

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. Proutice

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. Martinslick
~~Notary Public~~ / Attorney at Law

Print Name: Bonnie L. Martinslick

Commission Expires: _____
(Affix notarial seal)

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

Richard 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. Martinovich
Name: Bonnie L. Martinovich
Notary Public/Maine Attorney at Law

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.

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

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	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	628	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)

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27	Harry L. White	MSPC	5/5/1930	629	284	Part of Schedule A-1 (Parcel 27)
27	Harry B. Small	MSPC	5/5/1930	629	405	Part of Schedule A-1 (Parcel 27)
27	E. H. Cunningham	MSPC	5/5/1930	629	407	Part of Schedule A-1 (Parcel 27)
27	James Hutchins	MSPC	5/5/1930	630	141	Part of Schedule A-1 (Parcel 27)
27	Eva C. Stubbs	MSPC	5/9/1930	630	141	Part of Schedule A-1 (Parcel 27)
27	Ernest Hutchins	MSPC	5/10/1930	629	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	407	Part of Schedule A-1 (Parcel 27)
27	Louisa Wasson	MSPC	5/12/1930	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	629	141	Part of Schedule A-1 (Parcel 27)
27	Beatrice H. Moore and Earl B. Wasson	MSPC	5/12/1930	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)

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27	Bertha Dubois	MSPC	5/27/1930	629	407	Part of Schedule A-1 (Parcel 27)
27	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)
27	Alice J. Clements	MSPC	6/18/1930	630	243	Part of Schedule A-1 (Parcel 27)
27	Clara Russell William O. Russell	MSPC	6/18/1930	630	241	Part of Schedule A-1 (Parcel 27)
27	Isaac F. Dorr	MSPC	6/12/1930	630	240	Part of Schedule A-1 (Parcel 27)
33	Carrie M. Buck, et al	MSPC	6/12/1930	630	242	Part of Schedule A-1 (Parcel 27)
33	A. R. Soper Hallie Soper	MSPC	6/18/1930	629	484	Part of Schedule A-1 (Parcel 32)

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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	630	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	629	282	Part of Schedule A-1 (Parcel 37)
37	A. R. Soper Hallie Soper	MSPC	6/18/1930	629	481	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	6/20/1930	629	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	6/18/1930	629	483	Part of Schedule A-1 (Parcel 37)

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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	629	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	629	328	Part of Schedule A-1 (Parcel 8)

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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	629	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)
26	Mattie M. Gray	MSPC	7/25/1930	630	398	Part of Schedule A-1 (Parcel 10)
26	Percy F. Moore	MSPC	7/25/1930	630	397	Part of Schedule A-1 (Parcel 26)
26	Mildred B. Soper	MSPC	7/25/1930	630	17	Part of Schedule A-1 (Parcel 26)
26	Byron E. Colby	MSPC	7/18/1930	631	17	Part of Schedule A-1 (Parcel 26)
25	Melvin H. Harriman	MSPC	7/26/1930	630	398	Part of Schedule A-1 (Parcel 25)
25	John E. Grindle	MSPC	7/25/1930	631	19	Part of Schedule A-1 (Parcel 25)

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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	
25	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 22)
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 22)
	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	

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	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)
19	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	8/13/1930	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 17)
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)

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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)
22	Howard Johnson	MSPC	10/10/1930	632	454	Part of Schedule A-1 (Parcel 37)
20	Roy H. Ferris Fee	MSPC	10/10/1930	632	166	Part of Schedule A-1 (Parcel 20)
22	Harry A. Bridges Fee	MSPC	10/14/1930	632	166	Part of Schedule A-1 (Parcel 37)
15	Wm. O. DePray Fee	MSPC	10/14/1930	632	437	Part of Schedule A-1 (Parcel 15)

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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	632	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	631	235	Part of Schedule A-1 (Parcel 22)
22	Elizabeth E. Sawyer, a/k/a Lizzie McDonald	MSPC	12/11/1930	631	88	Part of Schedule A-1 (Parcel 37)
36	Perpitia L. Emerson Fee	MSPC	12/11/1930	675	482	Part of Schedule A-1 (Parcel 36)

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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	632	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	1/14/1931	632	87	Part of Schedule A-1 (Parcel 37)
37	Flora F. Dorr	MSPC	1/20/1931	632	492	Part of Schedule A-1 (Parcel 37)
	E. Earl Herrick Fee	MSPC	2/5/1931	632	580	Part of Schedule A-1 (Parcel 23)
23c	Melvin Harriman Fee	CSC	2/13/1931	632	579	Part of Schedule A-1 (Parcel 23)
23c	Wiley C. Conary Fee	CSC	1/14/1931	632	262	Part of Schedule A-1 (Parcel 37)
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	632	445	Part of Schedule A-1 (Parcel 37)
23c	Edwin R. Witham, et al. Fee	CSC	1/20/1931	632	445	Part of Schedule A-1 (Parcel 23)

<u>Parcel Number in 1946 Deed Book 711 Page 434</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Date</u>	<u>Hancock County Registry of Deeds Book</u>	<u>Page</u>	<u>Parcel Number in 2006 Deed Book 4588, Page 26</u>
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	5/25/1931	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	5/25/1931	633	519	Part of Schedule A-1 (Parcel 23)
23c	George C. Bickford, et al. Fee	CSC	5/25/1931	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	633	351	Part of Schedule A-1 (Parcel 40)
40	Richard G. Tunison	MSPC	5/25/1931	633	355	Part of Schedule A-1 (Parcel 40)
40	William P. Wharton	MSPC	7/29/1931	633	365	Part of Schedule A-1 (Parcel 40)
40	Clement R. Lee, et al	MSPC	7/29/1931	633	366	Part of Schedule A-1 (Parcel 40)
40	Joseph B. Patterson	MSPC	7/29/1931	633	366	Part of Schedule A-1 (Parcel 40)
40	Paul Nolan	MSPC	7/29/1931	633	365	Part of Schedule A-1 (Parcel 40)

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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	7/30/1931	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	8/1/1931	635	358	Part of Schedule A-1 (Parcel 40)
40	Abbie C. Jordan Homer H. Dunbar	MSPC	8/1/1931	635	356	Part of Schedule A-1 (Parcel 40)
40	Walter F. Gilliland	MSPC	8/1/1931	635	360	Part of Schedule A-1 (Parcel 40)
40	Carl D. Buck	MSPC	8/1/1931	635	361	Part of Schedule A-1 (Parcel 40)
40	Hermine Ehlers	MSPC	8/1/1931	635	363	Part of Schedule A-1 (Parcel 40)

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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	8/4/1931	635	329	Part of Schedule A-1 (Parcel 40)
40	Nora I. Leach	MSPC	8/5/1931	635	346	Part of Schedule A-1 (Parcel 40)
40	Everett P. Wilder	MSPC	8/5/1931	635	347	Part of Schedule A-1 (Parcel 40)
40	Lauriston G. Leach	MSPC	8/4/1931	635	349	Part of Schedule A-1 (Parcel 40)
40	Dennis R. Soper	MSPC	8/4/1931	635	362	Part of Schedule A-1 (Parcel 40)
40	Frances C. Homer	MSPC	8/11/1931	635	347	Part of Schedule A-1 (Parcel 40)
40	Leslie E. Little	MSPC	8/11/1931	635	371	Part of Schedule A-1 (Parcel 40)
40	Stella G. Streeter	MSPC	8/11/1931	635	357	Part of Schedule A-1 (Parcel 40)
40	Will L. White	MSPC	8/11/1931	635	350	Part of Schedule A-1 (Parcel 40)
40	Albion R. Soper	MSPC	8/11/1931	635	357	Part of Schedule A-1 (Parcel 40)

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40	J. E. Soper, et al	MSPC	8/14/1931	635	354	Part of Schedule A-1 (Parcel 40)
40	F. M. Pierce	MSPC	8/14/1931	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	8/29/1931	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	635	182	Part of Schedule A-1 (Parcel 23)
	Henry A. Buck Fee	CSC	2/25/1932	635	182	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)
39	MSPC	David C. Buck	6/27/1934	635	444	Part of Schedule A-1 (Parcel 38)
38	MSPC	Annie E. Ames	6/27/1934	635	194	Part of Schedule A-1 (Parcel 40)

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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	649	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	658	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	649	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	11/30/1935	650	467	Part of Schedule A-1 (Parcel 24)
	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

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	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	8/21/1951	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	8/18/1951	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	103	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	749	301	Schedule A-61 (See prior deed 635/347)

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	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	7/21/1952	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	307	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

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	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-92
	Central Maine Power Company Fee	SRPC	3/15/1965	979	144	Schedule A-95
	Bucksport Water Company	Champion Internatio nal Corporati on	10/16/1989	1779	89	

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.

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 on 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

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 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.