Maine Central Railroad Company recorded in Hancock County Registry of Deeds, Book 413, Page 556; thence along the southerly line of said second parcel of said land of Maine Central Railroad Company, North 37 degrees, 54 minutes, 15 seconds East, a distance of 67.62 feet to an iron rod marking the northwesterly corner of the aforementioned land described in a deed to Gold Star Cleaners, Inc., recorded in Hancock County Registry of Deeds, Book 3022, Page 206; thence along the westerly line of said land of Gold Star Cleaners, Inc., South 52 degrees, 0 minutes, 30 seconds East, a distance of 168.50 feet to an iron rod found; thence along the southerly line of said land of Gold Star Cleaners, Inc., North 38 degrees, 8 minutes, 30 seconds East, a distance of 31.84 feet to an iron rod found; thence continuing along the southerly boundary of said land of Gold Star Cleaners, Inc., North 17 degrees, 48 minutes, 0 seconds East, a distance of 32.60 feet to the point of beginning, enclosing 1.507 acres, more or less.

Bearings referenced herein are oriented to Maine State Coordinate System of 1927, East Zone, as determined by a survey conducted by Plisga & Day, Land Surveyors.

SCHEDULE A-36

A certain lot or parcel of land situated on the easterly side of Route 15 in the Town of Bucksport, County of Hancock and State of Maine, being further bounded and described as follows:

Beginning at an iron driven in the ground at the southwesterly corner of land conveyed by Edwin S. Lowell to St. Regis Paper Company by deed dated November 18, 1974 and recorded in the Hancock County Registry of Deeds in Book 1204, Page 291, said point of beginning also being the northwesterly corner of land conveyed by the said Edwin S. Lowell to Webber Tanks, Inc. by Warranty Deed dated August 28, 1968 and recorded in said Registry of Deeds in Book 1066, Page 405; from said point of beginning thence running South 76° 47' East by the southwesterly line of land conveyed to St. Regis Paper Company by Edwin S. Lowell as aforesaid 300 feet to a point; thence running in a southwesterly direction by said Webber Tanks, Inc. land 345 feet, more or less, to the easterly line of said Route 15 at a point 300 feet southerly from the point of beginning; thence running northerly by said Route 15, 300 feet to the point of beginning.

Meaning and intending to convey and hereby conveying a triangular-shaped piece of land consisting of approximately 0.9 acres and being a part of the premises conveyed to Webber Tanks, Inc. by the said Edwin S. Lowell by deed dated August 28, 1968 and recorded in said Registry of Deeds in Book 1066, Page 405.

SCHEDULE A-37

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine and bounded and described as follows:

Beginning at an iron pipe in the easterly sideline of Route 15, which pipe marks the southwesterly corner of a ninety-six hundredths (0.96) acre parcel of land conveyed by Webber Tanks, Inc., to Dead River Company by deed dated February 15, 1984; thence S 57° 41' E a distance of twenty-seven and fifty-five hundredths (27.55) feet to an iron pin; thence along the same course a distance of seventy-seven and forty-five hundredths (77.45) feet to an iron pin at the southeasterly corner of said Dead River Company parcel; thence along the same course of S 57° 41' E a distance of seventy-five (75) feet along the southerly boundary of a seven hundredths (0.07) acre of parcel of land conveyed by Webber Tanks, Inc., to Dead River Company and Webber Oil Company as tenants in common to an iron pin in the southeasterly corner of said common parcel; thence S 71° 17' W one hundred thirty-two and fifteen hundredths (132.15) feet to an iron pin set beside a drainage ditch in the easterly sideline of Route 15; thence northerly by and along said Route 15 sixty-three and four tenths (63.4) feet to an iron pin; thence northerly by and along the easterly sideline of Route 15 seventy seven and nine tenths (77.9) feet to the point of beginning, containing nine thousand four hundred eighteen (9,418) square feet or twenty-two hundredths (0.22) acres, more or less.

SCHEDULE A-38

two certain parcels of land and two easements for roadways situated in the Town of Bucksport, County of Hancock, and State of Maine, bounded and described as follows:

First Parcel of Land. Beginning at a point in the northeasterly side line of Old River Road, so called, thirty-three (33) feet westerly from, as measured normal to the monumented base line of the located right of way of the Grantor, at Valuation Station 964+85.38, as shown on plan of the Federal Valuation Survey dated June 30, 1916, Sheet 19 Valuation Section 14, said plan being on file in the office of the Chief Engineer of Grantor;

Thence southerly, along a line always thirty-three (33) feet westerly from, as measured normal to said monumented base line, a distance of one hundred thirteen and sixty-four hundredths (113.64) feet to the southwesterly side line of Old River Road;

Thence northwesterly, along said southwesterly side line of Old River Road, a distance of twenty-nine and seventy-seven hundredths (29.77) feet to a point forty-nine and five tenths (49.5) feet westerly from, as measured normal to said monumented base line;

Thence northerly, along a line always forty-nine and five tenths (49.5) feet westerly from, as measured normal to said monumented base line, a distance of one hundred eleven and twenty-five hundredths (111.25) feet to the northeasterly side line of Old River Road;

Thence southeasterly, along said northeasterly side line of Old River Road, a distance of twenty-six and eighty-two hundredths (26.82) feet to the point of beginning.

Second Parcel of Land. Beginning at a point in the northeasterly side line of Old River Road thirty-three (33) feet easterly from, as measured normal to said monumented base line at Valuation Station 965+76.20, as shown on said Federal Valuation Survey plan;

Thence southeasterly, along said northeasterly side line of Old River Road, a distance of twenty-nine and ninety-nine hundredths (29.99) feet to a point forty-nine and five tenths (49.5) feet easterly from, as measured normal to said monumented base line;

Thence southerly, along a line always forty-nine and five tenths (49.5) feet easterly from as measured normal to said monumented base line, a distance of one hundred thirty-seven and twenty-two hundredths

(137.22) feet to the southwesterly side line of Old River Road;

Thence northwesterly, along said southwesterly side line of Old River Road, a distance of thirty-seven and eighty-five hundredths (37.85) feet to a point lying thirty-three (33) feet easterly from, as measured normal to said monumented base line at Valuation Station 967+10.77, as shown on said Federal Valuation Survey plan;

Thence northerly, along a line always thirty-three (33) feet easterly from, as measured normal to said monumented base line, a distance of one hundred thirty and thirty-six hundredths (130.36) feet to the point of beginning.

Meaning and intending to convey all the Grantor's interest in all land lying within the limits of Old River Road, so called, located westerly of and easterly of a sixty-six (66) foot wide right of way centered on the Grantor's monumented base line.

By the acceptance of this deed the Grantee hereby covenants and agrees for itself, its successors and assigns, to build and maintain at its sole expense, along that portion or portions of the above described parcels of land which abuts other land owned, used or occupied by the Grantor, any fence or gates which said Grantee, its successors or assigns, may desire or require at any time hereafter, or which any law or government authority may require to be constructed by the Grantor or the Grantee, their successors or assigns. This covenant is to run with the land hereinabove conveyed and to be binding upon the Grantee, its successors and assigns, forever.

Also conveying the right and privilege to construct, maintain and use two roadways over and across the tracks and located right of way of the Grantor in said Town of Bucksport for access to the Grantee's paper mill property. The right of way for the first roadway is bounded and described as follows:

Beginning at a point in the westerly side line of land of the Grantor, said point lying thirty-three (33) feet westerly of the monumented base line of the located right of way of the Grantor opposite Valuation Station 964+85.38, as shown on plan of the Federal Valuation Survey dated June 30, 1916, Sheet 19, Valuation Section 14, said plan being on file in the office of the Chief Engineer of the Grantor;

Thence southerly, along a line always thirty-three (33) feet westerly from, as measured normal to said monumented base line, a distance of one hundred fifty-five (155) feet to a point, said point being opposite Valuation Station 966+35.83 as shown on said valuation plan;

Thence easterly, crossing said monumented base line, a distance of sixty-three and eighty-five hundredths (63.85) feet to an angle point in the easterly side line of said land of the Grantor, said angle point lying sixteen and five tenths (16.5) feet easterly from, as measured normal to said monumented base line at Valuation Station 966+75.85 as shown on said Federal Valuation Survey plan;

Thence southeasterly, along said easterly side line of said land of the Grantor, a distance of thirty-five and fifty-three hundredths (35.53) feet to a point, said point lying thirty-three (33) feet easterly from, as measured normal to, said monumented base line at Valuation Station 967+10.77 as shown on said Federal Valuation Survey plan;

Thence northerly, along a line always thirty-three (33) feet easterly from, as measured normal to, said monumented base line a distance of one hundred eighty-four and eighty-one hundredths (184.81) feet to a

point, said point being opposite Valuation Station 965+20 as shown on said Federal Valuation Survey plan;

Thence westerly, crossing said monumented base line a distance of seventy-four-and forty-one hundredths (74.41) feet to the point of beginning.

The right of way for the second roadway is bounded and described as follows:

A strip of land thirty (30) feet in width, centered on a line lying normal to the monumented base line of the located right of way of the Grantor, said line intersecting said monumented base line at Valuation Station 936+85 as shown on plan of the Federal Valuation Survey dated June 30, 1916, Sheet 19, Valuation Section 14, said plan being on file in the office of the Chief Engineer of the Grantor. Said strip of land extends from the westerly side line of location of said Grantor to the easterly side line of location of said Grantor, a distance of ninety-nine (99) feet, more or less.

SCHEDULE A-39

All right, title and interest to any and all mineral substances, as defined below presently owned by Grantor in the property located in **Bucksport, Hancock County, Maine**, more particularly described in **Exhibit A** attached hereto, together with the full and exclusive executive rights to lease such substances; **subject, however, and there is hereby reserved to Grantor and excepted from this conveyance**, the following.

An undivided one-eighth (1/8) royalty interest in oil, gas and associated hydrocarbons.

An undivided seven percent (7%) royalty interest in lead, zinc, copper, coal, lignite, industrial minerals, sand, gravel, clay, bedrock, limestone, stone, sulfur, phosphate, iron ore, sodium, salt, leucoxene, ilmenite, zircon, monzonite, uranium, thorium, and other fissionable materials, molybdenum, vanadium, titanium, gold, silver, bauxite, limestone, geothermal energy and all other mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals expressly mentioned above produced from said property. If Grantee elects in its discretion to develop and produce any mineral substances described in this paragraph (whether by lease or otherwise), Grantor may, in that event and in no other event, assert the seven percent (7%) royalty interest as above described. In such event, there is further hereby reserved to Grantor an undivided seven percent (7%) of the proceeds of said development exclusive of all expenses incurred by Grantee in said development.

This conveyance is subject to all outstanding oil, gas, and other mineral and/or royalty rights, interests and leases shown of record on any of said property, if any such outstanding mineral rights appear of record. Grantor has reserved no rights to mine, remove, consume, or to require or to prevent the removal or consumption of geologic or mineral resources.

"Seventeen certain lots or parcels of land situated in the Town of Bucksport, County of Hancock and State of Maine, being in the vicinity of Route 46 in said town, bounded and described as follows, to wit:

Parcel 1. A certain lot or parcel of land, bounded and described as follows: Beginning at the shore of the mill pond at the foot of Long Pond at the water's edge about seven (7) rods above the southeasterly end of the mill dam as it stood on the stream near the foot of Long Pond on May 8, 1846; thence running South 35 ½° East one (1) rod and fifteen (15) links to the top of the bank, same course one (1) rod and eighteen (18) links across the winter road, so-called, as it existed on May 8, 1846, to a stake; thence South 64° West on the southeasterly side of said winter road as it existed on May 8, 1846, eleven (11) rods and fifteen (15) links to the northeasterly line of land formerly of Noah Rideout, being numbered 4 hereinafter described and conveyed; thence on said land formerly of Noah Rideout North 35 ½° West twelve (12) rods and eight (8) links to the stream; thence northeasterly following the shore of the natural stream and pond, including the southeasterly end of the dam as it existed on May 8, 1846, to the first mentioned bound.

Parcel 2. A certain lot or parcel of land, bounded and described as follows: Beginning at the first mentioned bound of the above described Parcel 1 herein; thence following the shore of the pond North about 40° East ten (10) rods to a hemlock tree spotted on three sides; thence South 35 ½° East sixteen (16) rods to a stake marked on four sides; thence South 41° West ten (10) rods to a stake; thence North 35 ½° West about sixteen (16) rods to the first mentioned bound, containing one (1) acre, more or less.

Parcel 3. A certain lot or parcel of land, bounded and described as follows: Beginning on the southeasterly side of the stream (which empties out of Long Pond) at the point where the line between land formerly of Noah Rideout and land formerly of Ambrose Rideout comes to the stream about six (6) or seven (7) rods below the sawmill as it existed on May 8, 1846; thence on a course North 35 ½° West across the stream to a large rock or ledge at the edge of the water on the northwest side of said Stream; thence North 22° East across a point of land to the water in Long Pond above its outlet; thence southeasterly to the point of land across the pond which forms the upper part of the Basin, so-called, or mill pond as it existed on May 8, 1846; thence following the shore of the Basin or mill pond on the southeasterly side thereof down to and by the

southerly end of the dam as it existed on May 8, 1846 to the first mentioned bound.

Parcel 4. A certain lot of parcel of land, bounded and described as follows: Beginning at the water on the stream at the first named boundary of the above described Parcel 3; thence running on the line between land formerly of Noah Rideout and land formerly of Ambrose Rideout, said line forming a boundary line of Parcel 1 above, South 35 ½° East eight (8) rods and eight (8) links to a stake; thence South 56° West fourteen (14) rods to a stake on the southerly side of the winter road, so-called, as it existed on May 8, 1846, in a small brook which crosses said road; thence North 35 ½° West about four rods to the stream before named; thence northeasterly by the stream to the first mentioned bound.

Parcels 1 to 4 inclusive herein are the same premises which Noah Rideout, Ambrose Rideout, and Mark Rideout conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by warranty deed dated May 8, 1846 and recorded in Hancock County Registry of Deeds in Book 78, Page 449.

Also hereby conveying any and all water rights and privileges appurtenant to the above four described parcels and as more particularly described in said deed recorded in said Registry of Deeds in Book 78, Page 449.

Parcel 5. A certain lot or parcel of land, bounded and described as follows: Beginning at a stake on the easterly side of the winter road, so-called, about three (3) rods from the shore of the mill pond at the foot of Long Pond, said stake marking the southeasterly corner of Parcel 1 herein; thence running on the easterly side of said road along Parcel 1 herein eleven (11) rods and fifteen (15) links on a course South 64° West to land formerly of Noah Rideout; thence by said land formerly of Noah Rideout South 35 ½° East nineteen (19) rods to a stake; thence North 41° East twelve (12) rods to a stake at the southwesterly corner of numbered 2 herein; thence North 35 ½° West sixteen (16) rods to the first mentioned bound, containing one (1) acre and forty-one (41) rods, more or less.

Parcel 6. A certain lot or parcel of land, bounded and described as follows: Beginning at a hemlock tree by the mill pond before named, said hemlock tree marking the northeasterly corner of Parcel 2 herein; thence by said pond two (2) rods to land formerly of Mark Rideout; thence South 35 ½° East by said Mark Rideout's land sixteen (16) rods to a stake; thence South 41° West two (2) rods to a stake, said stake marking the southeasterly corner of Parcel 2 herein; thence North 35 ½° West by said Parcel 2 herein sixteen (16) rods to the first mentioned bound, containing thirty-two (32) rods, more or less.

Parcels numbered 5 and 6 herein are the same premises which Ambrose Rideout conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by warranty deed dated July 8, 1850 and recorded in said Registry of Deeds in Book 89, Page 128.

Parcel 7. A certain lot or parcel of land, bounded and described as follows: Beginning at a stake standing on the southerly side of the winter road, so-called, which leads from the foot of Long Pond to Moose Horn, so-called, in a brook which crosses said road and at the place which forms the most southerly boundary of Parcel 4 herein; thence running North 56° East fourteen (14) rods by said Parcel 4 herein to a stake standing on the original dividing line between land formerly of Noah Rideout and land formerly of Ambrose Rideout; thence South 35 ½° East twelve (12) rods to a stake beside a small brook on said line; thence South 85° West sixteen (16) rods to the first mentioned bound, containing ninety (90) rods, more or less.

Parcel 7 herein is the same premises which Noah Rideout conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by warranty deed dated July 8, 1850 and recorded in said Registry of Deeds in Book 89, Page 129.

Parcel 8. A certain lot or parcel of land, bounded and described as follows: Beginning at Long Pond Stream on the easterly line of land formerly occupied by Alfred P. Blood; thence running on said line northerly one hundred sixteen (116) rods to the range line between the sixth and seventh ranges of lots in said Bucksport; thence on said range line easterly fifty-seven (57) rods to a small white birch tree; thence South 33° East ninety-one (91) rods to a stake and stones standing on the line of Parcel 3 herein; thence South 22° West twenty-eight (28) rods on the line of said Parcel 3 herein to the stream; thence by said Long Pond Stream southerly and westerly to the first mentioned bound, containing thirty-seven (37) acres and twenty-three (23) rods, more or less.

Parcel 8 herein is the same premises which Ambrose Rideout, Administrator of the Estate of Joseph Rideout, conveyed to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey by Administrator's Deed dated March 22, 1852 and recorded in said Registry of Deeds in Book 93, Page 161.

For further source of title to Parcels 1 to 8 inclusive herein, reference is hereby made to the following:

Thomas Swazey conveyed all his right, title and interest in and to said parcels to Sewall B. Swazey and John W. Swazey by deed dated January 7, 1876 and recorded in said Registry of Deeds in Book 154, Page 81.

Said John N. Swazey died testate prior to May, 1874, and by the terms of his last Will and Testament, which was allowed by Hancock County Probate Court at the May Term, 1874, he devised his interest in said parcels, in equal shares to his seven sons, Sewall B. Swazey, John W. Swazey, Thomas H. Swazey, Arthur Swazey, Edward Swazey, Alfred Swazey and Frederic R. Swazey. Said Frederic R. Swazey died testate prior to June, 1875, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the June Term, 1875, he devised all of his estate to his wife, Annie (sometimes called Ann) L. Swazey.

By deed dated January 26, 1876 and recorded in said Registry of Deeds in Book 154,

Page 84, Thomas H. Swazey, Edward Swazey, Alfred Swazey, Arthur Swazey and Ann (Annie) L. Swazey conveyed their respective interests in said parcels to Sewall B. Swazey and John W. Swazey.

By deed dated December 9, 1885 and recorded in said Registry of Deeds in Book 235, Page 212, Sewall B. Swazey conveyed all his right, title and interest in and to said parcels to John W. Swazey.

Parcel 9. A certain lot or parcel of land, being a part of lot numbered 117 in the 7th range of lots, bounded and described as follows: Beginning on the westerly side of the County Road (sometimes referred to as the upper road) which passes from East River through Long Pond settlement on the side line which separates lots numbered 116 and 117 in the 7th range of lots; thence running westerly on said side line, it being the southerly side line of lot numbered 117, across Long Pond, so-called, about two hundred (200) rods to the range line which separates the 6th and 7th ranges of lots; thence northerly on said range line about fifty (50) rods to the southerly side line of lot numbered 118; thence easterly about two hundred (200) rods on said last named side line to the County Road before mentioned; thence by said road southerly about fifty (50) rods across the width of said lot numbered 117 to the first mentioned bound, containing fifty (50) acres, more or less.

Parcel 9 herein is the same premises which Robert Littlefield conveyed to John N. Swazey by deed dated November 8, 1854 and recorded in said Registry of Deeds in Book 100, Page 253.

Parcel 10. A certain lot or parcel of land, being a part of lot numbered 118 in the 7th range of lots, bounded and described as follows: Beginning on the westerly side of the County Road (sometimes referred to as the upper road) which leads through Long Pond settlement, so-called, on the side line between lots in the 7th range of lots numbered 117 and 118; thence westerly on said side line across Long Pond about two hundred (200) rods to the 7th range line; thence northerly on said range line about fifty (50) rods across lot numbered 118 to its northerly corner; thence easterly on the line between lots numbered 118 and 119 across Long Pond about two hundred (200) rods to said County Road; thence southerly on the westerly side of said road about fifty (50) rods across the width of said lot numbered 118 to the first mentioned bound.

Parcel 10 herein is a part of the same premises which Samuel P. Haynes conveyed to John N. Swazey and Thomas Swazey by deed dated July 26, 1852 and recorded in said Registry of Deeds in Book 102, Page 307.

Excepting from said Parcel 10 herein that part thereof which John N. Swazey and Thomas Swazey conveyed to Mary T. Gray by deed dated April 30, 1864 and recorded in said Registry of Deeds in Book 136, Page 140.

Said Thomas Swazey conveyed his interest in Parcel 10 herein to John N. Swazey by deed dated April 16, 1867 and recorded in said Registry of Deeds in Book 127, Page

451.

Parcel 11. A certain lot or parcel of land, being part of lot numbered 116 in the 7th range of lots, bounded and described as follows: Beginning sixty-seven (67) rods westerly from the County Road (sometimes referred to as the upper or old Long Pond road) on the side line of lots numbered 116 and 117 at the corner of a divisional line fence built by Ambrose or Mark Rideout and John N. Swazey; thence North 35° West along the side line of lots numbered 116 and 117 about sixty-seven (67) rods to Long Pond; thence southerly by said pond to the lot of land conveyed by Joseph Rideout et al. to Ambrose Rideout by deed dated May 28, 1857 and recorded in said Registry of Deeds in Book 129, Page 38; thence along said lot of land conveyed to said Ambrose Rideout by said deed recorded in said Registry of Deeds in Book 129, Page 38, about sixty-seven (67) rods to said line fence; thence by said fence about North 55° East to the place of beginning.

Parcel 11 herein is the same premises conveyed to John N. Swazey by two certain deeds, one from Benjamin Wheeler dated April 4, 1862 and recorded in said Registry of Deeds in Book 114, Page 558, and the other from Mark Rideout dated June 21, 1867 and recorded in said Registry of Deeds in Book 127, Page 560.

Said John N. Swazey died testate prior to May, 1874, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the May Term, 1874, he devised parcels numbered 9, 10 and 11 in equal shares, to his seven sons, Sewall B. Swazey, John W. Swazey, Thomas H. Swazey, Arthur Swazey, Edward Swazey, Alfred Swazey and Frederic R. Swazey. Said Frederic R. Swazey died testate prior to June 1875, and by the terms of his Last Will and Testament, which was allowed by Hancock County Probate Court at the June Term, 1875, he devised all of his estate to his wife. Annie (sometimes called Ann) L. Swazey.

By deed dated February 6, 1886 and recorded in said Registry of Deeds in Book 235, Page 214, Sewall B. Swazey, Thomas H. Swazey, Edward Swazey, Alfred Swazey, Arthur Swazey, and Ann (Annie) L. Swazey conveyed their respective interests in said parcels numbered 9, 10 and 11 to John W. Swazey.

For further source of title to parcels numbered 1 to 11 inclusive herein, reference is hereby made to the following:

John W. Swazey conveyed an undivided half interest in said parcels numbered 1 to 11 inclusive to his son, Albert C. Swazey, by deed dated March 20, 1889 and recorded in said Registry of Deeds in Book 281, Page 264.

Parcel 12. A certain lot or parcel of land, bounded and described as follows: Beginning on the southwesterly side of the road that leads from Long Pond settlement to the Dedham Tannery at a stake and stones on the 7th range line; thence running southwesterly on said range line eighty-five (85) rods, more or less, to the original corner of lot numbered 162 in the 7th range; thence southeasterly on the southerly line

of said lot numbered 162 to the road leading to the Doane place, so-called; thence on the northwesterly line of said road eighty-five (85) rods, more or less, to the corner of a branch road that leads to the Dedham Tannery; thence westerly on the southerly side of said road to the 7th range line where it crosses said road, being the place of beginning.

Parcel 13. A certain lot or parcel of land, being a part of lot numbered 145 in the 6th range of lots, bounded and described as follows: Beginning on the southwesterly side of the road leading from Long Pond settlement to Dedham Tannery at a stake and stones standing on the 7th range line where it crosses said road; thence running northwesterly on the side line of said road to the boundary of the land conveyed by John N. Swazey et al. to Rowland E. Davis by deed dated September 23, 1865 and recorded in said Registry of Deeds in Book 125, Page 292, said Davis property now being owned by Kenneth B. Dresser and R. Isabel Dresser; thence running southwesterly by the line of land conveyed to said Rowland E. Davis as aforesaid and continuing on parallel with the range line to a large brook which runs through a part of lot numbered 145 in the 6th range; thence across said brook from two (2) to five (5) rods to a stake and stones; thence southeasterly on a line at right angles to the last named line two (2) to four (4) rods to the brook aforesaid; thence southeasterly following the course of the brook to the 7th range line to a stake and stones; thence northeasterly on said range line to the stake and stones at the road and place of beginning.

For title to parcels numbered 12 and 13 herein, reference is hereby made to a certain mortgage given by Hiram E. Johnson et al. to John N. Swazey, Thomas Swazey, Sewall B. Swazey, and John W. Swazey dated March 29, 1872 and recorded in said Registry of Deeds in Book 143, Page 211. Edward Swazey, Executor of the Estate of John N. Swazey, William D. Swazey, Executor of the Estate of Thomas Swazey, and Sewall B. Swazey, in his individual capacity, assigned their interest in said mortgage to John W. Swazey by assignment recorded in said Registry of Deeds in Book 216, Page 254, and said John W. Swazey foreclosed said mortgage by peaceable entry in the presence of two witnesses, the Certificate of Foreclosure being recorded in said Registry of Deeds in Book 205, Page 272.

Said John W. Swazey died testate on April 14, 1897, and by the terms of his Last Will and Testament, he devised his remaining one half interest in and to said parcels numbered 1 to 11 inclusive and all parcels numbered 12 and 13 herein to his son, Albert C. Swazey.

Said Albert C. Swazey died testate on May 2, 1940, and by the terms of his Last Will and Testament, he devised one half of the net income of his estate to his wife, May D. Swazey, during her lifetime and the other one half of the net income of his estate to his son, Albert D. Swazey, and at the death of May D. Swazey all of the residue of his estate, including parcels numbered 1 to 12 inclusive herein, to his son, Albert D. Swazey, the grantor herein. Said May D. Swazey died on October 16, 1946.

Excepting from parcels numbered 9, 10 and 11 herein, those parts thereof conveyed by the following deeds from Albert D. Swazey:

a. To Ralph E and Margaret K. Harriman dated January 19, 1957 and recorded in said Registry of Deeds in Book 866, Page 429;

b. To Charles W. and Ethel M. Kimball dated January 19, 1957 and recorded in said Registry of Deeds in Book 796, Page 216;

c. To James H. and Ester H. Davis dated January 19, 1957 and recorded in said Registry of Deeds in Book 798, Page 198;

d. To Lewis L. and Florence A. Gray dated January 19, 1957 and recorded in said Registry of Deeds in Book 962, Page 38;

e. To George H. and Daisy E. Wasson dated January 19, 1957 and recorded in said Registry of Deeds in Book 804, Page 153; and

f. To Richard O. Shute dated September 15, 1955 and recorded in said Registry of Deeds in Book 774, Page 527;

but hereby specifically conveying the flowage rights as reserved by said Albert D. Swazey in all of the above deeds.

Parcel 14. A certain lot or parcel of land, being a part of lot numbered 145 in the 6th range of lots, bounded and described as follows: Southwesterly by the Northeasterly line of lot numbered 146 in the 6th range of lots in said Bucksport; Southeasterly by the 7th range line; Northeasterly by Parcel 13 herein and by land conveyed to Kenneth B. and R. Isabel Dresser by Charlotte N. Jordan by deed dated August 28, 1953 and recorded in said Registry of Deeds in Book 758, Page 63; and Northwesterly by the natural stream that flows into Long Pond as said stream existed prior to the erection of any dam at the foot of said pond.

For title to Parcel 14 herein, reference is hereby made to the following deeds: One given by Elijah T. Fitts and George W. Thompson, Administrators of the Estate of Roswell Fitts, to John N. Swazey dated November 13, 1848 and recorded in said Registry of Deeds in Book 85, Page 199, and another given by William B. Bannister and Ebenezer Stone, Executors of the Will of Moses Brown, to John N. Swazey dated September 17, 1852 and recorded in said Registry of Deeds in Book 96, Page 370, said Parcel 14 being a part of the premises described in said deeds.

For further source of title to Parcel 14 herein, reference is hereby made to the following:

By deed dated December 27, 1855, and recorded in said Registry of Deeds in Book 134, Page 499, said John N. Swazey conveyed to Thomas Swazey, Sewall B. Swazey, and John W. Swazey two thirds (2/3) interest in common and undivided in and to the premises described in said deed recorded in said Registry of Deeds in Book 85, Page 199.

Thomas Swazey conveyed all his right, title and interest in and to said Parcel 14 to Sewall B. Swazey and John W. Swazey by deed dated January 7, 1876 and recorded in said Registry of Deeds in Book 154, Page 81.

Said John N. Swazey died testate prior to May, 1874, and by the terms of his Last Will and Testament, which was allowed by the Hancock County Probate Court at the May Term, 1874, he devised his interest in said Parcel 14 in equal shares to his seven sons, Sewall B. Swazey, John W. Swazey, Thomas H. Swazey, Arthur Swazey, Edward Swazey, Alfred Swazey, and Fredric R. Swazey. Said Fredric R. Swazey died testate prior to June, 1875, and by the terms of his Last Will And Testament, which was allowed by Hancock County Probate Court at the June Term, 1875, he devised all of his estate to his wife, Annie (sometimes called Ann) L. Swazey.

By deed dated January 26, 1876 and recorded in said Registry of Deeds in Book 154, Page 84, Thomas H. Swazey, Edward Swazey, Alfred Swazey, Arthur Swazey and Ann (Annie) L. Swazey conveyed their respective interests in said Parcel 14 to Sewall B. Swazey and John W. Swazey.

By deed dated December 9, 1855 and recorded in said Registry of Deeds in Book 235, Page 212, Sewall B. Swazey conveyed all his right, title and interest in and to the said Parcel 14 to John W. Swazey.

John W. Swazey, owner of said Parcel 14 by virtue of all the above deeds and the deed recorded in said Registry of Deeds in Book 96, Page 370, died testate on April 14, 1897 and by the terms of his Last Will and Testament, he devised said Parcel 14 to his son, Albert C. Swazey,

For further source of title to parcel 14 herein, reference is hereby made to the will of Albert C. Swazey as hereinbefore recited.

Parcel 15. All right, title and interest in and to a certain lot or parcel of land bounded and described as follows: Being that portion of lot numbered 149 in the 6th range of lots in Bucksport which was flowed on December 1, 1880 by the dam at the foot of Long Pond.

Parcel 15 herein is the same premises conveyed by Otis H. Small to John W. Swazey by deed dated December 1, 1880 and recorded in said Registry of Deeds in Book 175, Page 60.

For further source of title to Parcel 15 herein, reference is hereby made to the wills of John W. Swazey and Albert C. Swazey, as hereinbefore recited.

Parcel 16. All right, title and interest in and to any land situated in the 6th range of lots in said Bucksport on both sides of the stream flowing into Long Pond, otherwise known as Long Pond Stream, as said land heretofore been flowed by any dam erected at the foot

of said Long Pond, together with all our right, title and interest in and to any land situated on both sides of said Stream and lying between the Easterly and Westerly edges of the upland at the edge of the water in its highest flow in freshet time.

This conveyance is subject to the rights of the public to travel on and over the new county road leading by Long Pond, otherwise known as the lower road and now numbered Route 46, wherever said road crosses any of the above described premises.

Being part of the premises conveyed by Albert D. Swazey to St. Regis Paper Company by deed dated January 11, 1965 and recorded in said Registry of Deeds in Book 976 at Page 161. St. Regis Paper Company became St. Regis Corporation by a Certificate of Name Change dated June 29, 1983 and recorded in the said Registry in Misc. Book 9 at Page 95. St. Regis Corporation merged with Champion International Corporation by Certificate of Merger dated April 1, 1985 and recorded in said Registry in Misc. Book 9 at Page 151.

Parcel 17. A certain lot or parcel of land together with the buildings, if any, thereon situate in Bucksport, Hancock County, Maine, bounded and described as follows

Beginning at the northwest corner of the lot now or formerly known as the Swazey Long Pond Mill lot; thence running north thirty-two and one half degrees west, eighty-eight rods, to a stake and stones; thence north fifty-seven and one half degrees east, forty-two rods to a stake and stone; thence south thirty-two and one-half degrees east, sixty-six rods, to the Pond; thence southerly by the shore of the Pond to the point begun at; said lot containing twenty acres and ninety-four rods, more or less.
Being the same premises conveyed by Robert S. Bergold to Champion International Corporation by deed dated March 28, 1995 and recorded in said Registry of Deeds in Book 2373 at Page 137.

EXCEPTING AND RESERVING, however, the premises described in the following deeds.

a. Champion International Corporation to David Adams by deed dated December 24, 1987 and recorded in said Registry of Deeds in Book 1676 at Page 13, containing 069 acres.

b. Champion International Corporation to Bangor Hydro Electric Company by deed dated November 6,1998 and recorded in said Registry of Deeds in Book 2794 at Page 351.

c. Champion International Corporation to William G. and Shelia D. O'Donnell by deed dated November 29, 1993 and recorded in said Registry of Deeds in Book 2188 at Page 165 and by deed dated August 4, 1994 and recorded in said Registry of Deeds in Book 2299 at Page 99.

d. Champion International Corporation to the Maine Department of Transportation

by deed dated February 14, 1995 and recorded in said Registry of Deeds in Book 2382 at Page 240.

Containing 346 acres, more or less.

Champion International Corporation merged with International Paper Company, a Certificate of Merger dated December 31, 2000 is recorded in said Registry in Book 3017 at Page 191. International Paper Company conveyed the property, less mineral rights, to IP Maine Forests L.L.C. by deed dated March 12, 2001 and recorded in said Registry in Book 3036 at Page 212. IP Maine Forests L.L.C. merged with SP Forests L.L.C. by Certificate of Merger dated March 26, 2001 and recorded in said Registry in Book 3042 at Page 257."

SCHEDULE A-40

All right, title and interest to any and all mineral substances, as defined below presently owned by Grantor in the property located in **Bucksport, Hancock County, Maine,** more particularly described in **Exhibit A** attached hereto, together with the full and exclusive executive rights to lease such substances

> All the oil, gas, associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, lignite, peat, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium and other fissionable materials, molybdenum, vanadium, titanium, ilmenite, rutile, leucoxene, zircon, gold, silver, bauxite, granite, limestone, bedrock of any kind or character, kaolin and other clays, sand, gravel, aggregate and other mined or quarried stone or rock materials, industrial minerals, geothermal energy and all other mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the mineral expressly mentioned herein, in, on, or under any of the land described in Exhibit A, and all executive rights and other rights to execute leases presently owned or held by Grantor, if any, with respect to the interests of any other parties in any or all said minerals in, on or under any of said land described in Exhibit A, together with the rights of ingress and egress and use of the surface to the extent reasonably necessary for the purposes of exploring, drilling, mining (including shaft, in situ, open pit, surface or strip mining), developing, producing, removing, transporting and owning all of minerals and mineral rights.

This conveyance is subject to all outstanding oil, gas, and other mineral and/or royalty rights, interests and leases shown of record on any of said property, if any such outstanding mineral rights appear of record. Grantor has reserved no rights to mine, remove, consume, or to require or to prevent the removal or consumption of geologic or mineral resources.

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine, lying in the southeasterly portion of the town, bounded and described as follows, to wit:

Being that parcel of land bounded on the southwesterly by the abandoned portion of the road now known as Narramissic Drive; on the northwesterly by Route 46; on the northeasterly by land now or formerly of David and Alice Grant and on the southeasterly by the Narramissic River, containing 36 acres, more or less.

Being the same premises conveyed by Margaretha A. Warton to Maine Seaboard Paper Company by deed dated June 12, 1930 and recorded in the Hancock County Registry of Deeds in Book 629 at Page 515. Maine Seaboard Paper Company conveyed the parcel to Time, Inc. by Certificate of Merger dated August 31, 1946 and recorded in the said Registry of Deeds in Corporation Book 3 at Page 269. Time, Inc. conveyed the premises to St. Regis Paper Company by deed dated December 17, 1946 and recorded in said Registry of Deeds in Book 711 at Page 434. St. Regis Paper Company became St. Regis Corporation by a Certificate of Name Change dated June 29, 1983 and recorded in the said Registry in Misc. Book 9 at Page 95. St. Regis Corporation merged with Champion International Corporation by Certificate of Merger dated April 1, 1985 and recorded in said Registry in Misc. Book 9 at Page 151. Champion International Corporation merged with International Paper Company, a Certificate of Merger dated December 31, 2000 is recorded in said Registry in Book 3017 at Page 191. International Paper Company conveyed the property, less mineral rights, to IP Maine Forests L.L.C. by deed dated March 12, 2001 and recorded in said Registry in Book 3036 at Page 212. IP Maine Forests L.L.C. merged with SP Forests L.L.C. by Certificate of Merger dated March 26, 2001 and recorded in said Registry in Book 3042 at Page 257.

All right, title and interest to any and all mineral substances, as defined below presently owned by Grantor in the property located in **Bucksport, Hancock County, Maine,** more particularly described in **Exhibit A** attached hereto, together with the full and exclusive executive rights to lease such substances.

All the oil, gas, associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, lignite, peat, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium and other fissionable materials, molybdenum, vanadium, titanium, ilmenite, rutile, leucoxene, zircon, gold, silver, bauxite, granite, limestone, bedrock of any kind or character, kaolin and other clays, sand, gravel, aggregate and other mined or quarried stone or rock materials, industrial minerals, geothermal energy and all other mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals expressly mentioned herein, in, on, or under any of the land described in Exhibit A, and all executive rights and other rights to execute leases presently owned or held by Grantor, if any, with respect to the interests of any other parties in any or all said minerals in, on or under any of said land described in Exhibit A, together with the rights of ingress and egress and use of the surface to the extent reasonably necessary for the purposes of exploring, drilling, mining (including shaft, in situ, open pit, surface or strip mining), developing, producing, removing, transporting and owning all of minerals and mineral rights.

EXCEPTING, HOWEVER, from this conveyance, and there is hereby RESERVED to Grantor, its successors and assigns, the following:

An undivided five percent (5%) royalty interest in oil, gas, associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, lignite, peat, sulphur, phosphate, iron ore, sodium, salt, monzonite, uranium, thorium and other fissionable materials, molybdenum, vanadium, titanium, ilmenite, rutile, leucoxene, zircon, gold, silver, bauxite, granite, limestone, bedrock of any kind or character, kaolin and other clays, sand, gravel, aggregate and other mined or quarried stone or rock materials, industrial minerals, geothermal energy and all other mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals expressly mentioned above produced from said lands.

In the event Grantee, its successors and assigns, elects to develop and produce any mineral substances described in the above paragraph, there is further hereby reserved to Grantor, its successors and assigns, an undivided five percent (5%) of the proceeds of said development, exclusive of all expenses incurred by Grantee, or its successors and assigns, in said development.

This conveyance is subject to all outstanding oil, gas, and other mineral and/or royalty rights, interests and leases shown of record on any of said property, if any such outstanding mineral rights appear of record.

A certain lot or parcel of land with any improvements thereon situate in the Town of Bucksport, County of Hancock, State of Maine, being generally located on the easterly side of Silver Lake Road, so called, at the approximate position where a 345 KVA transmission line operated by Central Maine Power Company designated as Section 205 and Section 65 crosses said road, being more particularly bounded and described as follows:

beginning at a 5/8" iron rebar found in 2005 on the easterly sideline of said Silver Lake Road at the southwesterly corner of land described in a deed to Edwin L. & Linda J. Lowell recorded at the Hancock County Registry of Deeds in Vol. 970, Page 496;

thence by and along said road line, S 0° 11' 50" E, a distance of 92.4 feet to an angle point in said road line;

thence by and along said road line, S 12° 36' 30" E, a distance of 266.1 feet to an angle point in said road line;

thence by and along said road line, S 17° 02' 00" E, a distance of 260.5 feet to an angle point in said road line;

thence by and along said road line, S 23° 13' 10" E, a distance of 386.0 feet to a ¾" iron rebar with plastic cap marked PLS 1211 set in 2005 in said road line on the northerly side of a gravel roadway leading easterly from said Silver Lake Road

thence by and along said road line, S 23° 41' 00" E, a distance of 52.0 feet to an angle point in said road sideline;

thence by and along said road line, S 15° 55' 10" E, a distance of 149.8 feet to an angle point in said road sideline;

thence by and along said road line, S 03° 35' 30" E, a distance of 133.2 feet to an angle point in said road sideline;

thence by and along said road line, S 00° 34' 20" E, a distance of 135.5 feet to another ¾" iron rebar similarly marked set in 2005 on the generally westerly line of a Central Maine Power Company transmission line easement;

thence by and along said road line, S 00° 34' 20" E, a distance of 199.9 feet to an angle point in said road line;

thence by and along said road line, S 10° 37' 40" E, a distance of 100.3 feet to an angle point in said road line;

thence by and along said road line, S 23° 28' 20" E, a distance of 67.7 feet to an angle point in said road line;

thence by and along said road line, S 30° 38' 30" E, a distance of 279.0 feet to an angle point in said road line;

thence by and along said road line, S 29° 47' 50" E, a distance of 608.8 feet to an angle point in said road line;

thence by and along said road line, S34° 45' 30" E, a distance of 228.5 feet to an angle point in said road line;

thence by and along said road line, S 39° 21' 30" E, a distance of 148.0 feet to a ¾" iron rebar similarly marked set in 2005 on said road sideline southeasterly of a public boat landing providing boat access to Silver Lake;

thence generally northerly, southeasterly, and northerly following the 132 foot contour line around Silver Lake to a point bearing S 76° 36' 30" E from a ¾" iron rebar similarly marked set in 2005 on the southerly line of land described in a deed to Edwin L. and Linda J. Lowell recorded at said registry in Vol. 970, Page 496;

thence by and along said line of Lowell, N 76° 36' 30" W a distance of 6 feet, more or less, to said iron rebar, said rebar being N 25° 43' 00" E a distance of 2580.1 feet from said iron rebar set on the easterly side of said Silver Lake Road southeasterly of the public boat landing;

thence by and along said line of Lowell, N 76° 36' 30" W, a distance of 2255.7 feet to the point of beginning.

The above-described parcel encompasses 101 acres, more or less, and is a portion of the premises described in a deed from F. Elliott Bridges to Seaboard Paper Company, dated August 6, 1930, recorded at said registry in Vol. 630, Page 406.

The herein described premises is subject to a 225 foot wide easement for power transmission purposes designated as Section 205 and Section 65 granted to and presently (2005) used by Central Maine Power Company

Bearings referenced herein are oriented to Grid North, Maine State Coordinate System of 1983, East Zone, as determined by a survey conducted in 2005 by Plisga & Day, Land Surveyors. Distances reported in this description are ground distances. To convert those distances to grid distances a combined factor of 0.99990279 must be properly applied.

Also hereby conveying all right, title, or interest held by the Grantor to any land abutting the southwesterly side of the above-described parcel and extending to the centerline of the Silver Lake Road with the side lines extended at a right angle to the centerline of said road.

the following described lots or parcels of land situated in said Bucksport:

1. A certain lot or parcel of land situated in said Bucksport, bounded and described as follows: Beginning at a point at the westerly foundation wall of Central Maine Power Company's power house building twenty-five (25) feet south of the southerly pilaster line of St. Regis Paper Company's machine room, said point of beginning being at a corner of a certain lot of land (now owned by St. Regis) conveyed by Central Maine Power Company to Maine Seaboard Paper Company by a certain indenture dated October 31, 1945 and recorded in Hancock County Registry of Deeds in Book 704, Page 165; thence westerly along said lot of land conveyed to Maine Seaboard Paper Company as aforesaid a distance of thirty-five (35) feet; thence southerly at right angles to the above described line and along said lot of land conveyed to Maine Seaboard Paper Company as aforesaid a distance of twenty-six (26) feet; thence easterly at right angles to the last described line a distance of six (6) feet; thence northerly at right angles to the last described line a distance of twenty-two (22) feet; thence easterly at right angles to the last described line a distance of twenty-nine (29) feet to the westerly foundation wall of Central Maine Power Company's power house building; and thence northerly along the westerly foundation wall of Central Maine Power Company's power house building a distance of four (4) feet, more or less, to the point of beginning, containing two hundred seventy-two (272) square feet, more or less; being a portion of "Parcel D" conveyed to Central Maine Power Company by Maine Seaboard Paper Company by a certain inden-

ture dated December 27, 1939 and recorded in said Registry of Deeds in Book 670, Page 558.

Also conveying to St. Regis, its successors and assigns, a right to pass and repass with trucks and other vehicles and on foot over that part of said "Parcel D" bounded and described as follows: Beginning at the southwesterly corner of said "Parcel D" as the same is now owned by Central Maine, said corner marking the most southeasterly corner of that part of said "Parcel D" which Central Maine conveyed to Maine Seaboard Paper Company by said indenture dated October 31, 1945 and recorded in said Registry of Deeds, Book 704, Page 165, and which is now owned by St. Regis; thence easterly along the southerly boundary line of said "Parcel D" a distance of twenty (20) feet to a point; thence northerly on a line parallel to and distant twenty (20) feet easterly of the easterly line of the southerly portion of that part of said "Parcel D" conveyed by Central Maine to Maine Seaboard Paper Company by said indenture dated October 31, 1945 and recorded in said Registry of Deeds, Book 704, Page 165, a distance of one hundred fifteen (115) feet, more or less, to that part of said "Parcel D" conveyed in this deed by Central Maine to St. Regis and described in paragraph numbered 1 next hereinbefore set forth; thence westerly, southerly and again westerly by that part of said "Parcel D" described in said paragraph numbered 1 next hereinbefore set forth to the easterly line of the southerly portion of that part of said "Parcel D" conveyed by Central Maine to Maine Seaboard Paper Company by said indenture dated October 31, 1945 and recorded in said Registry of Deeds, Book 704, Page 165; thence southerly along the easterly line of the southerly portion of that part of said "Parcel D" conveyed by Central Maine to Maine Seaboard Paper Company by said indenture recorded in said Registry of Deeds, Book 704, Page 165, a distance of ninety-three (93) feet, more or less, to the point of beginning, said right of passage to be used in common with Central Maine and others entitled to use the same.

Reserving to Central Maine Power Company, its successors and assigns, the right and privilege to construct, operate, repair, replace and maintain the six (6) inch pipe line as now located on the above described premises.

2. A certain lot or parcel of land situated in said Bucksport and bounded and described as follows: Beginning at a point in the southerly boundary line of "Parcel A", so-called, which was conveyed by Maine Seaboard Paper Company to Central Maine Power Company by indenture dated December 27, 1939 and recorded in Hancock County Registry of Deeds in Book 670, Page 558, said point being thirty-four and forty-six hundredths (34.46) feet westerly from the most westerly line of the brickwork of the westerly wall of the Coater-Supercalender building as constructed by St. Regis Paper Company in 1961 and one hundred sixty-eight and ninety-one hundredths (168.91) feet southerly from the most northerly line projected westerly of the brickwork of the northerly wall of said Coater-Supercalender building; thence northerly along a line, said line being a prolongation southerly of the westerly face of a retaining wall as constructed by St. Regis Paper Company in 1961, to said retaining wall and continuing northerly along the westerly face of said retaining wall a total distance of fifty-two and fifty-seven hundredths (52.57) feet to a point where said retaining wall turns westerly; thence westerly along the southerly face of said retaining wall and continuing along a line, said line being a prolongation westerly of the southerly face of said retaining wall, a total distance of forty-eight (48) feet, more or less, to a point in the northerly boundary line of said "Parcel A" as conveyed to said Central Maine Power Company as aforesaid, said last mentioned point being eighty-eight and ninety-one hundredths (88.91) feet southerly from the most northerly line projected westerly of the brickwork of the northerly wall of said Coater-Supercalender building; thence easterly along the northerly boundary line of said "Parcel A" to the northeasterly corner of said "Parcel A"; thence southerly along the easterly boundary line of said "Parcel A" to the southeasterly corner of said "Parcel A"; thence westerly along the southerly boundary line of said "Parcel A" to the point of beginning, containing twenty-seven hundred (2700) square feet, more or less.

Being a part of "Parcel A" conveyed to Central Maine Power Company by Maine Seaboard Paper Company by indenture dated December 27, 1939 and recorded in said Registry of Deeds in Book 670, Page 558. Said Central Maine Power

Company reserving to itself, its successors and assigns, the right and privilege to construct, operate, repair, replace and maintain in the locations as now located on the above described premises an underground thirty-six (36) inch condenser water pipe line, a four (4) inch water line and an electric conduit. The approximate locations of said thirty-six (36) inch condenser water pipe line, four (4) inch water line and electric conduit are shown on a St. Regis plan numbered D-5503-7, dated April 11, 1962, and entitled "Relocated oil trench and underground piping at the southwest corner of the Coater-Supercalender building," and recorded in said Registry of Deeds in Plan Book 9, Page 61.

Said Central Maine Power Company also reserving to itself, its successors and assigns, a right to pass and repass with trucks and other vehicles and on foot over that part of the above described premises as now travelled for the purpose of gaining access to the building on that part of said "Parcel A" retained by said Central Maine Power Company.

3. A certain lot or parcel of land situated in said Bucksport and bounded and described as follows: Beginning at the southeasterly corner of parcel numbered (1) as described in and conveyed by a certain deed given by Maine Seaboard Paper Company to Central Maine Power Company dated July 12, 1932 and recorded in Hancock County Registry of Deeds in Book 640, Page 164; thence on a course of South sixty-six degrees nine minutes West (S 66° 09' W) along the southerly boundary of said parcel conveyed to said Central Maine Power Company as aforesaid a distance of sixteen and one tenth (16.1) feet to a point; thence on a course of North twenty-three degrees fifty-one minutes West (N 23° 51' W) a distance of thirty and seventy-five hundredths (30.75) feet to a point; thence on a course of South sixty-six degrees nine minutes West (S 66° 09' W) a distance of thirty-seven and eighty-five hundredths (37.85) feet to a point; thence on a course of North seventy-five degrees fifty-one minutes West (N 75° 51' W) a distance of nine and twenty-three hundredths (9.23) feet to a point; thence on a course of North twenty-three degrees fifty-one minutes West (N 23° 51' W) a distance of one hundred two and fifty-five hundredths (102.55) feet to a point; thence on a course of

North forty-two degrees forty-seven minutes East (N 42° 47' E) a distance of seventy and seven tenths (70.7) feet to a point; thence on a course of North twenty-three degrees fifty-one minutes West (N 23° 51' W) a distance of two hundred sixty-four and twenty-seven hundredths (264.27) feet to land of St. Regis Paper Company; thence on a course of North sixty-five degrees thirty-nine minutes East (N 65° 39' E) along said land of St. Regis Paper Company a distance of fifty-seven and eleven hundredths (57.11) feet to other land of St. Regis Paper Company; and thence on a course of South fifteen degrees fifty-one minutes East (S 15° 51' E) along said other land of St. Regis Paper Company a distance of four hundred thirty-six (436) feet to the point of beginning.

Being a part of parcel numbered (1) as described in and conveyed by a certain deed given by Maine Seaboard Paper Company to Central Maine Power Company dated July 12, 1932 and recorded in said Registry of Deeds in Book 640, Page 164.

Reserving to Central Maine Power Company, its successors and assigns, the right to use, jointly with St. Regis Paper Company, its successors and assigns, the spur track as now located on the above described premises and leading to Central Maine Power Company's substation at such times as shall be designated by St. Regis Paper Company.

Also reserving to Central Maine Power Company, its successors and assigns, the right and privilege to construct, operate, repair, replace and maintain the underground electrical duct lines as now located on the above described premises.

Parcel numbered 3 above described is hereby conveyed subject to the restriction that St. Regis Paper Company, its successors and assigns, shall not hereafter erect any building or structure within ten (10) feet of the seventh boundary of the above lot, said boundary reading as follows: thence on a course of North twenty-three degrees fifty-one minutes West (N 23° 51' W) a distance of two hundred sixty-four and twenty-seven hundredths (264.27) feet.

SCHEDULE A-43 CMP

successors and assigns forever, all the right, title and interest in and to a certain parcel of land situated on the easterly side of the Penobscot River in Bucksport, Hancock County, State of Maine, and being Central Maine Power Company's substation lot, so-called, and bounded and described as follows: Beginning at the southwesterly corner of the fence surrounding said substation, said fence corner being one hundred sixty-one and twenty-five hundredths (161.25) feet northerly from the northerly face of the finishing room, so-called, of St. Regis' mill at Bucksport, said fence corner also being fifty-two (52) feet westerly from a point on said fence, said point being in range with the westerly face of the machine room, so-called, of St. Regis' mill; thence extending north sixty-six degrees nine minutes east (N 66° 09' E) from said fence corner along the line of said fence and in continuation thereof a distance of two hundred eighty-three and nine tenths (283.9) feet to a corner, said last described line being parallel with the northerly face of said machine room; thence on a course of north twenty-three degrees fifty-one minutes west (N 23° 51' W) a distance of thirty and seventy-five hundredths (30.75) feet to a point; thence on a course of south sixty-six degrees nine minutes west (S 66° 09'W) a distance of thirty-seven and eighty-five hundredths (37.85) feet to a point; thence on a course of north seventy-five degrees fifty-one minutes west (N 75° 51' W) a distance of

nine and twenty-three hundredths (9.23) feet to a point; thence on a course of north twenty-three degrees fifty-one minutes west (N 23° 51' W) a distance of one hundred two and fifty-five hundredths (102.55) feet to a point; thence on a course of north forty-two degrees forty-seven minutes east (N 42° 47' E) a distance of seventy and seven tenths (70.7) feet to a point; thence on a course of north twenty-three degrees fifty-one minutes west (N 23° 51' W) a distance of two hundred sixty-four and twenty-seven hundredths (264.27) feet to a point, the last six (6) courses being by other land of the Grantor herein; thence on a course of south sixty-five degrees thirty-nine minutes west (S 65° 39' W) a distance of two hundred two and eighty-nine hundredths (202.89) feet to a point; thence on a course of south two degrees twenty-one minutes east (S 2° 21' E) a distance of two hundred seventy-four and nine tenths (274.9) feet to a point; and thence on a course of south twenty-three degrees fifty-one minutes east (S 23° 51' E) a distance of one hundred seventy-four and six tenths (174.6) feet to the point of beginning.

The premises as above described constitute the grantee's substation lot, so-called, as presently used and occupied by said grantee and the above description includes a portion of parcel numbered 1 as described in and conveyed by a certain deed given by Maine Seaboard Paper Company to Central Maine Power Company dated July 12, 1933 and recorded in Hancock County Registry of Deeds in Book 648, Page 464, and it also includes a small triangular lot adjoining the westerly boundary line of said parcel numbered 1 which was inadvertently omitted from said above deed through error, and said above description excludes that portion of said parcel numbered 1 which was conveyed by Central Maine Power Company to St. Regis Paper Company by deed dated April 20, 1962 and to be recorded in said Registry of Deeds.

Excepting [redacted] those same rights which were excepted and reserved to Maine Seaboard Paper Company in its said deed to Central Maine Power Company dated July 12, 1933 and recorded in said Registry of Deeds in Book 648, Page 464.

Also excepting [redacted]

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[redacted]

assigns, those rights in, upon and over said substation lot which were conveyed by Central Maine Power Company to St. Regis Paper Company by a certain indenture dated April 20, 1962 and to be recorded in said Registry of Deeds.

SCHEDULE A-44 CMP

Company, its successors and assigns forever, the following described premises, rights and easements, together with any buildings and structures thereon, situated in Rockport, in the County of Hancock and State of Maine:

1. A certain lot or parcel of land bounded and described as follows: Beginning at an iron pin set in the ground at the northerly corner of land hereby conveyed, said iron pin being 80.16 feet southerly from the most northerly line projected westerly of brickwork of the northerly wall of the finishing room, so-called, of the St. Regis Paper Company and 173.22 feet westerly from the most westerly line of brickwork of the westerly wall of the said finishing room; thence southerly parallel with the line of the most westerly brickwork of the said finishing room 80 feet to an iron pin driven

into the ground; thence westerly and at right angles to the last described line 52 feet, more or less, to the high water mark of the Penobscot River; thence northerly along the high water mark of said river to a point in a line running westerly from the point of beginning and at right angles to the first described boundary line; thence in a straight line 52 feet, more or less, to the point of beginning, containing .09 of an acre, more or less, together with all the privilieges pertaining to the shore below high water mark. Being part of the premises conveyed to Maine Seaboard Paper Company by The George Blodget Company by deed dated November 25, 1929 and recorded in Book 627, Page 342 of the Hancock County Registry of Deeds. Also being parcel "A" shown on plan 440-9 of Nepsco Services, Inc. entitled "Property - Key Map. Bucksport Steam Plant. Central Maine Power Company" (hereinafter referred to as "Key Map"), dated October 3, 1939, and on Nepsco Services, Inc. plan 440-3 of "Parcel A", dated October 3, 1939, said plans being filed in Hancock County Registry of Deeds.

Being the same premises as described under Parcel A in the indenture given by Maine Seaboard Paper Company to Central Maine Power Company dated December 27, 1939 and recorded in said Registry of Deeds in Book 670, Page 558.

Excepting from the above described premises that part thereof described in Parcel 2 in the deed given by Central Maine Power Company to St. Regis Paper Company dated April 20, 1942 and recorded in said Registry of Deeds in Book 907, Page 485.

2. A certain lot or parcel of land bounded and described as follows: Beginning at an iron pin driven in the ground in a line at right angles to the center line, and 50 feet easterly therefrom, of the existing 110 KV transmission line running from Bucksport to Orrington where it joins the transmission lines of the Bangor Hydro-Electric Company running to Veazie, said line being 308.1 feet northerly from the northerly line of the substation property conveyed by Maine Seaboard Paper Company to Central Maine Power Company by paragraph 1 of a deed dated July 12, 1932, and recorded in Hancock County Registry of Deeds, Book 640, Page 464, as measured along the said center line of said transmission line; thence northerly and parallel with the center line of said transmission line a distance of 480 feet; thence easterly at right angles a distance of 220 feet; thence southerly at right angles a distance of 480 feet; thence westerly at right angles a distance of 220 feet to the point of beginning. Containing 2.42 acres. [redacted]

Excepting from the above described premises that part thereof conveyed by Central Maine Power Company to Maine Seaboard Paper Company by deed dated September 25, 1940 and recorded in said Registry of Deeds in Book 660, Page 359.

Also hereby conveying a certain lot or parcel of land, bounded and described as follows: Beginning at an iron pin driven in the ground in a line at right angles to the center line, and 20 feet easterly therefrom, of the existing 110 KV transmission line of Central Maine Power Company running from Bucksport to Orrington where it joins the transmission lines of the Bangor Hydro-Electric Company running to Veazie, said line being 438.1 feet northerly from the northerly line of the substation property conveyed by Maine Seaboard Paper Company to Central Maine Power Company by paragraph 1 of a deed dated July 12, 1932 and recorded in said Registry of Deeds in Book 640, Page 464, as measured along the said center line of said transmission line; thence northerly and parallel with the center line of said transmission line a distance of 391.1 feet; thence easterly at right angles a distance of 270 feet; thence southerly at right angles a distance of 391.1 feet; thence westerly at right angles a distance of 20 feet to the land as described under Parcel B in the indenture given by Maine Seaboard Paper Company to Central Maine Power Company dated December 27, 1939 and recorded in said Registry of Deeds in Book 670, Page 558; and being parcel numbered 2 next hereinbefore described and

conveyed; thence northerly at right angles along the easterly line of said parcel 2 next hereinabove described a distance of 350 feet; thence westerly at right angles along the northerly line of said parcel 2 next hereinabove described a distance of 220 feet; thence southerly at right angles along the westerly line of said parcel 2 next hereinabove described a distance of 350 feet; thence westerly at right angles a distance of 30 feet to the point of beginning; containing approximately twenty-eight thousand six hundred (28,600) square feet.

3. A certain lot or parcel of land bounded and described as follows: Beginning at the southwest corner of the St. Regis Paper Company boiler room, said corner being the intersection of the southerly and westerly brick pilaster lines of said boiler room; thence northerly along the westerly brick pilaster line of said boiler room a distance of 72.17 feet to the north side of the partition between said boiler room and the experimental mill, so-called; thence easterly along the north side of said partition a distance of 30.67 feet to the brick pilaster line on the west side of the partition between said experamental mill and the St. Regis Paper Company turbine room, so-called; thence northerly along the said brick pilaster line of said partition a distance of 38.67 feet to the brick pilaster line of the south wall of the St. Regis Paper Company's machine room, so-called; thence westerly along the said brick pilaster line of said machine room wall a distance of 142.67 feet to a brass plug in the concrete foundation of said machine room wall; thence southerly along a line that is at right angles to the last described line a distance of 144.34 feet; thence easterly at right angles to the last described line a distance of 112 feet; thence northerly at right angles a distance of 13.5

feet to the point of beginning. All corners in the above description are 90 degrees, giving a total area of .41 acres. Being part of the premises conveyed to Maine Seaboard Paper Company by The George Blodget Company by deed dated November 25, 1929 and recorded in Book 627, Page 342 of the Hancock County Registry of Deeds. Also being parcel "D" shown on said "Key Map", and on Nepsco Services, Inc. plan 440-8 of "Parcel D" dated October 3, 1939 and filed in Hancock County Registry of Deeds.

Also hereby conveying one half interest in common and undivided of the following described walls of St. Regis Paper Company's buildings, to wit: The westerly wall of the boiler room, so-called; that part of the northerly wall of said boiler room which is adjacent to the experimental mill, so-called; the west wall of the turbine room, so-called, adjacent to said experimental mill; and all that part of the southerly wall of the machine room, so-called, which is adjacent to the above described premises.

Also hereby conveying said experimental mill which is included within the above described parcel.

Being the same premises as described under Parcel D in the indenture given by Maine Seaboard Paper Company to Central Maine Power Company dated December 27, 1939 and recorded in said Registry of Deeds in Book 670, Page 358, and said premises are hereby conveyed subject to the rights as excepted and reserved to said Maine Seaboard Paper Company in said indenture.

Excepting from the above described premises that part thereof described in Parcel 2 on pages 2 and 3 of the indenture

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given by Central Maine Power Company to Maine Seaboard Paper Company dated October 31, 1945 and recorded in said Registry of Deeds in Book 704, Page 165.

Also excepting from the above described premises that part thereof described in parcel I in the deed given by Central Maine Power Company to St. Regis Paper Company dated April 20, 1962 and recorded in said Registry of Deeds in Book 907, Page 485,

SCHEDULE A-45 CMP

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine, being part of the Grantor's millyard, so-called, and being bounded and described as follows:

Beginning at a point 103.6 feet North 37° 50' East from the most easterly corner of the premises described in paragraph no. 2 of a deed from Maine Seaboard Paper Company to Central Maine Power Company dated July 12, 1932 and recorded in the Hancock County Registry of Deeds in Book 640, Page 464; thence running North 37° 50' East 73 feet to a point; thence running North 52° 10' West 69 feet to a 1/2-inch reinforcing rod driven in the ground; thence running South 37° 50' West 73 feet to a 1/2-inch reinforcing rod driven in the ground; thence running South 52° 10' East 69 feet to the point of beginning.

SCHEDULE A-46 CMP

A certain lot or parcel of land [redacted] located between the River Road and the Penobscot River in the Town of Bucksport, Hancock County, Maine, bounded and described as follows:

Beginning at a point which is the southwesterly corner of the fence surrounding the sub-station of Central Maine Power Company as described in paragraph (1) of a certain deed given by Maine Seaboard Paper Company to Central Maine Power Company dated July 12, 1932 and recorded in Hancock County Registry of Deeds in Book 640, Page 464; thence running North sixty-six degrees nine minutes East (N 66° 09' E) a distance of two hundred eighty-three and nine tenths (283.9) feet to a point; thence on a course of North twenty-three degrees fifty-one minutes West (N 23° 51' W) a distance of thirty and seventy-five hundredths (30.75) feet to a point; thence on a course of South sixty-six degrees nine minutes West (S 66° 09' W) a distance of thirty-seven and eighty-five hundredths (37.85) feet to a point; thence on a course of North seventy-five degrees fifty-one minutes West (N 75° 51' W) a distance of nine and twenty-three hundredths (9.23) feet to a point; thence on a course of North twenty-three degrees fifty-one minutes West (N 23° 51' W) a distance of one hundred two and fifty-five hundredths (102.55) feet to a point; thence on a course of North forty-two degrees forty-seven minutes East (N 42° 47' E), said course being six and zero tenths (6.0) feet northwesterly of and parallel to the northwesterly foundation wall of St. Regis Paper Company's so-called Kraft Building as the same now exists, a distance of forty-five and twenty-three hundredths (45.23) feet to an iron pin; thence on a course of South sixty-six degrees fourteen minutes West (S 66° 14' W) , said course being seven and zero tenths (7.0) feet northerly of the center line of a line of towers, a distance of one hundred fifty-five and three tenths (155.3) feet to an iron pin; thence on a course of South twenty-three degrees forty-four minutes East (S 23° 44' E), said course being seven and zero tenths (7.0) feet westerly of the center line of a line of towers, a distance of one hundred thirty-seven and fifteen hundredths (137.15) feet to an iron pin; thence on a course of South sixty-six degrees nine minutes West (S 66° 09' W), said course being parallel to and twenty and zero tenths (20.0) feet northerly of the first described line, a distance of sixty-four and seventy-two hundredths (64.72) feet to a point; thence on a course of North twenty-three degrees fifty-one minutes West (N 23° 51' W) a distance of seventy-five and zero tenths (75.0) feet to a point; thence on a course of South sixty-six degrees nine minutes West (S 66° 09' W) a distance of sixty and zero tenths (60.0) feet to a point; thence on a course of South twenty-three degrees fifty-one minutes East (S 23° 51' E) a distance of ninety-five and zero tenths (95.0) feet to the point of beginning.

Parcel No. 2

An additional parcel of land, being the southeasterly half of the parcel of land described in paragraph numbered (2) of said deed from Maine Seaboard Paper Company to the Grantor dated July 12, 1932 and recorded in said Hancock Registry, Book 640, Page 464, bounded and described as follows:

Beginning at a point on the southwesterly side of the lot as described in paragraph No. 2 of said deed from Maine Seaboard Paper Company to Central Maine Power Company as aforesaid, said point being sixty-nine (69) feet on a course of South fifty-two degrees ten minutes East (S 52° 10' E) from the most northerly corner of the parcel described in said paragraph No. 2 of said deed, from said point of beginning; thence running South fifty-two degrees ten minutes East (S 52° 10' E) sixty-nine (69) feet to the most southerly corner of said lot described in paragraph No. 2 of said deed; thence running North thirty-seven degrees fifty minutes East (N 37° 50' E) seventy-three (73) feet; thence running North fifty-two degrees ten minutes W (N 52° 10' W) sixty-nine (69) feet; thence running South thirty-seven degrees fifty minutes West (S 37° 50' W) seventy-three (73) feet to the point of beginning.

SCHEDULE A-47 CMP

a certain lot or parcel of land situated in Bucksport, County of Hancock, State of Maine, more particularly located and described as follows:

Beginning at a southeasterly corner of land of the Grantor said corner being approximately 30 feet southeasterly of the Grantor's utility building as now located, at an iron rod driven in the ground at land of the Grantee; Thence South 66° 09' West by land of the Grantee 64.72 feet to an iron rod driven in the ground at a southwesterly corner of land of the Grantor at a cyclone fence; Thence North 23° 51' West 12.21 feet by land of the Grantee to an iron rod driven in the ground; Thence North 66° 09' East on a line approximately parallel to and 10 feet from the southerly side of the Granter's above mentioned utility building and by land still of the Grantor a distance of 64.76 feet to an iron pipe driven in the ground at land of the Grantee; Thence South 23° 44' East 12.21 feet by said land of the Grantee to the iron rod at the point of beginning.

The above described parcel has an area of 790.35 sq. feet. Reference see Champion International Corporation drawing No. S-13629 compass readings were from previous survey shown on St. Regis now Champion International Corporation drawing S-3782 and HD-8861.

The above described parcel of land being a portion of the premises conveyed by Maine Seaboard Paper Company by deed dated July 13, 1932 and recorded in Hancock County Registry of Deeds in Book 640, Page 464.

SCHEDULE A-48 CMP

A parcel of land located in the Town of Bucksport, Hancock County, Maine, more particularly described as follows:

Being a strip of land 40 feet in width located northwesterly of and contiguous with a 225-foot strip of land conveyed to the Grantee by Edwin P. Bennett, et al, by deed dated March 4, 1966 and recorded in Hancock County Registry of Deeds in Book 1005, Page 174, and extending from land now or formerly of Eleanor R. Lozier, et al, on the southwest in a general northeasterly direction a distance of 222 feet, more or less, to a point of intersection with a projection northwesterly of the northeasterly sideline of a 100-foot strip of land described in an easement deed from Frederick L. Keniston and Elizabeth E. Keniston to Central Maine Power Company recorded, or to be recorded, in said Registry of Deeds.

Said strip of land is more particularly located and described as follows:

Beginning at a point of intersection of the northeasterly boundary line of land of said Lozier and the northwesterly boundary line of said 225-foot strip of land conveyed to Central Maine Power Company by said Bennett; thence extending in a general northwesterly direction on said boundary line of said Lozier a distance of 40 feet, more or less, to a point, said point being 712 feet, more or less, distant southeasterly measured along said boundary line from the center of the Shore Road, so called, as traveled on September 27, 1966; thence extending N. 43° 59' E. on a line parallel with and 40 feet distant northwesterly measured at right angles from said boundary line of said 225-foot strip of land conveyed to Central Maine Power Company by said Bennett a distance of 222 feet, more or less, to a point of intersection with said projection northwesterly of said 100-foot strip conveyed to Central Maine Power Company by said Kenistons; thence extending S. 39° 11' E. on said projection a distance of 40 feet, more or less, to a point in said northwesterly boundary line of said land conveyed to Central Maine Power Company by said Bennett; thence extending S. 43° 59' W. along said boundary line to the point of beginning, containing .2 acre, more or less.

SCHEDULE A-49

[redacted] two certain lots or parcels of land with the improvements thereon, situated in the Town of Bucksport, County of Hancock, State of Maine, bounded and described as follows:

[redacted]

FIRST PARCEL: BEGINNING at an iron stake on the westerly sideline of the right-of-way of State Highway #15 leading from Bucksport to Bangor, also known as the River Road, at the southeasterly corner of land sold by Norwood W. Bakeman, et al, to Freeport Sulphur Company by deed dated 6 September 1963 and recorded in the Hancock County Registry of Deeds in Book 941, Page 197; thence westerly by and along the southerly bound of said Freeport Sulphur Co. land seventy-one and thirty-eight hundredths (71.38) feet to an iron stake at the easterly sideline of the right-of-way of the Maine Central Railroad; thence southerly by and along the easterly sideline of the Maine Central Railroad right-of-way to a stonewall and land of St. Regis Paper Company; thence easterly by and along said stonewall and said land of St. Regis Paper Company to the westerly sideline of the right-of-way of said State Highway #15; thence northerly by and along the westerly sideline of said Highway right-of-way to the point of beginning.

Being the same premises conveyed to James D. Moorhead by deed recorded 17 February 1985 in Book 1528, Page 161 of the Hancock County Registry of Deeds.

SECOND PARCEL: A certain lot or parcel of land situated on the westerly side of State Highway No. 15, sometimes known as the road running from Bucksport to Bangor, or the Orrington Road, in the Town of Bucksport, County of Hancock and State of Maine, being more particularly bounded and described as follows:

BEGINNING on the westerly side of said State Highway No. 15 at an iron pipe marking the right-of-way limits of said road, said iron pipe being on the northerly sideline of land of the Grantor herein, being the northerly sideline of land conveyed to Maine Seaboard Paper Company by Warranty Deed of W. L. Hussy dated 4 January 1930 and recorded in the Hancock County Registry of Deeds in Book 629, Page 86, said point of beginning also being the southeasterly corner of land conveyed to Village Drive In, Inc. by James J. Moorhead et al by deed dated 11 March 1981 and recorded in the Hancock County Registry of Deeds in Book 1400, Page 126, from said point of beginning; thence running South 5° 00' West by said State Highway No. 15, 350.0 feet to an iron pipe set in the ground on the westerly line of said State Highway No. 15 at other land of the Grantor herein; thence running South 60° 30' West by other land of the Grantor herein 140.0 feet to an iron pipe set in the easterly limits of the right-of-way of the Maine Central Railroad Company, being formerly the right-of-way limits of Eastern Maine Railway; thence running northerly by the easterly line of said right-of-way 475.0 feet, more or less, to an iron pipe set in the ground on the northerly line of land conveyed by W. L. Hussy as aforesaid, being the southerly line of land now or formerly of Village Drive In, Inc.; thence South 58° 15' East by said Village Drive In, Inc. land, being the northerly line of land conveyed by W. L. Hussy to Main Seaboard Paper Company as aforesaid, 95.0 feet to the point of beginning.

Being the same premises conveyed to James D. Moorhead by deed recorded 1 October 1986 in Book 1603, Page 43 of the Hancock County Registry of Deeds.

Further reference is made to Quitclaim Deed from Camden National Bank to Cecilio H. Juntura as recorded in the Hancock County Registry of Deeds, Book 2231, Page 080.

SCHEDULE A-50 Energy Plant

The certain premises located off U.S. Route 15 in the Town of Bucksport, County of Hancock and State of Maine, more particularly described as follows:

beginning at a point that is North 20 degrees, 13 minutes, 47 seconds East a distance of 20.06 feet from the northerly-most exterior corner of the concrete foundation wall of the "Number 3 Turbine Building", so called; thence South 64 degrees, 2 minutes, 46 seconds East a distance of 135.33 feet to a point that is North 68 degrees, 12 minutes, 9 seconds East a distance of 32.68 feet from the easterly-most exterior corner of the concrete foundation wall of the "Number 3 Turbine Building"; thence North 34 degrees, 3 minutes, 11 seconds East a distance of 57.36 feet; thence North 25 degrees, 57 minutes, 14 seconds East a distance of 145.59 feet; thence North 64 degrees, 2 minutes, 46 seconds West a distance of 16.99 feet; thence North 8 degrees, 54 minutes, 3 seconds East a distance of 50.85 feet; thence North 64 degrees, 2 minutes, 46 seconds West a distance of 20.35 feet; thence North 25 degrees, 57 minutes, 14 seconds East a distance of 7.60 feet; thence North 64 degrees, 2 minutes, 46 seconds West a distance of 30.50 feet; thence South 25 degrees, 57 minutes, 14 seconds West a distance of 7.60 feet; thence North 64 degrees, 2 minutes, 46 seconds West a distance of 34.43 feet; thence South 27 degrees, 13 minutes, 31 seconds West a distance of 110.29 feet; thence South 33 degrees, 35 minutes, 34 seconds West a distance of 35.54 feet; thence South 35 degrees, 28 minutes, 9 seconds West a distance of 41.00 feet; thence South 36 degrees, 38 minutes, 39 seconds West a distance of 66.23 feet to the point of beginning, enclosing 30,265 square feet.

Bearings referenced herein are oriented to Grid North, Maine State Coordinate System of 1927, East Zone, as determined by a survey conducted by Plisga & Day, Land Surveyors.

The premises are depicted on a certain survey titled "Land Title Survey - Portion of Property of Champion International Corporation", State Route 15, Bucksport, Maine, for Multinational Electricity and Gas Corporation, Plisga & Day Land Surveyors, dated April 7, 1999, last revised July 13 1999, Sheet 2.2, recorded or to be recorded in Hancock County Registry of Deeds (the "Land Title Survey").

For the Landlord's source of title reference is made to: (a) a deed from Eastern Maine Railway Company recorded in Hancock County Registry of Deeds, Book 628, Page 122, and (b) parcel 3 in a deed from The George Blodgett Company recorded in Hancock County Registry of Deeds, Book 627, Page 342.

SCHEDULE A-55

a certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine, bounded and described as follows, to wit:

Being Parcel No. (3), as shown on a Right of Way Map, State Aid Highway No. 3, Bucksport, "Millvale Road", dated August 1972, on file in the office of the Department of Transportation (D.O.T. File No. 8-3-217) and to be recorded in the Registry of Deeds of Hancock County.

Beginning at a point thirty three (33) feet westerly from and as measured along a line at right angles to the Base Line at about Station 9 + 93, said point being in the northeasterly corner of land now or formerly of Fred and Patricia Oldfield;

Thence N. 2°-07' E., about forty three and twenty four hundredths (43.24) feet to a point thirty three (33) feet westerly from and as measured along a line at right angles to the Base Line at P. C. Station 10 + 36.24;

Thence northerly along a curved line thirty three (33) feet westerly from and concentric with a five degree (5°-00') curve of the Base Line about ninety six and eighty nine hundredths (96.89) feet to a point on a line normal to the Base Line at about Station 11 + 36, said point being in the southerly line of land now or formerly of Junior L. Smith;

Thence southeasterly along the southerly line of said Smith about five (5) feet to the westerly old right of way line of State Aid Highway No. 3;

Thence southerly along the westerly old right of way line of State Aid Highway No. 3, about one hundred thirty seven (137) feet to the point of beginning.

The above described lot or parcel of land contains approximately one hundredth (0.01) of an acre and is a portion of the same premises conveyed to the Maine Seaboard Paper Company by Warranty deed from Edith L. Grindle, dated August 13, 1930, and recorded in the Registry of Deeds of Hancock County in Book 631, Page 105.

And for the aforesaid consideration the said Grantor Corporation herein does for itself, its successors, heirs, successors, administrators and assigns, hereby grant unto the said State of Maine, its successors and assigns, the perpetual right to flow water over and across its land outside of and adjoining the

the land herein conveyed from a culvert or drain constructed at the following locations as shown on the Right of Way Map above referred to:

At about Station 10 + 40, draining westerly.
At about Station 10 + 95, draining westerly.

Also conveying hereby unto the said State of Maine, its successors and assigns, the right to construct and forever maintain slopes of the highway which may extend beyond the above described right of way limits located westerly of the Base Line between Station 9 + 93 and Station 11 + 20.

And for the aforesaid consideration, said Grantor Corporation hereby releases the said State of Maine from all claims for damages to the land of said Grantor Corporation adjoining the land herein conveyed, arising from the new location of and change of grade made in State Aid Highway No. 3.

Excepting and reserving to the Grantor, its successors and assigns, an easement to use, maintain, repair, and replace the water main as presently located on the premises herein before described.

SCHEDULE A-56

[redacted] three certain lots or parcels of land

situated in the Town of Bucksport, County of Hancock and State of Maine,

bounded and described as follows, to wit;

Being Parcels No. (5-1), (5-2), and (5-3) as shown on a Right of Way Map, State Aid Highway No. 2, Route 46, Bucksport, Project No. 5791.00, dated November 1993, on file in the office of the Maine Department of Transportation (D.O.T. File No. 5-226) and to be recorded in the Hancock County Maine Registry of Deeds.

Parcel No. (5-1)

Beginning at a point fifty (50) feet southerly from and as measured along a line at right angles to the Base Line at about Station 31+06, said point being in or near the easterly line of land now or formerly of the Inhabitants of Bucksport;

Thence westerly along the northerly line of said Inhabitants of Bucksport about seventy seven (77) feet to a point in or near the southerly old right of way line of State Aid Highway No.2;

Thence easterly along the southerly old right of way line of State Aid Highway No. 2 about four hundred fifty nine (459) feet to the northwesterly corner of land now or formerly of Edward C. Wright et al;

Thence southerly along the westerly line of said Edward C. Wright et al about seventy (70) feet to a point fifty (50) feet southerly from and as measured along a line at right angles to the Base Line at about Station 35+09;

Thence south sixty one degrees fifty five minutes west (S.61°-55'W.) about four hundred three (403) feet to the point of beginning.

The above described lot or parcel of land contains about fifty three hundredths (0.53) of an acre.

Parcel No. (5-2)

Beginning at a point fifty (50) feet southerly from and as measured along a line at right angles to the Base Line at about Station 35+64, said point being in or near the easterly line of land now or formerly of Edward C. Wright et al;

Thence northerly along the easterly line of said Edward C. Wright et al about seventy seven (77) feet to a point in or near the southerly old right of way line of State Aid Highway No.2;

Thence easterly along the southerly old right of way line of State Aid Highway No. 2 about eight hundred seven (807) feet to a point about thirty one (31) feet southerly from and as measured along a line at right angles to the Base Line at P.T. Station 43+67.03;

Thence southerly along said right angle line, and said right angle line extended about nineteen (19) feet to a point fifty (50) feet from the Base Line.

Thence westerly along a curved line fifty (50) feet southerly from and concentric with a four degree (4°-00) curve of the Base Line five hundred eleven and fifty hundredths (511.50) feet to a point on a line at right angles to the Base Line at P.C. Station 38+37.03;

Thence south sixty one degrees fifty five minutes west (S.61°-55'W.) about two hundred seventy two and three hundredths (272.03) feet to the point of beginning.

The above described lot or parcel of land contains about one and four hundredths acres.

Parcel No. (5-3)

Beginning at a point thirty three (33) feet northerly from and as measured along a line normal to the Base Line at about Station 45+84, said point being in or near the easterly line of land now or formerly of the heirs of Lewis L. Gray;

Thence easterly along a curved line thirty three (33) feet northerly from and concentric with an eight degree (8°-00) curve of the Base Line about two hundred eighty nine and fifty nine hundredths (289.59) feet to a point on a line at right angles to the Base Line at P.T. Station 48+87.58;

Thence north forty six degrees ten minutes east (N.46°-10'E.) about four hundred fifty and forty two hundredths (450.42) feet to a point thirty three (33) feet northwesterly from and as measured along a line at right angles to the Base Line at about Station 53+38, said point being in or near the northwesterly old right of way line of State Aid Highway No. 2;

Thence southwesterly and westerly along the northwesterly and northerly old right of way lines of State Aid Highway No. 2, as the same may run, about seven hundred forty four (744) feet to the southeasterly corner of land of the beforementioned heirs of Lewis L. Gray;

Thence northerly along the easterly line of the said heirs of Lewis L. Gray about one (1) foot to the point of beginning.

The above described lot or parcel of land contains about twenty six hundredths (0.26) of an acre.

Also conveying unto the said State of Maine, its successors and assigns, the right to enter, clear, grub, construct, and maintain slopes of the highway, as long as they are necessary for highway purposes, on land outside of and adjoining the herein before described lots or parcels of land and within the areas defined by the, "Construction Limit Line," as shown on the beforementioned right of way map, together with the perpetual right to flow water over, through and across land of the Grantor - Corporation outside of and adjoining the land herein conveyed from culverts or drains installed under the highway at about Stations 29+40, 30+46, 46+00, and 48+74, with the right to enter upon said premises at any time for the purpose of maintaining or repairing inlets and outlets thereof.

SCHEDULE A-57

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine, generally lying south of Thurston Pond, north of Jacob Buck Pond and west of the Jacob Buck Pond Road or Gulley Road, bounded and described as follows, to wit:

Beginning on the Orrington-Bucksport town line at a granite post marked "O" and "B" at the northwesterly corner of Lot 59 in the fourth range of lots in said town, thence following said town line S 76°-31'-01" E a distance of 3,644.58 feet along the northerly line of said Lot 59 to a granite post marked "O" and "B" at a corner in said town line; thence following said town line N 18°-28'-40" E a distance of 1,275.62 feet along Lot 165 in the short range of lots in said town to the northerly corner of said Lot 165; thence following the northeasterly line of said Lot 165 on a bearing of S 46°-24'-20" E a distance of 1,758.86 feet to a stone post; thence across Lot 166 on a bearing of N 43°-35'-50" E a distance of 1,573.84 feet to a rebar driven into the ground on the northerly line of Lot 166; thence following the northerly line of said Lot 166 on a bearing of S 45°-48'-35" E a distance of 2,346.21 feet to a iron rod at the range line between the short range and Range 5; thence following said range line S 43°-35'-00" W a distance of 4,813.97 feet and along a spotted line painted yellow to an iron rod set near Jacob Buck Pond and the southerly corner of Lot 164; thence N 49°-12'-10" W a distance of 2,520.68 feet along the southwesterly line of said Lot 164 and a spotted line painted yellow to an iron rod driven into the ground on the range line between the short range and Range 4; thence following said range line N 18°-28'-40" E a distance of 459.22 feet along a spotted line painted yellow to an iron rod at the southeasterly corner of parcel of land described as Parcel 3 in a deed from Bentley L. Barbour to St. Regis Paper Company dated January 4, 1980 and recorded in the Hancock County Registry of Deeds in Book 1369 at Page 28; thence following the southerly line of said Parcel 3 on as bearing of N 76°-31'-10" W a distance of 1,822.64 feet along a spotted line painted yellow to an iron rod driven into the ground; thence along the westerly line of Parcel 3 on a bearing of N 13°-28'-50" E a distance of 381.55 feet along a spotted line painted yellow to an iron rod set in the southerly line of Lot 59, Range 4; thence following the southerly line of said Lot 59 on a bearing of N 76°-31'-10" W a distance of 2,042.16 feet along a spotted line painted yellow to an iron rod set in the ground at the range line between the third and fourth ranges and the southwest corner of Lot 59, Range 4; thence following the range line N 20°-21'-20" E a distance of 1,628.95 feet along the westerly line of said Lot 59 and a spotted line painted yellow to a stone post marked "O" and "B" and continuing on to a second granite post at the point of beginning.

The above description is taken from a survey by Henry J. Hunter dated September 1982. All bearings are true north.

A certain lot or parcel of land situated in Bucksport, Hancock County, Maine, being generally located in the easterly central portion of the town on both sides of Moosehorn Stream, more fully described as follows, to wit:

Beginning at a rebar driven into the ground with an aluminum cap affixed to the top set on the easterly side of State Route 46 about 18 chains northerly of the intersection of the said Route 46 and the road by the northerly end of Hancock Pond at the southerly line of Lot 109, 7th Range of lots, in said town; thence northeasterly and northerly or whatever the course may be 1,389.6 feet, more of less, along the easterly sideline of said Route 46 to a rebar driven into the ground with an aluminum cap affixed to the top; thence N 87°-47'-00" E a distance of 432.6 feet, more or less, along a spotted line painted blaze orange to a rebar driven into the ground with an aluminum cap affixed to the top on the westerly bank of Moosehorn Stream; thence continuing on the same bearing 63 feet, more or less, to the thread of Moosehorn Stream; thence northeasterly, southerly, northeasterly and northerly or whatever the course may be a distance of 1,219 feet, more or less, to a point opposite a rebar driven into the ground with an aluminum cap affixed to the top numbered 133 near the center on the easterly bank of said Moosehorn Stream at the northerly line of Lot 111, 7th Range of lots, in said town; thence S 47°-22'-30" E a distance of 33 feet, more or less following the northerly line of Lot 111, 7th Range to said rebar; thence on the same bearing a distance of 217.1 feet, more or less, along a spotted line painted yellow and the northerly line of said Lot 111 to a rebar driven into the ground with an aluminum cap affixed to the top numbered 134 near the center; thence S 26°-51'-15" W a distance of 247.5 feet, more or less, following a spotted line painted yellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 135 near the center; thence S 46°-50'-30" E a distance of 742.5 feet, more or less, following a spotted line painted yellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 135 near the center on the westerly side of the Upper Long Pond Road, so-called; thence southerly and southwesterly or whatever the course may be 2,370.3 feet, more or less, following the westerly sideline of said Upper Long Pond Road to a rebar set on the westerly side of the Upper Long Pond Road; thence N 47°-22-30" W a distance of 1,454.5 feet, more or less, following a spotted line painted yellow and the southwesterly line of Lot 109 in the 7th Range to the rebar at the point of beginning, containing 75 acres, more or less.

Also conveying whatever rights SP Forests, L.L.C. may have in the westerly half of the Upper Long Pond Road and the easterly half of Route 46 adjoining said above described property.

Being a portion of Lots 109, 110 and 111, in the 7th Range.

All bearings are true. Said data was collected during surveys done by Plisga & Day, Land Surveyors, from 1981 to 1993, and compiled on one plan dated December 27, 1993.

Being a portion of the premises conveyed to St. Regis Paper Company by deed of Albert C. Swazey dated January 11, 1965 and recorded in the Hancock County Registry of Deeds in Book 976 at Page 161. . St. Regis Paper Company became St. Regis Corporation by a Certificate of Name Change dated June 29, 1983 and recorded in the said Registry in Misc. Book 9 at Page 95. St. Regis Corporation merged with Champion International Corporation by Certificate of Merger dated April 1, 1985 and recorded in said Registry in Misc. Book 9 at Page 151 Champion International Corporation merged with International Paper Company, a Certificate of Merger dated December 31, 2000 and recorded in said Registry in Book 3017 at Page 191. International Paper Company conveyed the property, less the mineral rights, to IP Maine Forests L.L.C. by deed dated March 12, 2001 and recorded in said Registry in Book 3036 at Page 212. IP Maine Forests L.L.C. merged with SP Forests L.L.C., a certificate of which merger dated March 26, 2001 is recorded in said Registry in Book 3042 at Page 257.

A certain lot or parcel of land situated in Bucksport, Hancock County, Maine, being generally located in the easterly central portion of the town on both sides of Moosehorn Stream, more fully described as follows, to wit:

Beginning at a rebar driven into the ground with an aluminum cap affixed to the top set on the easterly side of State Route 46 about 18 chains northerly of the intersection of the said Route 46 and the road by the northerly end of Hancock Pond at the southerly line of Lot 109, 7th Range of lots, in said town; thence northeasterly and northerly or whatever the course may be 1,389.8 feet, more of less, along the easterly sideline of said Route 46 to a rebar driven into the ground with an aluminum cap affixed to the top; thence N 87°-47'-00" E a distance of 432.6 feet, more or less, along a spotted line painted blaze orange to a rebar driven into the ground with an aluminum cap affixed to the top on the westerly bank of Moosehorn Stream; thence continuing on the same bearing 63 feet, more or less, to the thread of Moosehorn Stream; thence northeasterly, southerly, northeasterly and northerly or whatever the course may be a distance of 1,219 feet, more or less, to a point opposite a rebar driven into the ground with an aluminum cap affixed to the top numbered 133 near the center on the easterly bank of said Moosehorn Stream at the northerly line of Lot 111, 7th Range of lots, in said town; thence S 47°-22'-30" E a distance of 33 feet, more or less following the northerly line of Lot 111, 7th Range to said rebar; thence on the same bearing a distance of 217.1 feet, more or less, along a spotted line painted yellow and the northerly line of said Lot 111 to a rebar driven into the ground with an aluminum cap affixed to the top numbered 134 near the center; thence S 26°-51'-15" W a distance of 247.5 feet, more or less, following a spotted line painted yellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 135 near the center; thence S 46°-50'-30" E a distance of 742.5 feet, more or less, following a spotted line painted yellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 135 near the center on the westerly side of the Upper Long Pond Road, so-called; thence southerly and southwesterly or whatever the course may be 2,370.3 feet, more or less, following the westerly sideline of said Upper Long Pond Road to a rebar set on the westerly side of the Upper Long Pond Road; thence N 47°-22-30" W a distance of 1,454.5 feet, more or less, following a spotted line painted yellow and the southwesterly line of Lot 109 in the 7th Range to the rebar at the point of beginning, containing 75 acres, more or less.

Also conveying whatever rights SP Forests, L.L.C. may have in the westerly half of the Upper Long Pond Road and the easterly half of Route 46 adjoining said above described property.

Being a portion of Lots 109, 110 and 111, in the 7th Range.

All bearings are true. Said data was collected during surveys done by Plisga & Day, Land Surveyors, from 1981 to 1993, and compiled on one plan dated December 27, 1993.

Being a portion of the premises conveyed to St. Regis Paper Company by deed of Albert C. Swazey dated January 11, 1965 and recorded in the Hancock County Registry of Deeds in Book 976 at Page 161. . St. Regis Paper Company became St. Regis Corporation by a Certificate of Name Change dated June 29, 1983 and recorded in the said Registry in Misc. Book 9 at Page 95. St. Regis Corporation merged with Champion International Corporation by Certificate of Merger dated April 1, 1985 and recorded in said Registry in Misc. Book 9 at Page 151 Champion International Corporation merged with International Paper Company, a Certificate of Merger dated December 31, 2000 and recorded in said Registry in Book 3017 at Page 191. International Paper Company conveyed the property, less the mineral rights, to IP Maine Forests L.L.C. by deed dated March 12, 2001 and recorded in said Registry in Book 3036 at Page 212. IP Maine Forests L.L.C. merged with SP Forests L.L.C., a certificate of which merger dated March 26, 2001 is recorded in said Registry in Book 3042 at Page 257.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, JOSEPH E. SOPER, of Orland, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcels of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Robert P. Randall and by land now or formerly of Frank Urban and by land now or formerly of John Soper,
Easterly by Alamoosook Lake, and/or Dead River
Southerly by Alamoosook Lake, and
Westerly by the outlet pool or stream leading from Alamoosook Lake and by land now or formerly of John Soper.
Excepting herefrom the White lot, so-called, now owned by Eleanor C. French, the Leach lot, so-called, now owned by Lauriston G. Leach or Harry C. Page, the Otis lot, so-called, now owned by J. Albert Giard, the Wilder lots, so-called, now owned by Everett P. Wilder, and the Frank Pierce lot, so-called, now owned by Harriet M. Pierce, and the Doughty lot, so-called, now owned by Granville H. Doughty.
Also another certain lot or parcel of land situated in said Orland, bounded and described as follows:
Northerly by land now or formerly of A. Swasey,
Easterly by Dead River,
Southerly by land now or formerly of the heirs of Luke Soper, and
Westerly by the mill lot, so-called.
Also another certain lot or parcel of land situated in said Orland, bounded and described as follows:
Northerly by Dead River,
Easterly by land now or formerly of Joseph Buck and
Southerly by land now or formerly of Robert B. Randall.
Meaning and intending to convey and hereby conveying the above rights on any and all shore frontage I now own on Alamoosook Lake and/or Dead River.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Joseph E. Soper, Widower, have hereunto set my hand and seal this 26 day of July, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of
Walter S Jones — Joseph E Soper (L.S.)

STATE OF MAINE
HANCOCK, ss. July 26, 1952

Personally appeared the above named Joseph E. Soper and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Walter S Jones
Notary Public
My Commission Expires October 10, 1958

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie B. Patten, Reg'r.

BOOK 747

K N O W A L L M E N B Y T H E S E P R E S E N T S,
That I, EVERETT P. WILDER, of Jackson, County of Jackson, State of Michigan, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Joseph E. Soper,
Easterly by land formerly owned by Viola Frownelle, now owned by Joseph E. Soper,
Southerly by Alamoosook Lake, and
Westerly by land now or formerly of Joseph E. Soper.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all time in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Everett P. Wilder, unmarried, have hereunto set my hand and seal this 21st day of July, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of

Walter S Jones — Everett P Wilder (L.S.)

STATE OF
Hancock, ss. July 21, 1952

Personally appeared the above named Everett P. Wilder and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Walter S Jones
Notary Public
My Commission Expires
October 10, 1958

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, OWEN L. GRAY, of Orland, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, ineither case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account offlowage by said dam:

One third (1/3) interest in common and undivided in and to a certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Maggie Morse,
Easterly by land now or formerly of Granville Doughty,
Southerly by Alamoosook Lake, and
Westerly by land of St. Regis Paper Company and land formerly of Albin and Margaret Stone, now owned by said Owen L. Gray.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold asaforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Owen L. Gray, and I, Clara M. Gray, wife of the said Owen L. Gray, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 10th day of August, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of

Walter S Jones
for both

Owen L Gray (L.S.)
Clara M. Gray (L.S.)

STATE OF MAINE
HANCOCK, ss. Aug. 10, 1952

Personally appeared the above named Owen L. Gray and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal

Walter S Jones
Notary Public
My Commission Expires
October 10, 1958

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie B. Patten, Reg'r.

BOOK 747

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, HAZEL E. WOODWORTH and EDNA B. WOODWORTH, both of Montclair, in the County of Essex and State of New Jersey, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Wallace C. Gillette and Bernice A. Gillette.
Easterly by the Fish Hatchery Road, so-called,
Southerly by land now or formerly of Stella Streeter, and
Westerly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executers, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Hazel E. Woodworth and Edna B. Woodworth, both unmarried, have hereunto set our hands and seals this 12th. day of August, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of

Sarah S. Banman — Hazel E. Woodworth (L.S.)
Elizabeth Woodworth — Edna B. Woodworth (L.S.)

STATE OF Maine
Hancock, ss. August 12, 1952.

Personally appeared the above named Hazel E. Woodworth and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notarial Seal

Walter S Jones
Notary Public
My Commission Expires
October 10, 1958

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie B. Patten, Reg'r.

304 SCHEDULE A-64 Orland

BOOK 747

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, ARTHUR G. DUNBAR, of Orland, in the county of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State Of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northeasterly by land of Fayolyn S. Stewart and land now or formerly of Stella Streeter,
Southeasterly by the Fish Hatchery Road, so-called,
Southwesterly by land of Central Maine Power Company, and
Northwesterly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Arthur G. Dunbar, widower, have hereunto set my hand and seal this 21st day of July, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of
Walter S Jones — Arthur G. Dunbar (L.S.)

STATE OF MAINE
HANCOCK, ss. July 21, 1952

Personally appeared the above named Arthur G. Dunbar and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal

Walter S Jones
Justice of the Peace
Notary Public
My Commission Expires
October 10, 1958

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie B. Patten, Reg'r.

BOOK 747

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, STEPHEN A. BARRY and MARVIA P. BARRY, both of Bucksport, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at said Bucksport, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land of George D. Bearce,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of Ernest E. Baker et al., and
Westerly by the so-called Holy Ghost line.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Stephen A. Barry and Marvia P. Barry, husband and wife, each joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 23rd day of July in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of

Kay Bartlett — Stephen A. Barry (L.S.)
" " — Marvia P. Barry (L.S.)

STATE OF MAINE
HANCOCK, ss. July 23, 1952

Personally appeared the above named Stephen A. Barry and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Halvor E Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie B. Patten, Reg'r.

306

SCHEDULE A-66 Orland

BOOK 747

K N O W A L L M E N B Y T H E S E P R E S E N T S,
That we, CHARLTON P. STUBBS and PEARL D. STUBBS, both of Bucksport, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Clement R. Lee
Easterly by Alamoosook Lake
Southerly by land now or formerly of Paul Nolan, and
Westerly by land now or formerly of the Ferguson Estate, so-called.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, We, the said Charlton P. Stubbs and Pearl D. Stubbs, husband and wife, each joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 30th day of July, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of

Walter S Jones
for both

Charlton R Stubbs (L.S.)
Deloris Stubbs (L.S.)

STATE OF MAINE
HANCOCK, ss. July 30, 1952

Personally appeared the above named Charlton P. Stubbs and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal

Walter S Jones
Justice of the Peace
Notary Public
My Commission Expires
October 10, 1958

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie B. Patten, Reg'r.

SCHEDULE A-67 Orland
307

BOOK 747

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, HERBERT M. SOPER and MILDRED B. SOPER, both of Orland, in the County of Hancock and State of Maine, in consideration of one dollar and other Valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock andState of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly and Northeasterly by the Outlet Stream of Alamoosook Lake,
Easterly and Southeasterly by land formerly of Albion R. Soper, now owned by Henry G. Holbrook et al.,
Southerly by land formerly of Albion R. Soper, now owned by Henry G. Holbrook et al., and
Westerly by land of St. Regis Paper Company.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said HERBERT M. SOPER and MILDRED B. SOPER, husband and wife, each joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 23rd. day of July, in the year of our Lord one thousand nine hundred and fifty-two.

SIGNED, SEALED AND DELIVERED
in presence of

Walter S Jones
for Both

Herbert M Soper (L.S.)
Mildred Soper (L.S.)

STATE OF MAINE
HANCOCK, ss. July 23, 1952

Personally appeared the above named Herbert M. Soper and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial
Seal

Walter S Jones
Notary Public
My Commission Expires
October 10, 1958

Rec'd. Aug. 12, 1952 at 2h 30m P.M. and entered by,
Tessie B. Patten, Reg'r.

Book 749

K N O W A L L M E N B Y T H E S E P R E S E N T S ,

THAT We, Harry M. Beck and Essie V. Beck, husband and wife, both of Deer Isle, in the County of Hancock and State of Maine in consideration of One Dollar and other valuable consideration paid by George W. Torrey and Marvel S. Torrey, both of Deer Isle, in the County and State aforesaid, husband and wife, the receipt whereof We do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said George W. Torrey and Marvel S. Torrey, as joint tenants, and not as tenants in common, to them and their heirs and assigns, and the heirs and assigns of the survivor of them forever,

A certain lot or parcel of land, together with all buildings thereon, situate at said Deer Isle, and bounded and described as follows, to-wit: Beginning at the bank of the shore of Northwest Harbor, at a white rock; thence South by West (Marine compass course) One hundred seventy-six (176) feet to a marked spruce tree; thence Southeast by East (Marine compass course) One hundred six (106) feet to a marked spruce tree; thence Northeast One hundred sixty-three (163) feet to the bank of the shore; thence Westerly by said shore to bound begun at. Containing One-half (1/2) acre more or less.

No documentary stamps necessary

Also a right-of-way as now established from said lot above described to the highway road. Also the use of a spring lying Westerly of said lot, together with right-of-way to said spring.

Said premises as above described being the same as originally conveyed by Luella A. Beck to Rose H. Beck by Warranty Deed dated September 25, 1943, and as recorded in Vol. 693, Page 204 of the Hancock County Registry of Deeds, and as conveyed to us, the said Grantors hereof, by George Lane Beck by Deed dated October 3, 1949, and as recorded in Vol. 728, Page 77 of said Hancock County Registry of Deeds, reference to the same being hereby made and had.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said George W. Torrey and Marvel S. Torrey as joint tenants, and not as tenants in common, to them and their heirs and assigns, and the heirs and assigns of the survivor of them, to them and their use and behoof forever.

AND We do COVENANT with the said Grantees, as aforesaid, that we are lawfully seized in fee of the premises, that they are free of all incumbrances; that we have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that we and our heirs shall and will WARRANT AND DEFEND the same to the said Grantees, the heirs and assigns of the survivor of them forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, We the said Grantors, Harry M. Beck and Essie V. Beck husband and wife aforesaid joining in this deed as Grantors, and relinquishing and conveying our right by descent and all other rights in the above described premises, have hereunto set our hands and seals this 24th., day of June in the year of our Lord one thousand nine hundred and fifty-two.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF
Andrew J. Beck To Both

Harry M. Beck (L.S.)
Essie V. Beck (L.S.)

STATE OF MAINE, HANCOCK, SS. June 24th., 1952.

Personally appeared the above named Harry M. Beck and Essie V. Beck and acknowledged the foregoing instrument to be their free act and deed.

Before me,
Andrew J. Beck
Justice of the Peace

Rec'd July 10, 1952, at 1h. 45m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, ROBERT B. RANDALL, of Orland, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever; the right to flow the following described parcels of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

Three (3) certain lots or parcels of land situated in Orland, in the County of Hancock and State of Maine, bounded and described as follows:

First parcel:
Northerly by land now or formerly of the heirs of Luke Soper,
Easterly by Alamoosook Lake and/or Dead River,
Southerly by land now or formerly of Joseph E. Soper, and
Westerly by land now or formerly of Joseph E. Soper.
Second parcel:
Northerly by Dead River,
Easterly by land now or formerly of John Soper,
Southerly by land now or formerly of John Soper, and
Westerly by Alamoosook Lake and/or Dead River.
Third parcel:
Northerly by land now or formerly of John Soper,
Easterly by land of owners unknown,
Southerly by land now or formerly of Edith O. Tunison, and
Westerly by Alamoosook Lake.
Meaning and intending to convey and hereby conveying the above rights on any and all shore frontage I now own on Alamoosook Lake and/or Dead River.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Robert B. Randall, and I, Cora G. Randall, wife of the said Robert B. Randall, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Walter S. Jones — Robert B. Randall (L.S.)
Walter S. Jones — Cora G. Randall (L.S.)

STATE OF MAINE
HANCOCK, ss. August 18, 1951

Personally appeared the above named Robert B. Randall and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, ROBERT B. RANDALL, of Orland, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:

Northerly by land now or formerly of A. R. Soper,
Easterly by land now or formerly of George H. Randall and
by other owners unknown,
Southerly by land now or formerly of P. E. Soper et al., and
Westerly by Dead River.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Robert B. Randall, and I, Cora G. Randall, wife of the said Robert B. Randall, joining in this deed as Grantor, and relinquishing and conveying her rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
In Presence of
Paul Nolan. Robert B. Randall (L.S.)
Paul Nolan. Cora G. Randall (L.S.)

STATE OF MAINE
HANCOCK, ss. August 18, 1951

Personally appeared the above named Robert B. Randall and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, EDITH O. TUNISON, of the City, County, and State of New York, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Robert B. Randall,
Easterly by land of United States of America,
Southerly by land of United States of America, and
Westerly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Edith O. Tunison, widow, have hereunto set my hand and seal this 5th day of Sept., in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Wallace L. Leach — Edith O. Tunison (L.S.)

STATE OF MAINE
Hancock, ss. September 5, 1951

Personally appeared the above named Edith O. Tunison and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Notarial
Seal

Wallace L. Leach
Notary Public
NOTARY PUBLIC
My commission expires
June 2, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, VIVIAN V. ROCKWOOD HINE, of Keene, in the County of Cheshire and State of New Hampshire, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land of United States of America,
Easterly by the Fish Hatchery Road, so-called,
Southerly by land of Wallace C. Gillette and Bernice A. Gillette, and
Westerly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Vivian V. Rockwood Hine, have hereunto set my hand and seal this day of August 23, in the year of our Lord one thousand nine hundred and fifty-one.

Book 749

Signed, Sealed and Delivered
in presence of
Wallace L. Leach Vivian V. Rockwood Hine (L.S.)

STATE OF Maine
Hancock, ss. August 23, 1951

Personally appeared the above named Vivian V. Rockwood Hine and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Notarial
Seal

Wallace L. Leach
Notary Public
NOTARY PUBLIC
My commission expires
June 2, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, STELLA G. STREETER, of Sparta, in the County of Sussex and State of New Jersey, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land of Hazel E. Woodworth et al.,
Easterly by land of Doris E. Leland, formerly owned by said Streeter,
Southerly by land of Doris E. Leland, formerly owned by said Streeter, and
Westerly by Alamoosook Lake.
Meaning and intending to convey and hereby conveying the above rights on any and all shore frontage I now own on Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Stella G. Streeter, unmarried, have hereunto set my hand and seal this 31" day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
E. O. Sugden Stella G. Streeter (L.S.)

STATE OF Maine
Hancock, ss. August 31, 1951

Personally appeared the above named Stella G. Streeter and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Notarial
Seal

E. O. Sugden
Notary Public

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

SCHEDULE A-72 Orland
105

Book 749

K N O W A L L M E N B Y T H E S E P R E S E N T S,
That we, NATHAN P. WALTON, JR. and JOSEPHINE R. WALTON, both of East Orange, County of Essex, State of New Jersey, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Stella G. Streeter,
Easterly by the range line,
Southerly by land now or formerly of Sarah Bauman, and
Westerly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we ha ve good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Nathan P. Walton, Jr. and Josephine R. Walton, husband and wife, each joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Walter S. Jones — Nathan P. Walton, Jr. (L.S.)
Walter S. Jones — Josephine R. Walton (L.S.)

STATE OF MAINE
Hancock, ss. August 18, 1951

Personally appeared the above named Nathan P. Walton, Jr. and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

Book 749

K N O W A L L M E N B Y T H E S E P R E S E N T S,
That I, SARAH S. BAUMAN, of Jersey City, in the County of Hudson and State of New Jersey, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northeasterly by land now or formerly of Earl Mann,
Southerly by land of Ruth Millspaugh et al., and
Westerly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Sarah S. Bauman, unmarried, have hereunto set my hand and seal this 18th day of August in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
R. B. Randall — Sarah S. Bauman (L.S.)

STATE OF MAINE
Hancock, ss. August 18, 1951

Personally appeared the above named Sarah S. Bauman and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Notarial Seal — Halvor E. Prescott, Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,
That we, RUTH MILLSPAUGH, of Orange, in the County of Essex and State of New Jersey, and MARY C. PRICE, of Decatur, in the County of Morgan and State of Alabama, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land of Sarah Bauman,
Easterly by land now or formerly of Earl Mann,
Southerly by land of Linnie M. Dunbar, and
Westerly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Ruth Millspaugh, unmarried, and Mary C. Price, and I, C. W. Price, husband of the said Mary C. Price, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Geo. D. Bearce — Mary C. Price (L.S.)
Geo. D. Bearce — Ruth Millspaugh (L.S.)
Wallace L. Leach — C.W. Price (L.S.)

STATE OF Maine
Hancock, ss. August 18, 1951

Personally appeared the above named Ruth Millspaugh and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Notarial Seal
Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

KNOW ALL MEN BY THESE PRESENTS

That CENTRAL MAINE POWER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maine and having its office and principal place of business at Augusta, in the County of Kennebec and State of Maine, in consideration of One Dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey and forever quitclaim unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which it may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows: Northeasterly by land now or formerly of Arthur G. Dunbar, southeasterly by land formerly of Thomas F. Mason and Augustin Mason, southwesterly by land now or formerly of Thomas Coffron, and northwesterly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, its successors and assigns, that it will at all times in each year between

the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam including sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted flowage rights, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And the said Central Maine Power Company does covenant with the said Grantee, its successors and assigns, that it and its successors and assigns shall and will warrant and defend said flowage rights to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it but against none other.

IN WITNESS WHEREOF, the said Central Maine Power Company has caused this instrument to be sealed with its corporate seal and signed in its corporate name by H. D. Jennings, its Treasurer, thereunto duly authorized, this 2nd day of April, in the year one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of
Nathaniel W. Wilson

Corporate Seal
-2-

CENTRAL MAINE POWER COMPANY
By H. D. Jennings
Treasurer

STATE OF MAINE,
Kennebec, ss. Augusta, April 2, 1952.

Personally appeared the above-named H. D. Jennings, Treasurer of said Central Maine Power Company as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation, before me,

Nathaniel W. Wilson
Justice of the Peace

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, RICHARD W. ESTABROOK and ELIZABETH P. ESTABROOK, both of Bucksport, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northeasterly by land now or formerly of Stella G. Streeter,
Southeasterly by land now or formerly of Stella G. Streeter,
Southwesterly by land of Harold S. Chase, and
Northwesterly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

Book 749

IN WITNESS WHEREOF, we, the said Richard W. Estabrook and Elizabeth P. Estabrook, husband and wife, each joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Margaret E. Maley — Elizabeth P. Estabrook (L.S.)
Franklin Larrabee — Richard W. Estabrook (L.S.)

STATE OF MAINE
HANCOCK, ss. August 18, 1951

Personally appeared the above named Richard W. Estabrook and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, HAROLD S. CHASE, of Bucksport, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northeasterly by land now or formerly of Richard W. Estabrook et al.,
Southeasterly by land now or formerly of Stella Streeter,
Southwesterly by land now or formerly of Stella Streeter, and
Northwesterly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Harold S. Chase, and I, Ruth H. Chase, wife of the said Harold S. Chase, joining in this deed as Grantor, and relinquishing and conveying her rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
In presence of
Lester C. Gray — Harold S. Chase (L.S.)
Franklin Larrabee — Ruth H. Chase (L.S.)

STATE OF MAINE
HANCOCK, ss. August 18, 1951

Personally appeared the above named Harold S. Chase and acknowledged the foregoing instrument to be his free act and deed.

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SCHEDULE A-77 Orland

Book 749

Before me,
Notarial
Seal

Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, WALTER S. JONES, of Bucksport, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at said Bucksport, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Ernest E. Baker et al.,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of David Coburn et als., and
Westerly by land now or formerly of Will Leach.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Walter S. Jones, widower, have hereunto set my hand and seal this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Geo. D. Bearce

Walter S. Jones (L.S.)

STATE OF MAINE
HANCOCK, ss.

August 18, 1951

Personally appeared the above named Walter S. Jones and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial
Seal

Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

SCHEDULE A-78 Orland
III

Book 749

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, ERNEST E. BAKER and AGNES M. BAKER, both of Bucksport, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of George D. Bearce,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of Walter S. Jones, and land nor or formerly of Edgar Leach, and
Westerly by the so-called Holy Ghost lot.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said ERNEST E. BAKER and AGNES M. BAKER, husband and wife, each joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Geo. D. Bearce
for both

Ernest E. Baker (L.S.)
Agnes M. Baker (L.S.)

STATE OF MAINE
HANCOCK ss. August 18, 1951

Personally appeared the above named Ernest E. Baker and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notarial Seal

Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

Book 749

K N O W A L L M E N B Y T H E S E P R E S E N T S,
That I, ANN R. BREEN, of Brewer, County of Penobscot, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Russell B. Harriman et al.,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of George D. Bearce, and
Westerly by land now or formerly of George H. Randall and land now or formerly of Frank Arey.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Ann R. Breen, and I, Richard F. Breen, husband of the said Ann R. Breen, joining in this deed as Grantor, and relinquishing and conveying her rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Agnes M. Baker
to both

Ann R. Breen (L.S.)
Richard F. Breen (L.S.)

STATE OF MAINE
PENOBSCOT, ss. August 18, 1951

Personally appeared the above named Ann R. Breen and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Notarial Seal
Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,
That I, PAUL NOLAN, of Philadelphia, County of Philadelphia, State of Pennsylvania, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and

all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Charlton P. Stubbs et al.,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of Russell B. Harriman et al., and
Westerly by land now or formerly of Clinton Arey and land now or formerly of E. L. Bennett.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Paul Nolan, and I, Gertrude M. Nolan, wife of the said Paul Nolan, joining in this deed as Grantor, and relinquishing and conveying her rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this eighteenth day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
R. B. Randall — Paul Nolan (L.S.)
Walter S. Jones — Mrs. Gertrude Nolan (L.S.)

STATE OF MAINE
HANCOCK, ss. August 18, 1951

Personally appeared the above named Paul Nolan and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal
Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, ELLA E. PAGE, of Bucksport, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at said Bucksport, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northwesterly by land now or formerly of Jessie M. Blodgett,
Northeasterly by Alamoosook Lake,
Southeasterly by land now or formerly of Hildreth W. Hill, and
Southwesterly by land now or formerly of Charles Starr.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all

times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Ella E. Page, and I, Harry C. Page, husband of the said Ella E. Page, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 14th day of September in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
C. F. Tyler — Ella E. Page (L.S.)
C. F. Tyler — Harry C. Page (L.S.)

STATE OF MAINE
HANCOCK, ss. September 14, 1951

Personally appeared the above named Ella E. Page and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notarial Seal — Halvor E. Prescott
Notary Public

My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, JESSIE N. BLODGETT, of Bucksport, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Gertrude M. Emery,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of Ella E. Page, and
Westerly by land now or formerly of Walter Gardner and by land now or formerly of J. A. Soper.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Jessie N. Blodgett, and I, Fred S. Blodgett, husband of the said Jessie N. Blodgett, joining in this deed as Grantor, and relinquishing and conveying his rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 21st day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
In Presence of
Flora Gravelle
G. L. Blodget

Fred S. Blodgett (L.S.)
Jessie N. Blodgett (L.S.)

STATE OF MAINE
HANCOCK, ss. August 21, 1951

Personally appeared the above named Jessie N. Blodgett and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notarial Seal

Wallace L. Leach
Justice of the Peace
Notary Public
NOTARY PUBLIC
My commission expires
June 2, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, LESLIE E. LITTLE, of Bucksport, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Henry G. Holbrook et al.,
Easterly by the outlet pool or stream leading from Alamoosook Lake,
Southerly by land now or formerly of Gertrude M. Emery, and
Westerly by land now or formerly of Henry G. Holbrook et al.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Leslie E. Little, and I, Harriett P. Little, wife of the said Leslie E. Little, joining in this deed as Grantor, and relinquishing and conveying her rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this seventeenth day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Book 749

Signed, Sealed and Delivered
In presence of
Geo. D. Bearce
for both

Leslie E. Little (L.S.)
Harriett P. Little (L.S.)

STATE OF MAINE
HANCOCK, ss. August 17, 1951

Personally appeared the above named Leslie E. Little and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal

Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, CYNTHIA H. SUMNER, of Auburn, County of Worcester, Commonwealth of Massachusetts, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, and being Poplar Island, so-called, in Alamoosook Lake, together with the sand bar and line of rocks running from said island into said lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Cynthia H. Sumner, and I, Warren E. Sumner, husband of the said Cynthia H. Sumner, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 31st day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Wallace L. Leach
Wallace L. Leach

Cynthia H. Sumner (L.S.)
Warren E. Sumner (L.S.)

STATE OF MAINE,
Hancock, ss. August 31, 1951

Personally appeared the above named Cynthia H. Sumner and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Notarial Seal

Wallace L. Leach
NOTARY PUBLIC
Notary Public
My commission expires
June 2, 1955

Rec'd July 10, 1952, at 2h. 40m. P.M., and entered by,
Tessie B. Patten, Reg'r.

Book 749

K N O W A L L M E N B Y T H E S E P R E S E N T S ,

THAT we, Elias H. DeRaps and Celia A. DeRaps of Hancock, County of Hancock, State of Maine, in consideration of One Dollar and other valuable considerations, paid by Donald Purslow of said Hancock, the receipt whereof we do hereby acknowledge, do hereby REMISE, RELEASE, BARGAIN, SELL AND CONVEY and forever QUIT-CLAIM unto the said Donald Purslow, his heirs and assigns forever, a certain lot or parcel of land situated in Hancock, County of Hancock, State of Maine, bounded and described as follows, to wit:

U.S.I.R. Stamps $.55 E. H. Der 12/19/49

Beginning at Joseph Crabtree's northeast corner bound; thence running fifteen (15) rods, more or less, to the County Road; thence westerly by said road eleven (11) rods, more or less, to a stone post; thence southerly to Joseph Crabtree's line; thence easterly by said Crabtree line to place of beginning, containing one (1) acre.

Being the 'Third Lot' described in deed from W. B. Blaisdell, Administrator of the Estate of Ella Wooster, to above Grantors, dated June 13, 1947, recorded in Hancock County, Maine, Registry of Deeds in Book 715, Page 538.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the said Donald Purslow, his heirs and assigns forever.

AND we do COVENANT with the said Grantee, his heirs and assigns, that we will WARRANT AND FOREVER DEFEND the premises to him the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through or under us.

IN WITNESS WHEREOF, we, the said Elias H. DeRaps and Celia A. DeRaps, husband and wife have hereunto set our hands and seals this nineteenth day of December in the year of our Lord one thousand nine hundred and forty-nine.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF
H W Blaisdell

Elias H. DeRaps (L.S.)
Celia A. DeRaps (L.S.)

STATE OF MAINE, Hancock SS. December 19, 1949.

Personally appeared the above named Elias H. DeRaps and acknowledged the above instrument to be his free act and deed.

Before me,

Harvard W Blaisdell
Justice of the Peace

Rec'd July 11, 1952, at 8h. 37m. A.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, GRANVILLE H. DOUGHTY, of Orland, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in said Orland and bounded and described as follows:
Northeasterly by land now or formerly of Joseph E. Soper,
Southeasterly by land now or formerly of Joseph E. Soper,
Southwesterly by the outlet stream of Alamoosook Lake, and
Northwesterly by land now or formerly of Joseph E. Soper.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Granville H. Doughty, and I, Thelma J. Doughty, wife of the said Granville H. Doughty, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 23rd day of August, in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered
in presence of
Wallace L. Leach — Granville H. Doughty (L.S.)
Wallace L. Leach — Thelma J. Doughty (L.S.)

STATE OF MAINE
HANCOCK, ss. August 23, 1951

Personally appeared the above named Granville H. Doughty and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Wallace L. Leach
Justice of the Peace
Notary Public

Notarial Seal

NOTARY PUBLIC
My commission expires
June 2, 1955

Rec'd July 11, 1952, at 8h. 40m. A.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S ,

THAT I, GEORGE F. MURPHY of Tremont, Hancock County, Maine, in consideration of One Dollar and other valuable considerations, but less than One Hundred Dollars, paid by RUTH S. GOTT of Tremont aforesaid, the receipt whereof I do hereby acknowledge, do hereby REMISE, RELEASE, BARGAIN, SELL AND CONVEY, and forever QUIT-CLAIM unto the said Ruth S. Gott, her heirs and assigns forever, a certain lot or parcel of land situated in Tremont aforesaid, and bounded and described as follows in a deed of same from Union Trust Company of Ellsworth to the Grantor herein, dated May 6, 1938, and recorded in the Registry of Deeds for said Hancock County, Maine, in Vol. 660, Page 528:-

"BEGINNING at the westerly line of Main Street in the town of Tremont at the northeast corner of land of Joseph Wooster; thence northerly by the westerly line of said Main Street one hundred feet to stake and stones at land formerly of Angus McRae; thence westerly by land formerly of Angus McRae one hundred feet to stake and stones; thence southerly by land formerly of Angus McRae one hundred feet to the northerly line of Joseph Wooster's land; thence easterly by the northerly line of said Joseph Wooster one hundred feet more or less to the first mentioned bound. Being a portion of land inherited by the late Angus McRae from his father, Colin McRae, deceased.

Meaning and intending to convey and hereby conveying the same premises conveyed in mortgage by Gardner E. Lawson and Verna P. Lawson to Union Trust Company of Ellsworth by mortgage dated April 1936, acknowledged April 22, 1936, and recorded in Hancock County, Maine, Registry of Deeds in Book 650, Page 521."

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to her, the said Ruth S. Gott, her heirs and assigns forever.

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

IN WITNESS WHEREOF, I, the said George F. Murphy and I, Wavie L. Murphy, wife of the said George F. Murphy joining in this deed as Grantor, and relinquishing and conveying my right by descent and all other rights in the above described premises, have hereunto set our hands and seals this ninth day of February in the year of our Lord one thousand nine hundred and fifty-two

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF
J. Austin Gott — George F. Murphy (L.S.)
J. Austin Gott — (L.S.)

STATE OF MAINE, HANCOCK } SS. February 29, 1952.

Personally appeared the above named George F. Murphy and acknowledged the above instrument to be his free act and deed.

AND I the said Grantor, for myself and my Heirs, Executors and Administrators do covenant with the said Grantee, its Successors and Assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances, that I have good right to sell and convey the same as aforesaid; and that I and my Heirs, Executors and Administrators shall and will WARRANT AND DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

AND I the said Grantor for myself and my heirs, executors and administrators further covenant with the said Grantee, its successors and assigns, that so long as the principal sum secured by this mortgage or any part thereof shall remain unpaid: 1-I will pay all taxes and assessments on the granted premises, to whomsoever laid or assessed; 2-I will keep the buildings thereon insured against fire in a sum not less than the principal sum secured by this mortgage and carry such other and further types of insurance and in such amounts as the mortgagee may require, policies to be in such form and with such insurance companies as the Grantee approves, made payable in case of loss to and deposited with the Grantee; 3-in case of failure on the part of the Grantor to perform the above covenants or either of them any sum or sums paid by the Grantee for taxes or insurance premiums upon the mortgaged property together with interest thereon, shall be added to and become a part of the mortgage debt to be repaid; 4-I will not commit nor suffer any strip or waste of the granted premises, nor commit any breach of any covenant herein contained.

PROVIDED NEVERTHELESS that if the said Grantor or her heirs, executors or administrators pay unto the said Grantee or its successors or assigns, each and every installment of principal and interest due on a certain note executed this day by said Grantor, in the amount of Four thousand five hundred dollars and payable to the Grantee or order, with interest at the rate of six per centum per annum, as each such installment becomes due according to the terms of said note, and shall pay or cause to be paid, whenever the same falls due, any notes or obligations made or signed by the Grantor, payable to the Grantee whether as sole or joint maker, principal or surety, or endorsed by the Grantor and delivered to the Grantee together with interest on same, together with any payments made by the Grantee for insurance and taxes on said property, and shall also pay interest at the above rate on all overdue installments of interest, the same to be compounded semi-annually, and also all other debts which the Grantor may contract with the Grantee and shall fully perform all covenants and conditions herein contained, then this deed as also said certain promissory note bearing even date with these presents, given by the said Grantor to the said Grantee to pay the sums and interest at the time aforesaid, shall be void, otherwise shall remain in full force.

IN WITNESS WHEREOF, I, the said Estelle Reid Noyes being unmarried, have hereunto set my hand and seal this 22 day of July in the year of our Lord one thousand nine hundred and fifty-two.

Estelle Reid Noyes (L.S.)

STATE OF MAINE,)
Hancock) SS. July 22 1952.

Personally appeared the above named Estelle Reid Noyes and acknowledged the above instrument to be her free act and deed.

Before me,

Notarial Seal

A. H. Cunningham
Notary Public.

Rec'd July 25, 1952, at 8h. -m. A.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, GEORGE D. BEARCE, of Bucksport, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:

Northerly by land now or formerly of Ann R. Breen,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of Stephen A. Barry et al., and
Westerly by land now or formerly of George H. Randall and land now or formerly of Newton Heath, said Heath land being otherwise referred to as the Holy Ghost lot.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said George D. Bearce, and I, Katherine W. Bearce, wife of the said George D. Bearce, joining in this deed as Grantor, and relinquishing and conveying her rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 18th day of July, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of
Kay Bartlett
" "

Katherine W. Bearce (L.S.)
George D. Bearce (L.S.)

STATE OF MAINE
HANCOCK, ss. July 18, 1952

Personally appeared the above named George D. Bearce and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Notarial Seal

Halvor E. Prescott
Notary Public
My Commission Expires May 5, 1955

Rec'd July 25, 1952, at 8h. -m. A.M., and entered by,
Tessie B. Patten, Reg'r.

(WARRANTY DEED)

U.S.I.R. Stamps $.55

K N O W A L L M E N B Y T H E S E P R E S E N T S , T H A T Lillis Corporation, a corporation duly organized and existing under the laws of the State of Maine, with its principal place of business at Bangor, County of Penobscot, State of Maine, in consideration of one dollar and other valuable considerations, paid by Franklin A. Light and Helen E. Light, husband and wife, both of Bangor, County of Penobscot, State of Maine, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Franklin A. Light and Helen E. Light as joint tenants and not tenants in common, their, heirs and assigns, forever, certain real estate located in that part of the Town of Dedham that is within the territorial limits of the Lucerne-in-Maine Village Corporation, County of Hancock, State of Maine, all mmerical designation of lots and blocks, the alphabetical designation of sections and the names of avenues and roads, being reference for the purpose of description only without implication of rights or appurtenances by reference thereto, to the plans and portions thereof made by C. B. Breed, recorded in Hancock County Registry of Deeds, Plan Book 3; reference to books and pages being other deed recordings in the Hancock County Registry of Deeds, the premises conveyed being more particularly described as follows, viz:

Beginning on the generally easterly line of Lakeview Avenue at a point that would be formed by its intersection with a prolongation southeasterly of the northeasterly line of lot 63, Block 32, Section G; thence southwesterly by and along the generally easterly line of Lakeview Avenue 84.40 feet, more or less, to a point that would be formed by its intersection with a prolongation southeasterly of the northeasterly line of lot 68, Block 32, Section G; thence deflecting to the left seventy-four (74) degrees in a southeasterly direction, fifty (50) feet,

and the heirs, devisees and personal representatives of such unknown and unascertained stockholders of Eagle Airship Company and persons unknown, unascertained or not in being claiming under such unknown and unascertained stockholders of Eagle Airship Company or claiming under the heirs or devisees or personal representatives of such unknown and unascertained stockholders of Eagle Airship Company and each and every one of them, known and unknown, ascertained and unascertained, in being and not in being, be and are hereby perpetually enjoined and restrained from claiming or asserting any title or interest in and to said real estate.

Dated at Ellsworth, Maine, this 28th day of October, 1952.

Percy T. Clarke
Justice Superior Court

A true copy Attest:
Boyd A. Blaisdell Clerk.
Court Seal

Rec'd Oct. 28, 1952, at 3h. 50m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, J. ALBERT GIARD and BLANCHE E. GIARD, both of Bucksport, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Joseph E. Soper,
Easterly by land now or formerly of Joseph E. Soper,
Southerly by Alamoosook Lake, and
Westerly by land now or formerly of Joseph E. Soper.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said J. ALBERT GIARD and BLANCHE E. GIARD, husband and wife, each joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 14th day of August, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of
Walter S. Jones
to both

J. Albert Giard (L.S.)
Blanche E. Giard (L.S.)

STATE OF MAINE
HANCOCK, ss. August 14, 1952

Personally appeared the above named J. Albert Giard and acknowledged the foregoing instrument to be his free act and deed.

Book 751

Before me,
Notarial Seal

Walter S. Jones
Notary Public
My Commission Expires
October 10, 1958

Rec'd Oct. 28, 1952, at 4h. 01m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, DORIS L. NOWLAND, of Coscob, in the County of Fairfield and State of Connecticut, and STELLA G. STREETER, of Sparta, in the County of Sussex and State of New Jersey, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land of Stella G. Streeter and land of Hazel E. Woodworth et al.,
Easterly by the Fish Hatchery Road, so-called,
Southerly by land formerly of Earl Mann, now or formerly of Nathan Walton, Jr. et al., and
Westerly by Alamoosook Lake.
Said Stella G. Streeter joins in this deed since she holds a life estate in the above described premises.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Doris L. Nowland and Stella G. Streeter, unmarried, and I, James Nowland, husband of the said Doris L. Nowland, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 11th day of September in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
in presence of

Edith R. Bella — Doris L. Nowland (L.S.)
Edith R. Bella — James Nowland (L.S.)
Edith R. Bella — Stella G. Streeter (L.S.)

STATE OF Connecticut
County of Fairfield, ss. September 11, 1952

Personally appeared the above named Doris L. Nowland James Nowland and Stella G. Streeter and acknowledged the foregoing instrument to be their free act and deed.

Before me,
Notarial Seal

Harry L. Nado
Notary Public

Rec'd Oct. 28, 1952, at 4h. 02m. P.M., and entered by,
Tessie B. Patten, Reg'r.

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, GERTRUDE M. EMERY, of Bucksport, County of Hancock, State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northerly by land now or formerly of Leslie E. Little,
Easterly by Alamoosook Lake,
Southerly by land now or formerly of Jessie M. Blodgett, and
Westerly by land now or formerly of Leslie E. Little and by land now or formerly of Walter Gardner.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Gertrude M. Emery, and I, Hervey R. Emery, husband of the said Gertrude M. Emery, joining in this deed as Grantor, and relinquishing and conveying his rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 12th day of August, in the year of our Lord one thousand nine hundred and fifty-two.

Signed, Sealed and Delivered
In presence of
Walter S. Jones
to both

Gertrude M. Emery (L.S.)
Hervey R. Emery (L.S.)

STATE OF MAINE
HANCOCK, ss. August 12, 1952

Personally appeared the above named Gertrude M. Emery and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Notarial Seal

Walter S. Jones
Notary Public
My Commission Expires
October 10, 1958

Rec'd Oct. 28, 1952, at 4h. 03m. P.M., and entered by,
Tessie B. Patten, Reg'r.

584 SCHEDULE A-89 Orland

BOOK 802

4124

KNOW ALL MEN BY THESE PRESENTS,

That I, OWEN L. GRAY, of Orland, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in said Orland, bounded and described as follows:

Northerly by the town road leading from the Falls Bridge, do-called to the house now or formerly of P.E.Soper,

Easterly by land now or formerly of Granville Doughty,

Southerly by Alamoosook Lake, and

Westerly by land of St. Regis Paper Company.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Owen L. Gray, and I, Clara M. Gray, wife of

the said Owen L. Gray, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this SEVENTH (7) day of September, in the year of our Lord one thousand nine hundred and fifty-seven.

Signed, Sealed and Delivered
in presence of

George E. Saunders — Owen L. Gray (L.S.)

George E. Saunders — Clara M. Gray (L.S.)

STATE OF MAINE

HANCOCK, ss. September 7, 1957

Personally appeared the above named Owen L. Gray and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Harold S. Chase

Notarial Seal

Notary Public
My Commission Expires Dec. 19, 1958

Rec'd Sept. 16, 1957 at 9h -m A.M., and entered by,

Tessie B. Patten, Reg'r

4125

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, OWEN L. GRAY, of Orland, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, paid by ST. REGIS PAPER COMPANY , a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in said County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, a certain lot or parcel of land situated in said Orland and bounded and described as follows:

U.S.I.R. Stamps $ .55

Beginning at an iron pin on the southerly side of the town road leading from the Falls Bridge, so-called, to the house now or formerly of P.E.Soper, said iron pin marking the Northeasterly corner of land of St.Regis Paper Company; thence Southeasterly along said road a distance of one hundred thirty-eight (138') feet, more or less, to another iron pin near a plank culvert; thence on a course of South forty-two degrees thirty minutes West (S 42° 30' W) a distance of sixty (60) feet, more or less, to another iron pin on the shore of Alamoosook Lake; thence Northwesterly along said lake to land of St. Regis Paper Company; thence Northeasterly by said land of said St. Regis Paper Company to the point of beginning.

78

SCHEDULE A-90 Orland

BOOK 806

4397

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That we, VERA F. ROBERTS and REGINALD V. ROBERTS, both of Norwood, in the County of Norfolk and Commonwealth of Massachusetts, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St.Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:
Northeasterly by land of Harold S. Chase and a certain right of way,
Southeasterly by land now or formerly of Thomas Coffron,
Southwesterly by land now or formerly of Ethel B. Snow, and
Northwesterly by Alamoosook Lake.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever,

against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, We, the said Vera F. Roberts and Reginald V. Roberts, husband and wife, each joining in this deed as Grantor, and relinquishing and conveying all right by descent and all other rights in the above described premises, have hereunto set our hands and seals this 26 day of Sept.,in the year of our Lord one thousand nine hundred and fifty-seven.

Signed, Sealed and Delivered
in presence of

Richard F. Breen — Reginald V. Roberts (L.S.)
to both — Vera F. Roberts (L.S.)

State of Maine, County of Hancock
, ss. Sept. 26, 1957

Personally appeared the above named Reginald V. Roberts and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notarial Seal
My Commission expires 8/16/'63

Richard F. Breen
Notary Public

Rec'd Oct. 3, 1957 at 9h -m A.M., and entered by,

Tessie B. Patten, Reg'r

4398

K N O W A L L M E N B Y T H E S E P R E S E N T S,

THAT The Merrill Trust Company having received the amount secured by a certain mortgage deed dated April 25, 1955 given by Donald Dunbar & Iris P. Dunbar Husband & Wife recorded in Hancock Registry of Deeds, Vol. 770 Page 196 does hereby discharge the same in full.

Signed and Sealed this 27th day of September 1957

Witness
Leonard S. Moore

The Merrill Trust Company
By: Philip E. Colman
Assistant Treasurer

Corporate Seal

Penobscot ss. September 27, 1957

Personally appeared Philip E. Colman, Assistant Treasurer and acknowledged the above discharge to be his free act and deed, in said capacity Before me,

Notarial Seal

Leonard S. Moore
Notary Public
My commission expires Dec. 2, 1960

Rec'd Oct. 3, 1957 at 9h -m A.M., and entered by,

Tessie B. Patten, Reg'r

or proof of the annexed instrument, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such in Westchester County and throughout said State; that pursuant to law a commission, or a certificate of official character, and an autograph signature of said NOTARY PUBLIC, have been filed in my office; that said NOTARY PUBLIC was duly authorized by the laws of the State of New York to administer oaths and affirmations, to certify the acknowledgment or proof of deeds and other written instruments for lands, tenements and hereditaments and to be read in evidence or recorded in said State, to protest notes and to take and certify depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of said Notary Public on the annexed instrument with such Notary Public's autograph signature deposited in my office, and believe that the signature on the annexed instrument is genuine.

No notary seal required by the laws of the State of New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 31 day of Oct. 1957.

Edward L. Warren

Court Seal

County Clerk and Clerk of the Supreme Court and County Court, Westchester, N. Y.

Rec'd Nov. 20, 1957 at 9h-m A.M., and entered by,

Tessie B. Patten, Reg'r

5066

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, JOSEPH T. STOCKBRIDGE, JR., of Ellsworth, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the said County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing

any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam;

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:

Northerly by land now or formerly of Henry G. Holbrook et al,

Easterly by Alamoosook Lake,

Southerly by land now or formerly of Charlton P. Stubbs et al, and

Westerly by land now or formerly of the Ferguson Estate, so-called.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the levelof the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Joseph T. Stockbridge, Jr., unmarried, have hereunto set my hand and seal this 13th day of November, in the year of our Lord one thousand nine hundred and fifty-seven.

Signed, Sealed and Delivered
in presence of

H. Dana Austin — Joseph T. Stockbridge Jr.(L.S.)

STATE OF MAINE

HANCOCK, SS. — Nov 13, 1957

Personally appeared the above named Joseph T. Stockbridge, Jr. and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notarial Seal

My Com. ex. Dec. 2, 1960 — H Dana Austin
Notary Public

Rec'd Nov. 20, 1957 at 9h-m A.M., and entered by, Tessie B. Patten, Reg'r

BOOK 807

5067

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, ROBERT W. BAKER, of Damariscotta, in the County of Lincoln and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York, and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, and being a certain island in Alamoosook Lake and known as Ram Island, said island being located southerly from land formerly of George E. Patterson.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Robert W. Baker, and I, Margaret H Baker, wife of the said Robert W. Baker, joining in this deed as Grantor, and relinquishing and conveying all right by descent and all other rights in the above

described premises, have hereunto set our Hands and seals this 13th day of November, in the year of our Lord one thousand nine hundred and fifty-seven.

Signed, Sealed and Delivered
in presence of

Walter C. Chapman — Robert W. Baker (L.S.)
to both — Margaret H. Baker (L.S.)

STATE OF MAINE
LINCOLN, SS. November 13, 1957

Personally appeared the above named Robert W. Baker and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Walter C. Chapman
Notary Pulbic

Notarial Seal My Commission Expires Oct. 6, 1962

Rec'd Nov. 20, 1957 at 9h-m A.M., and entered by,

Tessie B. Patten, Reg'r

5068

WARRANTY DEED

(Joint-tenancy)

K N O W A L L M E N B Y T H E S E P R E S E N T S,

THAT We, Clara E. Sprague and Alberta C. Buswell both of Swans Island in the County of Hancock and State of Maine in consideration of One Dollar and other valuable considerations paid by Roy May and Theo May both of said Swans Island the receipt whereof do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Roy May and Theo May to hold as joint tenants according to the principles of joint tenancy, and not as tenants in common, their heirs and assigns forever, a certain lot or parcel of land situated in said Swans Island and bounded and described as follows, to wit:- Commencing at the north corner of land now or formerly of Burton L. Smith and running south 22 1/2degrees east twenty-two and one-half (22 1/2) rods to the highway; thence by the highway easterly seven (7) rods and four (4) feet to a stake and stones; thence north 22 1/2 degrees west twenty-one (21) rods to the bank of the shore; thence six (6) rods to the first mentioned bound. Containin_ 154 rods.

Being the second described lot of land in deed of Sidney N. Sprague to Clara E. Sprague and Alberta C. Buswell, which deed is recorded in the Hancock Registry of Deeds in book 731 page 350.

BOOK 808

5193

K N O W A L L M E N B Y T H E S E P R E S E N T S,

That I, HELEN C. LYNCH, of Norwood, in the County of Norfolk and Commonwealth of Massachusetts, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:

Northerly by Alamoosook Lake,

Easterly by land now or formerly of Ethel B. Snow,

Southerly by the County Road leading from Bucksport to Ellsworth, and

Westerly by land formerly of Abbie C. Jordan.

Excepting from the above premises the lot of land conveyed by Clara W. Berwick and Claude B. Cross, Trustees, to James A. Hacker et al by deed dated April 8, 1954 and recorded in Hancock County Registry of Deeds in Book 761, Page 43.

For title to the above described premises, reference is hereby made to a certain deed given by Clara W. Berwick and Claude B. Cross, Trustees, and Clara W. Berwick, individually, to Helen C. Lynch and Thomas J. Lynch, as joint tenants with right of survivorship, dated March 15, 1957 and recorded in Hancock County Registry of Deeds in Book 796, Page 472. Said Thomas J. Lynch died in August, 1957.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, her heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake.

The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Helen C. Lynch, being a widow, have hereunto set my hand and seal this 25th day of November, in the year of our Lord one thousand nine hundred and fifty-seven.

Signed, Sealed and Delivered

in presence of

Charles P. Kent — Helen C. Lynch (L.S.)

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss. — November 25, 1957

Personally appeared the above named Helen C. Lynch and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Charles P. Kent

Notary Public

My Commission expires May 26, 1962

Rec'd Nov. 29, 1957 at 9h-m A.M., and entered by,

Tessie B. Patton, Reg'r

5194

RELEASE AND CONFIRMATION OF TAKING

KNOW ALL MEN BY THESE PRESENTS: THAT I, Kendall K. Tompson of Trenton, in the County of Hancock and State of Maine in consideration of One Dollar ($1.00) and other valuable considerations to me paid by the State of Maine, do hereby acknowledge the receipt thereof, and that it is in full compensation for all damages sustained by me on account of a Taking made by the State Highway Commission in a "Layout and Notice of Taking" dated September 25, 1957 and recorded in the Hancock County Registry of Deeds, Book 803 Page 414, and as shown on the Right of Way Map therein referred to for project No. F-043-1(1) Trenton

BOOK 815 PAGE 334 1768

KNOW ALL MEN BY THESE PRESENTS,

That we, LUCILE K. BUCK, of Ann Arbor, in the County of Washtenaw and State of Michigan, and CLARINDA D. BUCK, of Chicago, in the County of Cook and State of Illinois, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:

Northeasterly by Alamoosook Lake,
Southeasterly by land now or formerly of Henry G. Saumsiegle et al,
Southwesterly by land now or formerly of Dennis R. Soper, and
Northwesterly by land now or formerly of Dennis R. Soper.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all

BOOK 815 PAGE 335

the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Lucile K. Buck and Clarinda D. Buck, both being unmarried, have hereunto set our hands and seals this 21st day of April, in the year of our Lord one thousand nine hundred and fifty-eight.

Signed, Sealed and Delivered in presence of

Lucile K. Buck (L.S.) — Dorothy E. Stone
Clarinda D. Buck (L.S.) — Elizabeth Bestolet

STATE OF MICHIGAN
WASHTENAW, ss. April 21, 1958

Personally appeared the above named Lucile K. Buck and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Janet D. Rae
Notary Public

STATE OF MAINE, HANCOCK COUNTY, REGISTRY OF DEEDS.
Received Oct. 20, 1958 at 9 h m. A. M. and recorded in Book 815 Page 334
by Dessie B. Patten Register.

2858 BOOK 820 PAGE 177

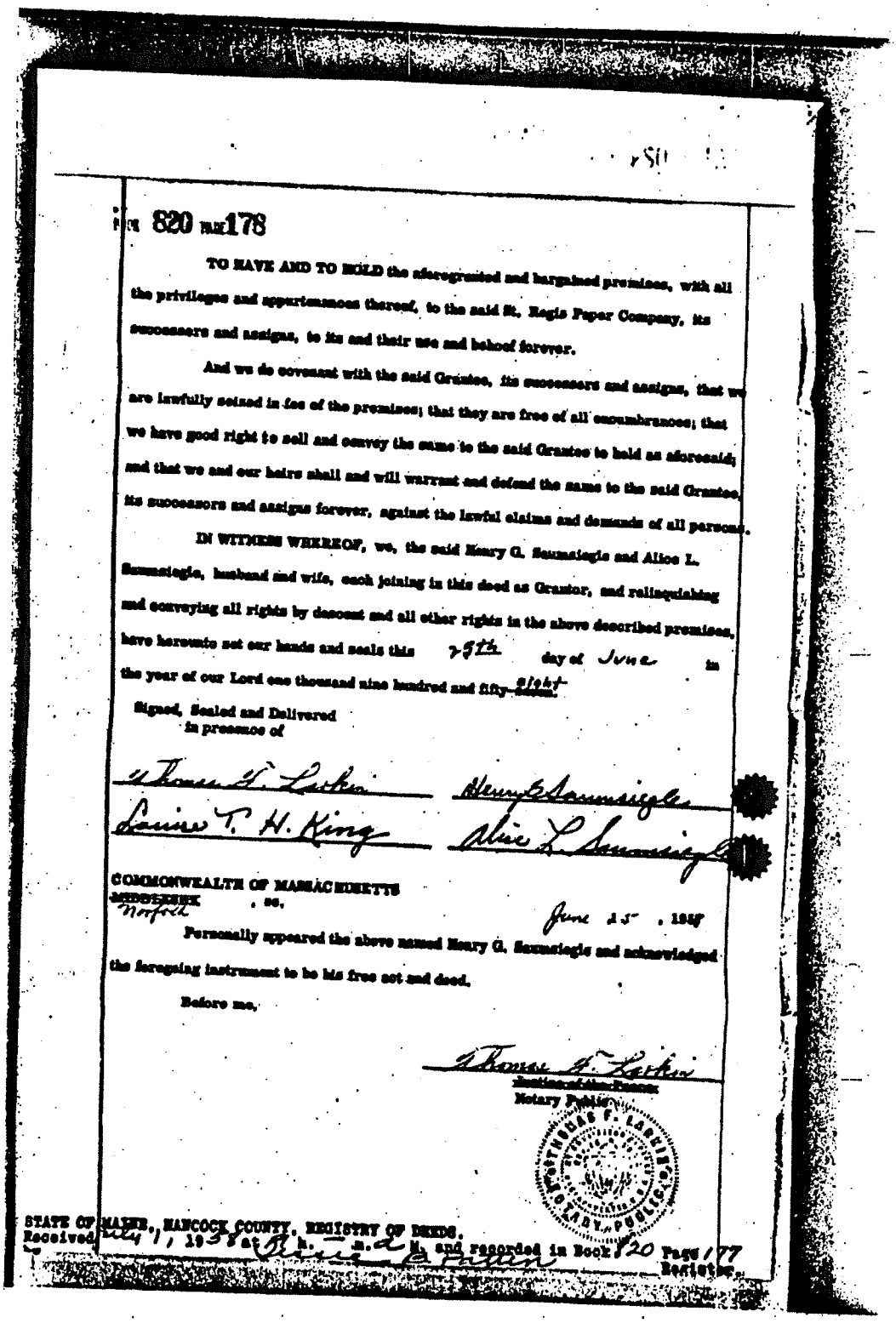
KNOW ALL MEN BY THESE PRESENTS,

That we, HENRY G. SAUMSIEGLE and ALICE L. SAUMSIEGLE, both of Waltham, in the County of Middlesex and Commonwealth of Massachusetts, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which we may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:

Northeasterly by Alamoosook Lake,
Southeasterly by land formerly of Abbie C. Jordan,
Southwesterly by land formerly of Abbie C. Jordan, and
Northwesterly by land now or formerly of Lucile K. Buck and Clarinda D. Buck.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantors, their heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake. The crest of said dam is approximately twenty (20) feet above mean sea level.



820 PAGE 178

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Henry G. Saumsiegle and Alice L. Saumsiegle, husband and wife, each joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 9th day of June in the year of our Lord one thousand nine hundred and fifty-eight

Signed, Sealed and Delivered
in presence of

Thomas F. Larkin — Henry G. Saumsiegle

Laura T. H. King — Alice L. Saumsiegle

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss. June 13, 1958

Personally appeared the above named Henry G. Saumsiegle and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Thomas F. Larkin
Justice of the Peace
Notary Public

THOMAS F. LARKIN NOTARY PUBLIC

STATE OF MAINE, HANCOCK COUNTY, REGISTRY OF DEEDS.
Received July 1, 1958 at 9 h. 2 m. and recorded in Book 820 Page 177
Register.

BOOK 820 PAGE 260

2964

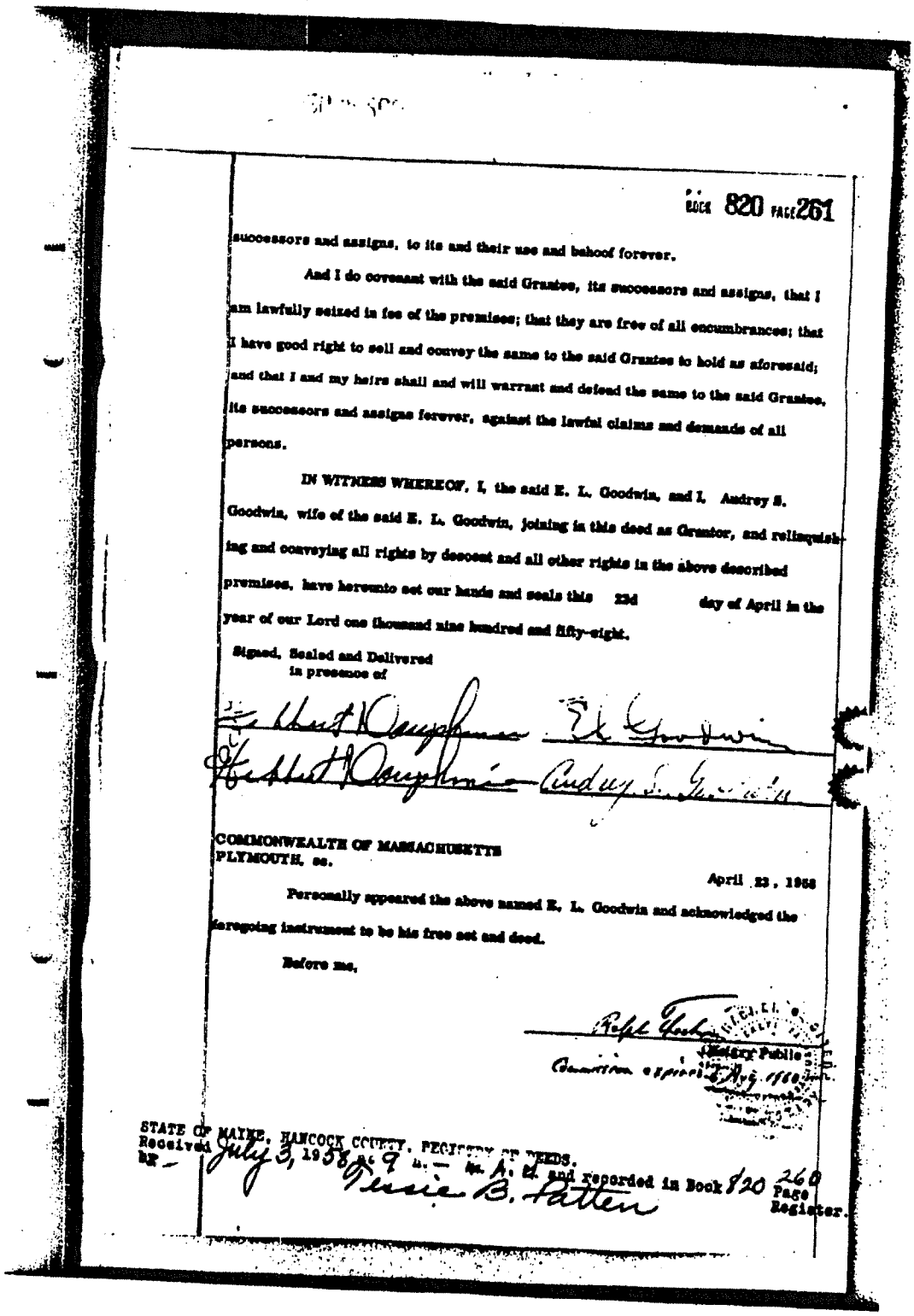
KNOW ALL MEN BY THESE PRESENTS,

That I, E. L. GOODWIN, of Wareham, in the County of Plymouth and Commonwealth of Massachusetts, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

> Certain lots or parcels of land situated in Orland, Hancock County, Maine, and being the portions of the Dead River Mill Lot, so-called, on both sides of Dead River which were conveyed to me by Merchants National Bank of Bangor, Trustee under the Will of Reuben R. Simpson, late of Bucksport, Maine, by deed dated October 1, 1948 and recorded in Hancock County Registry of Deeds in Book 724, Page 158.

And the said St. Regis Paper Company for itself, its successors and assigns, does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its



BOOK 820 PAGE 261

successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said E. L. Goodwin, and I, Audrey S. Goodwin, wife of the said E. L. Goodwin, joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 22d day of April in the year of our Lord one thousand nine hundred and fifty-eight.

Signed, Sealed and Delivered
in presence of

Herbert H. Josephine — E. L. Goodwin

Herbert H. Josephine — Audrey S. Goodwin

COMMONWEALTH OF MASSACHUSETTS
PLYMOUTH, ss.

April 23, 1958

Personally appeared the above named E. L. Goodwin and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Ralph York
Notary Public
Commission expires 2 Aug 1963

STATE OF MAINE, HANCOCK COUNTY, REGISTRY OF DEEDS.
Received July 3, 1958 at 9 A.M. and recorded in Book 820 Page 260
Attest: Susie B. Patten
Register.

BK 877 PG 231 5928

KNOW ALL MEN BY THESE PRESENTS,

That I, WINSTON C. FERRIS, of Bucksport, in the County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, the total consideration not exceeding one hundred dollars ($100.00), paid by ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York and having a place of business at said Bucksport, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns forever, the right to flow the following described parcel of land as the same may be flowed by the dam now existing at the foot of Alamoosook Lake, or by a dam at or near the site of said dam and of the same height as said dam, in either case with sixteen (16) inches of flashboards thereon, hereby waiving and relinquishing any and all claims, actions or causes of action which I may have had or may now or hereafter have against the said Grantee, its successors and assigns, on account of flowage by said dam:

A certain lot or parcel of land situated in Orland, Hancock County, Maine, bounded and described as follows:

Beginning at a cedar stake on the northern shore of Alamoosook Lake; thence North twenty-two degrees East (N. 22° E.) one (1) rod; thence North forty degrees West (N. 40° W.) six (6) rods and seventeen (17) links to a cedar stake; thence North eighty-five and one half degrees West (N. 85 1/2° W.) fifteen (15) rods to a cedar stake at the shore of said lake; thence by the shore of said lake as it runs to the place of beginning, containing one hundred thirty (130) square rods, more or less.

For title to the above described premises, reference is hereby made to four certain deeds wherein said Winston C. Ferris is the grantee, one given by Vera S. McClure, Administratrix of the Estate of Mina B. Leach, dated November 20, 1959 and recorded in Hancock County Registry of Deeds in Book 852, Page 222, another given by William B. Blaisdell, Public Administrator of the Estate of Lauriston G. Leach, dated November 24, 1959 and recorded in said Registry of Deeds in Book 852, Page 224, another given by Harry C. Page recorded on September 13, 1960 in said Registry of Deeds in Book 870, Page 481, and another given by Morritt P. Fitch, Successor Trustee of the Estate of Margaret A. Leach, dated November 14, 1960 and recorded in said Registry of Deeds in Book 875, Page 155.

And the said St. Regis Paper Company for itself, its successors and assigns,

does by the acceptance of this deed hereby covenant and agree to and with the said Grantor, his heirs, executors, administrators, and assigns, that it will at all times in each year between the first day of May and the first day of November maintain the level of the water in Alamoosook Lake as near the gauge reading one hundred twenty-one (121) as practicable with the said dam and sixteen (16) inches of flashboards thereon, and as may be consistent with the requirements of the said Grantee for water from said Lake. The crest of said dam is approximately twenty (20) feet above mean sea level.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said St. Regis Paper Company, its successors and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Winston C. Ferris, unmarried, have hereunto set my hand and seal this tenth day of December, in the year of our Lord one thousand nine hundred and sixty.

Signed, sealed and delivered
in presence of

Philip S. Luce

Winston C. Ferris

PHILIP S. LUCE
NOTARY PUBLIC
MAINE

STATE OF MAINE
HANCOCK, ss.

December 10, 1960

Personally appeared the above named Winston C. Ferris and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Philip S. Luce

Justice of the Peace
Notary Public

STATE OF MAINE, HANCOCK COUNTY REGISTRY OF DEEDS
Rec'd Dec. 22, 1960 at 10:23 m. A. M. and recorded in Book 877 Page 235
by Jessie D. Tatten Register.

909

979 144 KNOW ALL MEN BY THESE PRESENTS,

That CENTRAL MAINE POWER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having its office and principal place of business at Augusta, in the County of Kennebec and State of Maine, in consideration of One Dollar and other valuable consideration paid by ST. REGIS PAPER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey and forever quitclaim unto the said St. Regis Paper Company, its successors and assigns forever, the following described premises, water rights, flowage rights, diversion rights, and rights of way, together with any buildings, dam, penstock, and other structures thereon, situated in Orland, (in that part known as East Orland) in said County of Hancock.

1. A certain lot or parcel of land bounded and described as follows:

Beginning on the lower side of the Bridge as it existed on January 15, 1907, in the middle of the brook near the pump works as said works existed on January 15, 1907; thence North 46° East seventeen and one-fourth (17 1/4) rods across the main stream to a point formerly marked by a stake standing near a brook on the west side of the brook; thence South 49° East twelve (12) rods to a point formerly marked by a stake and stones standing on the north side of the main stream; thence South 62 1/2° West twenty-two (22) rods to the brook; thence down the brook to the first mentioned bounds, there being about an acre and ten (10) rods, more or less, with the right of way to a point now or formerly marked by a stone post standing by a maple tree at the county road.

SCHEDULE A-99 Orland

5656 BOOK 1105 PAGE 317

STATE OF MAINE

HANCOCK, ss.

SUPERIOR COURT

Civil Action, Docket No. 5201

BARBARA Y. DORR BLACK, of Bucksport, County of Hancock, State of Maine,

Plaintiff

vs.

ST. REGIS PAPER COMPANY, a corporation organized and existing under the laws of the State of New York, and having a place of business at Bucksport, County of Hancock, State of Maine, and its successors, assigns, creditors, lienors, and grantees and any and all other persons unascertained or not in being or unknown orout of the state, and all other persons whomsoever who may claim any right, title, interest or estate, legal or equitable, in the within described land and real estate through or under John P. Blaisdell

Defendants

JUDGMENT

This matter came on for hearing before the Court; and the Court finding that the Defendant, St. Regis Paper Company, has been duly served with the summons and complaint in accordance with the Maine Rules of Civil Procedure; that service by publication upon all Defendants other than those above named has been made in accordance with the Order of this Court dated June 22, 1970; and Joseph T. Walsh, Jr., Esq., of Bangor, Maine having been appointed guardian ad litem and agant, under 14 M.R.S.A. §6656, for all Defendants other than thoseabove named; and the said Joseph T. Walsh, Jr., Esq. having filed an acceptance of appointment and an answer denying the allegations of the complaint; and the Defendant, St. Regis Paper Company having appeared and answered;

It is, after hearing, ORDERED, ADJUDGED AND DECREED that

1. The Defendants and every person claiming by, through or under them be barred from all claims to any right, title, interest or estate in the following described real estate:

Certain lots or parcels of land situate in Orland, County of Hancock, State of Maine, bounded and described as follows, to wit:

PARCEL I: Beginning at a cedar post set into the ground in the Town line between the Town of Penobscot and the Town of Orland, said cedar post being approximately 2,475 feet, measured in a westerly direction along said Town line, from the easterly shore of Short Point, so-called; thence north 2° west a distance of 2,623.5 feet to a cedar post set into the ground; thence in a westerly direction 151 feet to a blazed pine and continuing in the same general direction to the shore of Toddy Pond, so-called; thence in a generally northerly direction by and along the shore of said Toddy Pond as said shore runs, to the northernmost point of Long Point, so-called; thence easterly and southerly by and along the shoreline of said Long Point as said shoreline runs and continuing along the shore of said Toddy Pond to said Town line between the Towns of Penobscot and Orland; thence south 88° 30' west 224 feet, more or less, to the point of beginning.

PARCEL II: Beginning at a point in the Town Line between the Towns of Penobscot and Orland, which said point is located on the shore of a shallow marsh constituting part of Toddy Pond and which said point is 1,275 feet measured westerly along said Town Line from a point on the easterly side of Short Point, so-called; thence in an easterly direction by and along said Town Line a distance of 90 feet more or less, to the shore of Toddy Pond; thence in a northwesterly, westerly and southwesterly direction by and along the shore of Toddy Pond as the said Pond runs, to the point of beginning.

PARCEL III: Beginning at a point in the Town Line between the Towns of Penobscot and Orland, which said point is in the shoreline of Toddy Pond, on the generally easterly side of Short Point, so-called; thence by and along the shoreline of said Toddy Pond as said shoreline runs, in a northerly, northwesterly and then southerly direction around said Short Point, to the said Town Line between the Towns of Orland and Penobscot; thence north 88° east by and along said Town Line to a red spruce post; thence continuing in the same direction to an iron pipe; thence continuing in the same direction a total distance of 836 feet, more or less, to the point of beginning.

There is also expressly included in this description any and all islands located between Long and Short Points hereinabove referred to.

EXCEPTING AND RESERVING from the above described PARCEL III the following lots or parcels of land:

1. A certain lot or parcel of land situate in Orland, County of Hancock, State of Maine and described as follows: Beginning at a point on the western shore of Short Point, Toddy Pond eleven hundred feet northerly distant from the Orland-Penobscot town line running northerly one hundred feet; thence easterly parallel to said town line to a common right of way; thence southerly one hundred feet along said right of way; thence

westerly parallel to said town line to the point of beginning. Being the premises conveyed to Donald P. Gray by deed of Clyde M. and Barbara Y. Dorr, dated November 30, 1966.

2. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Earle L. and Francis E. Soper, by deed dated August 11, 1966, recorded in Hancock Registry of Deeds, Volume 1018, page 26.

3. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Hilda Fisa-Relli, dated August 11, 1966, recorded in said Registry, Volume 1025, page 203.

4. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Charles M. and Ethyl F. Kennedy, dated November 30, 1966, recorded in said Registry, Volume 1029, page 7.

5. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Richard A., Gladys R., and Peter F. Leighton, dated November 30, 1966, recorded in said Registry, Volume 1030, page 373.

6. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Raymond O. Wasburn and Suzanne T. Wasburn, dated November 30, 1966, recorded in said Registry, Volume 1030, page 385.

7. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Mrs. Claire B. Alley, dated November 30, 1966, recorded in said Registry, Volume 1033, page 282.

8. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Jessie R. and Joan R. Rollins, dated November 10, 1966, recorded in said Registry, Volume 1034, page 85.

9. Parcel described in dead of Clyde M. Dorr and Barbara Y. Dorr to Leo Murray, dated November 30, 1966, recorded in said Registry, Volume 1034, page 279.

10. Parcel described in deed of Clyde M. Dorr and Barbara Y. Dorr to Lloyd B. Boothby and Bernice A. Boothby, dated November 30, 1966, recorded in said Registry, Volume 1038, page 69.

11. Parcel described in the deed of Clyde M. Dorr and Barbara Y. Dorr to Charles Robert Gough, dated November 30, 1966 recorded in said Registry, Volume 1038, page 69.

12. Parcel described in deed of Clyde M. Dorr and Barbara Y. Dorr to Robert G. W. Lobley and Julia J. Lobley, dated November 30, 1966, recorded in said Registry, Volume 1073, page 657.

There is expressly EXCEPTED AND RESERVED from the above described PARCEL III the right of way common to all of the foregoing excepted lots and referred to in the several deeds to the said foregoing excepted lots.

The description contained herein, although consisting of three separate parcels, is intended

to describe the same premises conveyed to Clyde M. Dorr and Barbara Y. Dorr (now Barbara Y. Dorr Black) by Virginia Luce by deed dated June 27, 1961, recorded in said Registry, Volume 919, page 453; excepting therefrom the various outconveyances made by the said Clyde M. Dorr and Barbara Y. Dorr. The foregoing description is based upon a survey prepared by Kolman Timberland Consultants Inc. in November, 1969.

The above described premises are expressly subject, however, to any and all existing rights of flowage owned or held of record by St. Regis Paper Company, its subsidiaries, successors or assigns.

2. The Plaintiff is vested with title to the above described land and real estate in fee simple, with the further provision, however, that this Judgment shall in no way affect any existing rights of flowage owned or held of record by St. Regis Paper Company, its subsidiaries, successors and assigns, relating to the waters of Toddy Pond, so-called.

3. A copy of this Judgment and Decree, attested as such by the Clerk of this Court, shall be recorded in the Hancock County Registry of Deeds; and this Judgment and Decree shall operate directly on the above described land and real estate and shall have the force of a release made by or on behalf of all Defendants of all claims inconsistent with the title established and declared hereby.

Dated: Sept 24, 1970

Justice, Superior Court

SEEN AND AGREED TO:

Attorneys for Defendant, St. Regis Paper Company

SEEN:

Guardian ad Litem

A true copy.

Attest: Carrie C. Braglow Clerk, Superior Court.

-4-

STATE OF MAINE, HANCOCK COUNTY REGISTRY OF DEEDS.
Rec'd Sept 25 1970 at 3h 10m. P. M. and recorded in book 1105 Page 317
by Carrie B. Patten, Register.

SCHEDULE A-100

DEED DESCRIPTION, MAX L. LEAVITT TO CHAMPION INTERNATIONAL CORPORATION, BUCKSPORT, MAINE

A certain lot or parcel of land situated in the Town of Bucksport, County of Hancock and State of Maine and bounded and described as follows, to wit:-

Being a portion of Lots 5, 6 and 7 in the First Range of lots in said town and also being approximately in the center of the above named three lots in an east-west plane and being bounded on the north by Lot 8 in the First Range now owned by Robert Nehus of Louisiana, Missouri; on the east by land of said Champion International Corporation, on the south by land of Melissa Chipman, Champion International Corporation and Faylene Dunbar; and on the west by land of Central Maine Power Company, being a 345kw transmission line connecting to Bangor Hydro-Electric Company at the Bucksport-Orrington town line and being further described as follows, to wit:-

Beginning at the southerly line of said Lot 8, First Range on the easterly side of the said Central Maine Power Company 345 kw transmission line at the remains of an old barbed wire fence; thence about S 74°-29' E a distance of about 911 feet along land of said Robert Nehus and the southerly line of said Lot 8 and the remains of an old barbed wire fence to an intersection in said fence line; thence about S 14°-01' W about 1025 feet along an old barbed wire and rail fence and land of said Champion International Corporation to a corner in said fence line; thence about S 75°-51' E about 804 feet along an old barbed wire and rail fence and land of the said Champion International Corporation to a corner in said fence; thence about S 10°-37' W about 324 feet along the remains of an old barbed wire fence and land of said Champion International Corporation to a corner in said fence; thence about N 75°-51' W about 328 feet along an old barbed wire fence and land of said Champion International Corporation to a corner in said fence; thence about S 14°-01' W about 400 feet along an old barbed wire fence and along land of said Champion International Corporation to a spotted line painted yellow and land of Melissa Chipman on the northerly line of said Lot 5, First Range; thence about N 74°-18' W about 179 feet to an iron rod driven into the ground at the northwesterly corner of land of said Melissa Chipman and the northeasterly corner of land of said Champion International Corporation; thence about N 76°-40' W about 1493 feet along a spotted line painted yellow and land of said Champion International Corporation to an iron rod driven into the ground; thence about S 11°-20' W about 581 along a spotted line painted yellow and land of said Champion International Corporation to land of Faylene Dunbar; thence about N 76°-40' W about 170 feet along land of said Faylene Dunbar to the easterly sideline of said Central Maine Power Company 345 kv transmission line; thence about N 24°-07' E about 2410 feet along the easterly sideline of said transmission line to the point of beginning, containing about 55 acres. Bearings are true bearings based of grid north and all bearings and distances are derived from Global Positioning System readings from a mapping grade receiver.

(183) #2

CORRECTIVE QUITCLAIM DEED WITH COVENANT

International Paper Company, a New York corporation with a place of business at 6400 Poplar Avenue, Memphis, Tennessee, 38197, for consideration paid, grants to **CMP Bucksport LLC**, a Delaware limited liability company, having an address at 9 W. 57th Street, New York, New York, 10019, Attention: Scott Kleinman, with quitclaim covenant, the premises in Bucksport and Orland, County of Hancock, State of Maine as described in the deed to this Grantee dated August 1, 2006 and recorded in the Hancock County Registry of Deeds in Book 4558, Page 148, together with those Improvements and Appurtenances described therein, the descriptions therein being incorporated herein by reference. Said deed inadvertently identified the grantor as SP Forests, L.L.C., rather than International Paper Company. This deed is given to correct the identity of the grantor in that deed. Subject to all matters of record.

WITNESS my hand and seal as of this 11 day of September, 2006.

Signed, Sealed and Delivered
in presence of

Janet N Wright

INTERNATIONAL PAPER COMPANY

By: Edward R. Niederriter

Its: Deputy GC, VP and Assistant Secretary

Printed Name: Edward R Niederriter

STATE OF TENNESSEE)
)ss.
COUNTY OF Shelby)

On the 11th day of September 2006 in the year 2006, before me personally came Edward R. Niederriter to me known who, being by me duly sworn, did depose and say that he/she is the Deputy GC, VP+Asst Sec of International Paper, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.

M. MICHELLE BYRD
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

M. Michelle Byrd

Notary Public

Printed Name: M. Michelle Byrd

My commission expires:

MY COMMISSION EXPIRES:
October 19, 2008

E/RET: EPB

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "VERSO BUCKSPORT LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-EIGHTH DAY OF APRIL, A.D. 2006, AT 1:26 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CMP BUCKSPORT LLC" TO "VERSO BUCKSPORT LLC", FILED THE TWENTY-SECOND DAY OF AUGUST, A.D. 2006, AT 3:05 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "VERSO BUCKSPORT LLC".

4150501 8100H
070812222

SECRETARY'S OFFICE 1793 DELAWARE 1952

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5840063

DATE: 07-13-07

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:51 PM 04/28/2006
FILED 01:26 PM 04/28/2006
SRV 060397471 - 4150501 FILE

CERTIFICATE OF FORMATION
OF
CMP BUCKSPORT LLC

This Certificate of Formation of CMP BUCKSPORT LLC (the "LLC"), dated as of April 28, 2006, is being duly executed and filed by Matthew Norgard, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et.seq.).

FIRST: The name of the limited liability company formed hereby is CMP BUCKSPORT LLC.

SECOND: The address of the registered office of the LLC in the State of Delaware is c/o National Corporate Research, LTD., 615 South DuPont Highway, Dover, County of Kent, 19901.

THIRD: The name and address of the registered agent for service of process on the LLC in the State of Delaware is National Corporate Research, LTD., 615 South DuPont Highway, Dover, County of Kent, 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Matthew Norgard
Matthew Norgard
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:28 PM 08/22/2006
FILED 03:05 PM 08/22/2006
SRV 060783464 - 4150501 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company:
CMP BUCKSPORT LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

"FIRST: The name of the limited liability company formed hereby is VERSO BUCKSPORT LLC."

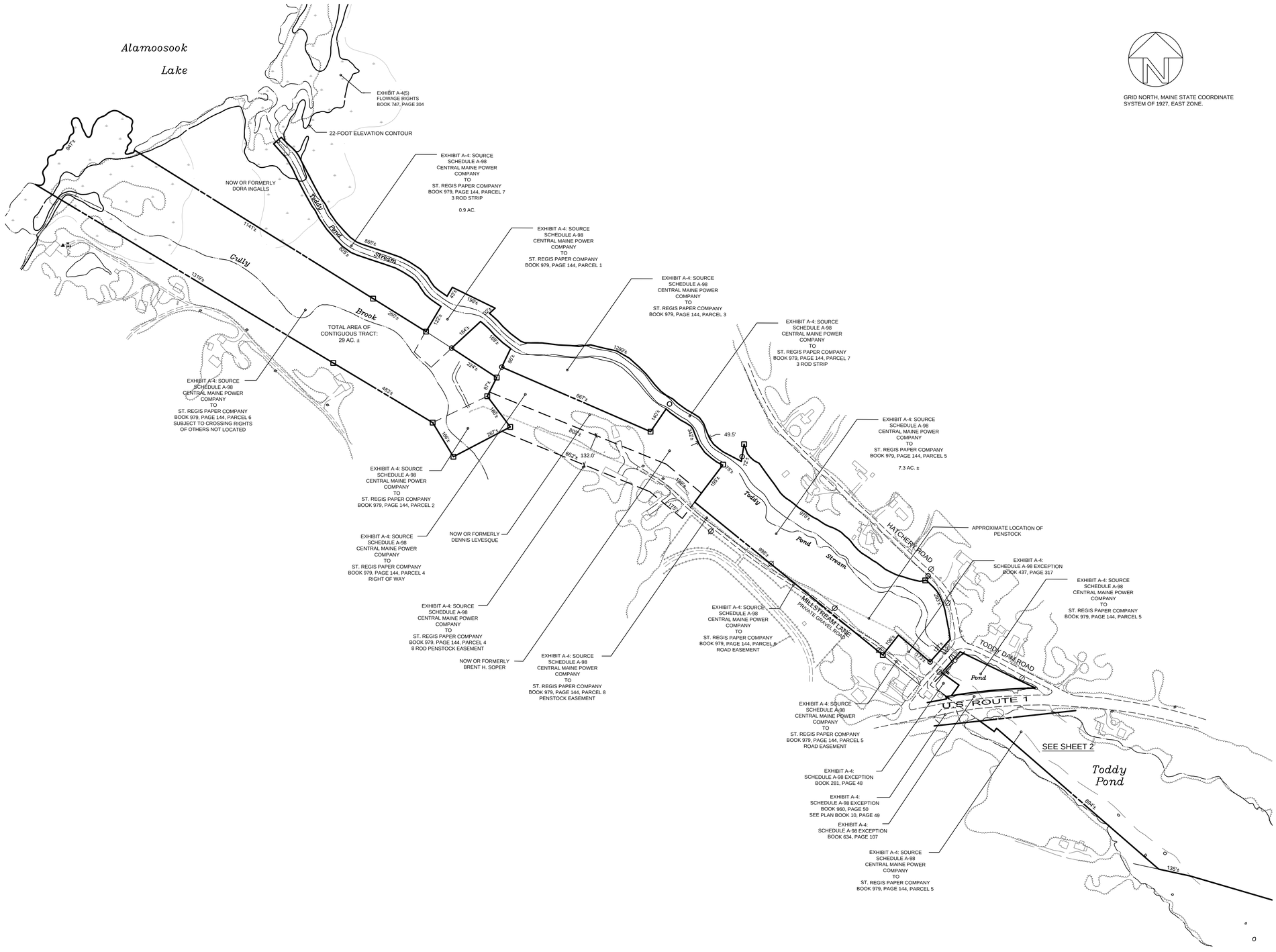
IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 22nd day of August, 2006.

By: /s/ Daniel Vazquez

Name: Daniel Vazquez
Title: Authorized Person

NY\1181928.1

③ E/EPB



SCALE: 1"= 200'

200' 0 200' 400' 600' 800'

GRID NORTH, MAINE STATE COORDINATE SYSTEM OF 1927, EAST ZONE.

NOTES

(1) DOCUMENTS REFERENCED ON THIS PLAN ARE RECORDED IN HANCOCK COUNTY REGISTRY OF DEEDS UNLESS OTHERWISE NOTED.

2. REFERENCES TO "EXHIBITS" AND "SCHEDULES" REFER TO CORRESPONDINGLY NUMBERED ITEMS IN A FIRST AMERICAN TITLE INSURANCE COMPANY OWNER'S POLICY, EFFECTIVE SEPTEMBER 14, 2006 AT 1:39 PM, POLICY NUMBER NCS-196622-BPS1 IN AN AMOUNT OF $101,501,790.00, AS ENDORSED BY CHANGE ENDORSEMENT EFFECTIVE JANUARY 29, 2015.

(3) HATCHERY ROAD AND TODDY POND ROAD ARE PUBLICLY MAINTAINED HIGHWAYS ESTABLISHED BY PROCEEDINGS RECORDED IN HANCOCK COUNTY COMMISSIONERS RECORDS, VOLUME 2, PAGE 20, VOLUME 3, PAGE 100, AND VOLUME 9, PAGE 97. THE LIMITS OF THE EASEMENTS, 66 FEET IN WIDTH, SHOWN BY THIS PLAN HAVE BEEN ESTABLISHED EQUIDISTANT FROM THE CENTERLINE OF THE TRAVELED WAY IN ACCORDANCE WITH THE "BEATEN PATH" RULE, SO CALLED.

(3) U.S. ROUTE 1 IS A PUBLICLY MAINTAINED HIGHWAY ESTABLISHED BY INSTRUMENTS RECORDED IN HANCOCK COUNTY REGISTRY OF DEEDS, BOOK 634, PAGE 107, AND BOOK 960, PAGE 50.

LEGEND

STONE MONUMENT		CULVERT	
IRON PIPE FOUND		WATER COURSE	
IRON ROD/BOLT FOUND		PROPERTY LINE	
WOOD POST		INTERIOR PARCEL LINE	
UTILITY POLE		RETAINING WALL	
LIGHT POLE		STONE WALL	
		GUARDRAIL	
		RAILROAD	
		PAVED ROAD	
		UNPAVED ROAD	
		SIDEWALK	
		TRAIL	
		WETLAND	
		TREELINE	
		FENCE	

SURVEY STANDARD

TO: VERSO BUCKSPORT LLC, AIM DEVELOPMENT (USA) LLC, A DELAWARE LIMITED LIABILITY COMPANY, BIGELOW TITLE COMPANY LLC AND FIRST AMERICAN TITLE INSURANCE COMPANY.

THE BASE MAPPING SHOWN ON THIS PLAN WAS OBTAINED BY STANDARD PHOTOGRAMMETRIC METHODS FROM GROUND CONTROLLED AERIAL PHOTOGRAPHY TAKEN NOVEMBER 23, 2014. THE APPROXIMATE LOCATIONS OF SOURCE PARCEL BOUNDARY LINES ARE BASED UPON INSTRUMENT SURVEYS, FIELD INSPECTIONS, DEED DESCRIPTIONS, AND RECORDS FROM PRIOR SURVEYS BY OTHERS. THIS PLAN DOES NOT PURPORT TO MEET THE REQUIREMENTS OF TECHNICAL STANDARDS CONTAINED IN CHAPTER 90, PART 2, OF THE RULES OF THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, EFFECTIVE APRIL 1, 2001.

STATE OF MAINE RICHARD A. DAY NO. 1151 PROFESSIONAL LAND SURVEYOR

RICHARD A. DAY, MAINE LICENSED PROFESSIONAL LAND SURVEYOR No. 1151

SHEET TITLE

SURVEY INSPECTION PLAN
TODDY POND DAM TRACT
PROPERTY OF
VERSO BUCKSPORT LLC
HANCOCK COUNTY REGISTRY OF DEEDS
BOOK 4588, PAGE 26
ORLAND, MAINE

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, ME 04401
(207) 947-0019

PROJECT:	98079
DATE:	01-29-2015
SCALE:	1"=200'
SHEET:	1 of 2

P:\1998\98079_2014 Pierce Atwood\DWG_current working dwg\98079_15 V2 Toddy Pond Tract.dwg, 2/20/2015 7:11:08 AM



GRID NORTH, MAINE STATE COORDINATE SYSTEM OF 1927, EAST ZONE.

SCALE: 1"= 100'

100' 0 100' 200' 300' 400'

NOTES

(1) DOCUMENTS REFERENCED ON THIS PLAN ARE RECORDED IN HANCOCK COUNTY REGISTRY OF DEEDS UNLESS OTHERWISE NOTED.

2. REFERENCES TO "EXHIBITS" AND "SCHEDULES" REFER TO CORRESPONDINGLY NUMBERED ITEMS IN A FIRST AMERICAN TITLE INSURANCE COMPANY OWNER'S POLICY, EFFECTIVE SEPTEMBER 14, 2006 AT 1:39 PM, POLICY NUMBER NCS-196622-BPS1 IN AN AMOUNT OF $101,501,790.00, AS ENDORSED BY CHANGE ENDORSEMENT EFFECTIVE JANUARY 29, 2015.

(3) HATCHERY ROAD AND TODDY POND ROAD ARE PUBLICLY MAINTAINED HIGHWAYS ESTABLISHED BY PROCEEDINGS RECORDED IN HANCOCK COUNTY COMMISSIONERS RECORDS, VOLUME 2, PAGE 20, VOLUME 3, PAGE 100, AND VOLUME 9, PAGE 97. THE LIMITS OF THE EASEMENTS, 66 FEET IN WIDTH, SHOWN BY THIS PLAN HAVE BEEN ESTABLISHED EQUIDISTANT FROM THE CENTERLINE OF THE TRAVELED WAY IN ACCORDANCE WITH THE "BEATEN PATH" RULE, SO CALLED.

(4) U.S. ROUTE 1 IS A PUBLICLY MAINTAINED HIGHWAY ESTABLISHED BY INSTRUMENTS RECORDED IN HANCOCK COUNTY REGISTRY OF DEEDS, BOOK 634, PAGE 107, AND BOOK 960, PAGE 50.

LEGEND

- STONE MONUMENT
- IRON PIPE FOUND
- IRON ROD/BOLT FOUND
- WOOD POST
- UTILITY POLE
- LIGHT POLE
- CULVERT
- WATER COURSE
- PROPERTY LINE
- INTERIOR PARCEL LINE
- RETAINING WALL
- STONE WALL
- GUARDRAIL
- RAILROAD
- PAVED ROAD
- UNPAVED ROAD
- SIDEWALK
- TRAIL
- WETLAND
- TREELINE
- FENCE

SHEET TITLE

SURVEY INSPECTION PLAN
TODDY POND DAM TRACT

PROPERTY OF

VERSO BUCKSPORT LLC

HANCOCK COUNTY REGISTRY OF DEEDS

BOOK 4588, PAGE 26

ORLAND, MAINE

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, ME 04401
(207) 947-0019

PROJECT:	SHEET:
98079	2 of 2
DATE: 01-29-2015	
SCALE: 1"=100'	

P:\1998\98079_2014 Power Act\wood\DWG_current working dwg\98079_15 V2 Toddy Pond Tract.dwg, 2/20/2015 7:11:09 AM

RELEASE DEED

KNOW ALL BY THESE PRESENTS That **Verso Bucksport LLC**, formerly known as CMP Bucksport LLC, a Delaware limited liability company, with a place of business in Bucksport, Hancock County, State of Maine ("Grantor"), for consideration paid, releases to the **Inhabitants of the Town of Orland**, a body corporate and politic, having a mailing address of 25 School House Road, P.O. Box 67, Orland, Maine 04472 ("Grantee"), the real property in the Town of Orland, in the County of Hancock and State of Maine, and more particularly described in **Exhibit A** attached hereto and made a part hereof, together with any improvements thereon. Evidence of the name change from CMP Bucksport LLC to Verso Bucksport LLC is recorded in the Hancock County Registry of Deeds in Volume 4853, Page 16.

WITNESS the hand and seal of the undersigned, duly authorized, on March 21, 2011.

VERSO BUCKSPORT LLC
a Delaware limited liability company

By: _____
Name: Robert P. Mundy
Title: Senior Vice President and
Chief Financial Officer

STATE OF TENNESSEE
COUNTY OF SHELBY, ss. March 21, 2011

Then personally appeared the above-named Robert P. Mundy, Senior Vice President and Chief Financial Officer of Verso Bucksport LLC, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

JOSEPHINE M GELMAN
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
My Commission Expires: October 7, 2014

Before me,

_____
Notary Public
Printed Name: JOSEPHINE M. GELMAN

See attached attested copy of the vote taken at the Town of Orland town meeting on May 11, 2010.

ACCEPTED:

INHABITANTS OF THE TOWN OF ORLAND

5-16-2011
Date

By: Edward A Rankin Sr
Its: Selectman
Printed Name: EDWARD A RANKIN SR

5-16-2011
Date

By: Ralph D Gonzales
Its: Selectman
Printed Name: RALPH D GONZALES

5/16/11
Date

By: Lester Stackpole
Its: Selectman
Printed Name: Lester Stackpole

STATE OF MAINE
COUNTY OF Hancock, ss. Edward Rankin Sr Ralph Gonzales 5/16/11, 2011

Then personally appeared the above-named Lester Stackpole, Selectman of the Inhabitants of the Town of Orland, Maine, and acknowledged the foregoing to be ~~his/her~~ their free act and deed in ~~his/her~~ their said capacity and the free act and deed of said Inhabitants.

Before me,

Connie L Brown
Notary Public
Printed Name:

CONNIE L. BROWN
NOTARY PUBLIC
STATE OF MAINE
MY COMMISSION EXPIRES 3/12/12

EXHIBIT A

Real Property Description
Portion of the
Verso Bucksport LLC
Property
To
Inhabitants of the Town of Orland
Orland Dam, Orland, Maine

Parcel One:

A certain lot or parcel of land in the town of Orland, Hancock County, Maine, on both sides of the Eastern or Narramissic River and known as the Hutchins Mill Privilege and bounded and described as follows:

The parcel on the westerly side of the river begins on the easterly side of the Fish Point Road at the southwest corner of a lot formerly owned by A.C. Swazey, et al. (said corner being about two hundred seven (207) feet southerly from the southerly line of the County Road to Bucksport);

Thence easterly on said Swazey lot to the Eastern or Narramissic River;

Thence southerly down said river about seven hundred two (702) feet to land now or formerly of A.C. Swazey, et al;

Thence westerly on said Swazey lot about two hundred seven (207) feet to the middle road to Fish Point so-called;

Thence northerly on said middle road to the Fish Point Road;

Thence northerly on said Fish Point Road to the point of beginning.

EXCEPTING, however, the portions of the foregoing parcel conveyed by Maine Seaboard Paper Company as follows:

a.) To Guy C. Emerson by deed dated August 31, 1935 and recorded in the Hancock County Registry of Deeds in Book 648, Page 243.
b.) To C. L. Farmer by deed dated June 27, 1934 and recorded in Hancock Registry in Book 649, Page 5.
c.) To C. L. Farmer by deed dated September 18, 1935 and recorded in Hancock Registry in Book 648, Page 299.

The parcel on the easterly side of said river begins at a stake and stones four rods from the Eastern shore of the Eastern River near the Lower Falls, so called, on the Southerly line of land formerly owned by Thomas Hancock and running down said river twelve rods keeping the distance of four rods therefrom;

Thence North sixty six degrees West to the middle of the bed of the said river;

Thence up said river in the middle thereof twelve rods;

Thence South sixty-six degrees East to the first mentioned bounds.

Including with the above the dam, if any, on said parcel.

Parcel Two: Together with Grantor's right, title and interest, if any, in and to the bed of the river to the thread thereof adjacent to the land described in Parcel One.

Parcel Three: Together with Grantor's right, title and interest, if any, in and to the bed of the river between the high water mark and the low water mark lying adjacent to the land described in Parcel One.

Parcel Four: Three certain lots or parcels of land in the town of Orland, Hancock County, Maine, on the easterly side of the Eastern or Narramissic River and bounded and described as follows:

1.) Beginning near the Easterly end of the former location of the "Great Works" mill dam at Orland Village on the Eastern side of Eastern River, one rod up the bank from high water mark;

Thence running Southerly by the course of said river and continuing one rod above high water mark on the bank about thirty (30) rods to a large flat stone at the Northeast corner of wharf formerly owned by Daniel Harriman, same one hundred twenty-five (125) feet South of South end of wharf known as "John Buck's Wharf" or known as "Eastern Pier Wharf";

Thence Westerly by the Northerly end of said Daniel Harriman's wharf to the bed of the river;

Thence Northerly by the bed of the river to the said mill dam;

Thence Easterly by said dam to the bound first mentioned, together with all wharves on above mentioned premises, also all buildings thereon.

Also the right of way for loaded teams and all kinds of conveyance from Eastern River Bridge to the above described wharf lot.

2.) A part of the shore lot originally laid out to John Hancock as a settler on the eastern side of Eastern Penobscot River beginning at a stake and stones six (6) feet above high water mark at the Northerly end of a wharf built by Hugh Carr;

Thence Westerly the same courses of the sideline of said lot to low water mark;

Thence up said river to low water mark one hundred twenty-five (125) feet;

Thence south sixty-six (66) degrees East to a stake and stones six (6) feet above high water mark on the East shore of said river;

Thence on the shore keeping a distance above high water mark of six (6) feet one hundred twenty-five (125) feet to the first mentioned bound.

3.) Beginning at a stake and stones at high water mark on Eastern River southerly one hundred twenty-five (125) feet from the Southeasterly corner of Eastern Pier, so-called, or John Buck's wharf;

Thence Easterly up the bank one (1) rod to a stake and stones;

Thence Southerly by the river's course about one hundred thirty-nine (139) feet to land now or formerly of Daniel Harriman;

Thence west one (1) rod to Eastern River;

Thence Northerly to bounds first mentioned, together with all the water and wharf privilege thereto pertaining.

Parcel Five: A certain lot or parcel of land in the town of Orland, Hancock County, Maine, easterly of the Eastern or Narramissic River and bounded and described as follows:

Beginning on the South side of the County road leading from Orland to Ellsworth at Northwest corner of land formerly of Sewell Ginn known as Blacksmith Shop Lot;

Thence South by said lot to Northwest corner of land formerly of S. B. Holt;

Thence South by land formerly of S. B. Holt one hundred fifty (150) feet to Holt's southwest corner;

Thence South by land formerly of W.B. Hutchins one hundred fifty-two (152) feet;

Thence in a general Southerly course by land formerly of Georgia Kidder six hundred eighty-one and one-half (681 ½) feet to the Southerly side of Buck's wharf (so-called);

Thence Westerly to land formerly of Abbie M. Buck;

Thence Northerly by land formerly of Abbie M. Buck to land formerly of Seth Hutchins;

Thence Easterly by Hutchins land to land formerly of Georgia Kidder;

Thence by said Kidder land Northerly to land formerly of W.B. Hutchins;

Thence Westerly by land of S. R. Hutchins to Narramissic River;

Thence Northerly by said river to the Southwest corner of the homestead lot formerly of Sewall C. Ginn;

Thence Easterly by said Ginn land to the County Road;

Thence by said road Easterly to first bound.

Parcel Six: Together with Grantor's right, title and interest, if any, in and to the bed of the river to the thread thereof adjacent to the land described in Parcel Five.

Parcel Seven: Together with Grantor's right, title and interest, if any, in and to flowage rights appurtenant to the dam situated on Parcels One, Two and Three above at the height of the dam existing as of the execution date of this deed.

EXCEPTING AND RESERVING, HOWEVER, to Grantor, its successors and assigns forever, from the land and rights conveyed herein, all rights to divert the water of the Eastern or Narramissic River by pipe or otherwise and all riparian rights acquired by the Maine Seaboard Paper Company ("Verso's Acquired Water Diversion Rights"), including without limitation the rights acquired from the following parties by deeds dated and recorded in said Hancock Registry of Deeds as follows, namely:

	Grantor		Date	Book	Page	
	Alice J. Clements		June 18, 1930	630	243	
	Percy F. Moore		June 23, 1930	630	238	
	A. R. Soper et al.		June 20, 1930	629	483	
	Lysle P. Saunders		June 23, 1930	629	487	
	A. R. Soper et al.		June 20, 1930	629	483	
	Llewellyn Harriman		June 23, 1930	629	486	
	Byron E. Colby		June 23, 1930	629	487	
	Clara Russell et al.		June 18, 1930	630	241	

Grantor	Date	Book	Page
Albert H. Eldridge	June 23, 1930	630	239
Russell E. Grey	June 23, 1930	630	239
Isaac F. Dorr	June 18, 1930	630	240
Carrie M. Buck et al	June 18, 1930	630	242
A. R. Soper et al.	June 18, 1930	629	484
James Holt	June 18, 1930	629	536
H. H. Dunbar	June 18, 1930	630	244
Rising Sun Lodge 71 F. & A. M.	June 18, 1930	629	482
A. R. Soper	June 20, 1930	629	485
Homer H. Mooney	June 23, 1930	630	243
Elizabeth E. Sawyer	Dec. 11, 1930	633	88
Carrie A. Staples	June 18, 1930	629	481
G. H. Randall	June 23, 1930	630	241
Alvin E. Gowen	June 18, 1930	630	237
Walter L. Brewster	July 9, 1930	629	515
A. R. Soper	June 18, 1930	629	485
Emma A. Cotton	June 18, 1930	629	535
Alice P. Gray	June 18, 1930	630	282
Flora F. Dorr	Jan. 20, 1931	632	493
Homer H. Dunbar	July 9, 1930	630	284
Howard Johnson	Oct. 16, 1930	632	454
Ella M. Saunders	June 23, 1930	629	495
Sewall C. Ginn	Jan. 19, 1931	633	87

EXCEPTING AND RESERVING, HOWEVER, to Grantor, its successors and assigns forever, from the land and rights conveyed herein, all rights to divert the water of the Eastern or Narramissic River by pipe or otherwise and all riparian rights reserved by the Maine Seaboard Paper Company ("Verso's Reserved Water Diversion Rights"), including without limitation the rights reserved from the following parties by deeds dated and recorded in said Hancock Registry of Deeds as follows, namely:

Grantee	Date	Book	Page
C. L. Farmer	Sept. 18, 1935	648	299
Annie E. Ames	June 27, 1934	645	194
David C. Buck	June 27, 1934	645	444
Russell Johnson	June 27, 1934	658	334
C. L. Farmer	June 27, 1934	649	5
J. Frank Ames	June 27, 1934	646	268
Guy C. Emerson	Aug. 31, 1935	648	243

EXCEPTING AND RESERVING, HOWEVER, to Grantor, its successors and assigns forever, all riparian rights to the waters of the Eastern or Narramissic River, so far as the same are appurtenant to or are included with the ownership of the land and rights conveyed herein, including the right to divert the waters of the Eastern or Narramissic River away from said conveyed premises, by pipe or otherwise ("Verso's Additional Reserved Water Diversion Rights").

The Town of Orland hereby acknowledges that Grantor has in the past and will continue in the future to divert the water of the Eastern or Narramissic River for use at Grantor's industrial facility in the Town of Bucksport, and hereby covenants and agrees that Grantor, its successors and assigns forever, may continue so to divert said water

without limitation and regardless of whether said water is detained or unreasonably diminished in volume, at Grantor's sole discretion ("Verso's Unlimited Water Use Rights").

The above described parcels of land are further generally bounded and described as follows:

TRACT ONE: A certain lot or parcel of land in Orland, Hancock County, Maine, situated on the westerly side of Orland River, more particularly bounded and described as follows:

Beginning at the southeasterly corner of land now or formerly owned by Margaret DeRivera by deed recorded in the Hancock County Registry of Deeds in Book 2778, Page 72, on the westerly side of Orland River; thence turning and running in a generally southeasterly direction by and along the Orland River to land now or formerly owned by Gerald P. Couture and Patricia L. Couture by deed recorded in said Registry in Book 1743, Page 229; thence turning and running westerly along the northerly line of land now or formerly of said Couture to the easterly line of a discontinued road; thence turning and running in a generally northwesterly direction along the easterly line of said discontinued road to the westerly line of land now or formerly of said DeRivera at a point on Fish Point Road; thence turning in a southeasterly direction and thence easterly direction along land now or formerly of said DeRivera to the Orland River and the point of beginning.

Also hereby conveying all right, title interest of Grantor in and to said discontinued road which runs from Fish Point Road southeasterly along land now or formerly owned by Sandra S. Knox by deed recorded in said Registry in Book 3346, Page 285 and land now or formerly owned by Anna K. Staples by deed recorded in said Registry in Book 2029, Page 249.

TRACT TWO: A certain lot or parcel of land in Orland, Hancock County, Maine, situated southerly of Castine Road on the easterly side of Orland River, more particularly bounded and described as follows:

Beginning at the southwesterly corner of land now or formerly owned by the State of Maine on the southerly side of Castine Road and the easterly side of Orland River; thence turning and running in a generally southerly and southeasterly direction by and along the Orland River to land now or formerly owned by Jane Hopkins by deed recorded in said Registry in Book 2437, Page 250; thence turning and running easterly and thence northerly along land now or formerly of said Hopkins to the southwesterly corner of land now or formerly owned by the John Kennedy Heirs by deed recorded in said Registry in Book 1139, Page 575; thence continuing northerly, easterly and northerly along land now or formerly of said Kennedy Heirs to the a point on the southerly line of land now or formerly owned by Gordon C. Keene by deed recorded in said Registry in Book 3861, Page 261; thence turning and running in a northwesterly direction along the southerly line of land now or formerly of said Keene to the southwesterly corner of land now or formerly of said Keene; thence turning and running in a northerly direction along the westerly line of land now or formerly of Keene to the southwesterly corner of land now or formerly owned by Dawsie Pierce by deed recorded in said Registry in Book 2842, Page 50; thence turning and running in a northerly direction along the westerly line of land now or formerly of said Pierce to the southwesterly corner of land now or formerly of Sheldon and Aimee Cunningham by deed recorded in said Registry in Book 3818, Page 60; thence northerly along the westerly line of land now or formerly of Cunningham to the Castine Road, so called; thence turning and running in a westerly direction along the Castine Road to the northeasterly corner of said land of the State of Maine referred to above; thence southerly along the easterly line of land now or formerly of the State of Maine to the southeast corner thereof; thence westerly along the southerly line of land now or formerly of the State of Maine to the Orland River and the point of beginning.

There is also hereby conveyed all of Grantor's right, title and interest in and to the bed of the Orland River lying adjacent to Tract One and Tract Two, subject to Verso's Acquired Water Diversion Rights, Verso's Reserved Water Diversion Rights, Verso's Additional Reserved Water Diversion Rights and Verso's Unlimited Water Use Rights as specifically excepted and reserved above.

Meaning and intending to convey and there is hereby conveyed, whether or not specifically described herein, all of Grantor's right, title and interest in and to land and any improvements thereon, in Orland, Maine lying southerly of the Castine Road, easterly of the Fish Point Road, westerly of the Dark Horse Road, and northerly of lands now or formerly of Couture and Hopkins referred to above, subject to Verso's Acquired Water Diversion Rights, Verso's

Reserved Water Diversion Rights, Verso's Additional Reserved Water Diversion Rights and Verso's Unlimited Water Use Rights as specifically and expressly excepted and reserved above.

(8) El Rct Eaton Peabody Bangor

BOOK: OR 6951 PAGE:556, # OF PGS: 61
05/21/2019 03:22:15 PM INSTR#: 2019005787
JULIE A. CURTIS, REGISTER OF DEEDS
HANCOCK COUNTY MAINE
MAINE REAL ESTATE TRANSFER TAX PAID
eRecorded Document

HANCOCK COUNTY

DLN: 1001940057946

QUITCLAIM DEED WITH COVENANT

BUCKSPORT MILL LLC, a Delaware limited liability company, f/k/a Verso Bucksport LLC, f/k/a CMP Bucksport LLC, with a mailing address of 2 River Road, Bucksport, Maine 04416 ("Mill" or "Grantor"), for consideration paid, grants to **WHOLE OCEANS, LLC**, a Delaware limited liability company, with a mailing address of P.O. Box 7561, Portland, Maine 04112 ("WO" or "Grantee"), with Quitclaim Covenant, certain real property and easements, together with any improvements appertaining thereto, located in the Towns of Bucksport and Orland, Hancock County, Maine, more particularly described on **Exhibits A and B** attached hereto and made a part hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, Mill has caused this instrument to be executed and sealed in its name by Jeff McGlin, its Authorized Signatory, duly authorized, as of this 21st day of May, 2019.

WITNESS:

Richard D. Gamba

BUCKSPORT MILL LLC, a Delaware limited liability company f/k/a Verso Bucksport LLC f/k/a CMP Bucksport LLC

By: Jeff McGlin
Jeff McGlin, Authorized Signatory

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.:

On May 21, 2019, personally appeared the above-named Jeff McGlin, Authorized Signatory of the said Bucksport Mill LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,

Bonnie L. Martindale

~~Notary Public~~ / Attorney at Law
Print Name: Bonnie L. Martindale
My Commission Expires:

HANCOCK COUNTY

HANCOCK COUNTY

LIMITED JOINDER

The undersigned, Whole Oceans, LLC, for itself and its successors and assigns, hereby joins in this Deed for the purpose of confirming its acceptance to the terms and conditions applicable to the easement described as Parcel 4 on Exhibit A attached hereto.

WHOLE OCEANS, LLC, a Delaware limited liability company

Witness

By: Dale Reicks
Name: DALE REICKS
Its: MANAGER

STATE OF Iowa
COUNTY OF Cerro Gordo, ss

On May 20, 2019, personally appeared before me the above-named Dale Reicks, as Manager of Whole Oceans, LLC, a Delaware limited liability company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Lisa A Beck
Name:
Notary Public

my commission expires 8-15-21

(W7277294.1)

HANCOCK COUNTY

LIMITED JOINDER

The undersigned, Bucksport Generation LLC, a Delaware limited liability company, hereby joins in this Deed for the limited purpose of joining in the grant of the water supply easement described as Parcel 4 herein, to the extent, if any, of the undersigned's interest in and to the Easement Areas described as said Parcel 4, without any representation or warranty of any kind.

BUCKSPORT GENERATION LLC, a Delaware limited liability company

Witness

By: _____
Jeff McGlin, Authorized Signatory

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.:

On May 20, 2019, personally appeared the above-named Jeff McGlin, Authorized Signatory of the said Bucksport Generation LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,

_____
~~Notary Public~~ Attorney at Law
Print Name: Bonnie L. MacLeod
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY

The following lots or parcels of land, with the buildings and improvements thereon, and the following easement rights, situated in the Towns of Bucksport and Orland, County of Hancock, and State of Maine, being more particularly described as follows:

PARCEL 1: LOT 2

A certain lot or parcel of land with the improvements thereon situate in the Town of Bucksport, County of Penobscot, State of Maine, more particularly described as follows:

beginning at a pavement nail set flush in 2018 at the intersection of the westerly sideline of the Maine Central Railroad right of way, and the centerline of the paved entrance gate to the former Bucksport Mill, which pavement nail is also the northeast corner of Lot 4 as shown on a plan entitled "Amended Subdivision Plan for Bucksport Mill, LLC Bucksport Generation LLC 2 River Road – Bucksport, Hancock County, Maine," sheet 1 of 3, dated March 19, 2019, and recorded in the Hancock County Registry of Deeds as Mapfile 46, Number 11 (the "Subdivision Plan Amended Sheet 1"), which pavement nail is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 331,742.24 U.S. Survey Feet and an Easting of 905,065.76 U.S. Survey Feet;

thence along the north line of said Lot 4 along the following courses and distances:

- S 85°29'02" W a distance of 126.21 feet to an iron railroad spike set in 2018;
- S 25°47'02" W a distance of 226.65 feet to a pavement nail set in 2018;
- S 46°39'50" W a distance of 141.79 feet to the northeast corner of Lot 3 as shown on the Subdivision Plan Amended Sheet 1, which corner was witnessed by a wooden grade stake set in 2018 and said corner is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 331,430.91 U.S. Survey Feet and an Easting of 904,738.22 U.S. Survey Feet;

Thence along the north line of said Lot 3 S 46°39'50" W a distance of 234.48 feet to an iron rod set in 2018 in the southeast corner of land known as the CMP Substation Lot being described in the following deeds to Central Maine Power recorded in the Hancock County Registry of Deeds Book 640, Page 464 and Book 908, Page 113;

Thence along the CMP Substation Lot along the following courses and distances:

- N 40°54'45" W a distance of 264.27 feet to a point;
- S 48°35'13" W a distance of 202.89 feet to a point;
- S 19°24'47" E a distance of 274.90 feet to a point;
- S 40°54'47" E a distance of 78.75 feet to a point in the northwest line of said Lot 3;

thence along northwest and southwest lines of said Lot 3 the following courses and distances:

- S 49°05'15" W a distance of 353.45 feet to an iron spike set in 2018 with washer;
- S 44°02'15" E a distance of 107.10 feet to an iron spike set in 2018 with washer;
- S 53°02'05" E a distance of 284.33 feet to an iron spike set in 2018 with washer;
- S 61°33'45" E a distance of 78.59 feet to a pavement nail set in 2018;
- S 41°10'05" E a distance of 86.00 feet to a pavement nail set in 2018, which pavement nail is located with reference to the Maine Coordinate System of 1983, East Zone, with a

Northing of 330,435.10 U.S. Survey Feet and an Easting of 904,545.63 U.S. Survey Feet;

- S 48°49'55" W a distance of 52.66 feet to an iron rod set drilled into rock in 2018;
- N 0°00'00" W a distance of 12.01 feet to a point;
- N 20°29'11" W a distance of 9.44 feet to a point;
- S 49°22'23" W a distance of 8.67 Feet, more or less, to a point in the high water line of the Penobscot River, which point is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 330,415.64 U.S. Survey Feet and an Easting of 904,496.11 U.S. Survey Feet;
- Continuing on the same course S 49°22'23" W to the low water line of the Penobscot River;

Thence northerly along the low water line of the Penobscot River 7,500 feet more or less to a point in the south line, or an extension thereof, of land described in a deed from Elden Corporation to A. Johnson Energy Marketing, Inc., dated December 15, 1987, recorded in the Hancock County Registry of Deeds Book 1674, Page 251;

Thence along the south line, or an extension thereof, of said A. Johnson Energy Marketing, Inc. lot S 77°19'21" E to an iron rod set drilled into rock in 2018, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 336,351.63 U.S. Survey Feet and an Easting of 903,200.73 U.S. Survey Feet;

Thence continuing along the south line of said A. Johnson Energy Marketing, Inc. lot S 77°19'21" E a distance of 321.40 feet to a point located N 77°19'21" W a distance of 2.47 feet from a bolt, which bolt is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 336,280.54 U.S. Survey Feet and an Easting of 903,516.70 U.S. Survey Feet, said point being in the west sideline of the Maine Central Railroad right of way;

thence along the west sideline of the Maine Central Railroad right of way by the following arcs, courses and distances:

- with a CURVE turning to the RIGHT with an arc length of 107.55 feet, with a radius of 1391.44 feet, with a chord bearing of S 08°37'11" E, with a chord length of 107.54 feet to a point;
- S 06°24'18" E a distance of 338.06 feet to a point;
- S 75°03'54" E a distance of 8.86 feet to a point;
- S 06°24'18" E a distance of 229.61 feet to a point;
- with a CURVE turning to the LEFT with an arc length of 302.57 feet, with a radius of 1465.69 feet, with a chord bearing of S 12°19'12" E, with a chord length of 302.09 feet to a point;
- N 76°40'20" W a distance of 19.32 feet to a point;
- with a CURVE turning to the LEFT with an arc length of 394.71 feet, with a radius of 1482.19 feet, with a chord bearing of S 25°28'28" E, with a chord length of 393.62 feet to a point;
- S 33°06'18" E a distance of 75.80 feet to a point;
- with a CURVE turning to the RIGHT with an arc length of 997.93 feet, with a radius of 1587.78 feet, with a chord bearing of S 15°05'48" E, with a chord length of 981.74 feet to a point;
- S 02°54'42" W a distance of 198.31 feet to a point;
- S 02°54'42" W a distance of 22.39 feet to a point;
- with a CURVE turning to the LEFT with an arc length of 124.80 feet, with a radius of 1482.19 feet, with a chord bearing of S 00°29'57" W, with a chord length of 124.79 feet

to a point;

- S 13°49'28" W a distance of 492.28 feet to a point;
- S 76°40'14" E a distance of 263.65 feet to a point;
- with a CURVE turning to the LEFT with an arc length of 556.04 feet, with a radius of 1465.68 feet, with a chord bearing of S 34°32'05" E, with a chord length of 552.82 feet to a point;
- S 45°24'18" E a distance of 251.40 feet to a point;
- with a CURVE turning to the RIGHT with an arc length of 547.54 feet, with a radius of 1009.14 feet, with a chord bearing of S 29°51'18" E, with a chord length of 541.06 feet to a point;
- S 14°18'18" E a distance of 119.40 feet to a point
- with a CURVE turning to the LEFT with an arc length of 112.91 feet, with a radius of 1091.16 feet, with a chord bearing of S 17°16'19" E, with a chord length of 112.86 feet to the point of beginning;

enclosing an area computed using the high water line of the Penobscot River, of 89.3 acres, more or less, not including the area between the high water line and the low water line of the Penobscot River.

TOGETHER WITH lands of the intertidal zone that exist between the low and high water lines in the tidal region adjoining the above-described parcel. The high water line referenced herein above was computed holding the highest annual tide (HAT) published by the Maine Department of Environmental Protection with an elevation of 7.5 feet referenced to the North American Vertical Datum of 1988 and computed herein using LIDAR derived elevation data obtained from the Maine Office of GIS.

EXCEPTING from the above-described Parcel 1:

a. That certain parcel of land conveyed to Central Maine Power Company by deed dated October 9, 1974, and recorded in the Hancock County Registry of Deeds in Book 1201, Page 632; and

b. That portion of the parcel of land described in paragraph numbered (2) of a deed to Central Maine Power Company dated July 12, 1932, and recorded in the Hancock County Registry of Deeds in Book 640, Page 464 lying northwesterly of a line described as follows:

> Beginning at a point at the northwesterly corner of Parcel No. 2 as described in a deed from Central Maine Power Company to St. Regis Paper Company dated October 11, 1974, and recorded in the Hancock County Registry of Deeds in Book 1201, Page 634, thence running southerly along the northwesterly line of said Parcel No. 2 a distance of 73 feet to the southwesterly corner of said Parcel No. 2 and being a point in the southwesterly boundary of the land described in paragraph numbered (2) of said deed recorded in the Hancock County Registry of Deeds in Book 640, Page 464,

being the northwesterly half of the parcel of land described in paragraph numbered (2) of said deed recorded in the Hancock County Registry of Deeds in Book 640, Page 464.

Meaning and intending to describe and convey Lot 2, as shown on that certain plan entitled "Subdivision Plan Showing Lands Bucksport Mill, LLC Bucksport Generation, LLC 2 River Road-Bucksport Hancock County, Maine" Sheets 1 through 3, dated July 6, 2018, recorded in the Hancock County Registry of Deeds as Mapfile 45, Number 29, Mapfile 45, Number 30 and Mapfile 45, Number 31, as amended by that certain subdivision plan entitled "Amended Mapfile 45, No. 29 Subdivision Plan Showing Lands

Bucksport Mill, LLC, Bucksport Generation, LLC" dated December 28, 2018, and recorded in said Registry of Deeds on February 11, 2019 in File 45, No. 96, as further amended by that certain subdivision plan entitled "Amended Mapfile 45, No. 96 Amended Mapfile 45, Nos. 29, 30, & 31 Amended Subdivision Plan Showing Lands Bucksport Mill, LLC, Bucksport Generation, LLC" dated March 19, 2019, and recorded in said Registry of Deeds on April 8, 2019 in File 46, No. 11 (collectively the "West Subdivision Plan").

The above-described property being a portion of the property described in that certain corrective deed from International Paper Company to CMP Bucksport LLC, n/k/a Bucksport Mill LLC, dated September 11, 2006, and recorded in the Hancock County Registry of Deeds in Book 4588, Page 26, correcting a deed from SP Forest, L.L.C. to CMP Bucksport LLC dated July 28, 2006, and recorded in Book 4558, Page 148.

Iron rods set in 2018 are three-quarter inch reinforcing rods with a cap marked "Plisga & Day PLS 2327". Pavement nails and iron spikes set in 2018 were marked with an aluminum washer stamped "Plisga & Day PLS 2327."

Bearings referenced herein are oriented to Grid North referencing the Maine Coordinate System of 1983, East Zone, NAD83_2011, as determined by a survey conducted by Plisga & Day, Land Surveyors in 2010 (reference project number: 98079). Coordinate values are provided as an aid in location of the property and are not intended to control bearings, distances or the positions marked by monuments defining the property boundaries.

TOGETHER WITH the right and easement, in common with others, to construct, maintain, and use a roadway over and across the railroad tracks within the right of way for the "first roadway" as set forth in the certain deed from Maine Central Railroad Company to St. Regis Paper Company dated January 15, 1980, and recorded in the Hancock County Registry of Deeds in Book 1369, Page 208, and to which reference is hereby made for a more particular description of the said right and easement.

TOGETHER WITH the right and easement to construct, maintain, and use a roadway over and across the railroad tracks within the area of the right of way for the "second roadway" as set forth in the certain deed from Maine Central Railroad Company to St. Regis Paper Company dated January 15, 1980, and recorded in the Hancock County Registry of Deeds in Book 1369, Page 208, and to which reference is hereby made for a more particular description of the said right and easement.

TOGETHER WITH and SUBJECT TO that certain Release and Cross Easement Indenture of even date herewith, by and among WO, Mill, and Bucksport Generation LLC, to be recorded in the Hancock County Registry of Deeds herewith, for a further description of rights and easements burdening, benefitting and appurtenant to the above-described Parcel 1.

TOGETHER WITH all right, title, and interest in and to all buildings, structures and improvements, and other fixtures located on Parcel 1 and systems attached thereto and/or serving such parcel, including without limitation (a) the existing pump house for water intake from the Penobscot River, generally depicted on the Subdivision Plan Amended Sheet 1, together with all water intake facilities and equipment whether within or outside of the pump house and used in connection with pumping water from the Penobscot River, including the piping from the pump house to the Penobscot River, and (b) the existing discharge facilities for discharging water, wastewater leachate and stormwater into the Penobscot River, together with all water discharge facilities and equipment used in connection with discharging water and wastewater into the Penobscot River, including the diffuser systems and piping extending into the river, including without limitation the outfall pipes commonly known as #001B and #003.

PARCEL 2: LAND EASTERLY OF ROUTE 15

Lot 1 as shown on a Subdivision Plan entitled "Town Lots East of 15" Bucksport Mill, LLC dated March 20, 2019, and recorded in Plan File 46, No. 10 (the "East Subdivision Plan"). TOGETHER WITH all right, title and interest, if any, of Mill in and to Thomas Street Extension and Spring Street Extension, both, so-called.

TOGETHER WITH all right, title, and interest, if any, in and to any improvements located on that portion of said Lot 1 depicted on the East Subdivision Plan labelled "Tax Map 1 Lot 87-ON."

PARCEL 3: LAND BETWEEN ROUTE 15 AND RAILROAD

Beginning at a point in the westerly line of State Route 15 and the southeasterly corner of land described as Tract II in a deed to Sprague International Properties LLC recorded in Hancock County Registry of Deeds, Book 6137, Page 22;

Thence westerly along the southerly line of said Tract II to the easterly line of the Maine Central Railroad right of way;

Thence southerly along the easterly line of said right of way to a point;

Thence along the easterly line of said right of way, North 74 degrees, 56 minutes, 30 seconds West, a distance of 8.9 feet;

Thence along the easterly line of said right of way, South 6 degrees, 16 minutes, 45 seconds East, a distance of 136.4 feet to a point of curve;

Thence along the easterly line of said right of way, following a curve concave easterly with a radius of 1399.68 feet, an arc distance of 329.91 feet;

Thence along the easterly line of said right of way, South 76 degrees, 32 minutes, 45 seconds East, a distance of 19.8 feet;

Thence along the easterly line of said right of way, following a curve concave easterly with a radius of 1383.18 feet, an arc distance of 307.70 feet to a point of tangency;

Thence along the easterly line of said right of way, South 32 degrees, 58 minutes, 45 seconds East, a distance of 75.8 feet to a point of curve;

Thence along the easterly line of said right of way, following a curve concave westerly with a radius of 1686.78 feet, an arc distance of 320.95 feet to the westerly line of State Route 15;

Thence along the westerly line of State Route 15 North 18 degrees, 22 minutes, 30 seconds West, a distance of 721.9 feet;

Thence along the westerly line of State Route 15, North 15 degrees, 54 minutes, 30 seconds West, a distance of 223.5 feet;

Thence along the westerly line of State Route 15, North 12 degrees, 49 minutes, 0 seconds West, a distance of 300.5 feet;

Thence northerly along the westerly line of State Route 15 to the point of beginning.

Bearings referenced herein are oriented to Grid North, Maine State Coordinate System of 1927, East Zone.

The above-described Parcel 1, Parcel 2, and Parcel 3 (collectively, the "Premises") are conveyed TOGETHER WITH (i) all infrastructure located on or under, or used exclusively to service, the Premises; (ii) all rights, privileges, easements and appurtenances to the Premises; and (iii) air rights, appurtenant water rights, including riparian water rights and any intertidal water rights appurtenant to the Premises, and any easements, rights-of-way, or other interests in, on, under, or to any land, highway, alley, street, or right-of-way abutting or adjoining the Premises. The pipelines and electrical lines and related equipment located within the easement areas reserved below are hereby excluded from this conveyance.

RESERVING to Mill, its successors and assigns a temporary easement over Parcel 1 to maintain the existing leachate pipeline in its current location and in its present configuration within a 30-foot wide area centered on the existing leachate pipe as depicted on the West Subdivision Plan for the purpose of allowing Mill time to relocate said leachate pipeline (the "Temporary Leachate Easement"). This temporary easement shall terminate 90 days after the date of this Deed, provided however that if Mill is still working diligently to complete relocation after 90 days, WO shall extend the date for the termination of this easement, but in no event shall this easement be extended longer than 120 days from the date of this Deed. The termination provision set forth above shall be effective without any further action by WO or Mill and by which time Mill shall have discontinued use of the leachate pipe on or under Lot 2 and Mill may abandon the pipe in place. Upon request, Mill shall execute an instrument in recordable form confirming the termination of the Temporary Leachate Easement.

RESERVING to Mill, its successors and assigns, the following rights and easements, appurtenant to the remaining land of Mill, to patrol, monitor, manage, operate, maintain, repair, replace, improve, expand and use pipes, lines, wires, conduits, valves, meters, pumps and appurtenances thereto associated with or in conjunction with:

1. An underground leachate pipeline to be located under Parcel 1 within a 50-foot wide strip of land running generally southeasterly along a portion of the easterly boundary of Parcel 1, the easterly line of said strip of land being described as follows:

   Beginning at a point on the easterly sideline of Parcel 1 where the existing leachate pipeline enters Parcel 1 from under the Maine Central Railroad right of way; thence in a generally southerly direction along the easterly sideline of Parcel 1 to the southeasterly corner of Parcel 1.

   Upon the relocation of the leachate pipeline within the above-described 50-foot strip of land, at the request of either WO or Mill, WO and Mill shall enter into a modification of said leachate pipeline easement confirming its location;

2. An underground leachate pipeline under Parcel 2 within a 30-foot wide corridor centered on the existing leachate pipe as depicted on the East Subdivision Plan;

3. An existing raw water pipeline over Parcel 2 within a 30-foot wide corridor centered on the existing raw water pipe as depicted on the East Subdivision Plan; and

4. Overhead electrical poles and wires over Parcel 2 within a 30-foot wide corridor centered on the

existing electric line serving the filter house, which overhead electrical poles and wires are as depicted on the East Subdivision Plan.

5. An existing underground oil pipeline under Parcel 2 within a 30-foot wide corridor centered on the existing 12" underground pipeline as depicted on the East Subdivision Plan.

The five easements set forth above are collectively referred to herein as the "Permanent Easements".

To the extent necessary to exercise the Temporary Leachate Easement and the Permanent Easements reserved above, Mill shall have access to the above-described 30-foot strips, subject to the following conditions:

(a) Any such access shall be during normal business hours and after reasonable notice to WO, except in case of emergency;

(b) Any entry onto land of WO shall be at Mill's own risk and Mill shall release and indemnify WO from any damage to the WO's property or personal injury or claim to the extent related to such entry or any lien against WO's property resulting from any such entry; and

(c) Prior to any such entry, Mill shall provide evidence of insurance naming WO as additional insured.

The Temporary Leachate Easement and the Permanent Easements reserved above are subject to the following conditions:

(a) Mill shall not suffer or permit any mechanic's or materialmen's lien to attach to WO's land by virtue of Mill's exercise of its rights under the Temporary Leachate Easement and the Permanent Easements. In the event any such lien shall be filed and recorded, Mill shall promptly take steps to remove such lien in any lawful manner.

(b) Mill shall promptly restore all areas of the WO parcels affected by any work, as near as reasonably possible to its or their immediately prior condition; provided that such obligation to restore shall expressly exclude any obligation to restore vegetation.

(c) Mill shall indemnify and hold harmless WO from and against any and all damages, liabilities, losses, expenses, claims, and suits (including reasonable attorneys' fees) incurred or suffered as a consequence of or arising in any manner out of the Mill's exercise of the Temporary Leachate Easement and the Permanent Easements by Mill or its officers, employees, agents, contractors, or invitees, or the breach or violation of the terms of the Temporary Leachate Easement and the Permanent Easements by Mill, except to the extent caused by the negligence or intentional misconduct of WO.

(d) WO shall have all rights to use the areas encumbered by the Temporary Leachate Easement and the Permanent Easements in any manner that is not inconsistent with the rights granted to Mill hereunder and does not interfere with the use and enjoyment by Mill of the Temporary Leachate Easement and the Permanent Easements. The foregoing notwithstanding, WO covenants and agrees that it will not (i) construct any buildings or other permanent structures within the area of the Permanent Easements; or (ii) conduct any excavation or utility work within the area of the Permanent Easements, without first affording Mill thirty (30) days prior written notice of such intent, said notice to include reasonably detailed engineering plans of such work.

PARCEL 4: EASEMENT OVER FRESH WATER SUPPLY SYSTEM

Together with non-exclusive perpetual rights and easements in and to the "Fresh Water Supply System" (as such term is defined herein) and in and to the "**Easement Areas**" (as such term is defined herein), for the following purposes:

(1) for the transmission of water in, over, and through the Fresh Water Supply System situated within the Easement Areas (the "**Water Transmission Easement**"); and

(2) to draw, take, use, and divert water in, over, from and through the Fresh Water Supply System and Easement Areas for the operation of Grantee's business and activities located on, and directly related to and supporting its operation at the "**Whole Oceans Parcels**" (as defined herein) and for no other purpose (the "**Water Use Easement**"); and

(3) to access, by persons and equipment, over lands located easterly of Route 15 adjacent to the Fresh Water Supply System owned or controlled by Grantor as needed to exercise Grantee's rights hereunder, including access through and upon any structures within the Easement Areas (the "**Access Easement**").

To the extent necessary to exercise the Access Easement granted above, Grantee shall have access to the Easement Areas, subject to the following conditions:

(a) Any such access shall be during normal business hours and after reasonable notice to Mill, except in case of emergency;

(b) Any entry onto land of Grantor shall be at Grantee's own risk and Grantee shall release and indemnify Grantor from any damage to the Grantor's property or personal injury or claim to the extent related to such entry or any lien against Grantor's property resulting from any such entry; and

(c) Prior to any such entry, Grantee shall provide evidence of insurance naming Grantor as additional insured.

The Access Easement granted above is subject to the following conditions:

(a) Grantee shall not suffer or permit any mechanic's or materialmen's lien to attach to Grantor's land by virtue of Grantee's exercise of its rights under the Access Easement. In the event any such lien shall be filed and recorded, Grantee shall promptly take steps to remove such lien in any lawful manner.

(b) Grantee shall promptly restore all areas of the Grantor's parcels affected by any work, as near as reasonably possible to its or their immediately prior condition; provided that such obligation to restore shall expressly exclude any obligation to restore vegetation.

(c) Grantee shall indemnify and hold harmless Grantor from and against any and all damages, liabilities, losses, expenses, claims, and suits (including reasonable attorneys' fees) incurred or suffered as a consequence of or arising in any manner out of the Grantee's exercise of the Access Easement by Grantee or its officers, employees, agents, contractors, or invitees, or the breach or violation of

the terms of the Access Easement by Grantee, except to the extent caused by the negligence or intentional misconduct of Grantor.

(d) Grantor shall have all rights to use the areas encumbered by the Access Easement in any manner that is not inconsistent with the rights granted to Grantee hereunder and does not interfere with the use and enjoyment by Grantee of the Access Easement. The foregoing notwithstanding, Grantor covenants and agrees that it will not (i) construct any buildings or other permanent structures within the area of the Access Easement; or (ii) conduct any excavation or utility work within the area of the Access Easement, without first affording Grantee thirty (30) days prior written notice of such intent, said notice to include reasonably detailed engineering plans of such work.

The foregoing easements are conveyed upon the following terms and conditions:

1. **Certain Definitions**: In addition to terms defined elsewhere in this instrument, the following terms shall have the following meanings when used herein:

"Easements" means collectively the Water Transmission Easement, the Water Use Easement and the Access Easement.

"Easement Areas" means certain lands and rights in land located in the Towns of Bucksport and Orland, in Hancock County, Maine, including:

(i) Toddy Pond in Orland and extending from Toddy Pond to and through Alamoosook Lake,
(ii) further extending from Alamoosook Lake to and through Silver Lake in Bucksport including the bed of Silver Lake,
(iii) further extending from Silver Lake to the Mill Property, and
(iv) also extending from the West Bank of the Eastern or Narramissic River in Orland at the lower dam or "Hutchins Mill Privilege" to Pond Street in Bucksport,

all as more particularly described in, and in the deeds referenced in, **Exhibit B** attached hereto.

"Fresh Water Supply System" means the lakes and ponds, the dams, and all water control equipment and pumps and structures associated with the lakes and ponds included in the Easement Area, including the aqueducts, pipelines, pumps, filters, communication equipment, structures, and all facilities used or useful in connection with any of the foregoing; together with the infrastructure through and pursuant to which water is delivered from Silver Lake to the Mill Property over, across and through the Easement Area, including without limitation an intake structure situated in Silver Lake, a pipeline running from Silver Lake to the Mill Property and a filter house, together with such water control equipment and structures associated with such intake, pipeline and filter house and all aqueducts, pipelines, pumps, filters, communication equipment, structures, overhead electric lines and poles, and all facilities used or useful in connection with the delivery of water from Silver Lake to the Mill Property.

"Mill Property" means Parcels 1 and 3 conveyed by this Deed to Grantee, plus Lots 1, 3 and 4 as depicted on the Subdivision Plan Amended Sheet 1.

"Whole Oceans Parcels" means Parcels 1, 2 and 3 conveyed by this Deed to Grantee, as set forth above, plus such additional land that Grantee may acquire in the future, the use of which is directly related to, or supporting its operation at said Parcels 1, 2 or 3.

2. **Reserved Rights.** Grantor reserves the following rights with respect to the Fresh Water Supply System and the Easement Areas:

(a) perpetual, non-exclusive right to use the Easement Areas for all purposes that do not unreasonably interfere with the exercise of the rights granted herein to Grantee. In the event that the Grantor shall grant rights to third parties within the Easement Area, such rights shall be subject to the rights granted to Grantee herein.

(b) Grantor reserves fee title in and to the Fresh Water Supply System, and the right to use the Fresh Water Supply System together with Grantee and others entitled to use the same, together with the rights to convey these rights and easements to other parties, subject to the rights granted to Grantee herein and further subject to the limitations set forth in Exhibit C attached hereto.

(c) Grantor reserves the exclusive right to operate, manage, control, patrol, monitor, maintain, repair, replace, improve and expand the Fresh Water Supply System, except as otherwise provided herein, including Exhibit C attached hereto.

(d) Grantor reserves the right to relocate, at its sole cost and expense, any portion(s) of the Fresh Water Supply System so long as the Easements continue in full force and effect as to the relocation and so long as there is no interruption of the availability of Water from the Fresh Water Supply System. Once any such relocation is complete, the parties agree to execute and deliver, and record in the Registry of Deeds, such reasonable instruments as may be necessary or requested terminating the Easements as to the pre-relocation area, and granting the Easements as to the post-relocation area, all in form and substance reasonably acceptable to Grantor and Grantee.

3. **Access.** In connection with the exercise by Grantee of any of its rights granted hereunder, Grantee agrees to adhere to Grantor's (a) reasonable access protocol concerning access to the Easement Areas, and (b) all reasonable security, fire protection, safety rules and regulations, and all applicable life-safety codes adopted by Grantor, or imposed by governmental authority. Grantee shall enter the Easement Areas at its own risk.

4. **Successors and Assigns and Runs with the Land.** The easements and rights, including but not limited to the Easements, and the obligations granted, reserved or otherwise referenced in or in connection with this Parcel 4 shall run with the land and shall burden, benefit and are appurtenant to, as applicable, the real estate of Grantor and Grantee, and shall be binding upon and shall burden Grantor and Grantee and their respective successors and assigns.

5. **No Waiver.** No failure or delay by any party in exercising any right, power or privilege under this Deed, and no lack of use of the Easements, including right to divert water, will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6. **Water Related Easements.** Grantee's exercise of its rights under the easements granted in this Parcel 4 and any rights appurtenant to the Whole Oceans' Property to take water from or use and transmit water through the Fresh Water Supply System are subject to and governed by the terms and

conditions set forth in Exhibit C, all of which shall be deemed to be incorporated herein as if set forth in full in this text of this instrument.

HANCOCK COUNTY

EXCEPTIONS

The real property conveyed in this Deed is SUBJECT TO the rights, easements, covenants, restrictions, encumbrances, terms and conditions set forth in the instruments referenced in this Deed, including but not limited to the following:

Schedule B-1 Easements and Permits - Bucksport, Hancock County

1. Rights, terms and conditions contained in the agreement between St. Regis Paper Company and Central Maine Power Company, dated as of July 12, 1932, recorded in Book 640, Page 464.
2. Rights, terms and conditions contained in the agreement between St. Regis Paper Company and Central Maine Power Company, dated as of May 14, 1947, acknowledged August 5, 1947, recorded in Book 724, Page 44.
3. Easements, terms and conditions contained in the Indenture by and between Central Maine Power Company and St. Regis Paper Company, dated as of March 1, 1957, recorded April 6, 1957, recorded in Book 798, Page 126.
4. Easements, terms and conditions contained in the Indenture by and between Central Maine Power Company and St. Regis Paper Company, dated as of August 15, 1957, recorded October 17, 1957, recorded in Book 803, Page 546.
5. Easements, terms and conditions contained in the Indenture by and between Central Maine Power Company and St. Regis Paper Company, dated as of April 20, 1962, recorded May 10, 1962, recorded in Book 907, Page 466.
6. Easements, reservations, terms and conditions contained in the deed from Central Maine Power Company to St. Regis Paper Company, dated April 20, 1962, recorded in Book 907, Page 485.
7. Easements, reservations, terms and conditions contained in the deed from Central Maine Power Company to St. Regis Paper Company, dated March 15, 1965, recorded in Book 979, Page 129.
8. Rights, terms and conditions contained in the easement deed from St. Regis Paper Company to Central Maine Power Company, dated March 10, 1965, recorded in Book 979, Page 156.
9. Terms and conditions contained in a letter agreement by and between Central Maine Power Company and St. Regis Paper Company, dated October 25, 1972, recorded in Book 1162, Page 255.
10. Easements, reservations, terms and conditions contained in the deed from St. Regis Paper Company to Central Maine Power Company, dated October 9, 1974, recorded in Book 1201, Page 632.
11. Easements, reservations, covenants, terms and conditions contained in the deed from Central Maine Power Company to St. Regis Paper Company, dated October 11, 1974, recorded in Book 1201, Page 634.
12. Easement from St. Regis Paper Company to Central Maine Power Company and New England Telephone and Telegraph Company, dated March 8, 1976, recorded in Book 1257, Page 637.
13. Easement from St. Regis Paper Company to Central Maine Power Company and New England Telephone and Telegraph Company, dated August 20, 1979, recorded in Book 1360, Page 127.
14. Easement from St. Regis Corporation to New England Telephone and Telegraph Company, dated July 27, 1984, recorded in Book 1509, Page 169.
15. Easement from Champion International Corporation to Central Maine Power Company and New England Telephone and Telegraph Company, dated December 2, 1991, recorded February 14,

1992, in Book 1911, Page 166.

16. Easement from Champion International Corporation to Central Maine Power Company and New England Telephone and Telegraph Company, dated December 2, 1991, recorded February 14, 1992, in Book 1911, Page 168.

17. Pipeline easement and agreement by and between Champion International Corporation and Webber Tanks, Inc., dated December 17, 1999, recorded in Book 2914, Page 300; as affected by the Rights-of-Way Agreement by and between Champion International Corporation and Webber Tanks, Inc., dated July 15, 1999, a memorandum of which is recorded in Book 2929, Page 261, and the Project Storage and Pipeline Delivery Agreement, by and between Webber Tanks, Inc., and Bucksport Energy, LLC, dated July 15, 1999.

18. Easements, restrictions, conditions and covenants contained in the agreement by and between Champion International Corporation and Webber Tanks, Incorporated, a memorandum of which is dated as of July 15, 2000, recorded in Book 2929, Page 261.

19. Terms and conditions contained in the agreement by and between Bucksport Water Company and Maine Seaboard Paper Company, dated November 30, 1935, recorded in Book 648, Page 556, as amended by the agreement by and between Bucksport Water Company and Champion International Corporation, dated October 16, 1989, recorded in Book 1779, Page 89.

20. Utility easement from St. Regis Paper Company to New England Telephone and Telegraph Company, dated May 7, 1976, recorded in Book 1259, Page 338.

21. Easement, restrictions, conditions and covenants contained in the deed from Maine Central Railroad Company to St. Regis Paper Company, dated January 15, 1980, recorded in Book 1369, Page 208.

22. Easement deed from St. Regis Paper Company to Dead River Company, dated March 16, 1984, recorded in Book 1493, Page 148.

23. Easements, terms and conditions contained in the easement deed and agreement for gas line by and between Champion International Corporation and Bangor Gas Company, LLC, dated May 24, 2000, acknowledged on May 22, 2000, recorded in Book 2919, Page 354.

24. Easements, terms and conditions contained in the easement deed and agreement for meter site by and between Champion International Corporation and Bangor Gas Company, LLC, dated May 24, 2000, acknowledged May 22, 2000, recorded in Book 2919, Page 365.

25. Easements, terms and conditions contained in the easement deed and agreement by and between Champion International Corporation and Bangor Gas Company, LLC, dated May 24, 2000, recorded in Book 2919, Page 377.

Schedule B-2 Environmental Matters - Bucksport, Hancock County

26. Department of the Army Permit from U.S. Army Engineer Division, New England, Corps of Engineers to St. Regis Paper Company, dated July 31, 1973, recorded in Book 1205, Page 206.

27. Department of the Army Permit to St. Regis Paper Company, dated November 18, 1974, recorded in Book 1205, Page 212.

28. Department of the Army Permit to St. Regis Paper Company, dated July 16, 1975, recorded in Book 1229, Page 198.

29. Department of the Army Permit to St. Regis Paper Company, dated July 9, 1975, recorded in Book 1229, Page 205.

30. Department of Environmental Protection Order Condition Removal Site Location, dated May 12,

1976, recorded in Book 1258, Page 695.

31. Department of Environmental Protection Order Condition Removal Site Location, dated June 9, 1976, recorded in Book 1262, Page 118.

32. Department of Environmental Protection Site Location of Development Amendment of Findings of Fact and Order, dated March 21, 1997, recorded in Book 2644, Page 418.

33. Department of Environmental Protection Site Location of Development Findings of Fact and Order, dated August 7, 1998, recorded in Book 2761, Page 216.

34. Department of Environmental Protection Site Location of Development Modification Findings of Fact and Order, dated July 22, 1999, recorded in Book 2858, Page 209.

35. Department of Environmental Protection Condition Compliance #L-7713-20-U-C, Special Condition #3, dated July 21, 1999, recorded in Book 2858, Page 214.

36. Department of Environmental Protection Condition Compliance, dated June 20, 2000, recorded in Book 2932, Page 312.

37. Department of Environmental Protection Site Location of Development, Findings of Fact and Order, dated August 7, 1998, recorded in Book 2945, Page 166.

38. Department of Environmental Protection Site Location of Development Renewal Findings of Fact and Order, dated January 27, 1999, recorded in Book 2809, Page 523.

39. Department of Environmental Protection Site Location of Development Modification Findings of Fact and Order, dated August 5, 2004, recorded in Book 3998, Page 188.

40. Department of Environmental Protection Site Location of Development Minor Revision/Modification Findings of Fact and Order, dated July 12, 2005, recorded in Book 4253, Page 267.

Schedule B-3 Takings - Bucksport, Hancock County

41. Easements contained in the deed from St. Regis Paper Company to State of Maine, dated December 12, 1972, recorded in Book 1159, Page 489, as same may affect the easement over Fresh Water Supply System.

42. Easements contained in the deed from Champion International Corporation to State of Maine, dated February 14, 1995, recorded in Book 2382, Page 240.

43. Easements contained in the deed from Champion International Corporation to State of Maine, Department of Transportation, dated May 28, 1999, recorded in Book 2850, Page 217, as same may affect the easement over Fresh Water Supply System.

Schedule B-4 PLANS - Bucksport, Hancock County

44. Encroachments, easements, reservations, rights of way, terms and conditions depicted on plan entitled Plan Showing Lot Leased to Eastern Corporation by St. Regis Paper Company for Oil Storage Tank in Bucksport, Maine, dated August 1948, recorded in Plan Book 6, Page 31.

45. Encroachments, easements, reservations, rights of way, terms and conditions depicted on plan entitled Survey for Relocating C.M.P. supply to Town of Bucksport (Sec. K-10), dated December 20, 1956, recorded in Plan Book 7, Page 118.

46. Encroachments, easements, reservations, rights of way, terms and conditions depicted on plan entitled Approx. Loc.-Eastern Corp. Fuel Oil Lines-St. Regis Paper Co.-Bucksport, dated July 22, 1948, recorded in Plan Book 6, Page 33.

47. Encroachments, easements, reservations, rights of way, terms and conditions depicted on plan

entitled Relocated Oil Trench and Underground Piping at the Southwest Corner of the Coater-Supercalender Building, dated April 11, 1963, recorded in Plan Book 9, Page 61.

48. Encroachments, easements, reservations, rights of way, terms and conditions depicted on plan entitled Land Title Survey, Portion of Property of Champion International Corporation, State Route 15-Bucksport, Maine for Multinational Electricity and Gas Corporation, dated April 7, 1999, revised July 13, 1999, recorded in File 29, No. 83.

49. Encroachments, easements, reservations, rights of way, terms and conditions depicted on plan entitled Easement Plan, Portion of Property of Champion International Corporation, State Route 15-Bucksport, Maine, for Multinational Electricity and Gas Corporation, dated May 3, 1999, revised July 13, 1999, recorded in File 29, No. 84.

Schedule B-5 Energy Plant Site - Bucksport, Hancock County (Energy Plant Site)

50. Easement, restrictions, conditions and covenants contained in the deed from Maine Central Railroad Company to St. Regis Paper Company, dated January 15, 1980, recorded in Book 1369, Page 208.

51. Department of Environmental Protection Site Location of Development Modification Findings of Fact and Order, dated July 22, 1999, recorded in Book 2858, Page 209.

52. Department of Environmental Protection Condition Compliance #L-7713-20-U-C, Special Condition #3, dated July 21, 1999, recorded in Book 2858, Page 214.

53. Pipeline easement and agreement by and between Champion International Corporation and Webber Tanks, Inc., dated December 17, 1999, recorded in Book 2914, Page 300; as affected by the Rights-of-Way Agreement by and between Champion International Corporation and Webber Tanks, Inc., dated July 15, 1999, a memorandum of which is recorded in Book 2929, Page 261, and the Project Storage and Pipeline Delivery Agreement, by and between Webber Tanks, Inc., and Bucksport Energy, LLC, dated July 15, 1999.

54. Department of Environmental Protection Site Location of Development, Findings of Fact and Order, dated August 7, 1998, recorded in Book 2945, Page 166.

Schedule B-6 Orland - Orland, Hancock County

55. Easements, terms and conditions contained in the deed from Bucksport Water Company to Maine Seaboard Paper Company, recorded in Book 648, Page 556.

56. Easements, terms and conditions to install, maintain, repair and replace a one (1) inch diameter water pipe, contained in the Waterline Easement from Champion International Corporation to John M. MacBrayne III and Bonita E. MacBrayne, dated December 17, 1986, recorded in Book 1619, Page 522.

57. Easements contained in the Notice of Layout and Taking, State of Maine Department of Transportation, dated May 21, 2003, recorded in Book 3631, Page 341.

Schedule B-7 - Additional Exceptions – Orland and Bucksport, Hancock County

58. Rights and easements set forth in Deed from Verso Paper Company, LLC to Central Maine Power Company and New England Telephone & Telegraph Company dated November 30, 2007 and recorded in said Registry of Deeds in Book 4921, Page 293.

59. Temporary Construction Rights acquired from Verso Paper LLC described in the Notice of Layout and Taking by the State of Maine Department of Transportation dated March 11, 2009 and recorded in said Registry of Deeds in Book 5174, Page 9.

60. Rights set forth in Termination of a Right of Way Agreement by and between Verso Bucksport

LLC and Webber Tanks, Incorporated dated as of January 1, 2010 and recorded in said Registry of Deeds in Book 5402, Page 263, terminating the Right of Way Agreement dated July 15, 1999 and recorded in said Registry of Deeds in Book 2929, Page 261.

61. Lease by and between Verso Bucksport LLC (Landlord) and Webber Tanks, Incorporated (Tenant) dated January 1, 2010; as evidenced by the Memorandum of Lease recorded in said Registry of Deeds in Book 5402, Page 265.

62. Rights and easements set forth in Easement Deed from CMP Bucksport LLC to Central Maine Power Company and Northern New England Telephone Operations, LLC dated June 2, 2010 and recorded in said Registry of Deeds in Book 5445, Page 88.

63. Department of Environmental Protection Department Order/Site Location of Development Act/Water Quality Certification for Verso Paper/Boiler Upgrade dated December 21, 2010 and recorded in said Registry of Deeds in Book 5553, Page 289; correcting an Order dated November 17, 2010.

64. Rights and easements set forth in deed from Verso Bucksport LLC to the Inhabitants of the Town of Bucksport dated January 19, 2011 and recorded in said Registry of Deeds in Book 5568, Page 333 conveying property on Silver Lake Road, Bucksport.

65. Department of Environmental Protection Department Order/Site Location of Development Act/Water Quality Certification for Verso Paper/Boiler Upgrade dated May 24, 2011and recorded in said Registry of Deeds in Book 5630, Page 200.

66. Indenture by and between Verso Bucksport LLC, f/k/a CMP Bucksport LLC and Central Maine Power Company dated as of January 30, 2012 and recorded in said Registry of Deeds in Book 5766, Page 151 regarding access over two locations on the Mill property.

67. Fuel Storage and Sales Agreement, dated as of November 7, 2014, between VB and Dead River Company.

68. Terms and conditions of a Maine Department of Environmental Protection Site Location of Development Act, Amendment Findings of Fact and Order dated September 2, 2015 and recorded in Book 6459, Page 85.

69. Terms and provisions and rights of lessee under a Ground Lease between Bucksport Mill LLC, Landlord, and Bucksport Generation LLC, Lessee, dated January 29, 2015 as evidenced by a Memorandum of Ground Lease September 28, 2015 and recorded in Book 6464, Page 130.

70. Terms and conditions of a Maine Department of Environmental Protection Site Location of Development Act, Minor Amendment, Findings of Fact and Order dated September 9, 2016 and recorded in Book 6634, Page 190.

71. Rights, easements, terms, and conditions contained in the deed to Bucksport Generation LLC from Bucksport Mill LLC dated December 21, 2016 and recorded in Book 6702, Page 172, as same may be affected by Release and Cross Easement Indenture to be recorded.

72. Such state of facts as set forth on plans entitled "Working Plan showing Land and Easements of Bucksport Generation LLC, AIM Development, Whole Oceans LLC" by Plisga & Day Land Surveyors, consisting of an index and 9 numbered sheets, the Index Sheet and Sheets 1 through 7 dated February 14, 2018 and Sheets 8 & 9 dated January 29, 2015, Project/Drawing No. 98079, and any revisions thereto.

73. Such state of facts as set forth on plan entitled "Subdivision Plan Showing Lands Bucksport Mill LLC, Bucksport Generation, LLC", prepared by Plisga & Day dated July 6, 2018, and recorded in the Hancock County Registry of Deeds in Plan File 45, Nos. 29-31.

74. Such state of facts as set forth on plan entitled "Amended Mapfile 45, No. 29, Subdivision Plan Showing Lands Bucksport Mill LLC, Bucksport Generation, LLC" prepared by Plisga & Day dated December 28, 2018 and recorded in Plan File 45, No. 96.

75. Such state of facts as set forth on plan entitled "Amended Mapfile 45, No 96 Amended Mapfile 45, No. 29, Amended Subdivision Plan for Bucksport Mill LLC Bucksport Generation, LLC" prepared by Plisga & Day dated March 19, 2019 and recorded in Plan File 46, No. 11.

76. Such state of facts as set forth on plan entitled "Subdivision Plan "Town Lots East of 15" Bucksport Mill LLC" prepared by Plisga & Day dated March 20, 2019 and recorded in Plan File No. 46, No. 10.

77. Rights and easements for ingress and egress granted to Bucksport United Methodist Church in a deed from Bucksport Mill LLC dated March 6, 2019 and recorded in Book 6939, Page 523.

78. Rights and easements, including flowage rights granted by Verso Bucksport LLC to the Inhabitants of the Town of Orland by deed recorded May 23, 2011 in Book 5621, Page 174.

79. Rights and easements granted to Verso Androscoggin LLC by Verso Bucksport LLC in deed dated as of January 29, 2015 and recorded in Book 6345, Page 257.

80. Terms and conditions of a Maine Department of Environmental Protection Site Location of Development Act, Minor Amendment, Findings of Fact and Order dated September 3, 2018 and recorded in Book 6910, Page 704.

HANCOCK COUNTY

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EXHIBIT B

DESCRIPTION OF THE EASEMENT AREAS
(Parcel 4: Easement over Fresh Water Supply System)
Water Supply Land & Rights in Land Reserved and Acquired

Maine Seaboard Paper Company ("MSPC"); Central Securities Corporation ("CSC")
St. Regis Paper Company ("SRPC")
Hancock County Registry of Deeds

Lower Pipe Line –from the West Bank of the Eastern of Narramissic River in Orland at the lower dam or "Hutchins Mill Privilege" to Pond Street in Bucksport

Upper Pipe-Line - from Alamoosook Lake in Orland to Silver Lake in Bucksport

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
	East Maine Conference Seminary Fee	MSPC	12/3/1929	628	144	Part of Schedule A-1 (Parcel 26)
29, 30 and 31	Georgia M. Bridges Fee	MSPC	02/27/1930	629	87	Part of Schedule A-1 (Parcels 29, 30 and 31)
	Albion R. Soper Hallie Soper Fee	MSPC	3/10/1930	629	285	
35	Roscoe E. Dorr Fee	MSPC	4/23/1930	629	284	Part of Schedule A-1 (Parcel 35)
27	G. Colby Wardwell Harvey Leach	MSPC	5/1930	629	404	Part of Schedule A-1 (Parcel 27)
27	Janet D. Harrison	MSPC	5/1930	630	142	Part of Schedule A-1 (Parcel 27)
27	Harry L. White	MSPC	5/5/1930	629	284	Part of Schedule A-1 (Parcel 27)
27	Harry B. Small	MSPC	5/8/1930	629	405	Part of Schedule A-1 (Parcel 27)
27	E. H. Cunningham	MSPC	5/8/1930	629	407	Part of Schedule A-1 (Parcel 27)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
27	James Hutchins	MSPC	5/8/1930	630	141	Part of Schedule A-1 (Parcel 27)
27	Eva C. Stubbs	MSPC	5/9/1930	630	142	Part of Schedule A-1 (Parcel 27)
27	Ernest Hutchins	MSPC	5/10/1930	630	140	Part of Schedule A-1 (Parcel 27)
27	H. Frances Page	MSPC	5/10/1930	630	143	Part of Schedule A-1 (Parcel 27)
27	F. Homer Hutchings	MSPC	5/12/1930	629	403	Part of Schedule A-1 (Parcel 27)
27	Louisa Wasson	MSPC	5/14/1930	629	405	Part of Schedule A-1 (Parcel 27)
27	Loring Robbins	MSPC	5/15/1930	629	408	Part of Schedule A-1 (Parcel 27)
27	Louis H. Chandler	MSPC	5/15/1930	630	141	Part of Schedule A-1 (Parcel 27)
27	Beatrice H. Moore and Earl B. Wasson	MSPC	5/22/1930	629	406	Part of Schedule A-1 (Parcel 27)
27	Fred L. Kenney Annie G. Kenney	MSPC	5/26/1930	630	256	Part of Schedule A-1 (Parcel 27)
27	Bertha Dubois	MSPC	5/27/1930	629	407	Part of Schedule A-1 (Parcel 27)
32	Abbie M. Buck, et al. Fee	MSPC	06/04/1930	629	554	Part of Schedule A-1 (Parcel 32)
	Albert C. Swazey Fee	MSPC	06/05/1930	630	144	
27	William T. Chandler	MSPC	6/7/1930	630	159	Part of Schedule A-1 (Parcel 27)
	Gladys Tarr Anderson	MSPC	6/9/1930	629	413	

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
28	Seth R. Hutchins	MSPC	6/11/1930	632	578	Part of Schedule A-1 (Parcel 27 and 28)
27, 28	Seth R. Hutchins Fee	MSPC	6/11/1930	630	158	Part of Schedule A-1 (Parcel 27 and 28)
33	Margaretha A. Wharton Fee	MSPC	6/12/1930	629	515	Part of Schedule A-1 (Parcel 33)
37	Alice J. Clements	MSPC	6/18/1930	630	243	Part of Schedule A-1 (Parcel 37)
37	Clara Russell William O. Russell	MSPC	6/18/1930	630	241	Part of Schedule A-1 (Parcel 37)
37	Isaac F. Dorr	MSPC	6/18/1930	630	240	Part of Schedule A-1 (Parcel 37)
37	Carrie M. Buck, et al	MSPC	6/18/1930	630	242	Part of Schedule A-1 (Parcel 37)
37	A. R. Soper Hallie Soper	MSPC	6/18/1930	629	484	Part of Schedule A-1 (Parcel 37)
37	James Holt	MSPC	6/18/1930	629	536	Part of Schedule A-1 (Parcel 37)
37	H. H. Dunbar	MSPC	6/18/1930	630	244	Part of Schedule A-1 (Parcel 37)
37	Rising Sun Lodge 71 F.&A.M.	MSPC	6/18/1930	629	482	Part of Schedule A-1 (Parcel 37)
37	Alvin E. Gowen	MSPC	6/18/1930	630	237	Part of Schedule A-1 (Parcel 37)
37	Carrie A. Staples	MSPC	6/18/1930	629	481	Part of Schedule A-1 (Parcel 37)
37	A. R. Soper	MSPC	6/18/1930	629	485	Part of Schedule A-1 (Parcel 37)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
37	Emma A. Cotton	MSPC	6/18/1930	629	535	Part of Schedule A-1 (Parcel 37)
37	Alice P. Gray	MSPC	6/18/1930	630	282	Part of Schedule A-1 (Parcel 37)
37	A. R. Soper Hallie Soper	MSPC	6/20/1930	629	483	Part of Schedule A-1 (Parcel 37)
37	A. R. Soper	MSPC	6/20/1930	629	485	Part of Schedule A-1 (Parcel 37)
37	Percy F. Moore	MSPC	6/23/1930	630	238	Part of Schedule A-1 (Parcel 37)
37	A. R. Soper Hallie Soper	MSPC	6/23/1930	629	483	Part of Schedule A-1 (Parcel 37)
37	Lysle P. Saunders	MSPC	6/23/1930	629	487	Part of Schedule A-1 (Parcel 37)
37	Llewellyn Harriman	MSPC	6/23/1930	629	486	Part of Schedule A-1 (Parcel 37)
37	Byron E. Colby	MSPC	6/23/1930	629	487	Part of Schedule A-1 (Parcel 37)
37	Albert H. Eldridge	MSPC	6/23/1930	630	239	Part of Schedule A-1 (Parcel 37)
37	Russell E. Grey	MSPC	6/23/1930	630	239	Part of Schedule A-1 (Parcel 37)
37	Homer H. Mooney	MSPC	6/23/1930	630	243	Part of Schedule A-1 (Parcel 37)
37	G. H. Randall	MSPC	6/23/1930	630	241	Part of Schedule A-1 (Parcel 37)
37	Ella M. Saunders	MSPC	6/23/1930	629	495	Part of Schedule A-1 (Parcel 37)
34	Alvin E. Gowen Augusta J. Gowen Fee	MSPC	7/9/1930	630	284	Part of Schedule A-1 (Parcel 34)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
37	Walter L. Brewster	MSPC	7/9/1930	629	515	Part of Schedule A-1 (Parcel 37)
37	Homer H. Dunbar	MSPC	7/9/1930	630	284	Part of Schedule A-1 (Parcel 37)
7	Charles E. Pickering, et al Fee	MSPC	07/11/1930	629	534	Part of Schedule A-1 (Parcel 7)
	Alice M. Buck, et al Fee	MSPC	7/15/1930	631	175	
8	George R. Emerton Fee	MSPC	07/17/1930	630	328	Part of Schedule A-1 (Parcel 8)
9	Nyada Colby & Helen Chipman Fee	MSPC	07/17/1930	630	327	Part of Schedule A-1 (Parcel 9)
26	Melvin H. Harriman	MSPC	7/18/1930	629	555	Part of Schedule A-1 (Parcel 26)
26	Bert H. Bennett	MSPC	7/18/1930	630	329	Part of Schedule A-1 (Parcel 26)
26	Bert H. Bennett	MSPC	7/18/1930	630	328	Part of Schedule A-1 (Parcel 26)
26	Evvie L. Lowell	MSPC	7/18/1930	630	329	Part of Schedule A-1 (Parcel 26)
10	Adelbert E. Peavey Fee	MSPC	07/24/1930	630	350	Part of Schedule A-1 (Parcel 10)
25	Mattie M. Gray	MSPC	7/25/1930	630	398	Part of Schedule A-1 (Parcel 25)
25	Percy F. Moore	MSPC	7/26/1930	630	397	Part of Schedule A-1 (Parcel 25)
25	Mildred B. Soper	MSPC	7/26/1930	631	17	Part of Schedule A-1 (Parcel 25)
25	Byron E. Colby	MSPC	7/26/1930	631	17	Part of Schedule A-1 (Parcel 25)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
25	Melvin H. Harriman	MSPC	7/26/1930	630	398	Part of Schedule A-1 (Parcel 25)
25	John E. Grindle	MSPC	7/26/1930	631	19	Part of Schedule A-1 (Parcel 25)
25	Alice J. Clement	MSPC	7/28/1930	630	395	Part of Schedule A-1 (Parcel 25)
25	Albert H. Eldridge	MSPC	7/28/1930	631	18	Part of Schedule A-1 (Parcel 25)
25	Russell E. Grey	MSPC	7/28/1930	631	18	Part of Schedule A-1 (Parcel 25)
	Bert H. Bennett Fee	**Buckspor t Water Company**	7/29/1930	631	15	
	Percival A. Stubbs	MSPC	7/31/1930	631	102	
	Joshua L. Smith J. E. Witham	MSPC	8/1930	631	173	
22	Fred S. Blodgett, et al. Fee	MSPC	08/1930	631	175	Part of Schedule A-1 (Parcel 22)
	Melvin H. Harriman Fee	**Buckspor t Water Company**	8/2/1930	631	15	
25	Lysle P. Saunders	MSPC	8/2/1930	630	397	Part of Schedule A-1 (Parcel 25)
11	Walter H. Gardner Augusta S. Gardner Fee	MSPC	8/6/1930	631	26	Part of Schedule A-1 (Parcel 11)
	Frank W. Beale Fee	MSPC	8/6/1930	631	25	Part of Schedule A-1 (Parcel 12)
	F. Elliott Bridges Fee	MSPC	8/6/1930	630	406	Part of Schedule A-1 (Parcel 14)
	Joshua L. Smith	MSPC	8/6/1930	630	405	
	Harry A. Bridges	MSPC	8/6/1930	630	406	
	Arthur E. Smith Annie L. Smith	MSPC	8/6/1930	630	404	

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
	William O. DePray	MSPC	8/6/1930	631	26	
	Charles E. Cole	MSPC	8/6/1930	630	405	
	Stanley D. Gray	MSPC	8/7/1930	631	172	
19	Edith L. Grindle Fee	MSPC	8/13/1930	631	105	Part of Schedule A-1 (Parcel 19)
18	Arthur L. Grindle Fee	MSPC	8/13/1930	631	103	Part of Schedule A-1 (Parcel 18)
	Daniel Courcy Fee	MSPC	8/13/1930	631	104	Part of Schedule A-1 (Parcel 17)
6	Silver Lake Cemetery Corporation Fee	MSPC	08/13/1930	631	106	Part of Schedule A-1 (Parcel 6)
22	Harry G. West Fee	MSPC	8/14/1930	631	101	Part of Schedule A-1 (Parcel 22)
	Reuben R. Simpson	MSPC	8/14/1930	631	106	
	Flora M. Grindle	MSPC	8/15/1930	631	102	
20	Roy H. Ferris Fee	MSPC	9/2/1930	631	174	Part of Schedule A-1 (Parcel 20)
	Bert H. Bennett Fee	MSPC	9/5/1930	631	173	Part of Schedule A-1 (Parcel 21)
22	Wallace Heath Fee	MSPC	9/19/1930	631	380	Part of Schedule A-1 (Parcel 22)
22	Wallace Heath Fee	MSPC	9/19/1930	631	380	Part of Schedule A-1 (Parcel 22)
22	Augustine L. Heywood S. Leo Heywood Fee	MSPC	9/20/1930	631	381	Part of Schedule A-1 (Parcel 22)
22	Edith L. Grindle Fee	MSPC	10/10/1930	632	169	Part of Schedule A-1 (Parcel 22)
22	Flora M. Grindle Fee	MSPC	10/10/1930	632	168	Part of Schedule A-1 (Parcel 22)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
22	Arthur L. Grindle Fee	MSPC	10/10/1930	632	168	Part of Schedule A-1 (Parcel 22)
22	Joshua L. Smith Fee	MSPC	10/10/1930	632	167	Part of Schedule A-1 (Parcel 22)
22	Fred L. Jones Albert P. Jones Fee	MSPC	10/10/1930	632	170	Part of Schedule A-1 (Parcel 221
22	Harry G. West Fee	MSPC	10/10/1930	632	170	Part of Schedule A-1 (Parcel 22)
22	Fred L. Jones Albert P. Jones Fee	MSPC	10/14/1930	631	104	Part of Schedule A-1 (Parcel 22)
37	Howard Johnson	MSPC	10/16/1930	632	454	Part of Schedule A-1 (Parcel 37)
20	Roy H. Ferris Fee	MSPC	10/16/1930	632	166	Part of Schedule A-1 (Parcel 20)
22	Harry A. Bridges Fee	MSPC	10/16/1930	632	166	Part of Schedule A-1 (Parcel 22)
15	Wm. O. DePray Fee	MSPC	10/24/1930	631	437	Part of Schedule A-1 (Parcel 15)
22	Charles E. Cole Fee	MSPC	10/24/1930	631	433	Part of Schedule A-1 (Parcel 22)
22	Charles E. Pickering Fee	MSPC	10/24/1930	631	434	Part of Schedule A-1 (Parcel 22)
22	Arthur E. Smith Annie L. Smith Fee	MSPC	10/24/1930	631	434	Part of Schedule A-1 (Parcel 22)
22	Percival A. Stubbs Fee	MSPC	10/30/1930	631	438	Part of Schedule A-1 (Parcel 22)
22	Arthur E. Bragdon Fee	MSPC	11/4/1930	631	436	Part of Schedule A-1 (Parcel 22)
22	Reuben R. Simpson Fee	MSPC	11/04/1930	631	435	Part of Schedule A-1 (Parcel 22)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
22	Percival A. Stubbs Fee	MSPC	11/5/1930	632	237	Part of Schedule A-1 (Parcel 22)
22	Fred S. Blodgett, et al. Fee	MSPC	11/5/1930	631	436	
16	Joshua L. Smith Charles T. Simmons Fee	MSPC	11/12/1930	632	236	Part of Schedule A-1 (Parcel 16)
22	Stanley D. Gray Fee	MSPC	11/13/1930	632	235	Part of Schedule A-1 (Parcel 22)
37	Elizabeth E. Sawyer, a/k/a Lizzie McDonald	MSPC	12/11/1930	633	88	Part of Schedule A-1 (Parcel 37)
36	Perpitia L. Emerson Fee	MSPC	12/13/1930	675	482	Part of Schedule A-1 (Parcel 36)
23c	Edwin C. Jones Fee	CSC	1/14/1931	632	492	Part of Schedule A-1 (Parcel 23)
23c	Elliott A. Quimby Fee	CSC	1/14/1931	633	87	Part of Schedule A-1 (Parcel 23)
23c	Margie A. Cunningham Fee	CSC	1/14/1931	632	579	Part of Schedule A-1 (Parcel 23)
37	Sewall C. Ginn	MSPC	1/19/1931	633	87	Part of Schedule A-1 (Parcel 37)
37	Flora F. Dorr	MSPC	1/20/1931	632	493	Part of Schedule A-1 (Parcel 37)
	E. Earl Herrick Fee	MSPC	2/5/1931	632	580	Part of Schedule A-1 (Parcel 13)
23c	Melvin Harriman Fee	CSC	2/13/1931	632	579	Part of Schedule A-1 (Parcel 23)
23c	Wiley C. Conary Fee	CSC	3/14/1931	633	262	Part of Schedule A-1 (Parcel 23)
23c	Louis Rapaport Fee	CSC	4/11/1931	634	132	Part of Schedule A-1 (Parcel 23)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
23c	John Bolduc Fee	CSC	4/11/1931	634	133	Part of Schedule A-1 (Parcel 23)
23c	Frank G. Bridges Fee	CSC	4/11/1931	634	133	Part of Schedule A-1 (Parcel 23)
23c	Reuben R. Simpson Fee	CSC	4/27/1931	633	445	Part of Schedule A-1 (Parcel 23)
23c	Edwin R. Witham, et al. Fee	CSC	5/20/1931	633	443	Part of Schedule A-1 (Parcel 23)
23c	Agnes Bridges, et al. Fee	CSC	5/25/1931	633	444	Part of Schedule A-1 (Parcel 23)
23c	Frederic W. Smith Fee	CSC	5/28/1931	633	445	Part of Schedule A-1 (Parcel 23)
	Alton N. Hutchins Fee	CSC	6/18/1931	633	484	Part of Schedule A-1 (Parcel 23)
	Albert B. Willins	CSC	6/18/1931	633	484	Part of Schedule A-1 (Parcel 23)
23c	Mary C. Horan Fee	CSC	6/25/1931	633	519	Part of Schedule A-1 (Parcel 23)
23c	George C. Bickford, et al. Fee	CSC	6/25/1931	633	520	Part of Schedule A-1 (Parcel 23)
40	Prentice E. Soper	MSPC	7/29/1931	635	345	Part of Schedule A-1 (Parcel 40)
40	Robert B. Randall	MSPC	7/29/1931	635	351	Part of Schedule A-1 (Parcel 40)
40	Richard G. Tunison	MSPC	7/29/1931	635	355	Part of Schedule A-1 (Parcel 40)
40	William P. Wharton	MSPC	7/29/1931	635	365	Part of Schedule A-1 (Parcel 40)
40	Clement R. Lee, et al	MSPC	7/29/1931	635	366	Part of Schedule A-1 (Parcel 40)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
40	Joseph B. Patterson	MSPC	7/30/1931	635	364	Part of Schedule A-1 (Parcel 40)
40	Paul Nolan	MSPC	7/30/1931	635	365	Part of Schedule A-1 (Parcel 40)
40	Gertrude M. Emery	MSPC	7/30/1931	635	370	Part of Schedule A-1 (Parcel 40)
40	Evelyn M. Buck	MSPC	7/31/1931	635	356	Part of Schedule A-1 (Parcel 40)
40	Nellie H. Atkins	MSPC	7/31/1931	635	356	Part of Schedule A-1 (Parcel 40)
40	Alvah G. Auchu	MSPC	7/31/1931	635	363	Part of Schedule A-1 (Parcel 40)
40	Eleanor Campbell French	MSPC	7/31/1931	635	372	Part of Schedule A-1 (Parcel 40)
40	Walter H. Gardner	MSPC	8/1/1931	635	368	Part of Schedule A-1 (Parcel 40)
40	Augusta H. Gardner	MSPC	8/1/1931	635	368	Part of Schedule A-1 (Parcel 40)
40	Fred S. Blodgett	MSPC	8/1/1931	635	369	Part of Schedule A-1 (Parcel 40)
40	Thomas F. Mason, et al	MSPC	8/4/1931	635	358	Part of Schedule A-1 (Parcel 40)
40	Abbie C. Jordan Homer H. Dunbar	MSPC	8/4/1931	635	359	Part of Schedule A-1 (Parcel 40)
40	Walter F. Gilliland	MSPC	8/4/1931	635	360	Part of Schedule A-1 (Parcel 40)
40	Carl D. Buck	MSPC	8/4/1931	635	361	Part of Schedule A-1 (Parcel 40)
40	Hermine Ehlers	MSPC	8/4/1931	635	362	Part of Schedule A-1 (Parcel 40)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
23c	Wilbrod Bouchard, et al. Fee	CSC	8/4/1931	635	329	Part of Schedule A-1 (Parcel 23)
40	Viola Brownelle	MSPC	8/5/1931	635	348	Part of Schedule A-1 (Parcel 40)
40	Caroline S. Otis	MSPC	8/5/1931	635	349	Part of Schedule A-1 (Parcel 40)
40	Ethel B. Snow	MSPC	8/5/1931	635	359	Part of Schedule A-1 (Parcel 40)
40	Nora I. Leach	MSPC	8/6/1931	635	346	Part of Schedule A-1 (Parcel 40)
40	Everett P. Wilder	MSPC	8/6/1931	635	347	Part of Schedule A-1 (Parcel 40)
40	Lauriston G. Leach	MSPC	8/6/1931	635	349	Part of Schedule A-1 (Parcel 40)
40	Dennis R. Soper	MSPC	8/6/1931	635	362	Part of Schedule A-1 (Parcel 40)
40	Frances C. Homer	MSPC	8/11/1931	635	367	Part of Schedule A-1 (Parcel 40)
40	Leslie E. Little	MSPC	8/12/1931	635	371	Part of Schedule A-1 (Parcel 40)
40	Stella G. Streeter	MSPC	8/13/1931	635	357	Part of Schedule A-1 (Parcel 40)
40	Will L. White	MSPC	8/14/1931	635	350	Part of Schedule A-1 (Parcel 40)
40	Albion R. Soper	MSPC	8/14/1931	635	352	Part of Schedule A-1 (Parcel 40)
40	J. E. Soper, et al	MSPC	8/14/1931	635	354	Part of Schedule A-1 (Parcel 40)
40	F. M. Pierce	MSPC	8/15/1931	635	346	Part of Schedule A-1 (Parcel 40)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
40	Joseph Buck	MSPC	8/18/1931	635	352	Part of Schedule A-1 (Parcel 40)
40	John A. Soper	MSPC	8/29/1931	635	353	Part of Schedule A-1 (Parcel 40)
40	Frances S. Keener	MSPC	8/29/1931	635	372	Part of Schedule A-1 (Parcel 40)
23c	Horace L. Gould Fee	CSC	9/24/1931	635	567	Part of Schedule A-1 (Parcel 23)
23c	Eliza P. Swazey Fee	CSC	10/8/1931	635	568	Part of Schedule A-1 (Parcel 23)
23c	Nellie M. Franklin Fee	CSC	10/10/1931	635	568	Part of Schedule A-1 (Parcel 23)
23c	Frank E. Baldwin Fee	CSC	11/2/1931	637	182	Part of Schedule A-1 (Parcel 23)
	Henry A. Buck Fee	CSC	2/25/1932	637	183	Part of Schedule A-1 (Parcel 23)
39	Central Maine Power Company Fee	MSPC	2/26/1934	643	224	Part of Schedule A-1 (Parcel 39)
38	MSPC	David C. Buck	6/27/1934	645	444	Part of Schedule A-1 (Parcel 38)
38	MSPC	Annie E. Ames	6/27/1934	645	194	Part of Schedule A-1 (Parcel 38)
38	MSPC	C. L. Farmer	6/27/1934	649	5	Part of Schedule A-1 (Parcel 38)
38	MSPC	J. Frank Ames	6/27/1934	646	268	Part of Schedule A-1 (Parcel 38)
38	MSPC	Russell Johnson	6/27/1934	658	334	Part of Schedule A-1 (Parcel 38)
	Central Maine Power Company Fee	CSC	7/31/1935	648	332	Part of Schedule A-1 (Parcel 23)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
38	MSPC	Guy C. Emerson	8/31/1935	648	243	Part of Schedule A-1 (Parcel 28) and Part of Schedule A-1 (Parcel 38)
38	MSPC	C. L. Farmer	9/18/1935	648	299	Part of Schedule A-1 (Parcel 38)
24	Bucksport Water Company Fee	MSPC	11/30/1935	648	556	Part of Schedule A-1 (Parcel 24)
23a, 23b and 23c	Central Maine Power Company Fee	MSPC	12/30/1935	650	467	Part of Schedule A-1 (Parcel 23)
	Leslie E. Little	SRPC	8/17/1951	749	115	Schedule A-82 (See Deed 635/371)
	Robert B. Randall	SRPC	8/18/1951	749	100	Schedule A-68 (See Deed 635/351)
	Nathan P. Walton, Jr. Josephine R. Walton	SRPC	8/18/1951	749	105	Schedule A-72
	Sarah S. Bauman	SRPC	8/18/1951	749	106	Schedule A-73
	Ruth Millspaugh, et al	SRPC	8/18/1951	749	106	Schedule A-73
	Richard W. Estabrook Elizabeth P. Estabrook	SRPC	8/18/1951	749	108	Schedule A-75
	Harold S. Chase	SRPC	8/18/1951	749	109	Schedule A-76
	Walter S. Jones	SRPC	8/18/1951	749	110	Schedule A-77
	Ernest E. Baker Agnes M. Baker	SRPC	8/18/1951	749	111	Schedule A-78
	Ann R. Breen	SRPC	8/18/1951	749	112	Schedule A-79 (see prior deed 635/363)
	Jessie N. Blodgett	SRPC	8/21/1951	749	114	Schedule A-81 (See Deed 635/369)
	Vivian V. Rockwood Hine	SRPC	8/23/1951	749	103	Schedule A-70 (See prior deed 635/356)
	Granville H. Doughty	SRPC	8/23/1951	749	125	Schedule A-84
	Stella G. Streeter	SRPC	8/31/1951	749	104	Schedule A-71 (See prior deed 635/357)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
	Cynthia H. Sumner	SRPC	8/31/1951	749	116	Schedule A-83
	Edith O. Tunison	SRPC	9/5/1951	749	102	Schedule A-69 (See deed 635/355)
	Ella E. Page	SRPC	9/14/1951	749	113	Schedule A-80
	Central Maine Power Company	SRPC	4/2/1952	749	107	?
	Central Maine Power Company	SRPC	4/2/1952	749	107	Schedule A-74
	George D. Bearce	SRPC	7/18/1952	749	201	Schedule A-85
	Everett P. Wilder	SRPC	7/21/1952	747	301	Schedule A-61 (See prior deed 635/347)
	Arthur G. Dunbar	SRPC	7/21/1952	747	304	Schedule A-64 (See deed 635/372)
	Stephen A. Barry and Marvia P. Barry	SRPC	7/23/1952	747	305	Schedule A-65
	Herbert M. Soper Mildred B. Soper	SRPC	7/23/1952	747	307	Schedule A-67 (see deed 635/353)
	Joseph E. Soper	SRPC	7/26/1952	747	300	Schedule A-60 (See deed 635/345 and deed 635/352)
	Charlton P. Stubbs and Pearl D. Stubbs	SRPC	7/30/1952	747	306	Schedule A-66 (See deed 635/365-2)
	Owen L. Gray	SRPC	8/10/1952	747	302	Schedule A-62
	Hazel E. Woodworth Edna B. Woodworth	SRPC	8/12/1952	747	303	Schedule A-63 (Possibly the s/a 635/357)
	Gertrude M. Emery	SRPC	8/12/1952	751	124	Schedule A-88 (See Book 635/370)
	J. Albert Giard Blanche E. Giard	SRPC	8/14/1952	751	122	Schedule A-860 (See prior deed 635/345)
	Doris L. Nowland Stella G. Streeter	SRPC	9/11/1952	751	123	Schedule A-87 (Possibly Book 635/357)
	Owen L. Gray	SRPC	9/7/1957	802	584	Schedule A-89

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
	Silver Lake Cemetery Corporation Fee	SRPC	9/18/1957	804	447	Schedule A-12 (Remaining land of 631/106)
	Vera F. Roberts Reginald V. Roberts	SRPC	9/26/1957	806	78	Schedule A-90
	Joseph T. Stockbridge, Jr.	SRPC	11/13/1957	807	485	Schedule A-91 (see deed 635/366)
	Robert W. Baker	SRPC	11/13/1957	807	487	Schedule A-92
	Helen C. Lynch	SRPC	11/25/1957	808	7	Schedule A-93
	Lucile K. Buck Clarinda D. Buck	SRPC	4/21/1958	815	334	Schedule A-94
	E. L. Goodwin	SRPC	4/23/1958	820	260	Schedule A-96
	Henry G. Saumsiegle Alice L. Saumsiegle	SRPC	6/25/1958	820	177	Schedule A-95
	Helen P. Chipman Fee	SRPC	7/31/1959	844	484	Schedule A-13
	Winston C. Ferris	SRPC	12/10/1960	877	234	Schedule A-97
	Central Maine Power Company Fee	SRPC	3/15/1965	979	144	Schedule A-98
	Bucksport Water Company	Champion International Corporation	10/16/1989	1779	89	

COUNTY

TOGETHER WITH the land and rights reserved in the deed to the Inhabitants of the Town of Orland dated March 21, 2011 and recorded in the Hancock County Registry of Deeds in Book 5621, Page 174, all rights to divert the water of the Eastern or Narramissic River by pipe or otherwise, and all riparian rights acquired by the Maine Seaboard Paper Company, including without limitation the rights acquired from the following parties by deeds dated and recorded in said Hancock Registry of Deeds as follows, namely:

	Grantor		Date	Book	Page
	Alice J. Clements		June 18, 1930	630	243
	Percy F. Moore		June 23, 1930	630	238
	A. R. Soper et al.		June 20, 1930	629	483
	Lysle P. Saunders		June 23, 1930	629	487
	A. R. Soper et al.		June 20, 1930	629	483
	Llewellyn Harriman		June 23, 1930	629	486
	Byron E. Colby		June 23, 1930	629	487
	Clara Russell et al.		June 18, 1930	630	241
	Albert H. Eldridge		June 23, 1930	630	239
	Russell E. Grey		June 23, 1930	630	239
	Isaac F. Dorr		June 18, 1930	630	240
	Carrie M. Buck et al		June 18, 1930	630	242
	A. R. Soper et al.		June 18, 1930	629	484
	James Holt		June 18, 1930	629	536
	H. H. Dunbar		June 18, 1930	630	244
	Rising Sun Lodge 71 F. & A. M.		June 18, 1930	629	482
	A. R. Soper		June 20, 1930	629	485
	Homer H. Mooney		June 23, 1930	630	243
	Elizabeth E. Sawyer		Dec. 11, 1930	633	88
	Carrie A. Staples		June 18, 1930	629	481
	G. H. Randall		June 23, 1930	630	241
	Alvin E. Gowen		June 18, 1930	630	237
	Walter L. Brewster		July 9, 1930	629	515
	A. R. Soper		June 18, 1930	629	485
	Emma A. Cotton		June 18, 1930	629	535
	Alice P. Gray		June 18, 1930	630	282
	Flora F. Dorr		Jan. 20, 1931	632	493
	Homer H. Dunbar		July 9, 1930	630	284
	Howard Johnson		Oct. 16, 1930	632	454
	Ella M. Saunders		June 23, 1930	629	495
	Sewall C. Ginn		Jan. 19, 1931	633	87

TOGETHER WITH the land and rights reserved in the deed to the Inhabitants of the Town of Orland dated March 21, 2011 and recorded in the Hancock County Registry of Deeds in Book 5621, Page 174, all rights to divert the water of the Eastern or Narramissic River by pipe or otherwise, and all riparian rights reserved by the Maine Seaboard Paper Company, including without limitation the rights reserved from the following parties by deeds dated and recorded in said Hancock Registry of Deeds as follows, namely:

	Grantee		Date	Book	Page
	C. L. Farmer		Sept. 18, 1935	648	299
	Annie E. Ames		June 27, 1934	645	194
	David C. Buck		June 27, 1934	645	444
	Russell Johnson		June 27, 1934	658	334
	C. L. Farmer		June 27, 1934	649	5
	J. Frank Ames		June 27, 1934	646	268
	Guy C. Emerson		Aug. 31, 1935	648	243

TOGETHER WITH all riparian rights reserved to the waters of the Eastern or Narramissic River, so far as the same are appurtenant to or are included with the ownership of the land and rights conveyed in the deed to the Inhabitants of the Town of Orland dated March 21, 2011, and recorded in the Hancock County Registry of Deeds in Book 5621, Page 174, including the right to divert the waters of the Eastern or Narramissic River away from said conveyed premises, by pipe or otherwise.

TOGETHER WITH Grantor's Unlimited-Water Use Rights reserved in the deed to the Inhabitants of the Town of Orland dated March 21, 2011 and recorded in the Hancock County Registry of Deeds in Book 5621, Page 174, in which the Town of Orland acknowledged that Grantor has in the past and will continue in the future to divert the water of the Eastern or Narramissic River for use at Grantor's property in the Town of Bucksport, and hereby covenants and agrees that Grantor, its successors and assigns forever, may continue so to divert said water without limitation and regardless of whether said water is detained or unreasonably diminished in volume, at Grantor's sole discretion.

TOGETHER WITH:

a. The 10-foot strip described in the Release Deed from Verso Bucksport LLC to the Inhabitants of the Town of Bucksport dated January 19, 2011 and recorded in said Registry of Deeds in Book 5568, Page 333.

b. The Aqueduct Easement area and the fifteen-foot right of way described in Release Deed from Verso Bucksport LLC to Verso Androscoggin LLC dated as of January 29, 2015 and recorded in said Registry of Deeds in Book 6345, Page 257.

c. The rights reserved in the Quitclaim Deed with Covenant from Bucksport Mill LLC to Bucksport United Methodist Church dated March 6, 2019 and recorded in Book 6939, Page 523.

EXCEPTING from the property described in this Exhibit B:

a. Property on Silver Lake Road, Bucksport conveyed by deed from Verso Bucksport LLC to the Inhabitants of the Town of Bucksport dated January 19, 2011 and recorded in said Registry of Deeds in Book 5568, Page 333.

b. The fee title to the land and rights and easements granted in the deed from Bucksport Verso LLC to the Inhabitants of the Town of Orland dated March 21, 2011 and recorded in the Hancock County Registry of Deeds in Book 5621, Page 174.

c. The land conveyed by deed from Verso Bucksport LLC to Verso Androscoggin LLC dated as of January 29, 2015 and recorded in said Registry of Deeds in Book 6345, Page 257.

d. The fee title to the land granted in the Quitclaim Deed with Covenant from Bucksport Mill LLC to Bucksport United Methodist Church dated March 6, 2019 and recorded in Book 6939, Page 523.

HANCOCK COUNTY

EXHIBIT C

TERMS AND CONDITIONS APPLICABLE TO THE WATER TRANSMISSION EASEMENT, WATER EASEMENT AND ACCESS EASEMENT

Section 1. Certain Definitions. In addition to other defined terms set forth in this Exhibit C and elsewhere in this Deed, the following terms as used in this Exhibit C will each have the meaning assigned in this Section 1:

(a) "**Available Water**" means the volume of Water defined below as available for delivery from Silver Lake through the Downstream Infrastructure each day that corresponds the following water elevations at Silver Lake, all as measured at the Silver Lake Gauge:

(i) whenever the water level at Silver Lake is within the Standard Range of Water Elevation, the "Available Water" is 12.5 MGD;

(ii) whenever the water level at Silver Lake is lower than 124 feet above MSL but higher than 122 feet above MSL, the "Available Water" is 8.5 MGD;

(iii) whenever the water level at Silver Lake is lower than 122 feet above MSL but higher than 120 feet above MSL, the "Available Water" is 4.5 MGD;

(iv) whenever the water level at Silver Lake is lower than 120 feet above MSL but higher than 118 feet above MSL, the "Available Water is 2.0 MGD; and

(v) whenever the water level at Silver Lake is at or below 118 feet above MSL, the "Available Water" is zero (0) MGD.

(b) "**BuckGen**" means Bucksport Generation LLC, a Delaware limited liability company.

(c) "**BuckGen Parcel**" means Lot 1 depicted on the Subdivision Plan and all easements and rights appurtenant to Lot 1.

(d) "**BuckGen Water Supply Easement**" means that certain Water Supply Easement dated on or about the date hereof from Grantor to BuckGen and recorded in the Registry of Deeds herewith.

(e) "**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in Portland, Maine, are authorized or required by law to be closed.

(f) "**Commencement of Commercial Operations**" means the earlier of (i) the date that the first salmon are at the facility to be constructed on the Whole Oceans Parcels, and (ii) the date the cohort of eggs intended for hatching and commercial sale are delivered to the facility to be constructed on the Whole Oceans Parcels.

(g) "**Consumer Price Index**" means the Consumer Price Index, All Urban Consumers (CPI-U), All Items, U.S. City Average (1982 - 84 = 100), prepared by the United States Department of Labor, Bureau of Labor Statistics; or if such index is no longer prepared, another comparable index prepared by the United States Department of Labor, Bureau of Labor Statistics or by other governmental agencies as the parties shall mutually agree.

(h) "**Downstream Infrastructure**" means that portion of the Fresh Water Supply System running from Silver Lake to the Mill Property, for the delivery of water from Silver Lake to the Total Property, including without limitation an intake structure in Silver Lake, a pipeline and a filter house, certain water control equipment and structures associated with such intake, pipeline and filter house and

all aqueducts, pipelines, pumps, filters, communication equipment, structures, and all facilities used or useful in connection with the delivery of water from Silver Lake to the Total Property.

(i) "**Fiscal Year**" means the 12-month period beginning on each July 1.

(j) "**Grantor Retained Parcels**" shall mean Lots 3 and 4 depicted on the Subdivision Plan.

(k) "**Lake Management Plan**" means that certain management plan adopted by Grantor entitled "Verso Paper Corp. Lake Level Management Plan", last revised March, 2015.

(l) "**MGD**" means million gallons per day

(m) "**MSL**" means mean sea level as established by the United States Geodetic Survey Datum.

(n) "**Registry of Deeds**" means the Hancock County (Maine) Registry of Deeds.

(o) "**Silver Lake Gauge**" means the existing measurement point in Silver Lake to which the intake pipe to the filter house is connected.

(p) "**Silver Lake Indenture**" means that certain Indenture between Bucksport Water Company and Maine Seaboard Paper Company, dated November 30, 1935 and recorded in the Hancock County Registry of Deeds in Book 648, Page 556, as amended by that certain Indenture between Bucksport Water Company and Champion International Corporation (successor in interest to Maine Seaboard Paper Company), dated October 16, 1989 and recorded in said Registry of Deeds in Book 1779, Page 89.

(q) "**Standard Range of Water Elevation**" shall mean the water level in Silver Lake being between 124 feet and 128 feet above MSL, measured at the Silver Lake Gauge.

(r) "**Subdivision Plan**" shall mean that certain Subdivision Plan entitled "Amended Subdivision Plan for Bucksport Mill, LLC Bucksport Generation LLC 2 River Road – Bucksport, Hancock County, Maine," sheet 1 of 3, dated March 19, 2019, and recorded in the Hancock County Registry of Deeds as Mapfile 46, Number 11.

(s) "**Total Property**" means the Whole Oceans Parcels, the Grantor Retained Parcels, and Lot 1 as depicted on the Subdivision Plan.

(t) "**Upstream Water System**" means that portion of the Fresh Water Supply System, including Toddy Pond and extending from Toddy Pond in Orland to and through Alamoosook Lake, and further extending from Alamoosook Lake to Silver Lake in Bucksport, together with the Silver Lake Dam, and together with all of Grantor's rights in and to such lakes and ponds, the dams, and all water control equipment and structures associated with such lakes and ponds, and the aqueducts, pipelines, pumps, filters, communication equipment, structures, and all facilities used or useful in connection with such dams, water control equipment and structures, aqueducts, pipelines, pumps, filters, communication equipment, and structures.

(u) "**Water**" means water delivered from Silver Lake in Bucksport, Maine through the Fresh Water Supply System to all or any portion of the Total Property,

Section 2. Water Management.

(a) In order to increase the likelihood of sufficient water in the Fresh Water Supply System for itself, Grantee, BuckGen and other users of water from the Fresh Water Supply System as provided in this Exhibit C, Grantor agrees to use its good faith efforts to maintain the water elevation at Silver Lake within the Standard Range of Water Elevation. In so doing, Grantor agrees to operate the Silver Lake Water System as provided in the Lake Management Plan, as the same may be amended from time to time. Grantor shall periodically measure the water level at the Silver Lake Gauge (the "**Water Level Measurement**") and provide to Grantee and BuckGen a report of such measurement. So long as the water levels at Silver Lake, measured at the Silver Lake Gauge, are within the Standard Range of Water Elevation, such reports shall be made no less often than once a month.

(b) If at any time the water level at Silver Lake should fall below the Standard Range of Water Elevation, i.e., 124 feet above MSL (i) the allocation provisions of Section 3(a) shall apply; (ii) Grantor shall use its good faith efforts to raise such water level back to within the Standard Range of Water Elevation, consistent with the Lake Management Plan; (iii) the sale pursuant to Section 3(c) of any water from the Fresh Water Supply System to any "Outside User" (as defined below) shall be suspended; (iv) Grantor shall make Water Level Measurements no less frequently than once per week and report the same to the parties hereto at or before the end of the day; and (v) the parties hereto shall promptly meet and work in good faith to coordinate efforts to minimize the impact of the reduced water level, given the nature of their respective operations and need for Water, and to determine what, if any, steps can be taken to reduce water usage or defer anticipated heavy water usage, given the nature of their respective operations and need for Water.

(c) If at any time the water level at Silver Lake should fall below 122 feet above MSL, Grantor's obligation to make and report Water Level Measurements pursuant to Section 2(b)(iv) above shall be increased in frequency to no less than once per day.

Section 3. <u>Allocation of Water</u>.

(a) During any period of time when the water elevation at Silver Lake is below the Standard Range of Water Elevation, and subject in all respects to (i) the limitations imposed on Grantor under the Silver Lake Indenture, (ii) all applicable laws, rules, regulations, ordinances and orders of any governmental authority or court of competent jurisdiction, (iii) the terms and conditions set forth in this Deed, and (iv) the amount of Available Water, Water shall be allocated among Grantor, Grantee and BuckGen with the following priority:

(A) Subject to clauses (C) and (D) below, each of BuckGen and Grantee shall have the right each day to use fifty-percent (50%) of the Available Water.

(B) Subject to clauses (C) and (D) below, in the event that on any day either BuckGen or Grantee does not use all of the Water it is entitled to pursuant to Clause (A) above, then the other party may request from the first party the right to use the first party's unused allocation of Water, assent to which request shall be granted except to the extent that the first party reasonably determines that it will need additional Water that day.

(C) Notwithstanding Clauses (A) and (B) above and Clause (D) below, on any day when BuckGen is required by ISO New England, Inc. (or similar successor and/or replacement entity) to operate the energy-producing equipment located on the BuckGen Parcel, then BuckGen shall have the first priority right to use the first 2.5 MGD of Available Water from and after the receiving of a notice to operate and each day thereafter until such time

as it is no longer required to operate such equipment. The next 2.5 MGD of Available Water shall be allocated to Grantee. All Available Water in excess of such 5 MGD shall be shared in accordance with Clauses (A) and (B) above and Section 3(b) below. BuckGen shall promptly provide notice to Grantee and Grantor in the event it is taking Water pursuant to the priority afforded to it by this Clause (C), it being understood that BuckGen may not be able to provide such notice in advance of so using Water.

(D) Grantor reserves the right to (i) utilize for itself and its successor owners of the Fresh Water Supply System or (ii) sell to third-parties who purchase all or any portion of the Grantor Retained Parcels (collectively, "**Third Party Mill Property Users**" and each individually a "**Third Party Mill Property User**"), up to one (1) MGD of Available Water in the aggregate for use in connection with all or any portion of the Total Property. Such right to use or purchase water shall be allocated among all parties entitled to use or purchase Available Water under this Clause D such that the total of all Available Water used or sold under this Clause D shall not exceed 1 MGD. In order to exercise this right Grantor or any Third Party User must:

(i) if Grantor is the party utilizing such Water, it shall provide Grantee and BuckGen at least 90 days written notice of its intent to begin utilizing such Water; or

(ii) if the user will be a Third Party Mill Property User (and not Grantor), such party shall enter into an agreement reasonably acceptable to Grantee and BuckGen prior to utilizing any Water and will be subject to the notice provisions set forth in clause (i) above and will, among other things acknowledge the rights of Grantee hereunder and BuckGen under the BuckGen Water Supply Easement.

(b) If Grantor or a Third Party Mill Property User who has executed an agreement as outlined in Section 3(a)(D)(ii) above provides notice contemplated by Clause (D), as applicable, then clause (A) above shall be deemed to be modified during such time as Grantor or such Third Party Mill Property User has rights to the Water to provide for sharing of Available Water 40% to each of Grantee and BuckGen, and 20% to Grantor and/or such Third Party Mill Property User, until such time as Grantor and/or such Third-Party User has reached its or their aggregate limit of one (1) MGD, at which time the allocation of Available Water shall revert back to the 50/50 sharing agreement between Grantee and BuckGen as described in Clause A above. For clarification, Clause (D) shall not modify BuckGen's priority right to the first 2.5 MGD of Available Water from and after the receiving of a notice to operate described in Clause (C), which right shall have priority over any such use by Grantor or any such Third Party Mill Property User.

(c) During any period of time when the water elevation at Silver Lake is at or above the lower end of the Standard Range of Water Elevation, up to 1 MGD of Water may be sold by Grantor to a third party other than a Third Party Mill Property User (an "**Outside User**") so long as it does not affect or reduce the availability of Water below the lower end of the Standard Range of Water Elevation, subject to the user covenants in Section 6(b) below.

Section 4. **Sale; Water Consumption Fee.**

(a) Subject to the terms and conditions set forth in this Deed, Grantor hereby agrees in accordance with the priorities and allocation set forth in Section 3 above that Grantee shall have the right to withdraw Water from the Fresh Water Supply System. The foregoing notwithstanding, Grantee shall have no right to withdraw and Grantor has no obligation to permit Grantee to take, more than eight (8) MGD of Water (the "**Maximum Daily Amount**") on any given day. Grantee will from time to time give

Grantor not less than five (5) days written notice if it anticipates requiring more than five (5) MGD on any given day.

(b) In consideration of Whole Oceans' rights under this Exhibit C, beginning on the date that is the earlier of (x) the date of Commencement of Commercial Operations and (y) the date that is three (3) years from the Effective Date of this Deed, Grantee will pay to Grantor a fee (the "**Water Consumption Fee**") in accordance with the schedule below. The Water Consumption Fee shall be calculated in accordance with the schedule below and will be payable quarterly on July 15, October 15, January 15 and April 15 (each, a "**Payment Date**") of each year after Grantee first becomes obligated to pay the Water Consumption Fee:

(i) If Grantee's withdrawal of the Water from the Fresh Water Supply System for the preceding three-month period was at or below an average of one (1) MGD, the Water Consumption Fee payable by Grantee to Grantor is a flat fee of $25,000 for such three-month period (based on an annualized rate of $100,000), payable on the applicable Payment Date;

(ii) If Grantee's withdrawal of the Water from the Fresh Water Supply System for the preceding three-month period was above an average of one (1) MGD but at or below an average of two (2) MGD, the Water Consumption Fee payable by Grantee to Grantor is a flat fee of $50,000 for such three-month period (based on an annualized rate of $200,000), payable on the applicable Payment Date;

(iii) If Whole Oceans' withdrawal of the Water from the Fresh Water Supply System for the preceding three-month period was above an average of two (2) MGD up to a maximum of an average of five (5) MGD, the Water Consumption Fee payable by Grantee to Grantor is a flat fee of $87,500 for such three-month period (based on an annualized rate of $350,000), payable on the applicable Payment Date; and

(iv) If Whole Oceans' withdrawal of the Water from the Fresh Water Supply System for the preceding three-month period was above an average of five (5) MGD, the Water Consumption Fee for such three-month period payable by Grantee to Grantor is a flat fee of $87,500 plus $20,000 for each MGD of Water used by Grantee in average in excess of five (5) average MGD during such three-month period, payable on the applicable Payment Date. By way of illustration only, if the average MGD of Water withdrawn by Grantee during such three-month period was 6.2 MGD, the Water Consumption Fee for that three month period would be $127,000 ($87,500, plus $20,000 plus $20,000).

(c) The Water Consumption Fee shall increase by the higher of (x) 5%, and (y) the percentage increase in the Consumer Price Index from the applicable base year to the measurement date 5 years later, provided that there will be no downward adjustment, with the first base year being the twelve-month period beginning on the Commencement of Commercial Operation and the first such adjustment to take place on the fifth anniversary of the Commencement of Commercial Operation, with subsequent increases on each fifth anniversary thereafter.

(d) On or before each Payment Date, Grantee shall submit to Grantor a certification of the amount of Water withdrawn during the preceding three-month period, along with payment for such Water based on the above payment schedule. Grantor will have the right to contest any such certification delivered by or on behalf of Grantee and to inspect any books and records of Grantee and its advisors to confirm the amount set forth in each such certification. Any amounts due under this Section and not paid within ten (10) days when due shall accrue interest at the "WSJ Prime Rate" (as defined below) plus 100

basis points (the "**Default Interest Rate**"). The WSJ Prime Rate shall mean the rate of interest published in The Wall Street Journal from time to time as the "**U.S. Prime Rate**". If more than one Prime Rate is published in The Wall Street Journal for a day, the average of the Prime Rates shall be used, and such average shall be rounded up to the nearest one–quarter of one percent (.25%). If The Wall Street Journal ceases to publish the "U.S. Prime Rate", Grantor shall select a comparable publication that publishes such "U.S. Prime Rate", and if such prime rates are no longer generally published, then Grantor shall select a comparable interest rate index, at its reasonable discretion.

Section 5. **No Warranty as to Quality or Availability of Water.** Grantee acknowledges and agrees that Grantor is selling the Water without any covenants or warranties of any kind whatsoever, including, without limitation, no covenants or warranties about the quality of the Water or the availability of the Water. GRANTOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 6. **User Covenants.**

(a) Grantee hereby covenants and agrees as follows:

(i) Grantee will timely pay all amounts due under this Exhibit C, including, without limitation, its annual "R&M Fee", as defined in Section 8, and the Water Consumption Fee, in each case in accordance with this Exhibit C and will otherwise comply in all material respects with its obligations under this Exhibit C including, without limitation, the priority and allocation of Water set forth in Section 3, when applicable.

(ii) Grantee will not sell the Water to any third party.

(iii) Grantee will use the Water solely for the operation of its business and activities located on, and directly related to and supporting operation at, the Whole Oceans Parcels (the "**Business**") and such additional land that Grantee may acquire in the future, the use of which is directly related to, or supporting operation at, the Whole Oceans Parcels and for no other purpose. For the avoidance of doubt, there shall be no residential, municipal or domestic use of the Water.

(iv) Grantee will install, maintain, test and repair, and is solely responsible for, the installation, maintenance, repairing and testing of a meter in the Whole Oceans Connector Water Pipe and its related appurtenances (collectively, the "**Whole Oceans Meter**") to measure the quantities of the Water withdrawn by Whole Oceans. The Whole Oceans Meter, its location and installation process, shall be subject to the review and approval of Grantor, which approval will not be unreasonably withheld. Grantor and BuckGen will have the right to have the Grantee Meter tested from time to time to ensure its accuracy and Grantor and BuckGen, together with their respective agents, consultants and other representatives, shall have access to the Whole Oceans Meter at all times. Grantee shall install the Whole Oceans Meter prior to withdrawing any Water.

(v) Grantee will promptly, and in any event within thirty (30) days, provide Grantor written notice of the occurrence of the Commencement of Commercial Operations.

(b) If Grantor elects to sell Water to an Outside User, as provided in Section 3(c) above, such sale shall be pursuant to a written agreement wherein the Outside User agrees, among other things as Grantor shall require, that:

(i) it will comply with the priority and allocation of Water set forth in Section 3 of this Exhibit C, including a provision that its right to obtain Water will be suspended during any period of time when the water level in Silver Lake falls below the lower end of the Standard Range of Water Elevation;

(ii) it will not resell the Water to any third party;

(iii) the Water shall be used solely for the operation of its business and activities located on, and directly related to and supporting its operation at the Outside User's property specified in such written agreement, and shall specifically prohibit any residential, municipal or domestic use of the Water;

(iv) such Outside User shall install, maintain, test and repair, and be solely responsible for, the installation, maintenance, repairing and testing of a meter (the "**Outside User Meter**") to measure the quantities of the Water used by such Outside User, which Outside User Meter, and its location and installation process, shall be subject to the review and approval of Grantor, which approval will not be unreasonably withheld, which meter shall be installed and approved prior to accessing any Water;

(v) Grantee will have the right to have the Outside User Meter tested from time to time to ensure its accuracy and Grantee, together with its agents, consultants and other representatives, shall have access to the Outside User Meter at all times; and

(vi) That no modifications shall be made to the Downstream Infrastructure without the prior approval of Grantee, and that the installation and construction of any such approved modifications as well as any additional infrastructure required to provide Water to such Outside User, together with any repair, maintenance or replacement of the same, shall be paid for solely by such Outside User; and

(vii) That Grantee will be third-party beneficiaries of such written agreement to enforce the covenants and agreements of the Outside User set forth therein.

Grantor shall use commercially reasonable efforts to enforce such written agreement.

Section 7. **Maintenance Budgets and Capital Expenditure Plans.**

(a) Downstream Maintenance.

(i) Not less than once every three (3) years, Grantor shall engage a qualified third party engineer to assess and provide a written evaluation of the condition of the Downstream Infrastructure with respect to the integrity of the components and performance of the filtering process (each, a "**Downstream Engineering Assessment**"), who shall identify, and make recommendations for, required maintenance and capital repairs and/or replacements, if any, and proposed preventative maintenance and capital repairs and/or replacements, if any, that in the professional opinion of the engineer are reasonably required in order to provide for the reliable delivery of Water to the Total Property in quantities to satisfy the needs of Grantor, Whole Oceans, BuckGen under the BuckGen Water Supply Easement, any Third Party Mill Property

User, and any Outside User, if any, subject to limitations set forth herein, and to cause the filter station to operate at design standards, subject to customary wear and tear (the "**Baseline Operating Standards**") for the next five (5) Fiscal Years. A copy of each such Downstream Engineering Assessment shall be promptly shared with Grantee and BuckGen. The costs and expenses of such third party engineer shall be deemed maintenance costs and expenses and shall be paid from the "R&M Account" pursuant to Section 8 below.

(ii) On or before May 1 of each year, Grantor shall prepare and deliver to Grantee and BuckGen with respect to the Downstream Infrastructure: (i) a maintenance plan and budget (the "**Downstream Infrastructure Maintenance Budget**") for the next Fiscal Year in order to ensure that the Downstream Infrastructure can operate consistent with Baseline Operating Standards; (ii) a budget for anticipated capital repairs or improvements (the "**Downstream Infrastructure Capital Expenditure Plan**") for the next Fiscal Year and estimated to be incurred over the next five (5) Fiscal Years in order to ensure that the Downstream Infrastructure can operate consistent with Baseline Operating Standards; (iii) a proposed timeline for expenditures for the next Fiscal Year; (iv) a summary of maintenance and capital repairs and/or improvements that were performed with respect to the Downstream Infrastructure for the then ending Fiscal Year and costs incurred in connection therewith; and (v) an accounting of the expenditure of funds from the "R&M Account" (as defined below) during the then ended Fiscal Year, and any balance remaining. Grantor will share with Whole Ocean and BuckGen a draft of the Downstream Infrastructure Maintenance Budget and a draft of the Downstream Infrastructure Capital Expenditure Plan. Grantee will have the right to approve the Downstream Infrastructure Maintenance Budget and the Downstream Infrastructure Capital Expenditure Plan, but such approval shall be limited to whether or not such budget and plan is consistent with the recommendations of the engineer as set forth in the most recent Downstream Engineering Assessment.

(iii) If the parties cannot agree as to whether the Downstream Infrastructure Maintenance Budget or a Downstream Infrastructure Capital Expenditure Plan is consistent with the recommendations of the engineer as set forth in the most recent Downstream Engineering Assessment, the parties agree to negotiate with each other, in good faith, acting reasonably, to resolve any such disagreement. If such disagreement is not resolved by the parties, it shall be submitted to and decided by arbitration, as provided in Section 13 below.

(b) Upstream Maintenance.

(i) Simultaneously with the engagement of the engineer to provide the Downstream Engineering Assessment as provided above, Grantor shall engage the same engineer to assess and provide a written evaluation of the condition of the Upstream Water System with respect to the integrity of the components and performance of the pumping process (each, an "**Upstream Engineering Assessment**"), who shall identify, and make recommendations for, required maintenance and capital repairs and/or replacements, if any, and proposed preventative maintenance and capital repairs and/or replacements, if any, that in the professional opinion of the engineer are reasonably required in order to meet the "Upstream Baseline Standard" (as defined in Section 8(b) hereof) for the next five (5) Fiscal Years. A copy of each such Upstream Engineering Assessment shall be promptly shared with Grantee and BuckGen. The costs and expenses of such third party engineer shall be shared equally by Grantor and Grantee.

(ii) Simultaneously with the delivery of the Downstream Infrastructure Maintenance Budget as provided above, Grantor shall prepare and deliver to Grantee and BuckGen with respect to the Upstream Water System (i) a proposed maintenance plan and budget (the

"**Upstream Maintenance Budget**") for the next Fiscal Year; and (ii) a budget for anticipated capital repairs or improvements (the "**Upstream Water System Capital Expenditure Plan**") for the next Fiscal Year and estimated to be incurred over the next five (5) Fiscal Years, in both cases taking into account the recommendations set forth in the Upstream Engineering Assessment. Grantee shall have the right to review and propose, with a copy to BuckGen, commercially reasonable changes to the Upstream Water System Maintenance Budget and the Upstream Water System Capital Expenditure Plan, which proposed changes Grantor agrees to review and consider in good faith. Whether or not to undertake any such repairs and maintenance or capital expenditure as set forth in such budget and plan, and the method for paying for any such repairs and maintenance are governed by Section 8(b) hereof.

Section 8. Fees for Repair and Maintenance; Pumping; Insurance Proceeds.

(a) Downstream Infrastructure. On or before July 1 of each year during which the Easements shall be in effect, Grantor and Grantee shall each deposit the annual "**R&M Fee**" (as defined below), adjusted proportionately for any partial year that the Easements are in effect, in a separate bank account under the control of Grantor (the "**R&M Account**") to be withdrawn and used only for the costs and expenses related to the repair, maintenance, replacement and other improvements to the Downstream Infrastructure as needed to comply with the Baseline Operating Standards. If the cost of any such repair, maintenance, replacement or improvement exceeds the funds in the R&M Account ("**Excess Costs**"), the parties shall meet to determine if any of such work can be delayed until the next Fiscal Year, without jeopardizing the integrity of the Downstream Infrastructure, so as to eliminate the Excess Costs for that Fiscal Year. Without limiting the foregoing, if the existing filter house included in the Downstream Infrastructure requires any material repairs or replacements, unless both Grantor and Grantee agree to fund the cost of such material repairs and replacements, any repairs and replacements not agreed to by Grantor and Grantee shall be deferred and the parties shall negotiate in good faith to determine if some or any portion of the filter house functions should be by-passed, rather than performing such material repairs or replacements. If on July 1 of any Fiscal Year the balance in the R&M Account is at the "**R&M Fund Cap**" (as defined below) or above, the obligations of Grantee and Grantor to deposit their respective R&M Fee shall be suspended for that Fiscal Year. The R&M Fund Cap shall initially be $300,000, but will increase every five (5) years by the greater of (a) 5% and (b) the percentage increase in the Consumer Price Index from the applicable base year to the measurement date 5 years later, provided that there will be no downward adjustment, with the first base year being the twelve-month period beginning on the Commencement of Commercial Operation and the first such adjustment to take place on the fifth anniversary of the Commencement of Commercial Operations, with subsequent increases on every five (5) years thereafter. If on July 1 of any Fiscal Year the difference between the balance in the R&M Account and the R&M Fund Cap is less than the combined total of the annual R&M Fees for Grantor and Grantee for that Fiscal Year, the obligations of Grantee and Buck Mill to deposit their respective R&M Fee for that Fiscal Year shall be reduced such that each party shall deposit one-half of the amount necessary to bring the balance of the R&M Account up to the R&M Fund Cap. All funds in the R&M Account at any given time are referred to herein as the "**R&M Funds**". The R&M Funds shall be held by Grantor in a separate account and not co-mingled with other funds of Grantor and shall be released and used exclusively for the purposes set forth in this Section and Section 11(b). Such R&M Funds shall be accounted for annually as provided in Section 7(b) above. The annual R&M Fee payable by each of Grantee and Grantor shall initially be $50,000, but will increase every five (5) years by the greater of (a) 5% and (b) the percentage increase in the Consumer Price Index from the applicable base year to the measurement date 5 years later, provided that there will be no downward adjustment, with the first base year being the twelve-month period beginning on the Commencement of Commercial Operation and the first such adjustment to take place on the beginning of the first Fiscal Year that starts at least five years after Commencement of Commercial Operations, with subsequent increases on each fifth year thereafter.

(b) Upstream Water System. Contemporaneously with execution of the joinder to this Deed, Grantee has engaged Grantor in a separate agreement to salvage and sell existing water pumps owned by Grantee and currently located in a pump house situated on and over the Penobscot River on or adjacent to the Whole Oceans Parcels. The net sales proceeds from the sale of such salt water pumps shall be placed in a separate bank account under the control of Grantor (the "**Upstream R&M Account**") to be withdrawn and used only for the costs and expenses related to the "Approved Upstream R&M Costs" (as defined below). The costs of any Approved Upstream R&M Cost shall be paid first from the Upstream R&M Account. After the Upstream R&M Account has been reduced to zero dollars, the cost of such Approved Upstream R&M Costs shall be shared equally by Grantor and Grantee. At such time as there is an Approved Upstream R&M Cost, Grantor shall provide to Grantee a proposal for such costs and written request for funding (an "**Upstream Funding Request**"). To the extent that the Upstream Funding Request for Approved Upstream R&M Costs exceeds the available funds in the Upstream R&M Account, Grantor and Grantee shall fund 50% of such excess within thirty (30) days after such Upstream Funding Request. If either Grantor or Grantee pays more than its share as provided in the preceding sentence, the other party shall pay its share of such costs to the party that made the excess payment within five (5) days after receipt of an invoice, along with reasonable documentation supporting such costs. The term "**Approved Upstream R&M Costs**" shall be, and include, only those repair and maintenance costs pertaining to the pumps and pump house that pump water from Alamoosook Lake to Silver Lake, the pipeline running from Alamoosook Lake to Silver Lake, and related equipment, valves, filters, meters, water control equipment and the like, and which either (i) cost less than $10,000 for any single item or related item; or (ii) cost $10,000 or more and are approved by both Grantor and Grantee (or as determined by arbitration as provided below). For avoidance of doubt, Approved Upstream R&M Costs do not include any costs or expenses relating to any of the dams or the lakes within the Upstream Water System. If Grantor and Grantee are unable to agree upon the need for any repair and maintenance that cost $10,000 or more, as provided in clause (ii) above, either party shall have the right, to refer the matter to arbitration under Section 13 hereof. The standard to be used by the arbitrator is whether such repair and/or maintenance is needed to reasonably and dependably deliver water under normal conditions to Silver Lake in sufficient amounts so as to satisfy the water rights of all parties entitled to water from Silver Lake (based an assumed water level at Silver Lake at 124' MSL), including Grantor, Grantee, any Third Party Mill Property User, any Outside User, BuckGen and including the rights of Maine Water Company, or its successor or assign, under the Silver Lake Indenture (the "**Upstream Baseline Standard**"). If the arbitrator determines that such repair and maintenance is reasonably required to meet the Upstream Baseline Standard, such repair and maintenance shall be undertaken and, if such repair and maintenance is an Approved Upstream R&M Cost, Grantor and Grantee shall share equally in the cost of the same, to the extend such funds are not available in the Upstream R&M Account.

(c) Pumping from Alamoosook. If the amount of water in Silver Lake falls below 124 feet above MSL, at the request of, and to the extent requested by, Whole Oceans, Grantor shall pump water from Alamoosook Lake in an effort to raise the water level at Silver Lake, all in accordance with the Lake Management Plan. Grantee shall contribute toward the costs to operate the pumps at Alamoosook Lake based upon the same percentage as the Water obtained by Grantee during the preceding calendar year bears to all of the water obtained by all parties entitled to water from Silver Lake, including Grantor, Grantee, any Third Party Mill Property User, any Outside User, BuckGen and Maine Water Company, or its successor or assign, under the Silver Lake Indenture. By way of illustration only, if in the calendar year prior to pumping Grantee withdrew 400,000,000 gallons of water from Silver Lake and the total amount of water obtained by all parties from Silver Lake during such calendar year, including Grantee, was 600,000,000 gallons, then Grantee would contribute 66.7% toward the cost of operating the Alamoosook Pumps as provided above. Grantor shall provide notice to Grantee of the cost of any such pumping, along with reasonable documentation supporting such cost.

(d) Insurance. Either Grantor or Grantee shall have the right, but neither shall be obligated, to insure the Fresh Water Supply System, or any portion thereof, against such perils and for such amounts as the insuring party shall determine in its sole and absolute discretion. If either Grantor or Grantee elects to insure all or any portion of the Fresh Water Supply System, and if there is a loss to the Fresh Water Supply System for which insurance proceeds are received by the insured party, such insured party agrees to make such insurance proceeds available for restoration of any damage to the Fresh Water Supply System to the extent of such covered loss. For avoidance of doubt, nothing in this Section 8(d) obligates either Grantor or Grantee to insure the Fresh Water Supply System, or any portion thereof.

Section 9. Grantor's Covenants. Grantor hereby covenants and agrees as follows:

(a) Except during any period of time when Grantee's right to withdraw Water is suspended or terminated as provided in Section 10 or Section 11 hereof, Grantor shall use its good faith efforts to (i) comply with the Silver Lake Indenture, the Lake Management Plan and any lake level order or other private agreement pertaining to the Silver Lake Water System to which Grantor is a party and applicable law; and (ii) manage the Silver Lake Water System in a manner such that the amount of water in Silver Lake is at or above the lower end of the Standard Range of Water Elevation, including providing for commercially reasonable and ordinary repair and maintenance, subject to the sharing of costs as provided in Section 8(b) hereof. Good faith efforts mean, subject to commercially reasonable operating procedures and taking into account historical practices, pumping water from Alamoosook Lake, subject to sharing of costs as provided in Section 8(c) hereof, and, if necessary, releasing water from Toddy Pond, subject to any legal limitation (including, without limitation, the provisions of the Silver Lake Indenture, any changes in law and any condemnation or other taking by any governmental or quasi-governmental authority) on Grantor's ability to draw water from such lakes and maintaining the Silver Lake Water System to the extent necessary to facilitate sufficient water elevation in Silver Lake as provided in this subsection (a).

(b) Except during any period of time when Whole Ocean's right to acquire Water is suspended or terminated as provided in Section 10 or Section 11 hereof, Grantor shall use good faith efforts maintain the Downstream Infrastructure to the point of connection by Grantee and BuckGen to the extent reasonably necessary to facilitate continuous flow of water to BuckGen and the Whole Oceans Connector Water Pipe in the amounts necessary to allow BuckGen and Grantee to withdraw the Available Water as described herein and to comply with applicable law, it being understood that Grantor shall not be obligated to expend its own funds but shall utilize funds in the Downstream R&M Account in connection with such efforts. Notwithstanding the foregoing, Grantor's obligations under this subsection (b) shall be subject to there being sufficient funds in the R&M Account to fund the costs of any such maintenance, repair, replacement, upgrades or modifications. Except in the case of an emergency, Grantor shall provide not less than sixty (60) days' notice before undertaking any maintenance, repair, replacement, upgrade or modification that would adversely impact the ability of BuckGen or Grantee to withdraw Water as contemplated herein. Any such work, whether planned or brought about by emergency, shall be undertaken in such a manner so as to minimize the disruption to the flow of Water to BuckGen and Whole Oceans.

(c) If Grantor fails to satisfy in any material respect its obligations under subsection (b) of this Section with respect to the Downstream Infrastructure or fails to repair and maintain the Upstream Water System in accordance with subsection (a) of this Section resulting in or contributing to the water level at Silver Lake falling below the lower end of the Standard Range of Water Elevation, and such failure continues for thirty (30) days after written notice thereof to Grantor with a copy to BuckGen, or such shorter period of time as reasonable under the circumstances in the event of an emergency, Grantee shall have the right, but not the obligation, to perform such repair or maintenance or such obligations and recover the costs of such repair and maintenance from the Upstream R&M Account. To the extent that

there are insufficient funds in the Upstream R&M Account or insufficient insurance proceeds as provided in Section 8(d) hereof to fully reimburse Whole Oceans, Grantor shall reimburse Grantee for 50% of any such unreimbursed costs incurred by Grantee within forty-five (45) days after notice from Grantee setting forth the amount of such costs and providing reasonable documentation with respect thereto (a "**Reimbursement Request**"). If Grantor fails to reimburse Grantee for its share of such costs, as set forth in the Reimbursement Request within such 45-day period, Grantee may thereafter offset such amount against its R&M Fee and/or the Water Consumption Fee, and/or other funds due hereunder from Grantee to Grantor until fully recovered; provided, however, if on or before the end of such 45-day period Grantor notifies Grantee that it disagrees with the amount claimed by Grantee or with the right of Grantee to exercise its self-help right under this subsection (c) and demands arbitration under Section 13 hereof, then the parties will proceed to arbitration in accordance with Section 13 and Grantee shall not be entitled to offset any such amounts against its R&M Fees and/or the Water Consumption Fees or other funds until the conclusion of the arbitration or the parties otherwise agree. If the arbitration decision is that Grantee is entitled to reimbursement of its costs, such amount together with interest thereon from the date of the Reimbursement Request to the date of the arbitrator's decision at the Default Interest Rate shall be paid by Grantor to Grantee within ten (10) days after such arbitration decision is delivered to the parties. If not paid within such 10-day period, such amount, together with interest thereon from the date of the Reimbursement Request to the date of the arbitrator's decision at the Default Interest Rate, may thereafter be offset by Grantee against its R&M Fee and/or the Water Consumption Fees and/or other funds due hereunder from Grantee to Grantor, or otherwise recover from Grantor. If Grantor fails to object to the Reimbursement Request and demand arbitration within the 45-day period specified above, Grantor shall be deemed to have accepted the costs set forth in the Reimbursement Request.

(d) Grantor will otherwise comply in all material respects with its obligations under this Exhibit C.

Section 10. **Suspension.** If Grantee (a) is in default of any of its non-payment covenants in this Exhibit C, and, if capable of cure, such default continues for more than thirty (30) days after written notice from Grantor to Grantee specifying such failure, or (b) defaults in the timely payment of its R&M Fee, the Water Consumption Fee, or any other amount payable hereunder from Grantee to Grantor and such default continues for five (5) days, then subject to the Lender Protection provisions of Section 12 below, Grantor will have the right to suspend the performance of any of its obligations under this Exhibit C, and to suspend Grantee's right to withdraw Water from the Fresh Water Supply System, until such time as such overdue payments have been made and any such defaults have been cured. The foregoing notwithstanding, if the Whole Ocean's non-payment default is capable of being cured, but cannot reasonably be cured within thirty (30) days, then Grantee shall not be default hereunder so long as it commences such cure within such 30-day period and continues with diligence and in good faith to prosecute such cure to completion and such cure is in fact accomplished within one-hundred eighty (180) days and (y) for the first time in any calendar year that Grantee fails to timely pay its R&M fee, the Water Consumption Fee or any other amount when due, Grantee shall not be in default hereunder so long as it cures such default within five (5) days after written notice from Grantor specifying such default. Notwithstanding anything to the contrary in the foregoing, subject to the Lender Protection provisions of Section 12 below, Grantor will have the right to suspend the provision of Water to Grantee after ten days' notice to Grantee if Grantee is in default of its covenants set forth in Sections 6(a)(ii) or (iii), which suspension may continue until such prohibited activity ceases. The foregoing notwithstanding, if Grantee in good faith disputes any claim of default or failure of performance, and makes written demand for arbitration under Section 13 hereof, Grantor shall have no right to suspend its obligations or Grantee's rights hereunder, including the right to withdraw Water, on account of such disputed claim of default until such time as the arbitration process has completed with a finding in favor of Grantor and such default is not cured within the time period specified above, as measured from the date of entry of such decision. Notwithstanding anything to the contrary in this Deed, Grantor will have the right to immediately suspend

the provision of Water to Grantee if it violates its covenants set forth in Section 6(a)(ii) and/or (iii) for so long as such violation continues.

Section 11. Termination.

(a) The Easements may be released by Grantee at any time upon written notice to Grantor of not less than six (6) months. In order to effectuate such release, Grantee shall promptly record an instrument in the Registry of Deeds releasing to Grantor all of Grantee's rights under the Easements. Upon the recording of such release, Grantee shall have no further rights with respect to the Easements and no further rights or obligations under this Exhibit C, except as set forth in this Section 11. No such release shall affect any other rights of Grantee in any other property or rights conveyed to Grantee in this Deed.

(b) In addition, subject to the Lender Protection provisions of Section 12 below, the Easements may be terminated as follows:

(i) by mutual agreement of Grantor and Grantee, whereupon Grantee shall promptly execute and record a release in the Registry Deeds as provided in Section 11(a) above; or

(ii) by Grantor if (A) Grantee fails to timely pay its R&M Fee or the Water Consumption Fee or any other amount payable hereunder from Grantee to Grantor, and such failure continues for more than thirty (30) days after receipt by Grantee of written notice from Grantor setting forth the details of such failure (subject to the provisions of Section 11(c)) or (B) Grantor has rightfully suspended Grantee's rights under the Easements, including without limitation, the right to withdraw Water from the Fresh Water Supply System pursuant to Section 10 hereof for a non-payment default and the circumstance giving rise to such suspension is not cured within thirty (30) days after the commencement of such suspension; provided, however, that if Grantee in good faith disputes any claim of failure to pay or failure to perform that gave rise to the suspension under Section 10, and makes demand for arbitration as provided in Section 13 hereof, Grantor shall have no right to terminate the Easements on account of such disputed failure to pay or failure to perform until such time as the arbitration process has been completed with a finding in favor of Grantor and such failure is not cured within ten (10) days (for payment default) or thirty (30) days (for non-payment default) after the date that such arbitration decision is rendered and delivered to the parties hereto; or

(iii) by Grantor or Grantee if any in change in law, regulations or ordinances or any taking or other condemnation takes place that would make it legally or physically impracticable on a permanent basis for Grantor to comply with its obligations under this Exhibit C or for Grantee to exercise its rights under the Water Transmission Easement and the Water Use Easement; provided that in such event, Grantor shall comply with this Exhibit C and Grantee shall have the right to exercise its rights under the Water Transmission Easement and the Water Use Easement for so long as, and to the extent, legally permitted to do so or is physically able to do so, as applicable. If any such law, regulation or ordinance, or if any condemnation causes a non-permanent disruption of Grantor's ability to comply with its obligations hereunder or Grantee's ability to exercise its rights under the Water Transmission Easement and the Water Use Easement, those obligations of Grantor or those rights of Grantee under the Water Transmission Easement or the Water Use Easement, as applicable, rendered illegal or physically impractical, shall be suspended during the period such disruption exists, but Grantor shall comply with those obligations hereunder and Grantee shall have the right to exercise those Easement rights that are not so interrupted and Grantor shall use its good faith efforts to minimize any disruption and to commence any interrupted obligations as soon as legally able or physically practicable to do so,

provided that in no event shall Grantor be obligated to expend any funds in such effort or commence a lawsuit. Grantee shall have the right to challenge any such change in law, regulation or ordinances or condemnation or taking within ninety (90) days; within which period, and for so long as Grantee is diligently and in good faith pursuing such challenge, Grantor shall have no right to terminate the Easements pursuant to this Section 11(b)(iii).

(iv) By Grantor if Grantee makes a voluntary filing for bankruptcy or similar type of insolvency proceeding under federal of state laws or if an involuntary bankruptcy similar type of insolvency proceeding is filed against Grantee and such involuntary proceeding is not dismissed within sixty (60) days.

(c) Grantee shall have the right at any time and from time to time prior to termination of the Easements to extend the thirty (30) day cure period set forth in Section 11(b)(ii) above to ninety (90) days by delivering to Grantor a letter of credit drawn on a commercial United States bank in an amount equal to the greater of (i) $50,000 or (ii) 150% of the amount of the immediately prior Water Consumption Fee. Such Letter of Credit may be drawn upon by Grantor, up to the amount owed by Whole Oceans, only if such amount owed by Grantee is not paid by the end of such 90-day period, or if the matter is referred to arbitration as provided in Section 13 hereof, within the ten (10) day period referenced in Section 11(b)(ii) above. If at any time such letter of credit expires or is drawn down by Grantor, the cure period set forth in Section 11(b)(ii) shall revert to thirty (30) days, subject to Grantee right to again extend such cure period by renewing the letter of credit, or posting a new letter of credit, as the case may be, satisfying the requirements of this Section 11(c).

(d) In the event of any termination under Section 11(a) or 11(b) above, Grantee shall be responsible for the cost of any Water Consumption Fees and R&M Fees accrued prior to the date of termination, which payment obligations will survive the termination of the Easements. If the Easements are terminated under Section 11(a) above, Grantee shall be entitled to 25% of any R&M Funds remaining in the R&M Account as of the date of such termination notice plus 50% of any R&M Fees paid by Grantee after the date of such termination notice and prior to the effective date of such termination. If the Easements are terminated under Section 11(b)(i)(ii) or (iii) above, Grantee shall be entitled to 50% of any R&M Funds remaining the R&M Account as of the date of termination and Grantor shall be entitled to the balance in the R&M Account; provided, however, that if the Easements are terminated under Section 11(b)(ii) above, Grantor may offset any unpaid Water Consumption Fees and R&M Fees due from Grantee against Grantee's share of the R&M Account and the balance of Grantee's share of the R&M Account, if any, shall be returned to Grantee. Any obligation of a party accruing prior to such expiration or termination will survive the expiration or earlier termination of the Easements. If the Easements are terminated as provided in this Section 11, Grantor and Grantee shall promptly execute and record an instrument in the Registry of Deeds confirming such termination and releasing to Grantor all of Grantee's rights under the Easements.

Section 12. Lender Protection Provisions for Grantee.

(a) Notwithstanding anything to the contrary in this Exhibit C, Grantee, and its permitted successors and assigns, shall have the right to mortgage, pledge or collaterally assign its interests in the Easements, under one or more instruments, upon the condition that all rights acquired under such instruments shall be subject to each and all of the covenants, conditions and restrictions set forth in this Exhibit C and provided further that the holder of any such mortgage also has a mortgage on the Whole Oceans Parcel, or portion thereof. The term "**Mortgage**" as used in this Section shall include fee mortgages, deeds of trust, collateral or conditional assignments of Grantee's interest in the Easements and like instruments and all modifications, extensions, renewals and replacements thereto. The term "**Mortgagee**" shall mean the holder of a Mortgage.

(b) If Grantee and/or its permitted successors and assigns shall grant a Mortgage with respect to the Easements, and if Mortgagee shall send to Grantor written notice of such Mortgage specifying the name and address of the Mortgagee (an "**Eligible Mortgagee**"), Grantor agrees that so long as any such Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the holder to Grantor, the following provisions shall apply:

(i) There shall be no termination of the Easements under Section 11(b)(i) above and no modification of this Exhibit C that impacts the rights or obligations of Grantee without the prior written consent of such Eligible Mortgagee.

(ii) Grantor shall, upon serving Grantee with any notice of default, also serve a copy of such notice upon the Eligible Mortgagee, and no such notice of default to Grantee shall be effective unless and until a copy of such notice is delivered to each such Eligible Mortgagee. The Eligible Mortgagee shall thereupon have the same period as Grantee, after notice is given to such Eligible Mortgagee, to remedy or cause to be remedied the defaults complained of, and Grantor shall accept such performance by or at the instigation of such Eligible Mortgagee as if the same had been done by Grantee; provided, however, that in the event of default based upon Grantee's failure to timely pay its R&M Fee, the Water Consumption Fee, or any other amount when due, the Eligible Mortgagee shall have five (5) days after receipt of notice of such default to cure the same.

(iii) Anything herein contained notwithstanding, while such Mortgage remains unsatisfied of record, if any default shall occur which, pursuant to any provision of this Exhibit C, entitles Grantor to terminate the Easements, and if before the expiration of ten (10) days from the date of service of notice of termination upon such Eligible Mortgagee such Eligible Mortgagee shall have notified Grantor of its desire to nullify such notice and shall have paid to Grantor all fees and other payments herein provided for, and then in default, and shall have complied or shall commence the work of complying with all of the other requirements of this Exhibit C, if any, that are then in default, and shall prosecute the same to completion with reasonable diligence and cure such default within 30 days, (or if such default cannot reasonably be cured within 30 days, within such longer period of time as is reasonable under the circumstances so long as such Eligible Mortgagee commences such cure within such 30-day period and continues diligently and in good faith to complete such cure, but in no event shall the period be extended beyond 180 days) then in such event Grantor shall not be entitled to terminate the Easements and any notice of termination theretofore given shall be void and of no effect and the Easements shall be reinstated.

(iv) Grantee shall give the Eligible Mortgagee notice of any arbitration proceedings by the parties hereto and such Eligible Mortgagee shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that the Eligible Mortgagee shall not elect to intervene or become a party to such proceedings, Grantee will send the Eligible Mortgagee notice of, and a copy of any award or decision made in said arbitration proceedings.

(v) Each Eligible Mortgagee shall be a third-party beneficiary of the provisions of this Section and shall be entitled to enforce the provisions of this Section,. Notwithstanding the foregoing, Grantor shall upon request, execute, acknowledge and deliver to each Eligible Mortgagee, an agreement prepared at the sole cost and expense of Grantee in form satisfactory to such Eligible Mortgagee, Grantee and Grantor, agreeing to all of the provisions of this Section.

(vi) Any notice to be given to an Eligible Mortgagee shall be given in accordance with the notice procedures set forth in Section 15(b) hereof, at the address specified in the notice referenced in Section 12(b) or subsequent notice from an Eligible Mortgagee.

(c) Notwithstanding anything to the contrary in this Section, if any Mortgagee forecloses on its Mortgage, or takes an assignment of the Easements in lieu of foreclosure, it, and its successors and assigns, shall be only be entitled to withdraw Water only if it, or its successors or assigns, also own a portion of the Whole Oceans Parcels and have assumed in writing reasonably satisfactory to Grantor all of Grantee's obligations under this Exhibit C and have agreed to be bound by the provisions of this Exhibit C. In any event, the rights of such Mortgagee, or its successors and assign, shall be subject to terms and conditions set forth in this Exhibit C, including without limitation, the provisions of Section 3 and 4 above.

Section 13. Arbitration.

(a) All disputes (each, a "**Dispute**") under this Exhibit C will be resolved by arbitration in accordance with the provisions of this Section.

(b) Either party may commence an arbitration proceeding by serving a written notice (an "**Arbitration Notice**") on the American Arbitration Association and on the other party or parties involved not more than ninety (90) days after the expiration of the time period provided for the parties to resolve such Dispute (or any extension thereof that may be mutually agreed by the parties involved). The Arbitration Notice shall contain a reasonably detailed description of the Dispute and the remedy sought and shall set forth the name of the arbitrator selected by the party giving the Arbitration Notice. The parties receiving the Arbitration Notice shall, within fifteen (15) days after receipt thereof, serve a notice (the "**Reply Notice**") on the party commencing the arbitration. Each Reply Notice shall contain a reasonably detailed response to the claim (including any counterclaims and remedies sought) by the parties giving the Reply Notice. If none of the parties submitting Reply Notices include an objection to the arbitrator designated in the Arbitration Notice or if no Reply Notice is timely given, then the arbitrator named in the Arbitration Notice shall serve as a sole arbitrator under this Section. If the arbitrator designated in the Arbitration Notice is objected to in any Reply Notice, as promptly as practicable, and no later than twenty (20) days after the date of the Reply Notice, the American Arbitration Association shall select a single arbitrator. Except as otherwise provided in this section, any arbitration hereunder shall be administered (and if necessary an arbitrator selected) by American Arbitration Association in accordance with its Commercial Arbitration Rules, or if the Dispute involves a matter related to the construction, reconstruction, maintenance or repair, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

(c) The arbitration proceeding shall take place in Portland, Maine, or in such other location as the Parties involved may agree in writing. The arbitrator shall:

(i) promptly fix a time and place for receiving information from the parties in connection with the Dispute at hand; and

(ii) make his or her decision only in relation to matters expressly referred to such arbitrator in accordance with this Section.

All decisions of the arbitrator or by a majority of the arbitrators shall be final and binding upon the parties involved.

(e) During the continuation of the resolution of any Dispute arising under this Exhibit C and except as an arbitrator or a court having jurisdiction shall order otherwise, the parties shall continue to perform their obligations under this Exhibit C.

(e) Anything to the contrary in this Section notwithstanding, if any Dispute involves the rights and obligations of one or more third parties and any such third parties do not agree to the arbitration provisions set forth in this Section, either Grantor or Grantee will have the right to resolve any such Dispute in a court of competent jurisdiction located in the State of Maine.

Section 14. Force Majeure. Grantor shall not be liable to Grantee or be in default under this Exhibit C to the extent that any failure or delay by Grantor in performing its obligations under this Exhibit C is due to any Force Majeure (as defined below). As soon as practicable, but in no event later than five (5) Business Days after it becomes aware of the commencement of an occurrence that is a Force Majeure, Grantor will provide Grantee with notice in the form of a letter identifying the occurrence as a Force Majeure and describing in detail the particulars of the occurrence giving rise to the Force Majeure including the expected duration and effect of such Force Majeure and the steps that Grantor is taking to resume performance under this Exhibit C. Failure to provide timely notice shall not constitute a waiver of a claim of a Force Majeure. The suspension of performance due to a claim of a Force Majeure will be of no greater scope and of no longer duration than is required by the Force Majeure. Grantor will take, or cause to be taken, such action as is commercially reasonable to void, or nullify, or otherwise to mitigate, in all material respects, the effects of such Force Majeure, in taking such actions, it being understood that under no circumstances shall Grantor be obligated to spend any of its own funds in taking any such action. Grantor shall take commercially reasonable action to resume the normal performance of its obligations under this Exhibit C after the cessation of any Force Majeure, including any repairs to the Fresh Water Supply System that may be required as a result of any such Force Majeure event, it being understood that under no circumstances shall Grantor be obligated to spend any of its own funds in taking any such action. Without limiting the foregoing, in the event of such Force Majeure, Grantee shall have the right, at its sole cost and expense, to take such action as it determines as needed to void, or nullify, or otherwise to mitigate, in all material respects, the effects of such Force Majeure. For purposes hereof, "**Force Majeure**" means an event which (i) is not within the reasonable control of Grantor, (ii) was not caused by the acts, omissions, negligence, fault or delays of the Grantor, and (iii) by the prompt exercise of due diligence, Grantor is unable to overcome or avoid or cause to be avoided. Force Majeure may include, to the extent the conditions set forth in the preceding sentence are satisfied, any of the following: acts of God; acts of the public enemy, war, hostilities, invasion, insurrection, riot, civil disturbance, or order of any competent civil or military government; volcanoes, earthquakes, tidal waves, and similar geologic events and the effects thereof, abnormally severe weather events and resulting conditions (hurricanes, flooding, ice and snow, wind storms and drought); explosion or fire; malicious acts, terrorism, vandalism or sabotage; action or restraint by court order of any public or governmental authority not requested by Grantor or any affiliate of Grantor; the adoption, enactment or application to Grantor or its assets of any law or regulation or ordinance not existing or not applicable to Grantor or its assets on the Effective Date, or any change in any law or regulation or ordinance or the application thereof by a governmental authority after the Effective Date; and any taking or condemnation. Nothing in this Section 14 modifies, diminishes or otherwise affects Grantor's right to otherwise terminate the Easements in accordance with the terms set forth herein.

Section 15. Miscellaneous.

(a) This rights and obligations under the Easements touch and concern the land and shall constitute covenants running with the Easement Areas and Premises and shall inure to the benefit of and be binding upon Grantor, and any successor to or assignee of Grantor's interests in the Easement Areas (Grantor and such successors and assigns, the "Easement Areas Owner"), and Grantee and its successors and assigns, provided that, except as provided herein, Grantee will not assign any of its rights under the Easements in whole or in part or delegate any of its duties under this Exhibit C to any third party without the prior written consent of the then current Easement Areas Owner, which consent shall not be unreasonably withheld, conditioned or delayed, and provided further that Grantor may not assign or otherwise convey to any other party, other than to any party controlling, controlled by or under common control with Grantor, in any manner any of its rights and/or obligations in the Easement Areas or under this Exhibit C without first offering to assign such rights and obligations to BuckGen in consideration of one dollar. Grantee acknowledges that upon any change of control of Grantor, BuckGen shall have the right to require Grantor to assign all of its rights and interest under this Exhibit C to BuckGen in consideration of one dollar. Any such assignment from Grantor to BuckGen shall be in form and substance reasonably satisfactory to Grantee, and shall expressly include an assumption by BuckGen of all of Grantor's obligations hereunder and shall not alter Grantee's rights and obligations hereunder. Any assignment or delegation in violation of this Section will be void and of no force and effect. Notwithstanding the foregoing, Grantee shall have the right, without the consent of the then current Easement Areas Owner, but with not less than ten (10) days prior written notice to such Easement Areas Owner, to assign its rights under the Easements and this Exhibit C and together with such assignment delegate to the same party Grantee's duties hereunder, (i) to any party controlling, controlled by or under common control with Grantee provided that Grantee will not be relieved of its obligations under the Easements and this Exhibit C upon any such assignment; (ii) to any successor in interest of any part of the Premises who also acquires the business and activities located on, and directly related to and supporting operation at, the Premises, which third party (x) is, if such assignment occurs before the Commencement of Commercial Operations, reasonably acceptable to the then current Easement Areas Owner, and (y) assumes contemporaneously with such assignment in a writing reasonably acceptable to such Easement Areas Owner and BuckGen, all of Grantee's rights and obligations under this Exhibit C; and (iii) to any lender of Grantee as collateral security pursuant to Section 12 of this Exhibit C and to any third-party purchaser of such lender's interest in the Easements pursuant to any foreclosure or secured party's sale, or assignment in lieu thereof, provided that contemporaneously with such assignment such third party purchaser assumes in a writing reasonably acceptable to Grantor and BuckGen, all of Grantee's rights and obligations under this Exhibit C. Except as expressly set forth in this Agreement, there are no third-party beneficiaries to this Exhibit C.

(b) All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered personally, (ii) one business day after being sent by nationally recognized overnight delivery service, return receipt requested, or (iii) three business days after being deposited in the United States mail, certified and with proper postage prepaid, return receipt requested, addressed as follows:

HANCOCK

If to Grantor:
c/o American Iron & Metal Company, Inc.
9100 Henri-Bourassa E.
Montreal, QC H1E 2S4
Canada
Attn: General Counsel

If to Grantee:
Whole Oceans, LLC
P.O. Box 7561
2 Union Street
Portland Maine
04112 (P.O. Box)
04101 (street address)

With a copy to:
Pierce Atwood LLP
Merrill's Wharf
254 Commercial Street
Portland, Maine 04101
Attn: Commercial Real Estate Dept.

If to BuckGen:
Bucksport Generation LLC
2 River Road
Bucksport, ME 04416
Attention: Plant Manager & Legal Department
richardl@buckgen.com
daveb@buckgen.com
kylen@buckgen.com

Any party may change the address to which notices or other communications are to be directed to it by giving notice of such change to the other parties in the manner provided in this Section and recording such notice of change of address in the Registry of Deeds.

(c) The terms and conditions of the Water Transmission Easement, the Water Use Easement and the Access Easement are intended solely for the benefit of the parties hereto and their respective successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of such Easements.

(d) Nothing in this Deed creates or is intended to create an association, trust, partnership, joint venture or other entity or similar legal relationship between the parties, or impose a trust, partnership or fiduciary duty, obligation or liability on or with respect to either party. Neither party shall act as or be the agent or representative of the other party.

(e) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY OR WHICH MAY ARISE UNDER THIS DEED IS LIKELY TO INVOLVE COMPLICATED AND

DIFFICULT ISSUES AND, THEREFORE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS DEED.

(f) EACH PARTY HEREBY WAIVE ANY RIGHT TO SEEK OR OBTAIN ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES FROM ANY OTHER PARTY HERETO RESULTING FROM, OR ALLEGED TO BE RESULTING FROM, ANY VIOLATION OF, OR DEFAULT UNDER, THE TERMS AND CONDITIONS OF THIS EXHIBIT C.

Section 16. Purchase Rights.

(a) In the event that Grantor elects to sell all or any portion of the Fresh Water Supply System that is not an Excluded Transfer under Section 16(c), Grantor agrees that it will provide BuckGen and Grantee written notice of such election or proposed sale and (i) BuckGen shall have a ninety (90) day option to purchase the Fresh Water Supply System on the terms set forth in the BuckGen Water Supply Easement, such ninety (90) day period to commence upon receipt of such written notice, and (ii) if BuckGen does not exercise such purchase option within such 90-day period, it shall have waived any right to purchase the Fresh Water Supply System under the BuckGen Water Supply Easement or otherwise and the provisions of Section 16(b) shall apply. If BuckGen does acquire the Fresh Water Supply System as provided in the BuckGen Water Supply Easement, Grantee's right to purchase the Fresh Water Supply System as provided in this Section 16 shall continue after such acquisition.

(b) If BuckGen does not timely exercise its right to purchase the Fresh Water Supply System as provided in in the BuckGen Water Supply Easement, prior to offering the Fresh Water Supply System for sale to any other party or prior to such membership interest sale, as applicable, Grantor shall first offer in writing to sell the Fresh Water Supply System, or such portion thereof that it intends to sell, to Grantee for such price and upon such terms as Grantor shall determine (the "**Offer Notice** "). Grantee shall then have a period of fifteen (15) days after receipt of such Offer Notice within which to notify Grantor in writing that Grantee desires to accept such offer for the price and upon the terms stated in the Offer Notice. If Grantee elects to purchase the Fresh Water Supply System, or such portion as is being offered for sale, it shall so notify Grantor in writing (the "**Acceptance Notice**") on or before the end of such 15-day period. If Grantee does not so elect to purchase the Fresh Water Supply System, or such portion thereof that is offered for sale, within such 15-day period, Grantor shall be free to sell the Fresh Water Supply System, or such portion thereof that was offered for sale, to a third party at a price no less than and on terms no more favorable to a buyer than those offered to Grantee in such Offer Notice, provided that such sale closes within one-hundred eighty (180) days after the giving of such Offer Notice to Grantee. If the sale does not take place within such 180-day period, or if Grantor wishes to sell the Fresh Water Supply System, or such portion thereof, at a price that is less than the price offered to Grantee in the Offer Notice or on terms and conditions materially more favorable than those offered to Grantee in the Offer Notice, Grantor shall then again offer to BuckGen and Grantee the right to purchase the Fresh Water Supply System, or such portion thereof that is offered for sale, in accordance with the provisions of this Section. If BuckGen declines such purchase and Grantee fails to give such Acceptance Notice within such 15-day period, they each shall be deemed to have waived its rights with respect to that sale; provided, however, that any subsequent sale or conveyance shall be subject to the terms of this right of first offer. Neither BuckGen nor Grantee shall have the right to purchase less than all of that portion of the Fresh Water Supply System that is described in the Offer Notice.

(c) The right to purchase granted hereunder to Grantee shall not apply to the sale or transfer (an "**Excluded Transfer**") to any entity that controls, is controlled by or is under common control with Grantor, provided that such transfer is for no consideration, other than for receipt of stock or membership interests in such entity; provided, however, that the purchase rights of Grantee granted in this Section 16

shall continue in effect following any Excluded Transfer and shall bind any transferee in such Excluded Transfer.

(d) If Grantee timely elects to purchase the Fresh Water Supply System , or so much thereof as is being offered for sale, the parties shall be bound to close such transaction and the closing of title shall take place on the business day that is at least 45 days after the date the Acceptance Notice is given. The closing shall be held at 10:00 a.m. at the offices of Pierce Atwood, Merrill's Wharf, 254 Commercial Street, Portland, Maine, or at such other time or place as the parties may mutually agree. At the closing, Grantor shall convey the Fresh Water Supply System to Grantee in accordance with the terms and conditions set forth in the Offer Notice and Grantee shall pay to Grantor the purchase price as set forth in the Offer Notice.

(e) Any sale of the Fresh Water Supply System, whether to Grantee under this Section 16, to BuckGen under the BuckGen Water Supply Easement or to a third party, shall be subject to documentation reasonably satisfactory to Grantee that its rights and obligations with respect to the Fresh Water Supply System and this Deed will continue uninterrupted as set forth herein.

HANCOCK COUNTY

BK: OR 6951 PAGE:693 # OF PGS:48
05/22/2019 09:22:44 AM INSTR# 2019005797
JULIE A. CURTIS, REGISTER OF DEEDS
HANCOCK COUNTY MAINE
eRecorded Document

HANCOCK COUNTY

RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:
Michael L. Lane, Esq.
PretiFlaherty, LLP
One City Center
P.O. Box 9546
Portland, ME 04112-9546

EASEMENT

BUCKSPORT MILL LLC, a Delaware limited liability company, formerly known as Verso Bucksport LLC, formerly known as CMP Bucksport LLC, with a mailing address of 2 River Road, Bucksport, Maine 04416 ("***Grantor***"), for consideration paid, grants to **BUCKSPORT GENERATION LLC**, a Delaware limited liability company, with a mailing address of 2 River Road, Bucksport, Maine 04416 ("***Grantee***"), a perpetual, nonexclusive easement over, across, in, on, and under certain property located in Bucksport and Orland, Hancock County, Maine, all as more particularly set forth in Exhibit A and Exhibit B attached and made a part hereof.

This Easement is being given pursuant to Debtor's Amended Plan of Reorganization Dated March 22, 2016 filed on 3/22/16 as Document 120 in the United States Bankruptcy Court, District of Maine, in Case No. 15-10802, as confirmed by Order (I) Confirming Debtor's Amended Plan Of Reorganization Dated March 22, 2016 and (II) Authorizing and Directing Certain Actions In Connection Therewith filed on 4/21/16 as Document 140 in United States Bankruptcy Court, District of Maine, in Case No. 15-10802, attested copies of which are recorded in the Hancock County Registry of Deeds of near or even date.

[*signature page follows*]

WITNESS my hand and seal this 21st day of May 2019.

WITNESS:

Richard D. Prentice

BUCKSPORT MILL LLC

By: Jeff McGlin

Print Name: Jeff McGlin

Its: Authorized Signatory
Duly authorized

STATE OF MAINE

COUNTY OF CUMBERLAND May 20, 2019

Then personally appeared the above-named Jeff McGlin, the Authorized Signatory of Bucksport Mill LLC, and acknowledged the foregoing instrument to be his/her free act in deed in his/her said capacity and the free act and deed of Bucksport Mill LLC.

Before me,

Bonnie L Martinolich

~~Notary Public~~ / Attorney at Law

Print Name: Bonnie L. Martinolich

Commission Expires: _____

(Affix notarial seal)

HANCOCK COUNTY

LIMITED JOINDER

The undersigned, Bucksport Generation LLC, for itself and its successors and assigns, hereby joins in this Easement for the purpose of confirming its acceptance to the terms and conditions of this Easement.

BUCKSPORT GENERATION LLC, a Delaware limited liability company

Robert D. Porter
Witness

By: Jeff McGlin
Name: Jeff McGlin
Title: Authorized Signatory

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

On May 20, 2019, personally appeared before me the above-named Jeff McGlin, as Authorized Signatory of Bucksport Generation LLC, a Delaware limited liability company, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

Bonnie L. Martinolich
Name: Bonnie L. Martinolich
~~Notary Public~~/Maine Attorney at Law

HANCOCK COUNTY

FINAL

EXHIBIT A

EASEMENT OVER FRESH WATER SUPPLY SYSTEM

Non-exclusive perpetual rights and easements in and to the "Fresh Water Supply System" (as such term is defined herein) and in and to the "**Easement Areas**" (as such term is defined herein), for the following purposes:

(1) for the transmission of water in, over, and through the Fresh Water Supply System situated within the Easement Areas (the "**Water Transmission Easement**"); and

(2) to draw, take, use, and divert water in, over, from and through the Fresh Water Supply System and Easement Areas for the operation of Grantee's business and activities located on, and directly related to and supporting its operation at the "**Grantee Parcel**" (as defined herein) and for no other purpose (the "**Water Use Easement**"); and

(3) to access, by persons and equipment, over lands located easterly of Route 15 adjacent to the Fresh Water Supply System owned or controlled by Grantor as needed to exercise Grantee's rights hereunder, including access through and upon any structures within the Easement Areas (the "**Access Easement**").

To the extent necessary to exercise the Access Easement granted above, Grantee shall have access to the Easement Areas, SUBJECT TO the following conditions:

(a) Any such access shall be during normal business hours and after reasonable notice to Grantor, except in case of emergency;

(b) Any entry onto land of Grantor shall be at Grantee's own risk and Grantee shall release and indemnify Grantor from any damage to the Grantor's property or personal injury or claim to the extent related to such entry or any lien against Grantor's property resulting from any such entry; and

(c) Prior to any such entry, Grantee shall provide evidence of insurance naming Grantor as additional insured.

The Access Easement granted above is SUBJECT TO the following conditions:

(a) Grantee shall not suffer or permit any mechanic's or materialmen's lien to attach to Grantor's land by virtue of Grantee's exercise of its rights under the Access Easement. In the event any such lien shall be filed and

recorded, Grantee shall promptly take steps to remove such lien in any lawful manner.

(b) Grantee shall promptly restore all areas of the Grantor's parcels affected by any work, as near as reasonably possible to its or their immediately prior condition; provided that such obligation to restore shall expressly exclude any obligation to restore vegetation.

(c) Grantee shall indemnify and hold harmless Grantor from and against any and all damages, liabilities, losses, expenses, claims, and suits (including reasonable attorneys' fees) incurred or suffered as a consequence of or arising in any manner out of the Grantee's exercise of the Access Easement by Grantee or its officers, employees, agents, contractors, or invitees, or the breach or violation of the terms of the Access Easement by Grantee, except to the extent caused by the negligence or intentional misconduct of Grantor.

(d) Grantor shall have all rights to use the areas encumbered by the Access Easement in any manner that is not inconsistent with the rights granted to Grantee hereunder and does not interfere with the use and enjoyment by Grantee of the Access Easement. The foregoing notwithstanding, Grantor covenants and agrees that it will not (i) construct any buildings or other permanent structures within the area of the Access Easement; or (ii) conduct any excavation or utility work within the area of the Access Easement, without first affording Grantee thirty (30) days prior written notice of such intent, said notice to include reasonably detailed engineering plans of such work.

The foregoing easements are conveyed upon and SUBJECT TO the following terms and conditions:

1. **Certain Definitions**: In addition to terms defined elsewhere in this Easement, the following terms shall have the following meanings when used herein:

"Easements" means collectively the Water Transmission Easement, the Water Use Easement and the Access Easement.

"Easement Areas" means certain lands and rights in land located in the Towns of Bucksport and Orland, in Hancock County, Maine, including:

(i) Toddy Pond in Orland and extending from Toddy Pond to and through Alamoosook Lake,
(ii) further extending from Alamoosook Lake to and through Silver Lake in Bucksport including the bed of Silver Lake,
(iii) further extending from Silver Lake to the Mill Property (as defined below), and

(iv) also extending from the West Bank of the Eastern or Narramissic River in Orland at the lower dam or "Hutchins Mill Privilege" to Pond Street in Bucksport,

all as more particularly described in, and in the deeds referenced in, **Exhibit B** attached hereto.

"Fresh Water Supply System" means the lakes and ponds, the dams, and all water control equipment and pumps and structures associated with the lakes and ponds included in the Easement Area, including the aqueducts, pipelines, pumps, filters, communication equipment, structures, and all facilities used or useful in connection with any of the foregoing; together with the infrastructure through and pursuant to which water is delivered from Silver Lake to the Mill Property over, across and through the Easement Area, including without limitation an intake structure situated in Silver Lake, a pipeline running from Silver Lake to the Mill Property and a filter house, together with such water control equipment and structures associated with such intake, pipeline and filter house and all aqueducts, pipelines, pumps, filters, communication equipment, structures, overhead electric lines and poles, and all facilities used or useful in connection with the delivery of water from Silver Lake to the Mill Property.

"Grantee Parcel" means Lot 1 depicted on the Subdivision Plan and all easements and rights appurtenant to Lot 1 plus such additional land that Grantee may acquire in the future, the use of which is directly related to, or supporting its operation at said Lot 1.

"Grantor Retained Parcels" shall mean Lots 3 and 4 depicted on the Subdivision Plan.

"Mill Property" shall mean Parcels 1 and 3 conveyed by the Whole Oceans Deed (as defined below) to Whole Oceans, plus Lots 1, 3 and 4 as depicted on the Subdivision Plan.

"Registry of Deeds" means the Hancock County (Maine) Registry of Deeds.

"Subdivision Plan" shall mean that certain Subdivision Plan entitled "Amended Subdivision Plan for Bucksport Mill, LLC Bucksport Generation LLC 2 River Road – Bucksport, Hancock County, Maine," sheet 1 of 3, dated March 19, 2019, and recorded in the Hancock County Registry of Deeds as Mapfile 46, Number 11.

"Total Property" means the Grantee Parcel, the Whole Oceans Parcels, and the Grantor Retained Parcels.

"Whole Oceans" means Whole Oceans LLC, a Delaware limited liability company.

"Whole Oceans Parcels" means Parcels 1, 2 and 3 described in a Quitclaim Deed from Grantor to Whole Oceans on or about the date hereof (the "Whole Oceans Deed"),

plus such additional land that Whole Oceans may acquire in the future, the use of which is directly related to, or supporting its operation at said Parcels 1, 2 or 3.

2. **Reserved Rights.** Grantor reserves the following rights with respect to the Fresh Water Supply System and the Easement Areas:

(a) perpetual, non-exclusive right to use the Easement Areas for all purposes that do not unreasonably interfere with the exercise of the rights granted herein to Grantee. In the event that the Grantor shall grant rights to third parties within the Easement Area, such rights shall be subject to the rights granted to Grantee herein.

(b) Grantor reserves fee title in and to the Fresh Water Supply System, and the right to use the Fresh Water Supply System together with Grantee and others entitled to use the same, together with the rights to convey these rights and easements to other parties, subject to the rights granted to Grantee herein and further subject to the limitations set forth in this Easement.

(c) Grantor reserves the exclusive right to operate, manage, control, patrol, monitor, maintain, repair, replace, improve and expand the Fresh Water Supply System, except as otherwise provided in this Easement.

(d) Grantor reserves the right to relocate, at its sole cost and expense, any portion(s) of the Fresh Water Supply System so long as the Easements continue in full force and effect as to the relocation and so long as there is no interruption of the availability of Water from the Fresh Water Supply System. Once any such relocation is complete, the parties agree to execute and deliver, and record in the Registry of Deeds, such reasonable instruments as may be necessary or requested terminating the Easements as to the pre-relocation area, and granting the Easements as to the post-relocation area, all in form and substance reasonably acceptable to Grantor and Grantee.

3. **Access.** In connection with the exercise by Grantee of any of its rights granted hereunder, Grantee agrees to adhere to Grantor's (a) reasonable access protocol concerning access to the Easement Areas, and (b) all reasonable security, fire protection, safety rules and regulations, and all applicable life-safety codes adopted by Grantor, or imposed by governmental authority. Grantee shall enter the Easement Areas at its own risk.

4. **Successors and Assigns and Runs with the Land.** The easements and rights, including but not limited to the Easements, and the obligations granted, reserved or otherwise referenced in or in connection with the Easements shall run with the land and shall burden, benefit and are appurtenant to, as applicable, the real estate of Grantor and Grantee, and shall be binding upon and shall burden Grantor and Grantee and their respective successors and assigns.

5. **No Waiver.** No failure or delay by any party in exercising any right, power or privilege under this Easement, and no lack of use of the Easements, including right to divert water, will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6. **Water Related Easements.** Grantee's exercise of its rights under the Easements and any rights appurtenant to the Grantee Parcel to take water from or use and transmit water through the Fresh Water Supply System are subject to and governed by the terms and conditions set forth in Exhibit C, all of which shall be deemed to be incorporated herein as if set forth in full in this text of this Easement.

HANCOCK COUNTY

HANCOCK

EXHIBIT B

DESCRIPTION OF THE EASEMENT AREAS
(Easement over Fresh Water Supply System)
Water Supply Land & Rights in Land Reserved and Acquired

Maine Seaboard Paper Company ("MSPC"); Central Securities Corporation ("CSC")
St. Regis Paper Company ("SRPC)
Hancock County Registry of Deeds

Lower Pipe Line –from the West Bank of the Eastern of Narramissic River in Orland at the lower dam or "Hutchins Mill Privilege" to Pond Street in Bucksport

Upper Pipe-Line - from Alamoosook Lake in Orland to Silver Lake in Bucksport

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
	East Maine Conference Seminary Fee	MSPC	12/3/1929	628	144	Part of Schedule A-1 (Parcel 26)
29, 30 and 31	Georgia M. Bridges Fee	MSPC	02/27/1930	629	87	Part of Schedule A-1 (Parcels 29, 30 and 31)
	Albion R. Soper Hallie Soper Fee	MSPC	3/10/1930	629	285	
35	Roscoe E. Dorr Fee	MSPC	4/23/1930	629	284	Part of Schedule A-1 (Parcel 35)
27	G. Colby Wardwell Harvey Leach	MSPC	5/1930	629	404	Part of Schedule A-1 (Parcel 27)
27	Janet D. Harrison	MSPC	5/1930	630	142	Part of Schedule A-1 (Parcel 27)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
27	Harry L. White	MSPC	5/5/1930	629	284	Part of Schedule A-1 (Parcel 27)
27	Harry B. Small	MSPC	5/8/1930	629	405	Part of Schedule A-1 (Parcel 27)
27	E. H. Cunningham	MSPC	5/8/1930	629	407	Part of Schedule A-1 (Parcel 27)
27	James Hutchins	MSPC	5/8/1930	630	141	Part of Schedule A-1 (Parcel 27)
27	Eva C. Stubbs	MSPC	5/9/1930	630	142	Part of Schedule A-1 (Parcel 27)
27	Ernest Hutchins	MSPC	5/10/1930	630	140	Part of Schedule A-1 (Parcel 27)
27	H. Frances Page	MSPC	5/10/1930	630	143	Part of Schedule A-1 (Parcel 27)
27	F. Homer Hutchings	MSPC	5/12/1930	629	403	Part of Schedule A-1 (Parcel 27)
27	Louisa Wasson	MSPC	5/14/1930	629	405	Part of Schedule A-1 (Parcel 27)
27	Loring Robbins	MSPC	5/15/1930	629	408	Part of Schedule A-1 (Parcel 27)
27	Louis H. Chandler	MSPC	5/15/1930	630	141	Part of Schedule A-1 (Parcel 27)
27	Beatrice H. Moore and Earl B. Wasson	MSPC	5/22/1930	629	406	Part of Schedule A-1 (Parcel 27)
27	Fred L. Kenney Annie G. Kenney	MSPC	5/26/1930	630	256	Part of Schedule A-1 (Parcel 27)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
27	Bertha Dubois	MSPC	5/27/1930	629	407	Part of Schedule A-1 (Parcel 27)
32	Abbie M. Buck, et al. Fee	MSPC	06/04/1930	629	554	Part of Schedule A-1 (Parcel 32)
	Albert C. Swazey Fee	MSPC	06/05/1930	630	144	
27	William T. Chandler	MSPC	6/7/1930	630	159	Part of Schedule A-1 (Parcel 27)
	Gladys Tarr Anderson	MSPC	6/9/1930	629	413	
28	Seth R. Hutchins	MSPC	6/11/1930	632	578	Part of Schedule A-1 (Parcel 27 and 28)
27, 28	Seth R. Hutchins Fee	MSPC	6/11/1930	630	158	Part of Schedule A-1 (Parcel 27 and 28)
33	Margaretha A. Wharton Fee	MSPC	6/12/1930	629	515	Part of Schedule A-1 (Parcel 33)
37	Alice J. Clements	MSPC	6/18/1930	630	243	Part of Schedule A-1 (Parcel 37)
37	Clara Russell William O. Russell	MSPC	6/18/1930	630	241	Part of Schedule A-1 (Parcel 37)
37	Isaac F. Dorr	MSPC	6/18/1930	630	240	Part of Schedule A-1 (Parcel 37)
37	Carrie M. Buck, et al	MSPC	6/18/1930	630	242	Part of Schedule A-1 (Parcel 37)
37	A. R. Soper Hallie Soper	MSPC	6/18/1930	629	484	Part of Schedule A-1 (Parcel 37)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
37	James Holt	MSPC	6/18/1930	629	536	Part of Schedule A-1 (Parcel 37)
37	H. H. Dunbar	MSPC	6/18/1930	630	244	Part of Schedule A-1 (Parcel 37)
37	Rising Sun Lodge 71 F.&A.M.	MSPC	6/18/1930	629	482	Part of Schedule A-1 (Parcel 37)
37	Alvin E. Gowen	MSPC	6/18/1930	630	237	Part of Schedule A-1 (Parcel 37)
37	Carrie A. Staples	MSPC	6/18/1930	629	481	Part of Schedule A-1 (Parcel 37)
37	A. R. Soper	MSPC	6/18/1930	629	485	Part of Schedule A-1 (Parcel 37)
37	Emma A. Cotton	MSPC	6/18/1930	629	535	Part of Schedule A-1 (Parcel 37)
37	Alice P. Gray	MSPC	6/18/1930	630	282	Part of Schedule A-1 (Parcel 37)
37	A. R. Soper Hallie Soper	MSPC	6/20/1930	629	483	Part of Schedule A-1 (Parcel 37)
37	A. R. Soper	MSPC	6/20/1930	629	485	Part of Schedule A-1 (Parcel 37)
37	Percy F. Moore	MSPC	6/23/1930	630	238	Part of Schedule A-1 (Parcel 37)
37	A. R. Soper Hallie Soper	MSPC	6/23/1930	629	483	Part of Schedule A-1 (Parcel 37)
37	Lysle P. Saunders	MSPC	6/23/1930	629	487	Part of Schedule A-1 (Parcel 37)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
37	Llewellyn Harriman	MSPC	6/23/1930	629	486	Part of Schedule A-1 (Parcel 37)
37	Byron E. Colby	MSPC	6/23/1930	629	487	Part of Schedule A-1 (Parcel 37)
37	Albert H. Eldridge	MSPC	6/23/1930	630	239	Part of Schedule A-1 (Parcel 37)
37	Russell E. Grey	MSPC	6/23/1930	630	239	Part of Schedule A-1 (Parcel 37)
37	Homer H. Mooney	MSPC	6/23/1930	630	243	Part of Schedule A-1 (Parcel 37)
37	G. H. Randall	MSPC	6/23/1930	630	241	Part of Schedule A-1 (Parcel 37)
37	Ella M. Saunders	MSPC	6/23/1930	629	495	Part of Schedule A-1 (Parcel 37)
34	Alvin E. Gowen Augusta J. Gowen Fee	MSPC	7/9/1930	630	284	Part of Schedule A-1 (Parcel 34)
37	Walter L. Brewster	MSPC	7/9/1930	629	515	Part of Schedule A-1 (Parcel 37)
37	Homer H. Dunbar	MSPC	7/9/1930	630	284	Part of Schedule A-1 (Parcel 37)
7	Charles E. Pickering, et al Fee	MSPC	07/11/1930	629	534	Part of Schedule A-1 (Parcel 7)
	Alice M. Buck, et al Fee	MSPC	7/15/1930	631	175	
8	George R. Emerton Fee	MSPC	07/17/1930	630	328	Part of Schedule A-1 (Parcel 8)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
9	Nyada Colby & Helen Chipman Fee	MSPC	07/17/1930	630	327	Part of Schedule A-1 (Parcel 9)
26	Melvin H. Harriman	MSPC	7/18/1930	629	555	Part of Schedule A-1 (Parcel 26)
26	Bert H. Bennett	MSPC	7/18/1930	630	329	Part of Schedule A-1 (Parcel 26)
26	Bert H. Bennett	MSPC	7/18/1930	630	328	Part of Schedule A-1 (Parcel 26)
26	Evvie L. Lowell	MSPC	7/18/1930	630	329	Part of Schedule A-1 (Parcel 26)
10	Adelbert E. Peavey Fee	MSPC	07/24/1930	630	350	Part of Schedule A-1 (Parcel 10)
25	Mattie M. Gray	MSPC	7/25/1930	630	398	Part of Schedule A-1 (Parcel 25)
25	Percy F. Moore	MSPC	7/26/1930	630	397	Part of Schedule A-1 (Parcel 25)
25	Mildred B. Soper	MSPC	7/26/1930	631	17	Part of Schedule A-1 (Parcel 25)
25	Byron E. Colby	MSPC	7/26/1930	631	17	Part of Schedule A-1 (Parcel 25)
25	Melvin H. Harriman	MSPC	7/26/1930	630	398	Part of Schedule A-1 (Parcel 25)
25	John E. Grindle	MSPC	7/26/1930	631	19	Part of Schedule A-1 (Parcel 25)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
25	Alice J. Clement	MSPC	7/28/1930	630	395	Part of Schedule A-1 (Parcel 25)
25	Albert H. Eldridge	MSPC	7/28/1930	631	18	Part of Schedule A-1 (Parcel 25)
25	Russell E. Grey	MSPC	7/28/1930	631	18	Part of Schedule A-1 (Parcel 25)
	Bert H. Bennett Fee	**Buckspo rt Water Compan y**	7/29/1930	631	15	
	Percival A. Stubbs	MSPC	7/31/1930	631	102	
	Joshua L. Smith J. E. Witham	MSPC	8/1930	631	173	
22	Fred S. Blodgett, et al. Fee	MSPC	08/1930	631	175	Part of Schedule A-1 (Parcel 22)
	Melvin H. Harriman Fee	**Buckspo rt Water Compan y**	8/2/1930	631	15	
25	Lysle P. Saunders	MSPC	8/2/1930	630	397	Part of Schedule A-1 (Parcel 25)
11	Walter H. Gardner Augusta S. Gardner Fee	MSPC	8/6/1930	631	26	Part of Schedule A-1 (Parcel 11)
	Frank W. Beale Fee	MSPC	8/6/1930	631	25	Part of Schedule A-1 (Parcel 12)
	F. Elliott Bridges Fee	MSPC	8/6/1930	630	406	Part of Schedule A-1 (Parcel 14)
	Joshua L. Smith	MSPC	8/6/1930	630	405	
	Harry A. Bridges	MSPC	8/6/1930	630	406	

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
	Arthur E. Smith Annie L. Smith	MSPC	8/6/1930	630	404	
	William O. DePray	MSPC	8/6/1930	631	26	
	Charles E. Cole	MSPC	8/6/1930	630	405	
	Stanley D. Gray	MSPC	8/7/1930	631	172	
19	Edith L. Grindle Fee	MSPC	8/13/1930	631	105	Part of Schedule A-1 (Parcel 19)
18	Arthur L. Grindle Fee	MSPC	8/13/1930	631	103	Part of Schedule A-1 (Parcel 18)
	Daniel Courcy Fee	MSPC	8/13/1930	631	104	Part of Schedule A-1 (Parcel 17)
6	Silver Lake Cemetery Corporation Fee	MSPC	08/13/1930	631	106	Part of Schedule A-1 (Parcel 6)
22	Harry G. West Fee	MSPC	8/14/1930	631	101	Part of Schedule A-1 (Parcel 22)
	Reuben R. Simpson	MSPC	8/14/1930	631	106	
	Flora M. Grindle	MSPC	8/15/1930	631	102	
20	Roy H. Ferris Fee	MSPC	9/2/1930	631	174	Part of Schedule A-1 (Parcel 20)
	Bert H. Bennett Fee	MSPC	9/5/1930	631	173	Part of Schedule A-1 (Parcel 21)
22	Wallace Heath Fee	MSPC	9/19/1930	631	380	Part of Schedule A-1 (Parcel 22)
22	Wallace Heath Fee	MSPC	9/19/1930	631	380	Part of Schedule A-1 (Parcel 22)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
22	Augustine L. Heywood S. Leo Heywood Fee	MSPC	9/20/1930	631	381	Part of Schedule A-1 (Parcel 22)
22	Edith L. Grindle Fee	MSPC	10/10/1930	632	169	Part of Schedule A-1 (Parcel 22)
22	Flora M. Grindle Fee	MSPC	10/10/1930	632	168	Part of Schedule A-1 (Parcel 22)
22	Arthur L. Grindle Fee	MSPC	10/10/1930	632	168	Part of Schedule A-1 (Parcel 22)
22	Joshua L. Smith Fee	MSPC	10/10/1930	632	167	Part of Schedule A-1 (Parcel 22)
22	Fred L. Jones Albert P. Jones Fee	MSPC	10/10/1930	632	170	Part of Schedule A-1 (Parcel 221
22	Harry G. West Fee	MSPC	10/10/1930	632	170	Part of Schedule A-1 (Parcel 22)
22	Fred L. Jones Albert P. Jones Fee	MSPC	10/14/1930	631	104	Part of Schedule A-1 (Parcel 22)
37	Howard Johnson	MSPC	10/16/1930	632	454	Part of Schedule A-1 (Parcel 37)
20	Roy H. Ferris Fee	MSPC	10/16/1930	632	166	Part of Schedule A-1 (Parcel 20)
22	Harry A. Bridges Fee	MSPC	10/16/1930	632	166	Part of Schedule A-1 (Parcel 22)
15	Wm. O. DePray Fee	MSPC	10/24/1930	631	437	Part of Schedule A-1 (Parcel 15)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
22	Charles E. Cole Fee	MSPC	10/24/1930	631	433	Part of Schedule A-1 (Parcel 22)
22	Charles E. Pickering Fee	MSPC	10/24/1930	631	434	Part of Schedule A-1 (Parcel 22)
22	Arthur E. Smith Annie L. Smith Fee	MSPC	10/24/1930	631	434	Part of Schedule A-1 (Parcel 22)
22	Percival A. Stubbs Fee	MSPC	10/30/1930	631	438	Part of Schedule A-1 (Parcel 22)
22	Arthur E. Bragdon Fee	MSPC	11/4/1930	631	436	Part of Schedule A-1 (Parcel 22)
22	Reuben R. Simpson Fee	MSPC	11/04/1930	631	435	Part of Schedule A-1 (Parcel 22)
22	Percival A. Stubbs Fee	MSPC	11/5/1930	632	237	Part of Schedule A-1 (Parcel 22)
22	Fred S. Blodgett, et al. Fee	MSPC	11/5/1930	631	436	
16	Joshua L. Smith Charles T. Simmons Fee	MSPC	11/12/1930	632	236	Part of Schedule A-1 (Parcel 16)
22	Stanley D. Gray Fee	MSPC	11/13/1930	632	235	Part of Schedule A-1 (Parcel 22)
37	Elizabeth E. Sawyer, a/k/a Lizzie McDonald	MSPC	12/11/1930	633	88	Part of Schedule A-1 (Parcel 37)
36	Perpitia L. Emerson Fee	MSPC	12/13/1930	675	482	Part of Schedule A-1 (Parcel 36)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
23c	Edwin C. Jones Fee	CSC	1/14/1931	632	492	Part of Schedule A-1 (Parcel 23)
23c	Elliott A. Quimby Fee	CSC	1/14/1931	633	87	Part of Schedule A-1 (Parcel 23)
23c	Margie A. Cunningham Fee	CSC	1/14/1931	632	579	Part of Schedule A-1 (Parcel 23)
37	Sewall C. Ginn	MSPC	1/19/1931	633	87	Part of Schedule A-1 (Parcel 37)
37	Flora F. Dorr	MSPC	1/20/1931	632	493	Part of Schedule A-1 (Parcel 37)
	E. Earl Herrick Fee	MSPC	2/5/1931	632	580	Part of Schedule A-1 (Parcel 13)
23c	Melvin Harriman Fee	CSC	2/13/1931	632	579	Part of Schedule A-1 (Parcel 23)
23c	Wiley C. Conary Fee	CSC	3/14/1931	633	262	Part of Schedule A-1 (Parcel 23)
23c	Louis Rapaport Fee	CSC	4/11/1931	634	132	Part of Schedule A-1 (Parcel 23)
23c	John Bolduc Fee	CSC	4/11/1931	634	133	Part of Schedule A-1 (Parcel 23)
23c	Frank G. Bridges Fee	CSC	4/11/1931	634	133	Part of Schedule A-1 (Parcel 23)
23c	Reuben R. Simpson Fee	CSC	4/27/1931	633	445	Part of Schedule A-1 (Parcel 23)
23c	Edwin R. Witham, et al. Fee	CSC	5/20/1931	633	443	Part of Schedule A-1 (Parcel 23)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
23c	Agnes Bridges, et al. Fee	CSC	5/25/1931	633	444	Part of Schedule A-1 (Parcel 23)
23c	Frederic W. Smith Fee	CSC	5/28/1931	633	445	Part of Schedule A-1 (Parcel 23)
	Alton N. Hutchins Fee	CSC	6/18/1931	633	484	Part of Schedule A-1 (Parcel 23)
	Albert B. Willins	CSC	6/18/1931	633	484	Part of Schedule A-1 (Parcel 23)
23c	Mary C. Horan Fee	CSC	6/25/1931	633	519	Part of Schedule A-1 (Parcel 23)
23c	George C. Bickford, et al. Fee	CSC	6/25/1931	633	520	Part of Schedule A-1 (Parcel 23)
40	Prentice E. Soper	MSPC	7/29/1931	635	345	Part of Schedule A-1 (Parcel 40)
40	Robert B. Randall	MSPC	7/29/1931	635	351	Part of Schedule A-1 (Parcel 40)
40	Richard G. Tunison	MSPC	7/29/1931	635	355	Part of Schedule A-1 (Parcel 40)
40	William P. Wharton	MSPC	7/29/1931	635	365	Part of Schedule A-1 (Parcel 40)
40	Clement R. Lee, et al	MSPC	7/29/1931	635	366	Part of Schedule A-1 (Parcel 40)
40	Joseph B. Patterson	MSPC	7/30/1931	635	364	Part of Schedule A-1 (Parcel 40)
40	Paul Nolan	MSPC	7/30/1931	635	365	Part of Schedule A-1 (Parcel 40)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
40	Gertrude M. Emery	MSPC	7/30/1931	635	370	Part of Schedule A-1 (Parcel 40)
40	Evelyn M. Buck	MSPC	7/31/1931	635	356	Part of Schedule A-1 (Parcel 40)
40	Nellie H. Atkins	MSPC	7/31/1931	635	356	Part of Schedule A-1 (Parcel 40)
40	Alvah G. Auchu	MSPC	7/31/1931	635	363	Part of Schedule A-1 (Parcel 40)
40	Eleanor Campbell French	MSPC	7/31/1931	635	372	Part of Schedule A-1 (Parcel 40)
40	Walter H. Gardner	MSPC	8/1/1931	635	368	Part of Schedule A-1 (Parcel 40)
40	Augusta H. Gardner	MSPC	8/1/1931	635	368	Part of Schedule A-1 (Parcel 40)
40	Fred S. Blodgett	MSPC	8/1/1931	635	369	Part of Schedule A-1 (Parcel 40)
40	Thomas F. Mason, et al	MSPC	8/4/1931	635	358	Part of Schedule A-1 (Parcel 40)
40	Abbie C. Jordan Homer H. Dunbar	MSPC	8/4/1931	635	359	Part of Schedule A-1 (Parcel 40)
40	Walter F. Gilliland	MSPC	8/4/1931	635	360	Part of Schedule A-1 (Parcel 40)
40	Carl D. Buck	MSPC	8/4/1931	635	361	Part of Schedule A-1 (Parcel 40)
40	Hermine Ehlers	MSPC	8/4/1931	635	362	Part of Schedule A-1 (Parcel 40)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
23c	Wilbrod Bouchard, et al. Fee	CSC	8/4/1931	635	329	Part of Schedule A-1 (Parcel 23)
40	Viola Brownelle	MSPC	8/5/1931	635	348	Part of Schedule A-1 (Parcel 40)
40	Caroline S. Otis	MSPC	8/5/1931	635	349	Part of Schedule A-1 (Parcel 40)
40	Ethel B. Snow	MSPC	8/5/1931	635	359	Part of Schedule A-1 (Parcel 40)
40	Nora I. Leach	MSPC	8/6/1931	635	346	Part of Schedule A-1 (Parcel 40)
40	Everett P. Wilder	MSPC	8/6/1931	635	347	Part of Schedule A-1 (Parcel 40)
40	Lauriston G. Leach	MSPC	8/6/1931	635	349	Part of Schedule A-1 (Parcel 40)
40	Dennis R. Soper	MSPC	8/6/1931	635	362	Part of Schedule A-1 (Parcel 40)
40	Frances C. Homer	MSPC	8/11/1931	635	367	Part of Schedule A-1 (Parcel 40)
40	Leslie E. Little	MSPC	8/12/1931	635	371	Part of Schedule A-1 (Parcel 40)
40	Stella G. Streeter	MSPC	8/13/1931	635	357	Part of Schedule A-1 (Parcel 40)
40	Will L. White	MSPC	8/14/1931	635	350	Part of Schedule A-1 (Parcel 40)
40	Albion R. Soper	MSPC	8/14/1931	635	352	Part of Schedule A-1 (Parcel 40)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
40	J. E. Soper, et al	MSPC	8/14/1931	635	354	Part of Schedule A-1 (Parcel 40)
40	F. M. Pierce	MSPC	8/15/1931	635	346	Part of Schedule A-1 (Parcel 40)
40	Joseph Buck	MSPC	8/18/1931	635	352	Part of Schedule A-1 (Parcel 40)
40	John A. Soper	MSPC	8/29/1931	635	353	Part of Schedule A-1 (Parcel 40)
40	Frances S. Keener	MSPC	8/29/1931	635	372	Part of Schedule A-1 (Parcel 40)
23c	Horace L. Gould Fee	CSC	9/24/1931	635	567	Part of Schedule A-1 (Parcel 23)
23c	Eliza P. Swazey Fee	CSC	10/8/1931	635	568	Part of Schedule A-1 (Parcel 23)
23c	Nellie M. Franklin Fee	CSC	10/10/1931	635	568	Part of Schedule A-1 (Parcel 23)
23c	Frank E. Baldwin Fee	CSC	11/2/1931	637	182	Part of Schedule A-1 (Parcel 23)
	Henry A. Buck Fee	CSC	2/25/1932	637	183	Part of Schedule A-1 (Parcel 23)
39	Central Maine Power Company Fee	MSPC	2/26/1934	643	224	Part of Schedule A-1 (Parcel 39)
38	MSPC	David C. Buck	6/27/1934	645	444	Part of Schedule A-1 (Parcel 38)
38	MSPC	Annie E. Ames	6/27/1934	645	194	Part of Schedule A-1 (Parcel 38)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
38	MSPC	C. L. Farmer	6/27/1934	649	5	Part of Schedule A-1 (Parcel 38)
38	MSPC	J. Frank Ames	6/27/1934	646	268	Part of Schedule A-1 (Parcel 38)
38	MSPC	Russell Johnson	6/27/1934	658	334	Part of Schedule A-1 (Parcel 38)
	Central Maine Power Company Fee	CSC	7/31/1935	648	332	Part of Schedule A-1 (Parcel 23)
38	MSPC	Guy C. Emerson	8/31/1935	648	243	Part of Schedule A-1 (Parcel 28) and Part of Schedule A-1 (Parcel 38)
38	MSPC	C. L. Farmer	9/18/1935	648	299	Part of Schedule A-1 (Parcel 38)
24	Bucksport Water Company Fee	MSPC	11/30/1935	648	556	Part of Schedule A-1 (Parcel 24)
23a, 23b and 23c	Central Maine Power Company Fee	MSPC	12/30/1935	650	467	Part of Schedule A-1 (Parcel 23)
	Leslie E. Little	SRPC	8/17/1951	749	115	Schedule A-82 (See Deed 635/371)
	Robert B. Randall	SRPC	8/18/1951	749	100	Schedule A-68 (See Deed 635/351)
	Nathan P. Walton, Jr. Josephine R. Walton	SRPC	8/18/1951	749	105	Schedule A-72
	Sarah S. Bauman	SRPC	8/18/1951	749	106	Schedule A-73

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
	Ruth Millspaugh, et al	SRPC	8/18/1951	749	106	Schedule A-73
	Richard W. Estabrook Elizabeth P. Estabrook	SRPC	8/18/1951	749	108	Schedule A-75
	Harold S. Chase	SRPC	8/18/1951	749	109	Schedule A-76
	Walter S. Jones	SRPC	8/18/1951	749	110	Schedule A-77
	Ernest E. Baker Agnes M. Baker	SRPC	8/18/1951	749	111	Schedule A-78
	Ann R. Breen	SRPC	8/18/1951	749	112	Schedule A-79 (see prior deed 635/363)
	Jessie N. Blodgett	SRPC	8/21/1951	749	114	Schedule A-81 (See Deed 635/369)
	Vivian V. Rockwood Hine	SRPC	8/23/1951	749	103	Schedule A-70 (See prior deed 635/356)
	Granville H. Doughty	SRPC	8/23/1951	749	125	Schedule A-84
	Stella G. Streeter	SRPC	8/31/1951	749	104	Schedule A-71 (See prior deed 635/357)
	Cynthia H. Sumner	SRPC	8/31/1951	749	116	Schedule A-83
	Edith O. Tunison	SRPC	9/5/1951	749	102	Schedule A-69 (See deed 635/355)
	Ella E. Page	SRPC	9/14/1951	749	113	Schedule A-80
	Central Maine Power Company	SRPC	4/2/1952	749	107	?
	Central Maine Power Company	SRPC	4/2/1952	749	107	Schedule A-74
	George D. Bearce	SRPC	7/18/1952	749	201	Schedule A-85
	Everett P. Wilder	SRPC	7/21/1952	747	301	Schedule A-61 (See prior deed 635/347)

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
	Arthur G. Dunbar	SRPC	7/21/1952	747	304	Schedule A-64 (See deed 635/372)
	Stephen A. Barry and Marvia P. Barry	SRPC	7/23/1952	747	305	Schedule A-65
	Herbert M. Soper Mildred B. Soper	SRPC	7/23/1952	747	307	Schedule A-67 (see deed 635/353)
	Joseph E. Soper	SRPC	7/26/1952	747	300	Schedule A-60 (See deed 635/345 and deed 635/352)
	Charlton P. Stubbs and Pearl D. Stubbs	SRPC	7/30/1952	747	306	Schedule A-66 (See deed 635/365-2)
	Owen L. Gray	SRPC	8/10/1952	747	302	Schedule A-62
	Hazel E. Woodworth Edna B. Woodworth	SRPC	8/12/1952	747	303	Schedule A-63 (Possibly the s/a 635/357)
	Gertrude M. Emery	SRPC	8/12/1952	751	124	Schedule A-88 (See Book 635/370)
	J. Albert Giard Blanche E. Giard	SRPC	8/14/1952	751	122	Schedule A-860 (See prior deed 635/345)
	Doris L. Nowland Stella G. Streeter	SRPC	9/11/1952	751	123	Schedule A-87 (Possibly Book 635/357)
	Owen L. Gray	SRPC	9/7/1957	802	584	Schedule A-89
	Silver Lake Cemetery Corporation Fee	SRPC	9/18/1957	804	447	Schedule A-12 (Remaining land of 631/106)
	Vera F. Roberts Reginald V. Roberts	SRPC	9/26/1957	806	78	Schedule A-90

Parcel Number in 1946 Deed Book 711 Page 434	Grantor	Grantee	Date	Hancock County Registry of Deeds Book	Page	Parcel Number in 2006 Deed Book 4588, Page 26
	Joseph T. Stockbridge, Jr.	SRPC	11/13/1957	807	485	Schedule A-91 (see deed 635/366)
	Robert W. Baker	SRPC	11/13/1957	807	487	Schedule A-92
	Helen C. Lynch	SRPC	11/25/1957	808	7	Schedule A-93
	Lucile K. Buck Clarinda D. Buck	SRPC	4/21/1958	815	334	Schedule A-94
	E. L. Goodwin	SRPC	4/23/1958	820	260	Schedule A-96
	Henry G. Saumsiegle Alice L. Saumsiegle	SRPC	6/25/1958	820	177	Schedule A-95
	Helen P. Chipman Fee	SRPC	7/31/1959	844	484	Schedule A-13
	Winston C. Ferris	SRPC	12/10/1960	877	234	Schedule A-97
	Central Maine Power Company Fee	SRPC	3/15/1965	979	144	Schedule A-98
	Bucksport Water Company	Champion International Corporation	10/16/1989	1779	89	

COUNTY

TOGETHER WITH the land and rights reserved in the deed to the Inhabitants of the Town of Orland dated March 21, 2011 and recorded in the Hancock County Registry of Deeds in Book 5621, Page 174, all rights to divert the water of the Eastern or Narramissic River by pipe or otherwise, and all riparian rights acquired by the Maine Seaboard Paper Company, including without limitation the rights acquired from the following parties by deeds dated and recorded in said Hancock Registry of Deeds as follows, namely:

	Grantor		Date	Book	Page
	Alice J. Clements		June 18, 1930	630	243
	Percy F. Moore		June 23, 1930	630	238
	A. R. Soper et al!		June 20, 1930	629	483
	Lysle P. Saunders		June 23, 1930	629	487
	A. R. Soper et al.		June 20, 1930	629	483
	Llewellyn Harriman		June 23, 1930	629	486
	Byron E. Colby		June 23, 1930	629	487
	Clara Russell et al.		June 18, 1930	630	241
	Albert H. Eldridge		June 23, 1930	630	239
	Russell E. Grey		June 23, 1930	630	239
	Isaac F. Dorr		June 18, 1930	630	240
	Carrie M. Buck et al		June 18, 1930	630	242
	A. R. Soper et al.		June 18, 1930	629	484
	James Holt		June 18, 1930	629	536
	H. H. Dunbar		June 18, 1930	630	244
	Rising Sun Lodge 71 F. & A. M.		June 18, 1930	629	482
	A. R. Soper		June 20, 1930	629	485
	Homer H. Mooney		June 23, 1930	630	243
	Elizabeth E. Sawyer		Dec. 11, 1930	633	88
	Carrie A. Staples		June 18, 1930	629	481
	G. H. Randall		June 23, 1930	630	241
	Alvin E. Gowen		June 18, 1930	630	237
	Walter L. Brewster		July 9, 1930	629	515
	A. R. Soper		June 18, 1930	629	485
	Emma A. Cotton		June 18, 1930	629	535
	Alice P. Gray		June 18, 1930	630	282
	Flora F. Dorr		Jan. 20, 1931	632	493
	Homer H. Dunbar		July 9, 1930	630	284
	Howard Johnson		Oct. 16, 1930	632	454
	Ella M. Saunders		June 23, 1930	629	495
	Sewall C. Ginn		Jan. 19, 1931	633	87

TOGETHER WITH the land and rights reserved in the deed to the Inhabitants of the Town of Orland dated March 21, 2011 and recorded in the Hancock County Registry of Deeds in Book 5621, Page 174, all rights to divert the water of the Eastern or Narramissic River by pipe or

otherwise, and all riparian rights reserved by the Maine Seaboard Paper Company, including without limitation the rights reserved from the following parties by deeds dated and recorded in said Hancock Registry of Deeds as follows, namely:

	Grantee		Date	Book	Page
	C. L. Farmer		Sept. 18, 1935	648	299
	Annie E. Ames		June 27, 1934	645	194
	David C. Buck		June 27, 1934	645	444
	Russell Johnson		June 27, 1934	658	334
	C. L. Farmer		June 27, 1934	649	5
	J. Frank Ames		June 27, 1934	646	268
	Guy C. Emerson		Aug. 31, 1935	648	243

TOGETHER WITH all riparian rights reserved to the waters of the Eastern or Narramissic River, so far as the same are appurtenant to or are included with the ownership of the land and rights conveyed in the deed to the Inhabitants of the Town of Orland dated March 21, 2011, and recorded in the Hancock County Registry of Deeds in Book 5621, Page 174, including the right to divert the waters of the Eastern or Narramissic River away from said conveyed premises, by pipe or otherwise.

TOGETHER WITH Grantor's Unlimited Water Use Rights reserved in the deed to the Inhabitants of the Town of Orland dated March 21, 2011 and recorded in the Hancock County Registry of Deeds in Book 5621, Page 174, in which the Town of Orland acknowledged that Grantor has in the past and will continue in the future to divert the water of the Eastern or Narramissic River for use at Grantor's property in the Town of Bucksport, and hereby covenants and agrees that Grantor, its successors and assigns forever, may continue so to divert said water without limitation and regardless of whether said water is detained or unreasonably diminished in volume, at Grantor's sole discretion.

TOGETHER WITH:

a. The 10-foot strip described in the Release Deed from Verso Bucksport LLC to the Inhabitants of the Town of Bucksport dated January 19, 2011 and recorded in said Registry of Deeds in Book 5568, Page 333.

b. The Aqueduct Easement area and the fifteen-foot right of way described in Release Deed from Verso Bucksport LLC to Verso Androscoggin LLC dated as of January 29, 2015 and recorded in said Registry of Deeds in Book 6345, Page 257.

c. The rights reserved in the Quitclaim Deed with Covenant from Bucksport Mill LLC to Bucksport United Methodist Church dated March 6, 2019 and recorded in Book 6939, Page 523.

EXCEPTING from the property described in this Easement:

a. Property on Silver Lake Road, Bucksport conveyed by deed from Verso Bucksport LLC to the Inhabitants of the Town of Bucksport dated January 19, 2011 and recorded in said Registry of Deeds in Book 5568, Page 333.

b. The fee title to the land and rights and easements granted in the deed from Bucksport Verso LLC to the Inhabitants of the Town of Orland dated March 21, 2011 and recorded in the Hancock County Registry of Deeds in Book 5621, Page 174.

c. The land conveyed by deed from Verso Bucksport LLC to Verso Androscoggin LLC dated as of January 29, 2015 and recorded in said Registry of Deeds in Book 6345, Page 257.

d. The fee title to the land granted in the Quitclaim Deed with Covenant from Bucksport Mill LLC to Bucksport United Methodist Church dated March 6, 2019 and recorded in Book 6939, Page 523.

HANCOCK COUNTY

EXHIBIT C

TERMS AND CONDITIONS APPLICABLE TO THE WATER TRANSMISSION EASEMENT, WATER EASEMENT AND ACCESS EASEMENT

Section 1. Certain Definitions. In addition to other defined terms set forth in this Exhibit C and elsewhere in this Easement, the following terms as used in this Exhibit C will each have the meaning assigned in this Section 1:

"**Available Water**" means the volume of Water defined below as available for delivery from Silver Lake through the Downstream Infrastructure each day that corresponds the following water elevations at Silver Lake, all as measured at the Silver Lake Gauge:

(i) whenever the water level at Silver Lake is within the Standard Range of Water Elevation, the "Available Water" is 12.5 MGD;

(ii) whenever the water level at Silver Lake is lower than 124 feet above MSL but higher than 122 feet above MSL, the "Available Water" is 8.5 MGD;

(iii) whenever the water level at Silver Lake is lower than 122 feet above MSL but higher than 120 feet above MSL, the "Available Water" is 4.5 MGD;

(iv) whenever the water level at Silver Lake is lower than 120 feet above MSL but higher than 118 feet above MSL, the "Available Water is 2.0 MGD; and

(v) whenever the water level at Silver Lake is at or below 118 feet above MSL, the "Available Water" is zero (0) MGD.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Portland, Maine, are authorized or required by law to be closed.

"**Consumer Price Index**" means the Consumer Price Index, All Urban Consumers (CPI-U), All Items, U.S. City Average (1982 - 84 = 100), prepared by the United States Department of Labor, Bureau of Labor Statistics; or if such index is no longer prepared, another comparable index prepared by the United States Department of Labor, Bureau of Labor Statistics or by other governmental agencies as the parties shall mutually agree.

"**Downstream Infrastructure**" means that portion of the Fresh Water Supply System running from Silver Lake to the Mill Property, for the delivery of water from Silver Lake to the Mill Property, including without limitation an intake structure in Silver Lake, a pipeline and a filter house, certain water control equipment and structures associated with such intake, pipeline and filter house and all aqueducts, pipelines, pumps, filters, communication equipment, structures, and all facilities used or useful in connection with the delivery of water from Silver Lake to the Mill Property.

"**Fiscal Year**" means the 12-month period beginning on each July 1.

"Lake Management Plan" means that certain management plan adopted by Grantor entitled "Verso Paper Corp. Lake Level Management Plan", last revised March, 2015.

"**MGD**" means million gallons per day

"**MSL**" means mean sea level as established by the United States Geodetic Survey Datum.

"**Silver Lake Gauge**" means the existing measurement point in Silver Lake to which the intake pipe to the filter house is connected.

"**Silver Lake Indenture**" means that certain Indenture between Bucksport Water Company and Maine Seaboard Paper Company, dated November 30, 1935 and recorded in the Hancock County Registry of Deeds in Book 648, Page 556, as amended by that certain Indenture between Bucksport Water Company and Champion International Corporation (successor in interest to Maine Seaboard Paper Company), dated October 16, 1989 and recorded in said Registry of Deeds in Book 1779, Page 89.

"**Standard Range of Water Elevation**" shall mean the water level in Silver Lake being between 124 feet and 128 feet above MSL, measured at the Silver Lake Gauge.

"**Upstream Water System**" means that portion of the Fresh Water Supply System, including Toddy Pond and extending from Toddy Pond in Orland to and through Alamoosook Lake, and further extending from Alamoosook Lake to Silver Lake in Bucksport, together with the Silver Lake Dam, and together with all of Grantor's rights in and to such lakes and ponds, the dams, and all water control equipment and structures associated with such lakes and ponds, and the aqueducts, pipelines, pumps, filters, communication equipment, structures, and all facilities used or useful in connection with such dams, water control equipment and structures, aqueducts, pipelines, pumps, filters, communication equipment, and structures.

"**Water**" means water delivered from Silver Lake in Bucksport, Maine through the Fresh Water Supply System to all or any portion of the Total Property.

"**Whole Oceans Water Supply Easement**" means the easement set forth in Parcel 4 of the Whole Oceans Deed.

Section 2. Water Management.

(a) In order to increase the likelihood of sufficient water in the Fresh Water Supply System for itself, Grantee, Whole Oceans and other users of water from the Fresh Water Supply System as provided in this Exhibit C, Grantor agrees to use its good faith efforts to maintain the water elevation at Silver Lake within the Standard Range of Water Elevation. In so doing, Grantor agrees to operate the Silver Lake Water System as provided in the Lake Management Plan, as the same may be amended from time to time. Grantor shall periodically measure the water level at the Silver Lake Gauge (the "**Water Level Measurement**") and provide to Grantee a report of such measurement. So long as the water levels at Silver Lake, measured at the Silver Lake Gauge, are within the Standard Range of Water Elevation, such reports shall be made no less often than once a month.

(b) If at any time the water level at Silver Lake should fall below the Standard Range of Water Elevation, i.e., 124 feet above MSL (i) the allocation provisions of Section 3(a) shall apply; (ii) Grantor shall use its good faith efforts to raise such water level back to within the Standard Range of Water Elevation, consistent with the Lake Management Plan; (iii) the sale pursuant to Section 3(c) of any water from the Fresh Water Supply System to any "Outside User" (as defined below) shall be suspended; (iv) Grantor shall make Water Level Measurements no less frequently than once per week and report the same to the parties hereto at or before the end of the day; and (v) the parties hereto shall promptly meet and work in good faith to coordinate efforts to minimize the impact of the reduced water level, given the nature of their respective operations and need for Water, and to determine what, if any, steps can be taken to reduce water usage or defer anticipated heavy water usage, given the nature of their respective operations and need for Water.

(c) If at any time the water level at Silver Lake should fall below 122 feet above MSL, Grantor's obligation to make and report Water Level Measurements pursuant to Section 2(b)(iv) above shall be increased in frequency to no less than once per day.

Section 3. Allocation of Water.

(a) During any period of time when the water elevation at Silver Lake is below the Standard Range of Water Elevation, and subject in all respects to (i) the limitations imposed on Grantor under the Silver Lake Indenture, (ii) all applicable laws, rules, regulations, ordinances and orders of any governmental authority or court of competent jurisdiction, (iii) the terms and conditions set forth in this Easement, and (iv) the amount of Available Water, Water shall be allocated among Grantor, Grantee and Whole Oceans with the following priority:

(A) Subject to clauses (C) and (D) below, each of Grantee and Whole Oceans shall have the right each day to use fifty-percent (50%) of the Available Water.

(B) Subject to clauses (C) and (D) below, in the event that on any day either Grantee or Whole Oceans does not use all of the Water it is entitled to pursuant to Clause (A) above, then the other party may request from the first party the right to use the first party's unused allocation of Water, assent to which request shall be granted except to the extent that the first party reasonably determines that it will need additional Water that day.

(C) Notwithstanding Clauses (A) and (B) above and Clause (D) below, on any day when Grantee is required by ISO New England, Inc. (or similar successor and/or replacement entity) to operate the energy-producing equipment located on the Grantee Parcel, then Grantee shall have the first priority right to use the first 2.5 MGD of Available Water from and after the receiving of a notice to operate and each day thereafter until such time as it is no longer required to operate such equipment. The next 2.5 MGD of Available Water shall be allocated to Whole Oceans. All Available Water in excess of such 5 MGD shall be shared in accordance with Clauses (A) and (B) above and Section 3(b) below. Grantee shall promptly provide notice to Grantor and Whole Oceans in the event it is

taking Water pursuant to the priority afforded to it by this Clause (C), it being understood that Grantee may not be able to provide such notice in advance of so using Water.

(D) Grantor reserves the right to (i) utilize for itself and its successor owners of the Fresh Water Supply System or (ii) sell to third-parties who purchase all or any portion of the Grantor Retained Parcels (collectively, "**Third Party Mill Property Users**" and each individually a "**Third Party Mill Property User**"), up to one (1) MGD of Available Water in the aggregate for use in connection with all or any portion of the Total Property. Such right to use or purchase water shall be allocated among all parties entitled to use or purchase Available Water under this Clause D such that the total of all Available Water used or sold under this Clause D shall not exceed 1 MGD. In order to exercise this right Grantor or any Third Party User must:

(i) if Grantor is the party utilizing such Water, it shall provide Grantee and Whole Oceans at least 90 days written notice of its intent to begin utilizing such Water; or

(ii) if the user will be a Third Party Mill Property User (and not Grantor), such party shall enter into an agreement reasonably acceptable to Grantee and Whole Oceans prior to utilizing any Water and will be subject to the notice provisions set forth in clause (i) above and will, among other things acknowledge the rights of Grantee hereunder and Whole Oceans under the Whole Oceans Water Supply Easement.

(b) If Grantor or a Third Party Mill Property User who has executed an agreement as outlined in clause (ii) above provides notice contemplated by Clause (D), as applicable, then clause (A) above shall be deemed to be modified during such time as Grantor or such Third Party Mill Property User has rights to the Water to provide for sharing of Available Water 40% to each of Grantee and Whole Oceans, and 20% to Grantor and/or such Third Party Mill Property User, until such time as Grantor and/or such Third-Party User has reached its or their aggregate limit of one (1) MGD, at which time the allocation of Available Water shall revert back to the 50/50 sharing agreement between Grantee and Whole Oceans as described in Clause A above. For clarification, Clause (D) shall not modify Grantee's priority right to the first 2.5 MGD of Available Water from and after the receiving of a notice to operate described in Clause (C), which right shall have priority over any such use by Grantor or any such Third Party Mill Property User.

(c) During any period of time when the water elevation at Silver Lake is at or above the lower end of the Standard Range of Water Elevation, up to 1 MGD of Water may be sold by Grantor to a third party other than a Third Party Mill Property User (an "**Outside User**") so long as it does not affect or reduce the availability of Water below the lower end of the Standard Range of Water Elevation, subject to the user covenants in Section 6(b) below.

Section 4. **Obligation To Provide Water.** Subject to the terms and conditions set forth in this Easement, Grantor hereby agrees, in accordance with the priorities and allocation set

forth in Section 3 above, that Grantor shall provide Water to Grantee from the Fresh Water Supply System.

Section 5. **No Warranty as to Quality or Availability of Water.** Grantee acknowledges and agrees that Grantor is making the Water available without any covenants or warranties of any kind whatsoever, including, without limitation, no covenants or warranties about the quality of the Water or the availability of the Water. GRANTOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 6. **User Covenants.**

(a) Grantee hereby covenants and agrees as follows:

(i) Grantee will comply in all material respects with its obligations under this Easement, including, without limitation, the priority and allocation of Water set forth in Section 3, when applicable.

(ii) Grantee will not sell the Water to any third party.

(iii) Grantee will use the Water solely for the operation of its business and activities located on, and directly related to and supporting its operation at, the Grantee Parcel and for no other purpose. For the avoidance of doubt, there shall be no residential, municipal or domestic use of the Water.

(iv) Grantee will install, maintain, test and repair, and is solely responsible for, the installation, maintenance, repairing and testing of a meter (the "**Grantee Meter**") to measure the quantities of the Water withdrawn by Grantee. The Grantee Meter, its location and installation process, shall be subject to the review and approval of Grantor, which approval will not be unreasonably withheld. Grantor and Whole Oceans will have the right to have the Grantee Meter tested from time to time to ensure its accuracy and Grantor and Whole Oceans, together with their respective agents, consultants and other representatives, shall have access to the Grantee Meter at all times. Grantee shall install the Grantee Meter prior to withdrawing any Water.

(b) If Grantor elects to sell Water to an Outside User, as provided in Section 3(c) above, such sale shall be pursuant to a written agreement wherein the Outside User agrees, among other things as Grantor shall require, that:

(i) it will comply with the priority and allocation of Water set forth in Section 3 of this Exhibit C, including a provision that its right to obtain Water will be suspended during any period of time when the water level in Silver Lake falls below the lower end of the Standard Range of Water Elevation;

(ii) it will not sell the Water to any third party;

(iii) the Water shall be used solely for the operation of its business and activities located on, and directly related to and supporting its operation at the Outside User's property specified in such written agreement, and shall specifically prohibit any residential, municipal or domestic use of the Water;

(iv) such Outside User shall install, maintain, test and repair, and be solely responsible for, the installation, maintenance, repairing and testing of a meter (the "**Outside User Meter**") to measure the quantities of the Water used by such Outside User, which Outside User Meter, and its location and installation process, shall be subject to the review and approval of Grantor, which approval will not be unreasonably withheld, which meter shall be installed and approved prior to accessing any Water;

(v) Grantee and Whole Oceans will have the right to have the Outside User Meter tested from time to time to ensure its accuracy, and Grantee and Whole Oceans, together with their respective agents, consultants and other representatives, shall have access to the Outside User Meter at all times; and

(vi) That no modifications shall be made to the Downstream Infrastructure without the prior approval of Grantee and Whole Oceans, and that the installation and construction of any such approved modifications as well as any additional infrastructure required to provide Water to such Outside User, together with any repair, maintenance or replacement of the same, shall be paid for solely by such Outside User; and

(vii) That Grantee and Whole Oceans will be third-party beneficiaries of such written agreement to enforce the covenants and agreements of the Outside User set forth therein.

Grantor shall use commercially reasonable efforts to enforce such written agreement.

Section 7. **Maintenance Budgets and Capital Expenditure Plans.**

(a) Downstream Maintenance.

(i) Not less than once every three (3) years, Grantor shall engage a qualified third party engineer to assess and provide a written evaluation of the condition of the Downstream Infrastructure with respect to the integrity of the components and performance of the filtering process (each, a "**Downstream Engineering Assessment**"), who shall identify, and make recommendations for, required maintenance and capital repairs and/or replacements, if any, and proposed preventative maintenance and capital repairs and/or replacements, if any, that in the professional opinion of the engineer are reasonably required in order to provide for the reliable delivery of Water to the Total Property in quantities to satisfy the needs of Grantor, Grantee, Whole Oceans under the Whole Oceans Water Supply Easement, any Third Party Mill Property User, and any Outside User, if any, subject to limitations set forth herein, and to cause the filter station to operate at design standards, subject to customary wear and tear (the "**Baseline Operating Standards**") for the next five (5) Fiscal Years. A copy of each such

Downstream Engineering Assessment shall be promptly shared with Grantee and Whole Oceans. The costs and expenses of such third party engineer shall be deemed maintenance costs and expenses and shall be paid from the "R&M Account" (as defined in Section 8(a)).

(ii) On or before May 1 of each year, Grantor shall prepare and deliver to Grantee and Whole Oceans with respect to the Downstream Infrastructure: (i) a maintenance plan and budget (the "**Downstream Infrastructure Maintenance Budget**") for the next Fiscal Year in order to ensure that the Downstream Infrastructure can operate consistent with Baseline Operating Standards; (ii) a budget for anticipated capital repairs or improvements (the "**Downstream Infrastructure Capital Expenditure Plan**") for the next Fiscal Year and estimated to be incurred over the next five (5) Fiscal Years in order to ensure that the Downstream Infrastructure can operate consistent with Baseline Operating Standards; (iii) a proposed timeline for expenditures for the next Fiscal Year; (iv) a summary of maintenance and capital repairs and/or improvements that were performed with respect to the Downstream Infrastructure for the then ending Fiscal Year and costs incurred in connection therewith; and (v) an accounting of the expenditure of funds from the R&M Account during the then ended Fiscal Year, and any balance remaining. Grantor will share with Grantee and Whole Oceans a draft of the Downstream Infrastructure Maintenance Budget and a draft of the Downstream Infrastructure Capital Expenditure Plan.

(b) Upstream Maintenance.

(i) Simultaneously with the engagement of the engineer to provide the Downstream Engineering Assessment as provided above, Grantor shall engage the same engineer to assess and provide a written evaluation of the condition of the Upstream Water System with respect to the integrity of the components and performance of the pumping process (each, an "**Upstream Engineering Assessment**"), who shall identify, and make recommendations for, required maintenance and capital repairs and/or replacements, if any, and proposed preventative maintenance and capital repairs and/or replacements, if any, that in the professional opinion of the engineer are reasonably required in order to meet the Upstream Baseline Standard (as herein defined) for the next five (5) Fiscal Years; the term "**Upstream Baseline Standard**" shall mean such repair and/or maintenance as needed to reasonably and dependably deliver water under normal conditions to Silver Lake in sufficient amounts so as to satisfy the water rights of all parties entitled to water from Silver Lake (based an assumed water level at Silver Lake at 124' MSL), including Grantor, Grantee, Whole Oceans (pursuant to the Whole Oceans Water Supply Easement), any Third Party Mill Property User, any Outside User, and including the rights of Maine Water Company, or its successor or assign, under the Silver Lake Indenture. A copy of each such Upstream Engineering Assessment shall be promptly shared with Grantee and Whole Oceans. The costs and expenses of such third party engineer shall be shared equally by Grantor and Whole Oceans.

(ii) Simultaneously with the delivery of the Downstream Infrastructure Maintenance Budget as provided above, Grantor shall prepare and deliver to Grantee and

Whole Oceans with respect to the Upstream Water System (i) a proposed maintenance plan and budget (the "**Upstream Maintenance Budget**") for the next Fiscal Year; and (ii) a budget for anticipated capital repairs or improvements (the "**Upstream Water System Capital Expenditure Plan**") for the next Fiscal Year and estimated to be incurred over the next five (5) Fiscal Years, in both cases taking into account the recommendations set forth in the Upstream Engineering Assessment. Grantee shall have the right to review and propose, with a copy to Whole Oceans, commercially reasonable changes to the Upstream Water System Maintenance Budget and the Upstream Water System Capital Expenditure Plan, which proposed changes Grantor agrees to review and consider in good faith. Whether or not to undertake any such repairs and maintenance or capital expenditure as set forth in such budget and plan, and the method for paying for any such repairs and maintenance are governed by Section 8(b) hereof.

Section 8. Fees for Repair and Maintenance; Pumping; Insurance Proceeds.

(a) Downstream Infrastructure. On or before July 1 of each year during which the Easements shall remain in effect, Grantor shall deposit, and Grantor shall cause Whole Oceans to deposit, the annual fees required under the Whole Oceans Water Supply Easement in a separate bank account under the control of Grantor (the "**R&M Account**"). Such funds shall not be co-mingled with other funds of Grantor, and such funds shall be withdrawn and used only for the costs and expenses related to the repair, maintenance, replacement and other improvements to the Downstream Infrastructure described above. Notwithstanding anything to the contrary contained in this Easement, Grantee shall not have any obligation to pay any fee or amount into the R&M Account and/or to otherwise pay for any repair, maintenance, replacement and/or other improvements to the Downstream Infrastructure.

(b) Upstream Water System. Grantor shall cause Whole Oceans to place, pursuant to the Whole Oceans Water Supply Easement, the net sales proceeds from the sale of the salt water pumps by Grantor for Whole Oceans in a separate bank account under the control of Grantor (the "**Upstream R&M Account**"). Such funds shall not be co-mingled with other funds of Grantor, and such funds shall be withdrawn and used only for the costs and expenses related to the Approved Upstream R&M Costs (as herein defined). The term "**Approved Upstream R&M Costs**" shall be, and include, only those repair and maintenance costs pertaining to the pumps and pump house that pump water from Alamoosook Lake to Silver Lake, the pipeline running from Alamoosook Lake to Silver Lake, and related equipment, valves, filters, meters, water control equipment and the like, and which either (i) cost less than $10,000 for any single item or related item; or (ii) cost $10,000 or more and are approved by both Grantor and Whole Oceans (or as determined by arbitration). For avoidance of doubt, Approved Upstream R&M Costs do not include any costs or expenses relating to any of the dams or the lakes within the Upstream Water System. Notwithstanding anything to the contrary contained in this Easement, Grantee shall not have any obligation to pay any fee or amount into the Upstream R&M Account and/or to otherwise pay for any repair, maintenance, replacement and/or other improvements to the Upstream Water System.

(c) Pumping from Alamoosook. If the amount of water in Silver Lake falls below 124 feet above MSL, at the request of, and to the extent requested by, Grantee, Grantor shall

pump water from Alamoosook Lake in an effort to raise the water level at Silver Lake, all in accordance with the Lake Management Plan. Grantee shall not be required to contribute to the costs to operate the pumps at Alamoosook Lake; Grantor and Whole Oceans shall have such obligation pursuant to the Whole Oceans Water Supply Easement.

(d) Insurance. Either Grantor or Grantee shall have the right, but neither shall be obligated, to insure the Fresh Water Supply System, or any portion thereof, against such perils and for such amounts as the insuring party shall determine in its sole and absolute discretion. If either Grantor or Grantee elects to insure all or any portion of the Fresh Water Supply System, and if there is a loss to the Fresh Water Supply System for which insurance proceeds are received by the insured party, such insured party agrees to make such insurance proceeds available for restoration of any damage to the Fresh Water Supply System to the extent of such covered loss. For avoidance of doubt, nothing in this Section 8(d) obligates either Grantor or Grantee to insure the Fresh Water Supply System, or any portion thereof.

Section 9. Grantor's Covenants. Grantor hereby covenants and agrees as follows:

(a) Grantor shall use its good faith efforts to (i) comply with the Silver Lake Indenture, the Lake Management Plan and any lake level order or other private agreement pertaining to the Silver Lake Water System to which Grantor is a party and applicable law; and (ii) manage the Silver Lake Water System in a manner such that the amount of water in Silver Lake is at or above the lower end of the Standard Range of Water Elevation, including providing for commercially reasonable and ordinary repair and maintenance. Good faith efforts mean, subject to commercially reasonable operating procedures and taking into account historical practices, pumping water from Alamoosook Lake, and, if necessary, releasing water from Toddy Pond, subject to any legal limitation (including, without limitation, the provisions of the Silver Lake Indenture, any changes in law and any condemnation or other taking by any governmental or quasi-governmental authority) on Grantor's ability to draw water from such lakes and maintaining the Silver Lake Water System to the extent necessary to facilitate sufficient water elevation in Silver Lake as provided in this subsection (a).

(b) Grantor shall use good faith efforts maintain the Downstream Infrastructure to the point of connection by Grantee and Whole Oceans to the extent reasonably necessary to facilitate continuous flow of water to Grantee and the Whole Oceans Connector Water Pipe in the amounts necessary to allow Grantee and Whole Oceans to withdraw the Available Water as described herein and to comply with applicable law, it being understood that Grantor shall not be obligated to expend its own funds but shall utilize funds in the R&M Account in connection with such efforts. Notwithstanding the foregoing, Grantor's obligations under this subsection (b) shall be subject to there being sufficient funds in the R&M Account to fund the costs of any such maintenance, repair, replacement, upgrades or modifications. Except in the case of an emergency, Grantor shall provide not less than sixty (60) days' notice before undertaking any maintenance, repair, replacement, upgrade or modification that would adversely impact the ability of Whole Oceans or Grantee to withdraw Water as contemplated herein. Any such work, whether planned or brought about by emergency, shall be undertaken in such a manner so as to minimize the disruption to the flow of Water to Grantee and Whole Oceans.

(c) If Grantor fails to satisfy in any material respect its obligations under subsection (b) of this Section with respect to the Downstream Infrastructure or fails to repair and maintain the Upstream Water System in accordance with subsection (a) of this Section resulting in or contributing to the water level at Silver Lake falling below the lower end of the Standard Range of Water Elevation, and such failure continues for thirty (30) days after written notice thereof to Grantor with a copy to Whole Oceans, or such shorter period of time as reasonable under the circumstances in the event of an emergency, Grantee shall have the right, but not the obligation, to perform such repair or maintenance or such obligations and recover the costs of such repair and maintenance from the Upstream R&M Account. To the extent that there are insufficient funds in the Upstream R&M Account or insufficient insurance proceeds as provided in Section 8(d) hereof to fully reimburse Grantee, Grantor shall reimburse Grantee for 100% of any such unreimbursed costs incurred by Grantee within forty-five (45) days after notice from Grantee setting forth the amount of such costs and providing reasonable documentation with respect thereto (a "**Reimbursement Request**"). If Grantor fails to reimburse Grantee for such costs, as set forth in the Reimbursement Request within such 45-day period, Grantee may thereafter offset such amount against any funds due hereunder from Grantee to Grantor until fully recovered and/or pursue any other remedy at law or in equity; provided, however, if on or before the end of such 45-day period Grantor notifies Grantee that it disagrees with the amount claimed by Grantee or with the right of Grantee to exercise its self-help right under this subsection (c) and demands arbitration under Section 13 hereof, then the parties will proceed to arbitration in accordance with Section 13 and Grantee shall not be entitled to offset any such amounts against any funds due hereunder from Grantee to Grantor or to pursue any other remedy until the conclusion of the arbitration or the parties otherwise agree. If the arbitration decision is that Grantee is entitled to reimbursement of its costs, such amount together with interest thereon from the date of the Reimbursement Request to the date of the arbitrator's decision at the Default Interest Rate shall be paid by Grantor to Grantee within ten (10) days after such arbitration decision is delivered to the parties. If not paid within such 10-day period, such amount, together with interest thereon from the date of the Reimbursement Request to the date of the arbitrator's decision at the Default Interest Rate, may thereafter be offset by Grantee against any funds due hereunder from Grantee to Grantor, or otherwise recover from Grantor. If Grantor fails to object to the Reimbursement Request and demand arbitration within the 45-day period specified above, Grantor shall be deemed to have accepted the costs set forth in the Reimbursement Request.

(d) Grantor will otherwise comply in all material respects with its obligations under this Exhibit C.

Section 10. *[intentionally omitted]*

Section 11. This Easement may be terminated by Grantor or Grantee if any in change in law, regulations or ordinances or any taking or other condemnation takes place that would make it legally or physically impracticable on a permanent basis for Grantor to comply with its obligations under this Easement; provided that in such event, Grantor shall comply with this Easement for so long as, and to the extent, legally permitted to do so or is physically able to do so, as applicable. If any such law, regulation or ordinance, or if any condemnation causes a non-permanent disruption of Grantor's ability to comply with its obligations hereunder, those obligations of Grantor rendered illegal or physically impractical shall be suspended during

disruption, but Grantor shall comply with those obligations hereunder that are not so interrupted and shall use its good faith efforts to minimize any disruption and to commence any interrupted obligations as soon as legally able or physically practicable to do so, provided that in no event shall Grantor be obligated to expend any funds in such effort or commence a lawsuit. Grantee shall have the right to challenge any such change in law, regulation or ordinances or condemnation within ninety (90) days; within which period, and for so long as Grantee is diligently and in good faith pursuing such challenge, Grantor shall have no right to terminate this Easement pursuant to this Section 11.

Section 12. Lender Protection Provisions for Grantee.

(a) Notwithstanding anything to the contrary in this Easement, Grantee, and its permitted successors and assigns, shall have the right to mortgage, pledge or collaterally assign its interests in the Easements, under one or more instruments, upon the condition that all rights acquired under such instruments shall be subject to each and all of the covenants, conditions and restrictions set forth in this Easement and provided further that the holder of any such mortgage also has a mortgage on the Whole Oceans Parcel, or portion thereof. The term "**Mortgage**" as used in this Section shall include fee mortgages, deeds of trust, collateral or conditional assignments of Grantee's interest in the Easements and like instruments and all modifications, extensions, renewals and replacements thereto. The term "**Mortgagee**" shall mean the holder of a Mortgage.

(b) If Grantee and/or its permitted successors and assigns shall grant a Mortgage with respect to the Easements, and if Mortgagee shall send to Grantor and Whole Oceans written notice of such Mortgage specifying the name and address of the Mortgagee (an "**Eligible Mortgagee**"), Grantor agrees that so long as any such Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the holder to Grantor and Whole Oceans, the following provisions shall apply:

(i) There shall be no termination of the Easements under Section 11 above and no modification of the Easements that impacts the rights or obligations of Grantee without the prior written consent of such Eligible Mortgagee.

(ii) Grantor shall, upon serving Grantee with any notice of default, also serve a copy of such notice upon the Eligible Mortgagee, and no such notice of default to Grantee shall be effective unless and until a copy of such notice is delivered to each such Eligible Mortgagee. The Eligible Mortgagee shall thereupon have the same period as Grantee, after notice is given to such Eligible Mortgagee, to remedy or cause to be remedied the defaults complained of, and Grantor shall accept such performance by or at the instigation of such Eligible Mortgagee as if the same had been done by Grantee.

(iii) Anything herein contained notwithstanding, while such Mortgage remains unsatisfied of record, if any default shall occur which, pursuant to any provision of this Easement, entitles Grantor to terminate the Easements, and if before the expiration of ten (10) days from the date of service of notice of termination upon such Eligible Mortgagee such Eligible Mortgagee shall have notified Grantor of its desire to nullify such notice

and shall have paid to Grantor all fees and other payments herein provided for, and then in default, and shall have complied or shall commence the work of complying with all of the other requirements of this Easement, if any, that are then in default, and shall prosecute the same to completion with reasonable diligence and cure such default within 30 days, (or if such default cannot reasonably be cured within 30 days, within such longer period of time as is reasonable under the circumstances so long as such Eligible Mortgagee commences such cure within such 30-day period and continues diligently and in good faith to complete such cure, but in no event shall the period be extended beyond 180 days) then in such event Grantor shall not be entitled to terminate the Easements and any notice of termination theretofore given shall be void and of no effect and the Easements shall be reinstated.

(iv) Grantee shall give the Eligible Mortgagee notice of any arbitration proceedings by the parties hereto and such Eligible Mortgagee shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that the Eligible Mortgagee shall not elect to intervene or become a party to such proceedings, Grantee will send the Eligible Mortgagee notice of, and a copy of any award or decision made in said arbitration proceedings.

(v) Each Eligible Mortgagee shall be a third-party beneficiary of the provisions of this Section and shall be entitled to enforce the provisions of this Section. Notwithstanding the foregoing, Grantor shall upon request, execute, acknowledge and deliver to each Eligible Mortgagee, an agreement prepared at the sole cost and expense of Grantee in form satisfactory to such Eligible Mortgagee, Grantee and Grantor, agreeing to all of the provisions of this Section.

(vi) Any notice to be given to an Eligible Mortgagee shall be given in accordance with the notice procedures set forth in Section 15(b) hereof, at the address specified in the notice referenced in Section 12(b) or subsequent notice from an Eligible Mortgagee.

(c) Notwithstanding anything to the contrary in this Section, if any Mortgagee forecloses on its Mortgage, or takes an assignment of the Easements in lieu of foreclosure, it, and its successors and assigns, shall be only be entitled to withdraw Water only if it, or its successors or assigns, also own a portion of the Whole Oceans Parcels and have assumed in writing reasonably satisfactory to Grantor all of Grantee's obligations under this Easement and have agreed to be bound by the provisions of this Easement. In any event, the rights of such Mortgagee, or its successors and assign, shall be subject to terms and conditions set forth in this Easement, including without limitation, the provisions of Section 3 and 4 above.

Section 13. Arbitration.

(a) All disputes (each, a "**Dispute**") under this Easement will be resolved by arbitration in accordance with the provisions of this Section.

(b) Either party may commence an arbitration proceeding by serving a written notice (an "**Arbitration Notice**") on the American Arbitration Association and on the other party or parties involved not more than ninety (90) days after the expiration of the time period provided for the parties to resolve such Dispute (or any extension thereof that may be mutually agreed by the parties involved). The Arbitration Notice shall contain a reasonably detailed description of the Dispute and the remedy sought and shall set forth the name of the arbitrator selected by the party giving the Arbitration Notice. The parties receiving the Arbitration Notice shall, within fifteen (15) days after receipt thereof, serve a notice (the "**Reply Notice**") on the party commencing the arbitration. Each Reply Notice shall contain a reasonably detailed response to the claim (including any counterclaims and remedies sought) by the parties giving the Reply Notice. If none of the parties submitting Reply Notices include an objection to the arbitrator designated in the Arbitration Notice or if no Reply Notice is timely given, then the arbitrator named in the Arbitration Notice shall serve as a sole arbitrator under this Section. If the arbitrator designated in the Arbitration Notice is objected to in any Reply Notice, as promptly as practicable, and no later than twenty (20) days after the date of the Reply Notice, the American Arbitration Association shall select a single arbitrator. Except as otherwise provided in this section, any arbitration hereunder shall be administered (and if necessary an arbitrator selected) by American Arbitration Association in accordance with its Commercial Arbitration Rules, or if the Dispute involves a matter related to the construction, reconstruction, maintenance or repair, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

(c) The arbitration proceeding shall take place in Portland, Maine, or in such other location as the Parties involved may agree in writing. The arbitrator shall:

(i) promptly fix a time and place for receiving information from the parties in connection with the Dispute at hand; and

(ii) make his or her decision only in relation to matters expressly referred to such arbitrator in accordance with this Section.

All decisions of the arbitrator or by a majority of the arbitrators shall be final and binding upon the parties involved.

(a) During the continuation of the resolution of any Dispute arising under this Easement and except as an arbitrator or a court having jurisdiction shall order otherwise, the parties shall continue to perform their obligations under this Easement.

(e) Anything to the contrary in this Section notwithstanding, if any Dispute involves the rights and obligations of one or more third parties and any such third parties do not agree to the arbitration provisions set forth in this Section, either Grantor or Grantee will have the right to resolve any such Dispute in a court of competent jurisdiction located in the State of Maine.

Section 14. **Force Majeure.** Grantor shall not be liable to Grantee or be in default under this Easement to the extent that any failure or delay by Grantor in performing its obligations under this Easement is due to any Force Majeure (as defined below). As soon as

practicable, but in no event later than five (5) Business Days after it becomes aware of the commencement of an occurrence that is a Force Majeure, Grantor will provide Grantee with notice in the form of a letter identifying the occurrence as a Force Majeure and describing in detail the particulars of the occurrence giving rise to the Force Majeure including the expected duration and effect of such Force Majeure and the steps that Grantor is taking to resume performance under this Easement. Failure to provide timely notice shall not constitute a waiver of a claim of a Force Majeure. The suspension of performance due to a claim of a Force Majeure will be of no greater scope and of no longer duration than is required by the Force Majeure. Grantor will take, or cause to be taken, such action as is commercially reasonable to void, or nullify, or otherwise to mitigate, in all material respects, the effects of such Force Majeure, in taking such actions, it being understood that under no circumstances shall Grantor be obligated to spend any of its own funds in taking any such action. Grantor shall take commercially reasonable action to resume the normal performance of its obligations under this Easement after the cessation of any Force Majeure, including any repairs to the Fresh Water Supply System that may be required as a result of any such Force Majeure event, it being understood that under no circumstances shall Grantor be obligated to spend any of its own funds in taking any such action. Without limiting the foregoing, in the event of such Force Majeure, Grantee shall have the right, at its sole cost and expense, to take such action as it determines as needed to void, or nullify, or otherwise to mitigate, in all material respects, the effects of such Force Majeure. For purposes hereof, "**Force Majeure**" means an event which (i) is not within the reasonable control of Grantor, (ii) was not caused by the acts, omissions, negligence, fault or delays of the Grantor, and (iii) by the prompt exercise of due diligence, Grantor is unable to overcome or avoid or cause to be avoided. Force Majeure may include, to the extent the conditions set forth in the preceding sentence are satisfied, any of the following: acts of God; acts of the public enemy, war, hostilities, invasion, insurrection, riot, civil disturbance, or order of any competent civil or military government; volcanoes, earthquakes, tidal waves, and similar geologic events and the effects thereof, abnormally severe weather events and resulting conditions (hurricanes, flooding, ice and snow, wind storms and drought); explosion or fire; malicious acts, terrorism, vandalism or sabotage; action or restraint by court order of any public or governmental authority not requested by Grantor or any affiliate of Grantor; the adoption, enactment or application to Grantor or its assets of any law or regulation or ordinance not existing or not applicable to Grantor or its assets on the date of this Easement (the "Effective Date"), or any change in any law or regulation or ordinance or the application thereof by a governmental authority after the Effective Date; and any taking or condemnation. Nothing in this Section 14 modifies, diminishes or otherwise affects Grantor's right to otherwise terminate the Easements in accordance with the terms set forth herein.

Section 15. Miscellaneous.

(a) The rights and obligations under the Easements touch and concern the land and shall constitute covenants running with the Easement Areas and Grantee Parcel and shall inure to the benefit of and be binding upon Grantor, and any successor to or assignee of Grantor's interests in the Easement Areas (Grantor and such successors and assigns, the "**Easement Areas Owner**") and Grantee and its successors and assigns, provided that, except as provided herein, Grantee will not assign any of its rights under the Easements in whole or in part or delegate any of its duties under this Easement to any third party without the prior written consent of the then current Easement Areas Owner, which consent shall not be unreasonably withheld, conditioned

or delayed, and provided further that Grantor may not assign or otherwise convey to any other party, other than to any party controlling, controlled by or under common control with Grantor in any manner any of its rights and/or obligations in the Easement Areas or under this Easement without first offering to assign such rights and obligations to Grantor in consideration of one dollar. Upon any change of control of Grantor, Grantee shall have the right to require Grantor to assign all of its rights and interest under this Easement to Grantee in consideration of one dollar. Any such assignment from Grantor to Grantee shall be in form and substance reasonably satisfactory to Grantee, and shall expressly include an assumption by Grantee of all of Grantor's obligations hereunder and under the Whole Oceans Water Supply Easement and shall not alter Whole Ocean's rights and obligations thereunder. Any assignment or delegation in violation of this Section will be void and of no force and effect. Notwithstanding the foregoing, Grantee shall have the right, without the consent of the then current Easement Areas Owner, but with not less than ten (10) days prior written notice to such Easement Areas Owner, to assign its rights under this Easement and together with such assignment delegate to the same party Grantee's duties hereunder, (i) to any party controlling, controlled by or under common control with Grantee provided that Grantee will not be relieved of its obligations hereunder upon any such assignment; (ii) to any successor in interest of any part of the Grantee Parcel who also acquires the business and activities located on, and directly related to and supporting operation at, the Grantee Parcel, which third party assumes contemporaneously with such assignment in a writing reasonably acceptable to such Easement Areas Owner and Whole Oceans, all of Grantee's rights and obligations under this Easement; and (iii) to any lender of Grantee as collateral security pursuant to Section 12 of this Exhibit C and to any third-party purchaser of such lender's interest in the Easements pursuant to any foreclosure or secured party's sale, or assignment in lieu thereof, provided that contemporaneously with such assignment such third party purchaser assumes in a writing reasonably acceptable to Grantor and Grantee, all of Grantee's rights and obligations under this Easement. Except as expressly set forth in this Easement, there are no third-party beneficiaries to this Easement other than Whole Oceans.

(b) All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered personally, (ii) one business day after being sent by nationally recognized overnight delivery service, return receipt requested, or (iii) three business days after being deposited in the United States mail, certified and with proper postage prepaid, return receipt requested, addressed as follows:

If to Grantor:

c/o American Iron & Metal Company, Inc.
9100 Henri-Bourassa E.
Montreal, QC H1E 2S4
Canada
Attn: General Counsel

COUNTY

If to Grantee:

Bucksport Generation LLC
2 River Road
Bucksport, ME 04416
Attention: Plant Manager & Legal Department

Any party may change the address to which notices or other communications are to be directed to it by giving notice of such change to the other parties in the manner provided in this Section and recording such notice of change of address in the Registry of Deeds.

(e) The terms and conditions of the Water Transmission Easement, the Water Use Easement and the Access Easement are intended solely for the benefit of the parties hereto and their respective successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of such Easements.

(f) Nothing in this Easement creates or is intended to create an association, trust, partnership, joint venture or other entity or similar legal relationship between the parties, or impose a trust, partnership or fiduciary duty, obligation or liability on or with respect to either party. Neither party shall act as or be the agent or representative of the other party.

(g) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY OR WHICH MAY ARISE UNDER THIS EASEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS EASEMENT.

(k) EACH PARTY HEREBY WAIVE ANY RIGHT TO SEEK OR OBTAIN ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES FROM ANY OTHER PARTY HERETO RESULTING FROM, OR ALLEGED TO BE RESULTING FROM, ANY VIOLATION OF, OR DEFAULT UNDER, THE TERMS AND CONDITIONS OF THIS EASEMENT.

Section 16. Purchase Rights.

(a) In the event that Grantor elects to sell all or any portion of the Fresh Water Supply System that is not an Excluded Transfer under Section 16(c), Grantor agrees that it will provide Grantee written notice of such election or proposed sale and (i) Grantee shall have a ninety (90) day option to purchase the Fresh Water Supply System for one dollar, such ninety (90) day period to commence upon receipt of such written notice, and (ii) if Grantee does not exercise such purchase option within such 90-day period, it shall have waived any right to purchase the Fresh Water Supply System under this Section 16(a) and the provisions of Section 16(b) shall apply. If Grantee does acquire the Fresh Water Supply System as provided herein, Whole

Ocean's right to purchase the Fresh Water Supply System as provided in this Section 16(b) shall continue after such acquisition.

(b) If Grantee does not timely exercise its right to purchase the Fresh Water Supply System as provided in subsection (a) above, prior to offering the Fresh Water Supply System for sale to any other party or prior to such membership interest sale, as applicable, Grantor shall first offer in writing to sell the Fresh Water Supply System, or such portion thereof that it intends to sell, to Whole Oceans for such price and upon such terms as Grantor shall determine (the "**Offer Notice** "). Whole Oceans shall then have a period of fifteen (15) days after receipt of such Offer Notice within which to notify Grantor in writing that Whole Oceans desires to accept such offer for the price and upon the terms stated in the Offer Notice. If Whole Oceans elects to purchase the Fresh Water Supply System, or such portion as is being offered for sale, it shall so notify Grantor in writing (the "**Acceptance Notice**") on or before the end of such 15-day period. If Whole Oceans does not so elect to purchase the Fresh Water Supply System, or such portion thereof that is offered for sale, within such 15-day period, Grantor shall be free to sell the Fresh Water Supply System, or such portion thereof that was offered for sale, to a third party at a price no less than and on terms no more favorable to a buyer than those offered to Whole Oceans in such Offer Notice, provided that such sale closes within one-hundred eighty (180) days after the giving of such Offer Notice to Whole Oceans. If the sale does not take place within such 180-day period, or if Grantor wishes to sell the Fresh Water Supply System, or such portion thereof, at a price that is less than the price offered to Whole Oceans in the Offer Notice or on terms and conditions materially more favorable than those offered to Whole Oceans in the Offer Notice, Grantor shall then again offer to Grantee and Whole Oceans the right to purchase the Fresh Water Supply System, or such portion thereof that is offered for sale, in accordance with the provisions of this Section. If Grantee declines such purchase and Whole Oceans fails to give such Acceptance Notice within such 15-day period, they each shall be deemed to have waived its rights with respect to that sale; provided, however, that any subsequent sale or conveyance shall be subject to the terms of this right of first offer. Neither Grantee n nor Whole Oceans shall have the right to purchase less than all of that portion of the Fresh Water Supply System that is described in the Offer Notice.

(c) The right to purchase granted hereunder to Grantee shall not apply to the sale or transfer (an "**Excluded Transfer**") to any entity that controls, is controlled by or is under common control with Grantor, provided that such transfer is for no consideration, other than for receipt of stock or membership interests in such entity; provided, however, that the purchase rights of Grantee granted in this Section 16 shall continue in effect following any Excluded Transfer and shall bind any transferee in such Excluded Transfer.

(d) If Grantee timely elects to purchase the Fresh Water Supply System, or so much thereof as is being offered for sale, the parties shall be bound to close such transaction and the closing of title shall take place on the business day that is at least 45 days after the date the Acceptance Notice is given. The closing shall be held at such time or place as the parties may mutually agree. At the closing, Grantor shall convey the Fresh Water Supply System to Grantee in accordance with the terms and conditions set forth in the Offer Notice and Grantee shall pay to Grantor the purchase price as set forth in the Offer Notice.

(d) Any sale of the Fresh Water Supply System, whether to Grantee under this Section 16, to Whole Oceans or to a third party, shall be subject to documentation reasonably satisfactory to Grantee that its rights and obligations with respect to the Fresh Water Supply System and this Easement will continue uninterrupted as set forth herein.

HANCOCK COUNTY

BK: OR 6951 PAGE:621 # OF PGS:47
05/22/2019 08:40:34 AM INSTR# 2019005790
JULIE A. CURTIS, REGISTER OF DEEDS
HANCOCK COUNTY MAINE
eRecorded Document

HANCOCK

Execution Copy

RELEASE AND CROSS EASEMENT INDENTURE

THIS RELEASE AND CROSS EASEMENT INDENTURE (this "Indenture"), dated as of May 21, 2019, is by and among **BUCKSPORT MILL LLC**, a Delaware limited liability company ("**BuckMill**"), **BUCKSPORT GENERATION LLC**, a Delaware limited liability company ("**BuckGen**"), and **WHOLE OCEANS, LLC**, a Delaware limited liability company ("**Whole Oceans**") (BuckMill, BuckGen, and Whole Oceans are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**").

RECITALS:

A. Reference is made to that certain plan entitled "Amended Mapfile 45, No. 29 Subdivision Plan Showing Lands Bucksport Mill, LLC, Bucksport Generation, LLC 2 River Road – Bucksport, Hancock County, Maine" prepared by Plisga & Day, dated December 28, 2018, and recorded in the Hancock County Registry of Deeds (the "**Registry**") in File 45, Page 96 (as amended from time to time, including by that certain plan entitled "Amended Mapfile 45, No. 96 Amended Mapfile 45, Nos. 29, 30, & 31 Amended Subdivision Plan for Bucksport Mill, LLC Bucksport Generation, LLC" prepared by Plisga & Day, dated March 19, 2019, and recorded in in the Registry in File 46, No. 11, "**Subdivision Plan**"), a reduced copy of which is attached hereto as Exhibit B. BuckGen is the owner of Lot 1, Whole Oceans is the owner of Lot 2, and BuckMill is the owner of Lot 3 and Lot 4. Lots 1, 3 and 4, and a portion of Lot 2, are depicted on the Subdivision Plan. Lot 1 is sometimes referred to herein as the "**BuckGen Parcel**"). Lot 2, together with the other property owned by Whole Oceans and described on Exhibit C attached hereto is sometimes collectively referred to herein as the "**Whole Oceans Property**". Lot 3 and Lot 4, together with the other property owned by BuckMill and described on Exhibit D attached hereto is sometimes collectively referred to herein as the "**BuckMill Property**".

B. Up until recently, the BuckGen Parcel, the BuckMill Property and the Whole Oceans Property (collectively, the "**Entire Property**"), and the various components and improvements thereon, were owned by affiliated entities. In order to facilitate the division of the Entire Property into multiple parcels to be owned and operated by separate owners, the parties have agreed to grant and/or recognize various easements on the Entire Property that run to the benefit of the Parties hereto

C. Reference is made to that certain multi-sheet plan entitled Cross Easements Bucksport Mill, LLC Route 15-Bucksport, Maine, prepared by Plisga & Day, a reduced copy of which is attached hereto as Exhibit A, with a full-sized copy being recorded in the Hancock County Registry of Deeds herewith (as amended from time to time, the "**Easement Plan**"). The following easement areas are identified on the Easement Plan:

(i) an access easement area located on Lot 1, Lot 2 and Lot 4, and the area adjacent to State Route 15, which area is labeled on the Easement Plan as "**Access Easement Area**";

(ii) an easement area situated on the easterly side of Lot 4 of the BuckMill Property and identified on the Easement Plan and referred to herein as the "**Lot 4 Eastside Easement Area** "; and

(iii) an easement area situated on the northerly side of Lot 1, the BuckGen Parcel, and adjacent to the Lot 4 Eastside Easement Area, identified on the Easement Plan and referred to herein as the "**Lot 1 Eastside Easement Area**"; and together with Lot 4 Eastside Easement Area, the "**Eastside Easement Area**"; and

(iv) an easement area situated on the westerly side of Lot 3 of the BuckMill Property and identified on the Easement Plan and referred to herein, as "**Lot 3 Riverside Easement Area**";

(v) an easement area situated on the southwesterly side of Lot 2 of the Whole Oceans Property and adjacent to Lot 3 Riverside Easement Area and the Penobscot River and identified on the Easement Plan and referred to herein as the "**Lot 2 Riverside Easement Area**" and together with the Lot 3 Riverside Easement Area, the "**Riverside Easement Area**";

(vi) a roughly 30 foot wide access easement running from the Access Easement through Lot 4 (solely within the Eastside Easement Area), Lot 1, Lot 3 and Lot 2 (solely within the Access Easement Area), to be located generally in the area identified on the Easement Plan and referred to herein as the "**Loop Road**"; and

(vii) an easement area situated on the northwest sideline of Lot 4 adjacent to the boundary of Lot 2 and identified on the Easement Plan and referred to herein as the "**Lot 4 Grading Easement Area**";

(viii) an easement area situated on Lot 3 and identified on the Easement Plan and referred to herein as the "**Duct Bank Electrical Easement Area**"; and

(ix) an easement area situated on land of BuckMill located southerly of the Access Easement Area and between the railroad tracks and State Route 15, identified on the Easement Plan and referred to herein as the "**Route 15 Utility Easement Area**").

D. There is currently located on the southern end of the Lot 2 Riverside Easement Area a pump house that pumps water out of the Penobscot River. Such pump house, together with all pumps, water intake facilities, valves, meters, filters, and related equipment located within or attached to such pump house, are referred to herein as the "**Salt Water Pump House**". The Salt Water Pump House is depicted on the Easement Plan. Piping will need to be installed

to transport water from the Salt Water Pump House to the Whole Oceans Property. The Salt Water Pump House and the various water lines, pipes, pipe lines, conduits, valves, meters, and other equipment and facilities that have historically delivered or were designed to deliver water from the Penobscot River to portions of the Entire Property, and which will be added by Whole Oceans as provided in this Indenture to deliver water to the Whole Oceans Property, are collectively referred to herein as the "**River Water Intake System**".

E. There is currently located on the Riverside Easement Area existing discharge facilities for discharging water, wastewater, leachate, and stormwater through outflow pipes into the Penobscot River, which facilities include outflow pipes extending into the Penobscot River, including outflow pipe #001B, together with diffusers attached thereto, ("**Outflow Pipe #001B**") and outflow pipe #003, together with diffusers attached thereto, ("**Outflow Pipe #003**", and together with Outflow Pipe #001B, the "**Outflow Pipes**"), both of which Outflow Pipes are depicted on the Easement Plan. Such Outflow Pipes, together with related pipelines, valves, meters, filters, wastewater treatment pools, trenches, a grit pit, valve house and related equipment and facilities, currently existing and to be installed and constructed by Whole Oceans as provided in this Indenture, are collectively referred to herein as the "**River Water Discharge System**").

F. Whole Oceans intends to construct additional pipelines, in accordance with this Indenture, connecting to the existing River Water Intake System to supply water to the Whole Oceans Property. BuckMill currently has pipelines included in the existing River Water Discharge System that are used to discharge water, wastewater, leachate, and stormwater from the BuckMill Property to the Penobscot River. Whole Oceans intends to construct additional pipelines, in accordance with this Indenture, connecting to the existing River Water Discharge System to be used to discharge water, wastewater, leachate, and stormwater from the Whole Oceans Property to the Penobscot River.

G. The Parties desire to confirm and exchange certain rights and easements necessary and convenient for the use of their respective properties.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
RELEASE OF CERTAIN EASEMENTS

Section 1.1 **Release to Whole Oceans**. BuckGen, for consideration paid, releases to Whole Oceans, all of BuckGen's right, title and interest in and to the Whole Oceans Property, including but not limited to any and all rights and easements, rights to request new easements, and rights to request modifications to existing easements encumbering the Whole Oceans Property. Specifically included in the forgoing release are all rights granted to BuckGen pursuant to that certain deed from BuckMill to BuckGen dated December 21, 2016, and recorded in the Hancock County Registry of Deeds in Book 6702, Page 172 (the "**BuckGen Deed**") and that certain ground lease from BuckMill to BuckGen dated January 29, 2015, a memorandum of

which is recorded in the Hancock County Registry of Deeds in Book 6464, Page 130 (the "**BuckGen Lease**") insofar as they encumber the Whole Oceans Property.

Section 1.2 **Release to BuckMill**. BuckGen, for consideration paid, releases to BuckMill, all of BuckGen's right, title and interest in and to the BuckMill Property, including but not limited to any and all rights and easements, rights to request new easements, and rights to request modifications to existing easements encumbering the BuckMill Property. Specifically included in the forgoing release are all rights granted to BuckGen pursuant to the BuckGen Deed and the BuckGen Lease insofar as they encumber the BuckMill Property.

ARTICLE 2

ACCESS EASEMENT

Section 2.1 **Grant of Access Easement and Easement for Loop Road**

(a) Whole Oceans, for consideration paid, grants to BuckMill and BuckGen, for the benefit of the BuckMill Property and the BuckGen Parcel, respectively, a perpetual non-exclusive easement for vehicular and pedestrian access over and across (i) the roads, driveways and sidewalks now or hereafter existing on the portion of the Whole Oceans Property located within the Access Easement Area to provide ingress to and egress from the BuckMill Property and the BuckGen Parcel, respectively, and Route 15, also known as Main Street, and (ii) the portion of the Loop Road now or hereafter existing on the Whole Oceans Property to provide access to Lot 3 and Lot 4 of the BuckMill Property and the BuckGen Parcel.

(b) BuckMill, for consideration paid, grants to (i) Whole Oceans and BuckGen, for the benefit of the Whole Oceans Property and the BuckGen Parcel, respectively, a perpetual non-exclusive easement for vehicular and pedestrian access over and across the roads, driveways and sidewalks now or hereafter existing on the portion of the BuckMill Property located within the Access Easement Area and the Eastside Easement Area to provide ingress to and egress from the Whole Oceans Property and the BuckGen Parcel, respectively, and Route 15, also known as Main Street, and (ii) BuckGen, for the benefit of the BuckGen Parcel, a perpetual non-exclusive easement for vehicular and pedestrian access over and across that portion of the Loop Road located now or hereafter existing on the BuckMill Property to provide to provide access to the BuckGen Parcel.

(c) BuckGen, for consideration paid, grants to (i) Whole Oceans and BuckMill, for the benefit of the Whole Oceans Property and the BuckMill Property, respectively, a perpetual non-exclusive easement for vehicular and pedestrian access over and across the roads, driveways and sidewalks now or hereafter existing on that portion of the BuckGen Parcel located within the Access Easement Area and the Eastside Easement Area to provide ingress to and egress from the Whole Oceans Property and the BuckMill Property, respectively, and Route 15, also known as Main Street and (ii) BuckMill, for the benefit of Lot 3 and Lot 4 of the BuckMill Property, a perpetual non-exclusive easement for vehicular and pedestrian access over and across that portion of the Loop Road now or hereafter existing on the BuckGen Parcel to provide access to the BuckMill Property.

(d) The easements set forth in paragraphs (a)(i), (b)(i) and (c)(i) are collectively referred to herein as the "**Access Easement**" and the easements set forth in paragraphs (a)(ii), (b)(ii) and (c)(ii) are collectively referred to herein as the "**Loop Road Easement**".

Section 2.2 Terms and Conditions

(a) Each Party shall enter upon and shall use the Access Easement Area and Loop Road Easement at its own risk and hereby releases each other Party from any liability with respect to, or arising out of, such entrance or use, except with respect to any negligence or intentional misconduct of another Party, in which case such other Party only shall not be released.

(b) Each Party hereby agrees to indemnify and hold harmless the other Parties from and against any and all damages, liabilities, losses, expenses, claims, and suits (including reasonable attorneys' fees) incurred or suffered in consequence of or arising in any manner out of the exercise of its rights under the Access Easement or the Loop Road Easement by the indemnifying Party or its officers, employees, agents, contractors, or invitees, except to the extent caused by the gross negligence or intentional misconduct of the indemnified Party.

(c) Each Party shall have the right, but not the obligation, to repair and maintain the Access Easement and the Loop Road Easement, including snow removal. Notwithstanding anything to the contrary in the foregoing, a Party will promptly repair (in accordance with paragraph (d) below) any damage to the property subject to the Access Easement and the Loop Road Easement that is caused by such Party or its officers, employees, agents, contractors, or invitees. No Party hereto shall be obligated to reimburse any other Party with respect to such repairs or maintenance, except that a Party shall be responsible for the cost of any repairs or maintenance that were necessitated by any negligent or intentional act of such Party.

(d) No Party shall interfere with another Party's right to access its property over the Access Easement and the Loop Road Easement. Notwithstanding the foregoing, temporary interference in connection with utility installation or maintenance shall be permitted with ten (10) days' prior written notice to each affected party, provided that any such temporary interference is minimized in scope and duration, provided, further, that in no event shall access to the Parties' respective properties be blocked during any such installation or maintenance.

(e) No Party shall, as a result of any work done by or for the benefit of such Party, suffer or permit any mechanic's or materialmen's lien to attach to the property of any other Party. In the event any such lien shall be filed and recorded, the Party having done such work or for whose benefit the work was done, shall promptly take steps to remove such lien in any lawful manner.

(f) The Parties acknowledge that Central Maine Power Company ("**CMPCo**") may require an easement over and across the Loop Road to provide access between Route 15, also known as Main Street, and the Substation owned by CMPCo and identified on the Easement Plan and the power easements on the Whole Oceans Parcel owned by CMPCo. Upon request of Whole Oceans, all Parties shall execute and deliver to CMPCo an easement in recordable form granting CMPCo the above-described easement over the Loop Road, in form and substance reasonably satisfactory to the Parties and CMPCo. Neither BuckMill nor BuckGen, nor any subsequent owner of all or any portion of Lot 1, Lot 3 or Lot 4 shall have any responsibility for

any improvements required by CMPCo to the Loop Road. Any such which work will be coordinated with the owner of BuckGen Parcel and subject to the reasonable requirements of such owner.

ARTICLE 3
EASTSIDE UTILITY EASEMENTS

Section 3.1 Grant of Utility Easements

(a) BuckMill, for consideration paid, grants to Whole Oceans and BuckGen, for the benefit of the Whole Oceans Property and the BuckGen Parcel, respectively, a perpetual non-exclusive easement over, under, across, and through the Lot 4 Eastside Easement Area and the Route 15 Utility Easement Area, for the purposes and subject to the conditions set forth herein.

(b) BuckGen, for consideration paid, grants to Whole Oceans and BuckMill, for the benefit of the Whole Oceans Property and the BuckMill Property, respectively, a perpetual non-exclusive easement over, under, across, and through the Lot 1 Eastside Easement Area, for the purposes and subject to the conditions set forth herein.

Section 3.2 Purposes. The easements granted by BuckMill pursuant to Section 3.1(a) above and the easements granted by BuckGen pursuant to Section 3.1(b) above (collectively, the "**Eastside Utility Easements**"), shall be for the following purposes:

(a) to erect, install, bury, construct, maintain, repair, rebuild, replace, modify, operate, and patrol water lines, pipes, pipe lines, conduits, pumps, valves, meters, and other equipment, facilities, and appurtenances related thereto for the delivery and monitoring of water to the Whole Oceans Property, the BuckMill Property or the BuckGen Parcel, as applicable, together with the right, subject to and in accordance with Section 3.3 below, to connect with any and all pipelines, valves, and equipment owned by BuckMill or BuckGen as are now or may hereafter be located within the Eastside Easement Area or the Route 15 Utility Easement Area for the purpose of supplying water to the Whole Oceans Property, the BuckMill Property and the BuckGen Parcel, as applicable;

(b) to erect, install, bury, construct, maintain, repair, rebuild, replace, modify, operate and patrol all water line pipes, pipe lines, sewer pipes, storm water pipes, a leachate line connected to BuckMill's existing landfill situated in Bucksport, Maine, natural gas supply lines, electrical and telecommunications lines, wires, cables, and all fixtures and appurtenances related thereto including, without limitation, conduits, valves, meters, regulators, batteries, wires, cables, metering, protection systems, monitoring devices, and other equipment, facilities, and appurtenances related thereto for the purpose of supply and monitoring all utility services, as defined in 33 M.R.S. § 458(2)(B), to the Whole Oceans Property, the BuckMill property or the BuckGen Parcel, as applicable, together with the right, after obtaining the consent of the owner of such facilities, to connect with any and all such utility services as are now or may hereafter be located within the Eastside Easement Area, which consent shall not be unreasonably withheld, conditioned or delayed. Without limiting the generality of the foregoing, these utilities shall include water, natural gas, and telecommunications;

(c) to erect, install, bury, construct, and with respect to the Whole Oceans Property, the BuckMill Property or the BuckGen Parcel, as applicable, to maintain, repair, rebuild, replace, operate, and patrol pipe lines or conduits with all necessary equipment, facilities, and appurtenances thereto for conveying sewage and/or wastewater, together with the right, after obtaining the consent of the owner of such facilities, which consent shall not be unreasonably withheld, conditioned or delayed, to connect to existing pipelines, valves, conduits, and equipment for the purpose of conveying sewage and/or wastewater from the Whole Oceans Property, and the BuckGen Parcel, as applicable; and

(d) to grant easements to public utilities for any of the aforementioned utilities, subject to the prior approval of the Party or Parties owning fee title to the property that will be affected by such easements, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 3.3 Terms and Conditions.

(a) In exercising its rights under the Eastside Utility Easements, each of Whole Oceans, BuckGen and BuckMill shall have the right to, and shall be responsible for, the cost to connect to the existing water supply system located within the Eastside Easement Area bringing water from Silver Lake and to install a meter to measure the use of such water taken by Whole Oceans, BuckMill or BuckGen, as applicable. The location of such connection and meter and the details of such connection and installation shall be subject to review and approval by BuckMill, which approval shall not be unreasonably withheld, conditioned, or delayed.

(b) Unless otherwise approved by the applicable fee owner, all pipelines and conduits shall be installed underground; provided, however, that all connections to existing facilities and those portions of the facilities customarily located above-ground or that need to be above-ground to reasonably access and/or repair, or for safety reasons, such as pumps, valves, monitors, regulators and the like, may be above-ground together with a structure to house any such above-ground facilities.

(c) The Eastside Utility Easements shall include the right of Whole Oceans, BuckGen and BuckMill, as applicable, to access by workers and equipment in order to carry out or effectuate the purposes of the easements specified above. During construction and any repair, replacement, upgrade, or maintenance, Whole Oceans, BuckMill and BuckGen, as applicable, shall have the temporary right to enter on adjacent property of Whole Oceans and BuckGen, with personnel, vehicles, and equipment, as reasonably required in order to undertake and complete such construction, repair, and maintenance, upon advance notice to the Party owning such adjacent property. The Party making such entry shall use its good faith efforts to minimize disruption to operations on such adjacent property.

(d) The Parties hereby covenant and agree that (i) each Party's water lines, pipes, pipe lines, conduits, valves, meters, and other equipment and facilities installed by or for such party pursuant to this Article 3 (collectively, the "**Utility Infrastructure**") are and shall continue to be personal property owned by Party installing such Utility Infrastructure, notwithstanding its affixation or annexation to any real property; and (ii) such water lines, pipes, pipe lines, conduits, valves, meters, and other equipment and facilities are hereby severed and shall be and remain

separate and severed from the real property on which it is located, even if affixed or annexed thereto now or in the future. To the extent applicable, this document shall constitute an agreement pursuant to Title 33 M.R.S. §455.

(e) Prior to any Party locating any new facilities or improvements permitted pursuant to this Article in a portion of the Eastside Easement Area not owned by such Party, the Party installing such new facilities or improvements shall first provide to the Party that owns the parcel where the new facilities or improvements are to be located engineered drawings reflecting such location. Any such location shall be subject to the prior approval of such owner, as provided in Section 3.3(m) below. Prior to any Party connecting into any portion of the existing infrastructure, the Party making such connection shall first provide to the Party or Parties currently using that portion of the existing infrastructure engineered drawings reflecting such connection. Any such connection shall be subject to the prior approval the Party or Parties already using such portion of the existing infrastructure, as provided in Section 3.3(m) below.

(f) Any Party performing any work in the Eastside Easement Area shall be obliged to obtain, or shall cause the appropriate party to obtain, all necessary local, state, and federal permits, licenses, consents, and entitlements related to any work to be done by it or on its behalf in such Eastside Easement Area. The other Parties shall reasonably cooperate in all such permitting processes, at no out of pocket cost or expense.

(g) Whole Oceans agrees to repair and maintain the Whole Oceans Utility Infrastructure at its sole expense as necessary to ensure that they do not become an environmental or safety hazard. BuckMill and Buck Gen each agree to repair and maintain their respective utility infrastructure located within or adjacent to the Eastside Easement Area, at their own cost, as necessary to ensure that they do not become an environmental or safety hazard.

(h) No Party shall suffer or permit any mechanic's or materialmen's lien to attach to the property of any other Party by virtue of the exercise of such Party's rights under this Article 3. In the event any such lien shall be filed and recorded, the Party having done such work or for whose benefit the work was done shall promptly take steps to remove such lien in any lawful manner.

(i) Any Party performing any work in the Eastside Easement Area agrees to promptly restore all areas of the Eastside Easement Area affected by such work as near as reasonably possible to its or their immediately prior condition; provided that such obligation to restore shall expressly exclude any obligation to restore vegetation. Notwithstanding the foregoing, any Party performing any such work on Lot 4 of the BuckMill Property shall promptly restore any vegetation and/or landscaping located on said Lot 4 affected by any such work to its immediately prior condition.

(j) Each Party (an "Indemnifying Party") hereby agrees to indemnify and hold harmless the other Parties from and against any and all damages, liabilities, losses, expenses, claims, and suits (including reasonable attorneys' fees) incurred or suffered as a consequence of or arising in any manner out of the Indemnifying Party's exercise of the rights granted by this Article 3 by the Indemnifying Party or its officers, employees, agents, contractors, or invitees, or

the breach or violation of the terms of this Article 3 by the Indemnifying Party, except to the extent caused by the negligence or intentional misconduct of the other Parties.

(k) BuckMill and BuckGen each reserves all rights to use their respective Eastside Easement Area in any manner that is not inconsistent with the rights granted to Whole Oceans hereunder and does not interfere with the use and enjoyment by Whole Oceans of the easements granted by this Article 3. The foregoing notwithstanding, BuckMill and BuckGen covenant and agree that they will not (i) construct any buildings or other permanent structures within the Eastside Easement Area; or (ii) conduct any excavation or utility work within the Eastside Easement Area, without first affording Whole Oceans thirty (30) days prior written notice of such intent, said notice to include reasonably detailed engineering plans of such work. Notwithstanding the foregoing, the Parties acknowledge that (x) Whole Oceans may request an easement to CMP Co. for the Loop Road as provided in Section 2.2(f) hereof and (y) BuckMill and BuckGen will continue the location, operation, and maintenance of any subsurface utilities and/or conduits now in place within the Eastside Easement Area, provided, that, subject to the notice and consent provisions of subsection (m) below, and the other requirements of this Section 3.3, such subsurface utilities and/or conduits may be replaced in connection with changes to the manner in which utilities are being provided to all or any portion of the Entire Property.

(l) All Parties agree to observe good utility practices, and to use their good faith efforts to undertake activities within the Eastside Easement Area in such a manner so as to minimize the effect on the equipment, facilities, and infrastructure installed by the other Parties or servicing the land of such other Parties, and at no time will a Party's access or utilities be negatively impacted by such activities without the prior consent in each case of such negatively impacted Party.

(m) With respect to any approval, consent, notice or plans to be submitted to any of the Parties under this Section, the Party receiving a request for such approval or consent, or receiving such notice or plans shall have 30 days to respond in writing, and the Party requesting such approval or consent or submitting such notice and/or plans, as applicable, shall not commence any such excavation or utility work or other work or take such action subject to such approval or consent without receipt of the other Parties' prior approval or consent, which approval or consent shall not be unreasonably withheld, conditioned or delayed, provided that (x) if a Party receiving such request for approval or consent, or receiving such notice and/or plans does not respond within such thirty (30) day period, the submitting Party may commence such work or take such action as specified therein, (y) any denial of approval or consent shall include a reasonably detailed explanation for the reason such denial, and (z) the foregoing will not apply in the event of any emergency, but the Party submitting such request for approval or consent or such notice and/or plans, as applicable, will provide notice of the same to the other Parties as soon as is practicable and will use reasonable efforts to minimize the work or action as necessary to address the emergency.

(n) Gas is currently brought to the Eastside Easement Area by Bangor Gas Company, LLC ("**Bangor Gas**") pursuant to certain easement deeds, including Easement Release Deed and Agreement for Gas Line between Bangor Gas and Champion International Corporation dated May 24, 2000 and recorded in the Hancock County Registry of Deeds in Book 2919, Page 354

and Easement Release Deed and Agreement for Meter Site between Bangor Gas and Champion International Corporation dated May 24, 2000 and recorded in said Registry in Book 2919, Page 365 (collectively, the "**Bangor Gas Easements**"). BuckMill and BuckGen hereby (i) assign to Whole Oceans, in common with BuckMill and BuckGen, the right to request service from Bangor Gas through the Bangor Gas Easements; and (ii) agree that they will not terminate the Bangor Gas Easements, or either of them, without the approval of Whole Oceans, which approval shall not be unreasonably withheld, conditioned or delayed. If Whole Oceans requests service from Bangor Gas, Whole Oceans shall have the right, at its sole cost and expense, to connect to the Bangor Gas system and to install a meter to measure the use of such gas by Whole Oceans. The location of such connection and meter and the details of such connection and installation shall be subject to review and approval by BuckMill, which approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 4
RIVERSIDE EASEMENTS

Section 4.1 Grant of Riverside Easements;

(a) BuckMill, for consideration paid, grants to Whole Oceans, for the benefit of the Whole Oceans Property, a perpetual non-exclusive easement over, under, across, and through the Lot 3 Riverside Easement Area, and the intertidal zone adjacent thereto, for the purposes and subject to the conditions set forth herein.

(b) Whole Oceans, for consideration paid, grants to BuckMill, for the benefit of the Lot 3 and Lot 4 of the BuckMill Property, a perpetual non-exclusive easement over, under, across and through the Lot 2 Riverside Easement Area, and the intertidal zone adjacent thereto, for the purposes and subject to the conditions set forth herein.

Section 4.2 Purposes

(a) The easements granted by BuckMill to Whole Oceans pursuant to Section 4.1(a) above shall be to (i) install, bury, construct, maintain, repair, rebuild, replace, operate, and patrol all water lines, pipes, pipe lines, conduits, valves, pumps, meters, and other equipment, facilities, and appurtenances thereto for drawing water from the Penobscot River through the River Water Intake System and conveying and discharging water into the Penobscot River through the River Water Discharge System, together with the right to connect to existing pipelines, valves, conduits, and equipment for the benefit of the Whole Oceans Parcel for the purpose of discharging waste water to the Penobscot River through the River Water Discharge System; provided that the location of any such pipes, conduits, and valves on the Lot 3 Riverside Easement Area and the connection by Whole Oceans into any existing pipelines, valves, conduits, or equipment, shall be subject to the provisions of Section 4.3 below, and (ii) for access over any travelways located on the Lot 3 Riverside Easement Area from time to time as reasonably necessary for the purposes set forth in this Section 4.2(a). Whole Oceans shall have the right to remove surface slabs or underground foundations from demolished structures in the exercise of its rights hereunder, subject to the terms hereof.

(b) The easement granted by Whole Oceans to BuckMill pursuant to Section 4.1(b) above shall be to (i) maintain, repair, rebuild, operate, and patrol all existing stormwater discharge lines, pipes, pipe lines, conduits, valves, meters, and other equipment, facilities, and appurtenances thereto currently used for conveying and discharging stormwater into the Penobscot River through the existing stormwater lines and facilities within the River Water Discharge System and Outflow Pipe #001B, together with any replacements or upgrades thereof in the same location, subject to the provisions of Section 4.3 below, and (ii) for access over any travelways located on the Lot 2 Riverside Easement Area from time to time as reasonably necessary for the purposes set forth in this Section 4.2(c).

Section 4.3 Terms and Conditions.

(a) BuckMill and Whole Oceans shall be responsible for the cost of repair, upgrade, and maintenance of the River Water Discharge System in the following manner:

(i) The cost of repair, upgrade, and maintenance of any "Common Facilities" (as defined below) within the River Water Discharge System shall be shared by the Parties using such Common Facilities in proportion to the amount of water that each Party sharing that Common Facility bears to the total amount of water that all Parties sharing that Common Facility have discharged into that Common Facility during the preceding calendar year. Notwithstanding the foregoing, if a Party's volume of water discharged through the Common Facilities increases by 100% or more over the prior year's volume of water discharged through the Common Facilities, and any upgrade, repair or maintenance is performed in such year, then such Party's share of the cost of such upgrade, repair or maintenance will be increased equitably to account for such increase in volume. The cost and repair of any "Exclusive Facilities" (as defined below) within the River Water Discharge System shall be borne solely by the Party that has the exclusive use of such Exclusive Facility.

(ii) As used herein, the term "**Exclusive Facilities**" shall mean any portion of the River Water Discharge System, as the case may be, that is used exclusively by a single Party and that no other Party has the right to use. The term "**Common Facilities**" shall mean any portion of the River Water Discharge System that is used by more than one Party or is connected in such a way so as to be capable of being used by more than one Party whether or not it is actually being used by more than one Party.

(iii) Whole Oceans shall be responsible for maintaining, upgrading and repairing the Common Facilities to which it is one of the benefited Parties at a sufficient level to handle the requirements of the Parties entitled to use the same; provided, however, that Whole Oceans shall not be required to make any capital expenditures to repair or replace any portion of the Common Facilities. Whole Oceans will invoice BuckMill for its prorata share in accordance with the above. Any such amounts invoiced shall be due and payable from BuckMill within ten (10) days of invoice. Any amounts due under this Section and not paid within ten (10) days of such invoice shall accrue interest at the lower of (a) the "**WSJ Prime Rate**" (as defined below) plus 100 basis points (the "**Default Interest Rate**"), and (b) the highest rate permitted under applicable

law, from the date of invoice until paid. The WSJ Prime Rate shall mean the rate of interest published in The Wall Street Journal from time to time as the "U.S. Prime Rate". If more than one Prime Rate is published in The Wall Street Journal for a day, the average of the Prime Rates shall be used, and such average shall be rounded up to the nearest one–quarter of one percent (.25%). If The Wall Street Journal ceases to publish the "U.S. Prime Rate", Whole Oceans shall select a comparable publication that publishes such "U.S. Prime Rate", and if such prime rates are no longer generally published, then Whole Oceans shall select a comparable interest rate index, at its reasonable discretion.

(iv) If Whole Oceans fails to satisfy in any material respect its obligations to maintain the Common Facilities as provided in clause (iii) above, and such failure continues for thirty (30) days after written notice thereof to Whole Oceans from any other Party using such Common Facilities setting forth in reasonable detail such failure and proposed action to be taken, the Party providing such notice shall have the right, but not the obligation, to perform such repair or maintenance or such obligations and recover from Whole Oceans its share of the cost of such repair and maintenance, which amount shall be paid within ten (10) days after notice from the Party performing such work confirming that such work has been completed and setting forth the amount of such costs, Whole Oceans' share and providing reasonable documentation with respect thereto (a "**Reimbursement Request**"). Any amount not paid within such 10-day period shall bear interest at the Default Interest Rate; provided, however, if on or before the end of such 10-day period Whole Oceans notifies the other Party that Whole Oceans disagrees with the amount claimed by such Party or with the right of such Party to exercise its self-help right under this subsection and demands arbitration under Section 6.1 hereof, then the parties will proceed to arbitration in accordance with Section 6.1. If the arbitration decision is that the Party providing the Reimbursement Request is entitled to reimbursement of its costs, such amount together with interest thereon from the date of the Reimbursement Request to the date of the arbitrator's decision at the Default Interest Rate shall be paid by Whole Oceans to such Party within ten (10) days after such arbitration decision is delivered to the parties.

(v) If any Party fails to timely pay its prorata share of expenses as provided in this Section 4.3(a) and arbitration is demanded in accordance with Section 6.1 hereof, the prevailing party shall be entitled to recover reasonable attorneys' fee and costs.

(b) Prior to any Party locating any new facilities or improvements permitted pursuant to this Section 4 in a portion of the Riverside Easement Area not owned by such Party, the Party installing any such new facilities or improvements shall first provide to the Party that owns the parcel where the new facilities or improvements are to be located engineered drawings reflecting such location. Any such location shall be subject to the prior approval of such owner, as provided in Section 4.3(n) below. Prior to any Party connecting into any portion of the existing River Water Discharge System, the Party making such connection shall first provide to the Party or Parties currently using that portion of the River Water Discharge System engineered drawings reflecting such connection. Any such connection shall be subject to the prior approval the Party or Parties already using such portion of the River Water Discharge System, as provided in

Section 4.3(n) below. If any facility or improvement is connected to a portion of the River Water Discharge System that is currently being used by one or more other Parties, the party that is making the connection shall also install a meter so that usage of water or other utility can be properly measured and its quality and effluent tested.

(c) The discharge by BuckMill of water to the Penobscot River through the River Water Discharge System shall not exceed 750,000 gallons per day on an intermittent basis. BuckMill shall install meters on its river water discharge facilities at locations approved by Whole Oceans that accurately track the total discharge of water by BuckMill to the Penobscot River.

(d) Unless otherwise approved by the applicable fee owner, all new intake and discharge water facilities installed on such fee owner's parcel shall be installed underground; provided, however, that all connections to existing facilities and those portions of the facilities customarily located above-ground or that need to be above-ground to reasonably access and/or repair or for safety reasons, such as pumps, valves, monitors, and regulators and the like, may be above-ground, together with structures to house any such above-ground facilities.

(e) The above easements shall include the right of benefited party to access by and with workers and equipment in order to carry out or effectuate the purposes of the easements specified above. During construction and any repair, replacement, upgrade, or maintenance, each Party shall have the temporary right to enter on adjacent property of a Party, with personnel, vehicles, and equipment, as reasonably required in order to undertake and complete such construction, repair, replacement, upgrade, or maintenance, upon advance notice to such Party. The Party performing such construction, repair, or maintenance shall use its good faith effort to minimize disruption to operations on such adjacent property.

(f) All intake and discharge facilities within the River Water Intake System and River Water Discharge System, now existing or added pursuant to this Indenture are collectively referred to herein as "**River Water Facilities**"). The Parties hereby covenant and agree that (i) each Party's River Water Facilities are and shall continue to be personal property notwithstanding their affixation or annexation to any real property; and (ii) such River Water Facilities are hereby severed and shall be and remain separate and severed from the real property on which they are located, even if affixed or annexed thereto now or in the future. To the extent applicable, this document shall constitute an agreement pursuant to Title 33 M.R.S. §455.

(g) Any Party undertaking any construction or work within the Riverside Easement Areas shall be obliged to obtain, or shall cause the appropriate party to obtain, all necessary local, state, and federal permits, licenses, consents, and entitlements related to any work to be done by it or on its behalf in the Riverside Easement Area. The other Parties shall reasonably cooperate in all such permitting processes, at no out of pocket cost or expense.

(h) Except as otherwise provided herein, BuckMill and Whole Oceans shall each cause its own River Water Facilities to be in good condition and repair so as not to interfere with the operation by the other Party of its River Water Facilities and so as not to present an environmental or safety hazard, and shall operate and maintain its respective River Water Facilities in accordance with all applicable laws, regulations, permits, and approvals.

(i) No Party shall, as a result of any work done by or for the benefit of such Party, suffer or permit any mechanic's or materialmen's lien to attach to the property of any other Party. In the event any such lien shall be filed and recorded, the Party having done such work or for whose benefit the work was done, shall promptly take steps to remove such lien in any lawful manner.

(j) In connection with the initial installation of any River Water Facilities and/or in connection with any subsequent work performed in connection therewith, the Party performing such work or for whose benefit such work is undertaken, agrees to restore all surface areas affected by such work as near as reasonably possible to its or their immediately prior condition; provided that such obligation to restore shall expressly exclude any obligation to restore vegetation.

(k) Each of BuckMill and Whole Oceans hereby agrees to indemnify and hold harmless the other from and against any and all damages, liabilities, losses, expenses, claims, and suits (including reasonable attorneys' fees) incurred or suffered in consequence of or arising in any manner out of (i) the negligent exercise by the indemnifying Party of the rights granted by this Article 4; or (ii) the breach or violation of the terms hereof by the indemnifying Party; and (iii) the discharge by the indemnifying party of any water, effluent or other materials in violation of any law, regulation or permit.

(l) Whole Oceans and BuckMill each reserves all rights to use their respective Riverside Easement Area in any manner that is not inconsistent with the rights granted to the other Party hereunder and does not interfere with the use and enjoyment by such other Party of the easements granted by this Article 4. The foregoing notwithstanding, Whole Oceans and BuckMill covenant and agree that they will not (i) construct any buildings or other permanent structures within the Riverside Easement Area situated above any River Water Facility owned by another Party without such Party's consent, not to be unreasonably withheld, conditioned or delayed, or (ii) conduct any excavation or utility work within the Riverside Easement Area without first affording any Party that has an easement right within such Riverside Easement Area thirty (30) days prior written notice of such intent, said notice to include reasonably detailed engineering plans of such work, except in the case of an emergency. Such other Party shall have 30 days to respond in writing to said notice and plans. Notwithstanding the foregoing, the Parties acknowledge and consent to the installation, maintenance and paving of the Loop Road, as depicted on the Easement Plan.

(m) The Parties acknowledge and agree this Indenture allows BuckMill and Whole Oceans to have facilities and improvements located in and under the Riverside Easement Area. The Parties agree to observe good utility practice and to use their good faith efforts to undertake activities within the Riverside Easement Area in such a manner so as to minimize any effect on the equipment, facilities, and infrastructure installed by the other Party or servicing the land of such other Party.

(n) With respect to any approval, consent, notice or plans to be submitted to any of the Parties under this Section, the Party receiving a request for such approval or consent, or receiving such notice or plans shall have 30 days to respond in writing, and the Party requesting

such approval or consent or submitting such notice and/or plans, as applicable, shall not commence any such excavation or utility work or other work or take such action subject to such approval or consent without receipt of the other Parties' prior approval or consent, which approval or consent shall not be unreasonably withheld, conditioned or delayed, provided that (x) if a Party receiving a request for such approval or consent, or receiving such notice and/or plans does not respond within such thirty (30) day period, the submitting Party may commence such work or take such action as specified therein, (y) any denial of approval or consent shall include a reasonably detailed explanation for the reason such denial, and (z) the foregoing will not apply in the event of any emergency, but the Party submitting such request for approval or consent or such notice and/or plans, as applicable, will provide notice of the same to the other Parties as soon as is practicable and will use reasonable efforts to minimize the work or action as necessary to address the emergency.

ARTICLE 5
OTHER EASEMENTS

5.1 Duct Bank Electrical Easement. BuckMill hereby grants to BuckGen an easement over the Duct Bank Electrical Easement Area for purposes of maintaining electric utility lines and other related facilities that are required to connect the power generation facilities located on the BuckGen Parcel to the CMPCo's substation adjacent to Lot 3, and to maintain, repair, replace and upgrade such line and all facilities and appurtenances thereto.

5.2 Grading Easement. BuckMill hereby grants to Whole Oceans an easement to fill, grade, landscape, seed, plant grass and shrubs, mow, cut and trim the same over, under and across the Lot 4 Grading Easement Area to supply lateral support for the Whole Oceans Property (the "Grading Easement"). Whole Oceans agrees that prior to exercising its rights to initially fill and grade the Lot 4 Grading Easement Area it will submit plans to BuckMill for review and consultation. Whole Oceans and BuckMill shall review and negotiate in good faith to limit the impact of the Grading Easement on Lot 4. If BuckMill and Whole Oceans agree upon the plans for the Grading Easement, the scope of the Grading Easement shall be adjusted to be consistent with such plans. If BuckMill and Whole Oceans are unable to agree upon plans for the Grading Easement, Whole Oceans will modify the Grading Easement to be an easement within the Lot 4 Grading Easement Area, but limited to five (5) feet along the common boundary of Lot 2 and Lot 4, to construct a retaining wall and grading; provided that BuckMill agrees to pay promptly upon demand up to $75,000 of the cost and expense incurred in connection with the design and construction of such retaining wall. Such demand shall include reasonable supporting documentation for such cost and expense.

5.3. Stormwater Easement. BuckGen hereby grants to BuckMill, for the benefit of Lot 4, a perpetual easement over, under and across the BuckGen Parcel for the existing storm water system serving Lot 4 in order to transport and discharge stormwater from Lot 4, together with the right and to maintain, repair, replace and upgrade such system and all facilities and appurtenances thereto.

5.4. **Terms and Conditions.**

(a) The easements granted in this Article 5 shall include the right of Whole Oceans, BuckGen and BuckMill, as applicable, for access by workers and equipment in order to carry out or effectuate the purposes of the easements specified above. During construction and any repair, replacement, upgrade, or maintenance, Whole Oceans, BuckMill and BuckGen, as applicable, shall have the temporary right to enter on adjacent property of the Parties, with personnel, vehicles, and equipment, as reasonably required in order to undertake and complete such construction, repair, and maintenance, upon advance notice to the Party owning such adjacent property. The Party making such entry shall use its good faith efforts to minimize disruption to operations on such adjacent property.

(b) Prior to BuckMill or BuckGen locating any new facilities or improvements permitted hereunder in a portion of the easement areas specified in Section 5.1 and Section 5.3 not owned by such party, such party shall first provide to the Party that owns the parcel where the new facilities or improvements are to be located engineered drawings reflecting such location. Any such location shall be subject to the prior approval such owner, not to be unreasonably withheld, conditioned or delayed. Prior to BuckMill or BuckGen connecting into any portion of the existing infrastructure, such Party shall first provide to the Party or Parties currently using that portion of the existing infrastructure engineered drawings reflecting such connection. Any such location shall be subject to the prior approval the Party or Parties already using such portion of the existing infrastructure, not to be unreasonably withheld, conditioned or delayed.

(c) Any Party performing any work in the easement areas specified in this Article 5 shall be obliged to obtain, or shall cause the appropriate party to obtain, all necessary local, state, and federal permits, licenses, consents, and entitlements related to any work to be done by it or on its behalf. The Party that owns the parcel over which such work is being conducted shall reasonably cooperate in all such permitting processes, at no out of pocket cost or expense.

(d) No Party shall suffer or permit any mechanic's or materialmen's lien to attach to the property of any other Party by virtue of the exercise of such Party's rights under this Article 5. In the event any such lien shall be filed and recorded, the Party having done such work or for whose benefit the work was done shall promptly take steps to remove such lien in any lawful manner.

(e) Any Party performing any work in the easement areas set forth in this Article 5 agrees to promptly restore all areas of such easement areas affected by such work as near as reasonably possible to its or their immediately prior condition; provided that such obligation to restore shall expressly exclude any obligation to restore vegetation and provided further that such obligation to restore shall not apply to the grading easement created under Section 5.2 above for the initial installation of the loam, fill and initial landscaping and shall arise only in the event that subsequent to such initial work, Whole Oceans performs any repair and maintenance or otherwise disturbs the Lot 4 Grading Easement Area.

(f) Each Party (an "Indemnifying Party") hereby agrees to indemnify and hold harmless the other Parties from and against any and all damages, liabilities, losses, expenses,

claims, and suits (including reasonable attorneys' fees) incurred or suffered as a consequence of or arising in any manner out of the Indemnifying Party's exercise of the rights granted by this Article 5 by the Indemnifying Party or its officers, employees, agents, contractors, or invitees, or the breach or violation of the terms of this Article 5 by the Indemnifying Party, except to the extent caused by the negligence or intentional misconduct of the other Parties.

(g) BuckMill and Buck Gen agree to observe good utility practices, and to use their good faith efforts to undertake activities within the easement areas covered by Section 5.1 and 5.3 above in such a manner so as to minimize the effect on the equipment, facilities, and infrastructure installed by the other Parties located thereon or servicing the land of such other Parties, and at no time will a Party's access or utilities be negatively impacted by such activities without the prior consent in each case of such negatively impacted Party.

(h) In exercising their rights under this Article 5, the Parties agree to repair and maintain any infrastructure or improvements installed by such Party at such Party's sole expense as necessary to keep them in good condition, subject to reasonable wear and tear, and to ensure that they do not become a safety hazard.

(i) With respect to any approval, consent, notice or plans to be submitted to any of the Parties under this Section 5.4, the Party receiving a request for such approval or consent, or receiving such notice or plans shall have 30 days to respond in writing, and the Party requesting such approval or consent or submitting such notice and/or plans, as applicable, shall not commence any such excavation or utility work or other work or take such action subject to such approval or consent without receipt of the other Parties' prior approval or consent, which approval or consent shall not be unreasonably withheld, provided that (x) if a Party receiving such request for approval or consent or receiving such notice and/or plans does not respond within such thirty (30) day period, the submitting Party may commence such work or take such action as specified therein, (y) any denial of approval or consent shall include a reasonably detailed explanation for the reason such denial, and (z) the foregoing will not apply in the event of any emergency, but the Party submitting such request for approval or consent or such notice and/or plans, as applicable, will provide notice of the same to the other Parties as soon as is practicable and will use reasonable efforts to minimize the work or action as necessary to address the emergency.

ARTICLE 6
GENERAL TERMS AND CONDITIONS

Section 6.1. Arbitration.

(a) All disputes (each, a "**Dispute**") under this Indenture will be resolved by arbitration in accordance with the provisions of this Section.

(b) Either party may commence an arbitration proceeding by serving a written notice (an "**Arbitration Notice**") on the American Arbitration Association and on the other party or

parties involved not more than ninety (90) days after the expiration of the time period provided for the parties to resolve such Dispute (or any extension thereof that may be mutually agreed upon by the parties involved). The Arbitration Notice shall contain a reasonably detailed description of the Dispute and the remedy sought and shall set forth the name of the arbitrator selected by the party giving the Arbitration Notice. The parties receiving the Arbitration Notice shall, within fifteen (15) days after receipt thereof, serve a notice (the "**Reply Notice**") on the party commencing the arbitration. Each Reply Notice shall contain a reasonably detailed response to the claim (including any counterclaims and remedies sought) by the parties giving the Reply Notice. If none of the parties submitting Reply Notices include an objection to the arbitrator designated in the Arbitration Notice or if no Reply Notice is timely given, then the arbitrator named in the Arbitration Notice shall serve as a sole arbitrator under this Section. If the arbitrator designated in the Arbitration Notice is objected to in any Reply Notice, as promptly as practicable, and no later than twenty (20) days after the date of the Reply Notice, the American Arbitration Association shall select a single arbitrator. Except as otherwise provided in this section, any arbitration hereunder shall be administered (and if necessary an arbitrator selected) by the American Arbitration Association in accordance with its Commercial Arbitration Rules, or if the Dispute involves a matter related to any construction, reconstruction, maintenance, or repair, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

(c) The arbitration proceeding shall take place in Portland, Maine, or in such other location as the Parties involved may agree in writing. The arbitrator shall:

(i) promptly fix a time and place for receiving information from the parties in connection with the Dispute at hand; and

(ii) make his or her decision only in relation to matters expressly referred to such arbitrator in accordance with this Section.

All decisions of the arbitrator or by a majority of the arbitrators shall be final and binding upon the parties involved.

(d) During the continuation of the resolution of any Dispute arising under this Indenture and except as an arbitrator or a court having jurisdiction shall order otherwise, the parties shall continue to perform their obligations under this Indenture.

(e) Anything to the contrary in this Section notwithstanding, if any Dispute involves the rights and obligations of one or more third parties and any such third parties do not agree to the arbitration provisions set forth in this Section, any party to this Indenture that is a party to the Dispute will have the right to resolve any such Dispute in a court of competent jurisdiction located in the State of Maine.

Section 6.2 **Insurance**. Each Party shall obtain and keep in full force and effect general liability insurance in amounts of not less than $1,000,000 for any single event and not less than $3,000,000 in the aggregate. The deductible and/or self-insurance reserve under any such policies shall not exceed $50,000. Such policies shall include contractual liability

endorsements covering indemnification and other contractual liabilities hereunder. All such insurance policies shall be endorsed to name the other Parties as additional insured and to provide that such policies shall not be amended to reduce coverage or terminated without providing at least twenty (20) days prior written notice to the other Parties.

Section 6.3 Limitation on Indemnification. Notwithstanding anything to the contrary herein, any claim for indemnification hereunder shall be limited as follows: (a) no such claim shall include any recovery for any matter covered by any insurance kept or required to be maintained by the Party making claim to any indemnification; and (b) such indemnity shall not run to any consequential, special, or punitive damages.

Section 6.4 Consent and Approval. Whenever any Party's consent or approval is required hereunder, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless expressly stated otherwise.

Section 6.5 Right to Relocate. If any Party that is the fee owner of the land burdened by any of the easements granted or described in this Indenture reasonably determines that it is necessary for the development or efficient use of its property, such Party shall have the right to relocate any such easement, subject to compliance with all of the following requirements:

(a) The cost of any such relocation, along with any costs incurred by the easement holder as a result of such relocation, shall be borne by the Party seeking such relocation;

(b) Such relocation will not negatively impact the easement holder's use and enjoyment of its easement rights in any material respect;

(c) The Party seeking such relocation shall give the applicable easement holder not less than 90 days prior notice of the intent to relocate, along with a plan in reasonable detail depicting the relocated easement, together with engineered drawings depicting and providing the specifications for any new location or connection, which plans shall be subject to the approval of the applicable easement holder;

(d) The Party seeking such relocation shall obtain any and all necessary consents and approvals, including amending any applicable permits, if necessary;

(e) Such relocation shall be undertaken in such a manner so as not to cause any interruption of any service afforded by the easement;

(f) Such relocation work shall be undertaken in a good and workmanlike manner, using new materials, unless otherwise approved by the easement holder, and such work shall be performed in a good and workmanlike manner and in compliance with all applicable laws, rules, and regulations and once commenced must proceed diligently without any undue interruption until completion;

(g) The Party seeking such relocation shall have prepared, at its sole cost and expense, an amendment to the Easement Plan, reflecting such relocation, which amendment to Easement Plan shall be subject to the approval of the other Parties; and

(h) The Party seeking such relocation shall indemnify and hold harmless the applicable easement holder against any loss, damage, liability, cost, or expense, including loss of income and reasonable attorneys' fees, incurred by the applicable easement holder as a result of any such relocation.

Section 6.6 **Notices**. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered personally, (ii) one business day after being sent by nationally recognized overnight delivery service, return receipt requested, or (iii) three business days after being deposited in the United States mail, certified and with proper postage prepaid, return receipt requested, addressed as follows:

If to BuckMill:
c/o American Iron & Metal Company, Inc.
9100 Henri-Bourassa E.
Montreal, QC H1E 2S4
Canada
Attn: General Counsel

If to Whole Oceans:
Whole Oceans, LLC
P.O. Box 7561
2 Union Street
Portland Maine
04112 (P.O. Box)
04101 (street address)

If to BuckGen:
Bucksport Generation LLC
2 River Road
Bucksport, ME 04416
Attention: Plant Manager & Legal Department

Any party may change the address to which notices or other communications are to be directed to it by giving notice of such change to the other parties in the manner provided in this Section and recording such notice of change of address in the Hancock County Registry of Deeds.

Section 6.7 **Amendments**. Any provision of this Indenture that affects the rights and/or obligations of all of the Parties can only be amended by a written instrument executed by all of the Parties. Any provision of this Declaration that affects the rights and/or obligations or less than all of the Parties may be amended by a written instrument executed by the Parties so affected. Any amendment signed by less than all of the Parties shall have no effect on, and shall be binding against, any Party that is not a signatory thereto. No amendment to this Indenture shall be effective until it is recorded in the Registry.

Section 6.8 **No Waiver**. The failure of any Party to insist upon strict performances of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

Section 6.9 **Partial Invalidity**. Invalidation of any of the provisions contained in this Indenture, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

Section 6.10 **No Partnership**. None of the terms or provisions of this Indenture shall be deemed to create a partnership between the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

Section 6.11 **Successors and Assigns.** This Indenture touches and concerns the land and constitutes covenants running with the Entire Property. The terms and conditions of this Indenture will be binding upon and shall inure to the benefit of, the Parties hereto and their respective successor and assigns of any portion of the Entire Property (each, a "**Successor**") to the same extent binding upon the original party to this Indenture from which such Successor obtained any rights to the Entire Property and as if such Successor was an original Party to this Indenture. The foregoing notwithstanding, upon request of any Party, any Successor shall enter into a recordable joinder agreement in form and substance reasonably acceptable to the Parties other than the Successor, confirming its rights and obligations hereunder.

Section 6.12 **Applicable Laws.** Each original party hereto and each Successor hereby agrees that it shall exercise its rights and obligations under this Indenture in accordance with all applicable laws, rules, ordinances, court orders, governmental licenses, permits and approvals.

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TAX COUNTY

IN WITNESS WHEREOF, the undersigned have each caused this instrument to be signed and sealed by a duly authorized officer or agent as of the date set forth in the introductory paragraph hereof.

WITNESS:

BUCKMILL:

BUCKSPORT MILL LLC, a Delaware limited liability company

By: _____
Jeff McGlin
Its Authorized Signatory

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

On May 20, 2019, then personally appeared the above-named Jeff McGlin, as authorized signatory of Bucksport Mill LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Bucksport Mill LLC.

Before me,

_____
~~Notary Public~~ Attorney at Law
Print: Bonnie L. Martinolich

TOWN COPY

WITNESS:

BUCKGEN:

BUCKSPORT GENERATION LLC, a Delaware limited liability company

By: _____
Jeff McGlin
Its Authorized Signatory

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

On May 20, 2019, then personally appeared the above-named Jeff McGlin, as authorized signatory of Bucksport Generation LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Bucksport Generation LLC.

Before me,

_____
~~Notary Public~~ Attorney at Law
Print: Bonnie L. Martinolich

HANCOCK COUNTY

WITNESS:

WHOLE OCEANS:

WHOLE OCEANS, LLC, a Delaware limited liability company

By: Dale Reicks
Name: DALE REICKS
Its: MANAGER

STATE OF Iowa
COUNTY OF Chickasaw, ss

On May 20, 2019, then personally appeared the above-named Dale Reicks, as Manager of Whole Oceans, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Whole Oceans, LLC.

Before me,

Lois A Buck
Notary Public
Print: Lois A Buck

My commission expires 8-15-21

LOIS A BUCK
NOTARIAL SEAL
IOWA COUNTY
8-15-21

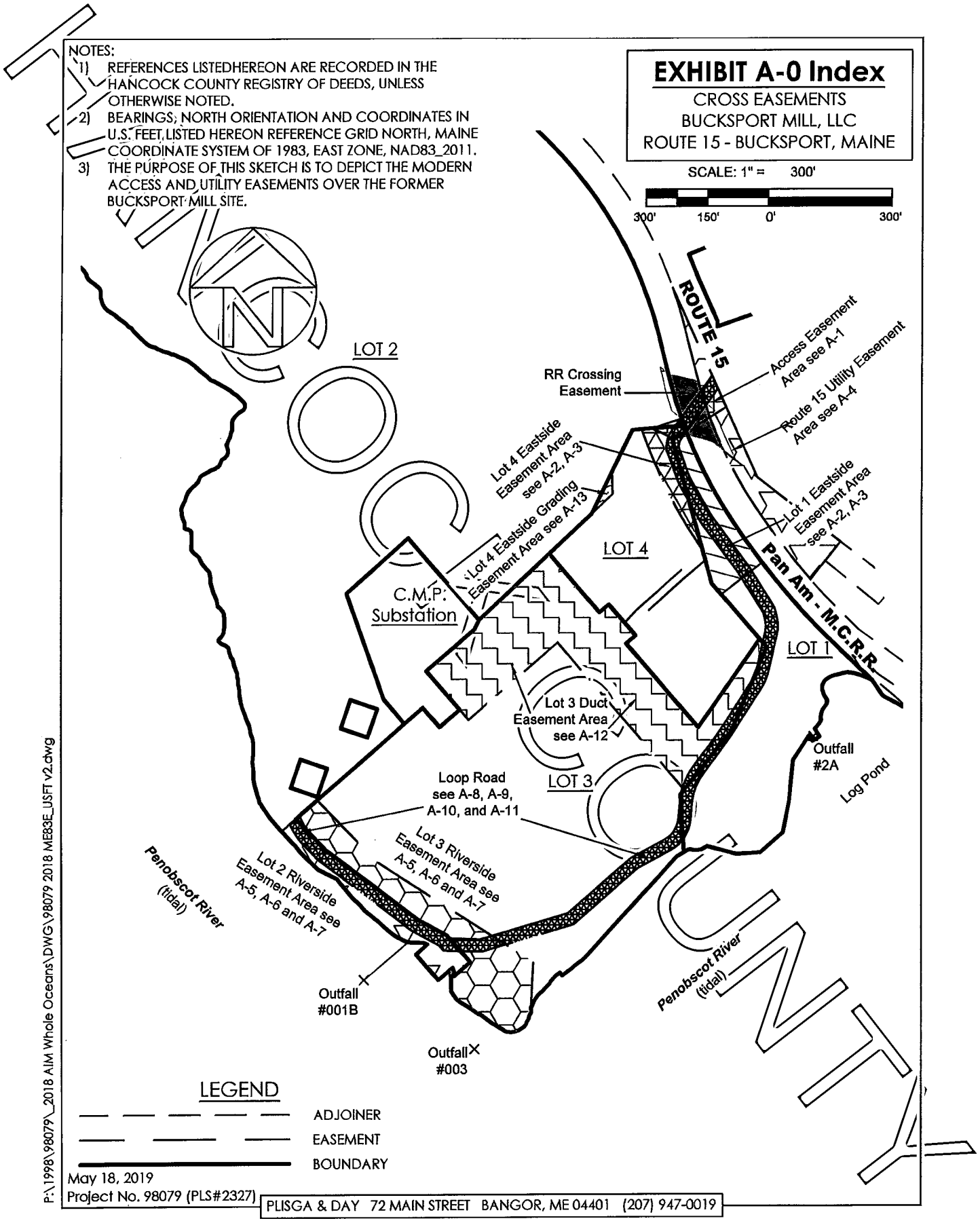
HANCOCK COUNTY

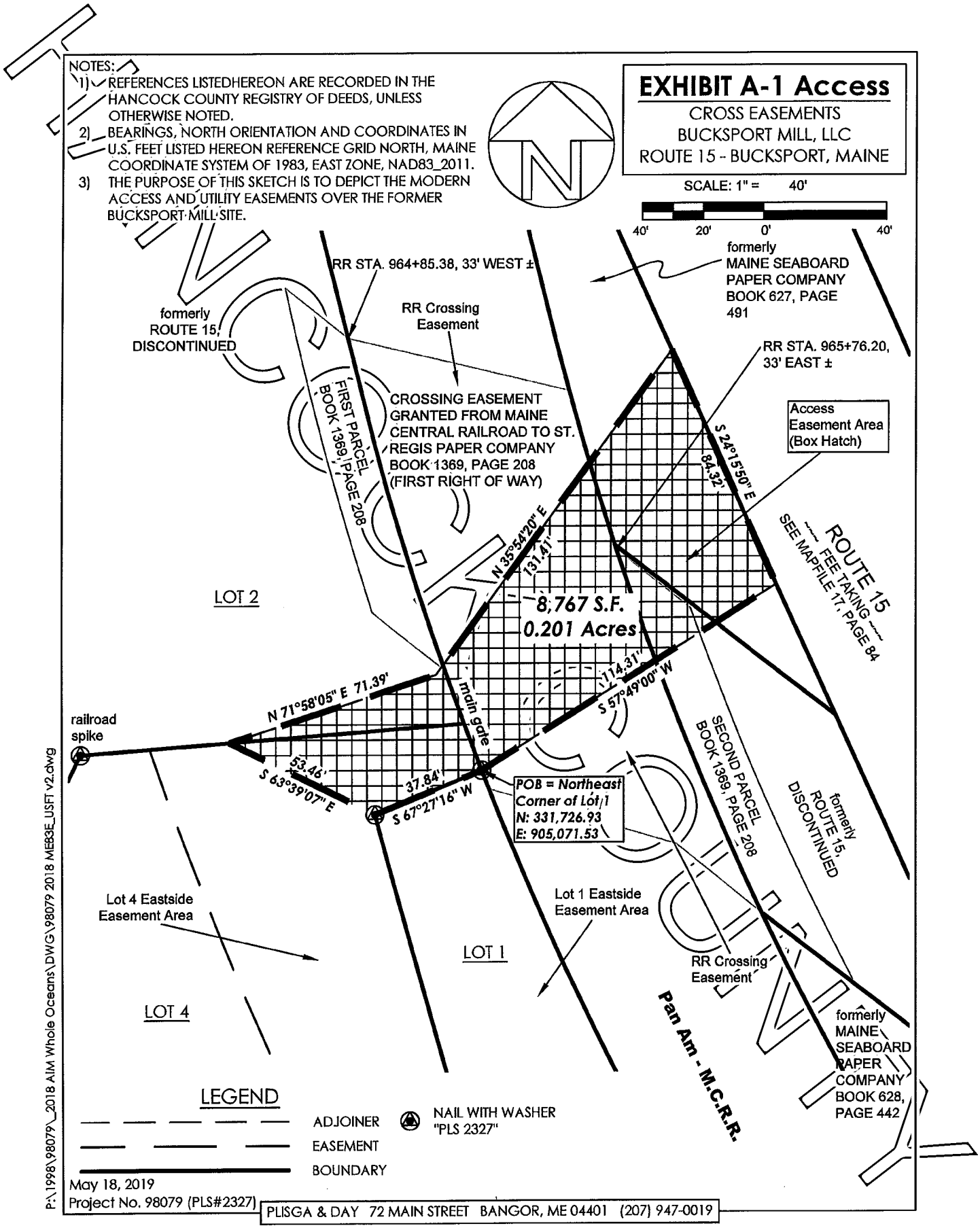
EXHIBIT A

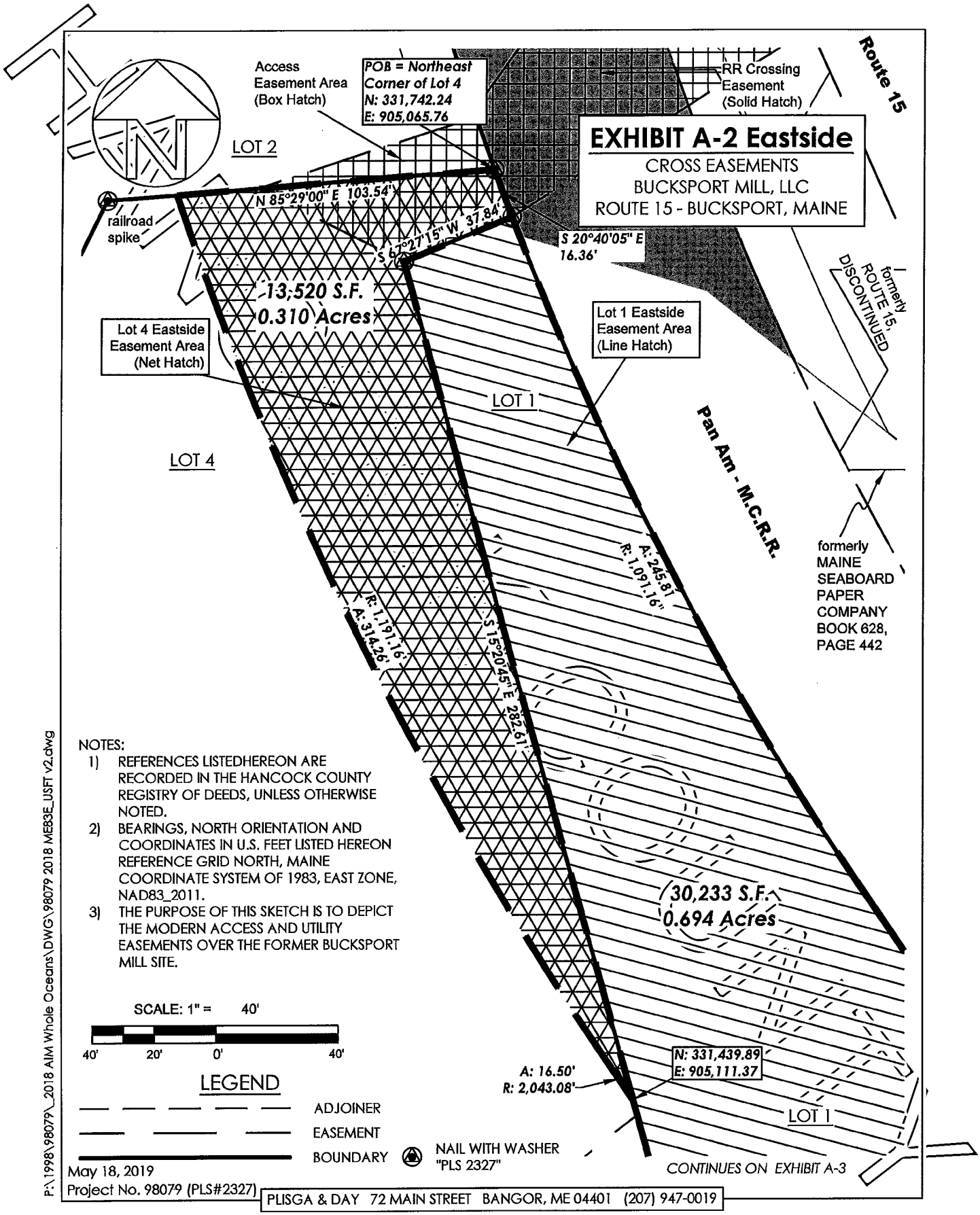
REDUCED COPY OF EASEMENT PLAN

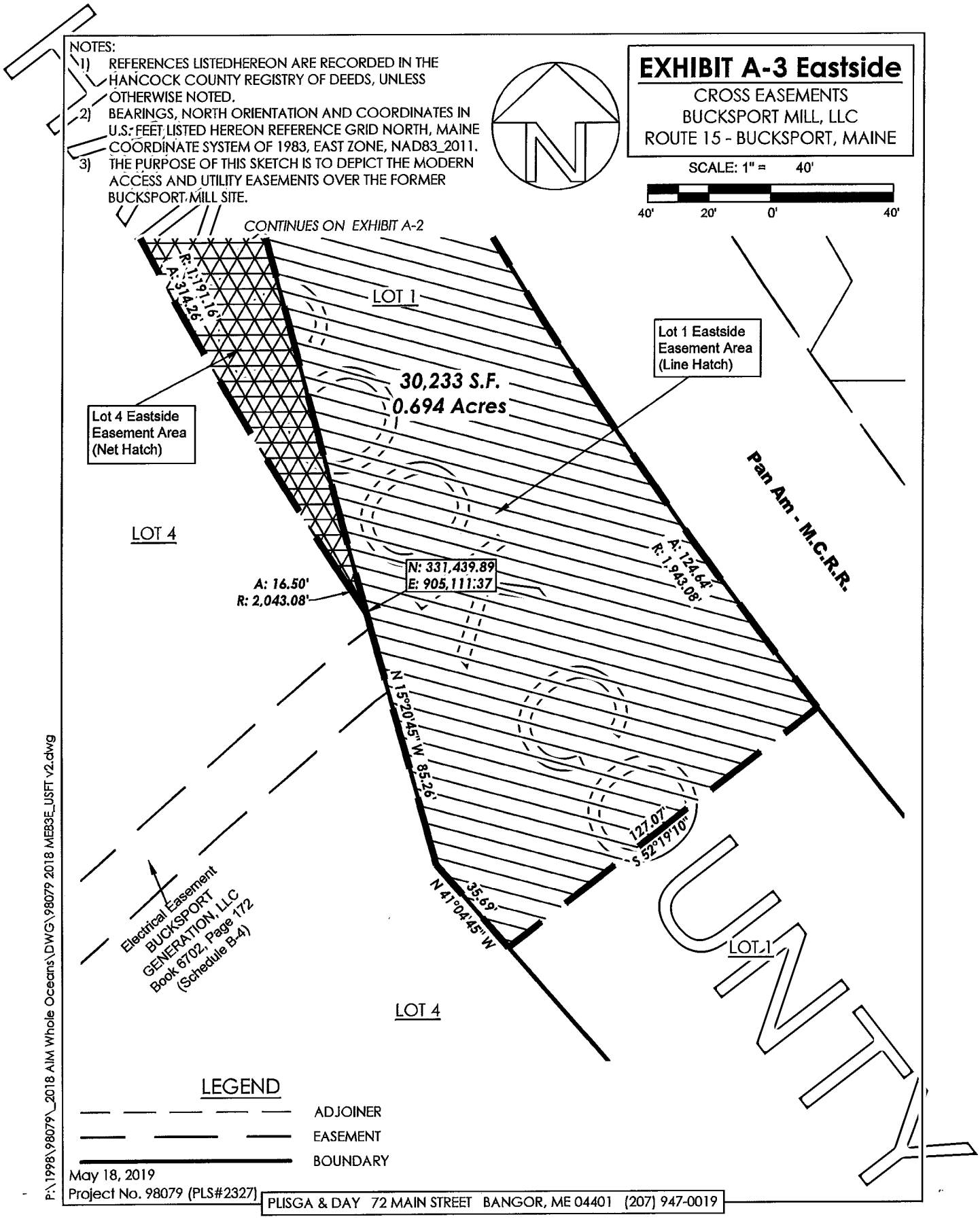
(The reduced copy of the Easement Plan is attached hereto for the convenience of the reader. Reference should be made to the full sized copy of the Easement Plan to be recorded in the Hancock County Registry of Deeds)

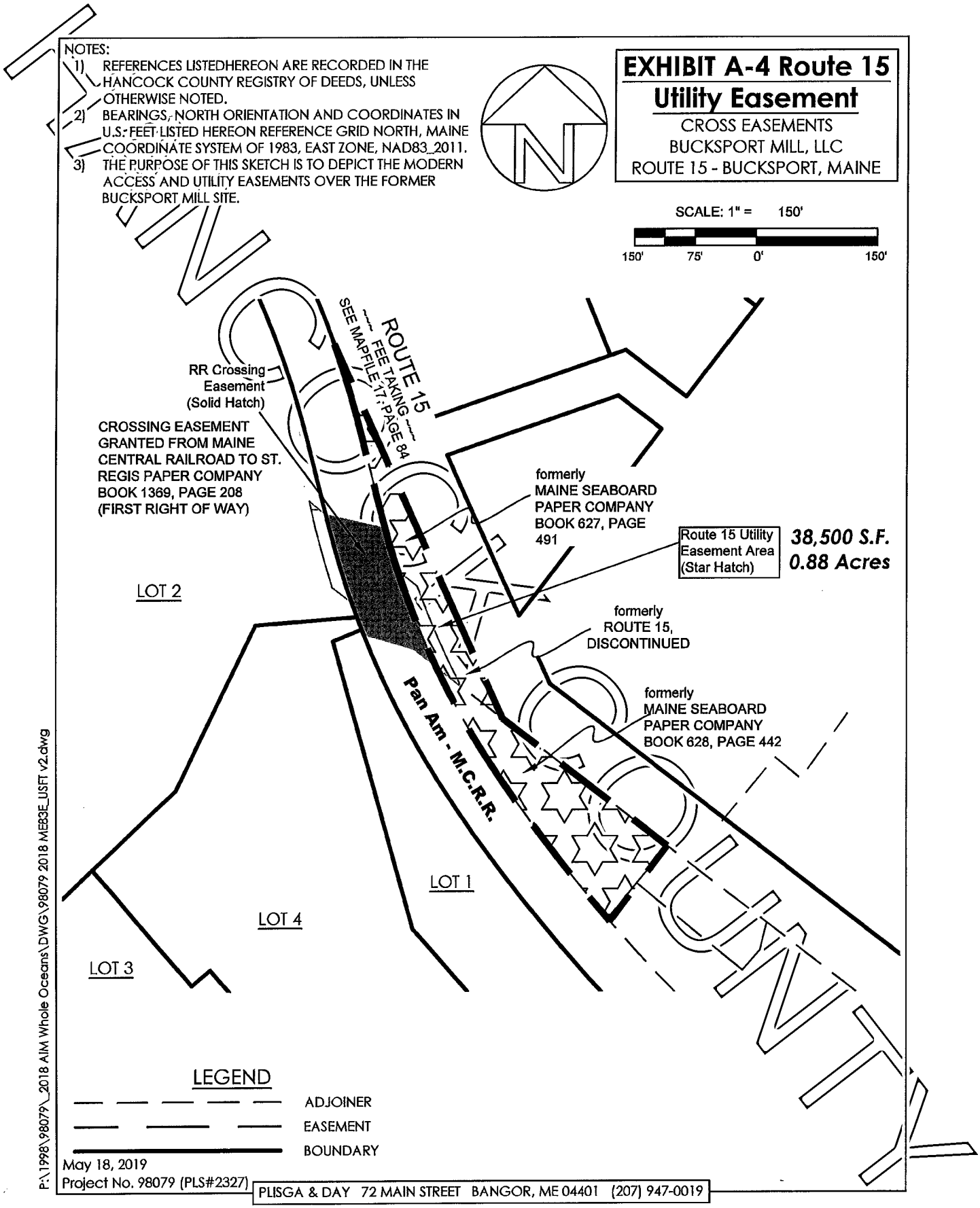
HANCOCK COUNTY

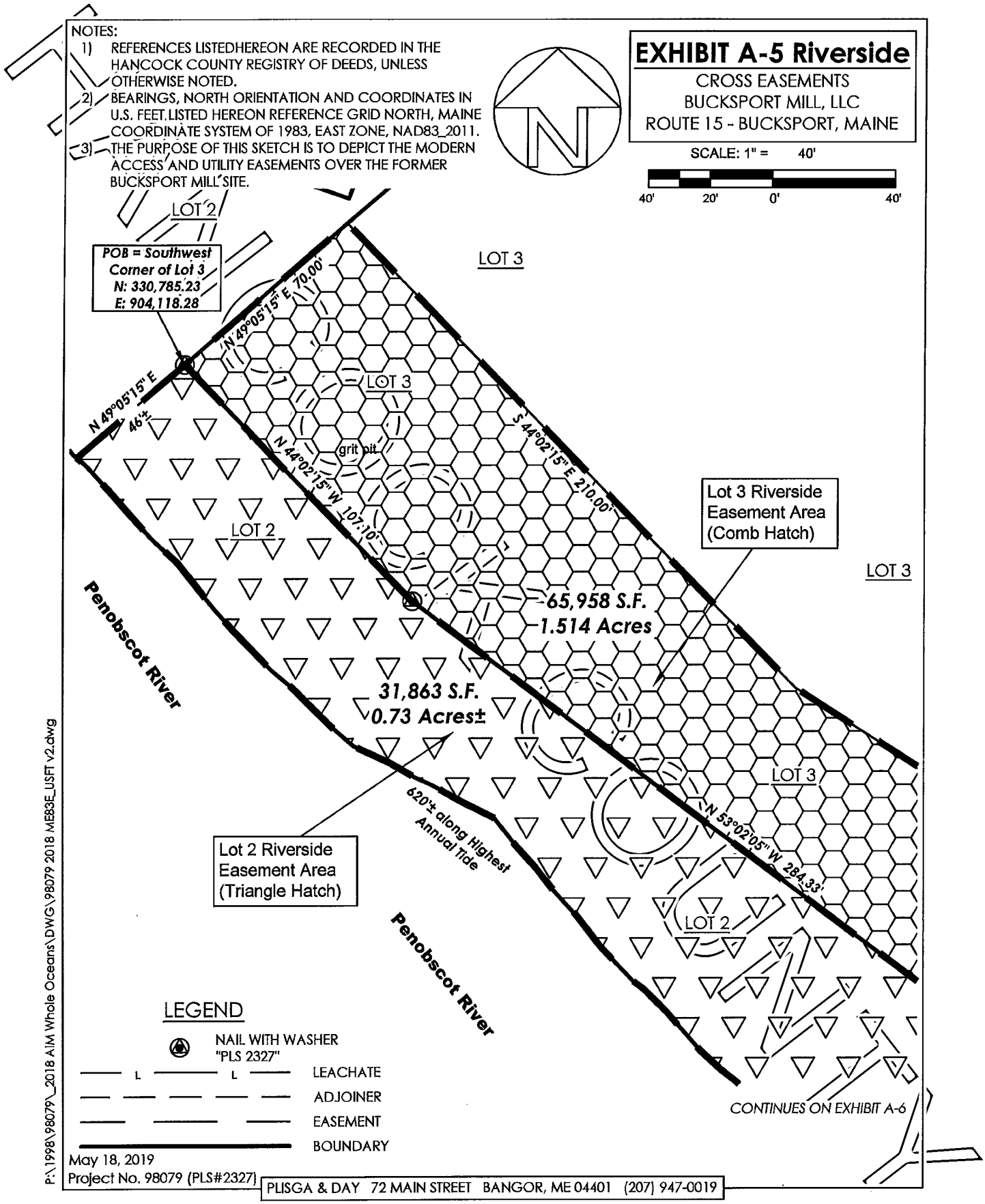

NOTES:
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2) BEARINGS; NORTH ORIENTATION AND COORDINATES IN U.S. FEET, LISTED HEREON REFERENCE GRID NORTH, MAINE COORDINATE SYSTEM OF 1983, EAST ZONE, NAD83_2011.
3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.
EXHIBIT A-0 Index
CROSS EASEMENTS
BUCKSPORT MILL, LLC
ROUTE 15 - BUCKSPORT, MAINE
SCALE: 1" = 300'
300' 150' 0' 300'
N
LOT 2
ROUTE 15
RR Crossing Easement
Access Easement Area see A-1
Route 15 Utility Easement Area see A-4
Lot 4 Eastside Easement Area see A-2, A-3
Lot 4 Eastside Grading Easement Area see A-13
LOT 4
C.M.P. Substation
Lot 1 Eastside Easement Area see A-2, A-3
Pan Am - M.C.R.R.
LOT 1
Lot 3 Duct Easement Area see A-12
LOT 3
Loop Road see A-8, A-9, A-10, and A-11
Outfall #2A
Log Pond
Lot 3 Riverside Easement Area see A-5, A-6 and A-7
Lot 2 Riverside Easement Area see A-5, A-6 and A-7
Penobscot River (tidal)
Outfall #001B
Outfall #003
Penobscot River (tidal)
LEGEND
ADJOINER
EASEMENT
BOUNDARY
May 18, 2019
Project No. 98079 (PLS#2327)
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019
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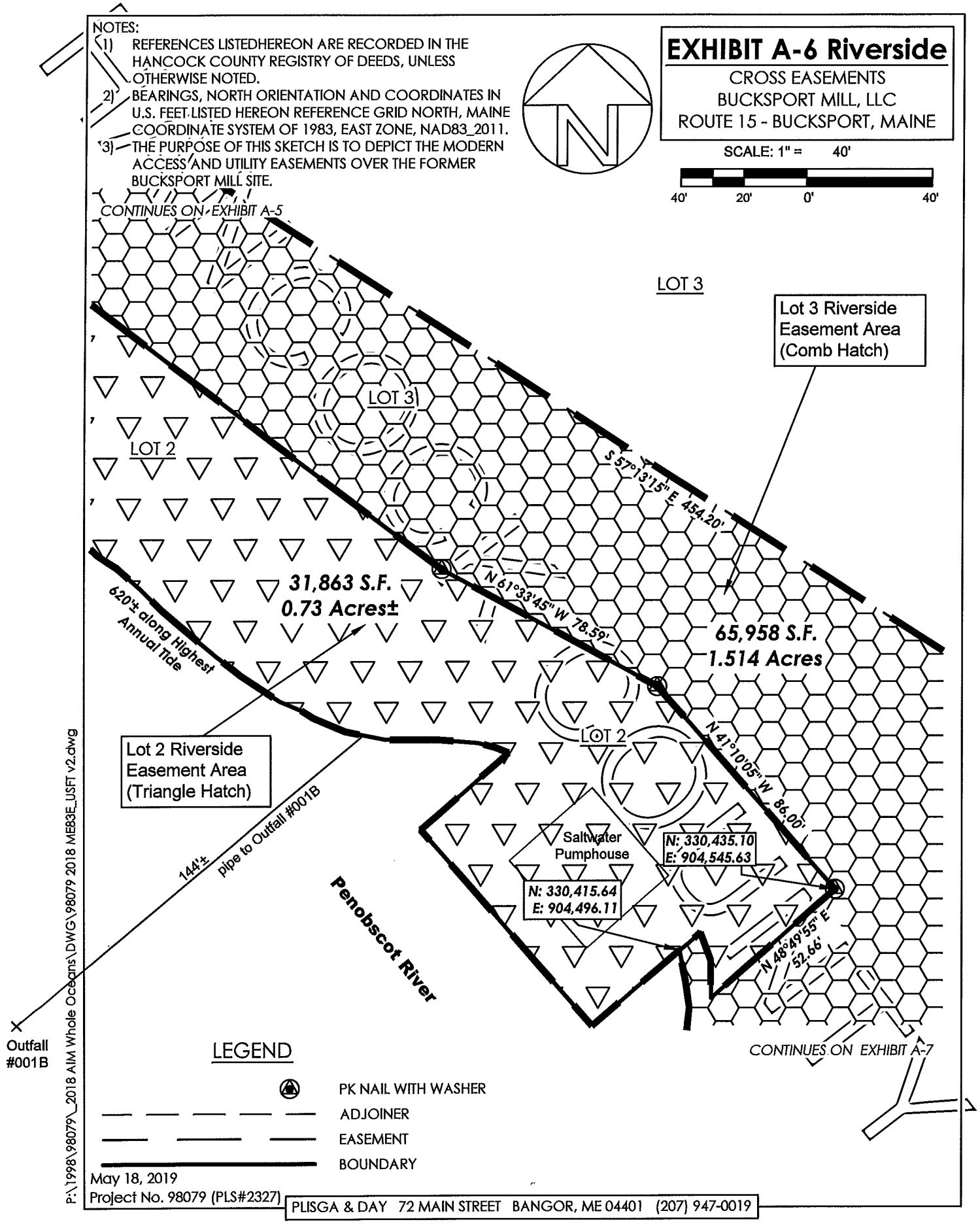

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EXHIBIT A-1 Access
CROSS EASEMENTS
BUCKSPORT MILL, LLC
ROUTE 15 - BUCKSPORT, MAINE
SCALE: 1" = 40'
40' 20' 0' 40'
RR STA. 964+85.38, 33' WEST ±
RR Crossing Easement
formerly ROUTE 15, DISCONTINUED
formerly MAINE SEABOARD PAPER COMPANY BOOK 627, PAGE 491
RR STA. 965+76.20, 33' EAST ±
FIRST PARCEL BOOK 1369, PAGE 208
CROSSING EASEMENT GRANTED FROM MAINE CENTRAL RAILROAD TO ST. REGIS PAPER COMPANY BOOK 1369, PAGE 208 (FIRST RIGHT OF WAY)
Access Easement Area (Box Hatch)
S 24°15'50" E 84.32'
N 35°54'20" E 131.41'
8,767 S.F.
0.201 Acres
ROUTE 15 FEE TAKING SEE MAPFILE 17, PAGE 84
LOT 2
N 71°58'05" E 71.39'
railroad spike
main gate
S 57°49'00" W 114.31'
S 63°39'07" E 53.46'
S 67°27'16" W 37.84'
POB = Northeast Corner of Lot 1
N: 331,726.93
E: 905,071.53
SECOND PARCEL BOOK 1369, PAGE 208
formerly ROUTE 15, DISCONTINUED
Lot 4 Eastside Easement Area
Lot 1 Eastside Easement Area
LOT 1
LOT 4
RR Crossing Easement
Pan Am - M.C.R.R.
formerly MAINE SEABOARD PAPER COMPANY BOOK 628, PAGE 442
LEGEND
ADJOINER
EASEMENT
BOUNDARY
NAIL WITH WASHER "PLS 2327"
May 18, 2019
Project No. 98079 (PLS#2327)
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019
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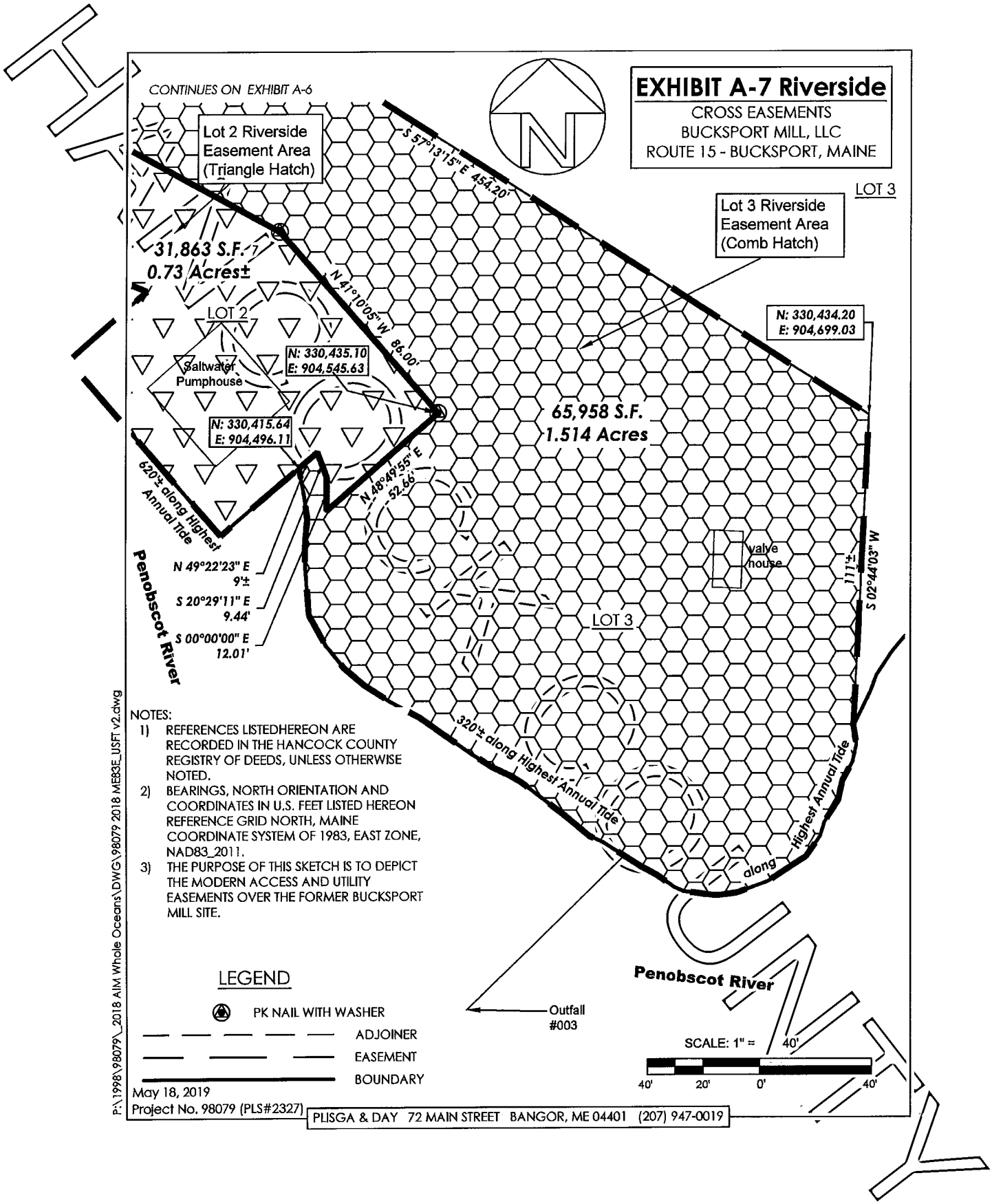

EXHIBIT A-2 Eastside
CROSS EASEMENTS
BUCKSPORT MILL, LLC
ROUTE 15 - BUCKSPORT, MAINE
Route 15
Access Easement Area (Box Hatch)
POB = Northeast Corner of Lot 4
N: 331,742.24
E: 905,065.76
RR Crossing Easement (Solid Hatch)
LOT 2
railroad spike
N 85°29'00" E 103.54'
S 67°27'15" W 37.84'
S 20°40'05" E 16.36'
13,520 S.F.
0.310 Acres
Lot 4 Eastside Easement Area (Net Hatch)
Lot 1 Eastside Easement Area (Line Hatch)
formerly ROUTE 15, DISCONTINUED
LOT 1
LOT 4
Pan Am - M.C.R.R.
formerly MAINE SEABOARD PAPER COMPANY BOOK 628, PAGE 442
A: 245.81'
R: 1,097.16'
R: 1,191.16'
A: 314.26'
S 15°20'45" E 282.61'
30,233 S.F.
0.694 Acres
N: 331,439.89
E: 905,111.37
A: 16.50'
R: 2,043.08'
LOT 1
CONTINUES ON EXHIBIT A-3
NOTES:
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SCALE: 1" = 40'
40' 20' 0' 40'
LEGEND
ADJOINER
EASEMENT
BOUNDARY
NAIL WITH WASHER "PLS 2327"
May 18, 2019
Project No. 98079 (PLS#2327)
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019
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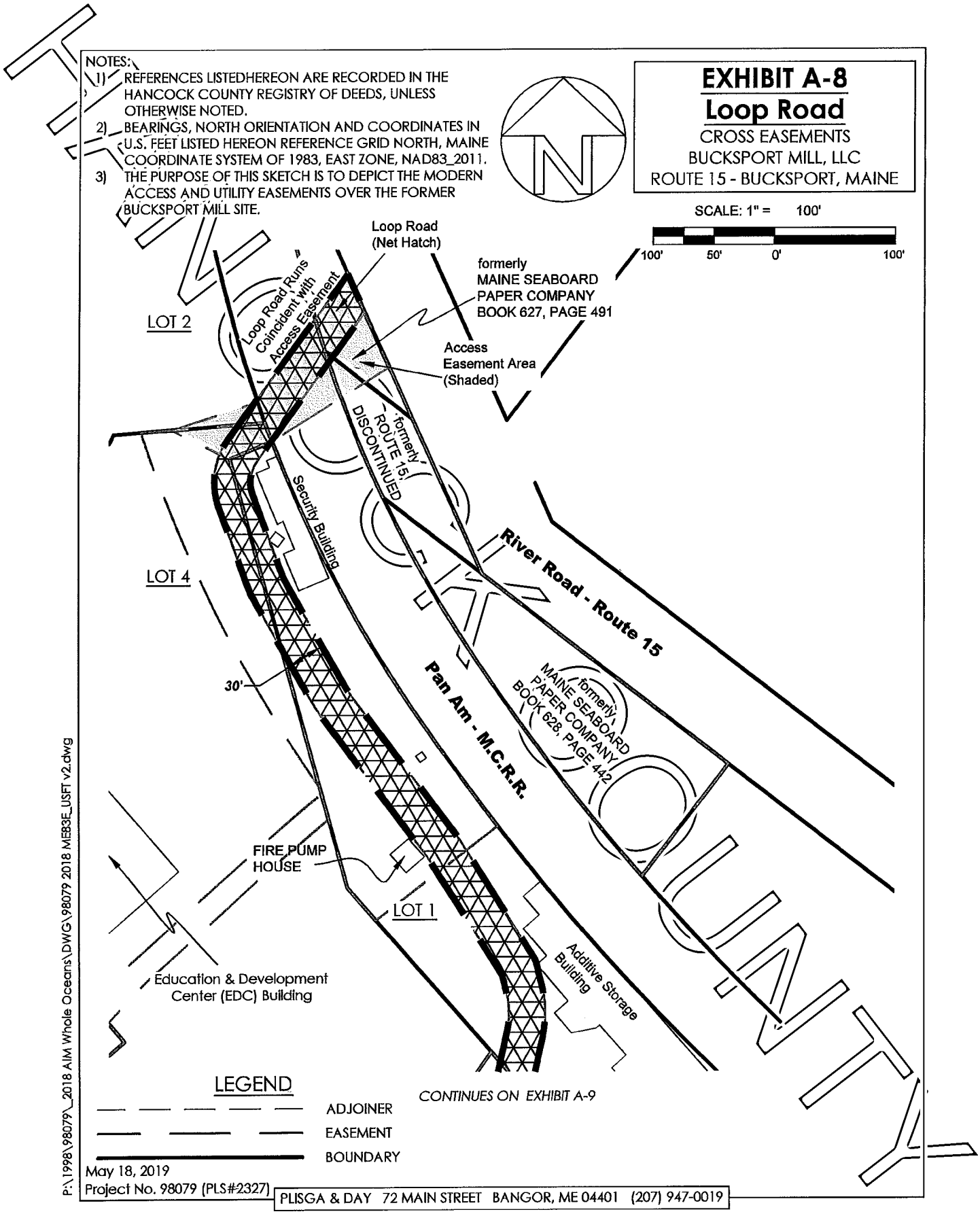

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EXHIBIT A-3 Eastside
CROSS EASEMENTS
BUCKSPORT MILL, LLC
ROUTE 15 - BUCKSPORT, MAINE
SCALE: 1" = 40'
40' 20' 0' 40'
CONTINUES ON EXHIBIT A-2
R: 1,191.16'
A: 314.26'
LOT 1
30,233 S.F.
0.694 Acres
Lot 1 Eastside Easement Area (Line Hatch)
Lot 4 Eastside Easement Area (Net Hatch)
Pan Am - M.C.R.R.
LOT 4
A: 124.64'
R: 1,943.08'
N: 331,439.89
E: 905,111.37
A: 16.50'
R: 2,043.08'
N 15°20'45" W 85.26'
127.07'
S 52°19'10" E
35.69'
N 41°04'45" W
Electrical Easement BUCKSPORT GENERATION, LLC Book 6702, Page 172 (Schedule B-4)
LOT 1
LOT 4
LEGEND
ADJOINER
EASEMENT
BOUNDARY
May 18, 2019
Project No. 98079 (PLS#2327)
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019
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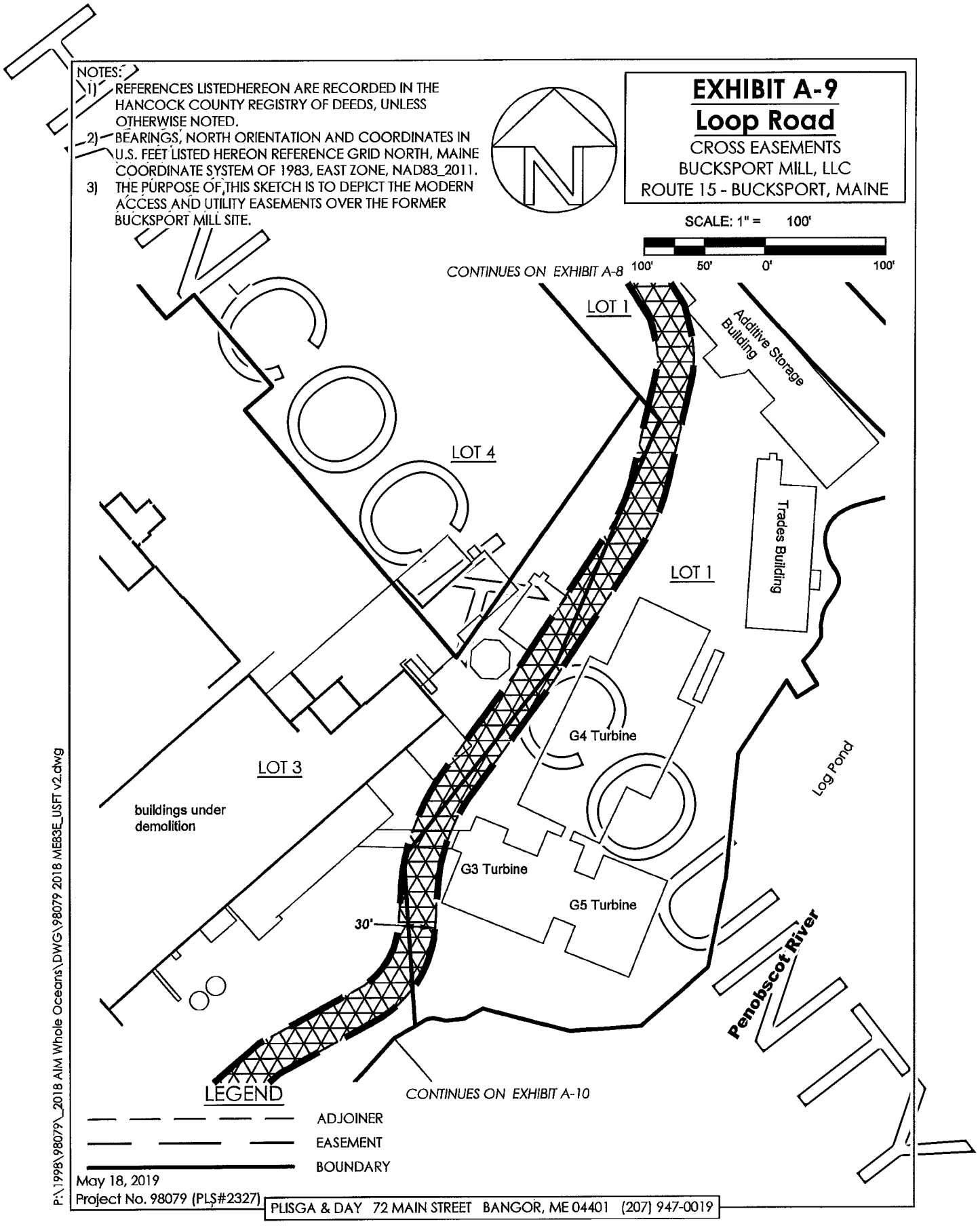

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EXHIBIT A-4 Route 15
Utility Easement
CROSS EASEMENTS
BUCKSPORT MILL, LLC
ROUTE 15 - BUCKSPORT, MAINE
SCALE: 1" = 150'
150' 75' 0' 150'
ROUTE 15
FEE TAKING
SEE MAPFILE 17, PAGE 84
RR Crossing Easement (Solid Hatch)
CROSSING EASEMENT GRANTED FROM MAINE CENTRAL RAILROAD TO ST. REGIS PAPER COMPANY BOOK 1369, PAGE 208 (FIRST RIGHT OF WAY)
formerly MAINE SEABOARD PAPER COMPANY BOOK 627, PAGE 491
Route 15 Utility Easement Area (Star Hatch)
38,500 S.F.
0.88 Acres
LOT 2
formerly ROUTE 15, DISCONTINUED
formerly MAINE SEABOARD PAPER COMPANY BOOK 628, PAGE 442
Pan Am - M.C.R.R.
LOT 1
LOT 4
LOT 3
LEGEND
ADJOINER
EASEMENT
BOUNDARY
May 18, 2019
Project No. 98079 (PLS#2327)
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019
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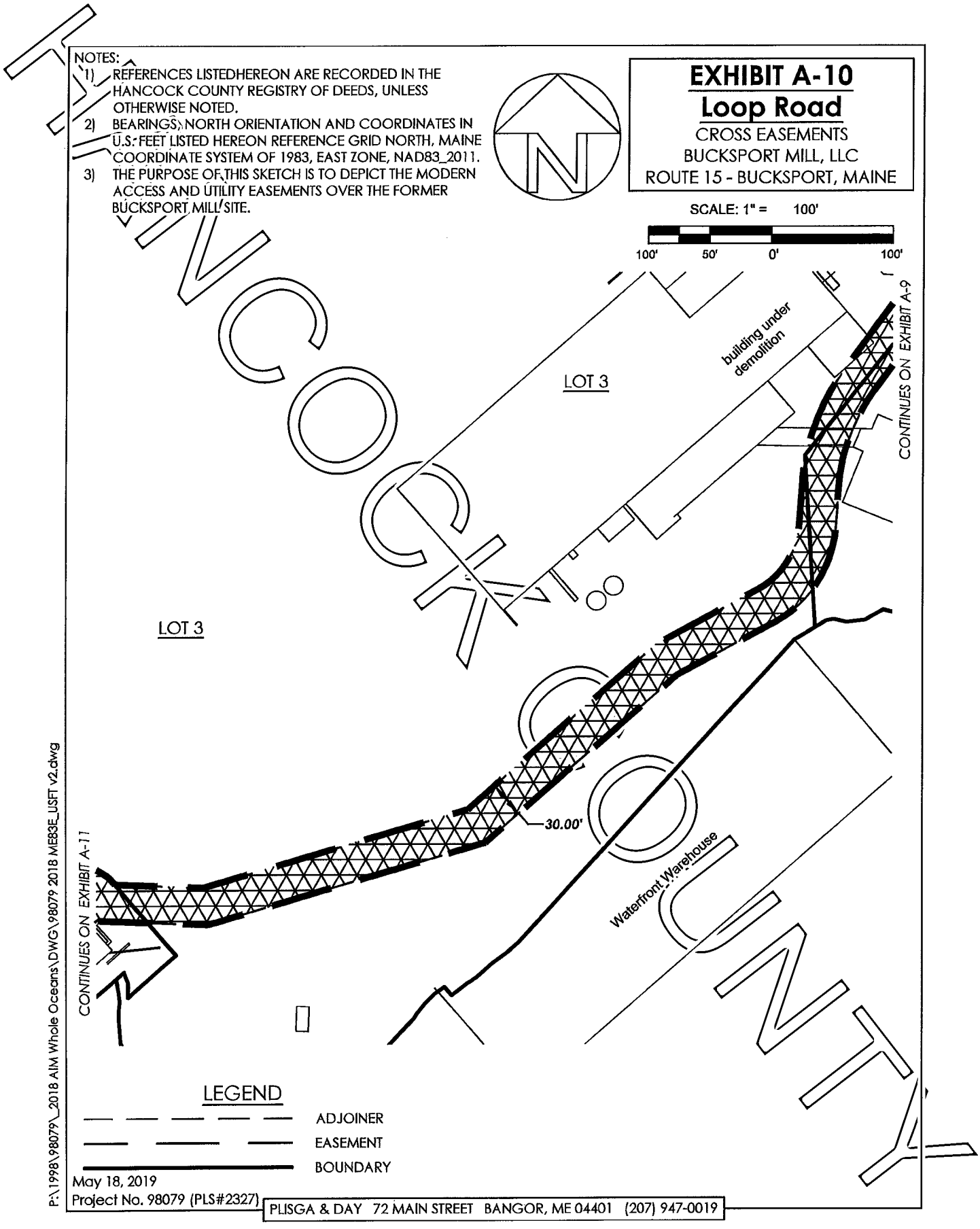

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EXHIBIT A-5 Riverside
CROSS EASEMENTS
BUCKSPORT MILL, LLC
ROUTE 15 - BUCKSPORT, MAINE
SCALE: 1" = 40'
40' 20' 0' 40'
LOT 2
POB = Southwest Corner of Lot 3
N: 330,785.23
E: 904,118.28
LOT 3
N 49°05'15" E 70.00'
N 49°05'15" E 46'±
LOT 3
grit pit
S 44°02'15" E 210.00'
N 44°02'15" W 107.10'
Lot 3 Riverside Easement Area (Comb Hatch)
LOT 2
LOT 3
Penobscot River
65,958 S.F.
1.514 Acres
31,863 S.F.
0.73 Acres±
LOT 3
620'± along Highest Annual Tide
N 53°02'05" W 284.33'
Lot 2 Riverside Easement Area (Triangle Hatch)
LOT 2
Penobscot River
LEGEND
NAIL WITH WASHER "PLS 2327"
LEACHATE
ADJOINER
EASEMENT
BOUNDARY
CONTINUES ON EXHIBIT A-6
May 18, 2019
Project No. 98079 (PLS#2327)
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019
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EXHIBIT A-6 Riverside
CROSS EASEMENTS
BUCKSPORT MILL, LLC
ROUTE 15 - BUCKSPORT, MAINE
SCALE: 1" = 40'
40' 20' 0' 40'
CONTINUES ON EXHIBIT A-5
LOT 3
Lot 3 Riverside Easement Area (Comb Hatch)
LOT 3
LOT 2
S 57°13'15" E 454.20'
31,863 S.F.
0.73 Acres±
N 61°33'45" W 78.59'
65,958 S.F.
1.514 Acres
620'± along Highest Annual Tide
LOT 2
N 41°10'05" W 86.00'
Lot 2 Riverside Easement Area (Triangle Hatch)
144'±
pipe to Outfall #001B
Saltwater Pumphouse
N: 330,435.10
E: 904,545.63
N: 330,415.64
E: 904,496.11
Penobscot River
N 48°49'55" E 52.66'
Outfall #001B
CONTINUES ON EXHIBIT A-7
LEGEND
PK NAIL WITH WASHER
ADJOINER
EASEMENT
BOUNDARY
May 18, 2019
Project No. 98079 (PLS#2327)
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019
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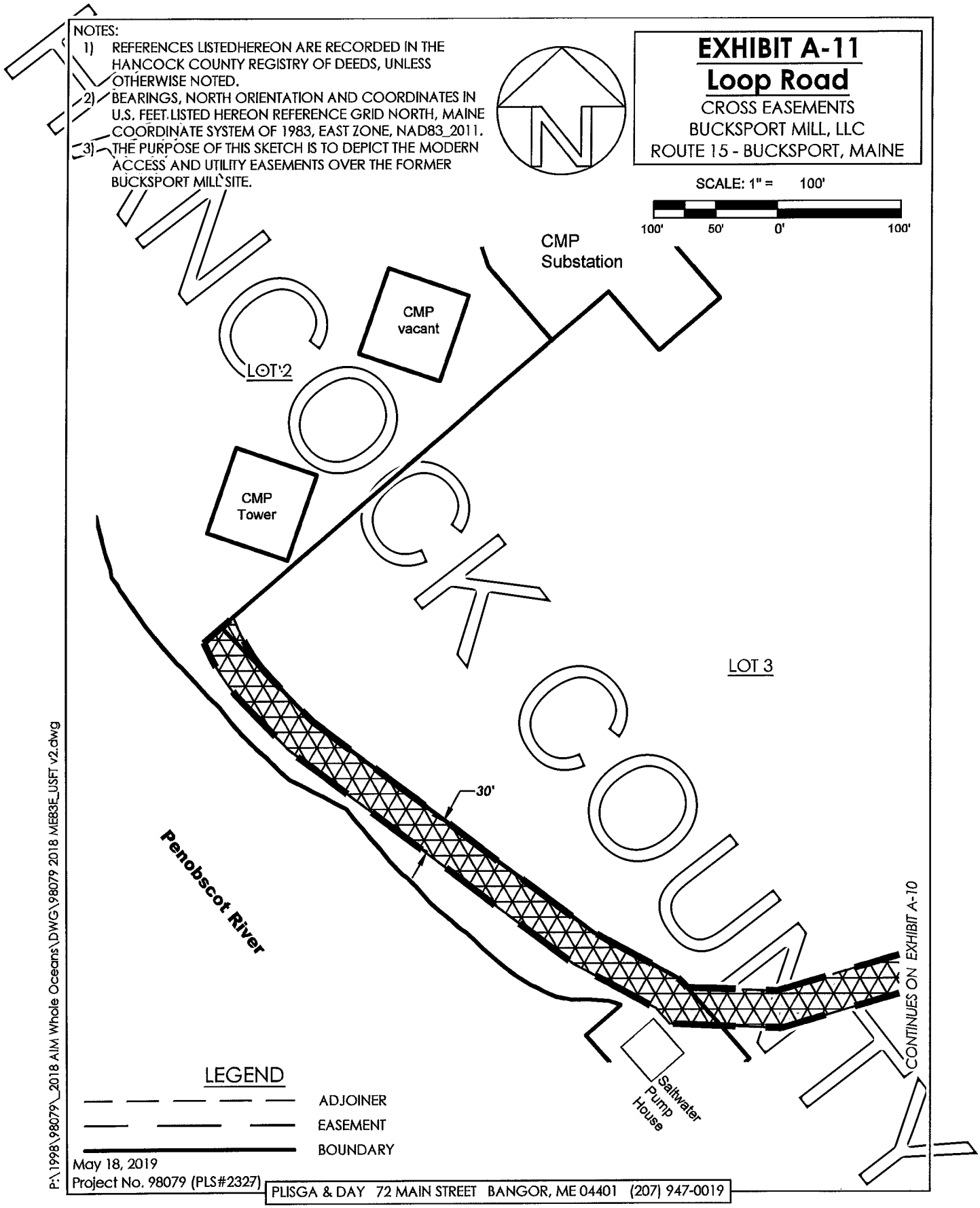

CONTINUES ON EXHIBIT A-6
EXHIBIT A-7 Riverside
CROSS EASEMENTS
BUCKSPORT MILL, LLC
ROUTE 15 - BUCKSPORT, MAINE
Lot 2 Riverside Easement Area (Triangle Hatch)
Lot 3 Riverside Easement Area (Comb Hatch)
LOT 3
LOT 2
LOT 1
S 57°13'15" E 454.20'
N 41°10'05" W 86.00'
31,863 S.F.±
0.73 Acres±
N: 330,435.10
E: 904,545.63
Saltwater Pumphouse
N: 330,415.64
E: 904,496.11
N: 330,434.20
E: 904,699.03
65,958 S.F.
1.514 Acres
N 48°49'55" E 52.66'
620'± along Highest Annual Tide
N 49°22'23" E 9'±
S 20°29'11" E 9.44'
S 00°00'00" E 12.01'
Penobscot River
valve house
111'±
S 02°44'03" W
320'± along Highest Annual Tide
Highest Annual Tide
along
Outfall #003
Penobscot River
SCALE: 1" = 40'
40' 20' 0' 40'
NOTES:
1) REFERENCES LISTEDHEREON ARE RECORDED IN THE HANCOCK COUNTY REGISTRY OF DEEDS, UNLESS OTHERWISE NOTED.
2) BEARINGS, NORTH ORIENTATION AND COORDINATES IN U.S. FEET LISTED HEREON REFERENCE GRID NORTH, MAINE COORDINATE SYSTEM OF 1983, EAST ZONE, NAD83_2011.
3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.
LEGEND
PK NAIL WITH WASHER
ADJOINER
EASEMENT
BOUNDARY
May 18, 2019
Project No. 98079 (PLS#2327)
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PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

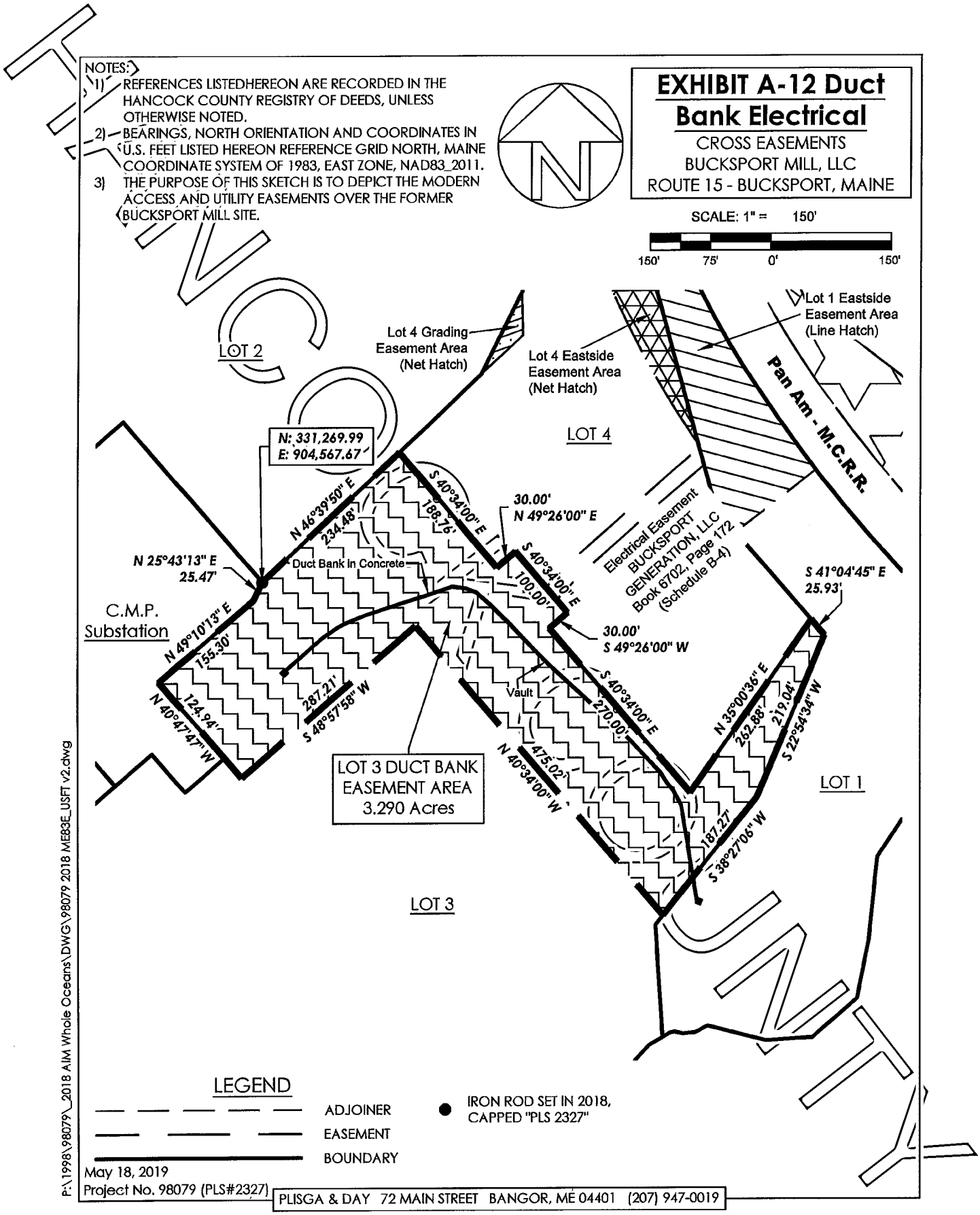

NOTES:
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3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.
EXHIBIT A-8
Loop Road
CROSS EASEMENTS
BUCKSPORT MILL, LLC
ROUTE 15 - BUCKSPORT, MAINE
SCALE: 1" = 100'
100' 50' 0' 100'
Loop Road (Net Hatch)
formerly MAINE SEABOARD PAPER COMPANY BOOK 627, PAGE 491
Loop Road Runs Coincident with Access Easement
Access Easement Area (Shaded)
LOT 2
formerly ROUTE 15 DISCONTINUED
Security Building
River Road - Route 15
LOT 4
30'
Pan Am - M.C.R.R.
formerly MAINE SEABOARD PAPER COMPANY BOOK 628, PAGE 442
FIRE PUMP HOUSE
LOT 1
Education & Development Center (EDC) Building
Additive Storage Building
HANCOCK COUNTY
CONTINUES ON EXHIBIT A-9
LEGEND
ADJOINER
EASEMENT
BOUNDARY
May 18, 2019
Project No. 98079 (PLS#2327)
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PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019


NOTES:
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3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.
EXHIBIT A-9
Loop Road
CROSS EASEMENTS
BUCKSPORT MILL, LLC
ROUTE 15 - BUCKSPORT, MAINE
SCALE: 1" = 100'
100' 50' 0' 100'
CONTINUES ON EXHIBIT A-8
LOT 1
Additive Storage Building
LOT 4
Trades Building
LOT 1
G4 Turbine
LOT 3
Log Pond
buildings under demolition
G3 Turbine
G5 Turbine
30'
Penobscot River
CONTINUES ON EXHIBIT A-10
LEGEND
ADJOINER
EASEMENT
BOUNDARY
May 18, 2019
Project No. 98079 (PLS#2327)
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019
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HANCOCK COUNTY


NOTES:
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3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.
EXHIBIT A-11
Loop Road
CROSS EASEMENTS
BUCKSPORT MILL, LLC
ROUTE 15 - BUCKSPORT, MAINE
SCALE: 1" = 100'
100' 50' 0' 100'
CMP Substation
CMP vacant
LOT 2
CMP Tower
LOT 3
30'
Penobscot River
Saltwater Pump House
CONTINUES ON EXHIBIT A-10
LEGEND
ADJOINER
EASEMENT
BOUNDARY
May 18, 2019
Project No. 98079 (PLS#2327)
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019
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HANCOCK COUNTY


NOTES:
1) REFERENCES LISTEDHEREON ARE RECORDED IN THE HANCOCK COUNTY REGISTRY OF DEEDS, UNLESS OTHERWISE NOTED.
2) BEARINGS, NORTH ORIENTATION AND COORDINATES IN U.S. FEET LISTED HEREON REFERENCE GRID NORTH, MAINE COORDINATE SYSTEM OF 1983, EAST ZONE, NAD83_2011.
3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.
EXHIBIT A-12 Duct Bank Electrical
CROSS EASEMENTS
BUCKSPORT MILL, LLC
ROUTE 15 - BUCKSPORT, MAINE
SCALE: 1" = 150'
150' 75' 0' 150'
LOT 2
Lot 4 Grading Easement Area (Net Hatch)
Lot 4 Eastside Easement Area (Net Hatch)
Lot 1 Eastside Easement Area (Line Hatch)
Pan Am - M.C.R.R.
LOT 4
N: 331,269.99
E: 904,567.67
N 46°39'50" E
234.48'
S 40°34'00" E
188.76'
30.00'
N 49°26'00" E
Electrical Easement BUCKSPORT GENERATION, LLC Book 6702, Page 172 (Schedule B-4)
N 25°43'13" E
25.47'
Duct Bank In Concrete
S 40°34'00" E
100.00'
S 41°04'45" E
25.93'
C.M.P. Substation
N 49°10'13" E
155.30'
30.00'
S 49°26'00" W
S 40°34'00" E
270.00'
N 35°00'36" E
262.88'
219.04'
S 22°54'34" W
N 40°47'47" W
124.94'
287.21'
S 48°57'58" W
Vault
LOT 3 DUCT BANK EASEMENT AREA 3.290 Acres
N 40°34'00" W
475.02'
187.27'
S 38°27'06" W
LOT 1
LOT 3
LEGEND
ADJOINER
EASEMENT
BOUNDARY
IRON ROD SET IN 2018, CAPPED "PLS 2327"
May 18, 2019
Project No. 98079 (PLS#2327)
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019
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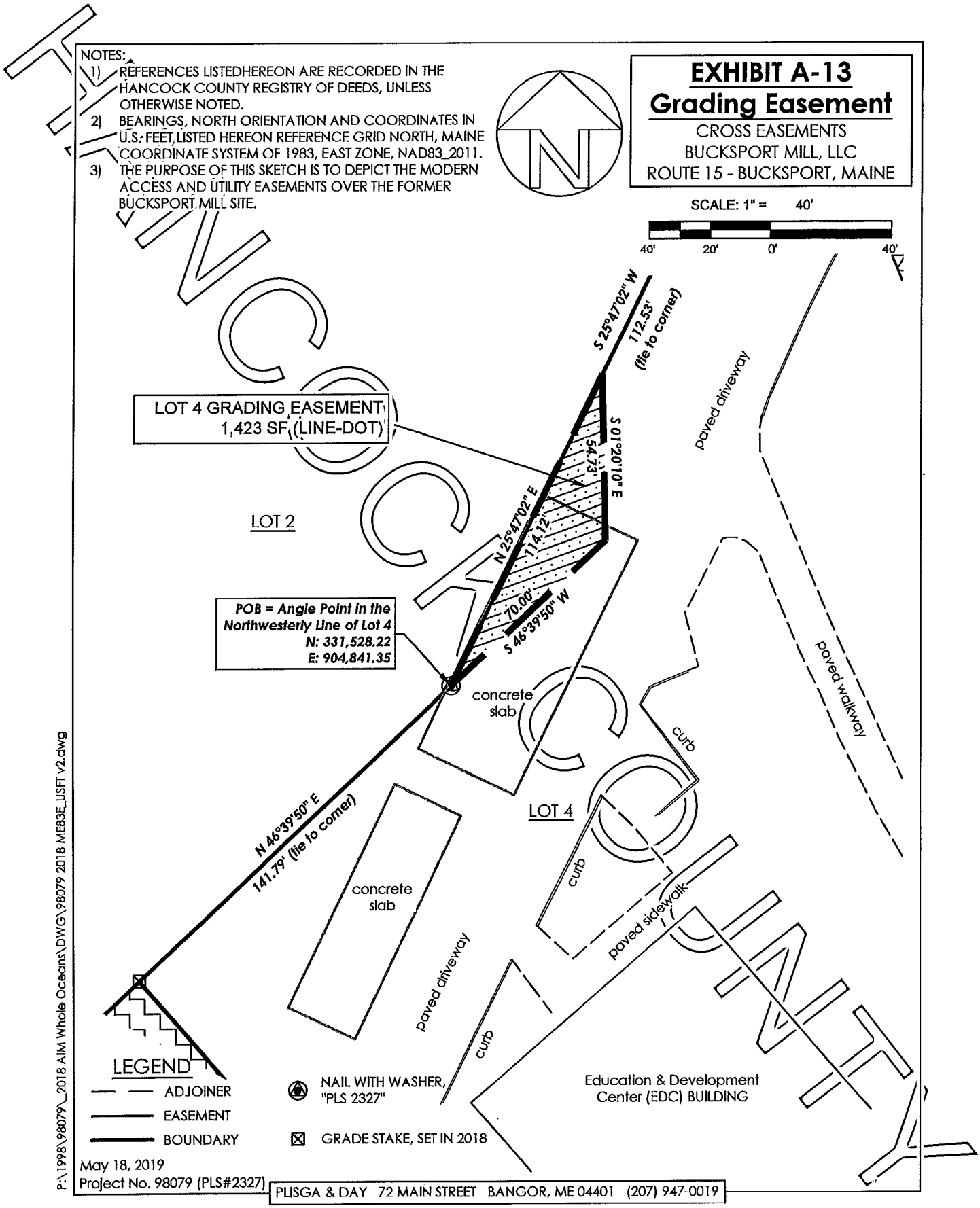

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3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.
EXHIBIT A-13
Grading Easement
CROSS EASEMENTS
BUCKSPORT MILL, LLC
ROUTE 15 - BUCKSPORT, MAINE
SCALE: 1" = 40'
40' 20' 0' 40'
LOT 4 GRADING EASEMENT
1,423 SF (LINE-DOT)
S 25°47'02" W
112.53'
(tie to corner)
S 01°20'10" E
54.73'
N 25°47'02" E
114.12'
70.00'
S 46°39'50" W
POB = Angle Point in the Northwesterly Line of Lot 4
N: 331,528.22
E: 904,841.35
LOT 2
LOT 4
paved driveway
paved walkway
concrete slab
curb
N 46°39'50" E
141.79' (tie to corner)
concrete slab
paved driveway
curb
curb
paved sidewalk
Education & Development Center (EDC) BUILDING
LEGEND
ADJOINER
EASEMENT
BOUNDARY
NAIL WITH WASHER, "PLS 2327"
GRADE STAKE, SET IN 2018
May 18, 2019
Project No. 98079 (PLS#2327)
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019
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EXHIBIT B

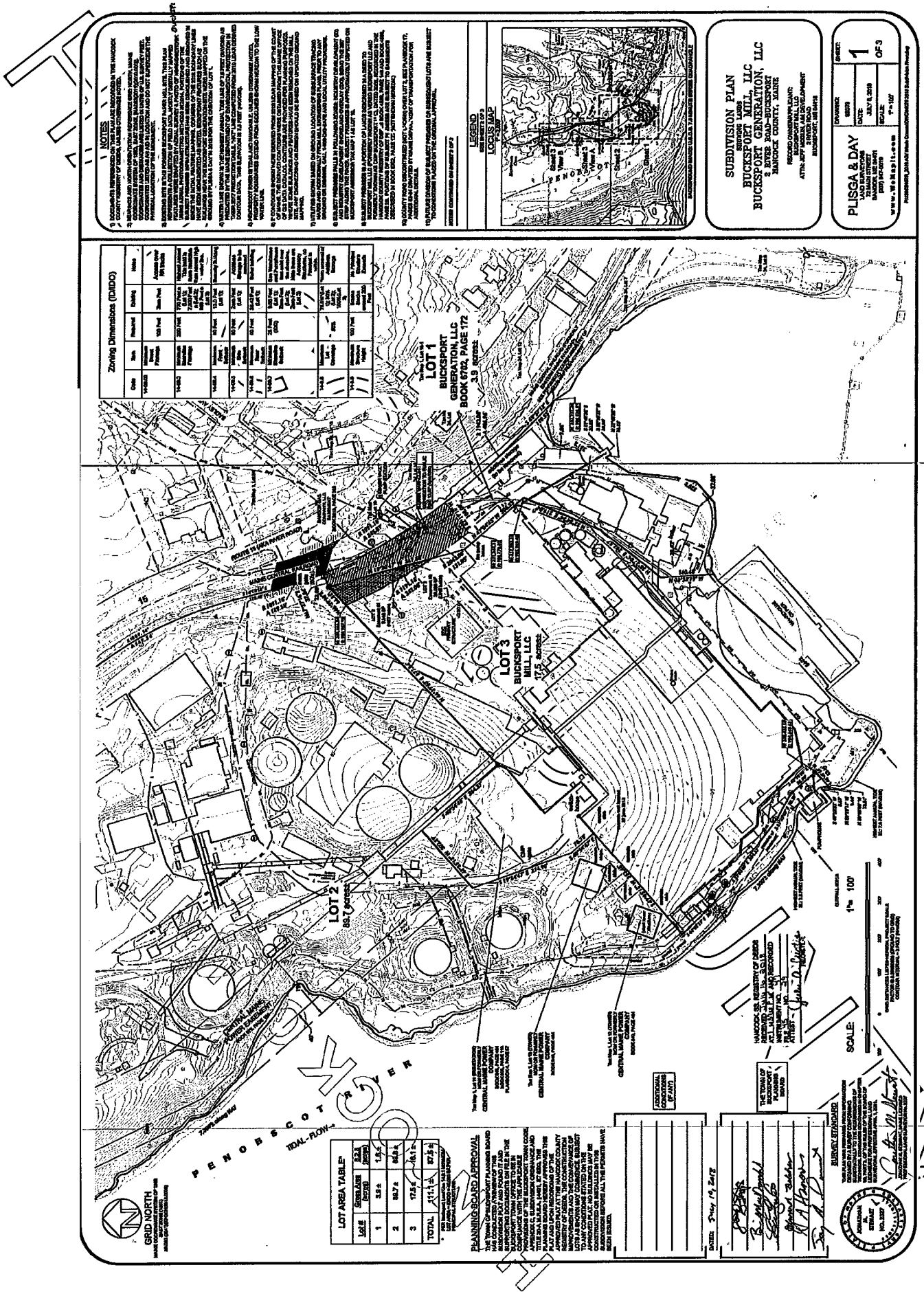
REDUCED COPY OF AMENDED SUBDIVISION PLAN

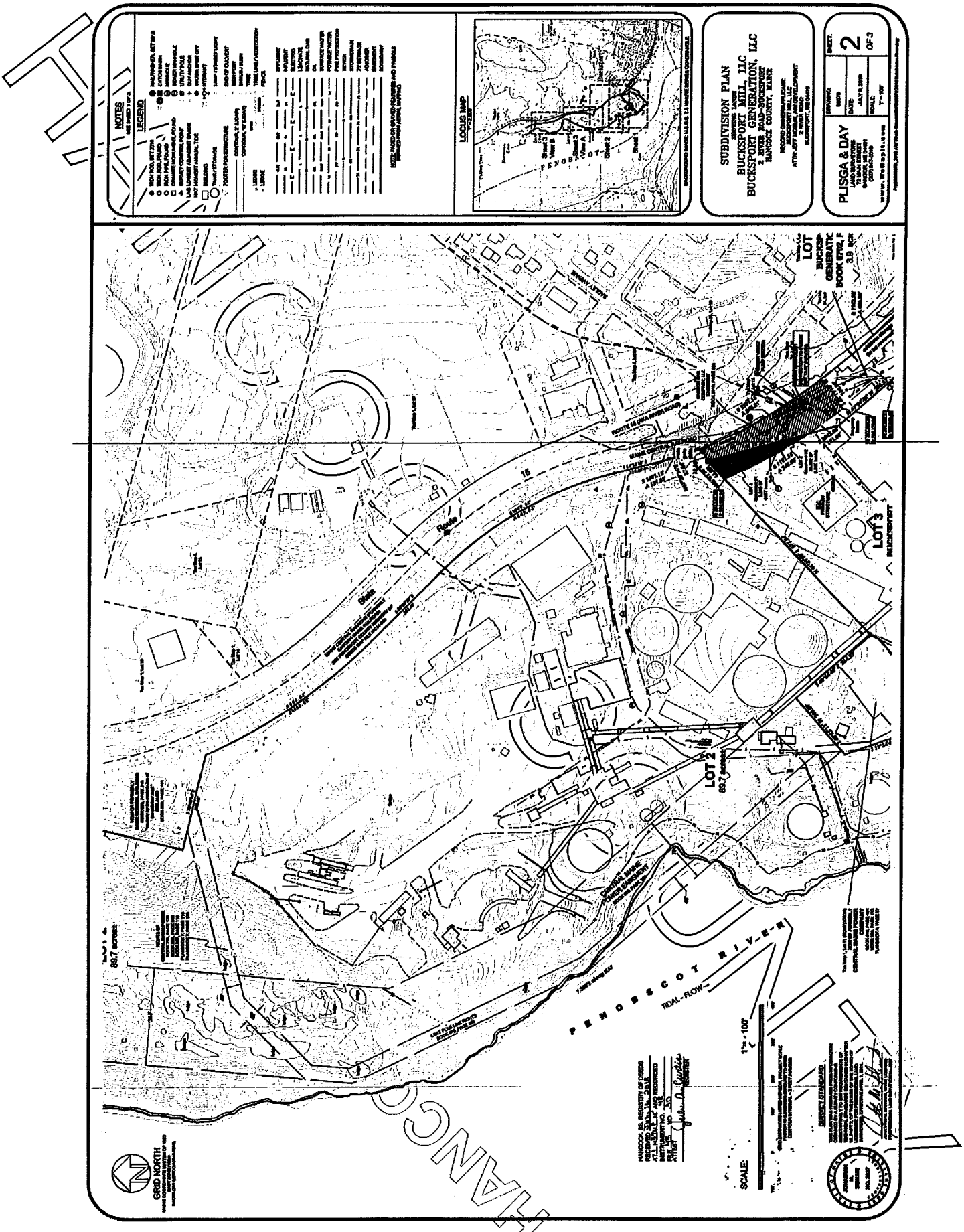
(A reduced copy of the Subdivision Plan is attached hereto for the convenience of the reader. Reference should be made to the full sized copy of the Subdivision Plan recorded in the Hancock County Registry of Deeds)

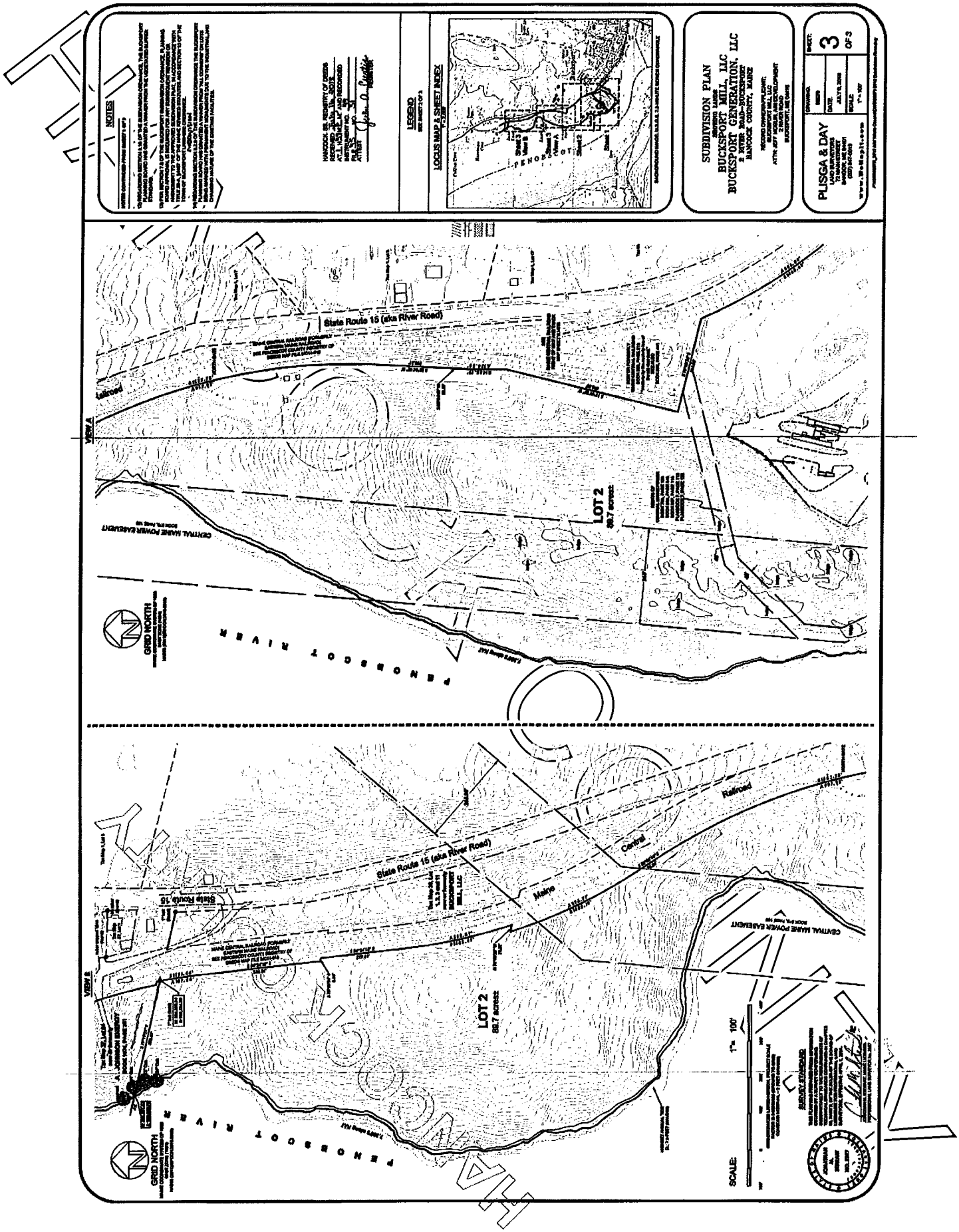
HANCOCK COUNTY

NOTES
LEGEND
LOCUS MAP
AMENDED SUBDIVISION PLAN
FOR
BUCKSPORT MILL, LLC
BUCKSPORT GENERATION, LLC
PLISGA & DAY
LAND SURVEYORS
LOT 1
BUCKSPORT GENERATION, LLC
BOOK 6702, PAGE 172
3.9 acres±
LOT 2
89.3 acres±
LOT 3
BUCKSPORT MILL, LLC
14.2 acres±
LOT 4
3.907 acres±
PENOBSCOT RIVER
TIDAL FLOW
GRID NORTH
LOT AREA TABLE*
PLANNING BOARD APPROVAL
SURVEY STANDARD:
SCALE:
1" = 100'
DETAIL
EASEMENT #3
2,249 s.f.±
0.047 Acres
CONDITIONS (IF ANY)
THE TOWN OF BUCKSPORT PLANNING BOARD
DATE: 9-2-2019

NOTES
SUBDIVISION PLAN
BUCKSPORT GENERATION, LLC
BUCKSPORT MILL, LLC
2 RIVER ROAD-BUCKSPORT
HANCOCK COUNTY, MAINE
PLISGA & DAY
LAND SURVEYORS
71 MAIN STREET
BANGOR, MAINE 04401
(207) 947-0019
www.PlisgaDay.com
SHEET 1 OF 3
DRAWING 6670
DATE: December 20, 2018
SCALE: 1" = 100'
LOCUS MAP
LEGEND
Zoning Dimensions (D/ND)
LOT 1
BUCKSPORT GENERATION, LLC
BOOK 6702, PAGE 172
3.9 acres
LOT 2
89.3 acres
LOT 3
BUCKSPORT MILL, LLC
14.0 acres
LOT 4
1.18 acres
PENOBSCOT RIVER
TIDAL FLOW
LOT AREA TABLE*
PLANNING BOARD APPROVAL
SURVEY STANDARD
SCALE
1" = 100'


NOTES
SUBDIVISION PLAN
BUCKSPORT MILL, LLC
BUCKSPORT GENERATION, LLC
2 RIVER ROAD-BUCKSPORT
HANCOCK COUNTY, MAINE
PLISGA & DAY
LAND SURVEYORS
LEGEND
LOCUS MAP
Zoning Dimensions (DMDO)
LOT 1
BUCKSPORT GENERATION, LLC
BOOK 6702, PAGE 172
39 Acres±
LOT 2
89.7 Acres±
LOT 3
BUCKSPORT MILL, LLC
17.5 Acres±
PENOBSCOT RIVER
TIDAL FLOW
GRID NORTH
SCALE:
LOT AREA TABLE*
PLANNING BOARD APPROVAL
SURVEY STANDARD


NOTES
LEGEND
LOCUS MAP
SUBDIVISION PLAN
BUCKSPORT MILL, LLC
BUCKSPORT GENERATION, LLC
2 RIVER ROAD-BUCKSPORT
BLANCHE COUNTY, MAINE
PLISGA & DAY
SHEET 2 OF 3
DATE: JULY 9, 2019
SCALE: 1" = 100'
Lot 3
Lot 2
Lot 4
PENOBSCOT RIVER
TIDAL - FLOW
GRID NORTH
SCALE
1" = 100'
SURVEY STANDARD
HANCOCK


NOTES
LEGEND
LOCUS MAP & SHEET INDEX
SUBDIVISION PLAN
BUCKSPORT MILL, LLC
BUCKSPORT GENERATION, LLC
2 RIVER ROAD–BUCKSPORT
HANCOCK COUNTY, MAINE
PLISGA & DAY
LAND SURVEYORS
SHEET 3 OF 3
DATE: JULY 8, 2019
SCALE: 1" = 100'
State Route 15 (aka River Road)
Railroad
LOT 2
88.7 acres
CENTRAL MAINE POWER EASEMENT
PENOBSCOT RIVER
GRID NORTH
VIEW A
VIEW B
SCALE: 1" = 100'

HANCOCK COUNTY

EXHIBIT C

DESCRIPTION OF THE WHOLE OCEANS PROPERTY

Those certain lots or parcels of land, with the improvements located thereon and the easements appurtenant thereto located in Bucksport and Orland, Hancock County, Maine, all as more particularly bounded and described in the deed from Bucksport Mill LLC to Whole Oceans LLC of near or even date and to be recorded in the Hancock County Registry of Deeds herewith.

EXHIBIT D

LEGAL DESCRIPTION OF THE BUCKMILL PROPERTY

Those certain lots or parcels of land, with the improvements located thereon and the easements appurtenant thereto located in Bucksport and Orland, Hancock County, Maine, all as more particularly bounded and described in that certain corrective deed from International Paper Company to CMP Bucksport LLC, n/k/a Bucksport Mill LLC, dated September 11, 2006, and recorded in the Hancock County Registry of Deeds in Book 4588, Page 26, correcting a deed from SP Forest, L.L.C. to CMP Bucksport LLC dated July 28, 2006, and recorded in Book 4558, Page 148, EXCEPTING that which is conveyed in the deed from Bucksport Mill LLC to Whole Oceans LLC of near or even date and to be recorded in the Hancock County Registry of Deeds herewith, and also EXCEPTING the property conveyed by the following deeds:

a. Deed from Verso Bucksport LLC to the Inhabitants of the Town of Bucksport dated January 19, 2011 and recorded in said Registry of Deeds in Book 5568, Page 333;

b. Deed from Bucksport Verso LLC to the Inhabitants of the Town of Orland dated March 21, 2011 and recorded in the Hancock County Registry of Deeds in Book 5621, Page 174;

c. Deed from Verso Bucksport LLC to Verso Androscoggin LLC dated as of January 29, 2015 and recorded in said Registry of Deeds in Book 6345, Page 257;

d. Deed to Bucksport Generation LLC from Bucksport Mill LLC dated December 21, 2016 and recorded in Book 6702, Page 172; and

e. Quitclaim Deed with Covenant from Bucksport Mill LLC to Bucksport United Methodist Church dated March 6, 2019 and recorded in Book 6939, Page 523.

HANCOCK COUNTY

BK: OR 6960 PAGE:124 # OF PGS:3
06/25/2019 01:50:16 PM INSTR# 2019009016
JULIE A. CURTIS, REGISTER OF DEEDS
HANCOCK COUNTY MAINE
eRecorded Document

HANCOCK

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS

That **BUCKSPORT GENERATION LLC** ("Grantor") of Bucksport, Hancock County, State of Maine, as owner of the parcel designated as "Lot 1" on certain that Subdivision Plan entitled "Amended Subdivision Plan for Bucksport Mill, LLC Bucksport Generation, LLC 2 River Road – Bucksport, Hancock County, Maine," sheet 1 of 3, dated March 19, 2019, and recorded in the Hancock County Registry of Deeds as Mapfile 46, Number 11 ("Grantor's Property"), for consideration given, grants to **THE MAINE WATER COMPANY** ("Grantee"), a Maine corporation, having its principal office at 93 Industrial Park Road, Saco, Maine 04072, and its successors and assigns, with quitclaim covenants, the nonexclusive right and easement to erect, bury, install, lay, maintain, repair, rebuild, operate and patrol an underground water supply line, together with all necessary fixtures and appurtenances (collectively, the "Water Line"), within and under a portion of the Grantor's Property that is twenty (20) feet wide, centered on the Water Line, which area is in the location generally depicted on the plan attached hereto as Exhibit A (the "Easement Area"), subject to the terms and conditions of this Easement Deed and of that certain Release and Cross Easement indenture dated May 21, 2019 recorded in Hancock County Registry of Deeds in Book 6951, Page 621.

Together with the right to dig, flush and operate necessary control valves as Grantee believes may be required for the operation and maintenance of the Water Line; the right to restrict the construction of buildings or structures within the Easement Area; the right to keep the surface of the ground above the buried Water Line free from structures which, in the judgment of Grantee, would interfere with or endanger the proper operation or maintenance of the Water Line; and the right to enter upon a portion for any and all of the foregoing purposes.

Grantor hereby expressly reserves and retains for itself and for subsequent owners of Grantor's Property the right to use, or to grant to others the right to use, the subsurface, the surface and air space above the Easement Area for any use or purpose, except as provided in the immediately preceding paragraph. Supplementing the foregoing, Grantor reserves and retains the right to use, or to grant to others the right to use, the roads, driveways and sidewalks, now or hereafter existing within the Easement Area, and the right to construct, maintain, repair, replace and expand the roads, driveways and sidewalks, now or hereafter existing within the Easement Area, and to improve the same with pavement, pavers, or other impervious or semi-impervious surfaces.

Grantee shall notify Grantor, in advance, of any erection, burying, installation, laying, maintenance, repair, rebuilding or other work (hereinafter collectively referred to as "Work") to be performed to the Water Line within the Easement Area at least five (5) business days before the commencement thereof; provided, however, in the case of a total failure of the water service through the Water Line, then such five (5) business day advance notice is not required, and Grantee shall give Grantor such advance notice of such Work as is commercially reasonably under the circumstances. Any Work shall be performed in a good and workmanlike manner (taking into consideration customary construction practices) and in accordance with all

applicable laws, ordinances and regulations, and shall be prosecuted to completion with due diligence. In the event any lien is filed against Grantor's Property in connection with the Work, such lien shall be removed or bonded within fifteen (15) days after the date of such filing.

In connection with the performance of any Work, Grantor hereby grants to Grantee a temporary construction easement over other portions of Grantor's Property to the extent reasonably necessary to perform such erection, burying, installation, laying, maintenance, repair, rebuilding or other work.

If Grantor's Property or any buildings, structures or other improvements thereon are damaged in connection with or arising out of the performance of the Work, Grantee shall repair, or shall cause the person or entity performing the Work, to repair such damage. Supplementing the foregoing, Grantee shall restore, or shall cause the person or entity performing any Work within the Easement Area to restore, the portion of Grantor's Property affected by the Work to substantially the same condition existing prior to the commencement of such Work (which obligation includes patching, or repaving if reasonably necessary, any pavement or other impervious or semi-impervious surface, and planting or replanting any grass, flowers, bushes, shrubs, trees and other vegetation affected by such work).

WITNESS his hand and seal this 19th day of June, 2019.

Signed, Sealed and Delivered
In the presence of

BUCKSPORT GENERATION LLC

Name: Luciano Zinnella

By: _____
Name: Herbert Black
Title: President

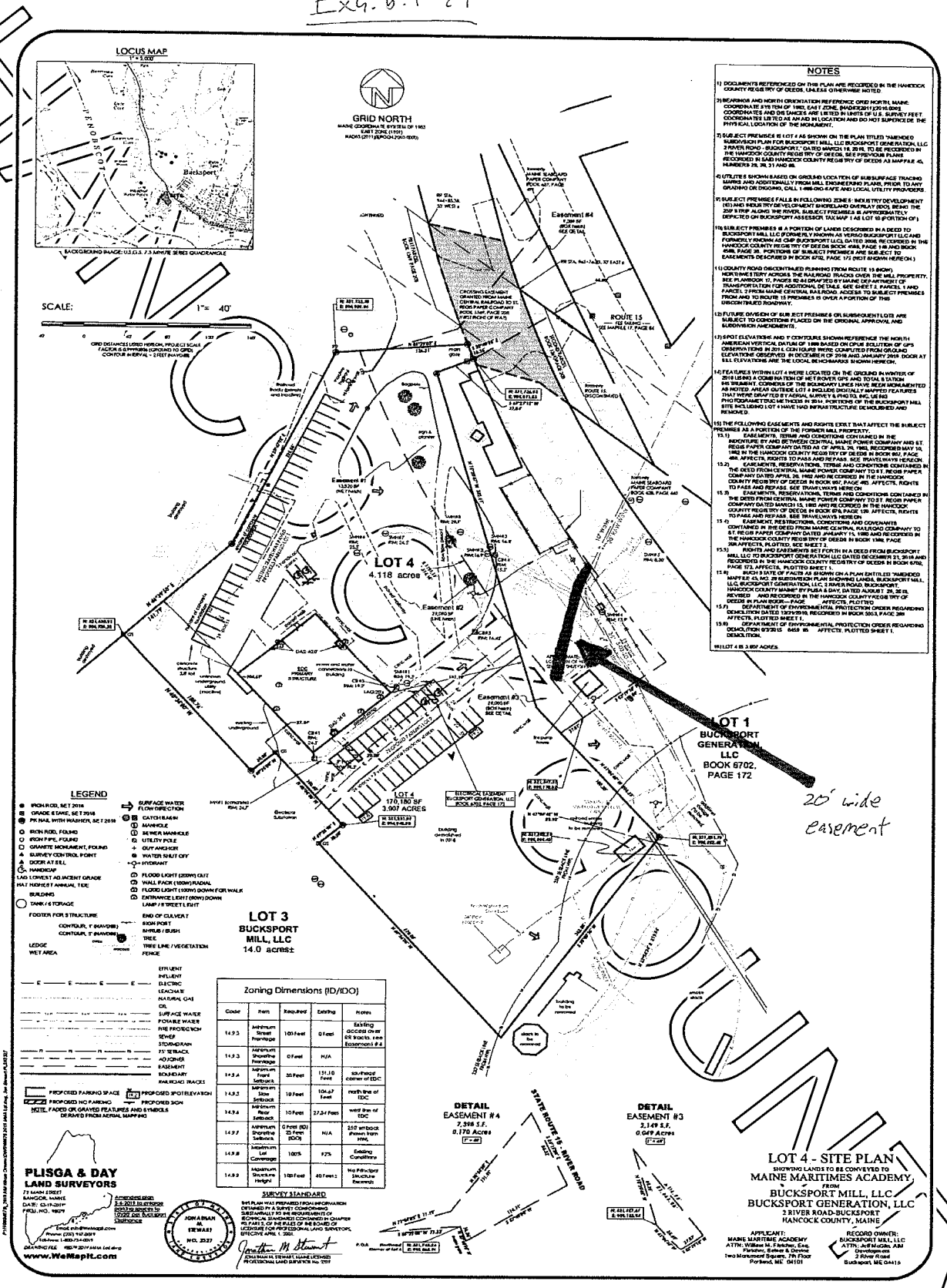
Province: Quebec
~~STATE OF MAINE~~
City ~~COUNTY OF~~ Montreal ss

On June 19, 2019, then personally appeared the above-named Herbert Black, as President of Bucksport Generation LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of Bucksport Generation LLC.

Before me, Rita Demirjian
Notary Public

COMMISSAIRE À L'ASSERMENTATION
COMMISSIONER OF OATHS
RITA
DEMIRJIAN
215 854
FOR QUEBEC AND OUTSIDE OF QUEBEC
POUR LE QUÉBEC ET POUR L'EXTÉRIEUR DU QUÉBEC

Exhibit A


LOCUS MAP
GRID NORTH
SCALE: 1"= 40'
NOTES
LOT 4
4.118 acres
LOT 3
BUCKSPORT MILL, LLC
14.0 acres±
LOT 1
BUCKSPORT GENERATION, LLC
BOOK 6702, PAGE 172
20' wide easement
LOT 4
170,180 SF
3.907 ACRES
Easement #1
13,520 SF
Easement #2
Easement #3
Easement #4
LEGEND
Zoning Dimensions (ID/IDO)
DETAIL
EASEMENT #4
7,398 S.F.
0.170 Acres
DETAIL
EASEMENT #3
2,149 S.F.
0.049 Acres
STATE ROUTE 15 - RIVER ROAD
ROUTE 15
PLISGA & DAY
LAND SURVEYORS
www.WeMapIt.com
SURVEY STANDARD
LOT 4 - SITE PLAN
SHOWING LANDS TO BE CONVEYED TO
MAINE MARITIMES ACADEMY,
FROM
BUCKSPORT MILL, LLC
BUCKSPORT GENERATION, LLC
2 RIVER ROAD-BUCKSPORT
HANCOCK COUNTY, MAINE
APPLICANT:
MAINE MARITIME ACADEMY
ATTN: William H. Fletcher, Esq.
Fletcher, Belliveau & Dowling
Two Monument Square, 7th Floor
Portland, ME 04101
RECORD OWNER:
BUCKSPORT MILL, LLC
ATTN: Jeff Maiden, AM
Development
2 River Road
Bucksport, ME 04416

BK: OR 6986 PAGE:736 # OF PGS:20
11/01/2019 09:04:00 AM INSTR# 2019016584
JULIE A. CURTIS, REGISTER OF DEEDS
HANCOCK COUNTY MAINE
eRecorded Document

DRAFT

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), ~~dated~~ effective as of October 31, 2019, is by and among **WHOLE OCEANS, LLC**, a Delaware limited liability company ("**Whole Oceans**"), **BUCKSPORT MILL LLC**, a Delaware limited liability company ("**BuckMill**"), and **BUCKSPORT GENERATION LLC**, a Delaware limited liability company ("**BuckGen**") (Whole Oceans, BuckMill and BuckGen are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**").

RECITALS:

A. Reference is made to that certain plan entitled "Amended Mapfile 45, No. 96 Amended Mapfile 45, Nos. 29, 30, & 31 Amended Subdivision Plan for Bucksport Mill, LLC Bucksport Generation, LLC" prepared by Plisga & Day, dated March 19, 2019, and recorded in in the Registry in File 46, No. 11, (the "**Subdivision Plan**"), a reduced copy of which is attached hereto as Exhibit A.

B. Lots 1, 3, 4 and a portion of Lot 2 are depicted on the Subdivision Plan. Whole Oceans is the owner of Lot 2, a portion of which is shown on the Subdivision Plan ("**Lot 2**"), BuckMill is the owner of Lot 3, as shown on the Subdivision Plan ("**Lot 3**"), and BuckGen is the owner of Lot 1, as shown on the Subdivision Plan ("**Lot 1**"). For the purposes of this Agreement, the fee owner of Lot 2 from time to time is referred to herein as the "**Lot 2 Owner**," and the fee owner of Lot 3 from time to time is referred to herein as the "**Lot 3 Owner**".

C. Attached hereto as Exhibit B is a plan (the "**Loop Road Plan**") showing (i) a roughly 30 foot wide access road running from the Route 15 through portions of Lots 1, 2, 3 and 4 (said access road being hereinafter referred to as the "**Loop Road**"), (ii) the area identified as the "**Duct Bank Area**" and (iii) the parcels currently owned by Central Maine Power Company, including, without limitation, the parcel identified as the "Central Maine Power Company Switchyard Lot" (the "**Switchyard Lot**"). For the purposes of this Agreement, the portion of the Loop Road cross-hatched on the Loop Road Plan is hereinafter referred to as the "**Switchyard Road**."

D. Reference is hereby made to that certain Release and Cross Easement Indenture dated as of May 21, 2019, recorded at Book: OR 6951, Page 621 (the "**Cross Easement**"), which provides for certain complementary rights of the parties hereto relative to the various parcels included within the Subdivision Plan.

E. BuckGen and BuckMill own equipment and related facilities for the transmission of electricity that are located within the Switchyard Lot and the Duct Bank Area, and BuckGen and BuckMill will require access over the Switchyard Road in connection with the periodic and/or emergency maintenance, repair and/or replacement of such equipment.

F. In connection with the foregoing, (i) BuckGen has requested an access easement from BuckMill and Whole Oceans over the portion of the Switchyard Road located on their respective Lots, and (ii) BuckMill has requested an access easement from Whole Oceans over the portion of the Switchyard Road located on Lot 2.

G. Whole Oceans and BuckMill are willing to grant the access easement on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
ACCESS EASEMENT

Section 1.1 Grant of Access Easement for Switchyard Road

(a) Whole Oceans, for consideration paid, grants to BuckGen for the benefit of Lot 1 and to its successors and assigns of Lot 1, and to BuckMill, as an easement in gross, and to its successors and assigns, a perpetual, non-exclusive easement for vehicular access over and across the portion of the Switchyard Road now or hereafter existing on Lot 2 to provide access to the Switchyard Lot, subject to the terms and conditions set forth herein.

(b) BuckMill, for consideration paid, grants to BuckGen, for the benefit of Lot 1, and to its successors and assigns of Lot 1, a perpetual, non-exclusive easement for vehicular access over and across the portion of the Switchyard Road now or hereafter existing on Lot 3 to provide access to the Switchyard Lot, subject to the terms and conditions set forth herein.

(c) The easements set forth in paragraphs (a) and (b) are collectively referred to herein as the "**Switchyard Road Easement**".

DRAFT COUNTY

Section 1.2 Terms and Conditions

(a) (i) BuckGen shall enter upon and shall use the Switchyard Road Easement at its own risk and hereby releases the Lot 2 Owner and the Lot 3 Owner from any liability with respect to, or arising out of, such entrance or use, except with respect to any negligence or intentional misconduct by the Lot 2 Owner and the Lot 3 Owner, in which case such Lot 2 Owner or Lot 3 Owner only shall not be released.

(ii) BuckMill shall enter upon and shall use the Switchyard Road Easement at its own risk and hereby releases the Lot 2 Owner and the Lot 3 Owner from any liability with respect to, or arising out of, such entrance or use, except with respect to any negligence or intentional misconduct by the Lot 2 Owner or by the Lot 3 Owner, in which case such Lot 2 Owner or such Lot 3 Owner only shall not be released.

(b) (i) BuckGen hereby agrees to indemnify and hold harmless the Lot 2 Owner and the Lot 3 Owner from and against any and all damages, liabilities, losses, expenses, claims, and suits (including reasonable attorneys' fees) incurred or suffered in consequence of or arising in any manner out of the exercise of its rights under the Switchyard Road Easement by BuckGen or its officers, employees, agents, contractors, or invitees, except to the extent caused by the gross negligence or intentional misconduct of the indemnified party.

(ii) BuckMill hereby agrees to indemnify and hold harmless the Lot 2 Owner and the Lot 3 Owner from and against any and all damages, liabilities, losses, expenses, claims, and suits (including reasonable attorneys' fees) incurred or suffered in consequence of or arising in any manner out of the exercise of its rights under the Switchyard Road Easement by BuckMill or its officers, employees, agents, contractors, or invitees, except to the extent caused by the gross negligence or intentional misconduct of the indemnified party.

(c) (i) BuckGen's use of the Switchyard Road is for the sole purpose of accessing its equipment now or hereafter located within the Switchyard Lot and the Duct Bank Area in connection with the periodic and/or emergency maintenance, repair and/or replacement of such equipment.

(ii) BuckMill's use of the Switchyard Road is for the sole purpose of accessing its equipment now or hereafter located within the Switchyard Lot and the Duct Bank Area in connection with the periodic and/or emergency maintenance, repair and/or replacement of such equipment.

(iii) Each Party shall have the right, but not the obligation, to repair and maintain the Switchyard Road, including snow removal. Notwithstanding anything to the contrary in the foregoing, a Party will promptly repair (in accordance with paragraph (d) below) any damage to the property subject to the Switchyard Road Easement that is caused by such Party or its officers, employees, agents, contractors, or invitees. No Party hereto shall be obligated to reimburse any other Party with respect to such repairs or maintenance, except that a Party shall be responsible for the cost of any repairs or maintenance that were necessitated by any negligent or intentional act of such Party.

(d) It is anticipated that the use of the Switchyard Road by BuckMill and BuckGen will be periodic in nature and not used for daily routine access. Except in the case of emergency, to the extent reasonably practicable, BuckGen and BuckMill will provide at least one (1) day's notice to the Lot 2 Owner and the Lot 3 Owner (if different than the Lot 2 Owner) before using the Switchyard Road Easement.

(e) No buildings, structures or other improvements shall be constructed on any portion of the Switchyard Road, except as otherwise specifically provided in this Section 1.2(e). If the Lot 2 Owner or the Lot 3 Owner, as applicable, determines, in connection with the implementation of the "Security Regulations" (as defined below), that fencing or another barrier is required or appropriate for their operations, they may install such fence or barrier provided that they also install a gate to permit vehicular access over the Switchyard Road. In such event, the Lot 2 Owner and/or the Lot 3 Owner shall coordinate with BuckGen and BuckMill to implement commercially reasonably procedures to ensure that BuckGen and BuckMill continue to have vehicular access through the gated section of the Switchyard Road in the manner contemplated by the terms of this Agreement. Subject to the terms and conditions hereof, the Lot 2 Owner and the Lot 3 Owner shall have the right to use their respective Lots as they determine, so long as they do not unreasonably interfere with the use of the Switchyard Road by BuckMill and BuckGen as provided herein.

(f) BuckGen, as a result of any work done by or for the benefit of such Party, shall not suffer or permit any mechanic's or materialmen's lien to attach to Lot 2 or Lot 3. BuckMill, as a result of any work done by or for the benefit of such Party shall not suffer or permit any mechanic's or materialmen's lien to attach to Lot 2 or Lot 3. In the event any such lien shall be filed and recorded, the Party having done such work or for whose benefit the work was done, shall promptly take steps to remove such lien in any lawful manner.

(g) (i) The Parties acknowledge that Central Maine Power Company ("**CMPCo**") may require an easement over and across the Loop Road (including portion thereof herein designated the Switchyard Road) to provide access between Route 15, also known as Main Street, and the Switchyard Lot owned by CMPCo and the power easements on the Whole Oceans Parcel owned by CMPCo. Upon request of Whole Oceans, all Parties shall execute and deliver to CMPCo an easement in recordable form granting CMPCo the above-described easement over the Loop Road, in form and substance reasonably satisfactory to the Parties and CMPCo. Neither BuckMill nor BuckGen, nor any subsequent owner of all or any portion of Lot 1 or Lot 3 shall have any responsibility for any improvements required by CMPCo to the Loop Road. Any such which work will be coordinated with the owner of BuckGen Parcel and subject to the reasonable requirements of such owner.

(ii) In lieu of, or in addition to, an easement over and across the Loop Road, Whole Oceans may elect to grant to CMPCo an access easement over and across another road now or hereafter located on Lot 2 (hereinafter referred to as the "**Alternate Access Road**") to provide access between Route 15 and the Switchyard Lot. In such event, Whole Oceans may desire to coordinate the access of BuckGen and BuckMill to the Switchyard Lot with the access of CMPCo to the Switchyard Lot, to the extent permitted by any applicable law or regulation. In such event, the Parties agree to negotiate, in good faith, the terms of the coordinated access over and across the Alternate Access Road, which terms may include allowing Whole Oceans to relocate, at its sole cost and expense, such Alternative Access Road from time to time and

allowing BuckGen's and BuckMill's use of the Alternate Access Road for all vehicles or for tractor-trailers, semi-trailers, cranes or other large vehicles only. If the use of the Alternate Access Road by BuckGen and BuckMill is limited to tractor-trailers, semi-trailers, cranes or other large vehicles, then BuckGen and BuckMill shall continue to use the Switchyard Road for all other vehicles, subject to the terms and conditions set forth herein. The Parties acknowledge that the terms of the coordinated access shall be subject to CMPCo's review and approval. It is the Parties' intent, and BuckGen and BuckMill hereby agree, following the granting of an easement to CMPCo by Whole Oceans over the Alternate Access Road, that Whole Oceans shall have the right to require BuckGen and BuckMill to use the Alternate Access Road instead of the Switchyard Road to access the Switchyard Lot so as not to have any additional access roads to the Switchyard Lot beyond what has been granted to CMPCo, provided the Alternate Access Road complies with the applicable provisions of this Agreement.

(iii) In using the Switchyard Road and/or the Alternate Access Road, BuckGen and BuckMill agree to comply with any specific security and/or safety regulations required by any federal, state or local governmental entity, agency or department having jurisdiction over Lot 2 and/or Lot 3 and/or such lot owner's operations thereon or as otherwise reasonably imposed by the applicable lot owner (such regulations, as the same may be revised and/or amended from time to time, being hereinafter collectively referred to as the "**Security Regulations**"). The Lot 2 Owner, with respect to Lot 2, and the Lot 3 Owner with respect to Lot 3 agree to uniformly enforce the Security Regulations with respect to any unrelated person or entity using the Switchyard Road or the Alternate Access Road. After receipt of the Security Regulations, BuckGen and BuckMill agree to comply with the same.

(iv) Whole Oceans acknowledges and agrees that neither BuckGen nor BuckMill shall be obligated to contribute to the cost of constructing the Alternate Access Road and that Whole Oceans shall not charge BuckGen or BuckMill any fee for the use of the Alternate Access Road. However, the use of the Alternate Access Road by BuckGen and/or Buck Mill shall be subject to all of the terms and conditions set forth in this Section 1.2 to the extent applicable.

(h) Nothing to the contrary in this Agreement withstanding, it is the intent of the Parties that Buck Mill and BuckGen shall at all times have access over the easements granted or provided for herein in order to access the Switchyard Lot from Lot 1 or the public way via the Switchyard Road, via an Alternate Access Road to the extent provided in Section 1.2(g)(ii) hereof, via a relocated Switchyard Road established pursuant to Section 2.5 of this Agreement, or by a combination of thereof, subject, however, to notice provisions and other limitations, terms and conditions expressed in this Agreement. BuckMill and BuckGen shall be entitled to use the easements granted herein for access by passenger cars, light trucks, tractor-trailers, semi-trailers, cranes or other large vehicles; provided however, that Whole Oceans and BuckMill make no representation as to the suitability of the Loop Road for any of such vehicles.

(i) The Parties acknowledge that the Cross Easement establishes certain easement rights for the benefit of the Parties hereto as well as others. This Agreement supplements the Cross Easement; however, in the event of conflict between the Cross Easement and this Agreement as to the location, rights, restrictions and obligations of the Parties relative to the Loop Road, this Agreement shall control.

ARTICLE 2
GENERAL TERMS AND CONDITIONS

Section 2.1. Arbitration.

(a) All disputes (each, a "**Dispute**") under this Indenture will be resolved by arbitration in accordance with the provisions of this Section.

(b) Either party may commence an arbitration proceeding by serving a written notice (an "**Arbitration Notice**") on the American Arbitration Association and on the other party or parties involved not more than ninety (90) days after the expiration of the time period provided for the parties to resolve such Dispute (or any extension thereof that may be mutually agreed upon by the parties involved). The Arbitration Notice shall contain a reasonably detailed description of the Dispute and the remedy sought and shall set forth the name of the arbitrator selected by the party giving the Arbitration Notice. The parties receiving the Arbitration Notice shall, within fifteen (15) days after receipt thereof, serve a notice (the "**Reply Notice**") on the party commencing the arbitration. Each Reply Notice shall contain a reasonably detailed response to the claim (including any counterclaims and remedies sought) by the parties giving the Reply Notice. If none of the parties submitting Reply Notices include an objection to the arbitrator designated in the Arbitration Notice or if no Reply Notice is timely given, then the arbitrator named in the Arbitration Notice shall serve as a sole arbitrator under this Section. If the arbitrator designated in the Arbitration Notice is objected to in any Reply Notice, as promptly as practicable, and no later than twenty (20) days after the date of the Reply Notice, the American Arbitration Association shall select a single arbitrator. Except as otherwise provided in this section, any arbitration hereunder shall be administered (and if necessary an arbitrator selected) by the American Arbitration Association in accordance with its Commercial Arbitration Rules, or if the Dispute involves a matter related to any construction, reconstruction, maintenance, or repair, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

(c) The arbitration proceeding shall take place in Portland, Maine, or in such other location as the Parties involved may agree in writing. The arbitrator shall:

(i) promptly fix a time and place for receiving information from the parties in connection with the Dispute at hand; and

(ii) make his or her decision only in relation to matters expressly referred to such arbitrator in accordance with this Section.

All decisions of the arbitrator or by a majority of the arbitrators shall be final and binding upon the parties involved.

SPECIMEN COPY

(d) During the continuation of the resolution of any Dispute arising under this Indenture and except as an arbitrator or a court having jurisdiction shall order otherwise, the parties shall continue to perform their obligations under this Indenture.

(e) Anything to the contrary in this Section notwithstanding, if any Dispute involves the rights and obligations of one or more third parties and any such third parties do not agree to the arbitration provisions set forth in this Section, any party to this Indenture that is a party to the Dispute will have the right to resolve any such Dispute in a court of competent jurisdiction located in the State of Maine.

Section 2.2 Insurance. BuckMill and BuckGen shall obtain and keep in full force and effect general liability insurance in amounts of not less than $1,000,000 for any single event and not less than $3,000,000 in the aggregate. The deductible and/or self-insurance reserve under any such policies shall not exceed $50,000. Such policies shall include contractual liability endorsements covering indemnification and other contractual liabilities hereunder. BuckGen's insurance policies shall be endorsed to name the Lot 2 Owner and the Lot 3 Owner as additional insured and BuckMill's insurance policies shall be endorsed to name the Lot 2 Owner and, if applicable, the Lot 3 Owner as additional insured. All such policies shall provide that such policies shall not be amended to reduce coverage or terminated without providing at least twenty (20) days prior written notice to the other Parties.

Section 2.3 Limitation on Indemnification. Notwithstanding anything to the contrary herein, any claim for indemnification hereunder shall be limited as follows: (a) no such claim shall include any recovery for any matter covered by any insurance kept or required to be maintained by the Party making claim to any indemnification; and (b) such indemnity shall not run to any consequential, special, or punitive damages.

Section 2.4 Consent and Approval. Whenever any Party's consent or approval is required hereunder, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless expressly stated otherwise.

Section 2.5 Right to Relocate.

(a) If the Lot 2 Owner or the Lot 3 Owner reasonably determines that (x) the relocation of the Switchyard Road Easement and the Switchyard Road is necessary for the development or efficient use or proposed use of the portion of its property in the general vicinity of the Switchyard Road Easement and the Switchyard Road, or (y) the relocation of the Switchyard Road Easement and the Switchyard Road is necessary to accommodate CMPCo's access requirements, then such fee owner shall have the right to relocate the Switchyard Road Easement and the Switchyard Road, subject to compliance with all of the following requirements:

(i) The cost of any such relocation, along with any costs incurred by the fee owner of the land burdened by the relocated easement as a result of such relocation, shall be borne as follows: if the relocation is pursuant to clause (x) above, then the costs shall be borne by BuckMill (provided, however, that if CMPCo has been granted an easement to use the portion of the Switchyard Road being relocated, BuckMill shall be responsible for two-thirds (2/3) of such

cost), and if the relocation is pursuant to clause (y) above, then the costs shall be borne by the fee owner requesting such relocation;

(ii) Any such relocation shall be in the same general vicinity as the then Switchyard Road Easement and the Switchyard Road and shall provide reasonably comparable access to the Switchyard Lot as was provided by the Switchyard Road immediately prior to such relocation and shall be constructed with the same finish as the current Switchyard Road on the Lot in question, i.e., dirt finish;

(iii) The fee owner seeking such relocation shall give the applicable easement holder not less than 45 days prior notice of the intent to relocate, along with a plan in reasonable detail depicting the relocated easement, and providing the specifications for the new location, which plans shall be deemed approved by BuckMill and BuckGen unless BuckMill and/or BuckGen notifies such fee owner, prior to the expiration of said 45 day period, that such plan and/or specifications do not comply with the requirements of this Section 2.5;

(iv) The fee owner seeking such relocation shall obtain any and all necessary consents and approvals, including amending any applicable permits, if necessary;

(v) Such relocation shall be undertaken in such a manner so as not to cause any interruption of reasonable access to the Switchyard Lot;

(vi) Such relocation work shall be performed in a good and workmanlike manner and in compliance with all applicable laws, rules, and regulations and once commenced must proceed diligently without any undue interruption until completion; and

(vii) Upon completion of such relocation, the fee owner seeking such relocation shall prepare, at its sole cost and expense, an amendment to this Agreement, reflecting such relocation, which amendment shall be subject to the reasonable approval of the other Parties, and upon such approval, the Parties shall execute the same and such fee owner shall cause, at its sole cost and expense, the same to be recorded in the Hancock County Registry of Deeds.

(b) Supplementing the provisions of clause (iv) of Section 3.5(a), if any necessary consent or approval imposes any restrictions or limitations that affect the use of the relocated Switchyard Road, or the access to Switchyard Lot over the Switchyard Road or over the balance of the Loop Road, then the terms and conditions of such consent or approval shall be subject to approval by the other Parties, which approval shall not unreasonably withhold, condition or delay.

(c) Supplementing the provisions of clause (ii) of Section 1.2(g), if at any time CMPCo's access to the Switchyard Lot is over the Alternate Access Road and BuckGen's and BuckMill's access to the Switchyard Lot is over the Switchyard Road, then the Lot 2 Owner shall have the right to require that BuckGen and BuckMill use the Alternate Access Road to the Switchyard Lot, so long as it provides reasonably comparable access to the Switchyard as the access then provided by the Switchyard Road used by BuckGen and BuckMill; provided, however, nothing contained in this Agreement shall require BuckGen or BuckMill to contribute to the initial construction cost of the Alternate Access Road or to the cost of any relocation of Alternate Access Road by the Lot 2 Owner for any reason whatsoever (including, without

limitation, at CMPCo's request). If (i) the Lot 2 Owner exercises its rights under this Section 2.5(c), (ii) CMPCo is not granted any rights over the Switchyard Road, or relinquishes any such rights, (iii) the Lot 2 Owner obtains any and all necessary consents and approvals, including amending any applicable permits, if necessary, and (iv) the other conditions set forth in clause (ii) of Section 1.2(g) have been satisfied, then BuckGen and BuckMill agree that their easement to access to the Switchyard Lot shall be over the Alternate Access Road and their easement to use the Switchyard Road shall be terminated. In such event, the Lot 2 Owner shall prepare, at its sole cost and expense, an amendment to this Agreement reflecting BuckGen's and BuckMill's easement over the Alternate Access Road and the termination of their easement over the Switchyard Road, which amendment shall be subject to the reasonable approval of the other Parties, and upon such approval, the Parties shall execute the same and the Lot 2 Owner shall cause, at its sole cost and expense, the same to be recorded in the Hancock County Registry of Deeds.

(d) BuckGen and BuckMill have notified Whole Oceans that they desire to relocate the portion of the Loop Road shown on the plan attached hereto as Exhibit C. By its execution of this Agreement, Whole Oceans hereby acknowledges such relocation does not negatively impact Whole Oceans in any material respect, and Whole Oceans hereby consents to such relocation, subject to the conditions set forth herein. If BuckMill or BuckGen, and/or their respective successors and assigns, exercise such relocation right, then BuckMill or BuckGen, whichever party is relocating such portion of the Loop Road, shall obtain any governmental permits and/or approvals required for the relocation, shall cause the relocated portion of the Loop Road to be constructed with crushed concrete of a size 2 or smaller for road base construction and, if such work is performed after Whole Oceans has acquired a portion of Lot 3, shall cause such work to be done in a manner that minimizes, to the extent commercially reasonable, the impact on Whole Ocean's use of the Loop Road during the construction period. Supplementing the foregoing, if any governmental permits or approvals (other than the approval of the amended subdivision approval) are required in connection with the relocation of the Loop Road, or if the amended subdivision approval imposes any restrictions or limitations that affect the use of the Loop Road, or the access to Lot 3 over the Loop Road, or the use of Lot 3, then the terms and conditions of such permits and approvals (or amended subdivision approval, limited as provided above) shall be subject to Whole Ocean's approval, which approval Whole Ocean's shall not unreasonably withhold, condition or delay.

Section 2.6 **Notices**. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered personally, (ii) one business day after being sent by nationally recognized overnight delivery service, return receipt requested, or (iii) three business days after being deposited in the United States mail, certified and with proper postage prepaid, return receipt requested, addressed as follows:

If to BuckMill:
c/o American Iron & Metal Company, Inc.
9100 Henri-Bourassa E.
Montreal, QC H1E 2S4
Canada
Attn: General Counsel

If to Whole Oceans:
Whole Oceans, LLC
P.O. Box 7561
2 Union Street
Portland Maine
04112 (P.O. Box)
04101 (street address)
Attn:

If to BuckGen:
Bucksport Generation LLC
2 River Road
Bucksport, ME 04416
Attention: Plant Manager & Legal Department

Any party may change the address to which notices or other communications are to be directed to it by giving notice of such change to the other parties in the manner provided in this Section and recording such notice of change of address in the Hancock County Registry of Deeds.

Section 2.7 **Amendments**. Any provision of this Indenture that affects the rights and/or obligations of all of the Parties can only be amended by a written instrument executed by all of the Parties. Any provision of this Declaration that affects the rights and/or obligations or less than all of the Parties may be amended by a written instrument executed by the Parties so affected. Any amendment signed by less than all of the Parties shall have no effect on, and shall be binding against, any Party that is not a signatory thereto. No amendment to this Indenture shall be effective until it is recorded in the Registry.

Section 2.8 **No Waiver**. The failure of any Party to insist upon strict performances of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

Section 2.9 **Partial Invalidity**. Invalidation of any of the provisions contained in this Indenture, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

Section 2.10 **No Partnership**. None of the terms or provisions of this Indenture shall be deemed to create a partnership between the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

Section 2.11 **Successors and Assigns.**

(a) The easement rights granted to BuckMill herein and the obligations imposed on BuckMill hereunder run to and burden BuckMill and its successors and assigns of its equipment and facilities in the Switchyard Lot and Duct Bank Area and are not dependent upon, or appurtenant to, the ownership of Lot 3, except as otherwise expressly set forth herein. The

Parties acknowledge that the access easement granted to BuckMill and its successors and assigns in Section 1.1(a) is an easement in gross and that the Lot 3 Owner, if an entity other than BuckMill, the Lot 2 Owner and/or the fee owner of Lot 1, shall not have the benefit of the access easement granted to BuckMill in Section 1.1(a) and shall not have the indemnification, payment, insurance or other obligations imposed on BuckMill hereunder.

(b) Except as otherwise set forth in subsection (a) of this Section 2.11, the rights and obligations hereunder touch and concern the land and constitute covenants running with the land. The terms and conditions of this Agreement will be binding upon and shall inure to the benefit of, the Parties hereto and their respective successor and assigns of any portion of Lot 1, Lot 2 and Lot 3 (each, a "**Successor**") to the same extent binding upon the original party to this Agreement from which such Successor obtained any rights to Lot 1, Lot 2 or Lot 3, as applicable and as if such Successor was an original Party to this Agreement. The foregoing notwithstanding, upon request of any Party, any Successor shall enter into a recordable joinder agreement in form and substance reasonably acceptable to the Parties other than the Successor, confirming its rights and obligations hereunder.

Section 2.12 **Applicable Laws.** Each original party hereto and each Successor hereby agrees that it shall exercise its rights and obligations under this Indenture in accordance with all applicable laws, rules, ordinances, court orders, governmental licenses, permits and approvals.

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YORK COUNTY

IN WITNESS WHEREOF, the undersigned have each caused this instrument to be signed and sealed by a duly authorized officer or agent as of the date set forth in the introductory paragraph hereof.

WITNESS:

WHOLE OCEANS:

WHOLE OCEANS, LLC, a Delaware limited liability company

By: Dale Reicks
Name: **Dale Reicks**
Its: Manager **Manager**

STATE OF Iowa
COUNTY OF Chickasaw, ss

On October 23, 2019, then personally appeared the above-named Dale Reicks, Manager of Whole Oceans, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Whole Oceans, LLC.

Before me,

Notary Public
Print: Justin Hankins

JUSTIN JAMES HANKINS NOTARIAL SEAL IOWA Commission Number 819479 My Comm. Expires August 13, 2022

EXECUTION COPY

IN WITNESS WHEREOF, the undersigned have each caused this instrument to be signed and sealed by a duly authorized officer or agent as of the date set forth in the introductory paragraph hereof.

WITNESS:

_____

BUCKMILL:

BUCKSPORT MILL LLC, a Delaware limited liability company

By: _____
Name: Ronald Black
Its: Vice-President

Province
STATE OF Quebec
COUNTY OF Montreal ss
City

On 10/29, 2019, then personally appeared the above-named Ronald Black, V-President of Bucksport Mill LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Bucksport Mill LLC.

Before me,
_____
Notary Public
Print: Rita Demirjian

COMMISSAIRE À L'ASSERMENTATION
COMMISSIONER OF OATHS
RITA
DEMIRJIAN
215 854
FOR QUEBEC AND OUTSIDE OF QUEBEC
POUR LE QUÉBEC ET POUR L'EXTÉRIEUR DU QUÉBEC

FINANCIAL COUNTY COPY

IN WITNESS WHEREOF, the undersigned have each caused this instrument to be signed and sealed by a duly authorized officer or agent as of the date set forth in the introductory paragraph hereof.

WITNESS:

_____

BUCKGEN:

BUCKSPORT GENERATION LLC, a Delaware limited liability company

By: _____

Name: Herbert Black

Its: Authorized Representative

Province

STATE OF Quebec

COUNTY OF Montreal ss

City

On 10/29, 2019, then personally appeared the above-named Herbert Black Auth. Representative of Bucksport Generation LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Bucksport Generation LLC.

Before me,

_____

Notary Public

Print: Rita Demirjian

COMMISSAIRE À L'ASSERMENTATION COMMISSIONER OF OATHS RITA DEMIRJIAN 215 854 OUTSIDE OF QUEBEC POUR L'EXTÉRIEUR DU QUÉBEC

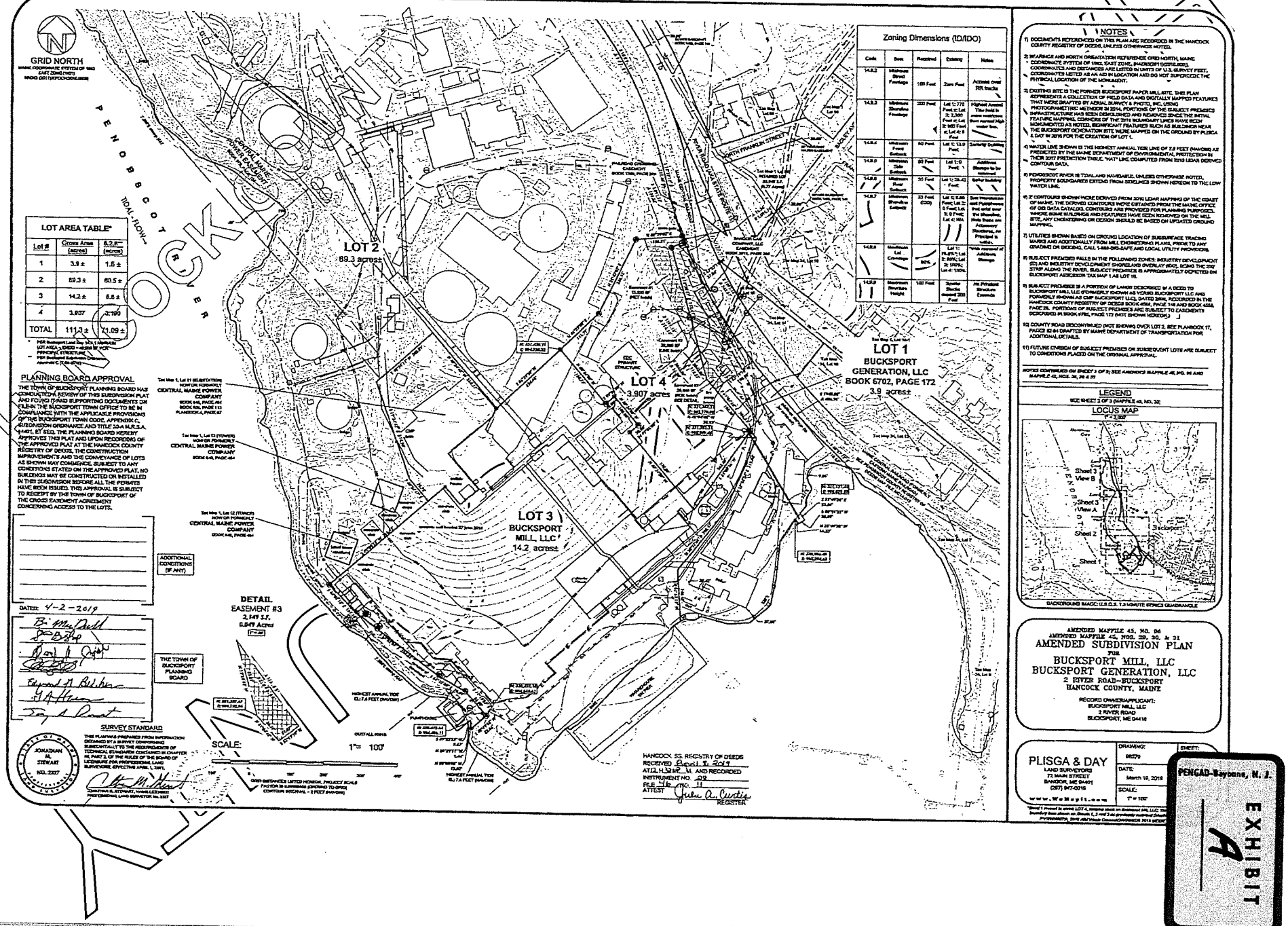
HANCOCK COUNTY

EXHIBIT A

SUBDIVISION PLAN

(The reduced copy of the Subdivision Plan is attached hereto for the convenience of the reader. Reference should be made to the full sized copy of the Easement Plan recorded in the Hancock County Registry of Deeds as Map File 46, No. 11)

HANCOCK COUNTY



LOT AREA TABLE*

Lot #	Gross Area (acres)	8.2 ft** (acres)
1	3.9 ±	1.5 ±
2	69.3 ±	60.5 ±
3	14.2 ±	6.6 ±
4	3.907	3.199
TOTAL	111.3 ±	71.09 ±

* Per Subdivision Land Use, Lot 1 Minimum LOT AREA = 40,000 SF FOR PRINCIPAL STRUCTURE. Per Subdivision Ordinance Appendix C (1-20-2012)

Zoning Dimensions (ID/IDO)

Code	Item	Required	Existing	Notes
14.6.2	Minimum Street Frontage	100 Feet	Zero Feet	Access over RR tracks
14.6.3	Minimum Shoreline Frontage	200 Feet	Lot 1: 775 Feet +/- Lot 2: 1,200 Feet +/- Lot 3: 980 Feet +/- Lot 4: 0 Feet	Highest Annual Tide held in some instances Pivot manned bridge under span
14.6.4	Minimum Front Setback	40 Feet	Lot 1: 13.0 Feet	Setback Guidance
14.6.5	Minimum Side Setback	20 Feet	Lot 1: 0 Feet;	Additional Shelter to be removed
14.6.6	Minimum Rear Setback	30 Feet	Lot 1: 28.42 Feet	Setback Guidance
14.6.7	Minimum Shoreline Setback	33 Feet (CEO)	Lot 1: 0.66 Feet; Lot 2: 0 Feet; Lot 3: 0 Feet; Lot 4: N/A	See Ordinance and Pertinent Pool within the Shoreline. Note Pools are Accessory Structures, or Principal is within.
14.6.8	Maximum Lot Coverage	80%	Lot 1: 75.81% Lot 2: 8.9% Lot 3: 0.00% Lot 4: 1.00%	Total Allowance of Addition Shown
14.6.9	Maximum Structure Height	100 Feet	Spooler Stacks exceed 200 Feet	Per Principal Structure Exemption

NOTES

1) DOCUMENTS REFERENCED ON THIS PLAN ARE RECORDED IN THE HANCOCK COUNTY REGISTRY OF DEEDS, UNLESS OTHERWISE NOTED.

2) BEARINGS AND NORTH ORIENTATION REFERENCE GRID NORTH, MAINE COORDINATE SYSTEM OF 1983, EAST ZONE, (NAD83(2011) (EPOCH:2010)). COORDINATES AND DISTANCES ARE LISTED IN UNITS OF U.S. SURVEY FEET. COORDINATES LISTED AS AN ASI IN LOCATION AND DO NOT SUPERCEDE THE PHYSICAL LOCATION OF THE MONUMENT.

3) EXISTING SITE IS THE FORMER BUCKSPORT PAPER MILL SITE. THIS PLAN REPRESENTS A COLLECTION OF FIELD DATA AND DIGITALLY MAPPED FEATURES THAT WERE DRAFTED BY ADKAL SURVEY & PHOTO, INC. USING PHOTOGRAMMETRIC METHODS IN 2014. PORTIONS OF THE SUBJECT PREMISES INFRASTRUCTURE HAS BEEN DEMOLISHED AND REMOVED SINCE THE INITIAL FEATURE MAPPING. CORNERS OF THE 2015 BOUNDARY LINES HAVE BEEN MONUMENTED AS NOTED, SIGNIFICANT FEATURES SUCH AS BUILDINGS NEAR THE BUCKSPORT GENERATION SITE WERE MAPPED ON THE GROUND BY PLISGA & DAY IN 2016 FOR THE CREATION OF LOT 1.

4) WATER LINE SHOWN IS THE HIGHEST ANNUAL TIDE LINE OF 7.2 FEET (NAVD88) AS PREDICTED BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION IN THEIR 2017 FRICTION TABLE. THAT LINE COMPUTED FROM 2012 LIDAR DERIVED CONTOUR DATA.

5) PENOBSCOT RIVER IS TIDAL AND NAVIGABLE, UNLESS OTHERWISE NOTED. PROPERTY BOUNDARIES EXTEND FROM SIDELINES SHOWN HEREON TO THE LOW WATER LINE.

6) 2' CONTOURS SHOWN WERE DERIVED FROM 2016 LIDAR MAPPING OF THE COAST OF MAINE. THE DERIVED CONTOURS WERE OBTAINED FROM THE MAINE OFFICE OF GIS DATA CATALOG. CONTOURS ARE PROVIDED FOR PLANNING PURPOSES. WHERE SOME BUILDINGS AND FEATURES HAVE BEEN REMOVED ON THE MILL SITE, ANY ENGINEERING OR DESIGN SHOULD BE BASED ON UPDATED GROUND SURVEY.

7) UTILITIES SHOWN BASED ON GROUND LOCATION OF SUBSURFACE TRACING MARKS AND ADDITIONALLY FROM MILL ENGINEERING PLANS. PRIOR TO ANY GRADING OR DIGGING, CALL 1-888-DIG-SAFE AND LOCAL UTILITY PROVIDERS.

8) SUBJECT PREMISES FALLS IN THE FOLLOWING ZONES: INDUSTRY DEVELOPMENT (ID) AND INDUSTRY DEVELOPMENT SHORELAND OVERLAY (IDO), SOME THE 250' STRIP ALONG THE RIVER. SUBJECT PREMISES IS APPROXIMATELY DEPICTED ON BUCKSPORT ASSESSOR TAX MAP 1 AS LOT 10.

9) SUBJECT PREMISES IS A PORTION OF LANDS DESCRIBED IN A DEED TO BUCKSPORT MILL LLC (FORMERLY KNOWN AS VERSO BUCKSPORT LLC AND FORMERLY KNOWN AS GWF BUCKSPORT LLC), DATED 2015, RECORDED IN THE HANCOCK COUNTY REGISTRY OF DEEDS BOOK 4564, PAGE 349 AND BOOK 4558, PAGE 26. PORTIONS OF SUBJECT PREMISES ARE SUBJECT TO EASEMENTS DESCRIBED IN BOOK 6765, PAGE 172 (NOT SHOWN HEREON).

10) COUNTY ROAD DISCONTINUED (NOT SHOWN) OVER LOT 2, SEE PLANBOOK 17, PAGE 82-84 DRAFTED BY MAINE DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL DETAILS.

11) FUTURE DIVISION OF SUBJECT PREMISES OR SUBSEQUENT LOTS ARE SUBJECT TO CONDITIONS PLACED ON THE ORIGINAL APPROVAL.

NOTES CONTINUED ON SHEET 1 OF 3; SEE AMENDED MAPPLE 45, NO. 96 AND MAPPLE 45, NOS. 29, 30 & 31

PLANNING BOARD APPROVAL

THE TOWN OF BUCKSPORT PLANNING BOARD HAS CONDUCTED A REVIEW OF THIS SUBDIVISION PLAT AND FOUND (1) AND SUPPORTING DOCUMENTS OR (2) IN THE BUCKSPORT TOWN OFFICE TO BE IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BUCKSPORT TOWN CODE, APPENDIX C, SUBDIVISION ORDINANCE AND TITLE 30-A M.R.S.A. §4401, ET SEQ. THE PLANNING BOARD HEREBY APPROVES THIS PLAT AND UPON RECORDING OF THE APPROVED PLAT AT THE HANCOCK COUNTY REGISTRY OF DEEDS, THE CONSTRUCTION IMPROVEMENTS AND THE CONVEYANCE OF LOTS AS SHOWN MAY COMMENCE, SUBJECT TO ANY CONDITIONS STATED ON THE APPROVED PLAT. NO BUILDINGS MAY BE CONSTRUCTED OR INSTALLED IN THIS SUBDIVISION BEFORE ALL THE PERMITS HAVE BEEN ISSUED. THIS APPROVAL IS SUBJECT TO RECEIPT BY THE TOWN OF BUCKSPORT OF THE CROSS EASEMENT AGREEMENT CONCERNING ACCESS TO THE LOTS.

ADDITIONAL CONDITIONS (IF ANY)

DATED: 4-2-2019

THE TOWN OF BUCKSPORT PLANNING BOARD

SURVEY STANDARD

THIS PLAN WAS PREPARED FROM INFORMATION OBTAINED BY A SURVEY CONFORMING SUBSTANTIALLY TO THE REQUIREMENTS OF TECHNICAL STANDARDS CONTAINED IN CHAPTER 90, PART 3, OF THE RULES OF THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, EFFECTIVE APRIL 1, 2001.

JONATHAN R. STEWART, MAINE LICENSED PROFESSIONAL LAND SURVEYOR, No. 2227

JONATHAN R. STEWART NO. 2227

HANCOCK, SS. REGISTRY OF DEEDS
RECEIVED April 5, 2019
AT 12:43 P.M. AND RECORDED
INSTRUMENT NO. 202
FILE 46 PG. 11
ATTEST Julie A. Curtis
REGISTER

LEGEND

SEE SHEET 2 OF 3 (MAPPLE 45, NO. 32)

LOCUS MAP

BACKGROUND IMAGE: U.S.G.S. 7.5 MINUTE SERIES QUADRANGLE

AMENDED MAPPLE 45, NO. 96
AMENDED MAPPLE 45, NOS. 29, 30 & 31
AMENDED SUBDIVISION PLAN
FOR
BUCKSPORT MILL, LLC
BUCKSPORT GENERATION, LLC
2 RIVER ROAD--BUCKSPORT
HANCOCK COUNTY, MAINE

RECORD OWNER/APPLICANT:
BUCKSPORT MILL, LLC
2 RIVER ROAD
BUCKSPORT, ME 04416

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, ME 04401
(207) 947-0215

DRAWING: 05079
SHEET:
DATE: March 19, 2018
SCALE: 1" = 100'

PENGAD-Bayonne, N. J.

EXHIBIT A

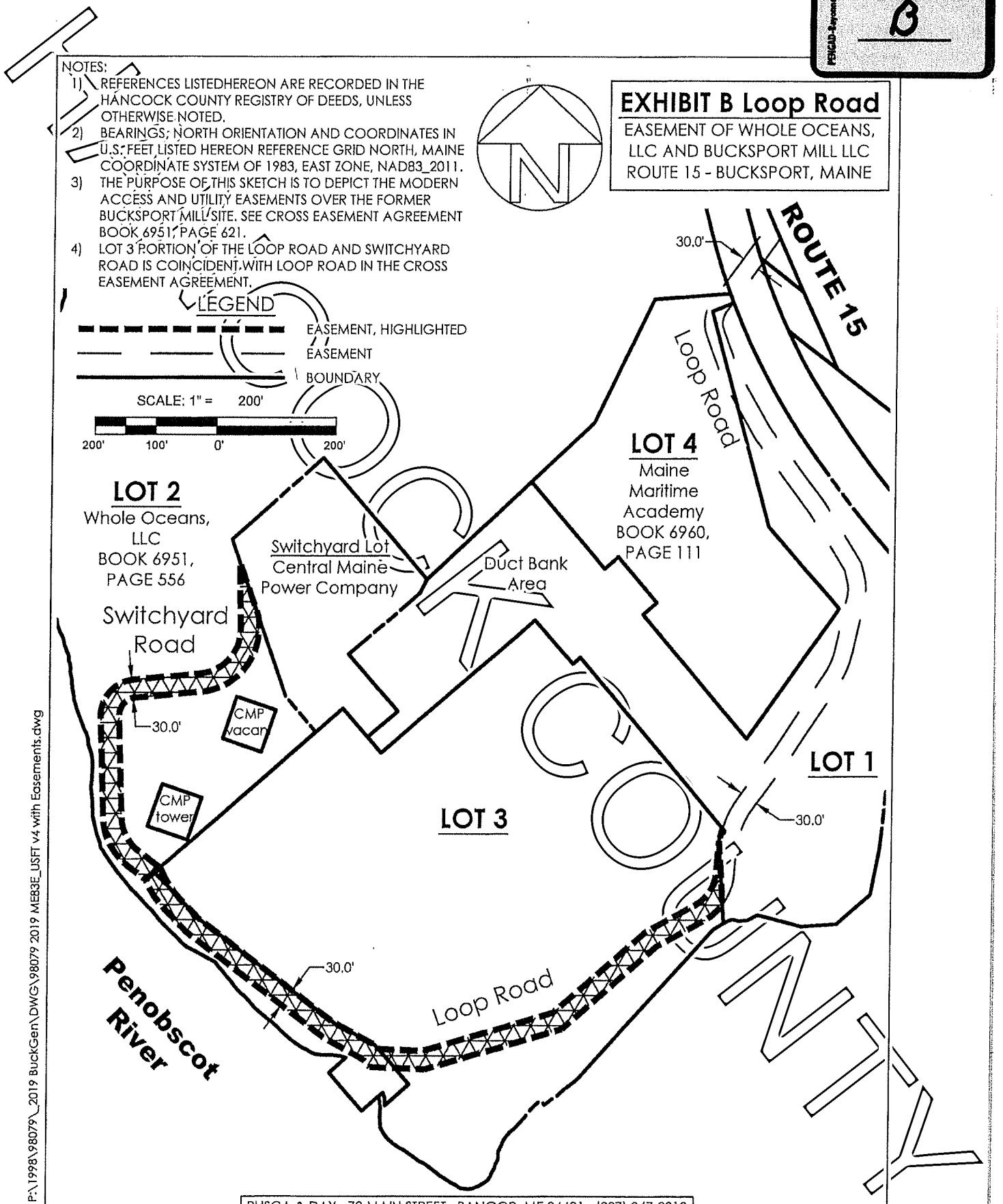
069

HANCOCK COUNTY

EXHIBIT B

LOOP ROAD PLAN

EXHIBIT B



P:\1998\98079_2019 BuckGen\DWG\98079 2019 ME83E_USFT v4 with Easements.dwg

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

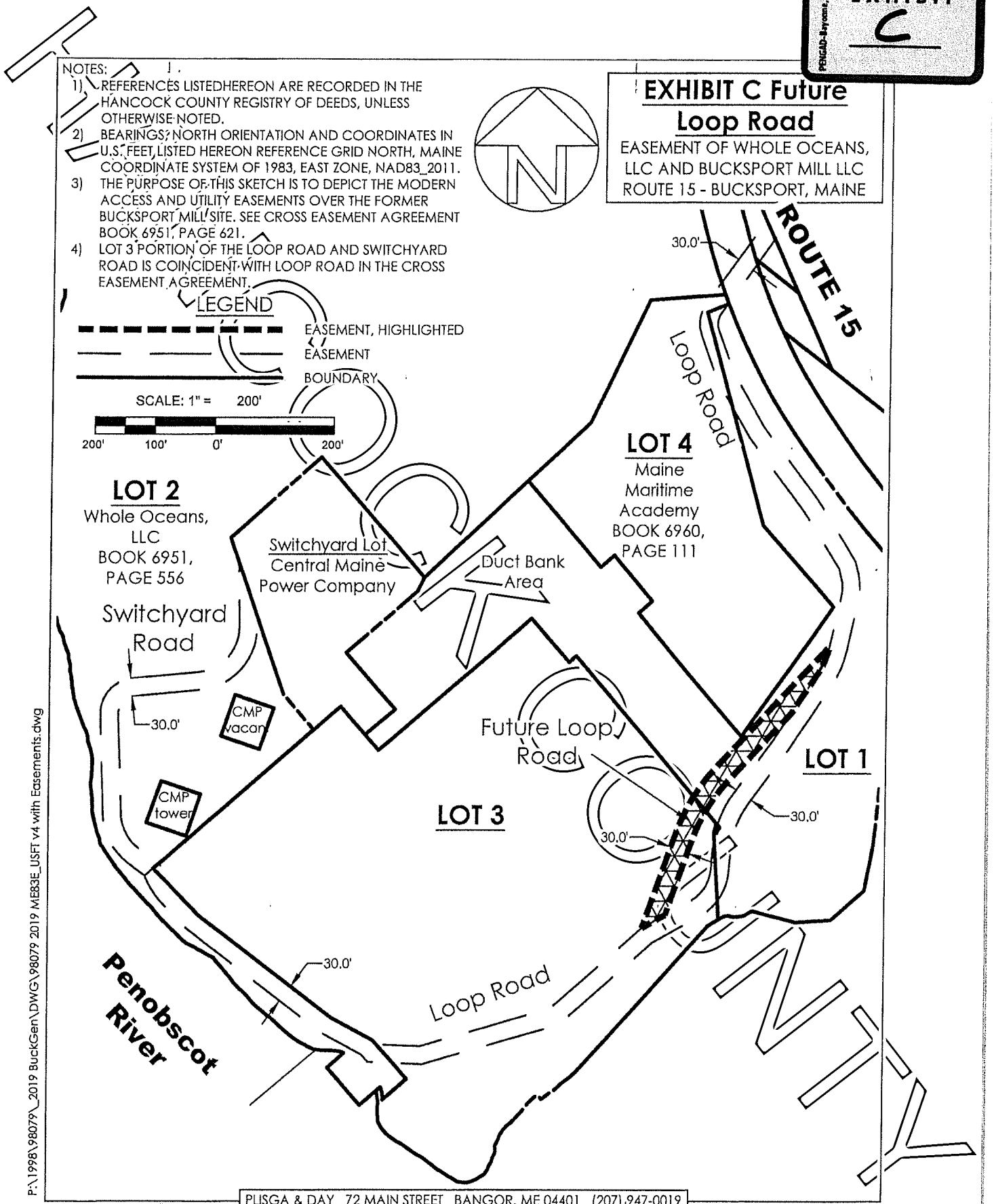
October 22, 2019 - Project No. 98079 (PLS#2327)

EXHIBIT C

PLAN OF LOOP ROAD RELOCATION

HANCOCK COUNTY

EXHIBIT C



PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207),947-0019
October 22, 2019 - Project No. 98079 (PLS#2327)

BK: OR 7275 PAGE:502 # OF PGS:2
06/29/2023 08:41:50 AM INSTR# 2023007359
JULIE A. CURTIS, REGISTER OF DEEDS
HANCOCK COUNTY MAINE
eRecorded Document

HANCOCK COUNTY

RELEASE OF EASEMENT OVER FRESH WATER SUPPLY SYSTEM

This Release of Easement Over Fresh Water Supply System ("***Release***"), dated June 28, 2023 (the "***Release Date***"), is made by **WHOLE OCEANS, LLC**, a Delaware limited liability company ("***Whole Oceans***"), to and in favor of **BUCKSPORT MILL LLC**, a Delaware limited liability company ("***BuckMill***").

WHEREAS, Whole Oceans is the holder of certain rights and easements over certain lands and rights in land of BuckMill in the Towns of Bucksport and Orland, Hancock County, Maine, broadly for the purpose of transmitting and delivering fresh water from and through Toddy Pond, Alamoosook Lake, and Silver Lake to the site of the former Bucksport Mill, more particularly described as Parcel 4 in that certain deed from BuckMill to Whole Oceans dated May 19, 2019, and recorded in the Hancock County Registry of Deeds on May 21, 2019 in Book OR 6951, Page 556, as Instrument No. 2019005787 (the "***Fresh Water Supply Easements***").

WHEREAS, Whole Oceans now desires to release the Fresh Water Supply Easements in accordance with the terms and conditions set forth on Exhibit C to the above referenced deed, including, without limitation, Section 11(a) thereof.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, effective as of the Release Date, Whole Oceans hereby releases to BuckMill all of Whole Oceans' right, title, and interest in and to the Fresh Water Supply Easements.

[Signature pages follow]

IN WITNESS WHEREOF, this Release has been executed by the undersigned effective as of the Release Date.

WHOLE OCEANS, LLC, a Delaware limited liability company

By: Dale Reicks
Dale Reicks, its Manager

STATE OF IOWA)
) ss
COUNTY OF CHICKASAW)

On March 27, 2023, personally appeared the above-named Dale Reicks, Manager of Whole Oceans, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Whole Oceans, LLC.

Before me,
Notary Public
Printed Name:
My Commission Expires:

RYAN MICHAEL LARKIN
Commission Number 816965
My Commission Expires
05-15-2025

HANCOCK COUNTY

Seal. By John L. Maccubbin Asst. Clerk.

Rec'd Dec. 13, 1935, at 9h. -m. A.M., and entered by,
George R. Hadlock, Reg'r.

THIS INDENTURE, made as of the thirtieth day of November, A. D. 1935, by and between BUCKSPORT WATER COMPANY, a corporation organized and existing under Chapter 52 of the Private and Special Laws of 1887 of the State of Maine as amended by Chapter 54 of the Private and Special Laws of 1891 and Chapter 45 of the Private and Special Laws of 1931 of the State of Maine, located at and having its principal place of business at Bucksport, in the County of Hancock and State of Maine, (hereinafter called the "Water Company"), party of the first part, and MAINE SEABOARD PAPER COMPANY, a corporation duly organized and existing under the laws of the State of Maine and having its office and principal place of business at Augusta, in the County of Kennebec and State of Maine (hereinafter called the "Paper Company"), party of the second part,

WITNESSETH:-

The Water Company in consideration of the conveyances and agreements hereinafter made by the Paper Company and of One Dollar ($1.00) paid by the Paper Company, the receipt whereof is hereby acknowledged, does hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said Paper Company, its successors and assigns forever, the following real estate and interests therein situated in the County of Hancock, in said State, viz:

(a) Two certain lots or parcels of land situated near the outlet of Silver Lake, in the Town of Bucksport, and being the two lots excepted from the description in a certain deed given by Gorham H. Wood, Receiver of Nicholson Fish Company, to Charles E. Pickering dated June 24, 1927 and recorded in Hancock Registry of Deeds in Book 614, Page 132, the first of said lots being described in said deed as follows: "A small parcel of land at the outlet of the pond called the 'Great Pond Dam Lot'" and the second of said lots being the lot described in said deed as "The lot of land belonging" with the power house of the Bucksport Water Company.

Meaning and intending hereby to convey and hereby conveying, whether the same is included in the foregoing description or not, all real estate and interests therein contained in and covered by the exception in a certain deed given by Charles E. and Eliza M. Pickering to Maine Seaboard Paper Company dated July 11, 1930, and recorded in said Registry in Book 629, Page 534, which exception in said deed reads as follows: "excepting the rights or property (if any) of the Bucksport Water Company".

(b) All flowage rights in the flowage area of said Silver Lake and Silver Lake Stream now owned by Bucksport Water Company and acquired by it by deed or otherwise, and also all other riparian rights owned by it whether acquired by deed or otherwise in and around said Silver Lake and said Silver Lake Stream, except the right of the Bucksport Water Company to discharge water into Silver Lake Stream from its filtering plant, and also hereby conveying all its right, title and interest in and to any and all land acquired by deed or otherwise which it now owns in the town of Bucksport within the flowage area of said Silver Lake below an elevation of 132 feet above mean sea level as established by the United States Geodetic Survey datum.

(c) The right to divert the water of said Silver Lake Stream, otherwise known as Mill Stream, from a certain parcel of land in said Bucksport conveyed to the Bucksport

the present equipment of the Water Company or similarly

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situated renewals, enlargements or replacements thereof, and, in case the same is required for the extinguishment of fire, such additional amounts of water then available in Silver Lake as may be required for such purpose.

(2) The perpetual right and easement to maintain in their present location the pipe lines of the Water Company leading from the dam of the Paper Company at the outlet of Silver Lake wherever the same crosses lands in Bucksport now or hereafter owned by the Paper Company, together with the right to enter on said lands for the purpose of inspecting, repairing, replacing and maintaining the same.

(3) The perpetual right and easement to maintain the Water Company's water intakes in the dam of the Paper Company, or any other dam constructed in place thereof, at the outlet of Silver Lake, and its screening equipment now located just below said dam, in their present locations, together with the right to enter the premises of the Paper Company for the purpose of inspecting, repairing, replacing and maintaining the same, provided, however that nothing herein contained shall prevent the Paper Company from making such changes in said dam or in the location of the Water Company's intakes or pipes therein, or in the location of the Water Company's pipes on lands of the Paper Company at the expense of the Paper Company so long as such changes shall not adversely affect the Water Company or its service.

(4) The Paper Company does hereby covenant with the Water Company that it will perpetually maintain in Silver Lake above the present elevation of the top of the intake pipe of the Water Company now in use in said Dam at least 750,000,000 gallons of water.

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(5) In case of any default or recurrence thereof by the Paper Company of the covenant contained in the foregoing section (4), the Water Company, for the purpose of maintaining and procuring the supply of water to which it is entitled hereunder, shall forthwith have both the following rights:

(A) To take possession of, maintain and operate all or any part of the following properties of the Paper Company, namely: its two dams, together with all flowage and riparian rights appurtenant thereto, located respective at the outlet of said Silver Lake and at the outlet of Alamoosook Lake in the Town of Orland, in said County; its pumping station at or near the outlet of Alamoosook Lake and one of the pumps therein located, and its pipe line from the outlet of Alamoosook Lake to Silver Lake, and to continue to maintain and operate the same until such time as the Paper Company shall reassume such operation, which it shall have the right to do at any time. If, at the time of such reassumption of operation, the waters of Silver Lake are not up to the level required by section (4) hereof, then the Paper Company, provided it uses reasonable efforts to restore such water level, shall not be deemed to be again in default until it shall have had a reasonable time to so restore the water level. The possession, maintenance and operation of said dam at the outlet of Alamoosook Lake by the Water Company shall be always subject to any then existing agreements between the Paper Company and abutting owners on Alamoosook Lake. It is understood that the Paper Company shall always have the right to use, dismantle, or remove all pumps in said station except one.

While the Water Company is in possession of any of the properties described in the foregoing paragraph, it shall pay all costs of operating and maintaining the same, including ordinary repairs and taxes thereon, excepting only that if replacements and/ or renewals are made by the Water Company during such period, the Paper Company shall reimburse the Water Company therefor at cost before it shall be entitled to reassume the operation of said properties.

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(B) To prevent the Paper Company from taking any water from said Silver Lake during such time as the Paper Company shall so continue to be in default and until the Paper Company reassumes the operation of the properties

the benefit of the successors and assigns of the Maine Seaboard Paper Company and of the Bucksport Water Company wherever the context permits.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging,

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to it the said Water Company, its successors and assigns, to be used by it, its successors and assigns, so long as it or they shall operate as a water utility.

And the said Paper Company does covenant with the said Water Company, its successors and assigns, that it will warrant and defend the rights and easements to the said Water Company, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF, the said Bucksport Water Company has caused this instrument to be sealed with its corporate seal and signed in its corporate name by W. S. Wyman, its President, and Everett H. Maxcy, its Secretary, thereunto duly authorized, and the said Maine Seaboard Paper Company has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Thomas Gorham, its Treasurer, and Everett H. Maxcy, its Secretary, thereunto duly authorized, all as of the 30th day of November, A. D. 1935.

Signed, Sealed and Delivered
in presence of

BUCKSPORT WATER COMPANY

Maude B. Plummer — By W S Wyman, President — Corporate Seal.

Maude B. Plummer — E H Maxcy, Secretary

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MAINE SEABOARD PAPER COMPANY

Nathaniel W. Wilson — By Thomas Gorham, Treasurer — Corporate Seal.

Nathaniel W. Wilson — E H Maxcy, Secretary

STATE OF MAINE,
Kennebec, ss. December 12, 1935.

Then personally appeared the above named W. S. Wyman and Everett H. Maxcy, President and Secretary, respectively, of said BUCKSPORT WATER COMPANY and acknowledged the foregoing instrument to be their free act and deed in their said capacity, and the free act and deed of said Bucksport Water Company.

Before me,
Nathaniel W. Wilson
Justice of the Peace.

STATE OF MAINE,
Kennebec, ss. December 12, 1935.

Then personally appeared the above named Thomas Gorham and Everett H. Maxcy, Treasurer and Secretary, respectively, of said MAINE SEABOARD PAPER COMPANY, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Maine Seaboard Paper Company.

Before me,
Nathaniel W. Wilson
Justice of the Peace.

Rec'd Dec. 13, 1935, at 9h. -m. A.M., and entered by,
George R. Hadlock, Reg'r.

LANCOCO

14365

THIS INDENTURE, made as of the 16th day of October, A.D. 1989, by and between the BUCKSPORT WATER COMPANY, a corporation organized and existing under Chapter 52 of the Private and Special Laws of 1887 of the State of Maine, as Amended by Chapter 54 of the Private and Special Laws of 1891 and Chapter 45 of the Private and Special Laws of 1931 of the State of Maine, and located at and having its office and principal place of business at Bucksport in the County of Hancock, State of Maine (hereinafter called the "COMPANY"), party of the first part, and CHAMPION INTERNATIONAL CORPORATION, a corporation organized and existing under the laws of the State of New York, and duly qualified to do business in the State of Maine, and having its office and principal place of business in the City of Stamford, County of Fairfield, State of Connecticut (hereinafter called "CHAMPION"), party of the second part;

W I T N E S S E T H:

WHEREAS, the COMPANY and CHAMPION (as successor in interest to the Maine Seaboard Paper Company, a Maine corporation) are parties to that certain Indenture dated November 30, 1935 recorded in Book 648 at Page 556 in the Registry of Deeds for the County of Hancock, State of Maine (hereinafter called the "Indenture");

HANCOCK COUNTY

WHEREAS, according to Section 4 of the Indenture, CHAMPION is required to perpetually "maintain in Silver Lake above the present elevation of the top of the intake pipe of the Water Company now in use in said dam at least 750,000,000 gallons of water."; and

WHEREAS, the intake pipe of the COMPANY has been relocated since the date of the Indenture and, therefore, the parties desire to modify this requirement.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COMPANY and CHAMPION hereby amend the Indenture by deleting Section 4 and substituting the following in its place and stead:

> (4) The Paper Company does hereby covenant with the Water Company that it will perpetually maintain the level of Silver Lake at or above an elevation of 120 feet above mean sea level as established by the United States Geodetic Survey Datum.

The COMPANY and CHAMPION acknowledge that each has complied with and, as of the date of this instrument, is in compliance with all of their respective covenants in the Indenture.

As modified herein, the COMPANY and CHAMPION hereby ratify and affirm the Indenture.

HANCOCK COUNTY

IN WITNESS WHEREOF, the COMPANY has caused this instrument to be sealed with its corporate seal and signed in its corporate name by David E. Johnson, its president and Eileen McSweeney, its secretary thereunto duly authorized, and CHAMPION has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Joe K. Donald, its executive vice president, and Robert E. Fogarty, its assistant secretary as of the 16th day of October, 1989.

Signed, sealed and delivered in the presence of:

BUCKSPORT WATER COMPANY

By: _____
President

By: _____
Secretary

Signed, sealed and delivered in the presence of:

CHAMPION INTERNATIONAL CORPORATION

By: _____
Executive Vice President

By: _____
Assistant Secretary

HANCOCK COUNTY

STATE OF MAINE §
§ ss:
COUNTY OF Hancock §

Date: October 2, 1989

Then personally appeared the above-named David E. Johnson, President of the Bucksport Water Company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

JUDITH A. SHUMAN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES APRIL 28, 1996

Before me, Judith A. Shuman
Notary Public

STATE OF CONNECTICUT §
§ ss:
COUNTY OF FAIRFIELD §

Date: October 16, 1989

Then personally appeared the above-named Eileen McSweeney, Secretary of the Bucksport Water Company, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said corporation.

Before me, Barbara E. Kreusser
Notary Public

BARBARA E. KREUSSER
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

STATE OF CONNECTICUT §
§ ss:
COUNTY OF FAIRFIELD §

Date: October 16, 1989

Then personally appeared the above-named Joe K. Donald, Executive Vice President of Champion International Corporation, and Robert E. Fogarty, Assistant Secretary of Champion International Corporation, and acknowledged the foregoing instrument to be their free act and deed in their said capacities and the free act and deed of said corporation.

Before me, Barbara E. Kreusser
Notary Public

BARBARA E. KREUSSER
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

THIS DOCUMENT WAS PREPARED BY:

Robert E. Fogarty, Attorney
Champion International Corporation
One Champion Plaza
Stamford, Connecticut 06921
(203) 358-7865

HANCOCK, SS. RECD NOV - 1 1989 AT 8 H 40 M AM

HANCOCK COUNTY

This document was Electronically Recorded by Pierce Atwood LLP with the Hancock County Registry of Deeds on May 21, 2019 in Book OR 6951, Page 525

CONFIRMATION OF TERMINATION OF AMENDED AND RESTATED GROUND LEASE

This Confirmation of Termination hereby confirms that the Ground Lease referenced in that certain Memorandum of Ground Lease, dated September 28, 2015, and recorded in the Hancock County Registry of Deeds on October 1, 2015 in Book 6464, Page 130, is terminated and is of no force and effect.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the 16th day of May, 2019.

[signature pages follow]

WITNESS:

Richard D. Pontes

LANDLORD:
Bucksport Mill LLC (f/k/a
Verso Bucksport LLC)

By: Jeff McGlin
Jeff McGlin, Authorized Signatory

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. May 20, 2019

Personally appeared the above-named Jeff McGlin, Authorized Signatory of BUCKSPORT MILL LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacities and the free act and deed of said BUCKSPORT MILL LLC.

Before me,

Bonnie L Martinolich

Name: BONNIE L. MARTINOLICH
Attorney at Law/~~Notary Public~~

WITNESS:

Richard D. Prentice

TENANT:
Bucksport Generation LLC (f/k/a
Verso Bucksport Power LLC)

By: Jeff McGlin
Jeff McGlin, Authorized Signatory

STATE OF MAINE
COUNTY OF Cumberland, ss. May 20, 2019

Personally appeared the above-named Jeff McGlin, Authorized Signatory of BUCKSPORT GENERATION LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacities and the free act and deed of said BUCKSPORT GENERATION LLC.

Before me,

Bonnie L Martinolich
Name: Bonnie L Martinolich
Attorney at Law/~~Notary Public~~

Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a CA corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY Gary L. Kermott PRESIDENT

ATTEST Mark A. Arnson SECRETARY



FIRST AMERICAN TITLE INSURANCE COMPANY

CHANGE ENDORSEMENT

Attached to and forming a part of Policy No. NCS-196622-BOS1 of FIRST AMERICAN TITLE INSURANCE COMPANY, insuring property located at Bucksport and Orland, Hancock County, Maine and issued to CMP Bucksport LLC, now known as Verso Bucksport LLC, a Delaware limited liability company.

The Policy is hereby amended as follows:

1. Schedule A is amended as set forth in the attached Schedule A Change Endorsement.
2. Schedule B is amended as set forth in the attached Schedule B Change Endorsement.
3. The Date of Policy set forth on Schedule A is changed to January 29, 2015 at 11:55 a.m. only as to matters of public record, together with a Non-imputation Full Equity Transfer endorsement, copy attached. The following matters retain the original Policy Date of September 14, 2006 at 1:39 p.m.:
    a. Restrictions, Encroachment & Minerals Endorsement (F.A. Form 31.1).
    b. Survey Endorsement (CLTA Form 116.1)
    c. Zoning Endorsement (CLTA Form 123.2/ALTA Form 3.1)
    d. Access Endorsement (CLTA Form 103.7)
    e. Separate Tax Lot Endorsement (F.A. Form 64)
    f. Contiguity Endorsement (CLTA Form 116.4)
    g. Owners Aggregation Endorsement (F.A. Form 49.1)
    h. Arbitration Endorsement (F.A. Form 45)
    i. Lack of Signatures Endorsement (F.A. Special)
    j. The Creditor's Rights Endorsement (ALTA Form 21).
    k. The affirmative coverages contained in the following Schedule B exceptions:
        i. Schedule B-1 Easements and Permits, Item 31.
        ii. Schedule B-4 Plans, Items 12.c., 12.d., 12.e., and 13.c.

Unless otherwise expressly stated herein, nothing herein contained shall be construed as (1) changing the effective date of said policy, or (2) insuring against loss or damage by reason of (a) liens for real estate taxes and municipal charges arising or becoming due and payable after the original effective date of said policy, or (b) matters which would be disclose by a survey or inspection of the premises after said date.

This Endorsement shall not be valid or binding until signed by an authorized signatory as designated below.

Signed this 29th day of January, 2015.
Countersigned at Portland, Maine
BIGELOW TITLE COMPANY LLC

By: _____
Authorized Signatory

FIRST AMERICAN TITLE INSURANCE POLICY
Change Endorsement to Policy No. NCS-196622-BOS1

Schedule A Change Endorsement
to
Policy No. NCS-196622-BOS1

1. Item 1 is amended to read: Name of Insured: Verso Bucksport LLC, a Delaware limited liability company

2. Item 4 is deleted.

3. Item 5 is amended to read: The land referred to in this policy is located in the Towns of Bucksport and Orland, County of Hancock, State of Maine and is described as set forth in Exhibit "A" attached to Policy No. NCS-196622-BOS1, excepting, however, the real property described in the following instruments recorded in the Hancock County Registry of Deeds:

    a. Release Deed from Verso Bucksport LLC to the Inhabitants of the Town of Bucksport dated January 19, 2011 and recorded in said Registry of Deeds in Book 5568, Page 333 conveying property on Silver Lake Road, Bucksport.

    b. Release Deed from Verso Bucksport LLC to the Inhabitants of the Town of Orland dated March 21, 2011 and recorded in said Registry of Deeds in Book 5621, Page 174 conveying property known as the Orland Dam, Orland.

    c. Temporary Construction Rights described in the Notice of Layout and Taking by the State of Maine Department of Transportation dated March 11, 2009 and recorded in said Registry of Deeds in Book 5174, Page 9.

    d. Release Deed from Verso Bucksport LLC to Verso Androscoggin LLC dated as of January 29, 2015 and recorded in said Registry of Deeds in Book 6345, Page 257 conveying property known as the Log Yard Tract, Bucksport.

    e. Release Deed from Verso Bucksport LLC to Bucksport Leasing LLC dated as of January 29, 2015 and recorded in said Registry of Deeds in Book 6345, Page 265 conveying property at 152-154 Main Street, Bucksport, Office Building and Storage Building.

Schedule B Change Endorsement
to
Policy No. NCS-196622-BOS1

1. The following exceptions are deleted from Schedule B-1 Easements and Permits: Items 18, 34 and 42.

2. Schedule B-1 Easements and Permits, Item 31 is amended by deleting the following words in the second sentence: "However, the final policies will include the following:".

3. The following exceptions are deleted from Schedule B-5 Energy Plant Site: Items 6, 7, 8, 11 and 12.

4. "ADDITIONAL EXCEPTIONS" following Schedule B-6, Items 1 and 2 are deleted.

5. Schedule B is amended to add new Heading "Schedule B-7" and the following exceptions are added to Schedule B-7:

    a. Rights and easements set forth in Deed from Verso Paper Company, LLC to Central Maine Power Company and New England Telephone & Telegraph Company dated November 30, 2007 and recorded in said Registry of Deeds in Book 4921, Page 293.

    b. Temporary Construction Rights described in the Notice of Layout and Taking by the State of Maine Department of Transportation dated March 11, 2009 and recorded in said Registry of Deeds in Book 5174, Page 9. [Route 175, Orland]

    c. Customer-Owned Line Contract by and between Central Maine Power Company and Verso Bucksport LLC dated November 21, 2008 and recorded in said Registry of Deeds in Book 5244, Page 87.

    d. Rights set forth in Termination of a Right of Way Agreement by and between Verso Bucksport LLC and Webber Tanks, Incorporated dated as of January 1, 2010 and recorded in said Registry of Deeds in Book 5402, Page 263, terminating the Right of Way Agreement dated July 15, 1999 and recorded in said Registry of Deeds in Book 2929, Page 261.

    e. Lease by and between Verso Bucksport LLC (Landlord) and Webber Tanks, Incorporated (Tenant) dated January 1, 2010; as evidenced by the Memorandum of Lease recorded in said Registry of Deeds in Book 5402, Page 265.

    f. Rights and easements set forth in Easement Deed from CMP Bucksport LLC to Central Maine Power Company and Northern New England Telephone Operations, LLC dated June 2, 2010 and recorded in said Registry of Deeds in Book 5445, Page 88. [Alamoosook Road, Orland]

    g. Department of Environmental Protection Department Order/Site Location of Development Act/Water Quality Certification for Verso Paper/Boiler Upgrade dated December 21, 2010 and recorded in said Registry of Deeds in Book 5553, Page 289; correcting an Order dated November 17, 2010.

h. Rights and easements set forth in deed from Verso Bucksport LLC to the Inhabitants of the Town of Bucksport dated January 19, 2011 and recorded in said Registry of Deeds in Book 5568, Page 333 conveying property on Silver Lake Road, Bucksport.

i. Department of Environmental Protection Department Order/Site Location of Development Act/Water Quality Certification for Verso Paper/Boiler Upgrade dated May 24, 2011and recorded in said Registry of Deeds in Book 5630, Page 200.

j. Easement Deed from Webber Tanks, Inc. to Central Maine Power Company and Northern New England Telephone Operations, LLC dated August 1, 2011 and recorded in said Registry of Deeds in Book 5678, Page 253.

k. Easement Deed from Webber Tanks, Inc. to Central Maine Power Company and Northern New England Telephone Operations, LLC dated October 11, 2011 and recorded in said Registry of Deeds in Book 5707, Page 286.

l. Indenture by and between Verso Bucksport LLC, f/k/a CMP Bucksport LLC and Central Maine Power Company dated as of January 30, 2012 and recorded in said Registry of Deeds in Book 5766, Page 151 regarding access over two locations on the Mill property.

m. Pier Facilities Lease, dated August 27, 2014 by and between Verso Paper Corporation, as lessor, and The State of Maine, Department of Administrative & Financial Services, Bureau of General Services, as lessee. [Note: Verso Paper Corporation is inaccurately referenced as the lessor. Lessor should be Verso Bucksport LLC.].

n. Fuel Storage and Sales Agreement, dated as of November 7, 2014, between VB and Dead River Company.

o. Lease dated June 28, 2013, between VB and Imerys Clays, Inc., leasing land near the Mill on which Imerys operates a fiber manufacturing plant. [Note: Imerys has the right to enter such property after termination of the lease, which entry rights will extend past the Closing, to close and dismantle the manufacturing plant.]

p. Filing of controlling interest transfer tax declaration and payment of transfer tax for transfer of membership interests by Verso Paper LLC.

q. Any assertion, claim, or challenge to the legality and/or enforceability of the purchase of the membership interest in Verso Bucksport LLC and Verso Bucksport Power LLC by AIM Development (USA) LLC.

r. All matters arising out of or relating to Civil Action No. 1:14-CV-00530-JAW, International Association of Machinists and Aerospace Workers, AFL-CIO, Local Lodge No. 1821, et. al., Plaintiffs v. Verso Paper Corp., et al., Defendants, United States District Court, District of Maine.

s. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

t. Any facts, rights, interests, or claims arising subsequent to September 14, 2006 at 1:39 p.m. which are not shown by the records but which would be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

u. Discrepancies, conflicts in boundary lines, shortages in areas, encroachments, or any other facts which a correct survey prepared subsequent to September 14, 2006 at 1:39 p.m., would disclose, and which are not shown by the public records.



First American Title Insurance Company
National Commercial Services
Owner's Policy
SCHEDULE A

File No. NCS-196622-BOS1

POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
NCS-196622-BOS1	September 14, 2006 at 1:39 p.m.	$101,501,790.00

1. Name of Insured: CMP Bucksport LLC, a Delaware Limited Liability Company

2. The estate of interest in the land described herein and which is covered by this policy is Fee Simple by virtue of a Corrective Quitclaim Deed With Covenant from International Paper Company to CMP Bucksport LLC, dated September 11, 2006 and recorded on September 14, 2006 in Book 4588, Page 26. NOTE: The above-referenced deed corrects the Quitclaim Deed With Covenant from SP Forests, LLLC to CMP Bucksport LLC, recorded on August 8, 2006 in Book 4558, Page 148, which was a conveyance from the wrong Grantor..

3. The estate or interest referred to herein is at Date of Policy vested in the insured.

4. The land herein described is encumbered by the following Mortgage or Trust Deed, and Assignment:

   The mortgages, herein referred, and the assignments thereof, if any are described as follows:

   First Lien Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing Statement from CMP Bucksport LLC to Credit Suisse, Caymans Island Branch, as administrative agent dated August 1, 2006 and recorded August 8, 2006 in Book 4559, Page 1;

   Second Lien Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing by and from CMP Androscoggin LLC, as Mortgagor, to Wilmington Trust Company, as collateral agent, as Mortgagee, recorded in Book 4560, Page 1.

5. The land referred to in this policy is located at Bucksport Mill in the City/Town of Bucksport & Orland, County of Hancock, State of Maine and is described as set forth in Exhibit "A" attached hereto and made part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY
National Commercial Services Division
101 Huntington Avenue, Suite 1300
Boston, Massachusetts 02199

SCHEDULE B

File No. NCS-196622-BOS1

OWNER'S POLICY NUMBER: NCS-196622-BOS1

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) which arise by reason of the following:

1. Any facts, rights, interests, or claims which are not shown by the records but which would be ascertained by an inspection of said land or by making inquiry of persons in possession thereof, but this exception does not apply to the Bucksport Mill site as shown on the Survey.

2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records, but this exception does not apply to the Bucksport Mill site as shown on the Survey.

3. Liens for real estate taxes, municipal charges, and assessments which become due and payable subsequent to the date of policy.

4. Title to and rights of the public and others entitled thereto in and to any portion of the insured premises located within the bounds of adjacent streets, roads and ways.

5. Rights of the public under the Colonial Ordinance of 1641-1647 as clarified by Me. Rev. Stat. Ann. tit.12, § 571 et seq. and under the Federal Navigational Servitude to that portion of the subject property which lies below the high water mark.

6. Rights of the public to access to, navigation upon and the use of any Great Ponds on the premises; and, rights of the State of Maine to the floor of any such Great Ponds or not currently flooded.

7. Claims that some portion of said land has been created by artificial means, or has accreted to such portion so created.

8. Claims that some portion of said land has been brought within the boundaries hereof by avulsive movement or has been formed by accretion to any such portion.

9. Riparian rights of others; the final policy will not insure the status of riparian rights of the owner of the insured premises.

10. Provisions of the Maine Tree Growth Tax Law, Me. Rev. Sta. Ann. tit.36 §§ 571 et seq. and penalties for withdrawal.

11. Provisions of the Maine Commercial Forestry Excise Tax Law, Me. Rev. Stat. Ann. tit. 36, §§ 2721 through 2727.

12. Notwithstanding any insuring provisions to the contrary, in the absence of evidence satisfactory to the company, the final policy will only insure access to a public way as to a) parcels that have frontage on a public way, b) parcels that are contiguous to other parcel(s) owned by the insured having frontage on a public way for so long as those parcels remain in the same ownership, and c) those properties depicted on "ALTA/ACSM Land Title Survey, Property of International Paper Company, State Route 15, Bucksport, Maine," prepared by Plisga & Day, Land Surveyors, dated

April 27, 2006, and on the Boundary Inspection Plan, Property of International Paper Company, State Route 15, Bucksport, Maine, prepared by Plisga & Day, Land Surveyors, dated May 10, 2006.

13. Easements, reservations, exceptions, rights, terms, conditions, restrictions, agreements, covenants, plans, and instruments contained in the following schedules are applicable to so much of the premises described in Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4 and the Schedules attached thereto:

a. Schedule B-1 EASEMENTS and PERMITS
b. Schedule B-2 ENVIRONMENTAL MATTERS
c. Schedule B-3 TAKINGS, COURT AND OTHER DOCUMENTS
d. Schedule B-4 PLANS
e. Schedule B-5 ENERGY PLANT
f. Schedule B-6 ORLAND

14. Intentionally Deleted

15. Intentionally Deleted

16. TO BE DELETED FROM FINAL POLICY OF TITLE INSURANCE UPON RECORDATION OF DISCHARGE OF LIENS
Mortgages, assignments, leases, easements, reservations, exceptions, rights, terms, conditions, restrictions, agreements, covenants, plans, and instruments contained in Schedule B-5 are applicable to so much of the premises described in Exhibit A-5 and the Schedule attached thereto.

Schedule B-1 Easements and Permits
Bucksport, Hancock County

1. Rights, terms and conditions contained in the agreement between St. Regis Paper Company and Central Maine Power Company, dated as of July 12, 1932, recorded in Book 640, Page 464.

2. Rights, terms and conditions contained in the agreement between St. Regis Paper Company and Central Maine Power Company, dated as of May 14, 1947, acknowledged August 5, 1947, recorded in Book 724, Page 44.

NOTE: Bucksport, Hancock County, Schedule B-1 item 2 may be deleted upon receipt by insurer of sufficient evidence of the termination of the same.

3. Easements, terms and conditions contained in the Indenture by and between Central Maine Power Company and St. Regis Paper Company, dated as of March 1, 1957, recorded April 6, 1957, recorded in Book 798, Page 126.

4. Easements, terms and conditions contained in the Indenture by and between Central Maine Power Company and St. Regis Paper Company, dated as of August 15, 1957, recorded October 17, 1957, recorded in Book 803, Page 546.

5. Easements, terms and conditions contained in the Indenture by and between Central Maine Power Company and St. Regis Paper Company, dated as of April 20, 1962, recorded May 10, 1962, recorded in Book 907, Page 466.

6. Easements, reservations, terms and conditions contained in the deed from Central Maine Power Company to St. Regis Paper Company, dated April 20, 1962, recorded in Book 907, Page 485.

7. Easements, reservations, terms and conditions contained in the deed from Central Maine Power Company to St. Regis Paper Company, dated March 15, 1965, recorded in Book 979, Page

129.

8. Rights, terms and conditions contained in the easement deed from St. Regis Paper Company to Central Maine Power Company, dated March 10, 1965, recorded in Book 979, Page 156.

9. Rights, terms and conditions contained in the easement deed from St. Regis Paper Company to Central Maine Power Company, dated September 13, 1966, recorded in Book 1021, Page 147.

10. Rights, terms and conditions contained in the easement deed from St. Regis Paper Company to Central Maine Power Company, dated September 13, 1966, recorded in Book 1021, Page 150.

11. Terms and conditions contained in a letter agreement by and between Central Maine Power Company and St. Regis Paper Company, dated October 25, 1972, recorded in Book 1162, Page 255.

12. Easements, reservations, terms and conditions contained in the deed from St. Regis Paper Company to Central Maine Power Company, dated October 9, 1974, recorded in Book 1201, Page 632.

13. Easements, reservations, covenants, terms and conditions contained in the deed from Central Maine Power Company to St. Regis Paper Company, dated October 11, 1974, recorded in Book 1201, Page 634.

14. Easement from St. Regis Paper Company to Central Maine Power Company and New England Telephone and Telegraph Company, dated March 8, 1976, recorded in Book 1257, Page 637.

NOTE: Bucksport, Hancock County, Schedule B-1 item 14 may be deleted upon receipt by insurer of sufficient evidence of termination of the same.

15. Easement from St. Regis Paper Company to Central Maine Power Company and New England Telephone and Telegraph Company, dated August 20, 1979, recorded in Book 1360, Page 127.

16. intentionally omitted

17. intentionally omitted

18. Terminal Agreement by and between Sprague Energy Corporation and International Paper Company, dated April 27, 2005.

19. [Intentionally omitted].

20. [Intentionally omitted].

21. [Intentionally omitted].

22. [Intentionally omitted].

23. [Intentionally omitted].

24. Easement from St. Regis Corporation to New England Telephone and Telegraph Company, dated July 27, 1984, recorded in Book 1509, Page 169.

25. Easement from Champion International Corporation to Central Maine Power Company and New England Telephone and Telegraph Company, dated December 2, 1991, recorded February 14, 1992, in Book 1911, Page 166.

26. Easement from Champion International Corporation to Central Maine Power Company and New England Telephone and Telegraph Company, dated December 2, 1991, recorded February 14, 1992, in Book 1911, Page 168.

27. [Intentionally omitted].

28. [Intentionally omitted].

29. [Intentionally omitted].

30. [Intentionally omitted].

31. Reversionary interests, restrictions, conditions and covenants contained in the easement deed from Webber Tanks, Inc., to St. Regis Paper Company, dated May 10, 1979, recorded in Book 1356, Page 222. NOTE: However, the final policies will include the following: "This policy insures against loss or damage sustained by reason of any incorrectness in the following assurance: That as of the date of policy the right of re-entry in favor of Webber Tanks, Inc. has not been triggered or exercised and the easement has not been terminated in accordance with its terms."

32. Pipeline easement and agreement by and between Champion International Corporation and Webber Tanks, Inc., dated December 17, 1999, recorded in Book 2914, Page 300; as affected by the Rights-of-Way Agreement by and between Champion International Corporation and Webber Tanks, Inc., dated July 15, 1999, a memorandum of which is recorded in Book 2929, Page 261, and the Project Storage and Pipeline Delivery Agreement, by and between Webber Tanks, Inc., and Bucksport Energy, LLC, dated July 15, 1999.

33. Easements, restrictions, conditions and covenants contained in the agreement by and between Champion International Corporation and Webber Tanks, Incorporated, a memorandum of which is dated as of July 15, 2000, recorded in Book 2929, Page 261.

34. Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by Bucksport Leasing Company, Mortgagor to ABN AMRO Bank, N.V., as agent bank and collateral agent, mortgagee, dated July 27, 1999, recorded in Book 2854, Page 378, as amended and restated by the First Amendment to Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by Bucksport Leasing Company, dated as of February 28, 2001, recorded in Book 3031, Page 50.

35. Lease to Maine Department of Environmental Protection (spill response barge), dated September 29, 2001.

36. Easement for maintenance of electric distribution lines and equipment for petroleum products pipelines reserved by deed of Central Maine Power Company to Longview Realty Co., dated November 16, 1961, recorded in Book 899, Page 90.

37. Railroad rights or privileges conveyed by deed of Reuben R. Simpson, dated November 14, 1923, recorded in Book 584, Page 215.

38. Rights and easements granted to New England Telephone and Telegraph Company in an instrument dated May 6, 1997, recorded in Book 2649, Page 494.

39. Rights and easements granted to Gold Star Cleaners, Inc., by deed of L. A. Gray Company Bucksport, dated January 8, 2001, recorded in Book 3022, Page 206.

40. Rights and easements reserved in the deed of Webber Tanks, Inc., to International Paper Company, dated June 22, 2001, recorded in Book 3108, Page 305.

41. Easements, reservations, conditions and covenants contained in the deed from Webber Tanks, Inc., to International Paper Company, dated June 22, 2001, recorded in Book 3108, Page 305.

42. Lease by and between by and between International Paper Company and Webber Tanks, Inc., dated July 1, 2001, a memorandum of which is recorded in Book 3115, Page 165.

43. Terms and conditions contained in the agreement by and between Bucksport Water Company and Maine Seaboard Paper Company, dated November 30, 1935, recorded in Book 648, Page 556, as amended by the agreement by and between Bucksport Water Company and Champion International Corporation, dated October 16, 1989, recorded in Book 1779, Page 89.

44. Utility pole and wire easement from St. Regis Paper Company to New England Telephone and Telegraph Company, dated February 14, 1966, recorded in Book 1004, Page 449.

45. Utility easement from St. Regis Paper Company to New England Telephone and Telegraph Company, dated May 7, 1976, recorded in Book 1259, Page 338.

46. Easement, restrictions, conditions and covenants contained in the deed from Maine Central Railroad Company to St. Regis Paper Company, dated January 15, 1980, recorded in Book 1369, Page 208.

47. Easement deed from St. Regis Paper Company to Dead River Company, dated March 16, 1984, recorded in Book 1493, Page 148.

48. Easement deed from Champion International Corporation to Seaboard Federal Credit Union, dated September 9, 1986, recorded in Book 1599, Page 528.

49. Easements, terms and conditions of the waterfront improvement easement and agreement by and between Champion International Corporation and the Town of Bucksport, dated December 20, 1999, recorded in Book 2889, Page 449.

50. Easements, terms and conditions contained in the easement deed and agreement for gas line by and between Champion International Corporation and Bangor Gas Company, LLC, dated May 24, 2000, acknowledged on May 22, 2000, recorded in Book 2919, Page 354.

51. Easements, terms and conditions contained in the easement deed and agreement for meter site by and between Champion International Corporation and Bangor Gas Company, LLC, dated May 24, 2000, acknowledged May 22, 2000, recorded in Book 2919, Page 365.

52. Easements, terms and conditions contained in the easement deed and agreement by and between Champion International Corporation and Bangor Gas Company, LLC, dated May 24, 2000, recorded in Book 2919, Page 377.

53. Terms and conditions contained in the permit to use sand and gravel from International Paper Company to Gary M. Pomeroy Logging, Inc., and David Woodhead, dated November 2, 2001, recorded in Book 3195, Page 33.

54. Terms and conditions contained in the permit to use sand, clay and gravel from International Paper Company to Gary M. Pomeroy Logging, Inc., and David Woodhead, dated July 22, 2003, recorded in Book 3690, Page 46.

Schedule B-2 Environmental Matters
Bucksport, Hancock County

1. Department of the Army Permit from U.S. Army Engineer Division, New England, Corps of Engineers to St. Regis Paper Company, dated July 31, 1973, recorded in Book 1205, Page 206.

2. Department of the Army Permit to St. Regis Paper Company, dated November 18, 1974, recorded in Book 1205, Page 212.

3. Department of the Army Permit to St. Regis Paper Company, dated July 16, 1975, recorded in Book 1229, Page 198.

4. Department of the Army Permit to St. Regis Paper Company, dated July 9, 1975, recorded in Book 1229, Page 205.

5. Department of Environmental Protection Order Condition Removal Site Location, dated May 12, 1976, recorded in Book 1258, Page 695.

6. Department of Environmental Protection Order Condition Removal Site Location, dated June 9, 1976, recorded in Book 1262, Page 118.

7. Department of Environmental Protection, Site Location of Development Amendment Findings of Fact and Order, dated September 8, 1995, recorded in Book 2438, Page 012.

8. Department of Environmental Protection Site Location of Development Condition Compliance and Modification of Findings of Fact and Order, dated August 30, 1996, recorded in Book 2586, Page 037.

9. Department of Environmental Protection Site Location of Development Amendment of Findings of Fact and Order, dated March 21, 1997, recorded in Book 2644, Page 418.

10. Department of Environmental Protection Site Location of Development Findings of Fact and Order, dated August 7, 1998, recorded in Book 2761, Page 216.

11. Department of Environmental Protection Site Location of Development Modification Findings of Fact and Order, dated July 22, 1999, recorded in Book 2858, Page 209.

12. Department of Environmental Protection Condition Compliance #L-7713-20-U-C, Special Condition #3, dated July 21, 1999, recorded in Book 2858, Page 214.

13. Department of Environmental Protection Condition Compliance, dated June 20, 2000, recorded in Book 2932, Page 312.

14. Department of Environmental Protection Site Location of Development, Findings of Fact and Order, dated August 7, 1998, recorded in Book 2945, Page 166.

15. Department of Environmental Protection Site Location of Development Renewal Findings of Fact and Order, dated January 27, 1999, recorded in Book 2809, Page 523.

16. Department of Environmental Protection Site Location of Development Modification Findings of Fact and Order, dated August 5, 2004, recorded in Book 3398, Page 188.

17. Department of Environmental Protection Site Location of Development Minor Revision/Modification Findings of Fact and Order, dated July 12, 2005, recorded in Book 4253, Page 267.

NOTE: Exclusion from coverage under 1(a) of the Standard ALTA policy form is in no way limited or affected.

Schedule B-3 Takings and OTHER DOCUMENTS
Bucksport, Hancock County

STATE OF MAINE TAKINGS

1. Easements contained in the deed from St. Regis Paper Company to State of Maine, dated December 12, 1972, recorded in Book 1159, Page 489.

2. Easements contained in the deed from Champion International Corporation to State of Maine, dated February 14, 1995, recorded in Book 2382, Page 240.

3. Easement from Champion International Corporation to State of Maine, Department of Transportation, dated May 28, 1999, recorded in Book 2850, Page 217.

OTHER DOCUMENTS

1. [Intentionally omitted]

Schedule B-4 PLANS
Bucksport, Hancock County

Encroachments, easements, reservations, rights of way, terms and conditions appearing on the following plans:

1. Plan entitled Bucksport Steam Plant, Central Maine Power Company, Nepsco Services, Inc., dated December 29, 1939, recorded in Plan File 4, Page 67.

2. Plan entitled Plan Showing Lot Leased to Eastern Corporation by St. Regis Paper Company for Oil Storage Tank in Bucksport, Maine, dated August 1948, recorded in Plan Book 6, Page 31.

3. Plan entitled Survey for Relocating C.M.P. supply to town of Bucksport (Sec. K-10), dated December 20, 1956, recorded in Plan Book 7, Page 118.

4. Plan entitled Approx. Loc.-Eastern Corp. Fuel Oil Lines-St. Regis Paper Co.-Bucksport, dated July 22, 1948, recorded in Plan Book 6, Page 33.

5. Plan entitled Relocated Oil Trench and Underground Piping at the Southwest Corner of the Coater-Supercalender Building, dated April 11, 1963, recorded in Plan Book 9, Page 61.

6. Plan entitled Land Title Survey, Portion of Property of Champion International Corporation, State Route 15-Bucksport, Maine for Multinational Electricity and Gas Corporation, dated April 7, 1999, revised July 13, 1999, recorded in File 29, No. 83.

7. Plan entitled Easement Plan, Portion of Property of Champion International Corporation, State Route 15-Bucksport, Maine, for Multinational Electricity and Gas Corporation, dated May 3, 1999, revised July 13, 1999, recorded in File 29, No. 84.

8. Plan entitled Bucksport Downtown Revitalization Plan, Propose Site Plan, West Shorefront Trail, dated August 23, 1999, recorded in File 29, No. 102. (sheet 6 of 16)

9. Plan entitled Propose Site Plan, West Shorefront Trail, dated August 23, 1999, recorded in File 29, No. 103. (sheet 7 of 16)

10. Plan entitled Propose Site Plan, West Shorefront Trail, dated August 23, 1999, recorded in File 29, No. 104. (sheet 8 of 16)

11. Plan entitled Propose Site Plan, West Shorefront Trail, dated August 23, 1999, recorded in File 29, No. 105. (sheet 9 of 16)

12. Such state of facts as shown on "ALTA/ACSM Land Title Survey, Property of International Paper Company, State Route 15, Bucksport, Maine," prepared by Plisga & Day, Land Surveyors, dated April 27, 2006, showing survey matters other than those matters reflected in the records of the Registry of Deeds, as follows:

a. Apparent overhead and underground utility easements and drainage courses depicted thereon.

b. Apparent encroachment of a portion of a stone wall upon property of Maine Central Railroad Company.

c. Apparent encroachment of buildings and easements onto Steelworks Street, a/k/a Tannery

Road. NOTE: However, the final policies will include the following: "This policy insures against loss or damage resulting from any assertion or claim that Steelworks Street, a/k/a Tannery Road, is a public way."

d. Building encroachment onto land of Central Maine Power Company. NOTE: However, the final policies will include the following: "This policy insures against loss or damage resulting from the forced or attempted enforced removal of said building encroachment onto land of Central Maine Power Company as shown on said plan."

e. Rights of others, if any, in and to the "Proprietors Rangeway" depicted thereon. NOTE: However, the final policies will include the following: "This policy insures against loss or damage resulting from any assertion or claim of title to land within the 'Proprietors Rangeway'".

f. Apparent easement in favor of A. Johnson Energy Marketing, Inc. described in deed recorded at Book 1674, Page 251, as depicted thereon.

13. Such state of facts as shown on Boundary Inspection Plan, Property of International Paper Company, State Route 15, Bucksport, Maine, prepared by Plisga & Day, Land Surveyors, dated May 10, 2006, showing survey matters other than those matters reflected in the records of the Registry of Deeds, as follows:

a. Apparent overhead and underground utility easements and drainage courses depicted thereon

b. Apparent encroachment onto the northerly portion of the insured premises by a driveway and outbuilding southerly of property now or formerly of Shirley E. Manookian.

c. Rights of others, if any, in and to the "Proprietors Rangeway" depicted thereon. NOTE: However, the final policies will include the following: "This policy insures against loss or damage resulting from any assertion or claim of title to land within the 'Proprietors Rangeway'".

d. Apparent encroachment of a paved driveway running from Silver Lake Road over land of others and the insured premises to land of Chipman.

e. Apparent encroachment onto the insured premises by a garage located on Lot 53 on Bagley Avenue.

f. Easements in favor of Central Maine Power Company recorded at Book 1022, Page 182 and at Book 1019, Page 89 as depicted thereon.

Schedule B-5 Energy Plant site
Bucksport, Hancock County (Energy Plant site)

1. Reservations and rights of others in and to the appurtenant rights as set forth in deed of Eastern Maine Railway Company to Maine Seaboard Paper Company, dated November 26, 1929, recorded in Book 628, Page 122.

2. United States Department of Army Permit, dated July 16, 19775, recorded in Book 1229, Page 205.

3. Easement, restrictions, conditions and covenants contained in the deed from Maine Central Railroad Company to St. Regis Paper Company, dated January 15, 1980, recorded in Book 1369, Page 208.

4. Easements, reservations, restrictions, conditions and covenants contained in the amended and restated ground lease and sublease, dated as of July 27, 1999, a memorandum of which is recorded in Book 2854, Page 93, as amended by instrument dated as of February 28, 2001, recorded in Book 3031, Page 75, creating the estate to be insured herein, and the agreements between the parties referenced therein.

5. The following matters disclosed on the survey entitled Land Title Survey Portion of Property of Champion International Corporation, State Route 15, Bucksport, Maine for Multinational electricity and Gas Corporation, prepared by Plisga & Day Land Surveyors, dated April 7, 1999, revised July 13, 1999, recorded in Plan Book 29, Pages 83 and 84

a. Storm drain leading to Penobscot River;

b. Railroad tracks, pipe bridge and barge land easement.

6. Terms and provision of the co-owner's agreement by and between Champion International Corporation and Bucksport Energy, LLC, dated as of July 27, 1999, recorded in Book 2854, Page 141.

7. Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by Bucksport Energy LLC, mortgagor to ABN AMRO Bank, N.V., as agent bank and collateral agent, mortgagee, dated as of July 27, 1999, recorded in Book 2854, Page 192.

8. Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by Champion International Corporation, mortgagor to ABN AMRO Bank, N.V., as agent bank and collateral agent, mortgagee, dated July 27, 1999, recorded in Book 2854, Page 283, as amended and restated by the First Amendment to Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, by International Paper Corporation, mortgagor, to ABN AMRO Bank N.V., as agent bank and collateral agent, mortgagee, dated as of February 28, 2001, recorded in Book 3031, Page 26.

9. Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by Bucksport Leasing Company, Mortgagor to ABN AMRO Bank, N.V., as agent bank and collateral agent, mortgagee, dated July 27, 1999, recorded in Book 2854, Page 378, as amended and restated by the First Amendment to Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by Bucksport Leasing Company, dated as of February 28, 2001, recorded in Book 3031, Page 50.

10. UCC-1 Financing Statement listing Champion International Corporation as debtor and ABN AMRO Bank N.V., as collateral agent, recorded in Book 2854, Page 508; as amended by UCC-3 Amendment, naming International Paper as debtor, recorded on March 27, 2001, in Book 3042, Page 269; as continued by UCC Financing Statement Amendment, recorded on May 13, 2004, in Book 3914, Page 268.

11. Subordinated Mortgage, Security Agreement and Financing Statement, by Bucksport Energy LLC, mortgagor to Champion International Corporation, mortgagee, dated as of December 15, 1998, recorded in Book 2859, Page 92, as amended and restated by the Amended and Restated Subordinated Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, by Bucksport Energy LLC, mortgagor, to International Paper Company, mortgagee, dated as of July 27, 1999, recorded in 3152, Page 117.

12. Subordinated Mortgage, Security Agreement and Financing Statement, by Champion International Corporation, mortgagor to Bucksport Energy LLC, mortgagee, dated as of December 15, 1998, recorded in Book 2859, Page 138.

13. Department of Environmental Protection Site Location of Development Modification Findings of Fact and Order, dated July 22, 1999, recorded in Book 2858, Page 209.

14. Department of Environmental Protection Condition Compliance #L-7713-20-U-C, Special Condition #3, dated July 21, 1999, recorded in Book 2858, Page 214.

15. Pipeline easement and agreement by and between Champion International Corporation and Webber Tanks, Inc., dated December 17, 1999, recorded in Book 2914, Page 300; as affected by the Rights-of-Way Agreement by and between Champion International Corporation and Webber

Tanks, Inc., dated July 15, 1999, a memorandum of which is recorded in Book 2929, Page 261, and the Project Storage and Pipeline Delivery Agreement, by and between Webber Tanks, Inc., and Bucksport Energy, LLC, dated July 15, 1999.

16. Department of Environmental Protection Site Location of Development, Findings of Fact and Order, dated August 7, 1998, recorded in Book 2945, Page 166.

17. [Intentionally omitted].

Schedule B-6 Orland
Orland, Hancock County

1. Easements, terms and conditions contained in the deed from Bucksport Water Company to Maine Seaboard Paper Company, recorded in Book 648, Page 556

2. Easements, terms and conditions to install, maintain, repair and replace a one (1) inch diameter water pipe, contained in the Waterline Easement from Champion International Corporation to John M. MacBrayne III and Bonita E. MacBrayne, dated December 17, 1986, recorded in Book 1619, Page 522.

3. Easements contained in the Notice of Layout and Taking, State of Maine Department of Transportation, dated May 21, 2003, recorded in Book 3631, Page 341.

ADDITIONAL EXCEPTIONS

1. First Lien Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing by and from CMP Androscoggin LLC, as Mortgagor, to Credit Suisse, Cayman Islands Branch, as administrative agent, as Mortgagee, recorded in Book 3984, Page 119.

2. Second Lien Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing by and from CMP Androscoggin LLC, as Mortgagor, to Wilmington Trust Company, as collateral agent, as Mortgagee, recorded in Book 3984, Page 197.

Note: Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Exhibit "A "

Real property in the County of Hancock , State of Maine, described as follows:

Certain lots or parcels of land more particularly bounded and described in the following Exhibits and the Schedules attached thereto:

1. Exhibit A-1, Bucksport and Orland, Hancock County (Time, Incorporated deed, dated December 17, 1946, recorded in Book 711, Page 434);
2. Exhibit A-2, Bucksport and Orland, Hancock County (other deeds);
3. Exhibit A-3, Bucksport and Orland, Conveyances from Central Maine Power;
4. Exhibit A-4, Orland, Hancock County (Orland);
5. Exhibit A-5, Energy Plant Site

Exhibit A-1
Bucksport and Orland, Hancock County (Time, Incorporated deed, dated December 17, 1946, recorded in Book 711, Page 434)

So much of the property located in Bucksport and Orland, Hancock County, Maine, being parcels 1 through 40, inclusive, described in the deed from Time, Incorporated to St. Regis Paper Company, dated December 17, 1946, recorded in Book 711, Page 434 (the "Time deed"), more particularly bounded and described in Schedule A-1, attached hereto and hereby made a part hereof.

EXCEPTING from said Time deed so much of the premises conveyed by St. Regis Paper Company in the following deeds to:

1. Augustus P. Gregory, dated October 18, 1954, recorded in Book 766, Page 270, the description therein being attached hereto as Schedule A-2.

2. Inhabitants of the Town of Bucksport, dated August 16, 1955, in Book 769, Page 491, the description therein being attached hereto as Schedule A-3.

3. Laurence E. Alley and Cora E. Alley, dated December 31, 1956, recorded in Book 947, Page 26, being a portion of parcel 2 in said Time deed the description being attached hereto as Schedule A-7.

4. State of Maine, dated December 12, 1972, recorded in Book 1159, Page 489, the description therein being attached hereto as Schedule A-55.

5. Central Maine Power Company, dated October 9, 1974, recorded in Book 1201, Page 632, the description therein being attached hereto as Schedule A-45 CMP.

6. Town of Bucksport, dated October 10, 1975, recorded in Book 1241, Page 277, the description therein being attached hereto as Schedule A-8.

7. Philip C. Seeking and Dorothy H. Seekins, dated March 19, 1976, recorded in Book 1254, Page 475, being a portion of parcel 2 in said Time deed the description being attached hereto as Schedule A-9.

8. The following lots: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 12-A, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 47, 48, 49, 50, 51, 52, 53, 55, 57, 58, 59, 62, 63, 64, depicted on the plan entitled HOUSING DEVELOPMENT OF ST. REGIS PAPER COMPANY, BUCKSPORT, MAINE, dated July 26, 1955, and recorded in Plan Book 7, Page 88, being conveyed by the following deeds:

a. Clarence E. Skillings and Carol N. Skillings, dated October 19, 1955, recorded in Book 769, Page 566, being Lot 29.

b. Bernard A. Bishop and Jennie M. Bishop, dated October 4, 1955, recorded in Book 769, Page 598, being Lot 31.

c. Joseph F. Dore and Margaret J. Dore, dated September 6, 1955, recorded in Book 772, Page 341, being Lot 34.

d. Leicester W. O'Connor and Mildred B. O'Connor, dated September 9, 1955, recorded in Book 772, Page 418, being Lot 4.

e. Marion J. Baker, dated September 2, 1955, recorded in Book 772, Page 517, being Lot 32.

f. Stephen A. Barry and Marvia P. Barry, dated September 16, 1955, recorded in Book 772, Page 542, being Lot 35.

g. Richard W. Estabrook and Elizabeth P. Estabrook, dated September 16, 1955, recorded in Book 772, Page 560, being Lot 50.

h. Alfred A. Swenson and Helena P. Swenson, dated September 16, 1955, recorded in Book 772, Page 568, being Lot 51.

i. Nelson Bourgon and Astrid V. Bourgon, dated September 26, 1955, recorded in Book 772, Page 576, being Lot 13.

j. Levite J. Chasse and Georgia G. Chasse, dated September 30, 1955, recorded in Book 772, Page 584, being Lot 15.

k. Mercerco W. Tymoczko and Yvonne M. Tymoczko, dated September 22, 1955, recorded in Book 772, Page 592, being Lot 10.

l. John D. Lawrence and Mary E. Lawrence, dated September 22, 1955, recorded in Book 774, Page 386, being Lot 52.

m. Arthur R. Grunwald and Annie P. Grunwald, dated September 26, 1955, recorded in Book 774, Page 449, being Lot 49.

n. Stanley P. Fairweather and Marguerite D. Fairweather, dated September 26, 1955, recorded in Book 774, Page 460, being Lot 36.

o. Preston E. Robinson and Algie K. Robinson, dated September 19, 1955, recorded in Book 774, Page 476, being Lots 58 and 63.

p. Charles H. Tracy and Marian D. Tracy, dated September 26, 1955, recorded in Book 774, Page 544, being Lot 20.

q. Norman L. Danforth and Sadie S. Danforth, dated October 21, 1955, recorded in Book 774, Page 571, being Lot 24.

r. Paul P. Bires and Grace O. Bires, dated September 22, 1955, recorded in Book 777, Page 82, being Lot 3.

s. Frederick N. Sprague and Alena W. Sprague, dated September 22, 1955, recorded in Book 777, Page 130, being Lot 9.

t. George E. Bemis and Frances D. Bemis, dated October 21, 1955, recorded in Book 777, Page 244, being Lot 16.

u. William B. Hall and Gertrude W. Hall, dated September 19, 1955, recorded in Book 777, Page 303, being Lot 6.

v. Edward R. Taylor and Myrtle G. Taylor, dated October 28, 1955, recorded in Book 777, Page 312, being Lot 26.

w. Eldon L. Robinson and Villeroy E. Robinson, dated October 21, 1955, recorded in Book 777, Page 314, being Lot 21.

x. Matthew A. Rosebush, dated December 5, 1955, recorded in Book 777, Page 455, being Lot 27.

y. James O. Bedell and Madeline K. Bedell, dated September 16, 1955, recorded in Book 778, Page 105, being Lot 11.

z. Adam Simpson and Lela M. Simpson, dated September 26, 1955, recorded in Book 778, Page 114, being Lot 28.

aa. Wendell M. Oak and Antoinette P. Oak, dated September 26, 1955, recorded in Book 778, Page 231, being Lot 17.

bb. Robert A. Pinkham and Lillian E. Pinkham, dated September 22, 1955, recorded in Book 778, Page 239, being Lots 57 and 62.

cc. Gerald E. Jellison and Gertrude A. Jellison, dated September 16, 1955, recorded in Book 778, Page 265, being Lot 22.

dd. Linwood C. Upton and Anita H. Upton, dated October 28, 1955, recorded in Book 778, Page 314, being Lot 7.

ee. Oliva G. Jacques and Helen M. Jacques, dated October 21, 1955, recorded in Book 778, Page 437, being Lot 18.

ff. Harold S. Chase and Ruth H. Chase, dated September 16, 1955, recorded in Book 779, Page 3, being Lot 55.

gg. Leroy A Stairs and Evangeline F. Stairs, dated September 9, 1955, recorded in Book 779, Page 74, being Lot 59.

hh. George H. Winter and Gertrude S. Winter, dated September 26, 1955, recorded in Book 779, Page 77, being Lot 14.

ii. Harold M. Salisbury and Teresa S. Salisbury, dated September 26, 1955, recorded in Book 779, Page 85, being Lot 48.

jj. Paul Nolan and Gertrude Nolan, dated October 21, 1955, recorded in Book 779, Page 93, being Lot 53.

kk. Dana S. Swazey and Anne Swazey, dated September 22, 1955, recorded in Book 779, Page 109, being Lot 8.

ll. Walter J. Thomas and Barbara A. Thomas, dated October 28, 1955, recorded in Book 779, Page 498, being Lot 12-A depicted on said plan recorded in Plan Book 7, Page 88.

mm. Perley C. LeClair and Kathleen M. LeClair, dated November 1, 1955, recorded in Book 779, Page 512, being Lot 33.

nn. Stephen G. Lydick and Goldie H. Lydick, dated December 5, 1955, recorded in Book 779, Page 556, being Lot 19.

oo. Roy S. Bagley and Gladys M. Bagley, dated October 28, 1955, recorded in Book 780, Page 166, being Lot 12.

pp. Richard M. Maley and Margaret E. Maley, dated November 17, 1955, recorded in Book 780, Page 346, being Lot 5.

qq. Donald B. Smith and Ivy E. Smith, dated November 17, 1955, recorded in Book 781, Page 79, being Lot 25.

rr. Joseph H. Shean and Delores W. Shean , dated December 5, 1955, recorded in Book 781, Page156, being Lot 30.

ss. Patrick H. Carrier and Alberta V. Carrier, dated January 25, 1956, recorded in Book 781, Page 331, being Lot 23.

tt. Stephen A. Barry and Marvia P. Barry, dated January 4, 1957, recorded in Book 803, Page 200, being Lot 64.

uu. Lloyd W. Burr and Eleanor H. Burr, dated October 31, 1960, recorded in Book 891, Page 122, being Lot 47.

Further EXCEPTING from said Time deed so much of the property located in said Bucksport and Orland described in the following:

1. Deed from St. Regis Corporation to Henry P. Herrick and Cynthia J. Herrick, dated September 12, 1984, recorded in Book 1514, Page 7, being a portion of parcel 1 in said Time deed the description being attached hereto as Schedule A-10.

2. Deed from Champion International Corporation to the State of Maine, dated, February 14, 1995, recorded in Book 2382, Page 240, the description therein being attached as Schedule A-56.

3. Deed from Champion International Corporation to Inhabitants of the Town of Bucksport, dated March 22, 1999, recorded in Book 2830, Page 592, the description therein being attached hereto as Schedule A-11.

INCLUDING so much of the property located in said Bucksport and Orland described in the following deeds to St. Regis Paper Company:

1. Deed from Randolph W. Spain and Inez L. Spain, dated August 15, 1972, recorded in Book 1149, Page 463, being Lot 41 depicted on said plan recorded in Plan Book 7, Page 88.

2. Deed from Bobbi M. Tower et al, dated February 28, 1979, recorded in Book 1345, Page 546, being Lot 42 depicted on said plan recorded in Plan Book 7, Page 88.

3. Deed from Seaboard Federal Credit Union, dated May 24, 1990, recorded in Book 1810, Page 474, being Lot 43 depicted on said plan recorded in Plan Book 7, Page 88.

Exhibit A-2
Bucksport and Orland, Hancock County (other deeds)

So much of the property located in Bucksport and Orland, Hancock County, Maine, described in the following deeds to St. Regis Paper Company:

1. Silver Lake Cemetery Corporation, dated, September 18, 1957, recorded in Book 804, Page 447, the description therein being attached hereto as Schedule A-12.

2. Helen P. Chipman, dated July 31, 1959, recorded in Book 844, Page 484, the description therein being attached hereto as Schedule A-13.

3. Albert D. Swazey, dated January 11, 1965, in Book 976, Page 161, the description therein being attached hereto as Schedule A-15, EXCEPTING from the premises conveyed by said Swazey deed so much of the premises conveyed by Champion International Corporation in the following deeds to:

a. David Adams, dated October 30, 1987, recorded in Book 1676, Page 13, the description therein being attached hereto as Schedule A-16.

b. William G. O'Donnell and Sheila D. O'Donnell, dated November 29, 1993, recorded in Book 2188, Page 165, the description therein being attached hereto as Schedule A-17.

c. William G. O'Donnell and Sheila D. O'Donnell, dated August 4, 1994, recorded in Book 2299, Page 99, the description therein being attached hereto as Schedule A-18.

d. Robert Wardwell & Sons, Inc., date August 23, 1995, recorded in Book 2431, Page 274, the description therein being attached hereto as Schedule A-19.

e. Bangor Hydro-Electric Company, dated November 12, 1998, recorded in Book 2794, Page 351, the description therein being attached hereto as Schedule A-20.

4. Edwin S. Lowell, dated November 18, 1974, recorded in Book 1204, Page 291, the description therein being attached hereto as Schedule A-21.

5. Mary E. Lowell, dated September 19, 1975, recorded in Book 1235, Page 219, the description therein being attached hereto as Schedule A-22.

6. Philip C. Seekins and Dorothy H. Seekins, dated March 24, 1976, recorded in Book 1254, Page 477, the description therein being attached hereto as Schedule A-23.

7. Deed from Webber Tanks, Inc., dated July 30, 1979, recorded August 2, 1979, in Book 1356, Page 225, the description being attached hereto as Schedule A-36.

8. Bentley L. Barbour, dated January 4, 1980, recorded in Book 1369, Page 28, the description therein being attached hereto as Schedule A-24.

9. Deed from Maine Central Railroad Company, dated January 15, 1980, recorded in Book 1369, Page 208, the description being attached hereto as Schedule A-38.

10. Alice M. Barbour et al, dated September 28, 1982, recorded in 1446, Page 487, being a one-half (1/2) in common and undivided interest in and to a certain lot or parcel of land located in said Bucksport, being a portion of the southerly half of Lot No. Sixty (60) Range Four (4) and all of said lot owned by Neil Boyle at the time of his decease. Being a portion of the premises conveyed by Julia Ann Smith to Bently L. Barbour by deed dated January 16, 1945, recorded in Book 695, Page 569.

So much of the property located in Bucksport and Orland, Hancock County, Maine, described in the following deeds to St. Regis Corporation:

1. Roland Wessels and Gisa Wessels, dated June 14, 1984, recorded in Book 1501, Page 374, more particularly bounded and described as follows:

"Beginning on the fifth range line between the fifth and short range at the corner of lots number on hundred and sixty four and one hundred and sixty five short range; running thence on said range line North 55 east forty four rods to the center of said lot No 165; thence North 34 west parallel with the side lines of said lot forty rods more or less to the westerly winter road leading from McCurdy's to Buck's Pond, on the line agreed on between Edmund Williams and Isaac Small the former owner; thence South 55 West to the lie between numbers 164 and 165; thence Easterly on the line between said Lots No. 164 and 165 to the place of beginning meaning hereby to convey all the lot conveyed by Isaac Small to Bryant Kench and James Wilson by deed dated December 30, 1868, and by Jas. E. Wilson by deed dated July 18, 1872, to me. Meaning and intending to convey the same premises described in a July 29, 1939 Quitcliam Deed from Winslow F. Quimby and Isaac Quimby to Ernest Coal and Lelia Cole recorded in Book 670, Page 403."

2. Michael S. Lehfeldt et al, dated August 6, 1984, recorded in Book 1508, Page 264, the description

therein being attached hereto as Schedule A-25.

3. Stanwood C. Tingley et al, dated July 31, 1984, recorded in Book 1508, Page 273, the description therein being attached hereto as Schedule A-26.

So much of the property located in Bucksport and Orland, Hancock County, Maine, described in the following deeds to Champion International Corporation:

1. Michael S. Lehfeldt and Elizabeth S. Lehfeldt, dated October 7, 1985, recorded in Book 1555, Page 639, the description therein being attached hereto as Schedule A-27.

2. Frank J. Boyle, dated November 3, 1987, recorded in Book 1669, Page 582, the description therein being attached hereto as Schedule A-28.

3. Roland Wessels and Gisa Wessels, dated September 17, 1988, recorded in Book 1716, Page 407, the description therein being attached hereto as Schedule A-29.

4. Robert S. Bergold, dated March 28, 1995, recorded in Book 2373, Page 137, being more particularly bounded and described as follows:

Beginning at the northwest corner of the lot now or formerly known as the Swazey Long Pond Mill lot; thence running north thirty-two and one-half degrees west, eighty-eight rods, to a stake and stone; thence north fifty-seven and one-half degrees east, forty-two rods to stake and stone; thence south thirty-two and one-half degrees east, sixty-six rods, to the Pond; thence southerly by the shore of the Pond to the point begun at; said lot containing twenty acres and ninety-four rods, more or less.

5. Max L. Leavitt, dated May 15, 1995, recorded in Book 2389, Page 324, the description therein being attached as Schedule A-100.

6. Byron F. Vinton III and Linda L. Vinton, dated May 30, 1996, recorded in Book 2567, Page 138, being more particularly bounded and described as follows:

A certain lot or parcel of land with the buildings thereon situated in said Bucksport on the easterly side of the State Highway leading from Bucksport to Bangor and being part of the old Huzzy farm, so-called, bounded and described as follows: Beginning at a point on the easterly sideline of said State Highway which is the point of intersection of said easterly sideline of said State Highway and the northerly sideline of a road forty (40) feet in width leading through said old Huzzy farm, so-called; thence running South eight-five degrees East (S 85° E) by the northerly sideline of said forty-foot road, a distance of three hundred forty-one (341) feet to a two inch (2") pipe; thence running North twelve degrees and fifteen minutes east (N 12° 15' E) a distance of four hundred sixty (460) feet, more or less, to a two inch (2") pipe; thence running South sixty-two degrees and forty-five minutes West (S 62° 45' W) a distance of four hundred ninety-two (492) feet, more or less, to a two inch (2') iron pipe on the easterly sideline of said State Highway; thence southerly along said State Highway, a distance of one hundred eighty-five (185) feet, more or less, to the point of beginning, containing two and nine tenths (2.9) acres, more or less. EXCEPTING the premises conveyed by Laurence E. Alley and Cora E. Alley to Central Maine Power Company by deed dated December 17, 1963, and recorded in Book 950, Page 30.

7. Faylene R. Dunbar, dated July 29, 1996, recorded in Book 2567, Page 141, being more particularly bounded and described as follows:

A certain lot or parcel of land together with any buildings thereon, situated in Bucksport, Hancock County, Maine bounded and described as follows: Easterly by land formerly of James Patterson; westerly by the county road leading from Bucksport to Bangor; northerly by land now or formerly of the heirs of William Lewis and or their grantees; southerly by an alley way and containing seventeen acres, more or less. This lot is the same as conveyed by Kenneth L. Meade and Charles Frederick Wentworth to Morgan Leach by deed dated October 27, 1947 and recorded in Book 718, Page 406. EXCEPTING the parcel conveyed in Book 1016, Pages 36 and 39.

8. Philip C. Seekins, dated July 29, 1996, recorded in Book 2567, Page 143, the description therein being

attached hereto as Schedule A-30.

9. Melissa Chipman, dated December 8, 1998, recorded in Book 2791, Page 438, more particularly bounded and described as follows:

A certain lot or parcel of land, with the improvements thereon, situated in said Bucksport: Beginning at an iron rod at the northeasterly corner of property of this Grantee as described in deed recoded in Book 1669, Page 582; thence along the easterly line of said Champion property, South 29° 47' 0" West, 882.3 feet to an iron rod set on the northerly line of property described as Parcel Two in a deed to St. Regis Paper Company recorded in the Hancock County Registry of Deeds, Book 711, Page 34; thence along the northerly line of St. Regis land, South 58° 53' 30" East, 291.1 feet to an iron rod set at the northeasterly corner of St. Regis Parcel Two; thence North 11° 39' 30" East along other land if this Grantor, 935.4 feet to an iron rod, the place of beginning. The above-described parcel contains 2.95 acres. For reference see deed form Sutherland, recoded in Book 1334, Page 207. The above-described parcel is a triangular shaped lot and is a portion of the property described in the Sutherland deed.

10. Dale Leavitt and Berley L. Leavitt, dated May 19, 1995, recorded in Book 2834, Page 93, the description therein being attached hereto as Schedule A-31.

11. Cecilio H. Juntra, dated February 23, 1996, recorded in Book 2501, Page 92, the description therein being attached hereto as Schedule A-49.

So much of the property located in Bucksport and Orland, Hancock County, Maine, described in the following deeds to International Paper Corporation:

1. Webber Tanks, Inc., dated June 22, 2001, recorded in Book 3108, Page 305, the description being attached in Schedule A-35 Webber Tanks.

EXCEPTING so much of the premises conveyed by the following:

1. Deed from St. Regis Paper Company to Central Maine Power, dated April 30, 1962, recorded in Book 908, Page 113, the description therein being attached hereto as Schedule A-43.

2. Deed from St. Regis Corporation to Webber Tanks, Inc., dated March 16, 1984, recorded in Book 1493, Page 138, the description being attached hereto as Schedule A-37.

3. Deed from Champion International Corporation to Seaboard Federal Credit Union, dated November 5, 1987, recorded in Book 1669, Page 585, the description therein being attached hereto as Schedule A-32.

4. Deed from Champion International Corporation to the State of Maine, dated, February 14, 1995, recorded in Book 2382, Page 240, the description therein being attached as Schedule A-56.

5. Deed from Champion International Corporation to Central Maine Power Company, dated May 2, 2000, recorded in Book 2919, Page 347, the description therein being attached hereto as Schedule A-48 CMP.

6. Deed from Maine Seaboard Paper Company to the Roman Catholic Bishop of Portland, dated November 8, 1932, recorded in Book 3056, Page 133, the description therein being attached hereto as Schedule A-33.

7. Deed from SP Forests LLC to Gary Pomeroy Logging, Inc., recorded on November 21, 2001, in Book 3195, Page 28, the description therein being attached hereto as Schedule A-57.

8. Deed from International Paper Company to Roman Catholic Bishop of Portland, dated January 15, 2002, recorded in Book 3366, Page 235, the description therein being attached hereto as Schedule A-34 (release deed).

9. Deed from SP Forests, LLC to Gary M. Pomeroy Logging, Inc., and David Woodhead, dated October 24, 2002, recorded in Book 3462, Page 73, the description therein being attached hereto as Schedule A-39.

10. Deed from International Paper Company to Gary M. Pomeroy Logging, Inc., and David Woodhead, dated October 24, 2002, recorded in Book 3462, Page 83, the description therein being attached hereto as Schedule A-39 (mineral interest).

11. Deed from SP Forests, LLC to Alice M. Grant and David J. Grant, dated May 1, 2003, recorded in Book 3606, Page 307, the description therein being attached hereto as Schedule A-40.

12. Deed from International Paper Company to Alice M. Grant and David J. Grant, dated May 1, 2003, recorded in Book 3606, Page 310, the description therein being attached hereto as Schedule A-40 (mineral interest).

13. Deed from SP Forests LLC to Gary Pomeroy Logging, Inc., recorded on August 4, 2003, in Book 3690, Page 41, the description therein being attached hereto as Schedule A-58.

14. Deed from International Paper Company to Gary M. Pomeroy Logging Inc., and David A. Woodhead, dated December 30, 2003, recorded in Book 3853, Page 78, more particularly described above (mineral interest).

15. Deed from SP Forests, LLC to the Inhabitants of the Town of Bucksport, dated October 7, 2005, recorded in Book 4324, Page 1, the description therein being attached hereto as Schedule A-41.

16. Deed from International Paper Company to the Inhabitants of the Town of Bucksport, dated October 7, 2005, recorded in Book 4324, Page 5, the description therein being attached hereto as Schedule A-41 (mineral interest).

Exhibit A-3 Conveyances from Central Maine Power
Bucksport and Orland, Hancock County (Central Maine Power)

So much of the premises located in Bucksport and Orland, Hancock County, Maine, described in the following deeds from Central Maine Power Company to:

1. St. Regis Paper Company, dated April 20, 1962, recorded May 10, 1962, in Book 907, Page 485, the description therein being attached hereto as Exhibit A Schedule A-42 CMP.

2. St. Regis Paper Company, dated March 15, 1965, recorded in Book 979, Page 129, the description therein being attached hereto as Exhibit A Schedule A-44 CMP.

3. St. Regis Paper Company, dated October 11, 1974, recorded in Book 1201, Page 634, the description therein being attached hereto as Exhibit A Schedule A-46 CMP.

4. Champion International Corporation, dated April 3, 1990, recorded in Book 1806, Page 292, the description therein being attached hereto as Exhibit A Schedule A-47 CMP.

Exhibit A-4 Orland
Orland, Hancock County

Those certain flowage rights and easements located in Orland, Hancock County, Maine, described in the following deeds to St. Regis Paper Company:

1. Joseph E. Soper, dated July 26, 1952, recorded in Book 747, Page 300, the description therein being attached hereto as Schedule A-60 Orland.

2. Everett P. Wilder, dated July 21, 1952, recorded in Book 747, Page 301, the description therein being attached hereto as Schedule A-61 Orland.

3. Owen L. Gray, dated August 10, 1952, recorded in Book 747, Page 302, the description therein being attached hereto as Schedule A-62 Orland.

4. Hazel E. Woodworth and Edna B. Woodworth, dated August 12, 1952, recorded in Book 747, Page 303, the description therein being attached hereto as Schedule A-63 Orland.

5. Arthur G. Dunbar, dated July 21, 1952, recorded in Book 747, Page 304, the description therein being attached hereto as Schedule A-64 Orland.

6. Stephen A. Barry and Marvia P. Barry, dated July 23, 1952, recorded in Book 747, Page 305, the description therein being attached hereto as Schedule A-65 Orland.

7. Charlton P. Stubbs and Pearl D. Stubbs, dated July 30, 1952, recorded in Book 747, Page 306, the description therein being attached hereto as Schedule A-66 Orland.

8. Herbert M. Soper and Mildred B. Soper, dated July 23, 1952, recorded in Book 747, Page 307, the description therein being attached hereto as Schedule A-67 Orland.

9. Robert B. Randall, dated August 18, 1951, recorded in Book 749, Page 100, the description therein being attached hereto as Schedule A-68 Orland.

10. Edith O. Tunison, dated September 5, 1951, recorded in Book 749, Page 102, the description therein being attached hereto as Schedule A-69 Orland.

11. Vivian V. Rockwood Hine, dated August 23, 1951, recorded in Book 749, Page 103, the description therein being attached hereto as Schedule A-70 Orland.

12. Stella G. Streeter, dated August 31, 1951, recorded in Book 749, Page 104, the description therein being attached hereto as Schedule A-71 Orland.

13. Nathan P. Walton, Jr., and Josephine R. Walton, dated August 18, 1951, recorded in Book 749, Page 105, the description therein being attached hereto as Schedule A-72 Orland.

14. Sarah S. Bauman, dated August 18, 1951, recorded in Book 749, Page 106, the description therein being attached hereto as Schedule A-73 Orland.

15. Central Maine Power Company, dated April 2, 1952, recorded in Book 749, Page 107, the description therein being attached hereto as Schedule A-74 Orland.

16. Richard W. Estabrook and Elizabeth P. Estabrook, dated August 18, 1951, recorded in Book 749, Page 108, the description therein being attached hereto as Schedule A-75 Orland.

17. Harold S. Chase, dated August 18, 1951, recorded in Book 749, Page 109, the description therein being attached hereto as Schedule A-76 Orland.

18. Walter S. Jones, dated August 18, 1951, recorded in Book 749, Page 110, the description therein being attached hereto as Schedule A-77 Orland.

19. Ernest E. Baker and Agnes M. Baker, dated August 18, 1951, recorded in Book 749, Page 111, the description therein being attached hereto as Schedule A-78 Orland.

20. Ann R. Breen, dated August 18, 1951, recorded in Book 749, Page 112, the description therein being attached hereto as Schedule A-79 Orland.

21. Ella E. Page, dated September 14, 1951, recorded in Book 749, Page 113, the description therein being attached hereto as Schedule A-80 Orland.

22. Jessie N. Blodgett, dated August 21, 1951, recorded in Book 749, Page 114, the description therein being attached hereto as Schedule A-81 Orland.

23. Leslie E. Little, dated August 17, 1951, recorded in Book 749, Page 115, the description therein being attached hereto as Schedule A-82 Orland.

24. Cynthia H. Sumner, dated August 31, 1951, recorded in Book 749, Page 116, the description therein being attached hereto as Schedule A-83 Orland.

25. Granville H. Doughty, dated August 23, 1951, recorded in Book 749, Page 125, the description therein being attached hereto as Schedule A-84 Orland.

26. George D. Bearce, dated July 18, 1952, recorded in Book 749, Page 201, the description therein being attached hereto as Schedule A-85 Orland.

27. J. Albert Giard and Blanche E. Giard, dated August 14, 1952, recorded in Book 751, Page 122, the description therein being attached hereto as Schedule A-86 Orland.

28. Doris L. Nowland and Stella G. Streeter, dated September 11, 1952, recorded in Book 751, Page 123, the description therein being attached hereto as Schedule A-87 Orland.

29. Gertrude M. Emery, dated August 12, 1952, recorded in Book 751, Page 124, the description therein being attached hereto as Schedule A-88 Orland.

30. Owen L. Gray, dated September 7, 1957, recorded in Book 802, Page 584, the description therein being attached hereto as Schedule A-89 Orland.

31. Vera F. Roberts and Reginald V. Roberts, dated September 26, 1957, recorded in Book 806, Page 78, the description therein being attached hereto as Schedule A-90 Orland.

32. Joseph T. Stockbridge, Jr., dated November 13, 1957, recorded in Book 807, Page 485, the description therein being attached hereto as Schedule A-91 Orland.

33. Robert W. Baker, dated November 13, 1957, recorded in Book 807, Page 487, the description therein being attached hereto as Schedule A-92 Orland.

34. Helen C. Lynch, dated November 25, 1957, recorded in Book 808, Page 7, the description therein being attached hereto as Schedule A-93 Orland.

35. Lucile K. Buck and Clarinda D. Buck, dated April 21, 1958, recorded in Book 815, Page 334, the description therein being attached hereto as Schedule A-94 Orland.

36. Henry G. Saumsiegle and Alice L. Saumsiegle, dated June 25, 1958, recorded in Book 820, Page 177, the description therein being attached hereto as Schedule A-95 Orland.

37. E. L. Goodwin, dated April 23, 1958, recorded in Book 820, Page 260, the description therein being attached hereto as Schedule A-96 Orland.

38. Winston C. Ferris, dated December 10, 1960, recorded in Book 877, Page 234, the description therein being attached hereto as Schedule A-97 Orland.

INCLUDING so much of the premises conveyed to St. Regis Paper Company by the following deeds:

1. Central Maine Power Company, dated March 15, 1965, recorded in Book 979, Page 144, the description therein being attached hereto as Schedule A-98 Orland.

EXCEPTING so much of the premises described in the following instruments:

1. Judgment, Barbara Y. Dorr Black v. St. Regis Paper Company, Hancock County Superior Court Docket No. 3301, dated September 24, 1970, recorded in Book 1105, Page 317, the description therein being attached hereto as Schedule A-99 Orland.

2. Notice of Layout and Taking, State of Maine Department of Transportation, dated May 21, 2003, recorded in Book 3631, Page 341.

Exhibit A-5 Energy Plant site
Bucksport, Hancock County (Energy Plant site)

So much of the property located in Bucksport, Hancock County, Maine, described in Schedule A-50 Energy Plant attached hereto.

ENDORSEMENT

Attached to Policy No. NCS-196622-BOS1

Issued By

First American Title Insurance Company

The Company hereby insures against loss or damage sustained or incurred by the Insured by reason of:

1. The existence of present violations on the land of any enforceable covenants, conditions or restrictions;

2. Except as shown in Schedule B, the presence of existing encroachments of buildings, structures, or improvements located on the land onto adjoining lands, nor any encroachments onto the land of buildings, structures or improvements located on adjoining lands.

3. Unmarketability of the title to the estate or interest by reason of any violations on the land, occurring prior to acquisition of title to the estate or interest by the Insured, of any covenants, conditions or restrictions.

4. Damage to existing building improvements:

    a. Which are located or encroach upon the portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain the easement for the purposes for which the same was granted or reserved;

    b. Resulting from the exercise of any right to use the surface of the land for the extraction or development of the minerals excepted from the description of the land or shown as a reservation in Schedule B.

5. Any final court order or judgment requiring removal from any land adjoining the land of any encroachment shown in Schedule B.

Wherever in this endorsement any or all the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or restrictions contained in any lease.

No coverage is provided under this endorsement as to any covenant, condition, restriction or other provision relating to environmental protection.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

F.A. Form 31.1 (Revised 3/99)
ALTA Extended Owner
(Improved Land)
Restrictions, Encroachments & Minerals

ENDORSEMENT

Attached to Policy No. NCS-196622-BOS1

Issued By

First American Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land to be the same as that delineated on the plat of a survey made by Plisga & Day on May 10, 2006, designated Job No. 98-079 , as limited to the Bucksport Mill site only.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

CLTA Form 116.1 (Modified) (Revised 6-14-96)
ALTA or CLTA - Owner

ENDORSEMENT

Attached to Policy No. NCS-196622-BOS1

Issued By

First American Title Insurance Company

1. The Company insures the Insured against loss or damage sustained by reason of any incorrectness in the assurance that, at Date of Policy:

    (a) According to applicable zoning ordinances and amendments thereto, the land is classified: See Listed Zones and Permitted Uses attached below.

    (b) The following use or uses are allowed under that classification subject to compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments thereto, including but not limited to the securing of necessary consents or authorizations as a prerequisite to the use or uses: See listed Permitted Uses attached below

2. The Company further insures against loss or damage arising from a final decree of a court of competent jurisdiction

    (a) prohibiting the use of the land, with any structure presently located thereon, as specified in paragraph 1(b); or

    (b) requiring the removal or alteration of the structure on the basis that, at Date of Policy, the ordinances and amendments thereto have been violated with respect to any of the following matters:

        (i) Area, width or depth of the land as a building site for the structure;
        (ii) Floor space area of the structure;
        (iii) Setback of the structure from the property lines of the land; or
        (iv) Height of the structure.

There shall be no liability under this endorsement based on the invalidity of the ordinances and amendments thereto until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

Loss or damage as to the matters insured against by this endorsement shall not include loss or damage sustained or incurred by reason of the refusal of any person to purchase, lease or lend money on the estate or interest covered by this policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

CLTA Form 123.2
ALTA Form 3.1
(Zoning-completed structure)

ATTACHMENT TO ZONING 3.1 ENDORSEMENT

NOTE:
Permitted Uses may include, but are not limited to those uses listed

Map 01, Lot 03
Rt. 15 Commercial Residential/ Limited Residential Shoreland Zone

Business - wholesale & warehousing; commercial recreation; Industries: light; lumberyard; nurseries and garden centers; Offices: business, financial, professional, government; service businesses; shops: automobile repair; shop: plumbing, electrical and carpentry; shops (if under 2,500 s.f. of floor space) machine assembly, packaging or manufacturing; structures accessory to permitted uses; agriculture; timber harvesting; gardening; commercial entertainment ; NO COMMERCIAL OR INDUSTRIAL STRUCTURES OR USES WITHIN THE SHORELAND ZONE PORTION OF THIS PROPERTY

Map 01, Lot 04
Heavy Industry

Business - wholesale & warehousing; industries: heavy; salvage yards, junkyards, scrap metal processing; shops: machine assembly, packaging or manufacturing; storage of petroleum and distillation facilities; structures accessory to permitted uses; timber harvesting

Map 01, Lot 05
Rt. 15 Commercial Residential

Business - wholesale & warehousing; commercial recreation; Industries: light; lumberyard; nurseries and garden centers; Offices: business, financial, professional, government; service businesses; shops: automobile repair; shop: plumbing, electrical and carpentry; shops (if under 2,500 s.f. of floor space) machine assembly, packaging or manufacturing; structures accessory to permitted uses; agriculture; timber harvesting; gardening; commercial entertainment

Map 01, Lot 06
Heavy Industry

Business - wholesale & warehousing; industries: heavy; salvage yards, junkyards, scrap metal processing; shops: machine assembly, packaging or manufacturing; storage of petroleum and distillation facilities; structures accessory to permitted uses; timber harvesting

Map 01, Lot 07
Heavy Industry

Business - wholesale & warehousing; industries: heavy; salvage yards, junkyards, scrap metal processing; shops: machine assembly, packaging or manufacturing; storage of petroleum and distillation facilities; structures accessory to permitted uses; timber harvesting

Map 01, Lot 08
Heavy Industry/ Resource Protection Shoreland Zone

Business - wholesale & warehousing; industries: heavy; salvage yards, junkyards, scrap metal processing; shops: machine assembly, packaging or manufacturing; storage of petroleum and distillation facilities; structures accessory to permitted uses; timber harvesting; TIMBER HARVESTING, FOREST MANAGMENT, CERTAIN CLEARING OF VEGETATION, AND AGRICULTURE ARE PERMITTED USES IN THE SHORELAND ZONE PORTION OF THIS PROPERTY; NO

COMMERCIAL OR INDUSTRIAL PRINCIPAL STRUCTURES ARE PERMITTED IN THE SHORELAND ZONE PORTION OF THE PROPERTY

Map 01, Lot 10
Heavy Industry/ General Development Shoreland Zone

Business - wholesale & warehousing; industries: heavy; salvage yards, junkyards, scrap metal processing; shops: machine assembly, packaging or manufacturing; storage of petroleum and distillation facilities; structures accessory to permitted uses; timber harvesting; TIMBER HARVESTING AND SIMILAR ACTIVITIES ARE PERMITTED WITHIN THE SHORELAND ZONE; COMMERCIAL AND INDUSTRIAL PRINCIPAL STRUCTURES ARE PERMITTED WITHIN THE SHORELAND ZONE

Map 01, Lot 10-00N2
Heavy Industry

Business - wholesale & warehousing; industries: heavy; salvage yards, junkyards, scrap metal processing; shops: machine assembly, packaging or manufacturing; storage of petroleum and distillation facilities; structures accessory to permitted uses; timber harvesting

Map 01, Lot 20
Rural/ resource protection shoreland zone

Business - wholesale & warehousing; commercial recreation; nurseries and garden centers; offices: business financial, professional, government; salvage yards, junkyards, scrap metal processing; sand and gravel pits, quarries, etc.; services businesses; shops - automobile repair; shops - plumbing, electrical and carpentry; stores - retail sales; structures accessory to permitted uses;TIMBER HARVESTING, FOREST MANAGMENT, CERTAIN CLEARING OF VEGETATION, AND AGRICULTURE ARE PERMITTED USES IN THE SHORELAND ZONE OF THIS PROPERTY; NO COMMERCIAL OR INDUSTRIAL PRINCIPAL STRUCTURES ARE PERMITTED IN THE SHORELAND ZONE OF THE PROPERTY

Map 01, Lot 28
Heavy Industry

Business - wholesale & warehousing; industries: heavy; salvage yards, junkyards, scrap metal processing; shops: machine assembly, packaging or manufacturing; storage of petroleum and distillation facilities; structures accessory to permitted uses; timber harvesting

Map 01, Lot 29
Heavy Industry/ Resource Protection Shoreland Zone

Business - wholesale & warehousing; industries: heavy; salvage yards, junkyards, scrap metal processing; shops: machine assembly, packaging or manufacturing; storage of petroleum and distillation facilities; structures accessory to permitted uses; timber harvesting; TIMBER HARVESTING, FOREST MANAGMENT, CERTAIN CLEARING OF VEGETATION, AND AGRICULTURE ARE PERMITTED USES IN THE SHORELAND ZONE PORTION OF THIS PROPERTY; NO COMMERCIAL OR INDUSTRIAL PRINCIPAL STRUCTURES ARE PERMITTED IN THE SHORELAND ZONE PORTION OF THE PROPERTY

Map 01, Lot 87
Heavy Industry

Business - wholesale & warehousing; industries: heavy; salvage yards, junkyards, scrap metal processing; shops: machine assembly, packaging or manufacturing; storage of petroleum and distillation facilities; structures accessory to permitted uses; timber harvesting

Map 01, Lot 88
Downtown

Business - wholesale & warehousing; commercial recreation; complex, commercial or shopping mall; industries: light; under 2500 s.f. floor area nurseries and garden centers; offices: business financial, professional, government; service businesses; shops: plumbing, electrical, carpentry; shops: machine assembly, packaging, or manufacturing; stores: retail sales; structures accessory to permitted uses

Map 01, Lot 89
Heavy Industry

Business - wholesale & warehousing; industries: heavy; salvage yards, junkyards, scrap metal processing; shops: machine assembly, packaging or manufacturing; storage of petroleum and distillation facilities; structures accessory to permitted uses; timber harvesting

Map 01, Lot 90
Village

Clinic or office, medical, health, or psychiatric; commercial recreation; structures accessory to permitted uses

Map 34, Lot 13
Downtown

Business - wholesale & warehousing; commercial recreation; complex, commercial or shopping mall; industries: light; under 2500 s.f. floor area nurseries and garden centers; offices: business financial, professional, government; service businesses; shops: plumbing, electrical, carpentry; shops: machine assembly, packaging, or manufacturing; stores: retail sales; structures accessory to permitted uses

Map 34, Lot 13-00N
Downtown

Business - wholesale & warehousing; commercial recreation; complex, commercial or shopping mall; industries: light; under 2500 s.f. floor area nurseries and garden centers; offices: business financial, professional, government; service businesses; shops: plumbing, electrical, carpentry; shops: machine assembly, packaging, or manufacturing; stores: retail sales; structures accessory to permitted uses

Map 34, Lot 15
Downtown

Business - wholesale & warehousing; commercial recreation; complex, commercial or shopping mall; industries: light; under 2500 s.f. floor area nurseries and garden centers; offices: business financial, professional, government; service businesses; shops: plumbing, electrical, carpentry; shops: machine assembly, packaging, or manufacturing; stores: retail sales; structures accessory to permitted uses

ENDORSEMENT

Attached to Policy No. NCS-196622-BOS1

Issued By

First American Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land to abut upon a physically open street known as NORTH FRANKLIN STREET. Limited as to those portions of the mill property only, as identified on the Survey, that abut upon a public street or are contiguous to other parcels that abut a public street.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

CLTA Form 103.7 (Rev. 6-14-96)
ALTA or CLTA - Owner or Lender

ENDORSEMENT

Attached to Policy No. NCS-196622-BOS1

Issued By

First American Title Insurance Company

The Company hereby insures the Insured against loss or damage sustained or incurred by the Insured by reason of the land referred to in Exhibit A not consisting of separate tax lot(s) or said lot(s) including any property not included within said land.

This endorsement is made a part of the Policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and prior endorsements, if any, nor does it extend the effective date of the Policy and prior endorsements or increase the face amount thereof.

F.A. Form 64 (Revised 3/99)
Separate Tax Lot

ENDORSEMENT

Attached to Policy No. NCS-196622-BOS1

Issued By

First American Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land described in Exhibit A to be contiguous , except as otherwise shown on the Survey.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

CLTA Form 116.4 (Revised 6-14-96)
ALTA or CLTA - Owner or Lender

ENDORSEMENT

Attached to Policy No. NCS-196622-BOS1

Issued By

First American Title Insurance Company

UNDERWRITING APPROVAL FOR THIS ENDORSEMENT IS PENDING

Underwriting approval for the issuance of this endorsement is pending

The Company insures against loss or damage sustained by the insured by reason of the avoidance in whole or in part, or a court order providing some remedy, based on the voidability of any estate, interest, or mortgage shown in Schedule A because of the occurrence on or before Date of Policy of a fraudulent transfer or a preference under federal bankruptcy, state insolvency or similar creditors' rights laws.

The coverage provided by this endorsement shall include the payment of costs, attorney's fees and expenses necessary to defend the insured against those counts, and not other, of any litigation seeking a court order which will result in loss or damage against which this endorsement provides insurance to the extent provided in the Conditions and Stipulations.

This endorsement does not insure against loss or damage if the insured: (a) knew when it acquired any estate, interest, or mortgage shown in Schedule A that the transfer, conveyance, or mortgage was intended to hinder, delay, or defraud any creditor; or (b) is found by a court not to be a transferee or purchaser in good faith.

This endorsement is issued as a part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

ALTA Form 21 (4/19/04) Creditor's Rights

ENDORSEMENT

Attached to Policy No. NCS-196622-BOS1

Issued By

First American Title Insurance Company

The Policy is hereby amended by deleting paragraph no. 14 from the Conditions and Stipulations.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

F.A. Form 45 (Revised 4-90)

F.A. Special
Lack of Signatures

ENDORSEMENT

Attached to Policy No. NCS-196622-BOS1

Issued By

First American Title Insurance Company

The Company hereby assures the Insured that the Company will not deny liability under the policy or any endorsements issued therewith solely on the grounds that the policy and/or endorsement(s) were issued electronically and/or lack signatures in accordance with Paragraph 15 (c) of the Conditions and Stipulations.

This endorsement is made a part of said policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

BY Curt B. Johnson *PRESIDENT*

ATTEST Timothy Klein *SECRETARY*



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:
1.(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
(i) the occupancy, use, or enjoyment of the land;
(ii) the character, dimensions or location of any improvement now or hereafter erected on the land;
(iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or
(iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.
The following terms when used in this policy mean:
(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
(b) "insured claimant": an insured claiming loss or damage.
(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
(d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.
2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.
The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either
(i) an estate or interest in the land, or
(ii) an indebtedness secured by a purchase money mortgage given to an insured.
3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.
The insured shall notify the Company promptly in writing
(i) in case of any litigation as set forth in Section 4(a) below,
(ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or
(iii) if title to the estate or interest, an insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.
(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
(d)In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.
In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:
(a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations to insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.
(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or
(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.
Upon the exercise by the Company of either of the options provided for in paragraphs (b) (i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.
(a) The liability of the Company under this policy shall not exceed the least of:
(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.
(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:
(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.
The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.
(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule (A)(C) consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) **The Company's Rights Against Non-insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707, or to the office which issued this policy.

AD-A155 805

PENOBSCOT RIVER BASIN

BUCKSPORT, MAINE

SILVER LAKE DAM

ME 00147

PHASE I INSPECTION REPORT

NATIONAL DAM INSPECTION PROGRAM

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DEPARTMENT OF THE ARMY
NEW ENGLAND DIVISION, CORPS OF ENGINEERS
WALTHAM, MASS.

OCTOBER 1978

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REPORT DOCUMENTATION PAGE	READ INSTRUCTIONS BEFORE COMPLETING FORM
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18. SUPPLEMENTARY NOTES

Cover program reads: Phase I Inspection Report, National Dam Inspection Program; however, the official title of the program is: National Program for Inspection of Non-Federal Dams; use cover date for date of report.

19. KEY WORDS (Continue on reverse side if necessary and identify by block number)

DAMS, INSPECTION, DAM SAFETY,

Penobscot River Basin
Bucksport Maine

20. ABSTRACT (Continue on reverse side if necessary and identify by block number)

-The dam is about 29 ft. high and about 470 ft. long. The lake is used to supply industrial water to Saint Regis Paper Co. and domestic water supply to the town of Bucksport. The dam is in fair condition. It is intermediate in size with a high hazard classification. Round the clock surveillance should be provided during periods of high precipitation.

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DEPARTMENT OF THE ARMY
NEW ENGLAND DIVISION, CORPS OF ENGINEERS
424 TRAPELO ROAD
WALTHAM, MASSACHUSETTS 02154

REPLY TO
ATTENTION OF:

JAN 2 6 1979

NEDED

Honorable Joseph E. Brennan
Governor of the State of Maine
State Capitol
Augusta, Maine 04330

Dear Governor Brennan:

I am forwarding to you a copy of the Silver Lake Dam Phase I Inspection Report, which was prepared under the National Program for Inspection of Non-Federal Dams. This report is presented for your use and is based upon a visual inspection, a review of the past performance and a brief hydrological study of the dam. A brief assessment is included at the beginning of the report. I have approved the report and support the findings and recommendations described in Section 7 and ask that you keep me informed of the actions taken to implement them. This follow-up action is a vitally important part of this program.

A copy of this report has been forwarded to the Department of Agriculture and the Department of Transportation, cooperating agencies for the State of Maine. In addition, a copy of the report has also been furnished the owner, St. Regis Paper Company, Bucksport, Maine 04416, ATTN: Mr. Preston Robinson, Chief Engineer.

Copies of this report will be made available to the public, upon request, by this office under the Freedom of Information Act. In the case of this report the release date will be thirty days from the date of this letter.

I wish to take this opportunity to thank you and the Department of Agriculture and the Department of Transportation for your cooperation in carrying out this program.

Sincerely yours,

John P. Chandler

JOHN P. CHANDLER
Colonel, Corps of Engineers
Division Engineer

Incl
As stated

SILVERLAKE DAM

ME 00147

PENOBSCOT RIVER BASIN
BUCKSPORT, MAINE

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PHASE I INSPECTION REPORT
NATIONAL DAM INSPECTION PROGRAM



NATIONAL DAM INSPECTION PROGRAM
PHASE I - INSPECTION REPORT

Identification No.:	ME00147
Name of Dam:	Silver Lake Dam
Town:	Bucksport
County and State:	Hancock County, Maine
Stream:	Unnamed
Date of Inspection:	15 Dec. 1977 and 31 May 1978

BRIEF ASSESSMENT

Silver Lake Dam is about 29 feet high, averages about 100 feet wide and is about 470 feet long. It is a composite dam consisting of an overflow concrete gravity spillway with flanking non-overflow dikes of earth construction. The concrete spillway is about 50 feet long. The concrete spillway weir is separated by a 6 foot wide stop log weir.

The lake is used to supply industrial water (pulp processing) to Saint Regis Paper Co. and domestic water supply to the town of Bucksport. The lake is nearly 2.5 miles long and has a surface area of about 670 acres.

The dam is about 48 years old and is in fair condition. The outlet works has limited ability to regulate the reservoir level and drain the lake. It has inadequate spillway discharge capacity to prevent overtopping during the test flood. Seepage of about 0.4 gpm was noted at the downstream toe of the right side embankment. The location and condition of an abandoned 10 inch pipe thru the foundation area of the dam embankment is unknown.

Based on its intermediate size and high hazard classification in accordance with the Corps' guidelines the test flood is the PMF. The spillway will pass only about 36 percent of the PMF test flood and is considered inadequate.

Round-the-clock surveillance should be provided during periods of high precipitation. The owner should develop a formal warning system. An operational procedure to follow in the event of an emergency should also be adopted.

Recommendations and remedial measures described in Section 7 should be implemented by the owner within two years after receipt of this Phase I Inspection Report.

John C. Hart

John C. Hart
Registered Professional Engineer
Commonwealth of Massachusetts
Registration Number 19456

This Phase I Inspection Report on **Silver Lake Dam** has been reviewed by the undersigned Review Board members. In our opinion, the reported findings, conclusions, and recommendations are consistent with the Recommended Guidelines for Safety Inspection of Dams, and with good engineering judgment and practice, and is hereby submitted for approval.

Richard F. Doherty

RICHARD F. DOHERTY, MEMBER
Water Control Branch
Engineering Division

Joseph A. Mc Elroy

JOSEPH A. MCELROY, MEMBER
Foundation & Materials Branch
Engineering Division

Carney M. Terzian

CARNEY M. TERZIAN, CHAIRMAN
Chief, Structural Section
Design Branch
Engineering Division

APPROVAL RECOMMENDED:

Joe B. Fryar

JOE B. FRYAR
Chief, Engineering Division

PREFACE

This report is prepared under guidance contained in the Recommended Guidelines for Safety Inspection of Dams, for Phase I Investigations. Copies of these guidelines may be obtained from the Office of Chief of Engineers, Washington, D.C. 20314. The purpose of a Phase I Investigation is to identify expeditiously those dams which may pose hazards to human life or property. The assessment of the general condition of the dam is based upon available data and visual inspections. Detailed investigation, and analyses involving topographic mapping, subsurface investigations, testing, and detailed computational evaluations are beyond the scope of a Phase I investigation; however, the investigation is intended to identify any need for such studies.

In reviewing this report, it should be realized that the reported condition of the dam is based on observations of field conditions at the time of inspection along with data available to the inspection team. In cases where the reservoir was lowered or drained prior to inspection, such action, while improving the stability and safety of the dam, removes the normal load on the structure and may obscure certain conditions which might otherwise be detectable if inspected under the normal operating environment of the structure.

It is important to note that the condition of a dam depends on numerous and constantly changing internal and external conditions, and is evolutionary in nature. It would be incorrect to assume that the present condition of the dam will continue to represent the condition of the dam at some point in the future. Only through continued care and inspection can there be any chance that unsafe conditions be detected.

Phase I inspections are not intended to provide detailed hydrologic and hydraulic analyses. In accordance with the established Guidelines, the Spillway Test flood is based on the estimated "Probable Maximum Flood" for the region (greatest reasonably possible storm runoff), or fractions thereof. Because of the magnitude and rarity of such a storm event, a finding that a spillway will not pass the test flood should not be interpreted as necessarily posing a highly inadequate condition. The test flood provides a measure of relative spillway capacity and serves as an aide in determining the need for more detailed hydrologic and hydraulic studies, considering the size of the dam, its general condition and the downstream damage potential.

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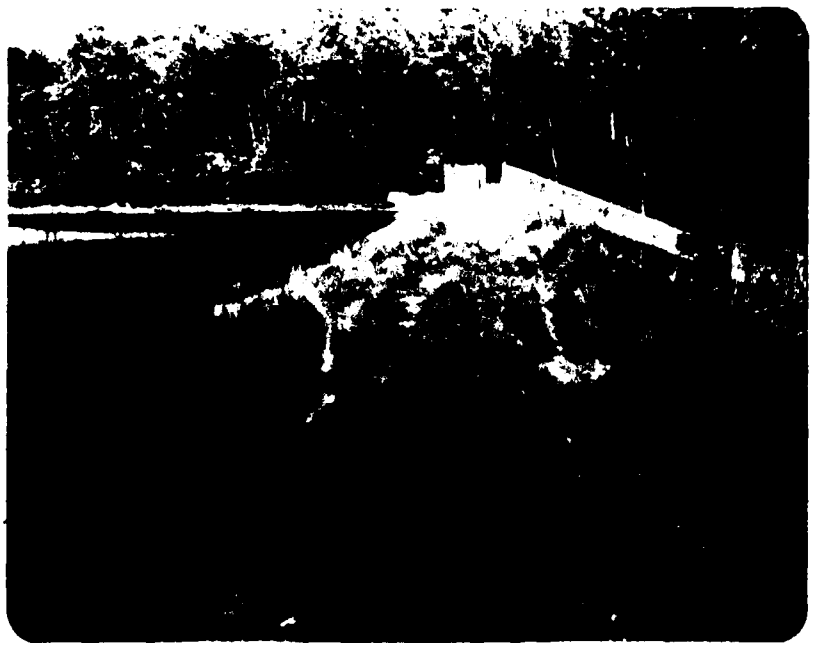
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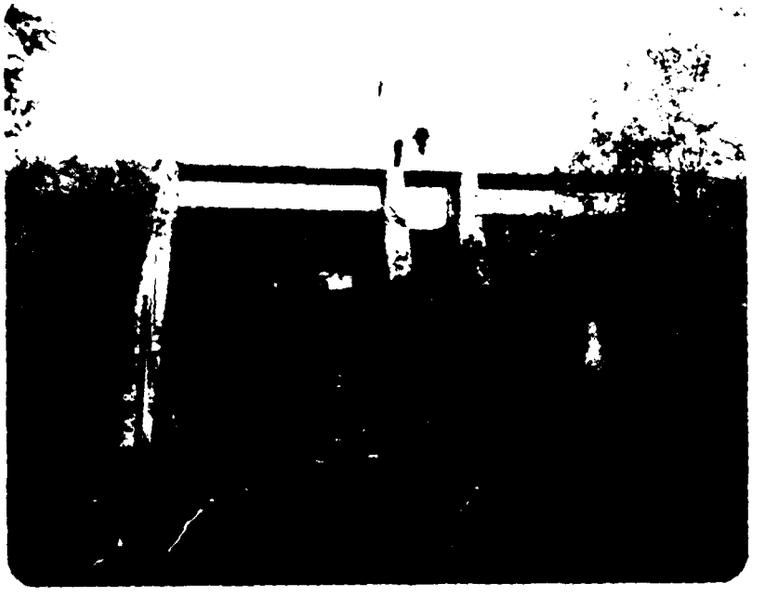
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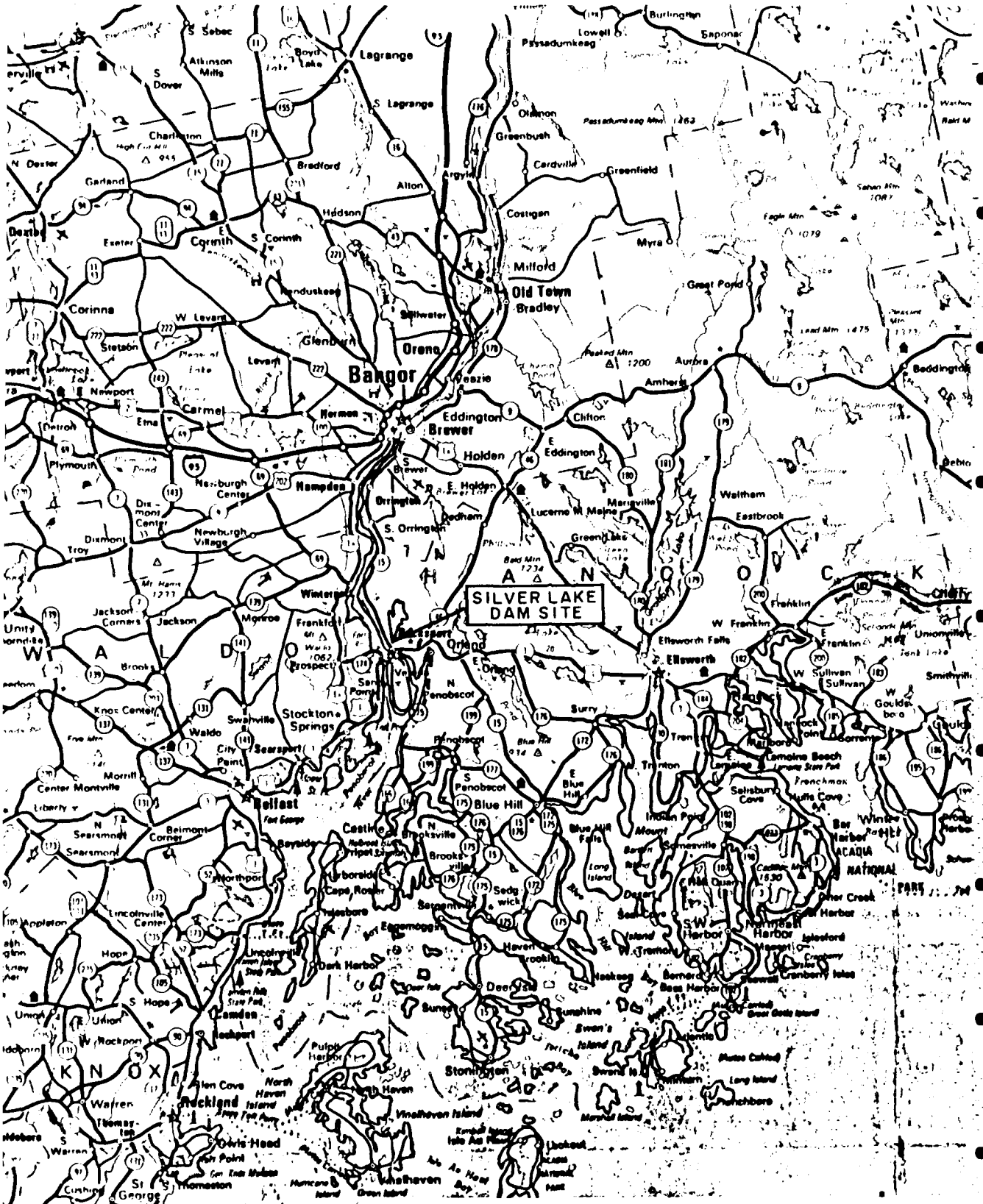
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VICINITY MAP

SILVER LAKE DAM

SCALE: 1" = 10 MILES

PHASE I INSPECTION REPORT
SILVER LAKE DAM, ME. 00147

SECTION 1

PROJECT INFORMATION

1.1 General

a. Authority. Public Law 92-367, August 8, 1972, authorized the Secretary of the Army, through the Corps of Engineers, to initiate a national program of dam inspection throughout the United States. The New England Division of the Corps of Engineers has been assigned the responsibility of supervising the inspection of dams within the New England Region.

b. Purpose:

(1) Perform technical inspection and evaluation of non-Federal dams to identify conditions which threaten the public safety and thus permit correction in a timely manner by non-Federal interests.

(2) Encourage and assist the States to initiate quickly effective dam safety programs for non-Federal dams.

(3) To update, verify and complete the National Inventory of Dams.

1.2 Description of Project

a. Location. The dam is located in the town of Bucksport, Maine and about 19 miles south of the city of Bangor. The dam site is located on an unnamed stream about a mile upstream of the center of the town.

b. Description of Dam and Appurtenances

(1) General. Silver Lake Dam is a composite structure consisting of an overflow concrete gravity spillway with flanking, non-overflow dikes of earth construction. The overall length of the dam is about 470 feet. See Photo Nos. 1 thru 4..

c. Maintenance of Operating Facilities. The sluiceway and stop logs are in good condition and are functional even though the stop logs are operated manually. Although methods of removal of the logs is slow and cumbersome, they are not considered to affect the safety of the dam. The steel bulkheads are also in good condition and also show evidence of periodic maintenance. As previously described, the discharge channel walls have been gunited in order to control seepage through cracks and joints in the walls. Furthermore, there is no warning system in effect other than the 6 inspections per year.

d. Post Construction Changes. The major post construction change to the Silver Lake Dam was the addition of 3 ft. high steel flashboards (bulkheads) in 1952 and then increasing them to 5.5 ft. in 1965 in order to increase the storage capacity of the reservoir. Drawings have been obtained for the 1952 change but no drawings have been located for the later change nor have any computations been found relating to the effect of these changes on the stability of the structure. The additional overturning forces resulting from increasing the height of the flashboards, with no substantial addition of resisting forces, could have a significant effect on reducing the original Safety Factors for overturning and sliding of the spillway.

e. Seismic Stability. The dam is located in Seismic Zone No. 2 and in accordance with recommended Phase I guidelines does not warrant seismic analysis.

SECTION 6

STRUCTURAL STABILITY

6.1 Evaluation of Structural Stability.

a. Visual Observations.

(1) Dam Embankments. Visual inspection of the embankments indicate a favorable comparison with earth dams that have proven safe in service. Of the various observations made on the embankment, the seep at the downstream toe of the right side embankment is the most critical with regards to stability. Although it is considered that this seep presents no stability problem at this time, observations should be made in accordance with Section 7 to monitor for the continuing possibility of piping.

(2) Outlet Works. The previous mentioned spalling of the weir, surficial cracking of and seepage through the walls is not considered detrimental to its safety, although observation is recommended and may be accomplished by periodic comparative photographs and/or physical measurements. The 3 foot thick concrete slab at the downstream toe of the weir was not visible during the inspection. This slab should be uncovered and examined and its resistance to uplift pressures and scour determined.

b. Design and Construction Data.

(1) Dam Embankments. There are no known design records available other than the drawings shown in Appendix B. There is no known information on embankment materials used in the construction except that which is shown on the cross-sections. The type of foundation (earth or bedrock) upon which the embankment, corewall and spillway bear is not known. The presence of downstream seepage, the spillway upstream impervious blanket as well as the configuration of the weir and discharge slab suggest an earth foundation. The presence of the abandoned 10 inch pipe could be conducive to piping and eventual slope failure.

(2) Spillway. The original contract drawings for the dam and a 1952 drawing for the addition of 3 ft. flashboards have been located. The original drawings show the concrete weir and channel walls, but show no design for any bulkheads. They do, however, show that there were provisions for some type of flashboards; however, there was no indication to their height. The original drawings also show construction joints at various locations in the wall. They were not visible due to the gunite cover that has since been applied.

The second condition investigated was to determine the maximum height of flashboards that can be used without the dam overtopping under test flood inflows. It was determined that by limiting the height of flashboards to 4 foot (elevation 128), the spillway capacity is adequate to discharge the routed test flood outflow without overtopping the dam.

f. Dam Failure Analysis. The impact of failure of the dam with the pool elevation at the top of the dam was assessed using the "Rule of Thumb" guidance for estimating downstream dam failure hydrographs. The analysis covered the reach from the dam to the Central Street culvert. Failure of the Silver Lake Dam would result in a 12-foot wave in this reach of the river and would cause serious damage to about twenty homes and possible loss of life. Central Street would be overtopped and severed with the loss of important public utilities. Based on this estimate, the dam has been classified as high hazard.

SECTION 5

HYDROLOGY AND HYDRAULIC ANALYSIS

5.1 Evaluation of Features.

a. General. The Silver Lake Dam is a composite structure consisting of an overflow concrete gravity spillway with flanking, non overflow dikes of earth construction. The appurtenant works consist of two outlet conduits and a 6-foot wide stop log weir which is located at the center of the spillway. The two very low capacity conduits are a 36-inch industrial water supply line to the Saint Regis Paper Company and a 12-inch domestic water supply line to the Bucksport Water Company. The dam is located on an unnamed tributary of the Penobscot River and was constructed for water supply purposes.

b. Design Data. The dam was designed by the New England Public Service Company which has now been absorbed by the Maine Central Power Company. The only hydraulic design data available is a stage-capacity curve which is included as Fig. 3 of Appendix D.

Silver Lake Dam with a maximum height of 29 feet and a maximum storage of 12,700 acre-feet is classified as being intermediate in size and high hazard. Under O.C.E. Guidelines for Safety Inspection of Dams, the recommended "Test Flood" is the Probable Maximum Flood (P.M.F.).

c. Experience Data. Maximum flood flows and elevations are unknown.

d. Visual Observations. No evidence of damage to any portion of the project from overtopping was visible at the time of the inspection.

e. Overtopping Potential. As no detailed design information is available, hydraulic evaluation was performed using information gathered by field inspection, watershed size and an estimated test flood equal to the probable maximum flood. Based on a drainage area of 5.5 square miles, the estimated test flood inflow is 8,000 CFS.

The routed test flood outflow and resulting pool stage was determined for two conditions. Under the present conditions with the 5.5 foot flashboards (steel bulkheads) at a top elevation of 129.5, the routed outflow is 2625 CFS and the dam is overtopped by about 1 foot. Therefore the spillway capacity is inadequate (36% of outflow) to discharge the outflow without overtopping the dam. With a test flood equal to one-half the PMF, the spillway had adequate capacity and the dam is not overtopped.

SECTION 4

OPERATIONAL PROCEDURES

4.1 Procedures. Normal operation by St. Regis Paper Co. is aimed at maintaining the pool between elevations 124 and 127. The stoplogs are added or removed to regulate the water level. Water is withdrawn from the reservoir through the 36-inch water supply line to the Paper Co. and the 12-inch domestic water line to the town. Very little water appears to flow over the spillway.

4.2 Maintenance of the Dam and Operating Facilities. Maintenance of the dam is performed by the owners of St. Regis Paper Co. on a regular basis. There is a good growth of grass growing on the slopes despite the presence of numerous shrubs and some trees. There are also some shrubs and small trees growing in the discharge channel. The stoplogs and steel bulkhead are in good condition. The spillway walls were gunited in 1972.

4.3 Description of any Warning Systems in Effect. The dam is inspected six times a year by the Paper Co. This inspection provides the only warning system except cursory observations by occasional fishermen or hunters.

4.4 Evaluation. The spillway and outlet works appear to be well operated and maintained; however the embankments appear to be only fairly well maintained. Any distress occurring in the dam would only be discovered at periods of 2 months. This frequency is undesirable for a structure of this magnitude. St. Regis Paper Co. should also establish a warning system to follow in event of any emergencies.

e. Downstream Channel. Although not considered a major problem, it was observed that the channel was choked with vegetative growth (trees, shrubs) which constrict the waterway, thus reducing its design discharge capabilities. The first 3,000 feet of channel flows through a flat, wide swampy area with no inhabitable structures. The slope for this reach is approximately 0.75 percent. The next 2,000 feet of the channel is densely inhabited with single family homes and trailers located 5 to 10 feet above streambed. The streambed drops about 20 feet in this reach (1 percent slope). There is a difference of elevation of approximately 80 feet for the last 1,000 foot reach before the stream enters the Penobscot River. Single family residences are also located adjacent to the streambed in this reach. Through the middle reach, the river flows under approximately 3 roads and thru various size box culverts and pipes which appear inadequate in size to pass the test flood.

3.2 Evaluation.

a. General. The observed condition of the project is fair. With the exception of a few items, these structures are structurally sound and no immediate action to remedy any serious problems need be taken. The potential problems observed during the visual inspection are listed below.

b. Earth Embankments.

(1) Trees and shrubs growing on the embankments and within 10 feet of the toes should be cut and removed. The stumps should be removed to the extent practicable and the resulting excavation backfilled with a pervious gravel fill material.

(2) The location of the buried 10 inch pipe through the dike embankment foundation area should be determined. Eventual corrosion of this pipe could lead to the formation of a seepage path; therefore the pipe should be flushed, cleaned and then grouted.

(3) The two cases of seepage observed are not considered to have an adverse effect on the structural integrity of the dam at this time, but should be closely monitored for cloudiness or any increase or decrease in quantity relating to reservoir stage which could require prompt corrective action.

c. Spillway.

(1) The surficial cracking of the spillway wall mentioned previously is not uncommon and not considered hazardous to the structure, but should be monitored for any further deterioration.

(2) The limited ability to regulate the reservoir level is highly undesirable. Replacement of the stoplogs with some form of a more positive, lower level control such as a vertical lift sluice gate, bascule gate or similar device should be considered.

seepage water was very cold and was rust colored. The discoloration of the water in the pool and on the ground surface is caused by precipitation of iron minerals, (upon contact with air) from the seepage flows. The seepage emergence area overlaps the buried cast iron pipes. Some seepage could be following along these pipes. A lesser quantity of seepage was observed flowing from the left embankment toe at the intersection of the embankment and left discharge channel wall. This seepage was also flowing clear. No seepage was observed flowing from the embankments.

c. Appurtenant Structures.

(1) Visual inspection of the concrete spillway included checking for surface cracks; structural cracking; vertical and horizontal alignment; monolith and construction joints. The concrete weirs showed extensive signs of spalling in some areas, particularly the downstream side of west weir. Spalling had progressed to such a depth (2 inches) as to expose portions of the 2" x 2" wire mesh.

(2) The gravity type walls of both the approach and discharge channels exhibited numerous surficial cracks. The depths and lengths of the original cracks were difficult to determine since most of the wall surfaces had been gunited in 1972. Most of the cracks showed signs of seepage emergence as indicated by lime deposits that covered and filled these cracks. The only visible open structural crack was at the upstream corner of the west abutment wall. This structural crack was about ¼ inch wide and was located above about elev. 129. Seven weep holes, consisting of about 1" pipe, were observed protruding from the east side discharge channel wall. According to Mr. Robinson, they were installed (about 6 inches into the wall) during the guniting to control seepage flowing thru cracks in the wall. Only two weep holes were bleeding at the time of inspection. The downstream concrete apron at the downstream toe of weir could not be observed because of the presence of 3 to 4 feet of soil, vegetation and rubble.

(3) The steel bulkheads were in good condition with only minor leakage from a 2.5 foot head (see Photo No. 10). The stop-logs in the sluiceway also appeared in good condition (see Photo No. 9).

(4) The intake for the 12 inch domestic water supply could not be observed as it is located at the upstream toe below permanent pool (Elev. 124 to 127). The location of the old 10 inch pipe could not be positively determined as the wood cover for the valve house was too heavy to be opened.

(5) The 36 inch industrial water supply line is reported by company officials to be in good condition.

d. Reservoir Area. The drainage area is relatively small, 5.06 square miles, while the topography is gently rolling with some swampy areas. Vegetative cover ranges from open agricultural land to densely wooded areas. No sloughing of the reservoir slopes was noted.

SECTION 3
VISUAL INSPECTION

3.1 Findings.

a. General. The first Phase I inspection was performed on 15 December 1977. Observations were limited by the depth of snow cover (6 to 12 inches); therefore another field inspection was conducted on 31 May 1978 after the snow cover had melted.

b. Earth Embankments.

(1) The dam, approximately 50 years old, showed no signs of sloughing or erosion of the embankment or the abutment slopes. The vertical as well as horizontal alignment of the crest showed no signs of distress and no cracks or unusual movement, including rip-rap failure and/or dislocations were visible. Some vehicle caused rutting (about 6" deep) was observed on the crest of the right side embankment. Shrubs were noted growing on the upstream and downstream slopes of both embankments while several large trees (up to 12" dia.) were noted on the downstream slopes. (See photo nos. 2 and 8).

(2) Rip-rap on the upstream slopes extends only to about elev. 129 (ref. photo no. 7). The remaining 4 feet (measured vertical) are topsoiled and seeded as are the downstream slopes. The downstream slope of the right side embankment has a layer of rip-rap extending 7 feet (vertical) above toe and about 150 feet horizontally extending from the west spillway wall.

(3) Seepage thru the embankment of the earth embankments is controlled by the concrete core wall located under the upstream edge of the Crest (top elev. 132). Portions of this wall are visible adjacent to both sides of the spillway. There are no records available that describe the type foundation (earth or rock) for the embankments, core wall or spillway. There are no visible outcrops in the foundation area of the structures, on the abutments or in the area downstream of the dam. The lack of visual evidence of outcrops, the configuration of the spillway keys, the presence of the spillway upstream clay blanket and downstream concrete apron suggest that the structures are resting on an earth foundation. About a 4 foot high windrow of earth and boulders were noted, located about 20 feet from and parallel to the downstream toe of the right embankment. The location and character of the materials suggests that they originated from stripping and excavating of the embankment foundation areas.

(4) Seepage emergence was noted near the downstream toe of the right embankment. The seepage was ponding in a shallow pool over a length of about 70 feet (see plate B-1 and photo no. 8). The seepage was flowing clear indicating that material piping was not occurring. The

SECTION 2
ENGINEERING DATA

2.1 Design. The dam was designed by New England Power Service Co. (NEPSC) about 1930. This company has now been absorbed by Maine Central Power Co. A telephone call to this company's Augusta office revealed that there are no known design records available other than the storage capacity curve (Fig. 3) and some plans which are now incorporated into Appendix B. St. Regis Co. furnished the design plans, plus some sketches on modifications to the spillway bulkheads.

2.2 Construction. There are no known construction records available.

2.3 Operation. All available engineering operational data is included in other sections of this report.

2.4 Evaluation.

a. Availability. The available data were reviewed by members of the inspection team and were found to be accurate.

b. Adequacy. The lack of in depth engineering data did not allow for a definitive review. Therefore, the adequacy of this dam could not be assessed from the standpoint of reviewing design and construction data, but is based primarily on visual inspection, past performance history and sound engineering judgement.

c. Validity. The visual inspection is generally consistent with the available plans for the exposed portions of the dam.

h. Earthfill Dikes (cont.)

(3)	Top Width	8 feet
(4)	Side Slopes	U/S and D/S, 1V on 2.5H
(5)	Zoning	Central impervious zone with gravel shells
(6)	Impervious Core	Concrete core wall
(7)	Cutoff	Unknown
(8)	Grout Curtain	None

i. Spillway

(1)	Type	Overflow concrete gravity ogee type
(2)	Length	2 weir sections ea. 20.5 ft.= 41 feet
(3)	Crest Elevation	124
(4)	Gates	5.5 feet high permanent steel bulkhead - Top elev. 129.5
(5)	U/S Channel	Concrete retaining walls bottom lined with clay blanket and riprap
(6)	D/S Channel	Concrete retaining walls bottom lined with concrete and riprap
(7)	Other	Spillway has 6-foot wide center sluice section with stoplogs

j. Regulating Outlets. Regulating facilities consist of the 6-foot wide stoplog controlled weir with invert at elev. 120 or 13 feet below top of dam. Sluiceway regulation is accomplished by manually adding or removing stoplogs through use of a chainfall and makeshift support system.

(7) Stoplog weir invert 120

(8) Streambed @ centerline of dam 104

(9) Maximum tailwater Unknown

d. Reservoir (miles)

(1) Length of maximum pool 2.5

(2) Length of water supply pool 2.5

(3) Length of flood control pool 2.5

e. Storage (acre-foot) (Gross)

(1) Water Supply Pool 7,700

(2) Flood Control Pool 9,400

(3) Design Surcharge Unknown

(4) Top of Dam 12,700

f. Reservoir Surface (acres)

(1) Top Dam 700

(2) Maximum pool Unknown

(3) Flood-Control pool 670

(4) Water Supply pool 670

(5) Spillway Crest 670

g. Dam

(1) Type - composite structure consisting of overflow concrete gravity spillway with flanking non-overflow earthfill dikes.

h. Earthfill Dikes

(1) Length left side 150 feet
right side 260 feet

(2) Height 28 feet

1.3 Pertinent Data. The only available data was acquired through the visual inspection, the use of USCGS topographic map, St. Regis Paper Co. and Maine Central Power Co. Using these sources and sound engineering judgement, the following pertinent data was derived.

a. Drainage Area. Based on a watershed delineation using the 1955 USGS Bucksport Quadrangle (scale 1:62,500) the drainage area was determined to be 5.5 square miles. The watershed topography is gently rolling, with a high proportion of natural storage.

b. Discharge at Damsite.

(1) Outlet Works. The primary outlet at the dam is a 6-foot wide stoplog weir with invert at Elev. 120. A 12-inch cast iron water line is located under right embankment. The intake for the water line is located near the upstream toe while the valve house is located about 30 feet downstream of the landside toe. The capacity of the outlet weir is 875 CFS with the pool at the top of the dam. The 36 inch line has a capacity of about 30 CFS.

(2) The maximum flood at the dam site is unknown.

(3) Ungated spillway capacity at maximum pool elevation is 4,600 cfs @ elev. 133.

(4) Gated spillway capacity at normal pool elevation is 0 cfs @ elev. 129.5.

(5) Gated spillway capacity at maximum pool elevation is 940 cfs @ elev. 133.

(6) Total spillway capacity at maximum pool elevation is 940 cfs @ elev. 133.

c. Elevation (ft. above MSL) based upon elevations shown on drawings furnished by St. Regis Co.

(1)	Top of Dam	133
(2)	Maximum pool test flood	134
(3)	Full Flood Control Pool	129.5
(4)	Water Supply Pool	124 to 127
(5)	Spillway Crest (gated)	129.5
(6)	Upstream invert industrial water supply conduit (3 ft. dia.)	112

c. Size Classification. Intermediate (Hydraulic height - 29 feet, Storage - 12,700 acre-feet), based on storage ($\geq$ 1000 to $<$ 50,000 acre-feet) as given in OCE Recommended Guidelines for Safety Inspection of Dams.

d. Hazard Classification. High hazard. A major breach in the dam would probably result in serious damage to about twenty homes, important public utilities and at least four roads.

e. Ownership. The dam is currently owned by the Saint Regis Paper Company.

f. Operator. The dam is operated by St. Regis Paper Co. The Chief Engineer, Mr. Preston Robinson, is in charge of operations and maintenance. His telephone number is 207-469-3131. The address is St. Regis Co., Bucksport, ME 04416.

g. Purpose of Dam. The dam was constructed to supply industrial water (pulp processing) to Saint Regis Paper Company and domestic water to the town of Bucksport.

h. Design and Construction History. The dam was originally designed for St. Regis Paper Co. by New England Public Service Co. (NEPSC) about 1930. This company has now been absorbed by Maine Central Power Co. Some design information was available at the offices of these two companies. This available information (plates 1, 2 and 3 and graph Fig 3) is included in this report. There is no data as to the type of earth and rock materials used to construct the dam or to the location of the borrow areas, other than the information shown on the drawings. The types of foundations (earth or bedrock) that the dam rests upon is not known nor is the name of the construction company that built the dam. Modifications to the dam consisted of the addition of 3 foot high steel flashboards (in 1952) to the spillway and then replacing these in 1965 with a 5.5 foot permanent type steel bulkhead in order to increase the storage capacity of the reservoir.

i. Normal Operating Procedures. Normal operation by the St. Regis Co. is aimed at maintaining the water supply pool between elevations 124 and 127 msl. The stoplogs in the sluiceway are added or removed to regulate the water level, if necessary. The 36-inch industrial water supply line to the Paper Co. (invert elev. 112) discharges about an average of 22 mgd to the plant. It is not known how much water is withdrawn thru the 12-inch domestic water line or how much discharges over the weir. To augment the normal runoff over the small watershed, water is pumped into Silver Lake through an aqueduct from nearby Alamoosook Lake. The average inflow from the aqueduct is about 6 to 7 mgd (10 cfs) with a maximum of 20 mgd. Pumping thru the aqueduct is required on the average of 10 months per year.

(2) Dike Embankments. The right side flanking dike is about 260 feet long while the left side is about 150 feet in length. The dikes reach a maximum height of about 28 feet. The side slopes are about 1 vertical on 2.5 horizontal and the crest is about 8 feet wide. The crest and downstream slopes are grass-covered except for the downstream right side which is partially riprapped. This riprap extends about 7 feet vertically above the toe. The reservoir side slopes are riprapped to about Elev. 129 or about 4 feet from top of dam. According to plans furnished by St. Regis Paper Co., seepage through the embankment is controlled by a centrally located concrete core wall (visible at upstream side of crest adjacent to spillway) and a downstream gravel toe. As described above, portions of this gravel toe are protected by riprap.

(3) Spillway. Between the dikes, at the location of the original streambed, there is an overflow concrete gravity spillway about 50 feet long (see Photo Nos. 3 and 4). The concrete weir consists of two elements, each 20.5 feet in length. Its crest is at elev. 124; however, two permanently attached steel flashboards bolted to concrete wall (see Photo No. 10) increase the effective spillway crest to elev. 129.5. The overflow weir stands about 20 feet above the discharge channel. The weir is separated by a 6-foot wide stoplog weir (see Photo No. 2) with invert at elev. 120 msl or 13 feet below top of dam. This weir is the primary flood control outlet. There are concrete retaining walls on each side of the approach and discharge channels for the full length of the channels. According to the plans, a concrete apron extends 23 feet downstream from the bottom of the spillway weir.

(4) Outlet Works. There are three outlet conduits for this reservoir, two of which are very low capacity - a 36 inch industrial water supply line to Saint Regis Paper Company and a 12 inch domestic water supply line to Bucksport Water Company (owned by St. Regis). The primary flood control outlet is a 6-foot wide stoplog weir with invert located 16 feet above discharge channel grade. Regulation for the stoplog weir is done manually by adding or removing individual stoplogs. The control tower for the 36-inch water line is located 800 feet due west of the dam adjacent to the McDonald St. Highway embankment. The invert for this pipe is at Elev. 112 msl. The lake between Elevations 104 and 112 cannot be drained. According to the St. Regis Co. officials, an old 10 inch cast iron pipe exists under the right side embankment. This pipe was constructed in the early 1900s and carried domestic water supply from an older and lower dam which was located just upstream of the existing dam. According to company officials, this pipe has now been abandoned, but has not been grouted. The new 12 inch cast iron pipe was placed in 1930 when the new dam was constructed. The 12 inch pipe now carries water downstream for use by the town of Bucksport as domestic water.

SECTION 7

ASSESSMENT, RECOMMENDATIONS AND REMEDIAL MEASURES

7.1 Dam Assessment.

a. Condition. The visual inspection indicates that Silver Lake Dam is in fair condition. The major concerns that may affect the long-term integrity of the dam are as follows:

(1) Overtopping potential

(2) The limited ability to regulate the reservoir level and drain the lake.

(3) The effects of raising the height of the bulkheads on the stability of the spillway.

(4) The location and condition of the 10 inch pipe through the dike embankment foundation area.

b. Adequacy of Information. The lack of in depth engineering data did not allow for definitive review. Therefore, the adequacy of this dam could not be assessed from the standpoint of reviewing design and construction data, but is based primarily on visual inspection, past performance history and sound engineering judgement.

c. Urgency. The recommendations and remedial measures enumerated below should be implemented by the owner within two years after receipt of this Phase I Inspection Report.

d. Need for Additional Investigations. The information available from the visual inspections is adequate to identify the potential problems which are: overtopping, limited ability to regulate the reservoir level, stability of the spillway, seepage and the condition of the abandoned 10 inch ter line. These problems require the attention of a registered professional engineer who will have to make additional studies to design or specify remedial measures to rectify the problems. If left unattended, the problems could lead to instability of the structure.

7.2 Recommendations. The Saint Regis Paper Company should retain the services of a registered professional engineer to:

a. Evaluate further the potential for reducing the height of the steel bulkheads to a 4 foot height (crest at elev. 128) or lower in order to prevent overtopping of the earth embankments during the Probable Maximum Flood and provide an acceptable factor of safety for stability.

b. Evaluate the possibilities of replacing the stoplogs with a faster and more positive regulation control such as a vertical lift sluice gate, bascule gate, or similar device.

c. Determine the feasibility of constructing a low-level controlled outlet in the spillway section in order to rapidly drain the entire reservoir during periods of emergency. A well-designed low-level outlet could eliminate the need for stop logs or similar devices as recommended in paragraph 7.2.b above.

d. Perform a stability analysis of the spillway weir with permanent bulkheads in place as to better assess the performance of this structure. In order to accomplish this analysis, the foundation materials will have to be identified as well as the uplift pressures under the weir and downstream concrete apron.

e. Perform seepage studies of the seepage emergence at the toe of the embankments. This seepage should be monitored. Two weir ponds with V-notch weirs to measure increases or decreases in flow should be installed and periodic measurements made relating seepage flow to reservoir stage and rainfall.

7.3 Remedial Measures.

a. Operating and Maintenance Procedures.

(1) The location and condition of the 10 inch pipe through the foundation of the left side earth embankment should be determined. Eventual corrosion of the pipe could lead to the formation of a seepage path and an eventual piping failure. The pipe should be cleaned and then grouted for its full length under the embankment.

(2) All trees and shrubs growing on the embankments, in the discharge channel, and within 10 feet of the toes of these features should be cut and removed. The stumps and roots should be removed to the extent practicable and the resulting holes backfilled with a compacted pervious fill.

(3) The debris, vegetation, mud and sand in the stilling basin should be cleaned out and hauled away.

(4) The surficial cracking of the discharge channel walls should be monitored for any further deterioration. This can be accomplished by periodic comparative photographs and/or physical measurements.

(5) The rip-rap (with underlying gravel bedding layer) on the upstream slope should be extended to the top of dam.

(6) Institute a program of bi-annual periodic technical inspections.

(7) The owner should develop a written operational procedure to follow in the event of flood flow conditions or imminent dam failure. Round the clock surveillance should be provided by the owner during periods of unusually heavy precipitation. The owner should develop a formal warning system with local officials for alerting downstream residents in case of emergency.

b. Alternates. The Saint Regis Paper Company should consider as an alternate pending implementation and results of the recommendations above that the reservoir be operated at a lower level during the year so as to provide more storage for extreme flood conditions and to provide an acceptable factor of safety for stability of the spillway.

APPENDIX A

CHECK LIST - VISUAL INSPECTION

PERIODIC INSPECTION

PARTY ORGANIZATION

PROJECT Silverlake Dam, Maine

DATE May 31, 1978

TIME 2:30 P.M.

WEATHER Sunny, warm

W.S. ELEV. 126.5 U.S. ____ DN.S.

PARTY:

1.	John Hart	Corps of Engineers	6.	Phil Libby	Maine DOT
2.	Tsy Katz-Hyman	Corps of Engineers	7.		
3.	Tom Feeney	Corps of Engineers	8.		
4.	Wm. Mullen	Corps of Engineers	9.		
5.	Preston Robinson	St. Regis Paper Co.	10.		

	PROJECT FEATURE	INSPECTED BY	REMARKS
1.	Dam Embankment	J. Hart	
2.	Spillway	Katz-Hyman, Feeney, Mullen	
3.	Discharge Channel	Hart, Katz-Hyman, Feeney	
4.			
5.			
6.			
7.			
8.			
9.			
10.			

PERIODIC INSPECTION CHECK LIST

PROJECT Silverlake Dam, Maine DATE May 31, 1978

PROJECT FEATURE Earth Embankments NAME John Hart

DISCIPLINE Geotechnical NAME

AREA EVALUATED	CONDITIONS
DAM EMBANKMENT	
Crest Elevation	133.0
Current Pool Elevation	126.5
Maximum Impoundment to Date	127 (according to St. Regis Co.Offidals)
Surface Cracks	None observed
Pavement Condition	None
Movement or Settlement of Crest	None observed - Some rutting from vehicle traffic
Lateral Movement	None observed
Vertical Alignment	No visible change in vertical or horizontal alignment has occurred.
Horizontal Alignment	
Condition at Abutment and at Concrete Structures	Satisfactory - some erosion earth slope on reservoir side.
Indications of Movement of Structural Items on Slopes	None
Trespassing on Slopes	Ruts on top dam by vehicles
Sloughing or Erosion of Slopes or Abutments	None observed
Rock Slope Protection - Riprap Failures	None
Unusual Movement or Cracking at or near Toes	None observed
Unusual Embankment or Downstream Seepage	See narrative report
Piping or Boils	None observed
Foundation Drainage Features	Downstream stone protection at toe of right side dam
Toe Drains	None
Instrumentation System	None according to St. Regis Paper Co. Official

PROJECT Silverlake Dam, Maine DATE May 31, 1978

PROJECT FEATURE Spillway NAME

DISCIPLINE Geotechnical, Structural NAME

AREA EVALUATED	CONDITION
OUTLET WORKS - SPILLWAY WEIR, APPROACH AND DISCHARGE CHANNELS	
a. Approach Channel	
General Condition	Good - some effloresence
Loose Rock Overhanging Channel	No bedrock visible
Trees Overhanging Channel	None observed
Floor of Approach Channel	Not visible - water too deep
b. Weir ~~and Training Walls~~	
General Condition of Concrete	Fair to good - some cracking
Rust or Staining	None, steel bulkheads in good condition
Spalling	Both weirs
Any Visible Reinforcing	Wire mesh exposed on west weir
Any Seepage or Efflorescence	None observed
Drain Holes	None observed
c. Discharge Channel	
General Condition	Fair to good - gunited in 1972
Loose Rock Overhanging Channel	No bedrock observed
Trees Overhanging Channel	Some small saplings and bushes
Floor of Channel	Concrete apron buried with approx. 3 ft. of riprap, sand, silt and debris
~~Other Obstructions~~ Seepage Efflorescence	See narrative

PERIODIC INSPECTION CHECK LIST

PROJECT Silverlake Dam, Maine DATE May 31, 1978

PROJECT FEATURE _____ NAME _____

DISCIPLINE _____ NAME _____

AREA EVALUATED	CONDITION
OUTLET WORKS - TRANSITION AND CONDUIT	
General Condition of Concrete	
Rust or Staining on Concrete	
Spalling	
Erosion or Cavitation	
Cracking	
Alignment of Monoliths	
Alignment of Joints	
Numbering of Monoliths	
Water Supply Pipes	See narrative
10 inch Cast Iron	Abandoned but not grouted
12 inch Cast Iron	Not visible (see narrative)
Valve House	Good - concrete walls with flat wood deck
Aquaduck to St. Regis Paper Co.	Good - according to St. Regis Co. Officials

PERIODIC INSPECTION CHECK LIST

PROJECT Silverlake Dam, Maine DATE May 31, 1978

PROJECT FEATURE Spillway Bridge NAME Tsy Katz-Hyman

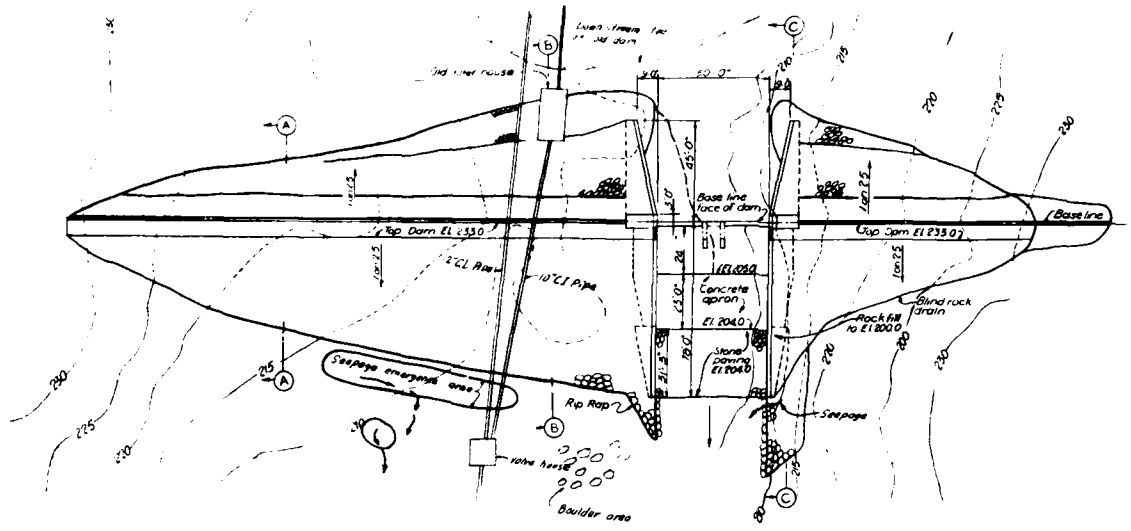
DISCIPLINE NAME

AREA EVALUATED	CONDITION
OUTLET WORKS - SERVICE BRIDGE	
a. Super Structure	General condition was good with some spalling of concrete deck. Structural members were in good condition.
Bearings	
Anchor Bolts	
Bridge Seat	
Longitudinal Members	
Under Side of Deck	
Secondary Bracing	
Deck	
Drainage System	
Railings	
Expansion Joints	
Paint	
b. Abutment & Piers	
General Condition of Concrete	
Alignment of Abutment	
Approach to Bridge	
Condition of Seat & Backwall	

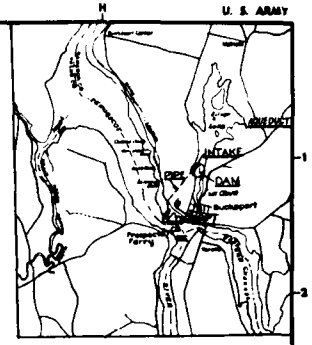
APPENDIX B

INSPECTION REPORTS/SKETCHES

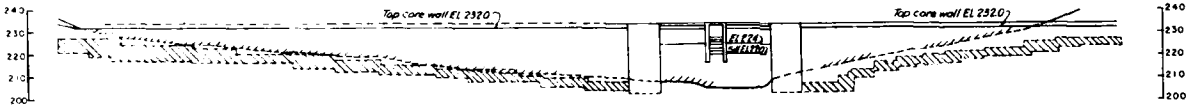
CORPS OF ENGINEERS — U. S. ARMY



PLAN

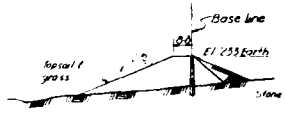


LOCATION MAP
SCALE 1 62500

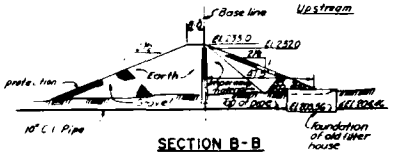


PROFILE - CORE WALL

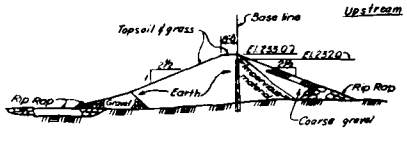
NOTE
Plans, Sections and Details shown here are copies from original drawings by New England Public Service dated 20 Nov, 1930



SECTION A-A



SECTION B-B



SECTION C-C



GRAPHIC SCALES

1" = 20'

NATIONAL PROGRAM OF INSPECTION OF NON-FED DAMS

SILVER LAKE DAM

PLATE 8.1

CORPS OF ENGINEERS — U. S. ARMY

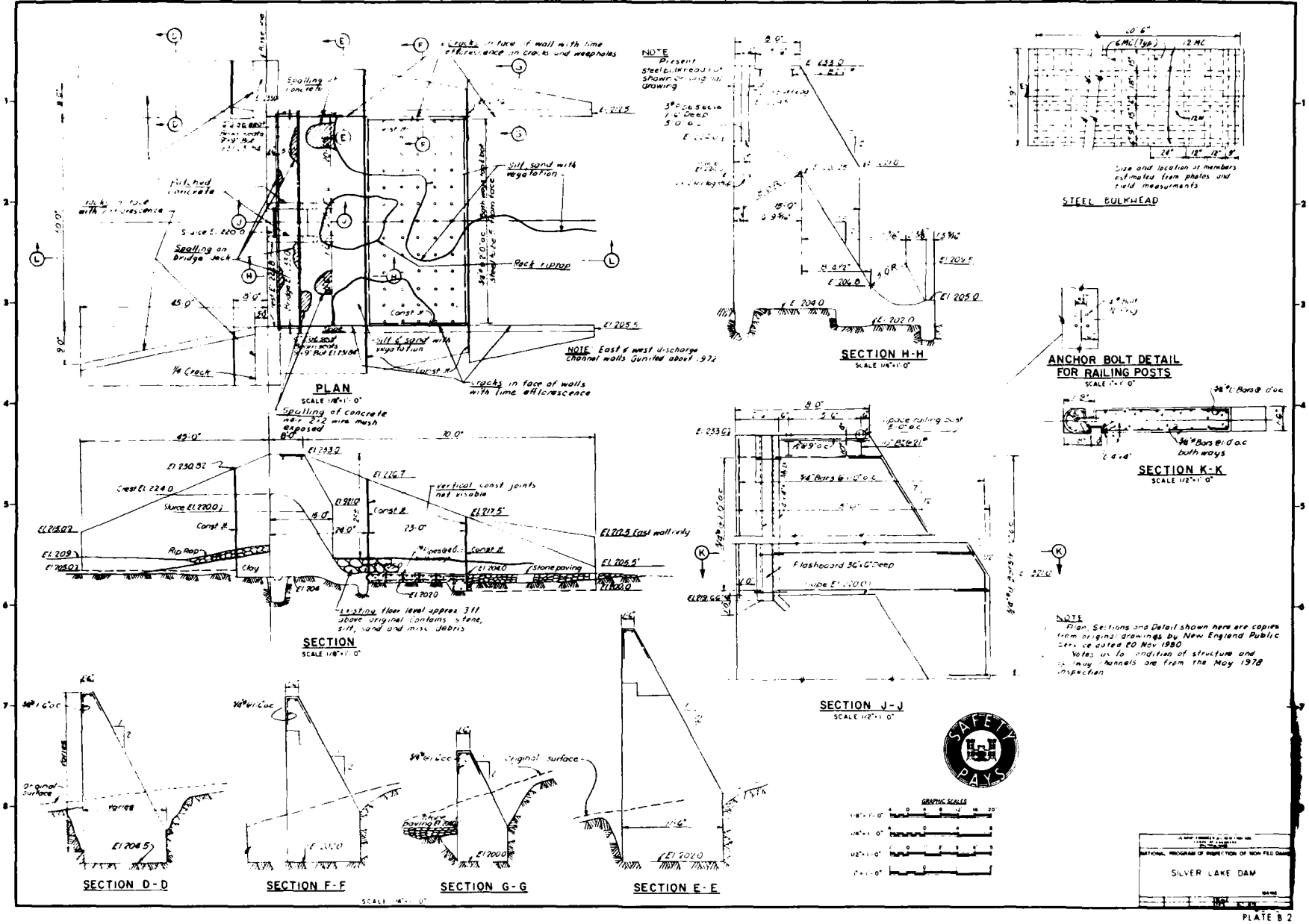
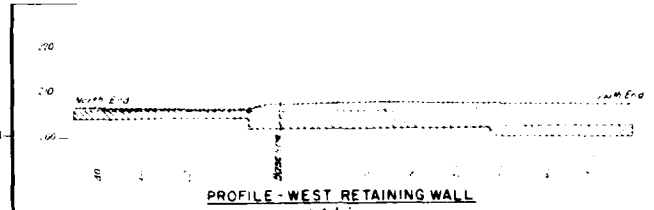
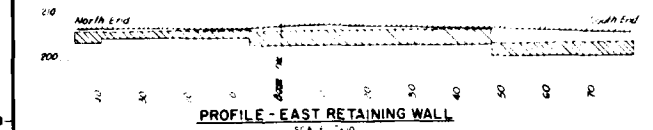


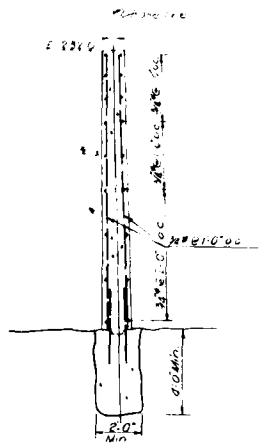
PLATE B 2



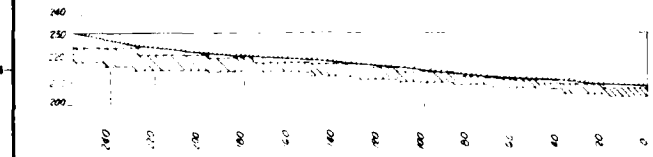
PROFILE - WEST RETAINING WALL



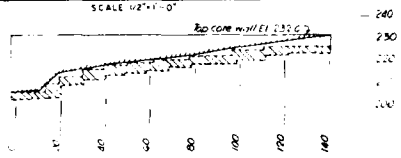
PROFILE - EAST RETAINING WALL



TYPICAL SECTION - CORE WALL



WEST CORE WALL



EAST CORE WALL

PROFILE CORE WALLS

LEGEND

Concrete

Surface

NOTE

Profiles and Section shown here are copies from original drawings by New Eng and Public Service, dated 20 Nov 1980

GRAPHIC SCALES

SAFETY PAYS

NATIONAL PROGRAM OF INSPECTION OF NON-FED DAMS

SILVER LAKE DAM

PLATE B 3

APPENDIX C

SELECTED GROUP OF PHOTOGRAPHS SHOWING DAM AND PERTINENT FEATURES

PHOTOGRAPHS NOS. 5 - 10

SILVER LAKE DAM - BUCKSPORT, MAINE
ATION DOWNSTREAM DAM FAILURE HYDROGRAPH
ED BY TMF CHECKED BY DATE 22 JUNE 78

(3) STA. 5+50 $A = \frac{(100+334)}{2} \times 13.4 = 2908$ SF

VOL. $= \frac{4978+2908}{2} \times \frac{150}{43560} = 13.6$ AF

(4) STA. 10+50 $A = \frac{1}{2} \times 315 \times 12.6 = 1984$ SF

VOL. $= \frac{2908+1984}{2} \times \frac{500}{43560} = 28$ AF

(5) STA 15+50 $A = \frac{1}{2} \times 266 \times 11.8 = 1569$ SF

VOL $= \frac{1984+1569}{2} \times \frac{500}{43560} = 20.4$ AF

(6) STA 20+50 $A = \frac{1}{2} \times 165 \times 11.0 = 908$ SF

VOL $= \frac{1569+908}{2} \times \frac{500}{43560} = 14.2$ AF

(7) STA. 20+50 TO 31+00

VOL $\approx$ 35 AF

TOTAL VOLUME $\approx$ 150 AF

QP_2 (TRIAL) $= QP_1 (1 - V_1/S)$

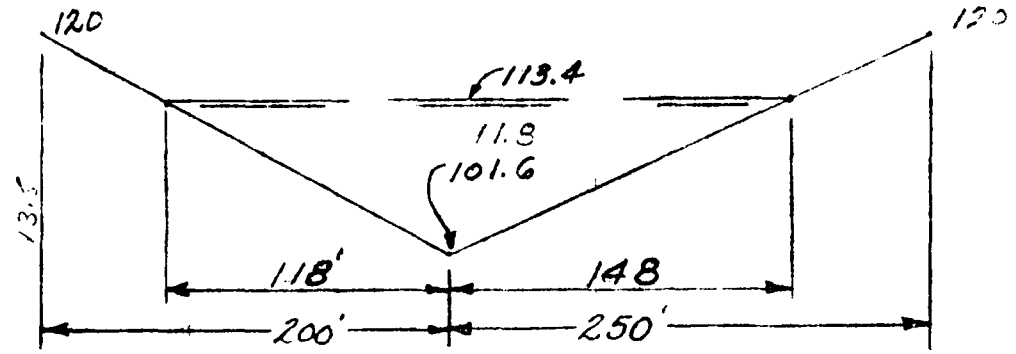
$QP_2 = 4982 (1-0.01) = 4982 = QP_1$

NO STORAGE AVAILABLE

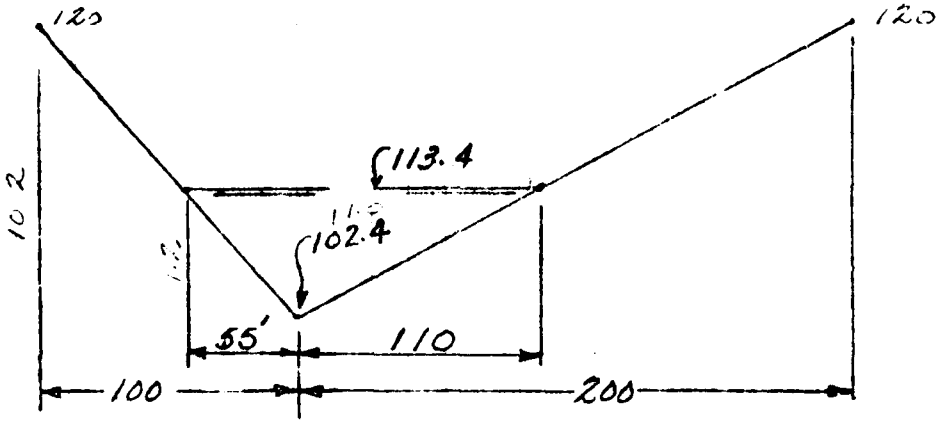
SILVER LAKE DAM - BUCKSPORT, MAINE

TATION DOWNSTREAM DAM FAILURE HYDROGRAPH

TED BY TMF CHECKED BY DATE 21 JUNE '78



STATION 15+50



STATION 20+50

AREAS & VOL.

(1) STA. 0+00 $A = \frac{(200+256)}{2}(14.2) = 3237.6$ SF

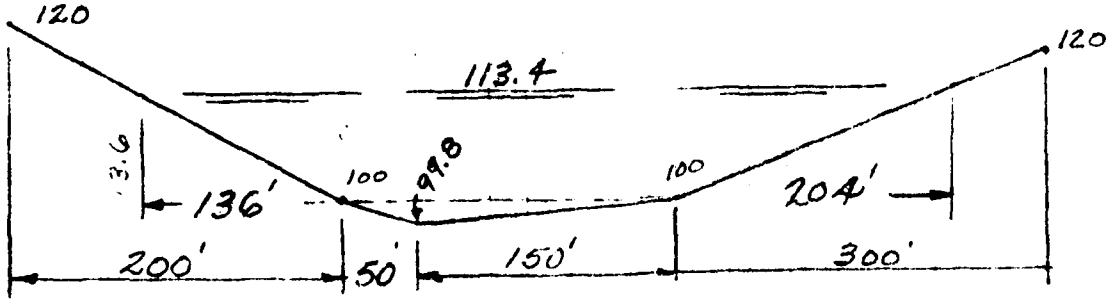
(2) STA 4+00 $A = \frac{1}{2}(200)(2) + \frac{(200+540)}{2}(13.4) = 4978$ SF

$\text{VOL.} = \frac{(3237.6 + 4978)}{2}\frac{(400)}{(43560)} = 37.7$ AF

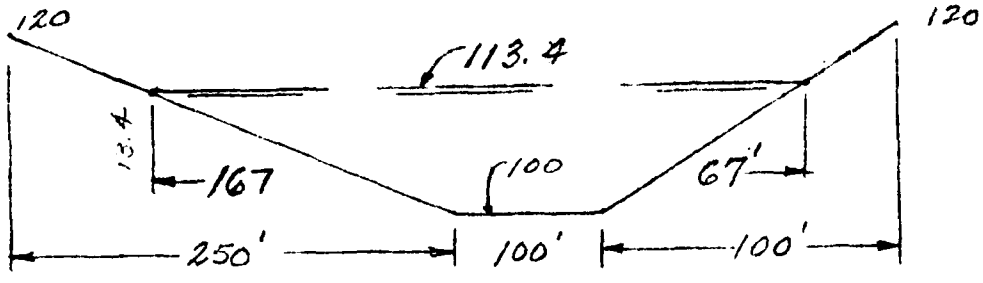
JECT SILVER LAKE DAM - BUCKSPORT, MAINE

PUTATION DOWNSTREAM DAM FAILURE HYDROGRAPH

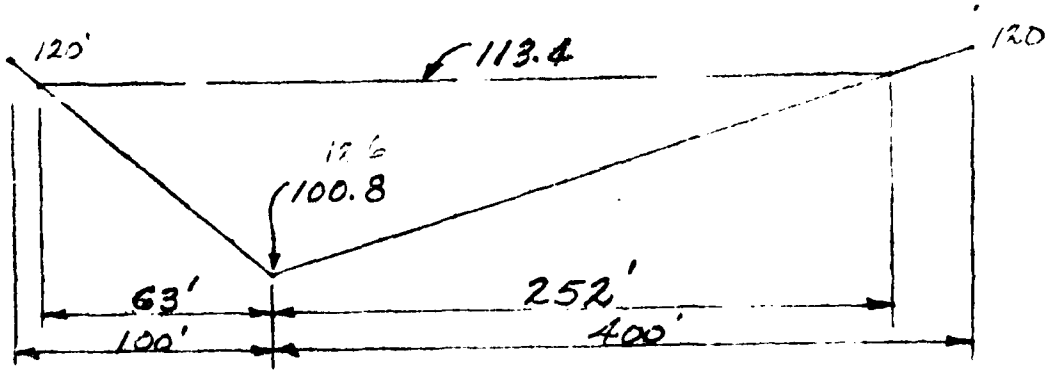
PUTED BY TMF CHECKED BY DATE 21 JUNE '78



STATION 4+00



STATION 5+50



STATION 10+50

ECT SILVER LAKE DAM - BUCKSPORT, MAINE

PUTATION DOWNSTREAM DAM FAILURE HYDROGRAPH

PUTED BY TME CHECKED BY DATE 20 JUNE 1978

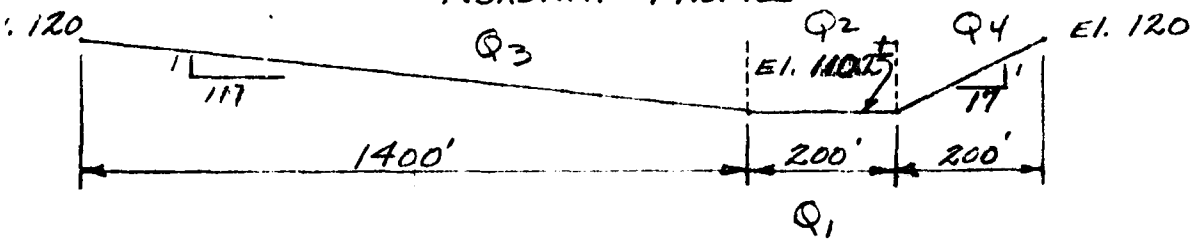
$Q = 1250 \quad q/b = 94 \quad dc = 6.5$

$h_o = \frac{6.5 + 9.3}{2} = 7.9 \quad H = 2.8$

$HW = 7.9 + 2.8 + 0.1 = 10.8$

STEP 4:

ROADWAY PROFILE



(A.) Assume pressure flow $Q = 1750$ CFS

$q/b = 1750/13.3 = 131 \quad dc = 8.2$

$h_o = (8.2 + 9.3)/2 = 8.75$

$HW = h_o + H + S_o L = 8.75 + 5.35 + 0.1 = 14.2$ ft

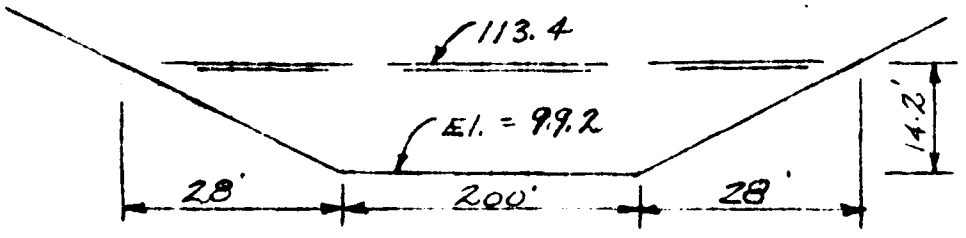
Depth of flow over roadway = 3.2 ft

$Q_2 = CLH^{3/2} = 2.9 \times 200 \times (3.2)^{3/2} = 3200$ CFS

$Q_3 = C \tan \frac{\theta}{2} H^{2.5} = 45$ CFS

$Q_1 + Q_2 + Q_3 + Q_4 = 4990 \times 4982$ OK.

(B) Determine volume (V_1) in reach:



STATION 0+00

SUBJECT SILVER LAKE DAM - BUCKSPORT, MAINE
COMPUTATION DOWNSTREAM DAM FAILURE HYDROGRAPH
COMPUTED BY TMF CHECKED BY DATE 19 JUNE 1978

(B.) ASSUME OUTLET CONTROL:

Stream gradient $S = \frac{5}{3100} = 0.16$ Ft per 100'

$HW = h_o + H + S_o L$ Assume $L = 50'$

$h_o = \frac{d_c + D}{2}$ $d_c = 5.4$ Ref. Plate 1-21

$h_o = \frac{5.4 + 9.3}{2} = 7.35$

$H = 1.62'$ REF. Plate 1-15

$S_o L = 0.08'$

$HW = 9.1$ Ft.

INV. ELEV.:

$100 - 5(0.16) = 99.2$

$\therefore$ Outlet Controls

{ HW = 11.0 Q = 1350 CFS
WATER SURFACE UP TO ROADWAY. }

II DAM FAILURE ANALYSIS

(A) STEP 1: RES. STORAGE S = 13,100 AF (SEE FIG. 3)

STEP 2: $QP_1 = 8/27\ W_b \sqrt{9}\ (Y_o)^{3/2}$ $W_b \approx 20'$. $Y_o \approx 28'$

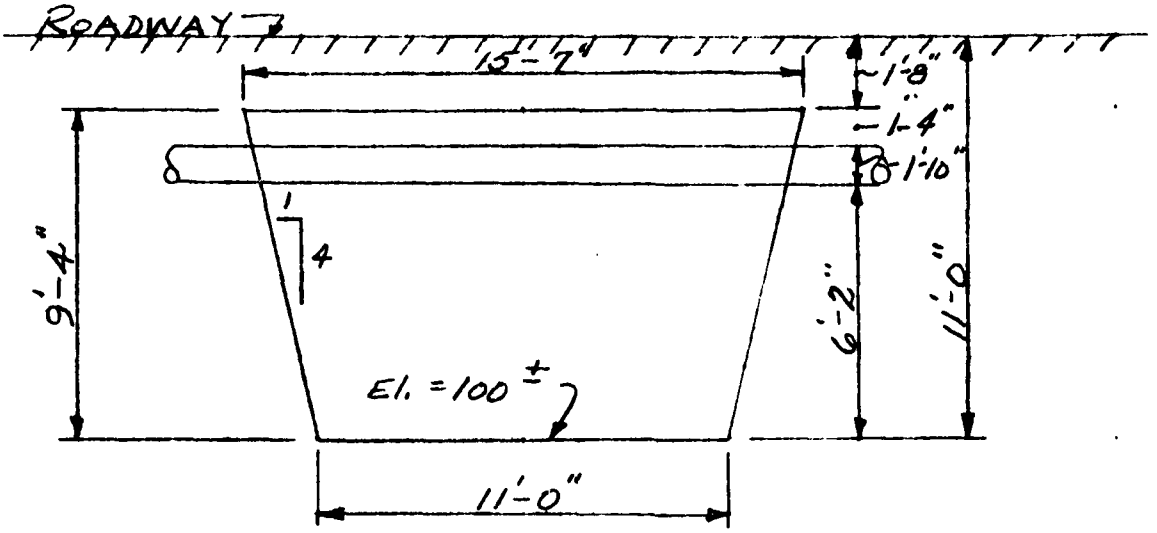
$QP_1 = 8/27(20)\sqrt{9}\ (28)^{3/2}$

$QP_1 = 4982$ CFS

STEP 3: Flows above 1250 CFS is a combination of pressure flow & weir flow over the road. Length of roadway up to Contour 120 is 1800 Ft.

SUBJECT SILVER LAKE DAM - BUCKSPORT, MAINE
COMPUTATION DOWNSTREAM DAM FAILURE HYDROGRAPHS
COMPUTED BY TMF CHECKED BY DATE 19 JUNE 78

CENTRAL ST. CULVERT



Information obtained by Preston Robinson (St Regis Paper Co.). Rec'd by Tel. on 16 Jun '78.

Analysis of max. spillway discharge

$Q = 950$ CFS Refer to EM 1110-345-284

(A.) Assume Inlet Control:

Avg. Width $= \frac{15.58 + 11.00}{2} = 13.3'$

$q = 950/13.3 = 71.4$ CFS

REF. PLATE 1-6 $HW/D = 0.9$

$HW = 0.9 \times 9.33 = 8.4$ ft

NED FORM 223
27 Sept 49.

NEW ENGLAND DIVISION
CORPS OF ENGINEERS, U.S. ARMY

PAGE

SUBJECT Silver Lake Dam
COMPUTATION Single spillway Rating curve (w/o "Flashboard" bulkhead)
COMPUTED BY Mattson CHECKED BY DATE 1/6/77

Rating curve for a single 20.5' long spillway w/ crest @ el. 124' MSL

$Q = C L H^{3/2}$ (disregard approach velocity)

use C = 4.0 for conservative estimate:

W.S. el.	"H"	Q (cfs, a single spillway)
124	—	—
5	1	82
6	2	232
7	3	426
8	4	656
9	5	917
130	6	1205
1	7	1518
2	8	1855

Total Q for 2 flashboard bulkheads removed + out flow from sluiceway w/ top @ el. 128

el.	Q_{TOT}
129	1854
130	2466
131	3139
132	3870

SUBJECT Silver Lake Dam
COMPUTATION
COMPUTED BY Matteson CHECKED BY RJO 17 Jan 80 DATE 12/29/77

2. Consider storage:

from Area-Capacity curve, 3200 Acre-ft. in going from el. 129.5 to 133 –

$$STO = \frac{(3200\ \text{Acre-ft})(43{,}560\ \frac{ft^2}{\text{Acre}})}{(3600\ \frac{ft^3}{\text{CFS-HR}})} = 38{,}700\ \text{CFS-HR}$$

Total Inflow = 57,600 CFS-HR
- STO = 38,700

18,900 CFS-HR = OVERFLOW

$$Q_{MOD} = \frac{18{,}900}{\frac{1}{2}(14.4)} = 2625\ \text{CFS}$$ ✓

From rating curve, depth of flow over entire dam is ~1.0' during PMF.

Note: there is an assumption inherent in this analysis that the flashboards (steel bulkheads) do not fail. If they fail, there is 3 feet of storage from spillway crest to top of dam; 18" of runoff would require 7.5' storage (not counting outflow).

Consider Reduced Flashboard ht. to el. 127'

$$STO = \frac{(4950\ \text{Acre-ft})(43560)}{3600} = 59{,}900\ \text{CFS-HR}$$

∴ STORAGE CAPACITY exceeds total inflow and the dam is not overtopped.

Try el. 128'

$$STO = \frac{(12{,}300-8{,}300)(43560)}{3600} = 48{,}400$$

$$Q_{MOD} = \frac{57{,}600-48{,}400}{\frac{1}{2}(14.4)} \approx 1300\ \text{CFS}$$ ✓

A check on Fig. 4 shows Q_{allow} ~ 1600 CFS ∴ OK ✓

NED FORM 223
27 Sept 49

NEW ENGLAND DIVISION
CORPS OF ENGINEERS, U.S. ARMY

PAGE 1/2

SUBJECT Silver Lake Dam - Buckspport, ME.
COMPUTATION Hydrologic Analysis
COMPUTED BY [redacted] CHECKED BY RJD 17 Jan DATE 12/29/77

Determination of PMF:

ref 1: Manley charts CFS vs D.A.
for D.A. = 5 S.M., PMF ≈ 1600 CFS/SM
→ Q_{max} = 8000 CFS

ref 2: Geological Survey Paper 1887
→ Q_{max} = 11,000 CFS (Region 1)

As the watershed topography is gently rolling, with a high proportion of natural storage, it seems that the lower value of Q_{max} = 8,000 CFS is the more realistic.

Because the reservoir storage capacity is significant, we cannot assume peak inflow = peak outflow. Therefore, develop triangular hydrograph and include storage effect.

Triangular Hydrograph:

Q_{max} = 8000 CFS, determine base time:

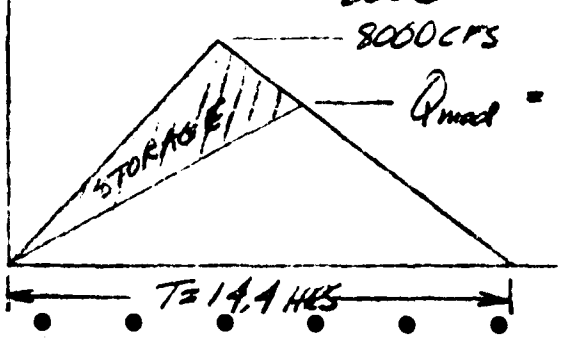
1. Assume 18" of runoff -
1 in/hr. precip. = 640 CFS-HR per S.M.

$$\text{Tot. Vol.} = \left(\frac{640 \text{ CFS-HR}}{\text{SM}}\right)(18)(5 \text{ SM}) = 57{,}600 \text{ CFS-HR}$$

$$\text{Tot. Vol.} = \tfrac{1}{2}(Q_{max})(T)$$

$$T = 2(\text{Tot Vol})/Q_{max}$$

$$= \frac{57{,}600\,(2)}{8000} = 14.4 \text{ HRS.}$$

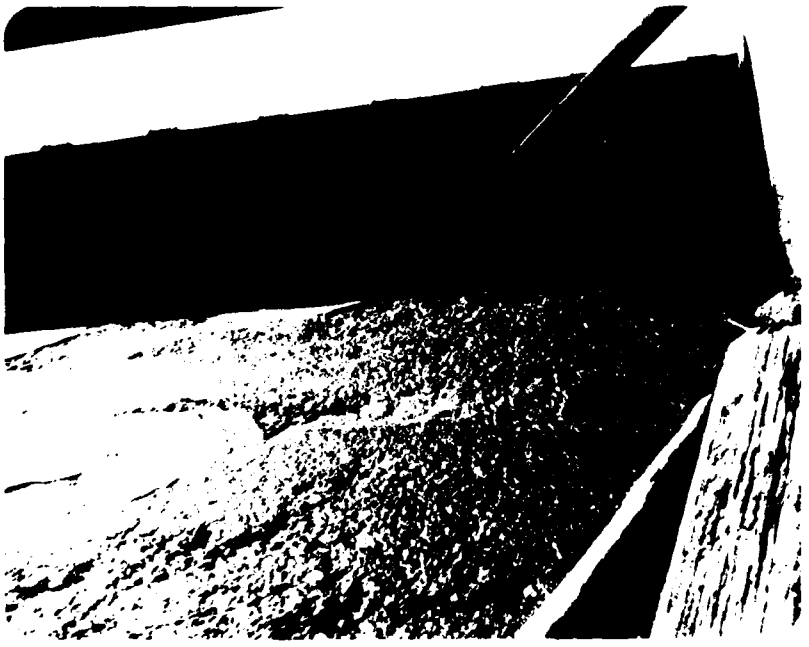


APPENDIX D

HYDROLOGIC AND HYDRAULIC COMPUTATIONS



No. 9 VIEW OF SLUICEWAY AND STOPLOGS FROM DOWNSTREAM SIDE



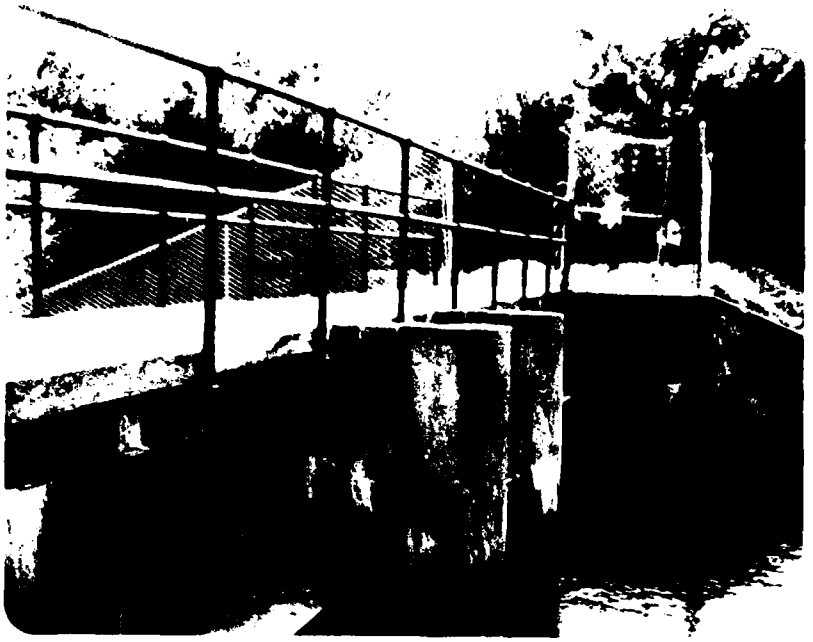
No. 10 VIEW OF PERMANENT BULKHEAD AND CONCRETE WEIR FROM DOWNSTREAM SIDE



No. 7 VIEW LOOKING EAST ALONG UPSTREAM SLOPE OF DAM EMBANKMENT



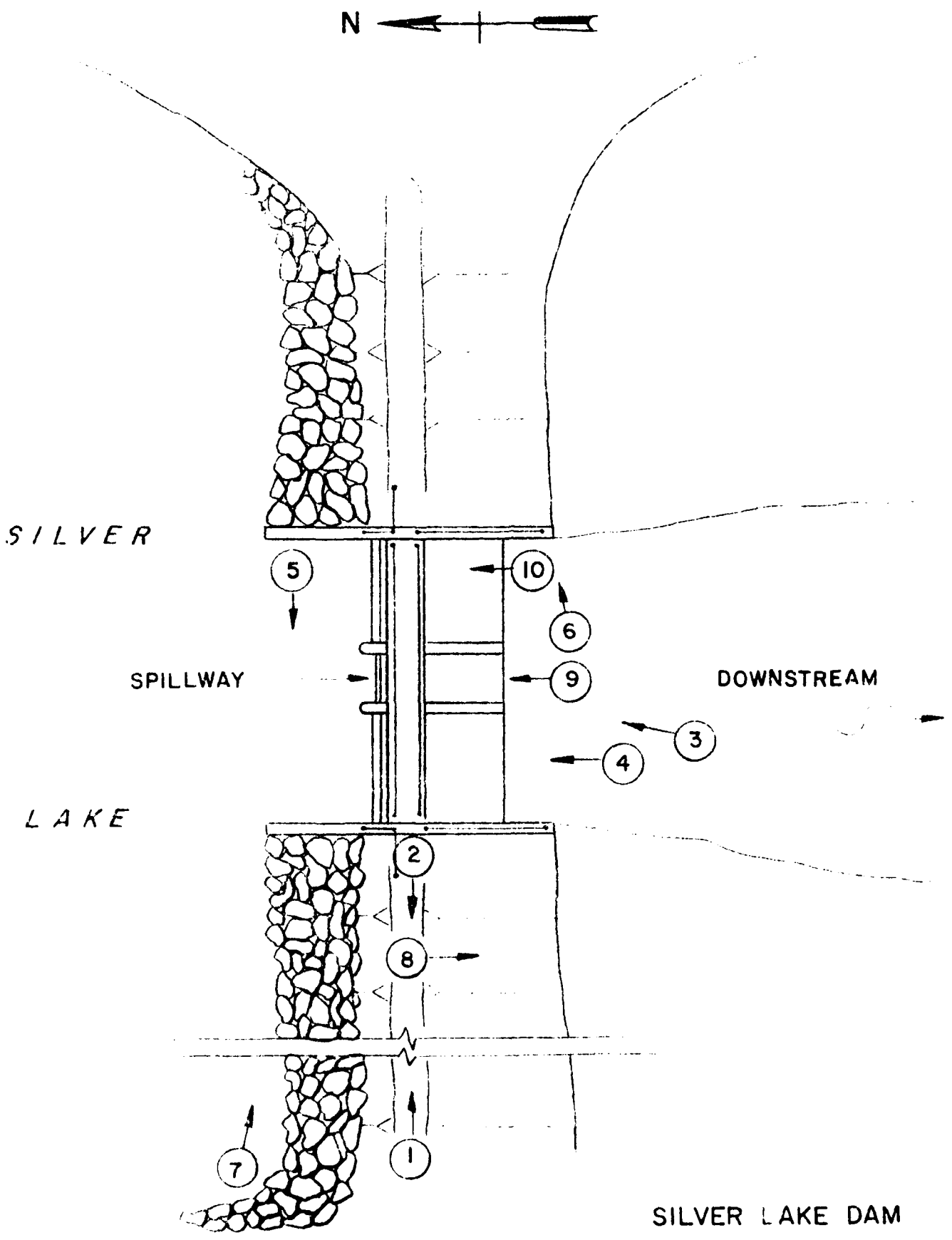
No. 8 FOUNDATION SEEPAGE (ORANGE COLORED) AT DOWNSTREAM TOE OF RIGHT SIDE EMBANKMENT



No. 5 VIEW LOOKING WEST AT UPSTREAM SIDE OF SPILLWAY & SERVICE BRIDGE



No. 6 VIEW OF DISCHARGE CHANNEL WALL (LEFT SIDE) - NOTE CRACKING EFFLORESCENCE AND SEEPAGE ON WALL



SILVER LAKE DAM

PHOTOGRAPH INDEX MAP

NED FORM 225
27 Sept 49

NEW ENGLAND DIVISION
CORPS OF ENGINEERS, U.S. ARMY

PAGE

SUBJECT Silver Lake Dam Inspection - Bucksport, ME

COMPUTATION Spillway Geometry

COMPUTED BY Matteson CHECKED BY DATE 12/21/77

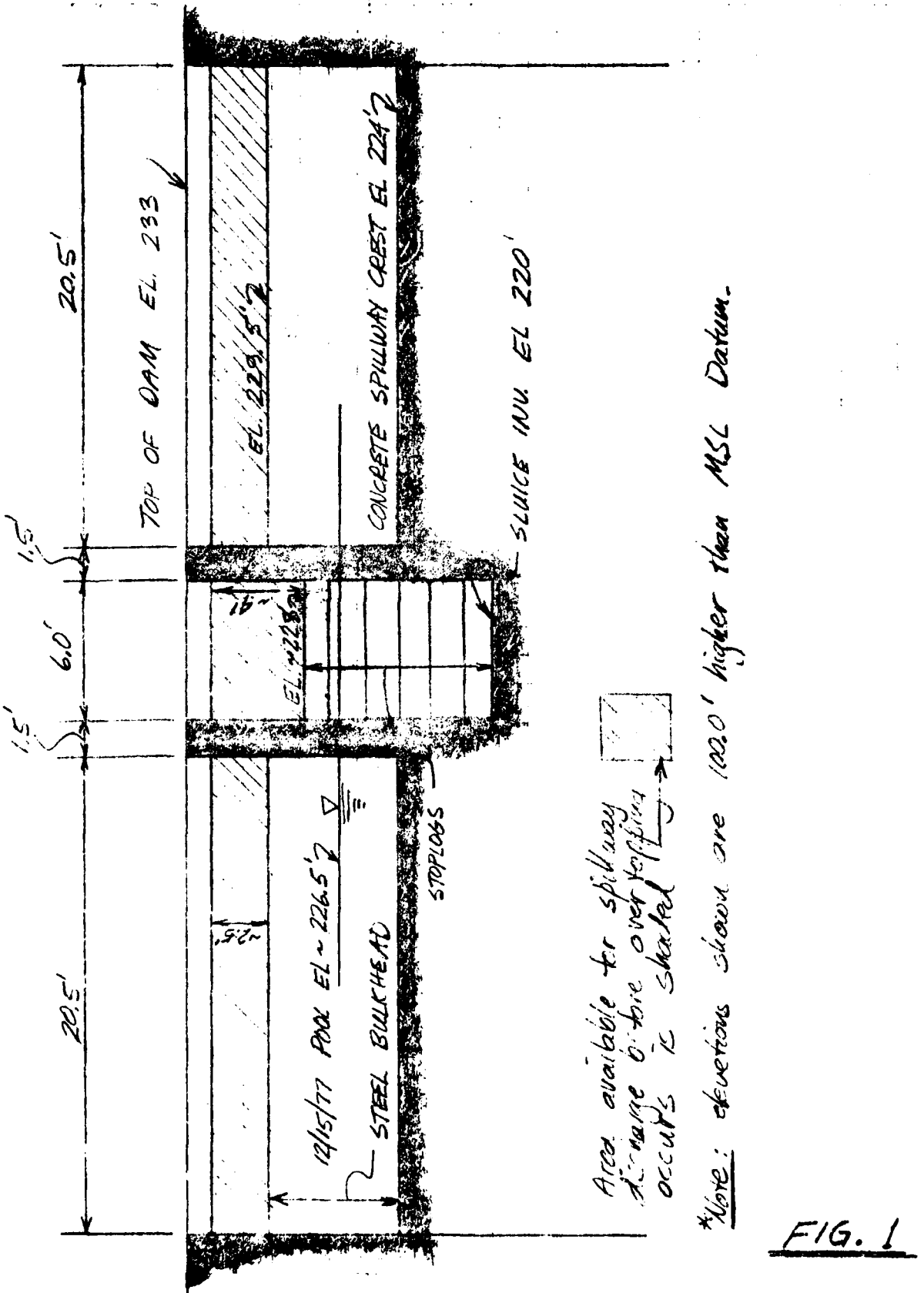


FIG. 1

Swazey Ledge
Moosehorn Stream
Orcutt Mtn
Jacks Mills
Whites
Jacob Buck Mtn
Silver Lake
Cobb Hill
Central
Penobscot
Maine
Hancock Co
Waldo Co
Duck Cove
Dam
Bucksport
Verona
Lucerne
Prospect
Marsh
Swamp
Lake

FIG 2

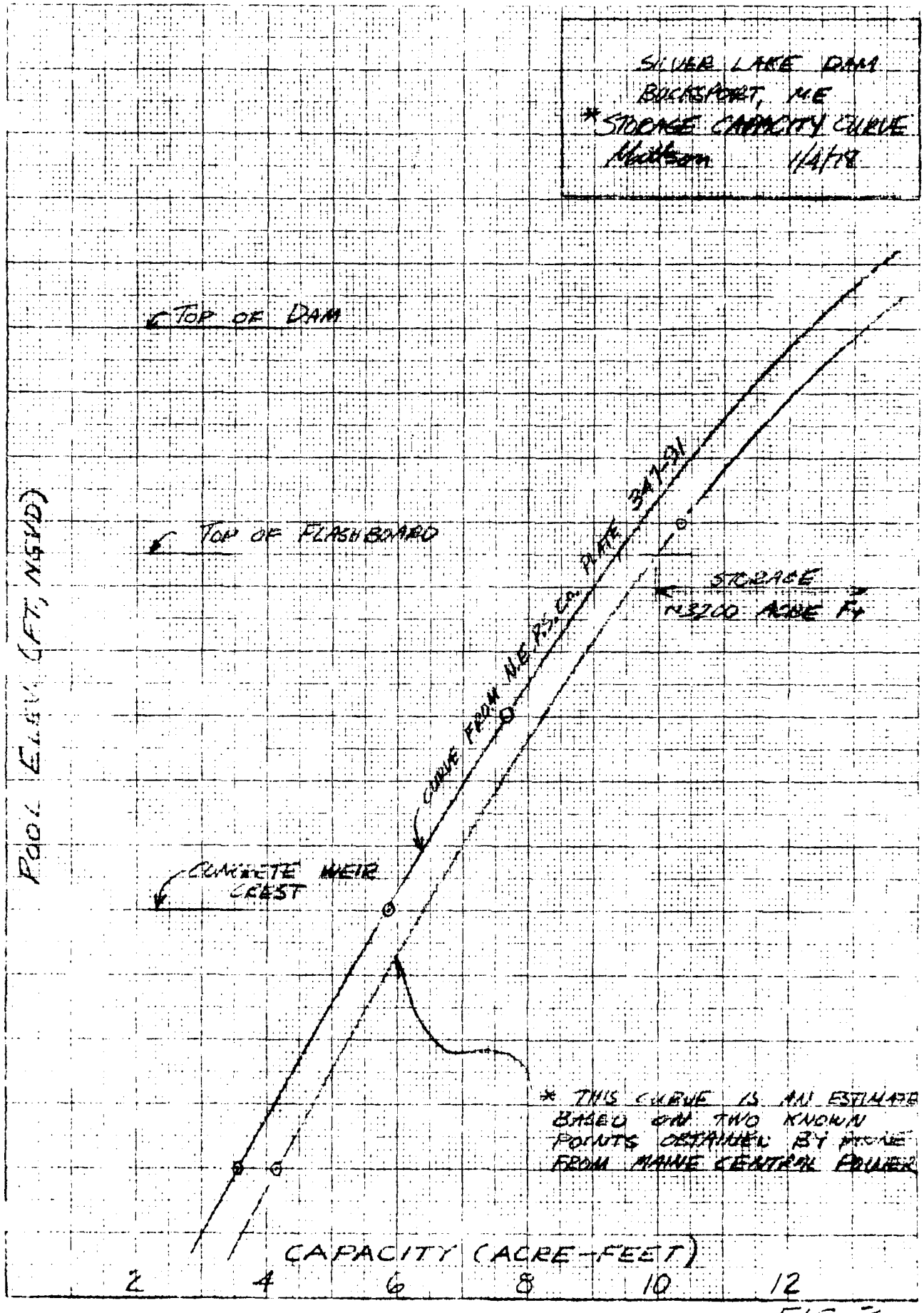

SILVER LAKE DAM
BUCKSPORT, ME
*STORAGE CAPACITY CURVE
Mattson 1/4/78
TOP OF DAM
TOP OF FLASHBOARD
PARK
STORAGE
@ 3200 ACRE FT
CURVE FROM M.E.P.C.
CONCRETE WEIR CREST
POOL ELEV. (FT, NGVD)
CAPACITY (ACRE-FEET)
2
4
6
8
10
12
* THIS CURVE IS AN ESTIMATE BASED ON TWO KNOWN POINTS OBTAINED BY PROBE FROM MAINE CENTRAL POWER

FIG. 3

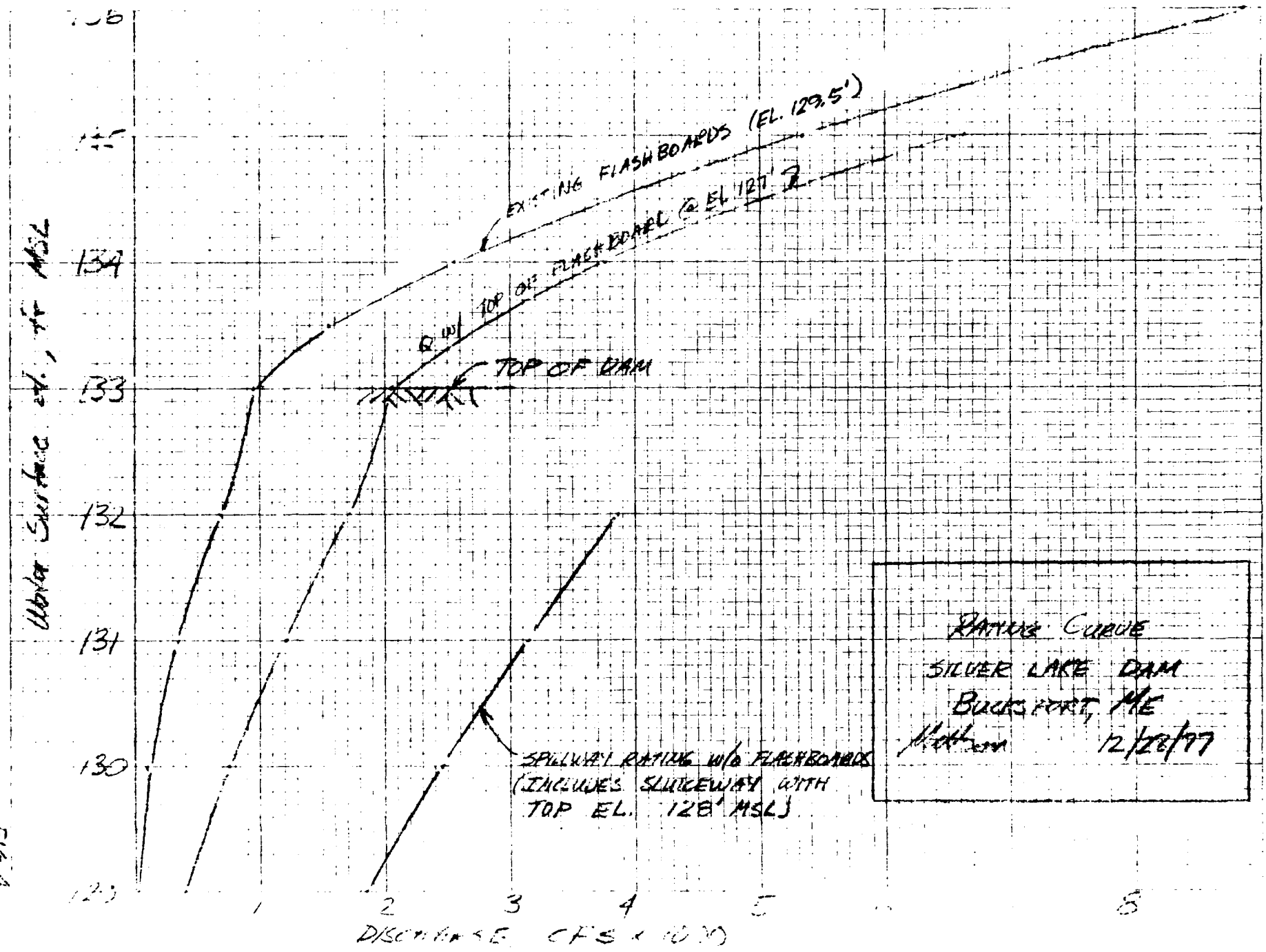

EXISTING FLASHBOARDS (EL. 129.5')
10" dia FLASHBOARD (@ EL 127')
TOP OF DAM
SPILLWAY RATING W/o FLASHBOARDS
(INCLUDES SLUICEWAY WITH
TOP EL. 128' MSL)
RATING CURVE
SILVER LAKE DAM
BUCKSPORT, ME
12/28/97
Water Surface el., ft MSL
DISCHARGE CFS x 1000
134
133
132
131
130
2
3
4
5

Fig 4

608

APPENDIX E

Information is contained in the
National Inventory of Dams

INVENTORY OF DAMS IN THE UNITED STATES

(1) STATE	(2) IDENTITY NUMBER	(3) DIVISION	(4) STATE	(5) COUNTY	(6) CONGR DIST.	(7) STATE	(8) COUNTY	(9) CONGR DIST.	(9) NAME	(10) LATITUDE (NORTH)	(11) LONGITUDE (WEST)	(12) REPORT DATE DAY | MO | YR
ME	147	NED	ME	009	02				SILVER LAKE DAM	4435.2	6847.4	05JAN79

(13) POPULAR NAME	(14) NAME OF IMPOUNDMENT
	SILVER LAKE

(15) REGION	(16) BASIN	(17) RIVER OR STREAM	(18) NEAREST DOWNSTREAM CITY–TOWN–VILLAGE	(19) DIST FROM DAM (MI.)	(20) POPULATION
01	02	TANNERY BROOK TR-PENOBSCOT R	BUCKSPORT	1	3000

(21) TYPE OF DAM	(22) YEAR COMPLETED	(23) PURPOSES	(24) STRUCTURAL HEIGHT (FT.)	(25) HYDRAULIC HEIGHT (FT.)	(26) IMPOUNDING CAPACITIES MAXIMUM (ACRE-FT.)	(27) NORMAL (ACRE-FT.)	DIST	OWN	FED R	PRV/FED	SCS A	VER/DATE
RECTPG	1930	S	29	29	12700	7700	NED	N	N	N	N	15JAN79

(28) REMARKS

(29) D/S HAS	(30) SPILLWAY CREST LENGTH	(31) SPILLWAY TYPE	(32) SPILLWAY WIDTH (FT.)	(33) MAXIMUM DISCHARGE (FT.)	(34) VOLUME OF DAM (CY)	(35) POWER CAPACITY INSTALLED (MW)	(36) POWER CAPACITY PROPOSED (MW)	(37) NAVIGATION LOCKS NO	(38) LENGTH (FT.)	(39) WIDTH (FT.)	(40) LENGTH (FT.)	(41) WIDTH (FT.)	(42) LENGTH (FT.)	(43) WIDTH (FT.)	(44) LENGTH (FT.)	(45) WIDTH (FT.)
1	470	U	50	4600	39500											

(46) OWNER	(47) ENGINEERING BY	(48) CONSTRUCTION BY
ST.REGIS PAPER CO.	N.E.PUBLIC SERVICE CO.	

(49) REGULATORY AGENCY DESIGN	(50) CONSTRUCTION	(51) OPERATION	(52) MAINTENANCE
NONE	NONE	NONE	NONE

(53) INSPECTION BY	(54) INSPECTION DATE DAY | MO | YR	(55) AUTHORITY FOR INSPECTION
NEW ENG. DIV.	31MAY78	PL.92-367

(56) REMARKS

REPRODUCED AT GOVERNMENT EXPENSE

END

FILMED

8-85

DTIC

EMERGENCY ACTION PLAN

ALAMOOSOOK LAKE DAM
44°35´32" N, 68°43´17" W

BUCKSPORT MILL, LLC
2 River Road
Bucksport, Maine
NOVEMBER 2020

UPDATE APPROVED BY:

JEFF MCGLIN, OWNER- BUCKSPORT MILL, LLC

NOVEMBER 2020

Verification

State of Maine

County of Hancock, ss:

The undersigned, being first duly sworn, states that he/she has read the Alamoosook Lake Dam Emergency Action Plan and knows the contents of it and that all of the statements contained in that document are true and correct, to the best of his/her knowledge and belief.

_____
Bucksport Mill, LLC

Sworn to and subscribed before me this _____ day of _____, 20_____.

_____
Signature of notary public or
other state or local official
authorized by law to notarize documents.

ALAMOOSOOK LAKE DAM
EMERGENCY ACTION PLAN

BUCKSPORT MILL, LLC

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I. INTRODUCTION

AIM Development USA, LLC purchased the Verso Bucksport Mill, LLC facility in January of 2015 and maintains ownership under the operating name of Bucksport Mill, LLC. In 2015, the pulp and paper processes and ancillary equipment operations were discontinued. The power generation facility, which uses some water from the dams, continues to operate as a separate entity under the name of Ironclad Energy Partners, LLC. Bucksport Mill, LLC owns the water rights for Alamoosook Lake, Silver Lake, and Toddy Pond and has entered into a contractual agreement with Ironclad Energy Partners, LLC to supply the volume of water required for the power plant operations. As part of this contract, Ironclad Energy Partners, LLC is responsible for operating, maintaining, and completing routine inspections of Alamoosook Lake Dam.

II. NOTIFICATION FLOW CHART

The Notification Flow Chart (**Figure I**) will be prominently posted at the Bucksport Mill, LLC offices and Ironclad Energy Partners, LLC control room. It will also be available to all facility personnel via the facility's intranet sites.

The notification process outlined on the Notification Flow Chart is identical for either an **ACTUAL** failure or an **IMPENDING/IMMINENT** failure of Alamoosook Lake Dam.

III. PURPOSE AND DISTRIBUTION

The sudden release of water stored behind the Alamoosook Lake Dam presents a potential hazard to downstream inhabitants and property. To minimize the chances for loss of life and property damage, it is important to respond quickly to a potentially hazardous situation and to provide a coordinated response effort that clearly assigns major areas of responsibilities. The first few hours following the realization of an impending or actual failure often makes the difference between a haphazard and ineffective reaction effort and a coordinated and effective response.

This Emergency Action Plan (EAP) is intended to outline a coordinated and effective emergency response. It is essential that the proper organizations and agencies be notified in a timely manner so that the properly trained personnel can effectively perform the functions that they are most qualified to do.

The EAP will be distributed to each agency indicated on the notification list and as outlined below:

1. Bucksport Mill, LLC – Owner/Operator
2. Ironclad Energy Partners, LLC – Control Room - Operator
3. 911 Dispatch
4. Orland Fire Department
5. Bucksport Fire / Police
6. Maine State Police
7. Hancock County Regional Communication Center
8. Hancock County Emergency Management Agency
9. MEMA
10. National Weather Service
11. Town of Bucksport – Public Works Department
12. Maine Department of Transportation
13. Alamoosook Lake Association
14. Bangor Gas
15. Maine Water Company

IV. DESCRIPTION OF ALAMOOSOOK DAM AND NARRAMISSIC RIVER

Alamoosook Lake Dam

The Alamoosook Lake Dam is located at the outlet of Alamoosook Lake in the Town of Orland, Maine at the head of the Narramissic River. The structure is used to regulate the water level of Alamoosook Lake and to transfer water to Silver Lake, which serves as the supply reservoir for the Town of Bucksport and Ironclad Energy Partners, LLC. A pump station, approximately 250 feet downstream of the Alamoosook Lake Dam, is used to pipe water overland from Alamoosook Lake to Silver Lake in the Town of Bucksport. A fish ladder in the dam provides passage for the seasonal migration of alewives.

The dam is a concrete gravity structure equipped with a sluice gate, pump intake, spillway, fish ladder, and abutment sections. All elevations in this EAP are approximate National Geodetic Vertical Datum of 1929 (NGVD_29), as converted from site datum which is an estimated 100 feet higher than USGS data.

In the center of the structure is a five-foot wide wooden sluice gate with a sill elevation of 13.5 feet (USGS), approximately 7.8 feet below the normal lake elevation of 21.3 feet. The concrete gate structure is abutted to the north by the concrete intake structure, which has an overtopping elevation of 25.0 feet. A concrete ogee spillway approximately 70.0 feet long abuts the gate structure on its south side and has a permanent crest elevation of 20.0 feet. Flashboards 1.3 feet in height bring the normal pond elevation to 21.3 feet. The bottom of the spillway is at elevation 6.5 feet. The south abutment of the dam is two feet thick and has an elevation of 23.0 feet. This abutment is approximately 15.0 feet long and is tied into bedrock. North of the intake is a fish ladder and concrete abutment. The north abutment, at elevation 26.0 feet, is approximately 30.0 feet long with a thickness of two feet.

The Alamoosook Lake Dam impounds approximately 6,973 acre-feet of water at the normal pond elevation of 21.3 feet, with a surface area of 1,180 acres. The drainage area contributing to the site is 94 square miles. When the lake elevation is below elevation 21.3 feet (20.0 feet when the flashboards are out), the principal means of releasing water is through the sluice gate. A small volume of the total flow is supplemented by the fish ladder.

Narramissic River

The Narramissic River flows from Alamoosook Lake to the Orland Village Dam, approximately 2.5 miles to the southwest of the Alamoosook Lake Dam. The Orland Village Dam, which has a crest elevation of 7.8 feet (USGS), backwaters the Narramissic River to within several hundred feet of the Alamoosook Dam. The Orland Village Dam separates the Narramissic River from the Orland River estuary.

Due to the backwater influence of the Orland Village Dam, the Narramissic River is wide and sluggish. A single small tributary, Whites Brook, enters the river about one mile downstream of Alamoosook Lake. On the west side of the Narramissic River, approximately 0.5 miles downstream of the Alamoosook Dam, is the confluence of Whites Brook and the Narramissic River. Bridges spanning the Narramissic River include the Upper Falls Road Bridge which includes four culverts approximately 12.5 feet in diameter, the Route 1 Bridge, and the Route 175 Bridge.

Little information exists about watershed hydrology, lake levels, and historic flows at the Alamoosook Lake Dam. From lake level records provided by Verso Paper for the period January 1960 through August 1998, a peak lake level of 25.0 feet (estimated USGS datum) occurred in December 1969. The flow in the Narramissic River was unknown. For the present dam configuration, a lake level of 25.0 feet would result in a calculated 3,089 cubic feet per second (cfs) of overtopping flow (5.0 feet over the permanent crest of

the spillway and 2.0 feet over the north abutment) with an unknown amount of gate flow. Assuming a maximum gate opening of 8.0 feet, the gate could contribute as much as 580 cfs of additional flow. Typically, Alamoosook Lake levels are between elevations 20.0 feet and 22.0 feet, with the lowest levels occurring during September and October.

The Alamoosook Lake has drainage area of approximately 94.0 square miles. Maine watersheds average annual flows are approximately 2.0 cubic feet per second per square mile (cfs/mi^2) according to gauged basin records. The average annual flow for the Alamoosook Lake drainage is therefore estimated to be 188.0 cfs.

V. ALAMOOSOOK LAKE DAM EMERGENCY CONTACT INFORMATION

Attachment I (Alamoosook Lake Inundation Area) depicts the impacted area on an aerial photographic map. The following tables identify the residents and infrastructure that exist within the inundation areas as identified on this map. This information was collected by Verso Paper employees and was confirmed by officials from the Town of Orland and the Town of Bucksport.

The following residents in **Table I** have been identified as living within the inundation area for the Alamoosook Lake Dam. Should this EAP be activated, the Orland Fire Department will coordinate notifications of these residents. In addition, they will coordinate notifications for the owners of the infrastructure identified in **Table II**.

TABLE I – RESIDENTS IN INUNDATION AREA

Last name	***First Name***	***Location***	***Map/Lot***	***Tel. no.***
Town of Orland List				
Trust	Joe & Lois Armocida, Timothy Robinson	128 Lower Falls Road	009-050	(352) 686-7493
Robshaw	Gail	220 Lower Falls Road	009-052	469-6487
Kennedy	Trevor	211 A Lower Falls Road	009-053-A	469-6340
Baillargeon	Lori	211 C Lower Falls Road	009-053	Not Listed
Baillargeon	Lori	211 B Lower Falls Road	009-053-ON	Not Listed
Wardwell	Richard and Mary	201 Lower Falls Road	009-054	469-0799
Malenfant	Michael and Corinne	187 Lower Falls Road	009-054-A	469-0811
Wight	Linda	240 Lower Falls Road	009-077-1	469-6065
Davis	Virginia and David	92 Narramissic Drive	009-048	469-2476
Carlson	Richard and Joanne	Narramissic Drive	009-049	469-1131
Woods	Eugene and Joan	36 Narramissic Drive	019-018	(978) 531-6512
Zepp	Gregory and Paulene	Narramissic Drive	019-020	Not Listed
Kimball	Alvion and Cynthia	5 Narramissic Drive	020-035	469-1140

TABLE I – RESIDENTS IN INUNDATION AREA				
Last name	***First Name***	***Location***	***Map/Lot***	***Tel. no.***
Town of Orland List				
Krista Hastings	Littlebird Properties, LLC.	98 Castine Road	020-036	469-1070
Wentworth	Nancy and Catherine	106 Castine Road	020-037	469-2562
Gray	John	52 Lower Falls Road	021-003	469-2237
Deans	Michael and Anita	62 Lower Falls Road	021-004	217-3877
Brewer	Conni	66 Lower Falls Rd.	021-005	(678) 391-8467
Coombs	Jeremy and Nicole	76 Lower Falls Road	021-007	469-3669
Foss	Steven and William	100 Lower Falls Road	021-010	469-7088
Freeman	Katherine and James	104 Lower Falls Road	021-011	469-3341
Hutchins	Barton	Lower Falls Road	022-001-B	469-7385
Hutchins	Barton	Lower Falls Road	022-001-A	469-7385
Crawford	D. Peavy and Janet	40 Lower Falls Road	022-002-A	Not Listed
Fisher	R.E.	44 Lower Falls Road	022-002	Not Listed

TABLE I – RESIDENTS IN INUNDATION AREA				
Town of Bucksport				
Grant	David	115 and 116 Gant Lane	003-028 003-029	469-7185
Hand	Wayne and Lynne	397 State Route 46	003-032	469-7612

Table II – Infrastructure in Inundation Area			
Route	***Type***	***Owner***	***Description***
Upper Falls Road	Bridge	Town of Orland	This bridge includes four culverts approximately 12.5 feet in diameter
Route 1	Bridge	MDOT	Long bridge spanning the entire length of the river and the banks.
Rt. 175	Bridge	MDOT	Long bridge spanning the entire length of the river and the banks (Note: the bridge is not very tall)

VI. EMERGENCY CONDITIONS

The response to a failure condition at the Alamoosook Lake Dam will depend on the type of failure and the flow conditions at the time of the failure.

An emergency condition of the Alamoosook Lake Dam must be identified as one of the two conditions below:

Impending or Imminent Failure - any condition that is likely to result in the uncontrolled and unscheduled release of water under, around, or through the dam. In the case of an **Imminent** or **Impending Failure**, an uncontrolled flow release has not yet occurred.

Actual failure - an uncontrolled and unscheduled release of water occurring or actively developing.

A failure condition of the Alamoosook Lake Dam must also be identified as occurring either under normal flow conditions or under flood flow conditions. Under normal flow conditions, the lake level is at the top of the main spillway flashboards (elevation 21.0 feet). In flood flow conditions, significant amounts of water would pass over the spillway and/or through the discharge gate.

VII. EAP ACTIVATION

"Activation Levels" for State Regulated Dams

EAP Activation – Level 1 (READY) – The EAP is accepted by all involved agencies and is considered fully functional. Once agencies read and agree to this EAP, the EAP will always be activated at **Level 1**. The Owner agrees to conduct an annual communications test. Any changes to the document as a result of this test or from other changes within an Agency must be provided to Maine Emergency Management Agency (MEMA) as soon as possible. **(Use EAP Agreement Form next page.)**

EAP Activation – Level 2 (SET) – Any developing situation which involves an **Impending** or **Imminent Failure** would activate **Level 2** status. Calls would be initiated using the Notification Flow Chart. **Level 2** activation places the dam under regular surveillance by trained personnel. Triggers for **Level 2** activation of the EAP should be anything, in the opinion of the dam owner or observer, which could lead to dam failure. These may include, but are not limited to gate failure, blocked spillway (by debris, ice or other), mis-operation, developing defect, flood warning, continuing heavy rain, an earthquake, ground movement, or developing seepage.

EAP Activation – Level 3 (GO) – **Level 3** status would be declared for an **Actual Failure** of the dam and emergency evacuations are necessary. This type of situation could also include uncontrolled and unexpected release of water. A **Level 3** status may be the progression of a situation previously categorized as **Level 2**, but that has worsened. Calls would be initiated using the Notification Flow Chart indicating that the EAP is now at **Level 3**. In the event of an elevation in status from **Level 2** to **Level 3**, calls should be made again informing all Agencies of the change.

EAP Activation - Level 1 EAP AGREEMENT FORM

By my signature, I acknowledge that I, or my representative, have reviewed this plan and concur with the tasks and responsibilities assigned herein for me and my organization.

1. _____
Signature Organization Date
Printed Name and Title: *Robert Conary - Fire Chief, Orland Fire Department*

2. _____
Signature Organization Date
Printed Name and Title: *Michael Denning - Deputy Fire Chief, Bucksport Fire Department*

3. _____
Signature Organization Date
Printed Name and Title: *Sean Geagan - Director of Public Safety, Bucksport Police Department*

4. _____
Signature Organization Date
Printed Name and Title: *Lt. Roderick P. Charette - Commanding Officer, Maine State Police Troop J*

5. _____
Signature Organization Date
Printed Name and Title: *Robert Conary - Director, Hancock County Regional Communication Center*

6. _____
Signature Organization Date
Printed Name and Title: *Andrew Sankey - Hancock County Emergency Management Agency*

7. _____
Signature Organization Date
Printed Name and Title: *David Michaud* - Superintendent, The *Maine Water Company*

8. _____
Signature Organization Date
Printed Name and Title: *Susan Lessard - Town Manager, Town of Bucksport*

9. _____
Signature Organization Date
Printed Name and Title: *Steve Thebarge - Eastern Region Manager, Maine Department of Transportation*

10. _____
Signature Organization Date
Printed Name and Title*: Jeff McGlin - Owner, Bucksport Mill LLC*

11. _____
Signature Organization Date
Printed Name and Title: *Ralph Leidy - Plant Manager, Ironclad Energy Partners LLC*

VIII. TERMINATION

Whenever the EAP has been activated, an emergency level has been declared, all EAP actions have been completed, and the emergency is over, the EAP operations must eventually be terminated and follow-up procedures completed.

Termination Responsibilities

The town, city or county official in charge is responsible for terminating EAP operations and relaying this decision to the dam Owner. It is then the responsibility of each person to notify the same group of contacts that he or she notified during the original event notification process to inform those people that the event has been terminated.

Prior to termination, the owner should inspect the dam (in coordination with a professional engineer) to determine whether any damage has occurred that could potentially result in loss of life, injury, or property damage. If it is determined that conditions do not pose a threat to people or property, the Owner's engineer may advise the town, city, or county official to terminate EAP operations as describe above.

The Owner shall document the emergency event and assure all appropriate actions were taken and shall provide such documentation to MEMA.

IX. PLANS FOR TRAINING, TESTING, AND BIENNIAL REVIEW

1. Posting the EAP

Copies of this EAP are available at the locations listed in Section II of this plan. Project operations, attendants, and other responsible persons will be informed of the existence of this EAP and instructed on the procedures to be followed through a project emergency.

2. Annual Review

This EAP will be reviewed and updated annually. When any updates are made to this EAP, copies of the updated EAP will be provided to all plan holders and all appropriate Bucksport Mill, LLC and Ironclad Energy Partners, LLC personnel will be informed of the updated EAP.

3. Annual Test of the State of Readiness

Key licensee personnel responsible for actions during an emergency will be tested annually to assure that they know and understand the procedures to be followed and actions required during an emergency situation. The annual test will involve a simulated drill for one of the emergency situations. Coordination and consultation with local government, law enforcement officials, and other organizations will be made in order to enhance the realism of the test.

The EAP Coordinator will be responsible for conducting the test and determining if the test was successful. The EAP Coordinator will inform emergency personnel and MEMA of the exact time and date the test will be conducted and will evaluate the response time of the test.

The EAP Coordinator will furnish MEMA, with a statement that the EAP has been tested and will include a critique of the test in the comprehensive review. The critique will not only address concerns regarding telephone contacts but will evaluate the time it took to complete the test and identify areas of improvement. The Coordinator will verify that all personnel had the most recent version of the EAP.

Annual Testing

Once a year for significant and high hazard dams, the Owner shall conduct or arrange to have conducted a test of the emergency notification procedure.

The Owner or designee will initiate the test by calling 9-1-1, and indicating:

"This is a test of the Emergency Action Plan for the ALAMOOSOOK LAKE DAM in Orland."

Each person responsible for making calls, as indicated on the Notification Flow Chart, will make contacts as indicated, stressing that this is a **test of the procedures**.

Report results using the form provided as **Figure II.**

4. Five Year Review

The Owner (or Owner's representative) will conduct emergency simulations of the EAP for the Alamoosook Lake Dam every five years or when a significate change of management occurs. This simulation is coordinated with responding agencies and is evaluated for effectiveness and timeliness of notification.

Agencies that do not attend the refresher seminar and that are included in this report will be verbally tested by phone to assure that the telephone number is still valid, the Officer on Duty or dispatcher knows what the EAP is, where it is located, and what their responsibilities are. All non-emergency telephone numbers listed on the Notification Flow Chart will be tested and all emergency phone numbers will be verified.

The Owner (or Owner's representative) will provide MEMA with a comprehensive review of the adequacy of the EAP. The review will include an attendance list of the personnel involved in the five-year training seminar, a description of the topics discussed, and a copy of all correspondence received from the agencies that did not attend the seminar. A determination of any new developments or other changes downstream or elsewhere will be made to determine whether any revisions to the current EAP are necessary. Updates of the EAP will be furnished to MEMA and the other holders of the EAP immediately following the comprehensive review or upon becoming aware of changes essential to the successful implementation of the EAP.

Figure II

Emergency Action Plan Test Notifications Form

I conducted a test of the EAP for the **ALAMOOSOOK LAKE DAM**, in Orland**,** Maine on _____.

Check the box that applies:

_____ All contacts were made in accordance with the most recent flowchart.

_____ Some contacts were not made, but all participants are aware of their role in the plan and have a copy of the EAP.

_____ Other

Comments:

_____
_____
_____
_____
_____
_____
_____
_____
_____

Signed: _____
Date

Return to: Dam Safety Administrator/ EAP Coordinator
Maine Emergency Management Agency
72 State House Station
Augusta, ME 04333

X. EVACUATION PLAN

Upon notification that an impending dam failure condition exists at the Alamoosook Lake Dam, the following actions will be taken in numerical ascending order:

1. **911 Dispatch (Hancock County Regional Communication Center)** will notify:
   - Orland Fire Department; Bucksport Police/Fire; Ironclad Energy Partners, LLC Control Room; State Police; Hancock County Sherriff; and Hancock County Emergency Management Agency in that order.

2. **Bucksport Police/Fire** notifies Bucksport Public Works, and the Maine Department of Transportation in that order.

3. **Ironclad Energy Partners, LLC Security** will notify:
   - **First**: Ironclad Energy Partners, LLC, LLC Power Plant Control Room.
   - **Second**: Ironclad Energy Partners, LLC, LLC Power Plant Manager.

4. **Ironclad Energy Partners, LLC Power Plant Control Room** will notify:
   - **First**: Ironclad Energy Partners, LLC Plant Manager; Maine Water Company; Bangor Gas; Central Maine Power; ISO New England; and the Alamoosook Lake Association in that order.
   - **Second:** Send power plant personnel immediately to the Alamoosook pump house to shut off power to the water pumps and to close any valves necessary to cease water flow.

5. **Orland Fire** shall establish a Command Post for handling the dam emergency condition.

6. **Orland Fire** and **Bucksport Police/Fire** shall initiate the notification procedures and advise residents in the areas designated on the inundation maps that an emergency situation exists. Notification should commence at the Alamoosook Lake Dam and work downstream. Resident evacuation assembly area will be located at Orland Fire station. The primary impact areas are as follows:
   - Bridge on Upper Falls Road and adjacent area;
   - Residences along Lower Falls Road and adjacent area;
   - Bridge on Route 1 and adjacent area; and
   - Bridge on Route 175 and adjacent area.

7. **Orland Fire** shall contact the **Bucksport Public Works** and the **Maine Department of Transportation** to coordinate response procedures, such as road closures. The primary impact areas are as follows:
   - Bridge on Upper Falls Road and adjacent area;
   - Bridge on Route 1 and adjacent area; and
   - Bridge on Route 175 and adjacent area.

8. **Orland Fire and Bucksport Police/Fire** shall remain in contact with **Ironclad Energy Partners, LLC** for status reports on the emergency. They will also stay in communication with all other civil emergency agencies, apprising each of the emergency status and coordinating each of their efforts.

APPENDIX A

GENERAL RESPONSIBILITIES UNDER EMERGENCY ACTION PLAN

The Alamoosook Lake Dam is owned and operated by Ironclad Energy Partners, LLC. The primary responsibility for emergency actions at the dam remains with Bucksport Mill, LLC unless a civil authority exercises some type of judicial or emergency powers to alleviate or eliminate an impending or actual failure.

Bucksport Mill, LLC has no police power or civil power; therefore, it is the responsibility of the various governmental agencies and departments to provide warnings, traffic control, fire protection, and other such functions. The Maine Emergency Management Agency (MEMA) is responsible for providing a means for the coordination of state and private organizations responding to an emergency or disaster situation. Emergency Action Plans are maintained at the State Emergency Operations Center (EOC) in Augusta, Maine. Upon notification, MEMA will respond and coordinate action for an impending or actual failure at the Alamoosook Lake Dam by implementing and coordinating the appropriate sections of the Action Plan. MEMA maintains a 24-hour notification system with a Duty Officer available by radio pager. Notification during normal business hours is by telephone, direct to MEMA headquarters. The same number will be answered by the Maine State Police headquarters dispatch center at other times, providing message relay to the MEMA Duty Officer.

It is important to notify all appropriate agencies and people but is also important that this notification be done by predetermined sources to avoid confusion and divided responsibilities. This will avoid possible omissions and add credibility and reliability to the notification system. The division or responsibilities outlined above will provide for rapid and coordinated response efforts to an impending or actual dam failure at the Alamoosook Lake Dam.

Mr. Jeff McGlin, Bucksport Mill, LLC, will serve as the EAP Coordinator for the Alamoosook Lake Dam. As EAP Coordinator, Mr. McGlin is also responsible for updating the EAP as required, conducting training seminars and the five-year review. Any questions regarding the plan should be directed to Mr. McGlin.

APPENDIX B

PREVENTIVE ACTIONS

A. General Provisions for Surveillance

The Alamoosook Lake Dam is unmanned, but nonetheless, site visits and visual site inspections are made by Bucksport Mill, LLC personnel on a biannual and as needed basis for water level control (refer to **Attachment II**, **Bucksport Mill, LLC Dam Inspection Procedure and corresponding Dam Inspection Checklist Form**). However, during high water conditions, these inspections can be more frequent. All site inspections are recorded and kept on file at the Bucksport Mill, LLC facility.

B. General Surveillance of Unmanned Project

The Alamoosook Lake Dam is owned by Bucksport Mill, LLC and operated on their behalf by Ironclad Energy Partners, LLC personnel. This facility is approximately a 5- to 10-minute drive from the Ironclad Energy Partners, LLC generation plant. During high water conditions and/or unusual events, Ironclad Energy Partners, LLC personnel are on site on a regular basis. Residents living on or around the lake provide continual monitoring of the lake level and dam condition to Ironclad Energy Partners, LLC personnel. Ironclad Energy Partners, LLC personnel maintain levels in the lake in accordance with an established rule curve. Typically, flows out of the lake vary. Upon receipt of such calls, personnel are dispatched to check the structure or make changes to the discharge gate.

C. Response during Periods of Darkness

Access to the Alamoosook Lake Dam is restricted. Notification procedures will require no special measures because of darkness. Delay in the response time is not expected.

D. Response during Periods of Adverse Weather

Access to the Alamoosook Lake Dam during winter months will be by vehicle. Should a problem be noted, local contractors would be called to plow the road for access by construction equipment. No other special requirements are required for response during periods of adverse weather. The monitoring of the dam will be unaffected by weather. The notification process of residents by local police should not be affected. Delay in response time is not anticipated.

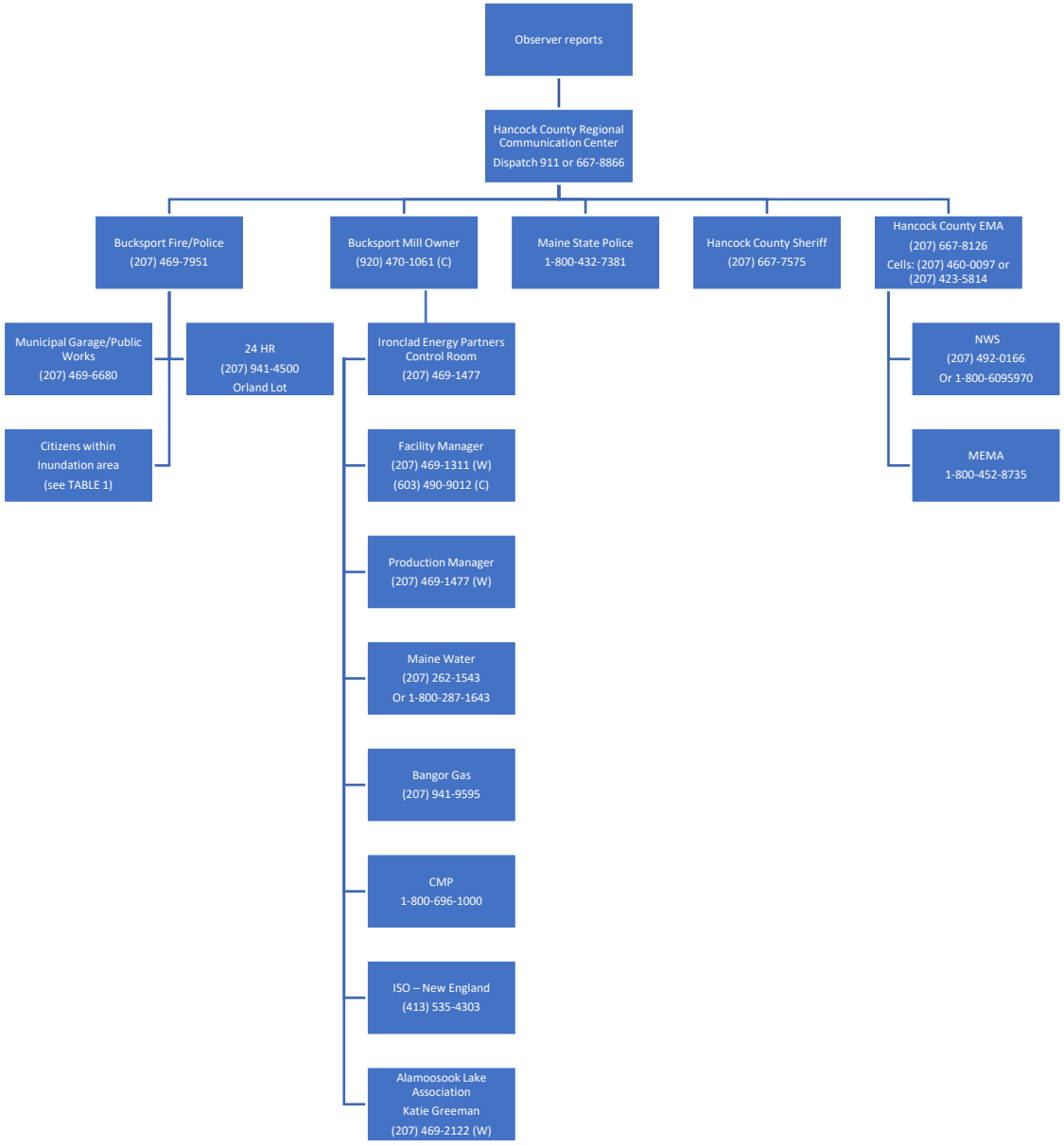
E. Alternate Methods of Communication

Ironclad Energy Partners, LLC maintains two-way radio communication with their crews. Should telephone communication be interrupted, radio communication will be used. Responding agencies will be advised of the operating frequency.

F. Emergency Supplies and Resources

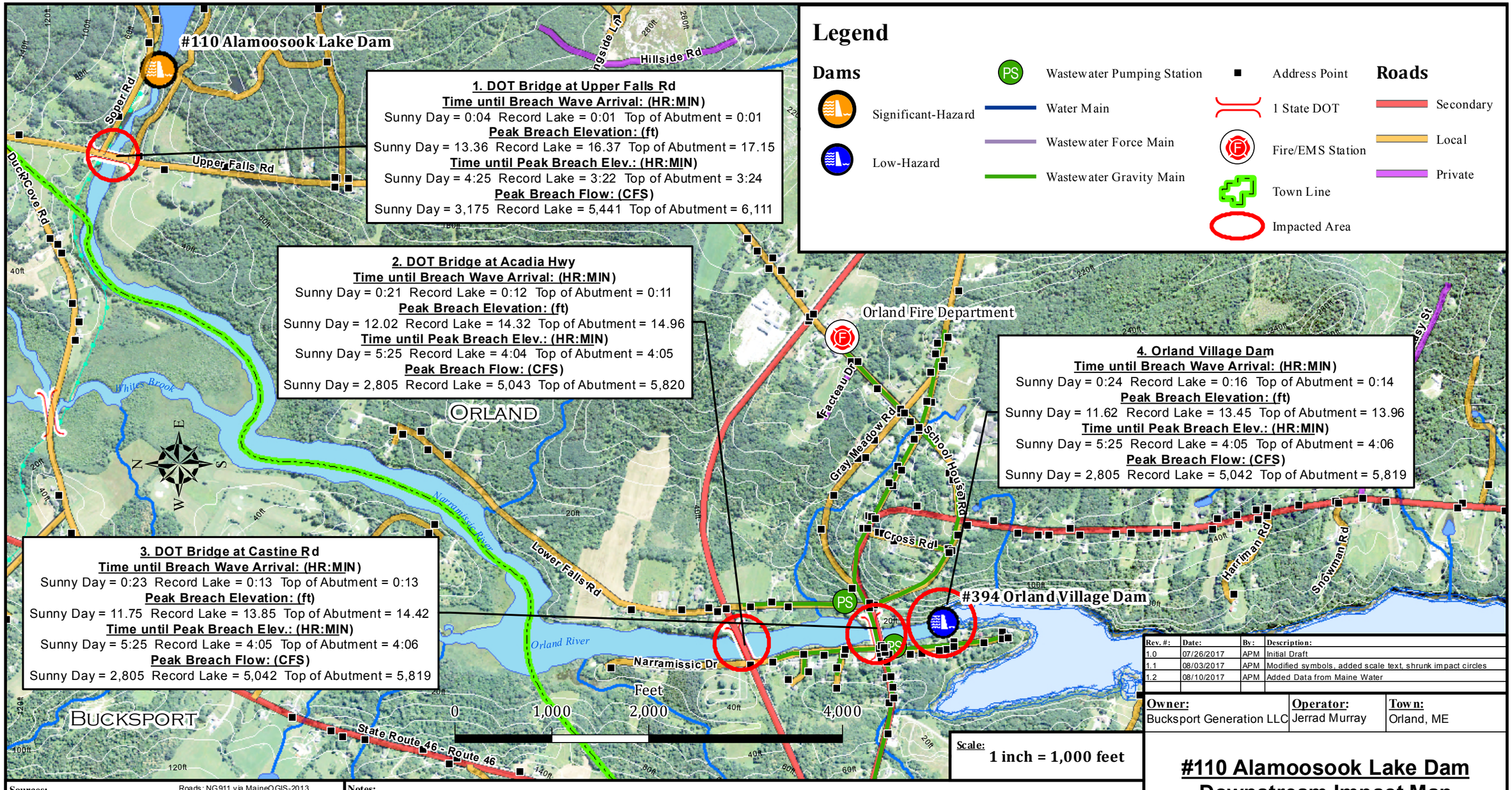
There has been no provision for the stockpiling of emergency supplies at the project site. Any emergency supplies of a general nature required at the site would be transported by the maintenance crew from either the Bucksport facility or by a local contractor. Specific supplies and/or equipment would be purchased or rented from the nearest local supply, as required by the emergency.

FIGURE I
ALAMOOSOOK LAKE NOTIFICATION FLOW CHART



ATTACHMENT I

ALAMOOSOOK LAKE DAM INUNDATION MAP



Rev. #:	Date:	By:	Description:
1.0	07/26/2017	APM	Initial Draft
1.1	08/03/2017	APM	Modified symbols, added scale text, shrunk impact circles
1.2	08/10/2017	APM	Added Data from Maine Water

Owner:	Operator:	Town:
Bucksport Generation LLC	Jerrad Murray	Orland, ME

Scale: 1 inch = 1,000 feet

#110 Alamoosook Lake Dam Downstream Impact Map For Emergency Action Planning

Sources:
Address Points: NG911 via MaineOGIS-2013
Boundaries: MaineOGIS-2014
Bridges:MaineDOT via MaineOGIS-2013
Contours: MaineOGIS-(10ft)2000, (2ft)2015
Dams: Maine EMA-2017
Fire/EMS: MaineOGIS-2014
Hydrography: National Hydrography Dataset-2016
Orthoimagery: NAIP 2013 via MaineOGIS
Roads: NG911 via MaineOGIS-2013

Notes:
-Preliminary Draft
-Datum, Projection = NAD 83, UTM Zone 19N
-The Black Squares represent the location of addresses registered by NG911. They DO NOT represent the outline/footprint of the buildings they locate.
-Breach arrival times and flows taken from inundation map produced by Kleinschmidt Associates in 1998
-If an address point appears in an impacted area circle but is NOT mentioned in it's label then it is NOT in danger of being washed out

Disclaimer:
This Dam Breach Inundation Map, DBIM, was developed by the Maine State Office of Dam Safety for inclusion in a dam's Emergency Action Plan, EAP. The purpose of this map is to assist the the Owner in developing an EAP with First Responders so that that proper action can be taken if the Dam shows signs of failing.This DBIM shows: an assumed dam breach flood-line, houses, roads an pipelines in the vicinity of the flood-line, and may be used to develop the EAP and produce evacuation lists and road closures. By accepting this map, the Dam owner accepts full responsibility for its veracity, accuracy, updating and use.

Prepared By: Maine Dam Safety Program

Revision Date: 08/10/2017
Revision: 1.2

Sheet 1/2

ATTACHMENT II

DAM INSPECTION PROCEDURE

TITLE: DAM INSPECTION PROCEDURE		APPROVED BY: Jeff McGlin
DATE:	DOCUMENT OWNER: Jeff McGlin	PAGE 17 OF 2

1.0 SCOPE AND OBJECTIVE

1.1 To ensure that the integrity of the dam structures is sound and to ensure that proper records are kept showing compliance with the Dam Emergency Action Plan (EAP).

2.0 REGULATORY REFERENCE

2.1 37 M.R.S.A. – Section 1127 requires owners of significant or high hazard potential to prepare and submit an EAP. The EAPs for the three Dams (Toddy Pond, Alamoosook Lake, and Silver Lake) all require weekly inspections.

3.0 PROCEDURE

3.1 Twice a year, spring (October – November) and fall (April – May), an inspection of the following areas will be performed by the Owner, or Owners representative. Each item has one or more specific items to look for and note. The specific items are listed on the Dam Inspection Checklist, which must be filled out completely.

3.1.1 Access
3.1.2 Crest
3.1.3 Upstream/Downstream Slopes
3.1.4 Abutment Contact
3.1.5 Appurtenances/Structures
3.1.6 Reservoirs
3.1.7 Downstream Channel
3.1.8 Fishways

Additional Dam and Water level inspections will be performed as needed.

3.2 Inform the Ironclad Energy Partners, LLC Plant Manager or Production Manager of any deficiencies found, either will forward information to the Bucksport Mill, LLC Site Manager.

3.3 Send the completed sheet to the Production Manager for filing.

4.0 RESPONSIBILITIES

4.1 Bucksport Mill, LLC or Ironclad Energy Partners, LLC staff – Perform required inspections of dams.

4.2 Ironclad Energy Partners, LLC Plant Manager – Inform Bucksport Mill, LLC personnel of issues and maintenance needs .

4.3 Bucksport Mill, LLC Site Manager/Owners Representative – Ensure maintenance/corrective actions are performed when needed

4.4 Bucksport Mill, LLC – Review and Revise DAM Inspection Form as needed, follow-up on maintenance activities to ensure completion, and retain records of Dam Inspections for C+3 years.

5.0 OTHER COMPANY GUIDANCE DOCUMENTS

5.1 Alamoosook Lake Dam EAP

5.2 Silver Lake Dam EAP

5.3 Toddy Pond Dam EAP

6.0 REVISION HISTORY

Revision Date	Previous Revision	Revision Description
4/12/11	NA	New Procedure.
12/22/11	4/12/11	Changed approver.
6/19/12	12/22/11	Changed approver and owner names.
11/28/16	6/9/12	Changed document owner name, changed procedure to reflect new ownership and current processes and updated responsibilities.
6/16/17	11/25/16	Changed document owner name, changed procedure to reflect new ownership, current processes, inspection/meeting frequencies and updated responsibilities, revised the “Dam Inspection Checklist”.
1/27/2020	11/28/16	Changed Operator’s name and updated text with new operator contact information. Verified current contact information for residents and State and local agencies.

7.0 ATTACHMENTS

A. Dam Inspection Checklist

ATTACHMENT III

DAM INSPECTION CHECKLIST

DAM INSPECTION CHECKLIST DATE:

DAM: INSPECTED BY:

Item	Satisfactory	Unsatisfactory	Corrective Actions
1. Access			
2. Crest			
a. Settlement			
b. Misalignment			
c. Cracks			
d. Trees and Brush			
3. Upstream/Downstream Slopes			
a. Slope Protection			
b. Erosion/Beaching			
c. Trees and Brush			
d. Visual Settlements			
e. Sinkholes			
f. Animal Burrows			
g. Seepage			
h. Toe Drains			
i. Relief Wells			
j. Slides/Slumps			
4. Abutment Contact			
a. Erosion			
b. Seeping			
c. Boils			
d. Springs			
5. Appurtenances/Structures			
a. Concrete Condition:			
- Spalling			
- Cracking			
- Exposed Reinforcement			
- Loss of Joint Filler			
- Scaling			
b. Drains/Weepholes			
c. Stone			
d. Gates/Sluices Serviceable			
e. Spillway Obstructed/Bypassed			
6. Reservoir			
a. Signs of Shoreline Instability			
b. Sedimentation			
c. Excessive Debris			
d. Ice Related Problems			
e. Environmental Concerns			
f. Other			
7. Downstream Channel			
a. Eroding/Back cutting			
b. Sloughing			
c. Obstruction			
8. Fishways			
a. Baffles			
b. Obstructions			
c. Structural Condition			
9, Level			
a. Lake / Pond Level			
10.Gate			
a. Position			
11.Notes:			

Subject: Dam Inspection Checklist Doc. ID: 40354
Effective: 1/27/2020 Document Owner: Bucksport Mill, LLC Approved By:
Once printed this is not a controlled document. All controlled documents exist in electronic form on the Mill web site.

EMERGENCY ACTION PLAN

TODDY POND DAM
44°34´05" N, 68°40´41" W

BUCKSPORT MILL, LLC
2 RIVER ROAD
BUCKSPORT, MAINE
NOVEMBER 2020

UPDATE APPROVED BY:

JEFF MCGLIN, OWNER- BUCKSPORT MILL, LLC

NOVEMBER 2020

Verification

State of Maine

County of Hancock, ss:

The undersigned, being first duly sworn, states that he/she has read the Toddy Pond Dam Emergency Action Plan and knows the contents of it, and that all of the statements contained in that document are true and correct, to the best of his/her knowledge and belief.

_____
Bucksport Mill, LLC

Sworn to and subscribed before me this _____ day of _____, 20_____.

_____
Signature of notary public or
other state or local official
authorized by law to notarize documents.

TODDY POND DAM
EMERGENCY ACTION PLAN

BUCKSPORT MILL, LLC

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I. INTRODUCTION

AIM Development USA, LLC purchased the Verso Bucksport Mill, LLC facility in January of 2015 and maintains ownership under the operating name of Bucksport Mill, LLC. In 2015, the pulp and paper processes and ancillary equipment operations were discontinued. The power generation facility, which uses some water from the dams, continues to operate as a separate entity under the name of Ironclad Energy Partners, LLC. Bucksport Mill, LLC owns the water rights for Alamoosook Lake, Silver Lake, and Toddy Pond and has entered into a contractual agreement with Ironclad Energy Partners, LLC to supply the volume of water required for the power plant operations. As part of this contract, Ironclad Energy Partners, LLC is responsible for operating, maintaining, and completing routine inspections of the Toddy Pond Dam.

II. NOTIFICATION FLOW CHART

The Notification Flow Chart (**Figure I**) will be prominently posted at Bucksport Mill, LLC offices and at the Ironclad Energy Partners, LLC control room. It will also be available to all facility personnel via the facility's intranet sites.

The notification process outlined on the Notification Flow Chart is identical for either an **ACTUAL** failure or an **IMPENDING/IMMINENT** failure of the Toddy Pond Dam.

III. PURPOSE AND DISTRIBUTION

The sudden release of water stored behind the Toddy Pond Dam presents a potential hazard to downstream inhabitants and property. To minimize the chances for loss of life and property damage, it is important to respond quickly to a potentially hazardous situation and to provide a coordinated response effort that clearly assigns major areas of responsibilities. The first few hours following the realization of an impending or actual failure often makes the difference between a haphazard and ineffective reaction effort and a coordinated and effective response.

This Emergency Action Plan (EAP) is intended to outline a coordinated and effective emergency response. It is essential that the proper organizations and agencies be notified on a timely basis so that the properly trained personnel can effectively perform the functions that they are most qualified to do.

The EAP will be distributed to each agency indicated on the notification list and as outlined below:

1. Bucksport Mill, LLC – Owner/Operator
2. Ironclad Energy Partners, LLC – Control Room - Operator
3. 911 Dispatch
4. Orland Fire Department
5. Bucksport Fire / Police
6. Maine State Police
7. Hancock County Regional Communication Center
8. Hancock County Emergency Management Agency
9. Maine Emergency Management Agency (MEMA)
10. National Weather Service
11. Town of Bucksport – Public Works Department
12. Maine Department of Transportation
13. Toddy Pond Association
14. Bangor Gas
15. Maine Water Company

IV. DESCRIPTION OF THE TODDY POND DAM

Toddy Pond Dam

The Toddy Pond Dam is located at the outlet of Toddy Pond in the Town of Orland, Maine, adjacent to Hatchery Road. The dam is a concrete and masonry gravity structure with gate, spillway, fish ladder, and abutment sections. The structure had been used for hydropower production, but the powerhouse and penstock have been removed. The structure is primarily used to regulate lake levels in Toddy Pond and provide flows in Toddy Pond Stream for the migration of alewives.

Since no drawings of the Toddy Pond Dam are known to exist, the structure was surveyed by Kleinschmidt Associates for purposes of the breach analysis. All elevations in this EAP are approximate National Geodetic Vertical Datum of 1929 (NGVD_29), as converted from site datum which is an estimated 65 feet higher than USGS data. In the center of the structure is a five-foot wide wooden sluice gate with a sill elevation of 158.3 feet, 6.7 feet below the normal lake elevation of 165.0 feet. The concrete gate structure has a width of 11.5 feet, including the gate. Granite masonry spillways abut the gate structure and are nearly four-feet thick. The west spillway has a length of 9.2 feet and an approximate crest elevation of 165.0 feet. The east spillway has a length of 10.0 feet and a crest elevation of 165.0 feet. The sills of both spillways are at approximately elevation 160.0 feet.

The east spillway is abutted by a five-foot wide pier and a five-foot wide fish ladder. The sill of the fish ladder at the upstream end is at elevation 161.3 feet, with flow in the ladder controlled by wooden baffles. The east abutment is a concrete structure at elevation 167.4 feet with a top width of 2.3 feet. The abutment ties into the shoreline of the basin at the outlet of Toddy Pond and is approximately 27.0 feet long.

The west abutment is at elevation 167.4 feet with a top width of 2.4 feet. The abutment is over 39.0 feet long and is abutted by the abandoned and plugged intake structure. West of the abandoned intake structure is an earth embankment with a concrete core wall at elevation 166.5 feet. The width of the core wall is 1.4 feet. The core wall extends nearly 82.0 feet to a house that sits on the shoreline of the Toddy Pond outlet basin. The embankment slopes approximately three feet down to the elevation of Hatchery Road.

Downstream of the dam is a concrete apron that slopes down to an elevation of 152.7 feet below the Hatchery Road Bridge. The bridge has an opening of 11.4 feet and a low chord elevation of 160.5 feet. The bridge deck crown is at an approximate elevation of 164.0 feet.

The Toddy Pond Dam impounds approximately 19,658 acre-feet of water at the normal pond elevation of 165.0 feet with a surface area of approximately 2,360 acres. The drainage area contributing to the site is 25 square miles including the 3.7 square mile surface area of the lake. When the lake elevation is below elevation 165.0 feet, the principal means of passing flow is through the sluice gate with a small amount of flow also contributed by the fish ladder. Above elevation 165.0 feet, overflow of the unregulated spillways occurs in addition to gate flow and fish ladder flow.

Toddy Pond Stream

Toddy Pond Stream flows from Toddy Pond to Alamoosook Lake, a distance of approximately 0.7 mile. The normal level of Alamoosook Lake is elevation 21.0 feet, so that the gross elevation difference between Toddy Pond and Alamoosook Lake is 144.0 feet. The steeply sloping stream is defined by a boulder strewn streambed and high wooded banks. The gradient of the stream flattens near the confluence with Alamoosook Lake in a large wetland. Alamoosook Lake flows into the Narramissic River, which is backwatered by the Orland Village Dam separating the Narramissic River from tidewater.

There is little development adjacent to Toddy Pond Stream downstream of the dam. As noted previously, the Hatchery Road Bridge has a low chord elevation of 160.5 feet and a deck elevation of approximately 163.5 feet. A single residence downstream of the Hatchery Road Bridge has a sill elevation of approximately 165.0 feet. The only other structures downstream of the dam are properties on the shoreline of Alamoosook Lake and houses along the Narramissic River.

Little information exists about watershed hydrology, lake levels, and historic flows at the regulated Toddy Pond site. From lake level records provided by Verso Paper for the period January 1960 through August 1998, a peak lake level of 166.8 feet (estimated USGS datum) occurred in December 1969. The flow in Toddy Pond Stream was unknown but was calculated to be 157 cubic feet per second (cfs) of overtopping flow (1.8 feet over the spillways and 0.3 feet over the west core wall) with an unknown amount of gate flow. Assuming a maximum gate opening of 5.0 feet, the gate could have been contributing as much as 300 cfs additional flow. Typically, Toddy Pond lake levels are between elevations 164.0 feet and 165.0 feet, with the lowest levels occurring during the summer.

The Toddy Pond has drainage area of approximately 25 square miles. In watersheds in Maine, average annual flows are approximately 2.0 cubic feet per second per square mile (cfs/mile^2) according to records from gauged basins. The average annual flow for the Toddy Pond drainage is therefore estimated to be 50.0 cfs.

V. TODDY POND DAM EMERGENCY CONTACT INFORMATION

Attachment I (Toddy Pond Dam Inundation Area) shows an aerial photographic map of the impacted area. The following tables identify the residents and infrastructure that exist within the inundation areas identified on this map. This information was collected by Verso Paper employees and was confirmed by officials from the Town of Orland.

The following residents in **Table I** have been identified by as living within the inundation area for the Toddy Pond Dam. Should this EAP be activated, the Orland Fire Department will coordinate notifications of these residents. In addition, they will coordinate notifications for the owners of the infrastructure identified in **Table II.**

TABLE I – RESIDENTS IN INUNDATION AREA

Last Name	*First Name*	*Location*	*Map/Lot*	*Telephone No.*
Ford and Parsons III	Mary and Edwin	10 Hatchery Road	038-014	(410) 372-0598
Bishop	Daniel A.	6 Hatchery Lane	038-011	(207) 853-6170
Brown	Wayne	5 Hatchery Road	039-001	(207) 848-3978

TABLE II – INFRASTRUCTURE IN INUNDATION AREA

Route	*Type*	*Owner*	*Description*
Hatchery Road	Bridge	Town of Orland	The bridge has an opening of 11.4’ and a low chord elevation of 160.5’. The bridge deck crown is at an approximate elevation of 164.0’

VI. EMERGENCY CONDITIONS

The response to a failure condition at the Toddy Pond Dam will depend on the type of failure and the flow conditions at the time of the failure.

An emergency condition of the Toddy Pond Dam must be identified as one of the two conditions below:

Impending or Imminent Failure - any condition that is likely to result in the uncontrolled and unscheduled release of water under, around, or through the dam. In the case of an Imminent or Impending Failure, an uncontrolled flow release has not yet occurred.

Actual Failure - an uncontrolled and unscheduled release of water occurring or actively developing.

A failure condition of the Toddy Pond Dam must also be identified as occurring either under normal pond and flow conditions or under flood flow conditions. Under normal flow conditions, the pond is at the top of the main spillway flashboards (elevation 21.0 feet). In flood flow conditions, significant amounts of water would pass over the spillway and/or through the discharge gate.

VII. EAP ACTIVATION

"Activation Levels" for State Regulated Dams

EAP Activation – Level 1 (READY) – The EAP is accepted by all involved agencies and is considered fully functional. Once agencies read and agree to this EAP, the EAP will always be activated at **Level 1**. The Owner agrees to conduct an annual communications test. Any changes to the document as a result of this test or from other changes within an Agency must be provided to the Maine Emergency Management Agency (MEMA) as soon as possible. **(Use EAP Agreement Form next page.)**

EAP Activation – Level 2 (SET) – Any developing situation which involves an **Impending or Imminent Failure** would activate **Level 2** status. Calls would be initiated using the Notification Flow Chart. **Level 2** activation places the dam under regular surveillance by trained personnel. Triggers for **Level 2** activation of the EAP should be anything, in the opinion of the dam owner or observer, which could lead to dam failure. These may include, but are not limited to gate failure, blocked spillway (by debris, ice or other), mis-operation, developing defect, flood warning, continuing heavy rain, an earthquake, ground movement, or developing seepage.

EAP Activation – Level 3 (GO) – **Level 3** status would be declared for an **Actual Failure** of the dam and emergency evacuations are necessary. This type of situation could also include uncontrolled and unexpected release of water. A **Level 3** status may be the progression of a situation previously categorized as **Level 2**, but that has worsened. Calls would be initiated using the Notification Flow Chart indicating that the EAP is now at **Level 3**. In the event of an elevation in status from **Level 2** to **Level 3**, calls should be made again informing all Agencies of the change.

EAP Activation - Level 1 EAP AGREEMENT FORM

By my signature, I acknowledge that I, or my representative, have reviewed this plan and concur with the tasks and responsibilities assigned herein for me and my organization.

1. _____
Signature Organization Date
Printed Name and Title: *Robert Conary - Fire Chief, Orland Fire Department*

2. _____
Signature Organization Date
Printed Name and Title: *Michael Denning - Deputy Fire Chief, Bucksport Fire Department*

3. _____
Signature Organization Date
Printed Name and Title: *Sean Geagan - Director of Public Safety, Bucksport Police Department*

4. _____
Signature Organization Date
Printed Name and Title: *Lt. Roderick P. Charette - Commanding Officer, Maine State Police Troop J*

5. _____
Signature Organization Date
Printed Name and Title: *Robert Conary - Director, Hancock County Regional Communication Center*

6. _____
Signature Organization Date
Printed Name and Title: *Andrew Sankey - Hancock County Emergency Management Agency*

7. _____
Signature Organization Date
Printed Name and Title: *David Michaud* - Superintendent, The *Maine Water Company*

8. _____
Signature Organization Date
Printed Name and Title: *Susan Lessard - Town Manager, Town of Bucksport*

9. _____
Signature Organization Date
Printed Name and Title: *Steve Thebarge - Eastern Region Manager, Maine Department of Transportation*

10. _____
Signature Organization Date
Printed Name and Title*: Jeff McGlin - Owner, Bucksport Mill LLC*

11. _____
Signature Organization Date
Printed Name and Title: *Ralph Leidy - Plant Manager, Ironclad Energy Partners LLC*

VIII. TERMINATION

Whenever the EAP has been activated, an emergency level has been declared, all EAP actions have been completed, and the emergency is over, the EAP operations must eventually be terminated and follow-up procedures completed.

Termination Responsibilities

The town, city, or county official in charge is responsible for terminating EAP operations and relaying this decision to the dam owner. It is then the responsibility of each person to notify the same group of contacts that he or she notified during the original event notification process to inform those people that the event has been terminated.

Prior to termination, the owner should inspect the dam (in coordination with a professional engineer) to determine whether any damage has occurred that could potentially result in loss of life, injury, or property damage. If it is determined that conditions do not pose a threat to people or property, the owner's engineer may advise the town, city, or county official to terminate EAP operations as describe above.

The owner shall document the emergency event and assure all appropriate actions were taken. The owner shall provide such documentation to MEMA.

IX. PLANS FOR TRAINING, TESTING, AND BIENNIAL REVIEW

1. Posting the EAP

Copies of this EAP are available at the locations listed in Section II of this plan. Project operations, attendants, and other responsible persons will be informed of the existence of this EAP and instructed on the procedures to be followed through a project emergency.

2. Annual Review

This EAP will be reviewed and updated annually. When any updates are made to this EAP, copies of the updated EAP will be provided to all plan holders and all appropriate Bucksport Mill, LLC and Ironclad Energy Partners, LLC personnel will be informed of the updated EAP.

3. Annual Test of the State of Readiness

Key licensee personnel responsible for actions during an emergency will be tested annually to assure that they know and understand the procedures to be followed and actions required during an emergency situation. The annual test will involve a simulated drill for one of the emergency situations. Coordination and consultation with local government, law enforcement officials and other organizations will be made in order to enhance the realism of the test.

The EAP Coordinator will be responsible for conducting the test and determining if the test was successful. The EAP Coordinator will inform emergency personnel and MEMA of the exact time and date the test will be conducted and will evaluate the response time of the test.

The EAP Coordinator will furnish MEMA, with a statement that the EAP has been tested and will include a critique of the test in the comprehensive review. The critique will not only address concerns regarding telephone contacts but will evaluate the time it took to complete the test and identify areas of improvement. The Coordinator will verify that all personnel had the most recent version of the EAP.

Annual Testing

Once a year for significant and high hazard dams, the owner shall conduct or arrange to have conducted a test of the emergency notification procedure.

The owner or designee will initiate the test by calling 9-1-1, and indicating:

"This is a test of the Emergency Action Plan for the TODDY POND DAM in Orland."

Each person responsible for making calls, as indicated on the Notification Flow Chart, will make contacts as indicated, stressing that this is a **test of the procedures**.

Report results using the form provided as **Figure II.**

4. Five Year Review

The Owner (or Owner's representative) will conduct emergency simulations of the EAP for the Toddy Pond Dam every five years or when a significate change of management occurs. This simulation is coordinated with responding agencies and is evaluated for effectiveness and timeliness of notification.

Agencies that do not attend the refresher seminar and that are included in this report will be verbally tested by phone to assure that the telephone number is still valid, the Officer on Duty or dispatcher knows what the EAP is, where it is located, and what their responsibilities are. All non-emergency telephone numbers listed on the Notification Flow Chart will be tested and all emergency phone numbers will be verified.

The Owner (or Owner's representative) will provide MEMA with a comprehensive review of the adequacy of the EAP. The review will include an attendance list of the personnel involved in the five-year training seminar, a description of the topics discussed, and a copy of all correspondence received from the agencies that did not attend the seminar. A determination of any new developments or other changes downstream or elsewhere will be made to determine whether any revisions to the current EAP are necessary. Updates of the EAP will be furnished to MEMA and the other holders of the EAP immediately following the comprehensive review or upon becoming aware of changes essential to the successful implementation of the EAP.

Figure II

Emergency Action Plan Test Notifications Form

I conducted a test of the EAP for the **TODDY POND DAM**, in Orland**,** Maine on _____.

Check the box that applies:

_____ All contacts were made in accordance with the most recent flowchart.

_____ Some contacts were not made, but all participants are aware of their role in the plan and have a copy of the EAP.

_____ Other

Comments:

_____
_____
_____
_____
_____
_____
_____
_____
_____

Signed: _____
Date

Return to: Dam Safety Administrator/EAP Coordinator
Maine Emergency Management Agency
72 State House Station
Augusta, ME 04333

X. EVACUATION PLAN

Upon notification that an impending dam failure condition exists at the Toddy Pond Dam, the following actions will be taken in numerical ascending order:

1. **911 Dispatch (Hancock County Regional Communication Center)** will notify:
   - Orland Fire Department; Bucksport Police/Fire; Bucksport Mill, LLC; Ironclad Energy Partners, LLC Control Room; State Police; Hancock County Sherriff; and Hancock County Emergency Management Agency in that order.

2. **Bucksport Police/Fire** notifies Bucksport Public Works, and the Maine Department of Transportation in that order.

3. **Ironclad Energy Partners, LLC, Ironclad Energy Partners, LLC Security** will notify:
   - **First**: Ironclad Energy Partners, LLC, LLC Power Plant Control Room.
   - **Second**: Ironclad Energy Partners, LLC, LLC Power Plant Manager.

4. **Ironclad Energy Partners LLC Power Plant Control Room** will notify:
   - **First**: Ironclad Energy Partners, LLC Plant Manager; Maine Water Company; Bangor Gas; Central Maine Power; ISO New England; and Toddy Pond Association in that order.
   - **Second:** Send power plant personnel immediately to the Alamoosook pump house to shut off power to the water pumps and to close any valves necessary to cease water flow.

5. **Orland Fire** shall establish a Command Post for handling the dam emergency condition.

6. **Orland Fire** shall initiate the notification procedures and advise residents in the areas designated on the inundation maps that an emergency situation exists. Notification should commence at the Toddy Pond Dam and work downstream. Resident evacuation assembly area will be located at Orland Community Center located at 21 School House Road. The primary impact areas are as follows:
   - Residences on Hatchery Road and adjacent area.

7. **Orland Fire** shall contact the **Maine Department of Transportation** to coordinate response procedures, such as road closures. The primary impact area is as follows:
   - Bridge on Hatchery Road and adjacent area.

8. **Orland Fire and Bucksport Police/Fire** shall remain in contact with **Bucksport Mill, LLC** for status reports on the emergency. They will also stay in communication with all other civil emergency agencies, apprising each of the emergency status and coordinating each of their efforts.

APPENDIX A

GENERAL RESPONSIBILITIES UNDER EMERGENCY ACTION PLAN

The Toddy Pond Dam is owned by Bucksport Mill, LLC and operated by Ironclad Energy Partners, LLC. The primary responsibility for emergency actions at the dam remains with Bucksport Mill, LLC unless a civil authority exercises some type of judicial or emergency powers to alleviate or eliminate an impending or actual failure.

Bucksport Mill, LLC has no police power or civil power; therefore, it is the responsibility of the various governmental agencies and departments to provide warnings, traffic control, fire protection, and other such functions. The Maine Emergency Management Agency (MEMA) is responsible for providing a means for the coordination of state and private organizations responding to an emergency or disaster situation. Emergency Action Plans are maintained at the State Emergency Operations Center (EOC) in Augusta, Maine. Upon notification, MEMA will respond and coordinate action for an impending or actual failure at the Toddy Pond Dam by implementing and coordinating the appropriate sections of the Action Plan. MEMA maintains a 24-hour notification system with a Duty Officer available by radio pager. Notification during normal business hours is by telephone, direct to MEMA headquarters. The same number will be answered by the Maine State Police headquarters dispatch center at other times, providing message relay to the MEMA Duty Officer.

It is important to notify all appropriate agencies and people, but it is also important that this notification be done by predetermined sources to avoid confusion and divided responsibilities. This will avoid possible omissions and add credibility and reliability to the notification system. The division or responsibilities outlined above will provide for rapid and coordinated response efforts to an impending or actual dam failure at the Toddy Pond Dam.

Mr. Jeff McGlin, of Bucksport Mill, LLC, will serve as the EAP Coordinator for the Toddy Pond Dam. As EAP Coordinator, Mr. McGlin is also responsible for updating the EAP as required, conducting training seminars, and completing the five-year review. Any questions regarding the plan should be directed to Mr. McGlin.

APPENDIX B

PREVENTIVE ACTIONS

A. General Provisions for Surveillance

The Toddy Pond Dam is unmanned, but nonetheless, site visits and visual site inspections are made by Ironclad Energy Partners, LLC personnel on a biannual and as needed basis for water level control (refer to **Attachment II**, **Bucksport Mill, LLC Dam Inspection Procedure and corresponding Dam Inspection Checklist Form**). However, during high water conditions, these inspections can be more frequent. All site inspections are recorded and kept on file at the Ironclad Energy Partners, LLC facility.

B. General Surveillance of Unmanned Project

The Toddy Pond Dam is owned by Bucksport Mill, LLC and operated on their behalf by Ironclad Energy Partners, LLC personnel. This facility is approximately a 5- to 10-minute drive from the Ironclad Energy Partners, LLC generation plant. During high water conditions and/or unusual events, Ironclad Energy Partners, LLC personnel are on site on a regular basis. Residents living on or around the pond provide continual monitoring of the lake level and dam condition to Ironclad Energy Partners, LLC personnel. Ironclad Energy Partners, LLC personnel maintain levels in the pond in accordance with an established rule curve. Typically, flows out of the pond vary. Upon receipt of such calls, personnel are dispatched to check the structure or make changes to the discharge gate.

C. Response during Periods of Darkness

Access to the Toddy Pond Dam is restricted. Notification procedures will require no special measures because of darkness. Delay in the response time is not expected.

D. Response during Periods of Adverse Weather

Access to the Toddy Pond Dam during winter months will be by vehicle. Should a problem be noted, local contractors would be called to plow the road for access by construction equipment. No other special requirements are required for response during periods of adverse weather. The monitoring of the dam will be unaffected by weather. The notification process of residents by local police should not be affected. No delay in response time is anticipated.

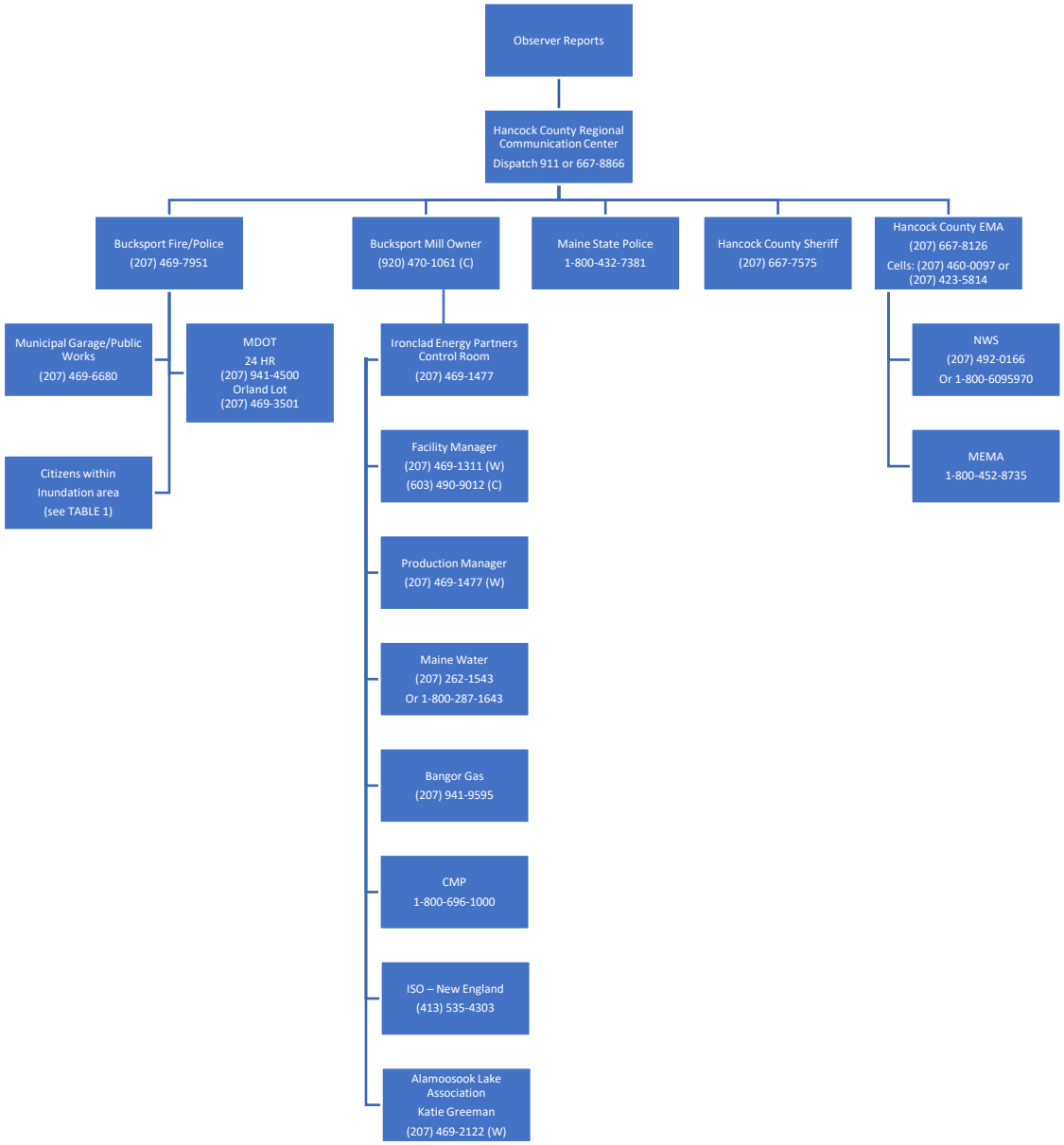
E. Alternate Methods of Communication

Ironclad Energy Partners, LLC maintains two-way radio communication with their crews. Should telephone communication be interrupted, radio communication will be used. Responding agencies will be advised of the operating frequency.

F. Emergency Supplies and Resources

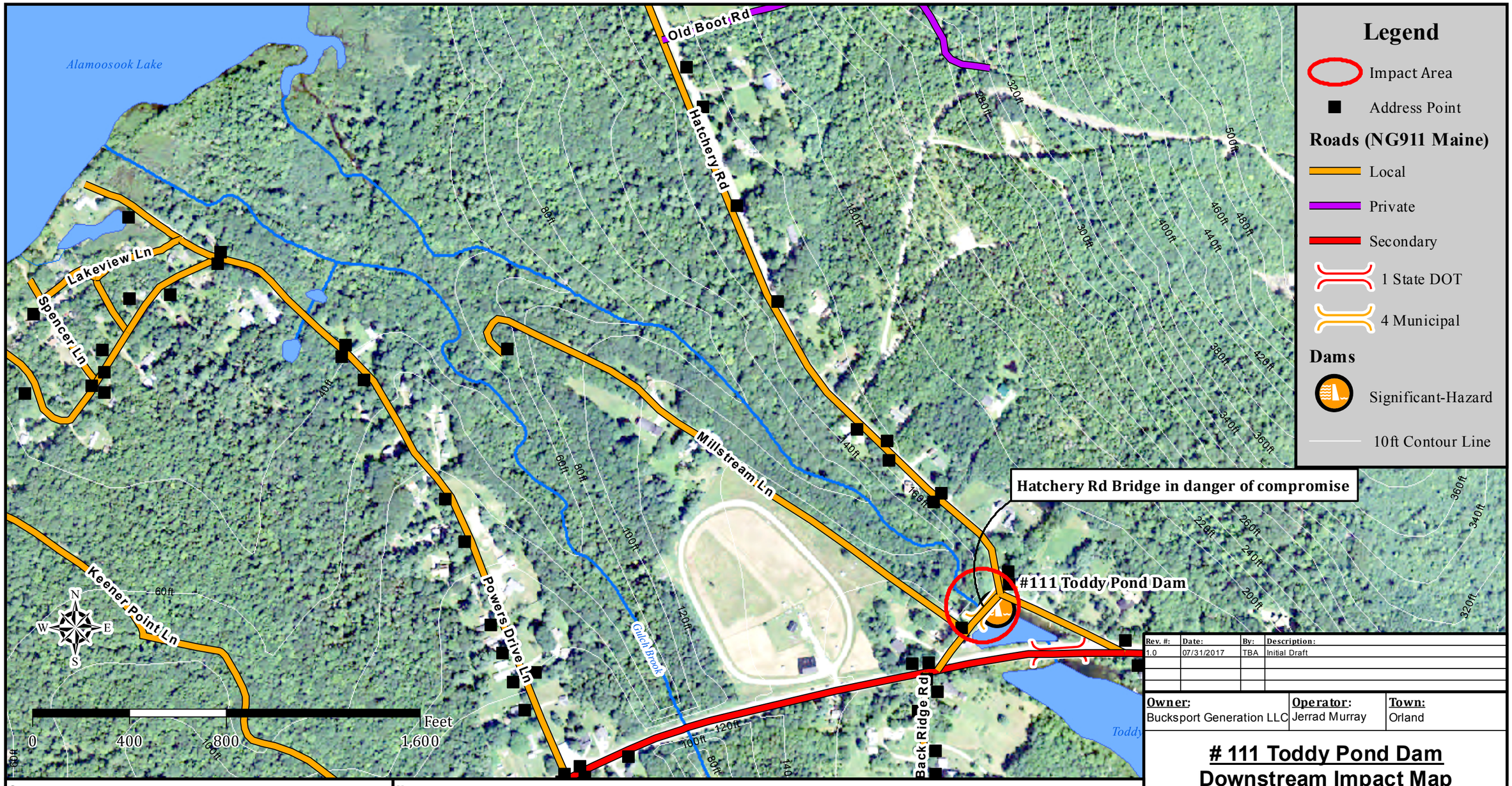
There has been no provision for the stockpiling of emergency supplies at the project site. Any emergency supplies of a general nature required at the site would be transported by the maintenance crew from either the mill or by a local contractor. Specific supplies and/or equipment would be purchased or rented from the nearest local supply, as required by the emergency.

FIGURE I
TODDY POND DAM NOTIFICATION FLOW CHART



ATTACHMENT I

TODDY POND DAM INUNDATION MAP



Legend

- Impact Area
- Address Point

Roads (NG911 Maine)

- Local
- Private
- Secondary
- 1 State DOT
- 4 Municipal

Dams

- Significant-Hazard
- 10ft Contour Line

Rev. #:	Date:	By:	Description:
1.0	07/31/2017	TBA	Initial Draft

Owner:	Operator:	Town:
Bucksport Generation LLC	Jerrad Murray	Orland

111 Toddy Pond Dam Downstream Impact Map

For Emergency Action Planning

Sources:
Address Points: NG911 via MaineOGIS-2013
Bridges:MaineDOT via MaineOGIS-2013
Contours: MaineOGIS-(10ft)2000, (2ft)2015
Dams: Maine EMA-2017
Hydrography: National Hydrography Dataset-2016
Orthoimagery: NAIP 2013 via MaineOGIS
Roads: NG911 via MaineOGIS-2013

Notes:
-Preliminary Draft
-Datum/Projection:NAD 83, UTM Zone 19N
-The Black Squares represent the location of addresses registered by NG911. They DO NOT represent the outline/footprint of the buildings they locate.

Disclaimer:
This Dam Breach Inundation Map, DBIM, was developed by the Maine State Office of Dam Safety for inclusion in a dam's Emergency Action Plan, EAP. The purpose of this map is to assist the the Owner in developing an EAP with First Responders so that that proper action can be taken if the Dam shows signs of failing.This DBIM shows: an assumed dam breach flood-line, houses, roads an pipelines in the vicinity of the flood-line, and may be used to develop the EAP and produce evacuation lists and road closures. By accepting this map, the Dam owner accepts full responsibility for its veracity, accuracy, updating and use.

Prepared By: Maine Dam Safety Program

Revision Date: 07/31/2017
Revision: 1.0

Sheet 1/2

ATTACHMENT II

DAM INSPECTION PROCEDURE

TITLE: **DAM INSPECTION PROCEDURE**		**APPROVED BY:** Jeff McGlin
DATE:	**DOCUMENT OWNER:** Jeff McGlin	**PAGE** 2 **OF** 2

1.0 SCOPE AND OBJECTIVE

1.1 To ensure that the integrity of the dam structure is sound and to ensure that proper records are kept showing compliance with the Dam Emergency Action Plan (EAP).

2.0 REGULATORY REFERENCE

2.1 37 M.R.S.A. – Section 1127 requires owners of significant or high hazard potential to prepare and submit an EAP. The EAP for the three Dams (Toddy Pond, Alamoosook Lake, and Silver Lake) all require weekly inspections.

3.0 PROCEDURE

3.1 Twice a year, spring (October – November) and fall (April – May), an inspection of the following areas will be performed by the Owner, or Owner's representative. Each item has one or more specific items to look for and note. The specific items are listed on the Dam Inspection Checklist, which must be filled out completely.

3.1.1 Access
3.1.2 Crest
3.1.3 Upstream/Downstream Slopes
3.1.4 Abutment Contact
3.1.5 Appurtenances/Structures
3.1.6 Reservoirs
3.1.7 Downstream Channel
3.1.8 Fishways

Additional Dam and Water level inspections will be performed as needed.

3.2 Inform the Ironclad Energy Partners, LLC Plant Manager or Production Manager of any deficiencies found, either will forward information to the Bucksport Mill, LLC Site Manager.

3.3 Send the completed sheet to the Production Manager for filing.

4.0 RESPONSIBILITIES

4.1 Bucksport Mill, LLC or Ironclad Energy Partners, LLC staff – Perform required inspections of dams.

4.2 Ironclad Energy Partners, LLC, Plant Manager – Inform Bucksport Mill, LLC personnel of issues and maintenance needs.

4.3 Bucksport Mill, LLC Site Manager/Owners Representative – Ensure maintenance/corrective actions are performed when needed.

4.4 Bucksport Mill, LLC – Review and Revise DAM Inspection Form as needed, follow-up on maintenance activities to ensure completion, and retain records of Dam Inspections for C+3 years.

5.0 OTHER COMPNY GUIDANCE DOCUMENTS

5.1 Alamoosook Lake Dam EAP

5.2 Silver Lake Dam EAP

5.3 Toddy Pond Dam EAP

6.0 REVISION HISTORY

Revision Date	Previous Revision	Revision Description
4/12/11	NA	New procedure.
12/22/11	4/12/11	Changed approver.
6/19/12	12/22/11	Changed approver and owner names.
11/28/16	6/9/12	Changed document owner name, changed procedure to reflect new ownership and current processes, and updated responsibilities.
6/16/17	11/28/16	Changed document owner name, changed procedure to reflect new ownership, current processes, inspection/meeting frequencies and updated responsibilities, and revised the “Dam Inspection Checklist”.
2/27/2020	11/28/16	Changed Operator’s name and updated text with new operator contact information. Verified current contact information for residents and State and local agencies.

7.0 ATTACHMENTS

A. Dam Inspection Checklist

ATTACHMENT III

DAM INSPECTION CHECKLIST

DAM INSPECTION CHECKLIST DATE: _____

DAM: _____ INSPECTED BY: _____

Item	Satisfactory	Unsatisfactory	Corrective Actions
1. Access			
2. Crest			
a. Settlement			
b. Misalignment			
c. Cracks			
d. Trees and Brush			
3. Upstream/Downstream Slopes			
a. Slope Protection			
b. Erosion/Beaching			
c. Trees and Brush			
d. Visual Settlements			
e. Sinkholes			
f. Animal Burrows			
g. Seepage			
h. Toe Drains			
i. Relief Wells			
j. Slides/Slumps			
4. Abutment Contact			
a. Erosion			
b. Seeping			
c. Boils			
d. Springs			
5. Appurtenances/Structures			
a. Concrete Condition:			
- Spalling			
- Cracking			
- Exposed Reinforcement			
- Loss of Joint Filler			
- Scaling			
b. Drains/Weep holes			
c. Stone			
d. Gates/Sluices Serviceable			
e. Spillway Obstructed/Bypassed			
6. Reservoir			
a. Signs of Shoreline Instability			
b. Sedimentation			
c. Excessive Debris			
d. Ice Related Problems			
e. Environmental Concerns			
f. Other			
7. Downstream Channel			
a. Eroding/Back cutting			
b. Sloughing			
c. Obstruction			
8. Fishways			
a. Baffles			
b. Obstructions			
c. Structural Condition			
9, Level			
a. Lake / Pond Level			
10.Gate			
a. Position			
11.Notes:			

Subject: Dam Inspection Checklist				Doc. ID:	40354
Effective: 1/27/2020		Document Owner:	Bucksport Mill LLC	Approved By:	
Once printed this is not a controlled document. .					

HALEY WARD

January 29, 2025

Mr. Dave Bryant, Project Manager
Bucksport Mill, LLC
2 River Road
Bucksport, Maine 04416
dbryant@aim-recycling.com

Re: Bucksport Mill, LLC | CAPEX Dam Budget | Alamoosook Lake Dam

Dear Mr. Bryant:

At your request, Haley Ward, Inc. (Haley Ward) has prepared a Capital Expenditure (CAPEX) Plan and Operations and Maintenance (O&M) budget estimate for the Alamoosook Lake Dam. The plan and budget and associated project narrative includes fiscal years 2025 through 2029, and are based on a strategic approach to maintaining and enhancing the safety, structural integrity, and operational reliability of this dam.

OVERVIEW

The enclosed plan and budget details a CAPEX Plan, Contingent CAPEX Plan, and O&M activities to address the unique needs of the Alamoosook Lake Dam. The proposed investments prioritize dam safety, compliance with regulatory standards, and proactive maintenance to mitigate potential risks. The associated narrative provides justification for each expenditure and articulates the assumptions and exclusions underlying the budget projections.

KEY HIGHLIGHTS

- **Proactive Maintenance and Upgrades**: The budget emphasizes routine inspections, vegetation control, and minor structural repairs, ensuring the ongoing functionality and safety of the dam.
- **Strategic Capital Investments**: Significant allocations are made for structural assessments, hydrological studies, and targeted upgrades such as fish ladder rehabilitation and stoplog replacement. These initiatives aim to address immediate needs and inform future investments.
- **Contingency Planning**: The inclusion of a Contingent CAPEX Plan provides flexibility to address unforeseen issues identified during planned investigations and inspections.
- **Fiscal Responsibility**: By balancing immediate needs with long-term objectives, the budget seeks to optimize resource allocation while ensuring preparedness for potential challenges.

ADDITIONAL NOTES

- **Exclusions**: Costs associated with permitting have not been included in the budget. The outcomes of studies and investigations are intended for engineering and design purposes only; associated construction costs resulting from the findings of these investigations/studies are not included in the budget.
- **Cost Projections**: An annual five percent (5%) escalation has been applied to account for rising costs year over year, helping the budgets remain realistic and adaptive to economic changes.

COMMITMENT TO STEWARDSHIP

The management of the Alamoosook Lake Dam reflects a commitment to responsible stewardship of public resources and environmental sustainability. The CAPEX Plan and O&M budget are aligned with best practices in dam safety and maintenance, providing the longevity and reliability of these vital assets.

Should you have specific questions or require additional details regarding the CAPEX Plan, O&M budget, or narrative, please do not hesitate to contact either of the undersigned at 207-989-4824.

Thank you for your continued support and collaboration.

Sincerely,
Haley Ward, Inc.

Dennis B. Kingman, Jr., CHMM
Vice President/Senior Project Manager III

Robert B. Harvey
Municipal Infrastructure Director

DBK/RBH/apv/jok
Enc.

Summary of the Alamoosook Lake Dam Budget Year 2025-2029

The **Alamoosook Lake Dam Budget** outlines Capital Expenditures (CAPEX), Contingent CAPEX, and Operations and Maintenance (O&M) costs for the years 2025 through 2029. The budget addresses dam safety, structural integrity, and regulatory compliance, while also accommodating recurring maintenance and potential emergency repairs.

1. **Proposed Capital Expenditures (CAPEX) -** CAPEX focus on critical repairs, structural improvements, and hydrological studies to address long-term needs:

    a. **Concrete Repairs:** $25,000 annually (2025–2027) to address cracks, spalling, and deterioration on spillways and fish ladder structures.
    b. **Fish Ladder Rehabilitation:** $25,000–$30,000 (2025–2026) for structural repairs and erosion control.
    c. **Hydrology and Hydraulic Studies:** $50,000 (2026) to evaluate spillway capacity for probable maximum flood scenarios.
    d. **Tree and Root Removal:** $25,000 (2025) decreasing to $10,000 (2026) for vegetation removal near embankments.

Assumptions: These expenditures assume that major repairs (e.g., spillway capacity increases) will not occur until future studies confirm their necessity.

Exclusions: Costs for full spillway upgrades, large-scale structural modifications, and additional fish ladder enhancements are to be performed based upon results of the investigations and studies performed in year 1 and 2.

2. **Contingent CAPEX -** Contingent CAPEX includes repairs which may be needed, based on study outcomes and inspections:

    a. **Spillway Capacity Improvements:** $55,000 (2027) for engineering and design.
    b. **Structural Repairs:** $80,000 (2027) to address deficiencies identified during structural analysis performed in 2026.
    c. **Fish Ladder Adjustments:** $30,000 (2027) for additional/ongoing rehabilitation following 2026 inspections.

Assumptions: Expenditures are contingent upon findings from geotechnical, structural, and hydrological studies conducted in earlier years.

Exclusions: Construction or implementation costs for major modifications or redesigns are not included.

3. **Operations and Maintenance (O&M) -** O&M activities support consistent monitoring, maintenance, and emergency readiness:

a. **Semi-Annual Inspections:** $8,000 (2025) increasing to $10,000 (2029).
b. **Vegetation Control:** $8,500 (2025) rising to $10,500 (2029) for brush and tree removal.
c. **Concrete Patching (Minor Repairs):** $6,000 (2025) increasing to $7,500 (2029).
d. **Emergency Repair Contingency:** $8,000 (2025) increasing to $10,000 (2029).

Assumptions: Routine maintenance will effectively mitigate risks and reduce the likelihood of large-scale repairs.

Exclusions: Catastrophic repairs following extreme weather events or major structural failures are not accounted for.

Summary: The Alamoosook Lake Dam Budget reflects a balance between proactive maintenance and readiness to implement potential structural upgrades. While the budget adequately addresses immediate needs, additional funding for spillway capacity improvements, toe drain repairs, and structural reinforcements may be required following the completion of the planned studies. Excluded costs for large-scale modifications may necessitate supplemental budgeting in future years.

BUCKSPORT MILL, LLC - CAPEX DAM BUDGET - ALAMOOSOOK LAKE DAM

0.05 R=RATE

	ALAMOOSOOK LAKE DAM BUDGET		YEAR OF IMPROVEMENT				
	Task	Description	2025	2026	2027	2028	2029
PROPOSED CAPEX	Concrete Repairs	Immediate repairs to address cracks and spalling on spillway and training walls. Additional repairs along toe of the fish ladder spill way as per dive report.	$25,000	$26,500	$28,000	$0	$0
	Seepage Monitoring System	Install seepage monitoring for ongoing assessment.	$20,000	$0	$0	$0	$0
	Geotechnical Investigations	Investigations to evaluate dam stability, seepage issues, or foundation integrity.	$0	$31,500	$0	$0	$0
	Structural Analysis	Detailed structural analysis, including testing and non-destructive evaluation.	$0	$16,000	$0	$0	$0
	Historical Records Research	Historical ownership liability.	$0	$26,500	$0	$0	$0
	Hydrology and Hydraulic Studies	Hydrologic and hydraulic study to confirm the dam's ability to handle the probable maximum flood.	$0	$52,500	$0	$0	$0
	Gate Maintenance and Repair	Repair sluice gate and ensure smooth operation.	$20,000	$0	$44,500	$0	$0
	Tree and Root Removal	Immediate removal of large vegetation from with in 20 feet of dam and restore area.	$25,000	$10,500	$0	$0	$0
	Fish Ladder Rehabilitation	Repair fish ladder structure and address erosion at toe and debris issues.	$25,000	$31,500	$0	$0	$0
	Engineering Assessment	High-hazard inspection by a licensed engineer.	$0	$0	$0	$0	$18,500
		Proposed CAPEX Subtotal by Year	**$115,000**	**$194,500**	**$72,000**	**$0**	**$18,500**
CONTINGENT CAPEX	Results based repairs from Geotechnical investigations	Improve slope stability, toe stability. Toe of dam is suspected of undercutting.	$0	$0	$55,500	$0	$0
	Results based repairs from Hydrology and Hydraulic Studies	Engineering and Design for spillway capacity increases.	$0	$0	$61,000	$0	$0
	Results based repairs from Structural Analysis	Address any structural deficiencies identified during structural analysis. Structural analysis to confirm whether the roadway is integral to the westerly embankment. Including additional $ to account for substantial concrete repair.	$0	$0	$0	$93,000	$0
	Fish Ladder - subsequent repairs following 2026 inspections	Repairing any deficiencies identified during 2026 rehab and inspections.	$0	$0	$33,500	$0	$0
		Contingent CAPEX Subtotal by Year	**$0**	**$0**	**$149,000**	**$93,000**	**$0**
OPERATIONS AND MAINTENANCE	Semi-Annual Inspections	Focused on concrete, embankments, and seepage conditions.	$8,000	$8,500	$9,000	$9,500	$10,000
	Tree & Vegetation Control	Mow and remove brush from embankments and spillways annually. 2x annually.	$8,500	$9,000	$9,500	$10,000	$10,500
	Gate Maintenance and Repair	Preventive maintenance on gates and control systems.	$4,500	$5,000	$5,000	$5,500	$5,500
	Debris and Fish Ladder Cleaning	Annual clearing of spillway and fish ladder to ensure proper function.	$4,000	$4,500	$4,500	$5,000	$5,000
	Concrete Patching (Minor Repairs)	Annual small-scale concrete repairs to mitigate further damage. Including mortar pointing.	$6,000	$6,500	$7,000	$7,000	$7,500
	Erosion Repair (Localized)	Stabilize eroded areas with riprap or compacted soil. Includes repair to eroded toe areas.	$5,000	$5,500	$6,000	$6,000	$6,500
	Seepage Monitoring and Reporting	Biannual monitoring of seepage trends and documenting results.	$3,000	$3,500	$3,500	$3,500	$4,000
	Settlement Monitoring	Embankment settlement monitoring.	$4,500	$5,000	$5,000	$5,500	$5,500
	Emergency Repair Contingency	Contingency for unexpected repairs due to weather or seepage changes. Includes post flooding assessments	$8,000	$8,500	$9,000	$9,500	$10,000
	Snow Removal (Access Roads)	Clear access roads and operational areas during snow season.	$8,000	$8,500	$9,000	$9,500	$10,000
	Fences and security Gates	Site security.	$2,500	$3,000	$3,000	$3,000	$3,500
	O&M and EAP manual updates	Update manuals annually.	$5,000	$5,500	$6,000	$6,000	$6,500
		Operations and Maintenance Subtotal by Year	**$67,000**	**$70,500**	**$74,000**	**$78,000**	**$81,500**

ALAMOOSOOK LAKE DAM					
Year	2025	2026	2027	2028	2029
Propose Cap Ex	$115,000	$194,500	$72,000	$0	$18,500
Contingent Cap Ex	$0	$0	$149,000	$93,000	$0
Annual O&M	$67,000	$70,500	$74,000	$78,000	$81,500
Annual Total	$182,000	$265,000	$295,000	$171,000	$100,000

January 29, 2025

Mr. Dave Bryant, Project Manager
Bucksport Mill, LLC
2 River Road
Bucksport, Maine 04416
dbryant@aim-recycling.com

Re: Bucksport Mill, LLC | CAPEX Dam Budget | Toddy Pond Dam

Dear Mr. Bryant:

At your request, Haley Ward, Inc. (Haley Ward) has prepared a Capital Expenditure (CAPEX) Plan and Operations and Maintenance (O&M) budget estimate for the Toddy Pond Dam. The plan and budget and associated project narrative includes fiscal years 2025 through 2029, and are based on a strategic approach to maintaining and enhancing the safety, structural integrity, and operational reliability of this dam.

OVERVIEW

The enclosed plan and budget details a CAPEX Plan, Contingent CAPEX Plan, and O&M activities to address the unique needs of the Toddy Pond Dam. The proposed investments prioritize dam safety, compliance with regulatory standards, and proactive maintenance to mitigate potential risks. The associated narrative provides justification for each expenditure and articulates the assumptions and exclusions underlying the budget projections.

KEY HIGHLIGHTS

- **Proactive Maintenance and Upgrades**: The budget emphasizes routine inspections, vegetation control, and minor structural repairs, ensuring the ongoing functionality and safety of the dam.
- **Strategic Capital Investments**: Significant allocations are made for structural assessments, hydrological studies, and targeted upgrades such as fish ladder rehabilitation and stoplog replacement. These initiatives aim to address immediate needs and inform future investments.
- **Contingency Planning**: The inclusion of a Contingent CAPEX Plan provides flexibility to address unforeseen issues identified during planned investigations and inspections.
- **Fiscal Responsibility**: By balancing immediate needs with long-term objectives, the budget seeks to optimize resource allocation while ensuring preparedness for potential challenges.

ADDITIONAL NOTES

- **Exclusions**: Costs associated with permitting have not been included in the budget. The outcomes of studies and investigations are intended for engineering and design purposes only; associated construction costs resulting from the findings of these investigations/studies are not included in the budget.
- **Cost Projections**: An annual five percent (5%) escalation has been applied to account for rising costs year over year, helping the budgets remain realistic and adaptive to economic changes.

COMMITMENT TO STEWARDSHIP

The management of the Toddy Pond Dam reflects a commitment to responsible stewardship of public resources and environmental sustainability. The CAPEX Plan and O&M budget are aligned with best practices in dam safety and maintenance, providing the longevity and reliability of these vital assets.

Should you have specific questions or require additional details regarding the CAPEX Plan, O&M budget, or narrative, please do not hesitate to contact either of the undersigned at 207-989-4824.

Thank you for your continued support and collaboration.

Sincerely,
Haley Ward, Inc.

Dennis B. Kingman, Jr., CHMM
Vice President/Senior Project Manager II

Robert B. Harvey
Municipal Infrastructure Director

DBK/RBH/apv/jok
Enc.

Summary of the Toddy Pond Dam Budget Year 2025-2029

The **Toddy Pond Dam Budget** outlines Capital Expenditures (CAPEX), Contingent CAPEX, and Operations and Maintenance (O&M) costs for the years 2025 through 2029. The budget addresses dam safety, structural integrity, and regulatory compliance, while also accommodating recurring maintenance and potential emergency repairs identified in inspections and studies.

1. **Proposed Capital Expenditures (CAPEX) -** CAPEX focuses on significant structural and operational upgrades; addressing critical issues identified during inspections. Key expenditures include:
    a. **Concrete Repairs:** $25,000 annually (2025–2027) to mitigate cracks, spalling, and deterioration on spillways and structures.
    b. **Seepage Monitoring System:** $30,000 (2025) to install monitoring wells and assess seepage trends.
    c. **Hydrology and Structural Studies:** $45,000 (2026) for hydraulic studies and $15,000 (2026) for structural analysis to confirm spillway capacity and roadway integration.
    d. **Fish Ladder Rehabilitation:** $20,000 annually (2025–2026) for cleaning and structural upgrades to improve fish passage.

Assumptions: The CAPEX budget assumes that critical repairs, including erosion control, tree removal, and gate repairs are one-time investments with minimal follow-up required after completion.

Exclusions: Costs for major spillway capacity upgrades or long-term structural modifications are not included but will be reassessed after completion of the 2026 studies.

2. **Contingent CAPEX -** This section provides funding for potential repairs based on findings from planned studies and inspections:
    a. **Slope Stability Repairs:** $40,000 (2027) based on geotechnical investigation outcomes.
    b. **Spillway Capacity Upgrades:** $70,000 (2027) for engineering designs.
    c. **Structural Adjustments:** $30,000 (2027) to address deficiencies identified during structural analysis.
    d. **Fish Ladder Adjustments:** $30,000 (2027) for further rehabilitation based on 2026 inspections.

Assumptions: Contingent CAPEX expenditures depend on specific findings from the hydraulic, structural, geotechnical, and historical records investigations and studies performed under the proposed CAPEX expenditures and are not guaranteed expenditures.

Exclusions: Full construction or modification costs for spillway upgrades are not included, as these are subject to further studies.

3. **Operations and Maintenance (O&M) -** O&M costs cover recurring activities to maintain safety, functionality, and compliance:
    a. **Semi-Annual Inspections:** $8,000 (2025) increasing to $10,000 (2029).
    b. **Vegetation Control:** $5,000 (2025) rising to $6,000 (2029) to remove trees and brush.
    c. **Concrete Patching and Minor Repairs:** $6,000 (2025) increasing to $7,500 (2029).
    d. **Seepage and Settlement Monitoring:** $3,000 (2025) rising to $4,000 (2029).
    e. **Emergency Repair Contingency:** $8,000 (2025) increasing to $10,000 (2029).

Assumptions: Routine maintenance will effectively mitigate risks and reduce the likelihood of large-scale repairs.

Exclusions: Emergency responses to catastrophic events (e.g., severe floods or earthquakes) requiring significant structural interventions are excluded.

Summary: The Toddy Pond Dam Budget balances immediate needs with proactive maintenance and future contingencies. It assumes that identified repairs and routine inspections will minimize risks and extend the dam's operational life. Exclusions focus on larger, unanticipated upgrades, such as major spillway reconstruction or post-disaster recovery, which will require supplemental funding.

BUCKSPORT MILL, LLC - CAPEX DAM BUDGET - TODDY POND DAM

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	TODDY POND DAM BUDGET		YEAR OF IMPROVEMENT				
	Task	Description	2025	2026	2027	2028	2029
PROPOSED CAPEX	Concrete Repairs	Address cracks, spalling, and concrete deterioration on spillways and structures.	$25,000	$26,500	$28,000	$0	$0
	Seepage Monitoring System	Install seepage monitoring wells to assess trends.	$30,000	$0	$0	$0	$0
	Geotechnical Investigations	Investigations to evaluate dam stability, seepage issues, or foundation integrity.	$0	$31,500	$0	$0	$0
	Structural Analysis	Detailed structural analysis, including testing and non-destructive evaluation. Determine if roadway is integral to dam stability.	$0	$16,000	$0	$0	$0
	Historical Records Research	Define roadway/dam interface and historical ownership liability.	$0	$26,500	$0	$0	$0
	Hydrology and Hydraulic Studies	Hydrologic and hydraulic study to confirm the dam's ability to handle the probable maximum flood, including alternatives analysis.	$0	$47,500	$0	$0	$0
	Gate Repair and Lubrication	Partial refurbishment of gate mechanisms for reliability.	$10,000	$0	$22,500	$0	$0
	Tree and Root Removal	Immediate removal of large vegetation endangering embankments. Restore ground to stabilized condition.	$15,000	$10,500	$0	$0	$0
	Erosion Repair and Riprap Installation	Repair localized erosion, pier undercutting, and stabilize riprap protection.	$25,000	$31,500	$0	$0	$0
	Engineering Assessment	High-hazard dam inspection for compliance. Five year occurrence interval for engineering assessment .	$0	$0	$0	$0	$18,500
	Fish Ladder Rehabilitation and inspections	Structural cleaning and repair to improve flow and fish passage efficiency.	$20,000	$21,000	$0	$0	$0
		Proposed CAPEX Subtotal by Year	**$125,000**	**$210,000**	**$50,000**	**$0**	**$18,500**
CONTINGENT CAPEX	Results based repairs from Geotechnical investigations	Improve slope stability, toe stability.	$0	$0	$55,500	$0	$0
	Results based repairs from Hydrology and Hydraulic Studies	Engineering and Design for spillway capacity increases.	$0	$0	$77,500	$0	$0
	Results based repairs from Structural Analysis	Address any structural deficiencies identified during structural analysis. Structural analysis to confirm whether the roadway is integral to the westerly embankment.	$0	$0	$33,500	$0	$0
	Fish Ladder - subsequent repairs following 2026 inspections	Repairing any deficiencies identified during 2026 rehab and inspections.	$0	$0	$33,500	$0	$0
		Contingent CAPEX Subtotal by Year	**$0**	**$0**	**$198,500**	**$0**	**$0**
OPERATIONS AND MAINTENANCE	Semi-Annual Inspections	Inspect concrete, gates, embankments, and seepage areas.	$8,000	$8,500	$9,000	$9,500	$10,000
	Tree & Vegetation Control	Remove vegetation annually to prevent structural damage. Mow 2x per season.	$5,000	$5,500	$6,000	$6,000	$6,500
	Gate Maintenance and Repair	Regular maintenance for gate systems to ensure functionality.	$4,500	$5,000	$5,000	$5,500	$5,500
	Debris and Fish Ladder Cleaning	Annual cleaning of fish ladder and spillways to ensure proper flow and passage.	$4,000	$4,500	$4,500	$5,000	$5,000
	Concrete Patching (Minor Repairs)	Annual small-scale concrete repairs to mitigate further damage, including mortar pointing.	$6,000	$6,500	$7,000	$7,000	$7,500
	Erosion Repair (Localized)	Stabilize erosion-prone areas annually.	$5,000	$5,500	$6,000	$6,000	$6,500
	Seepage Monitoring and Reporting	Monitor seepage and document trends to identify risks early.	$3,000	$3,500	$3,500	$3,500	$4,000
	Settlement Monitoring	Embankment settlement monitoring.	$4,500	$5,000	$5,000	$5,500	$5,500
	Emergency Repair Contingency	Contingency for unexpected repairs due to weather or seepage changes. Includes post flooding assessments.	$8,000	$8,500	$9,000	$9,500	$10,000
	Snow Removal (Access Roads)	Remove snow to provide access to dam for repairs and inspections.	$8,000	$8,500	$9,000	$9,500	$10,000
	Fences and Security Gates	Site security.	$2,000	$2,500	$2,500	$2,500	$2,500
	O&M and EAP manual updates	Update manuals annually.	$2,500	$3,000	$3,000	$3,000	$3,500
		Operations and Maintenance Subtotal by Year	**$60,500**	**$64,000**	**$67,000**	**$70,500**	**$74,000**

TODDY POND DAM					
Year	2025	2026	2027	2028	2029
Proposed Cap Ex	$125,000	$210,000	$50,000	$0	$18,500
Contingent Cap Ex	$0	$0	$198,500	$0	$0
Annual O&M	$60,500	$64,000	$67,000	$70,500	$74,000
Annual Total	$185,500	$274,000	$315,500	$70,500	$92,500

	2018	2019	2020	2021	2022	2023	2024
Water Supply	$ 955	$ 947					
Electricity Supply				$ 13,282	$ 10,537	$ 3,810	$ 3,475
Dam Maintenance	$ 2,156	$ 6,774	$ 165	$ 200			
Equipment Rentall	$ 1,923	$ 4,827	$ 5,430	$ 5,206	$ 5,212	$ 10,701	$ 1,494
Filter House	$ 5,667	$ 18,549	$ 75,332	$ 15,754			
Dam Pump House	$ 2,125	$ 2,911					
General Consultants	$ 6,427	$ 5,851					
Technical Consultants	$ 21,875						
Legal		$ 1,165					$ 149,972
Outside Repairs and Service				$ 92,104	$ 118,690	$ 168,423	$ 153,878
Maintenance - Building				$ 27,930	$ 42,429	$ 36,475	$ 25,978
Property Tax - Silver Lake	$ 2,697	$ 2,701	$ 2,701	$ 2,693	$ 2,693	$ 2,817	$ 2,689
Property Tax - Alamoosook	$ 5,383	$ 5,127	$ 5,487	$ 5,776	$ 6,089	$ 6,013	$ 6,023
Property Tax - Toddy Pond	$ 1,761	$ -	$ 1,793	$ 1,888	$ 1,992	$ 1,966	$ 1,966
Consulting Fees				$ 7,425	$ 25,720	$ 24,020	
Total	$ 50,969	$ 48,852	$ 90,908	$ 172,257	$ 213,362	$ 254,225	$ 345,476

Seal. By John L. Maccubbin Asst. Clerk.

Rec'd Dec. 13, 1935, at 9h. -m. A.M., and entered by,
George R. Hadlock, Reg'r.

THIS INDENTURE, made as of the thirtieth day of November, A. D. 1935, by and between BUCKSPORT WATER COMPANY, a corporation organized and existing under Chapter 52 of the Private and Special Laws of 1887 of the State of Maine as amended by Chapter 54 of the Private and Special Laws of 1891 and Chapter 45 of the Private and Special Laws of 1931 of the State of Maine, located at and having its principal place of business at Bucksport, in the County of Hancock and State of Maine, (hereinafter called the "Water Company"), party of the first part, and MAINE SEABOARD PAPER COMPANY, a corporation duly organized and existing under the laws of the State of Maine and having its office and principal place of business at Augusta, in the County of Kennebec and State of Maine (hereinafter called the "Paper Company"), party of the second part,

WITNESSETH:-

The Water Company in consideration of the conveyances and agreements hereinafter made by the Paper Company and of One Dollar ($1.00) paid by the Paper Company, the receipt whereof is hereby acknowledged, does hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said Paper Company, its successors and assigns forever, the following real estate and interests therein situated in the County of Hancock, in said State, viz:

(a) Two certain lots or parcels of land situated near the outlet of Silver Lake, in the Town of Bucksport, and being the two lots excepted from the description in a certain deed given by Gorham H. Wood, Receiver of Nicholson Fish Company, to Charles E. Pickering dated June 24, 1927 and recorded in Hancock Registry of Deeds in Book 614, Page 132, the first of said lots being described in said deed as follows: "A small parcel of land at the outlet of the pond called the 'Great Pond Dam Lot'" and the second of said lots being the lot described in said deed as "The lot of land belonging" with the power house of the Bucksport Water Company.

Meaning and intending hereby to convey and hereby conveying, whether the same is included in the foregoing description or not, all real estate and interests therein contained in and covered by the exception in a certain deed given by Charles E. and Eliza M. Pickering to Maine Seaboard Paper Company dated July 11, 1930, and recorded in said Registry in Book 629, Page 534, which exception in said deed reads as follows: "excepting the rights or property (if any) of the Bucksport Water Company".

(b) All flowage rights in the flowage area of said Silver Lake and Silver Lake Stream now owned by Bucksport Water Company and acquired by it by deed or otherwise, and also all other riparian rights owned by it whether acquired by deed or otherwise in and around said Silver Lake and said Silver Lake Stream, except the right of the Bucksport Water Company to discharge water into Silver Lake Stream from its filtering plant, and also hereby conveying all its right, title and interest in and to any and all land acquired by deed or otherwise which it now owns in the town of Bucksport within the flowage area of said Silver Lake below an elevation of 132 feet above mean sea level as established by the United States Geodetic Survey datum.

(c) The right to divert the water of said Silver Lake Stream, otherwise known as Mill Stream, from a certain parcel of land in said Bucksport conveyed to the Bucksport

the present equipment of the Water Company or similarly
-3-
situated renewals, enlargements or replacements thereof, and, in case the same is required for the extinguishment of fire, such additional amounts of water then available in Silver Lake as may be required for such purpose.

(2) The perpetual right and easement to maintain in their present location the pipe lines of the Water Company leading from the dam of the Paper Company at the outlet of Silver Lake wherever the same crosses lands in Bucksport now or hereafter owned by the Paper Company, together with the right to enter on said lands for the purpose of inspecting, repairing, replacing and maintaining the same.

(3) The perpetual right and easement to maintain the Water Company's water intakes in the dam of the Paper Company, or any other dam constructed in place thereof, at the outlet of Silver Lake, and its screening equipment now located just below said dam, in their present locations, together with the right to enter the premises of the Paper Company for the purpose of inspecting, repairing, replacing and maintaining the same, provided, however that nothing herein contained shall prevent the Paper Company from making such changes in said dam or in the location of the Water Company's intakes or pipes therein, or in the location of the Water Company's pipes on lands of the Paper Company at the expense of the Paper Company so long as such changes shall not adversely affect the Water Company or its service.

(4) The Paper Company does hereby covenant with the Water Company that it will perpetually maintain in Silver Lake above the present elevation of the top of the intake pipe of the Water Company now in use in said Dam at least 750,000,000 gallons of water.

-4-

(5) In case of any default or recurrence thereof by the Paper Company of the covenant contained in the foregoing section (4), the Water Company, for the purpose of maintaining and procuring the supply of water to which it is entitled hereunder, shall forthwith have both the following rights:

(A) To take possession of, maintain and operate all or any part of the following properties of the Paper Company, namely: its two dams, together with all flowage and riparian rights appurtenant thereto, located respectively at the outlet of said Silver Lake and at the outlet of Alamoosook Lake in the Town of Orland, in said County; its pumping station at or near the outlet of Alamoosook Lake and one of the pumps therein located, and its pipe line from the outlet of Alamoosook Lake to Silver Lake, and to continue to maintain and operate the same until such time as the Paper Company shall reassume such operation, which it shall have the right to do at any time. If, at the time of such reassumption of operation, the waters of Silver Lake are not up to the level required by section (4) hereof, then the Paper Company, provided it uses reasonable efforts to restore such water level, shall not be deemed to be again in default until it shall have had a reasonable time to so restore the water level. The possession, maintenance and operation of said dam at the outlet of Alamoosook Lake by the Water Company shall be always subject to any then existing agreements between the Paper Company and abutting owners on Alamoosook Lake. It is understood that the Paper Company shall always have the right to use, dismantle, or remove all pumps in said station except one.

While the Water Company is in possession of any of the properties described in the foregoing paragraph, it shall pay all costs of operating and maintaining the same, including ordinary repairs and taxes thereon, excepting only that if replacements and/ or renewals are made by the Water Company during such period, the Paper Company shall reimburse the Water Company therefor at cost before it shall be entitled to reassume the operation of said properties.

-5-

(B) To prevent the Paper Company from taking any water from said Silver Lake during such time as the Paper Company shall so continue to be in default and until the Paper Company reassumes the operation of the properties

the benefit of the successors and assigns of the Maine Seaboard Paper Company and of the Bucksport Water Company wherever the context permits.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging,

-6-

to it the said Water Company, its successors and assigns, to be used by it, its successors and assigns, so long as it or they shall operate as a water utility.

And the said Paper Company does covenant with the said Water Company, its successors and assigns, that it will warrant and defend the rights and easements to the said Water Company, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF, the said Bucksport Water Company has caused this instrument to be sealed with its corporate seal and signed in its corporate name by W. S. Wyman, its President, and Everett H. Maxcy, its Secretary, thereunto duly authorized, and the said Maine Seaboard Paper Company has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Thomas Gorham, its Treasurer, and Everett H. Maxcy, its Secretary, thereunto duly authorized, all as of the 30th day of November, A. D. 1935.

Signed, Sealed and Delivered
in presence of

BUCKSPORT WATER COMPANY

Maude B. Plummer — By W S Wyman, President — Corporate Seal.

Maude B. Plummer — E H Maxcy, Secretary

-7-

MAINE SEABOARD PAPER COMPANY

Nathaniel W. Wilson — By Thomas Gorham, Treasurer — Corporate Seal.

Nathaniel W. Wilson — E H Maxcy, Secretary

STATE OF MAINE,
Kennebec, ss. December 12, 1935.

Then personally appeared the above named W. S. Wyman and Everett H. Maxcy, President and Secretary, respectively, of said BUCKSPORT WATER COMPANY and acknowledged the foregoing instrument to be their free act and deed in their said capacity, and the free act and deed of said Bucksport Water Company.

Before me,
Nathaniel W. Wilson
Justice of the Peace.

STATE OF MAINE,
Kennebec, ss. December 12, 1935.

Then personally appeared the above named Thomas Gorham and Everett H. Maxcy, Treasurer and Secretary, respectively, of said MAINE SEABOARD PAPER COMPANY, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Maine Seaboard Paper Company.

Before me,
Nathaniel W. Wilson
Justice of the Peace.

Rec'd Dec. 13, 1935, at 9h. -m. A.M., and entered by,
George R. Hadlock, Reg'r.

LANCOCO

14365

THIS INDENTURE, made as of the 16th day of October, A.D. 1989, by and between the BUCKSPORT WATER COMPANY, a corporation organized and existing under Chapter 52 of the Private and Special Laws of 1887 of the State of Maine, as Amended by Chapter 54 of the Private and Special Laws of 1891 and Chapter 45 of the Private and Special Laws of 1931 of the State of Maine, and located at and having its office and principal place of business at Bucksport in the County of Hancock, State of Maine (hereinafter called the "COMPANY"), party of the first part, and CHAMPION INTERNATIONAL CORPORATION, a corporation organized and existing under the laws of the State of New York, and duly qualified to do business in the State of Maine, and having its office and principal place of business in the City of Stamford, County of Fairfield, State of Connecticut (hereinafter called "CHAMPION"), party of the second part;

W I T N E S S E T H:

WHEREAS, the COMPANY and CHAMPION (as successor in interest to the Maine Seaboard Paper Company, a Maine corporation) are parties to that certain Indenture dated November 30, 1935 recorded in Book 648 at Page 556 in the Registry of Deeds for the County of Hancock, State of Maine (hereinafter called the "Indenture");

HANCOCK COUNTY

WHEREAS, according to Section 4 of the Indenture, CHAMPION is required to perpetually "maintain in Silver Lake above the present elevation of the top of the intake pipe of the Water Company now in use in said dam at least 750,000,000 gallons of water."; and

WHEREAS, the intake pipe of the COMPANY has been relocated since the date of the Indenture and, therefore, the parties desire to modify this requirement.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COMPANY and CHAMPION hereby amend the Indenture by deleting Section 4 and substituting the following in its place and stead:

> (4) The Paper Company does hereby covenant with the Water Company that it will perpetually maintain the level of Silver Lake at or above an elevation of 120 feet above mean sea level as established by the United States Geodetic Survey Datum.

The COMPANY and CHAMPION acknowledge that each has complied with and, as of the date of this instrument, is in compliance with all of their respective covenants in the Indenture.

As modified herein, the COMPANY and CHAMPION hereby ratify and affirm the Indenture.

HANCOCK COUNTY

IN WITNESS WHEREOF, the COMPANY has caused this instrument to be sealed with its corporate seal and signed in its corporate name by David E. Johnson, its president and Eileen McSweeney, its secretary thereunto duly authorized, and CHAMPION has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Joe K. Donald, its executive vice president, and Robert E. Fogarty, its assistant secretary as of the 16th day of October, 1989.

Signed, sealed and delivered in the presence of:

BUCKSPORT WATER COMPANY

By: _____
President

By: _____
Secretary

Signed, sealed and delivered in the presence of:

CHAMPION INTERNATIONAL CORPORATION

By: _____
Executive Vice President

By: _____
Assistant Secretary

HANCOCK COUNTY

STATE OF MAINE §
§ ss:
COUNTY OF Hancock §

Date: October 2, 1989

Then personally appeared the above-named David E. Johnson, President of the Bucksport Water Company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

JUDITH A. SHUMAN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES APRIL 28, 1995

Before me, Judith A. Shuman
Notary Public

STATE OF CONNECTICUT §
§ ss:
COUNTY OF FAIRFIELD §

Date: October 16, 1989

Then personally appeared the above-named Eileen McSweeney, Secretary of the Bucksport Water Company, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said corporation.

Before me, Barbara E. Kreusser
Notary Public

BARBARA E. KREUSSER
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

STATE OF CONNECTICUT §
§ ss:
COUNTY OF FAIRFIELD §

Date: October 16, 1989

Then personally appeared the above-named Joe K. Donald, Executive Vice President of Champion International Corporation, and Robert E. Fogarty, Assistant Secretary of Champion International Corporation, and acknowledged the foregoing instrument to be their free act and deed in their said capacities and the free act and deed of said corporation.

Before me, Barbara E. Kreusser
Notary Public

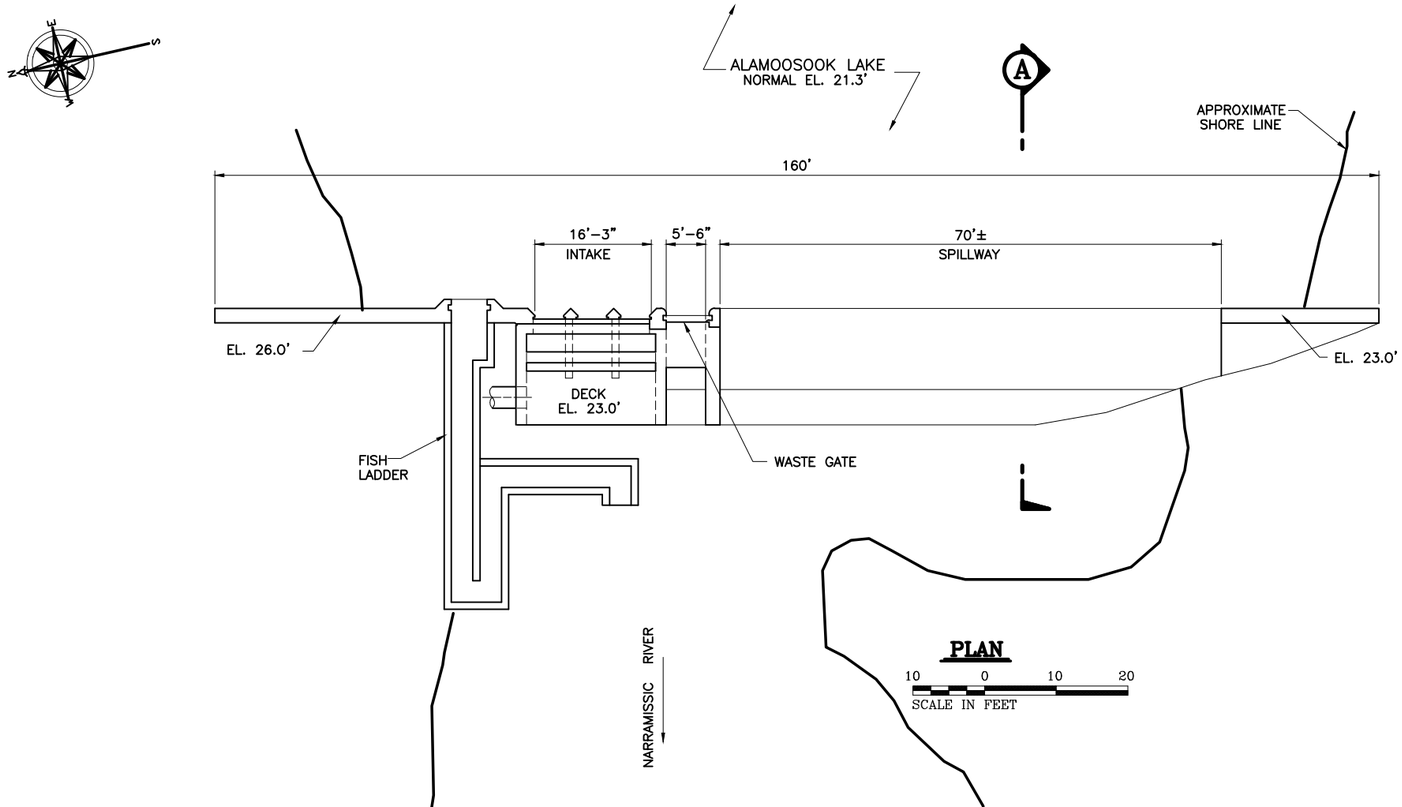
BARBARA E. KREUSSER
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

THIS DOCUMENT WAS PREPARED BY:

Robert E. Fogarty, Attorney
Champion International Corporation
One Champion Plaza
Stamford, Connecticut 06921
(203) 358-7865

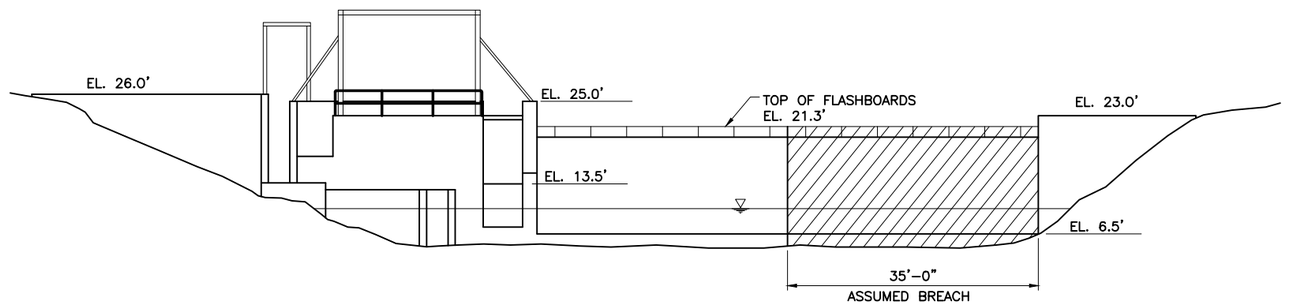
HANCOCK, SS. RECD NOV - 1 1989 AT 8 H 40 M AM

HANCOCK COUNTY



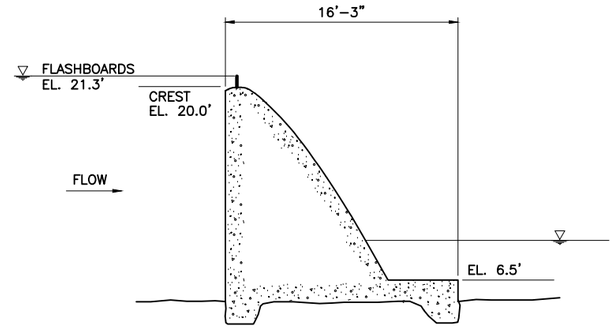
PLAN

10 0 10 20
SCALE IN FEET



ELEVATION

10 0 10 20
SCALE IN FEET



SECTION A

5 0 5 10
SCALE IN FEET

NOTE:

ELEVATIONS ARE APPROXIMATE USGS DATUM AS DERIVED FROM MILL DATUM. ASSUMED USGS DATUM EQUALS MILL DATUM MINUS 100'.

Date	Chkd.	Revision
Drawn by: D. QUA	Date: 11-3-98	
Designed by: MEB	Date: 11-16-98	
Checked by: MEB	Date: 11-16-98	
Scale: AS SHOWN		

INTERNATIONAL PAPER COMPANY
BUCKSPORT, MAINE

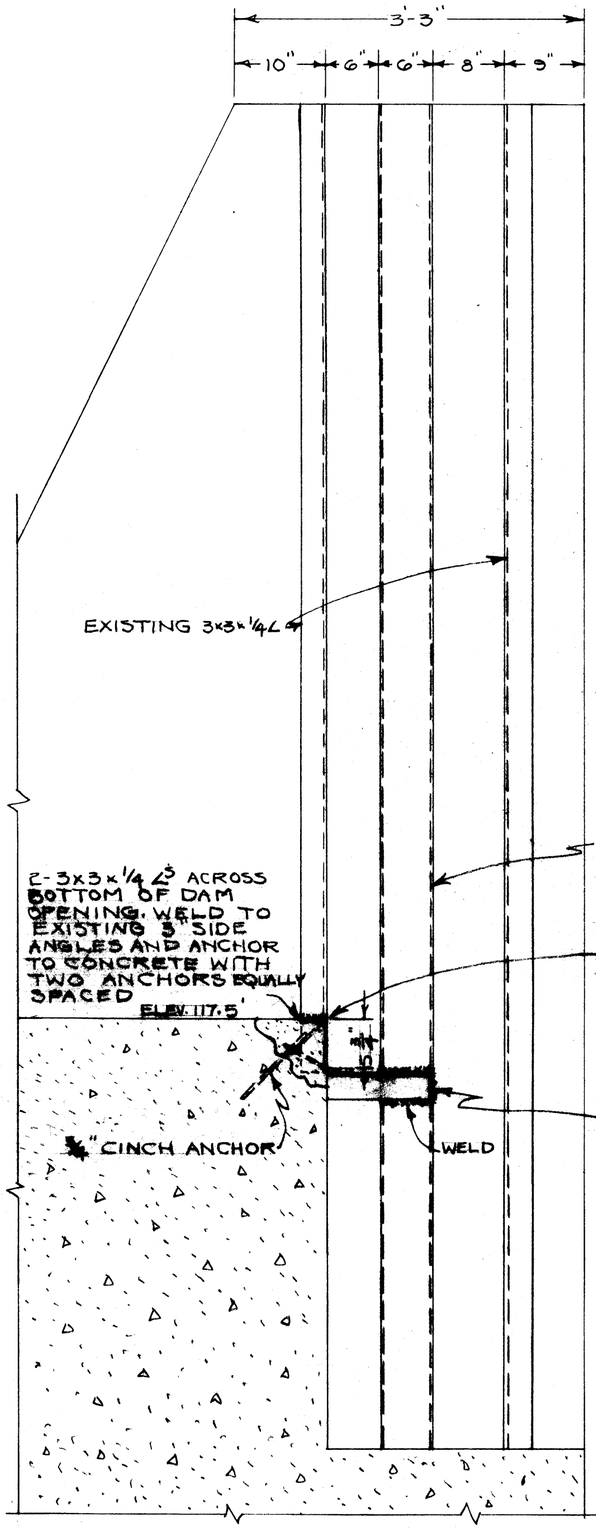
ALAMOOSOOK LAKE DAM

PLAN, ELEVATION AND SECTION

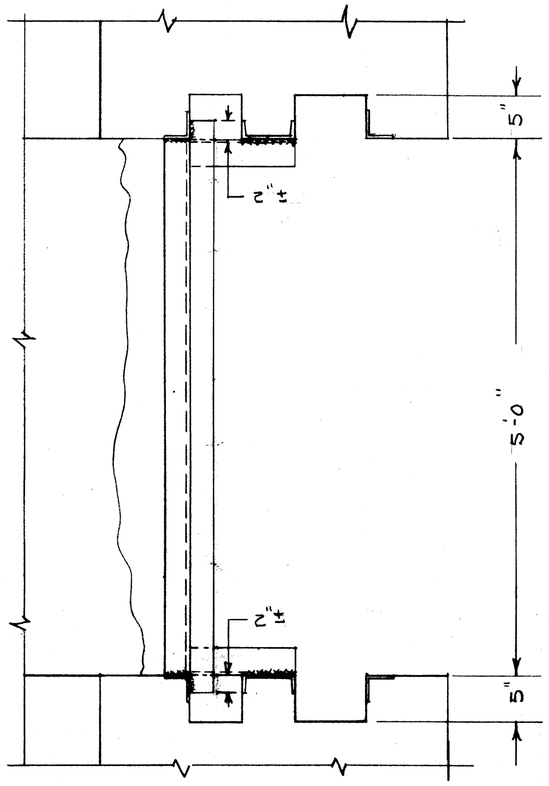
Kleinschmidt Associates
Consulting Engineers
Pittsfield, Maine

FIGURE 2
034-017

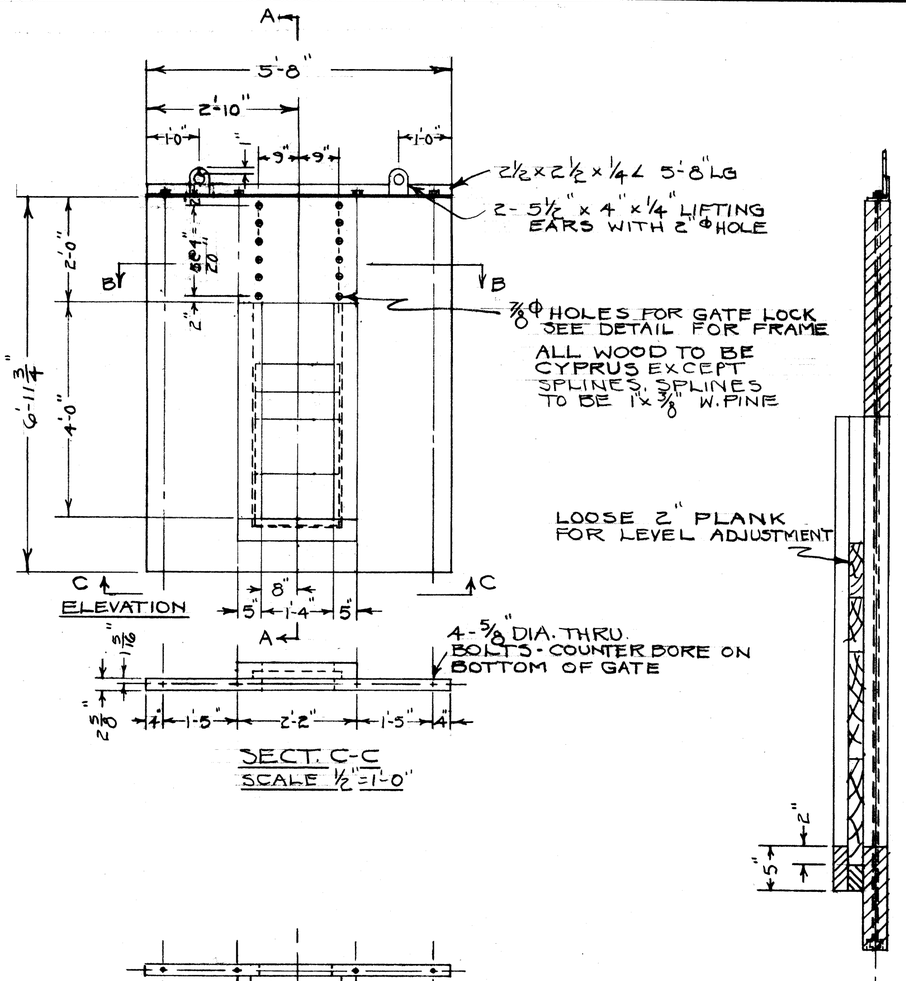
034-017; file name: ALAMOOSOOK/SHEET1.dwg; source file: KA ARCH - KA2X24.dwg; "Plot" Plotted: 0-00-00



SECT. THRU DAM OPENING
SCALE 1"=1'-0"

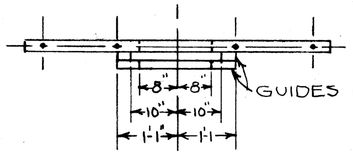


PLAN DAM OPENING
SCALE 1"=1'-0"

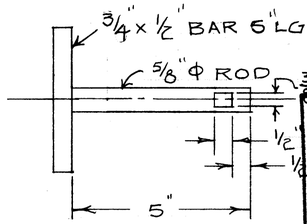


SECT. C-C
SCALE ½"=1'-0"

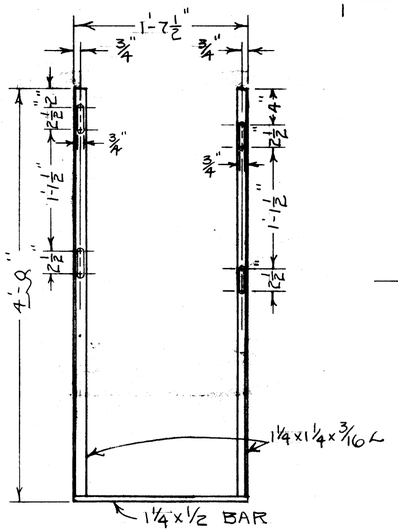
SECT. A-A
SCALE 1"=1'-0"



SECT. B-B
SCALE ½"=1'-0"



LOCK PIN
1-REQ'D
SCALE 4"=1'-0"



LOCK FRAME DETAILS
SCALE 1"=1'-0"

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
P	Q	R	S	T	U	V	W	X	Y	Z				
16	17	18	19	20	21	22	23	24	25	26				

WATER S. | DAMS | ALAM00500K | FISHWAY | DETAILS

DEPT.	CAT.	AREA	UNIT-SUB UNIT-FILE		
875	20	1	1	6	4 5

REFERENCES	DWG. NO.

ST. REGIS PAPER CO.
BUCKSPORT, MAINE

TITLE
FISH WAY GATE - ALAM00500K LAKE DAM - DETAILS OF GATE & REPAIRS TO GATE SEAT

	SCALE	NOTED	MO.	DAY	YR.
	DRAWN	MAC	9	13	63
	TRACED				
	CHECKED				
	CHECKED				
	APPROVED				

DWG. NO. D-5723

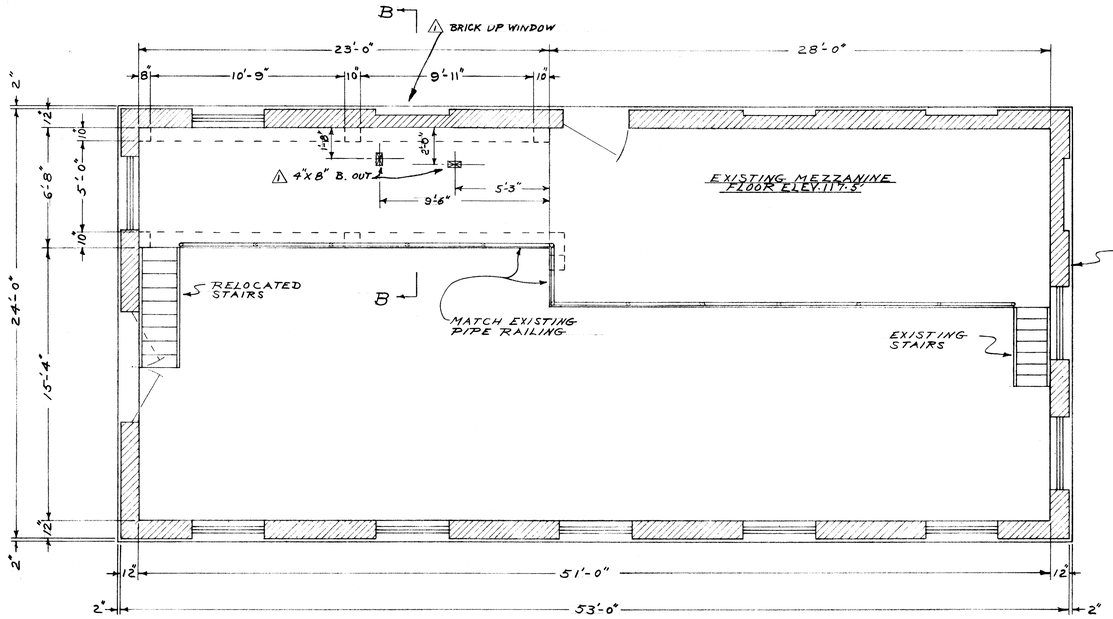
5-875

REVISIONS	

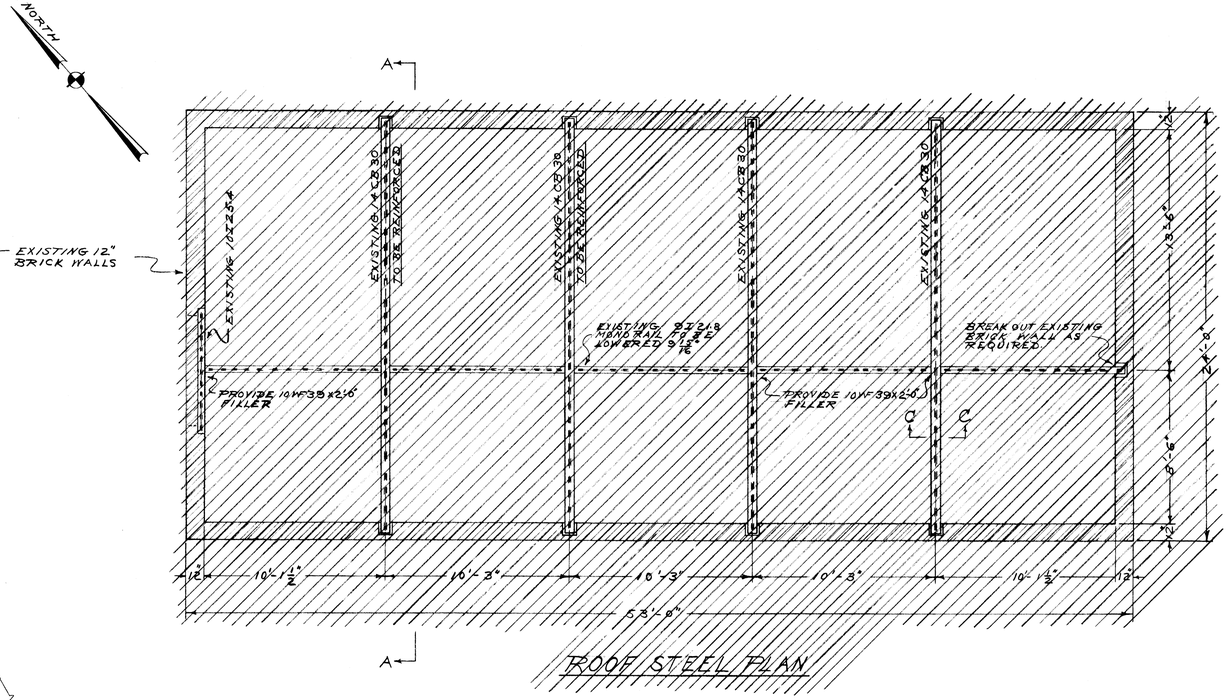
D-5723

873

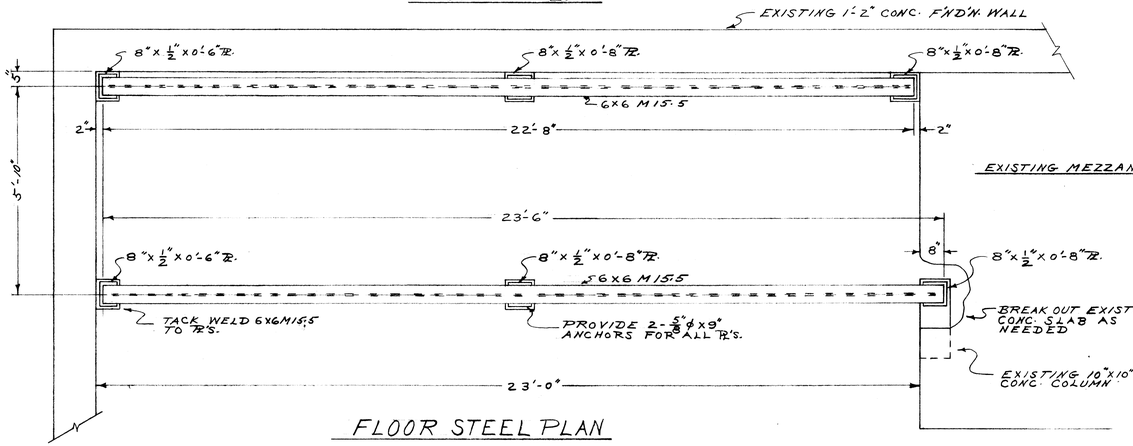
ALBANENE 1951 TRACING PAPER B. L. M. INC. 67642



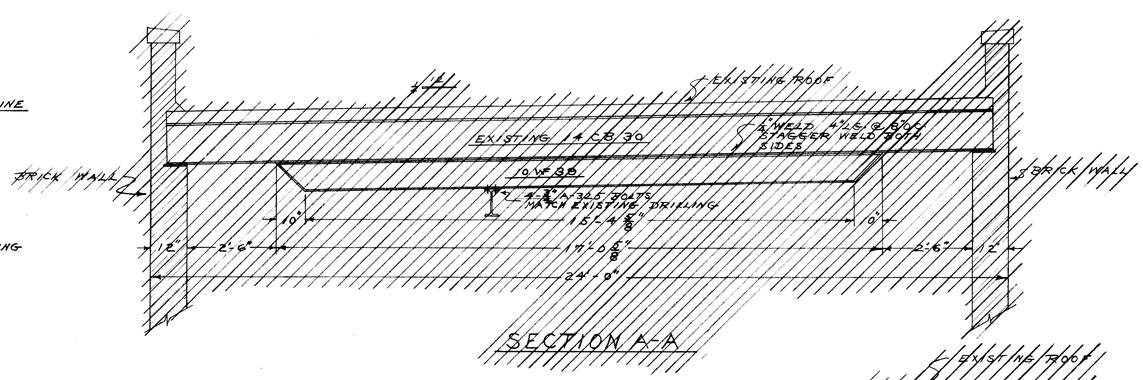
FLOOR PLAN



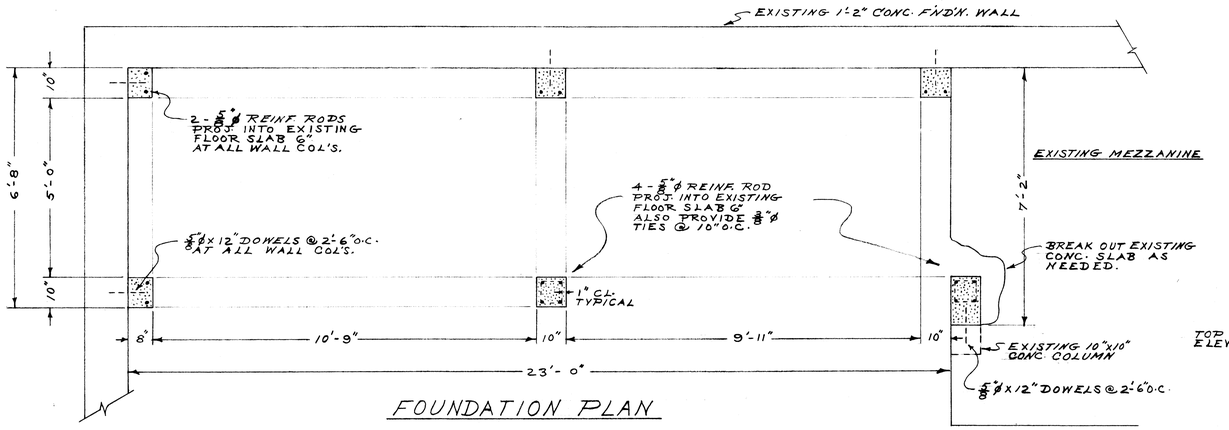
ROOF STEEL PLAN



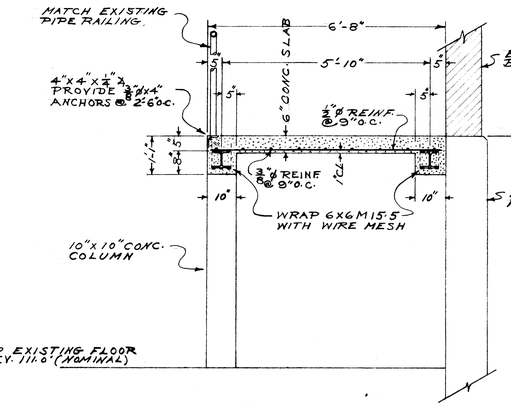
FLOOR STEEL PLAN



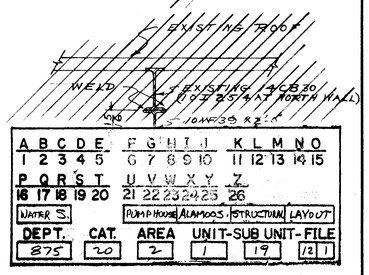
SECTION A-A



FOUNDATION PLAN



SECTION B-B



A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
P	Q	R	S	T	U	V	W	X	Y	Z				
16	17	18	19	20	21	22	23	24	25	26				

WATER S. | PUMP HOUSE ALAMOOS. STRUCTURAL LAYOUT

DEPT.	CAT.	AREA	UNIT-SUB UNIT-FILE		
875	20	2	1	19	121

JOPA. #750

20X24-30 GOULD PUMP FND'N. & PIPING CHANGES-1964 — D-5841

REFERENCES — DWG. NO.

ST. REGIS PAPER CO.
BUCKSPORT, MAINE

TITLE
ALAMOOSOOK PUMP HOUSE
STRUCTURAL CHANGES-1964

REVISIONS			
PRINT W.O.			
2 RELEASED 9-15-64			
1 8-11-64 K.B.W.			

		MO.	DAY	YR.
SCALE	1/4"=1'-0" & 1/2"=1'-0"			
DRAWN	W.O.	4	15	64
TRACED				
CHECKED				
CHECKED				
APPROVED				

DWG. NO. D-5808

ALBANENE® B. L. M. INC. YORK

SECTION J-J.
Showing location of angles for Checkered Plate.
1½"-1'-0" Scale.

DETAIL RAILING SOCKET

DETAIL "C"
2 Req'd. S-2

SECTION H-H

SECTION G-G.

SECTION F-F.
SCALE: 3"=1'-0"

SECTION A-A.

PLAN

D-12120

INTAKE-ALAMOOSOOK-LAKE
BUCKSPORT-WATER-SUPPLY
ME. SEABOARD PAPER CO.

NEW ENGLAND PUBLIC SERVICE CO.
ENGINEERING DEPARTMENT

Flat Slab El. 112.30

7'-6"

15" Wall to El 116.5

El. 126.0

4'-0"

El. 117.5

El. 113.5

Flat Slab El. 112.30

SECTION Z-Z

1/2" = 1'-0"

3'-11"

5/8" ø Conc. Inserts @ 3'-0" ± c's

4"x4" Timber

1"x4" Timber

El. 125.3

Slope

11'-9"

Slope Slab Extends 12'6"

SECTION K-K

Scale 1/2" = 1'-0"

A-A

El. 109.5

19" CI. Pipe

El. 111.10

Note: Use Celite in all reinforced concrete @ 3# per bag of cement in addition to integral plate hardener on all floors.

PRELIMINARY

References on:
347-20 - Survey - Outlet Alamoosook Lake.
347-33 - Intake Alamoosook Lake Sh. 1
347-49 - Details Intake Alamoosook Lake
347-50 - Sections - Intake Alamoosook Lake
347-58 - Plan & Steel Pipe Outlet Alamoosook Lake

D-12121

No.	REVISION	DATE	CHK'D
6			
5			
4	Survey Added	11-1-3	
3	Survey	11-1-3	
2	Survey	9-1-3	
1	General	11-15-30	

MADE BY H.A.R. CHK'D BY G.C.W.

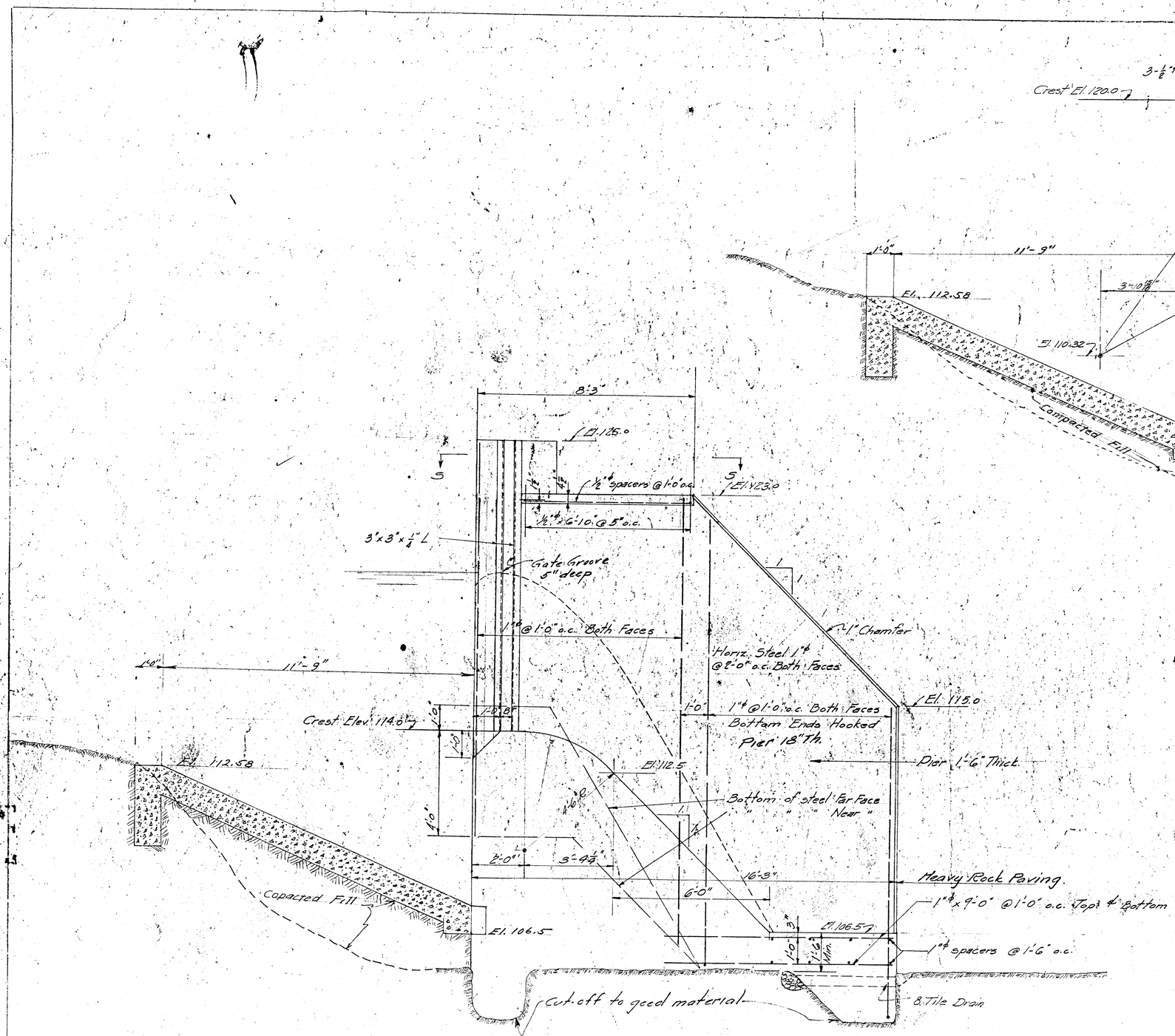
TRACED BY APPR'D BY

SHEET #2

INTAKE ALAMOOSOOK LAKE
BUCKSPORT WATER SUP'L
MAINE SEABOARD PAPER CO

NEW ENGLAND PUBLIC SERVICE CO.
ENGINEERING DEPARTMENT
SCALE: DATE: AUG. 13 1930

347-48



D-12122

No.	REVISION	DATE	CHKD.
6			
5			
4			
3			
2	Revised	12-17-30	
1	Spacing & Bars	11-19-30	F.L.

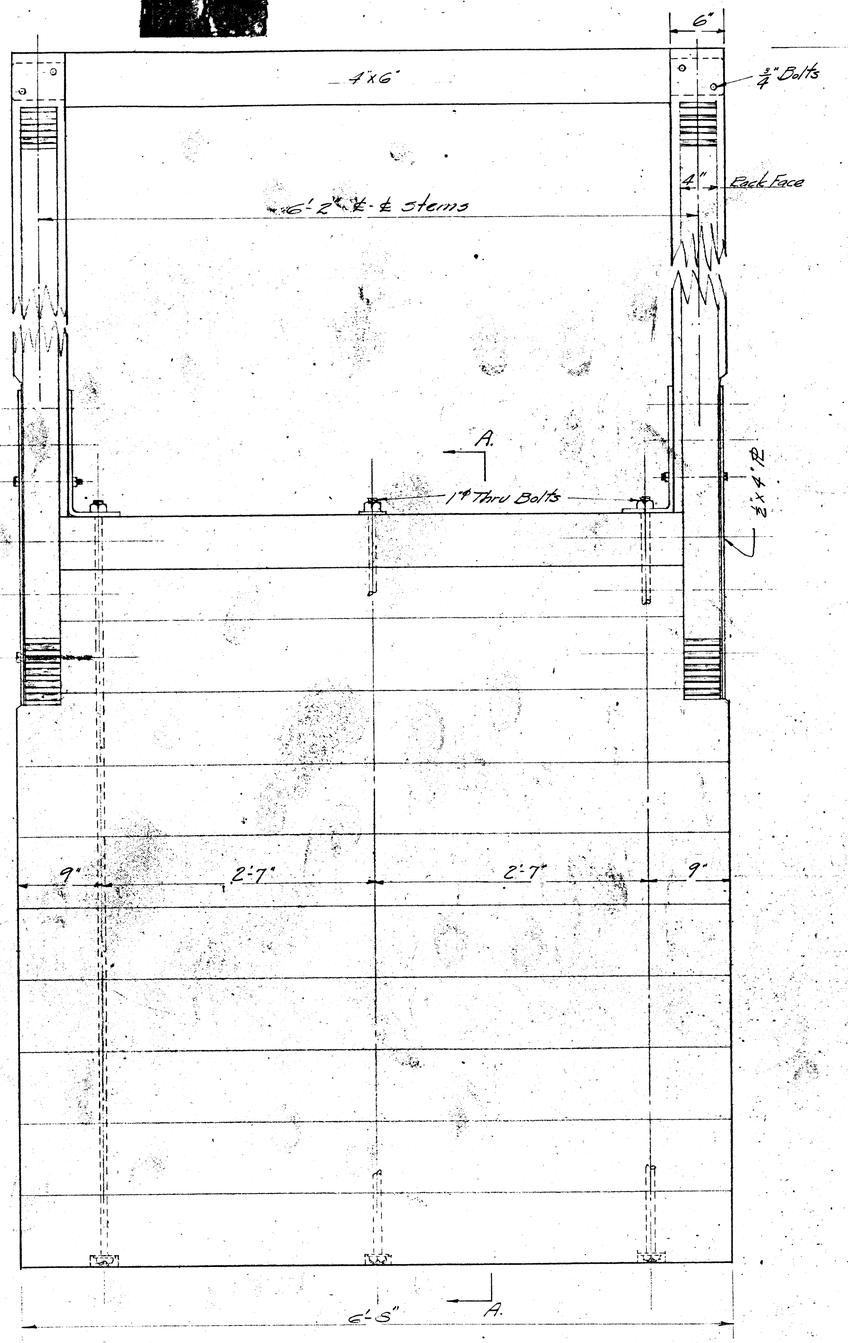
MADE BY J.L.F. CHKD. BY F
TRACED BY APPR. BY F

SPILLWAY SECTIONS ALAMOOSOOK LAKE MAINE SEABOARD PAPER CO.

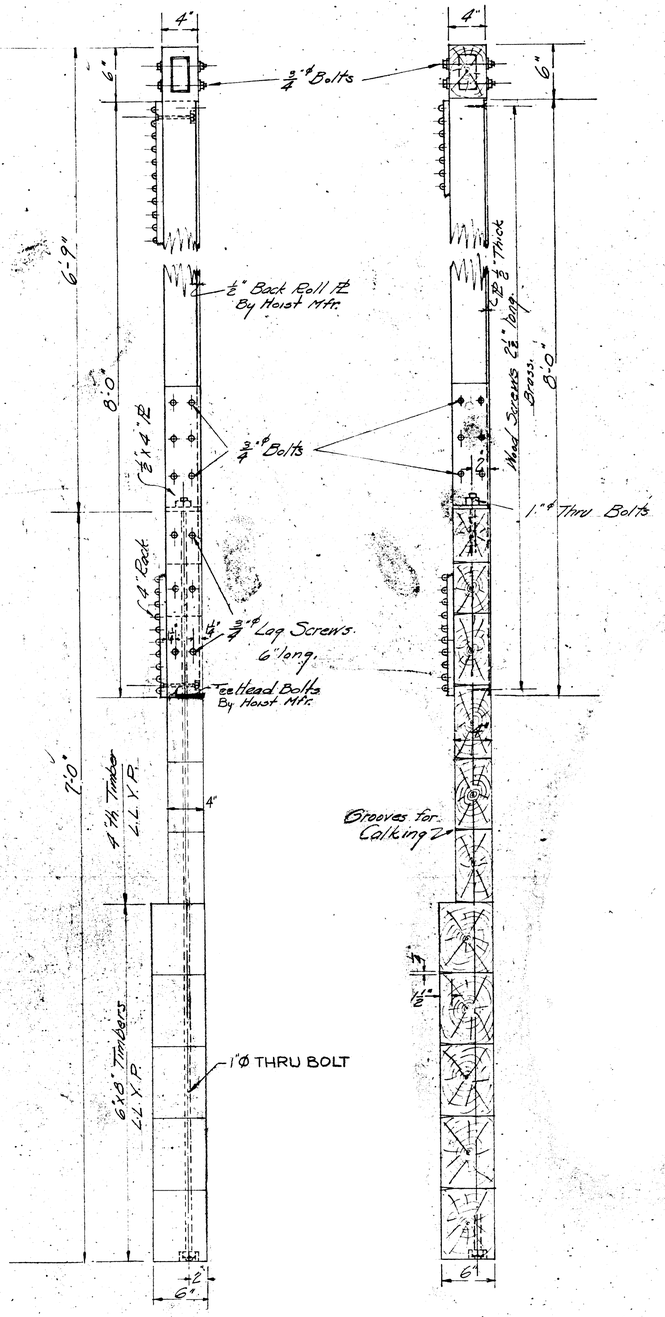
NEW ENGLAND PUBLIC SERVICE CO.
ENGINEERING DEPARTMENT
SCALE: ½"=1'-0" DATE: Sept. 19, 1930

347-79
W.O.K.

877



ELEVATION



END VIEW

SECTION A-A

D-12123

SLUICE GATE DETAILS

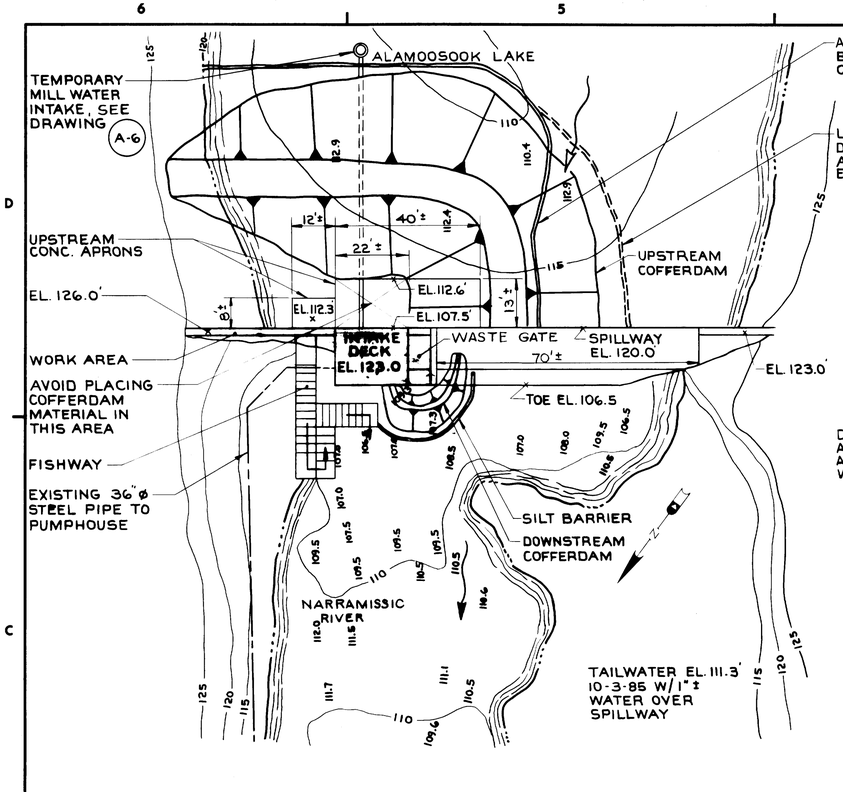
MOOSEHEAD LAKE
MAINE SEABOARD PAPER Co.

REVISION	DATE

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TRACED BY: APPR. BY: C

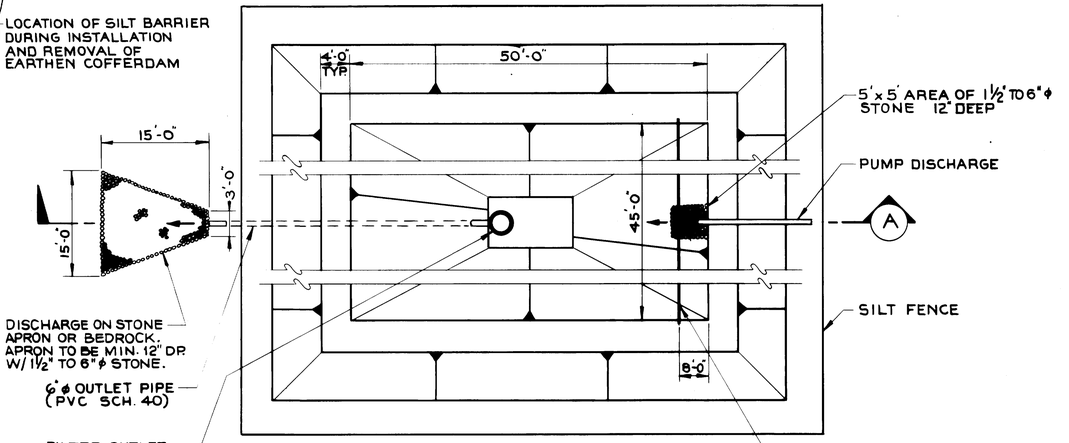
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ENGINEERING DEPARTMENT
SCALE: 1½"=1'-0" DATE: 10-12-30

347-86



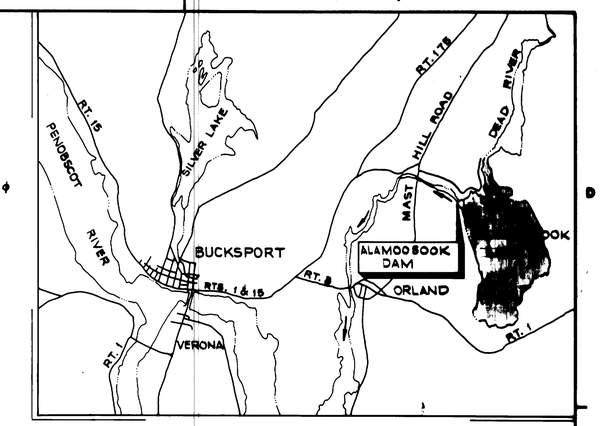
SITE PLAN

1" = 20'

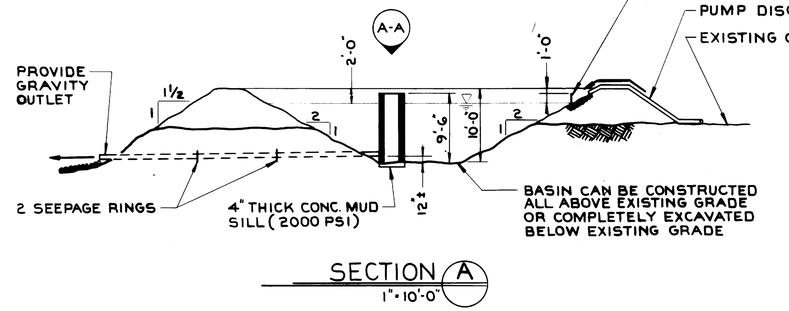


SEDIMENT BASIN PLAN

1" = 10'-0"

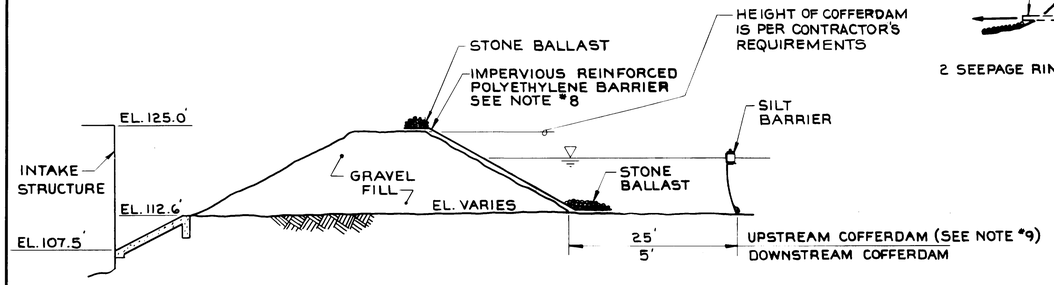


LOCATION MAP



SECTION A

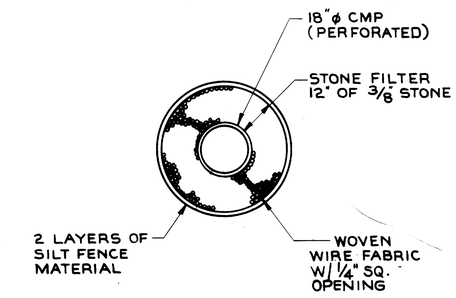
1" = 10'-0"



SECTION THRU COFFERDAM

TYP. 1" = 10'-0"

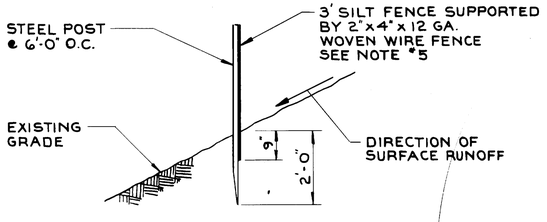
UPSTREAM COFFERDAM SHOWN, DOWNSTREAM COFFERDAM SIMILAR



VIEW A-A

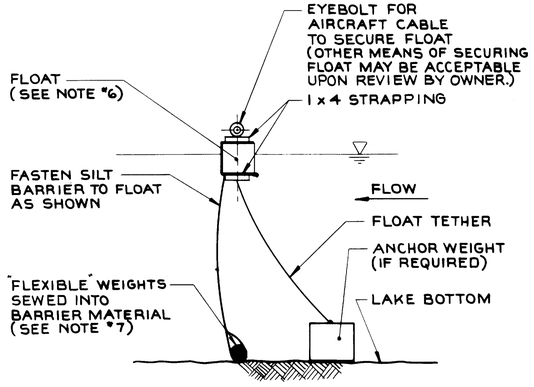
1" = 2'-0"

FILTER OUTLET RISER PIPE



SILT FENCE DETAIL

TYP. 1" = 2'-0"



CONTRACTOR TO SIZE THE FLOAT, ANCHOR WEIGHTS & BARRIER WEIGHTS TO INSURE THE SILT BARRIER REMAINS ON LAKE BOTTOM

SILT BARRIER

N.T.S.

NOTES :

1. ALL ELEVATIONS ARE MILL DATUM & WERE TAKEN FROM EXISTING CONSTRUCTION DRAWINGS DATED 1930.
2. REGRADE & LOAM & SEED AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITIES.
3. SEDIMENTATION BASIN MAY BE LOCATED UPSTREAM OF INTAKE STRUCTURE OR IN THE AREA OF THE PUMPHOUSE. LOCATING SEDIMENTATION BASIN BETWEEN INTAKE STRUCTURE & PUMPHOUSE IS NOT ALLOWABLE.
4. COFFERDAMS SHOWN ARE DIAGRAMMATIC ONLY. DESIGN & CONSTRUCTION OF COFFERDAMS ARE CONTRACTORS RESPONSIBILITY. IF EARTHEN COFFERDAM IS USED, CONTRACTOR SHALL PROVIDE IMPERVIOUS POLYETHYLENE AND SILT BARRIERS AS DETAILED.
5. CONTRACTOR TO PROVIDE SILT FENCE WHERE REQUIRED AROUND SEDIMENTATION BASIN, STORAGE & SPOIL AREAS & OTHER AREAS WHICH HAVE HAD THE NATURAL VEGETATION & SOIL COVER DISTURBED BY CONSTRUCTION ACTIVITIES.
6. FLOAT MAY BE CONSTRUCTED OF RAILROAD TIES, TELEPHONE POLES, LOGS, STYROFOAM PONTOONS OR OTHER MATERIALS.
7. FLEXIBLE WEIGHTS FOR SILT BARRIER MAY CONSIST OF SCRAP STEEL, CHAIN, ROCKS, BRICKS OR OTHER "SINKABLE" MATERIALS. WEIGHTS SHOULD BE "FLEXIBLE" ENOUGH TO ALLOW FOR POSSIBLE IRREGULARITIES OF LAKE BOTTOM.
8. INTENT OF IMPERVIOUS POLYETHYLENE BARRIER FOR THE COFFERDAM IS TO REDUCE LEAKAGE THROUGH AND PREVENT EROSION OF COFFERDAM MATERIAL. LAP BARRIER MATERIAL IN A MANNER TO PREVENT REMOVAL BY FLOWING WATER.
9. SILT BARRIR SHALL BE LOCATED 25' FROM TOE OF UPSTREAM COFFERDAM WHEN COFFERDAM IS BEING INSTALLED OR REMOVED.

RECORD DRAWING

DRAWING REPRESENTS THE BEST INFORMATION AVAILABLE TO THE ENGINEER UPON COMPLETION OF WORK.

KLEINSCHMIDT ASSOCIATES
CONSULTING ENGINEERS
11-17-86 BY PEC

STATE OF MAINE — PAUL E. CYR — REGISTERED PROFESSIONAL ENGINEER

Date	Chkd.	Revision
11-12-86	PEC	RECORD DRAWING

Drawn by: SF Date: 1-23-86
Checked by: PEC Date: 3-18-86
Approved by: PEC Date: 3-18-86
Scale: AS NOTED

CHAMPION INTERNATIONAL CORPORATION
BUCKSPORT, MAINE

ALAMOOSOOK DAM REPAIRS

SITE PLAN AND DETAILS

D-13598

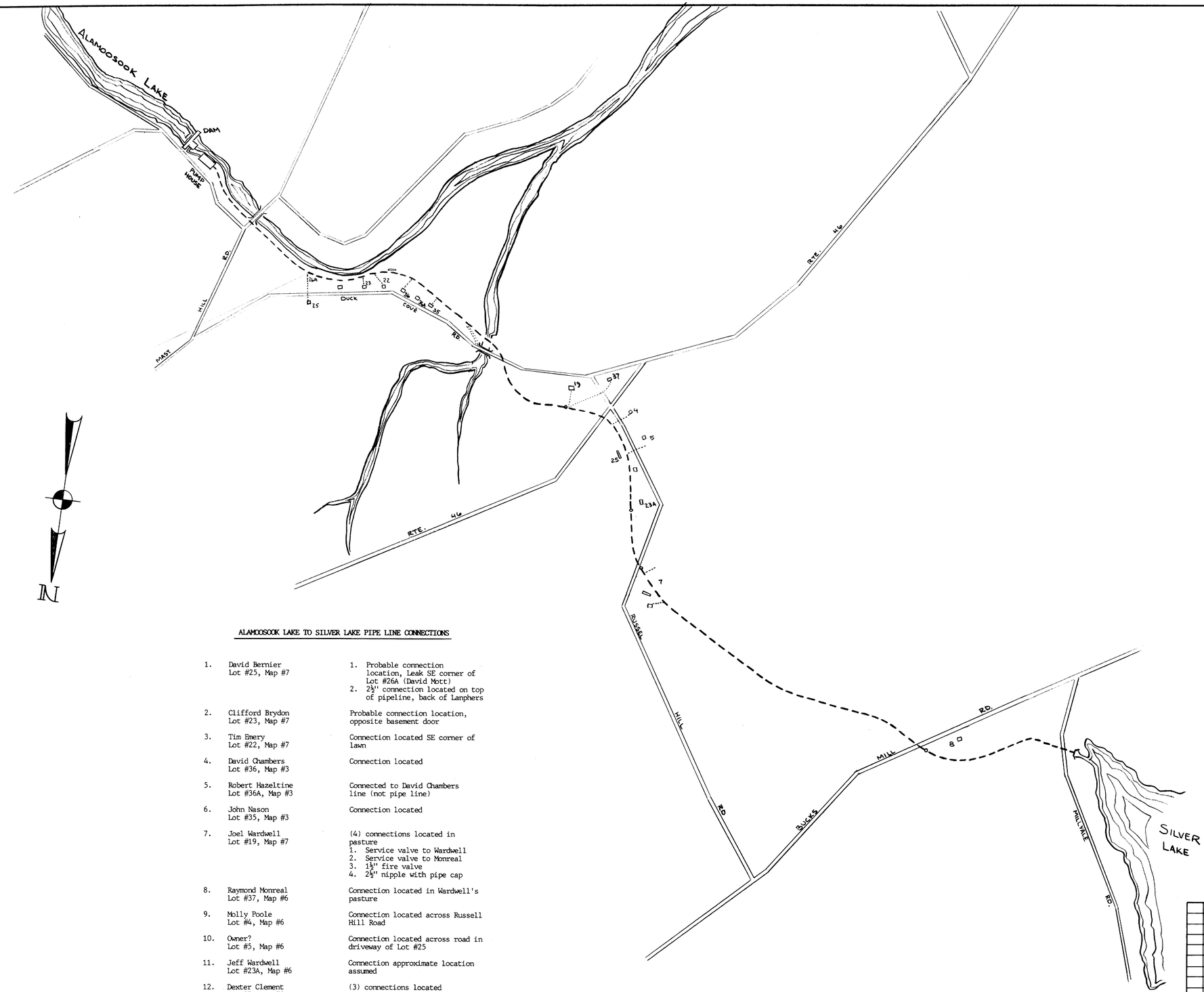
KLEINSCHMIDT & DUTTING
CONSULTING ENGINEERS
PITTSFIELD, MAINE

SHEET NO. A-1

034-09.001

D-13598

TELEDYNE POST N36209



ALAMOOSOOK LAKE TO SILVER LAKE PIPE LINE CONNECTIONS

1.	David Bernier Lot #25, Map #7	1. Probable connection location, Leak SE corner of Lot #26A (David Mott) 2. 2½" connection located on top of pipeline, back of Lanphers
2.	Clifford Brydon Lot #23, Map #7	Probable connection location, opposite basement door
3.	Tim Emery Lot #22, Map #7	Connection located SE corner of lawn
4.	David Chambers Lot #36, Map #3	Connection located
5.	Robert Hazeltine Lot #36A, Map #3	Connected to David Chambers line (not pipe line)
6.	John Nason Lot #35, Map #3	Connection located
7.	Joel Wardwell Lot #19, Map #7	(4) connections located in pasture 1. Service valve to Wardwell 2. Service valve to Monreal 3. 1½" fire valve 4. 2½" nipple with pipe cap
8.	Raymond Monreal Lot #37, Map #6	Connection located in Wardwell's pasture
9.	Molly Poole Lot #4, Map #6	Connection located across Russell Hill Road
10.	Owner? Lot #5, Map #6	Connection located across road in driveway of Lot #25
11.	Jeff Wardwell Lot #23A, Map #6	Connection approximate location assumed
12.	Dexter Clement Lot #7, Map #6	(3) connections located 1. Service to former trailer 2. 1½" coupling located 3. Service to house
13.	Gene Sanborn Lot #8, Map #5	1½" valve located 10 feet off pavement top of pipe

MATERIAL LIST

ITEM	PART NO.	QTY	P.O. NO.	REMARKS	DESCRIPTION

NO.	DATE	BY	REVISION

JOB CHARGE

DEPT.	CAT.	AREA	UNIT	SUB UNIT	FILE

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26

ENG. REF.	REFERENCE	DWG. NO.

Champion
CHAMPION INTERNATIONAL CORP.
PUBLICATION PAPERS — BUCKSPORT, MAINE

WATER SERVICE ALAMOOSOOK PIPE LINE SERVICE CONNECTIONS

SCALE - —
DRAWN - TCR
CHK'D -
APP'D -

MO. 10 DAY 2 YR 92

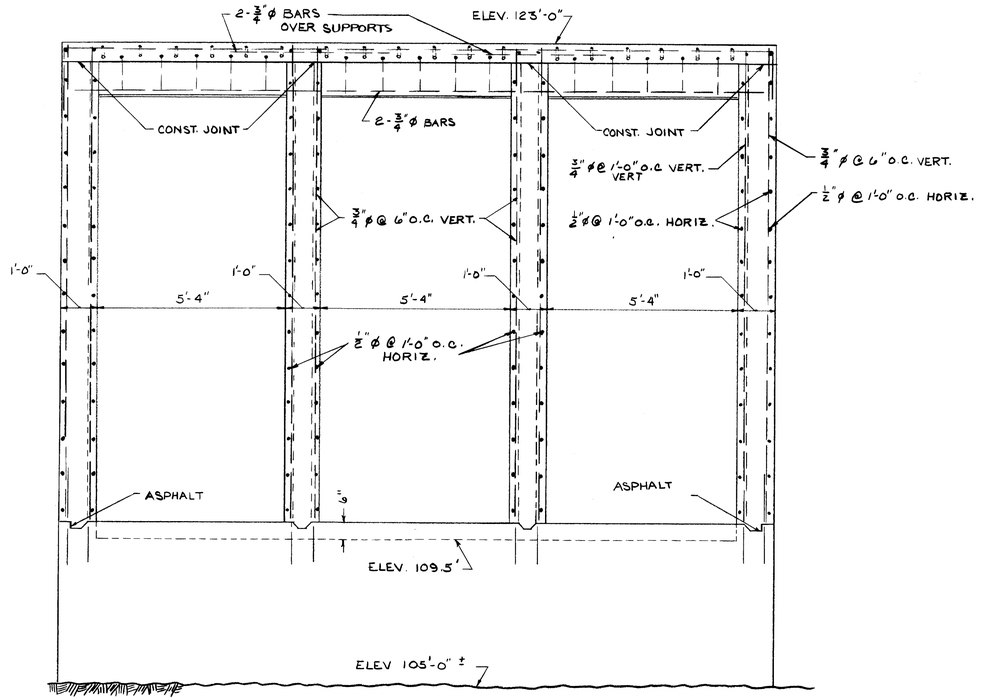
DWG. NO. D-14671

REV.

880

182193
SPILLER'S

MATERIAL LIST					
ITEM	PART NO.	QTY	P.O. NO.	REMARKS	DESCRIPTION



SECTION "C-C"
SCALE ½"-1'-0"

NO	DATE	BY	REVISION

JOB CHARGE 5-875
FILE DEPT. # 16

ENG. REF.	REFERENCE	DWG. NO.

PRINTING PAPER DIVISION ST REGIS PAPER COMPANY
BUCKSPORT, MAINE

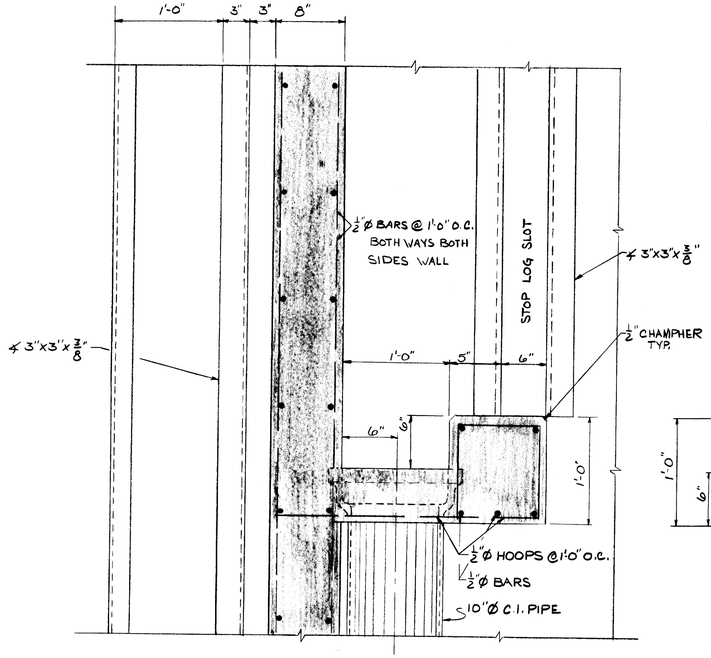
INTAKE SECTIONS
ALAMOOSOOK LAKE
TRACING OF #347-50 ME. PUBLIC SERVICE

SCALE - NOTED	MO.	DAY	YR.	DWG. NO.	REV.
DRAWN- GSW	1	23	65	D-121116	881
CHK'D -					
APP'D -					

53537
HARLAN F. SPILLER CO. INC.

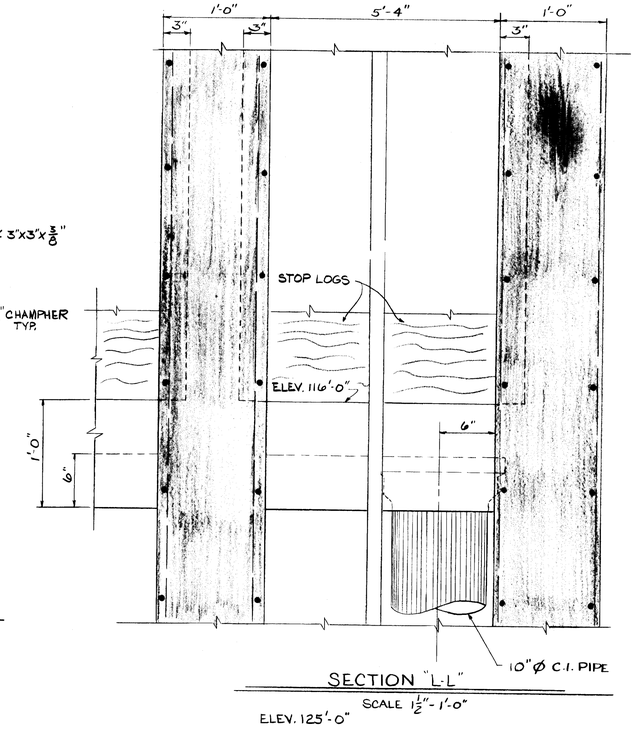
MATERIAL LIST

ITEM	PART NO.	QTY	P.O. NO.	REMARKS	DESCRIPTION



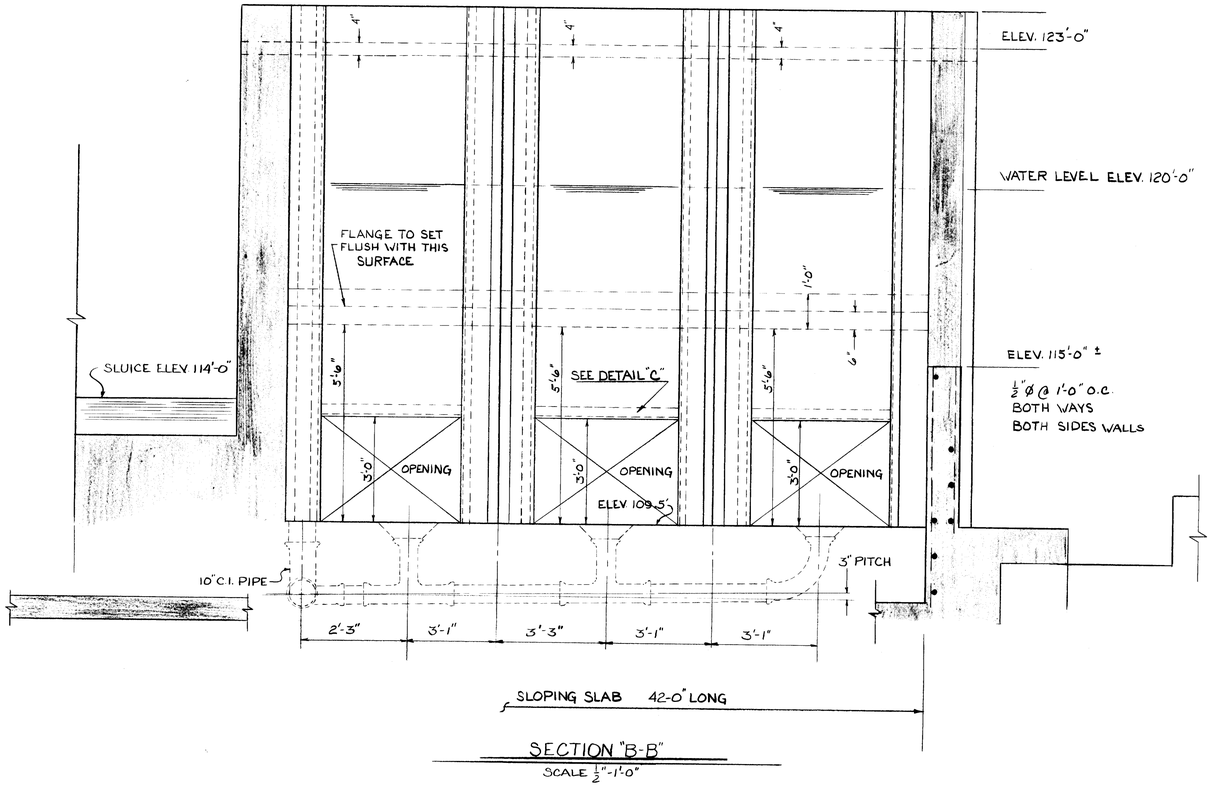
SECTION "M-M"

SCALE: 1½"-1'-0"



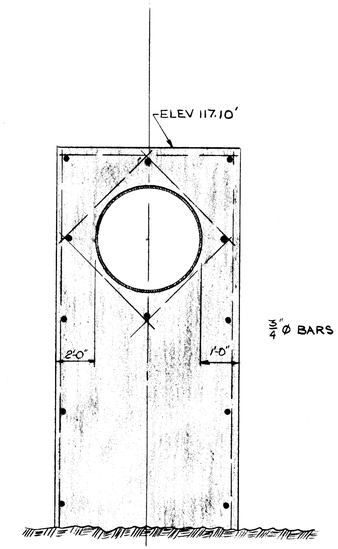
SECTION "L-L"

SCALE 1½"-1'-0"



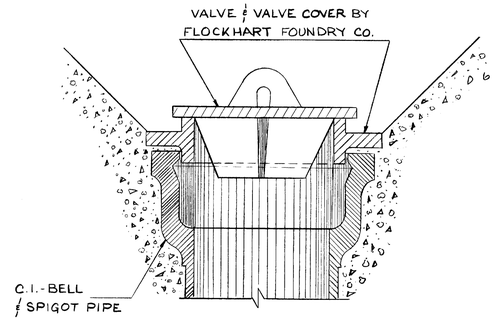
SECTION "B-B"

SCALE ½"-1'-0"



SECTION "N-N"

SCALE ½"-1'-0"



	PLAN ~ STEEL PIPE ~ OUTLET ALAM. LAKE	347-58
	SECTIONS ~ INTAKE ALAMOOSOOK LAKE	347-50
	INTAKE ~ ALAMOOSOOK LAKE SH. 2	347-48
	INTAKE ~ ALAMOOSOOK LAKE SH. 1	347-45
	SURVEY-OUTLET ALAMOOSOOK LAKE	347-29
ENG. REF.	REFERENCE	DWG. NO.

NO.	DATE	BY	REVISION

JOB CHARGE 5-8175

FILE DEPT. # 16

PRINTING PAPER DIVISION ST REGIS PAPER COMPANY
BUCKSPORT, MAINE

INTAKE DETAILS AND SECTIONS ALAMOOSOOK LAKE

TRACED FROM 347-49

	MO.	DAY	YR.	DWG. NO.	REV.
SCALE - NOTED					
DRAWN - GSW	1	25	85	D-1211170	0
CHK'D -					
APP'D -					

882

HARLAN F. SPILLER CO. INC.

SECTION J-J.
Showing location of angles for Checkered Plate.
1½"-1'-0" Scale.

DETAIL RAILING SOCKET

DETAIL "C"
2 Req'd. S-2

SECTION H-H

SECTION G-G.

SECTION F-F.
SCALE: 3"=1'-0"

SECTION A-A.
Scale 1"=1'

PLAN
Scale 1"=1'-0"

D-12120

PRESENTATION SHEET

INTAKE-ALAMOOSOOK-LAKE
BUCKSPORT-WATER-SUPPLY
ME. SEABOARD PAPER CO.

NEW ENGLAND PUBLIC SERVICE CO.
ENGINEERING DEPARTMENT
SCALE: AS SHOWN DATE: MAR. 21 1950

Flat Slab
El. 112.30

15" Wall to El 116.5

7'-6"

El. 126.0

4'-0"

El. 117.5

El. 113.5

El. 117.5?

El. 125.0

4"x4" Timber

1"x4" Timber

El. 125.3

11'-3"

El. 117.5

Flat Slab
El. 112.30

El. 113.5

SECTION Z-Z
1½"=1'-0"

3'-11"

5/8" ϕ Conc. Inserts @ 3'-0" ± c's

4'-0"

Slope

11'-9"

Slope Slab
Extends 12'6"

El. 115.5

El. 116.0

A-A

L 3"x3"x⅜"

L 6"x6"

L 3½"x3½"x⅜"

⅝" ϕ Hoops @ 10 o.c.

⅝" ϕ Hoops @ 10 o.c.

5/8" ϕ 1'-0" o.c. Both Ways

12" C.I. Pipe

El. 109.5

⅝" ϕ @ 1'-0" o.c. Horiz.

⅝" ϕ @ 1'-0" o.c. Vert.

18'-0"

19" C.I. Pipe

El. 111.10

2'-0"

⅝" ϕ @ 1'-0" o.c. Horiz.

⅝" ϕ @ 1'-0" o.c. Vert.

⅝" ϕ Ems

⅝" ϕ @ 1'-0" o.c. Vert.

SECTION K-K
Scale ½"=1'-0"

Note: Use Celite in all reinforced concrete @ 3# per bag of cement. Paint all plate iron work on all

PRELIMINARY

Reference on:
341-20 - Survey - Outlet Alamoosook Lake.
341-33 - Intake Alamoosook Lake Sh. 1
341-49 - Details of Intake Alamoosook Lake
341-50 - Sections - Intake Alamoosook Lake
341-58 - Plan of Steel Pipe Outlet Alamoosook Lake

D-12121

No.	REVISION	DATE	CHK'D
6			
5			
4	Survey Data	11-1-3	
3	Survey	11-1-3	
2	Survey	9-1-3	
1	General	11-15-29	

MADE BY H.A.R. CHK'D BY G.C.W.
TRACED BY APPR'D BY

SHEET #2
INTAKE ALAMOOSCOOK LAKE
BUCKSPORT WATER SUP'L
MAINE SEABOARD PAPER CO

NEW ENGLAND PUBLIC SERVICE CO.
ENGINEERING DEPARTMENT
SCALE: DATE: AUG. 13 1930

347-48

Socket

3-½"ϕ hoops - 8" dia. — 3" W.I. Pipe Sockets 0'-8" long

Crest El. 120.0

1'-0" — 1'-9" — 1'-7"

3'-4 5/16"

El. 115.75

1'-3" D.

1'-0" — 11'-9" — 3'-10 7/16"

El. 112.58

El. 110.32

11'-3" D.

7

12

5-5 7/16"

16'-8"

Heavy Rock Paving

Compacted Fill

1"ϕ x 9'-0" @ 1'-0" o.c. Top & Bottom

El. 106.5

1'-0" — 1'-6"

1"ϕ spacers @ 1'-6" o.c.

Gravel

Tile Drain

See Note Sec. P-P

8'-3"

El. 125.0

½"ϕ spacers @ 1'-0" o.c.

½"ϕ C-10 @ 5" o.c.

3"x3"x¼" L

Gate Groove 5" deep

1"ϕ @ 1'-0" o.c. Both Faces

¾" Chamfer

Horiz. Steel 1"ϕ @ 2'-0" o.c. Both Faces

1'-0" — 11'-9"

Crest Elev. 114.0

1'-0" — 1'-0"

El. 112.58

El. 112.5

El. 115.0

1"ϕ @ 1'-0" o.c. Both Faces Bottom Ends Hooked

Pier 18" Th.

Pier 1'-6" Thick

Bottom of steel Far Face " " " " Near "

4'-0"

2'-0" — 3'-4½"

16'-8"

Heavy Rock Paving

6'-0"

1"ϕ x 9'-0" @ 1'-0" o.c. Top & Bottom

El. 106.5

1'-0" — 1'-6"

1"ϕ spacers @ 1'-6" o.c.

Cut-off to good material

8" Tile Drain

Compacted Fill

SECTION "P-P"

Scale: ½" = 1'-0"

SECTION "Q-Q"

7'-1" — 7"

1"ϕ Anchor Bolts

1"ϕ Anchor Bolts 1'-6" long Proj. 3"

El. 125.2

El. 125.2

4½" x 3/16 El. 133.2

2"ϕ @ 1'-0"

1'-0" — 1'-0"

8'-3"

4'-0"

6"

6'-0"

PLAN S-S

D-12122

No.	REVISION	DATE	CHKD.
6			
5			
4			
3			
2	Revised	12-13-29	
1	Apron & Sills	11-19-29	F.C.

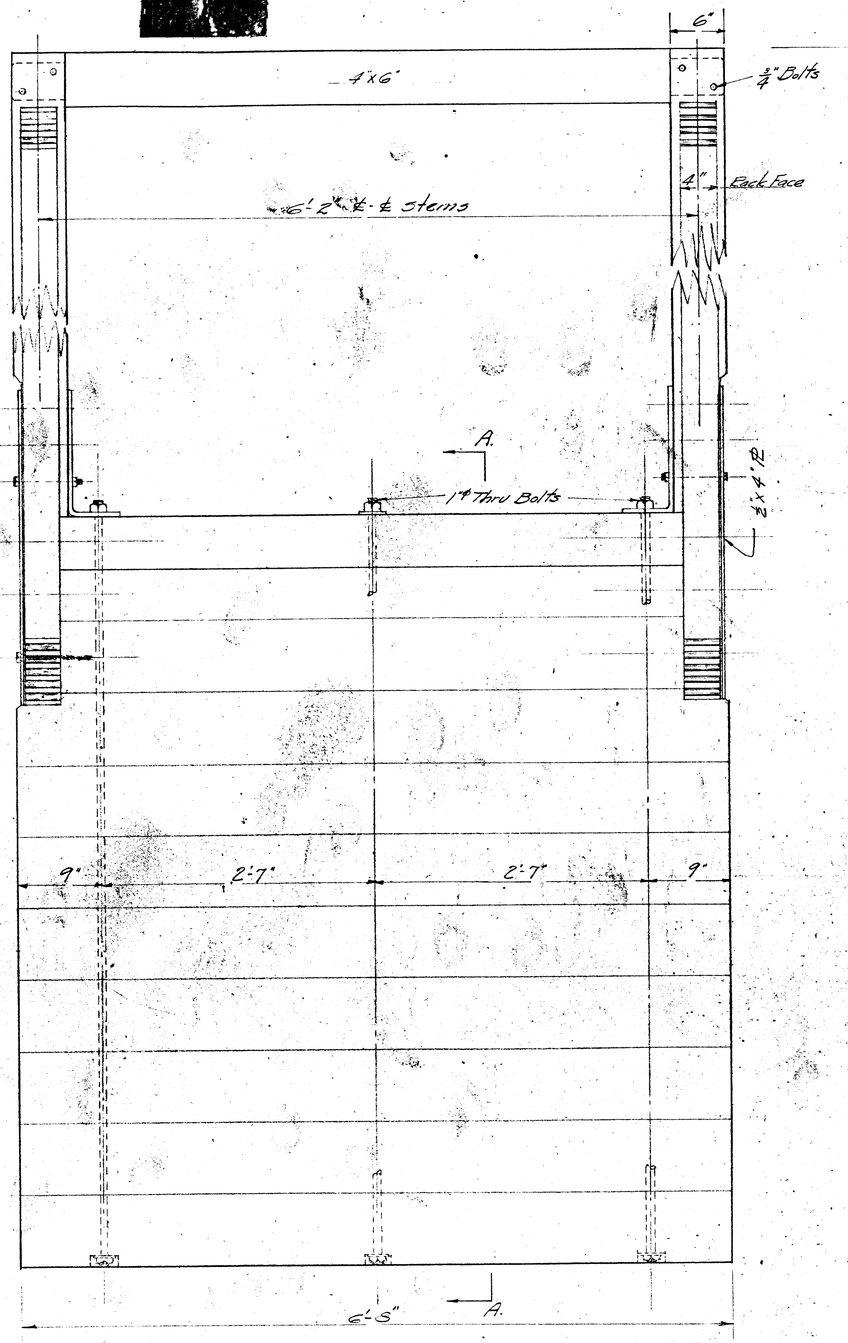
MADE BY J.H.F. — CHKD. BY F

TRACED BY — APPR. BY F

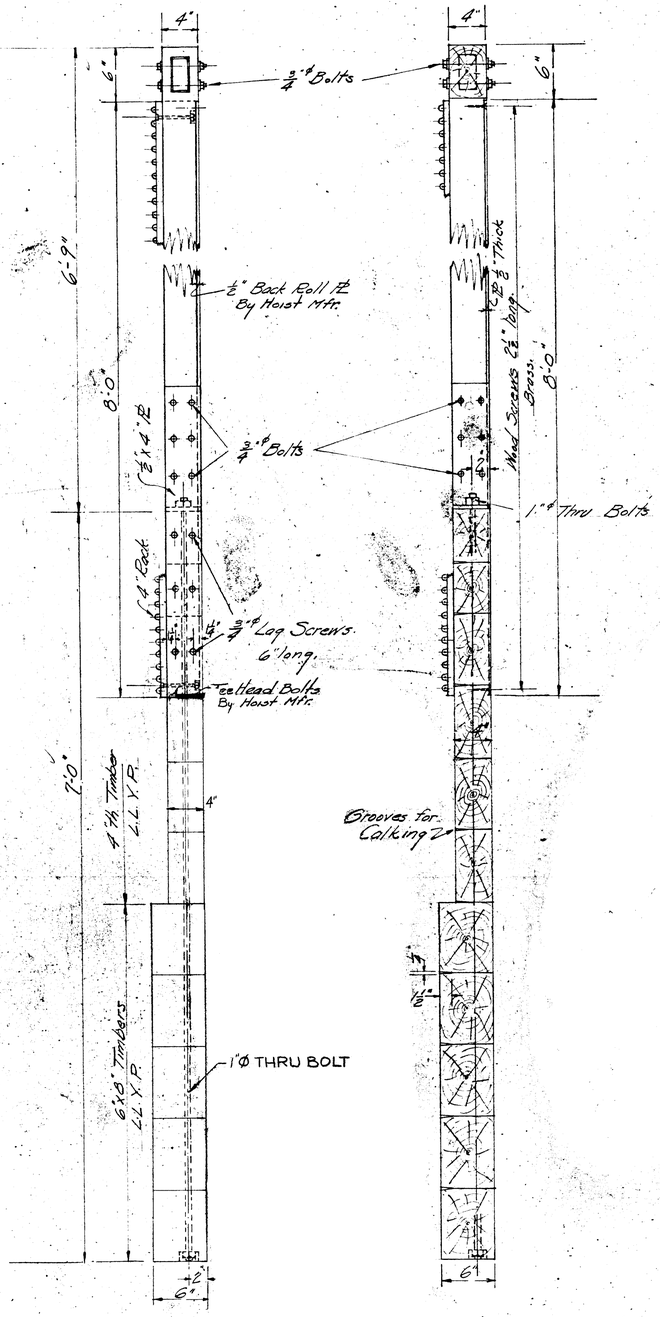
SPILLWAY SECTIONS ALAMOOSOOK LAKE MAINE SEABOARD PAPER CO.

NEW ENGLAND PUBLIC SERVICE CO.
ENGINEERING DEPARTMENT
SCALE: ½" = 1'-0" DATE: Sept. 19, 1930

347-79
W.O.K.



ELEVATION



END VIEW

SECTION A-A.

D-12123

REVISION	DATE

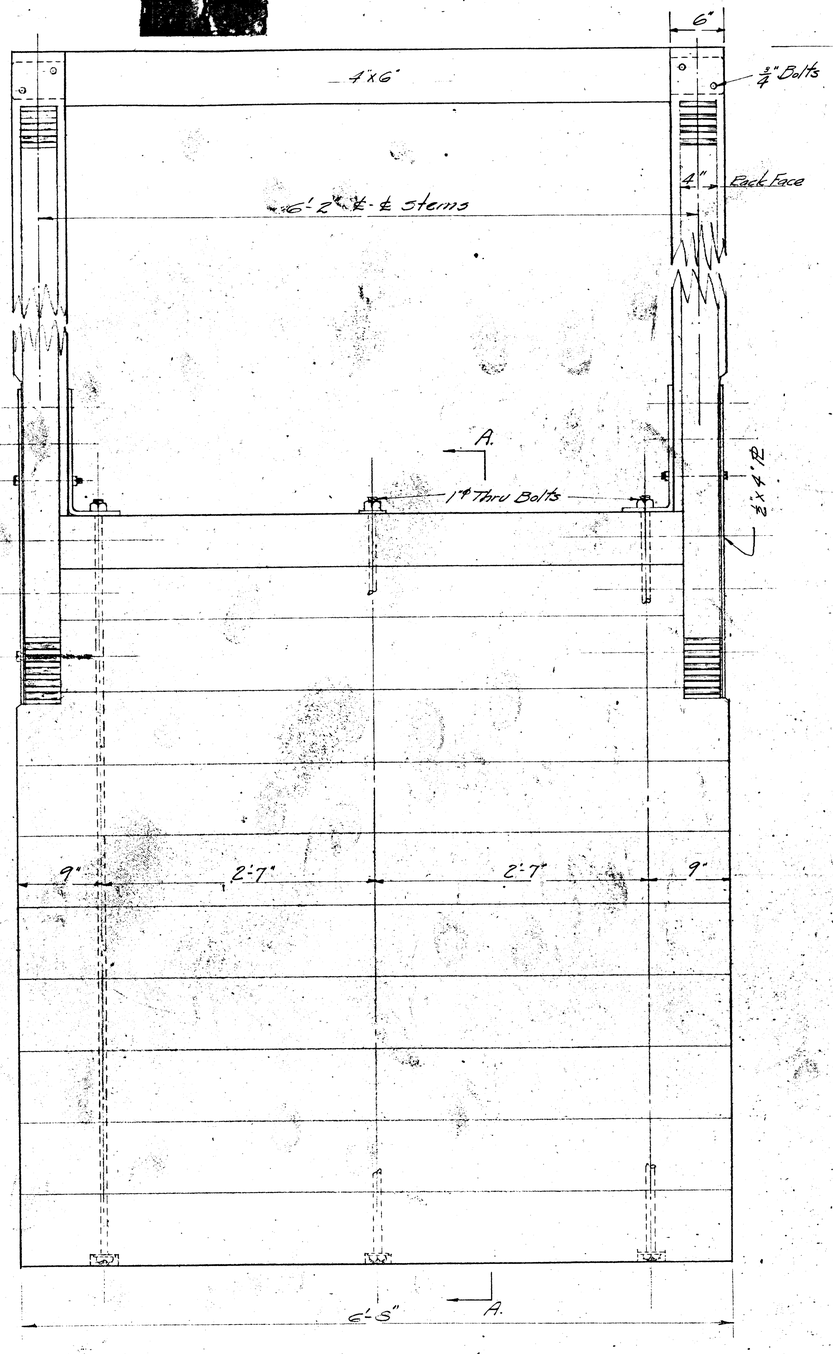
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TRACED BY: APPR. BY: [illegible]

SLUICE GATE DETAILS

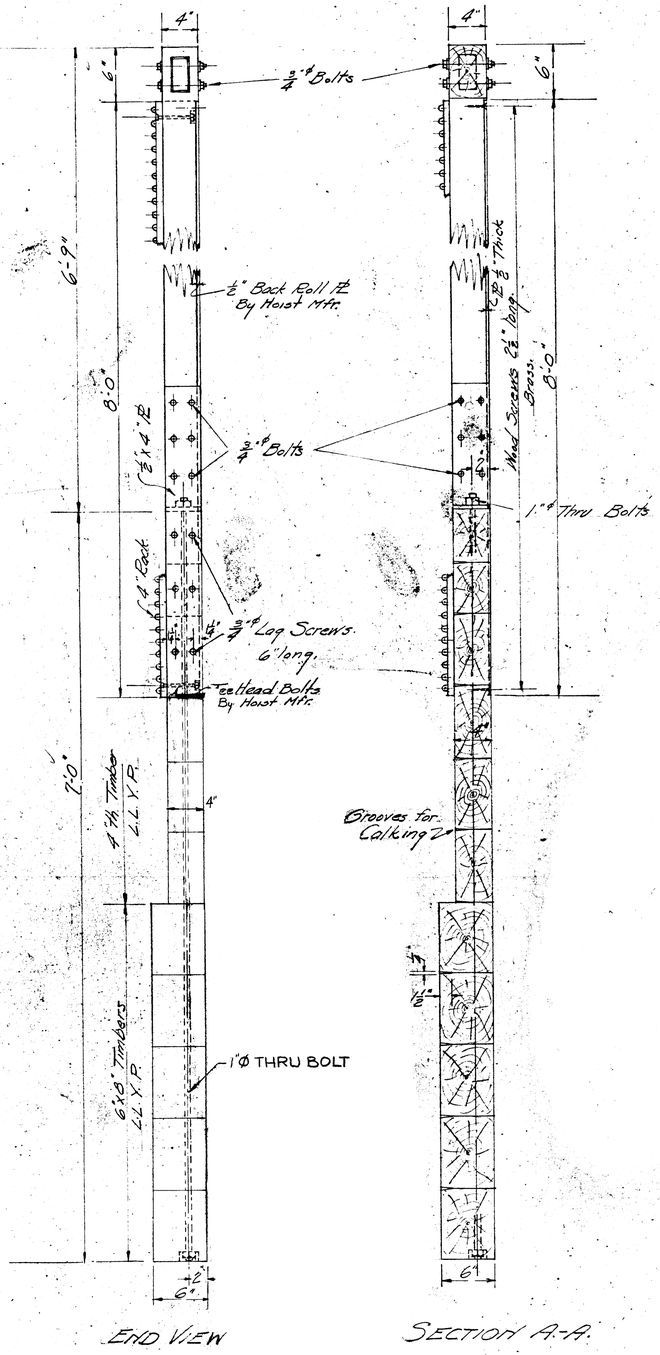
FLANDOOSOOK LAKE
MAINE SEABOARD PAPER Co.

NEW ENGLAND PUBLIC SERVICE CO.
ENGINEERING DEPARTMENT
SCALE: 1½"=1'-0" DATE: 10-12-30

347-86



ELEVATION.



END VIEW

SECTION A-A.

D-12123

SLUICE GATE DETAILS

ALAMOOSOOK LAKE
MAINE SEABOARD PAPER Co.

NEW ENGLAND PUBLIC SERVICE CO.
ENGINEERING DEPARTMENT
SCALE: 1/2"=1'-0" DATE: 10-12-30

REVISION	DATE
MADE BY E.A.C.	CHKD BY C
TRACED BY	APPR. BY C

347-86

November 19, 2015

VIA E-MAIL

Ms. Cintya Paschoaloti Bailey
Regulatory Compliance Manager
Bucksport Generation LLC
2 River Road
Bucksport, ME 04416

Dam Condition Assessment
Alamoosook Dam (NID ID # ME00144 and/or State ID #110)

Dear Ms. Bailey:

On October 14, 2015, I visited the Alamoosook dam to assess its condition and provide recommendations on needed short and long term repairs. I was accompanied during my visit by yourself and the dam operator, Wesley Shute.

Alamoosook (see Attachment A – Photo 01) is located in Bucksport, ME and is part of the Bucksport Water System. Immediately downstream of the dam is the pump house which runs approximately 12,200 feet of pipe to Silver Lake and has an intake at Alamoosook. The pond level is controlled by the concrete dam and a manual gate that overflows into the Narramissic River. The dam is approximately 160 feet long and 20 feet high. From the right to left on the dam (when looking downstream) is an abutment wing wall, a fish passage structure, the pump house intake structure, a 5.5 feet wide overflow gate, a 70 feet spillway with 15 inch flashboards which are removed from the crest between November and April, and the left abutment wing wall. During the site visit the pond level was 12-15 inches lower than normal.

OBSERVATIONS

The right abutment wing wall was in good condition (Photo 02) with signs of alkali-silica reactivity (ASR). The ASR does not appear to be extensive enough to cause a structural concern. The rip rapped right embankment slope downstream of the wing wall has some vegetative growth which should be removed to prevent larger bushes and trees from rooting.

The fish passage structure was in good condition above the water level (Photo 03). The dive inspection conducted by Commercial Divers Inc. on August 4, 2015 noted that there was

> *no damage to the fish way and footing to the steel X column. There was some riprap missing from the outside edge of the concrete base pier of the X column near the center of the stream* [Photo 04]. *The depth of the missing riprap was 1'-2' and the width was around 4'*

Kleinschmidt does not have any drawings of the fishway to show the underside of the concrete flume where it enters the tailrace. We are therefore unsure how much of the flume that the cross brace (X column) is designed to support. This area should be, at a minimum, re-rip rapped. However, this method has proven ineffective for long term service. We would therefore recommend the suggested Commercial Diver's option of using pump grout bags to support the underside of the fish passage structure where scour is occurring.

The pump house intake structure was in good condition above the water level (Photo 05). The dive inspection noted that the

> *footing is scoured gravel under the footing and has not changed much for last year, the area of scour is 10' wide and 6"-2' in height and 6'-8' in depth* [Photo 06]

Drawings of the intake structure indicate that the concrete floor is 4.5 feet thick, so it is likely that it can support the cantilevered forces from the unsupported base. However, the stability of the structure has been compromised and without a full stability analysis, Kleinschmidt is unsure at what water level the structure may become unstable. We recommend the suggested Commercial Diver's option of using pump grout bags to support the underside of the intake structure this fall and then a complete repair within the next few years. This repair would be to form up the intake base and pump new concrete into the scoured area. The toe of the structure would then be rip rapped with large boulders sized for the flows in the area to prevent future scour.

The overflow gate was open and passing flow during the site visit and was not inspected. The gate is wooden and the upstream face has been covered with poly to prevent leakage.

The concrete spillway appeared to be in good condition (Photo 07), although there was leakage beneath the flashboards. Per the dive inspection, there was no scour along the toe of the spillway. Spillway repairs were last made in 2008.

The left abutment was not inspected.

RECOMMENDATIONS

SHORT TERM

1. Remove any vegetative growth on the rip rap embankments.
2. Install pump grout bags beneath the underside of the fish passage structure where scour is occurring.
3. Install pump grout bags beneath the underside of the intake structure where scour is occurring or preform stability analysis of the intake structure to determine the structure's current stability.

LONG TERM

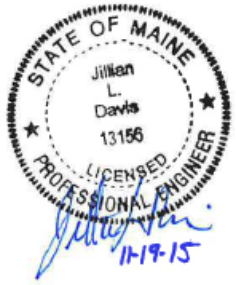
4. Repair the scoured area beneath the intake structure, forming up the intake base and pumping new concrete into the scoured area. Then rip rap the toe with large boulders to prevent future scour.

5. Continue to monitor structure and embankments for development of leaks, deteriorated concrete, signs of movement (i.e. leaning or bowing of walls and spillway) in the structure and for signs of seepage in the embankments.
6. Recommend dam inspections every 5 years to monitor the dam condition.

Sincerely,

KLEINSCHMIDT ASSOCIATES

Jillian L. Davis, P.E.
Project Manager



JLD:NC
Attachments: A - Site Photos
B - Site Notes

ATTACHMENT A

SITE PHOTOS



PHOTO 01



PHOTO 02



PHOTO 03



PHOTO 04



PHOTO 05



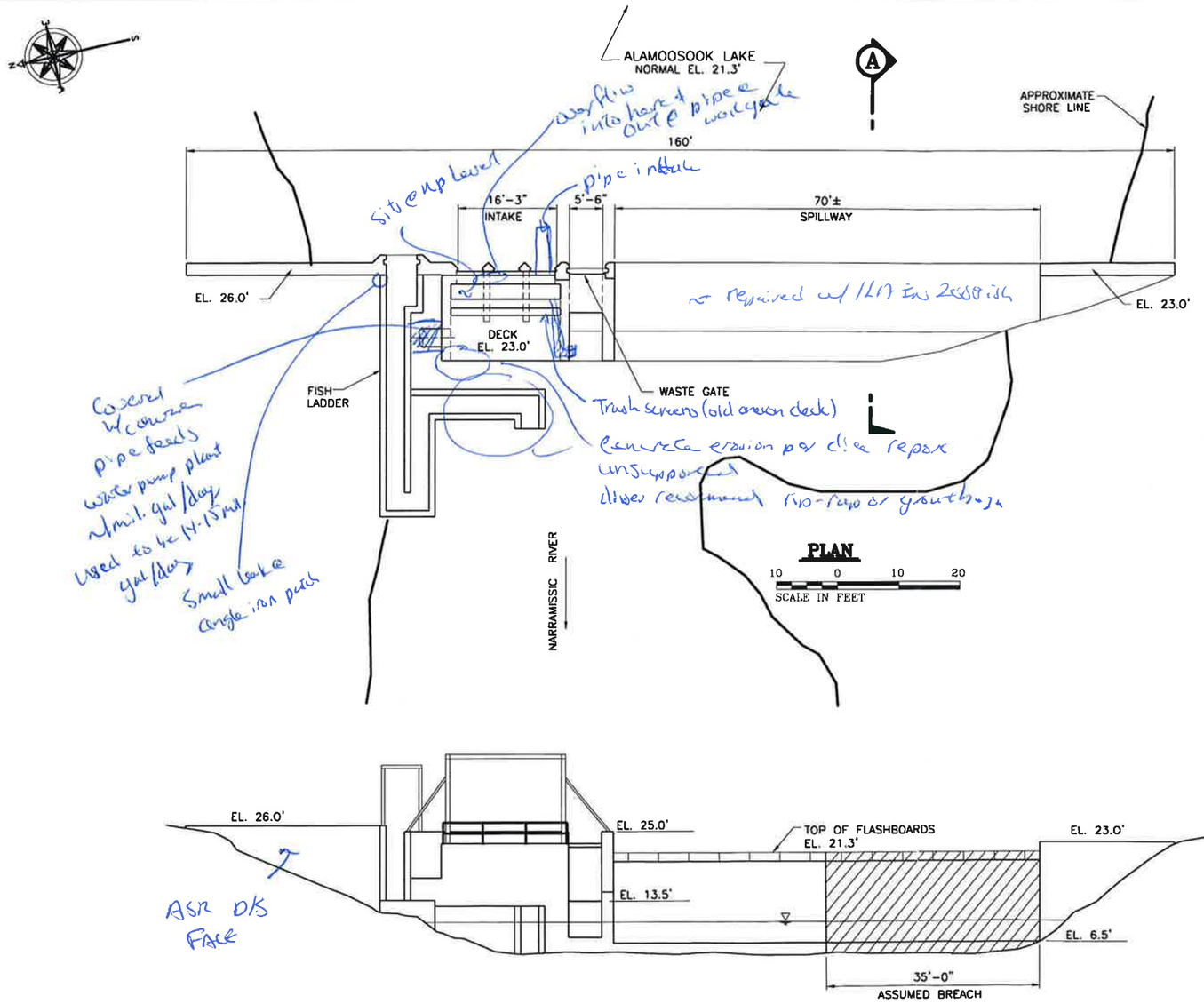
PHOTO 06

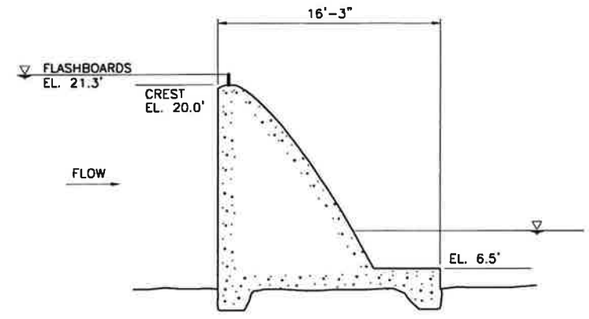


PHOTO 07

ATTACHMENT B

SITE NOTES





SECTION A

5 0 5 10
SCALE IN FEET

NOTE:

ELEVATIONS ARE APPROXIMATE USGS DATUM AS DERIVED FROM MILL DATUM. ASSUMED USGS DATUM EQUALS MILL DATUM MINUS 100'.

			INTERNATIONAL PAPER COMPANY BUCKSPORT, MAINE
			ALAMOOSOOK LAKE DAM
			PLAN, ELEVATION AND SECTION
Date	Chkd.	Revision	
Drawn by: D. QUA	Date: 11-3-98		Kleinschmidt Associates Consulting Engineers Pittsfield, Maine
Designed by: MEB	Date: 11-16-98		FIGURE 2
Checked by: MEB	Date: 11-16-98		034-017
Scale: AS SHOWN			

November 19, 2015

VIA E-MAIL

Ms. Cintya Paschoaloti Bailey
Regulatory Compliance Manager
Bucksport Generation LLC
2 River Road
Bucksport, ME 04416

Dam Condition Assessment
Toddy Pond (NID ID # ME00146 and/or State ID #111)

Dear Ms. Bailey:

On October 14, 2015, I visited the Toddy Pond dam to assess its condition and provide recommendations on needed short and long term repairs. I was accompanied during my visit by yourself and the dam operator, Wesley Shute.

Toddy Pond (see Attachment A – Photo 01) is located in Orland, ME and is part of the Bucksport Water system. The pond level is controlled by the granite block dam and a manually operated wooden gate. The gate feeds flow through the Toddy Pond stream to Alamoosook Lake. The main portion of the dam, excluding the concrete abutments, is approximately 41 feet long and 9 feet high. From the right to left on the dam (when looking down stream) it a fish passage opening, a concrete pier, a 10 foot long granite block spillway, a concrete gate structure with a 5 foot wide by 6.3 foot tall wooden gate, a 9 foot long granite block spillway and a concrete pier connecting into the left side abutment. To the far end of the left abutment is a discontinued intake structure.

OBSERVATIONS

The fish passage structure, which extends under the Hatchery road and exits into the Toddy Pond stream, was in good condition (Photo 02). There is one area on the left wall that has some delaminated concrete (Photo 03). This concrete should be repaired in the future but at this time it does not present a structural or dam safety concern. Repair would include chipping away the deteriorated concrete down to sound concrete and resurfacing.

The right side granite block spillway was in good condition (Photo 04). There was some seepage at its interface with the gate concrete pier on the left side (Photo 05, right side when looking upstream). This seepage is not of immediate concern and is to be expected with a granite block structure. The downstream concrete apron was also in good condition, but has some vegetative growth (Photo 06) that should be removed.

The outside of the right gate pier (Photo 07) has a large area of concrete delamination working up from its interface with the gate sluice surface. Downstream of the gate, on the interiors of both concrete piers, there are large amounts of concrete scour and delamination (Photo 08 right side looking upstream and Photo 09 left side looking upstream). On the left pier there is a large leak (Photo 09) that appears to originate from the upstream face of the gate structure. The wooden gate

itself is in poor condition. It has been covered with a polymer plastic on the upstream face to help prevent leakage through the boards. The pond water level was lower than normal and only one large leakage area (Photo 10) through the boards was observable. The concrete was in good shape above the deteriorated concrete caused by the gate flow and freeze-thaw conditions. The gate should be replaced and the concrete piers repaired by chipping away deteriorated concrete down to sound concrete and resurfacing. I recommend that these repairs occur in 2016.

The left side granite block spillway was in good condition. As with the right side spillway, there was some seepage at its interface with the gate concrete pier on the right side. The downstream apron has eroded and shows large rocks that may be a cyclopean concrete aggregate (Photo 11). You and Mr. Shute reported that when the pond is at normal levels there is seepage between the rocks and the concrete. This area should have shotcrete applied to its surface and sealed within the next year.

The earthen embankments located downstream of the concrete abutments appeared to be in good condition. In general, there was no sign of seepage, sink holes, or rodent holes. There was one location on the left side of the dam, near the intersection of the Hatchery Road bridge and the left abutment wall that has a small sink hole (Photo 12), this should be filled in and monitored.

RECOMMENDATIONS

SHORT TERM

1. Replace wooden gate. The gate can be replaced in kind or with a newer steel gate.
2. Repair concrete piers by chipping away deteriorated concrete down to sound concrete and resurfacing.
3. Shotcrete cover the cyclopean concrete aggregate (stone) downstream of the left side granite spillway.
4. Fill in sinkhole on left side of the dam, near the intersection of the Hatchery Road bridge and the left abutment wall.
5. Remove any vegetative growth on the aprons downstream of the granite blocks or on the face of the granite blocks. Keep all embankment grass trimmed.

LONG TERM

6. Repair fish passage concrete wall by chipping away deteriorated concrete down to sound concrete and resurfacing.
7. Continue to monitor structure and embankments for development of leaks, deteriorated concrete, signs of movement (i.e. leaning or bowing of abutment walls) in the structure and for signs of seepage in the embankments.
8. Recommend dam inspections every 5 years to monitor the dam condition.

Sincerely,

KLEINSCHMIDT ASSOCIATES

Jillian L. Davis, P.E.
Project Manager

STATE OF MAINE Jillian L. Davis 13156 LICENSED PROFESSIONAL ENGINEER 11-19-15

JLD:NC
Attachments: A - Site Photos, B - Site Notes J:\4305\001\Docs\Toddy Pond Inspection Letter 11-19-15.docx

ATTACHMENT A

SITE PHOTOS



PHOTO 01





PHOTO 02



PHOTO 03



PHOTO 04



PHOTO 05



PHOTO 06



PHOTO 07



PHOTO 08



PHOTO 09



PHOTO 10



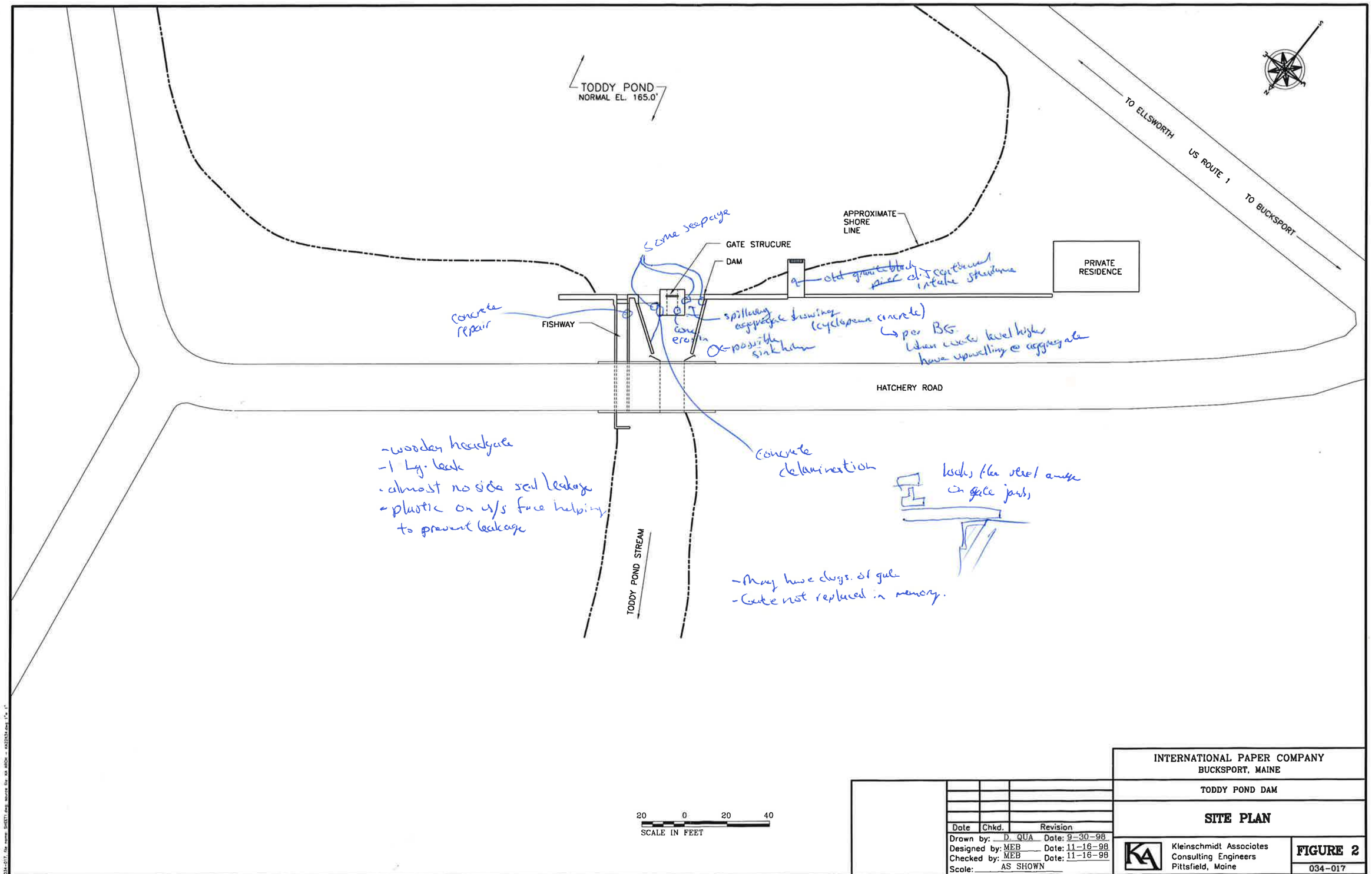
PHOTO 11



PHOTO 12

ATTACHMENT B

SITE NOTES

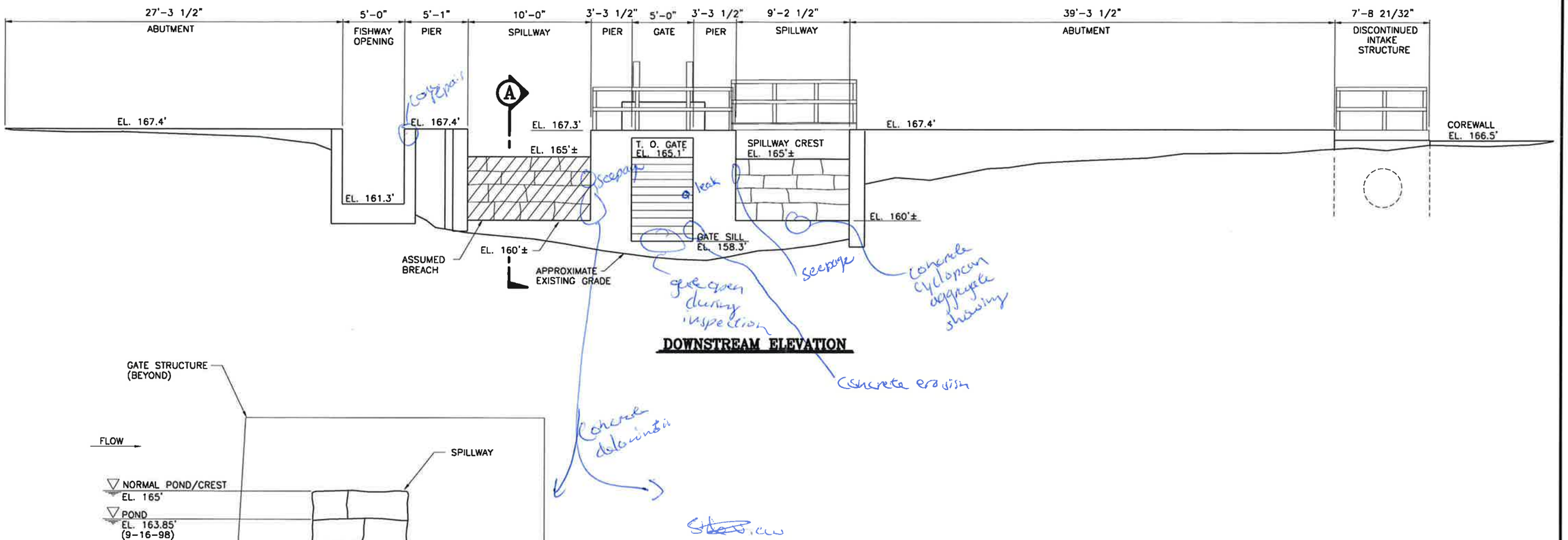


			INTERNATIONAL PAPER COMPANY BUCKSPORT, MAINE
			TODDY POND DAM
			SITE PLAN
Date	Chkd.	Revision	

Drawn by: D. QUA Date: 9-30-98
Designed by: MEB Date: 11-16-98
Checked by: MEB Date: 11-16-98
Scale: AS SHOWN

Kleinschmidt Associates
Consulting Engineers
Pittsfield, Maine

FIGURE 2
034-017



NOTE:
ELEVATIONS ARE APPROXIMATE USGS DATUM AS DERIVED FROM MILL DATUM. ASSUMED USGS DATUM EQUALS MILL DATUM PLUS 65'.

INTERNATIONAL PAPER COMPANY
BUCKSPORT, MAINE

TODDY POND DAM

DOWNSTREAM ELEVATION

Date	Chkd.	Revision

Drawn by: D. QUA Date: 9-30-98
Designed by: MEB Date: 11-16-98
Checked by: MEB Date: 11-16-98
Scale: AS SHOWN

Kleinschmidt Associates
Consulting Engineers
Pittsfield, Maine

FIGURE 3
034-017

EXHIBIT C

TERMS AND CONDITIONS APPLICABLE TO THE WATER TRANSMISSION EASEMENT, WATER EASEMENT AND ACCESS EASEMENT

Section 1. Certain Definitions. In addition to other defined terms set forth in this Exhibit C and elsewhere in this Deed, the following terms as used in this Exhibit C will each have the meaning assigned in this Section 1:

(a) "**Available Water**" means the volume of Water defined below as available for delivery from Silver Lake through the Downstream Infrastructure each day that corresponds the following water elevations at Silver Lake, all as measured at the Silver Lake Gauge:

(i) whenever the water level at Silver Lake is within the Standard Range of Water Elevation, the "Available Water" is 12.5 MGD;
(ii) whenever the water level at Silver Lake is lower than 124 feet above MSL but higher than 122 feet above MSL, the "Available Water" is 8.5 MGD;
(iii) whenever the water level at Silver Lake is lower than 122 feet above MSL but higher than 120 feet above MSL, the "Available Water" is 4.5 MGD;
(iv) whenever the water level at Silver Lake is lower than 120 feet above MSL but higher than 118 feet above MSL, the "Available Water is 2.0 MGD; and
(v) whenever the water level at Silver Lake is at or below 118 feet above MSL, the "Available Water" is zero (0) MGD.

(b) "**BuckGen**" means Bucksport Generation LLC, a Delaware limited liability company.

(c) "**BuckGen Parcel**" means Lot 1 depicted on the Subdivision Plan and all easements and rights appurtenant to Lot 1.

(d) "**BuckGen Water Supply Easement**" means that certain Water Supply Easement dated on or about the date hereof from Grantor to BuckGen and recorded in the Registry of Deeds herewith.

(e) "**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in Portland, Maine, are authorized or required by law to be closed.

(f) "**Commencement of Commercial Operations**" means the earlier of (i) the date that the first salmon are at the facility to be constructed on the Whole Oceans Parcels, and (ii) the date the cohort of eggs intended for hatching and commercial sale are delivered to the facility to be constructed on the Whole Oceans Parcels.

(g) "**Consumer Price Index**" means the Consumer Price Index, All Urban Consumers (CPI-U), All Items, U.S. City Average (1982 - 84 = 100), prepared by the United States Department of Labor, Bureau of Labor Statistics; or if such index is no longer prepared, another comparable index prepared by the United States Department of Labor, Bureau of Labor Statistics or by other governmental agencies as the parties shall mutually agree.

(h) "**Downstream Infrastructure**" means that portion of the Fresh Water Supply System running from Silver Lake to the Mill Property, for the delivery of water from Silver Lake to the Total Property, including without limitation an intake structure in Silver Lake, a pipeline and a filter house, certain water control equipment and structures associated with such intake, pipeline and filter house and

all aqueducts, pipelines, pumps, filters, communication equipment, structures, and all facilities used or useful in connection with the delivery of water from Silver Lake to the Total Property.

(i) "**Fiscal Year**" means the 12-month period beginning on each July 1.

(j) **"Grantor Retained Parcels"** shall mean Lots 3 and 4 depicted on the Subdivision Plan.

(k) **"Lake Management Plan"** means that certain management plan adopted by Grantor entitled "Verso Paper Corp. Lake Level Management Plan", last revised March, 2015.

(l) "**MGD**" means million gallons per day

(m) "**MSL**" means mean sea level as established by the United States Geodetic Survey Datum.

(n) "**Registry of Deeds**" means the Hancock County (Maine) Registry of Deeds.

(o) "**Silver Lake Gauge**" means the existing measurement point in Silver Lake to which the intake pipe to the filter house is connected.

(p) "**Silver Lake Indenture**" means that certain Indenture between Bucksport Water Company and Maine Seaboard Paper Company, dated November 30, 1935 and recorded in the Hancock County Registry of Deeds in Book 648, Page 556, as amended by that certain Indenture between Bucksport Water Company and Champion International Corporation (successor in interest to Maine Seaboard Paper Company), dated October 16, 1989 and recorded in said Registry of Deeds in Book 1779, Page 89.

(q) "**Standard Range of Water Elevation**" shall mean the water level in Silver Lake being between 124 feet and 128 feet above MSL, measured at the Silver Lake Gauge.

(r) "**Subdivision Plan**" shall mean that certain Subdivision Plan entitled "Amended Subdivision Plan for Bucksport Mill, LLC Bucksport Generation LLC 2 River Road – Bucksport, Hancock County, Maine," sheet 1 of 3, dated March 19, 2019, and recorded in the Hancock County Registry of Deeds as Mapfile 46, Number 11.

(s) "**Total Property**" means the Whole Oceans Parcels, the Grantor Retained Parcels, and Lot 1 as depicted on the Subdivision Plan.

(t) "**Upstream Water System**" means that portion of the Fresh Water Supply System, including Toddy Pond and extending from Toddy Pond in Orland to and through Alamoosook Lake, and further extending from Alamoosook Lake to Silver Lake in Bucksport, together with the Silver Lake Dam, and together with all of Grantor's rights in and to such lakes and ponds, the dams, and all water control equipment and structures associated with such lakes and ponds, and the aqueducts, pipelines, pumps, filters, communication equipment, structures, and all facilities used or useful in connection with such dams, water control equipment and structures, aqueducts, pipelines, pumps, filters, communication equipment, and structures.

(u) "**Water**" means water delivered from Silver Lake in Bucksport, Maine through the Fresh Water Supply System to all or any portion of the Total Property,

Section 2. Water Management.

(a) In order to increase the likelihood of sufficient water in the Fresh Water Supply System for itself, Grantee, BuckGen and other users of water from the Fresh Water Supply System as provided in this Exhibit C, Grantor agrees to use its good faith efforts to maintain the water elevation at Silver Lake within the Standard Range of Water Elevation. In so doing, Grantor agrees to operate the Silver Lake Water System as provided in the Lake Management Plan, as the same may be amended from time to time. Grantor shall periodically measure the water level at the Silver Lake Gauge (the "**Water Level Measurement**") and provide to Grantee and BuckGen a report of such measurement. So long as the water levels at Silver Lake, measured at the Silver Lake Gauge, are within the Standard Range of Water Elevation, such reports shall be made no less often than once a month.

(b) If at any time the water level at Silver Lake should fall below the Standard Range of Water Elevation, i.e., 124 feet above MSL (i) the allocation provisions of Section 3(a) shall apply; (ii) Grantor shall use its good faith efforts to raise such water level back to within the Standard Range of Water Elevation, consistent with the Lake Management Plan; (iii) the sale pursuant to Section 3(c) of any water from the Fresh Water Supply System to any "Outside User" (as defined below) shall be suspended; (iv) Grantor shall make Water Level Measurements no less frequently than once per week and report the same to the parties hereto at or before the end of the day; and (v) the parties hereto shall promptly meet and work in good faith to coordinate efforts to minimize the impact of the reduced water level, given the nature of their respective operations and need for Water, and to determine what, if any, steps can be taken to reduce water usage or defer anticipated heavy water usage, given the nature of their respective operations and need for Water.

(c) If at any time the water level at Silver Lake should fall below 122 feet above MSL, Grantor's obligation to make and report Water Level Measurements pursuant to Section 2(b)(iv) above shall be increased in frequency to no less than once per day.

Section 3. Allocation of Water.

(a) During any period of time when the water elevation at Silver Lake is below the Standard Range of Water Elevation, and subject in all respects to (i) the limitations imposed on Grantor under the Silver Lake Indenture, (ii) all applicable laws, rules, regulations, ordinances and orders of any governmental authority or court of competent jurisdiction, (iii) the terms and conditions set forth in this Deed, and (iv) the amount of Available Water, Water shall be allocated among Grantor, Grantee and BuckGen with the following priority:

(A) Subject to clauses (C) and (D) below, each of BuckGen and Grantee shall have the right each day to use fifty-percent (50%) of the Available Water.

(B) Subject to clauses (C) and (D) below, in the event that on any day either BuckGen or Grantee does not use all of the Water it is entitled to pursuant to Clause (A) above, then the other party may request from the first party the right to use the first party's unused allocation of Water, assent to which request shall be granted except to the extent that the first party reasonably determines that it will need additional Water that day.

(C) Notwithstanding Clauses (A) and (B) above and Clause (D) below, on any day when BuckGen is required by ISO New England, Inc. (or similar successor and/or replacement entity) to operate the energy-producing equipment located on the BuckGen Parcel, then BuckGen shall have the first priority right to use the first 2.5 MGD of Available Water from and after the receiving of a notice to operate and each day thereafter until such time

as it is no longer required to operate such equipment. The next 2.5 MGD of Available Water shall be allocated to Grantee. All Available Water in excess of such 5 MGD shall be shared in accordance with Clauses (A) and (B) above and Section 3(b) below. BuckGen shall promptly provide notice to Grantee and Grantor in the event it is taking Water pursuant to the priority afforded to it by this Clause (C), it being understood that BuckGen may not be able to provide such notice in advance of so using Water.

(D) Grantor reserves the right to (i) utilize for itself and its successor owners of the Fresh Water Supply System or (ii) sell to third-parties who purchase all or any portion of the Grantor Retained Parcels (collectively, "**Third Party Mill Property Users**" and each individually a "**Third Party Mill Property User**"), up to one (1) MGD of Available Water in the aggregate for use in connection with all or any portion of the Total Property. Such right to use or purchase water shall be allocated among all parties entitled to use or purchase Available Water under this Clause D such that the total of all Available Water used or sold under this Clause D shall not exceed 1 MGD. In order to exercise this right Grantor or any Third Party User must:

(i) if Grantor is the party utilizing such Water, it shall provide Grantee and BuckGen at least 90 days written notice of its intent to begin utilizing such Water; or

(ii) if the user will be a Third Party Mill Property User (and not Grantor), such party shall enter into an agreement reasonably acceptable to Grantee and BuckGen prior to utilizing any Water and will be subject to the notice provisions set forth in clause (i) above and will, among other things acknowledge the rights of Grantee hereunder and BuckGen under the BuckGen Water Supply Easement.

(b) If Grantor or a Third Party Mill Property User who has executed an agreement as outlined in Section 3(a)(D)(ii) above provides notice contemplated by Clause (D), as applicable, then clause (A) above shall be deemed to be modified during such time as Grantor or such Third Party Mill Property User has rights to the Water to provide for sharing of Available Water 40% to each of Grantee and BuckGen, and 20% to Grantor and/or such Third Party Mill Property User, until such time as Grantor and/or such Third-Party User has reached its or their aggregate limit of one (1) MGD, at which time the allocation of Available Water shall revert back to the 50/50 sharing agreement between Grantee and BuckGen as described in Clause A above. For clarification, Clause (D) shall not modify BuckGen's priority right to the first 2.5 MGD of Available Water from and after the receiving of a notice to operate described in Clause (C), which right shall have priority over any such use by Grantor or any such Third Party Mill Property User.

(c) During any period of time when the water elevation at Silver Lake is at or above the lower end of the Standard Range of Water Elevation, up to 1 MGD of Water may be sold by Grantor to a third party other than a Third Party Mill Property User (an "**Outside User**") so long as it does not affect or reduce the availability of Water below the lower end of the Standard Range of Water Elevation, subject to the user covenants in Section 6(b) below.

Section 4. **Sale; Water Consumption Fee.**

(a) Subject to the terms and conditions set forth in this Deed, Grantor hereby agrees in accordance with the priorities and allocation set forth in Section 3 above that Grantee shall have the right to withdraw Water from the Fresh Water Supply System. The foregoing notwithstanding, Grantee shall have no right to withdraw and Grantor has no obligation to permit Grantee to take, more than eight (8) MGD of Water (the "**Maximum Daily Amount**") on any given day. Grantee will from time to time give

Grantor not less than five (5) days written notice if it anticipates requiring more than five (5) MGD on any given day.

(b) In consideration of Whole Oceans' rights under this Exhibit C, beginning on the date that is the earlier of (x) the date of Commencement of Commercial Operations and (y) the date that is three (3) years from the Effective Date of this Deed, Grantee will pay to Grantor a fee (the "**Water Consumption Fee**") in accordance with the schedule below. The Water Consumption Fee shall be calculated in accordance with the schedule below and will be payable quarterly on July 15, October 15, January 15 and April 15 (each, a "**Payment Date**") of each year after Grantee first becomes obligated to pay the Water Consumption Fee:

(i) If Grantee's withdrawal of the Water from the Fresh Water Supply System for the preceding three-month period was at or below an average of one (1) MGD, the Water Consumption Fee payable by Grantee to Grantor is a flat fee of $25,000 for such three-month period (based on an annualized rate of $100,000), payable on the applicable Payment Date;

(ii) If Grantee's withdrawal of the Water from the Fresh Water Supply System for the preceding three-month period was above an average of one (1) MGD but at or below an average of two (2) MGD, the Water Consumption Fee payable by Grantee to Grantor is a flat fee of $50,000 for such three-month period (based on an annualized rate of $200,000), payable on the applicable Payment Date;

(iii) If Whole Oceans' withdrawal of the Water from the Fresh Water Supply System for the preceding three-month period was above an average of two (2) MGD up to a maximum of an average of five (5) MGD, the Water Consumption Fee payable by Grantee to Grantor is a flat fee of $87,500 for such three-month period (based on an annualized rate of $350,000), payable on the applicable Payment Date; and

(iv) If Whole Oceans' withdrawal of the Water from the Fresh Water Supply System for the preceding three-month period was above an average of five (5) MGD, the Water Consumption Fee for such three-month period payable by Grantee to Grantor is a flat fee of $87,500 plus $20,000 for each MGD of Water used by Grantee in average in excess of five (5) average MGD during such three-month period, payable on the applicable Payment Date. By way of illustration only, if the average MGD of Water withdrawn by Grantee during such three-month period was 6.2 MGD, the Water Consumption Fee for that three month period would be $127,000 ($87,500, plus $20,000 plus $20,000).

(c) The Water Consumption Fee shall increase by the higher of (x) 5%, and (y) the percentage increase in the Consumer Price Index from the applicable base year to the measurement date 5 years later, provided that there will be no downward adjustment, with the first base year being the twelve-month period beginning on the Commencement of Commercial Operation and the first such adjustment to take place on the fifth anniversary of the Commencement of Commercial Operation, with subsequent increases on each fifth anniversary thereafter.

(d) On or before each Payment Date, Grantee shall submit to Grantor a certification of the amount of Water withdrawn during the preceding three-month period, along with payment for such Water based on the above payment schedule. Grantor will have the right to contest any such certification delivered by or on behalf of Grantee and to inspect any books and records of Grantee and its advisors to confirm the amount set forth in each such certification. Any amounts due under this Section and not paid within ten (10) days when due shall accrue interest at the "WSJ Prime Rate" (as defined below) plus 100

basis points (the "**Default Interest Rate**"). The WSJ Prime Rate shall mean the rate of interest published in The Wall Street Journal from time to time as the "**U.S. Prime Rate**". If more than one Prime Rate is published in The Wall Street Journal for a day, the average of the Prime Rates shall be used, and such average shall be rounded up to the nearest one–quarter of one percent (.25%). If The Wall Street Journal ceases to publish the "U.S. Prime Rate", Grantor shall select a comparable publication that publishes such "U.S. Prime Rate", and if such prime rates are no longer generally published, then Grantor shall select a comparable interest rate index, at its reasonable discretion.

Section 5. **No Warranty as to Quality or Availability of Water.** Grantee acknowledges and agrees that Grantor is selling the Water without any covenants or warranties of any kind whatsoever, including, without limitation, no covenants or warranties about the quality of the Water or the availability of the Water. GRANTOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 6. **User Covenants.**

(a) Grantee hereby covenants and agrees as follows:

(i) Grantee will timely pay all amounts due under this Exhibit C, including, without limitation, its annual "R&M Fee", as defined in Section 8, and the Water Consumption Fee, in each case in accordance with this Exhibit C and will otherwise comply in all material respects with its obligations under this Exhibit C including, without limitation, the priority and allocation of Water set forth in Section 3, when applicable.

(ii) Grantee will not sell the Water to any third party.

(iii) Grantee will use the Water solely for the operation of its business and activities located on, and directly related to and supporting operation at, the Whole Oceans Parcels (the "**Business**") and such additional land that Grantee may acquire in the future, the use of which is directly related to, or supporting operation at, the Whole Oceans Parcels and for no other purpose. For the avoidance of doubt, there shall be no residential, municipal or domestic use of the Water.

(iv) Grantee will install, maintain, test and repair, and is solely responsible for, the installation, maintenance, repairing and testing of a meter in the Whole Oceans Connector Water Pipe and its related appurtenances (collectively, the "**Whole Oceans Meter**") to measure the quantities of the Water withdrawn by Whole Oceans. The Whole Oceans Meter, its location and installation process, shall be subject to the review and approval of Grantor, which approval will not be unreasonably withheld. Grantor and BuckGen will have the right to have the Grantee Meter tested from time to time to ensure its accuracy and Grantor and BuckGen, together with their respective agents, consultants and other representatives, shall have access to the Whole Oceans Meter at all times. Grantee shall install the Whole Oceans Meter prior to withdrawing any Water.

(v) Grantee will promptly, and in any event within thirty (30) days, provide Grantor written notice of the occurrence of the Commencement of Commercial Operations.

(b) If Grantor elects to sell Water to an Outside User, as provided in Section 3(c) above, such sale shall be pursuant to a written agreement wherein the Outside User agrees, among other things as Grantor shall require, that:

(i) it will comply with the priority and allocation of Water set forth in Section 3 of this Exhibit C, including a provision that its right to obtain Water will be suspended during any period of time when the water level in Silver Lake falls below the lower end of the Standard Range of Water Elevation;

(ii) it will not resell the Water to any third party;

(iii) the Water shall be used solely for the operation of its business and activities located on, and directly related to and supporting its operation at the Outside User's property specified in such written agreement, and shall specifically prohibit any residential, municipal or domestic use of the Water;

(iv) such Outside User shall install, maintain, test and repair, and be solely responsible for, the installation, maintenance, repairing and testing of a meter (the "**Outside User Meter**") to measure the quantities of the Water used by such Outside User, which Outside User Meter, and its location and installation process, shall be subject to the review and approval of Grantor, which approval will not be unreasonably withheld, which meter shall be installed and approved prior to accessing any Water;

(v) Grantee will have the right to have the Outside User Meter tested from time to time to ensure its accuracy and Grantee, together with its agents, consultants and other representatives, shall have access to the Outside User Meter at all times; and

(vi) That no modifications shall be made to the Downstream Infrastructure without the prior approval of Grantee, and that the installation and construction of any such approved modifications as well as any additional infrastructure required to provide Water to such Outside User, together with any repair, maintenance or replacement of the same, shall be paid for solely by such Outside User; and

(vii) That Grantee will be third-party beneficiaries of such written agreement to enforce the covenants and agreements of the Outside User set forth therein.

Grantor shall use commercially reasonable efforts to enforce such written agreement.

Section 7. **Maintenance Budgets and Capital Expenditure Plans.**

(a) Downstream Maintenance.

(i) Not less than once every three (3) years, Grantor shall engage a qualified third party engineer to assess and provide a written evaluation of the condition of the Downstream Infrastructure with respect to the integrity of the components and performance of the filtering process (each, a "**Downstream Engineering Assessment**"), who shall identify, and make recommendations for, required maintenance and capital repairs and/or replacements, if any, and proposed preventative maintenance and capital repairs and/or replacements, if any, that in the professional opinion of the engineer are reasonably required in order to provide for the reliable delivery of Water to the Total Property in quantities to satisfy the needs of Grantor, Whole Oceans, BuckGen under the BuckGen Water Supply Easement, any Third Party Mill Property

User, and any Outside User, if any, subject to limitations set forth herein, and to cause the filter station to operate at design standards, subject to customary wear and tear (the "**Baseline Operating Standards**") for the next five (5) Fiscal Years. A copy of each such Downstream Engineering Assessment shall be promptly shared with Grantee and BuckGen. The costs and expenses of such third party engineer shall be deemed maintenance costs and expenses and shall be paid from the "R&M Account" pursuant to Section 8 below.

(ii) On or before May 1 of each year, Grantor shall prepare and deliver to Grantee and BuckGen with respect to the Downstream Infrastructure: (i) a maintenance plan and budget (the "**Downstream Infrastructure Maintenance Budget**") for the next Fiscal Year in order to ensure that the Downstream Infrastructure can operate consistent with Baseline Operating Standards; (ii) a budget for anticipated capital repairs or improvements (the "**Downstream Infrastructure Capital Expenditure Plan**") for the next Fiscal Year and estimated to be incurred over the next five (5) Fiscal Years in order to ensure that the Downstream Infrastructure can operate consistent with Baseline Operating Standards; (iii) a proposed timeline for expenditures for the next Fiscal Year; (iv) a summary of maintenance and capital repairs and/or improvements that were performed with respect to the Downstream Infrastructure for the then ending Fiscal Year and costs incurred in connection therewith; and (v) an accounting of the expenditure of funds from the "R&M Account" (as defined below) during the then ended Fiscal Year, and any balance remaining. Grantor will share with Whole Ocean and BuckGen a draft of the Downstream Infrastructure Maintenance Budget and a draft of the Downstream Infrastructure Capital Expenditure Plan. Grantee will have the right to approve the Downstream Infrastructure Maintenance Budget and the Downstream Infrastructure Capital Expenditure Plan, but such approval shall be limited to whether or not such budget and plan is consistent with the recommendations of the engineer as set forth in the most recent Downstream Engineering Assessment.

(iii) If the parties cannot agree as to whether the Downstream Infrastructure Maintenance Budget or a Downstream Infrastructure Capital Expenditure Plan is consistent with the recommendations of the engineer as set forth in the most recent Downstream Engineering Assessment, the parties agree to negotiate with each other, in good faith, acting reasonably, to resolve any such disagreement. If such disagreement is not resolved by the parties, it shall be submitted to and decided by arbitration, as provided in Section 13 below.

(b) Upstream Maintenance.

(i) Simultaneously with the engagement of the engineer to provide the Downstream Engineering Assessment as provided above, Grantor shall engage the same engineer to assess and provide a written evaluation of the condition of the Upstream Water System with respect to the integrity of the components and performance of the pumping process (each, an "**Upstream Engineering Assessment**"), who shall identify, and make recommendations for, required maintenance and capital repairs and/or replacements, if any, and proposed preventative maintenance and capital repairs and/or replacements, if any, that in the professional opinion of the engineer are reasonably required in order to meet the "Upstream Baseline Standard" (as defined in Section 8(b) hereof) for the next five (5) Fiscal Years. A copy of each such Upstream Engineering Assessment shall be promptly shared with Grantee and BuckGen. The costs and expenses of such third party engineer shall be shared equally by Grantor and Grantee.

(ii) Simultaneously with the delivery of the Downstream Infrastructure Maintenance Budget as provided above, Grantor shall prepare and deliver to Grantee and BuckGen with respect to the Upstream Water System (i) a proposed maintenance plan and budget (the

"**Upstream Maintenance Budget**") for the next Fiscal Year; and (ii) a budget for anticipated capital repairs or improvements (the "**Upstream Water System Capital Expenditure Plan**") for the next Fiscal Year and estimated to be incurred over the next five (5) Fiscal Years, in both cases taking into account the recommendations set forth in the Upstream Engineering Assessment. Grantee shall have the right to review and propose, with a copy to BuckGen, commercially reasonable changes to the Upstream Water System Maintenance Budget and the Upstream Water System Capital Expenditure Plan, which proposed changes Grantor agrees to review and consider in good faith. Whether or not to undertake any such repairs and maintenance or capital expenditure as set forth in such budget and plan, and the method for paying for any such repairs and maintenance are governed by Section 8(b) hereof.

Section 8. **Fees for Repair and Maintenance; Pumping; Insurance Proceeds.**

(a) Downstream Infrastructure. On or before July 1 of each year during which the Easements shall be in effect, Grantor and Grantee shall each deposit the annual "**R&M Fee**" (as defined below), adjusted proportionately for any partial year that the Easements are in effect, in a separate bank account under the control of Grantor (the "**R&M Account**") to be withdrawn and used only for the costs and expenses related to the repair, maintenance, replacement and other improvements to the Downstream Infrastructure as needed to comply with the Baseline Operating Standards. If the cost of any such repair, maintenance, replacement or improvement exceeds the funds in the R&M Account ("**Excess Costs**"), the parties shall meet to determine if any of such work can be delayed until the next Fiscal Year, without jeopardizing the integrity of the Downstream Infrastructure, so as to eliminate the Excess Costs for that Fiscal Year. Without limiting the foregoing, if the existing filter house included in the Downstream Infrastructure requires any material repairs or replacements, unless both Grantor and Grantee agree to fund the cost of such material repairs and replacements, any repairs and replacements not agreed to by Grantor and Grantee shall be deferred and the parties shall negotiate in good faith to determine if some or any portion of the filter house functions should be by-passed, rather than performing such material repairs or replacements. If on July 1 of any Fiscal Year the balance in the R&M Account is at the "**R&M Fund Cap**" (as defined below) or above, the obligations of Grantee and Grantor to deposit their respective R&M Fee shall be suspended for that Fiscal Year. The R&M Fund Cap shall initially be $300,000, but will increase every five (5) years by the greater of (a) 5% and (b) the percentage increase in the Consumer Price Index from the applicable base year to the measurement date 5 years later, provided that there will be no downward adjustment, with the first base year being the twelve-month period beginning on the Commencement of Commercial Operation and the first such adjustment to take place on the fifth anniversary of the Commencement of Commercial Operations, with subsequent increases on every five (5) years thereafter. If on July 1 of any Fiscal Year the difference between the balance in the R&M Account and the R&M Fund Cap is less than the combined total of the annual R&M Fees for Grantor and Grantee for that Fiscal Year, the obligations of Grantee and Buck Mill to deposit their respective R&M Fee for that Fiscal Year shall be reduced such that each party shall deposit one-half of the amount necessary to bring the balance of the R&M Account up to the R&M Fund Cap. All funds in the R&M Account at any given time are referred to herein as the "**R&M Funds**". The R&M Funds shall be held by Grantor in a separate account and not co-mingled with other funds of Grantor and shall be released and used exclusively for the purposes set forth in this Section and Section 11(b). Such R&M Funds shall be accounted for annually as provided in Section 7(b) above. The annual R&M Fee payable by each of Grantee and Grantor shall initially be $50,000, but will increase every five (5) years by the greater of (a) 5% and (b) the percentage increase in the Consumer Price Index from the applicable base year to the measurement date 5 years later, provided that there will be no downward adjustment, with the first base year being the twelve-month period beginning on the Commencement of Commercial Operation and the first such adjustment to take place on the beginning of the first Fiscal Year that starts at least five years after Commencement of Commercial Operations, with subsequent increases on each fifth year thereafter.

(b) Upstream Water System. Contemporaneously with execution of the joinder to this Deed, Grantee has engaged Grantor in a separate agreement to salvage and sell existing water pumps owned by Grantee and currently located in a pump house situated on and over the Penobscot River on or adjacent to the Whole Oceans Parcels. The net sales proceeds from the sale of such salt water pumps shall be placed in a separate bank account under the control of Grantor (the "**Upstream R&M Account**") to be withdrawn and used only for the costs and expenses related to the "Approved Upstream R&M Costs" (as defined below). The costs of any Approved Upstream R&M Cost shall be paid first from the Upstream R&M Account. After the Upstream R&M Account has been reduced to zero dollars, the cost of such Approved Upstream R&M Costs shall be shared equally by Grantor and Grantee. At such time as there is an Approved Upstream R&M Cost, Grantor shall provide to Grantee a proposal for such costs and written request for funding (an "**Upstream Funding Request**"). To the extent that the Upstream Funding Request for Approved Upstream R&M Costs exceeds the available funds in the Upstream R&M Account, Grantor and Grantee shall fund 50% of such excess within thirty (30) days after such Upstream Funding Request. If either Grantor or Grantee pays more than its share as provided in the preceding sentence, the other party shall pay its share of such costs to the party that made the excess payment within five (5) days after receipt of an invoice, along with reasonable documentation supporting such costs. The term "**Approved Upstream R&M Costs**" shall be, and include, only those repair and maintenance costs pertaining to the pumps and pump house that pump water from Alamoosook Lake to Silver Lake, the pipeline running from Alamoosook Lake to Silver Lake, and related equipment, valves, filters, meters, water control equipment and the like, and which either (i) cost less than $10,000 for any single item or related item; or (ii) cost $10,000 or more and are approved by both Grantor and Grantee (or as determined by arbitration as provided below). For avoidance of doubt, Approved Upstream R&M Costs do not include any costs or expenses relating to any of the dams or the lakes within the Upstream Water System. If Grantor and Grantee are unable to agree upon the need for any repair and maintenance that cost $10,000 or more, as provided in clause (ii) above, either party shall have the right, to refer the matter to arbitration under Section 13 hereof. The standard to be used by the arbitrator is whether such repair and/or maintenance is needed to reasonably and dependably deliver water under normal conditions to Silver Lake in sufficient amounts so as to satisfy the water rights of all parties entitled to water from Silver Lake (based an assumed water level at Silver Lake at 124' MSL), including Grantor, Grantee, any Third Party Mill Property User, any Outside User, BuckGen and including the rights of Maine Water Company, or its successor or assign, under the Silver Lake Indenture (the "**Upstream Baseline Standard**"). If the arbitrator determines that such repair and maintenance is reasonably required to meet the Upstream Baseline Standard, such repair and maintenance shall be undertaken and, if such repair and maintenance is an Approved Upstream R&M Cost, Grantor and Grantee shall share equally in the cost of the same, to the extend such funds are not available in the Upstream R&M Account.

(c) Pumping from Alamoosook. If the amount of water in Silver Lake falls below 124 feet above MSL, at the request of, and to the extent requested by, Whole Oceans, Grantor shall pump water from Alamoosook Lake in an effort to raise the water level at Silver Lake, all in accordance with the Lake Management Plan. Grantee shall contribute toward the costs to operate the pumps at Alamoosook Lake based upon the same percentage as the Water obtained by Grantee during the preceding calendar year bears to all of the water obtained by all parties entitled to water from Silver Lake, including Grantor, Grantee, any Third Party Mill Property User, any Outside User, BuckGen and Maine Water Company, or its successor or assign, under the Silver Lake Indenture. By way of illustration only, if in the calendar year prior to pumping Grantee withdrew 400,000,000 gallons of water from Silver Lake and the total amount of water obtained by all parties from Silver Lake during such calendar year, including Grantee, was 600,000,000 gallons, then Grantee would contribute 66.7% toward the cost of operating the Alamoosook Pumps as provided above. Grantor shall provide notice to Grantee of the cost of any such pumping, along with reasonable documentation supporting such cost.

(d) Insurance. Either Grantor or Grantee shall have the right, but neither shall be obligated, to insure the Fresh Water Supply System, or any portion thereof, against such perils and for such amounts as the insuring party shall determine in its sole and absolute discretion. If either Grantor or Grantee elects to insure all or any portion of the Fresh Water Supply System, and if there is a loss to the Fresh Water Supply System for which insurance proceeds are received by the insured party, such insured party agrees to make such insurance proceeds available for restoration of any damage to the Fresh Water Supply System to the extent of such covered loss. For avoidance of doubt, nothing in this Section 8(d) obligates either Grantor or Grantee to insure the Fresh Water Supply System, or any portion thereof.

Section 9. Grantor's Covenants. Grantor hereby covenants and agrees as follows:

(a) Except during any period of time when Grantee's right to withdraw Water is suspended or terminated as provided in Section 10 or Section 11 hereof, Grantor shall use its good faith efforts to (i) comply with the Silver Lake Indenture, the Lake Management Plan and any lake level order or other private agreement pertaining to the Silver Lake Water System to which Grantor is a party and applicable law; and (ii) manage the Silver Lake Water System in a manner such that the amount of water in Silver Lake is at or above the lower end of the Standard Range of Water Elevation, including providing for commercially reasonable and ordinary repair and maintenance, subject to the sharing of costs as provided in Section 8(b) hereof. Good faith efforts mean, subject to commercially reasonable operating procedures and taking into account historical practices, pumping water from Alamoosook Lake, subject to sharing of costs as provided in Section 8(c) hereof, and, if necessary, releasing water from Toddy Pond, subject to any legal limitation (including, without limitation, the provisions of the Silver Lake Indenture, any changes in law and any condemnation or other taking by any governmental or quasi-governmental authority) on Grantor's ability to draw water from such lakes and maintaining the Silver Lake Water System to the extent necessary to facilitate sufficient water elevation in Silver Lake as provided in this subsection (a).

(b) Except during any period of time when Whole Ocean's right to acquire Water is suspended or terminated as provided in Section 10 or Section 11 hereof, Grantor shall use good faith efforts maintain the Downstream Infrastructure to the point of connection by Grantee and BuckGen to the extent reasonably necessary to facilitate continuous flow of water to BuckGen and the Whole Oceans Connector Water Pipe in the amounts necessary to allow BuckGen and Grantee to withdraw the Available Water as described herein and to comply with applicable law, it being understood that Grantor shall not be obligated to expend its own funds but shall utilize funds in the Downstream R&M Account in connection with such efforts. Notwithstanding the foregoing, Grantor's obligations under this subsection (b) shall be subject to there being sufficient funds in the R&M Account to fund the costs of any such maintenance, repair, replacement, upgrades or modifications. Except in the case of an emergency, Grantor shall provide not less than sixty (60) days' notice before undertaking any maintenance, repair, replacement, upgrade or modification that would adversely impact the ability of BuckGen or Grantee to withdraw Water as contemplated herein. Any such work, whether planned or brought about by emergency, shall be undertaken in such a manner so as to minimize the disruption to the flow of Water to BuckGen and Whole Oceans.

(c) If Grantor fails to satisfy in any material respect its obligations under subsection (b) of this Section with respect to the Downstream Infrastructure or fails to repair and maintain the Upstream Water System in accordance with subsection (a) of this Section resulting in or contributing to the water level at Silver Lake falling below the lower end of the Standard Range of Water Elevation, and such failure continues for thirty (30) days after written notice thereof to Grantor with a copy to BuckGen, or such shorter period of time as reasonable under the circumstances in the event of an emergency, Grantee shall have the right, but not the obligation, to perform such repair or maintenance or such obligations and recover the costs of such repair and maintenance from the Upstream R&M Account. To the extent that

there are insufficient funds in the Upstream R&M Account or insufficient insurance proceeds as provided in Section 8(d) hereof to fully reimburse Whole Oceans, Grantor shall reimburse Grantee for 50% of any such unreimbursed costs incurred by Grantee within forty-five (45) days after notice from Grantee setting forth the amount of such costs and providing reasonable documentation with respect thereto (a "**Reimbursement Request**"). If Grantor fails to reimburse Grantee for its share of such costs, as set forth in the Reimbursement Request within such 45-day period, Grantee may thereafter offset such amount against its R&M Fee and/or the Water Consumption Fee, and/or other funds due hereunder from Grantee to Grantor until fully recovered; provided, however, if on or before the end of such 45-day period Grantor notifies Grantee that it disagrees with the amount claimed by Grantee or with the right of Grantee to exercise its self-help right under this subsection (c) and demands arbitration under Section 13 hereof, then the parties will proceed to arbitration in accordance with Section 13 and Grantee shall not be entitled to offset any such amounts against its R&M Fees and/or the Water Consumption Fees or other funds until the conclusion of the arbitration or the parties otherwise agree. If the arbitration decision is that Grantee is entitled to reimbursement of its costs, such amount together with interest thereon from the date of the Reimbursement Request to the date of the arbitrator's decision at the Default Interest Rate shall be paid by Grantor to Grantee within ten (10) days after such arbitration decision is delivered to the parties. If not paid within such 10-day period, such amount, together with interest thereon from the date of the Reimbursement Request to the date of the arbitrator's decision at the Default Interest Rate, may thereafter be offset by Grantee against its R&M Fee and/or the Water Consumption Fees and/or other funds due hereunder from Grantee to Grantor, or otherwise recover from Grantor. If Grantor fails to object to the Reimbursement Request and demand arbitration within the 45-day period specified above, Grantor shall be deemed to have accepted the costs set forth in the Reimbursement Request.

(d) Grantor will otherwise comply in all material respects with its obligations under this Exhibit C.

Section 10. **Suspension.** If Grantee (a) is in default of any of its non-payment covenants in this Exhibit C, and, if capable of cure, such default continues for more than thirty (30) days after written notice from Grantor to Grantee specifying such failure, or (b) defaults in the timely payment of its R&M Fee, the Water Consumption Fee, or any other amount payable hereunder from Grantee to Grantor and such default continues for five (5) days, then subject to the Lender Protection provisions of Section 12 below, Grantor will have the right to suspend the performance of any of its obligations under this Exhibit C, and to suspend Grantee's right to withdraw Water from the Fresh Water Supply System, until such time as such overdue payments have been made and any such defaults have been cured. The foregoing notwithstanding, if the Whole Ocean's non-payment default is capable of being cured, but cannot reasonably be cured within thirty (30) days, then Grantee shall not be default hereunder so long as it commences such cure within such 30-day period and continues with diligence and in good faith to prosecute such cure to completion and such cure is in fact accomplished within one-hundred eighty (180) days and (y) for the first time in any calendar year that Grantee fails to timely pay its R&M fee, the Water Consumption Fee or any other amount when due, Grantee shall not be in default hereunder so long as it cures such default within five (5) days after written notice from Grantor specifying such default. Notwithstanding anything to the contrary in the foregoing, subject to the Lender Protection provisions of Section 12 below, Grantor will have the right to suspend the provision of Water to Grantee after ten days' notice to Grantee if Grantee is in default of its covenants set forth in Sections 6(a)(ii) or (iii), which suspension may continue until such prohibited activity ceases. The foregoing notwithstanding, if Grantee in good faith disputes any claim of default or failure of performance, and makes written demand for arbitration under Section 13 hereof, Grantor shall have no right to suspend its obligations or Grantee's rights hereunder, including the right to withdraw Water, on account of such disputed claim of default until such time as the arbitration process has completed with a finding in favor of Grantor and such default is not cured within the time period specified above, as measured from the date of entry of such decision. Notwithstanding anything to the contrary in this Deed, Grantor will have the right to immediately suspend

the provision of Water to Grantee if it violates its covenants set forth in Section 6(a)(ii) and/or (iii) for so long as such violation continues.

Section 11. Termination.

(a) The Easements may be released by Grantee at any time upon written notice to Grantor of not less than six (6) months. In order to effectuate such release, Grantee shall promptly record an instrument in the Registry of Deeds releasing to Grantor all of Grantee's rights under the Easements. Upon the recording of such release, Grantee shall have no further rights with respect to the Easements and no further rights or obligations under this Exhibit C, except as set forth in this Section 11. No such release shall affect any other rights of Grantee in any other property or rights conveyed to Grantee in this Deed.

(b) In addition, subject to the Lender Protection provisions of Section 12 below, the Easements may be terminated as follows:

(i) by mutual agreement of Grantor and Grantee, whereupon Grantee shall promptly execute and record a release in the Registry Deeds as provided in Section 11(a) above; or

(ii) by Grantor if (A) Grantee fails to timely pay its R&M Fee or the Water Consumption Fee or any other amount payable hereunder from Grantee to Grantor, and such failure continues for more than thirty (30) days after receipt by Grantee of written notice from Grantor setting forth the details of such failure (subject to the provisions of Section 11(c)) or (B) Grantor has rightfully suspended Grantee's rights under the Easements, including without limitation, the right to withdraw Water from the Fresh Water Supply System pursuant to Section 10 hereof for a non-payment default and the circumstance giving rise to such suspension is not cured within thirty (30) days after the commencement of such suspension; provided, however, that if Grantee in good faith disputes any claim of failure to pay or failure to perform that gave rise to the suspension under Section 10, and makes demand for arbitration as provided in Section 13 hereof, Grantor shall have no right to terminate the Easements on account of such disputed failure to pay or failure to perform until such time as the arbitration process has been completed with a finding in favor of Grantor and such failure is not cured within ten (10) days (for payment default) or thirty (30) days (for non-payment default) after the date that such arbitration decision is rendered and delivered to the parties hereto; or

(iii) by Grantor or Grantee if any in change in law, regulations or ordinances or any taking or other condemnation takes place that would make it legally or physically impracticable on a permanent basis for Grantor to comply with its obligations under this Exhibit C or for Grantee to exercise its rights under the Water Transmission Easement and the Water Use Easement; provided that in such event, Grantor shall comply with this Exhibit C and Grantee shall have the right to exercise its rights under the Water Transmission Easement and the Water Use Easement for so long as, and to the extent, legally permitted to do so or is physically able to do so, as applicable. If any such law, regulation or ordinance, or if any condemnation causes a non-permanent disruption of Grantor's ability to comply with its obligations hereunder or Grantee's ability to exercise its rights under the Water Transmission Easement and the Water Use Easement, those obligations of Grantor or those rights of Grantee under the Water Transmission Easement or the Water Use Easement, as applicable, rendered illegal or physically impractical, shall be suspended during the period such disruption exists, but Grantor shall comply with those obligations hereunder and Grantee shall have the right to exercise those Easement rights that are not so interrupted and Grantor shall use its good faith efforts to minimize any disruption and to commence any interrupted obligations as soon as legally able or physically practicable to do so,

provided that in no event shall Grantor be obligated to expend any funds in such effort or commence a lawsuit. Grantee shall have the right to challenge any such change in law, regulation or ordinances or condemnation or taking within ninety (90) days; within which period, and for so long as Grantee is diligently and in good faith pursuing such challenge, Grantor shall have no right to terminate the Easements pursuant to this Section 11(b)(iii).

(iv) By Grantor if Grantee makes a voluntary filing for bankruptcy or similar type of insolvency proceeding under federal of state laws or if an involuntary bankruptcy similar type of insolvency proceeding is filed against Grantee and such involuntary proceeding is not dismissed within sixty (60) days.

(c) Grantee shall have the right at any time and from time to time prior to termination of the Easements to extend the thirty (30) day cure period set forth in Section 11(b)(ii) above to ninety (90) days by delivering to Grantor a letter of credit drawn on a commercial United States bank in an amount equal to the greater of (i) $50,000 or (ii) 150% of the amount of the immediately prior Water Consumption Fee. Such Letter of Credit may be drawn upon by Grantor, up to the amount owed by Whole Oceans, only if such amount owed by Grantee is not paid by the end of such 90-day period, or if the matter is referred to arbitration as provided in Section 13 hereof, within the ten (10) day period referenced in Section 11(b)(ii) above. If at any time such letter of credit expires or is drawn down by Grantor, the cure period set forth in Section 11(b)(ii) shall revert to thirty (30) days, subject to Grantee right to again extend such cure period by renewing the letter of credit, or posting a new letter of credit, as the case may be, satisfying the requirements of this Section 11(c).

(d) In the event of any termination under Section 11(a) or 11(b) above, Grantee shall be responsible for the cost of any Water Consumption Fees and R&M Fees accrued prior to the date of termination, which payment obligations will survive the termination of the Easements. If the Easements are terminated under Section 11(a) above, Grantee shall be entitled to 25% of any R&M Funds remaining in the R&M Account as of the date of such termination notice plus 50% of any R&M Fees paid by Grantee after the date of such termination notice and prior to the effective date of such termination. If the Easements are terminated under Section 11(b)(i)(ii) or (iii) above, Grantee shall be entitled to 50% of any R&M Funds remaining the R&M Account as of the date of termination and Grantor shall be entitled to the balance in the R&M Account; provided, however, that if the Easements are terminated under Section 11(b)(ii) above, Grantor may offset any unpaid Water Consumption Fees and R&M Fees due from Grantee against Grantee's share of the R&M Account and the balance of Grantee's share of the R&M Account, if any, shall be returned to Grantee. Any obligation of a party accruing prior to such expiration or termination will survive the expiration or earlier termination of the Easements. If the Easements are terminated as provided in this Section 11, Grantor and Grantee shall promptly execute and record an instrument in the Registry of Deeds confirming such termination and releasing to Grantor all of Grantee's rights under the Easements.

Section 12. Lender Protection Provisions for Grantee.

(a) Notwithstanding anything to the contrary in this Exhibit C, Grantee, and its permitted successors and assigns, shall have the right to mortgage, pledge or collaterally assign its interests in the Easements, under one or more instruments, upon the condition that all rights acquired under such instruments shall be subject to each and all of the covenants, conditions and restrictions set forth in this Exhibit C and provided further that the holder of any such mortgage also has a mortgage on the Whole Oceans Parcel, or portion thereof. The term "**Mortgage**" as used in this Section shall include fee mortgages, deeds of trust, collateral or conditional assignments of Grantee's interest in the Easements and like instruments and all modifications, extensions, renewals and replacements thereto. The term "**Mortgagee**" shall mean the holder of a Mortgage.

(b) If Grantee and/or its permitted successors and assigns shall grant a Mortgage with respect to the Easements, and if Mortgagee shall send to Grantor written notice of such Mortgage specifying the name and address of the Mortgagee (an "**Eligible Mortgagee**"), Grantor agrees that so long as any such Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the holder to Grantor, the following provisions shall apply:

(i) There shall be no termination of the Easements under Section 11(b)(i) above and no modification of this Exhibit C that impacts the rights or obligations of Grantee without the prior written consent of such Eligible Mortgagee.

(ii) Grantor shall, upon serving Grantee with any notice of default, also serve a copy of such notice upon the Eligible Mortgagee, and no such notice of default to Grantee shall be effective unless and until a copy of such notice is delivered to each such Eligible Mortgagee. The Eligible Mortgagee shall thereupon have the same period as Grantee, after notice is given to such Eligible Mortgagee, to remedy or cause to be remedied the defaults complained of, and Grantor shall accept such performance by or at the instigation of such Eligible Mortgagee as if the same had been done by Grantee; provided, however, that in the event of default based upon Grantee's failure to timely pay its R&M Fee, the Water Consumption Fee, or any other amount when due, the Eligible Mortgagee shall have five (5) days after receipt of notice of such default to cure the same.

(iii) Anything herein contained notwithstanding, while such Mortgage remains unsatisfied of record, if any default shall occur which, pursuant to any provision of this Exhibit C, entitles Grantor to terminate the Easements, and if before the expiration of ten (10) days from the date of service of notice of termination upon such Eligible Mortgagee such Eligible Mortgagee shall have notified Grantor of its desire to nullify such notice and shall have paid to Grantor all fees and other payments herein provided for, and then in default, and shall have complied or shall commence the work of complying with all of the other requirements of this Exhibit C, if any, that are then in default, and shall prosecute the same to completion with reasonable diligence and cure such default within 30 days, (or if such default cannot reasonably be cured within 30 days, within such longer period of time as is reasonable under the circumstances so long as such Eligible Mortgagee commences such cure within such 30-day period and continues diligently and in good faith to complete such cure, but in no event shall the period be extended beyond 180 days) then in such event Grantor shall not be entitled to terminate the Easements and any notice of termination theretofore given shall be void and of no effect and the Easements shall be reinstated.

(iv) Grantee shall give the Eligible Mortgagee notice of any arbitration proceedings by the parties hereto and such Eligible Mortgagee shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that the Eligible Mortgagee shall not elect to intervene or become a party to such proceedings, Grantee will send the Eligible Mortgagee notice of, and a copy of any award or decision made in said arbitration proceedings.

(v) Each Eligible Mortgagee shall be a third-party beneficiary of the provisions of this Section and shall be entitled to enforce the provisions of this Section,. Notwithstanding the foregoing, Grantor shall upon request, execute, acknowledge and deliver to each Eligible Mortgagee, an agreement prepared at the sole cost and expense of Grantee in form satisfactory to such Eligible Mortgagee, Grantee and Grantor, agreeing to all of the provisions of this Section.

(vi) Any notice to be given to an Eligible Mortgagee shall be given in accordance with the notice procedures set forth in Section 15(b) hereof, at the address specified in the notice referenced in Section 12(b) or subsequent notice from an Eligible Mortgagee.

(c) Notwithstanding anything to the contrary in this Section, if any Mortgagee forecloses on its Mortgage, or takes an assignment of the Easements in lieu of foreclosure, it, and its successors and assigns, shall be only be entitled to withdraw Water only if it, or its successors or assigns, also own a portion of the Whole Oceans Parcels and have assumed in writing reasonably satisfactory to Grantor all of Grantee's obligations under this Exhibit C and have agreed to be bound by the provisions of this Exhibit C. In any event, the rights of such Mortgagee, or its successors and assign, shall be subject to terms and conditions set forth in this Exhibit C, including without limitation, the provisions of Section 3 and 4 above.

Section 13. Arbitration.

(a) All disputes (each, a "**Dispute**") under this Exhibit C will be resolved by arbitration in accordance with the provisions of this Section.

(b) Either party may commence an arbitration proceeding by serving a written notice (an "**Arbitration Notice**") on the American Arbitration Association and on the other party or parties involved not more than ninety (90) days after the expiration of the time period provided for the parties to resolve such Dispute (or any extension thereof that may be mutually agreed by the parties involved). The Arbitration Notice shall contain a reasonably detailed description of the Dispute and the remedy sought and shall set forth the name of the arbitrator selected by the party giving the Arbitration Notice. The parties receiving the Arbitration Notice shall, within fifteen (15) days after receipt thereof, serve a notice (the "**Reply Notice**") on the party commencing the arbitration. Each Reply Notice shall contain a reasonably detailed response to the claim (including any counterclaims and remedies sought) by the parties giving the Reply Notice. If none of the parties submitting Reply Notices include an objection to the arbitrator designated in the Arbitration Notice or if no Reply Notice is timely given, then the arbitrator named in the Arbitration Notice shall serve as a sole arbitrator under this Section. If the arbitrator designated in the Arbitration Notice is objected to in any Reply Notice, as promptly as practicable, and no later than twenty (20) days after the date of the Reply Notice, the American Arbitration Association shall select a single arbitrator. Except as otherwise provided in this section, any arbitration hereunder shall be administered (and if necessary an arbitrator selected) by American Arbitration Association in accordance with its Commercial Arbitration Rules, or if the Dispute involves a matter related to the construction, reconstruction, maintenance or repair, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

(c) The arbitration proceeding shall take place in Portland, Maine, or in such other location as the Parties involved may agree in writing. The arbitrator shall:

(i) promptly fix a time and place for receiving information from the parties in connection with the Dispute at hand; and

(ii) make his or her decision only in relation to matters expressly referred to such arbitrator in accordance with this Section.

All decisions of the arbitrator or by a majority of the arbitrators shall be final and binding upon the parties involved.

(e) During the continuation of the resolution of any Dispute arising under this Exhibit C and except as an arbitrator or a court having jurisdiction shall order otherwise, the parties shall continue to perform their obligations under this Exhibit C.

(e) Anything to the contrary in this Section notwithstanding, if any Dispute involves the rights and obligations of one or more third parties and any such third parties do not agree to the arbitration provisions set forth in this Section, either Grantor or Grantee will have the right to resolve any such Dispute in a court of competent jurisdiction located in the State of Maine.

Section 14. **Force Majeure.** Grantor shall not be liable to Grantee or be in default under this Exhibit C to the extent that any failure or delay by Grantor in performing its obligations under this Exhibit C is due to any Force Majeure (as defined below). As soon as practicable, but in no event later than five (5) Business Days after it becomes aware of the commencement of an occurrence that is a Force Majeure, Grantor will provide Grantee with notice in the form of a letter identifying the occurrence as a Force Majeure and describing in detail the particulars of the occurrence giving rise to the Force Majeure including the expected duration and effect of such Force Majeure and the steps that Grantor is taking to resume performance under this Exhibit C. Failure to provide timely notice shall not constitute a waiver of a claim of a Force Majeure. The suspension of performance due to a claim of a Force Majeure will be of no greater scope and of no longer duration than is required by the Force Majeure. Grantor will take, or cause to be taken, such action as is commercially reasonable to void, or nullify, or otherwise to mitigate, in all material respects, the effects of such Force Majeure, in taking such actions, it being understood that under no circumstances shall Grantor be obligated to spend any of its own funds in taking any such action. Grantor shall take commercially reasonable action to resume the normal performance of its obligations under this Exhibit C after the cessation of any Force Majeure, including any repairs to the Fresh Water Supply System that may be required as a result of any such Force Majeure event, it being understood that under no circumstances shall Grantor be obligated to spend any of its own funds in taking any such action. Without limiting the foregoing, in the event of such Force Majeure, Grantee shall have the right, at its sole cost and expense, to take such action as it determines as needed to void, or nullify, or otherwise to mitigate, in all material respects, the effects of such Force Majeure. For purposes hereof, "**Force Majeure**" means an event which (i) is not within the reasonable control of Grantor, (ii) was not caused by the acts, omissions, negligence, fault or delays of the Grantor, and (iii) by the prompt exercise of due diligence, Grantor is unable to overcome or avoid or cause to be avoided. Force Majeure may include, to the extent the conditions set forth in the preceding sentence are satisfied, any of the following: acts of God; acts of the public enemy, war, hostilities, invasion, insurrection, riot, civil disturbance, or order of any competent civil or military government; volcanoes, earthquakes, tidal waves, and similar geologic events and the effects thereof, abnormally severe weather events and resulting conditions (hurricanes, flooding, ice and snow, wind storms and drought); explosion or fire; malicious acts, terrorism, vandalism or sabotage; action or restraint by court order of any public or governmental authority not requested by Grantor or any affiliate of Grantor; the adoption, enactment or application to Grantor or its assets of any law or regulation or ordinance not existing or not applicable to Grantor or its assets on the Effective Date, or any change in any law or regulation or ordinance or the application thereof by a governmental authority after the Effective Date; and any taking or condemnation. Nothing in this Section 14 modifies, diminishes or otherwise affects Grantor's right to otherwise terminate the Easements in accordance with the terms set forth herein.

Section 15. Miscellaneous.

(a) This rights and obligations under the Easements touch and concern the land and shall constitute covenants running with the Easement Areas and Premises and shall inure to the benefit of and be binding upon Grantor, and any successor to or assignee of Grantor's interests in the Easement Areas (Grantor and such successors and assigns, the "Easement Areas Owner"), and Grantee and its successors and assigns, provided that, except as provided herein, Grantee will not assign any of its rights under the Easements in whole or in part or delegate any of its duties under this Exhibit C to any third party without the prior written consent of the then current Easement Areas Owner, which consent shall not be unreasonably withheld, conditioned or delayed, and provided further that Grantor may not assign or otherwise convey to any other party, other than to any party controlling, controlled by or under common control with Grantor, in any manner any of its rights and/or obligations in the Easement Areas or under this Exhibit C without first offering to assign such rights and obligations to BuckGen in consideration of one dollar. Grantee acknowledges that upon any change of control of Grantor, BuckGen shall have the right to require Grantor to assign all of its rights and interest under this Exhibit C to BuckGen in consideration of one dollar. Any such assignment from Grantor to BuckGen shall be in form and substance reasonably satisfactory to Grantee, and shall expressly include an assumption by BuckGen of all of Grantor's obligations hereunder and shall not alter Grantee's rights and obligations hereunder. Any assignment or delegation in violation of this Section will be void and of no force and effect. Notwithstanding the foregoing, Grantee shall have the right, without the consent of the then current Easement Areas Owner, but with not less than ten (10) days prior written notice to such Easement Areas Owner, to assign its rights under the Easements and this Exhibit C and together with such assignment delegate to the same party Grantee's duties hereunder, (i) to any party controlling, controlled by or under common control with Grantee provided that Grantee will not be relieved of its obligations under the Easements and this Exhibit C upon any such assignment; (ii) to any successor in interest of any part of the Premises who also acquires the business and activities located on, and directly related to and supporting operation at, the Premises, which third party (x) is, if such assignment occurs before the Commencement of Commercial Operations, reasonably acceptable to the then current Easement Areas Owner, and (y) assumes contemporaneously with such assignment in a writing reasonably acceptable to such Easement Areas Owner and BuckGen, all of Grantee's rights and obligations under this Exhibit C; and (iii) to any lender of Grantee as collateral security pursuant to Section 12 of this Exhibit C and to any third-party purchaser of such lender's interest in the Easements pursuant to any foreclosure or secured party's sale, or assignment in lieu thereof, provided that contemporaneously with such assignment such third party purchaser assumes in a writing reasonably acceptable to Grantor and BuckGen, all of Grantee's rights and obligations under this Exhibit C. Except as expressly set forth in this Agreement, there are no third-party beneficiaries to this Exhibit C.

(b) All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered personally, (ii) one business day after being sent by nationally recognized overnight delivery service, return receipt requested, or (iii) three business days after being deposited in the United States mail, certified and with proper postage prepaid, return receipt requested, addressed as follows:

If to Grantor:
c/o American Iron & Metal Company, Inc.
9100 Henri-Bourassa E.
Montreal, QC H1E 2S4
Canada
Attn: General Counsel

If to Grantee:
Whole Oceans, LLC
P.O. Box 7561
2 Union Street
Portland Maine
04112 (P.O. Box)
04101 (street address)

With a copy to:
Pierce Atwood LLP
Merrill's Wharf
254 Commercial Street
Portland, Maine 04101
Attn: Commercial Real Estate Dept.

If to BuckGen:
Bucksport Generation LLC
2 River Road
Bucksport, ME 04416
Attention: Plant Manager & Legal Department
richardl@buckgen.com
daveb@buckgen.com
kylen@buckgen.com

Any party may change the address to which notices or other communications are to be directed to it by giving notice of such change to the other parties in the manner provided in this Section and recording such notice of change of address in the Registry of Deeds.

(c) The terms and conditions of the Water Transmission Easement, the Water Use Easement and the Access Easement are intended solely for the benefit of the parties hereto and their respective successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of such Easements.

(d) Nothing in this Deed creates or is intended to create an association, trust, partnership, joint venture or other entity or similar legal relationship between the parties, or impose a trust, partnership or fiduciary duty, obligation or liability on or with respect to either party. Neither party shall act as or be the agent or representative of the other party.

(e) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY OR WHICH MAY ARISE UNDER THIS DEED IS LIKELY TO INVOLVE COMPLICATED AND

DIFFICULT ISSUES AND, THEREFORE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS DEED.

(f) EACH PARTY HEREBY WAIVE ANY RIGHT TO SEEK OR OBTAIN ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES FROM ANY OTHER PARTY HERETO RESULTING FROM, OR ALLEGED TO BE RESULTING FROM, ANY VIOLATION OF, OR DEFAULT UNDER, THE TERMS AND CONDITIONS OF THIS EXHIBIT C.

Section 16. Purchase Rights.

(a) In the event that Grantor elects to sell all or any portion of the Fresh Water Supply System that is not an Excluded Transfer under Section 16(c), Grantor agrees that it will provide BuckGen and Grantee written notice of such election or proposed sale and (i) BuckGen shall have a ninety (90) day option to purchase the Fresh Water Supply System on the terms set forth in the BuckGen Water Supply Easement, such ninety (90) day period to commence upon receipt of such written notice, and (ii) if BuckGen does not exercise such purchase option within such 90-day period, it shall have waived any right to purchase the Fresh Water Supply System under the BuckGen Water Supply Easement or otherwise and the provisions of Section 16(b) shall apply. If BuckGen does acquire the Fresh Water Supply System as provided in the BuckGen Water Supply Easement, Grantee's right to purchase the Fresh Water Supply System as provided in this Section 16 shall continue after such acquisition.

(b) If BuckGen does not timely exercise its right to purchase the Fresh Water Supply System as provided in in the BuckGen Water Supply Easement, prior to offering the Fresh Water Supply System for sale to any other party or prior to such membership interest sale, as applicable, Grantor shall first offer in writing to sell the Fresh Water Supply System, or such portion thereof that it intends to sell, to Grantee for such price and upon such terms as Grantor shall determine (the "**Offer Notice** "). Grantee shall then have a period of fifteen (15) days after receipt of such Offer Notice within which to notify Grantor in writing that Grantee desires to accept such offer for the price and upon the terms stated in the Offer Notice. If Grantee elects to purchase the Fresh Water Supply System, or such portion as is being offered for sale, it shall so notify Grantor in writing (the "**Acceptance Notice**") on or before the end of such 15-day period. If Grantee does not so elect to purchase the Fresh Water Supply System, or such portion thereof that is offered for sale, within such 15-day period, Grantor shall be free to sell the Fresh Water Supply System, or such portion thereof that was offered for sale, to a third party at a price no less than and on terms no more favorable to a buyer than those offered to Grantee in such Offer Notice, provided that such sale closes within one-hundred eighty (180) days after the giving of such Offer Notice to Grantee. If the sale does not take place within such 180-day period, or if Grantor wishes to sell the Fresh Water Supply System, or such portion thereof, at a price that is less than the price offered to Grantee in the Offer Notice or on terms and conditions materially more favorable than those offered to Grantee in the Offer Notice, Grantor shall then again offer to BuckGen and Grantee the right to purchase the Fresh Water Supply System, or such portion thereof that is offered for sale, in accordance with the provisions of this Section. If BuckGen declines such purchase and Grantee fails to give such Acceptance Notice within such 15-day period, they each shall be deemed to have waived its rights with respect to that sale; provided, however, that any subsequent sale or conveyance shall be subject to the terms of this right of first offer. Neither BuckGen nor Grantee shall have the right to purchase less than all of that portion of the Fresh Water Supply System that is described in the Offer Notice.

(c) The right to purchase granted hereunder to Grantee shall not apply to the sale or transfer (an "**Excluded Transfer**") to any entity that controls, is controlled by or is under common control with Grantor, provided that such transfer is for no consideration, other than for receipt of stock or membership interests in such entity; provided, however, that the purchase rights of Grantee granted in this Section 16

shall continue in effect following any Excluded Transfer and shall bind any transferee in such Excluded Transfer.

(d) If Grantee timely elects to purchase the Fresh Water Supply System , or so much thereof as is being offered for sale, the parties shall be bound to close such transaction and the closing of title shall take place on the business day that is at least 45 days after the date the Acceptance Notice is given. The closing shall be held at 10:00 a.m. at the offices of Pierce Atwood, Merrill's Wharf, 254 Commercial Street, Portland, Maine, or at such other time or place as the parties may mutually agree. At the closing, Grantor shall convey the Fresh Water Supply System to Grantee in accordance with the terms and conditions set forth in the Offer Notice and Grantee shall pay to Grantor the purchase price as set forth in the Offer Notice.

(e) Any sale of the Fresh Water Supply System, whether to Grantee under this Section 16, to BuckGen under the BuckGen Water Supply Easement or to a third party, shall be subject to documentation reasonably satisfactory to Grantee that its rights and obligations with respect to the Fresh Water Supply System and this Deed will continue uninterrupted as set forth herein.

Water Supply System
5 Year Capital Repair/Improvement Budget
For the Fiscal Years Ending June 30

Water Supply (Dams)

Description	2021	2022	2023	2024	2025
Filter House- rebuild spare screen	$ 10,000	$ 10,200	$ 10,404	$ 10,612	$ 10,824
Alamoosook - repair scoured area under fishway and intake structure	$ -	$ -	$ -	$ -	$ -
Alamoosook Sleeve Replacement	$ 20,000	$ 20,400	$ 20,808	$ 21,224	$ 21,649
Alamoosook Stop Logs	$ 8,200	$ 8,364	$ 8,531	$ 8,702	$ 8,876
Alamoosook piping repairs	$ 10,000	$ 10,200	$ 10,404	$ 10,612	$ 10,824
Filter House Grating Replacement	$ 4,337	$ 4,424	$ 4,512	$ 4,602	$ 4,695
Patch/Repair Underground line from Silver Lake	$ 15,000	$ 15,300	$ 15,606	$ 15,918	$ 16,236
Screen Rod Replacement	$ 3,179	$ 3,243	$ 3,307	$ 3,374	$ 3,441
Silver Lake Pipeline Relining	$ -	$ -	$ 250,000	$ 255,000	$ 260,100
Dam and Lake Maintenance	$ 70,716	$ 72,130	$ 73,573	$ 75,044	$ 76,545

Escalation 2.00%

Water Supply System
Downstream Infrastructure Budget
For the Fiscal Year Ending June 30, 2021

Description	July	August	September	October	November	December	January	February	March	April	May	June	TOTAL
Maintenance Expenses													
Dam Annual Underwater Survey	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Furnace Cleaning (Alamoosook)	$ -	$ 300	$ -	$ -	$ -	$ -	$ -	$ 140	$ -	$ -	$ -	$ -	$ 440
Landscape/weedwhacking services for Dams	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000
Total Operating and Maintenance	$ 1,000	$ 300	$ -	$ -	$ -	$ -	$ -	$ 140	$ -	$ -	$ -	$ -	$ 1,440
Capital Repairs and Improvements													
Filter House- rebuild spare screen	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000	$ -	$ -	$ -	$ -	$ 10,000
Alamoosook - repair scoured area under fishway and intake structure	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alamoosook Sleeve Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,000	$ 20,000
Alamoosook Stop Logs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,200	$ -	$ -	$ 8,200
Alamoosook piping repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000	$ 10,000
Filter House Grating Replacement	$ -	$ -	$ -	$ 4,337	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,337
Patch/Repair Underground line from Silver Lake	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000	$ -	$ -	$ 15,000
Screen Rod Replacement	$ -	$ -	$ -	$ 3,179	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,179
Total Capital and Improvement	$ 2,000	$ 600	$ -	$ 7,516	$ -	$ -	$ -	$ 10,280	$ -	$ 23,200	$ -	$ 30,000	$ 73,596

Water Supply System
Downstream Infrastructure Budget
For the Fiscal Year Ending June 30, 2022

Description	July	August	September	October	November	December	January	February	March	April	May	June	TOTAL
Maintenance Expenses													
Dam Annual Underwater Survey	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Furnace Cleaning (Alamoosook)	$ -	$ 300	$ -	$ -	$ -	$ -	$ -	$ 140	$ -	$ -	$ -	$ -	$ 440
Propane - Filter House Heat	$ -	$ -	$ -	$ -	$ -	$ 1,000	$ 2,000	$ 2,000	$ 2,000	$ 1,000	$ -	$ -	$ 8,000
Generator Propane	$ -	$ 600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Filter House - Belts, sprockets and bearings	$ -	$ 3,800	$ 1,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,300
Landscape/weedwhacking services for Dams	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000
Total Operating and Maintenance	$ 1,000	$ 4,700	$ 1,500	$ -	$ -	$ 1,000	$ 2,000	$ 2,140	$ 2,000	$ 1,000	$ -	$ -	$ 14,740
Capital Repairs and Improvements													
Alamoosook - repair scoured area under fishway and intake structure	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alamoosook Sleeve Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,000	$ 20,000
Alamoosook Stop Logs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,200	$ -	$ -	$ 8,200
Alamoosook piping repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,000	$ 8,000
Filter House Grating Replacement	$ -	$ -	$ -	$ 4,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,400
Patch/Repair Underground line from Silver Lake	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000	$ -	$ -	$ 15,000
Steps/Screen Filter House	$ -	$ 2,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,400
Bar Screen Supply Line Replacement	$ -	$ 3,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,700
Filter House Shower Pump Replacement	$ -	$ 2,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,700
Screen Shaft and Bearing Replacement	$ -	$ 6,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,000
Total Capital and Improvement	$ 2,000	$ 24,200	$ 3,000	$ 4,400	$ -	$ 2,000	$ 4,000	$ 4,280	$ 4,000	$ 25,200	$ -	$ 28,000	$ 99,880

Water Supply System
Repair and CAPEX Summary
For the Fiscal Year Ending June 30, 2021

Date	Expense	Amount
7/1/2020	Pump Valve - Belt Repair	$ 5,680.72
7/9/2020	Pump Valve - Belt Repair	$ 9,414.63
7/14/2020	Pump Overhaul - Filter House	$ 4,889.00
7/30/2020	Water Line Leak Repairs	$ 11,165.47
7/30/2020	Water Line Leak Repairs	$ 2,922.25
7/30/2020	Filter House - Hi Power V Belts	$ 566.26
8/27/2020	Filter House - Hi Power V Belt	$ 295.04
8/27/2020	Filter House - Pillow Block Bearing	$ 266.84
8/27/2020	Filter House Pump Repairs	$ 4,558.66
9/30/2020	Filter House - Pillow Block Bearings	$ 527.10
9/30/2020	Filter House - Hi Power V Belt	$ 304.47
11/30/2020	Generator Service - Filter House	$ 357.50
11/30/2020	Filter - 2nd Pump repair	$ 4,274.31
11/30/2020	Pump Repairs	$ 4,821.59
11/30/2020	Filter House - Pillow Block Bearings	$ 536.46
12/14/2020	Fuses - Filter House Power Feed	$ 2,653.70
12/14/2020	Emergency Propane - Power Outage	$ 1,102.39
12/31/2020	Emergency Propane - Power Outage	$ 1,210.57
12/31/2020	Propane - Filter House Heat	$ 477.19
1/15/2021	Propane - Filter House Heat	$ 1,005.26
1/29/2021	Propane - Filter House Heat	$ 254.54
1/29/2021	Propane - Filter House Heat	$ 462.69
1/29/2021	Tree on Overhead Transmission Line - Filter House	$ 5,155.16
1/29/2021	Filter House Pump Issues	$ 1,000.00
1/29/2021	Filter House Pump Issues	$ 309.00
1/31/2021	Propane - Filter House Heat	$ 358.79
2/12/2021	Propane - Filter House Heat	$ 713.85
3/1/2021	Propane - Filter House Heat	$ 875.54
3/10/2021	Propane - Filter House Heat	$ 396.36
3/17/2021	Propane - Filter House Heat	$ 317.05
3/17/2021	Propane - Filter House Heat	$ 360.23
3/25/2021	Filter House - Belt Replacement	$ 151.53
3/31/2021	Propane - Filter House Heat	$ 37.30
4/13/2021	Filter House Pump Repairs	$ 11,900.21
4/13/2021	Propane - Filter House Heat	$ 617.04
4/13/2021	Propane - Filter House Heat	$ 755.70
5/25/2021	Filter House Belt	$ 824.62
5/25/2021	Filter House Belt Repair	$ 762.12
6/25/2021	Fittings - Filter House Repairs	$ 285.29
6/30/2021	Oil/Silicone - Pumps, genaerator and screen - FH	$ 91.23
	Total	$ 82,657.66

Water Supply System
5 Year Capital Repair/Improvement Budget
For the Fiscal Years Ending June 30

Water Supply (Dams)

Description	2022	2023	2024	2025	2026
Filter House- rebuild spare screen	$ 10,200	$ 10,404	$ 10,612	$ 10,824	$ 11,041
Alamoosook - repair scoured area under fishway and intake structure	$ -	$ -	$ -	$ -	$ -
Alamoosook Sleeve Replacement	$ 20,400	$ 20,808	$ 21,224	$ 21,649	$ 22,082
Alamoosook Stop Logs	$ 8,364	$ 8,531	$ 8,702	$ 8,876	$ 9,053
Alamoosook piping repairs	$ 10,200	$ 10,404	$ 10,612	$ 10,824	$ 11,041
Filter House Grating Replacement	$ 4,424	$ 4,512	$ 4,602	$ 4,695	$ 4,788
Patch/Repair Underground line from Silver Lake	$ 15,300	$ 15,606	$ 15,918	$ 16,236	$ 16,561
Screen Rod Replacement	$ 3,243	$ 3,307	$ 3,374	$ 3,441	$ 3,510
Silver Lake Pipeline Relining	$ -	$ -	$ 250,000	$ 255,000	$ 260,100
Dam and Lake Maintenance	$ 72,130	$ 73,573	$ 325,044	$ 331,545	$ 338,176

Escalation 2.00%

Water Supply System
Repair and CAPEX Summary
For the Fiscal Year Ending June 30, 2020

There were no Repair or CAPEX expenditures during the period ending June 30, 2020

Water Supply System
Repair and Maintenance Account
For the Fiscal Year Ending June 30, 2020

Cash Inflows	
Bucksport Mill - Funding at Sale	$ 50,000.00
Whole Oceans - Funding at Sale	$ 50,000.00
Total Inflows	$ 100,000.00
Cash Outflows	
Repairs and Maintenance	$ -
Total Outflows	$ -
Net Cash Inflow/(Outlflow)	$ 100,000.00

Water Supply System
Repair and CAPEX Summary
For the Fiscal Year Ending June 30, 2021

Balance as of July 1, 2020	$ 100,000.00
Cash Inflows	
Bucksport Mill - Funding at Sale	$ 50,000.00
Whole Oceans - Funding at Sale	$ 50,000.00
Total Inflows	$ 100,000.00
Cash Outflows	
Repairs and Maintenance	$ 82,657.66
Total Outflows	$ 82,657.66
Net Cash Inflow/(Outlflow)	$ 117,342.34
Balance as of June 30, 2021	$ 217,342.34

Water Supply System
Downstream Infrastructure Budget
For the Fiscal Year Ending June 30, 2023

Description	July	August	September	October	November	December	January	February	March	April	May	June	TOTAL
Maintenance Expenses													
Dam Annual Underwater Survey	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Furnace Cleaning (Alamoosook)	$ -	$ 300	$ -	$ -	$ -	$ -	$ -	$ 140	$ -	$ -	$ -	$ -	$ 440
Propane - Filter House Heat	$ -	$ -	$ -	$ -	$ -	$ 1,000	$ 2,000	$ 2,000	$ 2,000	$ 1,000	$ -	$ -	$ 8,000
Generator Propane	$ -	$ 600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Filter House - Belts, sprockets and bearings	$ -	$ 3,800	$ 1,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,300
Vibration measurement	$ -	$ 1,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500
Maintenance of Traveling Screen	$ -	$ -	$ 1,000	$ -	$ -	$ 1,000	$ -	$ -	$ 1,000	$ -	$ -	$ 1,000	$ 4,000
Lubrication of continuous operation equipment	$ -	$ -	$ 1,500	$ -	$ -	$ 1,500	$ -	$ -	$ 1,500	$ -	$ -	$ 1,500	$ 6,000
Landscape/weedwhacking services for Dams	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000
Total Operating and Maintenance	$ 1,000	$ 6,200	$ 4,000	$ -	$ -	$ 3,500	$ 2,000	$ 2,140	$ 4,500	$ 1,000	$ -	$ 2,500	$ 26,240
Capital Repairs and Improvements													
Alamoosook - repair scoured area under fishway and intake structure	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alamoosook Sleeve Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,000	$ 20,000
Alamoosook Stop Logs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,200	$ -	$ -	$ 8,200
Alamoosook piping repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,000	$ 8,000
Filter House Grating Replacement	$ -	$ -	$ -	$ 4,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,400
Patch/Repair Underground Piping	$ -	$ 6,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000	$ -	$ -	$ 21,000
Steps/Screen Filter House	$ -	$ 2,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,400
Bar Screen Supply Line Replacement	$ -	$ 3,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,700
Filter House Shower Pump Replacement	$ -	$ 2,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,700
Screen Shaft and Bearing Replacement	$ -	$ 6,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,000
Total Capital and Improvement	$ 2,000	$ 33,200	$ 8,000	$ 4,400	$ -	$ 7,000	$ 4,000	$ 4,280	$ 9,000	$ 25,200	$ -	$ 33,000	$ 128,880

Water Supply Systen
5 Year Capital Repair/Improvem
For the Fiscal Years Ending

Water Supply (Dams)

Description	2023	2024
Filter House- rebuild spare screen	$ -	$ 25,000
Filter House Roof/Masonry	$ 30,000	$ 30,000
Filter House Window Repairs	$ -	$ 10,000
Rebuild pump base	$ 8,000	$ 8,160
Alamoosook Sleeve Replacement	$ 20,808	$ 21,224
Alamoosook Stop Logs	$ 8,531	$ 8,702
Alamoosook piping repairs	$ 10,404	$ 10,612
Repack 30" Valve stem	$ -	$ 2,500
Filter House Grating Replacement	$ 4,512	$ 4,602
Patch/Repair Underground line from Silver Lake	$ 15,606	$ 15,918
Screen Rod Replacement	$ 3,307	$ 3,373
Pressure Injection - Silver Lake Wing Walls	$ -	$ 15,000
Silver Lake Pipeline Relining	$ -	$ -
Dam and Lake Maintenance	$ 101,168	$ 155,091

Escalation 2.00%

n
ıent Budget
June 30

2025	2026	2027
$ -	$ -	$ -
$ -	$ -	$ -
$ -	$ -	$ -
$ 8,323	$ 8,490	$ 8,659
$ 21,649	$ 22,082	$ 22,523
$ 8,876	$ 9,053	$ 9,234
$ 10,824	$ 11,041	$ 11,262
$ -	$ -	$ -
$ 4,694	$ 4,788	$ 4,884
$ 16,236	$ 16,561	$ 16,892
$ 3,441	$ 3,509	$ 3,580
$ -	$ -	$ -
$ 250,000	$ 255,000	$ 260,100
$ 324,043	$ 330,524	$ 337,135

Bucksport Generation LLC
Licenses List & History

PROGRAM	PERMIT DATE	PERMIT NUMBER	DESCRIPTION
SLODA	11/18/15	215-085	Town of Bucksport Demolition Permit for AIM
Submerged Lands	08/27/14	11026	Dock Lease Expires 08/31/16
Submerged Lands	10/25/10	0681C-L-34	New lease for removal of area "C" from lease
Submerged Lands	07/29/10	0681B-L-34	Submerged Lands Lease Revised - Oil unloading Pier removal
Submerged Lands	02/07/05	0681A-L-34	Submerged Lands Lease
Submerged Lands	01/06/08	0681-L-34	Deed Transfer
Submerged Lands	12/06/07	0681-L-34	Submerged Lands Lease
Submerged Lands	07/23/01	0081-L-27	Submerged Lands Lease for 12-26L and 12-27L
Submerged Lands	08/08/98	16-27L	Riverbank Stabilization Project Expires 12/31/27
Submerged Lands	04/16/98	Declaration of Confirmation	Areas "A" and "D"
Submerged Lands	08/25/97	12-26L	Fill Areas "B" and "C" Expires 12/31/26
Submerged Lands	10/02/87	7-16	Discharge 003 Outfall Pipe Expires 12/31/16
Air Emissions	02/01/16	A-22-77-20-M	NSR #17: License to add Bangor Gas gas heater
Air Emissions	01/13/16	A-22-77-18-A	NSR #15: Allowing G4 Turbine to operate in simple cycle and combine cycle
Air Emissions	01/11/16	A-22-77-17-O	Certification of VOC Offset Credits from shutdown of Paper Machines 1,2,4 and 5, GWD and TMP - total VOC tons = 243 tons
Air Emissions	01/04/16	A-22-77-19-M	NSR #16: HAP Area Source and 10% annual capacity operating restriction for #6 boiler (limited use boiler) - <25 tons/yr HAPs
Air Emissions	10/06/15	A-22-78-B-A	CO2 Budget Source License - Amendment #1 - Include No. 5 Boiler
Air Emissions	10/02/15	A-22-77-16-M	NSR #14 - Minor revision - demolition activities
Air Emissions	07/17/15	A-22-77-15-M	NSR #13 - Minor revision to not do stack test (PM, Ammonia, PM 2.5) on #8 Boiler due source being down
Air Emissions	12/05/14	A-22-77-14-M	NSR #12: Remove condition in A-22-77-11-A (1/17/14) which restricts simultaneous operation of #5 Boiler and G4
Air Emissions	08/14/14	A-22-77-13-M	NSR #11: Minor Revision to remove CO Monitor on #5 Boiler & 30 day Rolling Average Limit
Air Emissions	05/27/14	A-22-77-12-M	NSR #10: Minor Revision for CO Monitor on #5 Boiler & 30 Day Rolling Average Limit
Air Emissions	01/17/14	A-22-77-11-A	NSR # 9: No. 5 Gas Boiler Gas Conversion
Air Emissions	11/22/13	A-22-70-I-A	Amendment #7-Administration Revision Condition 17, S02 & CO TPY Calculations
Air Emissions	11/08/13	A-22-70-J-A	Amendment #6: S02 Limit Change
Air Emissions	07/31/13	A-22-77 -10-A	NSR #8 - Extension of Emission Limits to Feb. 15, 2014
Air Emissions	04/09/13	A-22-77-9-M	NSR #7: Shake Down Period Extension
Air Emissions	03/12/13	A-22-77-8-M	NSR #6: Chapter 115 Minor Revision to remove S02 CEM requirements
Air Emissions	01/05/13	A-22-70-H-A	Part 70 Air License Amendment to Remove S02 CEM Requirement on No . 8
Air Emissions	05/02/12	A-22-71-Z-M	Amendment #17: 6-hour startup exemption period for #8 Boiler.
Air Emissions	10/13/11	A-22-70-G-A	Amendment 4: Opacity COMs not needed when firing gas only
Air Emissions	10/13/11	A-22-77-7-A	NSR #5: Baghouse in Tower 7
Air Emissions	06/30/11	A-22-77-6-M	Amendment 5: Shake Down Period Amendment to BREP Project
Air Emissions	11/29/10	A-22-77-4-A	NSR #3: Chapter 115 Major Modifications- #8 Boiler from 26 ton/hr to 80 ton/hr
Air Emissions	11/02/10	A-22-77-5-M	BART License
Air Emissions	05/10/10	A-22 -70-F-A	#8 Stack Testing - 5 years
Air Emissions	02/10/10	A-22-70-E-A	Amendment 2: 6-hr start-up on gas, ESP operation on gas. Grinder Room - starch baghouse
Air Emissions	09/22/09	A-22-77-2-M	Removal of BART NOx Limit
Air Emissions	03/26/09	A-22-70-C-A	Amendment 1: Start-up/Shutdown Definition Change
Air Emissions	01/16/09	A-22-78-A-N	CO2 Budget Source License
Air Emissions	01/16/08	A-22-77-1-A	BART Determination
Air Emissions	08/11/06	A-22-77-3-A	Amendment 3: PM#5 Dryer Modification
Air Emissions	**12/30/04**	**A-22-7 0-A-I**	**Title V License**
Air Emissions	07/30/04	A-22-71-AC-A	Amendment #20: Groundwood Improvements - UHP and Rebuilds
Air Emissions	11/03/03	A-22-71-AA-M	Amendment #18: Minor revision to allow another year for G-4 oil firing limits and several clarifications and corrections previous conditions (VOC annual emissions, NOx monitoring requirements)
Air Emissions	04/29/03	A-22-71-AB-A	Amendment #19: BACT for G4 - SCR substitution Process agreement

Bucksport Generation LLC
Licenses List & History

PROGRAM	PERMIT DATE	PERMIT NUMBER	DESCRIPTION
Air Emissions	08/16/02	A-22-71-Y-A	Amendment #16: Start- up/shutdown emission limits for the Gas Turbine, minor annual emission-calculation changes and back-up generators for WWTP.
Air Emissions	09/28/01	A-22-71-X-M	Amendment #15: Minor Revision to allow for a re-tuning emission exemption period for the gas turbine. Change the annual 60 day oil usage limit from 12-month rolling to calendar year.
Air Emissions	02/07/01	A-22-71-V-M	Amendment #14: Minor Revision to Limit Boilers 5, 6 & 7 to 30% Capacity on Annual Fuel Use. Remove License Condition Requiring Opacity Monitor on Gas Turbine. Numerous Changes Regarding Gas Turbine Operations.
Air Emissions	10/20/00	A-22-71-U-M	Amendment #13: Addition of Temporary SICE
Air Emissions	07/13/00	A-22-71-S-M	Amendment #12: Removal of 24 Hour CEM Downtime Reporting
Air Emissions	05/15/00	A-22-7 1-R-M	Amendment #11: Minor Revision Removal Btu Cap, Allows Firing Coal During Initial Commissioning of Gas Turbine
Air Emissions	12/07/99	A-22-7 1-P-M	Amendment #9: Gas Turbine #4, Boiler #9 Minor Revision for Design Modifications
Air Emissions	08/30/99	A-22-7 1-Q-M	Amendment #10: Minor Revision Landfill Flare
Air Emissions	03/17/99	A-22-70-A-S	Acid Rain Permit, Gas Turbine #4 & Boiler #9
Air Emissions	03/23/98	A-22-75-M-X	Tax Cert for boiler #5 lo-Nox burners
Air Emissions	12/06/98	A-22-71-0-M	Amendment #7: Starch Unloading/Storage System replacement
Air Emissions	09/14/98	A-22-71-N-A	Amendment #8: Gas Turbine #4, Boiler #9 and Natural Gas Fuel in #8 Boiler
Air Emissions	03/02/97	A-22-71-L-M	Amendment #6: No. 5 PM Headbox Project TMP Upgrade Project
Air Emissions	01/18/96	A-22-71-K-A	Amendment #5: VOC RACT Pursuant to Chapter 134
Air Emissions	01/17/96	A-22-71-J-A	Amendment #4: NOx RACT Pursuant to Chapter 138, Emergency Lighting Diesel Generators
Air Emissions	02/10/94	A-22-75-G-N	Tax cert for Ash conditioning and handling facility
Air Emissions	10/24/94	A-22-71-I-M	Amendment #3: Wood Waste Fuel For No. 8 Boiler
Air Emissions	10/02/94	A-22-71-H-M	Amendment #2: Fiber Cores as Fuel For No. 8 Boiler
Air Emissions	07/11/90	A-22-71-D-M	Amendment #1: TDF as Fuel for #8 Boiler
Air Emissions	10/28/87	A-22-71-C-R	License Renewal
Air Emissions	04/24/85	A-22-71-A-R	License Renewal
Air Emissions	07/07/84	None	Tax cert for air Pollution Equipment on boiler #8
Air Emissions	03/10/82	2040	License renewal; Addition of Boiler #8 - St. Regis
Air Emissions	11/26/80	1847	License Renewal - St. Regis
Air Emissions	03/28/79	1510	License Renewal - St. Regis
Air Emissions	02/23/77	1026	License Renewal - St. Regis
Air Emissions	07/21/76	68A	Amendment
Air Emissions	06/09/76	68A	Amendment
Air Emissions	09/27/74	68A	Original License
Wastewater Discharge	09/11/15	W000598-5N-N-R	Decommission WWTP, new discharge limits and monitoring frequency. Install oil/water
Wastewater Discharge	11/25/14	W000598-5N-0-M	Minor revision to ME0002160 Frequency monitoring
Wastewater Discharge	04/06/12	W000598-5N-L-M	Minor revision to ME0002160 To establish new sampling point and effluent pH limitations for
Wastewater Discharge	06/02/12	ME0002160	Minor revision to reduce mercury monitoring frequency to once per year
Wastewater Discharge	02/09/10	W000598-5N-K-M	Minor Revision to ME0002160 Establishing Surveillance- Level WET Testing
Wastewater Discharge	01/10/01	ME0002160	New License
Wastewater Discharge	07/09/09		MEPDES Renewal Application Submitted
Wastewater Discharge	06/02/08	ME0002160	Special Conditions Section E of MEPDES - Acceptance of Additional Waste Water From Dragon Products Co.
Wastewater Discharge	02/04/11	ME0002160	MEPDES State of Maine Wastewater Discharge License
Wastewater Discharge	06/15/01	W000958-44	MEPDES Renewal Application Submitted
Wastewater Discharge	05/22/00		Chapter 519 Interim Effluent Mercury Limits
Wastewater Discharge	10/23/99	NPDES ME0002160	EPA NPDES Permit Modification for Discharge 003
Wastewater Discharge	10/09/99	W000598-5N-F-M	State of Maine waste Discharge License Modification Discharge 003
Wastewater Discharge	07/09/99	NPDES ME0002160	NPDES Renewal Application
Wastewater Discharge	03/31/98	W-8023-63-A-N	Tax cert for Sulfuric and caustic containment
Wastewater Discharge	06/20/96	W000598-44-E-R	State of Maine Waste Water Discharge Permit, expires 06/20/11
Stormwater	06/23/15	MER05C177	Approval of NOI for Power Plant Only - Stormwater Multi Sector General Permit
Stormwater	07/06/11	MER05B801	Approval of NOI Application for Dover Woodyard
Stormwater	07/06/11	MER05B800	Approval of NOI Application for Verso Paper MEPDES MSGP
Stormwater	08/09/06	MER05B800	NOI application for Verso Paper MEPDES MSGP
Stormwater	10/11/05	MER05A058	NOI for MEPDES MSGP
Stormwater	01/22/01		NOI to renew NPDES MSGP
Stormwater	09/20/96	MER05A058	NPDES MSGP - General Permit
Permit Transfers	02/12/01		License transfer from Champion International to International Paper
Permit Transfers	06/20/01	W000598-44-E-R	Wastewater State of Maine

Bucksport Generation LLC
Licenses List & History

PROGRAM	PERMIT DATE	PERMIT NUMBER	DESCRIPTION
Permit Transfers	Expires when	S-7713-WD-S-R	Solid Waste Landfill - State of Maine
Permit Transfers	01/01/01	01008 and 01009	Non-Hazardous Waste Transporters License
Permit Transfers	12/31/06	12-26L	Submerged Lands - Lease Fill Areas B and C
Permit Transfers	12/31/16	07-16	Submerged Lands - Discharge 003 Outfall Pipe Expires 12/31/16
Permit Transfers	12/31/07	16-27L	Submerged Lands - Riverbank stabilization
Permit Transfers	06/12/06		License Transfer From IP to CMP-Verso
Permit Transfers	09/14/06		Corrected License Transfer From IP to CMP-Verso
Army Corps	07/22/11	NAE-2010-2223	Boiler #8 Upgrade
Army Corps	06/06/00	199702467	Landfill Expansion Wetlands Alteration and Mitigation
Army Corps	04/14/00	20000853	Saltwater Intake Screen Extension
Army Corps	10/29/97	199199702121	Maintenance Cleaning of Debris and Sediment Adjacent to Saltwater Intake Structure
Army Corps	11/21/96	199602934	Landfill Stormwater Detention Pond
HazWaste	11/05/07	REG # 0737	Biomedical Waste Generator - Registration - International Paper to Verso
HazWaste	08/10/06	MED001095371	Subsequent Notification of Regulated Waste Activity - Site Name Change
HazWaste	01/10/01	MED001095371	Notification of Regulated Waste Activity
HazWaste	11/22/96	MED001095371	Notification of Regulated Waste Activity
HazWaste	10/29/96	MED001095371	Request From MDEP for Update Notification of Regulated Waste Activity
HazWaste	10/21/80	MED001095371	Revised Notification of Hazardous Waste Activity to Reflect Not TSD
HazWaste	08/13/80	MED001095371	Notification of Hazardous Waste Activity
HazWaste	05/02/80		Initial Hazardous Waste Report
NRPA/PBR	08/26/13	PBR	Alamoosook Fishway repairs
NRPA/PBR	09/23/04	L-19891-31-C-M	Approved Renewal of Landfill expansion
NRPA/PBR	09/23/04	L-19891-31-A-N	Modification - Extension of Wetlands Alteration for Landfill Extension
NRPA/PBR	09/10/00	PBR	Visitor Parking Lot Removal
NRPA/PBR	06/03/00	PBR	Repairs to Saltwater Intake Building
NRPA/PBR	07/06/00	PBR	Alamoosook Pipeline Repairs
NRPA/PBR	03/27/00	PBR	Saltwater Intake Screen Extension
NRPA/PBR	12/13/99	L-19891-31-A-N	Landfill Expansion Wetland Filling and Compensation
NRPA/PBR	11/18/99	PBR	Building Demolition Alamoosook Lake Dam
NRPA/PBR	07/22/99	L-19976-L6-A-N	NRPA - Gas Turbine Temporary tree and rock relocation
NRPA/PBR	02/07/99	PBR	Alamoosook Dam Vegetation and Stabilization
NRPA/PBR	07/04/99	PBR	Health & Fitness Center - Access Ramp
NRPA/PBR	07/24/98	L-19627-LS-A-N	Riverbank Stabilization
NRPA/PBR	06/30/98	PBR	Outfall 001 Repairs and Maintenance
NRPA/PBR	06/21/98	PBR	Gas Turbine Project
NRPA/PBR	04/28/98	PBR	Fuels Handling Area Stormwater sedimentation pond
NRPA/PBR	06/04/98	PBR	Fish-way Replacement at Orland River Dam
NRPA/PBR	08/14/07	PBR	Maintenance Cleaning of Debris From Salt Water Intake
NRPA/PBR	11/25/96	96-352-E	Landfill Stormwater Detention Pond
NRPA/PBR	09/07/96	PBR	Pavement and Curbing by Main Gate Entrance, Handicap Sidewalk by Rte. 15, Rip Rap Repair After Storm Damage
NRPA/PBR	07/07/95	PBR	Slasher Yard Construction
NRPA/PBR	08/12/94	PBR	Silver Lake Erosion Control Project
NRPA/PBR	01/20/94	PBR	Orland River Dam Repair
NRPA/PBR	10/15/93	PBR	Orland River Fish Ladder Repair
NRPA/PBR	08/25/93	PBR	Toddy Pond Dam Repairs
NRPA/PBR	08/12/93	PBR	Silver Lake Intake Structure Repair and Maintenance
NRPA/PBR	10/12/90	L-16993-4C-A-N	NRPA, Coastal Wetlands Alteration - Runway Building Between Wharf and Mill Buildings, Core and Roll Wrapper Building, New Truck Loading Dock
NRPA/PBR	09/14/90	PBR	Additive Storage Building
NRPA/PBR	05/26/87	L-007713-24/03-I-M	Minor Revision Alteration of Coastal Wetland Saltwater intake structure
NRPA/PBR	03/24/87	L-007713-24/03-H-A	Alteration of Coastal wetland #3 Turbine Generator Project
Shoreland Zoning & Town Site Plan	04/22/13	213-024	Construction of 8' x 10'3" one store structure - lot security checkpoint
Shoreland Zoning & Town Site Plan	05/13/98	CEO approval	Stormwater Sedimentation Pond for Fuels Pad Area

Bucksport Generation LLC
Licenses List & History

PROGRAM	PERMIT DATE	PERMIT NUMBER	DESCRIPTION
Shoreland Zoning & Town Site Plan	05/07/98	SLZ-2-98	Gas Turbine Project, Ancillary Facilities, and Equipment Relocation
Shoreland Zoning & Town Site Plan	03/05/98	SPR	Employee Development Center
Shoreland Zoning & Town Site Plan	02/06/97	SPR	New Woodyard Facility
Shoreland Zoning & Town Site Plan	09/18/96	86-13	Fiber Core Building 40'x50'
Shoreland Zoning & Town Site Plan	05/23/91	SLZ-91-3	Bar Screen Building and Pipe
Shoreland Zoning & Town Site Plan	04/19/90	90-3	Roll Wrapping, Finishing & Shipping Facility, Core Room, Train shed Extension, Truck Dock and Extend retaining wall
Shoreland Zoning & Town Site Plan	08/06/87	87-6	Building trades and Electrical Motor Shop
Shoreland Zoning & Town Site Plan	05/07/87	87-6	40'x60' Storage Warehouse, 5 temporary storage trailers, 60'x80' roll grinder room extension
SLODA	09/02/15	L-07713-20-AF-A	AIM - Approval for mill demolition
SLODA	07/26/13	13040	Maine DOT Driveway/Entrance Permit
SLODA	05/08/12		Flood Hazard Development Permit No. 5 Steam Turbine Generator Bldg.
SLODA	03/06/12		FAA Tower Removal
SLODA	11/16/11	211-126	Roundwood Storage
SLODA	07/26/11		Flood Permit for #8 Boiler
SLODA	05/24/11	L-7713-20-AB-A & L-7713-4E-AC-N	BREP sheet piling change
SLODA	05/20/11		DOT Entrance Permit Upgrade (Town of Bucksport)
SLODA	12/21/10	L-7713-20-Z-A & L-7713-4E-AA-N	Boiler Upgrade Project Correct County
SLODA	11/22/10	210-131	Building Permit - 25 MW Steam Turbine Project
SLODA	11/17/10	L-7713-20-Z-A & L-7713-4E-AA-N	Boiler Upgrade Project
SLODA	11/12/10	210-126	Land Use Permit - 25 MW Steam Turbine Project
SLODA	07/13/05	L-7713-20-X-M	Wood handling upgrade. - Processing 4 & 8 Foot Logs - New Processing Building - Paved Wood Storage Areas - Access Roads
SLODA	07/07/04	L-007713-20-W-M	New TMP Chip Handling Facility and Site Location Plan Update 30,000 sq.ft. Exemption From Last Amendment in 1998.
SLODA	06/20/00	L-007713-20-VC	Condition Compliance Item #5
SLODA	07/22/99	L-007713-20-T-M	Gas Turbine Project Modifications During Final Design
SLODA	07/22/99	L-007713-20-U-C	Condition Compliance Item #3
SLODA	01/27/99	L-007713-20-S-R	Renewal/Ext . of L-7713-21-P-A
SLODA	08/07/98	L-007713-20-Q-A	Gas Turbine Building, BRSG, Stack and Ancillary Equipment, Demolition of Stores Ware- house, Railcar Propane Unloading, Nitrogen System Relocation, Relocation of Starch System, Demolition of Two Starch Towers, New Wood- yard Trailer, New No. 5 PM Project Trailer, Temporary Hybrite Enclosure, Steam and Power Training Trailer
SLODA	05/28/98	L-007713-20-R-M	Stormwater Sedimentation Pond
SLODA	03/21/97	L-007713-21-P-A	Woodyard Processing Facility, New Training Center, All Structures Covered Under New Construction Exemption Since Last Permit Amendment.
SLODA	08/30/96	L-007713-21-N-C & L-007713-21-O-M	Wood Handling and Storage Facility Condition Compliance and Modification
SLODA	09/08/95	L-007713-21-M-A	Wood Handling and Storage Facility Abutting Landfill
SLODA	05/04/94	S-007713-WT-N-N	Solid Waste Order: Disposal of Grinder stones
SLODA	11/14/90	S-007713-7A-Q-M	Site Location and Solid Waste Order and Fuel Substitution: TDF Storage and Fuel and Ash
SLODA	07/19/90	S-007713-7A-P-C	Site Location of Development and Solid Waste Order Condition Compliance With Condition No. 8A, 8B, and D of order dated 10/11/89
SLODA	10/11/89	S-007713-7A-O-C	Site Location of Development and Solid Waste Order Condition Compliance 8A, B, E, G, H of Order Dated 2/24/82 and 8C of Order Dated 10/11/89
SLODA	10/11/89	S-007713-7A-M-M	Site Location and Solid Waste Order Minor Modification. Modification to Special Condition No. 8 A, B and D to Order Dated 2/24/82
SLODA	12/06/88	L-007713-29-L-A	Parking lot Expansion

Bucksport Generation LLC
Licenses List & History

PROGRAM	PERMIT DATE	PERMIT NUMBER	DESCRIPTION
SLODA	09/10/87	L-007713-24/03-K-A	Site Improvements, Stream Alteration, etc.: - Raw Material Unloading Station WTP Sludge Conveyor Enclosure, Expand Motor Cycle Parking Area, Rip Rap Smelt Brook Near Fitness Center
SLODA	07/22/87	L-007713-20-I-A	Paper Machine Improvements, New Groundwood Reject Refiner, 48' X 59' TMP Building Drum Winder No. 5 PM, No. 4 PM Production Increase 93 T/D, 165' X 50' Building Trades Shop 40' X 60' New Warehouse, 60' X 80' Extension to Existing Roll Grinder Room for Unloading, 40' X 50' Extension of Core Manufacturing Building -Pre-engineered Structure
SLODA	06/26/87	L-7713-24-J-A	Fitness Center
SLODA	05/26/87	L-7713-24/03-I-M	Co-generation Project
SLODA	03/24/87	L-7713-24/03-H-A	Co-generation Project - Turbine Building 6400 Sq.Ft. - Water Intake Building 1800 Sq. Ft. - Deaerator Building 1323 Sq. Ft.
SLODA	07/23/86	L-7713-07-G-M	Amendment to Landfill Monitoring
SLODA	07/22/86	L-7713-07-F-M	Amendment to Phase I Ash Cell for Construction of Underdrain
SLODA	07/21/89	L-7713-07-B-M	Condition Compliance No. 8 B,C for 26-7713-09070 Order Dated 2/24/82 Re: landfill
SLODA	07/15/86	L-7713-07-D-M	Condition Compliance No. 11E for 26-7713-09070 Order Dated 2/24/82
SLODA	11/04/85	L-7713-07-E-M	Request for Transfer From St. Regis to Champion International Corporation
SLODA	05/08/85	L-7713-17-C-N	300 Foot Disposal Law Variance From Landfill Location Near Smelt Brook
SLODA	02/24/82	26-7713-09070	Site Location, Solid Waste, 300- No. 8·boiler, 15 New Structures for Boiler, Fuel Storage, Conveyors, etc. - Expansion of Landfill
SLODA	11/10/76	03-1415-09070	Coastal Wetlands Alteration and Water Quality Certification
SLODA	06/09/76	26-1415-09070	Extension of Permit Dates for 9/25/74 Order for Fill Material Along River Bank. Condition Removal No. 2e, 2f, and 2o of Board Order 9/26/74
SLODA	05/12/76	26-1415-09070	Condition Removal No. 2e and 2o of Board Order 9/26/74
SLODA	08/06/75	26-1415-09070	Extension of Deadline for Leachate Control Plans For Order Dated 9/25/74
SLODA	04/09/75	03-1415-09070	Wetlands Control Act and Water Quality Certification Rockfill for Areas B and C
SLODA	02/12/75	26-1415-09070	New Paper Machine and Related Facilities Amendment to Findings of Fact and Order Dated
SLODA	11/20/74	26-1415-09070	Secondary WWTP Amendment to Allow Construction of Secondary Treatment Plant
SLODA	09/25/74	26-1415-09070	New Papermaking Machine and Related Facilities: - Primary WTP - Secondary WTP - New Paper Machine - Upgrade Groundwood - New Baled Kraft Pulp Storage and Handling - New Rail siding - Demolition of Two Boilers and Replacement With two New Boilers 452 MBTU/hour - Removal of 5 Stacks, and Replacement With 1 Stack - Relocation of Chip Handling and New Pneumatic Handling - Relocation of CMP Power Transmission and Switching Facilities - Filling of Wetlands Near Outfall and Paper Warehouse - Expansion of Solid Waste Disposal Site
Solid Waste	12/11/15	S-007713-WD-BG-A	Minor Revision - Construction & Demolition debris disposal at landfill (14,000 yd3)
Solid Waste	12/11/15	S-007713-WD-BF-M	Minor Revision - 2nd phase of North Slope closure, replacement of drain in toe of slope and temporary cover over Cell 6A
Solid Waste	09/23/15	NA	License Surrender- for chip pallets used as beneficial use for fuel
Solid Waste	05/03/13	S007713-WD-BE-M	Minor Revision Moving North Slope Closure (Phase I} & Cell 6A Temporary Closure
Solid Waste	12/03/12	S-007713-WD-BD-M	Minor Revision for Off-Spec Coating Material Disposal in Landfill
Solid Waste	10/02/12	S-007713-WV-BC-M	Chipped Pallets Onto New Biomass Pad and Removal of TDF
Solid Waste	07/02/12	S-022383-SD-A-N	Agronomic Utilization Program
Solid Waste	01/18/12	S-007713-WD-BB-A	Landfill Vertical Extension
Solid Waste	08/11/10	S-007713-WD-BA-M	Cell 5 Cover and Cell 6A (phase II) Development
Solid Waste	06/25/09	S-007713-WD-AZ-M	Cell 6A (phase 1) Development Minor Revision
Solid Waste	07/01/08	S-007713-WD-AW-M	Landfill Expansion Extension 2008-2015
Solid Waste	05/14/08	S-007713-WV-AY-A	Beneficial Use Amendment -Clean wood
Solid Waste	04/16/08	S-007713-WV-AX-M	Minor Revision - Update Permit to Conform to New Regulations
Solid Waste	07/20/07	S-007713-WD-S-M	Minor Revision - Cell 4 Closure & Cell 5 Development
Solid Waste	09/02/04	S-007713-WD-AM-M	Minor Revision - Condition Compliance Conditions 6&7
Solid Waste	11/18/03	S-007713-WD-AQ-M	Minor Revision Leachate Line Replacement
Solid Waste	04/29/03	S-007713-WD-AN-M	Minor Revision - 2 Year Extension of Landfill Expansion
Solid Waste	11/15/01	S-007713-WD-AK-A	Minor Revision Cell II North Slope and to Cell II South Slope Terrace

Bucksport Generation LLC
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PROGRAM	PERMIT DATE	PERMIT NUMBER	DESCRIPTION
Solid Waste	07/16/01	S-007713-WD-AJ-C	Compliance with special Condition #17 - Revised EMP
Solid Waste	05/08/01	S-007713-WD-AI-M	Minor Revision Cell II Closure
Solid Waste	12/29/00	030021 & 030022	Non-Hazardous Waste Transporter License
Solid Waste	12/26/00	S-007713-WD-AD-N	Landfill Expansion Approval
Solid Waste	02/19/00	S-007713-WS-AH-N	One Time Disposal of Soil and Sawdust Mixed With Propylene Glycol.
Solid Waste	02/01/00	S-007713-WS-AG-N	One Time Disposal of 1 Cubic Yard of Char, Fire Extinguisher Residue and Incidental Soil
Solid Waste	10/01/99	S-007713-WU-AF-N	On Going Disposal of Waste Non-Hazardous Solidified Polymer
Solid Waste	12/08/98	01008 & 01009 & 011226	Non-Hazardous waste Transporter License Expires 1/1/01
Solid Waste	09/14/98	S-007713-WD-AA-M	Minor Revision Variance Intermediate and Operational Final Cover
Solid Waste	09/11/98	Condition	Condition #4 S-007713-WD-X-C Long Term Development Plan
Solid Waste	07/16/98	S-007713-WD-AB-M	Minor Revision Cell I Closure
Solid Waste	09/23/97	S-007713-WT-Y-N	One Time Disposal of 900 cu.yds. Dredge Spoils From Salt Water Intake River Dredging
Solid Waste	09/23/97	S-007713-WU-Z-N	Ongoing Disposal of Activated Alumina Desiccant
Solid Waste	08/28/97	S-007713-WS-W-N	Onetime Disposal of 0.5 cu.yds. of Dried Detac
Solid Waste	08/04/97	Condition	Condition#3 S-007713-WD-S-R Gas Venting Details
Solid Waste	02/25/97	S-7713-WD-S-R	Landfill License Renewal
Solid Waste	12/31/96	9900205 & 9900204	Non-Hazardous Waste Transporters - License - Expires 1/1/99
Solid Waste	05/05/94	S-7713-WT-N-N	Ongoing Disposal of Grinder stones
Solid Waste	11/14/90	S-7713-7A-Q-M	Ongoing Disposal of TDF Ash
Solid Waste	07/19/90	S-007713-7A-P-C	Condition Compliance Items 8(A), 8(B), and 8(C) of S-7713-7A-M-M
Solid Waste	10/11/89	S-007713-7A-M-M	Modification to Special Conditions 8 (A), 8 (B), 8(C), and 8(D) of S-7713-09070
Solid Waste	08/06/99	S-007713-WD-A-E-M	Minor Revision for Passive Gas Collection & Flare System
Solid Waste	07/15/86	L-007713-07-D-M	Condition Compliance #11E 00/26-7713-09070 Operations Manual
Solid Waste	05/18/85	L-007713-17-C-N	300 Foot Disposal Law Variance
Solid Waste	02/24/82	00/26-7713-09070	Landfill Expansion and Ash Disposal

Radioactive Materials	01/01/16	09403G	Radioactive Materials - General License for (EXIT signs in G4 building)
Radioactive Materials	02/20/15	9205	Radioactive Materials - Specify License for sources in precipitator
FCC	02/15/15	WPJU219	Radio auth (Radio Type YO) EXP 10-24-21
FAA	10/09/15	2015-ANE-1569-OE	Aeronautical Survey Study for #8 Boiler Stack-lighting requirement
FAA	10/06/99	1999-ANE-0498-OE	Aeronautical Survey Study for G4 Stack- no lights required