

ADDENDUM TO AGREEMENT

This Addendum to Agreement dated July 3, 2014 sets forth an amendment to the Agreement between the Town of Millinocket (the "Town") and GNP West, Inc. ("GNP") (the "Parties") on June 16, 2014 regarding calculation and payment of personal property and real estate taxes in order to enable the scheduled auction and sale by GNP of assets located at the Millinocket Mill ("Auction") to proceed.

The Agreement is hereby amended in the following respects:

1. Section 2(d) is amended and restated in its entirety to read as follows:

"The Town will receive the following payments:

1. \$225,000 upon execution and delivery of this Addendum; and
2. Full payment and satisfaction of the net amount due for the FY 2014 personal property taxes, including all statutory interest and charges associated with the lien filings in the amount of \$1,189,337.63 as of July 21, 2014, plus applicable interest on any amounts outstanding hereunder. Payment is anticipated to be made according to the following schedule; provided, however, the parties acknowledge and agree that the only source for these payments are the sale proceeds from the Auction and that the payment schedule will conform to receipt of proceeds from closing on the sales of property at the Auction. The Town will be paid directly by Koster on a first priority basis as proceeds are received, after deduction for Koster's commission.

Estimated Payment Dates and Amounts

7/8/2014	\$340,000
7/14/2014	\$360,000
7/21/2014	Remaining Balance

Payment of the full amount setout above shall constitute satisfaction in full of all amounts due to the Town for the FY 2014 personal property taxes, including all statutory interest and charges associated with the lien filings. In the event that Koster fails to make a timely payment of an installment out of the auction proceeds received by Koster, or of a shortfall in the payment of the FY 2014 personal property taxes as contemplated hereunder, the amount of \$1,189,337.63 shall no longer constitute satisfaction in full of all amounts due and the Town reserves its rights to pursue any and all legal options to secure its interests in collecting the outstanding taxes, interest and related charges, provided that the outstanding tax obligations shall be reduced by the credit enhancement payment associated with the FY 2014 property tax payment, as described in the Second Amended and Restated Credit Enhancement Agreement between the Town and Great Northern Paper Company, LLC dated April 1, 2012 ("CEA") established under the Katahdin Paper Company, LLC Municipal Development and Tax Increment Financing District Development Program (f/k/a the Great Northern Paper Municipal Development and Tax Increment Financing District) approved March 30, 2012 that would have been payable."

2. Section 2(e) is hereby deleted in its entirety.
3. Section 2(g) is hereby amended and restated in its entirety as follows:

"Effective as of the date of receipt of any payment as set forth in Section 2(d), the TIF and Credit Enhancement Agreement and all amendments thereto between Great Northern Paper, LLC and the Town of Millinocket shall be terminated, and the parties shall have no further rights or liabilities of any nature thereunder."

Except as set forth herein, the Agreement shall continue in full force and effect as originally executed.

Date: July 3, 2014

Richard Apple

Town of Millinocket, Maine

Gilda Stratton
Jimmy Dyce
Michael A. Madore
John Raymond
Richard Thernett

Date: July 3, 2014

GNP West, Inc.

By: [Signature]

Its Duly Authorized Representative