

Section 5
Title, Right, or Interest

5.0 TITLE, RIGHT OR INTEREST

Pursuant to 12 MRSA Section 685-B(2)(D), applications for development review and approval must include evidence of sufficient right, title or interest in all of the property that is proposed for development or use. This statute provides that written permission of the record owner is deemed sufficient right, title or interest to confer standing for submission of a permit application, provided that the letter of permission specifically identifies the activities being performed and the area that may be used for that purpose.

Land Use Regulation Commission (LURC) Rule Chapter 4.03 sets out additional examples of acceptable means of proving title, right or interest, including: Deed or certificate of ownership; Lease or easement of sufficient duration and terms to permit the proposed development and use; Option agreement which is sufficient to give rights to title.

This Application includes sufficient evidence of title, right, or interest, as summarized below. To the extent it is helpful in understanding the attached demonstration of title, right, or interest, please see the Applicant information set forth in Section 1, as well as in Section 8 of this Application. As described more fully in Section 8, Highland Wind LLC (Highland) has more than one member, and in some instances the names Independence Wind, Wagner Forest Management, LTD or Wagner Wind Energy II, LLC may appear on corporate documents, including in documents related to title, right or interest. It should be noted, however, that the TRI is owned by Highland.

5.1 Generating Facility

Highland holds a lease from Bayroot LLC for the portions of its holdings within Highland Plantation necessary to construct and operate the Highland Wind Project (Project). There have been two lease amendments to correct errors and make clarifications to the lease. Redacted copies of the underlying deed, and the lease agreement between Highland and Bayroot, including the 2 lease amendments, are provided in Appendix 5-1.

Bayroot LLC has owned the property at issue for more than five years. The LURC-required land division history for the past 20 years is provided Section 6 of this permit application.

5.2 Generator Lead Corridor

There are three different mechanisms by which Highland has acquired TRI to the generator lead corridor, depending upon the section of the generator lead corridor at issue. Copies of these are attached in Appendix 5-2, in the order in which the corridor would touch each impacted parcel, starting with parcels within the defined boundaries of the Project, and moving east to the endpoint at the CMP-owned substation next to the Florida Power & Light (FPL)-owned Wyman Station in Moscow, Maine. A map is also attached to serve as a guide to identifying the impacted parcels. The three different mechanisms are:

- 1) option agreements to access and use land necessary to construct and operate the generator lead portion of the Project;
- 2) option agreements to access and use land necessary to construct and operate the generator lead portion of the Project which have been exercised and are now easements; and
- 3) a binding letter agreement demonstrating that CMP will construct and maintain electrical infrastructure necessary to deliver power across the Kennebec River and to the CMP-owned substation in Moscow, should Highland's permit be approved and at Highland's request and expense. This document has been reviewed with the Office of the Attorney General. The underlying deed indenture is also provided for LURC's reference.

This revised application proposes a slightly different location for its generator lead corridor than contemplated in the 2009 application. While the point of interconnection for the Project remains the same as set forth in the 2009 Application, the Highland-owned portion of the 115kV generator lead now ends at the western edge of FPL's Wyman Station Federal Energy Regulation Commission (FERC) project boundary. The Wyman Station project is the federally licensed hydroelectric generation facility that FPL owns land along the Kennebec River that adjoins and is next to the CMP owned Wyman Substation. At that western boundary edge, Highland's generator lead will join and become part of the CMP transmission lines that, based on CMP's easement with FPL, for 3,500 feet travel on and over FPL's Wyman Station Project lands and then interconnect with CMP's Wyman Substation.

As additional context, when CMP sold the Wyman station to FPL, it reserved crossing rights to provide it access to its retained Wyman Substation, and those reserved rights include the authority to engage in the activities agreed to in the letter agreement. The underlying deed indenture included in the Application describes CMP's reservation of rights, in particular, the Powerhouse Transmission Easement. Further, FPL's FERC license does not prohibit CMP from exercising its legal authority under its real estate agreements with FPL; the FERC license is not even implicated as the letter agreement involves only real estate subject to an existing easement. FPL has been notified of this revised application, as set forth in Section 4.

Please note that the easements provide for a 100 foot transmission corridor; the option with Plum Creek provides for 75 feet. Highland's electrical engineers have been able, in this limited circumstance, to appropriately engineer the transmission corridor across the Plum Creek parcel to fit within 75 feet.

Please also note that Highland has applied for utility crossing permits where the proposed transmission line will cross public rights-of-way in Pleasant Ridge Plantation, as provided in Section 23, Other Permits Required. Highland will keep LURC apprised of the status of those permits.

Appendix 5-1

TRANSFER TAX PAID

QUITCLAIM DEED WITH COVENANT

MEADWESTVACO OXFORD CORPORATION, a corporation organized under the laws of the State of Delaware, ("Grantor") with a principal place of business in Rumford, County of Oxford and State of Maine, with a mailing address of 35 Hartford Street, Rumford, Maine 04276, for consideration paid, grants to BAYROOT, LLC, a limited liability company organized under the laws of the State of Delaware, ("Grantee") with a mailing address C/O Wagner Forest Management, Ltd., 150 Oxford Road, Lyme, New Hampshire, with quitclaim covenants, the premises located in Somerset County, State of Maine, and bounded and described upon Exhibit A, annexed hereto, together with all buildings, structures, down and standing trees and improvements of every kind, all rights-of-way, easements and appurtenances, riparian rights, littoral rights, causes of action, leases, licenses, minerals and mining rights, prescriptive rights, rights of adverse possession, reversionary and remainder interests, executory interests, rights of entry, and every other interest in the Premises or which may have accrued or may be in the process of accrual to Grantor at the date hereof (hereinafter sometimes referred to as the "Premises").

The Premises are conveyed subject to the Permitted Encumbrances listed on Exhibit B annexed hereto and that certain Real Estate Rights Agreement between Grantor and Grantee executed of even date herewith.

Grantor covenants to Grantee, its successors and assigns, that Grantor will warrant and forever defend the Property to Grantee, against the lawful claims and demands of all persons claiming by, through or under Grantor, its successors and assigns.

IN WITNESS WHEREOF, the said MEADWESTVACO OXFORD CORPORATION has caused this deed to be executed upon its behalf by Eugene G. Parker, its Vice-President-Forestry thereunto duly authorized, this 21st day of November, 2003.

MEADWESTVACO OXFORD CORPORATION

Janice S. Williams
Witness

By: [Signature]
Its: Vice-President-Forestry
Print Name: Eugene G. Parker

STATE OF SOUTH CAROLINA
Berkeley, SS.

The personally appeared before me the said Eugene G. Parker, Vice-President-Forestry of MeadWestvaco Oxford Corporation and acknowledged the foregoing to be his free and voluntary act and deed in his / her said capacity and the free and voluntary act and deed of said MeadWestvaco Oxford Corporation, this 21st day of November, 2003.

SEAL

Miriam L. Holladay
Notary Public / Attorney-at-Law
Print Name: Miriam L. Holladay
My Commission Expires: July 22, 2008

Exhibit A Somerset County

All of those premises located in Somerset County, State of Maine, which were conveyed by Oxford Paper Company to Mead Oxford Corporation by deed dated November 1, 1996 and recorded in the Somerset County Registry of Deeds in Book 2256, Page 59, and that parcel of land conveyed by Richard E. Parsons, Sr. to MeadWestvaco Oxford Corporation by deed dated July 21, 2003, and recorded in said Registry in Book 3161, Page 210, and those certain rights of way and easements described in the deeds from Buckfield Timber LLC to Mead Oxford Corporation dated June 30, 1999 and recorded in Book 2573, Pages 79 and 128, together with all other land or interests in land owned by Grantor MeadWestvaco Oxford Corporation in said Somerset County, excepting and reserving, however, the following premises and interests to be retained by MeadWestvaco Oxford Corporation:

1. A parcel of land situated in the Town of Anson, (and only in Anson as lands in other towns were also conveyed in this referenced deed), a parcel of land and interests in land as described in a deed from Timberlands, Inc., to Oxford Paper Company, recorded at said Registry in Book 1151, Page 44. Land containing an area of approximately 31 acres.
2. A parcel of land situated in the Town of Bingham, together with the buildings thereon, described in the deed of Gerard B. Guay, *et al* to Oxford Paper Company dated December 4, 1984 and recorded in the Somerset County Registry of Deeds in Book 1169, Page 215.
3. Those mineral rights reserved by Oxford Paper Corporation in the deed to Stetson Timberlands, Inc. dated December 6, 1988 and recorded in the Somerset County Registry of Deeds in Book 1487, Page 297, which reserved rights are not located within the property conveyed herein.

Also excepting and reserving and the property is conveyed subject to the following parcels or interest in land previously conveyed by MeadWestvaco Oxford Corporation (previously Mead Oxford Corporation):

1. In Book 2573, Page 75 of said Registry, a conveyance by Mead Oxford Corporation to Buckfield Timber, LLC of a right-of-way which appears to be a release of a right-of-way previously granted either by Mead Oxford Corporation or by its predecessors-in-title.

2. In the following books and pages, Mead Oxford Corporation conveyed out the indicated numbered lots on the Moxie Lot Plan, which is recorded in said Registry in Plan File, B91- Pages 27-69:

BOOK	PAGE	LOT NO.
2747	96	67
2747	80	133
2747	84	7
2747	92	33
2747	100	88.1
2747	130	74
2747	134	86
2747	138	101
2747	142	113
2747	148	119
3158	137	130
2748	334	52
2747	88	15
2763	257	10
2764	154	11
3055	26	51
3052	33	50

3. In a deed recorded in said Registry in Book 2747, Page 104, there is a deed to Douglas Tatham, et al, of a parcel of property adjacent to, but not shown upon the Subdivision Plan referred to above.
4. In Book 2747, Page 154 of said Registry, there is a deed conveying a lot on Moxie Pond to Ruth Wansor Niklas, et al.
5. In Book 3161, Page 206, of said Registry, there is a deed from MeadWestvaco Oxford Corporation to Richard E. Parsons, Sr. conveying a parcel of land.
6. In the following Books and Pages, Mead Oxford Corporation conveyed out the indicated numbered lots on the Pleasant Pond Plan, which is recorded in said Registry in Plan File, B89-P26, B89-P27 and B89-P28:

Book	Page	Lot
2747	121	42
2763	248	7
3159	321	31

7. A Notice of Layout and Taking recorded in said Registry in Book 2934, Page 299, whereby the State of Maine acquired approximately 2.32 Acres of land, slope, drainage and grading rights in the Towns of Moscow and Caratunk.
8. In Book 3052, Page 37, a deed from Mead Oxford Corporation to Linkletter Timberland LLC of a parcel of land in Athens.
9. In Book 751, Page 383 of said Registry, there is a conveyance by Oxford Paper Company to Ervin W. Martin of a Lot on Moose Pond in Harmony.
10. In Book 810, Page 564 of said Registry, there is a conveyance by Ethyl Corporation to Thomas L. Dickson of a parcel of approximately 1.47 acres in Carrying Place.
11. In Book 901, Page 451 of said Registry, there is a Deed from Oxford Paper Company to Vincent Sy, which appears to be a confirmatory deed to a previously owned cottage lot in Emden.
12. In Book 751, Page 332 of said Registry, there is a conveyance by Oxford Paper Company to Cianbro Realty Corporation and Hurd & Susi, Inc. of a parcel of land in Hartland; provided nevertheless that this conveyance conveys all rights reserved by Oxford Paper Company in said Deed.

Exhibit B (Exceptions)
To Deed from MeadWestvaco Oxford Corporation to Bayroot LLC
Somerset County

1. In Book 1672, Page 232 of said Registry, there is a Declaration of Rights, Covenants, Restrictions and Easements imposed by Oxford Paper Company on lots to be sold at Moxie Pond.
2. In Book 2562, Page 287 of said Registry, there is a Declaration of Rights, Terms, etc. pertaining to certain rights-of-way to be conveyed and/or exchanged between Emil Winter, et als. and Mead Oxford Corporation, as further affected by conveyance by Mead Oxford Corporation to Emil J. Winter of a right of way recorded at Book 2574, Page 332. In Book 2574, Page 347 of said Registry, there is a conveyance by Mead Oxford Corporation to Emil J. Winter, et als., of thirteen rights-of-way located in Lexington.
3. In Book 2573, Page 83 of said Registry, there is a conveyance by Mead Oxford Corporation to Buckfield Timber, LLC of rights-of-way in various locations.
4. In Book 2575, Page 5 of said Registry, there is a conveyance by Mead Oxford Corporation to Tyler K. Winter of a right-of-way located in Lexington.
5. In Book 2575, Page 1 of said Registry, there is a conveyance by Mead Oxford Corporation to Libby Keoski of a right-of-way located in Lexington.
6. In Book 2165, Page 348 of said Registry, there is a conveyance by Mead Oxford Corporation to Central Maine Power Company of an easement. In Book 2697, Page 343 of said Registry there is a conveyance by Mead Oxford Corporation to Central Maine Power Company which confirms and modifies said easement.
7. A Notice of Layout and Taking recorded in said Registry in Book 2934, Page 299, whereby the State of Maine acquired approximately 2.32 Acres of land, slope, drainage and grading rights in the Towns of Moscow and Caratunk.

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Received
Recorded Register of Deeds
Dec 02, 2003 12:18:09P
Somerset County
Diane M Godin

WIND ENERGY FACILITY GROUND LEASE

THIS WIND ENERGY FACILITY GROUND LEASE (the “**Lease**”) is made and entered into as of November __, 2009 (the “**Effective Date**”) by and between **BAYROOT LLC** (the “**PROPERTY OWNER**” or “**Bayroot**”), a Delaware limited liability company whose address is c/o Wagner Forest Management, Ltd., its Manager, 150 Orford Road, P.O. Box 160, Lyme, NH 03768, and **Highland Wind LLC**, a Delaware limited liability company whose address is c/o Wagner Energy LLC, its Manager, 150 Orford Road, P.O. Box 160, Lyme, NH 03768 (the “**COMPANY**”).

Whereas, Bayroot owns land in Highland Plantation, Somerset County, Maine, including ridgelines with wind power development potential.

Whereas, COMPANY wishes to enter into this ground lease with Bayroot to allow development of the wind energy potential along said ridgelines.

Whereas, COMPANY wishes to enter into this ground lease with Bayroot to allow development of access and transmission lines across Bayroot lands in said Highland Plantation.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, , the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Lease; Premises; Leased Premises

- 1.1. Lease. PROPERTY OWNER owns certain real estate in Highland Plantation, Maine, as described in and being a portion of land conveyed by deed of MeadWestvaco Oxford Corporation to PROPERTY OWNER dated November 21, 2003 and recorded in Book 3237, Page 181 of the Somerset County Registry of Deeds, but including for purposes of this Lease as to the real estate of PROPERTY OWNER located in Highland Plantation only that portion of PROPERTY OWNER’s property lying northerly and easterly of the Long Falls Dam Road (the “**Premises**,” as more particularly described in **Exhibit A** hereto.) The Premises are shown and described on **Exhibit A**. PROPERTY OWNER hereby leases to COMPANY a portion of the

Premises, as described in Sections 1.2 and 1.3 below and on **Exhibit B** hereto, the “**Leased Premises**”) for the term of years set forth in this Lease, as such term may be extended, for the purpose of wind analysis, wind energy facility construction and operation, and related uses all as described in Section 1.4 below, and for transmission lines and access routes to and from the Wind Energy Facility (as defined in Section 1.4) for purposes of ingress and egress to and from the Wind Energy Facility, all as more fully set forth herein.

- 1.2 **Leased Premises.** The Leased Premises consist of certain portions of the Premises, together with designated access roads and transmission lines over the Premises or pursuant to easements in favor of Bayroot located in Highland Plantation, Maine. The Leased Premises shall be a portion of the Premises and are described in particular on **Exhibit B** (including any map or maps referenced in Exhibit B). The Leased Premises includes certain appurtenant rights, privileges and easements as further described in this Section 1 and Section 2. **Exhibit B** describes the intended Leased Premises as of the Effective Date.
 - 1.2.1 However, the wind analysis and other studies that will occur on the Leased Premises may indicate that the Leased Premises should be modified so as to better fulfill the intentions of the COMPANY. Prior to making its permit application to the Land Use Regulation Commission (LURC), COMPANY will present layout plans for the Wind Energy Facility and a corresponding plan depicting any revisions requested to the Leased Premises to PROPERTY OWNER for review, input, and written approval, which approval shall not be unreasonably withheld or delayed, provided the revised Lease Premises do not depart from initial plans in a manner that materially adversely affects PROPERTY OWNER. The failure of the PROPERTY OWNER to provide COMPANY with its written objection to such revised Lease Premises within ten (10) business days of its submittal by COMPANY to PROPERTY OWNER shall be deemed approval thereof by PROPERTY OWNER.
 - 1.2.2 During the pendency of COMPANY’s LURC permit application, COMPANY shall communicate promptly in writing to PROPERTY OWNER any material changes to the layout plan for the Wind Energy Facility that occur.
 - 1.2.3 Upon LURC approval of COMPANY’s permit application, COMPANY shall promptly provide PROPERTY OWNER with notice and a depiction of any further revisions to the Leased Premises required. To the extent such revisions depart from initial plans in a manner that materially adversely affects PROPERTY OWNER, COMPANY shall fairly compensate PROPERTY OWNER for such revisions.

1.2.4 The final layout (“**Final Plan**”) will show the as-built Wind Energy Facility and the boundaries of the Leased Premises, including but not limited to the land involved for access, power lines, Turbines (as defined below in this Section 1.2.4), underground improvements, and test towers as further provided for in Sections 1.3, 2.1, and 2.2. Prior to the recording of the Final Plan, the Property Owner shall have opportunity to review the same for legal sufficiency and may comment on the legal descriptions and the Final Plan. Once the agreed-upon Final Plan is approved by both PROPERTY OWNER and COMPANY, Exhibit B of this Wind Energy Facility Ground Lease shall be amended to reflect the Final Plan. The Leased Premises will include real property interests (including allowing road construction and maintenance) for: (i) wind energy turbines, including foundations, related supporting towers and electrical controllers, with each turbine rated by the manufacturer’s nameplate of up to three megawatts (3 MW) (the “**Turbines**” and each a “**Turbine**”), (ii) ingress and egress to and from the sites of all Wind Energy Facility components, (iii) power lines relating to the Wind Energy Facility, (iv) access, including access for third parties and related entities, for the purposes of construction, maintenance, repair, replacement, inspection or any and all other purposes in connection with the investigation of the feasibility of, establishment, operation and removal of the Wind Energy Facility, (v) subject to the written consent of PROPERTY OWNER under the provisions of Section 12.1, the right to grant non-exclusive licenses, sub-leases and co-leases to use such Leased Premise in connection with or to further COMPANY’s operations under this Lease, and (vi) such additional rights as may be necessary for the development, construction, maintenance and operation of the Wind Energy Facility and are agreed to in writing by PROPERTY OWNER. In addition, the COMPANY shall have the right to occasionally enter upon and use other portions of the Premises for purposes incidental to the investigation of the viability of, and construction and use of, the Wind Energy Facility so long as such incidental use does not damage the Premises or interfere with the PROPERTY OWNER’s use thereof. Such incidental uses include, by way of example and not limitation, taking photographs and/or sound measurements relating to the Leased Premises from other portions of the Premises, and conducting environmental, wildlife, geologic, and/or archaeological studies in connection with the potential impact of the Wind Energy Facility.

1.3 Additional Specifics of Leased Premises. The Leased Premises shall include a five hundred foot (500’) foot radius from the base of each Turbine. Turbines will not be constructed within one

thousand feet (1,000') of an occupied dwelling without the prior written consent of PROPERTY OWNER. The right-of-way width for COMPANY's power lines and access road shall each be up to fifty feet (50') in width. Such width may be increased where the COMPANY provides reasonable evidence to the PROPERTY OWNER that engineering or permitting requirements require a greater width for any such right-of-way.

1.4 Definition of Wind Energy Facility. The term "**Wind Energy Facility**" includes all equipment and improvements necessary or desirable for the conversion and delivery of wind energy into electricity, including but not necessarily limited to Turbines, (ii) above and below-ground electric transmission, distribution and power lines, meters, transformers, protection equipment, and other related power production and delivery equipment ("**Transmission Equipment**"), (iii) areas needed for construction, security, access roads and related rights-of-way, fencing, gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment ("**Civil Works**"), (iv) all utilities, communications lines, water lines and drain lines, whether above, below or upon the ground, necessary or appropriate for the construction, operation or maintenance of the Wind Energy Facility ("**Utilities**"), and (v) a sign or signs displaying COMPANY's or assignee's names, symbols or other information. If needed, other property interests owned by Property Owner outside the Leased Premises for related appurtenances not intended to be included in Transmission Equipment, Civil Works or Utilities, such as temporary workspace including laydown yard(s), a substation and interconnect facilities, and/or an operation and maintenance facility, shall be separately negotiated between the two parties using fair market value rates, based on negotiation or, failing mutual agreement, appraisal.

1.5 Leasehold Exclusive. The leasehold interests granted to COMPANY under this Lease are exclusive as to any Wind Energy Facility on the Leased Premises. Accordingly, the PROPERTY OWNER shall not grant, convey, assign or provide any other leases, easements or rights with respect to the Leased Premises to any person or entity other than COMPANY for the purpose of or relating to converting and delivering wind energy into electricity, except as expressly provided in this Section 1.5. Additionally, PROPERTY OWNER shall not grant, convey, assign or provide any other leases, easements or rights with respect to the Premises that would unreasonably interfere with COMPANY'S physical development, construction or operation of the Wind Energy Facility. Subject to the limitations set forth in the previous sentences of this Section 1.5, it is agreed (i) that PROPERTY OWNER may seek to develop

one or more facilities related to converting and delivering wind energy into electricity on other lands owned by Bayroot and (ii) in connection with such other facilities, subject to COMPANY's prior written approval, which approval may not unreasonably be withheld or denied and provided that PROPERTY OWNER reimburses COMPANY for the cost of any repairs and/or damage caused by such use, PROPERTY OWNER and others under its authority (x) may utilize access roads and related rights of way which the COMPANY uses as part of the Leased Premises, so long as such use does not unreasonably interfere with COMPANY's development, construction or operation of the Wind Energy Facility, and (y) may utilize all or a portion of any areas cleared for above ground power lines of COMPANY and expand the width of such cleared area, in order to place additional electric power lines in such areas and further may connect any such additional lines near the COMPANY's point of interconnection to the utility electrical network system, so long as such lines and interconnection would not unreasonably interfere with COMPANY's development, construction or operation of the Wind Energy Facility, meet applicable engineering and safety requirements, and comply with applicable laws, commercially standard terms of COMPANY's interconnection and transmission contracts, and permit conditions binding on the COMPANY. Subject to COMPANY's prior reasonable approval, PROPERTY OWNER and others under its authority may seek modification of permit conditions applicable to the COMPANY to allow such additional lines and interconnection, and COMPANY agrees to cooperate in the seeking of such permit modifications, at PROPERTY OWNER's sole cost and expense and so long as such permit modifications would not unreasonably interfere with COMPANY's development, construction or operation of the Wind Energy Facility.

2. Permitted Uses of the Leased Premises by COMPANY.

2.1. Wind Resource and Other Evaluations. COMPANY shall have the right to install, relocate, maintain, and operate on the Leased Premises wind monitoring equipment, consisting of one or more meteorological towers and related guy wires, anchors, foundations, fences and monitoring instrumentation and equipment to protect and otherwise facilitate COMPANY's wind monitoring activities. COMPANY shall also have the right to use tethered balloons and conduct other meteorological studies, conduct soil and geologic studies, and take photographs upon and of the Leased Premises.

2.2. Wind Energy Facility Construction and Operation. COMPANY shall have the right to construct, reconstruct, maintain, replace, repair, use and operate the Wind Energy Facility. COMPANY shall have the right to select the size, type, manufacturer, and quantity of wind turbines as COMPANY determines in its sole discretion. Prior to any and all clearing of timber associated with these activities, COMPANY shall provide notice to PROPERTY OWNER of the location of all such timber to be cleared, the reason the clearing is required, the intended dates of commencing and completing the clearing operations, and the permit conditions applicable to such clearing, if any. In addition to meeting any permit conditions, clearing operations shall comply with Best Management Practices unless expressly exempted by permit. COMPANY must clearly mark with flagging in the field the boundaries of all such areas to be cleared prior to notice, or such notice is not valid. If less than 10 days' notice before the intended start date are provided by COMPANY to PROPERTY OWNER, or if PROPERTY OWNER fails to provide affirmative notice to COMPANY at least 10 days in advance of the intended start date of PROPERTY OWNER's intent to conduct the clearing operations itself, COMPANY shall be responsible for all such clearing, and all timber harvested shall be left on roadside log landings, with all boles to a minimum of 3" top diameter stacked with (a) hardwood, (b) spruce and fir, and (c) other softwood separated, and all topwood piled separately ("**Company Clearing Rules**"). This harvested timber remains the property of PROPERTY OWNER, who shall make good faith efforts to effect the removal of all such wood from the landing areas promptly. If PROPERTY OWNER provides affirmative notice to COMPANY at least 10 days in advance of the intended start date that PROPERTY OWNER intends to conduct the clearing operations itself, PROPERTY OWNER has the right to undertake such clearing operations, pursuant to permit conditions and COMPANY timetables. If COMPANY reasonably believes that PROPERTY OWNER is not performing as required by project permits or COMPANY timetables, it may require PROPERTY OWNER to cease work and allow COMPANY to complete the required clearing operations, and Company Clearing Rules apply.

3. Term. Subject to the provisions of Section 17 entitled Default and Termination:

3.1. Development Term. This Lease shall have an initial **Development Term** which shall commence at the Effective Date and continue up until the Operations Term (as defined below). This term shall be for a period of **one (1) year**.

- 3.2. Operations Term. This Lease shall have an Operations Term in regard to operating the Wind Energy Facility and calculating Operations Term Rental Payments to the PROPERTY OWNER. This Operations Term shall commence on the day the Wind Energy Facility (which shall include at least ten (10) operating Turbines on the Leased Premises) first produces and delivers electrical energy to the utility electrical network system or any other consumer or buyer (the “**Commercial Operations Date**”), and shall continue for a period of **twenty (20) years** from the Commercial Operations Date.
- 3.3. Extension of the Development Term. COMPANY shall have the right to extend the term of the Development Term for up to two (2) successive renewal terms of **one (1) year** each, subject to the following conditions:
- 3.3.1. For the first extension of the Development Term COMPANY shall demonstrate within one (1) year of the commencement of the Development Term to the reasonable satisfaction of the PROPERTY OWNER that (i) it has obtained or has submitted an application for a Site Location of Development Law permit (the “**Permit**”) as defined under Maine statute for the Wind Energy Facility and (ii) has obtained or has applied for any and all other necessary federal, state and local governmental approvals for operation of the Wind Energy Facility; alternatively, such extension may be granted by PROPERTY OWNER acting in its sole discretion; and
- 3.3.2. For the second extension of the Development Term COMPANY shall demonstrate within two (2) years of the commencement of the Development Term to the reasonable satisfaction of the PROPERTY OWNER that circumstances beyond the COMPANY’s control warrant an extension of the Development Term. Such circumstances would include, but are not limited to, delayed extension of the Federal Production Tax Credit for wind, and/or delays in the obtaining any one or more final and effective permits required pursuant to the Permit or otherwise and notwithstanding commercially reasonable efforts of the COMPANY to obtain such final and effective permits.
- 3.3.3. In order for the COMPANY to exercise a right to extend the Development Term (subject to fulfillment of conditions) it must give PROPERTY OWNER written notice at least thirty (30) days prior to the then date of expiration of the Development Term.
- 3.3.4. If the Operations Term does not commence by four (4) years from the Effective Date, this Lease shall automatically terminate, unless otherwise agreed in writing by the

PROPERTY OWNER and THE COMPANY, with the PROPERTY OWNER having sole discretion whether to agree otherwise.

3.3.5. Notwithstanding the above, the Development Term is automatically extended upon "Start of Construction" (defined below), and shall continue until the start of the Operations Term, [REDACTED]

[REDACTED] "Start of Construction" means when the COMPANY having received all required permit for construction of the Wind Energy Facility begins any material site work or construction work in accordance with said permits, such as road construction, foundation construction, or utility line trenching, on the PROPERTY OWNER's Premises. Company must also have paid to Property Owner before Start of Construction the one time "per acre" payment required by the last sentence of the introductory paragraph in Section 4.

3.4. Extension of Operations Term. COMPANY may extend the Operations Term, upon terms and conditions substantially similar to this Lease for one successive renewal term of ten (10) years (the "Extension Period"), provided that the terms and conditions of the Extension Period shall be no less favorable to the PROPERTY OWNER than the terms and conditions in effect in year 20 of the Operations Term, without the written consent of the PROPERTY OWNER. COMPANY may so extend this Lease for the Extension Period by giving PROPERTY OWNER written notice at least twelve (12) months prior to the date of expiration of the Operations Term. The Operations Term, as it may be extended by the Extension Period, shall be referred to herein as the "Operations Term."

4. Rent

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. Additional Rights of COMPANY

5.1. Existing Rights of Way and Easements. The Leased Premises shall include the right to use on a non-exclusive basis all existing rights of way and easements upon or serving the Premises, subject to the terms of each instrument granting the same. COMPANY agrees not to do or cause to be done any damage or material interference with the rights and interests of the PROPERTY OWNER or other holders of said rights of way and easements. PROPERTY OWNER agrees to perform its obligations under the instruments granting such rights of way and easements in a commercially reasonable manner so as to prevent any material interference with the use rights or interests of COMPANY under this Lease.

- 5.2. Title Report. The PROPERTY OWNER grants the COMPANY the right to obtain at COMPANY's expense a current title report relating to the Premises to determine the condition of PROPERTY OWNER's title to the Premises and its rights and the rights of others, including COMPANY under this Lease, in and to all of the recorded rights of way and easements benefiting or encumbering the Premises. PROPERTY OWNER covenants that it is fee owner of the Premises and that it has full authority to enter into and execute this Lease, subject to entry by the COMPANY into a subordination, nondisturbance and attornment agreement with the mortgage lender of PROPERTY OWNER, as provided in Section 12.3
- 5.3. Litigation Disclosure. If PROPERTY OWNER learns of any material litigation or administrative action proposed, threatened or instituted with respect to the Premises prior to or following the Effective Date, PROPERTY OWNER shall promptly deliver notice thereof to the COMPANY. COMPANY shall have the option, but not the obligation, at its cost and expense, to participate in such litigation.

6. Rights of PROPERTY OWNER

- 6.1. Rights Reserved by PROPERTY OWNER. PROPERTY OWNER reserves the right to use the Leased Premises for any purpose now existing or hereafter arising, due to construction by the PROPERTY OWNER, or otherwise, , including but not limited to those rights specifically reserved in Section 1.6, so long as such use of the Leased Premises by the PROPERTY OWNER's use (and use of others authorized by PROPERTY OWNER) would not unreasonably interfere with COMPANY's physical development, construction or operation of the Wind Energy Facility.
- 6.2. Audit Rights. PROPERTY OWNER shall have the right at PROPERTY OWNER's expense to request an audit of COMPANY's records of the Leased Premises and the Wind Energy Facility, at reasonable times and in a reasonable manner, for the purpose of evaluating/verifying COMPANY's Operations Term Rent to PROPERTY OWNER. PROPERTY OWNER'S auditor shall have the right to view such information as is relevant and necessary for such audit including but not limited to contracts for purchase or sale of electric power, electric power invoices and statements, checks and receipts from sale of electric power, and actual results of electric power generation, including available charts, graphs, and computer data files.

PROPERTY OWNER shall provide to COMPANY a copy of the audit results certified by the auditor. Such audit right for the purpose of evaluating/verifying COMPANY'S Operations Term Rent to PROPERTY OWNER may be exercised only once in any twelve (12) month period and not within ninety (90) days after the end of the calendar year. COMPANY shall have the right, within thirty (30) days after receipt of the certified audit results, to contest the audit results. If COMPANY does not exercise its right to contest the audit results within such thirty (30) day period, COMPANY shall be deemed to have waived its right to dispute the audit results and shall make any underpayments revealed by the audit within forty-five (45) days after its initial receipt of the audit results. If COMPANY does contest the audit results, COMPANY shall have no obligation to make any payments unless and until PROPERTY OWNER and COMPANY agree upon the audit findings. Any disputes under this section shall be submitted to mediation and/or arbitration pursuant to Section 26 below. COMPANY shall reimburse PROPERTY OWNER for the audit expenses should such audit reveal an underpayment to PROPERTY OWNER of at least one-half percent (0.5%) of all payments due over a twelve (12) month period. COMPANY has the right to retain all information used for audit purposes and is under no obligation to provide said information to PROPERTY OWNER, unless and until the issue is submitted to mediation and/or arbitration, at which point all relevant materials must be shared with PROPERTY OWNER in so far as it does not breach confidentiality agreements between COMPANY and other parties.

7. Duties and Obligations of COMPANY. COMPANY promises, represents and warrants to PROPERTY OWNER as follows:

- 7.1. Compliance with Law. COMPANY shall obtain and pay for all required permits and studies with respect to construction and operation of the Wind Energy Facility. COMPANY shall at all times comply with all laws, rules, ordinances, orders, statutes, and regulations applicable to COMPANY'S operations on and use of the Leased Premises. COMPANY reserves the right to contest the applicability of any law at no cost to PROPERTY OWNER. All costs or penalties resulting from non-compliance with the same shall be borne by COMPANY.
- 7.2. Mechanic's Liens. COMPANY shall keep the Leased Premises free and clear of any mechanic's liens and other liens for supplies, equipment, materials, services and labor purchased by COMPANY, except that the COMPANY reserves the right to contest any such lien at no cost to PROPERTY OWNER. COMPANY will post a bond or escrow sufficient

proceeds to cover the cost of removing the lien if COMPANY intends to or does contest the lien.

7.3. Taxes and Utilities. COMPANY shall pay when due all real and personal property taxes attributable to the Wind Energy Facility on the Leased Premises, as such taxes are determined in accordance with Section 8.6. COMPANY shall provide a copy of any payment in lieu of tax agreement, and any amendments thereto, to the PROPERTY OWNER within 30 days of entering into the same with a taxing authority. COMPANY is not required to pay increases in taxes due to improvements made by PROPERTY OWNER, excepting improvements made by PROPERTY OWNER at the request of COMPANY and for COMPANY's primary benefit. COMPANY shall also pay when due all charges for electricity, water, gas, telecommunications and other utility services used by COMPANY on the Leased Premises. COMPANY shall pay both seller and purchaser portion of any and all Maine real estate transfer taxes when due.

7.3.1. Tree Growth Tax Classification. COMPANY shall be responsible for and shall reimburse PROPERTY OWNER for any penalties for withdrawal of any or all of the Leased Premises and/or the Premises or any portion thereof from Maine Tree Growth Tax Law or any similar tax classification arising from this Lease and from COMPANY's activities under this Lease. COMPANY will reimburse PROPERTY OWNER for any additional taxes or assessments or increase in taxes or assessments that are imposed for tax years during the term of this Lease solely due to such withdrawal. COMPANY shall reimburse PROPERTY OWNER within 30 days of receiving any such reimbursement request from PROPERTY OWNER, except that each and every aforesaid withdrawal penalty assessed by a municipal or state tax authority shall be paid to the appropriate municipal or state tax assessor directly by the COMPANY on or before the tax payment due date upon presentation of the tax bill for the same to the COMPANY by the PROPERTY OWNER or funds to pay the same provided to the PROPERTY OWNER by the COMPANY before the payment due date. This Subsection 7.3.1 shall apply only provided that the Premises and the Leased Premises were subject to Maine Tree Growth Tax classification at the time of the Effective Date of this Lease. This obligation of COMPANY shall survive termination of this Lease.

- 7.4. Hazardous Substances. COMPANY shall not store, use, dispose of or release or cause or permit to be stored, used, disposed of or released on or under the Leased Premises or Premises during the term of this Lease any “toxic substance”, “hazardous material”, “hazardous substance” or “solid waste” as defined in any applicable federal, state, county or municipal laws and regulations, except in such amounts as (a) may be needed to construct, operate, maintain, and decommission the Wind Energy Facility and (b) are in compliance, in all material respects, with all applicable laws and regulations. COMPANY shall promptly notify PROPERTY OWNER orally (within three business days) and in writing (within seven business days) in the event any action or claim is brought against COMPANY in connection with the foregoing.
- 7.5. Maintenance of Wind Energy Facility. The COMPANY shall keep the Wind Energy Facility in good condition and repair at no cost to the PROPERTY OWNER, abiding by all applicable laws and regulations of all governmental agencies in this regard. COMPANY shall be responsible for the disposal of all trash and waste generated by the COMPANY’s use of the Leased Premises at no cost to the PROPERTY OWNER.
- 7.6. Excavations Filled In. In every location where COMPANY excavates during the construction of the Wind Energy Facility, it shall promptly (a) fill any holes with material substantially the same as was excavated, (b) restore an appropriate grade and (c) re-seed with native grass or as otherwise specified by permit condition. COMPANY will remove any topsoil left over unless prior to its removal PROPERTY OWNER requests in writing that it be left on site for PROPERTY OWNER’s use, or as required by applicable laws and regulations.
- 7.7. Surrender of Possession and Restoration of Leased Premises. COMPANY agrees to quietly surrender and return the Leased Premises to PROPERTY OWNER on termination of this Lease. COMPANY agrees to remove within nine (9) months after expiration of the term or termination all footings, concrete pads, anchors, guy wires, fences, towers and other fixtures (up to three feet underground) that are part of the Wind Energy Facility, to cover or fill all holes, trenches and other excavations made by COMPANY, and to replace any topsoil that was removed in putting up wind monitoring equipment and wind turbines and re-seed to the extent allowed by applicable permitting with native grass. COMPANY shall have no obligation to remove any fixture or part thereof located more than three feet underground. COMPANY shall have no obligation to remove any access roads constructed by COMPANY. Subject to COMPANY agreeing to indemnification and insurance provisions comparable to Section 11

hereunder, and to COMPANY's (a) following all applicable laws, regulations, and permit conditions, and (b) obtaining all necessary state and federal permits and approvals, Property Owner shall license the Company to enter the Premises for such purpose during such removal period.

7.8. Decommissioning Fund. COMPANY shall submit a decommissioning plan in its application to the Maine Land Use Regulation Commission (LURC), and shall comply with LURC's permit conditions regarding decommissioning of the Wind Energy Facility. The Company is liable for any and all costs of removal under Section 7.7, whether or not they are fully provided for by the Company's decommissioning plan or the LURC permit conditions. In the event Company cannot or does not comply in full with the requirements of Section 7.7, then Property Owner, may remove and dispose of such wind turbines and improvements from the Premises without notice and without liability to Company for any damage to removed equipment, and the Company shall on request promptly reimburse Property Owner for all of its removal expenses. Liabilities of Company under Sections 7.7 and 7.8 shall survive the termination or expiration of this Lease.

7.9. Specifications. COMPANY shall provide PROPERTY OWNER copies of relevant drawings of the Wind Energy Facility for the purpose of identifying the locations of COMPANY's equipment on the Leased Premises.

8. Duties and Obligations of PROPERTY OWNER. PROPERTY OWNER promises, represents and warrants to COMPANY as follows:

8.1. Title to Leased Premises. COMPANY shall satisfy itself as to PROPERTY OWNER's title to Premises and Leased Premises by obtaining its own title report or title insurance prior to the execution of this Lease. PROPERTY OWNER and each person signing the Lease on behalf of PROPERTY OWNER have the full and unrestricted power and authority to execute and deliver this Lease and grant the easements and rights herein granted. The execution and delivery of this Lease will not violate any agreement or other obligation by which PROPERTY OWNER is bound, subject to agreement of its existing mortgage lender as to this Lease and all related agreements between PROPERTY OWNER and COMPANY and/or other persons or entities and compliance with Section 12.3.

8.2

[REDACTED]

8.3 Quiet Enjoyment: No Material Interference. As long as COMPANY is not currently in default under this Lease beyond the expiration of any applicable notice and/or cure period, COMPANY shall have the quiet use and enjoyment of the Leased Premises in accordance with the terms of this Lease. PROPERTY OWNER will not use the Leased Premises or the Premises in a way which would unreasonably interfere with COMPANY's development, construction, or operation of the Wind Energy Facility. In accordance with the terms and conditions set forth in Section 1.6, PROPERTY OWNER may carry out activities on the Leased Premises and/or Premises regarding another wind energy facility on other lands of Bayroot. PROPERTY OWNER will not use the Leased Premises or Premises in any way that would (i) impede or decrease the wind energy reaching the Leased Premises, and/or (ii) interfere with the wind speed or direction across the Leased Premises. PROPERTY OWNER will not take or permit its agents to take any actions that would interfere with the use of or damage COMPANY's underground power lines. PROPERTY OWNER will not assign or encumber the Leased Premises (except as authorized by Sections 12.2 and 12.3) without COMPANY's prior written consent. PROPERTY OWNER will not grant any license, easement or other right with respect to the Leased Premises, which would unreasonably interfere with COMPANY's operation of the Wind Energy Facility, without COMPANY's consent. Notwithstanding anything to the contrary herein, PROPERTY

OWNER, without prior written consent from COMPANY, will neither build nor permit to be built on the Premises any obstruction over one hundred feet (100') in height within two thousand feet (2,000') in any direction of any wind turbine built on the Leased Premises.

8.4 Hazardous Substances. To PROPERTY OWNER's knowledge no "toxic substance", "hazardous material", "hazardous substance" or "solid waste" as defined in any federal, state, county or municipal law or regulation has been stored, used, disposed of or released on or under the Leased Premises or Premises by the PROPERTY OWNER before the Effective Date of this Lease, except in such amounts as may have been needed in agricultural or forest management use and in full compliance with all applicable laws and regulations. PROPERTY OWNER shall not store, use, dispose of or release or cause or permit to be stored, used, disposed of or released on or under the Leased Premises or Premises during the term of this Lease any "toxic substance", "hazardous material", "hazardous substance" or "solid waste" as defined in any federal, state, county or municipal laws and regulations, except in such amounts as may be needed in agricultural or forest management use and in compliance with all applicable laws and regulations. PROPERTY OWNER shall promptly notify COMPANY orally (within three business days) and in writing (within seven business days) in the event any action or claim is brought against PROPERTY OWNER concerning the Premises or the Leased Premises in connection with the foregoing. COMPANY shall have the option, but not the obligation, at its cost and expense, to participate in litigation regarding any such action or claim.

8.5 Mortgage Payments; Mechanic's Liens. PROPERTY OWNER agrees to pay, when due, any and all mortgage obligations of PROPERTY OWNER in regard to the Leased Premises and the Premises. COMPANY has the right, but is not obliged, to pay any such obligations which PROPERTY OWNER fails to pay, and to deduct that amount from payments which otherwise would have been made to PROPERTY OWNER under this Lease. PROPERTY OWNER shall keep the Leased Premises at all times free and clear of any mechanic's liens and other liens for labor, services, supplies, equipment or materials purchased by PROPERTY OWNER, except that PROPERTY OWNER reserves the right to contest any such lien at no cost to COMPANY. PROPERTY OWNER will post bond or escrow sufficient proceeds to cover the cost of removing the lien if PROPERTY OWNER intends to or does contest the lien.

8.6 Property Taxes. PROPERTY OWNER shall pay when due, all real property taxes and assessments on the Leased Premises and the Premises, excluding those taxes and assessments attributable to the Wind Energy Facility, which Company shall pay as detailed in Section 7.3 and Section 7.3.1. COMPANY has the right, but is not obliged, to pay any such obligations which PROPERTY OWNER has failed to pay, and to deduct that amount from payments which otherwise would have been made to PROPERTY OWNER under this Lease. PROPERTY OWNER agrees to cooperate with COMPANY in proposing to the local tax assessor that the Wind Energy Facility be assessed separately as a suffix to PROPERTY OWNER's tax parcel with COMPANY being solely liable for payment of any and all taxes levied on the Wind Energy Facility. In the event such a proposal is denied and taxes related to the Wind Energy Facility are levied in the name of PROPERTY OWNER, COMPANY agrees to promptly reimburse PROPERTY OWNER for that portion of taxes levied on the Wind Energy Facility, along with any penalties or interest due because of late payment on the part of COMPANY. Alternatively, COMPANY shall have the right to pay any taxes levied on the Wind Energy Facility directly to the taxing authority. PROPERTY OWNER agrees to provide COMPANY prompt written notice of the amounts that are due. It is agreed that PROPERTY OWNER and COMPANY retain the right to contest, at their respective cost and expense, the amount or legal validity of any taxes, assessments or other charges for which each is responsible under this Lease, and may take whatever action they consider appropriate.

8.7 Cooperation. PROPERTY OWNER agrees to promptly sign and execute all applications and related documents (which documents do not constitute a sale, assignment, mortgage, transfer or grant of subleases of any or all of COMPANY's rights and interests under this Lease requiring written consent of the PROPERTY OWNER under Section 12.3) when requested by COMPANY so that COMPANY may obtain land use permits, building permits, environmental impact reviews or any other approvals necessary for the construction, operation or financing of the Wind Energy Facility. PROPERTY OWNER agrees that, within twenty (20) days after receipt of written notice request by COMPANY, PROPERTY OWNER shall: (i) join in all grants for rights-of-way and easements for electric and other public utilities and facilities and any other electric power purpose including any power transmission line as COMPANY shall deem necessary or desirable for its development and use of the Leased Premises; (ii) join with COMPANY in requesting any and all zoning changes or other land use permits and/or approvals necessary or desirable for COMPANY's development and use of the Leased Premises as contemplated by this Lease; (iii) join in any necessary or desirable nondisturbance,

subordination and attornment agreements contemplated by Sections 12 and 13 and meeting the terms thereof as to PROPERTY OWNER requirements, in order to assist the COMPANY with obtaining or maintaining project financing; (iv) join with the COMPANY in contesting any real property tax or assessment applicable to the Leased Premises and/or the Wind Energy Facility; and (v) execute and deliver such other documents (including without limitation such modifications to this Lease as may be necessary or desirable for COMPANY to benefit from any governmental or private grants, credits or other benefits associated with COMPANY's business or at the request of any mortgagee) so long as such modifications do not adversely affect PROPERTY OWNER in PROPERTY OWNER's sole and reasonable estimation. All costs incurred in regard to the activities under this Section 8.6 will be paid by COMPANY. COMPANY shall use reasonable efforts to keep PROPERTY OWNER notified of the progress of the major development and operating activities and any impending activities that would require the cooperation of both parties as described in this Section 8.7.

8.8 To the knowledge of PROPERTY OWNER, PROPERTY OWNER has complied in all material respects with all environmental laws applicable to the Leased Premises, and no action, suit, proceeding, hearing investigation, complaint, claim, demand or notice has been filed, commenced or, to the knowledge of PROPERTY OWNER, threatened against PROPERTY OWNER alleging the failure to comply with any such applicable environmental law. PROPERTY OWNER does not have any knowledge of any condition, fact or circumstance that would reasonably be expected to result in the imposition of liabilities under any applicable environmental laws at the Leased Premises.

9 Waived Right to Object. PROPERTY OWNER acknowledges that certain aspects inherent to the operation of the Wind Energy Facility may result in some nuisance, such as visual impacts, possible increased noise levels, possible shadow flicker on residences, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. COMPANY will attempt to minimize any impacts to PROPERTY OWNER in part by taking every reasonable measure to meet or exceed standard U.S. wind industry practices in designing the Wind Energy Facility, and abiding by all regulations pertaining to the permitting and design of the Wind Energy Facility. PROPERTY OWNER understands and has been informed by COMPANY that the Wind Energy Facility on the Leased Premises may result in some nuisance, and hereby accepts such nuisance and waives its right to object to such nuisance.

10 Access to Leased Premises

10.1 Third-Party Access. PROPERTY OWNER and COMPANY shall each have the right to authorize access of third parties upon the Leased Premises without permission from the other, provided that no material inconvenience is caused to the other. COMPANY may authorize third party access for the purposes of this Lease. PROPERTY OWNER and COMPANY shall each have the right to prevent and control access of third parties to the Leased Premises, unless either PROPERTY OWNER or COMPANY has authorized the third parties.

10.2 Safety. PROPERTY OWNER understands and has been informed that certain safety hazards may exist due to COMPANY's equipment being installed on the Leased Premises. PROPERTY OWNER agrees to take appropriate precautions on and around the Leased Premises (including without limitation avoiding the Leased Premises) during certain hazardous conditions that may impose a safety hazard to PROPERTY OWNER and its agents, employees and permittees. Such hazardous conditions include, but are not limited to, lightning storms, high wind conditions, icing, and construction and maintenance activities relating to COMPANY's equipment. High wind conditions are present where sustained wind at a specific wind turbine meets or exceeds that wind turbine's maximum rated operating wind speed (the "cut-out" wind). High wind conditions can be visually observed during periods of excessive wind and where the turbine rotor is not rotating. Icing conditions are present where specific weather conditions promote the accretion of rime or glaze ice on stationary or rotating components of the wind turbine, and where shedding of such ice may pose a safety hazard to individuals present within a certain distance from the turbine. COMPANY shall provide PROPERTY OWNER an assessment of the icing hazards and risks specific to the Wind Energy Facility and Premises, and, if deemed necessary, establish a control or notification protocol. During such hazardous conditions it is advised that PROPERTY OWNER take appropriate precautions within a five hundred foot (500') radius of the wind turbine. In addition, PROPERTY OWNER and its agents, employees and permittees shall not approach within a five hundred foot (500') radius of a wind turbine during Wind Energy Facility major construction or maintenance activities without prior approval from COMPANY. COMPANY shall provide prior notification as soon as practical to PROPERTY OWNER of the start and end dates of such major activities.

10.3 Public Use Restrictions. COMPANY recognizes that public access may be generally permitted on the Premises and Leased Premises. COMPANY may restrict public access within a five hundred foot (500') radius of the wind turbines. In icing conditions the Company may request that this five hundred foot (500') radius be extended to one thousand feet (1,000'). Upon this election, COMPANY shall post appropriate signage indicating this restriction. COMPANY will be responsible for all costs associated with this public use restriction, including tax payments described in and consistent with Section 7.3 above. COMPANY reserves the right to revise and amend this Section 10.3 provided that it (a) complies with the applicable regulations imposed by permitting and taxing authorities and (b) obtains prior written consent of PROPERTY OWNER, such consent not to be withheld unreasonably.

11 Indemnification Provisions and Insurance

11.1 Indemnification. Each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party and such party's mortgagees, officers, directors, employees and agents (the "Indemnified Party") against any and all liabilities, claims, losses, damages (subject to the limitations of Section 24), or expenses of any type or kind, including reasonable attorneys' fees, resulting from or arising out of (i) any breach of the terms and conditions of this Lease by the Indemnifying Party, its employees, agents or permittees, (ii) any operations of the Indemnifying Party, its employees, agents or permittees on the Leased Premises or the Premises; (iii) any misrepresentation by the Indemnifying Party in this Lease; (iv) any negligent act or negligent failure to act on the part of the Indemnifying Party, its employees, agents or permittees. This indemnification shall survive the expiration or earlier termination of this Lease. This indemnification shall not apply to liabilities, claims, losses, damages or expenses of any type or kind caused by any negligent or deliberate act or omission on the part of the Indemnified Party or its employees, agents or permittees.

11.2 Insurance. At all times during the terms of this Lease, COMPANY shall maintain and pay for liability insurance covering all risks arising directly or indirectly out of COMPANY's activities on the Leased Premises or the Premises and shall name PROPERTY OWNER as an additional insured. Such coverage shall include an annual limitation of One Million Dollars (\$1,000,000) per occurrence for bodily and property damage claims, and an annual limitation of Two Million Dollars (\$2,000,000) for general aggregate claims. Precedent to the Start of Construction, the annual limitation for general aggregate claims shall be Five Million Dollars

(\$5,000,000). COMPANY shall agree that during the term of this Lease it will maintain appropriate and reasonable insurance coverage with rates commensurate with industry standards should such standards be different from those described in this Section 11.2.

12 Assignments

12.1 COMPANY. COMPANY shall at all times have the right to sell, assign, mortgage, transfer or grant subleases of any or all of its rights and interests under this Lease with PROPERTY OWNER's written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that the term of any such transfer shall not extend beyond the term of this Lease and that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Lease. No such sale, assignment, transfer, or sublease shall relieve COMPANY of its obligations under this Lease, unless COMPANY assigns its entire interest hereunder (including the Decommissioning Fund) and the assignee assumes all obligations of COMPANY hereunder, in which event COMPANY shall have no continuing liability, except as to previously incurred indemnification obligations. The burdens of the leasehold rights granted in this Lease to the COMPANY shall run with and against the Leased Premises and, to the extent applicable under this Lease, with and against the Premises and shall be a burden thereon for the length of the Lease and shall be binding upon and against PROPERTY OWNER and its successors, assigns, permittees, licensees, employees, and agents. The leasehold rights granted to the COMPANY by this Lease shall inure to the benefit of COMPANY and, subject to the terms of this Lease, to its successors, assigns, permittees, licensees, employees and agents. COMPANY shall give written notice to PROPERTY OWNER of any assignment including the name, address, and phone number of the party receiving the assignment. Furthermore, COMPANY shall designate one party as the sole party to which PROPERTY OWNER shall make all notifications (hereinafter called the "Designated Party"), and it shall be the responsibility of the COMPANY to notify PROPERTY OWNER of any changes to the identity of or contact information for this Designated Party. Within five (5) business days, the Designated Party will convey each such notice to each and every party holding any portion of COMPANY's initial interests under this Lease.

12.2 PROPERTY OWNER. PROPERTY OWNER shall continue to have the right to sell, mortgage or transfer the Premises and the Leased Premises and/or assign its rights under this Lease. No such sale, mortgage, assignment, or transfer shall relieve PROPERTY OWNER of its obligations under this Lease, unless PROPERTY OWNER assigns its entire interest

hereunder and the assignee becomes the owner of the legal rights requisite to fulfill, and does assume, all obligations of PROPERTY OWNER hereunder, in which event PROPERTY OWNER shall have no continuing liability. PROPERTY OWNER may retain the right to receive payments under this Lease in whole or in part after the sale or transfer of the Premises or Leased Premises; provided, however, that in such case PROPERTY OWNER shall fully remain liable for all of PROPERTY OWNER's obligations under this Lease. PROPERTY OWNER shall give written notice to the Designated Party of any assignment or transfer, including the name, address, and phone number of the party receiving the assignment and the extent of any such assignment or transfer.

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12.4 Further Assurances. Each of the parties to this Lease agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as may be necessary or desirable to fully effectuate each and all of the purposes and intent of this Lease, including consents to any assignments, pledges or transfers permitted under Sections 12.2 and 12.3 and reasonable amendments hereto as may be required by any Lender (as defined in Section 13.1) or required in connection with the transfer by COMPANY of the rights granted hereunder to one or more entities, including encumbrance of the Leased Premises by the

COMPANY as contemplated by Section 13. PROPERTY OWNER expressly agrees that it shall from time to time enter into reasonable non-disturbance agreements with any Lender which requests such an agreement providing that PROPERTY OWNER shall recognize the rights of the Lender and not disturb its possession of the Leased Premises so long as COMPANY is not in default of any of the provisions of this Lease. Any such agreement shall contain provisions identical or similar to those described in Section 13.2 hereof. PROPERTY OWNER and COMPANY further agree that they shall, at any time and from time to time during the term of this Lease within fifteen (15) days of a written request by the other party, execute, acknowledge and deliver to the requesting party an estoppel certificate certifying to the other party and/or to any third party specified by the other party that this Lease is unmodified and in full force and effect (or modified and stating the modifications). The estoppel certificate shall also state the dates on which the payments and any other charges have been paid and that there are no defaults existing (or that defaults exist and the nature of such defaults).

13 Encumbrance of Leased Premises; Required Notices to Lenders

13.1 Right to Encumber. COMPANY shall have the right at any time to mortgage to any entity (herein, a "Lender") all or any part of COMPANY's interest under this Lease and the rights created by this Lease, subject to the written consent of PROPERTY OWNER under Section 12.1.

13.2 Covenants for Lenders' Benefit. Should COMPANY mortgage any of its interest as provided in Section 12.1 and 13.1 above, COMPANY and PROPERTY OWNER expressly stipulate and agree between themselves and for the benefit of any Lenders as follows:

13.2.1 They shall not mutually alter or mutually cancel this Lease without the prior written consent of any and all Lenders, which consent shall not be unreasonably withheld or delayed.

13.2.2 Each Lender shall have the right to do any act or thing required to be performed by COMPANY under this Lease, and any such act or thing performed by the Lender shall be as effective to prevent a default under this Lease and/or a forfeiture of any of COMPANY's rights under this Lease as if done by COMPANY itself.

13.2.3 No default which requires the giving of notice to COMPANY shall be effective unless a like notice is given to the Designated Party (as that term is defined in Section 12.1). If PROPERTY OWNER shall become entitled to terminate this Lease due to an uncured default by COMPANY, PROPERTY OWNER shall not terminate this Lease unless it has first given written notice of such uncured default and of its intent to terminate this Lease to the Designated Party and has then waited at least thirty-five (35) days to allow any Lender (noticed by the Designated Party, pursuant to Section 12.1) to cure the default to prevent such termination of this Lease. Furthermore, if within such thirty-five (35) day period a Lender notifies PROPERTY OWNER that it must foreclose on COMPANY's interest or otherwise take possession of COMPANY's interest under this Lease in order to cure the default, PROPERTY OWNER shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire COMPANY's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by COMPANY, provided that such Lender agrees to compensate PROPERTY OWNER for any such delay by making the payments required hereunder to PROPERTY OWNER during any such period of delay.

13.2.4 In case of the termination of this Lease as a result of any default or the insolvency, bankruptcy or appointment of a receiver in bankruptcy for COMPANY, PROPERTY OWNER shall give prompt notice to the Designated Party. PROPERTY OWNER shall, upon written request of the first priority Lender (as reported to PROPERTY OWNER by Designated Party), made within forty-five (45) days after notice to the Designated Party, enter into a new lease agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination of this Lease, upon the prevailing terms, covenants, conditions and agreements contained in this Lease. Upon the execution of any such new lease agreement, the Lender shall (i) pay PROPERTY OWNER any amounts which are due PROPERTY OWNER from COMPANY, (ii) pay PROPERTY OWNER any and all amounts which would have been due under this Lease (had this Lease not been terminated) from the date of the termination of this Lease to the date of the new lease agreement, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Lease to be performed by COMPANY to the

extent that COMPANY failed to perform the same prior to the execution and delivery of the new lease agreement.

13.3 Any notices by PROPERTY OWNER for the benefit of any and all Lenders as described in this Section 13 shall be made by the PROPERTY OWNER to the Designated Party. Within five (5) business days, the Designated Party will convey such notice to each and every Lender. Also, within ten (10) days of receipt of a written request from the PROPERTY OWNER, the Designated Party shall provide PROPERTY OWNER with a current and complete list of Lenders, with designation of the first priority Lender, upon which PROPERTY OWNER may rely for the purposes of Section 13.2.

14 Notices. All notices or other communications required or permitted by this Lease, including payments to PROPERTY OWNER, notices to the Designated Party and changes to the following addresses, shall be in writing and shall be deemed given when (i) personally delivered to PROPERTY OWNER, COMPANY or the Designated Party (ii) five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or, (iii) one day after deposit with a nationally recognized overnight delivery service. The following addresses shall be used for the foregoing purposes.

If to PROPERTY OWNER:
Bayroot LLC
c/o Wagner Forest Management, Ltd
150 Orford Road, P.O. Box 160
Lyme, New Hampshire 03768

with a copy to PROPERTY OWNER'S counsel:
Karen A. Huber, Esq.
Eaton Peabody
P.O. Box 1210, 80 Exchange Street
Bangor, ME 04402-1210

If to COMPANY:
Highland Wind LLC
c/o Wagner Energy LLC
150 Orford Road, P.O. Box 160
Lyme, New Hampshire 03768

with a copy to Angus S. King, Jr.
COMPANY'S Bernstein Shur
counsel: 100 Middle Street, P.O. Box 9729
Portland, Maine 04104.

If to Designated Record Hill Wind LLC
Party: c/o Wagner Energy LLC
150 Orford Road, P.O. Box 160
Lyme, New Hampshire 03768

with a copy to Angus S. King, Jr.
Designated Party's Bernstein Shur
counsel: 100 Middle Street, P.O. Box 9729
Portland, Maine 04104

or such address as PROPERTY OWNER, COMPANY, Designated Party, and/or the counsel of each may from time to time specify by giving written notice to the other parties.

15 Condemnation Provisions

15.1 Termination of Lease. If all of the Leased Premises is taken by condemnation, or is purchased by any government agency or governmental body exercising the power of eminent domain, or should a partial taking render the remaining portion of the Leased Premises substantially unusable for COMPANY's permitted uses, determined in COMPANY'S reasonable discretion, then this Lease shall terminate upon the vesting of title or taking of possession. If the taking is partial, the COMPANY shall have the option of terminating this Lease or continuing this Lease with the payments to PROPERTY OWNER being recalculated to the mutual agreement of the parties hereto to reflect the taking.

15.2 Awards and Damages. All payments made on account of any taking by eminent domain shall be made to PROPERTY OWNER, except that COMPANY shall be entitled to any portions of said award made for the reasonable removal and relocation costs of any removable Wind Energy Facility property that COMPANY has the right to remove, and for the loss and damage to any such Wind Energy Facility property that COMPANY elects or is required not to remove, and for the loss of use of the Leased Premises by COMPANY. It is agreed that COMPANY shall

have the right to participate in any settlement or court proceedings. If the parties do not agree upon a division of such payment(s), it shall be set by mediation and arbitration, pursuant to Section 26. In no event shall the PROPERTY OWNER be liable to COMPANY for any amounts in excess of the payment(s) received, less PROPERTY OWNER's reasonable legal and other expenses incurred in association with said taking.

16 Abandonment Provisions. Any improvements constructed or placed on the Leased Premises by COMPANY permitted by this Lease shall be owned and remain the sole property of COMPANY. In the event that some of the wind turbines are not running and generating electrical power for a period of twelve (12) consecutive months, those wind turbines and improvements shall be considered abandoned unless the cause of the non-operation of the wind turbine is beyond COMPANY's reasonable control, and COMPANY shall remove them from the Leased Premises in accordance with Section 7. above. In the event COMPANY cannot remove said abandoned turbines, PROPERTY OWNER may remove such wind turbines and improvements from the Leased Premises without notice and without liability for damage at COMPANY's sole expense. Notwithstanding the foregoing, no property shall be considered abandoned during any period during which COMPANY is making current payments to PROPERTY OWNER with respect thereto under Section 4 hereof.

17 Default and Termination.

17.1 If an event of default occurs and remains uncorrected, the non-defaulting party shall have the right, subject to Section 13 above, to terminate this Lease without prejudice to any other rights and remedies under this Lease. Each of the following shall constitute an event of default:

17.1.1 Either party fails to pay amounts required to be paid by this Lease when due, and such failure or omission has continued for thirty (30) days after written notice from the other party; or

17.1.2 Either party fails in any material respect to perform or comply with any of the other terms, duties, obligations or conditions of this Lease and such failure or omission has continued for thirty (30) days (or such longer period as may be reasonably required to cure such failure or omission, if such failure or omission cannot reasonably be cured with a thirty (30) day period) after written notice from the other party; or

- 17.1.3 A party makes a general assignment for the benefit of creditors, files for protection or liquidation under the bankruptcy or other similar laws of the United States or any other jurisdiction or has a involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within sixty (60) days after filing.
- 17.2 Termination by COMPANY. COMPANY may terminate this Lease at any time by giving PROPERTY OWNER at least ninety (90) days notice (one hundred eighty (180) days notice after the Commercial Operations Date) and paying all payments due through the date of termination. PROPERTY OWNER shall be entitled to retain all payments made to the date of termination. In accordance with Section 7, COMPANY shall remove the Wind Energy Facility and related equipment.
- 17.3 Casualty. If all of the Leased Premises is destroyed or damaged by a casualty event (i.e., fire, flood or earthquake) or if a portion of the Leased Premises is so destroyed or damaged such as to render the Leased Premises substantially unusable for COMPANY'S permitted uses, determined in COMPANY'S sole discretion in the event of total loss and in it's reasonable discretion in the event of partial loss, then COMPANY shall have the right, upon thirty (30) days prior notice to PROPERTY OWNER, to terminate this Lease and any rent payments due to PROPERTY OWNER shall be prorated accordingly.
- 18 Force Majeure - Delays. If PROPERTY OWNER or COMPANY are prevented from performing any act required by this Lease due to any acts of God, strike, lock-out, labor trouble, restrictive governmental laws or regulations (not in existence upon the Effective Date of this Lease), or for any other reason beyond the control of the party required to perform the act, the time for the performance of the act shall be extended for a period equivalent to the period of delay.
- 19 Notice of Termination. In the event of termination of this Lease, COMPANY shall properly execute, acknowledge and deliver to PROPERTY OWNER within thirty (30) days of request thereof, a Notice of Termination or any other such instrument or document as may be necessary or desirable in order to remove the Lease from PROPERTY OWNER's title. The promise of COMPANY to properly execute and deliver said Notice of Termination and/or any other document

is a material consideration to entering into this Lease and shall survive the termination of this Lease.

20 No Waiver. No waiver of any right under this Lease shall be effective for any purpose unless in writing, signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provisions of this Lease. The waiver of time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

21 Time of Essence. Time is of the essence in regard to this Lease and to all the terms, conditions, promises, representations, warrants, duties, obligations, and agreements contained in this Lease.

22 Construction of Lease

22.1 Governing Law. The terms and provisions of this Lease shall be interpreted and enforced in accordance with the laws of the State of Maine applicable to contracts made and to be performed wholly within such State and without reference to the choice of law principles of the State of Maine or any other state.

22.2 Interpretation. The parties agree that the terms and provisions of this Lease embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, or more strictly against, either party.

22.3 Partial Invalidity. If any term, provision, condition, or part of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms, provisions, conditions, or parts, or application thereof to any person or circumstance shall continue in full force and effect, unless the invalidity or unenforceability in question causes the primary intention of the parties under this Lease to be frustrated.

22.4 Headings. The section and paragraph headings in this Lease are for convenience only and shall not limit or affect the meaning of this Lease in any way.

22.5 Approvals; Consents. Whenever any party to this Lease is given an approval/consent right and unless otherwise expressly stated in this Lease, any such approval/consent shall not

unreasonably be withheld or delayed. If approval is withheld, then within ten (10) business days of the date on which the request is delivered, the withholding party shall state in writing with particularity the reason or reasons for the withholding of approval and shall propose conditions or changes that would facilitate approval. If no such notice withholding approval is received within 10 business days of the on which the request is delivered, then approval shall be deemed granted.

23 Notice of Lease. PROPERTY OWNER and COMPANY hereby agree that this Lease shall not be recorded in the public records of appropriate governmental subdivision. PROPERTY OWNER and COMPANY shall execute a Notice of Lease, in the form attached hereto as **EXHIBIT C**, wherein a legal description of the Premises and Leased Premises, the term and certain other terms and provisions hereof, excepting, however, the provisions hereof relating to the amount of payment payable hereunder, are set forth. The Notice of Lease shall be recorded with the Register of Deeds of the appropriate County. Any and all recording fees, cost and real estate transfer tax (buyer and seller portion) if any, required in connection with the recording of the Notice of Lease shall be at the sole cost and expense of COMPANY.

24 Limitations. Neither the PROPERTY OWNER nor COMPANY shall be liable to the other party claiming by or through them for any special, indirect, incidental, punitive, exemplary or consequential damages including, but not limited to lost profits or loss of business arising out of or in any manner connected with the performance or non-performance of this Lease even if the parties have knowledge of the possibility of such damages, but this shall not apply to any claim of PROPERTY OWNER for unpaid rent.

25 Attorneys' Fees. If any party brings any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Lease or for the interpretation of this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding.

26 Mediation and Arbitration

26.1 Mediation of Disputes. Any controversy, claim or dispute between the PROPERTY OWNER and COMPANY arising out of or related to this Lease or the breach hereof which cannot be resolved by mutual agreement shall be first resolved by mediation where the third party mediator is mutually agreed upon by both parties or is chosen by a representative of each party.

The costs of mediation shall be borne equally and each party shall bear its own attorneys' fees incurred in connection with the mediation.

26.2 Arbitration of Disputes. Should such mediation fail to resolve the dispute, the parties shall resolve the dispute by submitting such dispute for binding arbitration in accordance with the provisions contained herein and in accordance with the commercial arbitration rules of the American Arbitration Association ("Rules"); provided, however, that notwithstanding any provisions of such Rules, the parties shall have the right to take depositions and obtain discovery in accordance with the Civil Practice Law and Rules of the State of Maine regarding the subject matter of the arbitration, and further provided that the arbitration shall not be consummated as an American Arbitration Association sanctioned arbitration except with the consent of all parties thereto. Judgment of any arbitration award may be entered in any court having jurisdiction. The arbitrators shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including but not limited to whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein.

26.3 Commencement of Arbitration Proceeding. Any party desiring arbitration shall serve on the other party its notice of intent to arbitrate ("notice"), accompanied by the name of the arbitrator selected by the party serving the notice. A second arbitrator shall be chosen by the other party, and a third arbitrator shall be chosen by the two arbitrators so selected. If the party upon whom the notice is served fails to select an arbitrator and advise the other party of its selection within fifteen (15) days after receipt of the notice, the second arbitrator shall be selected by the first arbitrator. If the two arbitrators so chosen cannot agree upon a third arbitrator within ten (10) days after the appointment of a second arbitrator, the third arbitrator shall be selected in accordance with the Rules. PROPERTY OWNER and COMPANY may agree to arbitration by a single, mutually agreed arbitrator in lieu of the foregoing procedure. The arbitration proceedings provided hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration.

26.4 Cost of Arbitration. If the arbitrators find decisively in favor of one of the parties, the losing party shall pay the entire cost of the arbitration, and also shall pay the prevailing party's reasonable attorneys' fees incurred in connection with the arbitration. If the arbitrators instead settle the dispute by awarding each party a material part of what it was seeking, then the costs

of arbitration shall be borne equally and each party shall bear its own attorneys' fees incurred in connection with the arbitration.

26.5 Location. All arbitration proceedings shall be held in the State of Maine.

26.6 Filing deadlines. Notice of the demand for arbitration shall be filed in writing with the other party to this Lease. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

26.7 **ACKNOWLEDGEMENT OF ARBITRATION.** **Each party understands that this Lease contains an agreement to arbitrate. After signing this Lease, neither party will be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead the parties agree to submit any such suit to an impartial arbitrator or arbitrators.** If either party refuses to submit to arbitration after agreeing to this provision, that party may be compelled to arbitrate under the authority of the Civil Practice Laws and Rules of the State of Maine. A party's agreement to this arbitration provision is voluntary. By signing the Lease PROPERTY OWNER warrants that PROPERTY OWNER has read and understood the foregoing and agrees to submit disputes arising out of the matters included in the arbitration of disputes' provision to neutral arbitration.

27 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.

28 Entire Agreement. This Lease, together with its attached Exhibits A, B, and C, contains the entire agreement between PROPERTY OWNER and COMPANY and supersedes and replaces any prior agreements, discussions or understandings, written or oral between PROPERTY OWNER and COMPANY pertaining in any way to this Lease. This Lease may not be changed, modified or amended, in whole or in part, except in writing signed by both PROPERTY OWNER and COMPANY or their authorized representatives.

29 PROPERTY OWNER Review. PROPERTY OWNER acknowledges that PROPERTY OWNER has been afforded sufficient time to review and understand the terms and effects of this Lease and to submit it to legal counsel of PROPERTY OWNER's choosing for review and advice. PROPERTY OWNER represents that the agreements and obligations herein are made voluntarily, knowingly and without duress.

30 Confidentiality. Except as may be disclosed on the Notice of Lease under Section 23, the terms and conditions of this Lease shall remain confidential between the PROPERTY OWNER and COMPANY for the duration of the Lease, except that PROPERTY OWNER shall have the right to disclose portions or all of this Lease to its lenders, insurers or where required by law or regulation, and COMPANY shall have the right to disclose portions or all of this Lease to its lenders, investors, and insurers of the Wind Energy Facility or where required by law or regulation.

{Signatures appear on following pages.}

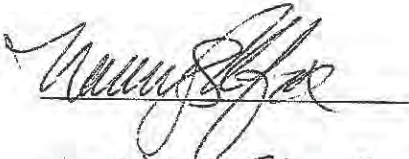
IN WITNESS WHEREOF, PROPERTY OWNER and COMPANY have caused this Lease to be executed and delivered by their duly authorized representatives as of the Effective Date.

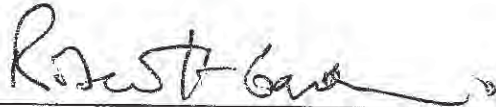
Witnesses:

COMPANY:

Highland Wind LLC,

a Delaware Limited Liability Company


Printed Nancy Stockford

By: 
Name: Robert H. Gardiner
Title: President

STATE OF Massachusetts SS:
COUNTY OF Suffolk

On the 16th day of Dec, 2009 before me, the undersigned, personally appeared Robert H. Gardiner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.


Notary Public

MICHELLE A. BRAMBLE, Notary Public
My Commission Expires February 28, 2014

Witnesses:

PROPERTY OWNER:

Bayroot LLC,
a Delaware limited liability company
By Its Manager
Wagner Forest Management, LTD.,
a New Hampshire corporation

Jonathan Kandler

Printed _____

By: *Daniel H. Hudnut*

Name: Daniel H. Hudnut

Title: Senior Project Analyst

Acknowledgements

STATE OF NEW HAMPSHIRE

SS:

COUNTY OF GRAFTON

On the 9th day of Dec., 2009 before me, the undersigned, personally appeared Daniel H. Hudnut personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.

Carolyn C. Demers
Notary Public

CAROLYN C. DEMERS, Commissioner of Deeds
My Commission Expires August 31, 2010

EXHIBIT A

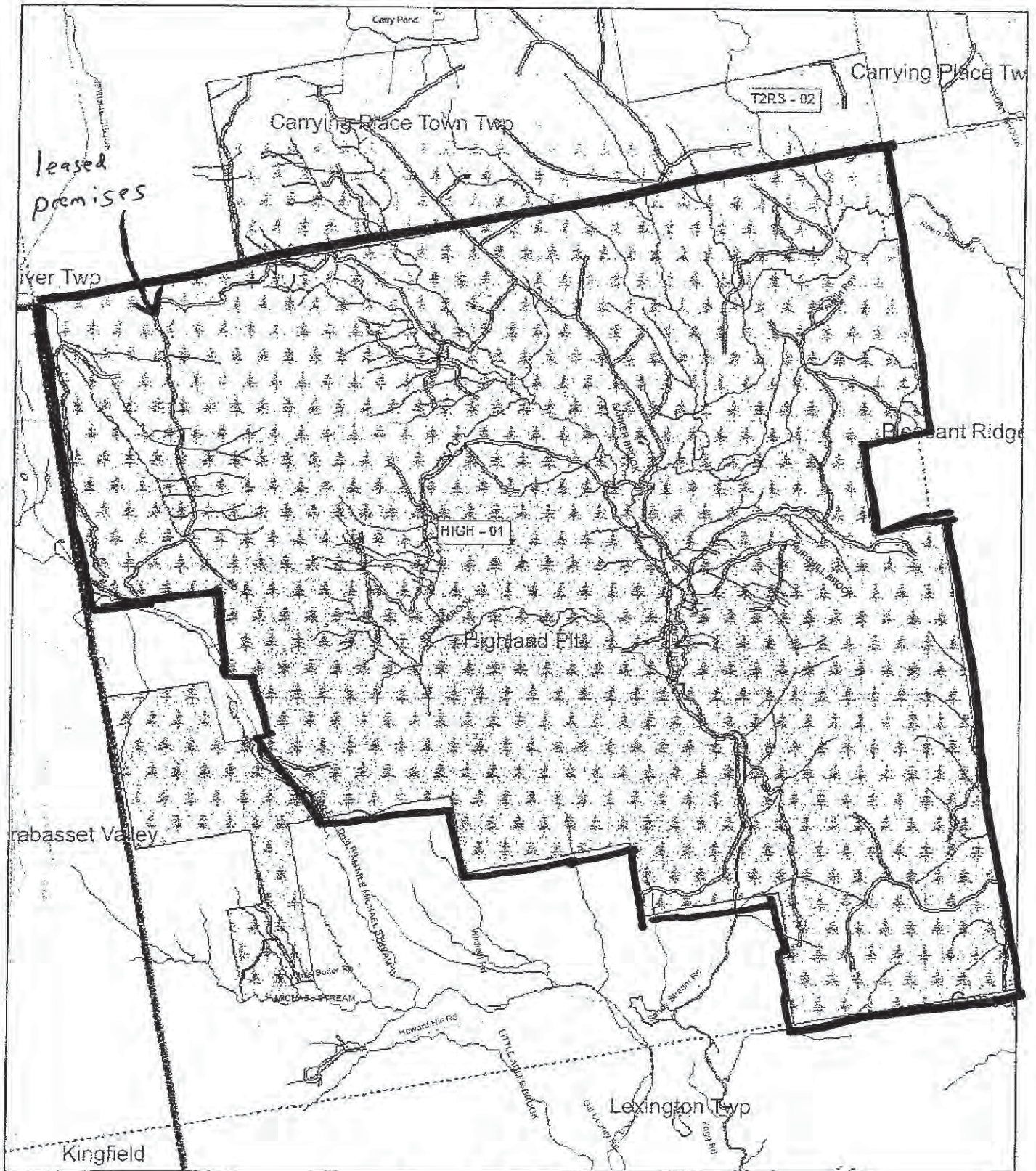
Legal Description of the Premises

That portion of PROPERTY OWNER's property in Highland Plantation, Maine, lying northerly and easterly of Long Falls Dam Road as depicted on the attached sketch map Exhibit A-1, this being a portion only of PROPERTY OWNER'S lands in the said town, as described in and being a portion of land conveyed by deed of MeadWestvaco Oxford Corporation to PROPERTY OWNER dated November 21, 2003 and recorded in Book 3237, Page 181 of the Somerset County Registry of Deeds.

Together with any and all easement rights hereafter acquired by Bayroot relating to setback waivers, sound emanations, and/or access to the premises.

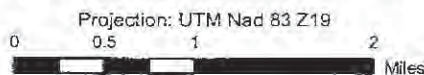
This Exhibit A may be updated periodically by mutual agreement of PROPERTY OWNER and COMPANY.

EXHIBIT A-1



- Roads**
- Primary Paved Hwy
 - Secondary Paved Hwy
 - Light Duty Rd
 - Main Gravel Rd
 - Secondary Gravel Rd
 - +— Railroad

Bayroot LLC Lands
Highland Pit, Somerset Co., ME



□ Moxie TF

Date: 6/13/05



EXHIBIT B

Leased Premises

The Leased Premises are a portion of the Premises located in Highland Plantation, Maine, as described on previous Exhibit A (the "Premises"). The Premises are owned by Bayroot, LLC (the "PROPERTY OWNER") and the landlord under the Ground Lease. The Leased Premises include those portions of the Premises where a Wind Energy Facility (as defined below) will be designed, constructed, operated, maintained and ultimately removed by Highland Wind LLC (the "COMPANY"), or the then current owner and the tenant under the Ground Lease. The Leased Premises are further described as follows.

The Leased Premises constitute those parts of the Premises and the right to use rights of way and easements appurtenant to the Premises, with the right to construct and maintain new access roads and above ground and below ground electric power lines used and to be used for: (i) wind energy turbines, including foundations, related supporting towers and electrical controllers, with each turbine rated by the manufacturer's nameplate of up to three megawatts (3 MW) (the "Turbines" and each a "Turbine"), (ii) ingress and egress to and from the sites of all Wind Energy Facility components, (iii) power lines relating to the Wind Energy Facility, (iv) access, including access for third parties and related entities, for the purposes of construction, maintenance, repair, replacement, inspection or any and all other purposes in connection with the investigation of the feasibility of, establishment, operation and removal of the Wind Energy Facility, (v) subject to the written consent of PROPERTY OWNER under the provisions of Section 12.1 of the Ground Lease, the right to grant non-exclusive licenses, sub-leases and co-leases to use such Leased Premise in connection with or to further COMPANY's operations under the Ground Lease, and (vi) such additional rights as may be necessary for the development, construction, maintenance and operation of the Wind Energy Facility and are agreed to in writing by PROPERTY OWNER.

In addition, the COMPANY has the right to occasionally enter upon and use other portions of the Premises for purposes incidental to the investigation of the viability of, and construction and use of, the Wind Energy Facility so long as such incidental use does not damage the Premises or interfere with the PROPERTY OWNER's use thereof. Such incidental uses include, by way of example and not limitation, taking photographs and/or sound measurements relating to the Leased Premises from other portions of the Premises, and conducting environmental, wildlife, geologic, and/or archaeological studies in connection with the potential impact of the Wind Energy Facility.

Additional Specifics as to Leased Premises. The Leased Premises shall include a five hundred foot (500 ft.) foot radius from the base of each Turbine. Turbines will not be constructed within one thousand feet (1,000 ft) of an occupied dwelling without the prior written consent of PROPERTY OWNER.

The right-of-way width for COMPANY's power lines and access road shall each be up to fifty feet (50 ft) in width. Such width may be increased where the COMPANY provides reasonable evidence to the PROPERTY OWNER that engineering or permitting requirements require a greater width for any such right-of-way.

Definition of Wind Energy Facility. The term "Wind Energy Facility" includes all equipment and improvements necessary or desirable for the conversion and delivery of wind energy into electricity, including but not necessarily limited to (i) Turbines, (ii) above and below-ground electric transmission, distribution and power lines, meters, transformers, protection equipment, and other related power production and delivery equipment ("Transmission Equipment"), (iii) areas needed for construction, , security, access roads and related rights-of-way, fencing, gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment ("Civil Works"), (iv) all utilities, communications lines, water lines and drain lines, whether above, below or upon the ground, necessary or appropriate for the construction, operation or maintenance of the Wind Energy Facility ("Utilities"), and (v) a sign or signs displaying COMPANY's or assignee's names, symbols or other information.

If needed, other property interests outside the Leased Premises for related appurtenances not intended to be included in Transmission Equipment, Civil Works or Utilities, such as temporary workspace including laydown yard(s) a substation and interconnect facilities, and/or an operation and maintenance facility, shall be separately

negotiated between the PROPERTY OWNER and the COMPANY using fair market value rates, based on negotiation or, failing mutual agreement, appraisal.

The Leased Premises shall be depicted on a colored map, entitled Exhibit B-1 – Premises and Leased Premises, which map shall further define and describe the Leased Premises. This map shall be available for inspection at the offices of the PROPERTY OWNER and the COMPANY.

EXHIBIT C

The form of Notice of Lease is a separate document to be attached hereto.

Notice of Lease

Lessor: BAYROOT LLC

Lessee: HIGHLAND WIND LLC

Leased Premises: Described in Exhibit A to this Notice

Term: Original term of one year beginning on December 11, 2009.

Option to Renew: Lessee may renew annually prior to Commercial Operations Date, provided specified conditions are met.

Upon Commercial Operations Date, twenty-year Operations Term commences. This Operations Term may be extended for ten years.

Option to Purchase: None.

In witness whereof, BAYROOT LLC has caused this Notice of Lease to be signed and sealed by Thomas J. Colgan, in his capacity as President of Wagner Forest Management, Ltd., the Manager of Bayroot LLC, this ____ day of _____, 2010.

Witness: BAYROOT LLC
By Wagner Forest Management, Ltd.
Its Manager

_____ By _____
Thomas J. Colgan
President

State of New Hampshire
Grafton County _____, 2010

Then personally appeared Thomas J. Colgan, President of Wagner Forest Management, Ltd., the Manager of Bayroot LLC, and acknowledged before me the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayroot LLC.

Notary Public/Attorney at Law

Print or type name as signed

EXHIBIT A

Leased Premises

The Leased Premises are a portion of the Premises located in Highland Plantation, Maine, as described in the following Exhibit B (the “Premises”). The Premises are owned by Bayroot, LLC (the “PROPERTY OWNER”) and the landlord under the Ground Lease. The Leased Premises include those portions of the Premises where a Wind Energy Facility (as defined below) will be designed, constructed, operated, maintained and ultimately removed by Highland Wind LLC (the “COMPANY”), or the then current owner and the tenant under the Ground Lease. The Leased Premises are further described as follows.

The Leased Premises constitute those parts of the Premises and the right to use rights of way and easements appurtenant to the Premises, with the right to construct and maintain new access roads and above ground and below ground electric power lines used and to be used for: (i) wind energy turbines, including foundations, related supporting towers and electrical controllers, with each turbine rated by the manufacturer’s nameplate of up to three megawatts (3 MW) (the “Turbines” and each a “Turbine”), (ii) ingress and egress to and from the sites of all Wind Energy Facility components, (iii) power lines relating to the Wind Energy Facility, (iv) access, including access for third parties and related entities, for the purposes of construction, maintenance, repair, replacement, inspection or any and all other purposes in connection with the investigation of the feasibility of, establishment, operation and removal of the Wind Energy Facility, (v) subject to the written consent of PROPERTY OWNER under the provisions of Section 12.1 of the Ground Lease, the right to grant non-exclusive licenses, sub-leases and co-leases to use such Leased Premise in connection with or to further COMPANY’s operations under the Ground Lease, and (vi) such additional rights as may be necessary for the development, construction, maintenance and operation of the Wind Energy Facility and are agreed to in writing by PROPERTY OWNER.

In addition, the COMPANY has the right to occasionally enter upon and use other portions of the Premises for purposes incidental to the investigation of the viability of, and construction and use of, the Wind Energy Facility so long as such incidental use does not damage the Premises or interfere with the PROPERTY OWNER’s use thereof. Such incidental uses include, by way of example and not limitation, taking photographs and/or sound measurements relating to the Leased Premises from other portions of the Premises, and conducting environmental, wildlife, geologic, and/or archaeological studies in connection with the potential impact of the Wind Energy Facility.

Additional Specifics as to Leased Premises. The Leased Premises shall include a five hundred foot (500 ft.) foot radius from the base of each Turbine. Turbines will not be constructed within one thousand feet (1,000 ft) of an occupied dwelling without the prior written consent of PROPERTY OWNER.

The right-of-way width for COMPANY’s power lines and access road shall each be up to fifty feet (50 ft) in width. Such width may be increased where the COMPANY provides reasonable evidence to the PROPERTY OWNER that engineering or permitting requirements require a greater width for any such right-of-way.

Definition of Wind Energy Facility. The term “Wind Energy Facility” includes all equipment and improvements necessary or desirable for the conversion and delivery of wind energy into electricity, including but not necessarily limited to (i) Turbines, (ii) above and below-ground electric transmission, distribution and power lines, meters, transformers, protection equipment, and other related power production and delivery equipment (“Transmission Equipment”), (iii) areas needed for construction, ,

security, access roads and related rights-of-way, fencing, gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment (“Civil Works”), (iv) all utilities, communications lines, water lines and drain lines, whether above, below or upon the ground, necessary or appropriate for the construction, operation or maintenance of the Wind Energy Facility (“Utilities”), and (v) a sign or signs displaying COMPANY’s or assignee’s names, symbols or other information.

If needed, other property interests outside the Leased Premises for related appurtenances not intended to be included in Transmission Equipment, Civil Works or Utilities, such as temporary workspace including laydown yard(s) a substation and interconnect facilities, and/or an operation and maintenance facility, shall be separately negotiated between the PROPERTY OWNER and the COMPANY using fair market value rates, based on negotiation or, failing mutual agreement, appraisal.

EXHIBIT B

Legal Description of the Premises

That portion of PROPERTY OWNER's property in Highland Plantation, Maine, lying northerly and easterly of Long Falls Dam Road, this being a portion only of PROPERTY OWNER'S lands in the said town, as described in and being a portion of land conveyed by deed of MeadWestvaco Oxford Corporation to PROPERTY OWNER dated November 21, 2003 and recorded in Book 3237, Page 181 of the Somerset County Registry of Deeds.

**FIRST AMENDMENT to
WIND ENERGY FACILITY GROUND LEASE**

WHEREAS, BAYROOT LLC (the “PROPERTY OWNER” or “Bayroot”), a Delaware limited liability company whose address is c/o Wagner Forest Management, Ltd., its Manager, 150 Orford Road, P.O. Box 160, Lyme, NH 03768, and Highland Wind LLC, a Delaware limited liability company whose address is c/o Wagner Energy LLC, its Manager, 150 Orford Road, P.O. Box 160, Lyme, NH 03768 (the “COMPANY”) entered into a WIND ENERGY FACILITY GROUND LEASE with an Effective Date of December 11, 2009; and

WHEREAS, PROPERTY OWNER and COMPANY have subsequently identified two clerical errors in the drafting of said WIND ENERGY FACILITY GROUND LEASE;

NOW THEREFORE, PROPERTY OWNER and COMPANY agree to the following changes to said WIND ENERGY FACILITY GROUND LEASE:

In Section 3.3.1, the words “Site Location of Development Law permit” shall be deleted and replaced with the words “Grid Scale Energy Development License”; and

In Section 14, in the box corresponding to “If to Designated Party:” the words “Record Hill Wind LLC” shall be deleted and replaced with “Highland Wind LLC”.

It is expressly agreed and understood by PROPERTY OWNER and COMPANY that all other terms and provisions of the WIND ENERGY FACILITY GROUND LEASE remain unamended and in full force.

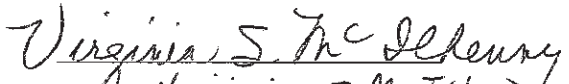
{Signatures appear on the following page.}

IN WITNESS WHEREOF, PROPERTY OWNER and COMPANY have caused this Lease to be executed and delivered by their duly authorized representatives on the dates written below.

Witness:

COMPANY:

Highland Wind LLC,
a Delaware Limited Liability Company


Printed Virginia S. McIlhenny


By: 
Name: Robert H. Gardiner
Title: President

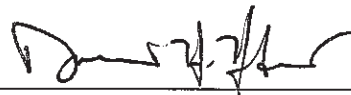
Dated: 1/19/10

Witness:

PROPERTY OWNER:

Bayroot LLC,
a Delaware limited liability company
By Its Manager
Wagner Forest Management, LTD.,
a New Hampshire corporation


Printed Michael Novello

By: 
Name: Daniel H. Hudnut
Title: Senior Project Analyst

Dated: 1/25/10

**SECOND AMENDMENT to
WIND ENERGY FACILITY GROUND LEASE**

WHEREAS, BAYROOT LLC (the “PROPERTY OWNER” or “Bayroot”), a Delaware limited liability company whose address is c/o Wagner Forest Management, Ltd., its Manager, 150 Orford Road, P.O. Box 160, Lyme, NH 03768, and HIGHLAND WIND LLC, a Delaware limited liability company whose address is c/o Wagner Wind Energy II LLC, its Manager, 150 Orford Road, P.O. Box 160, Lyme, NH 03768 (the “COMPANY”) entered into a WIND ENERGY FACILITY GROUND LEASE with an Effective Date of December 11, 2009 as amended by a “First Amendment to Wind Energy Facility Ground Lease” dated January 25, 2010 (collectively “the WIND ENERGY FACILITY GROUND LEASE”); and

WHEREAS, PROPERTY OWNER and COMPANY again desire to amend said WIND ENERGY FACILITY GROUND LEASE to correct the identity of COMPANY’s Manager and to confirm the agreement by PROPERTY OWNER and COMPANY as to the placement of a substation and operation and maintenance facility as contemplated in Section 1.4 of the WIND ENERGY FACILITY GROUND LEASE.

NOW THEREFORE, in consideration of the mutual benefits contained herein, PROPERTY OWNER and COMPANY agree to the following changes to said WIND ENERGY FACILITY GROUND LEASE:

I. All references to Wagner Energy LLC as the Manager of Highland Wind LLC in the Lease Agreement and First Amendment shall be replaced by references to Wagner Wind Energy II LLC as the Manager of Highland Wind LLC.

II. Section 1.2.4 is amended to include, at the end of said section, the following:

“Notwithstanding any provision to the contrary in the Lease, the Leased Premises shall consist of one parcel of land, together with such easements appurtenant to that parcel as provided in the Lease.”

III. Section 1.3 is amended to include, at the end of said section, the following:

The Leased Premises shall also include the (a) an Operations and Maintenance Area (“O&M Area”), being no more than five acres and entirely encompassing the footprint of the planned Operations and Maintenance building and related improvements at the western end of Highland Wind’s primary access road, in the location depicted in Exhibit D-1 hereto and (b) a Substation Area (“Substation Area”), being no more than five acres and entirely encompassing the footprint of the planned Substation building and related improvements at the western end of Highland Wind’s planned transmission line, in the location depicted in Exhibit D-2 hereto.

IV. Exhibit B is amended to include, at the end of fourth paragraph of Exhibit B, the following:

The Leased Premises shall also include the (a) an Operations and Maintenance Area (“O&M Area”), being no more than five acres and entirely encompassing the footprint of the planned Operations and Maintenance building and related improvements at the western end of Highland Wind’s primary access road, in the location depicted in Exhibit D-1 hereto and (b) a Substation Area, being no more than five acres and entirely encompassing the footprint of the planned Substation building and related improvements at the western end of Highland Wind’s planned transmission line, in the location depicted in Exhibit D-2 hereto.

V. The last sentence of Section 1.4 is amended to include, at the end of beginning of said section, the following:

“Except as otherwise provided herein,”

VI. [REDACTED]

[REDACTED]

[REDACTED]

VII. [REDACTED]

[REDACTED]

VII. Section 6.1 is amended so that the reference therein to “Section 1.6” is changed to “Section 1.5”.

It is expressly agreed and understood by PROPERTY OWNER and COMPANY that all other terms and provisions of the WIND ENERGY FACILITY GROUND LEASE remain unchanged and in full force and effect.

Signatures appear on the following page.

IN WITNESS WHEREOF, PROPERTY OWNER and COMPANY have caused this Lease to be executed and delivered by their duly authorized representatives on the dates written below.

Witness:

COMPANY:

Highland Wind LLC,
a Delaware Limited Liability Company

Printed _____

By: _____
Name: Robert H. Gardiner
Title: President

Dated: _____

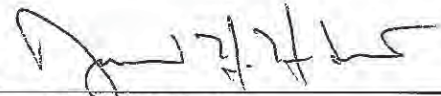
Witness:

PROPERTY OWNER:

Bayroot LLC,
a Delaware limited liability company
By Its Manager
Wagner Forest Management, LTD.,
a New Hampshire corporation



Printed Michael Novello

By: 

Name: Daniel H. Hudnut
Title: Senior Project Analyst

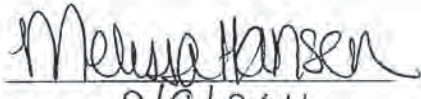
Dated: 12/1/2010

IN WITNESS WHEREOF, PROPERTY OWNER and COMPANY have caused this Lease to be executed and delivered by their duly authorized representatives on the dates written below.

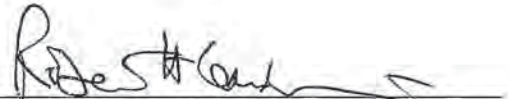
Witness:

COMPANY:

Highland Wind LLC,
a Delaware Limited Liability Company


Printed 2/9/2011

MELISSA HANSEN
Notary Public, Maine
My Commission Expires April 1, 2017

By: 
Name: Robert H. Gardiner
Title: President

Dated: 2/9/11

Witness:

PROPERTY OWNER:

Bayroot LLC,
a Delaware limited liability company
By Its Manager
Wagner Forest Management, LTD.,
a New Hampshire corporation

Printed _____

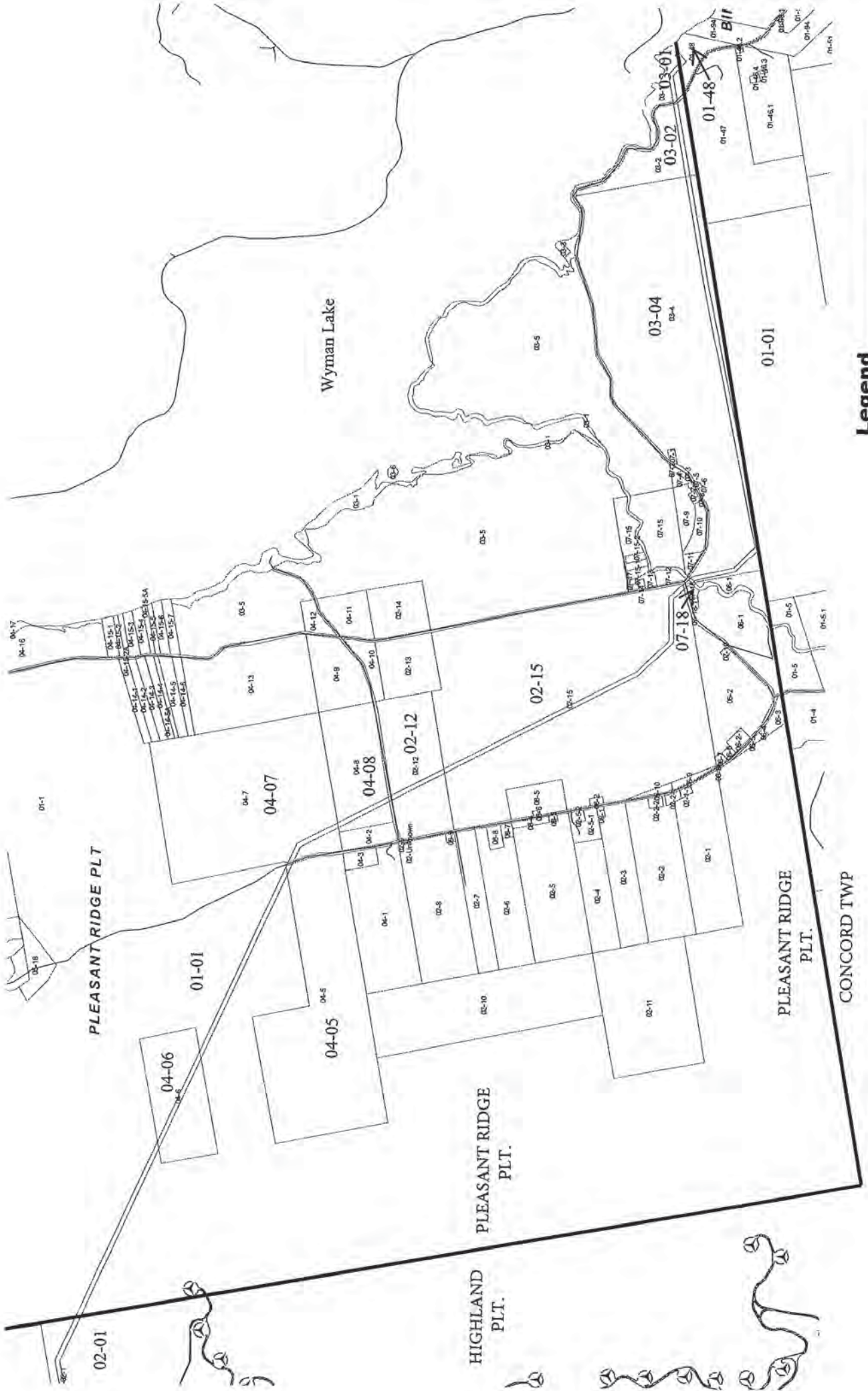
By: _____
Name: Daniel H. Hudnut
Title: Senior Project Analyst

Dated: _____

Appendix 5-2

**Appendix 5-2
Title, Right, or Interest
Generator Lead**

- I. Generator Lead Map
- II. Property Information and Documentation
 1. Highland Plt. Tax Map 2 Lot 1 owned by Bayroot, LLC
 - Please refer to the Lease Agreement located in Appendix 5-1 of this application
 2. Concord Twp. Tax Map 1 Lot 1, Pleasant Ridge Plt. Tax Map 2 Lot 15, Pleasant Ridge Plt. Tax Map 3 Lot 4, and Pleasant Ridge Plt. Tax Map 4 Lot 8, all owned by Plum Creek Maine Timberlands, LLC
 - Memorandum of Option Agreement with Highland Wind, LLC
 3. Pleasant Ridge Plt. Tax Map 2 Lot 12 owned by Robert & Elizabeth Smith as Co-Trustees of the Robert B. Smith Family Trust and as Co-Trustees of the Elizabeth B. Smith Family Trust
 - Easement with Highland Wind, LLC
 4. Pleasant Ridge Plt. Tax Map 3 Lot 2 owned by Central Maine Power Company
 - Transmission Easement Agreement with Highland Wind, LLC
 5. Pleasant Ridge Plt. Tax Map 4 Lot 5 owned by Arthur R. Cummings, Jr., June R. Pedrick and Loann R. Thomas
 - Easement with Highland Wind, LLC
 6. Pleasant Ridge Plt. Tax Map 4 Lot 6 owned by Peter Richmond
 - Easement with Highland Wind, LLC
 7. Pleasant Ridge Plt. Tax Map 4 Lot 7 owned by Arthur R. Cummings, Jr., June R. Pedrick and Loann R. Thomas
 - Easement with Highland Wind, LLC
 8. Pleasant Ridge Plt. Tax Map 7 Lot 18 owned by Mary Jo Baker
 - Easement with Highland Wind, LLC
 9. Concord Twp. Tax Map 1 Lot 48 and Pleasant Ridge Plt. Tax Map 3 Lot 1 – Easement retained by CMP
 - CMP Letter
 - CMP Deed Indenture



Legend

- 03-04 Tax Map & Lot reference (typ.)
- Proposed Generator Lead

(Not to scale)

Highland Plt. Tax Map 2 Lot 1 – Bayroot, LLC

Concord Twp. Tax Map 1 Lot 1, Pleasant Ridge Plt. Tax Map 1 Lot 1, Pleasant Ridge Plt. Tax
Map 2 Lot 15, Pleasant Ridge Plt. Tax Map 3 Lot 4, and Pleasant Ridge Plt. Tax Map 4 Lot 8 –
Plum Creek

MEMORANDUM OF OPTION AGREEMENT

Optionor: Plum Creek Maine Timberlands, L.L.C.

Optionee: Highland Wind LLC

Description of Option Premises: Powerline easement affecting lands of Optionor in Pleasant Ridge Plantation and Concord Plantation, Somerset County, Maine, generally parallel to and abutting the existing Central Maine Power Company easement and described in Exhibit "A" attached.

Date of Option: November 18, 2009

Term of Option: Two years

In witness whereof, Plum Creek Maine Timberlands, L.L.C. has hereunto caused this instrument to be signed and sealed by the undersigned duly authorized this 18 day of November, 2009.

Witness: [Signature]

Plum Creek Maine Timberlands, L.L.C. By: [Signature] Russell S. Hagen, Vice-President, Energy and Renewables and Natural Resources

State of Georgia County of Fulton

November 18, 2009

Then personally appeared the above-named Russell S. Hagen in his capacity as Vice President - Energy Renewable and Natural Resources of Plum Creek Maine Timberlands, L.L.C., and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said company.

Before me, [Signature] Notary Public Printed name: Marlyn Minor SEAL

MARLYN MINOR NOTARY PUBLIC Cobb County State of Georgia My Comm. Expires July 18, 2010

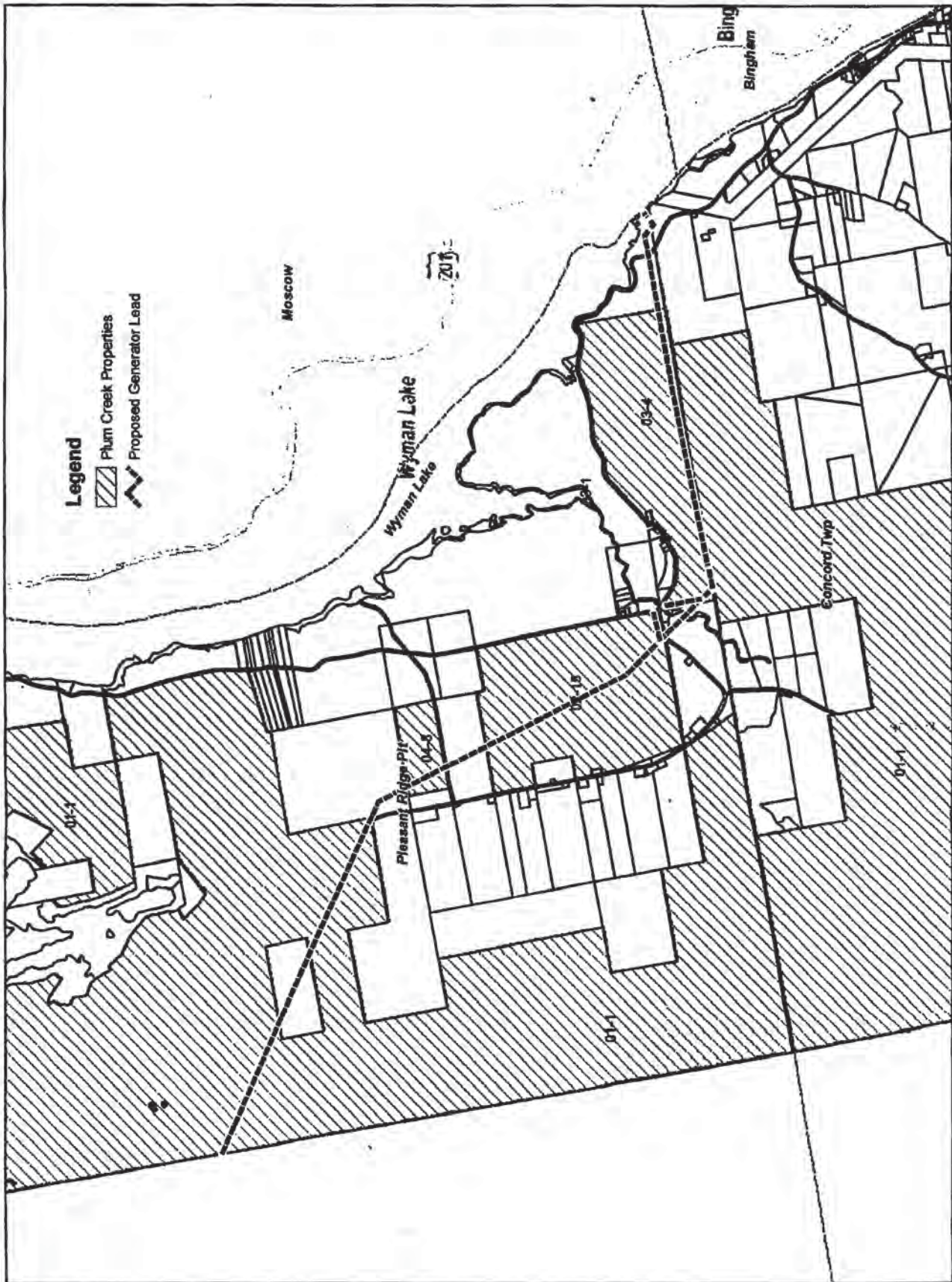
3

EXHIBIT "A"

Several parcels or lots of land situate in Pleasant Ridge Plantation and Concord Township located in Somerset County, Maine and owned by Plum Creek Maine Timberlands, L.L.C., which parcels are each 75 feet wide and together comprise approximately 6-7 miles in length, the east line of each of said parcels being immediately adjacent to an existing Central Maine Power 115kv line corridor on land of Plum Creek Maine Timberlands, L.L.C. in said Pleasant Ridge Plantation and Concord Plantation, Maine. The location of said parcels being generally depicted on the sketch attached hereto as Exhibit A-1.

Received
Recorded Register of Deeds
Nov 30, 2009 10:17A
Somerset County
Diane M Godin

EXHIBIT A-1



11/24/2009 (Not To Scale)

Pleasant Ridge Plt. Tax Map 2 Lot 12 - Smith

EASEMENT

Robert B. Smith and Elizabeth B. Smith as Co-Trustees of the Robert B. Smith Family Trust dated April 18, 2007, and Robert B. Smith and Elizabeth B. Smith, as Co-Trustees of the Elizabeth B. Smith Family Trust dated April 18, 2007, of Pleasant Ridge Plantation, Somerset County, Maine ("Grantor"), for and in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby grant and convey, with warranty covenants, subject to the terms and conditions herein contained, unto **HIGHLAND WIND LLC, a Delaware limited liability company with a mailing address of 150 Orford Road, P.O. Box 160, Lyme, New Hampshire 03768 ("Grantee"), its successors and assigns, the exclusive perpetual right, privilege and easement (the "**Easement**"), appurtenant to property currently leased by Grantee in Highland Plantation, Maine, over, under and upon the Easement Property in Pleasant Ridge Plantation, Somerset County, Maine as described below, for the following purposes:**

to enter upon the Easement Property at any time with men and all necessary tools and machinery for the purposes described herein; to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus used or useful for the collection, distribution and transmission of electricity, together with their strengthening supports, sufficient foundations and supports, all as the Grantee, its successors and assigns, may from time to time reasonably require upon, along, across, and beneath the Easement Property; the right to excavate, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove, and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity (including but not limited to fiber optics and communication equipment to facilitate transmission of electricity), all as the Grantee, its successors and assigns, may from time to time reasonably require upon, along, across, and beneath the Easement Property; the right to use existing roads and to construct those new roads within the Easement Property as the Grantee, its successors and assigns, may from time to time reasonably require to provide access for such men, tools or machinery; the right to collect, distribute, and transmit electricity over said wires, cables or apparatus as the Grantee, its successors and assigns, may from time to time reasonably require; the right to clear and keep the Easement Property cleared by any lawful means of trees, undergrowth and all other obstructions; and the right to erect and maintain signage, gates, fences, and other barriers within the Easement Property as Grantee deems reasonably necessary to restrict such recreational vehicles or other public access over the Easement Property that, in Grantee's determination, interferes

with or impairs Grantee's rights hereunder or presents a hazard or safety risk (all of the foregoing "**Grantee's facilities**"). No other structures, installations or improvements shall be erected or maintained over, under or upon the Easement Property without the prior written consent of Grantee.

Together with the nonexclusive right at any and all times to enter on adjacent portions of property of Grantor, within the narrowest practical confines, to cut or trim and remove such trees growing outside the limits of the Easement Property which may, in the reasonable opinion of the Grantee, its successors and assigns, interfere with or be likely to interfere with the activities permitted herein.

The Easement hereby conveyed shall be exercised within a One Hundred (100) foot wide strip of land situated in said Pleasant Ridge Plantation, approximately One Thousand Three Hundred Sixty Five (1,365) feet in length, which strip is immediately adjacent to, contiguous with and westerly of an existing 115kv powerline corridor on Grantor's land, and which strip extends from the southerly line of Grantor's land to the centerline of the Cross Road, so called (the "**Easement Property**"). Reference may be had to the deed from Robert B. Smith and Elizabeth B. Smith to the Grantor recorded in Book 3849, Page 183 of the Somerset County Registry of Deeds.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, subject to the following conditions:

1. Grantee shall comply with all laws, rules, regulations, and permits applicable to Grantee's use of the Easement Property.

2. Except to the extent arising from the negligence or willful misconduct of Grantor (or Grantor's employees, agents, or independent contractors), Grantee shall defend, indemnify and hold harmless Grantor from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: a) Grantee's exercise or non-exercise of its rights under the Easement, including, but not limited to, the use of the Easement Property by Grantee, its employees, agents, and independent contractors, or b) Grantee's failure to comply with applicable permits, licenses, laws, regulations, rules and orders relating to Grantee's use of the Easement or Easement Property.

Except to the extent arising from the negligence or willful misconduct of Grantee (or Grantee's employees, agents, or independent contractors), Grantor shall defend, indemnify and hold harmless Grantee from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: a) the use of the Easement Property by Grantor, its employees, agents, and independent contractors, or b) Grantor's failure to comply with applicable laws, regulations, rules and orders relating to Grantor's use of the Easement Property.

3. Notwithstanding anything to the contrary herein, Grantee shall have the right at any and all times to clear and keep the Easement Property cleared by any lawful means of trees, undergrowth and all other obstructions, and any timber cleared by Grantee shall become the property of Grantee, at no additional consideration to Grantor. No stumps, brush, trees, limbs or other debris of any kind shall be placed, piled or burned by Grantee on other property of Grantor.

4. Grantee shall be responsible for any increase in real and personal property taxes assessed against Grantor or lands of Grantor resulting from personal property of Grantee or improvements made by Grantee to the Easement Property. Grantee shall be responsible for any penalties arising from withdrawal of all or any portion of the Easement Property classified under the Maine Tree Growth Tax Law by virtue of the grant or exercise of the Easement granted herein.

5. Grantee shall maintain its improvements and personal property, including without limitation its power line, within the Easement Property in good repair. Within a reasonable time after completion of installation of the power line, Grantee shall level, fill and remove its refuse from the Easement Property. Grantor and Grantee understand and agree that the easement rights granted herein are incidental to Grantee's wind energy project to be located in Highland Ridge Plantation. It is understood and agreed between the parties hereto that if the Easement Property and Grantee's improvements thereon, once established and operational, are no longer utilized for such purposes for a period of two (2) consecutive years and Grantee has no intention of recommencing such use, Grantee agrees to remove at Grantee's sole expense any such

improvements placed by Grantee on the Easement Property within six (6) months from the expiration of said two (2) year period or such longer time as may reasonably be required to remove the same with due diligence.

6. During the term of its operations hereunder, Grantee shall maintain (a) commercial general liability insurance in an amount not less than \$1,000,000.00 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$500,000, and (c) auto liability insurance, including owned, hired and non-owned vehicles, for a minimum of \$1,000,000 each occurrence for a combined single limit; provided however, that (i) Grantee's obligation to maintain and keep in force the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, and (ii) the amount of coverage required hereunder may be met through excess liability insurance so long as the excess liability policies cover the same risks covered by the primary policy and there are no gaps in the amount of the coverage, and the limits of coverage may also be met through umbrella insurance policies so long as the underlying coverages required under the umbrella policies are continuously maintained.

7. Use herein of the terms "Grantor" and "Grantee" is understood to refer to the parties hereto and shall be construed to include the successors or assigns of either or both. The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This instrument shall not be binding on any party hereto unless and until the same is executed by all parties hereto.

8. The rights of Grantee hereunder are not assignable, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably withheld by Grantor, except that the rights of the Grantee hereunder shall be appurtenant to property leased by Grantee in Highland Plantation, Maine referred to above and may be assigned or transferred only in connection with the sale, lease or other transfer of all or any part of such property of Grantee.

9. In the event any portion of this grant of Easement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this

easement are thereby defeated. In the event any provision hereof is deemed illegal, against public policy, or unenforceable, said provision shall not affect the validity and enforceability of the remainder of this agreement, but such unenforceable provision shall be deleted, and the remaining terms and provisions of this agreement shall be interpreted in a manner which most closely effectuates the apparent intentions of the parties as evidenced by this agreement.

10. All notices, claims, certificates, requests, demands and other communications required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the following addresses:

if to Grantor: 519 Rowe Pond Road
Pleasant Ridge Plantation, Maine 04920

If to Grantee: Highland Wind LLC
c/o Wagner Forest Management, Ltd.
P.O. Box 160
150 Orford Road
Lyme, New Hampshire 03768

(or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above). Each party, its successors and assigns, shall keep the other party advised of its current mailing address and the representative who will handle inquiries and notifications hereunder.

11. The parties to this Easement execute the same solely as a Grantor and Grantee. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this grant of Easement.

12. Both parties have reviewed this grant of Easement and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so

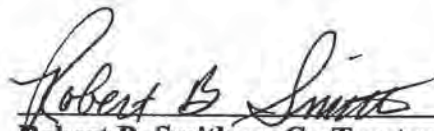
to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

13. This instrument contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions, or deletions hereto must be in writing and signed by all parties. This instrument may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.


14. This grant of Easement shall be interpreted and construed under the laws of the State of Maine.

IN WITNESS WHEREOF, Robert B. Smith and Elizabeth B. Smith in their capacities as Co-Trustees of the Robert B. Smith Family Trust dated April 18, 2007, and as Co-Trustees of the Elizabeth B. Smith Family Trust dated April 18, 2007, have caused this instrument to be signed and sealed on the date below and Highland Wind LLC has caused this instrument to be signed and sealed by the undersigned, duly authorized, on the date below.

WITNESS:


Robert B. Smith, as Co-Trustee aforesaid

Dated: June 3, 2010


Elizabeth B. Smith, as Co-Trustee aforesaid

Dated: June 3, 2010

Highland Wind LLC

By: _____
Robert H. Gardiner, President

Dated: _____, 2010

to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

13. This instrument contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions, or deletions hereto must be in writing and signed by all parties. This instrument may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

14. This grant of Easement shall be interpreted and construed under the laws of the State of Maine.

IN WITNESS WHEREOF, Robert B. Smith and Elizabeth B. Smith in their capacities as Co-Trustees of the Robert B. Smith Family Trust dated April 18, 2007, and as Co-Trustees of the Elizabeth B. Smith Family Trust dated April 18, 2007, have caused this instrument to be signed and sealed on the date below and Highland Wind LLC has caused this instrument to be signed and sealed by the undersigned, duly authorized, on the date below.

WITNESS:

Robert B. Smith, as Co-Trustee aforesaid

Dated: _____, 2010

Elizabeth B. Smith, as Co-Trustee aforesaid

Dated: _____, 2010

Highland Wind LLC

By: 
Robert H. Gardiner, President

Dated: May 28, 2010

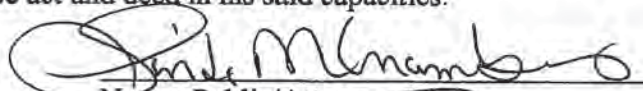
STATE OF MAINE

Somerset County

June 3, 2010

Personally appeared the above named Robert B. Smith, individually and as Co-Trustee of the Robert B. Smith Family Trust dated April 18, 2007, and as Co-Trustee of the Elizabeth B. Smith Family Trust dated April 18, 2007, and acknowledged before me the foregoing instrument to be his free act and deed and his free act and deed in his said capacities.

SEAL


Notary Public/Attorney at law

LINDA M. CHAMBERS
Notary Public • Maine
My Commission Expires February 24, 2017

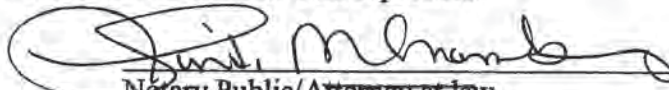
Print or type name as signed

STATE OF MAINE

Somerset County

June 3, 2010

Personally appeared the above named Elizabeth B. Smith, individually and as Co-Trustee of the Robert B. Smith Family Trust dated April 18, 2007, and as Co-Trustee of the Elizabeth B. Smith Family Trust dated April 18, 2007, and acknowledged before me the foregoing instrument to be her free act and deed and her free act and deed in her said capacities.


Notary Public/Attorney at law

Print or type name as signed

LINDA M. CHAMBERS
Notary Public • Maine
My Commission Expires February 24, 2017

SEAL

Received
Recorded Register of Deeds
Jun 04 2010 10:44A
Somerset County
Diane M Godin

Pleasant Ridge Plt. Tax Map 3 Lot 2 – Central Maine Power Company

TRANSMISSION EASEMENT AGREEMENT

WHEREAS, CENTRAL MAINE POWER COMPANY, a Maine corporation with a place of business at 83 Edison Drive, Augusta, Maine 04366 (hereinafter referred to as "Grantor" which word is intended to include, unless expressly stated otherwise, Grantor and its successors and assigns), owns certain land situated in Pleasant Ridge Plantation formerly known as Township No. 1, Range 2, West of Kennebec River, County of Somerset, State of Maine and described in a deed recorded in the Somerset County Registry of Deeds ("Registry") in Book 615, Page 490 ("Grantor's Land");

WHEREAS, Grantor currently operates and maintains a transmission line now known as line Section 215 ("CMP Transmission Line") located within a one hundred fifty (150) foot wide strip of land located generally along and parallel at all points to the southerly boundary of Grantor's Land, generally bounded to the west by the boundary line of Grantor's Land and the land now or formerly owned by S.D Warren Company, bounded to the east by lands now or formerly of FPL Energy Maine Hydro LLC described in the deed from Grantor recorded at Book 2540, Page 140 of the Somerset County Registry of Deeds and the "Project Boundary" as depicted on sheet 2 of the "Wyman Project Plan" recorded at File No. 99, Page 25 of said Registry of Deeds, and bounded to the north by a line being, at all points, a distance of approximately seventy five (75) feet from the centerline of the existing CMP Transmission Line (hereinafter referred to as the "CMP Corridor");

WHEREAS, HIGHLAND WIND LLC, a Delaware limited liability company whose mailing address is 110 Foreside Road, Cumberland, Maine 04110-1413 (hereinafter "Grantee" or "HW," which word is intended to include, unless expressly stated otherwise, HW and its successors and assigns) desires to erect and, maintain a single overhead 115 kilovolt electric generator lead line for the purpose of transmission of electric energy in connection with its HW wind generation project (including but not limited to poles, anchors, ducts and other apparatus used or useful for the transmission of electricity, strengthening supports and sufficient foundations, and fiber optics and communications equipment to facilitate transmission of electric energy, excluding switches, substations and transformers) (hereinafter the "HW Transmission Line"); and,

WHEREAS, Grantor is willing to grant certain easement rights (hereinafter the "Easement") to permit HW to build the HW Transmission Line across the Grantor's Land to be located along and at all points parallel and adjacent to the northerly sideline of the CMP Corridor and within a one hundred (100) foot wide strip of land subject to the conditions, covenants and reservations set forth in this Easement Agreement;

NOW THEREFORE, in consideration of these premises, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Grantor and Grantee agree as follows:

Grantor hereby grants, assigns and conveys to Grantee the perpetual right, easement, privilege and consent, to erect, construct, maintain, repair, rebuild, upgrade, respace, replace, operate, patrol and remove the HW Transmission Line for the transmission of electric energy and intelligence related thereto on, over and across a strip of the Grantor Land which is described below, for the purpose of locating the HW Transmission Line within the HW Easement Area defined below. Grantee shall cause the HW Transmission Line to be constructed and maintained a distance of not less than one hundred twenty-five (125) feet distant from the existing CMP Transmission Line, subject to the terms of this Easement set forth below, and shall not permit the construction of any buildings or facilities, other than

the HW Transmission Line within the HW Easement Area. The Easement granted herein is intended to be one hundred (100) feet wide at all times and running parallel with, along and adjacent to, the northerly boundary of the CMP Corridor, and is more particularly described as follows:

Beginning at a point along the westerly boundary of the Grantor's Land and the easterly boundary of land now or formerly of S.D. Warren Company, which point is located one hundred fifty (150) feet northerly of the south west corner of said Grantor's Land and which point is the northwest corner of the CMP Corridor, thence one hundred (100) feet northerly along said westerly boundary of the Grantor's Land to a point, thence one thousand five hundred (1500) feet more or less in a generally easterly direction along a line that is parallel to the northerly boundary of the CMP Corridor and the southerly boundary of Grantor's Land to a point which is located at the westerly boundary of Pleasant Ridge Road, thence continuing along said line across the Pleasant Ridge Road to said "Project Boundary"; thence one hundred (100) feet more or less in a generally southerly direction along said "Project Boundary" to a point in the northeast corner of the CMP Corridor, being one hundred fifty (150) more or less northerly from the south east corner of the Grantor Land, thence one thousand five hundred (1500) feet westerly along a line that is parallel to and adjacent to the northerly line of the CMP Corridor and parallel to the southerly boundary of Grantor's Land to the point of beginning, and including any interest of Grantor in and to the Pleasant Ridge Road within the above strip.

Meaning and intending to grant an easement one hundred (100) feet in width which shall run parallel to and along the northerly edge of the CMP Corridor, and the centerline of the HW Transmission Line is at all points at least one hundred twenty-five (125) feet distant northerly, as measured perpendicularly, from the existing centerline of the CMP Transmission Line.

The above described easement area (hereinafter the "HW Easement Area") is substantially as depicted on the sketch attached hereto as Exhibit A. Grantor reserves the right to require that a survey be prepared prior to or immediately after HW constructs the HW Transmission Line, at Grantee's cost, and cause a legal description for the above described one hundred (100) foot strip of land to be prepared and to be recorded in the Registry, which legal description shall replace the legal description contained herein. The HW Easement Area shall at all points be parallel with the CMP Corridor and at no point crossing over, overlapping with or encumbering said CMP Corridor.

Also conveying to the Grantee the right and easement, at any time or times, to cut and remove all trees and to clear and keep clear said HW Easement Area of all trees, timber, and bushes growing on said HW Easement Area by such means as the Grantee may select so long as such activity does not materially interfere with Grantor's Land.

Also conveying to Grantee the right and easement at any and all times to enter adjacent land of Grantor for the purpose of cutting or trimming and removing such tall tree or trees growing outside the limits of said HW Easement Area as in falling would in the judgment of Grantee interfere with or endanger the operation and maintenance of any lines constructed within said HW Easement Area.

Together with a right of way for ingress to and egress from the HW Easement Area across adjacent lands of Grantor by means of existing trails and roads thereon, if any; otherwise by such existing trails and roads as shall cause the least practicable damage and inconvenience to Grantor and further provided that Grantee shall have the right to build, construct, maintain, and repair such trails and roads thereon

(but outside the CMP Corridor) solely for access to the HW Easement Area for the purposes permitted under this Easement.

Easement rights shall terminate and revert to Grantor should Grantee fail to construct HW Transmission Line within five (5) years from the date of this Easement Agreement, the HW Transmission Line becomes abandoned, including without limitation a non-use period of twelve (12) months or should Grantee cease to exist or be a financially viable entity able to exercise the rights granted herein.

The above noted grant of easement rights made hereunder are made SUBJECT TO AND TOGETHER WITH the covenants, terms and conditions set forth below.

Grantor reserves the rights to cross the HW Easement Area on foot and with vehicles, at its sole risk and expense, at such times and in such places as will not in any way interfere with any use that the Grantee may hereinafter make of said HW Easement Area in connection with carrying on its business as a public utility. In addition, the location of such crossings shall be approved by the Grantee, and any use of said HW Easement Area by Grantor shall be in compliance with the provisions of the National Electric Safety Code.

Grantor covenants and agrees to and with the Grantee, that they will not erect or permit the erection or maintenance of any building, road, utilities or other structure of any kind or nature under or upon the above-described premises, and will not place any material on, or permit or allow any material of any kind or nature to accumulate on or be removed from said premises if such erection, maintenance or action would endanger or unreasonably interfere with Grantee's use of the Easement..

Grantee covenants and agrees with Grantor that the HW Transmission Line will be constructed, maintained and replaced such that the centerline of the HW Transmission Line shall maintain a minimum distance of one hundred twenty five (125) feet northerly, as measured perpendicularly, from the existing centerline of the CMP Transmission Line, substantially as shown on the sketch attached hereto as Exhibit A. In the event Grantee fails to construct the HW Transmission Line within the required distances, Grantor shall have the right to cause HW to relocate the HW Transmission Line at HW's sole cost and expense.

In the event that Grantor is required to relocate any portion of the CMP Transmission Line or is required to rebuild, respace, repair, or expand the CMP Transmission Line then Grantor shall have the right to require Grantee to relocate from time to time that portion of the HW Transmission Line, with all costs related to such relocation (including, without limitation, any costs of any additional easement rights necessitated by such relocation, but expressly excluding any costs related to the interruption of transmission of electricity) to be paid at Grantor's sole cost and expense, any time after (a) at least 90 days prior written notice from Grantor to Grantee, which notice shall include detailed plans for Grantee's review, and (b) any additional easement rights, permits or approvals necessitated by such relocation have been obtained by Grantor and delivered to Grantee, to Grantee's reasonable satisfaction. By way of example and not by limitation, in the event any such relocation by CMP necessitates that the HW Transmission Line be relocated to an area outside the HW Easement Area described herein, the HW Easement Area shall be amended and extended to include any such area within Grantor's Land and Grantor shall deliver such confirming instruments as HW may reasonably require. Any such relocation shall be undertaken by Grantee only at such time as will minimize the disruption of Grantee's use of the

HW Transmission Line. Grantee shall not in any way interfere with the CMP Transmission Line and shall have no right hereunder to cause CMP to relocate or remove any portion of the CMP Transmission Line.

Grantee agrees to indemnify, defend, and hold Grantor and its affiliated companies and the trustees, directors, officers, employees, and agents of each of them harmless from and against any and all claims, damages, fines, penalties and liabilities, costs and expenses (including attorneys' fees and disbursements) in tort, contract, or otherwise resulting from any acts or omissions of Grantee in connection with its use of the Easement or that are inconsistent with the easements, rights, privileges and consents set forth herein.

Grantor shall have the right to use the HW Easement Area for access by foot and vehicle to the CMP Transmission Line and to the Grantor Land, including the perpetual right use and maintain all currently existing roads and those that may be subsequently built, that run along and cross the HW Easement Area; and the right to erect and maintain signage, gates, fences, and other barriers as are reasonably necessary to restrict recreational vehicles or other public access from, in or to the HW Easement Area, provided that such restrictions shall not prevent access by Grantee to the HW Easement Area and further provided that the exercise of such rights does not unreasonably interfere with the rights granted to Grantee herein.

Grantor shall have and retain any other rights currently of Grantor or as may be acquired by Grantor in the future provided that the exercise of such rights does not unreasonably interfere with the rights granted to Grantee herein.

Grantee covenants and agrees that it will provide Grantor reasonable advance notice, consistent with commonly accepted utility practice, with respect to the exercise of Grantee's rights in the HW Easement Area, and that such activities shall be made in such manner as will not interfere with or impair the operations of the CMP Transmission Line or Grantor's installations incidental to the CMP Transmission Line, whether existing as of the date of this Easement or herein after modified, rebuilt or installed.

Grantee covenants and agrees that it will not erect or permit the erection of any utility or structure of any kind or nature within the HW Easement Area other than the HW Transmission Line and associated improvements, including access roads, gates, fences and barriers.

Any use or activities performed by or on behalf of Grantee on or over the Grantor's Land or the HW Easement Area shall be performed in accordance with the requirements of any federal, state, or local codes, rules or ordinances and commonly accepted utility practice (including, without limitation, safety regulations). Grantee shall be responsible for all physical damage to or destruction of its equipment and facilities within the Grantor's Land except to the extent such physical damage or destruction is caused by the willful misconduct or negligence of Grantor, its employees, agents, representatives or contractors. In the event of any damage to or destruction of HW's equipment or facilities that could reasonably be expected to have an adverse impact upon the CMP Transmission Line, Grantee shall promptly repair its equipment and facilities in a manner that will minimize any adverse impact upon the CMP Transmission Line and in accordance with good utility practice, except to the extent such damage or destruction is caused by the willful misconduct or negligence of Grantor, its employees, agents, representatives or contractors, in which case Grantor shall be responsible for such repairs. Without limiting the foregoing, Grantee shall be responsible for all physical damage to or destruction of the CMP Transmission Line

caused by acts or negligence of Grantee, its employees, agents, representatives or contractors. Nothing contained herein shall be deemed a release by Grantor of any claim against a third party for any damage to or destruction of equipment or facilities within the Grantor's Land caused by such third party.

Grantee will use all reasonable efforts to avoid subjecting Grantor's Land to any stipulation or permit condition pertaining to vegetation management, including but not limited to stipulations and permit conditions of the Maine Department of Environmental Protection. However, in the event Grantor, Grantor's Land or the HW Easement Area is subjected to such a stipulation or permit condition, Grantee agrees to reimburse Grantor for any and all actual additional costs to Grantor resulting from compliance with any such stipulation or condition.

This Easement and all the rights and easements granted, assigned, conveyed and reserved herein inure to the benefit of and are binding upon the respective successors and assigns of Grantor and Grantee. The HW Transmission Line is being constructed for generator interconnection purposes in connection with its HW wind generation project. Grantee shall not assign this Easement and the rights herein granted to any party for any other purpose without the prior written consent of Grantor, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Grantee shall have the right to make a collateral assignment of this Easement, without the consent of Grantor, but subject to prior notice to Grantor to a party providing debt or equity financing to Grantee in connection with the HW Transmission Line.

All notices, claims, certificates, requests, demands and other communications required to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the respective addresses set forth above, or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above. Each party, its successors and assigns, shall keep the other party advised of its current mailing address and the representative who will handle inquiries and notifications hereunder.

The parties to this Easement execute the same solely as a Grantor and Grantee. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other.

This Easement shall be interpreted and construed under the laws of the State of Maine.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the said HIGHLAND WIND LLC has caused this instrument to be executed by Robert H. Gardiner, its President, and CENTRAL MAINE POWER COMPANY has caused executed by Eric N. Stinneford, its Vice President, Controller, Treasurer & Clerk, respectively, this 20th day of December, 2010.

Signed, Sealed and Delivered in presence of:

HIGHLAND WIND LLC
a Delaware limited liability company

Witness

By: _____
Its: _____

STATE OF _____
COUNTY OF _____, ss.

On _____, 2010, personally appeared the above-named Robert H. Gardiner, President of Highland Wind LLC in his/her said capacity, and acknowledged the foregoing to be his/her free act and deed and the free act and deed of Highland Wind LLC.

Before me, _____
Notary Public Printed Name My Commission Expires

CENTRAL MAINE POWER COMPANY,
a Maine corporation

Rhonda C. Gillespie
Witness

Eric N. Stinneford
By: Eric N. Stinneford
Its: Vice President, Controller, Treasurer
and Clerk

STATE OF MAINE
COUNTY OF KENNEBEC, ss.

On December 20, 2010, personally appeared the above-named Eric N. Stinneford of Central Maine Power Company in his said capacity, and acknowledged the foregoing to be his free act and deed and the free act and deed of Central Maine Power Company.

Before me, Paul Fecteau
Notary Public/~~Attorney At Law~~ Printed Name My
Commission Expires

Paul Fecteau, Notary Public
State of Maine
My Commission Expires 1/24/2012

IN WITNESS WHEREOF, the said HIGHLAND WIND LLC has caused this instrument to be executed by Robert H. Gardiner, its President, and CENTRAL MAINE POWER COMPANY has caused executed by Eric N. Stinneford, its Vice President, Controller, Treasurer & Clerk, respectively, this 20th day of December, 2010.

Signed, Sealed and Delivered in presence of:

HIGHLAND WIND LLC
a Delaware limited liability company

Robert H. Gardiner
By: ROBERT H. GARDINER
Its: PRESIDENT

Witness

STATE OF _____
COUNTY OF _____, ss.

On _____, 2010, personally appeared the above-named Robert H. Gardiner, President of Highland Wind LLC in his/her said capacity, and acknowledged the foregoing to be his/her free act and deed and the free act and deed of Highland Wind LLC.

Before me, _____
Notary Public Printed Name My Commission Expires

CENTRAL MAINE POWER COMPANY,
a Maine corporation

Rhonda C. Gillespie
Witness

Eric N. Stinneford
By: Eric N. Stinneford
Its: Vice President, Controller, Treasurer
and Clerk

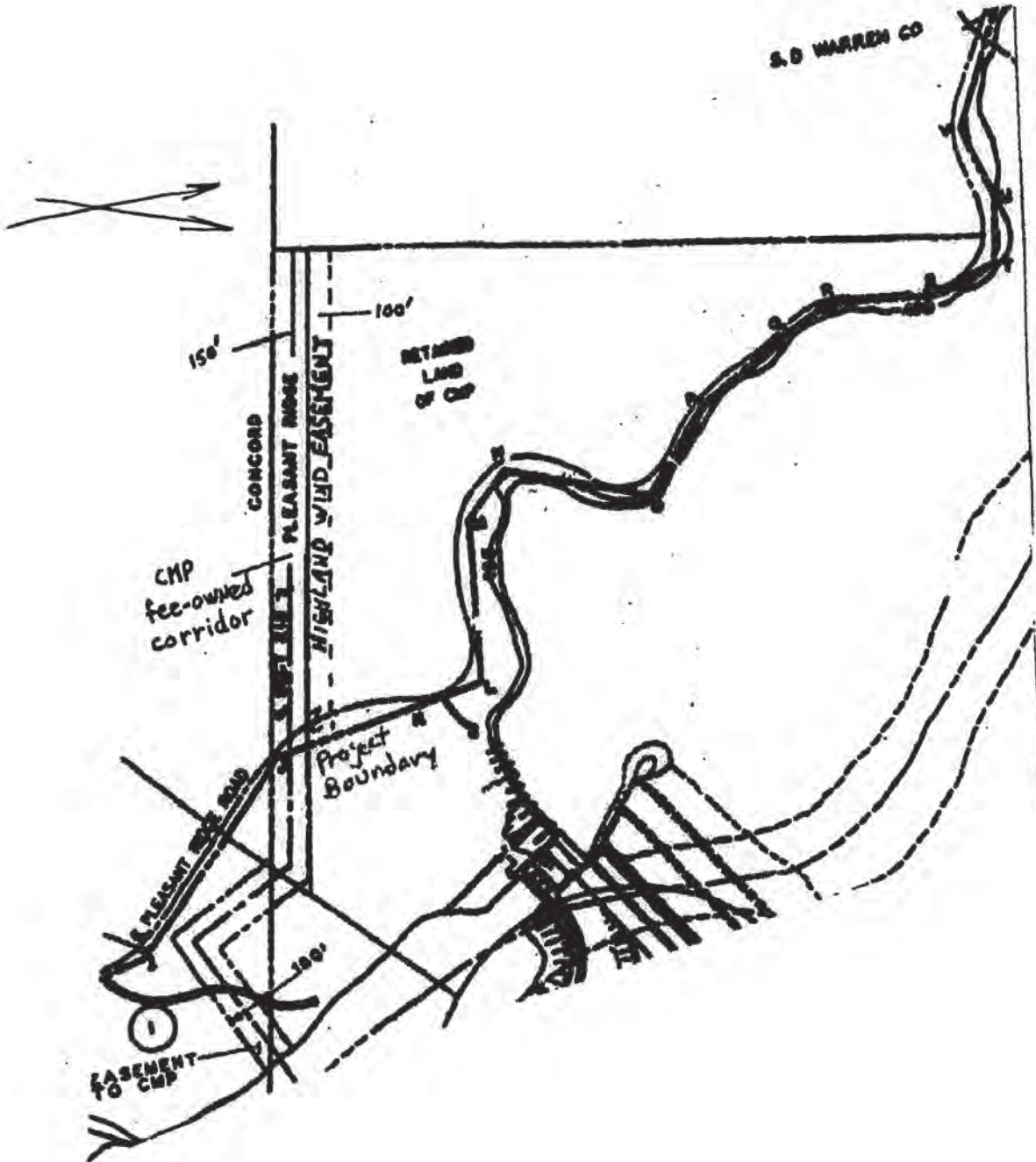
STATE OF MAINE
COUNTY OF KENNEBEC, ss.

On December 20, 2010, personally appeared the above-named Eric N. Stinneford of Central Maine Power Company in his said capacity, and acknowledged the foregoing to be his free act and deed and the free act and deed of Central Maine Power Company.

Before me, *Paul Fecteau*
Notary Public/Attorney At Law Printed Name My
Commission Expires

Paul Fecteau, Notary Public
State of Maine
My Commission Expires 1/24/2012

EXHIBIT A



Pleasant Ridge Plt. Tax Map 4 Lot 5 – Cummings/Pedrick/Thomas

EASEMENT

ARTHUR R. CUMMINGS, JR. of Poland Springs, Maine, **JUNE R. PEDRICK** of Keosauqua, Iowa, and **LOANN R. THOMAS** of Topsham, Maine (collectively "**Grantor**"), for and in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby grant and convey, with warranty covenants, subject to the terms and conditions herein contained, unto **HIGHLAND WIND LLC**, a Delaware limited liability company with a mailing address of 150 Orford Road, P.O. Box 160, Lyme, New Hampshire 03768 ("**Grantee**"), its successors and assigns, the exclusive perpetual right, privilege and easement (the "**Easement**"), appurtenant to property currently leased by Grantee in Highland Plantation, Maine, over, under and upon the Easement Property in Pleasant Ridge Plantation, Somerset County, Maine as described below, for the following purposes:

to enter upon the Easement Property at any time with men and all necessary tools and machinery for the purposes described herein; to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus used or useful for the collection, distribution and transmission of electricity, together with their strengthening supports, sufficient foundations and supports, all as the Grantee, its successors and assigns, may from time to time reasonably require upon, along, across, and beneath the Easement Property; the right to excavate, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove, and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity (including but not limited to fiber optics and communication equipment to facilitate transmission of electricity), all as the Grantee, its successors and assigns, may from time to time reasonably require upon, along, across, and beneath the Easement Property; the right to use existing roads and to construct those new roads within the Easement Property as the Grantee, its successors and assigns, may from time to time reasonably require to provide access for such men, tools or machinery; the right to collect, distribute, and transmit electricity over said wires, cables or apparatus as the Grantee, its successors and assigns, may from time to time reasonably require; the right to clear and keep the Easement Property cleared by any lawful means of trees, undergrowth and all other obstructions; and the right to erect and maintain signage, gates, fences, and other barriers within the Easement Property as are reasonably necessary to restrict such recreational vehicles or other public access over the Easement Property (all of the foregoing "**Grantee's facilities**"). No other structures, installations or improvements shall be erected or maintained over, under or upon the Easement Property without the prior written consent of Grantee.

Together with the nonexclusive right at any and all times to enter on adjacent portions of property of Grantor, within the narrowest practical confines, to cut or trim and remove such trees growing outside the limits of the Easement Property which may, in the reasonable opinion of the Grantee, its successors and assigns, interfere with or be likely to interfere with the activities permitted herein.

Together with a right of way for ingress to and egress from the Easement Property across adjacent lands of Grantor by means of existing trails and roads thereon, if any; otherwise by such trails and roads as shall cause the least practicable damage and inconvenience to Grantor and further provided that Grantee shall have the right to build, construct, maintain, and repair such trails and roads thereon for access to the Easement Property.

The Easement hereby conveyed shall be exercised within a certain strip of land one hundred (100) feet wide situated in said Pleasant Ridge Plantation immediately adjacent to, contiguous with and southwesterly of an existing 115kv powerline corridor on Grantor's land, which strip of land is further described as extending in a northwesterly direction from the southerly line of Grantor's land on the easterly side of the Rowe Pond Road, so called, approximately One Thousand Six Hundred Thirty Seven (1,637) feet to the easterly line of the Rowe Pond Road; thence continuing across the Rowe Pond Road to the westerly line of said road; thence continuing approximately Two Hundred Fifty (250) feet to the northerly line of Grantor's land (the "**Easement Property**"). Grantee shall have the right to relocate all or any portion of the Easement Property on Grantor's land outside the bounds of said existing 115kv powerline easement if required by any permits or approvals or the results of any engineering or feasibility studies. For Grantors' sources of title to the Easement Property, reference may be had to the deeds recorded in Book 1652, Page 35 and Book 2051, Page 14 of the Somerset County Registry of Deeds.

The purpose of this easement is for the transmission of electricity from generation stations in Highland Plantation and vicinity to the electric transmission and distribution system in the Moscow and Bingham area.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, subject to the following conditions:

1. Grantee shall comply with all laws, rules, regulations, and permits applicable to Grantee's use of the Easement Property.

2. Except to the extent arising from the negligence or willful misconduct of Grantor (or Grantor's employees, agents, or independent contractors), Grantee shall defend, indemnify and hold harmless Grantor from and against any and all losses, liabilities, damages, claims,

demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: a) Grantee's exercise or non-exercise of its rights under the Easement, including, but not limited to, the use of the Easement Property by Grantee, its employees, agents, and independent contractors, or b) Grantee's failure to comply with applicable permits, licenses, laws, regulations, rules and orders relating to Grantee's use of the Easement or Easement Property.

Except to the extent arising from the negligence or willful misconduct of Grantee (or Grantee's employees, agents, or independent contractors), Grantor shall defend, indemnify and hold harmless Grantee from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: a) the use of the Easement Property by Grantor, its employees, agents, and independent contractors, or b) Grantor's failure to comply with applicable laws, regulations, rules and orders relating to Grantor's use of the Easement Property.

3. Notwithstanding anything to the contrary herein, Grantee shall have the right at any and all times to clear and keep the Easement Property cleared by any lawful means of trees, undergrowth and all other obstructions, and any timber cleared by Grantee shall become the property of Grantee, at no additional consideration to Grantor. No stumps, brush, trees, limbs or other debris of any kind shall be placed, piled or burned by Grantee on other property of Grantor.

4. Grantee shall be responsible for any increase in real and personal property taxes assessed against Grantor or lands of Grantor resulting from personal property of Grantee or improvements made by Grantee to the Easement Property. Grantee shall be responsible for any penalties arising from withdrawal of all or any portion of the Easement Property classified under the Maine Tree Growth Tax Law by virtue of the grant or exercise of the Easement granted herein.

5. Grantee shall maintain its improvements and personal property, including without limitation its power line, within the Easement Property in good repair. Within a reasonable time

after completion of installation of the power line, Grantee shall level, fill and remove its refuse from the Easement Property. Grantor and Grantee understand and agree that the easement rights granted herein are incidental to Grantee's wind energy project to be located in Highland Ridge Plantation. It is understood and agreed between the parties hereto that if the Easement Property and Grantee's improvements thereon, once established and operational, are no longer utilized for such purposes for a period of two (2) consecutive years and Grantee has no intention of recommencing such use, this Easement shall terminate and Grantee agrees to remove at Grantee's sole expense any such improvements placed by Grantee on the Easement Property within six (6) months from the expiration of said two (2) year period or such longer time as may reasonably be required to remove the same with due diligence.

6. During the term of its operations hereunder, Grantee shall maintain (a) commercial general liability insurance in an amount not less than \$1,000,000.00 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$500,000, and (c) auto liability insurance, including owned, hired and non-owned vehicles, for a minimum of \$1,000,000 each occurrence for a combined single limit; provided however, that (i) Grantee's obligation to maintain and keep in force the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, and (ii) the amount of coverage required hereunder may be met through excess liability insurance so long as the excess liability policies cover the same risks covered by the primary policy and there are no gaps in the amount of the coverage, and the limits of coverage may also be met through umbrella insurance policies so long as the underlying coverages required under the umbrella policies are continuously maintained.

7. Use herein of the terms "Grantor" and "Grantee" is understood to refer to the parties hereto and shall be construed to include the successors or assigns of either or both. The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This instrument shall not be binding on any party hereto unless and until the same is executed by all parties hereto.

8. The rights of Grantee hereunder are not assignable, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably withheld by Grantor, except that the rights of the Grantee hereunder shall be appurtenant to property leased

by Grantee in Highland Plantation, Maine referred to above and may be assigned or transferred only in connection with the sale, lease or other transfer of all or any part of such property of Grantee.

9. In the event any portion of this grant of Easement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this easement are thereby defeated. In the event any provision hereof is deemed illegal, against public policy, or unenforceable, said provision shall not affect the validity and enforceability of the remainder of this agreement, but such unenforceable provision shall be deleted, and the remaining terms and provisions of this agreement shall be interpreted in a manner which most closely effectuates the apparent intentions of the parties as evidenced by this agreement.

10. All notices, claims, certificates, requests, demands and other communications required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the following addresses:

If to Grantor: c/o Arthur R. Cummings, Jr.
463 Bakerstown Road
Poland Springs, Maine 04274

If to Grantee: Highland Wind LLC
c/o Wagner Forest Management, Ltd.
P.O. Box 160
150 Orford Road
Lyme, New Hampshire 03768

(or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above). Each party, its successors and assigns, shall keep the other party advised of its current mailing address and the representative who will handle inquiries and notifications hereunder.

11. The parties to this Easement execute the same solely as a Grantor and Grantee. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants

and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this grant of Easement.

12. Both parties have reviewed this grant of Easement and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

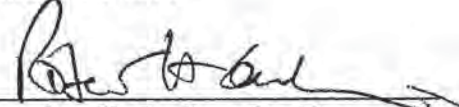
13. This instrument contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions, or deletions hereto must be in writing and signed by all parties. This instrument may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

14. This grant of Easement shall be interpreted and construed under the laws of the State of Maine.

IN WITNESS WHEREOF, Arthur R. Cummings, Jr., June R. Pedrick and Loann R. Thomas have caused this instrument to be signed and sealed on the dates below and Highland Wind LLC has caused this instrument to be signed and sealed by the undersigned, duly authorized, on the date below.

WITNESS:

Highland Wind LLC

By: 
Robert H. Gardiner, President

Dated: July 6, 2010

Judith A. Akers
Judith A. AKERS

Arthur R. Cummings, Jr.
Arthur R. Cummings, Jr.

Dated: 06/28, 2010

June R. Pedrick

Dated: _____, 2010

Loann R. Thomas

Dated: _____, 2010

STATE OF MAINE
Androsburg County

June 28, 2010

Personally appeared the above named Arthur R. Cummings, Jr. and acknowledged before me the foregoing instrument to be his free act and deed.

Lynda M. Carey
Notary Public Maine
Commission Expires: August 6, 2016

Lynda M. Carey
Notary Public/Attorney at law

SEAL

Lynda M. Carey
Print or type name as signed

Arthur R. Cummings, Jr.

Dated: _____, 2010

June R. Pedrick
June R. Pedrick

Dated: June 26, _____, 2010

Loann R. Thomas
Loann R. Thomas

Dated: _____, 2010

STATE OF MAINE _____ County _____, 2010

Personally appeared the above named Arthur R. Cummings, Jr. and acknowledged before me the foregoing instrument to be his free act and deed.

Notary Public/Attorney at law

Print or type name as signed

STATE OF IOWA June 26, 2010
Van Buren County

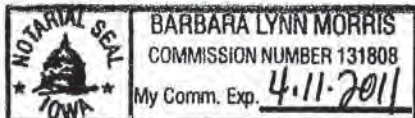
Personally appeared the above named June R. Pedrick and acknowledged before me the foregoing instrument to be her free act and deed.

Barbara Morris

Notary Public

Barbara Morris

Print or type name as signed



Arthur R. Cummings, Jr.

Dated: _____, 2010

June R. Pedrick

Dated: _____, 2010

Kypta M. Falcão-Julien

Loann R. Thomas

Loann R. Thomas

Dated: 6/29, 2010

STATE OF MAINE

Cumberland County

6/29, 2010

Loann R. Thomas

Personally appeared the above named ~~Arthur R. Cummings, Jr.~~ and acknowledged before me the foregoing instrument to be his free act and deed.

Nancy L Stroud
Notary Public/Attorney at law

Nancy L Stroud
Print or type name as signed



Received
Recorded Register of Deeds
Jul 08, 2010 10:23A
Somerset County
Diane M Godin

Pleasant Ridge Plt. Tax Map 4 Lot 6 – Richmond

EASEMENT

PETER RICHMOND, of Brighton Plantation, Somerset County, Maine ("**Grantor**"), for and in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby grant and convey, with quitclaim covenant, subject to the terms and conditions herein contained, unto **HIGHLAND WIND LLC**, a Delaware limited liability company with a mailing address of 150 Orford Road, P.O. Box 160, Lyme, New Hampshire 03768 ("**Grantee**"), its successors and assigns, the exclusive perpetual right, privilege and easement (the "**Easement**"), appurtenant to property currently leased by Grantee in Highland Plantation, Maine, over, under and upon the Easement Property in **Pleasant Ridge Plantation**, Somerset County, Maine as described below, for the following purposes:

to enter upon the Easement Property at any time with men and all necessary tools and machinery for the purposes described herein; to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus used or useful for the collection, distribution and transmission of electricity, together with their strengthening supports, sufficient foundations and supports, all as the Grantee, its successors and assigns, may from time to time reasonably require upon, along, across, and beneath the Easement Property; the right to excavate, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove, and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity (including but not limited to fiber optics and communication equipment to facilitate transmission of electricity), all as the Grantee, its successors and assigns, may from time to time reasonably require upon, along, across, and beneath the Easement Property; the right to use existing roads and to construct those new roads within the Easement Property as the Grantee, its successors and assigns, may from time to time reasonably require to provide access for such men, tools or machinery; the right to collect, distribute, and transmit electricity over said wires, cables or apparatus as the Grantee, its successors and assigns, may from time to time reasonably require; the right to clear and keep the Easement Property cleared by any lawful means of trees, undergrowth and all other obstructions; and the right to erect and maintain signage, gates, fences, and other barriers within the Easement Property as are reasonably necessary to restrict recreational vehicles or other public access from the Easement Property (all of the foregoing "**Grantee's facilities**"). No other structures, installations or improvements shall be erected or maintained over, under or upon the Easement Property without the prior written consent of Grantee.

Together with the nonexclusive right at any and all times to enter on adjacent portions of property of Grantor, within the narrowest practical confines, to cut or trim and remove such trees growing outside the limits of the Easement Property which may, in the reasonable opinion of the Grantee, its successors and assigns, interfere with or be likely to interfere with the activities permitted herein.

Together with a right of way for ingress to and egress from the Easement Property across adjacent lands of Grantor by means of existing trails and roads thereon, if any; otherwise by such trails and roads as shall cause the least practicable damage and inconvenience to Grantor and further provided that Grantee shall have the right to build, construct, maintain, and repair such trails and roads thereon for access to the Easement Property.

The Easement hereby conveyed shall be exercised within a one hundred foot wide strip of land situated in said Pleasant Ridge Plantation, approximately 2,334 feet in length, which strip is immediately adjacent to and contiguous with an existing 115kv powerline corridor on Grantor's land, and includes the right of way granted above (the "**Easement Property**"), provided, however, Grantee shall have the right to relocate all or any portion of the Easement Property on Grantor's land outside the bounds of said existing 115kv powerline easement if required by any permits or approvals or the results of any engineering or feasibility studies.

By accepting this Easement, Grantee agrees that prior to commencement of construction on the Easement Property Grantee shall cause the southerly bounds of the Easement Property, as the same may have been relocated as provided above, to be monumented at regular intervals reasonably determined by Grantee to sufficiently delineate the bounds of the Easement Property.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, subject to the following conditions:

1. Grantor shall have a) the right to cross the Easement Property for access to other lands of Grantor and b) the right, on or before October 28, 2014, to harvest and remove timber from the Easement Property, provided that the exercise of such rights shall not injure or interfere with the operation, maintenance, repair of, extensions or additions to Grantee's Facilities on the Easement Property or the rights granted to Grantee herein and the exercise of such rights is at all times in compliance with applicable laws, rules, regulations, and permits, including but not limited to those related to buffer limits and wetlands and Grantee's project permits. Prior to any harvesting of timber, Grantor shall provide reasonable prior notice to Grantee of the location of

all such timber to be harvested. Upon completion of any harvesting, Grantor shall leave the Easement Property in reasonably good condition.

2. Grantee shall comply with all laws, rules, regulations, and permits applicable to Grantee's use of the Easement Property

3. Except to the extent arising from the negligence or willful misconduct of Grantor (or Grantor's employees, agents, or independent contractors), Grantee shall defend, indemnify and hold harmless Grantor from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: a) Grantee's exercise or non-exercise of its rights under the Easement, including, but not limited to, the use of the Easement Property by Grantee, its employees, agents, and independent contractors, or b) Grantee's failure to comply with applicable permits, licenses, laws, regulations, rules and orders relating to Grantee's use of the Easement or Easement Property.

Except to the extent arising from the negligence or willful misconduct of Grantee (or Grantee's employees, agents, or independent contractors), Grantor shall defend, indemnify and hold harmless Grantee from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: a) the use of the Easement Property by Grantor, its employees, agents, and independent contractors, or b) Grantor's failure to comply with applicable laws, regulations, rules and orders relating to Grantor's use of the Easement Property.

4. Notwithstanding anything to the contrary herein, Grantee shall have the right at any and all times to clear and keep the Easement Property cleared by any lawful means of trees, undergrowth and all other obstructions, and any timber cleared by Grantee shall become the property of Grantee, at no additional consideration to Grantor. No stumps, brush, trees, limbs or other debris of any kind shall be placed, piled or burned by Grantee on other property of Grantor.

5. Grantee shall be responsible for any increase in real and personal property taxes assessed against Grantor or lands of Grantor resulting from personal property of Grantee or improvements made by Grantee to the Easement Property. Grantee shall be responsible for any penalties arising from withdrawal of all or any portion of the Easement Property classified under the Maine Tree Growth Tax Law by virtue of the grant or exercise of the Easement granted herein.

6. Grantee shall maintain its improvements and personal property, including without limitation its power line, within the Easement Property in good repair. Within a reasonable time after completion of installation of the power line, Grantee shall level, fill and remove its refuse from the Easement Property

7. During the term of its operations hereunder, Grantee shall maintain (a) commercial general liability insurance in an amount not less than \$1,000,000.00 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$500,000, and (c) auto liability insurance, including owned, hired and non-owned vehicles, for a minimum of \$1,000,000 each occurrence for a combined single limit; provided however, that (i) Grantee's obligation to maintain and keep in force the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, and (ii) the amount of coverage required hereunder may be met through excess liability insurance so long as the excess liability policies cover the same risks covered by the primary policy and there are no gaps in the amount of the coverage, and the limits of coverage may also be met through umbrella insurance policies so long as the underlying coverages required under the umbrella policies are continuously maintained.

8. Use herein of the terms "Grantor" and "Grantee" is understood to refer to the parties hereto and shall be construed to include the successors or assigns of either or both. The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This instrument shall not be binding on any party hereto unless and until the same is executed by all parties hereto.

9. The rights of Grantee hereunder are not assignable, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably withheld by

Grantor, except that the rights of the Grantee hereunder shall be appurtenant to Grantee's leasehold property in Highland Plantation, Maine referred to above and may be assigned or transferred only in connection with the sale, lease or other transfer of all or any part of such property of Grantee.

10. In the event any portion of this grant of Easement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this easement are thereby defeated. In the event any provision hereof is deemed illegal, against public policy, or unenforceable, said provision shall not affect the validity and enforceability of the remainder of this agreement, but such unenforceable provision shall be deleted, and the remaining terms and provisions of this agreement shall be interpreted in a manner which most closely effectuates the apparent intentions of the parties as evidenced by this agreement.

11. All notices, claims, certificates, requests, demands and other communications required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the following addresses:

if to Grantor: HCR 31 Box 35
Harmony, Maine 04942

If to Grantee: Highland Wind LLC
c/o Wagner Forest Management, Ltd.
P.O. Box 160
150 Orford Road
Lyme, New Hampshire 03768

(or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above). Each party, its successors and assigns, shall keep the other party advised of its current mailing address and the representative who will handle inquiries and notifications hereunder.

12. The parties to this Easement execute the same solely as a Grantor and Grantee. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any

representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this grant of Easement.

13. Both parties have reviewed this grant of Easement and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

14. This instrument contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions, or deletions hereto must be in writing and signed by all parties. This instrument may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

15. This grant of Easement shall be interpreted and construed under the laws of the State of Maine.

[Signatures appear on following page]

IN WITNESS WHEREOF, Peter Richmond has caused this instrument to be signed and sealed on the date below and Highland Wind LLC has caused this instrument to be signed and sealed by the undersigned, duly authorized, on the date below.

WITNESS:

Katherine A. Perkins

Peter N. Richmond

Peter Richmond
Dated: 3/23/, 2010

Highland Wind LLC

By: _____
Robert H. Gardiner, President
Dated: _____, 2010

State of Maine

County of Somerset

3/23, 2010

Then personally appeared the above-named Peter Richmond and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Katherine A. Perkins

Notary Public

Printed name: Katherine A. Perkins

My commission expires:

5/18/11

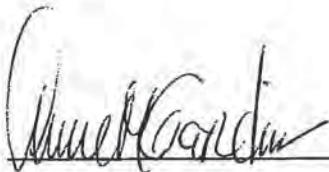
SEAL

IN WITNESS WHEREOF, Peter Richmond has caused this instrument to be signed and sealed on the date below and Highland Wind LLC has caused this instrument to be signed and sealed by the undersigned, duly authorized, on the date below.

WITNESS:

Peter Richmond

Dated: _____, 2010



Highland Wind LLC

By: 
Robert H. Gardiner, President

Dated: 2/26/10, 2010

State of Maine

County of _____, 2010

Then personally appeared the above-named Peter Richmond and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Printed name: _____

My commission expires:

Received
Recorded Register of Deeds
Mar 26, 2010 08:52A
Somerset County
Diane M Godin

Pleasant Ridge Plt. Tax Map 4 Lot 7 – Cummings/Pedrick/Thomas

EASEMENT

ARTHUR R. CUMMINGS, JR. of Poland Springs, Maine, **JUNE R. PEDRICK** of Keosauqua, Iowa, and **LOANN R. THOMAS** of Topsham, Maine (collectively "**Grantor**"), for and in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby grant and convey, with warranty covenants, subject to the terms and conditions herein contained, unto **HIGHLAND WIND LLC**, a Delaware limited liability company with a mailing address of 150 Orford Road, P.O. Box 160, Lyme, New Hampshire 03768 ("**Grantee**"), its successors and assigns, the exclusive perpetual right, privilege and easement (the "**Easement**"), appurtenant to property currently leased by Grantee in Highland Plantation, Maine, over, under and upon the Easement Property in Pleasant Ridge Plantation, Somerset County, Maine as described below, for the following purposes:

to enter upon the Easement Property at any time with men and all necessary tools and machinery for the purposes described herein; to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus used or useful for the collection, distribution and transmission of electricity, together with their strengthening supports, sufficient foundations and supports, all as the Grantee, its successors and assigns, may from time to time reasonably require upon, along, across, and beneath the Easement Property; the right to excavate, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove, and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity (including but not limited to fiber optics and communication equipment to facilitate transmission of electricity), all as the Grantee, its successors and assigns, may from time to time reasonably require upon, along, across, and beneath the Easement Property; the right to use existing roads and to construct those new roads within the Easement Property as the Grantee, its successors and assigns, may from time to time reasonably require to provide access for such men, tools or machinery; the right to collect, distribute, and transmit electricity over said wires, cables or apparatus as the Grantee, its successors and assigns, may from time to time reasonably require; the right to clear and keep the Easement Property cleared by any lawful means of trees, undergrowth and all other obstructions; and the right to erect and maintain signage, gates, fences, and other barriers within the Easement Property as are reasonably necessary to restrict such recreational vehicles or other public access over the Easement Property (all of the foregoing "**Grantee's facilities**"). No other structures, installations or improvements shall be erected or maintained over, under or upon the Easement Property without the prior written consent of Grantee.

Together with the nonexclusive right at any and all times to enter on adjacent portions of property of Grantor, within the narrowest practical confines, to cut or trim and remove such trees growing outside the limits of the Easement Property which may, in the reasonable opinion of the Grantee, its successors and assigns, interfere with or be likely to interfere with the activities permitted herein.

Together with a right of way for ingress to and egress from the Easement Property across adjacent lands of Grantor by means of existing trails and roads thereon, if any; otherwise by such trails and roads as shall cause the least practicable damage and inconvenience to Grantor and further provided that Grantee shall have the right to build, construct, maintain, and repair such trails and roads thereon for access to the Easement Property.

The Easement hereby conveyed shall be exercised within a certain strip of land one hundred (100) feet wide situated in said Pleasant Ridge Plantation immediately adjacent to, contiguous with and southwesterly of an existing 115kv powerline corridor on Grantor's land, which strip of land is further described as extending in a northwesterly direction from the southerly line of Grantor's land on the easterly side of the Rowe Pond Road, so called, approximately One Thousand Six Hundred Thirty Seven (1,637) feet to the easterly line of the Rowe Pond Road; thence continuing across the Rowe Pond Road to the westerly line of said road; thence continuing approximately Two Hundred Fifty (250) feet to the northerly line of Grantor's land (the "**Easement Property**"). Grantee shall have the right to relocate all or any portion of the Easement Property on Grantor's land outside the bounds of said existing 115kv powerline easement if required by any permits or approvals or the results of any engineering or feasibility studies. For Grantors' sources of title to the Easement Property, reference may be had to the deeds recorded in Book 1652, Page 35 and Book 2051, Page 14 of the Somerset County Registry of Deeds.

The purpose of this easement is for the transmission of electricity from generation stations in Highland Plantation and vicinity to the electric transmission and distribution system in the Moscow and Bingham area.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, subject to the following conditions:

1. Grantee shall comply with all laws, rules, regulations, and permits applicable to Grantee's use of the Easement Property.

2. Except to the extent arising from the negligence or willful misconduct of Grantor (or Grantor's employees, agents, or independent contractors), Grantee shall defend, indemnify and hold harmless Grantor from and against any and all losses, liabilities, damages, claims,

demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: a) Grantee's exercise or non-exercise of its rights under the Easement, including, but not limited to, the use of the Easement Property by Grantee, its employees, agents, and independent contractors, or b) Grantee's failure to comply with applicable permits, licenses, laws, regulations, rules and orders relating to Grantee's use of the Easement or Easement Property.

Except to the extent arising from the negligence or willful misconduct of Grantee (or Grantee's employees, agents, or independent contractors), Grantor shall defend, indemnify and hold harmless Grantee from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: a) the use of the Easement Property by Grantor, its employees, agents, and independent contractors, or b) Grantor's failure to comply with applicable laws, regulations, rules and orders relating to Grantor's use of the Easement Property.

3. Notwithstanding anything to the contrary herein, Grantee shall have the right at any and all times to clear and keep the Easement Property cleared by any lawful means of trees, undergrowth and all other obstructions, and any timber cleared by Grantee shall become the property of Grantee, at no additional consideration to Grantor. No stumps, brush, trees, limbs or other debris of any kind shall be placed, piled or burned by Grantee on other property of Grantor.

4. Grantee shall be responsible for any increase in real and personal property taxes assessed against Grantor or lands of Grantor resulting from personal property of Grantee or improvements made by Grantee to the Easement Property. Grantee shall be responsible for any penalties arising from withdrawal of all or any portion of the Easement Property classified under the Maine Tree Growth Tax Law by virtue of the grant or exercise of the Easement granted herein.

5. Grantee shall maintain its improvements and personal property, including without limitation its power line, within the Easement Property in good repair. Within a reasonable time

after completion of installation of the power line, Grantee shall level, fill and remove its refuse from the Easement Property. Grantor and Grantee understand and agree that the easement rights granted herein are incidental to Grantee's wind energy project to be located in Highland Ridge Plantation. It is understood and agreed between the parties hereto that if the Easement Property and Grantee's improvements thereon, once established and operational, are no longer utilized for such purposes for a period of two (2) consecutive years and Grantee has no intention of recommencing such use, this Easement shall terminate and Grantee agrees to remove at Grantee's sole expense any such improvements placed by Grantee on the Easement Property within six (6) months from the expiration of said two (2) year period or such longer time as may reasonably be required to remove the same with due diligence.

6. During the term of its operations hereunder, Grantee shall maintain (a) commercial general liability insurance in an amount not less than \$1,000,000.00 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$500,000, and (c) auto liability insurance, including owned, hired and non-owned vehicles, for a minimum of \$1,000,000 each occurrence for a combined single limit; provided however, that (i) Grantee's obligation to maintain and keep in force the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, and (ii) the amount of coverage required hereunder may be met through excess liability insurance so long as the excess liability policies cover the same risks covered by the primary policy and there are no gaps in the amount of the coverage, and the limits of coverage may also be met through umbrella insurance policies so long as the underlying coverages required under the umbrella policies are continuously maintained.

7. Use herein of the terms "Grantor" and "Grantee" is understood to refer to the parties hereto and shall be construed to include the successors or assigns of either or both. The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This instrument shall not be binding on any party hereto unless and until the same is executed by all parties hereto.

8. The rights of Grantee hereunder are not assignable, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably withheld by Grantor, except that the rights of the Grantee hereunder shall be appurtenant to property leased

by Grantee in Highland Plantation, Maine referred to above and may be assigned or transferred only in connection with the sale, lease or other transfer of all or any part of such property of Grantee.

9. In the event any portion of this grant of Easement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this easement are thereby defeated. In the event any provision hereof is deemed illegal, against public policy, or unenforceable, said provision shall not affect the validity and enforceability of the remainder of this agreement, but such unenforceable provision shall be deleted, and the remaining terms and provisions of this agreement shall be interpreted in a manner which most closely effectuates the apparent intentions of the parties as evidenced by this agreement.

10. All notices, claims, certificates, requests, demands and other communications required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the following addresses:

If to Grantor: c/o Arthur R. Cummings, Jr.
463 Bakerstown Road
Poland Springs, Maine 04274

If to Grantee: Highland Wind LLC
c/o Wagner Forest Management, Ltd.
P.O. Box 160
150 Orford Road
Lyme, New Hampshire 03768

(or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above). Each party, its successors and assigns, shall keep the other party advised of its current mailing address and the representative who will handle inquiries and notifications hereunder.

11. The parties to this Easement execute the same solely as a Grantor and Grantee. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants

and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this grant of Easement.

12. Both parties have reviewed this grant of Easement and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

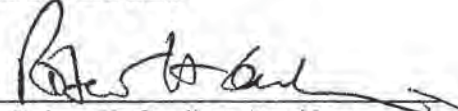
13. This instrument contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions, or deletions hereto must be in writing and signed by all parties. This instrument may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

14. This grant of Easement shall be interpreted and construed under the laws of the State of Maine.

IN WITNESS WHEREOF, Arthur R. Cummings, Jr., June R. Pedrick and Loann R. Thomas have caused this instrument to be signed and sealed on the dates below and Highland Wind LLC has caused this instrument to be signed and sealed by the undersigned, duly authorized, on the date below.

WITNESS:

Highland Wind LLC

By: 
Robert H. Gardiner, President

Dated: July 6, 2010

Judith A. Akers
Judith A. AKERS

Arthur R. Cummings, Jr.
Arthur R. Cummings, Jr.

Dated: 06/28, 2010

June R. Pedrick

Dated: _____, 2010

Loann R. Thomas

Dated: _____, 2010

STATE OF MAINE
Androskoggin County

June 28, 2010

Personally appeared the above named Arthur R. Cummings, Jr. and acknowledged before me the foregoing instrument to be his free act and deed.

Lynda M. Carey
Notary Public Maine
Commission Expires: August 6, 2015

Lynda M. Carey
Notary Public/Attorney at law

SEAL

Lynda M. Carey
Print or type name as signed

Arthur R. Cummings, Jr.

Dated: _____, 2010

June R. Pedrick
June R. Pedrick

Dated: June 26, _____, 2010

(Signature)
Loann R. Thomas

Dated: _____, 2010

STATE OF MAINE

_____ County _____, 2010

Personally appeared the above named Arthur R. Cummings, Jr. and acknowledged before me the foregoing instrument to be his free act and deed.

Notary Public/Attorney at law

Print or type name as signed

STATE OF IOWA

June 26, 2010

Van Buren County

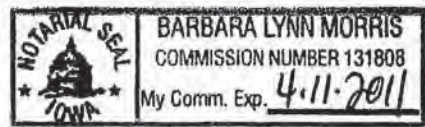
Personally appeared the above named June R. Pedrick and acknowledged before me the foregoing instrument to be her free act and deed.

Barbara Morris

Notary Public

Barbara Morris

Print or type name as signed



Arthur R. Cummings, Jr.

Dated: _____, 2010

June R. Pedrick

Dated: _____, 2010

Kypta M. Alcazar

Loann R. Thomas

Loann R. Thomas

Dated: 6/29, 2010

STATE OF MAINE

Cumberland County

6/29, 2010

Loann R. Thomas

Personally appeared the above named ~~Arthur R. Cummings, Jr.~~ and acknowledged before me the foregoing instrument to be his free act and deed.



Nancy L. Stroud
Notary Public/Attorney at law

Nancy L. Stroud
Print or type name as signed

Received
Recorded Register of Deeds
Jul 08, 2010 10:23A
Somerset County
Diane M Godin

Pleasant Ridge Plt. Tax Map 7 Lot 18 – Baker

EASEMENT

MARY JO BAKER, formerly Mary Jo Steward, with a mailing address of 14 Rowe Pond Road, Pleasant Ridge Plantation, Maine 04920 ("**Grantor**"), for and in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby grant and convey, with warranty covenants, subject to the terms and conditions herein contained, unto **HIGHLAND WIND LLC**, a Delaware limited liability company with a mailing address of 150 Orford Road, P.O. Box 160, Lyme, New Hampshire 03768 ("**Grantee**"), its successors and assigns, the exclusive perpetual right, privilege and easement (the "**Easement**"), appurtenant to property currently leased by Grantee in Highland Plantation, Maine, over, under and upon the Easement Property in Pleasant Ridge Plantation, Somerset County, Maine as described below, to use the Easement Property for purposes of, related to and incidental to overhead electrical transmission lines and related facilities. The easement consideration includes all merchantable wood growing on the Easement Property.

The Easement includes a right of way for ingress to and egress from the Easement Property across adjacent lands of Grantor by means of existing trails and roads thereon, if any; otherwise by such trails and roads as shall cause the least practicable damage and inconvenience to Grantor and further provided that Grantee shall have the right to build, construct, maintain, and repair such trails and roads thereon for access to the Easement Property.

The Easement hereby conveyed shall be exercised within the following described portion of Grantor's land (the "**Easement Property**"):

Beginning at a point 44 feet, more or less, westerly along the southerly sideline of the Rowe Pond Road from the southwest corner of a so called box culvert located on the Pleasant Ridge Road over Houston Brook, which is 110 feet, more or less, southeasterly from the intersection of Rowe Pond Road, Carry Pond Road and Pleasant Ridge Road, which point of beginning is to be marked by a monument to be set by Grantee; thence following the southerly sideline of the Rowe Pond Road 127 feet, more or less, in a generally westerly direction to a point to be marked by a monument to be set by Grantee; thence southeasterly 126 feet, more or less, along a line passing through a monument to be set by Grantee, to a point on the northwesterly side of Houston Brook; thence generally following the northwesterly side of Houston Brook 100 feet, more or less, in a northeasterly direction to a point 32 feet, more or less, southwesterly from the southwesterly

corner of a so called box culvert located on Pleasant Ridge Road over Houston Brook; thence northwesterly along a line passing through a monument to be set by Grantee 30 feet, more or less, to the point of beginning; totaling 0.20 acres, more or less. The Easement Property includes any of Grantor's right, title and interest in and to the Rowe Pond Road and Houston Brook lying within extensions of the sidelines of the above described parcel.

Grantee shall have the right to relocate all or any portion of the Easement Property on Grantor's land if required by any permits, engineering studies or the results of any survey conducted by Grantee. For Grantor's source of title to the Easement Property, reference may be had to the deed from Maggie Nugent recorded in Book 572, Page 189 of the Somerset County Registry of Deeds.

Use herein of the terms "Grantor" and "Grantee" is understood to refer to the parties hereto and shall be construed to include the successors or assigns of either or both. The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

In the event any portion of this grant of Easement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Easement are thereby defeated. In the event any provision hereof is deemed illegal, against public policy, or unenforceable, said provision shall not affect the validity and enforceability of the remainder of this Easement, but such unenforceable provision shall be deleted, and the remaining terms and provisions of this Easement shall be interpreted in a manner which most closely effectuates the apparent intentions of the parties as evidenced by this Easement.

All notices, claims, certificates, requests, demands and other communications required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the respective addresses set forth above or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above.

This Easement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. In view of the foregoing, Grantor hereby releases any claim or claims as against Grantee, its predecessors, employees, agents, representatives, successors and assigns, as to the negotiations, representations and discussions which led to this Easement, including but not limited to the Option to Purchase an Easement signed by the Grantor on September 29, 2009, as amended, in writing on even date herewith. All further changes, additions, or deletions hereto must be in writing and signed by all parties.

IN WITNESS WHEREOF, Mary Jo Baker has caused this instrument to be signed and sealed on this 12 day of Oct., 2010.

WITNESS:

Janie J. Brewer

Mary Jo Baker
Mary Jo Baker

STATE OF MAINE

Somerset County

Oct 12, 2010

Personally appeared the above named Mary Jo Baker and acknowledged before me the foregoing instrument to be her free act and deed.

Alita Belanger
Notary Public/Attorney at law
ALITA BELANGER
Notary Public Maine
My Commission Expires April 4, 2015
Print or type name as signed

SEAL

Received
Recorded Register of Deeds
Oct 12, 2010 12:41P
Somerset County
Diane M Godin

Concord Twp. Tax Map 1 Lot 48 and Pleasant Ridge Plt. Tax Map 3 Lot 1 – Easement Retained
by Central Maine Power Company



Central Maine Power

October 22, 2010

Highland Wind, LLC
Robert H. Gardiner, President
110 Foreside Rd.
Cumberland, ME 04110

Re: Construction of Highland Wind Project Interconnection Facility

Dear Rob:

Central Maine Power Company ("CMP") understands that Highland Wind, LLC ("HW") plans to interconnect its wind generation project (the "Project") with the New England transmission system by means of an interconnection facility (115 kV) running from the Project to CMP's Wyman Substation located in Moscow, Maine. CMP further understands that HW's application with the Land Use Regulation Commission ("LURC") must demonstrate to LURC's satisfaction that HW has sufficient title, right or interest in all the property needed for the Project.

CMP has advised HW that if requested to do so by HW, CMP will construct, maintain, and own a portion of the transmission line that will interconnect into the Wyman Substation. This portion, referred to as the CMP Segment, will be located within an existing CMP transmission right-of-way. (A drawing describing the CMP Segment is attached hereto at Attachment A.) CMP's agreement with respect to the CMP Segment is contingent on HW and CMP agreeing to mutually acceptable, and commercially reasonable, terms concerning construction, maintenance and ownership of the CMP Segment

Specifically, the CMP Segment would consist of a 115 kV transmission line running from Wyman substation to a point approximately 3,500 feet towards the Project. The specific design of the CMP Segment will be determined pursuant to the ISO New England Large Generator Interconnection Procedures ("LGIP").

An equal opportunity employer

83 Edison Drive | Augusta, ME 04336-0002

tel (207) 623-3521 | fax (207) 623-7380

www.cmpco.com

 An Energy East Company



Central Maine Power

The CMP Segment will be designed and constructed by CMP, at the sole expense of HW, pursuant to a Large Generator Interconnection Agreement (LGIA) between HW, CMP, and ISO New England. However, pursuant to Section 9 of the LGIP, prior to the execution of the LGIA, CMP and HW may enter into an Engineering and Procurement Agreement in order to advance the implementation of the interconnection by commencing the engineering and procurement items necessary for the establishment of the interconnection, including the engineering of the CMP Segment in order to expedite the interconnection process.

If this letter comports with HW's understanding of the process, please so signify by signing in the space provided below and return one copy to me for our corporate files.

Very truly yours,

Carol A. Purinton
Manager of Interconnection Services

SEEN AND AGREED TO:

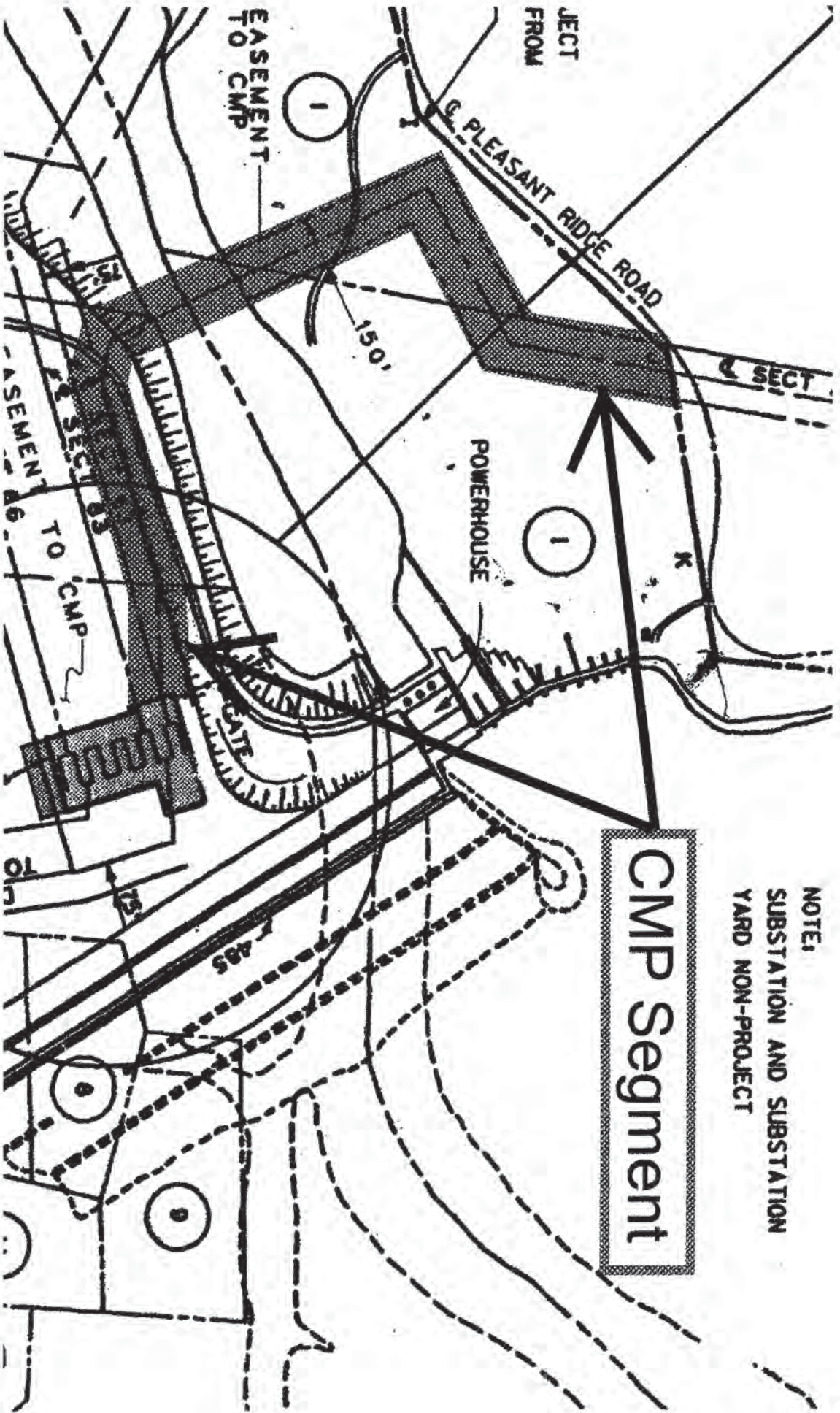
Dated: 10/25/10

Robert H. Gardiner, President
Highland Wind, LLC

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tel (207) 623-3521 | fax (207) 623-7380

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NOTE:
SUBSTATION AND SUBSTATION
YARD NON-PROJECT

CMP Segment

BK 254 0 PG 1 4 0

FINAL APR 26, 1999
3:04 PM
Wyman Hydro
Somerset

TRANSFER TAX PAID

DEED INDENTURE

Wyman Hydro Project
Somerset County

004172

CENTRAL MAINE POWER COMPANY, a Maine corporation, with a place of business in Augusta, Kennebec County, Maine (hereinafter referred to as "CMP," which word is intended to include, unless expressly stated otherwise, CMP and its successors and assigns), for consideration paid, releases to FPL ENERGY MAINE HYDRO LLC, a Delaware limited liability company, with a mailing address of 100 Middle Street, Portland, Maine 04101 (hereinafter referred to as "FPL," which word is intended to include, unless expressly stated otherwise, FPL and its successors and assigns), certain land and interests in land with the buildings and improvements thereon in the Towns of Pleasant Ridge, Moscow, Caratunk, Concord and Bingham, and in the Township of Carrying Place, all in Somerset County, Maine, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter, the "Granted Premises").

EXCEPTING AND RESERVING from the Granted Premises, however, to CMP, its successors and assigns forever, the easements and real property in the Towns of Pleasant Ridge, Moscow, Caratunk, Concord and Bingham, and in the Township of Carrying Place in Somerset County, Maine, more particularly described in Exhibit B attached hereto and made a part hereof (hereinafter "CMP's Reserved Easements").

CMP and FPL acknowledge that the Wyman Hydro Project is licensed by the Federal Energy Regulatory Commission (hereinafter, "FERC"). CMP's Reserved Easements in this Deed Indenture are, to the extent they affect any Project Lands, Works or Waters identified in the FERC license, subject to the terms and conditions of that license and to the following covenants:

- (1) The use of lands or rights reserved herein shall not endanger health, create a nuisance or otherwise be incompatible with overall project recreational use;
- (2) CMP, its successors and assigns, shall take all reasonable precautions to insure that the construction, operation, and maintenance of CMP's

structures or facilities will occur in a manner that will protect the scenic, recreational and environmental values of the project; and

- (3) CMP, its successors and assigns, will not unduly restrict public access to project waters.

EXCEPTING AND RESERVING from the Granted Premises, however, to CMP, its successors and assigns forever, the land in the Town of Moscow in Somerset County, Maine, more particularly described in Exhibit C attached hereto and made a part hereof (hereinafter, "CMP's Substation Yard"); subject, however, to any easements conveyed thereon as set forth in Exhibit A attached hereto.

EXCEPTING AND RESERVING from the Granted Premises, however, to CMP all of CMP's Personal Property, as hereinafter defined, located on or attached to those portions of the Granted Premises burdened by CMP's Reserved Easements.

Also, EXCEPTING any personal property and fixtures that are owned by the dam operators or their families, or other employees and their families, situated on the Granted Premises. Also, EXCEPTING any camps and fixtures that are owned by the lessees or sublessees of CMP or their families situated on the Granted Premises, including the camp docks and fixtures and appurtenances related thereto, wherever situated. Also, EXCEPTING any camp docks and fixtures and appurtenances related thereto belonging to third parties, including without limitation camp lot owners, some but not all of which are shown on the Project Plans.

Wherever used in this Deed Indenture with initial capitalization, the term "CSI Agreement" means the Continuing Site/Interconnection Agreement dated January 6, 1998 by and between Central Maine Power Company and National Energy Holdings, Inc., now known as FPL Energy Maine, Inc., as amended on June 16, 1998, as affected by an Assignment and Assumption Agreement from FPL Energy Maine, Inc. to FPL dated as of June 16, 1998, a Notice of which is dated March 30, 1999 and recorded at the Somerset County Registry of Deeds in Book 2537, Page 78.

CMP and FPL (hereinafter, individually, a "Party" and collectively, the "Parties") hereby acknowledge, covenant and agree that (i) the terms and limitations of the CSI Agreement define certain continuing responsibilities and obligations of the Parties with respect to the use of and access to the other Party's property, assets and facilities, and (ii)

the terms of the CSI Agreement and this Deed Indenture shall be construed such that all of the terms of the CSI Agreement and this Deed Indenture shall be given full force and effect to the greatest extent possible. Moreover, Section 3.2.3(b) of the CSI Agreement is hereby incorporated by this reference and shall be given full force herein and is intended to apply to all easements granted and reserved herein notwithstanding anything to the contrary in this Deed Indenture. Except as otherwise specifically provided in this Deed Indenture (as indicated by the expression "Notwithstanding anything to the contrary contained in the CSI Agreement"), to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this Deed Indenture, the terms of the CSI Agreement shall control. For the purposes of this Deed Indenture, terms of the CSI Agreement and this Deed Indenture shall be deemed "directly inconsistent" if giving full effect to such terms would be impossible, illogical, or absurd.

FPL and CMP hereby covenant and agree to the extent that there are any facilities, structures or equipment, together with the foundations (excluding buildings and generation-asset-related structures and facilities included in the description of the Granted Premises) and related equipment and appurtenances thereto, which constitute transmission and distribution facilities, structures or equipment, or which facilities, structures or equipment are by the express terms of this Deed Indenture, the CSI Agreement, the Site Separation Document for W.S. Wyman Hydro (Supplement to the CSI Agreement - Document 031), or any Bill of Sale between the Parties reserved to or retained by CMP (hereinafter, collectively, "CMP's Personal Property"), that: (1) CMP's Personal Property is and shall continue to be personal property notwithstanding its affixation or annexation to any real property; and (2) CMP's Personal Property is hereby severed and shall be and remain separate and covered from the real property on which it is located, even if affixed or annexed thereto now or in the future; and (3) no interest in CMP's Personal Property is being conveyed by this Deed Indenture. To the extent applicable, this document shall constitute an agreement pursuant to 33 M.R.S.A. Section 455.

CMP and FPL hereby acknowledge, covenant and agree that (1) except as otherwise specifically provided in this Deed Indenture, all easements and licenses included within the definitions of the Granted Premises and CMP's Reserved Easements

shall be perpetual, subject to amendment or relocation thereof from time to time pursuant to the CSI Agreement, (ii) upon the termination of the CSI Agreement, all easements and licenses included within the definitions of the Granted Premises and CMP's Reserved Easements shall continue in full force and effect to the same extent such easements and licenses exist immediately prior to the termination of the CSI Agreement, and (iii) except as otherwise expressly stated in this Deed Indenture, wherever in this Deed Indenture the consent of one Party is required, the Party from whom the consent is required agrees that it will not unreasonably withhold, delay or condition its consent. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

For the purposes of this Deed Indenture, the term "Retained Land of CMP" shall mean and include (i) all of the real property designated on the Project Plans (as hereinafter defined) as "RETAINED LAND OF CMP," "CMP CO RETAINED LAND," "RETAINED LAND OF CMP FOR SUBSTATION YARD," or with words of similar import, and (ii) those portions of any transmission corridors shown on the Project Plans which are located outside the Project Boundary (as hereinafter defined).

IN WITNESS WHEREOF, the said Central Maine Power Company has caused this instrument to be executed by Sara J. Burns, its duly authorized President, as of the 7th day of April, 1999.

CENTRAL MAINE POWER COMPANY, a Maine corporation

By: Sara J. Burns

Its: President

Printed Name: Sara J. Burns

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

On April 6, 1999, personally appeared the above-named Sara J. Burns, President of Central Maine Power Company, and acknowledged the foregoing to be her

BK 254 OPG 144

FINAL APR 8, 1999
3:04 PM
WYMAN HYDRO
POWER INC

free act and deed in her said capacity and the free act and deed of said Central Maine Power Company.

Before me,

Sara Oliver

Notary Public

Printed Name:

SARA OLIVER
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JANUARY 24 2001

SEAL

GRANTEE'S ACCEPTANCE

The said FPL ENERGY MAINE HYDRO LLC hereby acknowledges its acceptance of this Deed Indenture and its agreement to the terms, conditions and provisions set forth therein, and has caused this instrument to be executed by FPL Energy Maine, Inc., its sole member, by John W. Stanton, FPL Energy Maine, Inc.'s duly authorized Vice President, as of the 7th day of April, 1999.

FPL ENERGY MAINE HYDRO LLC, a Delaware limited liability company

By: FPL Energy Maine, Inc., its sole member

By:

[Signature]

Its: Vice President

Printed Name: John W. Stanton

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

On April 6, 1999, personally appeared the above-named John W. Stanton, Vice President of FPL Energy Maine, Inc., sole member of FPL ENERGY MAINE HYDRO LLC and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said FPL Energy Maine, Inc. and of said FPL ENERGY MAINE HYDRO LLC.

SEAL

Before me,

Janet D. East's

Notary Public

Printed Name: Janet D. East's

Commission expires: 4/12/02

Exhibit A

Granted Premises

Wyman Hydro Project
Somerset CountyParcel One

Subject to exceptions and reservations set forth on Exhibit B and Exhibit C herein and/or the Project Plans hereinafter described, the land and interests in land with any improvements thereon (including without limitation all generation-asset-related facilities, structures and equipment, the dams across the Kennebec River, the powerhouse, fish ladder, flumes, penstocks, gates, gatehouses, spillways, retaining walls, buildings, structures and appurtenances thereto, if any) situated in the Towns of Pleasant Ridge, Moscow, Caratunk, Concord and Bingham, and in the Township of Carrying Place, all in Somerset County, Maine, more particularly bounded and described as follows:

A. All real estate and interests in real estate including any fee interests and riparian rights related thereto, easement rights, mill privileges, and flowage rights of CMP within the "Project Boundary" (hereinafter, the "Project Boundary") as shown on plans captioned "Wyman Project Plan," Drawing 198-22-001, Sheets 1 through 6, dated March 26, 1999, which plans are recorded in the Somerset County Registry of Deeds in File No. 99 Pages 24, 25, 26, 27, 28 and 29 (hereinafter, the "Project Plans"). FPL hereby acknowledges that the nature of the interests herein conveyed varies amongst fee, easement and other rights and that CMP makes no representations or warranties as to the nature or quality of such interests.

B. All CMP's right, title and interest, if any, in and to flowage rights, whether acquired by prescription or otherwise, over lands flowed by the dams herein conveyed, including without limitation such flowage rights as have been acquired by CMP or its predecessors in title by virtue of current and/or historic flowage, together with the right to flow the Retained Land of CMP to the extent such land is currently or has been historically flowed by CMP.

C. All right, title and interest of CMP, if any, in and to those portions of railroad rights of way and the roads known as Town Road, Country River Road, and Route 201, situated within the land described above, and subject to rights of CMP reserved herein, rights of the public, and rights of others therein.

D. Together with an easement in common with CMP, its successors and assigns, for access on foot and with vehicles and to place fences and gates on a strip of land on the easterly side of County Road in Pleasant Ridge, which strip is situated between Points J and T on the Project Plans, and between the easterly side of County Road and the Project Boundary.

E. Together with all right, title and interest of CMP, if any, in and to Station Road (aka Town Road), such right, title and interest to be in common with CMP, its successors and assigns, and others.

F. Together with CMP's right, title and interest, if any, in and to any portions of public roads and ways that abut the Project Boundary between the abutting sideline or sidelines and the centerline of such public roads and ways.

Parcel Two: Stormwater Drainage Easement

A perpetual, non-exclusive right and easement over the Retained Land of CMP for the purpose of providing natural stormwater runoff from the Granted Premises as currently exists.

Parcel Three: Substation Easement

The perpetual, non-exclusive right and easement for access to and use of CMP's Substation Yard to erect, construct, maintain, repair, rebuild, replace, operate, patrol and remove FPL's cables, control cables, disconnects, terminators, surge arresters, and circuit breakers for delivery of electrical energy generated on the Granted Premises to CMP's transmission and distribution facilities together with all necessary equipment and appurtenances, including use of CMP's support structures, ducts, cable trays and appurtenances where necessary or convenient, all in accordance with the CSI Agreement (hereinafter, the "Substation Easement"). The Substation Easement shall include free access to and over CMP's Substation Yard subject only to any restrictions agreed upon by CMP and FPL and subject to reasonable rules and regulations that CMP may impose, provided that such rules and regulations are applied uniformly and fairly to all users of CMP's Substation Yard, including each of CMP's and FPL's own employees, agents, contractors, lessees and invitees.

FPL shall not materially increase the use or change the nature of the use of CMP's Substation Yard from CMP's current generation-related usage without the prior written consent of CMP. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

CMP and FPL covenant and agree that the portion of CMP's Substation Yard fenced in from time to time shall be secured to restrict access, provided that FPL shall have sufficient access by foot and by vehicle for maintenance, repair and replacement of FPL's facilities located therein. CMP's security facilities (such as fences, gates, doors, locks, cameras and other electronic devices) situated on the Retained Land of CMP shall be maintained by CMP in good repair and condition.

Exhibit B**CMP's Reserved Easements****Wyman Hydro Project
Somerset County****Easement One: CMP's Powerhouse Transmission Easement**

The perpetual right and easement to erect, bury, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove above and below ground electric, communications and energy transmission and distribution lines consisting of suitable and sufficient poles, cables, pipes and towers with sufficient foundations together with lines extending upon, within and between the same for the transmission and distribution of energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other equipment and appurtenances, including use of FPL's support structures, ducts, cable trays and appurtenances where necessary or convenient, and for all Utility Services defined in accordance with 33 M.R.S.A. Section 458 (hereinafter, "CMP's Powerhouse Transmission Easement"), over, under and across the land situated in the Towns of Pleasant Ridge, Moscow, Caratunk, Concord and Bingham, and in the Township of Carrying Place, all in Somerset County, Maine, more particularly described as follows:

1. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 302-301 (last revised as of 1/20/97), being a strip of land 500 feet wide in which Section 63 is currently located.
2. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 329-301 (last revised as of 1/20/97), being a strip of land 300 feet wide in which Section 66 is currently located.
3. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 580-101 (last revised as of 1/13/94), being a strip of land 300 feet wide in which Section 83 is currently located.
4. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 676-101 (last revised as of 10/4/93), being a strip of land 150 feet wide in which Section 215 is currently located.
5. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 574-222-31 (last

revised as of 7/13/98), being a strip of land 461.3 feet wide in which Section 222 is currently located.

The approximate location of the above strips of land are depicted on the Project Plans. Said CMP drawings are on file at the offices of CMP, 83 Edison Drive, Augusta, Maine and at the offices of FPL, 100 Middle Street, Portland, Maine 04101.

Also, in addition to the Access Ways Easement (as hereinafter defined), the perpetual, non-exclusive right and easement for access to the area burdened by CMP's Powerhouse Transmission Easement across the Granted Premises as may be reasonably necessary. Also the perpetual right and easement to excavate the area burdened by CMP's Powerhouse Transmission Easement as CMP deems necessary or useful in the exercise of the above-described rights; provided, however, CMP will promptly restore any disturbed areas to substantially the previously existing conditions.

FPL shall have the right to operate, maintain, replace, remove and repair any building, utility, utility line, road, fence, parking area, diversion channel or dam structure of any kind or nature existing in the area burdened by CMP's Powerhouse Transmission Easement as of the date of this Deed Indenture and shown on the Project Plans. If FPL desires to cross the Corridor other than on foot in locations other than established roads, ways, and parking areas, FPL shall be required to obtain the prior written consent of CMP. FPL covenants and agrees with CMP that any activities undertaken by FPL in the area burdened by CMP's Powerhouse Transmission Easement shall be undertaken in such a manner as will minimize impact on CMP's facilities for transmission and distribution. FPL will not place any material on or remove any material from the area burdened by CMP's Powerhouse Transmission Easement without prior written notice to and written consent from CMP. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

CMP agrees that the exercise of its rights under CMP's Powerhouse Transmission Easement shall not prevent adequate access by FPL to or materially interfere with FPL's continuing use, operation or maintenance (consistent with CMP's historical use, operation and maintenance thereof) of the Granted Premises affected thereby.

FPL shall have the right to construct, install, maintain, repair, rebuild, replace, operate, patrol and remove the existing Canoe Portage (hereinafter, the "Canoe Portage") over and across the area burdened by CMP's Powerhouse Transmission Easement. CMP shall have the right to relocate from time to time the Canoe Portage at its sole cost and expense. Any such relocation may be done only after at least 90 days prior written notice to FPL except only reasonable notice is required in exigent situations. Any such relocation shall be undertaken in such a manner and at such time so as to minimize the disruption of canoe portaging across and within the Retained Land of CMP and shall not

materially impair the utility of this easement to FPL existing at the time of said relocation.

Also reserving to CMP, its successors and assigns, CMP's Personal Property that constitutes Transmission Line Sections 63, 66, 83, 215 and 222, situated as defined in relevant part on said Central Maine Power Company Drawings No. 302-301, No. 329-301, No. 580-101, No. 676-101 and No. 574-222-31, including without limitation all related cables, wires, lines, circuit breakers, communications equipment, support structures, poles, towers, pipes, ducts, ductbanks, conduits, manholes, handholes, riser poles, anchors, guys, braces, fittings, crossarms, and foundations, (excluding buildings and generation-asset-related structures included in the description of the Granted Premises) equipment and appurtenances.

In the event CMP proposes to erect, bury, construct, or install one or more natural gas pipelines (as defined in 49 C.F.R. Ch.1 §192.3) within the area burdened by CMP's Powerhouse Transmission Easement, and such pipeline(s) is intended to transport natural gas under pressure exceeding 300 PSI or has an inside diameter of more than 12 inches (hereinafter, the "Gas Line"), CMP shall provide FPL with at least ninety (90) days prior written notice thereof and such notice shall include the proposed location of the Gas Line (hereinafter, the "Proposed Location"). If the Proposed Location raises reasonable safety or operational concerns with respect to FPL's then current or reasonably foreseeable future operations, FPL may propose an alternative location for the Gas Line (hereinafter, the "Alternative Location") by providing CMP with written notice thereof within forty-five (45) days of receiving notice of the Gas Line from CMP. The Gas Line shall be located in the Alternative Location if the Alternative Location is (i) functionally equivalent to the Proposed Location, (ii) located within the area burdened by CMP's Powerhouse Transmission Easement or on land of FPL which is in a reasonable proximity of the area burdened by CMP's Powerhouse Transmission Easement, and (iii) alleviates FPL's safety and operational concerns which give rise to the Alternative Location. CMP shall be responsible for the additional costs, if any, associated with locating the Gas Line in the Alternative Location rather than the Proposed Location. After the construction of the Gas Line has commenced, FPL shall have the right to require CMP to have the Gas Line relocated from time to time at FPL's sole cost and expense, including without limitation the cost of land acquisition and permitting costs. Any such relocation may be done only after reasonable prior written notice to CMP and shall be undertaken in such a manner and at such time as will minimize the disruption of use of the Gas Line. The relocation of the Gas Line when completed will not materially impair the rights of CMP reserved in this Deed Indenture or CMP's operations and shall not materially impair the utility of CMP's Powerhouse Transmission Easement existing at the time of said relocation.

Easement Two: Utility Easement

The perpetual right and easement to erect, bury, maintain, rebuild, respace, repair, replace, operate, patrol and do all other actions involving telecommunications, SCADA,

revenue metering, protection systems, and electric and communication distribution equipment and facilities consisting of poles, wires, and cables, together with all necessary fixtures and appurtenances, across and under the surface of the land which is included in the definition of the Granted Premises, including use of FPI's support structures, ducts, cable trays and appurtenances where necessary or convenient (hereinafter, CMP's "Utility Easement"), in the Towns of Pleasant Ridge, Moscow, Caratunk, Concord and Bingham, and in the Township of Carrying Place, all in Somerset County, Maine more particularly described as follows:

1. Substantially the area where the Station Service Distribution Line running from CMP's Substation Yard to the Powerhouse (as hereinafter defined) is currently located.
2. Substantially the area where overhead or underground fiber optic cable running from Route 201 to CMP's Substation Yard and to the Powerhouse is currently located.
3. Substantially the area where distribution line Circuit 8721D1 is currently located.
4. Substantially the area where distribution lines running to leased buildings on the Granted Premises are currently located.
5. Substantially the area where distribution lines for service along Route 201 are currently located.
6. Excluding de-energized lines which are no longer used or useful for CMP's purposes, substantially the area where any overhead or underground distribution lines of CMP not described above are currently located.

Also, in addition to the Access Ways Easement, the perpetual, non-exclusive right and easement for access to the area burdened by CMP's Utility Easement across the Granted Premises as may be reasonably necessary. Also the perpetual right and easement to excavate the area burdened by CMP's Utility Easement as CMP deems necessary or useful in the exercise of the above-described rights, provided, however, CMP will promptly restore the surface to substantially the previously existing condition.

The rights reserved herein include the right to restrict the construction of buildings, structures and improvements within 15 feet of the centerline of CMP's above ground equipment and facilities and within 8 feet of the centerline of CMP's underground equipment and facilities, provided, however, such widths may be reduced with CMP's prior written consent and such widths shall not apply within existing buildings; the right to keep the surface of the ground above CMP's underground cables and other electrical equipment free from structures, improvements and growth which, in the reasonable judgment of CMP, may interfere with the proper operation or maintenance of said underground cables; and the right to enter upon the land or rights of FPL for any and all of the foregoing purposes. Notwithstanding the foregoing, CMP agrees that the maintenance, repair and replacement of buildings, structures and improvements to the extent currently existing and substantially as currently located at the date of this Deed Indenture shall not be prohibited under this paragraph. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

CMP agrees that the exercise of its rights under CMP's Utility Easement shall not prevent adequate access by FPL to or materially interfere with FPL's continuing use, operation or maintenance (consistent with CMP's historical use, operation and maintenance thereof) of the Granted Premises affected thereby.

Also reserving to CMP, its successors and assigns, CMP's Personal Property that constitutes the distribution lines and facilities as described above, including without limitation all related cables, wires, lines, circuit breakers, communications equipment, support structures, poles, towers, pipes, ducts, ductbanks, conduits, manholes, handholds, riser poles, anchors, guys, braces, fittings, crossarms, and foundations, (excluding buildings and generation-asset-related structures included in the description of the Granted Premises) equipment and appurtenances.

Easement Three: Vegetation Control

The perpetual right and easement, at any time or times, to cut and remove all trees and to clear and keep clear the area burdened by CMP's Powerhouse Transmission Easement and CMP's Utility Easement of all trees, timber, and bushes growing thereon, by such means as CMP may select, including without limitation the lawful use of herbicides.

Also the perpetual right and easement at any and all times to enter the Granted Premises for the purpose of cutting or trimming and removing such tall tree or trees growing outside the limits of CMP's Reserved Easements or the Retained Land of CMP, as in falling would in the judgment of CMP interfere with or endanger the operation and maintenance of any lines or wires constructed on CMP's Reserved Easements or the Retained Land of CMP.

Easement Four: Powerhouse Easement

The perpetual, non-exclusive right and easement for access to and use of the building located on the Granted Premises and designated "Powerhouse" on Sheet 2 of the Project Plans (hereinafter, the "Powerhouse") to install, erect, construct, maintain, repair, rebuild, replace, operate, patrol and remove CMP's switches, relays, relay panels, protective relay systems, batteries, meters, wires, cables, fiber optic cables, other telecommunications, SCADA, RTU, and other equipment and appurtenances with sufficient support structures, for energy transmission, distribution, control and communications purposes together with all necessary equipment and appurtenances, including use of FPL's support structures, ducts, cable trays and appurtenances where necessary or convenient, and to use the bathrooms, all in accordance with the CSI Agreement. FPL shall maintain the Powerhouse in good repair and condition.

CMP shall have the use of the elevator(s) and FPL's batteries, battery chargers, DC panels, breakers, enclosures, switches and other related equipment and appurtenances (hereinafter, the "Battery Systems") located in the Powerhouse. The elevator(s) and the Battery Systems shall be maintained in good repair and condition by FPL. Shared use of the elevator(s) and the Battery Systems shall be in accordance with the CSI Agreement.

CMP and FPL agree that the Powerhouse shall be secured to restrict access, provided that CMP shall have sufficient access by foot and by vehicle for maintenance, repair and replacement of the facilities located therein. FPL's security facilities (such as fences, gates, doors and locks) situated on the Granted Premises shall be maintained by FPL in good repair and condition.

Also reserving to CMP, its successors and assigns, CMP's Personal Property together with the support structures (excluding buildings and generation-asset-related structures included in the description of the Granted Premises) and appurtenances thereto located on, under or in the Powerhouse.

Easement Five: Access Ways Easement

A perpetual, non-exclusive right and easement, subject to the provisions hereof, for ingress and egress by CMP and its employees, agents, contractors, lessees and invitees over, across and through all roadways, alleyways, driveways, entranceways, and other travel ways located on the Granted Premises (hereinafter, collectively, the "Access Ways"), together with the use jointly with FPL of all appurtenant rights of access to the Granted Premises. Subject to the limitations set forth herein, such easement (hereinafter, the "Access Ways Easement") shall be for the purpose of providing access on foot and with any vehicles and equipment to and from all public roads on and over established roadways that may exist from time to time to and across the Granted Premises and to provide access within the Granted Premises to and among CMP's Reserved Easements and the Retained Land of CMP. Without limiting the generality of the foregoing, the Access Ways Easement shall include access to and non-exclusive use, for the benefit of the Retained Land of CMP and/or CMP's Reserved Easements, of all parking areas from time to time located on the Granted Premises. Without limiting the generality of the foregoing, the Access Ways Easement shall include the right from time to time to park and operate (but not store) a mobile substation vehicle and necessary fencing, grounding, blocking and other appurtenances for reasonable time periods on the Granted Premises in the vicinity of CMP's Substation Yard whether or not on a designated parking area. The Access Ways Easement shall provide free access over and across the established roadways and parking areas on the Granted Premises subject only to any restrictions agreed upon by CMP and FPL and subject to reasonable rules and regulations that FPL may impose, provided that such rules and regulations are applied uniformly and fairly to all users of the Access Ways, including each of CMP's and FPL's own employees, agents, contractors, lessees and invitees.

FPL shall have the right to relocate from time to time the Access Ways at its sole cost and expense. Any such relocation may be done only after at least 90 days prior written notice to CMP, except that only reasonable notice is required in exigent situations. Any such relocation shall be undertaken in such a manner and at such time as will minimize the disruption of traffic flow across and within the Granted Premises. The relocation of the Access Ways when completed will not materially impair the rights of CMP reserved herein or CMP's operations and shall not materially impair the utility of this easement to CMP existing at the time of said relocation.

FPL shall be responsible, at its sole cost and expense, for the repair and maintenance, including snow removal as necessary, of the Access Ways to the extent of FPL's use thereof. Notwithstanding the foregoing, FPL shall be responsible, at its sole cost and expense, for the repair and maintenance, including snow removal as necessary, of Station Road to Wyman Dam. CMP shall have the right but not the obligation to repair and maintain the Access Ways.

Easement Six: Stormwater Drainage

A perpetual, non-exclusive right and easement for stormwater runoff from CMP's Reserved Easements and the Retained Land of CMP, including CMP's Substation Yard through the Granted Premises.

Easement Seven: Inter tie and Revenue Meter Easement

For the purpose of enabling CMP to carry out its rights and obligations under the CSI Agreement, the perpetual, non-exclusive right and easement for access to and inspection of FPL's Inter tie Equipment, the Dispatch Points of Demarcation, the Points of Interconnection, and the Interconnection Facilities, all as defined in the CSI Agreement and the Exhibits and Schedules thereto, and associated equipment and improvements thereon on the Granted Premises (hereinafter, collectively, the "Inter tie Facilities"). Also the perpetual, non-exclusive right and easement for access to operate, maintain, repair, replace, remove and upgrade CMP's revenue meters and associated equipment (hereinafter, the "Revenue Meters"). Such easements (hereinafter, the "Inter tie and Revenue Meter Easement") apply wherever the Inter tie Facilities or Revenue Meters are located on, under or in the Granted Premises, including without limitation the powerhouses and substations thereon.

CMP and FPL agree that the Inter tie Facilities shall be secured to restrict access, provided that CMP shall have sufficient access by foot and by vehicle for the Inter tie and Revenue Meter Easement. All security facilities for the Inter tie Facilities shall be maintained by FPL in good repair and condition.

Easement Eight: Reservoir Access Easements

A perpetual right and easement for CMP, its successors and assigns, and its employees, agents, contractors, lessees and invitees to the Reservoir Access Easement Area (as hereafter defined) to draw water for domestic use and for purposes of vehicular and pedestrian access and for purposes of seasonal boat storage (by pulling boats up on the shore), docking, and/or mooring, and the installation, retention, maintenance, operation, repair, and modification of a non-commercial dock or docks with appurtenances and foundations, provided any such activities comply with applicable laws. The term "Reservoir Access Easement Area" as used in this Deed Indenture shall mean those portions of the shore of the Kennebec River Reservoir (being the reservoir created by Wyman Dam, so called) and the Kennebec River located on the Granted Premises which lie between the portions of the Project Boundary that adjoin the Retained Land of CMP identified as Bingham Parcel 1, Pleasant Ridge Parcel 1 from Point O on the Project Plans to the north, Carrying Place Parcels 1, 5, 7-1, and 7-2, and over Caratunk Parcel lots 8 and 8 benefiting land conveyed to CMP pursuant to deeds from William Hutchins dated May 14, 1937 and from Annie L. Savage dated January 2, 1912, such deeds being recorded at the Somerset County Registry of Deeds in Book 442, Page

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91 and Book 329, Page 320, respectively (hereinafter collectively the "Reservoir
Parcels") and the Kennebec River Reservoir and between the portions of the Project
Boundary that adjoin the Reservoir Parcels and the Kennebec River on the Granted
Premises. CMP agrees that FPL shall have the right in its sole discretion to raise (to the
extent of the flowage and other rights granted to FPL in Exhibit A, Parcel One,
paragraphs A and B of this Deed Indenture) or lower the waters of the Kennebec River
Reservoir such that the Reservoir Access Easement Area is either flowed or dry, it being
understood, however, that the Reservoir Access Easement Area is intended to cover
whatever land is reasonably necessary for access from the Reservoir Parcels to the
Kennebec River Reservoir and the Kennebec River.

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Exhibit C

CMP's Substation Yard

**Wyman Hydro Project
Somerset County**

A certain lot or parcel of land with the improvements and fixtures thereon situated in the Town Moscow in Somerset County, Maine, bounded and described as follows:

The shaded area designated as "S/S" and "Fee Retained by CMP for Substation Yard" on Detail "A" on Sheet 2 of the Project Plans.

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Margaret P. Kelly
REGISTER