

Easement

This easement is made by **Helen Industries**, a Maine Corporation with a place of business at Canton, Maine (“GRANTOR”), the owner of certain lots or parcels of land situated in the town of Canton, Maine as further described in deeds recorded in Book 1767, Page 317, and Book 2207, Page 220 in the Oxford (East) County Registry of Deeds, and as more particularly depicted in **Exhibit A** attached hereto (hereinafter referred to as the “THE PROPERTY”) and **Canton Mountain Wind, LLC**, a Massachusetts limited liability company having a mailing address at 549 South Street, Quincy, MA 02169 (“GRANTEE”).

Whereas, GRANTEE plans to construct and operate a wind power project, including wind turbine generators and towers and related equipment, facilities, infrastructure and substructures (hereinafter referred to as the “Wind Power Project”), on lands adjacent to and including THE PROPERTY, a portion of which lands are described in the same deeds referenced above which is leased by GRANTEE from GRANTOR under a certain Wind Energy Lease dated October, 15th 2012 (the “LEASE”), a memorandum of which is recorded in said Registry in Book 4591, at Page 144, which is contemplated to be the site of improvements that will form a portion of the Wind Power Project (said portion of GRANTOR’s land being described in the LEASE as the “Premises” or the “Leased Premises” and herein referred to as the “Premises”); and

Whereas, GRANTOR acknowledges that the Wind Power Project will have one wind turbine generator located on the Premises that will be within 750 feet of the boundaries of THE PROPERTY, and the State of Maine Department of Environmental Protection (“Maine DEP”) requires a setback distance of at least 1.5 times the maximum turbine blade height from any turbine that is part of the Wind Power Project on the Leased Premises and the boundary of THE PROPERTY, being in this instance up to 722 feet, as a safety or strike-zone setback (the “Setback Distance”), or an easement from the affected abutting property owner, being GRANTOR herein, to permit the location of the turbine within the Setback Distance; and

Whereas, the Wind Power Project will emit sound, possibly at levels that may exceed applicable state or local maximum sound level limits, and may cast shadows onto or produce a shadow and/or flicker effect on THE PROPERTY;

Now, therefore, for good and valuable consideration received, GRANTOR hereby grants, with quitclaim covenant, an easement to GRANTEE for: (a) the right to place one turbine nearer than 1.5 times the maximum blade turbine height (*i.e.*, the Setback Distance) from the boundary of THE PROPERTY, (b) the right to cast shadows or shadow flicker from the Wind Power Project onto THE PROPERTY, (c) the right to have sound generated from the wind turbine

generators impact THE PROPERTY and exceed otherwise applicable state or local maximum sound level at the boundary of THE PROPERTY.

GRANTOR further covenants and agrees to not build any structure on the PROPERTY within Setback Distance of the wind turbine(s) and authorizes GRANTEE to restrict access to the area within the Setback Distance from time to time as may be necessary in connection with the safe operation of the Wind Power Project. GRANTOR further acknowledges and consents to any safety risk related to the Wind Power Project's (or any portion thereof) proximity to the PROPERTY, including risk related to such Project and/or improvements being located a distance that is less than the Setback Distance, and GRANTOR expressly releases and forever discharges the GRANTEE and any owner, lessor or lessee of adjacent land upon which Wind Power Project improvements are located from any action, claim, suit or proceeding in equity, law and/or administrative proceeding that the GRANTOR may now have or may have in the future against the GRANTEE or any such landowner, lessor or lessee, now or in the future with respect to the utilization from time to time of any setback that is less than the Setback Distance (and any successor setback recommendations or requirements), including any such actions, claims, suits or proceedings arising from or relating to setbacks that otherwise may be enforceable under then-applicable zoning, planning or other federal, state or local permitting requirements or other authorizations. GRANTEE shall indemnify and hold GRANTOR harmless from any third-party action, claim, suit or proceeding in equity, law and/or administrative proceeding that may arise in the future against GRANTOR with respect to the GRANTEE's utilization from time to time of any setback that is less than the Setback Distance (and any successor setback recommendations or requirements), including any such actions, claims, suits or proceedings arising from or relating to setbacks that otherwise may be enforceable under then-applicable zoning, planning or other federal, state or local permitting requirements or other authorizations.

This easement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the parties hereto. The burden of the easement hereby granted shall run with THE PROPERTY for the duration of the Lease. The benefit of the easement hereby granted shall initially be appurtenant to the GRANTEE's interest in the Lease, but shall further be transferable in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by GRANTEE, it being the intent of the parties that such benefit may be transferred to any successors or assignees of GRANTEE that own or operate the Wind Power Project, as it may be modified, divided or expanded, provided however that nothing herein shall extend the duration of the easement rights granted herein beyond the termination of the Lease. It is the express intent of the parties hereto that the Lease and the Easement interest created hereunder shall be coterminous and this Easement shall automatically expire without further notice or agreement upon the expiration six months after termination of the Lease, unless the Lease shall be subject to novation, renewal or reinstatement during that time. GRANTOR

may record an affidavit under oath stating such facts as are necessary to evidence the termination of the Lease at any time after said six month period has expired to evidence the expiration and release of this Easement.

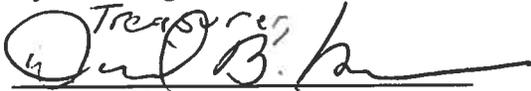
The benefit of the easement hereby granted may be enforced by GRANTEE, its successors and assigns, by any appropriate legal or equitable remedy. In the event that GRANTEE, its successors or assigns, shall bring an action against GRANTOR, its successors or assigns, by reason of a breach or violation of this Easement by GRANTOR, its successors and assigns, the substantially prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and court costs incurred in such action from the substantially non-prevailing party.

(Signatures on next page)

Grantor

Helen Industries

By Its ~~Manager~~ ^{Treasurer} David Isaacson



Date: 5/11/12

Address:

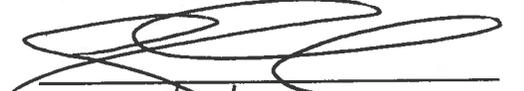
150 Appleton Street #4D

Boston, MA 02116

Grantee

Saddleback Ridge Wind, LLC

By Its Manager, Jay M. Cashman



Date: 5/21/12

Address:

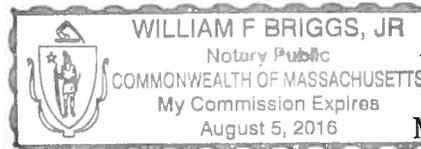
549 South Street

Quincy, MA 02169

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

On this 11 day of MAY, 2012, before me, the undersigned notary public, personally appeared David Isaacson, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

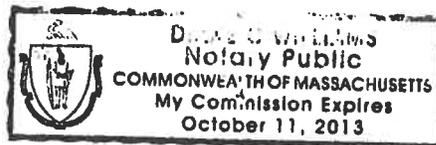



Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

On this 21 day of May, 2012, before me, the undersigned notary public, personally appeared Jay M. Cashman as manager of Saddleback Ridge Wind, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as manager of said [corporation].




Notary Public
My Commission Expires: 10/11/2013

Exhibit A

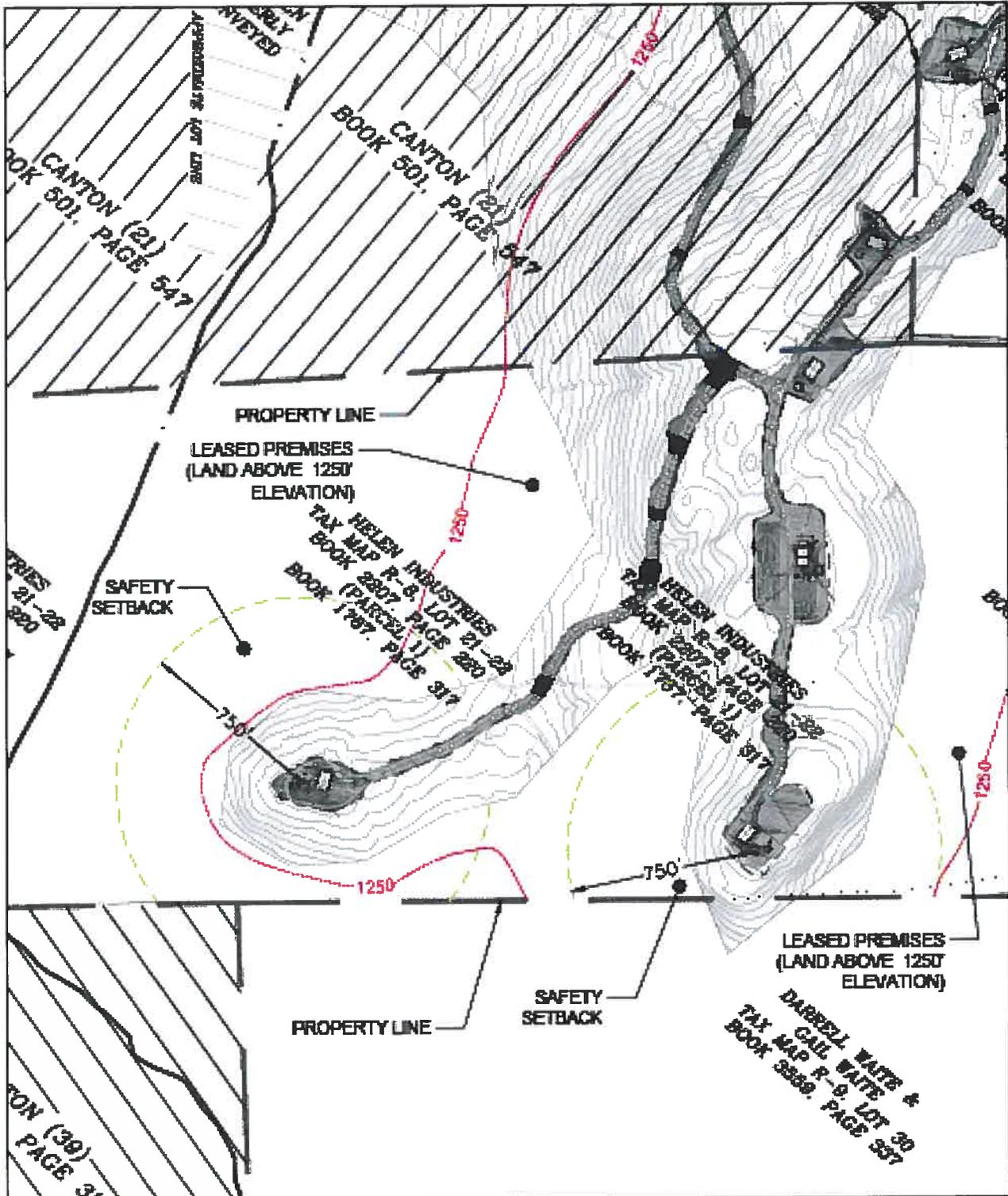


EXHIBIT A



CANTON MOUNTAIN WIND PROJECT
CANTON, ME