

## **Section 2**

**Title, Right or Interest** 



## Section 2. Title, Right or Interest

### 2.1 State Standards

Pursuant to the State's Site Law, applicants must provide:

A complete copy of the deed or a current lease or purchase option as evidence of title, right or interest in the property.

## 2.2 Submission

The Project parcels are leased by the Applicant. The Applicant also has easement rights across adjacent parcels.

**Title, Right or Interest Summary** 

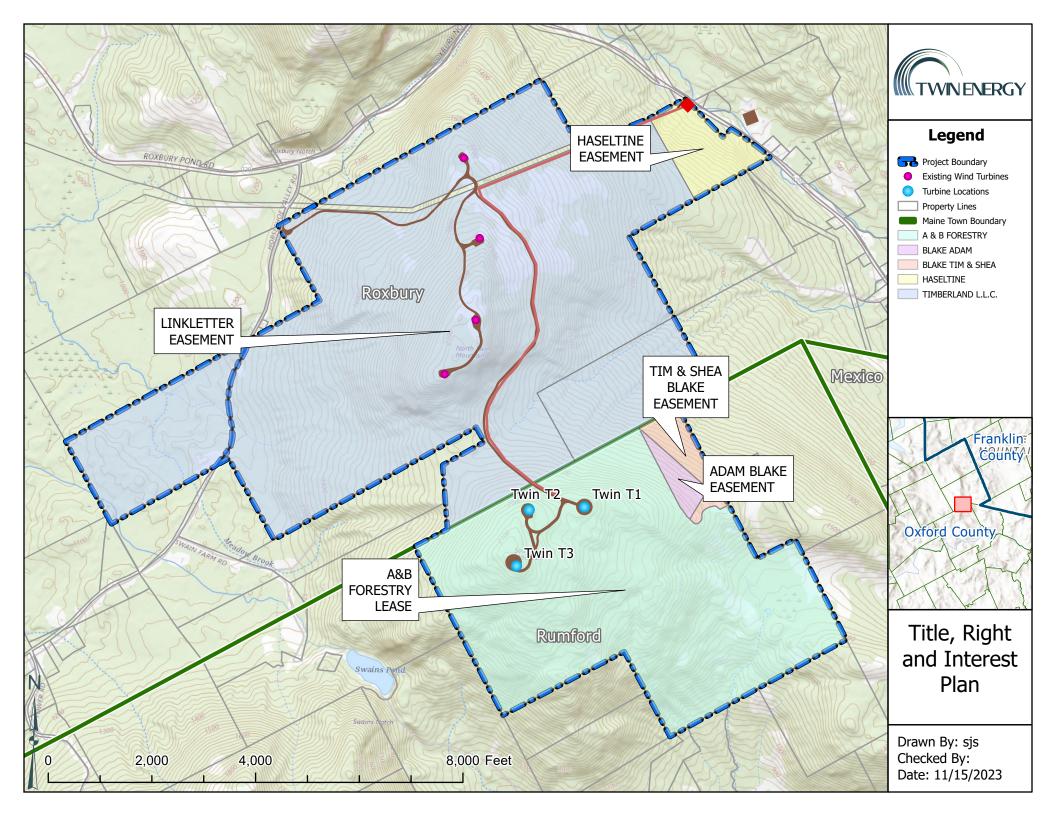
Location	Current Owner	Project Interest
Rumford and Mexico, Maine	A&B Equipment, Inc. & A&B Forestry, Inc.	Lease
Roxbury, Maine	Arthur and Gaye Haseltine	Easement
Roxbury, Maine	Linkletter Timberlands, LLC, & Thorn Brook Properties, LLC	Easement
Rumford, Maine	Timothy Allen and Shealena Lynn Blake	Easement
Rumford, Maine	Adam Blake	Easement

See the attached Title, Right or Interest copies for the project in Exhibit 2-1.





## Exhibit 2-1 Title, Right, or Interest Copies





Instr # 14160
Cherri L Crockett Register of Deeds

**Bk 5718 PG 507** 09/29/2022 01:08:36 PM Pages 6 DEED

OXFORD COUNTY

#### **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made by **ADAM BLAKE** ("<u>Grantor</u>"), the owner of a certain lot or parcel of land situated in the Town of Rumford, County of Oxford and State of Maine more particularly described in the deed dated July 24, 2017 and recorded at the Oxford (East) County Registry of Deeds in Book 5357 Page 594 (hereinafter referred to as the "<u>Property</u>").

WHEREAS, TWIN ENERGY LLC, a Massachusetts limited liability company with its principal office in Cohasset, Massachusetts ("Grantee"), plans to construct and operate a wind power project, including wind turbine generators and towers and related equipment, facilities, infrastructure and substructures (hereinafter referred to as the "Wind Power Project"), on lands near the Property, including (without limitation) the lands described on the attached Exhibit A;

WHEREAS, the Wind Power Project will emit sound, including at levels that may exceed applicable state, local, or other maximum sound level limits for the Property, and may cast shadows onto or produce a shadow flicker effect at the Property, including at levels that may exceed otherwise applicable state, local, or other maximum shadow flicker limits for the Property;

WHEREAS, the Wind Power Project may include turbines, towers, or other improvements located a distance from the boundary of the Property that is less than the Maine Department of Environmental Protection recommended setback of 1.5 times the sum of the turbine hub height plus the rotor diameter from the boundary of the Property (the "Recommended Setback");

NOW, THEREFORE, for good and valuable consideration received, Grantor hereby agrees as follows.

1. Sound and Operations Easement. Grantor grants, with Quitclaim Covenant, a perpetual easement to Grantee for: (a) the right to have sound generated from the Wind Power Project impact the Property and exceed otherwise applicable state, local or other maximum sound level limits applicable to locations on the Property; (b) the right to have any audio, visual, light, vibration, electromagnetic, ice or weather hazard resulting from Wind Power Project operations or activities impact the Property; and (c) the right to cast shadows or shadow flicker from the Wind Power Project onto the Property and exceed otherwise applicable state, local or other maximum shadow flicker limits applicable to locations on the Property. Grantor expressly releases Grantee and any affiliate of Grantee, and each of their members, owners, managers, officers, employees and agents, and any owner of adjacent land upon which Wind Power Project improvements are located, from any action, claim or proceeding in equity, law and/or administrative

BK: 5718 PG: 507

- proceeding that Grantor may now have or may have in the future with respect to the emanation of such sound, shadow, shadow flicker or other effects of electrical generation and transmission incidental to the Wind Power Project including but not limited to any such actions, claims or proceedings arising from or relating to applicable zoning, planning or other federal, state or local permitting requirements or other authorizations (collectively, "Sound and Operations Claims").
- 2. Setback Easement. Grantor grants, with Quitclaim Covenant, a perpetual easement to Grantee for the right to have one or more wind turbines, towers, or other improvements included in the Wind Power Project located closer to the boundary of the Property than the Recommended Setback, except that in no instance shall Grantee locate a wind turbine closer than 1,000 feet to the boundary of the Property, as measured from the center of the turbine foundation. Grantor acknowledges and consents to any safety risk related to the Wind Power Project's proximity to the Property, including risk related to the Wind Power Project being located a distance that is less than the Recommended Setback. Grantor expressly releases Grantee and any affiliate of Grantee, and each of their members, owners, managers, officers, employees and agents, and any owner of adjacent land upon which Wind Power Project improvements are located, from any action, claim or proceeding in equity, law and/or administrative proceeding, including but not limited to claims for property damage or personal injury, that Grantor may now have or may have in the future with respect to the utilization from time to time of any setback that is less than the Recommended Setback (and any successor setback recommendations or requirements), including any such actions, claims or proceedings arising from or relating to setbacks that otherwise may be enforceable under then-applicable zoning, planning or other federal, state or local permitting requirements or other authorizations (collectively, "Setback Claims" and together with Sound and Operations Claims, "Claims"). Grantor further covenants not to construct or allow the construction of any structure, or to establish any public use areas, including parking areas, snowmobile or ATV trails intended for access and use by public, within the Recommended Setback.
- 3. Covenant Not to Oppose; Covenant Not to Sue. Grantor grants a perpetual negative covenant to Grantee, whereby Grantor covenants and agrees for itself, its heirs, successors and assigns, not to oppose or object to the Wind Power Project, or to any activities arising from the construction or operation of the Wind Power Project that produce annoyance, inconvenience, or discomfort to Grantor in connection with its use and enjoyment of the Property. Grantor further covenants, promises and agrees for itself, its heirs, successors and assigns, not to file suit in any court (or join any suit or accept relief in any suit) asserting, pleading, or raising any Claims.
- 4. <u>Successors and Assigns</u>. This Agreement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the parties hereto. The burden of the easements and covenants hereby granted shall run with the Property. The benefit of the easements and covenants hereby granted is not appurtenant to any particular property, but shall be transferable in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee, it being the intent of the parties that such benefit may be transferred to any successors or assignees of Grantee that own or operate the Wind Power Project, as it may be modified, divided or expanded.

5. Enforcement. The benefit of the easements and covenants hereby granted may be enforced by Grantee, its successors and assigns, by any appropriate legal or equitable remedy. In the event that Grantee, its successors or assigns, shall bring an action against Grantor, its successors or assigns, by reason of a breach or violation of this Agreement by Grantor, its successors and assigns, the substantially prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and court costs incurred in such action from the substantially non-prevailing party. In the event that any one or more of the provisions contained in this Agreement shall be declared invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect, and shall be interpreted as closely as possible to the manner in which such invalid, void or unenforceable provision was written.

WITNESS our hands and seals this 10 day of August, 2022.

GRANTOR:	
Mh)	
Adam Blake	
STATE OF MAINE COUNTY OFOXford	
On this 10 day of Augustacknowledged the foregoing Easement	_, 2022, personally appeared Adam Blake and Agreement to be his free act and deed.
Sell Belle Gande	
Notary Public /	BETH BELLEGARDE  NOTARY PUBLIC  STATE OF MAINE  MY COMMISSION EXPIRES 54-25

SEAL

## **EXHIBIT A**

# Proposed Wind Power Project Lands (not intended to be exhaustive)

Land described in the Memorandum of Lease from A&B Forestry, Inc. and A&B Equipment, Inc., as Lessor, and Twin Energy LLC, as Lessee, dated August 20, 2021 and recorded at the Oxford County Registry of Deeds in Book 5640 Page 911.



Instr # 16842 Cherri L Crockett Register of Deeds

**Bk 5640 PG 914** 09/30/2021 12:54:54 PM Pages 5 DEED

OXFORD COUNTY

## **EASEMENT**

The undersigned ARTHUR D. HASELTINE and GAYE ELIZABETH T. HASELTINE, residents of Roxbury, Maine, with a mailing address of 248 Roxbury Notch Road, Roxbury, Maine 04275 (hereinafter, collectively, "Grantor") for consideration paid by TWIN ENERGY LLC, a Massachusetts limited liability company with a mailing address of c/o Palmer Management Corporation, 13 Elm Street, Suite 200, Cohasset, Massachusetts 02025 (hereinafter, "Grantee"), the receipt of which is hereby acknowledged, hereby grant unto Grantee, its successors and assigns, forever, with warranty covenants, the exclusive perpetual right and easement to erect, bury, construct, maintain, repair, rebuild, re-space, replace, operate, patrol and remove energy, fuel and communications transmission and distribution lines consisting of suitable and sufficient poles, towers, pipes, duct-banks and conduits, with sufficient foundations together with wires, cables or lines strung upon, within or extending between the same for the transmission of energy, fuel and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other equipment and appurtenances, including interconnection and communication facilities/and or buildings, and for all Utility Services defined in accordance with 33 M.R.S. Section 458, over, upon, under and across land situated in the Town of Roxbury, Oxford County, Maine, known as Lot 14 on Assessor's Map 12 and further described in a deed to Arthur T. Haseltine and Gaye Elizabeth T. Haseltine by deed dated November 18, 2002 and recorded in the Oxford County Registry of Deeds in Book 3202, Page 45.

The location of said easement is more particularly described as follows:

See EXHIBIT A attached hereto and incorporated herein (the "Easement Area").

Also conveying to Grantee the right and easement, at any time or times, to cut and remove all trees and to clear and keep clear said Easement Area of all trees, timber, and bushes growing on said easement area by such means as Grantee may select.

Grantee shall have the right and easement to remove all woody vegetation located on land of Grantor capable of growing into or falling into the minimum conductor safety zone around its transmission conductors and associated facilities. Grantee intends this easement to allow for the removal of danger trees or hazard trees as defined herein that are within the Easement Area. For the purposes of this easement, the following definitions apply: A "danger tree" is defined as a tree that if it failed could contact the conductors. A "hazard tree" means any tree that is structurally unsound that could strike a conductor upon failure; examples include dead trees, unsightly trees after pruning, unhealthy trees, trees with weakened crotches, trees leaning over or towards the wires, or species known to have a high failure rate.

Grantor, personally and for their successors, heirs, personal representatives, and assigns, covenant and agree to and with Grantee, that Grantor will not erect or permit the erection or

Grantors' Initials III III

Page 1 of 4

maintenance of any building, road, utilities or other structure of any kind or nature under or upon the above-described Easement Area, and will not place any materials on, or permit or allow any material of any kind or nature to accumulate on or be removed from said Easement Area if, in the reasonable opinion of Grantee, such erection, maintenance or action would endanger or interfere with the current or the future use of said Easement Area in its operation.

This easements granted hereby are intended to benefit Twin Energy LLC, its successors and assigns, including, but not limited to, Central Maine Power Company and any service providers or contractors to Twin Energy LLC for the construction, installation, operation, maintenance and interconnection of the wind power electric generation facility to be located primarily on property leased by Twin Energy LLC by virtue of a Land Lease Agreement ("Lease"), as such Lease has been amended from time to time and as may be amended in the future, and on adjacent properties on which easements have been granted to Twin Energy LLC.

The terms Grantor and Grantee shall include their respective heirs, administrators, successors, personal representatives, affiliates and assigns.

GRANTOR:

Printed Name: Arthur D. Haseltine

State of Maine

County of Oxford, ss

The above-named Arthur D. Haseltine and Gaye Elizabeth T. Haseltine, personally appeared before me and acknowledged the foregoing instrument to be their free acts and deeds.

My Commission expires:

Greg S. Gagne Notary Public • State of Maine My Commission Expires May 10, 2024

Grantors' Initials

Page 2 of 4

## **EXHIBIT A**

The Easement Area generally as shown on the attached **EXHIBIT A-1** – is a proposed conceptual layout for Grantee's proposed transmission lines and equipment for interconnection to a power line owned by Central Maine Power Company located on Grantor's property. The portion of Grantor's land being encumbered by the easement rights is referenced herein as the "Easement Area".

The Easement Area is an approximately 50' wide swatch of land running adjacent to an easement, as amended, provided to RoxWind LLC by Grantor as recorded in the Oxford County Registry of Deeds in Book 5554, Page 245.

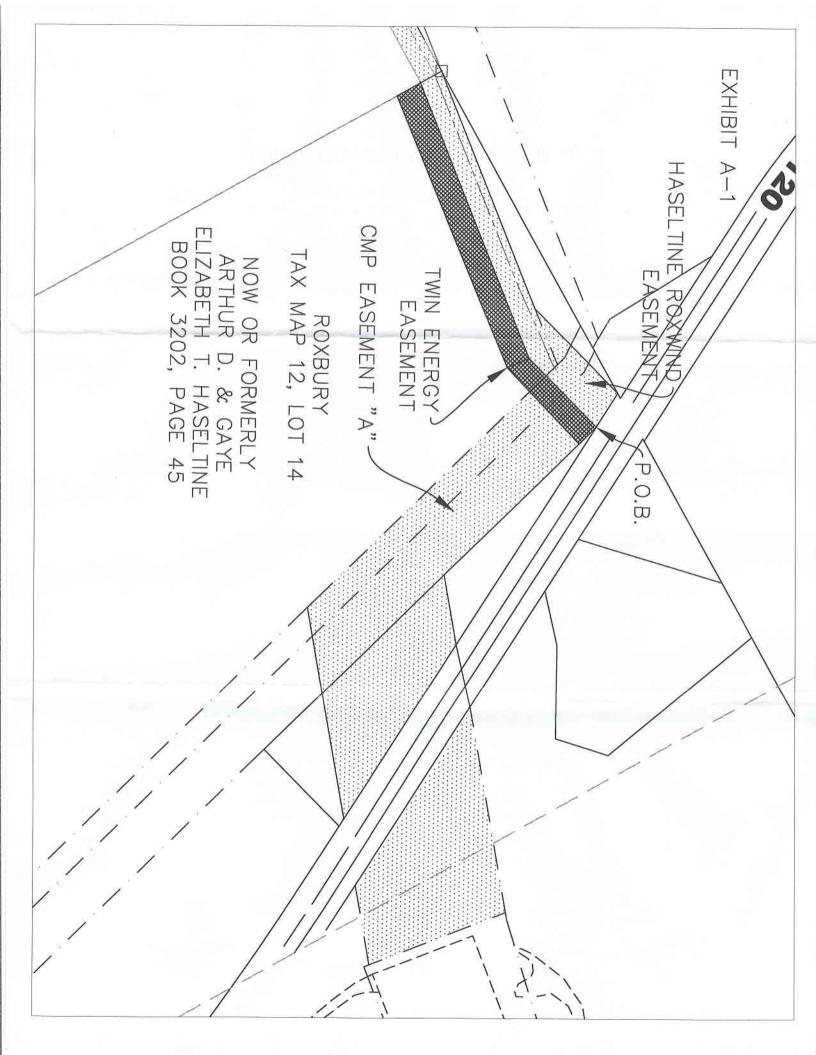
Grantor and Grantee agree that upon completion of final engineering and prior to construction, Grantee will prepare a final description that will definitively locate and describe the Easement Area, and that this final description will be attached as Exhibit A to the Easement.

Grantors' Initials at 18

### **EXHIBIT A-1**

PDF of Sketch or Aerial Plan with Grantor's initials

Grantors' Initials MH/gH





Instr # 5062 Cherri L Crockett Register of Deeds

**Bk 5753 PG 114** 05/15/2023 01:03:32 PM Pages 14 DEED

OXFORD COUNTY

### **EASEMENT DEED**

(Access and Road)

The undersigned, LINKLETTER TIMBERLANDS, LLC, a Maine limited liability company, and THORN BROOK PROPERTIES, LLC, a Maine limited liability company, jointly with a mailing address of P.O. Box 135, Athens, Maine 04912 (collectively, "Grantor"), for consideration paid by TWIN ENERGY LLC, a Massachusetts limited liability company with a mailing address of c/o Palmer Management Corporation, 13 Elm Street, Suite 200, Cohasset, MA 02025 ("Grantee"), the receipt of which is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, with quitclaim covenant, the right of way and easement to cross and recross by foot, motor vehicle and equipment for all purposes for which a right of way may be used, on, over, under and across the portion(s) of Grantor's land in the Town of Roxbury, County of Oxford, State of Maine more particularly described and depicted in Exhibit A attached (collectively, Grantor's parcels are the "Subject Property", and the access area, "Project Access Easement Area") to serve a wind energy project to be located on or near South Twin Mountain in Rumford, Maine, with associated infrastructure in neighboring towns, including Roxbury, Maine (the "Project"). The Project Access Easement Area shall be comprised of two parts - the "Twin Shared Access Area" and the "South Twin Access Area," as described and depicted in Exhibit A. The rights and easements granted hereunder to Grantee are intended to be co-terminus with the term of the Project and continue so long as the Project (including any extensions thereto and during any decommissioning term) are in existence. Grantee will record a termination of this Easement Deed in the Oxford County Registry of Deeds (the "Registry") promptly after the expiration and removal of Grantee's personal property. The easement, terms and conditions set forth in this Easement Deed are in addition to the easements, terms and conditions set forth in the Easement Deed (Transmission Easement), dated the date hereof, from Grantor to Grantee and executed and recorded herewith in the Registry (the "Transmission Easement").

Also conveying to Grantee the right and easement at any and all times to clear and keep clear the Project Access Easement Area of all trees, timber and bushes growing on said land, to drain water from the Project Access Easement Area onto Grantor's adjacent land and to plow snow, spread salt, sand and calcium, pave, place gravel and stone and otherwise improve the Project Access Easement Area, in each case by such means as Grantee may elect so as to provide year-round access. Any and all merchantable trees and timber cleared in the exercise of the herein described rights shall remain the property of Grantor. Grantor agrees to cooperate with Grantee to designate laydown areas for such trees and timber cleared pursuant to this Easement Deed. Grantor agrees to remove (at a time or times agreed to by the parties hereto in order to avoid interference with Grantee's development activities) any trees and timber, so stockpiled without interfering in any way whatsoever with Grantee's use and enjoyment of the Project Access Easement Area and the operation of the Project.

Grantor hereby covenants and agrees to and with Grantee that it will not block access to, under and over the Project Access Easement Area, nor erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure, of any kind or nature upon the Project Access Easement Area, and will not place, permit or allow any material or structure of any kind or nature to accumulate on or be removed from Project Access Easement Area, any or all of which, in the opinion of the Grantee would endanger or interfere with Grantee's use of Project Access Easement Area as contemplated by this Easement Deed, including, without limitation, for unobstructed ingress and egress to the Project and the land of others contiguous to the Project Access Easement Area for all purposes, which include the construction, development and operation of the Project.

The easements granted in this Easement Deed shall (x) be in common with Grantor, (y) include the rights granted unto Grantee to (A) construct, repair, and maintain the roadway and appurtenant bridges, culverts, grades, slopes, storm water runoff, drainage and ditches within the Project Access Easement Area, and to clear and dispose of interfering trees and other growth from time to time and (B) install, maintain and replace from time to time locked gated access to, on and over the Project Access Easement Area provided that Grantee has provided Grantor and RoxWind LLC, a Massachusetts limited liability company (together with its successors and assigns, "RoxWind LLC") with appropriate means to gain access through any such gates at any and all times, and (z) include the right of Grantee to temporarily use the land area contiguous to the Project Access Easement Area from time to time in connection with the construction, maintenance and repair of the Project Access Easement Area.

The easements granted in this Easement Deed over the Project Access Easement Area are and shall be subject to the terms and conditions in this Easement Deed, used in common with Linkletter Timberlands, LLC, Thorn Brook Properties, LLC and RoxWind LLC (as grantee and lessee as more particularly described below) and their respective successors and assigns. Linkletter Timberlands, LLC further reserves (i) rights of ingress and egress for all purposes of a way over the road to be installed within the length of the South Twin Access Area, and (ii) the right to locate and use, for vehicular and pedestrian ingress and egress for all purposes, four crossings ("the Crossings") over the utility easement area where Grantee will be locating utility easement lines pursuant to the terms of that certain Easement Deed (Transmission Easement) (the "Twin Energy Transmission Easement") between Linkletter Timberlands, LLC and Twin Energy LLC of recent date to be recorded herewith.

The easements granted in this Easement Deed shall be subject to Grantor's reserved right to construct and maintain certain roads within the South Twin Access Area as and upon the terms and conditions set forth in the Twin Energy Transmission Easement.

Any right to use or other interest in the Project Access Easement Area granted by Grantor to any third party, after the date hereof, shall be expressly subject and subordinate to the rights granted to Grantee hereunder and such grantee or other recipient of such rights from Grantor will agree in writing to be bound by Grantor's covenants herein as if the named Grantor herein.

In addition to the foregoing:

- 1. By its acceptance of this deed Grantee covenants that:
- (a) Grantee shall be solely responsible for the selection, supervision, control, direction, compensation, work rules, discipline and termination of its surveyors, invitees, employees, contractors and consultants who may enter the Project Access Easement Area.
- (b) At the conclusion of Grantee's work on the utility lines and access roads in the Project Access Easement Area, and during all periods of its use of the roads subject to this Easement Deed, Grantee shall leave the road travel ways and appurtenant support and drainage structures in a stable and serviceable condition consistent with the regulatory standards applicable to the Project. Such maintenance must further meet the standards customary for timber hauling roads in Maine in topographies similar to the Project Access Easement Area. Such maintenance and restoration work by Grantee will, without limitation, include ditching, the smoothing and crowning of road surfaces, installation of water bars, maintenance of ditches and drainage structures, and the re-establishment of vegetation on disturbed areas (including on Grantor's adjacent land outside the Project Access Easement Area which is adversely affected by the condition of the roads resulting from Grantee's use), so as to prevent accelerated soil erosion and sedimentation of water courses.
  - (c) Grantee's use of the easements shall be at the sole risk of Grantee.
- (d) Grantee will not suffer or permit any mechanic's or materialman's lien to be filed against the Project Access Easement Area or Grantor's contiguous land, for labor and materials supplied to, or at the direction of Grantee or any contractor or subcontractor employed by Grantee.
  - (e) Grantee agrees to provide and maintain the following insurance:
- i) Worker's compensation insurance, as applicable, covering all persons employed in connection with the operation of Grantee's business, and otherwise as required by Maine law. Without limiting the rights of the Grantor under the indemnity provisions set forth in this Easement Deed, the Grantee hereby waives any immunity available to it under the workers' compensation acts of the State of Maine or any other jurisdiction, as to claims for contribution as a joint tortfeasor brought by the Grantor for indemnity under this Easement Agreement. Grantee confirms that it is assuming potential liability for actions brought by its own employees arising out of the exercise of the Grantee's rights under this Easement Agreement.
- ii) Commercial General Liability insurance with a general aggregate limit of not less than \$5,000,000 and a per occurrence limit of not less than \$1,000,000 for bodily injury and property damage, with a commercially-reasonable deductible, and which shall include operations and blanket contractual liability coverage which insures performance by Grantee of the indemnity provisions of this Easement Deed.

The insurance under subsection (e)(ii) shall name Grantor and RoxWind LLC as additional insured parties and provide that Grantee's insurance is primary and not in excess of, or applicable on, a co-insurance basis with any other insurance available to Grantor and RoxWind LLC, as applicable. Grantee will provide Grantor and RoxWind LLC certificates of insurance from the

insurance companies evidencing the foregoing, with effective dates of coverage, at the time of Grantee's entry on Grantor's land. Each certificate of insurance delivered hereunder, to the extent obtainable, shall contain an agreement by the insurer that such policy shall not be cancelled or surrendered without at least thirty (30) days prior written notice to Grantor and RoxWind LLC and to any mortgagee named in such policy. Grantee agrees that its insurer(s) and anyone claiming by, through or under Grantee, shall have no claim cause of action or right of subrogation against Grantor or RoxWind LLC based on any loss or liability insured under any of the foregoing insurance.

Grantee shall require its contractors to obtain and maintain the types of insurance coverage, and the amounts of coverage as are customary for the work being conducted, and, if requested by Grantor or RoxWind LLC, shall obtain from its contractors and deliver to Grantor or RoxWind LLC, as applicable, prior to the execution of any agreement and before their entering the Grantor's property, a certificate of insurance as described in the prior paragraph. If Grantee or the Grantee's contractors fail to comply with this provision, the Grantee shall be liable to Grantor and RoxWind LLC, as applicable, and shall defend, indemnify, and hold Grantor and RoxWind LLC, as applicable, harmless from and against any and all costs, expenses, attorney's fees, damages, judgments, claims, fines, penalties and settlements related to or resulting from the failure to comply with these provisions.

- (f) Grantee shall indemnify and hold harmless Grantor, its employees, officers, managers, directors, agents, contractors, subcontractors and consultants from and against any claim of liability or loss from personal injury or property damage in connection with Grantee's use, and use by any and all persons acting by, through, under or in concert with Grantee use of the Project Access Easement Area to the extent caused by the negligence or intentional misconduct of any of the foregoing and including Grantee, its employees, officers, managers, directors, agents, invitees, contractors and consultants.
- (g) Grantee shall use the Project Access Easement Area in compliance with applicable laws, rules and regulations.

Further, Grantee acknowledges (i) that Linkletter Timberlands, LLC has granted easement rights to, and covenanted with, RoxWind LLC under and pursuant to (x) an Easement Deed (Access and Road) dated September 3, 2020 and recorded in the Registry in Book 5554, Page 192 (the "RoxWind Access and Road Easement") (y) an Easement Deed (Transmission Easement) dated September 3, 2020 and recorded in the registry in Book 5554. Page 170 (the "Transmission Easement") and (z) to an Easement Deed and Covenants dated September 3, 2020 and recorded in the Registry in Book 5554, Page 170 (the "Property Easement"; and together with the RoxWind Access and Road Easement and Transmission Easement, the "RoxWind Easements"); and (ii) that Thorn Brook Properties, LLC, as assignee of Linkletter Timberlands, LLC, has granted certain leasehold rights to RoxWind LLC under and pursuant to a Land Lease Agreement dated as of September 5, 2012 (as amended, the "RoxWind Lease"), an Amended and Restated Memorandum of Lease of which is recorded in the Registry Book 5554, Page 138, which RoxWind Lease demises a leasehold interest in the property shown as "Premises" on Exhibit B of that Amended and Restated Memorandum of Lease and which property is transversed by the Project Access Easement Area, as shown on Exhibit A hereto, (iii) that the Project Access Easement Area overlaps with the

property subject to the RoxWind Easements and the RoxWind Lease as shown on Exhibit A, (iv) that Grantor's rights in the Subject Property are subject to the RoxWind Easements and the RoxWind Lease, and (v) that therefore Grantee acknowledges and agrees that the easement rights granted in this Easement Deed are subject and subordinate to the RoxWind Easements, the RoxWind Lease and RoxWind LLC's rights thereunder, and Grantor's reserved rights. Grantee covenants and agrees that Grantee is bound to RoxWind LLC by the covenants of the grantor under the RoxWind Easements as set forth in the RoxWind Easements to the same extent as if Grantee was the named Grantor thereunder (including, without limitation, indemnification of RoxWind LLC by Grantee) and Grantee's use and enjoyment of the easement rights granted in this Easement Deed will not interfere with or hinder RoxWind LLC's use and enjoyment of the easement rights granted to RoxWind LLC under and pursuant to the RoxWind Easements and RoxWind LLC's rights under and pursuant to the RoxWind Lease, or Grantor's reserved rights. For the avoidance of doubt, Grantee's exercise of its rights under this Easement Deed shall be in such a manner so as not to adversely impact, affect or otherwise impair or require amendments to any of RoxWind LLC's easements or leases or any of its permits, licenses or other governmental or quasigovernmental approvals in each case without the prior written consent of RoxWind LLC.

## 2. Grantor hereby further covenants with Grantee as follows:

- (a) Grantor's use of the Project Access Easement Area shall not (i) in any way interfere or otherwise obstruct Grantee's use of the Project Access Easement Area as contemplated by this Easement Deed or (ii) damage or otherwise impair the integrity of, or any improvements made to, on or in, the Project Access Easement Area, all of which covenants will be binding upon any and all persons acting by, through, under or in concert with Grantor. Grantor will from time to time and at its sole cost and expense promptly repair any and all damage to the Project Access Easement Area or the improvements thereon caused by Grantor or any of Grantor's employees, officers, managers, directors, agents, invitees, contractors or subcontractors or any and all persons acting by, through, under or in concert with Grantor and will promptly restore the Project Access Easement Area to its condition as it existed immediately prior to such damage or impairment.
- (b) Grantor shall defend, indemnify and hold harmless Grantee, its employees, officers, managers, directors, agents, contractors from and against any claim of liability or loss from personal injury or property damage in connection with Grantor's and any and all persons acting by, through, under or in concert with Grantor use of the Project Access Easement Area to the extent caused by the negligence or intentional misconduct of any of the foregoing and including Grantor, its employees, officers, managers, directors, agents, contractors and consultants.
- (c) Grantor and any and all persons acting by, through, under or in concert with Grantor shall not establish any public use areas, including, but not limited to, parking areas, snowmobile or ATV trails, or other similar uses intended for access and use by the public, within the Project Access Easement Area. The foregoing is not intended to limit the right to conduct timber harvesting and forest management operations on the Project Access Easement Area, subject to the restrictions imposed by this Easement Deed and provided that such timber harvesting and forest management operations do not interfere with Grantee's use of the Project Access Easement Area as contemplated by this Easement Deed nor shall Grantor be required to post the Project Access Easement Area against transient use by members of the public or otherwise take affirmative steps to prevent transient public access to the Project Access Easement Area.

- (d) Grantor acknowledges and agrees that wind turbine generators located on neighboring property and related improvements, equipment, structures and appurtenances may be located in locations that are situated less than the Maine Department of Environmental Protection recommended setback of 1.5 times the sum of the turbine hub height plus the rotor diameter from the boundaries of the Subject Property (the "Recommended Setback"). Grantor further acknowledges and consents to any safety risk related to the Project's proximity to the Subject Property, including the risk related to the Project and/or improvements being located a distance that is less than the Recommended Setback, and expressly, irrevocably and unconditionally releases and forever discharges Grantee and any related corporation, entity, and affiliate thereof, and each of its members, owners, stockholders, successors, assigns, agents, directors, managers, officers, employees and representatives, and any and all persons acting by, through, under or in concert with any of them, from any action, claim, suit or proceeding in equity, law and/or administrative proceeding that Grantor may now have or may have in the future against Grantee or any of the foregoing releasees, now or in the future with respect to the utilization from time to time of any property setback that is less than the Recommended Setback (and any successor setback recommendations or requirements), including any such actions, claims, suits or proceedings arising from or relating to setbacks that otherwise may be enforceable under thenapplicable zoning, planning or other federal, state or local permitting requirements or other authorizations.
- (e) Grantor acknowledges and agrees that wind turbine generators located on the Project area, and related improvements, equipment, structures and appurtenances may generate sound, shadow, shadow flicker, light, glare, vibration, electromagnetic, audio, visual, ice or weather hazard (collectively "Project Effects"), from the Project construction, installation, operation or decommissioning and may impact the Subject Property whether or not such impact may exceed otherwise applicable federal, state, local law or ordinances, or other maximum limitations applicable to locations on the Subject Property. Grantor further acknowledges and consents to the impact of the Project Effects on the Subject Property resulting from Project operations. Grantor agrees that it will not oppose the Project on the basis of Project Effects or otherwise.
- 3. As used below, a "Dispute" means any dispute whatsoever arising out of or concerning the interpretation, application, effect, or enforcement of this Easement Deed or the Easement Deed (Transmission Easement) from Grantor to Grantee of near or even date hereof (together, the "Other Easements"), including, without limitation, any claim concerning the scope or effect of the following agreement to negotiate, mediate, and/or arbitrate. The Parties agree in the first instance to attempt to settle any Dispute by good faith, confidential, direct discussions between the Parties and, if appropriate or necessary, any other party to the Other Easements. If in the good faith judgment of either Party, at any time, these attempts fail, or will most likely not succeed, either Party may demand that the Dispute be the subject of confidential, private mediation in Bangor, Maine, within forty-five (45) days, with the mediation to be conducted by a disinterested mediator satisfactory to both Parties. If the Parties do not within a week after the demand for mediation agree on a mediator, each will within three (3) business days select a mediator, and the two mediators will within five (5) business days select a third mediator, who will conduct the mediator will then end, with each Party paying for its own designated mediator. The fee for the

mediator conducting the mediation shall be shared equally. Notwithstanding the foregoing, if a Party fails to timely appoint a mediator, then the mediator appointed by the other Party shall conduct the mediation.

If the Dispute is not then resolved by mediation within thirty (30) days of the selection of the mediator, either Party will have the right to terminate the mediation and commence an action in any court in the State of Maine of competent jurisdiction to resolve the Dispute. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS EASEMENT DEED OR THE OTHER EASEMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY 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 DEED OR THE OTHER EASEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Anything to the contrary in this Easement Deed notwithstanding, either Party may pursue specific performance or any other equitable remedy immediately in any court in the State of Maine having jurisdiction thereover without first seeking to mediate any such claim.

The prevailing Party in any Dispute resolution, whether by mediation or in a court of law, shall be reimbursed by the other Party for all of the prevailing Party's reasonable out of pocket costs and expenses incurred because of such Dispute, including, without limitation, reasonable attorneys' fees and costs.

- The easements in this Easement Deed shall burden and run with the Project Access Easement Area and the Subject Property and are intended to benefit Grantee, Central Maine Power Company (and any successor transmission utility), and each of their respective successors and assigns, and each of their respective service providers, contractors and subcontractors for the construction, installation, operation, maintenance, repair, replacement, interconnection and decommissioning of all or any part of the Project and the property subject to the Other Easements and any other property on which any portion of the Project is located or otherwise property beneficial to the ownership, development, operation, maintenance, repair, replacement, interconnection and decommissioning of all or any part of the Project. The burden of the easements and rights hereby granted shall run with the Project Access Easement Area and bind Grantor and its successors and assigns, and benefit Grantee and its successors and assigns. The covenants and restrictions set forth in this Easement Deed are deemed to be covenants running with the land and bind Grantor and Grantee, and their respective successors and assigns. The benefit of the easements and the rights granted hereunder are not appurtenant to any particular property, and shall be transferable in whole or in part, and may be sold, leased, assigned, pledged and mortgaged by Grantee, it being the intent of the parties that such benefit may be transferred to any successors or assigns of Grantee that own or operate any portion of the Project.
- 5. Each party agrees that it shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Easement Deed, including, but not limited to, executing and delivering such additional documents as may be reasonably required by lenders or assignees of Grantee, or by the Maine Department of Environmental Protection. The Party requesting any such additional cooperation shall pay the

reasonable costs and expenses (including attorneys' fees and costs) incurred by the other Party in providing such cooperation.

6. The terms Grantor and Grantee shall include their respective successors and assigns.

[signature page follows]

Signed, Sealed and Delivered in presence of	By: Robert E. Linkletter Managing Member
STATE OF MAINE County of Somerset, ss.	March 3, 2023
Linkletter Timberlands, LLC, a Maine	me Robert E. Linkletter, Managing Member of limited liability company, and acknowledged the deed in his said capacity and the free act and deed of  Before me,  Notary Public/Attorney at Law Print Name: Selyn Ritchell My Commission Expires: 9191210 (Notarial Seal)
Signed, Sealed and Delivered in presence of	By: Robert E. Linkletter Managing Member
STATE OF MAINE County of Sometimes, ss.	Movch 3rd, 2023  ne Robert, F. Linkletter, Managing Member of Thorn

Then personally appeared before me Robert E. Linkletter, Managing Member of Thorn Brook Properties, LLC, a Maine limited liability company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Thorn Brook Properties, LLC.

Before me,

Wotary Public/Attorney at East Print Name: JOSCHYN R

My Commission Expires: 919

(Notarial Seal)

[Easement Deed (Access and Road)]

## AGREED TO AND ACCEPTED BY:

TWIN ENERGY LLC

Name: Gorden Deane Title: President, PMC, Ma

COMMONWEALTH OF MASSACHUSETTS County of NORFOLK, ss.

Then personally appeared before me Gorbon Deane, MC, MANAGER of Twin Energy LLC, a Massachusetts limited liability company, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Twin Energy LLC.

Before pre,

War !

Notary Public/Attorney at Law.

Print Name: <u>KAPHLEEN T. CONCANNO</u> My Commission Expires: <u>Tucy 5 202</u>4

(Notarial Seal)

O TO AN PUBLIC OF THE PUBLIC O

[Easement Deed (Access and Road)]

AGREED TO AND ACCEPTED BY:
ROXWIND LLC

By:

Name Spencer Mash

Title: Authorized Signatory

STATE OF New York
County of NEW YORK , ss.

March 2, 2023

Then personally appeared before me Spencer Mash, Authorized Signatory of RoxWind LLC, a Massachusetts limited liability company, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said RoxWind LLC.

Before me,

Notary Public

Print Name: Katelyn Esper

My Commission Expires: 0 1 /09/2027

(Notarial Seal)

KATELYN FERRIS ESPER Notary Public - State of New York NO. 01ES6446046 Qualified in Kings County My Commission Expires Jan 9, 2027

[Easement Deed (Access and Road)]

## FARM CREDIT EAST, ACA RELEASE AND JOINDER

FARM CREDIT EAST, ACA, successor by merger to Farm Credit of Maine, ACA, a federal instrumentality organized and existing under the laws of the United States under the Farm Credit Act of 1971, as amended, with a mailing address of 615 Minot Avenue, Auburn, Maine 04210, for consideration paid, the receipt and sufficiency of which is hereby acknowledged, hereby releases to Grantee the right, title and interest in and to the rights, easements and real property set forth in this Easement Deed and consents to the covenants, terms and conditions set forth herein.

Signed, Sealed and Delivered

in presence of

FARM CREDIT EAST, ACA

By: Name: Justin A. Brown

Title: Vice President

STATE OF CONNECTICUT County of HARTFORD, ss. Enfield

March 9, 2023

Then personally appeared before me Justin A. Brown, Vice President of FARM CREDIT EAST, ACA, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said FARM CREDIT EAST, ACA.

Before me.

Notary Public/Attorney at Law Print Name: Kerri B. Sears

My Commission Expires: 4/30/23

(Notarial Seal)

### Exhibit A

Subject Property: Tax Map 2 Parcels 34,35,40-1, and 17 in the Town of Roxbury, Oxford County, Maine.

Project Access Easement Area: Comprised of

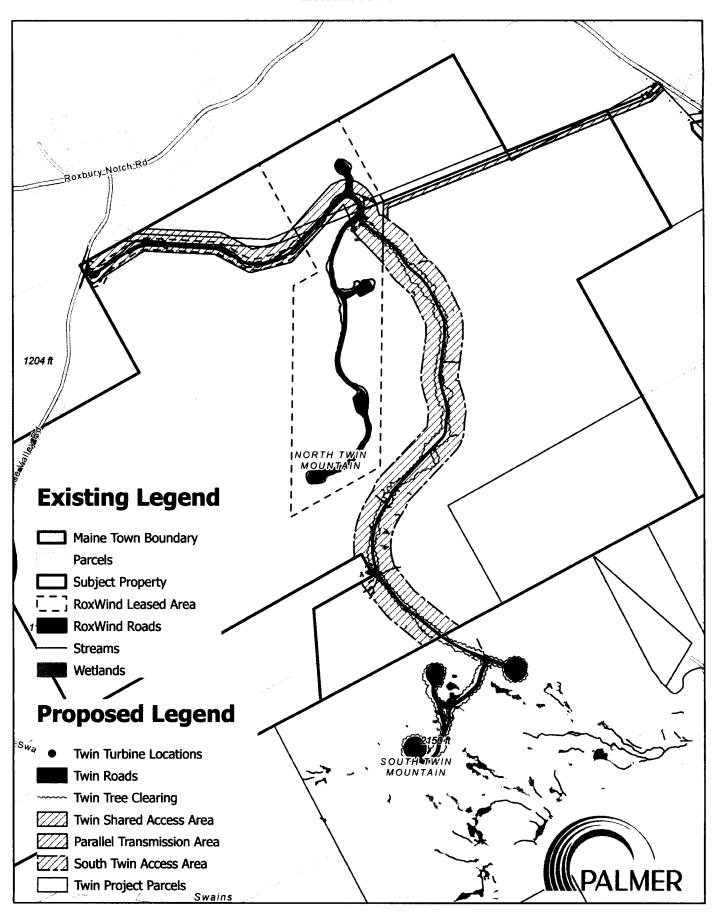
- a) Twin Shared Access Area: [Description to be provided]; and
- b) South Twin Access Area: [Description to be provided].

The Project Access Easement Area to be located on the Grantor's land is generally as shown on attached **EXHIBIT A-1** — a proposed conceptual layout for the Grantee's proposed improvements.

Grantor and Grantee agree that upon completion of final engineering and construction, Grantee will prepare a final description that will definitively locate and describe the Project Access Easement Area, and that this final description will be attached as Exhibit A to this Easement Deed.

Exhibit A

**Exhibit A-1** 





Instr # 5061 Cherri L Crockett Register of Deeds **Bk 5753 PG 100** 05/15/2023 01:03:32 PM Pages 14 DEED

OXFORD COUNTY

## EASEMENT DEED (Transmission Easement)

The undersigned. LINKLETTER TIMBERLANDS, LLC, a Maine limited liability company with a mailing address of P.O. Box 135, Athens, Maine 04912 ("Grantor"), for consideration paid by TWIN ENERGY LLC, a Massachusetts limited liability company with a mailing address of c/o Palmer Management Corporation, 13 Elm Street, Suite 200, Cohasset, Massachusetts 02025 ("Grantee"), the receipt of which is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, with quitclaim covenant, the exclusive right and easement to cross and recross by foot, motor vehicle and equipment and to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol, use and remove energy, electrical distribution and communication lines consisting of suitable and sufficient poles and towers, pipes, duct-banks, and conduits, all of the foregoing with sufficient foundations together with wires strung upon and extending between the same for the transmission of electric energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other electrical equipment and appurtenances, including interconnection and communication facilities and structures on, over, under and across the portion of the Grantor's land located in the Town of Roxbury, County of Oxford, State of Maine more particularly described in Exhibit A attached (the "Transmission Easement Area") to support Grantee's wind energy project in Rumford, Maine, with associated infrastructure in neighboring towns, including Roxbury, Maine (the "Project"). Transmission Easement Area is comprised of the "Parallel Transmission Corridor" and the "South Twin Transmission Corridor", each of which is more particularly described and depicted in Exhibit A. The rights and easements granted hereunder to Grantee are intended to be coterminus with the term of the Project and continue so long as the Project (including any extensions thereto and any decommissioning term) is in existence. Grantee will record a termination of this Easement Deed in the Oxford County Registry of Deeds (the "Registry") promptly after the expiration and removal of Grantee's Project. The easement, terms and conditions set forth in this Easement Deed are in addition to the easements, terms and conditions set forth in the Easement Deed (Access and Road), dated the date hereof, from Grantor to Grantee and executed and recorded herewith in the Registry.

Also conveying to Grantee the right and easement at any and all times to clear and keep clear the Transmission Easement Area of all trees, timber and bushes growing on said land, to drain water from the Transmission Easement Area onto Grantor's adjacent land and to plow snow, spread salt, sand and calcium, pave, place gravel and stone and otherwise improve the Transmission Easement Area, in each case by such means as Grantee may elect so as to provide year-round access. Any and all merchantable trees and timber cleared in the exercise of the herein described rights shall remain the property of Grantor. Grantor agrees to cooperate with Grantee to designate laydown areas for such trees and timber cleared pursuant to this Easement Deed. Grantor agrees to remove (at a time or times agreed to by the parties hereto in order to avoid interference with Grantee's development activities) any trees and timber, so stockpiled without

interfering in any way whatsoever with Grantee's use and enjoyment of the Transmission Easement Area and the operation of the Project.

Grantor hereby covenants and agrees to and with Grantee that it will not block access to, under and over the Transmission Easement Area, nor erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure, of any kind or nature upon the Transmission Easement Area, and will not place, permit or allow any material or structure of any kind or nature to accumulate on or be removed from Transmission Easement Area, any or all of which, in the opinion of the Grantee would endanger or interfere with Grantee's use of Transmission Easement Area as contemplated by this Easement Deed, including, without limitation, for unobstructed ingress and egress to the Project and the land of others contiguous to the Transmission Easement Area for all purposes contemplated by this Easement Deed, which include the construction, development and operation of the Project.

Further, Grantee acknowledges (i) that Linkletter Timberlands, LLC has granted easement rights to, and covenanted with, RoxWind LLC, a Massachusetts limited liability company (together with its successors and assigns, "RoxWind LLC") under and pursuant to (x) an Easement Deed (Access and Road) dated September 3, 2020 and recorded in the Registry in Book 5554, Page 192 (the "RoxWind Access and Road Easement"), (y) an Easement Deed (Transmission Easement) dated September 3, 2020 and recorded in the registry in Book 5554, Page 170 (the "Transmission Easement") and (z) an Easement Deed and Covenants dated September 3, 2020 and recorded in the Registry in Book 5554, Page 170 (the "Property Easement"; and together with the RoxWind Access and Road Easement and Transmission Easement, the "RoxWind Easements"); and (ii) that Thorn Brook Properties, LLC, as assignee of Linkletter Timberlands, LLC, has granted certain leasehold rights to RoxWind LLC under and pursuant to a Land Lease Agreement dated as of September 5, 2012 (as amended, the "RoxWind Lease"), an Amended and Restated Memorandum of Lease of which is recorded in the Registry Book 5554, Page 138, which RoxWind Lease demises a leasehold interest in the property shown as "Premises" on Exhibit B of that Amended and Restated Memorandum of Lease, (iii) that the Transmission Easement Area overlaps with the property subject to the Property Easement as shown on Exhibit A, and (iv) that therefore Grantee acknowledges and agrees that the easement rights granted in this Easement Deed are subject and subordinate to the RoxWind Easements, the RoxWind Lease and RoxWind LLC's rights thereunder. Grantee covenants and agrees that Grantee is bound to RoxWind LLC by the covenants of the grantor under the RoxWind Easements as set forth in the RoxWind Easements to the same extent as if Grantee was the named Grantor thereunder (including, without limitation, indemnification of RoxWind LLC by Grantee) and Grantee's use and enjoyment of the easement rights granted in this Easement Deed will not interfere with or hinder RoxWind LLC's use and enjoyment of the easement rights granted to RoxWind LLC under and pursuant to the RoxWind Easements and RoxWind LLC's rights under and pursuant to the RoxWind Lease, or Grantor's reserved rights. For the avoidance of doubt, Grantee's exercise of its rights under this Easement Deed shall be in such a manner so as not to adversely impact, affect or otherwise impair or require amendments to any of RoxWind LLC's easements or leases or any of its permits, licenses or other governmental or quasi-governmental approvals in each case without the prior written consent of RoxWind LLC.

The easements granted in this Easement Deed shall include, subject to the other provisions herein, the rights granted unto Grantee to (A) construct, repair, and maintain the roadway and appurtenant bridges, culverts, grades, slopes, storm water runoff, drainage and ditches within the Transmission Easement Area, and to clear and dispose of interfering trees and other growth from time to time, (B) install, maintain and replace from time to time locked gated access to, on and over the Transmission Easement Area, provided that Grantee has provided Grantor with appropriate means to gain access through any such gates and (C) include the right of Grantee to temporarily use the land area contiguous to the Transmission Easement Area from time to time in connection with the exercise by Grantee of its rights under this Easement Deed.

Grantor reserves the right to construct and maintain one road, within the Parallel Transmission Corridor, and up to four roads, within the South Twin Transmission Corridor, solely for use by Grantor, its successors and assigns, and their contractors and subcontractors with appurtenant ditches and drainage structures, for crossing and re-crossing the Transmission Easement Area to access Grantor's property adjacent to the Transmission Easement Area, provided that: (i) the travel way of such new roads shall not exceed twenty-four (24) feet in width and shall be constructed as nearly perpendicular, as is reasonably possible, to the Transmission Easement Area; (ii) the nearest point of the travel way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Transmission Easement Area; (iii) such construction, maintenance and use will not prohibit Grantee from complying, or otherwise interfere or increase the cost or time required for Grantee to comply, with applicable laws, rules, ordinances, permit requirements or similar requirements imposed or recommended by any governmental agency or regulatory body; (iv) such construction, maintenance and use will (x) not interfere with the rights hereby conveyed to Grantee and (y) otherwise be in accordance with Grantor's covenants below; and (v) prior to the commencement of the construction of any road or any related appurtenances, Grantor will (A) provide Grantee with a sketch showing the location of proposed road and its appurtenances and such other information as Grantee may reasonably request and (B) coordinate from time to time with Grantee to schedule a time for construction and any significant maintenance of any road and its appurtenances. In addition to Grantor's other obligations under this Easement Deed, Grantor may perform such clearing, grading and filling in connection with the roads as will not interfere with the line or lines to be installed within the Transmission Easement Area, provided that minimum clearance for Grantee's transmission lines under the most adverse conditions shall be maintained by Grantor as set forth in the National Electrical Safety Code as in effect from time to time and if such Code is no longer available, then in any successor code reasonably acceptable to Grantee.

At the request of either party, the location of each of the roads crossing the Transmission Easement Area may be determined by recordable survey, and the parties shall execute and deliver for recording in the Registry a confirmatory deed, agreement, or other document establishing or confirming the location of each implicated road by a metes and bounds or centerline description, or by reference to a recorded survey plan. The parties will share the cost of preparation and recording of the supplemental documentation and any plan(s) locating the crossings.

In addition to the foregoing:

- 1. By its acceptance of this deed Grantee covenants that:
- (a) Grantee shall be solely responsible for the selection, supervision, control, direction, compensation, work rules, discipline and termination of its surveyors, invitees, employees, contractors and consultants who may enter the Transmission Easement Area.
- (b) Following termination of the Project, Grantee shall decommission and remove its fixtures and personal property from the Transmission Easement Area in accordance with Maine Department of Environmental Protection permitting requirements.
  - (c) Grantee's use of the easements shall be at the sole risk of Grantee.
- (d) Grantee shall indemnify and hold harmless Grantor, its employees, officers, managers, directors, agents, contractors, subcontractors and consultants from and against any claim of liability or loss from personal injury or property damage in connection with Grantee's use, and use by any and all persons acting by, through, under or in concert with Grantee, of the Transmission Easement Area to the extent caused by the negligence or intentional misconduct of Grantee, or any of its employees, officers, managers, directors, agents, invitees, contractors, and consultants.
  - (e) Grantee agrees to provide and maintain the following insurance:
- i) Worker's compensation insurance covering all persons employed in connection with the operation of Grantee's business, and otherwise as required by Maine law. Without limiting the rights of the Grantor under the indemnity provisions set forth in this Easement Deed, the Grantee hereby waives any immunity available to it under the workers' compensation acts of the State of Maine or any other jurisdiction, as to claims for contribution as a joint tortfeasor brought by the Grantor for indemnity under this Easement Agreement. Grantee confirms that it is assuming potential liability for actions brought by its own employees arising out of the exercise of the Grantee's rights under this Easement Agreement.
- ii) Commercial General Liability insurance with a general aggregate limit of not less than \$5,000,000 and a per occurrence limit of not less than \$1,000,000 for bodily injury and property damage, with a commercially-reasonable deductible, and which shall include operations and blanket contractual liability coverage which insures performance by Grantee of the indemnity provisions of this Easement Deed.

The insurance under subsection (e) ii) shall name Grantor and RoxWind LLC as additional insured parties and provide that Grantee's insurance is primary and not in excess of, or applicable on, a co-insurance basis with any other insurance available to Grantor or RoxWind LLC, as applicable. Grantee will provide Grantor and RoxWind LLC certificates of insurance from the insurance companies evidencing the foregoing, with effective dates of coverage, at the time of Grantee's entry on Grantor's land. Each certificate of insurance delivered hereunder, to the extent obtainable, shall contain an agreement by the insurer that such policy shall not be cancelled or surrendered without at least thirty (30) days prior written notice to Grantor and

RoxWind LLC and to any mortgagee named in such policy. Grantee agrees that its insurer(s) and anyone claiming by, through or under Grantee, shall have no claim cause of action or right of subrogation against Grantor or RoxWind LLC based on any loss or liability insured under any of the foregoing insurance.

Grantee shall require its contractors to obtain and maintain the types of insurance coverage, and the amounts of coverage as are customary for the work being conducted, and, if requested by Grantor or RoxWind LLC, shall obtain from its contractors and deliver to Grantor or RoxWind LLC, as applicable, prior to the execution of any agreement and before their entering the Grantor's property, a certificate of insurance as described in the prior paragraph, which certificate shall be in form and content reasonably satisfactory to Grantor and RoxWind LLC, as applicable. If Grantee or the Grantee's contractors fail to comply with this provision, the Grantee shall be liable to Grantor and RoxWind LLC, as applicable, and shall defend, indemnify, and hold Grantor and RoxWind LLC, as applicable, harmless from and against any and all costs, expenses, attorney's fees, damages, judgments, claims, fines, penalties and settlements related to or resulting from the failure to comply with these provisions.

- (f) Grantee will not suffer or permit any mechanic's or materialman's lien to be filed against the Transmission Easement Area or Grantor's contiguous land, for labor and materials supplied to, or at the direction of Grantee or any contractor or subcontractor employed by Grantee.
- (g) Grantee shall use the Transmission Easement Area in compliance with applicable laws, rules and regulations.
  - 2. Grantor hereby further covenants with Grantee as follows:
- (a) Grantee's use of the Transmission Easement Area is exclusive, subject only to Grantor's use of the Transmission Easement Area, which is limited to Grantor's construction and use of roads as set forth above and Grantor's use shall not (i) in any way interfere or otherwise obstruct Grantee's use of the Transmission Easement Area as contemplated by this Easement Deed or (ii) damage or otherwise impair the surface of the Transmission Easement Area or the integrity of any Grantee improvements made to, on, over or under the Transmission Easement Area, including stormwater management features that may include forested buffers. Grantor will from time to time and at its sole cost and expense promptly repair any and all damage to the Transmission Easement Area and any of Grantee's improvements thereon caused by Grantor or any of Grantor's employees, officers, managers, directors, agents, invitees contractors or subcontractors and will promptly restore the Transmission Easement Area and such Grantee improvements to their condition as they existed immediately prior to such damage or impairment.
- (b) Grantor shall defend, indemnify and hold harmless Grantee, its employees, officers, managers, directors, agents, contractors, subcontractors and consultants from and against any claim of liability or loss from personal injury or property damage in connection with Grantor's and any and all persons acting by, through, under or in concert with Grantor use of the Transmission Easement Area to the extent caused by the negligence or intentional misconduct of Grantor, its employees, officers, managers, directors, agents, invitees, contractors and

consultants. Grantor and any persons performing work in the Transmission Easement Area for, at the request or on behalf of, or under the rights reserved to Grantor hereunder shall perform such work in a good and workmanlike manner, be duly and appropriately licensed, and carry reasonable and customary insurance.

- (c) Grantor shall not establish any public use areas, including, but not limited to, parking areas, snowmobile or ATV trails, or other similar uses intended for access and use by the public, within the Transmission Easement Area. The foregoing is not intended to limit the right to conduct timber harvesting and forest management operations on the Transmission Easement Area, subject to the restrictions imposed by this Easement Deed and provided that such timber harvesting and forest management operations do not interfere with Grantee's use of the Transmission Easement Area as contemplated by this Easement Deed nor shall Grantor be required to post the Transmission Easement Area against transient use by members of the public or otherwise take affirmative steps to prevent transient public access to the Transmission Easement Area.
- (d) Grantor acknowledges and agrees that wind turbine generators located in Rumford and directly related improvements, equipment, structures and appurtenances may be located within the Project Access Easement Area (as such term is defined in the Project Access Easement), the Transmission Easement Area or on lands not owned by Grantor in locations that are situated less than the Maine Department of Environmental Protection recommended setback of 1.5 times the sum of the turbine hub height plus the rotor diameter from the boundaries of the Transmission Easement Area (the "Recommended Setback"). Grantor further acknowledges and consents to any safety risk related to the Project's proximity to the Transmission Easement Area, including the risk related to the Project and/or improvements being located a distance that is less than the Recommended Setback, and expressly, irrevocably and unconditionally releases and forever discharges Grantee and any related corporation, entity, and affiliate thereof, and each of its members, owners, stockholders, successors, assigns, agents, directors, managers, officers, employees and representatives, and any and all persons acting by, through, under or in concert with any of them, from any action, claim, suit or proceeding in equity, law and/or administrative proceeding that Grantor may now have or may have in the future against Grantee or any of the foregoing releasees, now or in the future with respect to the utilization from time to time of any property setback that is less than the Recommended Setback (and any successor setback recommendations or requirements), including any such actions, claims, suits or proceedings arising from or relating to setbacks that otherwise may be enforceable under then-applicable zoning, planning or other federal, state or local permitting requirements or other authorizations.
- 3. As used below, a "Dispute" means any dispute whatsoever arising out of or concerning the interpretation, application, effect, or enforcement of this Easement Deed or the Easement Deed (Access and Road Easement) from Grantor to Grantee of near or even date hereof (the "Project Access Easement"), including, without limitation, any claim concerning the scope or effect of the following agreement to negotiate, mediate, and/or arbitrate. The Parties agree in the first instance to attempt to settle any Dispute by good faith, confidential, direct discussions between the Parties and, if appropriate or necessary, any other party to the Project Access Easement. If in the good faith judgment of either Party, at any time, these attempts fail, or will most likely not succeed, either Party may demand that the Dispute be the subject of confidential,

private mediation in Bangor, Maine, within forty-five (45) days, with the mediation to be conducted by a disinterested mediator satisfactory to both Parties. If the Parties do not within a week after the demand for mediation agree on a mediator, each will within three (3) business days select a mediator, and the two mediators will within five (5) business days select a third mediator, who will conduct the mediation. The service of the two mediators who were designated by the Parties to select a third mediator will then end, with each Party paying for its own designated mediator. The fee for the mediator conducting the mediation shall be shared equally. Notwithstanding the foregoing, if a Party fails to timely appoint a mediator, then the mediator appointed by the other Party shall conduct the mediation.

If the Dispute is not then resolved by mediation within thirty (30) days of the selection of the mediator, either Party will have the right to terminate the mediation and commence an action in any court in the State of Maine of competent jurisdiction to resolve the Dispute. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS EASEMENT DEED, OR THE PROJECT ACCESS EASEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY 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 DEED OR THE PROJECT ACCESS EASEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Anything to the contrary in this Easement Deed notwithstanding, either Party may pursue specific performance or any other equitable remedy immediately in any court in the State of Maine having jurisdiction thereover without first seeking to mediate any such claim.

The prevailing Party in any Dispute resolution, whether by mediation or in a court of law, shall be reimbursed by the other Party for all of the prevailing Party's reasonable out of pocket costs and expenses incurred because of such Dispute, including, without limitation, reasonable attorneys' fees and costs.

4. The easements in this Easement Deed shall burden and run with the Transmission Easement Area and are intended to benefit Grantee, Central Maine Power Company (and any successor transmission utility), and each of their respective successors and assigns, and each of their respective service providers, contractors and subcontractors for the construction, installation, operation, maintenance, repair, replacement, interconnection and decommissioning of all or any part of the Project and the property subject to the Project Access Easement and any other property on which any portion of the Project is located or otherwise property beneficial to the ownership, development, operation, maintenance, repair, replacement, interconnection and decommissioning of all or any part of the Project. The burden of the easements and rights hereby granted shall run with the Transmission Easement Area and bind Grantor and its successors and assigns, and benefit Grantee and its successors and assigns. The covenants and restrictions set forth in this Easement Deed are deemed to be covenants running with the land and bind Grantor and Grantee, and their respective successors and assigns. The benefit of the easements and the rights granted hereunder are not appurtenant to any particular property, and shall be transferable in whole or in part, and may be sold, leased, assigned, pledged and mortgaged by Grantee, it being the intent of the parties that such benefit may be transferred to any successors or assigns of Grantee that own or operate any portion of the Project.

- 5. Each party agrees that it shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Easement Deed, including, but not limited to, executing and delivering such additional documents as may be reasonably required by lenders or assignees of Grantee, or by the Maine Department of Environmental Protection. The Party requesting any such additional cooperation shall pay the reasonable costs and expenses (including attorneys' fees and costs) incurred by the other Party in providing such cooperation.
- 6. The terms Grantor and Grantee shall include their respective successors and assigns.

[signature page follows]

in presence of	By: Kobert E. Linkletter Managing Member
STATE OF MAINE County of Some set, ss.	March 3rd, 2023

Then personally appeared before me Robert E. Linkletter, Managing Member of Linkletter Timberlands, LLC, a Maine limited liability company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Linkletter Timberlands, LLC.

Before me,

Notary Public/Attorney at Law

Print Name: Joselyn Ritchey
My Commission Expires: 919173

(Notarial Seal)

SEAL

#### AGREED TO AND ACCEPTED BY:

TWIN ENERGY LLC

Title: Pre violent, PMC, Manager

COMMONWEALTH OF MASSACHUSETTS

County of NORFOLK, ss.

MAY 10,2023

PRESIDEN OF PMC

MANAGER OF TWIN Then personally appeared before me GONDON L DEALLY Energy LLC, a Massachusetts limited liability company, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Twin Energy LLC.

Before me,

Notary Public/Attorney at Law

Print Name: KATHLEEN T. CONCANNON My Commission Expires: July 5, 2024

(Notarial Seal)



AGREED TO AND ACCEPTED BY:
ROXWIND LLC
By:  Name Spencer Mash Title: Wuthorized Signatory
STATE OF New York

County of NEW YOLK

Then personally appeared before me Spencer Mash, Authorized Signatory of RoxWind LLC, a Massachusetts limited liability company, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said RoxWind LLC.

Before me,

Print Name: Katelyn Esper
My Commission Expires: 01 109 12027

March 2, 2023

(Notarial Seal)

KATELYN FERRIS ESPER
Notary Public - State of New York
NO. 01ES6446046
Qualified in Kings County
My Commission Expires Jan 9, 2027

### FARM CREDIT EAST, ACA RELEASE AND JOINDER

FARM CREDIT EAST, ACA, successor by merger to Farm Credit of Maine, ACA, a federal instrumentality organized and existing under the laws of the United States under the Farm Credit Act of 1971, as amended, with a mailing address of 615 Minot Avenue, Auburn, Maine 04210, for consideration paid, the receipt and sufficiency of which is hereby acknowledged, hereby releases to Grantee the right, title and interest in and to the rights, easements and real property set forth in this Easement Deed and consents to the covenants, terms and conditions set forth herein.

Signed, Sealed and Delivered

in presence of

FARM CREDIT EAST, ACA

Name: Justin A. Brown
Title: Vice President

STATE OF CONNECTICUT County of Hartford, ss.

March 9, 2023

Then personally appeared before me Justin A. Brown, Vice President of FARM CREDIT EAST, ACA, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said FARM CREDIT EAST, ACA.

Before me,

Notary Public/Attorney at Law

Print Name: Kerri B. Sears

My Commission Expires: 4/30/2023

(Notarial Seal)

## EXHIBIT A Transmission Easement Area

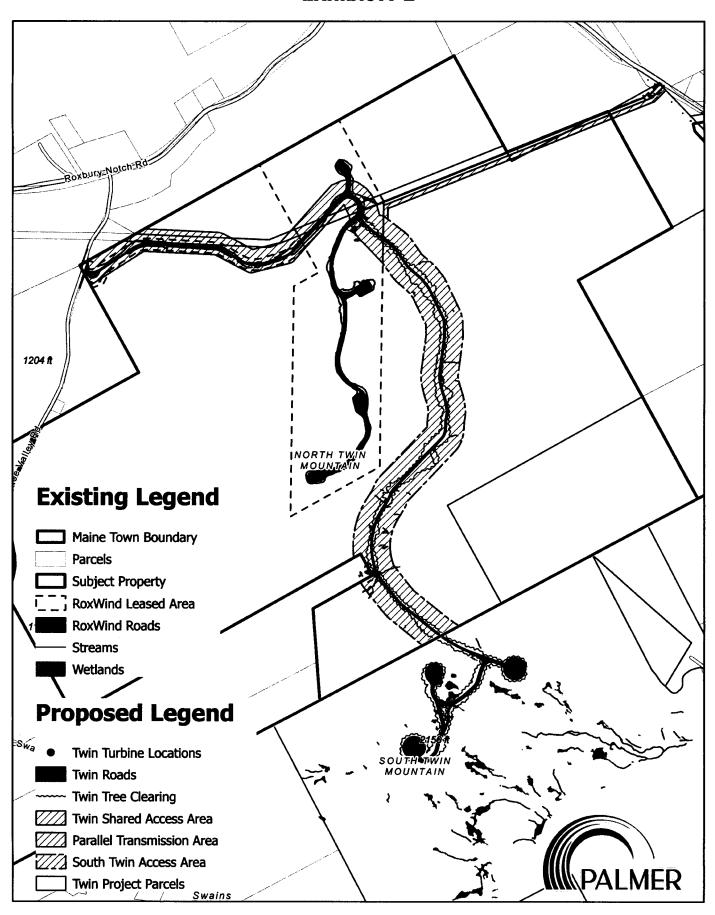
Transmission Easement Area: Comprised of

- a) Parallel Transmission Corridor: [Description to be provided expected to be 60 feet in width]; and
- b) South Twin Transmission Corridor: [Description to be provided ].

The Transmission Easement Area to be located on the Grantor's land is generally as shown on attached **EXHIBIT A-1** -- a proposed conceptual layout for the Grantee's proposed transmission lines and equipment on Grantor's property. The portion of the Grantor's land being encumbered by the easement rights is referenced herein as the "Transmission Easement Area". The South Twin Transmission Corridor will be wholly within the larger South Twin Access Area, which is will be described in the final Access and Road Easement between the parties to this Transmission Easement. The final survey will separately delineate the South Twin Transmission Corridor and those portions of the South Twin Access Area, which are subject only to the non-exclusive Access Easement.

Grantor and Grantee agree that upon completion of final engineering and construction, Grantee will prepare a final description that will definitively locate and describe the Transmission Easement Area, and that this final description will be attached as Exhibit A to the Transmission Easement Deed.

**Exhibit A-1** 





Instr # 16841 Cherri L Crockett Register of Deeds **Bk 5640 PG 911** 09/30/2021 12:54:54 PM Pages 3 LEASE

OXFORD COUNTY

#### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is executed for the purpose of recording in the Oxford County Registry of Deeds and affects a Lease dated August 20, 2021 (collectively, the "Lease") between A&B FORESTRY, INC., a Maine corporation with a principal address of 6 Martin Road, Rumford, Maine (collectively with its affiliate A&B EQUIPMENT, INC., "LESSOR"), and TWIN ENERGY LLC, a Massachusetts limited liability company with its principal office in Cohasset, Massachusetts, ("LESSEE"). Capitalized terms used in this Memorandum not defined herein have the meaning assigned in the Lease.

LESSOR'S PROPERTY. LESSOR has leased to LESSEE and LESSEE had leased from LESSOR certain property for the purposes described in the Lease, including the right to use and develop Lessor's property in the Town of Rumford and the Town of Mexico, County of Oxford, State of Maine, identified by the Rumford Assessor as Lot 001 on Tax Map 203, Lots 006 and 008 on Tax Map 401, Lots 001, 003, 007, 008, 009, and 010 on Tax Map 402, and Lot 013 on Tax Map 404, as recorded in the Oxford County Registry of Deeds in Book 4969, Page 5; Book 4875, Page 91; Book 3767, Page 45; Book 3649, Page 322; Book 3496, Page 254; Book 4384, Page 194; Book 4098, Page 141; Book 5058, Page 195; and a certain property in Mexico, Oxford County, Maine, as recorded in the Oxford County Registry of Deeds in Book 3649, Page 322 (collectively, "Lessor's Property").

<u>TERM OF LEASE</u>. The Lease became effective on August 20, 2021 and will remain in effect until the thirtieth (30<sup>th</sup>) anniversary of the date of commencement of Commercial Operation (as defined in the Lease) of the Project. The LESSEE shall have the option to extend the Lease for four additional five (5) year terms.

SALE OR DIVISION OF LESSOR'S PROPERTY: During the term of the Lease, LESSOR shall neither sell any portion of Lessor's Property, nor divide Lessor's Property by any other means constituting a "division" pursuant to the subdivision laws of the State of Maine, the rules and standards of the Maine Land Use Planning Commission, the ordinances of the municipality where Lessor's Property is located or any other applicable statute, law, ordinance, by-law or rule, without the prior written consent of LESSEE in each instance. Should the LESSOR, at any time during the term of the Lease, decide to sell all or any part of Lessor's Property to a purchaser other than the LESSEE, such sale shall be under and subject to the Lease and the LESSEE's rights under the Lease, and any sale by the LESSOR of the portion of Lessor's Property underlying the right-of-way granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

NON-INTERFERENCE: The primary purpose for which Lessor's Property has been leased is for a wind power project, including but not limited to designing, constructing, maintaining and operating wind turbine generators and towers and related equipment. including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), towers, transmission and interconnection facilities and uses incidental thereto and all necessary appurtenances and the installation of anemometers. LESSEE shall have the exclusive right to convert all of the wind resources on Lessor's Property. LESSOR's activities and any grant of rights LESSOR makes to any third party, whether located on Lessor's Property or elsewhere, shall not, now or in the future, interfere in any way with LESSEE's exercise of any rights granted under the Lease. LESSOR shall not interfere with the wind speed or wind direction over Lessor's Property that might cause a decrease in the output or efficiency of any WTG, including any WTG located on land adjoining the Property. LESSOR must consult with and obtain LESSEE's prior written approval as to the location of all structures measuring in height greater than one quarter of the WTG tower height, and within a radius of 20 rotor diameters from any WTG, whether located on or off Lessor's Property.

SEVERANCE: LESSOR acknowledges and agrees that all of the WTGs, towers, transmission and interconnection facilities, buildings, equipment, fixtures and other property of the LESSEE shall at all times remain the personal property of the LESSEE, and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to the real property under applicable law. To the extent applicable, the Lease shall constitute an agreement pursuant to 33 M.R.S. § 455.

[signature page follows]

WITNESS	A&B EQUIPMENT, INC
Aguda Mulat	By: Stary Common Name: Stary Gammon Title: A&B Equipment
STATE OF Maine County of Oxford, ss	September 22, 2021
instrument to be his/her free act and deed	Ore me Stacy A Gammon, QUIPMENT, INC, and acknowledged the foregoing in his/her said capacity and the free act and deed of
said A&B EQUIPMENT, INC.	
SEAL	Before me,  Motary Public/Attorney at Law Print Name: Amber Cooper My Commission Expires: December 17, 2025 (Notarial Seal)
WITNESS	TWIN ENERGY LLC
Darm Mayes	By: Name: Gordon Deane Title: President of Palmer Management Corporation; Manager of Twin Energy LLC
STATE OF Massachusetts	
County of Norfolk, ss.	September 20, 2021

Then personally appeared before me Gordon Deane of TWIN ENERGY LLC, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said TWIN ENERGY LLC.

Before me,

Motary Public/Attorney at Law

Print Name: Kathleen Concannon

Wy Commission Expires: Joly 5, 2024

(Notarial Seal)



Cherri L Crockett Register of Deeds

**Bk 5718 PG 501** 09/29/2022 01:08:36 PM Pages 6 DEED

OXFORD COUNTY

#### **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made by **TIMOTHY ALLEN BLAKE and SHEALENA LYNN BLAKE** (collectively "<u>Grantor</u>"), the owner of a certain lot or parcel of land situated in the Town of Rumford, County of Oxford and State of Maine more particularly described in the deed dated January 12, 2007 and recorded at the Oxford (East) County Registry of Deeds in Book 4081 Page 146 (hereinafter referred to as the "<u>Property</u>").

WHEREAS, **TWIN ENERGY LLC**, a Massachusetts limited liability company with its principal office in Cohasset, Massachusetts ("<u>Grantee</u>"), plans to construct and operate a wind power project, including wind turbine generators and towers and related equipment, facilities, infrastructure and substructures (hereinafter referred to as the "<u>Wind Power Project</u>"), on lands near the Property, including (without limitation) the lands described on the attached <u>Exhibit A</u>;

WHEREAS, the Wind Power Project will emit sound, including at levels that may exceed applicable state, local, or other maximum sound level limits for the Property, and may cast shadows onto or produce a shadow flicker effect at the Property, including at levels that may exceed otherwise applicable state, local, or other maximum shadow flicker limits for the Property;

WHEREAS, the Wind Power Project may include turbines, towers, or other improvements located a distance from the boundary of the Property that is less than the Maine Department of Environmental Protection recommended setback of 1.5 times the sum of the turbine hub height plus the rotor diameter from the boundary of the Property (the "Recommended Setback");

Now, Therefore, for good and valuable consideration received, Grantor hereby agrees as follows.

1. Sound and Operations Easement. Grantor grants, with Quitclaim Covenant, a perpetual easement to Grantee for: (a) the right to have sound generated from the Wind Power Project impact the Property and exceed otherwise applicable state, local or other maximum sound level limits applicable to locations on the Property; (b) the right to have any audio, visual, light, vibration, electromagnetic, ice or weather hazard resulting from Wind Power Project operations or activities impact the Property; and (c) the right to cast shadows or shadow flicker from the Wind Power Project onto the Property and exceed otherwise applicable state, local or other maximum shadow flicker limits applicable to locations on the Property. Grantor expressly releases Grantee and any affiliate of Grantee, and each of their members, owners, managers, officers, employees and agents, and any owner of adjacent land upon which Wind Power Project improvements are

BK: 5718 PG: 501

located, from any action, claim or proceeding in equity, law and/or administrative proceeding that Grantor may now have or may have in the future with respect to the emanation of such sound, shadow, shadow flicker or other effects of electrical generation and transmission incidental to the Wind Power Project including but not limited to any such actions, claims or proceedings arising from or relating to applicable zoning, planning or other federal, state or local permitting requirements or other authorizations (collectively, "Sound and Operations Claims").

- 2. Setback Easement. Grantor grants, with Quitclaim Covenant, a perpetual easement to Grantee for the right to have one or more wind turbines, towers, or other improvements included in the Wind Power Project located closer to the boundary of the Property than the Recommended Setback, except that in no instance shall Grantee locate a wind turbine closer than 1,000 feet to the boundary of the Property, as measured from the center of the turbine foundation. Grantor acknowledges and consents to any safety risk related to the Wind Power Project's proximity to the Property, including risk related to the Wind Power Project being located a distance that is less than the Recommended Setback. Grantor expressly releases Grantee and any affiliate of Grantee, and each of their members, owners, managers, officers, employees and agents, and any owner of adjacent land upon which Wind Power Project improvements are located, from any action, claim or proceeding in equity, law and/or administrative proceeding, including but not limited to claims for property damage or personal injury, that Grantor may now have or may have in the future with respect to the utilization from time to time of any setback that is less than the Recommended Setback (and any successor setback recommendations or requirements), including any such actions, claims or proceedings arising from or relating to setbacks that otherwise may be enforceable under then-applicable zoning, planning or other federal, state or local permitting requirements or other authorizations (collectively, "Setback Claims" and together with Sound and Operations Claims, "Claims"). Grantor further covenants not to construct or allow the construction of any structure, or to establish any public use areas, including parking areas, snowmobile or ATV trails intended for access and use by public, within the Recommended Setback.
- 3. Covenant Not to Oppose; Covenant Not to Sue. Grantor grants a perpetual negative covenant to Grantee, whereby Grantor covenants and agrees for itself, its heirs, successors and assigns, not to oppose or object to the Wind Power Project, or to any activities arising from the construction or operation of the Wind Power Project that produce annoyance, inconvenience, or discomfort to Grantor in connection with its use and enjoyment of the Property. Grantor further covenants, promises and agrees for itself, its heirs, successors and assigns, not to file suit in any court (or join any suit or accept relief in any suit) asserting, pleading, or raising any Claims.
- 4. <u>Successors and Assigns</u>. This Agreement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the parties hereto. The burden of the easements and covenants hereby granted shall run with the Property. The benefit of the easements and covenants hereby granted is not appurtenant to any particular property, but shall be transferable in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee, it being the intent of the parties that such benefit may be transferred to any successors or assignees of Grantee that own or

operate the Wind Power Project, as it may be modified, divided or expanded.

5. Enforcement. The benefit of the easements and covenants hereby granted may be enforced by Grantee, its successors and assigns, by any appropriate legal or equitable remedy. In the event that Grantee, its successors or assigns, shall bring an action against Grantor, its successors or assigns, by reason of a breach or violation of this Agreement by Grantor, its successors and assigns, the substantially prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and court costs incurred in such action from the substantially non-prevailing party. In the event that any one or more of the provisions contained in this Agreement shall be declared invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect, and shall be interpreted as closely as possible to the manner in which such invalid, void or unenforceable provision was written.

WITNESS our hands and seals this 10<sup>th</sup> day of Clugust, 2022.

	•
GRANTOR:	
Timothy Allen Blake	
ShooDena Blake Shealena Lynn Blake	
STATE OF MAINE COUNTY OF	
	_, 2022, personally appeared Timothy Allen Blake and knowledged the foregoing Easement Agreement to be their
Soft Bollgarde Notary Public	
, totally 1 dollo	BETH BELLEGARDE NOTARY PUBLIC STATE OF MAINE MY COMMISSION EXPIRES 5-4-29

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4

GRANTEE:  TWIN ENERGY LLC  By:  Print:  Sumu Shat  Its:  Panner
On this 10 day of 1, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared 1, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.    D

# EXHIBIT A Proposed Wind Power Project Lands (not intended to be exhaustive)

Land described in the Memorandum of Lease from A&B Forestry, Inc. and A&B Equipment, Inc., as Lessor, and Twin Energy LLC, as Lessee, dated August 20, 2021 and recorded at the Oxford County Registry of Deeds in Book 5640 Page 911.

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