



Tony Hughes
Managing Director

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July 6, 2022

Mr. George Campbell, Partner
Treadwell Franklin Infrastructure Capital, LLC
40 Forest Falls Drive
Yarmouth, Maine 04096-7005

To whom it may concern:

Barclays is aware of the need to fund upgrades associated with a wastewater connection to Moosehead Sanitary District. These costs are estimated to be \$3 million. Typically, these types of cost are incorporated into the overall package required to fund development. We envision this to be the case for the funding provided on behalf of Big Lake Development, LLC.

Barclays also understands that if the quasi public infrastructure would prove to be financially viable on its own, it would support a separate package through a local bank to be coordinated by Big Lake Development, LLC. However, at this time, Barclays is looking to provide a complete package that includes complete costs for infrastructure for the project.

For and on behalf of Barclays Capital Inc.,

A handwritten signature in blue ink, appearing to read "Anthony C. Hughes".

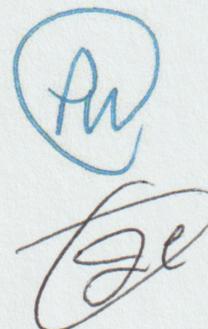
Anthony C. Hughes
Managing Director

NINETEENTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT
Re: Real Estate Purchase and Sale Agreement dated October 2, 2019 (Amending and Restating
that certain Amended and Restated Purchase
and Sale Agreement dated May 1, 2019),
between OFLC, Inc. and Moosehead Mountain Resort, Inc., as Seller,
and Big Lake Development Company, LLC, as Buyer
as previously amended
(the "Agreement")

The undersigned Seller and Buyer hereby agree to amend the Agreement as follows:

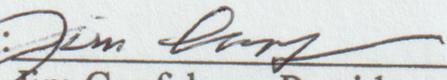
1. Seller agrees to a 30 day extension of the Closing under the Agreement to July 31, 2022 or on such earlier date as the parties may agree, without cost to Buyer for extension.
2. The Closing cannot occur until Seller resolves its litigation with Carmen Rebozo Foundation, Inc. ("Rebozo"), and has obtained both a payoff statement satisfactory to both Seller and Buyer, and a form discharge of mortgage from Rebozo of the mortgage from OFLC, Inc. to Machias Savings Bank recorded in the Piscataquis County Registry of Deeds ("PCRD") at Book 1849, Page 37, as assigned to Rebozo by Assignment recorded in the PCRD at Book 2229, Page 61 and provided it is obtained within the 30 day extension period.
3. The Buyer requires as a condition to Closing that Rebozo provide a total release of all property to be acquired under the Agreement, in a form acceptable to Buyer's counsel. The Buyer has the option to close within the 30 day extension period with title defects, if any or terminate the Agreement as per section 4 of the Agreement states, with the exception that all deposits and extension fees paid by Buyer shall be non-refundable. Nothing in this amendment or previous amendments to the Agreement are to be construed that any deposits or extension fees paid by the Buyer are refundable, whether this sale closes or not for any reason.
4. This amendment shall take precedence and be controlling over all previous amendments including conflicts in the amendment, if any, or in the Agreement.
5. As to restate the above, it is understood that all deposits and amendment fees, or any fees, or any fees paid as required in previous amendments to the Agreement whatsoever are paid in full, and shall be non-refundable.
6. Except as amended hereby, the Agreement shall be unmodified and continue in full force and effect. All defined terms herein not otherwise defined shall have the meaning given in the Agreement.

[signatures appear on following page]

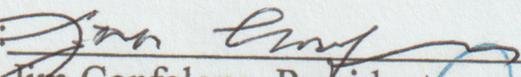


SEEN AND AGREED TO as of this 30th day of June, 2022.

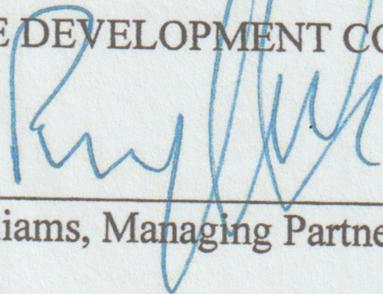
OFLC INC.

By: 
Jim Confalone, President

MOOSEHEAD MOUNTAIN RESORT, INC.

By: 
Jim Confalone, President

BIG LAKE DEVELOPMENT COMPANY, LLC

By: 
Perry Williams, Managing Partner