

OPTION TO PURCHASE AGREEMENT

This **OPTION TO PURCHASE AGREEMENT** (this “**Purchase Option**”), is made this ____ day of _____, 2020 (the “**Effective Date**”), by and between City of Berlin, a municipality within the County of Coos and State of New Hampshire having a mailing address of 168 Main Street, Berlin NH 03570 (the “**Grantor**”) and Great Lakes Hydro of America, LLC, a Delaware limited liability company, whose address is c/o Brookfield Renewable, 200 Liberty Street, 14th Floor, New York, NY 10281, (the “**Grantee**”). Grantor and Grantee may be individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, Grantor is the fee owner of certain real property situated in the City of Berlin, Coos County, New Hampshire, on the westerly side of the Androscoggin River and easterly side of Main Street, which parcel of land is bisected by the rail corridor operated by the St. Laurence & Atlantic Railroad (and now believed to be owned by the State of New Hampshire) (the “**Railroad**”), identified by the City of Berlin as Tax Map 129, Parcel 49 or 129-49-30 (the “**Property**”) consisting of approximately 4.7 acres. The Property is described as “Lot 3” on that certain plan entitled “Minor Subdivision of Fraser NH LLC – Tax Map 129, Lot 49 – Main St.” prepared by York Land Services, LLC and recorded at the Coos County Registry of Deeds (“**the Registry**”) as Plan #3245, and more particularly in Exhibit A, attached hereto and incorporated herein;

WHEREAS, Grantee desires to acquire a 3.83 +/- acre portion of the Property sufficient for its Business Purposes as defined below. To this end, the Grantee is willing to take all necessary steps to facilitate the subdivision of the Property and merge the acquired portion through a Lot Line Adjustment with the adjacent parcel held by the Grantee. The subdivided and merged portion would retain an easement over the front .87 acres (retained by the Grantor following the subdivision) for the purposes of parking, ingress and egress for the acquired portion.

WHEREAS, Grantee desires to construct and operate a “battery” energy storage facility on the Property (“**Facility**”) in partnership with other entities (“the Business Purposes”), and wishes to secure the right to purchase the Property in the event Grantee determines that the Property is suitable for the Facility; and

WHEREAS, Grantee seeks from Grantor, and Grantor wishes to grant to Grantee, an exclusive option to enter into a purchase agreement for the Property, or a portion thereof, (a “**Purchase Agreement**”), which Purchase Agreement will contain all of those terms stated on the Term Sheet set forth in Exhibit B (the “**Term Sheet**”). Grantee and Grantor agree to negotiate in good faith to sign a mutually-agreeable Purchase and Sale Agreement within ninety (90) days after full execution of this Purchase Option. The parties also agree that a condition of the Closing of that Agreement will be the execution of a mutually-agreeable Payment-in-lieu-of-tax (“**PILOT**”) Agreement.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Option Term & Payment.**

- a) Grant of Option. Subject to the terms and conditions of this Purchase Option, Grantor hereby irrevocably grants to Grantee an exclusive right and option (the “**Option**”) to

purchase all of Grantor's right title and interest in the Property, or such portion of the Property as Grantee may designate, during the Option Period.

- b) Option Period. The option period commences on the Effective Date and shall continue for a period of one (1) year ("**Option Period**").
- c) Option Payment. As consideration for the Option, Grantee shall pay to Grantor the non-refundable sum of ten thousand dollars (\$10,000) within thirty (30) days of the Effective Date (the "**Option Payment**"). The full amount of Option Payment made shall be applied to the price of the Property under the Purchase Agreement.
- d) Option Period Extension. Grantee shall have the option to extend the Option Period for one (1) additional six (6) month period following the expiration of the Option Period (an "**Option Period Extension**"). No later than thirty (30) days prior to the expiration of the Option Period, Grantee shall provide Grantor written notice of its intent to exercise the Option Period Extension. The Parties further agree to negotiate in good faith for further extensions and extension payments in the future should the Grantee require additional time to complete development and permitting activity; however, the parties acknowledge and agree that any such further extensions would have to be approved at the sole discretion of the then-serving City Council.
- e) Option Period Extension Payment. If Grantee exercises the Option Period Extension, as consideration for such Option Period Extension, Grantee shall pay to Grantor the sum of fifteen thousand dollars (\$15,000) prior to the expiration of the Option period (the "**Option Period Extension Payment**"). The Option Period Extension Payment made shall be non-refundable to Grantee but shall be applied to the price of the Property under the Purchase Agreement.

2. **Option Terms**. Grantor and Grantee agree to the following option terms:

- a) Delivery and Execution of Purchase Agreement. Upon or promptly after Grantee's exercise of the Option, Grantee shall deliver to Grantor a form of Purchase Agreement. Within thirty (30) days following Grantee's exercise of the Option pursuant to Section 2(b) below, Grantee and Grantor shall execute a Purchase Agreement applicable to the Property or portion thereof for which Grantee has exercised the Option. Grantee and Grantor shall work in good faith to negotiate the final terms of the Purchase Agreement during such thirty (30) day period, provided, however, that the Purchase Agreement shall reflect the terms set forth in the Term Sheet.
- b) Exercise of Option. Grantee may, but is not obligated to, exercise the Option by providing notice to Grantor on or before the expiration of the Option Period or Option Period Extension (the "**Notice of Exercise**") stating that Grantee has elected to exercise the Option and specifying (i) whether Grantee is exercising the Option with respect to the entire Property or only a portion thereof (and, if only a portion thereof, then also specifying the approximate boundaries of such portion of the Property, but not necessarily including access rights or easements over the balance of the Property), and (ii) the date on which the closing of the purchase will occur (which date shall be no more than ninety (90) days after the date of the Notice of Exercise). Once Grantee exercises the Option, no further Option Payments are due. If Grantee fails to deliver the Notice of Exercise on or before the expiration of the Option Period or Option Period Extension, as applicable, this Purchase Option shall terminate in which event Grantee shall forfeit all Option Payments paid prior

to the date of termination and both Parties shall be released from all obligations hereunder except for those specified to survive the termination of this Purchase Option.

- c) Termination. Grantee shall have the right at any time to terminate this Purchase Option at any time by giving written notice of such termination to Grantor. Once Grantee terminates this Purchase Option, Grantee and Grantor shall have no further obligations to one another regarding this Purchase Option or with respect to the Property except for those specified to survive the termination of this Purchase Option. Any and all Option/Option Extension Payments shall remain the sole property of Grantor.
 - d) Grantor Disturbances. Except as expressly provided herein, Grantor shall not undertake any development of the Property in any form during the term of this Purchase Option (including any Option Period Extension) without the express written consent of Grantee. Grantor shall coordinate with Grantee prior to conducting or permitting any activities on the Property, including hunting or farming, that may interfere with or create a dangerous environment for Grantee's activities, as described in Section 2(e).
 - e) Inspections and Testing. Grantee and its representatives, agents and contractors shall have the right to enter upon the Property to perform inspections and conduct such non-destructive testing as Grantee may reasonably require for the purposes of determining the suitability of the Property for the Facility including, but not limited to, surveying and conducting soil and geotechnical testing of the Property. Grantee will provide a minimum 10-day prior notice of required site access and will coordinate scheduling and testing activities with Grantor. All data, analyses and other proceeds from such inspections and testing shall be the sole property of Grantee. Grantee shall restore the Property to its original condition after any such inspections or testing performed by Grantee or its representatives, agents and contractors are completed, excepting reasonable wear and tear including reimbursement for crop damage at market commodity rates. Grantee hereby agrees to indemnify and hold Grantor harmless from any and all damages, claims, expenses and losses, including any and all reasonable and necessary attorneys' fees, resulting from any injuries or other losses incurred by Grantee, its representatives, agents and contractors associated with such entry upon the Property and/or the inspections and testing resulting therefrom. Grantee further agrees to restore the Property to its current condition following any such inspection and/or testing as may be reasonable and necessary at the sole discretion of Grantor.
 - f) Title Report. Grantee shall have the right to obtain and review, at Grantee's cost, a title report and/or title commitment for the Property. Grantor shall provide reasonable cooperation with Grantee in relation to the foregoing.
 - g) Authorization. Grantor represents that it has the right to authorize the activities set forth in Section 2(e) above.
3. **Exclusivity of Option; Covenants of Grantor Regarding Transfer**. Grantor shall not enter into a lease agreement, or any option to lease, affecting the Property with any other party prior to the expiration or termination of this Purchase Option without the prior written approval of Grantee, which shall not be unreasonably withheld. This Purchase Option is exclusive and exists solely for the benefit of the named Parties and their respective successors and assigns. Grantee may freely assign this Purchase Option. Grantee may record a memorandum of this Purchase Option at any time during the Option Period. Grantor covenants that any transfer of the Property by Grantor

during the Option Period or Option Period Extension shall be made subject to this Purchase Option and that Grantor shall provide prior notice to Grantee of any such transfer.

4. **Remedies Upon Default.** If Grantor defaults under this Purchase Option, including the obligation to enter into a Purchase Agreement in accordance with Section 2(a), then in addition to any other remedies available to Grantee at law or in equity, Grantee may (i) terminate this Purchase Option by giving written notice of the termination to Grantor or (ii) in light of the unique nature of the Property, seek injunctive relief and specific performance of Grantor's obligations hereunder.
5. **Grantor's Representations and Warranties.** Grantor hereby represents and warrants that:
 - a) Grantor holds one hundred percent (100%) of the ownership interest in and to the Property, is the sole owner of the Property and holds fee simple title to the Property, subject to such easements of record as may be recorded at the Registry and as may be documented as the result of this transaction.
 - b) Other than those agreements listed on Exhibit C hereto (collectively, the "**Existing Leases**"), Grantor has not entered into any other lease, option to lease, purchase agreement, option to purchase or any rights of first refusal with respect to the Property (or any portion thereof), or any other agreement or understanding that in any way interferes with Grantee's rights hereunder. The Existing Leases will not interfere with the rights granted to Grantee under this Purchase Option.
 - c) The Property is not subject to (i) any mortgages, deeds of trust, liens, security interests or other foreclosable instruments except those set forth on Exhibit C hereto (collectively, "**Owner's Mortgages**"), (ii) any tax or judgement liens or (iii) any easements, servitudes or other encumbrances that could materially interfere with Grantee's intended use of the Property for energy storage, delivery and sale. Upon closing of the Purchase Agreement, Grantor will pass title to the Property, or the applicable portion thereof, to Grantee free and clear of any encumbrances.
 - d) Grantor has provided to Grantee all information in its possession regarding the zoning classification of the Property.
 - e) To the Grantor's knowledge, after due inquiry, the Property is not in violation of any federal, state or local law, rule or regulation, whether related to zoning, environmental matters, or otherwise. Grantor has not received any communication from any governmental authority that the Property may be in violation of any of the foregoing.
 - f) To Grantor's knowledge, after due inquiry, there have been no releases of any hazardous materials (as defined by applicable law) on or affecting the Property.
6. **Documentation Relating to the Property.** Within ten (10) days after the Effective Date, Grantor shall provide access to Grantee at City Hall to copies of all title reports, environmental studies and reports, engineering reports, surveys, soil or geological tests, permits, contracts, agreements, and approvals from governmental authorities relating to the Property, if any, that are within Grantor's possession or control.
7. **No Commissions.** No real estate commissions or any other commissions shall be paid in connection with this transaction. Grantor shall indemnify and hold harmless Grantee against any third-party claims for any such commission.
8. **Cooperation.** Grantor shall reasonably cooperate with Grantee as Grantee may reasonably require with respect to seeking or applying for any approvals, permits or authorizations during the Option Period or Option Period Extension; however, the Parties expressly acknowledge and agree that the City's Planning Board, Zoning Board of Adjustment, and Building Inspector/Code Enforcement

Officer are independent Boards or officers and that Grantee will have to file any and all necessary applications for all required approvals just like any other person or entity in the City.

9. **Acknowledgements.** The Parties are executing this Purchase Option voluntarily and without any duress or undue influence. The Parties have carefully read this Purchase Option and have had the opportunity to make any inquiries needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy. The Parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Purchase Option. Both Parties agree to keep all terms of this Purchase Option confidential (other than as may be required with respect to filing a memorandum of this Purchase Option) and neither Party shall disclose any terms of this Purchase Option to any third parties without the prior written consent of the other Party.
10. **Timing.** Time is of the essence in this Purchase Option.
11. **Binding Agreement.** This Purchase Option shall be legally binding upon the Parties upon signature by both Parties. Each Party represents and warrants that it has full authority to execute and enter into this Purchase Option.
12. **No Obligation to Exercise Option.** Grantee has the right, but no obligation to exercise the Option. Unless and until a Purchase Agreement is executed, Grantee has no obligation to pay the purchase price described on Exhibit B.
13. **Governing Law.** This Purchase Option, and any subsequent Purchase Agreement, shall be governed by and construed in accordance with the laws of the State of New Hampshire, without regard to its conflict of laws principles.
14. **Purchase Agreement Controlling.** In the event a conflict arises between the terms and conditions of the Purchase Agreement and this Purchase Option, the Purchase Agreement shall control.
15. **Counterparts.** This Purchase Option may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same document. Transmission by facsimile or electronic transmission by pdf of an executed counterpart of this Purchase Option shall be deemed to constitute due and sufficient delivery of such counterpart.
16. **Entire Agreement; Modification.** This document sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersedes all prior discussions between the Parties. No modification of or amendment to this Purchase Option, nor any waiver of any rights under this Purchase Option, will be effective unless in writing signed by the Party to be charged.
17. **Waiver.** If either Party fails to require the other to perform any term of this Purchase Option, that failure does not prevent the Party from later enforcing that term. If either Party waives the other Party's breach of a term, that waiver is not treated as a continuing waiver or otherwise as waiving a later breach of that term.
18. **Waiver of Consequential Damages.** IN NO EVENT SHALL GRANTEE BE LIABLE TO GRANTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES OR LOST PROFITS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY EVEN IF ADVISED OF SUCH A POSSIBILITY.

19. **Rights and Remedies Cumulative.** To the extent permitted by law, the rights and remedies in this Purchase Option are cumulative and not exclusive of any other right or remedy that might be available under this Purchase Option, at law or in equity.
20. **Notices.** Any notice, request or demand required or permitted to be given pursuant to this Purchase Option shall be in writing and delivered by hand or messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), sent by United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Section 19. Any such notice, request or demand so given shall be deemed given on the day it is received by the recipient.

Grantor: James A. Wheeler, City Manager
Berlin City Hall
168 Main St.
Berlin, NH 03570
jwheeler@berlinnh.gov

With Copies to:
Pam Laflamme, City Community Development Director
plaflamme@berlinnh.gov

and

Christopher L. Boldt, Esq.
Donahue, Tucker & Ciandella, PLLC
164 NH Route 25
The Towle House, Unit 2
Meredith, NH 03253
cboldt@dtclawyers.com

Grantee: Great Lakes Hydro America, LLC
c/o Brookfield Renewable
200 Liberty Street, 14th Floor, New York, NY 10281
Attn: Jacob Pollack - General Counsel - US
Email: Legal.department.na@brookfieldrenewable.com

With a copy to:
Attn: Jason Spreyer
Email: Jason.spreyer@brookfieldrenewable.com

21. **No Third-Party Beneficiaries.** No provision of this Purchase Option is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Purchase Option, or of any one or more of the terms of this Purchase Option, or otherwise give rise to any cause of action in any person not a party to this Purchase Option.
22. **Relationship of Parties.** The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Purchase Option shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Grantor and

Grantee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Grantor and Grantee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

23. **Memorandum of Option.** Grantee shall have the right, but not the obligation, to record the Memorandum of Option attached hereto as "Exhibit D" at the Registry at Grantee sole expense. If Grantee fails to timely exercise this Option and any extension thereof and/or to close on any subsequent Purchase and Sales Agreement, then Grantee shall immediately sign a Release of Option in the form to be provided by Grantor, which Release shall be recorded at the Registry at Grantor's sole expense.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and Grantee have each executed this Purchase Option in several counterparts, each of which is deemed an original, as of the Effective Date.

GRANTOR:

By: _____ [Seal]
Name: James A. Wheeler, City Manager
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF COOS

I certify that James A. Wheeler, City Manager for the City of Berlin, NH, duly authorized, personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purposes stated therein.

Date: _____

(Official Seal)

Official Signature of Notary

_____, Notary Public
Notary's Printed or Typed Name

My commission expires: _____

[Grantor's Signature Page to Purchase Option]

GRANTEE:

By: _____

Name:

Title:

_____ County, New York

I certify that _____ personally appeared before me this day, acknowledging to me that he/she signed the foregoing document on behalf of [name of entity].

Date: _____

(Official Seal)

Official Signature of Notary

_____, Notary Public
Notary's Printed or Typed Name

My commission expires: _____

By: _____

Name:

Title:

_____ County, New York

I certify that _____ personally appeared before me this day, acknowledging to me that he/she signed the foregoing document on behalf of [name of entity].

Date: _____

(Official Seal)

Official Signature of Notary


_____, Notary Public
Notary's Printed or Typed Name

My commission expires: _____

[Grantee's Signature Page to Purchase Option]

**Exhibit A
Property Description**

1. Address and/or Tax Map Identification #: Tax Map 129, Parcel 49 or 129-49-30
2. Legal Description of Property: Insert description from Quitclaim Deed provided by City of Berlin

Doc # 0001468 Mar 31, 2009 11:59 AM
Coos County Registry of Deeds

Carole A. Lamirande, Registrar

TRANSACTION EXEMPT FROM TRANSFER TAX PER RSA 78-B:2, I

QUITCLAIM DEED

Berlin Falls Real Estate LLC, a New Hampshire limited liability company, with a place of business in Colebrook, in the County of Coos and State of New Hampshire, Grantor, for consideration paid grants to the **City of Berlin**, a municipality within the County of Coos and State of New Hampshire having a mailing address of 168 Main Street, Berlin, NH 03570, Grantee, with QUITCLAIM COVENANTS, the following parcel of land:

Certain real property, with any improvements thereon, situate in the City of Berlin, Coos County, New Hampshire, on the westerly side of the Androscoggin River and easterly side of Main Street, which parcel of land is bisected by the rail corridor operated by the St. Lawrence & Atlantic Railroad (and now believed to be owned by the State of New Hampshire) (the "Railroad"), said real property containing 4.7 acres, more or less, and being more-particularly described as "Lot 3" on a certain plan entitled "Minor Subdivision of Fraser NH LLC, Tax Map 129, Parcel 49, Main Street, Berlin, New Hampshire" dated March 12, 2009, prepared by York Land Services, LLC, Drawing Plan No. 09-005, and recorded on March 18, 2009 with the Coos County Registry of Deeds as Plan # 3245 (the "Plan").

Being a portion of the land and premises Berlin Falls Real Estate LLC acquired by Quitclaim Deed of Fraser N.H. LLC dated March 31, 2009 and to be recorded with the Coos County Registry of Deeds.

Excepting and reserving to the Grantor herein, its successors and assigns, for the benefit of Lot 2 as shown on the Plan, an easement over, across, under and through that portion of Lot 3 conveyed herein, consisting of 0.87 acres, more or less, as shown on the Plan (the "Easement Area"), adjoining and adjacent to Lot 2, and lying westerly of the Railroad, northerly of said Lot 2, easterly of Main Street, and southerly of lands now or formerly of Woodlands Credit Union, for access, parking, utilities and drainage, including detention and treatment, together with the right to enter the Easement Area to construct, repair, maintain and replace said access, parking, utilities and water drainage, detention and treatment facilities.

129
49.030

BK1272 PG0219

This conveyance is made subject to the following:

1. Excluding all right, title and interest of Great Lakes Hydro of America, LLC (successor in interest to Brown-New Hampshire, Inc.) in and to lands, dams, hydro-generating stations, transmission lines and facilities, easements, flowage rights, right of ways, et al, conveyed or referenced in:
 - a. the Deed of Brown Company to Brown-New Hampshire, Inc. (later known as James River-New Hampshire Electric, Inc., Crown Vantage-New Hampshire Electric, Inc. and American Tissue-New Hampshire Electric, Inc.), its successors and/or assigns, dated April 30, 1965m, recorded at Book 490, Page 3;
 - b. Easement for Transmission Line and Roads of Fraser N.H. LLC to Great Lakes Hydro America, LLC recorded at Book 1167, Page 573;
 - c. Quitclaim Deed of Fraser N.H. LLC to Great Lakes Hydro America, LLC recorded September 28, 2006 at Book 1190, Page 2;
 - d. Easement Agreement to Confirm and Supplement of Fraser N.H. LLC to Great Lakes Hydro America, LLC recorded September 28, 2006 at Book 1190, Page 23, including but not limited to the access rights to the Riverside Dam Parcel shown on recorded Plan #2688;
 - e. Private Road Crossing Agreement (with Consent of the State of New Hampshire) between St. Lawrence & Atlantic Railroad Company, Fraser N.H. LLC and Great Lakes Hydro America, LLC recorded November 28, 2006 at Book 1197, Page 503;
 - f. any rights and easements for flowage benefiting the hydroelectric operations of Great Lakes Hydro of America, LLC whether held under recorded instruments or otherwise.
2. Subject to the right, title and interest of the State of New Hampshire under the Quitclaim Deed of Androscoggin Riverbed Pursuant to Notice of Offer under RSA 498-A, the Eminent Domain Procedure Act of American Tissue-New Hampshire Electric, Inc. et al to the State of New Hampshire recorded May 31, 2002 at Book 996, Page 319.
3. Subject to the right, title and interest of the State of New Hampshire and/or the St. Lawrence & Atlantic Railroad for the land and improvements thereon for the rail corridor on which is operated the St. Lawrence & Atlantic Railroad (formerly known as the Grand Trunk Railroad, and/or the Canadian National Railway).
4. Subject to any possible rights of the City of Berlin to renew, maintain, repair, etc. all underground and above-grade water lines and related facilities now owned and operated by the Berlin Water Works and/or Water Department, their successors and/or assigns, in accordance with previous easements and rights of way.
5. Subject to the right to renew, maintain, repair, etc. all underground sanitary sewer and storm drains and related facilities now owned and operated by the City of Berlin, or the departments within said City, their successors and/or assigns, in accordance with previous easements and right of ways.

BK 1272 PG 0220

6. Subject to the right to renew, maintain, repair, etc. all underground and above-ground electric power transmission facilities now owned and operated by the Public Service Company of New Hampshire, its successors and/or assigns, as stipulated in previous easements and right of ways.

7. Subject to the right to renew, maintain, repair, etc. all underground and above-grade telephone lines and operating facilities now owned and operated by the New England Telephone Company, its successors and/or assigns, as stipulated in previous easements and right of ways.

8. Subject to flood rights and easement granted by Berlin Mills Company and Burgess Sulphite Fibre Company to International Paper Company dated July 13, 1914 recorded at Book 171, Page 44.

9. Subject to riparian rights and rights of others thereto entitled in and to the continuous and uninterrupted flow of the Androscoggin River, brooks, streams and ponds.

10. Subject to the lien, if any, for change of use tax under RSA 79-A, to the extent the property is in current use assessment under the following recorded notices or otherwise:

- a. Berlin – Book 649, Pages 546 and 547 – filed in the name of James River Corporation.
- b. Berlin – Book 712, Page 3 – filed in the name of James River Corp.

11. Subject to a 50-foot wide access easement leading from Main Street to land and premises now or formerly of Great Lakes Hydro America, LLC, as described in the Quitclaim Deed of Fraser N.H. LLC to Great Lakes Hydro America, LLC dated September 28, 2006 and recorded with the Coos County Registry of Deeds at Book 1190, Page 2 and more-particularly shown on the Plan.

12. Easement Agreement for Railroad Spur Track between Fraser N.H. LLC and PJPD Holdings, LLC dated December 23, 2008 and recorded with the Coos County Registry of Deeds at Book 1265, Page 1.

The land and premises conveyed herein are also subject to and benefitted by (i) the terms of the “Covenant Not to Sue in Re: Acquisition of Berlin/Gorham Mills; The Mt. Carberry Landfill; and Certain Hydroelectric Assets” dated May 30, 2002, recorded at Book 996, Page 331; and (ii) all other easements and rights-of-way of record not specifically mentioned herein.

Reference is hereby made to the aforementioned deed and its record and to the deeds referred to therein and their records in further aid of this description.

This conveyance is noncontractual and is therefore exempt from real estate transfer tax pursuant to RSA 78-B:2 (ix).

BK | 272 Pg 0221

Dated this 31 day of March 2009.

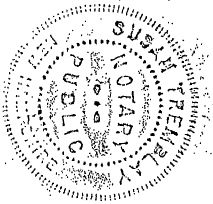
Berlin Falls Real Estate LLC

By: [Signature]
Name: Daniel G. Hebert
Its: Manager, duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CDOOS

This instrument was acknowledged before me on this 31st day of MARCH, 2009 by Daniel G. Hebert, the Manager of Berlin Falls Real Estate LLC. The identity of the subscribing party was determined by (check box that applies and complete blank line, if any):

- My personal knowledge of the identity of said person OR
- The oath or affirmation of a credible witness, Pamela Laflamme (name of witness), the witness being personally known to me OR
- The following identification documents: Driver's license
(driver's license, passport, other).

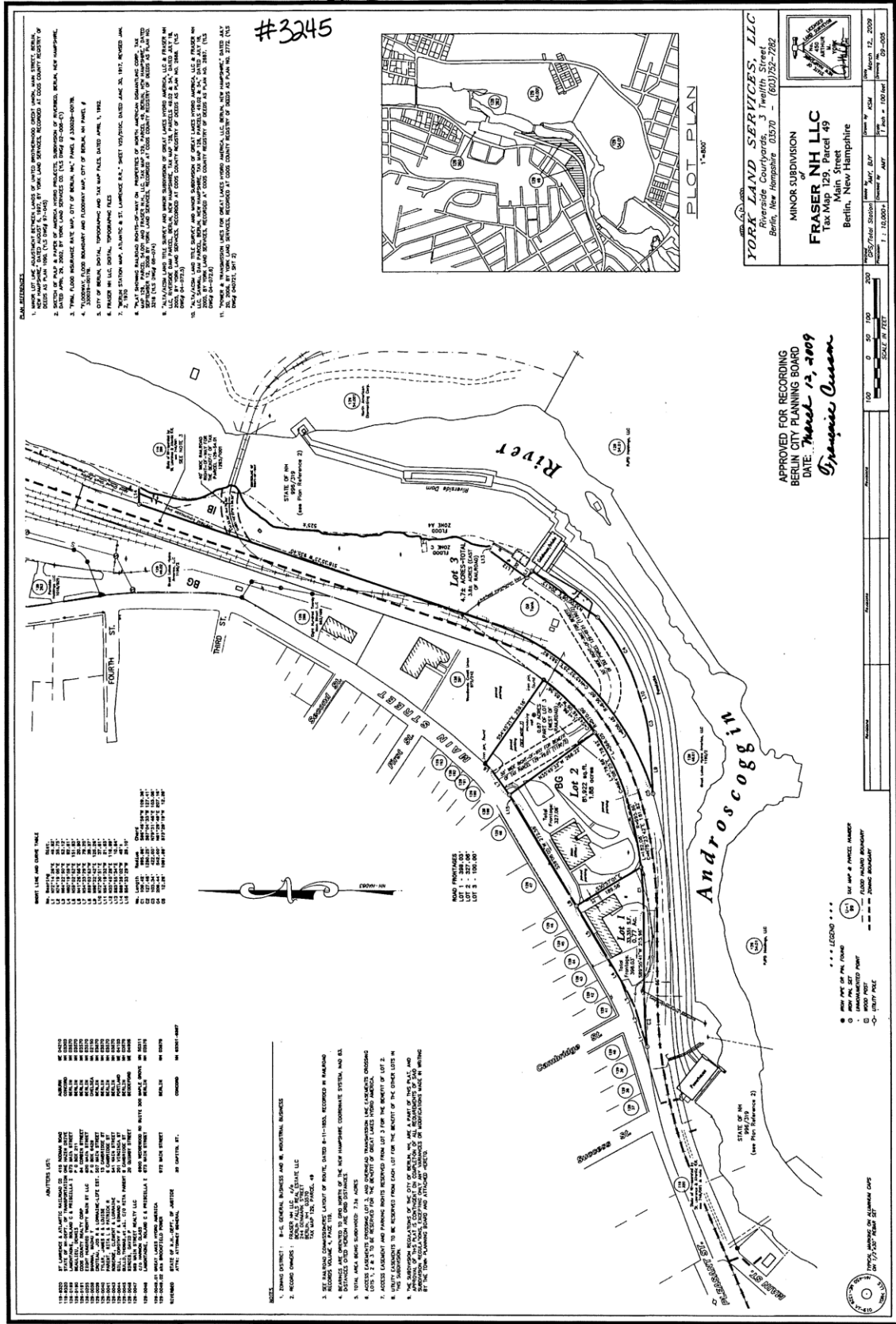


[Signature]
Notary Public/Justice of the Peace
My Commission Expires: 4-21-2009

SUSAN L. TREMBLAY, Notary Public
My Commission Expires April 21, 2009

BK 1272 PG 0222

3. Map/Survey of Property: Insert Deed Map provided by City of Berlin



DATA REFERENCES:

1. MAPS AND SURVEYS OF THE CITY OF BERLIN, NEW HAMPSHIRE, SHOWING THE LOTS AND BLOCKS OF THE CITY OF BERLIN, NEW HAMPSHIRE, AS SHOWN ON THE MAPS AND SURVEYS OF THE CITY OF BERLIN, NEW HAMPSHIRE, DATED AT PLAIN, NEW HAMPSHIRE, ON FEBRUARY 10, 1908 (PLN 108) (PLN 108) (PLN 108)
2. CITY OF BERLIN, NEW HAMPSHIRE, RECORDS, SHOWING THE LOTS AND BLOCKS OF THE CITY OF BERLIN, NEW HAMPSHIRE, AS SHOWN ON THE MAPS AND SURVEYS OF THE CITY OF BERLIN, NEW HAMPSHIRE, DATED AT PLAIN, NEW HAMPSHIRE, ON FEBRUARY 10, 1908 (PLN 108) (PLN 108) (PLN 108)
3. CITY OF BERLIN, NEW HAMPSHIRE, RECORDS, SHOWING THE LOTS AND BLOCKS OF THE CITY OF BERLIN, NEW HAMPSHIRE, AS SHOWN ON THE MAPS AND SURVEYS OF THE CITY OF BERLIN, NEW HAMPSHIRE, DATED AT PLAIN, NEW HAMPSHIRE, ON FEBRUARY 10, 1908 (PLN 108) (PLN 108) (PLN 108)
4. CITY OF BERLIN, NEW HAMPSHIRE, RECORDS, SHOWING THE LOTS AND BLOCKS OF THE CITY OF BERLIN, NEW HAMPSHIRE, AS SHOWN ON THE MAPS AND SURVEYS OF THE CITY OF BERLIN, NEW HAMPSHIRE, DATED AT PLAIN, NEW HAMPSHIRE, ON FEBRUARY 10, 1908 (PLN 108) (PLN 108) (PLN 108)
5. CITY OF BERLIN, NEW HAMPSHIRE, RECORDS, SHOWING THE LOTS AND BLOCKS OF THE CITY OF BERLIN, NEW HAMPSHIRE, AS SHOWN ON THE MAPS AND SURVEYS OF THE CITY OF BERLIN, NEW HAMPSHIRE, DATED AT PLAIN, NEW HAMPSHIRE, ON FEBRUARY 10, 1908 (PLN 108) (PLN 108) (PLN 108)
6. CITY OF BERLIN, NEW HAMPSHIRE, RECORDS, SHOWING THE LOTS AND BLOCKS OF THE CITY OF BERLIN, NEW HAMPSHIRE, AS SHOWN ON THE MAPS AND SURVEYS OF THE CITY OF BERLIN, NEW HAMPSHIRE, DATED AT PLAIN, NEW HAMPSHIRE, ON FEBRUARY 10, 1908 (PLN 108) (PLN 108) (PLN 108)
7. CITY OF BERLIN, NEW HAMPSHIRE, RECORDS, SHOWING THE LOTS AND BLOCKS OF THE CITY OF BERLIN, NEW HAMPSHIRE, AS SHOWN ON THE MAPS AND SURVEYS OF THE CITY OF BERLIN, NEW HAMPSHIRE, DATED AT PLAIN, NEW HAMPSHIRE, ON FEBRUARY 10, 1908 (PLN 108) (PLN 108) (PLN 108)
8. CITY OF BERLIN, NEW HAMPSHIRE, RECORDS, SHOWING THE LOTS AND BLOCKS OF THE CITY OF BERLIN, NEW HAMPSHIRE, AS SHOWN ON THE MAPS AND SURVEYS OF THE CITY OF BERLIN, NEW HAMPSHIRE, DATED AT PLAIN, NEW HAMPSHIRE, ON FEBRUARY 10, 1908 (PLN 108) (PLN 108) (PLN 108)
9. CITY OF BERLIN, NEW HAMPSHIRE, RECORDS, SHOWING THE LOTS AND BLOCKS OF THE CITY OF BERLIN, NEW HAMPSHIRE, AS SHOWN ON THE MAPS AND SURVEYS OF THE CITY OF BERLIN, NEW HAMPSHIRE, DATED AT PLAIN, NEW HAMPSHIRE, ON FEBRUARY 10, 1908 (PLN 108) (PLN 108) (PLN 108)
10. CITY OF BERLIN, NEW HAMPSHIRE, RECORDS, SHOWING THE LOTS AND BLOCKS OF THE CITY OF BERLIN, NEW HAMPSHIRE, AS SHOWN ON THE MAPS AND SURVEYS OF THE CITY OF BERLIN, NEW HAMPSHIRE, DATED AT PLAIN, NEW HAMPSHIRE, ON FEBRUARY 10, 1908 (PLN 108) (PLN 108) (PLN 108)
11. CITY OF BERLIN, NEW HAMPSHIRE, RECORDS, SHOWING THE LOTS AND BLOCKS OF THE CITY OF BERLIN, NEW HAMPSHIRE, AS SHOWN ON THE MAPS AND SURVEYS OF THE CITY OF BERLIN, NEW HAMPSHIRE, DATED AT PLAIN, NEW HAMPSHIRE, ON FEBRUARY 10, 1908 (PLN 108) (PLN 108) (PLN 108)

#3245

PLOT PLAN
1"=100'

YORK LAND SERVICES, LLC
Riverside Courtyards, 3 Twelfth Street,
Berlin, New Hampshire 03570 - (603)752-7282

MINOR SUBDIVISION
FRASER NH LLC
Tax Map 129, Parcel 49
Berlin, New Hampshire

APPROVED FOR RECORDING
BERLIN CITY PLANNING BOARD
DATE: *March 13, 2009*
Dyanne Curran

RECORDED AT GOSS COUNTY REGISTRY OF DEEDS AS PLAN

ADJACENT LOTS:

1. STATE OF NH
2. STATE OF NH
3. STATE OF NH
4. STATE OF NH
5. STATE OF NH
6. STATE OF NH
7. STATE OF NH
8. STATE OF NH
9. STATE OF NH
10. STATE OF NH
11. STATE OF NH
12. STATE OF NH
13. STATE OF NH
14. STATE OF NH
15. STATE OF NH
16. STATE OF NH
17. STATE OF NH
18. STATE OF NH
19. STATE OF NH
20. STATE OF NH
21. STATE OF NH
22. STATE OF NH
23. STATE OF NH
24. STATE OF NH
25. STATE OF NH
26. STATE OF NH
27. STATE OF NH
28. STATE OF NH
29. STATE OF NH
30. STATE OF NH
31. STATE OF NH
32. STATE OF NH
33. STATE OF NH
34. STATE OF NH
35. STATE OF NH
36. STATE OF NH
37. STATE OF NH
38. STATE OF NH
39. STATE OF NH
40. STATE OF NH
41. STATE OF NH
42. STATE OF NH
43. STATE OF NH
44. STATE OF NH
45. STATE OF NH
46. STATE OF NH
47. STATE OF NH
48. STATE OF NH
49. STATE OF NH
50. STATE OF NH
51. STATE OF NH
52. STATE OF NH
53. STATE OF NH
54. STATE OF NH
55. STATE OF NH
56. STATE OF NH
57. STATE OF NH
58. STATE OF NH
59. STATE OF NH
60. STATE OF NH
61. STATE OF NH
62. STATE OF NH
63. STATE OF NH
64. STATE OF NH
65. STATE OF NH
66. STATE OF NH
67. STATE OF NH
68. STATE OF NH
69. STATE OF NH
70. STATE OF NH
71. STATE OF NH
72. STATE OF NH
73. STATE OF NH
74. STATE OF NH
75. STATE OF NH
76. STATE OF NH
77. STATE OF NH
78. STATE OF NH
79. STATE OF NH
80. STATE OF NH
81. STATE OF NH
82. STATE OF NH
83. STATE OF NH
84. STATE OF NH
85. STATE OF NH
86. STATE OF NH
87. STATE OF NH
88. STATE OF NH
89. STATE OF NH
90. STATE OF NH
91. STATE OF NH
92. STATE OF NH
93. STATE OF NH
94. STATE OF NH
95. STATE OF NH
96. STATE OF NH
97. STATE OF NH
98. STATE OF NH
99. STATE OF NH
100. STATE OF NH

Exhibit B
Purchase Agreement Term Sheet

Any agreements to purchase the Property entered into in accordance with Grantee's exercise of the Option shall contain the following terms and conditions, among other reasonable and customary terms:

1. **Purchase Price:** US\$92,000.00 at a purchase price of \$24,000 per acre at 3.83 acres total.
2. **Deed:** The Property will be conveyed by general warranty deed.
3. **Easements:** Grantor shall retain the 0.87 Portion of the Property fronting Main Street, which shall continue to be burdened by an access easement for the benefit of the parcel conveyed herein and Grantee's adjacent lot 129-49.01.

Representations and Warranties: The Purchase Agreement shall contain reasonable and customary representations and warranties by Grantor and Grantee. One such representation and warranty from Grantee that shall survive closing is that, regardless of any State law to the contrary, the parties agree that the "battery" energy storage facility to be built by Grantee on the Property shall be subject to local ad valorem taxation based on the standard methodologies for taxing real property in NH. If State law eventually allows such facilities to be the subject of Payment in Lieu of Taxes Agreements, then the Parties agree to negotiate in good faith the terms of such PILOT Agreement. If the State law does not expressly allow the entering into of PILOT Agreements, the Parties agree to negotiate in good faith during the Option Period for a settled value for the Grantee's subdivided and merged property (land and buildings) for a period of time to provide certainty to the Parties. If during the term of any PILOT or negotiated and settled value, the State determines that all or a portion of the Grantee's business located on the subdivided and merged property is exempt from local taxation, any such PILOT or Settled Value will take precedence over any such exemption.

Exhibit C
Existing Leases and Owner Mortgages

1. Existing Leases:

a. [none]

2. Owner Mortgages:

a. [none]

Exhibit D
Memorandum of Option to Purchase Property

This **MEMORANDUM OF OPTION TO PURCHASE** (this “**Memorandum**”), is made this ____ day of _____, 2020 by City of Berlin, a municipality within the County of Coos and State of New Hampshire having a mailing address of 168 Main Street, Berlin NH 03570 (the “**Grantor**”) and Great Lakes Hydro of America, LLC , a Delaware limited liability company, whose address is c/o Brookfield Renewable, 200 Liberty Street, 14th Floor, New York, NY 10281 (the “**Grantee**”).

Grantor and Grantee have entered into that certain Option to Purchase Agreement dated _____, 2020 (the “Purchase Option”) affecting the property described below. In connection with Purchase Option, Grantor and Grantee wish to set forth and acknowledge the following information:

1. Property: That certain real property located on the westerly side of the Androscoggin River and easterly side of Main Street, which parcel of land is bisected by the rail corridor operated by the St. Laurence & Atlantic Railroad (and now believed to be owned by the State of New Hampshire) (the “Railroad”), , identified by the City of Berlin as Tax Map 129, Parcel 49 or 129-49-30 (the “**Property**”) consisting of approximately 4.7 acres. The Property is described as “Lot 3” on that certain plan entitled “Minor Subdivision of Fraser NH LLC – Tax Map 129, Lot 49 – Main St.” prepared by York Land Services, LLC and recorded at the Coos County Registry of Deeds as Plan #3245, and more particularly in Exhibit A, attached hereto and incorporated herein.
2. Option: Pursuant to the Purchase Option, Grantor has granted to Grantee the exclusive option to purchase all or a portion of the Property.
3. Term of Option: one (1) year starting at the above-referenced date.
4. Extensions of Option: Grantee has the right to extend the option by one period of an additional six (6) months.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the Effective Date.

GRANTOR:

By: _____ [Seal]
Name: James A. Wheeler, City Manager
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF COOS

I certify that James A. Wheeler, City Manager for the City of Berlin, NH, duly authorized, personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purposes stated therein.

Date: _____

(Official Seal)

Official Signature of Notary

_____, Notary Public
Notary's Printed or Typed Name

My commission expires: _____

[Grantor's Signature Page to Memorandum]

GRANTEE:

By: _____ [Seal]

Name:

Title:

_____ County, New York

I certify that _____ personally appeared before me this day, acknowledging to me that he/she signed the foregoing document on behalf of [name of entity].

Date: _____

(Official Seal)

Official Signature of Notary

_____, Notary Public
Notary's Printed or Typed Name

My commission expires: _____

[Grantee's Signature Page to Memorandum]

**Attachment 1 to
Memorandum of Option to Purchase**

Description of Property

1. Address and/or Tax Map Identification #: Tax Map 129, Parcel 49 or 129-49-30
2. Legal Description of Property: Insert description from Quitclaim Deed provided by City of Berlin

Doc # 0001468 Mar 31, 2009 11:59 AM
Coos County Registry of Deeds
Carole A. Lamirande
Carole A. Lamirande, Registrar

TRANSACTION EXEMPT FROM TRANSFER TAX PER RSA 78-B:2, I

QUITCLAIM DEED

Berlin Falls Real Estate LLC, a New Hampshire limited liability company, with a place of business in Colebrook, in the County of Coos and State of New Hampshire, Grantor, for consideration paid grants to the **City of Berlin**, a municipality within the County of Coos and State of New Hampshire having a mailing address of 168 Main Street, Berlin, NH 03570, Grantee, with QUITCLAIM COVENANTS, the following parcel of land:

Certain real property, with any improvements thereon, situate in the City of Berlin, Coos County, New Hampshire, on the westerly side of the Androscoggin River and easterly side of Main Street, which parcel of land is bisected by the rail corridor operated by the St. Lawrence & Atlantic Railroad (and now believed to be owned by the State of New Hampshire) (the "Railroad"), said real property containing 4.7 acres, more or less, and being more-particularly described as "Lot 3" on a certain plan entitled "Minor Subdivision of Fraser NH LLC, Tax Map 129, Parcel 49, Main Street, Berlin, New Hampshire" dated March 12, 2009, prepared by York Land Services, LLC, Drawing Plan No. 09-005, and recorded on March 18, 2009 with the Coos County Registry of Deeds as Plan # 3245 (the "Plan").

Being a portion of the land and premises Berlin Falls Real Estate LLC acquired by Quitclaim Deed of Fraser N.H. LLC dated March 31, 2009 and to be recorded with the Coos County Registry of Deeds.

Excepting and reserving to the Grantor herein, its successors and assigns, for the benefit of Lot 2 as shown on the Plan, an easement over, across, under and through that portion of Lot 3 conveyed herein, consisting of 0.87 acres, more or less, as shown on the Plan (the "Easement Area"), adjoining and adjacent to Lot 2, and lying westerly of the Railroad, northerly of said Lot 2, easterly of Main Street, and southerly of lands now or formerly of Woodlands Credit Union, for access, parking, utilities and drainage, including detention and treatment, together with the right to enter the Easement Area to construct, repair, maintain and replace said access, parking, utilities and water drainage, detention and treatment facilities.

129
49.030

BK 1272 PG0219

This conveyance is made subject to the following:

1. Excluding all right, title and interest of Great Lakes Hydro of America, LLC (successor in interest to Brown-New Hampshire, Inc.) in and to lands, dams, hydro-generating stations, transmission lines and facilities, easements, flowage rights, right of ways, et al, conveyed or referenced in:
 - a. the Deed of Brown Company to Brown-New Hampshire, Inc. (later known as James River-New Hampshire Electric, Inc., Crown Vantage-New Hampshire Electric, Inc. and American Tissue-New Hampshire Electric, Inc.), its successors and/or assigns, dated April 30, 1965m, recorded at Book 490, Page 3;
 - b. Easement for Transmission Line and Roads of Fraser N.H. LLC to Great Lakes Hydro America, LLC recorded at Book 1167, Page 573;
 - c. Quitclaim Deed of Fraser N.H. LLC to Great Lakes Hydro America, LLC recorded September 28, 2006 at Book 1190, Page 2;
 - d. Easement Agreement to Confirm and Supplement of Fraser N.H. LLC to Great Lakes Hydro America, LLC recorded September 28, 2006 at Book 1190, Page 23, including but not limited to the access rights to the Riverside Dam Parcel shown on recorded Plan #2688;
 - e. Private Road Crossing Agreement (with Consent of the State of New Hampshire) between St. Lawrence & Atlantic Railroad Company, Fraser N.H. LLC and Great Lakes Hydro America, LLC recorded November 28, 2006 at Book 1197, Page 503;
 - f. any rights and easements for flowage benefiting the hydroelectric operations of Great Lakes Hydro of America, LLC whether held under recorded instruments or otherwise.
2. Subject to the right, title and interest of the State of New Hampshire under the Quitclaim Deed of Androscoggin Riverbed Pursuant to Notice of Offer under RSA 498-A, the Eminent Domain Procedure Act of American Tissue-New Hampshire Electric, Inc. et al to the State of New Hampshire recorded May 31, 2002 at Book 996, Page 319.
3. Subject to the right, title and interest of the State of New Hampshire and/or the St. Lawrence & Atlantic Railroad for the land and improvements thereon for the rail corridor on which is operated the St. Lawrence & Atlantic Railroad (formerly known as the Grand Trunk Railroad, and/or the Canadian National Railway).
4. Subject to any possible rights of the City of Berlin to renew, maintain, repair, etc. all underground and above-grade water lines and related facilities now owned and operated by the Berlin Water Works and/or Water Department, their successors and/or assigns, in accordance with previous easements and rights of way.
5. Subject to the right to renew, maintain, repair, etc. all underground sanitary sewer and storm drains and related facilities now owned and operated by the City of Berlin, or the departments within said City, their successors and/or assigns, in accordance with previous easements and right of ways.

BK 1272 PG 0220

6. Subject to the right to renew, maintain, repair, etc. all underground and above-ground electric power transmission facilities now owned and operated by the Public Service Company of New Hampshire, its successors and/or assigns, as stipulated in previous easements and right of ways.

7. Subject to the right to renew, maintain, repair, etc. all underground and above-grade telephone lines and operating facilities now owned and operated by the New England Telephone Company, its successors and/or assigns, as stipulated in previous easements and right of ways.

8. Subject to flood rights and easement granted by Berlin Mills Company and Burgess Sulphite Fibre Company to International Paper Company dated July 13, 1914 recorded at Book 171, Page 44.

9. Subject to riparian rights and rights of others thereto entitled in and to the continuous and uninterrupted flow of the Androscoggin River, brooks, streams and ponds.

10. Subject to the lien, if any, for change of use tax under RSA 79-A, to the extent the property is in current use assessment under the following recorded notices or otherwise:

- a. Berlin – Book 649, Pages 546 and 547 – filed in the name of James River Corporation.
- b. Berlin – Book 712, Page 3 – filed in the name of James River Corp.

11. Subject to a 50-foot wide access easement leading from Main Street to land and premises now or formerly of Great Lakes Hydro America, LLC, as described in the Quitclaim Deed of Fraser N.H. LLC to Great Lakes Hydro America, LLC dated September 28, 2006 and recorded with the Coos County Registry of Deeds at Book 1190, Page 2 and more-particularly shown on the Plan.

12. Easement Agreement for Railroad Spur Track between Fraser N.H. LLC and PJPD Holdings, LLC dated December 23, 2008 and recorded with the Coos County Registry of Deeds at Book 1265, Page 1.

The land and premises conveyed herein are also subject to and benefitted by (i) the terms of the “Covenant Not to Sue in Re: Acquisition of Berlin/Gorham Mills; The Mt. Carberry Landfill; and Certain Hydroelectric Assets” dated May 30, 2002, recorded at Book 996, Page 331; and (ii) all other easements and rights-of-way of record not specifically mentioned herein.

Reference is hereby made to the aforementioned deed and its record and to the deeds referred to therein and their records in further aid of this description.

This conveyance is noncontractual and is therefore exempt from real estate transfer tax pursuant to RSA 78-B:2 (ix).

BK | 272 Pg 0221

Dated this 31 day of March 2009.

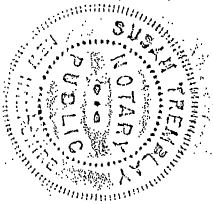
Berlin Falls Real Estate LLC

By: [Signature]
Name: Daniel G. Hebert
Its: Manager, duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CDOOS

This instrument was acknowledged before me on this 31st day of MARCH, 2009 by Daniel G. Hebert, the Manager of Berlin Falls Real Estate LLC. The identity of the subscribing party was determined by (check box that applies and complete blank line, if any):

- My personal knowledge of the identity of said person OR
- The oath or affirmation of a credible witness, Pamela Laflamme (name of witness), the witness being personally known to me OR
- The following identification documents: Driver's license
(driver's license, passport, other).

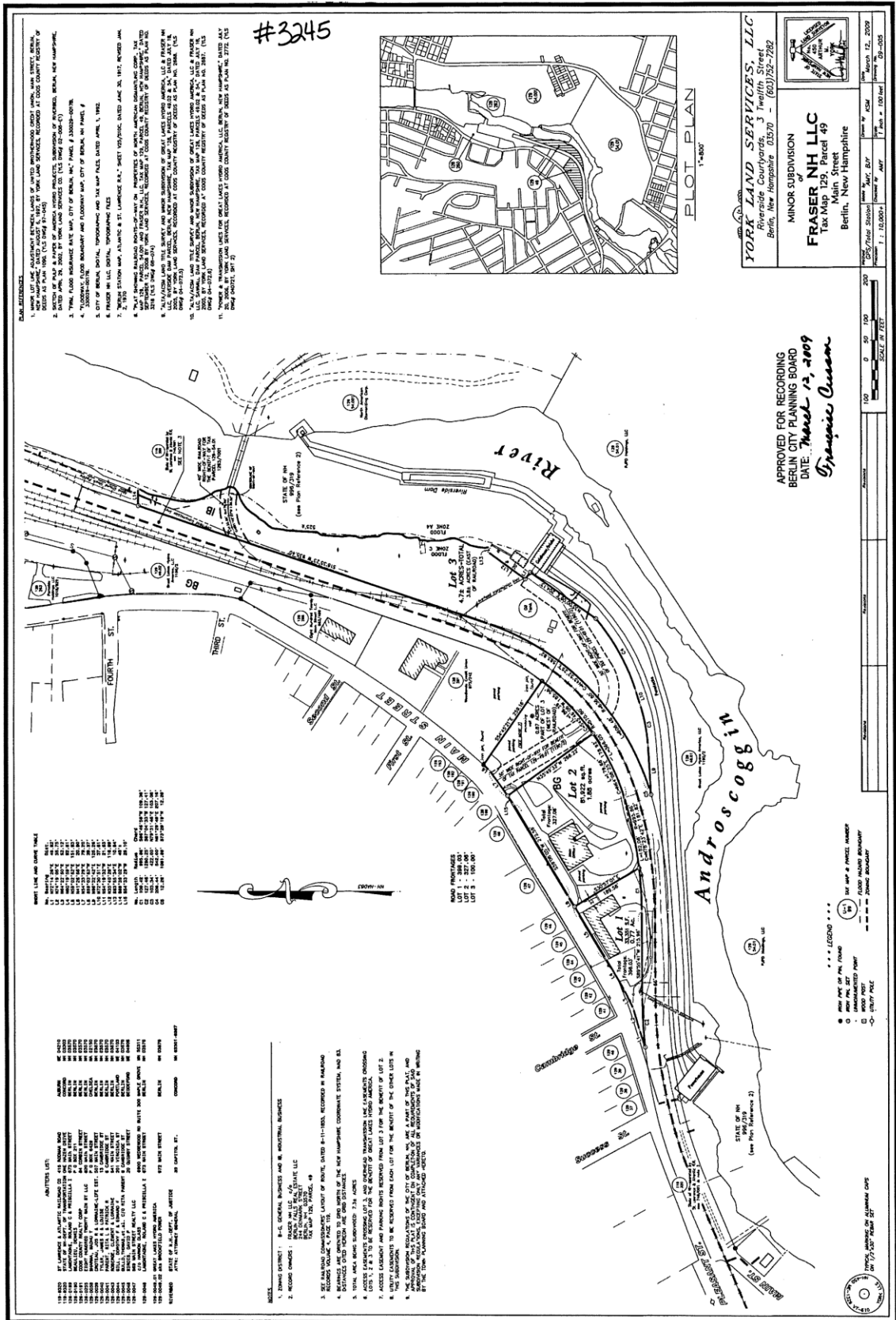


[Signature]
Notary Public/Justice of the Peace
My Commission Expires: 4-21-2009

SUSAN L. TREMBLAY, Notary Public
My Commission Expires April 21, 2009

BK 1272 PG 0222

3. Map/Survey of Property: Insert Deed Map provided by City of Berlin



- REFERENCES:**
1. RECORD MAP NO. 1003, DATED JANUARY 20, 1992, SHOWING THE LOCATION OF THE STATE OF NEW HAMPSHIRE TO THE CITY OF BERLIN, NEW HAMPSHIRE.
 2. TOWN FLOOD INSURANCE RATE MAP, CITY OF BERLIN, NH, DATED APRIL 1, 1992.
 3. TOWN FLOOD INSURANCE RATE MAP, CITY OF BERLIN, NH, DATED APRIL 1, 1992.
 4. CITY OF BERLIN, NEW HAMPSHIRE, FLOOD HAZARD MAP, DATED APRIL 1, 1992.
 5. CITY OF BERLIN, NEW HAMPSHIRE, FLOOD HAZARD MAP, DATED APRIL 1, 1992.
 6. CITY OF BERLIN, NEW HAMPSHIRE, FLOOD HAZARD MAP, DATED APRIL 1, 1992.
 7. CITY OF BERLIN, NEW HAMPSHIRE, FLOOD HAZARD MAP, DATED APRIL 1, 1992.
 8. CITY OF BERLIN, NEW HAMPSHIRE, FLOOD HAZARD MAP, DATED APRIL 1, 1992.
 9. CITY OF BERLIN, NEW HAMPSHIRE, FLOOD HAZARD MAP, DATED APRIL 1, 1992.
 10. CITY OF BERLIN, NEW HAMPSHIRE, FLOOD HAZARD MAP, DATED APRIL 1, 1992.
 11. CITY OF BERLIN, NEW HAMPSHIRE, FLOOD HAZARD MAP, DATED APRIL 1, 1992.

YORK LAND SERVICES LLC
 2567/19th Street
 Berlin, New Hampshire 03570
 Phone: (603) 252-2982

MINOR SUBDIVISION
FRASER NH LLC
 198 Main Street
 Berlin, New Hampshire

DATE: *March 12, 2009*
 DRAWN BY: GCM
 CHECKED BY: AMF
 SCALE: 1" = 100.00'

APPROVED FOR RECORDING
 BERLIN CITY PLANNING BOARD
 DATE: *March 12, 2009*
Syngma Curran