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Katherine A. Joyce
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February 4, 2015

Via Hand Delivery

Kathy Howatt
Hydropower Coordinator
Bureau of Land and Water Quality
Maine Dept. of Environmental Protection
17 State House Station
Augusta, ME 04333-0017

A diagonal stamp with the word "COPY" in a bold, sans-serif font, preceded by a small square icon containing the letter "C".

Re: Transfer of MWCDA/WQC
#L-010930-35-A-N, L-010930-35- K-M, L-10930-34-P-N
Worumbo Hydroelectric Facility Project

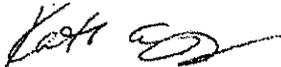
Dear Kathy:

Please find the enclosed transfer application, as required by Maine Department of Environmental Protection Rule Chapter 450, signed by both the current and future owners. Please note that the intent of this application is to transfer all MWCDA/WQC permits related to the Worumbo facility.

Also enclosed with the application is a check for \$149.00 to cover the fees for the processing of the transfer application. A copy of this application was sent to both the Town of Lisbon and the Town of Durham.

Please do not hesitate to contact me with any questions.

Truly,



Katherine A. Joyce

KAJ/dlt

Enclosures

cc: Scott Hall, Miller Hydro Group (w/encls.)
Benjamin W. Lund, Esq., Brann & Isaacson (w/encls.)
David J. Champoux, Esq., Pierce Atwood (w/encls.)
Michael J. Madden, Esq., Hunton & Williams, LLP (w/encls.)
Christine M. Miller, Associate General Counsel, ArcLight Capital Partners, LLC (w/encls.)
Peter Carney, Department of Environmental Protection (w/encls.)
Town of Durham (w/encls.)
Town of Lisbon (w/encls.)

Rec'd 2-9-15
Copies to:
Town Mgr.
CEO
Wor. Dept
Town/Eng-Public Works Dir
Assessor
Bulletin Board

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Bureau of Land and Water Quality
17 State House Station
Augusta, ME 04333
Telephone: 207-446-2642

FOR DEP USE
ATS # _____
#L- _____
Fees Paid _____
Date Received _____

**TRANSFER APPLICATION
FOR
Maine Waterway Development and Conservation Act Permit
And/Or Water Quality Certification
For Hydropower Projects**

This form shall be used for the transfer of permit/certification authorization for the construction and/or operation of a hydropower project. All required fees must be paid before application processing will begin. Please contact the DEP for current fee schedule information. Fees are payable to Treasurer, State of Maine.

(Please type or print)

New Applicant:

Name: Miller Hydro Group

Mailing Address: 31 Canal Street

Lisbon Falls

Name of Contact or Agent: Scott Hall

Telephone: 207-461-3617

Current Permittee:

Name: Miller Hydro Group

Mailing Address: 148 Middle Street, Suite 506

Portland

Name of Contact or Agent: Mark Isaacson

Telephone: 207-772-6190

Location of Activity:

Name of Project: Worumbo Hydroelectric Project

Address (use "911" address, if available): 31 Canal Street

Municipality or Township: Lisbon Falls County: Androscoggin

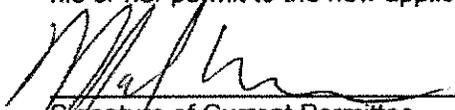
GPS Coordinates, if known: _____

REQUIRED INFORMATION

1. Provide a breakdown of costs for any unfinished construction and for project operation. These must include costs resulting from compliance with the Board or Department Order.
2. Provide evidence of the availability and commitment of funds sufficient to complete any unfinished project construction and to operate the project as approved. Submit one of the following three:
 - a. a letter of commitment from a financial institution or funding agency for a specified amount of funds and their use, or
 - b. the most recent corporate annual report and supporting documents indicating sufficient funds to finance the development, or
 - c. copies of bank statements or other evidence indicating availability of the unencumbered funds, when the developer will personally finance the project.
3. Provide a narrative describing new applicant's technical ability to complete or maintain this development.
4. Provide a complete copy of the deed, lease, purchase option or other documented evidence of the new applicant's title, right or interest in the development.
5. If new applicant is a registered corporation, provide either a *Certificate of Good Standing* (available from the Secretary of State) or a statement signed by a corporate officer affirming that the corporation is in good standing.
6. Provide evidence of compliance with all public notice requirements (see attached Public Notice Requirements and Certification of Publication).

NOTE: All required information summarized above must be attached to this form and sent to the DEP Office listed at the top of this application form.

By signing this application, the current permittee certifies that he or she agrees to the transfer of his or her permit to the new applicant named on this form.



Signature of Current Permittee

2/4/2015

Date

Mark Isaacson, (former) Vice President

Print or Type Name Title

By signing this application, the new applicant certifies he, she or it is familiar with the DEP project file and will comply with the Board or Department Order being transferred, including all existing amendments to the order and all attached conditions.

Signature of Applicant
Authorized Person

Date

Scott Hall, ~~Vice President~~

Print or Type Name Title

REQUIRED INFORMATION

1. Provide a breakdown of costs for any unfinished construction and for project operation. These must include costs resulting from compliance with the Board or Department Order.
2. Provide evidence of the availability and commitment of funds sufficient to complete any unfinished project construction and to operate the project as approved. Submit one of the following three:
 - a. a letter of commitment from a financial institution or funding agency for a specified amount of funds and their use, or
 - b. the most recent corporate annual report and supporting documents indicating sufficient funds to finance the development, or
 - c. copies of bank statements or other evidence indicating availability of the unencumbered funds, when the developer will personally finance the project.
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4. Provide a complete copy of the deed, lease, purchase option or other documented evidence of the new applicant's title, right or interest in the development.
5. If new applicant is a registered corporation, provide either a *Certificate of Good Standing* (available from the Secretary of State) or a statement signed by a corporate officer affirming that the corporation is in good standing.
6. Provide evidence of compliance with all public notice requirements (see attached Public Notice Requirements and Certification of Publication).

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By signing this application, the current permittee certifies that he or she agrees to the transfer of his or her permit to the new applicant named on this form.

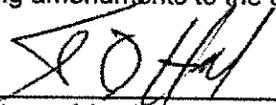
Signature of Current Permittee

Date

Mark Isaacson, (former) Vice President

Print or Type Name Title

By signing this application, the new applicant certifies he, she or it is familiar with the DEP project file and will comply with the Board or Department Order being transferred, including all existing amendments to the order and all attached conditions.



Signature of Applicant

2-4-15

Date

Scott Hall, Vice President

Print or Type Name Title

Submissions Attached to Transfer Application: Miller Hydro Group

1. Financial and Technical Capacity

a. Financial Capacity

A breakdown of income and costs for project operation which evidences the availability of funds sufficient to operate the project as approved is attached hereto as Attachment 1. Please note that no materials alterations in operation are planned, such that the attached provides a reasonable basis for the conclusion that the project income will continue to fund the compliant operation of the facility.

b. Technical Capacity

Brown Bear II is an affiliate of ArcLight Capital Partners, LLC. ArcLight affiliates have historically owned and operated a number of hydroelectric facilities in the State of Maine. Mr. Scott Hall, who has worked directly with hydroelectric facilities for more than 25 years, most recently with affiliates of Brookfield and ArcLight, will be responsible for the management of the Worumbo Hydroelectric facility at the conclusion of the transaction. Mr. Hall has over 28 years of experience in the energy and hydroelectric industry, focusing on business development, asset management, regulatory, environmental, and financial management activities. Mr. Hall earned a BS in Wildlife Management and a Master's of Public Administration from the University of Maine.

2. Title, Right or Interest

A redacted stock purchase agreement to document the new control of Miller Hydro Group (which continues to hold TRI in the relevant property) is attached hereto as Attachment 2.

3. Certificate of Good Standing

The Certificates of Good Standing for Brown Bear II and Miller Hydro Group are attached hereto as Attachment 3.

4. Evidence of Compliance with Public Notice Requirements

Attached hereto as Attachment 4 are:

- Evidence of publication in the Lewiston Sun Journal,
- an example abutter letter,
- a list of abutters with evidence of certified mailing, and
- the Public Notice Certification Form.

**Attachment 1:
Financial Capacity**

Confidential Submission

**Attachment 2:
Ownership Interest**

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made this day of January 21, 2015 (the "Execution Date"), among **Brown Bear II, LLC**, a Delaware limited liability company ("Buyer"), and **Jo Miller**, in her capacities as Trustee of the Regular QTIP Trust, a Division of the Worumbo Trust created October 10, 2008, and Trustee of the Regular EGST EE Trust, a Division of the Worumbo Trust created October 10, 2008 ("Miller"), and **Mark L. Isaacson**, individually and in his capacities as Trustee of the Miller Hydro Group Trust FBO Iona I. Bell and Family, and Trustee of the Miller Hydro Group Trust FBO John M. Isaacson and Family ("Isaacson"), and, together with Miller in their respective capacities and Isaacson individually, "Sellers").

BACKGROUND

Sellers are the owners of and wish to sell all issued and outstanding shares ("Shares") in Miller Hydro Group, a Maine corporation ("Company"), which owns the Worumbo Hydroelectric Project, a 19.4 megawatt hydroelectric facility located on the Androscoggin River in Lisbon, Maine (Federal Energy Regulatory Commission Project No. 3428) and associated assets used for the ownership and operation therewith (collectively, "Project"). Buyer has agreed to purchase all issued and outstanding Shares.

The Parties agree as follows:

1. PURCHASE AND SALE OF SHARES

- 1.1. Shares. Subject to the terms and conditions of this Agreement, and in reliance upon the representations, warranties, and covenants contained in this Agreement, at the Closing, Buyer shall purchase the Shares from Sellers, and each Seller shall sell and transfer the Shares owned by such Seller to Buyer, free and clear of any Encumbrance.
- 1.2. Purchase Price. The consideration to be given by Buyer to Sellers for the purchase and sale of the Shares shall be \$ [REDACTED] ("Purchase Price") comprised of (i) \$ [REDACTED] ("Cash Purchase Price"), and (ii) irrevocable letters of credit issued by Deutsche Bank AG New York Branch with face amounts as set forth on Schedule 1.2 which shall equal an aggregate amount of \$ [REDACTED] (collectively, "Escrow Letters of Credit") in the form attached as Exhibit 1.2. The Purchase Price shall be adjusted as provided in Section 1.3 and paid by Buyer at the Closing by wire transfer of immediately available funds to the accounts and in the amounts specified by Sellers.
- 1.3. Purchase Price Adjustment.
 - 1.3.1. The Purchase Price shall be adjusted and reduced by Buyer on a dollar-for-dollar basis for any dividend or distribution to Sellers in contravention of Section 7.2.3.

- 1.3.2. The Purchase Price shall be adjusted and reduced or increased, as applicable, by the amount of the Net Closing Date A/R. Within 45 days of the Closing Date, Buyer shall provide to Sellers an estimate of the Net Closing Date A/R (the "Estimated Net Closing Date A/R") along with reasonable supporting information and the calculation used to determine such Net Closing Date A/R. Sellers shall have 15 days from receipt of such Estimated Net Closing Date A/R to confirm Buyer's calculation of the Estimated Net Closing Date A/R. At the end of such 15 day period the Estimated Net Closing Date A/R shall become final and binding on the Parties unless Sellers notify Buyer in writing prior to the 15th day of their objection to the Estimated Net Closing Date A/R. If Sellers do not object to the Estimated Net Closing Date A/R then the Estimated Net Closing Date A/R shall be the Net Closing Date A/R for purposes of adjusting the Purchase Price.
- 1.3.3. If Sellers timely object in writing to the Estimated Net Closing Date A/R during such 15 day period, the Parties shall refer such dispute to a firm of independent public accountants, mutually acceptable to Buyer and Sellers, which firm shall make a final and binding determination, absent manifest error, as to only those matters in dispute with respect to this Section 1.3 on a timely basis and promptly shall notify the Parties in writing of its resolution. The fees, expenses and costs of the accounting firm engaged hereunder shall be borne by Sellers, on the one hand, and by Buyer, on the other hand, based upon the percentage that the amount not awarded to such Party bears to the amount actually contested by such Party.
- 1.3.4. If the Net Closing Date A/R (determined under Section 1.3.2 or Section 1.3.3) is (x) a positive number, Buyer shall pay Sellers such amount within 5 days by wire transfer of immediately available funds to accounts and in amounts designated in writing by Sellers, or (y) a negative number, Sellers (pro rata in proportion to the allocation of the Purchase Price among the Sellers) shall pay Buyer the absolute value of such amount within 5 days by wire transfer of immediately available funds to an account designated in writing by Buyer.
- 1.3.5. The rights under this Section 1.3 shall survive the Closing.

2. REAL ESTATE DUE DILIGENCE

- 2.1. Title and Survey of Real Property. All real estate owned by the Company and rights of way, easements and appurtenances thereto (the "Real Property") is listed on Schedule 2.1. Within five days following the Execution Date of this Agreement, Sellers shall provide to Buyer true and complete copies of any title commitments, title insurance policies, source deeds, chains of title, plans referred to in any such title documents, permits, or surveys relating to the Real Property or the Project and in the Company's or

any Seller's possession and/or control and drafts of the easements and rights of way (including legal descriptions). On or before the date that is 30 days from the date Buyer receives from Sellers the materials described in the preceding sentence, Buyer shall obtain: (1) a binding commitment for an ALTA Owner's Policy of Title Insurance (the "Title Insurance Commitment"), issued by or on behalf of a national title insurance company authorized to do business in Maine selected by Buyer, pertaining to the Real Property, together with copies of all of the documents identified in the Title Insurance Commitment as exceptions (the "Exceptions"), all source deeds, chains of title and plans referred to in such documents; and (2) an ALTA survey and surveyor's report (collectively, the "Survey") showing the boundary of the Real Property, all improvements located thereon, the location of the Exceptions to the extent these can be located on a survey, and such other Table A requirements as Buyer shall reasonably require.

- 2.2. Notice of Title Defects or Objections. Within 15 days after receipt of the later to be received of the Title Insurance Commitment and the Survey, but in no event later than 60th day from when Buyer receives all the documents described in clauses (1) and (2) of Section 2.1 (the "Title Review Period"), Buyer shall notify Sellers in writing and with reasonable detail (the "Title Notice") of (1) any defects in title that would prevent the condition described in Section 8.1.6 hereof from being fulfilled (the "Title Defects") or (2) any real estate title, land use, and real estate permitting matters that would, in Buyer's reasonable judgment, prevent the ownership and operation of the Project by the Company immediately following the Closing in a manner substantially consistent with the Company's ownership and operation thereof immediately prior to the date hereof ("Title Objections"). If Buyer does not give a written notice of objection as contemplated in this Section 2.2 before the end of the Title Review Period, Buyer shall be deemed to have waived its right to object to any title matters of record as of the date of the Title Commitment or identified in the Title Commitment, matters depicted on the Survey, or any other matter identified in any of the due diligence materials delivered to Buyer pursuant to Section 2.1 above.
- 2.3. Cure by Sellers; Termination Right. Sellers shall provide written notice (the "Seller Title Notice") to Buyer within 30 days of receipt of the Title Notice if Sellers determine that the Company will be unable or is unwilling to cure any Title Defect or Title Objection prior to or at the Closing, which Seller Title Notice shall reasonably identify the Title Defects or Title Objections the Company is unable or unwilling to cure, in which case Buyer may elect either to (1) waive such Title Defects or Title Objections and, at Closing, consummate the purchase of the Shares notwithstanding the uncured Title Defects or Title Objections, in which case such uncured Title Defect or Title Objection shall be deemed a Real Property Permitted Encumbrance; or (2) terminate this Agreement, in which event all obligations of the parties hereunder shall cease and no Party shall have any claim against any other Party by reason of this Agreement, except with respect to obligations that are expressly stated herein to survive the termination of this Agreement. If Buyer fails to notify Sellers in writing of its election of one of the foregoing options within 15 days of receipt of the Seller Title Notice, Buyer shall be deemed to have agreed to consummate the purchase of the Shares notwithstanding such

uncured or incurable Title Defects or Title Objections described in the Seller Title Notice. In all events, Sellers shall be required to cause the Company to remove any mortgage liens, tax liens, or mechanics' lien encumbering the Real Property.

- 2.4. Revisions to Schedule. Upon finalizing the Real Property Permitted Encumbrances, Schedule 2.1 shall be updated and modified in a manner reasonably acceptable to the Parties without reference to, or any liability as contemplated by, Section 5.

3. FILINGS. Promptly after the execution of this Agreement, Buyer and Sellers each shall prepare and make or cause to be made any required filings, submissions and notifications under applicable Law (including, without limitation, under the Federal Power Act) to the extent that such filings are necessary to consummate the transactions contemplated by this Agreement and shall use all commercially reasonable efforts to take all other actions necessary to consummate the transactions contemplated by this Agreement in a manner consistent with applicable Law. Except with respect to filings with the Maine Department of Environmental Protection, which are governed by this Section and which the Parties shall prepare collaboratively, Buyer shall be responsible for making all filings and obtaining each consent. Each Party shall furnish to the other Parties such necessary information and reasonable assistance as such other Parties may reasonably request in connection with their respective obligations under this Section 3 and a copy of each filing and all correspondence related thereto. All such filings shall be made as promptly as practicable. Sellers shall work with Buyer to draft and jointly file with Maine Department of Environmental Protection for the indirect transfer of water quality certification issued for the Project. The Parties shall use all commercially reasonable efforts, diligently take all necessary and proper actions and provide any additional information requested by regulatory agencies in connection with any required approvals. Buyer and Sellers will communicate with regulatory agencies on a cooperative basis, including joint communications on material matters relating to the transfer of the Shares.

4. REPRESENTATIONS AND WARRANTIES OF SELLERS. Sellers (x) jointly and severally represent and warrant to Buyer (other than as specified in the immediately following clause (y)), and (y) with respect to Sections 4.2, 4.3.1, 4.4.2 and 4.21(2), represent and warrant to Buyer severally and only as to itself and the Shares held by it, as follows:
 - 4.1. Corporate Organization and Authority of the Company. [REDACTED]

 - 4.2. Sellers' Organization and Authority. [REDACTED]

[REDACTED]

4.3. Enforceability; Conflicts.

4.3.1. [REDACTED]

4.3.2. [REDACTED]

4.4. Capitalization; Title.

4.4.1. [REDACTED]

4.4.2. [REDACTED]

4.4.3. [REDACTED]

[REDACTED]

4.5. Subsidiaries. [REDACTED]

4.6. Financial Statements. [REDACTED]

4.7. No Undisclosed Liabilities. [REDACTED]

4.8. Books and Records; Bank Accounts.

4.8.1. [REDACTED]

4.8.2. [REDACTED]

[REDACTED]

4.8.3.

[REDACTED]

4.9. Third Party Consents.

[REDACTED]

4.10. Real Property.

[REDACTED]

4.11. Tangible Personal Property.

[REDACTED]

4.12. Accounts Receivable.

[REDACTED]

[Redacted]

4.13. Environmental.

[Redacted]

4.14. Equipment.

[Redacted]

4.15. Contracts.

[Redacted]

[REDACTED]

4.16. Permits.

[REDACTED]

4.17. Insurance.

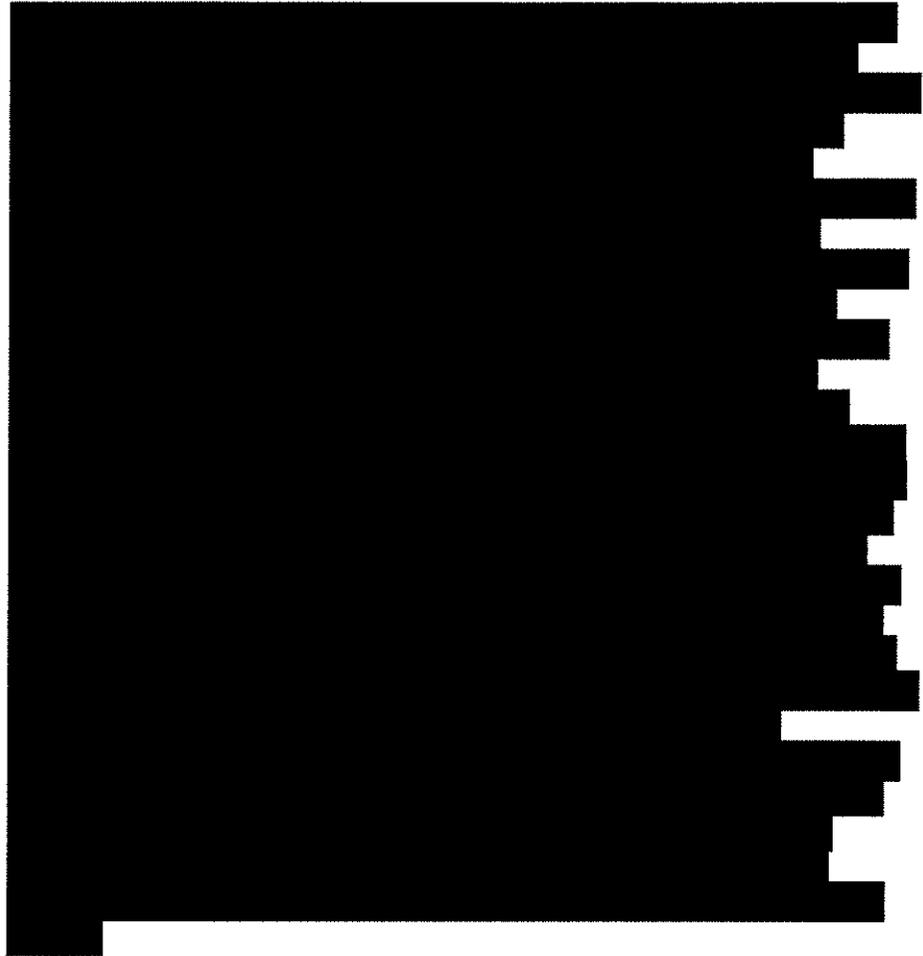
[REDACTED]

4.18. Employees.

[REDACTED]

4.19. Employee Benefits.

4.19.1.



4.19.2.



[Redacted]

4.19.3.

[Redacted]

4.19.4.

[Redacted]

4.19.5.

[Redacted]

4.19.6.

[Redacted]

[Redacted]

4.19.7.

[Redacted]

4.19.8.

[Redacted]

4.19.9.

[Redacted]

4.19.10.

[Redacted]

4.19.11.

[Redacted]

[Redacted]

4.19.12.

[Redacted]

4.20. Compliance with Law.

[Redacted]

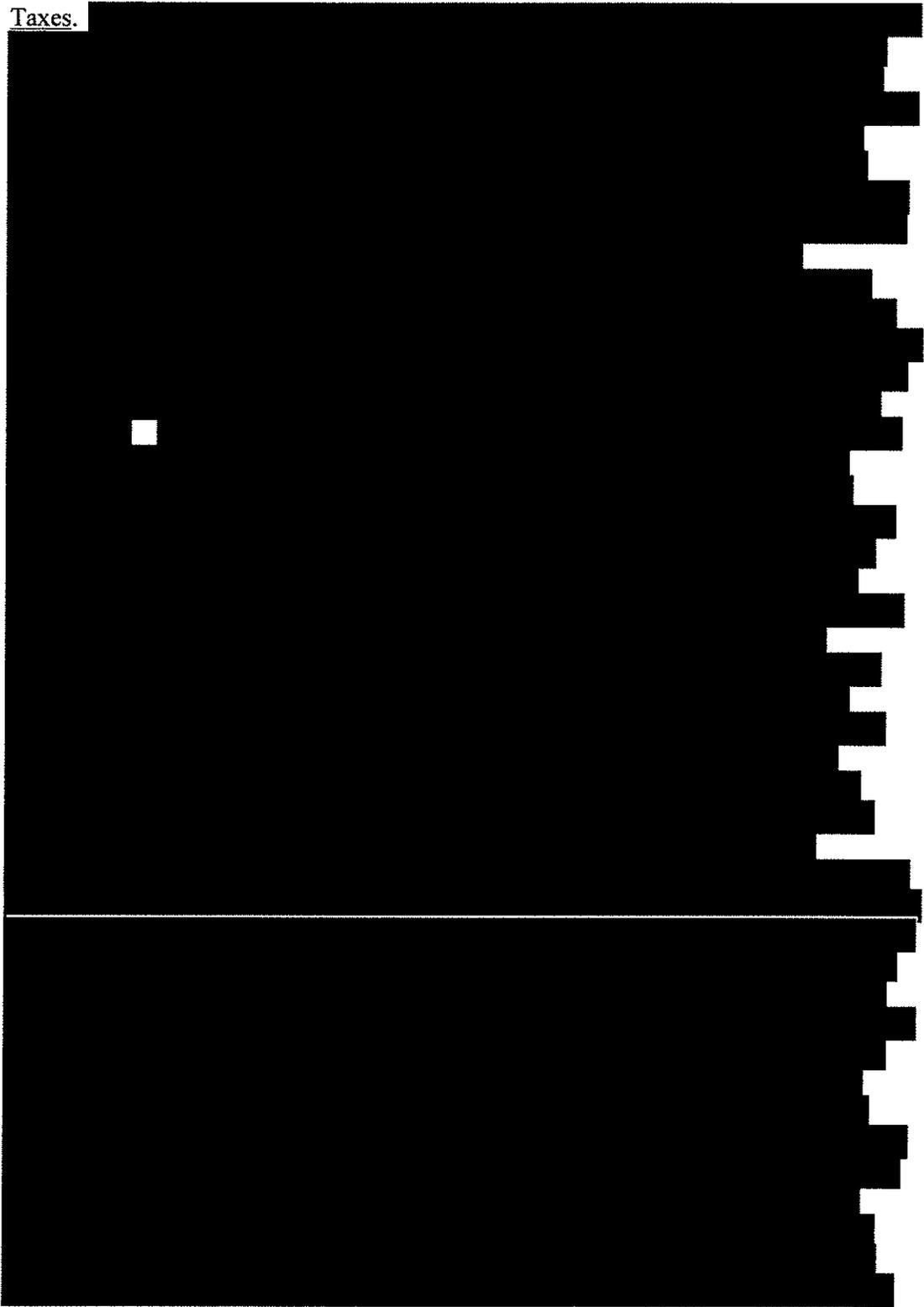
4.21. Litigation.

[Redacted]

4.22. Changes in the Project.

[Redacted]

4.23. Taxes.



[Redacted]

4.24. No Commissions. [Redacted]

4.25. Regulatory Status. [Redacted]

4.26. FERC License. [Redacted]

[Redacted]

[REDACTED]

5. DISCLOSURE SUPPLEMENTS.

[REDACTED]

6. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Sellers as of Execution Date as follows:

6.1. Corporate Organization and Authority.

[REDACTED]

6.2. Enforceability.

[REDACTED]

6.3. Litigation.

[REDACTED]

6.4. Third Party Consents. [REDACTED]

6.5. Buyer's Investigation. [REDACTED]

6.6. Ability to Perform. [REDACTED]

6.7. No Commissions. [REDACTED]

7. PRE-CLOSING COVENANTS

7.1. Affirmative Covenants of Sellers. Except as otherwise contemplated by this Agreement, as required by applicable Law or as may be approved by Buyer, during the period from the Execution Date to the earlier of the Closing Date or the termination of this Agreement, Sellers shall cause the Company to:

7.1.1. [REDACTED]

7.1.2. [REDACTED]

7.1.3. [REDACTED]

7.1.4. [REDACTED]

7.1.5. [REDACTED]

7.1.6. [REDACTED]

7.2. Negative Covenants of Sellers. Except in the ordinary course of the Company's business or except as specifically contemplated by this Agreement, Sellers shall assure that the Company shall not, from the Execution Date until the Closing, without the written consent of Buyer:

7.2.1. [REDACTED]

7.2.2. [REDACTED]

7.2.3. [REDACTED]

7.2.4. [REDACTED]

7.2.5. [REDACTED]

7.2.6. [REDACTED]

7.2.7. [REDACTED]

7.2.8. [REDACTED]

7.2.9. [REDACTED]

7.2.10. [REDACTED]

7.2.11. [REDACTED]

7.2.12. [REDACTED]

7.2.13. [REDACTED]

7.3. Covenants of Buyer. Except as otherwise contemplated by this Agreement, as required by applicable Laws or as may be approved in writing by Sellers, during the period from

the Execution Date to the earlier of the Closing Date or the termination of this Agreement, Buyer shall:

7.3.1.

[REDACTED]

7.3.2.

[REDACTED]

7.3.3.

[REDACTED]

7.3.4.

[REDACTED]

7.4. Efforts to Complete the Transactions. Subject to the terms and conditions set forth in this Agreement, the Parties shall use all commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary or appropriate to consummate the transactions contemplated by this Agreement.

7.5. Publicity. No Party shall, without the prior written consent of the other Parties, make any public disclosure (by means of public announcement, press release or otherwise) concerning the subject matter of this Agreement or any of the transactions contemplated by this Agreement, unless otherwise required by Law.

8. CONDITIONS TO THE CLOSING

- 8.1. Conditions to the Obligations of Buyer. The obligations of Buyer to effect the transactions contemplated by this Agreement at the Closing shall be subject to the fulfillment (or waiver in writing by Buyer) on or prior to the Closing Date of the following conditions:
- 8.1.1. all agreements and covenants required by this Agreement to be complied with or performed by Sellers at or prior to the Closing shall have been complied with or performed in all material respects;
 - 8.1.2. all of the representations and warranties of Sellers contained in this Agreement shall be true and correct in all material respects as of the Closing as if made at and as of such time;
 - 8.1.3. all filing and waiting period requirements under the Federal Power Act shall have been satisfied;
 - 8.1.4. Maine Department of Environmental Protection shall have issued an order, consent or approval, as applicable, approving the Transfer of the Shares;
 - 8.1.5. all consents listed on Schedule 4.9 hereof shall have been obtained;
 - 8.1.6. the Company's title to the Real Property as of the Closing Date shall be free and clear of all Encumbrances other than Real Property Permitted Encumbrances; and
 - 8.1.7. there shall not be any effective preliminary or permanent injunction or other order issued by any Governmental Entity which enjoins the consummation of any of the transactions contemplated by this Agreement.
- 8.2. Conditions to the Obligations of Sellers. The obligation of Sellers to effect the transactions contemplated by this Agreement shall be subject to the fulfillment (or waiver in writing by Sellers) on or prior to the Closing Date of the following conditions:
- 8.2.1. all agreements and covenants required by this Agreement to be complied with or performed by Buyer at or prior to the Closing shall have been complied with and performed in all material respects;
 - 8.2.2. all of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the Closing as if made at and as of such time;
 - 8.2.3. all filing and waiting period requirements under the Federal Power Act shall have been satisfied;

- 8.2.4. Maine Department of Environmental Protection shall have issued an order approving the transfer of the Shares;
- 8.2.5. the Persons listed on Schedule 8.2.5 shall have resigned as employees of the Company which resignation shall include the provisions set forth on Exhibit 8.2.5 which provisions shall be in full force and effect;
- 8.2.6. all consents listed on Schedule 4.9 shall have been obtained; and
- 8.2.7. there shall not be any effective preliminary or permanent injunction or other order issued by any Governmental Entity which enjoins the consummation of any of the transactions contemplated by this Agreement.

9. THE CLOSING

- 9.1. Closing. The closing of the transactions contemplated by this Agreement (“Closing”) shall take place at the Portland, Maine office of Pierce Atwood LLP (or such other place as the Parties may agree), commencing at 10:00 a.m. on the third business day following the date on which all of the conditions specified in Section 8 have been satisfied or waived, or at such other time as Buyer and Sellers may agree (“Closing Date”). The effective time of the Closing shall be 12:01 a.m. Eastern prevailing time on the Closing Date (the “Effective Time”).
- 9.2. Sellers’ Deliveries. At the Closing, Sellers shall deliver:
 - 9.2.1. certificates representing the Shares, endorsed in blank (or accompanied by stock powers executed in blank) and otherwise in proper form for transfer;
 - 9.2.2. Certificates signed by each of the Sellers and dated the Closing Date stating that: (1) all of the representations and warranties made by such Seller are true and correct in all material respects as of the Closing Date (except if a different time is stated in which case they shall be so true and correct at such time); and (2) such Seller has performed in all material respects all obligations under this Agreement to be performed by such Seller at or prior to the Closing;
 - 9.2.3. Copies of the organization documents of each Seller (other than any Seller that is a natural person) and copies of the resolutions or other action of each Seller authorizing execution, delivery and performance of this Agreements and the transactions contemplated hereby, in each instance certified as true and correct for such Seller;
 - 9.2.4. Articles of incorporation of the Company, certified as of a recent date by the Maine Secretary of State, and bylaws of the Company, together with a certificate dated as of the Closing Date from the Secretary of the Company

to the effect that no amendments to the articles have been filed since the date referred to above, and no amendments to the bylaws have been adopted;

- 9.2.5. A certificate of good standing with respect to the Company, issued by the Maine Secretary of State within **ten** days of the Closing Date;
- 9.2.6. Evidence reasonably satisfactory to Buyer of the receipt of the consents listed in Schedule 4.9;
- 9.2.7. An affidavit of non-foreign status certifying that the sale by Sellers is exempt from withholding under Section 1445 of the Code, and if applicable, a certificate in the form required by Maine Revenue Services that the sale is exempt from Maine income tax withholding under 36 M.R.S. §5250, and a tax clearance certificate from Maine Revenue Services with respect to the Company pursuant to 36 M.R.S. § 177(6);
- 9.2.8. A Controlling Interest Transfer Tax Declaration (as required by 36 M.R.S. § 4641-A.2) duly completed and signed by Sellers with respect to the transfer of the Shares, reflecting the fair market value of the Real Property as agreed upon by Buyer and Sellers within 5 Business Days of the Closing (the "Transfer Tax Form");
- 9.2.9. Resignation letters of officers and directors of the Company and authorized signatories on bank accounts or safe deposit boxes;
- 9.2.10. The original books and records of the Company;
- 9.2.11. Affidavits and indemnities reasonably required for the issuance at the Closing of Buyer's title insurance policy, with all standard survey exceptions deleted, free of mechanics' liens and tenants in possession and otherwise in form and substance acceptable to Buyer
- 9.2.12. Bank account statements, or other documentation reasonably acceptable to Buyer of account balances, as of the Closing Date that evidence satisfaction of the requirements of Section 7.1.6; and
- 9.2.13. Such other certificates, documents and instruments as reasonably may be requested by Buyer in connection with the transactions contemplated by this Agreement.

9.3. Buyer's Deliveries. At the Closing, Buyer shall deliver:

- 9.3.1. The Cash Purchase Price, paid in the manner provided in Section 1.1.

- 9.3.2. The Escrow Letters of Credit.
- 9.3.3. A certificate signed by the President or a Vice President of Buyer and dated the Closing Date stating that: (1) all of the representations and warranties of Buyer are true and correct in all material respects as of the Closing Date; and (2) Buyer has performed in all material respects all obligations to be performed by Buyer at or prior to the Closing.
- 9.3.4. The Transfer Tax Form signed by Buyer.
- 9.3.5. Certificate of Amendment to the Certificate of Incorporation of the Company wherein the name of the Company is to be amended to delete any reference to "Miller" or such other instrument filed with the Maine Secretary of State that has a similar effect; and
- 9.3.6. Such other certificates, documents and instruments as reasonably may be requested by Sellers in connection with the transactions contemplated by this Agreement.

10. TERMINATION

10.1. Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated at any time prior to the Closing:

- 10.1.1. By mutual written consent of the Parties.
- 10.1.2. By either Buyer or Sellers if the transactions contemplated by this Agreement have not been consummated on or before the 90th day following the date of this Agreement (or such later date as Buyer and Sellers may agree to in writing) ("Expiration Date"), except that the right to terminate this Agreement under this Section shall not be available to a Party if the failure of such Party to perform any material obligation under this Agreement or to fulfill any material condition under this Agreement within the control of such Party has been the proximate cause of, or resulted in, the failure of the transactions contemplated by this Agreement to be consummated on or before the Expiration Date.
- 10.1.3. By Buyer:
 - 10.1.3.1. if events occur that render one or more of the conditions to the obligations of Buyer impossible of satisfaction and such condition or conditions are not waived in writing by Buyer; or

- 10.1.3.2. if a material breach by Sellers of any covenant or agreement in this Agreement occurs, or if any representation or warranty of the Sellers hereunder fails to be true in any material respect (or with respect to any representation or warranty with a materiality standard, in all respects), and (1) such breach or failure to be true is not cured within **30** days after notice given by Buyer to Sellers or (2) such breach or failure to be true is incapable of cure prior to expiration of the period described in clause (1); or
- 10.1.3.3. under the circumstances provided in Section 2.3 or Section 5.
- 10.1.4. By Sellers, if:
 - 10.1.4.1. events occur that render one or more of the conditions to the obligations of Sellers impossible of satisfaction and such condition or conditions are not waived in writing by Sellers; or
 - 10.1.4.2. if a material breach by Buyer of any covenant or agreement in this Agreement occurs, or if any representation or warranty of the Buyer hereunder fails to be true in any material respect (or with respect to any representation or warranty with a materiality standard, in all respects), and (1) such breach or failure to be true is not cured within **30** days after notice given by Sellers to Buyer or (2) such breach or failure to be true is incapable of cure prior to expiration of the period described in clause (1).

If this Agreement is terminated by either Buyer or Sellers, such termination shall become effective at such time as the terminating Party gives notice of the termination to the other Parties.

- 10.2. Effect of Termination. If this Agreement is terminated as provided in this Section, the provisions of this Agreement immediately shall become void and of no further force and effect other than Section 7.5 and Sections 13 and 14 which shall survive termination of this Agreement, and there shall be no liability of Sellers, on the one hand, or of Buyer, on the other hand, other than with respect to any breach of such surviving Sections and any material breach by a Party of any representation, warranty or obligation on the part of that Party which occurred and was not cured prior to such termination.

10.3. Specific Performance and Other Remedies. Each Party hereby acknowledges that the rights of each Party to consummate the transactions contemplated hereby are special, unique and of extraordinary character and that, if any Party violates or fails or refuses to perform any covenant or agreement made by it herein, the non-breaching Party shall be without an adequate remedy at law. Notwithstanding anything to the contrary herein, if any Party violates or fails or refuses to perform any covenant or agreement made by such Party herein, without limiting or waiving in any respect any rights or remedies of a Party under this Agreement now or hereafter existing at law, in equity or by statute, the non-breaching Party or Parties shall, in addition to any remedy at law for damages or other relief, be entitled to specific performance of such covenant or agreement or seek any other equitable relief.

11. CERTAIN POST-CLOSING OBLIGATIONS

11.1. Post-Closing Access. After the Closing, Buyer shall provide Sellers with reasonable access during normal business hours to the books and Records of the Company prior to the Closing for the purpose of enabling Sellers to prepare their Tax Returns, or for the purpose of dealing with Tax audits, investigations, refund claims, appeals, protests and similar proceedings, and to perform any other acts reasonably related to the purchase of the Shares by Buyer. Nothing contained in this paragraph shall be construed as requiring Buyer to grant another Party access to any Tax Returns other than a Tax Return filed pursuant to 36 M.R.S. § 706 or to any financial statements, unless access to such Tax Returns or financial statements is necessary for the preparation of Tax Returns or for the purpose of enabling the other Party to deal with Tax audits, investigations, refund claims, appeals, protests and similar proceedings, or to perform any other acts reasonably related to the purchase of the Shares or Sellers' ownership of the Shares prior to the Closing Date. The Parties agree to retain any documents or Records that may be relevant to Tax audits, investigations, refund claims, appeals, protests and similar proceedings for at least the period of the applicable statute of limitations plus six months. If a Party shall desire to dispose of any of such books and Records prior to the expiration of such period, such Party shall, prior to such disposition, give the other Party a reasonable opportunity, at the other Party's expense, to segregate and remove such books and Records as the other Party may select. The Parties further agree to cooperate and allow reasonable access to the appropriate personnel of the other Party for the purpose of dealing with any Tax audits, investigations, refund claims, appeals, protests and similar proceedings.

11.2. Further Assurances. A Party shall execute and deliver, or cause to be executed and delivered, all such other instruments and shall take all such other actions as the other Parties reasonably may request from time to time in order to effectuate the provisions of this Agreement.

11.3. Tax Matters.

11.3.1. Buyer shall prepare or cause to be prepared and file or cause to be filed all Tax Returns, other than income Tax Returns for the Pre-Closing Tax

Period ending on the Closing Date (“Closing Date Income Tax Returns”) for the Company that are filed after the Closing Date. To the extent that a Tax Return is with respect to and includes (in whole or in part) a Pre-Closing Tax Period (each a “Pre-Closing Period Tax Return”), Buyer shall cause such Pre-Closing Tax Period Return to be prepared in a manner consistent with practices followed by the Company prior to the Closing Date except as required by applicable Law and shall deliver (or cause to be delivered) a draft of such Pre-Closing Period Tax Return to Sellers for Sellers’ review and comment at least twenty (20) days prior to the due date (including extensions) for filing such Pre-Closing Period Tax Return. Sellers shall deliver their written comments with respect to such Pre-Closing Period Tax Return to Buyer within ten days after receipt thereof along with the payment of the Sellers’ portion of any Tax with respect to such Pre-Closing Period (as determined in accordance with Section 11.3.1), and Buyer shall incorporate Sellers’ comments into such Pre-Closing Period Tax Return. Subject to Sellers’ payment to Buyer of Sellers’ applicable portion of any such Taxes, Buyer shall cause such Pre-Closing Period Tax Return to be executed and duly and timely filed with the appropriate Taxing Authority and shall pay all Taxes shown as due and payable on such Pre-Closing Period Tax Return. In the event that Sellers and Buyer are unable to agree with respect to a Pre-Closing Period Tax Return within ten days after the Sellers have delivered their comments, Sellers and Buyer shall refer the matters in dispute to an independent certified public accounting firm mutually acceptable to both Sellers and Buyer for resolution, the costs of which shall be borne equally by Sellers, on one hand, and Buyer, on the other hand. Upon the final determination of any such dispute, Buyer shall file or cause to be filed such Pre-Closing Period Tax Return promptly but no later than five Business Days after such final determination. Notwithstanding anything to the contrary in this Section 11.3.1, Buyer shall be entitled to file, or cause to be filed, a Pre-Closing Period Tax Return without having incorporated the disagreed upon changes to avoid a late filing of such Pre-Closing Period Tax Return. In the event the resolution of the dispute necessitates that a Tax Return filed in accordance with the previous sentence be amended, Buyer shall cause an amended Tax Return to be filed that reflects such resolution, and an appropriate payment shall be made from Sellers to Buyer, or from Buyer to Sellers, as applicable, to reflect any changes made in the amount of Taxes shown as due and owing on such Tax Return. Sellers shall prepare, or cause to be prepared, and timely file all Closing Date Income Tax Returns for the Company that are required to be filed after the Closing Date. Sellers shall cause such Closing Date Income Tax Returns to be prepared in a manner consistent with practices followed by the Company prior to the Closing Date except as required by applicable Law and shall deliver (or cause to be delivered) a draft of such Closing Date Income Tax Returns to Buyer for Buyer’s review and comment at least twenty (20)

days prior to the due date (including extensions) for filing such Closing Date Income Tax Returns. Buyer shall deliver its written comments with respect to such Closing Date Income Tax Returns to Sellers within ten (10) days after receipt thereof and Sellers shall incorporate such comments into such Closing Date Income Tax Returns. Sellers shall return the adjusted Closing Date Income Tax Returns, along with the payment of any Taxes due with respect to such Closing Date Income Tax Returns to Buyer at least five (5) days prior to the due date for filing each such Closing Date Income Tax Return for filing by Buyer. In the event that Sellers and Buyer are unable to agree with respect to a Closing Date Income Tax Return within ten (10) days after the Buyer has delivered its comments to Sellers, Sellers and Buyer shall refer the matters in dispute to an independent certified public accounting firm mutually acceptable to both Sellers and Buyer for resolution, the costs of which shall be borne equally by Sellers, on one hand, and Buyer, on the other hand. Upon the final determination of any such dispute, Buyer shall file or cause to be filed such Closing Date Income Tax Return promptly but no later than five (5) Business Days after such final determination. Notwithstanding anything to the contrary in this Section 11.3.1, Buyer shall be entitled to file, or cause to be filed, a Closing Date Income Tax Return with having incorporated the disagreed upon changes to avoid a late filing of such Closing Date Income Tax Return. In the event the resolution of the dispute necessitates that a Tax Return filed in accordance with the previous sentence be amended, Buyer shall cause an amended Tax Return to be filed that reflects such resolution, and an appropriate payment shall be made from Sellers to Buyer, or from Buyer to Sellers, as applicable, to reflect any changes made in the amount of Taxes shown as due and owing on such Tax Return.

- 11.3.2. The Parties shall cooperate fully, as and to the extent reasonably requested by the other Parties, in connection with the filing of Tax Returns pursuant to this Section 11.3 and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention of and (upon another Party's request) the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Parties agree (1) to retain all books and records with respect to any Tax matters pertinent to Buyer and Sellers relating to any Pre-Closing Tax Period of the Company until the expiration of the statute of limitations (and, to the extent notified by a Party, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (2) to give the other Parties reasonable written notice prior to transferring, destroying or discarding any such books and records and, if another Party

so requests, a Party shall allow the requesting Party to take possession of such books and records. The Parties further agree, upon request, to use their commercially reasonable efforts to obtain any certificate or other document from any Governmental Entity or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including, but not limited to, with respect to the transactions contemplated hereby). In the event of any Tax audit, litigation or other similar proceeding (each a "Tax Contest") relating to a Closing Date Income Tax Return of the Company or an income Tax Return of the Company with respect solely to a taxable period that ends on or before the Closing Date (each a "Seller Pre-Closing Tax Return"), Sellers shall have the right to control such Tax Contest, provided that Sellers shall keep Buyer fully informed of the proceedings and Sellers shall not be permitted to settle any such Tax Contest without the prior written consent of Buyer, such consent not to be unreasonably withheld, conditioned, or delayed. Buyer shall control all other Tax Contests with respect to the Company, provided that, to the extent that Sellers have an indemnity obligation to Buyer for Taxes that would be imposed on the Company with respect to such Tax Contest, the Buyer shall keep Sellers fully informed of the proceedings of such Tax Contests and Buyer shall not settle any such Tax Contest without the prior written consent of a majority of the Sellers. The Parties further agree, upon request, to provide the other Party with all information that a Party may be required to report pursuant to Section 6043 or Section 6043A of the Code or the Treasury Regulations promulgated thereunder.

- 11.3.3. All tax-sharing agreements or similar agreements with respect to or involving the Company, including any agreements to make disbursements to the shareholders of the Company, shall be terminated as of the Closing Date and, after the Closing Date, the Company shall not be bound thereby or have any liability thereunder.
- 11.3.4. Notwithstanding any other provision of this Agreement to the contrary, sales, use, transfer, stamp, duties, recording and similar Taxes (excluding any income, capital gain or similar Taxes, "Transfer Taxes") incurred in connection with the transactions contemplated by this Agreement shall be borne by Buyer. The Party charged by Law with the duty of making the necessary filing and Tax returns with respect to such Transfer Taxes shall do so in accordance with applicable Law and make the required Transfer Tax payment. If any Seller has such duty to file and pay any Transfer Tax, Buyer shall reimburse such Seller the amount of such Transfer Tax.
- 11.3.5. All real and personal property Taxes with respect to the Company and the Project for all periods prior to and including the Closing Date shall be the liability of the Sellers. To the extent that the Property Tax Year with

respect to a real or personal property Tax does not end the day before the Closing Date, the real and/or personal property Taxes that are attributable to the Project or to the Company for that Property Tax Year shall be apportioned between Seller and Buyer in the following manner and shall be an adjustment to the Purchase Price. Seller's proportionate share of such Taxes shall be based on the number of days in the Property Tax Year that Seller owned the Shares up through and including the Closing Date. Buyer's proportionate share of such Taxes with respect to such property shall be based on the proportionate number of days in the Property Tax Year beginning on January 1, 2015. For purposes of this Agreement, the term "Property Tax Year" means the fiscal year used by the taxing jurisdiction for the imposition of such real or personal property Taxes. If the Closing occurs before the Tax rates or values for the real or personal property Taxes are fixed for the Property Tax Year, the apportionment of such Taxes shall be based upon the Tax rates for the immediately preceding Property Tax Year applied to the most recent assessed valuation of the Assets, but shall be subject to the true-up mechanism set forth in Section 11.3.6 below. Seller's proportionate share of such Taxes shall be reduced by the amount of any real and personal property Taxes paid prior to the Closing in respect of the current Property Tax Year.

- 11.3.6. Any refunds or credits of real property Taxes or personal property Taxes relating to the Company with respect to: (1) any Property Tax Years occurring prior to the Property Tax Year in which the Closing occurs shall be for the account of Sellers, and if received or utilized by the Buyer, shall be paid to Sellers within seven days after Buyer receives such refund or utilizes such credit, and Buyer shall notify Sellers of such receipt or utilization within such time period, and (2) the Property Tax Year that includes the Closing Date shall be apportioned between Seller and Buyer, pro rata in the same manner as such Taxes originally were allocated under this Agreement, based on the portion of the Property Tax Year in which such Assets were owned by Seller and Buyer, respectively. In the event that the Tax rates or values for the real and personal property Taxes with respect to the Property Tax Year in which the Closing Date occurs were not finally determined prior to Closing Date and such real and personal property Taxes are thereafter determined to be greater than the amounts for the immediately preceding Property Tax Year, which prior amounts were used for the Closing Date proration set forth in Section 11.3.5 above, then the Closing Date proration shall be recalculated and Seller shall pay to Buyer within seven days after Sellers receive notice of such recalculation the amount by which Sellers' proportionate share of such Taxes for the Property Tax Year in the Closing Date occurred has increased. If the Buyer or any of its Affiliates (including the Company) incurs any costs or expenses after the Closing Date in obtaining any refund or credit of real property Taxes or personal property Taxes that is for the

account of the Sellers, then the amount of any such refund or credit shall be reduced by the amount of such costs or expenses that are properly allocable to such refund or credit.

11.4.



11.5. Confidentiality. Each recipient ("Receiving Party") of non-public information obtained from another Party or its Affiliates ("Disclosing Party") shall hold such information in confidence; provided, however, Receiving Party may disclose such confidential information to its Affiliates, lenders (current and prospective), accountants, counsel and other advisors, or as required or requested by any Governmental Entity or its representative or by legal process. Unless specifically prohibited by applicable law or court order, Receiving Party shall use reasonable efforts prior to disclosure of such information to notify the Disclosing Party of the applicable request for disclosure of such information by a Governmental Entity or its representative. This Section shall survive the closing.

12. INDEMNIFICATION

12.1.

[REDACTED]

12.2.

[REDACTED]

12.3.

[REDACTED]

12.4. Indemnification Procedures for Third Party Claims.

12.4.1.

[REDACTED]

[REDACTED]

12.4.2. [REDACTED]

12.4.3. [REDACTED]

12.5. Mitigation of Damages. Each Indemnified Party shall use commercially reasonable efforts to mitigate Damages.

12.6. Settlement or Compromise of Third Party Action; Failure to Assume Defense. If the Indemnifying Party has assumed control of the defense of a Third Party Claim, the Indemnifying Party may consent to a settlement or compromise of, or the entry of any monetary judgment arising from, such Third Party Claim without the prior written consent of the Indemnified Party if, and only if, the proposed settlement, compromise or entry: (1) does not contain an admission of guilt or wrongdoing on the part of the Indemnified Party, and (2) does not provide for any remedy or sanction against the Indemnified Party other than the payment of money which the Indemnifying Party agrees to pay and does pay. In all other cases, such consent to a settlement, compromise or

judgment relating to a Third Party Claim shall require the written consent of the Indemnified Party. If the Indemnifying Party does not assume the defense of the Third Party Claim within 20 days after the receipt of notice from the Indemnified Party, the Indemnified Party may, at the Indemnifying Party's expense, defend the Third Party Claim.

12.7. Adjustment to Purchase Price. Amounts paid with respect to indemnification pursuant to this Section shall to the extent permitted under applicable Law be treated as an adjustment to the Purchase Price paid by Buyer for the Assets, and appropriate adjustments shall be made to the allocation of the Purchase Price among the Assets which was made pursuant to this Agreement.

12.8. Limitations.

12.8.1. [REDACTED]

12.8.2. [REDACTED]

12.8.3. [REDACTED]

12.8.4. [REDACTED]

[REDACTED]

12.8.5. [REDACTED]

12.9. Exclusive Remedies. From and after the Closing Date, the rights of indemnification provided for under this Section shall be the sole remedy which any Party may have at law or in equity (including, without limitation, rescission) in the event of any breach of the provisions of this Agreement or the inaccuracy of any representations or warranties contained herein.

13. MISCELLANEOUS

13.1. Notices. All notices, requests, consents and other communications required by this Agreement shall be in writing and shall be effective upon receipt or refusal when: (1) delivered personally, (2) sent by nationally recognized overnight delivery service which provides proof of receipt, (3) sent by United States mail, return receipt requested, addressed as follows:

If to Sellers: c/o Mark Isaacson
 Miller Hydro Group
 148 Middle Street
 Portland, ME 04101

 c/o Jo Miller
 15 Paul Street
 Brunswick, ME 04011

With copies to: Brann & Isaacson
 184 Main Street, P.O. Box 3070
 Lewiston, ME 04243-3070

 David J. Champoux
 Pierce Atwood LLP
 254 Commercial Street
 Portland, ME 04101

If to Buyer: c/o ArcLight Capital Partners, LLC
 200 Clarendon Street, 55th Floor

Boston, MA 02117
Attention General Counsel

With a copy to: Hunton & Williams LLP
200 Park Avenue, 52nd Floor
New York, NY 10166
Attention: Michael J. Madden

A Party may change the address to which notices are to be directed to it by giving notice of such change to the other Parties in the manner provided in this Section.

- 13.2. Counterparts and Electronic Signatures. This Agreement may be executed simultaneously in two or more counterparts (which executions may be by electronic signatures), each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.
- 13.3. Parties in Interest; Assignment. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by a Party without the prior written consent of the other Parties, except that Buyer may assign this Agreement to an Affiliate with notice to Sellers, and may collaterally assign this Agreement to lender(s) or agents(s) for such lender(s). No such assignment shall relieve Buyer of its obligations under this Agreement.
- 13.4. No Waiver. The failure of a Party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or the right of such Party to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.
- 13.5. Interpretation. The headings contained in this Agreement are for convenience of reference only and shall in no way affect the meaning or interpretation of this Agreement. Unless the context of this Agreement expressly otherwise indicates, any singular term in this Agreement includes the plural, and any plural term includes the singular. If any term or condition of this Agreement is found to be ambiguous, the ambiguity shall not be construed against any one particular Party or in favor of any one particular Party, and such ambiguous language shall be in all cases construed as a whole according to its fair meaning.
- 13.6. Consents. Unless otherwise specified in this Agreement, no consent by a Party shall be unreasonably withheld, delayed or conditioned.
- 13.7. No Third Party Beneficiaries. Except as expressly provided herein in Section 12 and Section 13.9, this Agreement is for the sole benefit of the Parties and their permitted

successors and assigns, and nothing expressed or implied in this Agreement shall give or be construed to give to any Person, other than the Parties and their permitted successors and assigns, any legal or equitable rights.

- 13.8. Expenses. Whether or not the transactions contemplated by this Agreement are consummated, Sellers shall pay all costs and expenses attributable to the performance of, and compliance with, all agreements and conditions to be performed or complied with by Sellers under this Agreement (including, without limitation, all fees and expenses of Sellers' counsel and accountants), and Buyer shall pay all costs and expenses attributable to the performance of and compliance with, all agreements and conditions to be performed or complied with by Buyer under this Agreement (including, without limitation, all fees and expenses of Buyer's legal counsel and accountants).
- 13.9. No Recourse. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, trustee, Affiliate, agent, attorney or representative of a Party shall have any liability for any obligations or liabilities of a Party under this Agreement or the other documents that Party in connection with this Agreement, or for any claim based on, in respect of, or by reason of, the transactions under this Agreement or such other documents.
- 13.10. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be decided by arbitration conducted before a single arbitrator in Portland, Maine (or such other location as the Parties may agree) in accordance with the JAMS Streamlined Arbitration Rules. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction. The fees and expenses of the arbitrator shall be apportioned between the Parties by the arbitrator with the findings and results of the arbitration. Any award shall be conclusive determination of the disputed matter; shall be final and binding upon the Parties and shall not be contested by the Parties. The Parties waive any right to jury trial.
- 13.11. Governing Law. This Agreement shall be governed by Maine law.
- 13.12. Entire Agreement; Amendment. This Agreement, including its exhibits and schedules, shall constitute the complete and entire agreement between the Parties with respect to its subject matter and shall supersede all previous oral and written negotiations and commitments and any other writings with respect to such subject matter, other than the Confidentiality Agreement. This Agreement cannot be modified, waived or amended except in writing duly executed by the Party to be bound.
- 13.13. Joint and Several. Except as specifically provided herein, all representations, warranties, covenants and obligations of Sellers under this Agreement shall be joint and several.
- 13.14. Financing Cooperation. Each Seller shall, and shall cause its Affiliates to, and shall use its commercially reasonable efforts, to cause its Representatives and their Affiliates to cooperate with Buyer as necessary and customary in connection with the arrangement of

debt financing as may be reasonably requested by Buyer (at Buyer's sole expense); *provided* that no Seller nor any of its Affiliates shall be required, under the provisions of this Section or otherwise in connection with any such financing, to pay any commitment or other fee or to incur any liability or contingent liability to any Person providing debt financing to Buyer. Buyer shall indemnify, defend and hold harmless Sellers and their Affiliates and their respective Representatives from and against any and all reasonable and documented out-of-pocket expenses incurred by them in connection with their assistance to Buyer in connection with any financing contemplated by Buyer. Nothing contained in this Section or otherwise shall require Sellers or any of their Affiliates (other than the Company on and after the Closing) to be an issuer or other obligor with respect to any financing prior to or following the Closing.

14. DEFINITIONS. The capitalized terms listed below shall be defined as follows:

"Affiliate" means shall mean with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with, such other Person at the time at which the determination of affiliation is made. As used in this definition, the term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other ownership interests, by contract or otherwise.

"Affiliated Group" means any affiliated group within the meaning of Section 1504(a) of the Code or any similar group defined under a similar provision of state, local or non-U.S. law including, without limitation, any consolidated, combined, or unitary group.

"Agreement" means this Stock Purchase Agreement.

"Balance Sheet Date" is defined in Section 4.6.

"Basket Amount" is defined in Section 12.8.1.

"Buyer" is defined in the preamble to this Agreement.

"Cash Purchase Price" is defined in Section 1.2.

"Claim" is defined in Section 12.4.

"Closing" is defined in Section 9.1.

"Closing Date" is defined in Section 9.1.

"Closing Date Income Tax Returns" is defined in Section 11.3.1.

"COBRA" is defined in Section 4.19.4.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations adopted under the Code.

“Company” is defined in the Background section of this Agreement.

“Confidentiality Agreement” means the nondisclosure agreement between ArcLight Capital Partners, LLC and Miller Hydro Group dated November 19, 2013.

“Damages” means claims, liabilities, losses, damages, penalties, fines, obligations, taxes, fees and expenses, costs of settlement and demands of any character whatsoever, including without limitation reasonable attorneys’ fees and expenses.

“Deferred Compensation Plan” is defined in Section 4.19.12.

“Effective Time” is defined in Section 9.1.

“Employee Agreements” is defined in Section 4.18.

“Employee Plan” is defined in Section 4.19.1.

“Encumbrance” means any lien (statutory or otherwise), mortgage, deed of trust, pledge, security interest, license, easement, claim, charge, covenant, option, warrant, equitable interest, right to income or profits, earn-out, condition, conditional sale or other title retention device or arrangement (including a capital lease), any right of first refusal or first offer or other encumbrance or restriction, whether imposed by agreement, understanding, law, equity or otherwise, in each case whether contingent, fixed or otherwise.

“Environmental Laws” means any Law related to: (1) the protection of the any surface water, groundwater, drinking water supply, land surface, subsurface strata, river sediment, plant or animal life, natural resources, air, water vapor, surface soil, subsurface soil and any other natural resource, or (2) the manufacturing, using, generating, accumulating, storing, treating, disposing of, recycling, processing, distributing, handling, labeling, producing, releasing, or transporting, as any such terms may be defined or used in any Environmental Law, of any substance or material that has been defined or otherwise listed as a “hazardous material,” “hazardous waste” or “hazardous substance” or words of similar import under any Environmental Law or any other waste, substance or material that is regulated under any Environmental Law, including, without limitation, petroleum and petroleum products, polychlorinated biphenyls, and asbestos-containing materials. “Environmental Laws” include, without limitation: the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq.; the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq.; the Endangered Species Act, 16 U.S.C. § 1531 et seq.; the Emergency Planning and Community Right to Know Act, as amended, 42 U.S.C. § 11001 et

seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. § 300f et seq.; the Occupational Health and Safety Act, as amended, 29 U.S.C. § 655 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 5101 et seq.; Oil Discharge Prevention and Pollution Control Law, 38 M.R.S. §541; Underground Oil Storage Facilities and Groundwater Protection Law, 38 M.R.S. § 561 et seq., and any other comparable foreign, federal, state, municipal or local Laws.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“Escrow Letters of Credit” is defined in Section 1.2.

“Exceptions” is defined in Section 2.1.

“Execution Date” is defined in the preamble to this Agreement.

“Expiration Date” is defined in Section 10.1.2.

“Federal Power Act” means the Federal Power Act, as amended, codified in 16 U.S.C. §§ 791(a)-825(r), and the regulations promulgated under the Federal Power Act.

“FERC” means the Federal Energy Regulatory Commission or any successor agency.

“FERC License” means the hydropower license issued pursuant to Part 1 of the Federal Power Act for FERC Project No. 3428, as amended from time to time, together with all regulations, orders, issuances, filings and correspondence applicable to the Project and arising under the Federal Power Act.

“Financial Statements” is defined in Section 4.6.

“GAAP” means generally accepted accounting principles in the United States of America.

“Governmental Entity” means any nation, state, city, locality, municipality, or other political subdivision or authority, or body exercising judicial, legislative, regulatory or administrative functions for any of the foregoing (including, without limitation, any agency, department, board or commission), or any court, tribunal, magistrate, taxing authority or arbiter (any including FERC, NERC, and ISO-NE).

“Indemnified Party” is defined in Section 12.4.

“Indemnifying Party” is defined in Section 12.4.

“Knowledge of Sellers” or “Sellers’ Knowledge” means the actual knowledge of Mark L. Isaacson and Kenneth Wells.

“Laws” means applicable federal, state, local, municipal or foreign laws, statutes, treaties, ordinances, decisional law, common law, regulations, rules, licenses, agency requirements, standards (including NERC and ISO-NE standards), permit conditions, codes, judgments, order, arbitration awards, injunctions, writs and decrees of Governmental Entities.

“Material Contracts” is defined in Section 4.15.

“Net Closing Date A/R” means any outstanding or unpaid accounts receivable or unbilled amounts created and owed by account parties to the Company for goods and services provided by the Company to such Persons prior to the Effective Time in the ordinary course of business consistent with past practice *minus* any unpaid costs, expenses and charges incurred by the Company prior to the Effective Time, all of which are reflected on the books and records of the Company; provided, that any receivable or other amount owed to or by an account party relating to the pro rata amount of energy, renewable energy certificates, or capacity produced by the Company shall be determined based on such pro rata kilowatt hours produced by the Project during the relevant period as measured by the designated meter reader, Central Maine Power Company.

“Party” means a Party to this Agreement, and “Parties” mean the parties to this Agreement.

“Permit” means any license, permit, approval, consent, notice, waiver, registration, filing, accreditation, zoning ordinance, exception, variance, order, franchise, exemption or authorization of a Governmental Entity, including the FERC License.

“Permitted Encumbrances” means: (1) liens for Taxes not yet delinquent or for Taxes that the Company is contesting in good faith through appropriate proceedings, provided in each case that adequate reserves have been established therefor on the balance sheet of the Company, (2) purchase money liens arising in the ordinary course of business and securing only such asset(s) being acquired, (3) liens of mechanics, materialmen, carriers, workers, repairers and other similar liens arising in the ordinary course of the operation of the Project, provided such liens can be and are either fully insured or bonded over, (4) items for which Sellers have retained responsibility under this Agreement and for which Buyer and its Affiliates are fully indemnified (without regard to any limitations set forth in this Agreement) and (5) other Encumbrances arising in the ordinary course of the operation of the Project consistent with past practice that are not in excess of \$25,000 individually or in the aggregate and, with respect to the Real Property, that would not have material adverse effect on the operations the Project as currently conducted or the value thereof.

“Person” means an individual, partnership, corporation, limited liability company, association, joint stock company, joint venture, trust, estate, unincorporated organization, labor union, Governmental Entity or any other entity.

“Post-Closing Tax Period” means any taxable period of the Company that begins after the Closing Date and the portion of any Straddle Tax Period that begins after the end of the Closing Date.

“Pre-Closing Tax Period” means any taxable period of the Company that begins before the Closing Date and ends on or before the end of the Closing Date and the portion of any Straddle Tax Period that begins before and ends on or before the end of the Closing Date.

“Project” is defined in the Background section of this Agreement.

“Project Employees” is defined in Section 4.18.

“Purchase Price” is defined in Section 1.2.

“Real Property” is defined in Section 2.1.

“Real Property Permitted Encumbrances” means the Permitted Encumbrances and (1) zoning, entitlement and other land use, building and fire, and environmental Laws; (2) easements, restrictions and conditions of record and public utilities servicing the Real Property; (3) exceptions in the Title Insurance Commitment that are not Title Defects or Title Objections; and (4) Title Defects and Title Objections accepted or otherwise waived by Buyer in accordance with Section 2.3.

“Record” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium.

“Restricted Cash” means the sum of (x) \$ [REDACTED], and (y) restricted or reserved cash required to be posted as security under any Permit or Material Contract, including such restricted or reserved cash of the Company maintained with TD Bank, UBS and Blackrock.

“Schedule” means any of the disclosure schedules delivered by Sellers to Buyer concurrently with the execution of this Agreement by the Parties, as the same may be amended, modified or supplemented as provided in this Agreement.

“Sellers” is defined in the preamble to this Agreement.

“Seller Title Notice” is defined in Section 2.3.

“Shares” is defined in the Background section of this Agreement.

“Straddle Tax Period” means any tax period of the Company that begins before the end of the Closing Date and ends after the end of the Closing Date.

“Survey” is defined in Section 2.1.

“Survival Period” is defined in Section 12.1.

“Tax” or “Taxes” means any foreign, federal, state or local income, gross or net receipts, occupation, environmental (including taxes under Section 59A of the Code), customs, duties, registration, alternative or add-on minimum, estimated, withholding, payroll, employment, unemployment insurance, social security (or similar), excise, sales, use, value-added, franchise, real property, personal property, business and occupation, capital stock, value added, royalty, stamp or documentary, transfer, workers’ compensation or other tax, fee or other tax of any kind whatsoever, including any interest, penalties, additions, assessments or deferred liability with respect to Taxes, whether disputed or not and including any obligation to indemnify or otherwise assume or success to the Tax liability of another Person.

“Tax Return” means any return, report, declaration, true and perfect list under 36 M.R.S. § 706, claim for refund or reimbursement, estimate, election, or information statement or bill relating to any Tax, including any schedule or attachment and any amendment to a Tax Return.

“Third Party Claim” is defined in Section 12.4.

“Title Defects” is defined in Section 2.2.

“Title Insurance Commitment” is defined in Section 2.1.

“Title Notice” is defined in Section 2.2.

“Title Objections” is defined in Section 2.2.

“Title Review Period” is defined in Section 2.2.

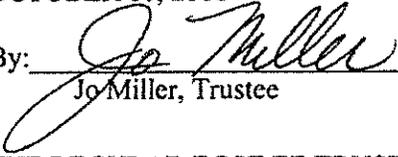
“Transfer Taxes” is defined in Section 11.3.4.

“Transfer Tax Form” is defined in Section 9.2.8.

This Agreement has been executed by the Parties on the date first above written.

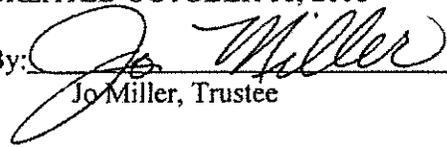
THE REGULAR QTIP TRUST, A DIVISION OF THE WORUMBO TRUST CREATED OCTOBER 10, 2008

BROWN BEAR II, LLC

By: 
Jo Miller, Trustee

Name:
Title:

THE REGULAR EGST EE TRUST, A DIVISION OF THE WORUMBO TRUST CREATED OCTOBER 10, 2008

By: 
Jo Miller, Trustee

Mark L. Isaacson, individually

THE MILLER HYDRO GROUP TRUST FBO ILONA I. BELL AND FAMILY

By: _____
Mark L. Isaacson, Trustee

THE MILLER HYDRO GROUP TRUST FBO JOHN M. ISAACSON AND FAMILY

By: _____
Mark L. Isaacson, Trustee

This Agreement has been executed by the Parties on the date first above written.

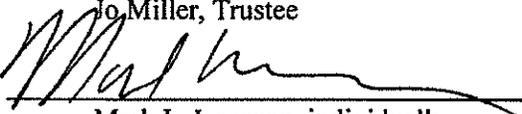
THE REGULAR QTIP TRUST, A DIVISION
OF THE WORUMBO TRUST CREATED
OCTOBER 10, 2008

BROWN BEAR II, LLC

By: _____
Jo Miller, Trustee

By: _____
Name:
Title:

THE REGULAR EGST EE TRUST, A
DIVISION OF THE WORUMBO TRUST
CREATED OCTOBER 10, 2008

By: _____
Jo Miller, Trustee

Mark L. Isaacson, individually

THE MILLER HYDRO GROUP TRUST FBO
ILONA I BELL AND FAMILY

By: _____
Mark L. Isaacson, Trustee

THE MILLER HYDRO GROUP TRUST FBO
JOHN M ISAACSON AND FAMILY

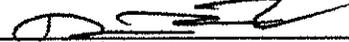
By: _____
Mark L. Isaacson, Trustee

This Agreement has been executed by the Parties on the date first above written.

THE REGULAR QTIP TRUST, A DIVISION
OF THE WORUMBO TRUST CREATED
OCTOBER 10, 2008

BROWN BEAR II, LLC

By: _____
Jo Miller, Trustee

By: 
Name: Daniel R. Revers
Title: President

THE REGULAR EGST EE TRUST, A
DIVISION OF THE WORUMBO TRUST
CREATED OCTOBER 10, 2008

By: _____
Jo Miller, Trustee

Mark L. Isaacson, individually

THE MILLER HYDRO GROUP TRUST FBO
ILONA I. BELL AND FAMILY

By: _____
Mark L. Isaacson, Trustee

THE MILLER HYDRO GROUP TRUST FBO
JOHN M. ISAACSON AND FAMILY

By: _____
Mark L. Isaacson, Trustee

EXHIBITS AND SCHEDULES

Schedules:

- 1.2 Escrow Letters of Credit Amount
- 2.1 Real Property
- 4.3 Disclosure of Material Breaches
- 4.4.1 Sellers and Number of Shares
- 4.4.3 Shareholder Agreements
- 4.7 Liabilities
- 4.8.3 Company Bank Accounts
- 4.9 Third Party Consents
- 4.11 Fixed Asset Register
- 4.12 Accounts Receivable
- 4.13 Environmental
- 4.14 Equipment
- 4.15 Material Contracts
- 4.16 Permits
- 4.17 Insurance
- 4.18 Project Employees
- 4.19.1 Employee Plans
- 4.19.3 Employee Plans Obligations
- 4.19.12 Deferred Compensation Plan
- 4.21 Litigation
- 4.22 Changes since December 31, 2013
- 4.23 Tax Returns
- 4.26 FERC License
- 8.2.5 Resigning Employees

Exhibits:

- 1.2 Form of Escrow Letter of Credit
- 8.2.5 General Release



**Attachment 3:
Certificates of Good Standing**

State of Maine



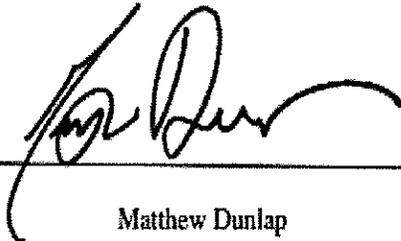
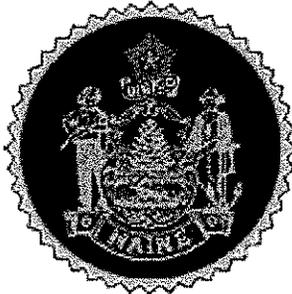
Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the reports of organization, amendment and dissolution of corporations and annual reports filed by the same.

I further certify that MILLER HYDRO GROUP, formerly WORUMBO HYDRO, INC. is a duly organized business corporation under the laws of the State of Maine and that the date of incorporation is April 09, 1980.

I further certify that said business corporation has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the charter and that according to the records in the Department of the Secretary of State, said corporation is a legally existing business corporation in good standing under the laws of the State of Maine at the present time.

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this second day of February 2015.



Matthew Dunlap
Secretary of State

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the reports of qualification of foreign limited liability companies in this State and annual reports filed by the same.

I further certify that BROWN BEAR II, LLC, a DELAWARE limited liability company, is a duly qualified foreign limited liability company under the laws of the State of Maine and that the application for authority to transact business in this State was filed on January 08, 2015.

I further certify that said foreign limited liability company has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the authority to transact business in this State and that according to the records in the Department of the Secretary of State, said foreign limited liability company is a legally existing limited liability company in good standing under the laws of the State of Maine at the present time.

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this thirtieth day of January 2015.



A handwritten signature in black ink, appearing to read "Matthew Dunlap", written over a horizontal line.

Matthew Dunlap
Secretary of State

**Attachment 4:
Public Notice**

PHOENIX
Continued from Page C1

ah Clough had 12, including a pair of 3's in the second half that helped spark Maranacook's comeback. Barnes guarded Miller the first time the two teams played in December, a 64-42 win for the Phoenix. Miller scored 18, including becoming the third Black Bear to reach 1,000 points. Barnes tried a different approach this time around — fronting Miller instead of playing behind her. Being quick and athletic allowed Barnes to block the passing lanes and tip or steal any passes into the post. Most of Miller's shots came from the outside and a run of six straight points in the third and a 3 late in the fourth quarter...

Barnes said. "So with fronting her, I was able to make sure I hit her up the lane and actually got the steal instead of trying to reach her." Maranacook managed just 10 points in the first half. The Black Bears missed their first seven shots of the game and went 5-for-24 from the floor in the first half. Though Spruce Mountain was plagued by eight turnovers in the first quarter, the Phoenix broke the lead open with 17 straight to finish the half ahead, 28-10. "I think we just got gassed a little bit running up and down the floor," Maranacook coach Jeanne Paradis said. "They were breaking and we were trying to break. Once we look that off a little bit...



RUSS DILLINGHAM/SUN JOURNAL
Spruce Mountain's Vanese Barnes, right and Kailee Newcomb trap Maranacook's Catherine Sanborn during Tuesday night's girls' basketball game in Jay.

"I've seen us," said Bessey, whose team is like many others and have hardly practiced in the last week or more. "Our game is full out up and down because of our depth. We try to wear other teams down. That was as winded as I'd seen us all game." Maranacook was down by 23 after five straight points by Richards opened the third. Miller then scored six straight and the Black Bears produced a 12-3 run. A Clough 3 finished the third quarter with the Black Bears down 40-29, after a 7-2 surge at the end. "We did a lot of standing around in the first half," Paradis said. "We made adjustments in the locker room. We wanted to open things up and move the ball. They started to do...

D'Angelo and a 3 by Miller made it 44-38 with 4:11 left. When the Black Bears made a run, the Phoenix were able to answer and half some of the momentum. After a Barnes free throw, Hamblin scored off a fast break, set up by a Barnes rebound. Richard put back a rebound and the lead was back to 49-38 with 2:15 left. D'Angelo hit a jumper and then Clough scored with 1:10 left. Miller hit a 3 with 16 seconds remaining to cut the lead to four, but the Black Bears never got the ball back. "I thought the game plan was executed very well in the first half," Bessey said. "We knew (Miller) was going to get her points. Our philosophy going in was to make her have to work...

LAKERS

Continued from Page C1

(Young's) performance. I am very proud of the entire team, but Alan is a representative of that." When the Knights came back out on the court in the third quarter, Young and the rest of team started chipping away at the Lakers' lead. "The Lakers are tough. They are a very good team," Tyler said. "I have a lot of confidence; they play pretty well together. We just can't have the hulls...

against a good team like that." Young, who was ailing with the flu, connected with six straight points, which included four free throws. Junior guard Trevor Saunders (10 points) helped out with a three-point play, but the feisty Lakers held on for 44-33 going into the fourth quarter. "It became clear that the Knights weren't going to allow the Lakers to walk away with the game in the final stanza." Derek Michaud (10 points) and Saunders were the fuses in Poland's explosive fourth quarter when they combined for six points. The score was now 46-39 in favor of Lake...

Region with under three minutes after Young went under for two points and Saunders hit two more free throws. With 1:02 left in the game, Young scored twice from underneath and hit two more from the charity stripe, but the Lakers still held 52-49 lead with 57 seconds left. Lake Region's Jack Lesure (11 points) hit two free throws. Michaud dropped in a 3-pointer to make it 56-52, but Nate Smith hit a four free throws to keep his Lakers ahead by four points. Young added a tip-in shot from underneath the basket at the buzzer, but the Lakers...

held on for a two-point victory. Young left immediately after the game. The Knights were also without big man John Foster, who is also battling the flu. "First of all, this was their senior night and they have four seniors who a pretty proud kids. They weren't going to go down without a fight," Lake Region coach J.P. Verkey said. "Alan Young is a very good player and I hear he is a little under the weather today, but he still made some big shots. "I give some credit to them. They did something differently on defense that threw us off balance."

EDDIES

Continued from Page C1

Stokes sank the first attempt and missed the second to set up Caron's breakers off a feed from Cusick. "That's a coach's dream and nightmare, because it's every situation possible, and we handled it poorly every single time," EL coach Mike Adams quipped. Still, the Eddies had a chance to win it after the officials put two seconds back in the clock during an EL timeout. EL rifled a pass the length of the floor that Cony tipped out of bounds with one second to go. Thomas Cedre then alertly inbounded the ball off the back of a Rams' defender, stepped onto the court and tried for the game-winner...

himself, but he couldn't get the bunny to go down. The lead exchanged four times in overtime, lastly when Mileikis drove coast to coast for his 42nd and 43rd points and made it 77-75 with 1:26 left. Luke Sterling drew an offensive foul to end Cony's next possession, and EL put it away with Jensen, Thomas Cedre and Charles Cedre combining for 4-of-6 from the free throw line. Sterling and Elijah Roe each scored their six points in the second half. Caleb Mainchipped in five points. "A lot of people stepped up. Both the Cedre brothers stepped up big time. Lew hit a bunch of free throws. Everybody contributed to that one," Mileikis said. "(Cony is) a team you've got to watch out for heading into the playoffs if they shoot like that." Cusick drained Cony's ninth 3-pointer of the game as time expired. "We haven't seen anything like that all year," Adams said. "We like to say that we create matchup problems for people, but they really spread you out. They dribble-penetrate and find the open guys. You're just chasing people all the time. EL hadn't played or practiced in four days due to stormy weather, and it was apparent early. Cony went 8-for-13 from the field and built a double-digit lead in the opening quarter. Tyler Tar-

diff rained down a pair of 3-pointers. Ben Leet landed another. The Eddies' deficit expanded to 32-19 on another Tardiff trey with 3:29 to go in the half. But Mileikis and Jensen, once already saddled with two fouls, did all the scoring in a 10-0 run to the horn. Mileikis had 20 at the half and didn't cool off in third period. He started a 6-0 surge with a drive and punctuated it with a pass to Jensen for two and a 35-34 lead, EL's first edge since 2-0.

"That's astounding," Maines said when informed of Mileikis' point total. "I would have not have guessed that in a million years. The thing is, he did it with all the fouls on him. There were 11 more lead changes and nine additional ties from Jensen's go-ahead basket to the end of regulation. EL's largest lead of the night, six, evaporated when consecutive 3-pointers by...

RECALLED PUBLIC HEARING
A public hearing has been rescheduled for Tuesday, February 10, 2015 at the Town Office beginning at 7:30 PM for East Road. The plan application to start a driveway at the home on Rabbit Lane. The complete application is available at the Town Office for public review.

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE
By virtue and in execution of the Judgment of Mortgagee and Sale and Order, dated September 8, 2014 and entered in favor of CUSIO Mortgage Corporation in proceedings in the Oxford County Superior Court entitled CUSIO Mortgage Corporation v. James M. Stokes, Inc., et al. copy of said Judgment of Mortgagee and Order of Sale, dated September 8, 2014, and the proceeds recorded in the Oxford County Registry of Deeds (Eastern District) in Book 418, Page 287 (the "Property") at public sale at 11:00 a.m. on Thursday, March 5, 2015 at the branch of Eastern Federal Credit Union located at 125 River Road, Mexico, Maine 04257.

NOTICE OF STATE RULEMAKING

PUBLIC INPUT FOR PROPOSED RULES
Notices are published each Wednesday to alert the public regarding state agency rulemaking. You may obtain a copy of any rule by notifying the agency contact person. You may also comment on the rule, and/or attend the public hearing. If you are unable to attend the public hearing, you may request one. The agency may then schedule a hearing, and must do so if 15 or more persons request it. If you are unable to attend a public hearing, you may request a hearing. Please notify the agency contact person at least 7 days prior to the hearing. Public comments on the rule must be received by 150 or more registered voters, and may begin rulemaking if there are fewer. You can also petition the Legislature to review a rule. The Executive Director of the Legislative Council (115 State House Station, Augusta, ME 04333), phone (207) 287-1613 will provide committee with review a rule upon receipt of a petition from 100 or more registered voters, or from "any person who may be directly, substantially and adversely affected by the application of the rule." (Title 5 §1113.2). **MEMORANDA** Web: Copies of the weekly notices and the full text of adopted rules chapters may be viewed on the website at <http://www.maine.gov/legis/committees/rules/> or by email at rules@legis.maine.gov. There is also a list of rule-making sessions (<http://www.maine.gov/legis/committees/rules/>) for each agency.

WEDNESDAY FEBRUARY 4, 2015
PROPOSALS
AGENCY: 01-015 - Maine Milk Commission (MMC)
RULE TITLE OR SUBJECT: Ch. 8, Schedule of Minimum Prices.
PROPOSED RULE NUMBER: 2015-0021
CONCISE SUMMARY: The principal reason for this rule is the need to respond to Federal changes and to certain other conditions affecting providing Class I, II and III milk prices in Southern New England in accordance with 7MRSA §2554.
FOR INFORMATION AT OUR OFFICES:
<http://www.maine.gov/legis/committees/rules/> online, attend PUBLIC HEARING: February 20, 2015, Thursday, starting at 4:00 p.m., Room 235, Department of Agriculture, Conservation & Forestry, Deering Building, Hospital Street, Augusta, Maine

PUBLIC NOTICE
The Board of Directors of Community Council, Inc. will hold a board meeting on Tuesday, February 10, 2015 at 5:00 p.m. Meeting will be held at 240 Bales Street, Lewiston. The public is welcome to attend. For more information, call 333-6411

AGENCY CONTACT PERSON: KIMBERLY THORNTON, Kim Drake, Maine Milk Commission, 28 State House Station, Augusta, Maine 04333. Telephone: (207) 287-7321. Email: Kim.Drake@maine.gov
THIS RULE WILL NOT HAVE A FISCAL IMPACT ON MAJOR BUDGETS.
AGENCY: 38-125 - Department of Administrative and Financial Services (DAFS), Bureau of Revenue Services (Maine Revenue Services - MRS)
CHAPTER NUMBER AND TITLE: Ch. 20B, Revaluation Guidelines
PROPOSED RULE NUMBER: 2015-0022
BRIEF SUMMARY: MRS is proposing to amend Rule 20B, Revaluation Guidelines. The rule provides further detail the process of evaluation of property and offers guidance for professionals, including valuation services. The proposed amendments update obsolete references and makes other housekeeping changes. Aside from technical changes, the only noteworthy proposal is to eliminate the requirement for a municipality to gain approval from the State Tax Assessor prior to using a new parking schedule. The proposed rule change replaces that requirement with the requirement for municipalities to provide a copy of new pricing schedules to the State Tax Assessor only on request.
PUBLIC HEARING: March 6, 2015
CONTACT PERSON: KIM DRAKE, 28 STATE HOUSE STATION, AUGUSTA, MAINE 04333-1106. TELEPHONE: (207) 624-5500. Email: kim.drake@maine.gov

COMMENT DEADLINE: March 6, 2015
PUBLIC HEARING: March 6, 2015
CONTACT PERSON: KIM DRAKE, 28 STATE HOUSE STATION, AUGUSTA, MAINE 04333-1106. TELEPHONE: (207) 624-5500. Email: kim.drake@maine.gov

ADDITIONS
Pursuant to Ch. 380 of the Public Laws of 2013, notice of the adoption of rules will no longer be published in the newspaper rule-making notices; our Wednesday web notices will continue to carry them. However, information on rules adopted through the Maine Administrative Procedure Act as well as the full text of adopted rules are available on the internet at <http://www.maine.gov/legis/committees/rules/>.

NOTICE OF INTENT TO FILE TRANSFER APPLICATION
Please take notice that Miller Hydro Group of 21 Canal Street, Lisbon Falls, Maine 04257, (207) 461-3617, is intending to file an application with the Maine Department of Environmental Protection and Conservation Act, 26 M.R.S. §6813-B(2), permit and Water Quality Certification application pursuant to Maine Administrative Regulation for Hydrogen Projects 040508-CAF 41007 (C110) and Rules Concerning the Processing of Application and Other Administrative Matters 040618-CAB 211(2)(C). The permit application is to the hydroelectric hydrokinetic Project in Durham and Lisbon Falls, Maine. The application will be filed on or about February 4, 2015. According to Department regulations, public notice is given of the opportunity to request a public hearing, provide comments to the Department during the course of processing the application, and to file the Board of Environmental Protection and Conservation. A written request to the Board of Environmental Protection and Conservation to request a public hearing, or that the Board of Environmental Protection and Conservation consider the application, must be received by the Department no later than 30 days after the application is accepted by the Department and accepted for processing. The application and supporting documentation are available for review at the Department of Environmental Protection offices in Augusta. A copy of the application and supporting documentation may also be seen at the municipal offices in Durham and Lisbon Falls, Maine. Send all correspondence to: Emily Howatt, Department of Environmental Protection, State House Station 17, Augusta, Maine 04333 at Emily.Howatt@maine.gov. For further information, permitted, or funded activities in the Coastal Zone, review the application shall who constitute the State's consistency review in accordance with the Maine Coastal Program pursuant to Section 401 of the federal Coastal Zone Management Act.

TERMS AND CONDITIONS ON SALE
The Property shall be sold by public auction to the bidder who makes the highest bid. However, any and all persons wishing to bid for the Property must be present prior to the start of the auction and make a deposit of \$5,000.00 to US Trust Bank in cash or by bank draft or certified check made payable to CUSIO Mortgage Corporation. The successful bidder for the Property shall be required to sign a Purchase and Sale Agreement with CUSIO Mortgage Corporation, and the balance of the purchase price shall be due and payable in cash or certified funds no later than 30 days after the date of presentation of a deed. The Property shall be conveyed by Quitclaim Deed Without Covenant. Without Warranty, subject to any municipal tax and interest less the Property shall be sold "AS IS, WHERE IS" CUSIO Mortgage Corporation as its agents, makes no representations or warranties with respect to the accuracy of any statement to the borrower or acceptor or to any other parties connected in any description of the Property, or as to the status of the Property for any particular purpose, merchandise, liability or to any other matter. Buyer shall bear the risk of loss. Additional terms and conditions pertaining to the sale of the Property may be announced at the time of the auction. Dated January 26, 2015
Christopher J. Stokes
Attorney for CUSIO Mortgage Corporation
Tel 1 (207) 774-7600

BERNSTEIN SHUR

COUNSELORS AT LAW

207 774-1200 main
207 774-1127 facsimile
bernsteinshur.com

100 Middle Street
PO Box 9729
Portland, Maine 04104-5029

Katherine A. Joyce
(207) 228-7297 direct
kjoyce@bernsteinshur.com

VIA CERTIFIED MAIL

February 4, 2015

Name
Address
Town, State Zip Code

Re: Public Notice of Intent to File

Dear Name:

Please take notice that Miller Hydro Group of 31 Canal Street, Lisbon Falls, Maine 04252, (207) 461-3617, is intending to file an application with the Maine Department of Environmental Protection to transfer a Maine Waterway Development and Conservation Act, 38 M.R.S.A. §§630-637, permit and Water Quality Certification pursuant to Maine Administrative Regulation for Hydropower Projects 06-096 CMR 450(9)(C)(10) and Rules Concerning the Processing of Application and Other Administrative Matters 06-096 CMR 2(21)(C). The permit/certification is for the Worumbo Hydroelectric Project in Durham and Lisbon Falls, Maine.

The application will be filed on or about February 4, 2015.

According to Department regulations, public notice must be given of the opportunity to request a public hearing, provide comments to the Department during the course of processing the application and request that the Board of Environmental Protection assume jurisdiction of the application. A written request for a public hearing, or that the Board of Environmental Protection assume jurisdiction of the application, must be received by the Department no later than 20 days after the application is accepted by the Department as complete for processing.

The application and supporting documentation are available for review at the Department of Environmental Protection offices in Augusta. A copy of the application and supporting documentation may also be seen at the municipal offices in Durham and Lisbon Falls, Maine.

February 4, 2015

Page 2

Send all correspondence to: Kathy Howatt, Maine Department of Environmental Protection, State House Station 17, Augusta, Maine 04333 or kathy.howatt@maine.gov.

For Federally licensed, permitted, or funded activities in the Coastal Zone, review of this application shall also constitute the State's consistency review in accordance with the Maine Coastal Program pursuant to Section 307 of the federal Coastal Zone Management Act.

Sincerely,

Katherine A. Joyce

KAJ/dlt

**Notice of Intent Mailing List
Miller Hydro Group 2/4/2015 Transfer Application**

<i>Name and Address</i>	<i>Tax Map Lot Number</i>	<i>Certified Mailing Number</i>
LISBON ABUTTERS LIST		
State of Maine State House Station #16 Augusta, ME 04333	U01-001-A U05-010 U05-231 U06-35	70122210000256952972
Town of Lisbon 300 Lisbon Street Lisbon, ME 04250	R01- 23 R06-2	70122210000256952989
Miller Industries, Inc. P.O. Box 97 Lisbon Falls, ME 04252	U05-013	70122210000256952965

<i>Name and Address</i>	<i>Tax Map Lot Number</i>	<i>Certified Mailing Number</i>
DURHAM ABUTTER LIST		
Downeast Timberlands Co. Division of Hearst 23 ½ East Main Street Machias, ME 04654	004-003	70122210000256952996
Jonathan M. Snell and Amber L. Snell 780 Newell Brook Road Durham, ME 04222	005-28A	70122210000256953009

<i>Name and Address</i>	<i>Tax Map Lot Number</i>	<i>Certified Mailing Number</i>
MUNICIPAL NOTICES		
Town of Lisbon (see above)	NA	70122210000256952989
Town of Durham 630 Hallowell Road Durham, ME 04222	NA	70122210000256953085

PUBLIC NOTICE REQUIREMENTS

The Department requires that an applicant provide public notice describing the location and nature of the activity proposed for approval. The public notice requirements that apply to this application are described in the Certification of Publication below, which must be signed and dated by the applicant or authorized agent.

The following information must be submitted with this form:

- A copy of a completed Notice of Intent to File.
- A list of abutters to whom notice was provided. [For the purposes of public notice of this application, an "abutter" is any person who owns property that is both (1) adjoining and (2) within 1 mile of the delineated project boundary, including owners of property directly across a public or private right of way.]

CERTIFICATION OF PUBLICATION

By signing below, the applicant (or authorized agent) certifies that he or she has:

1. Published a Notice of Intent to File once in a newspaper circulated in the area where the project site is located, within 30 days prior to filing the application;
2. Sent a completed copy of the Notice of Intent to File by certified mail or Certificate of Mailing to abutters, as determined by local tax records or other means, within 30 days prior to filing the application; and
3. Sent a copy of the Notice of Intent to File by certified mail or Certificate of Mailing and filed a duplicate of this application with the town clerk of the municipality(ies) where the project is located, within 30 days prior to filing the application.



Signature of Applicant

2-4-15

Date

Scott Hall, Vice President

Name and title of applicant

If signature is other than that of the applicant, attach letter of agent authorization signed by the applicant.