

OPTION FOR PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS OPTION FOR PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT ("Agreement"), made and entered into this 14th day of October, 2015, by and between Renewable Properties, Inc., with an address of 780 North Commercial Street, Manchester, NH 03101 ("ASSIGNOR"), and Northern Pass Transmission LLC, with an address of 780 North Commercial Street, Manchester, NH 03101 ("OPTION HOLDER" and together with ASSIGNOR, "the Parties").

WHEREAS, OPTION HOLDER desires to have the right to be assigned part of ASSIGNOR's right, title and interest as Tenant under that certain Ground Lease Agreement dated as of October 1, 2012 among Renewable Properties, Inc. and Bayroot LLC ("Lease"), notice of which Lease is recorded in the Coos County Registry of Deeds at Book 1364, Page 456.

NOW THEREFORE, in consideration of one dollar, receipt of which is hereby acknowledged by ASSIGNOR, ASSIGNOR hereby grants, bargains and sells to OPTION HOLDER the exclusive option to cause ASSIGNOR to execute and perform that certain Partial Assignment and Assumption of Lease among ASSIGNOR and Option Holder attached hereto as Exhibit A ("Partial Assignment") with respect to the leased premises which are identified at Exhibit B hereto (the "Premises") and upon the following terms, covenants and conditions:

1. Option Period. The period in which OPTION HOLDER may exercise this Option shall be until December 31, 2018 ("Option Period"), unless extended by mutual written agreement of the Parties on such terms as they shall then agree.. If OPTION HOLDER does not exercise its Option to lease the Premises before the end of the Option Period, this Option shall terminate and be null and void, unless extended by mutual, written consent of both ASSIGNOR and OPTION HOLDER.
2. Option Exercise. To exercise this Option during the Option Period, OPTION HOLDER shall deliver to ASSIGNOR written notice of OPTION HOLDER's exercise of its Option, by certified letter at ASSIGNOR's address cited herein and within five (5) business days following receipt of said notice, ASSIGNOR shall execute the Partial Assignment as Assignor and deliver an original executed and witnessed signature page for OPTION HOLDER's counter-execution as Assignee.
3. Recording; Remedy; Specific Performance. The Parties agree that a notice of this Agreement shall not be recorded in any registry of deeds but that ASSIGNOR's default in performance of its obligations hereunder shall entitle OPTION HOLDER to specific performance of the Partial Assignment.
4. Assignment; Broker. This Agreement may be assigned by OPTION HOLDER at any time to an affiliate of OPTION HOLDER without the prior consent of or notice to ASSIGNOR. The Parties represent to each other that they have involved no real estate agents, brokers or other commissioned agents in this transaction or the Lease addressed hereunder.

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5. Access To The Premises. Upon execution of this Agreement ASSIGNOR endeavors to provide OPTION HOLDER with non-exclusive access to the Initial Leased Premises under the Lease for Resource Evaluations as contemplated under S. 1.2 of the Lease and shall seek Bayroot LLC's prior consent to OPTION HOLDER's access.
6. Choice Of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.
7. No Waiver; Binding Effect. If any provision of this Agreement including the Lease addressed hereunder shall be to any extent invalid or unenforceable the remainder application to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision shall be valid and be enforced to the fullest extent permitted by law. The conditions and agreements in this Agreement including the Lease to be kept and performed by the Parties shall be binding upon and inure to the benefit of said respective Parties, their legal representatives, successors and assigns, and the same shall be construed as covenants running with the Premises.

Remainder of Page Intentionally Left Blank.

EXECUTED effective as of the date first written above.

ASSIGNOR:

Renewable Properties, Inc.

James A. Munte

STATE OF CT  
COUNTY OF Hartford

Then personally appeared the above-named James A. Munte  
President of Renewable Properties, Inc. and acknowledged the foregoing instrument to be  
his/her/their free act and deed in his/her/their said capacity, and the free act and deed of said  
corporation. Before me,

Lynn M. Mancini  
Notary Public  
Lynn M Mancini  
Printed Name

My Commission Expires: 4-30-2017

OPTION HOLDER:

Northern Pass Transmission LLC

Leon J. Oliver

STATE OF CT  
COUNTY OF Hartford

Then personally appeared the above-named Leon J. Oliver  
Chairman of Northern Pass Transmission LLC and acknowledged the foregoing instrument  
to be his/her/their free act and deed in his/her/their said capacity, and the free act and deed of said  
corporation. Before me,

Donna Lynne Williams  
Notary Public  
Donna Lynne Williams  
Printed Name

My Commission Expires: 11/30/16

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and Renewable Properties, Inc.

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## EXHIBIT B – LEGAL DESCRIPTION OF THE LEASE PREMISES

Certain real property situated in the Town of Dummer and in the unincorporated places of Dixville (sometimes referred to as a Town or Township), Millsfield, and Dix Grant, all in Coos County, New Hampshire, described as follows:

### DUMMER

Certain tracts of land situated in the Town of Dummer, Coos County, in the State of New Hampshire, estimated in 1980 to contain about 14,315 acres and identified as follows:

1. Part of lot 23; the east half of Lot 50; Lots 66 and 67; the northeast part Lot 71; that part of Lot 73 east of the highway;
2. Lots 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101 and 102;
3. Lots 104, 105, 106, 107 and 108;
4. the northeast corner of Lot 111;
5. Lot 113;
6. Lots 115, 116, 117 and 118;
7. the west half of Lot 119;
8. Lots 122, 123, 124 and 125;
9. Lots 128, 129, 130, 131, 132, 133, 134, 135 and 136;
10. Lots 138 and 139;
11. Lot 142;
12. Lots 144 and 145;
13. the east half of Lot 146;
14. that part of Lot 148 West of the County Road (excepting a piece sold to W.E. Corbin by deed of Brown Company, Coos County Records, Book 337, Page 67);
15. that part of Lots 149 and 150 West of the County Road;

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16. Lots 151 and 152;
17. Lot 154;
18. that part of Lot 155 lying south and east of Eastman Road;
19. that part of Lot 157 east of land formerly of Philbrook and south of the highway from Milan Corner to Errol; also that part of Lot 157 West of the road to West Milan and west of the county road from Milan to Errol;
20. that part of Lot 158 west of the county road;
21. the small corner of Lot 159 which lies southwest of the county road from Milan to Errol;
22. that part of Lot 163 north and west of the county road;
23. Lot 164;
24. Lot 167;
25. Lots 170 and 171;
26. Lots 173, 174, 175, 176, 177, 178, 179 and 180;
27. the east half of Lot 181;
28. Lots 183, 184, 185, 186, 187, 188 and 189;
29. the northwest corner of Lot 205;
30. also 10 acres on the north side of East River Road in Lots 205 and 206;
31. the southwest corner of Lot 206;
32. that part of Lots 208 and 209 lying west of an established line somewhat east of the river;
33. the southwest corner of Lot 210;
34. that part of Lots 210 and 211 east of the river and west or northwest of an established line;
35. also that part of Lot 211 east of the public road as traveled in 1889, north of premises formerly of Charles Howard, bounded easterly and southerly by the east bank of the river, together with all interest in said road and river opposite and all interest in the islands, including the west part of the "Largest Island in Newhall Bay";
36. that part of Lot 212 west of land formerly of John Chandler and east and south of the public road as traveled in 1889;

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37. Lots 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227 and 228;
38. that part of Lot 229 south of the center of the Berlin-Errrol road as traveled in 1889 and east of land conveyed to E. S. Coe et als. by Wentworth heirs in 1889; also that part of Lot 229 on the northerly side of said road and along Newhall Brook;
39. that part of Lot 230 which lies northerly of the south bank of the Androscoggin River, together with islands opposite said bank, including the east part of the "Largest Island in Newhall Bay";
40. also that part of Lot 230 south of the river;
41. Lot 254;
42. part of Lot 255, pieced together from several sources, excepting portions heretofore conveyed out;
43. part of Lot 256, being the remaining portion not heretofore conveyed out;
44. Lot 257 (believed but not guaranteed to be intact);
45. Lots 258, 259 and 260;
46. Lots 261, 262, 263, 264 and 265 (excepting several camp lots sold by Albert M. Bean to the Treamer Family);
47. Lots 266 and 267;
48. Lots 269, 270, 271 and 272;
49. Lots 275, 276, 277, 278 and 279;
50. the east half of Lot 280; and
51. the northwestern portion of Lot 71, the southern half of Lot 71, and the east half of Lot 70 as more particularly described in the Quitclaim Deed of Daniel J. Forbush to Oxford Paper Company dated May 28, 1992, and recorded at Book 795, Page 448.

EXCLUDING, however, from said real property in Dummer, the following:

Excluding from the aforesaid the premises of Bayroot situated in Dummer, those premises conveyed by (i) quitclaim deed of Bayroot LLC to Granite Reliable Power, LLC, dated August 22, 2011 and recorded in the Coos County Registry of Deeds at Book 1333, Page 455, and (ii) quitclaim deed of Bayroot LLC to Granite Reliable Power, LLC, dated August 24, 2011, and recorded the Coos County Registry of Deeds at Book 1333, Page 647.

- a. A parcel of 9.4 acres, ± west of Route 16 in the Town of Dummer, as shown on Plan No. 3556, together with an adjacent parcel of 0.29 acres, ± shown on said plan as Power Line Easement Area, as conveyed by Quitclaim Deed of Bayroot LLC to Granite Reliable Power, LLC, dated August 22, 2011 and recorded in the Coos County Registry of Deed at Book 1333, Page 455. [Sometimes referred to collectively as Switchyard parcel].
- b. A parcel of 6.37 acres, ± on a private road called Dummer Pond Road in the Town of Dummer, as shown on Plan No. 3558, excepting and reserving a Reserved Right of Way Easement as conveyed by Quitclaim Deed of Bayroot LLC to Granite Reliable Power, LLC, dated August 21, 2011 and recorded in the Coos County Registry of Deeds at Book 1333, Page 467. [Sometimes referred to as Substation parcel]

Meaning and intending to describe that portion of the property described in the deed of MeadWestvaco Oxford Corporation to Bayroot LLC dated November 21, 2003, recorded in the Coos County Registry of Deeds at Book 1061, Page 952, which is located in the Town of Dummer, excepting the parcels conveyed out to Granite Reliable Power, LLC, as stated above.

## DIXVILLE

**Tract I:** That part of Dixville in the County of Coos, State of New Hampshire lying east of a line drawn on the height of land dividing Clear Stream on the east and the Mohawk River on the west, said line running from Erving Location on the south in a northerly and westerly direction to the division on easterly line of Colebrook said portion being bounded on the west in part by Colebrook and Stewartstown, on the north by Clarksville, on the east by Dix's Grant, so-called, and Wentworth's Location and on the south by Millsfield. Meaning to convey all of the township sold by the State of New Hampshire in 1809 to Timothy Dix as Township #2 except that portion lying west of the highlands of the Notch. Saving and reserving... the tract of land called the Mountain or Notch Lot described and bounded as follows:

Commencing at the east at a white maple twelve inches in diameter near the brook, then

1. S 60° W 20 rods to a fir tree four inches in diameter on a ledge in the road, thence
2. west 100 rods to a fir tree seven inches in diameter on the top or height of land on the first range of hills on the southerly side of the road to the westerly line of the land hereby conveyed; thence
3. on said line about 180 rods to the height of land or top of land first range of hills easterly to a fir tree ten inches in diameter about five rods above the Flume, thence
4. south to the first-mentioned bound.

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FURTHER EXCLUDING, however, from said Dixville property:

- a. the lot of land lying east of the last-mentioned Notch lot, known as the Whittemore Opening, being the land formerly cleared and occupied by one Whittemore, as a farm;
- b. a strip of land 66 feet wide and 3,178 feet long conveyed by Brown Company to the State of New Hampshire by deed dated April 26, 1948, recorded Coos County Records, Book 362, Page 218; and
- c. and a 0.4 acre strip of land 100 by 390 conveyed by Brown Company to the State of New Hampshire by deed dated September 5, 1952, recorded Coos County Records Book 394, Page 76.

**Tract II:** A certain tract or parcel of land situated in Dixville, in Coos County, State of New Hampshire and being the premises conveyed to Berlin Mills Company by deed of Turners Falls Lumber Company by deed dated October 15, 1901, recorded Coos County Records Book 108, Page 244.

FURTHER, EXCLUDING, however, from Tracts I and II so much of the same as were conveyed by Brown Company to The Balsams Corp. by deed dated May 1, 1964, recorded Coos County Records Book 478, Page 397.

**Tract III:** That part of Dixville Notch known as the Notch Lot. Excepting and reserving the "Whittemore Burying Ground" as now fenced, and a strip 3 feet in width of side, of and around said fence.

**Tract IV:** A certain tract of land situated in the Township of Dixville in said County and State, bounded on the west by Notch Lot, so-called, and on the south, east and north by land of said Brown Company, formerly known as the Berlin Mills Company and known as the Whittemore Opening.

FURTHER EXCLUDING, however, from said Dixville property the following tracts which have been conveyed out:

- a. Land conveyed by Berlin Mills Company to Henry S. Hale by deed dated October 15, 1901, recorded Coos County Records Book 108, Page 250.
- b. Land conveyed by Berlin Mills Company to Henry S. Hale by deed dated October 15, 1901, recorded in Coos County Records Book 108, Page 254.
- c. Land conveyed by Trustees of Brown Company to the State of New

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Hampshire by deed dated January 2, 1937, recorded Coos County Records Book 289, Page 316.

- d. Land conveyed by Brown Company to State of New Hampshire by deed dated January 31, 1956, recorded Coos County Records Book 420, Page 162.
- e. Land conveyed by Brown Company to State of New Hampshire by deed dated January 7, 1960, recorded Coos County Records Book 451, Page 93.
- f. Land conveyed by Boise Cascade Corporation to Tillotson Corporation as described in the Quitclaim Deed dated December 4, 1980, recorded Coos County Registry of Deeds in Book 635, Page 440.

Meaning and intending to describe that portion of the property described in the deed of MeadWestvaco Oxford Corporation to Bayroot LLC dated November 21, 2003, recorded in the Coos County Registry of Deeds at Book 1061, Page 952, which is located Dixville, so-called.

### **MILLSFIELD**

Those certain tracts of land in the unincorporated place known as Millsfield, in the County of Coos and State of New Hampshire, being more particularly identified as follows:

1. In Range 1: all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, and that portion of Lot 12 easterly of the Division Line; and that portion of Lot 13 easterly of the Division Line;
2. In Range 2: all of Lots 4, 5, 6, 7, 8 and 9; Lot 10 excepting any portion thereof lying westerly of the Division Line; that portion of Lot 11 lying easterly of the Division Line, and that portion of Lot 12 lying easterly of the Division Line;
3. In Range 3: all of Lots 6, 7, and 8; Lot 9 excepting any portion thereof, if any, lying westerly of the Division Line; and that portion of Lot 10 lying easterly of the Division Line;
4. In Range 4: all of Lots 6, 7, and 8; that portion of Lot 9 lying easterly of the Division Line; and that portion of Lot 10 lying easterly and southeasterly and easterly and northeasterly by the Division Line;
5. In Range 5: all of Lots 5, 6, 7, 8 and 9; that portion of Lot 10 easterly of the Division Line; and that portion of Lot 11 lying easterly and northeasterly of the Division Line;
6. In Range 6: the northerly three-quarters of Lots 3 and 4; all of Lots 5, 6, 7, 8, 9, and 10; Lot 11 excepting the portion westerly of the Division Line, if any; that portion of Lot 12 easterly and northeasterly of the Division Line; that portion of Lot 13 northerly and easterly of the Division Line; and that portion, if any, of Lot 14 lying easterly and northeasterly of the Division Line.

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7. In Range 7: all of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13; and that portion of Lot 14 lying easterly of the Division Line;
8. In Range 8: all of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13; that portion of Lot 14 lying easterly of the Division Line; and that portion of Lot 15, if any, lying easterly of the Division Line;
9. In Range 9: all of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12; all of Lot 13 excepting any portion thereof, if any, lying westerly of the Division Line; and that portion of Lot 14 lying easterly and northeasterly of the Division Line;
10. In Range 10: all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13; that portion of Lot 14 lying easterly and northeasterly of the Division Line; and that portion of Lot 15 lying easterly of the Division Line;
11. In Range 11: the westerly portion of Lot 4; all of Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13; all of Lot 14 excepting the portion, if any, lying westerly of the Division Line; and that portion of Lot 15 lying easterly of the Division Line;
12. In Range 12: the westerly portion of Lot 4; all of Lots 5, 6, 7, 8, 9, 10, 11, 12 and 13; that portion of Lot 14 lying easterly and northerly of the Division Line; and the portion of Lots 15 and 16 lying easterly and northerly of the Division Line;
13. In Range 13: part of Lot 4 and all of Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16;
14. In Range 14: Lots 3 and 4, part of Lot 6; and all of Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16.

EXCLUDING, however, from the above property in Millsfield:

A parcel of 2.39 acres, more or less, taken by the State of New Hampshire for the alteration of Route No. 26, [appearing to affect Lot 4 in Range 13], the land having been taken by condemnation, notice of which was made by a Notice of Condemnation dated April 9, 1973 and recorded at Book 560, Page 71;

FURTHER excluding from the above property in Millsfield these out conveyances by Bayroot LLC:

- a. The property conveyed by Quitclaim Deed of Bayroot LLC to Shawn M. Cote and Victoria L. Cote dated March 20, 2007 recorded at Book 1210, Page 238, and being 1.8 acres, more or less, on the northeasterly side of Route 26, and a portion of Lot 4 Range 14; and
- b. The property conveyed by Quitclaim Deed of Bayroot LLC to the State of New Hampshire, acting through its Fish and Game Department, recorded February 14, 2011, at Book 1321, Page 845, being 762 acres, more or less.

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Meaning and intending to describe that portion of the property described in the deed of MeadWestvaco Oxford Corporation to Bayroot LLC dated November 21, 2003, recorded in the Coos County Registry of Deeds at Book 1061, Page 952, and also including all lands in Millsfield conveyed by release deed of Fort James Corporation to Bayroot LLC, dated October 17, 2011, and recorded Coos County Registry of Deeds at Book 1336, Page 759, excepting the parcels conveyed out by Bayroot to Cote and the State of New Hampshire portions as stated above.

### **DIX GRANT**

The tract of land known as the "Dix Grant" (also referred to as Dixs Grant or Dix's Grant) in the County of Coos and State of New Hampshire, bounded on the west by No. 2 of Dixville, on the north by Dartmouth College First Grant and state land, on the east by Dartmouth College Second Grant, and on the south by Wentworth's Location.

Meaning and intending to describe that portion of the property described in the deed of MeadWestvaco Oxford Corporation to Bayroot LLC dated November 21, 2003, recorded in the Coos County Registry of Deeds at Book 1061, Page 952, which is located in the unincorporated place of Dix Grant.