

OPTION TO ACQUIRE EASEMENT

This Agreement is dated OCTOBER 12, 2010, by and among **BAYROOT LLC** (the “**GRANTOR**”), a Delaware limited liability company whose address is c/o Wagner Forest Management, Ltd., its Manager, 150 Orford Road, Lyme, NH 03768, and **PATRIOT RENEWABLES, LLC**, a Massachusetts limited liability company with a mailing address at 549 South Street, Quincy, MA 02169 (the “**GRANTEE**”).

In consideration of a payment of _____ (the “Option Consideration”) and the covenants, conditions and obligations to be observed and performed by **GRANTEE** set forth in this agreement, **GRANTOR** and **GRANTEE** agree as follows:

1. **GRANT OF OPTION.** **GRANTOR** hereby grants to **GRANTEE** an option (the “Option”), for the period and upon and subject to the terms and conditions contained in this Agreement, to acquire an easement over and across a portion of Grantor’s lands in Canton, Maine, described in the deed recorded in Book 3428, Page 28 of the Oxford County (East) Registry of Deeds, generally set forth on **Exhibit A** for the purpose of preparing, laying, constructing, maintaining, operating, altering, improving, and repairing one or more transmission lines in a single transmission corridor providing service from one or more Wind Energy Facilities to the designated point of interconnection to a public utility (the “Transmission Corridor Easement” or “Easement”). The term “Wind Energy Facility” shall mean a single permitted wind energy project on land owned or controlled by **GRANTEE** in Carthage, Canton, or Dixfield, Maine, except as provided elsewhere herein and subject to the further terms and conditions set forth below.

Land owned by **GRANTOR** to be encumbered by the Easement contemplated herein and as identified on the attached **Exhibit A** (hereinafter referred to as "Encumbered Lands") shall be contained within a corridor of land not to exceed one hundred (100) feet in width. Exhibit A depicts two proposed corridors, namely Transmission Route A and Transmission Route B.

At the time of exercise, if any, as provided in Section 4 below, **GRANTEE** shall designate a) which of the two corridors will constitute the Encumbered Lands over which the Transmission Corridor Easement will be located and b) which one of its Wind Energy Facilities shall be served by the Transmission Corridor Easement.

Except as otherwise specifically set forth in this Agreement or as agreed to by the parties, conveyance of the Easement on exercise of the Option shall be on substantially the terms and conditions set forth in the form of easement attached as **Exhibit B** to this Agreement permitting **GRANTEE** to construct, install, access and operate the Transmission Corridor Easement on and across the Encumbered Lands on the terms and conditions set forth therein. The parties anticipate that the location of centerline of the Encumbered Lands will be located within either Transmission Route A or Transmission Route B as depicted on Exhibit A, but the parties hereby

acknowledge that the Easement may be relocated if required by the Maine Department of Environmental Protection or engineering requirements, as reasonably determined by GRANTEE, provided that any such relocation must be designated by GRANTEE prior to conveyance of the Easement and further provided that any such relocation must be reasonably acceptable to GRANTOR.

The location of the Easement contemplated herein shall be depicted on survey plans and by metes and bounds descriptions prepared by GRANTEE and reasonably acceptable to GRANTOR. Such survey plans and descriptions shall be provided by GRANTEE to GRANTOR not later than the delivery of the Exercise Notice as defined below.

2. OPTION TERM. The term of the Option shall be for a period commencing on the Effective Date and expiring on 11:59 p.m. EST on December 31, 2014 (the "Option Term"). If GRANTEE fails to exercise the Option within the Option Term, which exercise shall be by written notice in the manner set forth hereafter, GRANTEE's right in the option shall be null, void, and of no further force and effect, and this Agreement shall expire.

3. EASEMENT ACQUISITION PRICE(S). At Closing, GRANTEE agrees to pay to the GRANTOR the "Initial Easement Acquisition Price" for the Transmission Corridor Easement. The Initial Easement Acquisition Price for Transmission Route A is _____ for Transmission Route B is _____. In consideration of this Initial Easement Acquisition Price GRANTOR shall grant GRANTEE the Transmission Corridor Easement, which Transmission Corridor Easement shall serve one Wind Energy Facility.

At any time after Closing but within fifteen (15) years from the date of the Transmission Corridor Easement, GRANTEE may elect at GRANTEE's sole option to use the Transmission Corridor Easement for up to two additional Wind Energy Facilities. Notice of such election shall be given to GRANTOR as provided herein within such fifteen (15) year period and such notice shall designate which of GRANTEE's Wind Energy Facilities shall be served by the Transmission Corridor Easement. In consideration for such option, GRANTEE shall pay to GRANTOR within thirty (30) days of exercise of the option, a total "Easement Addition Price" of \$_____ ("Base Easement Addition Price") adjusted by the change in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted, All Items, Base Period 1982-84 =100 ("CPI-U"), as published by the U.S. Department of Labor Bureau of Labor Statistics, between the then most recently available monthly CPI-U and the CPI-U as of the month of the effective date of this Agreement. For example, for November 2005 the CPI-U was 197.6 and for June 2004 CPI-U was 194.5, for an increase of 3.1. If these were the applicable index figures, the adjustment to the Base Easement Addition Price would be calculated as 3.1 divided by 194.5, expressed as a percent and rounded to the nearest thousandth, or 1.594%. (If the CPI-U should no longer be published by the U.S. Department of Labor Bureau of Labor Statistics, the most comparable index then so published U.S. Department of Labor Bureau of Labor Statistics shall be substituted for it, and such substitute index shall then used in accordance with any then suggestions of the U.S. Department of Labor Bureau of Labor Statistics for using such substitute index).

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Upon payment of the Easement Addition Price, GRANTOR shall deliver to GRANTEE the Transmission Corridor Easement Amendment contemplated in Exhibit D. The Transmission Corridor Easement shall not apply to any additional Wind Energy Facilities of GRANTEE until payment of the Easement Addition Price by GRANTEE and delivery of the Transmission Corridor Easement Amendment by GRANTOR.

All amounts due to GRANTOR hereunder shall be disbursed and payable in accordance with written instructions from GRANTOR.

GRANTOR acknowledges and agrees that the sums payable to it under this Paragraph shall, except as otherwise provided in this Agreement or the Easement, constitute full payment for (i) GRANTEE's normal and customary use of the roads and areas as permitted by the Transmission Corridor Easement, and ordinary wear and tear associated therewith, up to and including the date of the grant of the Transmission Corridor Easement, and (ii) the Transmission Corridor Easement, provided, however, that GRANTEE shall remain liable to GRANTOR and others for maintenance and repairs to such roads and areas or other land or property, other than ordinary wear and tear, caused by such use by GRANTEE. The Parties acknowledge that GRANTOR's receipt of the Easement Acquisition Price shall be in consideration of GRANTOR's performance of all of its obligations hereunder, including delivery of the Transmission Corridor Easement to GRANTEE. Notwithstanding anything to the contrary herein, GRANTEE shall be responsible for any penalties arising from withdrawal of any portion of the Encumbered Lands or any other lands of GRANTOR classified under the Maine Tree Growth Tax Law or any similar tax classification arising from this Option Agreement, any clearing contemplated herein, any request by GRANTOR that such properties be removed as provided below, or the terms and conditions of the Transmission Corridor Easement. This obligation shall survive termination of this Agreement. Promptly upon GRANTOR's receipt of GRANTEE's Exercise Notice (as that term is defined below), GRANTOR shall request that the municipality withdraw from such classification any portion of the Transmission Corridor Easement that is classified under the Maine Tree Growth Tax Law or any similar tax classification. The Parties further acknowledge that at Closing (as defined herein), GRANTEE must withhold from the total consideration paid for the Easement the amount required pursuant to 36 M.R.S.A. §5250-A, unless GRANTOR provides prior to Closing an exemption or reduction certificate from the State of Maine.

The provisions of this Section shall survive the Closing contemplated herein.

4. **OPTION EXERCISE.** The Option shall be exercised by delivering written notice from GRANTEE to GRANTOR before the expiration of the Option Term ("Exercise Notice"). The Exercise Notice shall a) designate which of the two proposed corridors (Transmission Route A or Transmission Route B) will constitute the Encumbered Lands over which the Transmission Corridor Easement will be located, b) which one of its Wind Energy Facilities shall be served by the Transmission Corridor Easement and c) affirmatively state that the GRANTEE exercises the Option without condition or qualification. Upon delivery of the Exercise Notice, GRANTEE shall become obligated to acquire and GRANTOR shall become obligated to grant the Easement

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pursuant to the terms of this Agreement and the Transmission Corridor Easement, provided, however, that the Parties' obligations hereunder are contingent upon consent by the holder of the existing mortgage encumbering the Encumbered Lands. Within thirty (30) business days after exercise of the Option, GRANTEE shall pay to GRANTOR the Easement Acquisition Price, in immediately available funds, and the parties shall execute and deliver the Transmission Corridor Easement at a closing (the "Closing") at a location in the State of Maine designated by GRANTOR.

5. OPTION CONSIDERATION. The foregoing Option Consideration shall be nonrefundable and shall not be credited against any amounts due from GRANTEE hereunder.

6. AUTHORITY. The persons executing this Agreement hereby warrant and represent that they each have the authority to bind their respective corporations to its terms, have been duly authorized by their respective corporations to do so, and have full corporate authority to perform the obligations contemplated by this Agreement. Each party shall, upon request of the other party, provide such other evidence of authority as may be reasonably required by the requesting party.

7. RIGHT OF ENTRY. During the term of this Agreement, GRANTEE and its contractors and agents shall have the right to enter the Encumbered Lands, upon three (3) business days' prior written notice, for the purposes of inspection, survey work, engineering tests, and/or other testing. GRANTEE agrees to indemnify and hold harmless GRANTOR from any and all liability, costs, harm, damages, expenses and claims incurred by or made against GRANTOR for injury to person(s) or damage to property resulting from the exercise by or on behalf of GRANTEE of such right of entry. If GRANTEE does not exercise the Option hereunder and acquire the Easement, GRANTEE further agrees to repair any and all damage to the Encumbered Lands caused by such entry. GRANTEE shall make such repairs in a timely manner and, upon completion of the same, shall provide written notice to GRANTOR of the nature of such repairs and that such repairs have been completed. As soon as is reasonably practicable after receiving the notice from GRANTEE and provided conditions (including but not limited to weather, mud and snow conditions) permit, GRANTOR shall inspect the repairs and render in writing whether the repairs have been completed satisfactorily. If GRANTOR believes additional work is required, GRANTOR shall provide written notice to GRANTEE as soon as is reasonably practicable after such inspection stating specifically what additional repairs need to be done and GRANTEE shall complete such additional repairs as soon thereafter as is reasonably practicable. Notwithstanding the foregoing, in the event further damage arises within two years from such completion of repairs and additional repairs, if any, the obligations and provisions of this section shall apply to such damage. At all times during, and upon the completion of, such inspections, survey work, engineering tests, and/or other testing hereunder, GRANTEE shall undertake appropriate measures to prevent the sedimentation of water courses and soil erosion. In the event of a dispute between the parties as to any repairs required hereunder and if the parties cannot resolve the dispute through unassisted consultation between themselves, the parties may pursue remedies available at law and in equity. The obligations of this section shall survive termination of this Agreement.

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8. MEMORANDUM OF OPTION. Recording of this Agreement is prohibited except as allowed in this paragraph. GRANTOR has previously executed and delivered to GRANTEE a memorandum of option substantially in the form of **Exhibit C**.

9. MISCELLANEOUS.

(a) Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both GRANTEE and GRANTOR. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. For purposes of this Agreement, a facsimile signature shall be deemed an original.

(b) Notice. 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 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.: (i) if to GRANTOR: Bayroot LLC, c/o Wagner Forest Management, Ltd., Attn: Thomas J. Colgan, P.O. Box 160, 150 Orford Road, Lyme, New Hampshire 03768; and (ii) if GRANTEE: Patriot Renewables, LLC, 549 South Street, Quincy, MA 02169. GRANTEE, its successors and assigns, shall keep GRANTOR advised of its current mailing address and the representative of GRANTEE who will handle inquiries and notifications.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to conflicts of law principles.

(d) Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement. GRANTEE may not assign this Agreement without the prior written consent of GRANTOR, which consent shall not be unreasonably withheld, and further GRANTEE may only assign this Agreement in its entirety to an entity which owns or controls the land in Carthage, Canton or Dixfield, Maine on which a Wind Energy Facility is located. Further, following any exercise of this Option, Grantee may designate a nominee to receive the grant of easement rights at closing, provided, however, that any and all easements granted pursuant to this Agreement shall be held, at all times, by the same entity.

(e) Time. Time is of the essence under this Agreement.

(f) Headings. The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

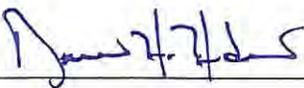
(g) Cost of this Agreement. Any cost and/or fees incurred by the GRANTEE or GRANTOR in preparing and executing this Agreement shall be borne by the respective party incurring such cost and/or fee, other than as provided herein.

(h) Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between GRANTOR and GRANTEE and supersedes all prior discussions and agreements whether written or oral between GRANTOR and GRANTEE with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between GRANTOR and GRANTEE with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both GRANTOR and GRANTEE with the formalities hereof.

(i) Default and Remedies. In the event that GRANTOR fails to close hereunder for a reason other than the default of GRANTEE, then GRANTEE shall have as its sole and exclusive remedy the remedy of specific performance. In the event that GRANTEE defaults in the performance of its obligations hereunder after exercise of this Option, the Option Consideration shall be deemed full and complete liquidated damages in lieu of any other legal or equitable remedy, in which case this agreement will terminate and neither party will be under any further obligation hereunder. If any legal action is brought by either party to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' and paralegals' fees and court costs in such amounts as shall be allowed by the court.

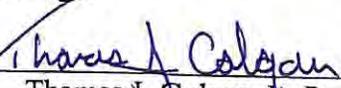
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of OCTOBER 12, 2010.

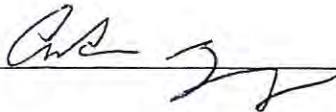
Witness:



BAYROOT, LLC

By: Wagner Forest Management, Ltd.
Its: Manager

By: 
Thomas J. Colgan, Its President



PATRIOT RENEWABLES, LLC

By: Jay M. Cashman, Manager



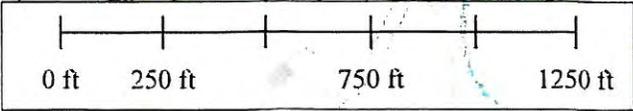
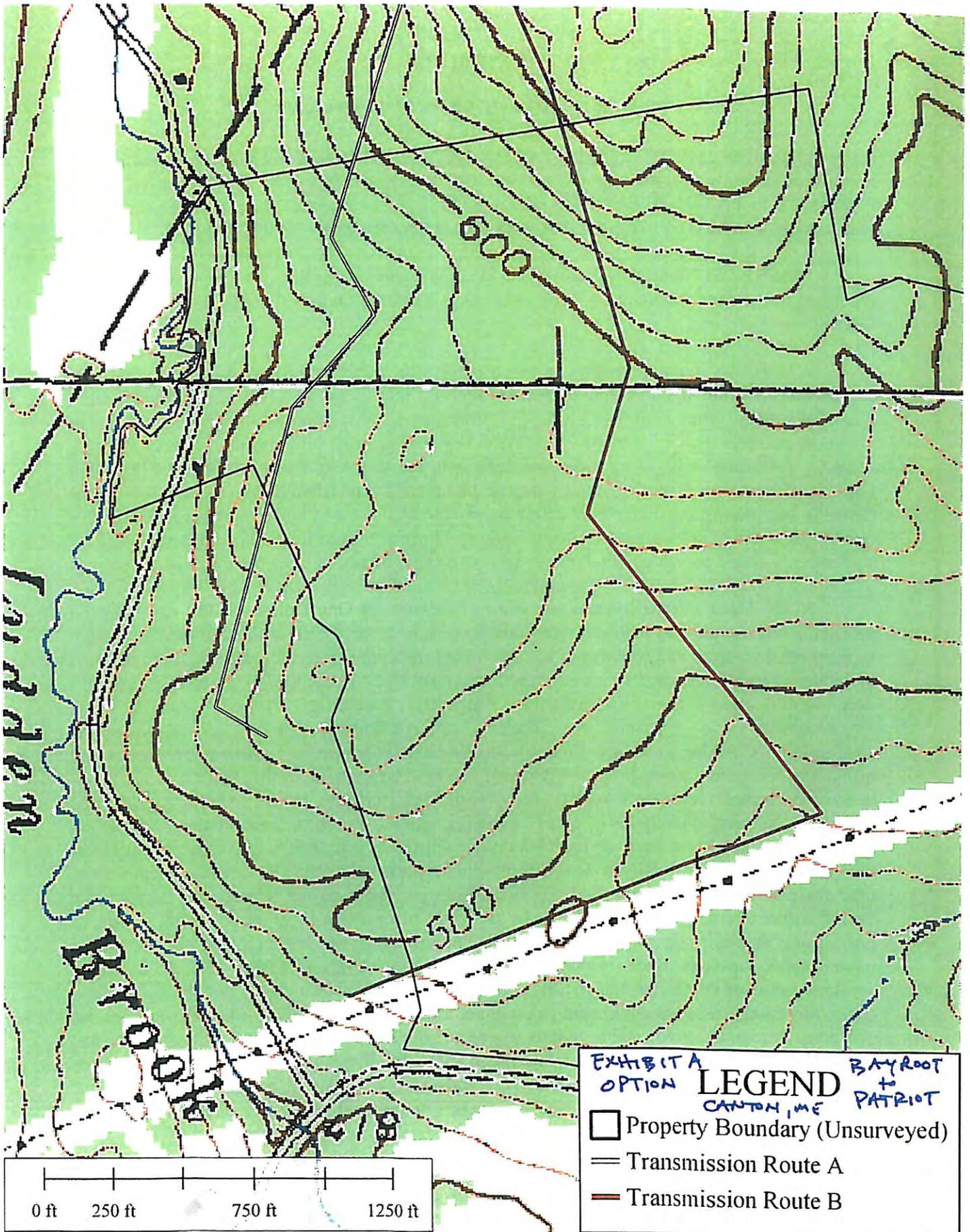


EXHIBIT A
OPTION

LEGEND
CANTON, ME

BAYROOT
PATRIOT

- Property Boundary (Unsurveyed)
- Transmission Route A
- Transmission Route B

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EXHIBIT B

TRANSMISSION CORRIDOR EASEMENT

THIS EASEMENT is granted and conveyed by **BAYROOT LLC**, a Delaware limited liability company with a mailing address of 150 Orford Road, P.O. Box 160, Lyme NH 03768 ("Grantor"), to **PATRIOT RENEWABLES, LLC**, a Massachusetts limited liability company with a mailing address of 549 South Street, Quincy, Massachusetts 02169 ("Grantee").

WHEREAS, Grantor is the owner of certain lands in Canton, Oxford County, Maine, described in the deed recorded on Book 3428, Page 28 of the Oxford County (East) Registry of Deeds.

WHEREAS, Grantee desires to use a portion of such lands for purposes of preparing, laying, constructing, maintaining, operating, altering, improving and repairing a transmission line extending from GRANTEE's <<name>> Wind Energy Facility in <<town(s)>>, Maine (the "Wind Energy Facility") to its point of interconnection, being <<name>>, in accordance with the terms set forth below (the "Permitted Use"), which portion is more generally depicted on the Plans attached hereto as Schedule A (the "Plans") and more particularly bounded and described below, and which portion is hereinafter referred to as the "Transmission Corridor Easement Property." The term "Wind Energy Facility" shall mean a single permitted wind energy project on land owned or controlled by GRANTEE.

NOW THEREFORE, in consideration of the sum of _____ ash in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee with Quitclaim Covenant (effective as of the time of delivery hereof), a perpetual, non-exclusive easement (the "Transmission Corridor Easement") over and upon the Transmission Corridor Easement Property serving the <<name>> Wind Energy Facility, for the following purposes: To enter upon the Transmission Corridor Easement Property at any time with men and all necessary tools and machinery for the purposes described herein; to clear vegetation, including timber, 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 transmission of electricity, together with their strengthening supports, sufficient foundations and supports, all as the Grantee may from time to time reasonably require to execute the Permitted Use upon, along, across, and beneath the Transmission Corridor 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 may from time to time reasonably require to execute the Permitted Use upon, along, across, and beneath the Transmission Corridor Easement Property; the right within the Transmission Corridor Easement Property to use existing roads and to construct those new roads as the Grantee may from time to time reasonably require to provide access for such men, tools or

machinery; the right to transmit electricity over said wires, cables or apparatus at such lawful pressure and for such lawful purposes as the Grantee may from time to time reasonably require to execute the Permitted Use; the right to clear and keep the Transmission Corridor 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 Transmission Corridor Easement Property as are reasonably necessary to restrict recreational vehicles or other public access from the Transmission Corridor Easement Property, except as permitted on and across any crossings contemplated in Section 6 below.

The Transmission Corridor Easement shall be exercised within the Transmission Corridor Easement Property, being a corridor of land one hundred (100) feet in width, the centerline of which is identified by reference to those coordinates set forth at Schedule A-1 attached hereto and made a part hereof. Notwithstanding the foregoing, in the event of any conflict between the coordinates at Schedule A-1 and the final location of the transmission line as constructed within the Transmission Corridor Easement Property, the centerline of the transmission line as constructed within the Transmission Corridor Easement Property shall determine the centerline of said 100-foot-wide strip.

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 Transmission Corridor Easement Property which may, in the reasonable opinion of the Grantee interfere with or be likely to interfere with the activities permitted herein (hereinafter "Danger Trees"). Grantee will provide reasonable advance written notice to Grantor of its vegetation maintenance schedule for the Transmission Corridor Easement Property and will permit Grantor or its designee to observe such vegetation maintenance, which shall include removal of Danger Trees. Within thirty (30) days after completion of cutting or trimming activities, Grantee shall submit to Grantor a detailed statement confirming the actual location of Danger Trees affected; the species, diameter and quantity of all Danger Trees affected; the applicable stumpage values of all Danger Trees affected, which shall be based upon the applicable median stumpage price indicated in the latest annual report of the Maine Forest Service for Stumpage Prices By Maine County; and an invoice for such Danger Trees based on the foregoing. Grantor shall have twenty (20) days from receipt of said statement and invoice to review the same. Upon confirmation from Grantor that said statement and invoice are acceptable, or upon notice from Grantor setting forth reasonable adjustments to the invoice based on Grantor's review of the statement, Grantee shall have thirty (30) days after receipt of such confirmation or notice to pay Grantor the amount of the invoice, as adjusted, if applicable.

GENERAL CONDITIONS; FURTHER GRANT OF EASEMENT

It is expressly understood that the foregoing easement rights are granted to Grantee subject to the following conditions, limitations and stipulations:

1. Permitted Use. Grantor conveys the Transmission Corridor Easement to Grantee only for the Permitted Use and related uses described above and hereby expressly reserves any and all other rights to the properties encumbered hereby. No other use of any kind by Grantee of the

easement rights or the lands described herein will be permitted by Grantor nor may be authorized or permitted by Grantee. This conveyance is executed and delivered by Grantor without representation or warranty, express or implied, as to the condition of the property or property interest hereby conveyed or as to its fitness, merchantability or suitability for the use or uses permitted hereby or otherwise or as to the existence, non-existence, extent or nature of defects of any kind or character therein or thereon and whether patent or latent.

2. Additional Wind Energy Facility. On or before fifteen (15) years from the date of this instrument, Grantee may elect, at Grantee's sole option, to use the Transmission Corridor Easement for up to two additional Wind Energy Facilities of Grantee located in Carthage, Dixfield, or Canton, Maine. Notice of such election shall be given to Grantor as provided herein within such fifteen (15) year period and such notice shall designate which of Grantee's Wind Energy Facilities shall be served by the Transmission Corridor Easement. Upon receipt by Grantor of such notice and upon payment by Grantee of the Easement Addition Price as defined in the Option to Acquire Easement between Grantor and Grantee dated _____, 2010, Grantor shall deliver to Grantee a Transmission Corridor Easement Amendment, in recordable form, that identifies the additional Wind Energy Facility(ies) to be served by this Transmission Corridor Easement, subject to the terms and conditions herein as if originally made a part hereof, and further subject to the condition that the rights of Grantee, as amended, shall be exercised only within the Transmission Corridor Easement Property of one-hundred (100) foot width and shall not result in the aggregate of more than one set of transmission poles within the Transmission Corridor Easement Property.
3. Compliance with Laws. Grantee shall comply, at Grantee's expense, with all applicable permits, licenses, laws, regulations, rules and orders with respect to Grantee's exercise of the easements granted hereunder, and all related equipment, electricity, materials and improvements constructed or operated by Grantee hereunder, regardless of when they become effective. Grantee assumes the full responsibility of obtaining any and all required permits or licenses necessary for its exercise of the easements granted hereunder, and shall fully comply with all of the applicable permits, licenses, laws, rules, regulations, and requirements of any government, authority, agency, commission, or regulatory body ("governmental authority"), particularly (by way of example and not limitation) as the same may relate to protection of the environment, water, and air and the prevention of forest fires. If (a) Grantor or Grantee shall receive notice from any such government authority of any failure by Grantee to comply with such permits, licenses, laws, regulations, rules and orders in connection with Grantee's exercise of the easements granted hereunder (a "Violation"), and (b) Grantee shall fail to cure such Violation within ninety (90) days after Grantee receives written notice of such Violation from Grantor or any such government authority or within such earlier time period as may be required under such written notice by any such governmental authority, then Grantor, at its option, shall have the right to temporarily suspend Grantee's activities hereunder until Grantee provides Grantor with evidence of compliance acceptable to Grantor; provided, however, that if a timely good-faith application or appeal is made by Grantee with respect to a Violation and is pending on said deadline, then Grantor shall not exercise any such right to temporarily suspend Grantee's activities until a final administrative decision has been made on such application or appeal, so long as

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Grantee ceases any ongoing activities which are asserted by such governmental authority to constitute a Violation.

4. Indemnification. 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 Transmission Corridor Easement, including, but not limited to, the use of the Transmission Corridor Easement Property by Grantee, its employees, agents, and independent contractors, (b) Grantee's failure to comply with applicable permits, licenses, laws, regulations, rules and orders (including, without limitation, those of any federal or state Environmental Protection Agency or any other federal or state environmental, air, water or land protection agency) relating to Grantee's use of the Transmission Corridor Easement or Transmission Corridor Easement Property, or (c) any lien on any of Grantor's property, including but not limited to the Transmission Corridor Easement Property, arising in connection with Grantee's operations. The obligations herein shall survive any termination of this Transmission Corridor Easement.

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: (i) the use of the Transmission Corridor Easement Property by Grantor, its employees, agents, and independent contractors, or (ii) Grantor's failure to comply with applicable laws, regulations, rules and orders (including, without limitation, those of any federal or state Environmental Protection Agency or any other federal or state environmental, air, water or land protection agency) relating to Grantor's use of the Transmission Corridor Easement Property.

5. Property Taxes. Grantee shall be responsible for any increase in real and personal property taxes assessed against Grantor or lands of Grantor resulting from (a) personal property of Grantee, or (b) improvements made by Grantee to the Transmission Corridor Easement Property. Grantee shall be responsible for any penalties arising from withdrawal of any portion of the Transmission Corridor Easement Property or any other lands of Grantor classified under the Maine Tree Growth Tax Law or any similar tax classification arising from the Option to Acquire Easement Agreement among Grantor and Grantee, Grantor's clearing of any portion of the Transmission Corridor Easement Property, any request by Grantor that any properties be removed as provided in the Option Agreement, or this Transmission Corridor Easement. The obligations herein shall survive any termination of this Transmission Corridor Easement.

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6. Transmission Corridor Easement Property Crossings.

- a. *Existing Crossings.* Grantor reserves the right to use and maintain any existing roads and crossings, and to grant to others easements or licenses to use any such roads and crossings.
- b. *New Improved and Unimproved Road/Trail Crossings.* Grantor further reserves the right to construct, use and maintain new, improved road crossings (including but not limited to gravel road crossings) not more than 35 feet in width and new unimproved roads and trails for timber harvesting and other purposes, across the Transmission Corridor Easement Property, and to grant to others easements or licenses to use any such new roads and trail crossings; provided, however, that (i) any such new roads and trail crossings shall be substantially perpendicular to the Transmission Corridor Easement Property and made at a location approved by Grantee, which approval shall not be unreasonably withheld, (ii) any such crossings shall be used and maintained in such manner as will not materially interfere with or impair the operations of Grantee's installations, or the exercise by Grantee of any of its rights under the Transmission Corridor Easement, (iii) the use and maintenance of any such crossings shall be consistent with appropriate customary safety regulations and any additional reasonable provisions Grantee may require, provided, however, that Grantee shall have notified Grantor in writing of any such regulations and provisions, (iv) any work related to such crossings (including but not limited to any alterations or improvements to Grantee's structures or apparatus necessitated by any such crossing, as reasonably determined by Grantee prior to Grantee's approval of any such crossing) shall be performed at the sole cost and expense of Grantor or Grantor's assigns; and (v) any such crossings shall be maintained and restored to a stable site condition so as to prevent soil erosion and soil rutting within or adjacent to the Transmission Corridor Easement Property.
- c. In addition to the provisions of General Conditions Paragraph 2, Grantee shall construct, use and maintain its facilities within the Transmission Corridor Easement Property (including any portion within the Crossings, which for purposes of this paragraph shall include those roads and trails contemplated under both Sections 6(a) and (b) above) in accordance with the National Electric Safety Code so as to permit and not otherwise impair the normal passage of teams, trucks, tractors and other means of transportation, silviculture, logging and timber harvesting equipment that move over or across the same in accordance with the foregoing reserved rights. Without limiting the generality of the foregoing, Grantee acknowledges that the exercise of the foregoing reserved rights shall and may include the passage of vehicles and materials up to twenty two (22) vertical feet within the Crossings and that exercise by Grantee of any rights under this Easement shall be done in such a way as to permit and not otherwise impair such reserved rights. Nothing contained herein shall be deemed to (i) require Grantee to maintain any particular road or trail crossings within the same, or (ii) prevent Grantee from erecting and maintaining

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signage, gates, fences, and other barriers in order to restrict recreational vehicles or other public access from the same, provided that reasonable mutually acceptable accommodations are made in advance for the road/trail crossings contemplated by this Section.

- d. The height of any vehicles or equipment (including product or materials transported thereon) operated, placed or maintained within the Crossings shall not exceed twenty two (22) feet. Grantor's reserved rights to construct, use and maintain roads and trails under Section 6(a) and (b) above are subject to the foregoing height restriction. Further, provided that Grantee's exercise of its rights hereunder are in accordance with the terms of this Easement, including but not limited to the terms of Section 6(c) above, Grantor further agrees that it shall not strike or contact any structures, guy wires, grounding wires or conductors that Grantee has erected on the Transmission Corridor Easement Property in accordance with the terms of this Easement. Other than in the exercise of rights reserved under this Easement, Grantor shall not park or operate any vehicles or equipment within the crossings or within the Transmission Corridor Easement Property. Grantor shall not yard or load forest products within the Transmission Corridor Easement Property (including crossings) without the prior approval of Grantee, which approval shall not unreasonably be withheld.
7. Gravel Extraction. Grantor may operate vehicles or equipment within the Transmission Corridor Easement Property incidental to the removal and extraction of gravel and other material from existing gravel pits or other pits established consistent with the terms hereof and shall be allowed to transport such gravel and other materials within the crossings contemplated in Sections 6(a) and (b) above, subject to the height restriction set forth in Section 6(d) above, provided that Grantor shall not remove, extract or transport gravel and other materials in such a manner as to strike or contact, restrict access to, or undermine the integrity of any structures, guy wires, grounding wires or conductors that Grantee has erected on the Transmission Corridor Easement Property in accordance with the terms of this Easement. Upon Grantor's request, Grantee shall provide Grantor with guidelines for determining what effect, if any, Grantor's operational plans may have on Grantee's access to and the integrity of any structures, guy wires, grounding wires or conductors that Grantee has erected on the Transmission Corridor Easement Property in accordance with the terms of this Easement.
 8. Clearing Operations. Prior to any and all clearing of timber associated with the Permitted Use, Grantee shall provide notice to Grantor of the location of all such timber to be cleared, the intended dates of commencing and completing the clearing operations, and the permit conditions applicable to such clearing, if any. In addition to conforming with all applicable laws, regulations, and permit conditions, clearing operations shall comply with Best Management Practices, unless expressly exempted by permit. Grantee must clearly mark with flagging in the field the boundaries of all such areas to be cleared prior to notice. 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 Grantor, who shall effect the removal of all such wood from the landing areas as soon as is reasonably practicable. All trees and timber in the Transmission Corridor Easement Property remain the property of Grantor.

9. Insurance to be Carried by Grantee. During the term of its operations hereunder and this Easement, Grantee shall maintain (a) commercial general liability insurance in an amount not less than \$5,000,000.00 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$1,000,000, 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, (ii) Grantor reserves the right to periodically increase the foregoing amounts of required coverage to reflect industry standards and customary practices of Grantor, and (iii) 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. Prior to exercise of any rights granted herein and thereafter when reasonably requested by Grantor, Grantee shall provide certificates or other proof of such insurance.

During the term of this Easement, Grantor shall maintain (a) commercial general liability insurance in an amount not less than \$5,000,000.00 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$1,000,000, 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) Grantor'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. Grantor shall provide certificates or other proof of such insurance upon the reasonable request of Grantee.

10. Protection of Grantor's Property. Grantee shall not allow any Hazardous Substances to be stored, located, discharged, generated, released, possessed, managed, processed or otherwise handled on Grantor's Property, including but not limited to the Transmission Corridor Easement Property, except Hazardous Substances which (a) are stored, generated, discharged, possessed, managed, processed or otherwise handled by Grantee pursuant to validly issued permits issued by the applicable governmental authority which are in full force and effect held by Grantee, and (b) are used, stored, disposed of and handled in compliance with and in quantities permitted by all applicable Environmental Protection Laws, and Grantee shall comply with all Environmental Protection Laws affecting its use and exercise

of the rights conferred herein and its operations hereunder, including those laws regarding the generation, storage, disposal, release and discharge of Hazardous Substances. For purposes of this Easement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material in quantity or concentration defined as such in (or for purposes of) or regulated under the Comprehensive Environmental Response, Compensation and Liability Act, any "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, "Environmental Protection Laws"). Grantee assumes all risks and liability of any kind and nature incident to, occasioned by, or resulting in any manner from its use and exercise of the rights conferred herein and its operations hereunder, and agrees to keep the Grantor's property, including but not limited to the Transmission Corridor Easement Property, duly and fully protected against liens of every character arising by, through, or under Grantee in connection with or resulting from the same. The obligations herein shall survive any termination of this Transmission Corridor Easement.

11. Maintenance of Transmission Corridor Easement Property. Grantee shall maintain its improvements and personal property, including without limitation its power line, within the Transmission Corridor Easement Property in good repair. Grantee shall at all times keep the Transmission Corridor Easement Property in safe and clean condition, and Grantee shall not deposit or scatter or allow the depositing or scattering of any type of waste, broken equipment, used cans or containers, or other debris on the Grantor's property, including but not limited to the Transmission Corridor Easement Property, but shall keep the same free and clear of all such refuse; provided, however, that nothing contained herein shall be deemed to require Grantee to maintain (or clean up after any user of) any road or trail crossings allowed pursuant to Section 6 above, or any Other Installations allowed pursuant to Section 6 above. Within a reasonable time after completion of installation of the power line, Grantee shall level, fill and remove its refuse from the Transmission Corridor Easement Property, and render the surface of the land to as near its original (cleared) condition as may be practicable. In the event that Grantee shall not keep and maintain and restore the Transmission Corridor Easement Property as required hereunder within ninety (90) days after written notice given by Grantor (or shall not, within said 90-day period, commence the necessary maintenance or restoration work and thereafter diligently prosecute such work to completion), Grantor will have the option to undertake such maintenance or restoration at the sole cost and expense of Grantee, including any and all cost of legal fees associated with the collection or restoration process undertaken by Grantor. Grantee shall remain liable to Grantor and others for maintenance and repairs to other lands of Grantor, reasonable wear and tear excepted, arising from the exercise by Grantee, its employees, agents and independent contractors, of the easements granted hereunder. The obligations herein shall survive any termination of this Transmission Corridor Easement.

12. Condition of Transmission Corridor Easement Property. Grantee acknowledges and declares that neither Grantor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Grantor, has made any direct, indirect, explicit or implicit statement,

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representation or declaration, whether by written or oral statement or otherwise, upon which Grantee has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Transmission Corridor Easement Property except as may be set forth herein. Grantee has had full, complete and unlimited access to the Transmission Corridor Easement Property for all tests and inspections that Grantee, in its sole discretion, deems sufficiently diligent for the protection of Grantee's interests. The foregoing acknowledgements are a material and integral part of this agreement, and are a component of the consideration paid for this Transmission Corridor Easement.

13. Successors and Assigns. 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. Grantee may transfer, convey, lease, sell or otherwise assign this Transmission Corridor Easement, as the same may have been amended, only in its entirety and only to a single entity which owns or controls the land in Carthage, Canton or Dixfield, Maine on which a Wind Energy Facility is located, provided, however, that the Transmission Corridor Easement, as the same may have been amended, shall be held, at all times, by the same entity ("permitted transfer"). Grantee shall give Grantor written notice of any such permitted transfer and any such permitted transfer shall only be effective upon execution by the permitted transferee of an assumption agreement in recordable form acceptable to Grantor. The foregoing limitations, however, shall not be construed to preclude the further lease by Grantee of all or any portion of the Transmission Corridor Easement (specifically including but not limited to pole line leases), which leases may include all or a portion of the rights granted to Grantee herein, whether or not used in common with Grantee and/or other permitted lessees. Grantee shall give Grantor written notice of any such lease, which notice shall include the name and address of the lessee for notice purposes. Grantor shall have the right, but not the obligation, to copy any such lessee on any notices to Grantee hereunder. Notwithstanding the terms of any lease by Grantee, Grantee shall remain fully liable hereunder and Grantor may exercise any and all remedies hereunder or otherwise available directly against Grantee, notwithstanding any such lease by Grantee, and with or without prior notice to any such lessee.
14. Notices. 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, Bayroot, LLC, c/o Wagner Forest Management, Ltd., Attn: Thomas J. Colgan, P.O. Box 160, 150 Orford Road, Lyme, New Hampshire 03768; and if to Grantee, Patriot Renewables, LLC, 549 South Street, Quincy, Massachusetts 02169 (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.



15. Severability. 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..
16. Governing Law. This Easement shall be construed and interpreted in accordance with the laws of the State of Maine. All and any disputes arising out of or in connection with this Easement shall be adjudicated in the federal or state courts located in the State of Maine, to whose jurisdiction the parties hereby irrevocably submit for such purposes.
17. Entire Agreement. This Easement, and those provisions of the Option to Acquire Easement Agreement that survive termination of that option agreement, constitute the entire understanding of the parties with respect to its subject matter. This Easement may not be altered or amended except by a writing signed by both parties.

To have and to hold said right of way and easement with all privileges and appurtenances hereof unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this _____ day of _____, 2010.

Witness:

Grantor: **BAYROOT LLC**

By: Wagner Forest Management, Ltd.
Its Manager

By: DO NOT SIGN - EXHIBIT

Thomas J. Colgan, Its President

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

Then personally appeared the above named Thomas J. Colgan, President of Wagner Forest Management Ltd. and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me this ___ day of _____, 2010.

DO NOT SIGN - EXHIBIT

Printed Name: _____

Notary Public

My Commission Expires: _____

Witness:

Grantee: **PATRIOT RENEWABLES LLC**

_____ By: DO NOT SIGN - EXHIBIT
Its: _____
Printed name: _____

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

Then personally appeared the above named Jay M. Cashman, manager of Patriot Renewables, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me this ____ day of _____, 2010.

DO NOT SIGN - EXHIBIT
Printed Name: _____
Notary Public
My Commission Expires: _____

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SCHEDULE A to Exhibit B
The Plans

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SCHEDULE A-1 to Exhibit B
Coordinate

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EXHIBIT C

Memorandum of Option

Optionor: **Bayroot, LLC**
Optionee: **Patriot Renewables, LLC**

Description of Option Premises: Transmission corridor easement affecting lands of Optionor in Canton, Maine generally set forth on Exhibit A attached hereto.

Date of Option: _____, 20__

Term of Option: _____, 20__

In witness whereof, Bayroot LLC has hereunto caused this instrument to be signed and sealed by the undersigned duly authorized this _____ day of _____, 20__.

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

By: EXHIBIT-DO NOT SIGN
Thomas J. Colgan, Its President

STATE OF NEW HAMPSHIRE
Grafton County _____, 20__

Personally appeared the above named Thomas J. Colgan, in his capacity as President of Wagner Forest Management, Ltd., 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 manager and limited liability company.

EXHIBIT - DO NOT SIGN
Notary Public

Print or type name as signed

My commission expires: _____

DH

EXHIBIT D

AMENDMENT TO TRANSMISSION
CORRIDOR EASEMENT

Whereas, pursuant to the Transmission Corridor Easement dated _____, _____ and recorded in the Oxford (East) County Registry of Deeds in Book ____, Page __ (the "Easement"), **Bayroot LLC** ("Bayroot") granted to **Patriot Renewables, LLC** ("Grantee") certain rights and easements described therein burdening the property of Bayroot in Canton, Maine described therein (the "Burdened Property") and incidental to Grantee's Wind Energy Facility in _____, Maine described therein.

Whereas, pursuant to the provisions of Section 2, "General Conditions; Further Grant of Easement" of the Easement, Grantee has the right to use the Easement for up to two additional wind energy facilities of Grantee described in the Easement, provided that a) Grantee give timely notice to Bayroot of its election to use the Easement for such additional wind energy facility(ies), b) such notice shall designate which additional wind energy facility(ies) shall be served by the Easement, and c) Grantee pays to Bayroot the Easement Addition Price set forth in the Easement.

Whereas Grantee has timely notified Bayroot of its election to use the Easement for the wind energy facility(ies) at [identify facility and location] and has paid to Bayroot the Easement Addition Price set forth in the Easement.

Now therefore, in consideration of the mutual benefits contained herein and in consideration of the Easement Addition Price, the receipt and sufficiency of which is hereby acknowledged, Bayroot and Grantee hereby agree that the Easement is amended as follows:

1. The term "Wind Energy Facility" served by the Easement shall be deemed to include the existing wind energy facility described in the Easement and, subject to terms and conditions therein as if originally made a part thereof, the wind energy facility(ies) at [identify facility and location].
2. The rights of Grantee under the Easement, as hereby amended, shall be exercised only within the Transmission Corridor Easement Property of one-hundred (100) foot width and shall not result in the aggregate of more than one set of transmission poles within the Transmission Corridor Easement Property.

Said Easement is unchanged in all other respects and remains in full force and effect.

In witness whereof the parties hereto have caused this Amendment to Transmission Corridor Easement to be signed and sealed, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes, by the undersigned, duly authorized on the dates set forth below.

Witness:

Bayroot LLC, by Wagner Forest Management, Ltd., its Manager

By: EXHIBIT – DO NOT SIGN
Thomas J. Colgan, President

Dated: _____

Patriot Renewables, LLC

By: EXHIBIT – DO NOT SIGN
Jay M. Cashman, Manager

Dated: _____

State of New Hampshire
Grafton County

Personally appeared the above named Thomas J. Colgan, President of Wagner Forest Management, Ltd., 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 corporation in its said capacity and of said limited liability company.

EXHIBIT – DO NOT SIGN
Notary Public

Print or type name as signed

My commission expires: _____

TRANSMISSION CORRIDOR LAND LEASE

This Transmission Corridor Land Lease (the "Lease") is made this 1st day of September, 2010, (the "Effective Date") between Patriot Renewables, LLC, of 549 South Street, Quincy, MA 02169 (the "Tenant") and Patrick Smith, with a mailing address of P.O. Box 22, East Dixfield, ME 04227 (the "Landlord").

Background

Landlord owns approximately 92 acres on the northern slope of Colonel Holman Mountain in Dixfield, Oxford County, Maine listed as Map 8, Lot 19 in the Town of Dixfield Tax Records, as shown in Exhibit A (the "Property"). Tenant is interested in using a portion of the Landlord's property for a 75-foot-wide transmission line corridor for any or all of Tenant's proposed wind energy projects on Saddleback Mountain in Carthage, Maine and Colonel Holman Mountain in Dixfield, Maine. Wind Turbine Generators ("WTGs") shall not be located on the Property under this lease but are defined in a separate agreement titled "Wind Energy Land Lease" between Patriot Renewables, LLC and Patrick Smith. Tenant desires to install and maintain a 34.5-kilovolt transmission line in the 75-foot-wide transmission corridor. Existing roads over the Property may be used for access and/or the corridor itself.

The Conditions of this Lease are as follows:**1. Scope of Lease**

- 1.1 Leased Property.** In consideration of the fees set forth below, the Landlord exclusively leases a portion of the Property to Tenant for the purpose of developing, constructing, operating, and maintaining a transmission corridor for Wind Energy Projects on the Property (the "Leased Premises" and "Facility"). Exhibit A shows a preliminary map of the Property and Leased Premises.
- 1.2 Purpose and Use.** Tenant will use the Leased Premises only for the purpose of developing, constructing, maintaining, and operating transmission lines for up to two wind energy projects on nearby property. Tenant may use multiple transmission wires but no more than one set of transmission poles to carry wires for the wind energy projects through the transmission corridor on the Property. The final transmission corridor shall not be more than 75 feet wide. Portions of the transmission line may be buried within the corridor, at Tenant's option.
- 1.3 Leased Premises.** Tenant will locate the 75-foot-wide transmission line corridor within a specified area of the Property. The final transmission line corridor shall be the Leased Premises, which shall be a portion of the Property. After finalization of the transmission line corridor, Tenant will provide Landlord with a site plan showing the location of the Leased Premises and the Property boundaries, to be appended to this Lease at a later date. The Leased Premises includes certain appurtenant rights, privileges and easements to include ingress and egress for roads. Tenant's personal property, equipment, machinery, and fixtures comprising or used in conjunction with the transmission line corridor, including without limitation electrical transmission infrastructure and related equipment shall be and remain the personal property of Tenant no matter if affixed to the ground, and shall be removable by Tenant at any time.

- 1.3.1 **Project Development.** Tenant has the right to enter upon the Property at any time and conduct all activities necessary to study, design, develop, and construct the transmission lines for the wind energy projects. Development activities include, but are not limited to geotechnical studies and core sampling; photography and other visual studies; interconnection analysis; studies on wetlands, vernal pools, avian populations, and presence of endangered species; other environmental monitoring; and operation of all supporting equipment.
- 1.3.2 **Project Operation.** Tenant has the right to enter upon the Leased Premises at any time for ingress and egress to operate, maintain, and repair the transmission lines.
- 1.3.3 **Coexistence of Project and Landlord's Uses.** There is substantial opportunity for the Landlord to utilize the remainder of the Property not utilized by the transmission line corridor as long as such use does not materially impede the ability of the Tenant to access the transmission line corridor or deliver electricity from a wind energy project to the electrical grid, as noted in more detail in Section 4.7 below.
- 1.4 **Exclusivity.** The interests granted to the Tenant under this Lease are exclusive and Landlord will not grant any lease, easement, or interest in or upon the Property as it relates to converting and delivering wind energy to electrical energy, to another person or entity, for the term of this Lease, except to Tenant or affiliates of Tenant including but not limited to Saddleback Ridge Wind, LLC or Jay Cashman, Inc.
- 1.5 **Access.** Landlord grants to Tenant access for ingress and egress through the Property to the transmission line corridor, over existing roadways sufficient in size, scope and location to permit Tenant's uses and improvements.
- 1.6 **Financing.** (a) Tenant shall have the right to encumber its interest in the Leased Premises under this Lease and in the Facility by mortgage, lease, deed of trust or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments (collectively "mortgage") in favor of any person or persons providing all or a portion of the financing for the Facility or any person or persons providing a refinancing of any such financing or any trustee for such person or persons (each, a "Financing Party"). Any such mortgage shall be inferior and subject to the prior right, title and interest of Landlord in the Leased Premises and Property. Without limitation to the foregoing, Landlord hereby consents to any such mortgage, lease, deed of trust or similar instrument or instruments, security agreement, fixture filing, financing statements, or similar instrument or instruments in favor of any Financing Party, and agrees that such Financing Party shall have the right to access the Property without impairment by Landlord for the purpose of Financing Party proceeding to obtain possession of the Facility and any parts of the Facility which represent collateral for the Financing Party's financing to the Tenant in order for Financing Party to proceed with Financing Party's rights in and to any and all such collateral, including but not limited to the right to proceed with a sale of such collateral. In such event, Financing Party shall be responsible to Landlord solely for the rent under this Lease during such time period as Financing Party exercises its right of access.

(b) In the event of a foreclosure or seizure of Tenant's rights or property or the exercise of any other right under any security agreement granted by Tenant to a Financing Party of record, Landlord agrees to permit each such Financing Party to exercise any and all rights of Tenant hereunder. Landlord further agrees to give each such Financing Party sixty (60) days notice of and opportunity to cure any Payment Default by Tenant and ninety (90)

days notice of and opportunity to cure any Non-payment Default by Tenant hereunder. In the event of a Non-payment default a reasonable further opportunity to cure such default shall be provided if weather or access to the Premises is physically difficult before Landlord exercises any rights or remedies against Tenant as a result of such default. Landlord agrees to execute any consent to assignment reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 15, subject only to the condition precedent that the Tenant is not at the time of such request in default of its obligations hereunder. Landlord shall be timely provided with current addresses for all financing parties and their assignees and shall have no affirmative obligation to discover same.

2. Lease Term

- 2.1 Term.** This Lease is comprised of a Development Term and Operation Term defined below. All rights under this Lease will commence at the Effective Date.
- 2.2 Development Term.** The Development Term will commence at the Effective Date with an initial period of three years. Activities conducted during the Development Term will be consistent with those defined in Section 1.3.1.
- 2.2.1 Extension.** Tenant has the right to extend the Development Term for two consecutive terms of one year each ("Extensions"). Tenant must give Landlord written notice of intent to extend the Development Term or the first extension term at least sixty (60) days prior to the expiration of each.
- 2.2.2 Expiration.** The Development Term will expire at the earlier of (1) the commencement of the Operation Term, as defined in Section 2.3, or (2) the expiration of the Development Term and any existing Extensions.
- 2.3 Operation Term.** The Operation Term will extend for 40 years, commencing at the date that the transmission line on the Leased Premises is capable of delivering energy to the electric utility grid ("Commercial Operation").

3. Lease Payments

- 3.1 Development Term Fee.** Prior to Commercial Operation, Tenant will pay Landlord:
- (a) a one-time non-refundable Development Term Fee of _____ three-year Development Term, due within 30 days of the signing of this Lease.
 - (b) an additional non-refundable Development Term Fee of _____ Extension of the Development Term. Payment is due on the fourth and fifth anniversary of the Effective Date, as applicable.
- 3.2 Operation Term Fee.** Tenant will pay Landlord a one-time payment of _____ due within 30 days of Commercial Operation.
- 3.3 No Turbine Fee Under Related Land Lease.** Tenant has obtained the right to erect and operate wind turbines on the Property under the provisions of a Wind Energy Lease from Landlord to Tenant of even date ("Wind Energy Lease"), a copy of which is attached hereto as Exhibit C. If Tenant does not operate one or more wind turbines on the Property by the termination of the Development Term under said Wind Energy Lease, or if Tenant or Landlord terminates the Wind Energy Lease in accordance with its provisions, Tenant will

then pay Landlord an additional _____ payments made under the Wind Energy Lease including all development payments that Landlord has received.

4. Tenant's Covenants/Duties

- 4.1 **Applicable Laws.** Tenant will at all times comply with federal, state, and local laws, statutes, ordinances, rules, regulations, judgments, and all other valid orders of any governmental authority with respect to Tenant's activities. Tenant is responsible for obtaining all licenses and permits required to conduct activities associated with developing and operating the transmission line corridor. Tenant reserves the right to contest or appeal any law, statute, ordinance, rule, regulation, judgment, or order brought against the Tenant or Landlord regarding the leased Property or transmission line corridor.
- 4.2 **Insurance.** Tenant will maintain liability insurance covering the transmission line and Tenant's activities conducted on the Property during the Development and Operation Terms. The amount of insurance coverage must be at least \$1,000,000.00. Insurance coverage may be provided as part of a blanket policy that covers other wind facilities, transmission lines, and Tenant activities. Landlord will be included as an insured under Tenant's insurance policy.
- 4.3 **Liens.** Tenant will keep the Property free and clear of all liens and claims of liens for labor, materials, services, supplies, and equipment performed on the Property and associated with the transmission line corridor. Tenant may contest any such lien but must post bond or use other available means to remove lien created during the contested proceeding. Tenant is otherwise required to remove any such liens within sixty (60) days of notice of its creation.
- 4.4 **Hazardous Materials.** Tenant will not store, use, dispose of, release or cause or permit to be stored, used, disposed of, or released on or under the Property during the Term, any "toxic substance", "hazardous material", or "solid waste" as defined by federal, state, or municipal law, except as may be needed to construct, operate, maintain, and decommission the transmission line and is in compliance with applicable laws.
- 4.5 **Taxes.** Tenant will pay all personal property taxes and increases in real property taxes that are attributable to the transmission lines installed on the Leased Premises and will keep the property free of any municipal tax liens. Tenant will submit a request to the governing tax assessor to itemize taxes on the transmission line and Tenant may choose to pay this tax directly to assessor or reimburse Landlord of all increases in real property taxes resulting from the transmission line installation. Landlord is responsible for taxes on the underlying Property itself (other than the value thereof that is attributable to Tenant's transmission lines) and those taxes attributable to all other facilities or improvements installed by Landlord.
- 4.5.1 **Use Value Assessment.** If the Leased Premises and/or the Premises or any portion thereof are withdrawn from or become disqualified for current use value assessment because of Tenant's use of the Leased Premises, then Tenant will reimburse Landlord for any additional taxes or assessments that are imposed for tax years during the term of this Lease, including any land use change tax or penalty incurred when the Leased Premises and the Premises are withdrawn or become disqualified, solely due to such withdrawal or disqualification resulting from Tenant's use of the Leased Premises. Tenant shall reimburse Landlord within 30 days of receiving any such reimbursement request from Landlord, except that each and every land use change tax or penalty, assessed at time of withdrawal or change of use due to actions of the Tenant on the

Premises by a municipal or county tax authority shall be paid to the appropriate municipal or county tax assessor directly by the Tenant on or before the tax payment due date upon presentation of the tax bill for the same to the Tenant by the Landlord or funds to pay the same provided to the Landlord by the Tenant before the payment due date. This Subsection 4.5.1 shall apply only provided that the Premises and the Leased Premises were subject to current use assessment at the time of the Effective Date of this Lease.

- 4.6 **Restoration.** Within 12 months of the termination of this Lease, Tenant will return Leased Property to as reasonable condition as practicable as it was in before the Effective Date, by removing from the Property all fixtures, including cables, poles, and other equipment and re-vegetating the cleared areas. Tenant is not required to remove foundations, pipes, conduit, wire, structures and other fixtures located more than three feet below ground.
- 4.7 **Landlord's Rights.** Nothing herein provided shall hinder or obstruct the use of the Property to include but not be limited to commercial production of timber, farming, hunting, conservation or any other purposes that do not impede or obstruct the Tenant in any manner in carrying out the purposes and intent of this Agreement. Landlord shall retain all rights to cross through the transmission corridor so long as crossing does not interfere with any of Tenant's equipment.
- 4.8 **Review of Plans.** The Tenant shall provide Landlord its final plan of construction. Tenant agrees to give due consideration to Landlord's comments and/or concerns with regard to proposed locations of development, and Tenant shall use its commercially reasonable efforts to address such comments and/or concerns, provided that doing so will not increase the costs to Tenant of designing, constructing or operating the transmission line corridor, and provided further that Tenant shall retain sole discretion as to the proposed locations, design and configuration of any and all transmission lines to be located on the Leased Premises.
- 4.9 **Crop Damage.** In the event of crop damage suffered by Landlord during the construction phase as provided in this Agreement, Tenant shall pay fair compensation for such losses or damages. In the event there is no agreement as to the value or amount of the fair compensation, the issue shall be determined by arbitration by the American Arbitration Association or other arbitrator agreed upon by the parties hereto. Tenant shall have no obligation for the loss of income of whatever nature that might otherwise have been received by the Landlord subsequent to the construction phase.
- 4.10 **Removal of Timber.** Tenant agrees to give Landlord Right of First Refusal on any land clearing contracts on Landlord's Property provided that Landlord can comply with all Federal, State, and Local environmental controls imposed on the Tenant. If Landlord does not accept the Right of First Refusal, then tenant will remove all marketable timber to the closest landing so that Landlord can dispose of the marketable timber at his convenience.

5. Landlord's Covenants.

- 5.1 **Title.** Landlord is the sole Landlord of the Property, held in fee simple title. Landlord and each person signing this Lease on behalf of Landlord are authorized to do so and all persons having an ownership interest in the Property (including spouses) are signing this Lease. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord, according to its terms.

- 5.2 **Quiet Enjoyment.** Tenant has the right to quiet use and enjoyment of the Leased Premises in accordance with this Lease. Landlord or a person acting on behalf of Landlord may not interfere in any way with the rights of Tenant.
- 5.3 **Hazardous Materials.** Landlord has not stored, used, disposed of, released on or under the Property prior to the Effective Date, any "toxic substance", "hazardous material", or "solid waste" as defined by federal, state, or municipal law, except as may be allowed by law. After the Effective date, Landlord will not store, use, dispose of, or release any matter listed above, except as allowed by law.
- 5.4 **Liens** Except as disclosed in writing by Landlord on Exhibit D attached hereto, there are no other liens, encumbrances, leases, mortgages, deeds, or other exceptions (collectively, "Liens") to Landlord's title to the Property. Landlord shall cooperate with Tenant to obtain non-disturbance agreements from each party that holds a Lien that may interfere with Tenant's rights under this Lease. If Landlord is unable to obtain a non-disturbance agreement from a Lien that is senior to this Lease, Tenant can elect to make payments on that Lien if Landlord is in default. Tenant may offset those payments from amounts due to Landlord under this Lease. Any Lien senior to this Lease that Landlord enters into after the Effective Date will be accompanied by a non-disturbance and attornment agreement from the lienholder.
- 5.4.1 A non-disturbance and attornment agreement shall prohibit the lienholder from disturbing Tenant's possessions or rights under the Lease so long as the Tenant continues to abide by the terms of this Lease and agrees to make all payments due hereunder to lienholder in the event of a Landlord default.
- 5.5 **Cooperation** Landlord agrees to sign all permit and financing applications and other documents related to the development and operation of the transmission line and wind energy project(s), without delay. Landlord agrees to join with Tenant and/or consent in all grants for zoning variances, license or permit conditions and approvals necessary for development of the wind energy project(s) serviced by the transmission line on the Leased Premises. All costs incurred by Landlord in Section 5.5 will be paid by Tenant upon demand. Landlord agrees that it will from time to time and upon request by Tenant enter into reasonable non-disturbance agreements with lenders which require such an agreement stating that Landlord (or its successors) shall recognize the rights of the Tenant and not disturb its possession of the Property so long as it is not in default of any of the provisions of this Lease. Each party agrees that it shall, at any time during the Term hereof, within (10) days after a written request by the other party, execute, acknowledge and deliver to the requesting party a written statement certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications), 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 stating the nature of such defaults.
- 5.6 **Property Taxes.** Landlord agrees to pay all real property taxes and assessments on the Property, other than those attributable to the transmission line (which are payable by Tenant). If Landlord fails to pay taxes, Tenant may choose to pay them, and deduct the amount from any other payments required under this Lease. If local tax assessor refuses to levy individual tax assessments to the real property and transmission line, Tenant agrees to reimburse Landlord for portion of real property taxes attributable to transmission line within fifteen (15) days of demand.

- 5.7 **Landlord's Use and Improvements.** Landlord may not use the land in such a way that would materially impede the ability of the Tenant to ingress and egress the Property or deliver electricity from the wind energy project(s) to the electrical grid.
- 5.8 **Lateral Support.** Tenant shall have the right to lateral support for the transmission line on the Leased Premises to whatever extent is necessary for the safe construction and maintenance of the facilities. Landlord shall not excavate so near the area of the transmission corridor so as to undermine or otherwise adversely affect its stability.
6. **Indemnification.** Each party (the "Indemnifying Party") will defend, hold harmless, and indemnify the other party and the other party's officers, directors, representatives, mortgagees, and agents (the "Indemnified Party") against any losses, damages, claims, liabilities, and expenses for physical damage to property or personal injury to any person, and arising out of (1) any activity conducted by Indemnifying Party on the Property, (2) any negligent or intentional act or omission committed by the Indemnifying Party, (3) any breach of this Lease by the Indemnifying Party. This indemnification will not apply to any loss, liability, claim, damage, or expense caused by the negligent or intentional act or omission of the Indemnified Party. This indemnification will survive the term of this Lease.
7. **Assignment; Encumbrance of Lease.**
- 7.1 **Tenant.** Tenant may transfer or assign any or all rights under this Lease. Tenant's obligations under Section 3.3 will be unaffected by such transfer or assignment and Tenant shall be responsible for its full performance. Tenant's other obligations and liability under this Lease will remain until its assignee/purchaser has assumed in writing all of the obligations of Tenant under this Lease.
- 7.2 **Landlord's Assignability.** Landlord has the right to sell the Property and upon such sale to assign its rights under this Lease to the purchaser of the Property provided, however, that Landlord's rights hereunder are contingent on the purchaser assuming in writing all of the obligations of Landlord under this Lease.
- 7.3 **Successors.** This Lease will obligate all heirs, successors, and assigns of the parties.
8. **Condemnation.** If Property or portion thereof is subject to Condemnation or purchased by federal, state, or local government through the power of eminent domain, the Tenant may terminate this Lease upon the government's vesting of title or taking possession. Landlord and Tenant shall use all reasonable and diligent efforts, each at its own expense, to contest such taking. The Tenant is entitled to an award in any condemnation proceeding to compensate for the cost of removing or relocating the transmission line, the loss of Property use, and other lost value to Tenant attributed to the taking.
9. **Termination.** This Lease will terminate when any of the following events occur:
- 9.1 Tenant elects to terminate, which becomes effective 60 days after written notice to Landlord. Landlord is entitled to pro rata share of payments due through, and at the date of termination.
- 9.2 At Landlord's election, the lease shall be terminable if the Tenant fails to reach Commercial Operation before expiration of the Development Term (or such later date as may be agreed to by the parties).
- 9.3 Upon expiration of the Operation Term.

- 9.4 A party defaults on this lease, and the non-defaulting party elects to terminate this lease as referred to in Section 10.

10. Default; Lender Covenants

- 10.1 **Event of Default.** If an event of default occurs, the non-defaulting party may terminate this Lease. An event of default includes

10.1.1 Any material breach of this Lease that remains uncured after 60 days written notice from the non-breaching party.

10.1.2 Nonpayment by either party as required by this Lease, which remains uncured after 60 days written notice from the non-breaching party. The defaulting party may challenge the amount owed and initiate dispute resolution, as defined in Section 16, provided such action commences within the above 60-day period.

10.1.3 **Covenants for Lenders' Benefit.** Should Tenant collaterally assign any of its interest to a lender, Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders known to Landlord as follows:

They will not modify or cancel this Agreement without the prior written consent of the Lenders, which consent shall not be unreasonably withheld or delayed.

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

No default which requires the giving of notice to Tenant shall be effective unless a like notice is given to all Lenders. If Landlord shall become entitled to terminate this Agreement due to an uncured default by Tenant, Landlord will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landlord that it must foreclose on Tenant's interest or otherwise take possession of Tenant's interest under this Agreement in order to cure the default, Landlord shall not terminate this Agreement 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 Tenant's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Tenant. Upon the sale or other transfer by any Lender of any interest in the lease and rights granted hereunder, such Lender shall have no further duties or obligations hereunder.

In case of the termination of this Agreement as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Tenant, Landlord shall give prompt notice to the Lenders. Landlord shall, upon written request of the first priority Lender, made within forty (40) days after notice to such Lender, enter into a new lease with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new lease shall be effective as of the date of the termination of this Agreement by reason of default by Tenant, upon the same terms, covenants, conditions

and agreements as contained in this Agreement. Upon the execution of any such new lease, the Lender shall (i) pay Landlord any amounts which are due Landlord from Tenant, (ii) pay Landlord any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of the termination of this Agreement to the date of the new lease, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by Tenant to the extent that Tenant failed to perform the same prior to the execution and delivery of the new lease.

11. Force Majeure. The parties are not liable or responsible for any delay in carrying out the terms of this Lease caused by any act of God, fire, sabotage, shortage of labor or materials, inclement weather, war, restrictive government laws or regulations, or for any other reason outside the control of the parties.

12. Miscellaneous.

12.1 Governing Law. This Lease is governed and interpreted in accordance with the laws of the STATE OF MAINE.

12.2 Severability. If any term of this Lease is for any reason invalid or unenforceable, the rest of this Lease remains in full effect.

12.3 Headings. The headings in this Lease are for convenience only and should not be construed to affect the construction or interpretation of this Lease.

12.4 Waiver/Alteration. Any term of this lease may be waived, amended, or added as mutually agreed upon in writing by the parties. Any changes will be attached as an addendum to this Lease.

12.5 Entire Agreement. This Lease constitutes the entire agreement between the parties pertaining to its subject matter. There is also a related lease agreement between Tenant and Landlord in which Landlord leases Tenant his other property for the purposes of developing, constructing, and maintaining part of a wind energy project on Colonel Holman Mountain in Dixfield, Maine.

13. Record of Lease. Landlord and Tenant agree that this Lease will not be recorded in the public records. The parties will execute a Notice of Lease setting forth a description of the property and other terms of this Lease, but excluding all terms relating to payments to Landlord, as set forth in Exhibit B. The Notice of Lease will be recorded in the East Oxford County Registry of Deeds. Any subsequent amendments of this Lease, shall be reflected by filing an appropriate Notice of Amendment to Lease with the Registry of Deeds. The cost of recording all documents shall be borne by the Tenant.

14. Confidentiality. The parties will maintain in confidence all information pertaining to the terms of the Lease except as necessary to complete this transaction, including disclosure to the parties' officers, directors, attorneys, accountants, consultants, financing sources, and as required by law.

15. No Assurance as to Development. Landlord explicitly agrees and acknowledges: (i) that the business of developing electric generation facilities is subject to many significant risks, including but not limited to the need to obtain land use approvals and environmental permits, the need to obtain financing and the need to obtain power sales contracts with credit-worthy purchasers; (ii) that the

Tenant may not be successful in its efforts to develop, finance and construct a wind energy project off the Property and consequently a transmission line on the Leased Premises, and (iii) that in the event the Tenant does not obtain approvals, permits, financing and contracts acceptable to it in its sole discretion, the Lease will terminate pursuant to the terms herein and Tenant shall have no further liability to the Landlord of any kind other than those financial obligations specifically set forth herein. The Landlord hereby agrees and acknowledges that the Tenant makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of the Tenant successfully developing, financing and/or constructing a transmission line on the Leased Property and the Landlord receiving Rent hereunder. If requested by Landlord, Tenant agrees to provide the Landlord with periodic updates on the Tenant's progress in its development efforts for the wind energy project(s) serviced by the transmission line planned for the Leased Property.

16. **Arbitration.** Any controversy, claim, or cause of action arising out of or relating to this Agreement shall be settled by and through non-binding mediation before a competent commercial mediator selected by agreement of the parties. Any controversy, claim or cause of action arising out of or relating to this Agreement, not settled by mediation, shall be finally settled by arbitration by an arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration shall be held in Portland, Maine or such other location as the parties agree. All arbitration under this Paragraph shall be final, binding, and conclusive.
17. **Notice.** All notices required by this Lease shall be made in writing and delivered either personally, by certified mail or by widely recognized express carrier to the parties respective addresses set forth below.
18. **Severability.** 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.
19. **Execution by Both Parties.** This Agreement shall not become effective and binding until fully executed by both Tenant and Landlord. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. For purposes of this Agreement, a facsimile signature shall be deemed an original.

(Signature Pages to Follow)

LANDLORD
Patrick Smith

Patrick Smith
Date: August 25, 2010
Address:
Science Hill Road, PO Box 22
East Dixfield, ME 04227

TENANT
Patriot Renewables, LLC

Jay Cashman, Manager
Jay Cashman
Date: September 15, 2010
Address:
549 South Street
Quincy, MA 02169

STATE OF MAINE

ANDROSCOGGINS.

AUGUST 25, 2010

On this 25th day of August, 2010, before me, the undersigned notary public, personally appeared PATRICK SMITH, and acknowledged the foregoing instrument as his his free act and deed.

Philip M. Isaacson
Notary Public
Printed name: PHILIP M. ISAACSON
My Commission Expires: 06/01/13

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 15th day of September, 2010, before me, the undersigned notary public, personally appeared Jay Cashman, as Manager of Patriot Renewables, LLC proved to me through satisfactory evidence of identification, which was a Massachusetts drivers 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 as Manager of Patriot Renewables, LLC.

Alan D. Ferrault
Notary Public
My Commission Expires:

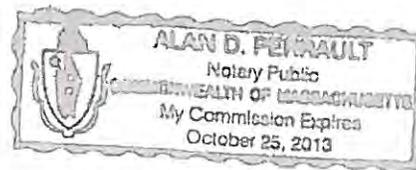
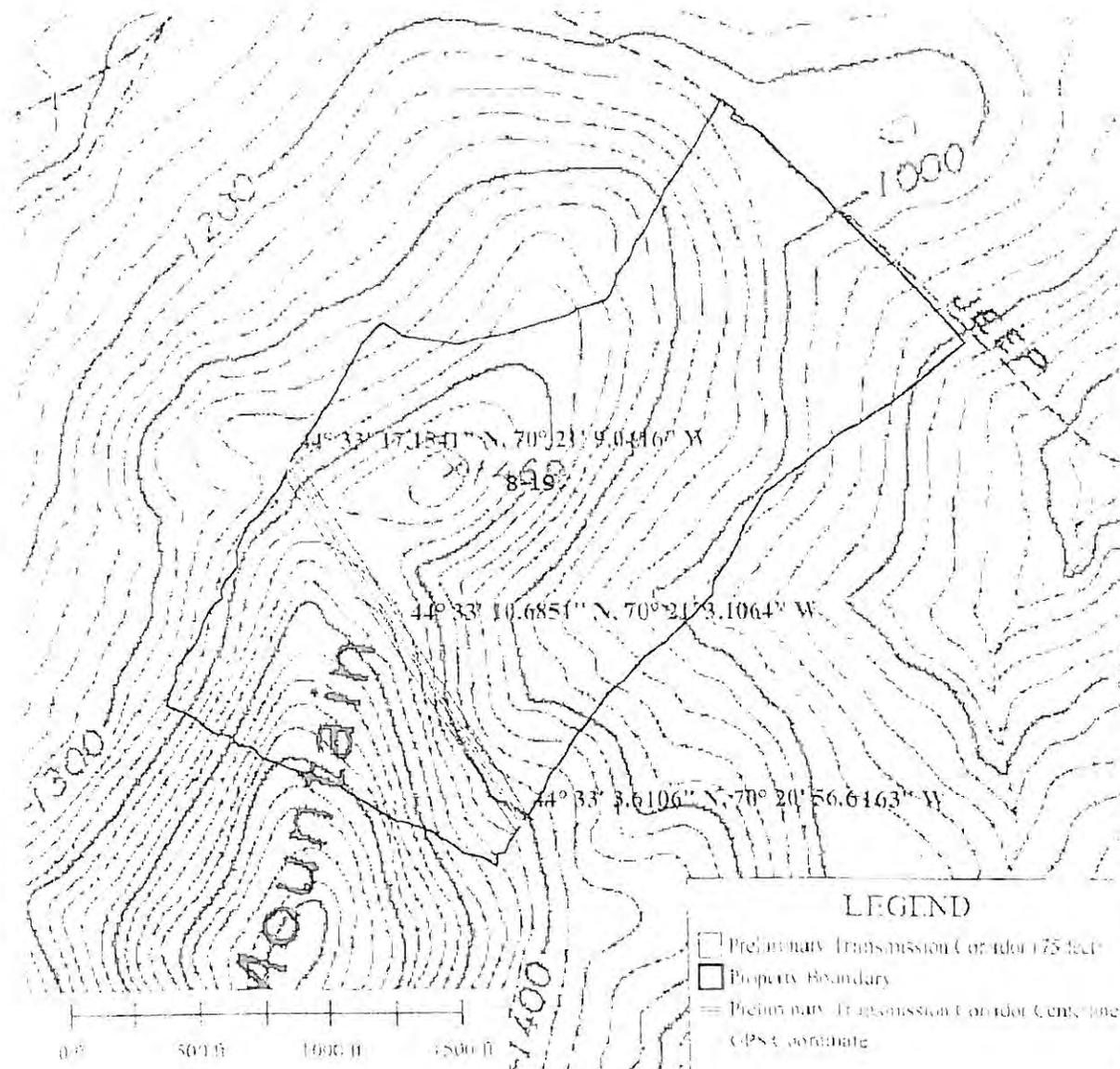


Exhibit A Property and Leased Property



**Exhibit B
Notice of Lease**

This Notice of Lease is made this 1st day of September, 2010 between Patriot Renewables, LLC, of 549 South Street, Quiney, MA 02169 (the "Tenant") and Patrick Smith with a mailing address of P.O. Box 22, East Dixfield, ME 04227 (the "Landlord").

Background

- A. The parties have entered into a Lease dated September 1, 2010 for use of property identified below.
- B. The parties agree to record this Notice of Lease in the Oxford County (East) Registry of Deeds.

Conditions

- 1. **Property Description.** Landlord leases to Tenant a portion of the approximately 92 acres owned by him on the northern slope of Colonel Holman Mountain in Dixfield, Oxford County, Maine listed as Map 8, Lot 19 in the Town of Dixfield Tax Records, as shown in Attachment J and described in a deed to Landlord recorded in said Registry in Book 4196, Page 157.
- 2. **Term and renewals:**
 - 2.1 Development Term of 3 years; subject to Tenant option to extend for two consecutive 1-year terms;
 - 2.2 Operation Term of 40 years commencing upon commercial wind energy operations on site.
- 3. **Options to Purchase:** none
- 4. **Exclusivity.** Tenant's rights to wind and electrical energy conversion, transmission and delivery within the Leased Premises are exclusive to Tenant.
- 5. **Addresses.** The parties addresses as set forth in the Transmission Corridor Land Lease are:

LANDLORD

Patrick Smith
Science Hill Road, PO Box 22
East Dixfield, ME 04227

TENANT

Patriot Renewables, LLC
549 South Street
Quiney, MA 02169

(Signature Pages to Follow)

LANDLORD
Patrick Smith

Patrick Smith

Date: August 25, 2010

Address:

PO Box 22

East Dixfield, ME 04227

TENANT

Patriot Renewables, LLC

Jay Cashman

Date: 9/15/2010

Address:

549 South Street

Quincy, MA 02169

STATE OF MAINE

ANDROSCOGGIN, SS.

AUGUST 25, 2010

On this 25th day of August, 2010, before me, the undersigned notary public, personally appeared PATRICK SMITH, and acknowledged the foregoing instrument as his/~~her~~ free act and deed.

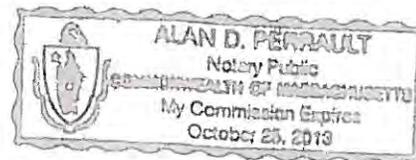
[Signature]
Notary Public
Printed name: PHILIP M. ISAACSON
My Commission Expires: 06/01/13

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

On this 15th day of September, 2010, before me, the undersigned notary public, personally appeared Jay Cashman, as Manager of Patriot Renewables, LLC proved to me through satisfactory evidence of identification, which was a Massachusetts drivers 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 as Manager of Patriot Renewables, LLC.

[Signature]
Notary Public
My Commission Expires:



Attachment I to Notice of Lease
 Property Description

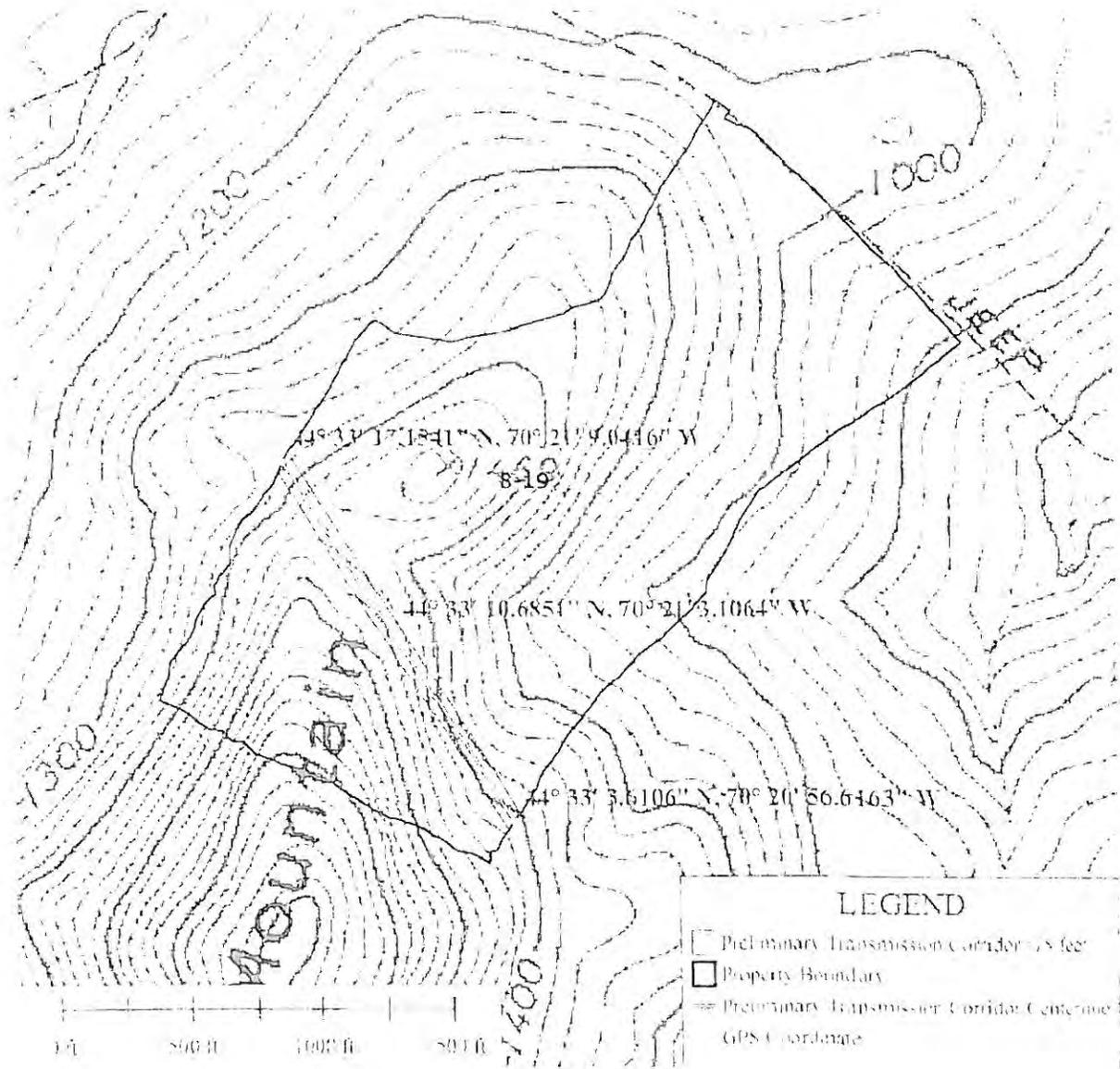


Exhibit C
Landlord's Disclosure of Liens

NONE

RECEIVED

APR - 8 2010

OPTION TO ACQUIRE EASEMENT

This Agreement is dated 7/3/10, 2010, by and between **DAYLE STONE** (the "GRANTOR"), an individual with a mailing address of 820 Sebec Village Road, Sebec, ME 04481 and **SADDLEBACK RIDGE WIND, LLC**, a Massachusetts limited liability company with a mailing address of 549 South Street, Quincy, MA 02169 (the "GRANTEE").

In consideration of \$5,000 to be made and the covenants, conditions and obligations to be observed and performed by GRANTEE set forth in this agreement, GRANTOR and GRANTEE agree as follows:

1. **GRANT OF OPTION.** GRANTOR hereby grants to GRANTEE an option (the "Option"), for the period and upon and subject to the terms and conditions contained in this Agreement, to acquire an easement over and across Grantor's lands in Carthage, Maine, recorded on Book 1912, Pages 321-322 and Book 2647, Pages 346-347 in the Franklin County Registry of Deeds and generally set forth on **Exhibit A**, for the purpose of preparing, laying, constructing, maintaining, operating, altering, improving and repairing transmission lines in a single transmission corridor extending from GRANTEE's Saddleback Ridge Wind Project in Carthage, Maine to the high voltage transmission line know as the "229 Line" in Canton, Maine through property in Carthage Maine owned by GRANTOR (the "Transmission Corridor Easement" or "Easement").

Land owned by GRANTOR to be encumbered by the Easement contemplated herein and as identified on the attached **Exhibit A** (hereinafter referred to as "Encumbered Lands") shall be contained within a corridor of land not to exceed sixty (60) feet in width. Exhibit A depicts a preliminary route. At the time of exercise, if any, as provided in Section 4 below, GRANTEE shall designate the final route and clearing limits. GRANTEE will keep Transmission Corridor Easement along the northern and eastern boundaries of the Encumbered Lands.

Except as otherwise specifically set forth in this Agreement or as agreed to by the parties, conveyance of the Easement on exercise of the Option shall be on substantially the terms and conditions set forth in the form of easement attached as **Exhibit B** to this Agreement permitting GRANTEE to construct, install, access and operate the Transmission Corridor Easement on and across the Encumbered Lands on the terms and conditions set forth therein. The parties anticipate that the location of the centerline of the Transmission Corridor Easement will be located within the route as depicted on **Exhibit A**.

The location of the Easement contemplated herein shall be depicted on survey plans and by metes and bounds descriptions prepared by GRANTEE and reasonably acceptable to GRANTOR. Such survey plans and descriptions shall be provided by GRANTEE to GRANTOR not later than the delivery of the Exercise Notice as defined below.

2. OPTION TERM. The term of the Option shall be for a period commencing on the Effective Date and expiring upon (c) 11:59 p.m. (EST) on December 31, 2013 (the "Option Term"). If GRANTEE fails to exercise the Option within the Option Term, which exercise shall be by written notice in the manner set forth hereafter, GRANTEE's right in the option shall be null, void, and of no further force and effect, and this Agreement shall expire.

3. EASEMENT ACQUISITION PRICE. At Closing, GRANTEE agrees to pay to the GRANTOR the "Easement Acquisition Price" of

All amounts due to GRANTOR hereunder shall be disbursed and payable in accordance with written instructions from GRANTOR.

GRANTOR acknowledges and agrees that the sums payable to it under this Paragraph shall, except as otherwise provided in this Agreement or the Easement, constitute full payment for (i) GRANTEE's normal and customary use of the roads and areas as permitted by the Transmission Corridor Easement, and ordinary wear and tear associated therewith, up to and including the date of the grant of the Transmission Corridor Easement, and (ii) the Transmission Corridor Easement, provided, however, that GRANTEE shall remain liable to GRANTOR and others for maintenance and repairs to such roads and areas or other land or property, other than ordinary wear and tear, caused by such use by GRANTEE. The Parties acknowledge that GRANTOR's receipt of the Easement Acquisition Price shall be in consideration of GRANTOR's satisfaction of all of its obligations hereunder, including delivery of the Transmission Corridor Easement to GRANTEE. Notwithstanding anything to the contrary herein, GRANTEE shall be responsible for any penalties arising from withdrawal of any portion of the Encumbered Lands or any other lands of GRANTOR classified under the Maine Tree Growth Tax Law or any similar tax classification arising from this Option Agreement, any clearing contemplated herein, any request by GRANTOR that such properties be removed as provided below, and the terms and conditions of the Transmission Corridor Easement. This obligation shall survive termination of this Agreement. Promptly upon GRANTOR's receipt of GRANTEE's Exercise Notice (as that term is defined below), GRANTOR shall request that the municipality withdraw from such classification any portion of the Transmission Corridor Easement that is classified under the Maine Tree Growth Tax Law or any similar tax classification. The Parties further acknowledge that at Closing (as defined herein), if applicable, GRANTEE must withhold from the total consideration paid for the Easement the amount required pursuant to 36 M.R.S.A. §5250-A, unless GRANTOR provides prior to Closing an exemption or reduction certificate from the State of Maine.

4. OPTION EXERCISE. The Option shall be exercised by delivering written notice from GRANTEE to GRANTOR before the expiration of the Option Term ("Exercise Notice"). The Exercise Notice shall a) designate the proposed corridor route that will constitute the Encumbered Lands over which the Transmission Corridor Easement will be located and b) affirmatively state that the GRANTEE exercises the Option without condition or qualification. Upon delivery of the Exercise Notice, GRANTEE shall become obligated to acquire and GRANTOR shall become obligated to grant the Easement pursuant to the terms of this Agreement and the Transmission Corridor Easement. Within thirty (30) business days after

exercise of the Option, GRANTEE shall pay to GRANTOR the Easement Acquisition Price, in immediately available funds, and the parties shall execute and deliver the Transmission Corridor Easement at a closing (the "Closing") at a location in the State of Maine designated by GRANTOR.

5. AUTHORITY. The persons executing this Agreement hereby warrant and represent that they each have the authority to bind their respective corporations or individuals to its terms, have been duly authorized by their respective corporations to do so, and have full corporate authority to perform the obligations contemplated by this Agreement. Each party shall, upon request of the other party, provide such other evidence of authority as may be reasonably required by the requesting party.

6. RIGHT OF ENTRY. During the term of this Agreement, GRANTEE and its contractors and agents shall have the right to enter the Encumbered Lands, at any time for the purposes of inspection, survey work, engineering tests, and/or other testing. GRANTEE agrees to indemnify and hold harmless GRANTOR from any and all liability, costs, harm, damages, expenses and claims incurred by or made against GRANTOR for injury to person(s) or damage to property resulting from the exercise by or on behalf of GRANTEE of such right of entry. If GRANTEE does not exercise the Option hereunder and acquire the Easement, GRANTEE further agrees to repair any and all damage to the Encumbered Lands caused by such entry.

7. MEMORANDUM OF OPTION. GRANTOR and GRANTEE agree that this document will not be recorded but both parties will execute a Memorandum of Option that will be recorded by GRANTEE.

8. MISCELLANEOUS.

(a) Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both GRANTEE and GRANTOR. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. For purposes of this Agreement, a facsimile signature shall be deemed an original.

(b) Notice. 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 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: (i) if to GRANTOR: Dayle Stone, 820 Sebec Village Road, Sebec, ME 0448.1and (ii) if to GRANTEE: Saddleback Ridge Wind, LLC, 549 South Street, Quincy, MA 02169. GRANTEE, its successors and assigns, shall keep GRANTOR advised of its current mailing address and the representative of GRANTEE who will handle inquiries and notifications.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to conflicts of law principles.

(d) Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement. GRANTEE may not assign this Agreement without the prior written consent of GRANTOR, which consent shall not be unreasonably withheld.

(e) Time. Time is of the essence under this Agreement.

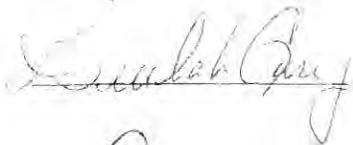
(f) Headings. The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

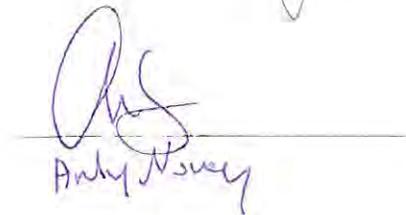
(g) Cost of this Agreement. Any cost and/or fees incurred by the GRANTEE or GRANTOR in preparing and executing this Agreement shall be borne by the respective party incurring such cost and/or fee, other than as provided herein.

(h) Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between GRANTOR and GRANTEE and supersedes all prior discussions and agreements whether written or oral between GRANTOR and GRANTEE with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between GRANTOR and GRANTEE with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both GRANTOR and GRANTEE with the formalities hereof.

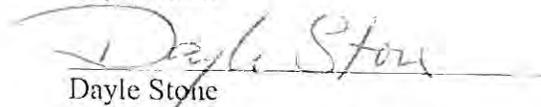
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of April 3, 2010.

Witness:




Andy Mowery

Dayle Stone


Dayle Stone

SADDLEBACK RIDGE WIND, LLC

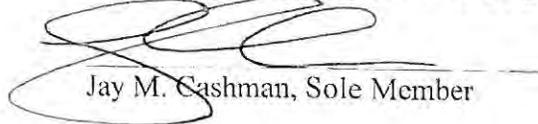

Jay M. Cashman, Sole Member

EXHIBIT A

Encumbered Lands in Carthage, Maine

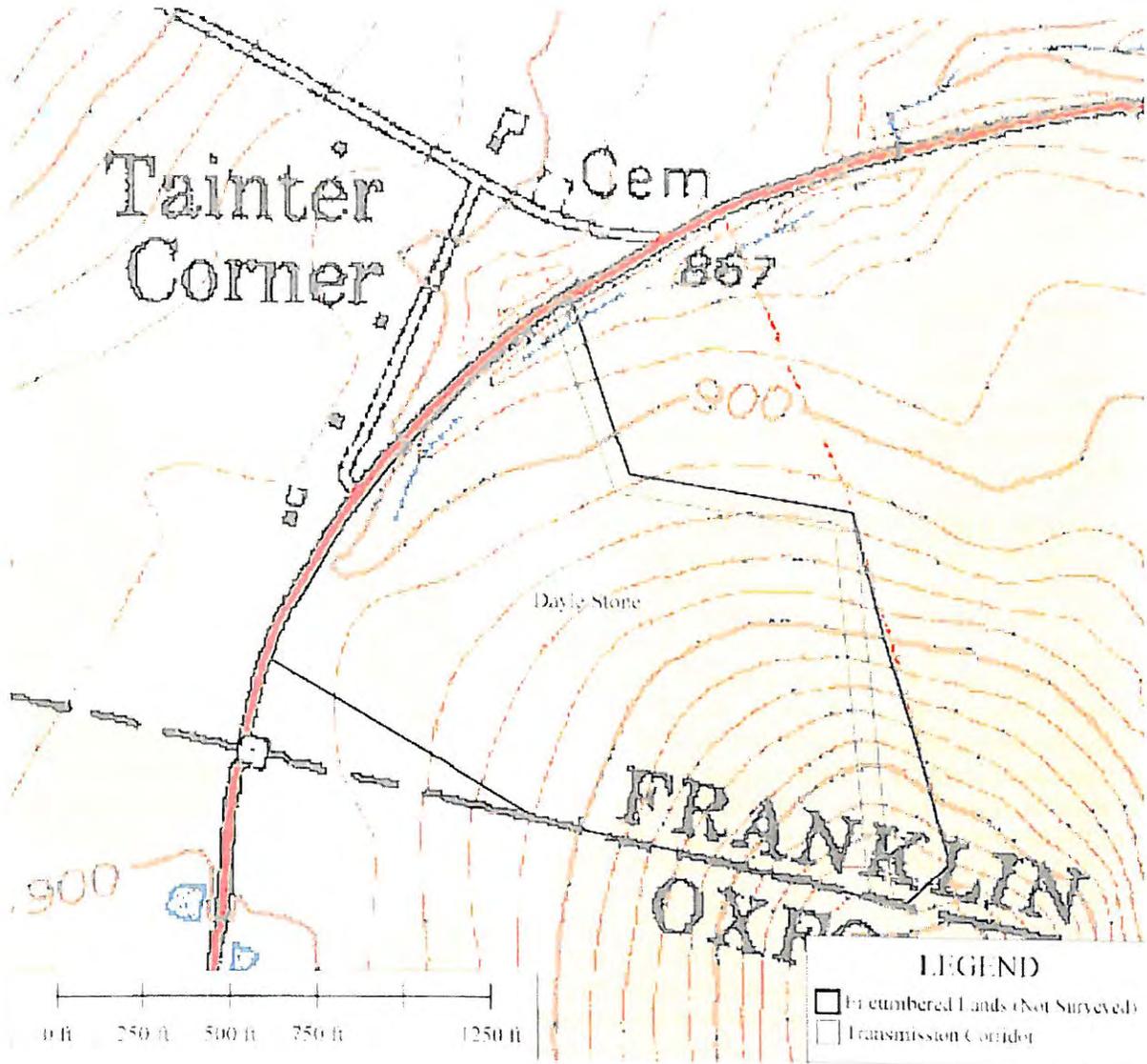


EXHIBIT B

TRANSMISSION CORRIDOR EASEMENT

THIS EASEMENT is granted and conveyed by DAYLE STONE, with a mailing address of 820 Sebec Village Road, Sebec, ME 04481 ("Grantor"), to SADDLEBACK RIDGE WIND, LLC, a Massachusetts limited liability company with a mailing address of 549 South Street, Quincy, MA 02169 ("Grantee").

WHEREAS, Grantor is the owner of 45 acres in Carthage, Franklin County, Maine recorded on Book 1912, Pages 321-322 and Book 2647, Pages 346-347 in the Franklin County Registry of Deeds; and

WHEREAS, Grantee desires to use a portion of such lands for purposes of preparing, laying, constructing, maintaining, operating, altering, improving and repairing a single 34.5kV transmission line extending from the Town of Carthage and the Grantee's proposed Saddleback Ridge Wind Project in accordance with the terms set forth below (the "Permitted Use"), which portion is more generally depicted on the Plans attached hereto as Schedule A (the "Plans") and more particularly bounded and described below, and which portion is hereinafter referred to as the "Transmission Corridor Easement Property."

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, with Quitclaim Covenant (effective as of the time of delivery hereof), a non-exclusive easement (the "Transmission Corridor Easement") over and upon the Transmission Corridor Easement Property, for the following purposes: To enter upon the Transmission Corridor Easement Property at any time with men and all necessary tools and machinery for the purposes described herein; to clear vegetation, including timber, 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 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 to execute the Permitted Use upon, along, across, and beneath the Transmission Corridor 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 to execute the Permitted Use upon, along, across, and beneath the Transmission Corridor Easement Property; the right within the Transmission Corridor Easement Property to use existing roads and to construct those new roads 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 transmit electricity over said wires, cables or apparatus at such lawful pressure and for such lawful purposes as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use; the right to clear and keep the Transmission Corridor 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 Transmission Corridor Easement Property as are reasonably necessary to restrict recreational vehicles or other public access from the Transmission Corridor Easement Property.

The Transmission Corridor Easement shall be exercised within the Transmission Corridor Easement Property, being a corridor of sixty (60) feet in width, the centerline of which is identified by reference to those coordinates set forth at Schedule A-1 attached hereto and made a part hereof. Notwithstanding the foregoing, in the event of any conflict between the coordinates at Schedule A-1 and the final location of the 34.5 kV power line as constructed within the Transmission Corridor Easement Property, the centerline of the 34.5 kV power line as constructed within the Transmission Corridor Easement Property shall determine the centerline of said 60-foot-wide strip.

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 Transmission Corridor 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 (hereinafter "Danger Trees").

GENERAL CONDITIONS

It is expressly understood that the foregoing easement rights are granted to Grantee subject to the following conditions, limitations and stipulations:

1. Permitted Use. Grantor conveys the Transmission Corridor Easement to Grantee only for the Permitted Use and related uses described above and hereby expressly reserves any and all other rights to the properties encumbered hereby. No other use of any kind by Grantee of the easement rights or the lands described herein will be permitted by Grantor nor may be authorized or permitted by Grantee. This conveyance is executed and delivered by Grantor without representation or warranty, express or implied, as to the condition of the property or property interest hereby conveyed or as to its fitness, merchantability or suitability for the use or uses permitted hereby or otherwise or as to the existence, non-existence, extent or nature of defects of any kind or character therein or thereon and whether patent or latent.
2. Compliance with Laws. Grantee shall comply, at Grantee's expense, with all applicable permits, licenses, laws, regulations, rules and orders with respect to Grantee's exercise of the easements granted hereunder, and all related equipment, electricity, materials and improvements constructed or operated by Grantee hereunder, regardless of when they become effective. Grantee assumes the full responsibility of obtaining any and all required permits or licenses necessary for its exercise of the easements granted hereunder, and shall fully comply with all of the applicable permits, licenses, laws, rules, regulations, and requirements of any government, authority, agency, commission, or regulatory body ("governmental authority"), particularly (by way of example and not limitation) as the same may relate to protection of the environment, water, and air and the prevention of forest fires. If (a) Grantor or Grantee shall receive notice from any such government authority of any failure by Grantee to comply with such permits, licenses, laws, regulations, rules and orders in connection with Grantee's exercise of the easements granted hereunder (a "Violation"), and (b) Grantee shall fail to cure such Violation within ninety (90) days after Grantee receives written notice of such Violation from Grantor or any such government authority or within such earlier time period as may be required under such written notice by any such governmental authority, then Grantor, at its option, shall have the right to temporarily suspend Grantee's activities hereunder until Grantee provides Grantor with evidence of compliance acceptable to Grantor; provided, however, that if a timely good-faith application or appeal is made by Grantee with respect to a Violation and is pending on said deadline, then Grantor shall not exercise any such right to temporarily suspend Grantee's activities until a final

administrative decision has been made on such application or appeal, so long as Grantee ceases any ongoing activities which are asserted by such governmental authority to constitute a Violation.

3. Indemnification. 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 Transmission Corridor Easement, including, but not limited to, the use of the Transmission Corridor Easement Property by Grantee, its employees, agents, and independent contractors, (b) Grantee's failure to comply with applicable permits, licenses, laws, regulations, rules and orders (including, without limitation, those of any federal or state Environmental Protection Agency or any other federal or state environmental, air, water or land protection agency) relating to Grantee's use of the Transmission Corridor Easement or Transmission Corridor Easement Property, or (c) any lien on any of Grantor's property, including but not limited to the Transmission Corridor Easement Property, arising in connection Grantee's operations. The obligations herein shall survive any termination of this Transmission Corridor Easement.

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: (i) the use of the Transmission Corridor Easement Property by Grantor, its employees, agents, and independent contractors, or (ii) Grantor's failure to comply with applicable laws, regulations, rules and orders (including, without limitation, those of any federal or state Environmental Protection Agency or any other federal or state environmental, air, water or land protection agency) relating to Grantor's use of the Transmission Corridor Easement Property.

4. Property Taxes. Grantee shall be responsible for any increase in real and personal property taxes assessed against Grantor or lands of Grantor resulting from (a) personal property of Grantee, or (b) improvements made by Grantee to the Transmission Corridor Easement Property. Grantee shall be responsible for any penalties arising from withdrawal of any portion of the Transmission Corridor Easement Property or any other lands of Grantor classified under the Maine Tree Growth Tax Law or any similar tax classification arising from the Option to Acquire Easement Agreement among Grantor and Grantee, Grantor's clearing of any portion of the Transmission Corridor Easement Property, any request by Grantor that any properties be removed as provided in the Option Agreement, or this Transmission Corridor Easement. The obligations herein shall survive any termination of this Transmission Corridor Easement.
5. Clearing Operations. Grantee agrees to compensate Grantor for any timber harvested for the Transmission corridor at the then market value of any stumpage. Grantee agrees to give Grantor first Right of Refusal on any harvesting subcontracts on Grantor's Property.
6. Insurance to be Carried by Grantee. During the term of its operations hereunder and this Easement, 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 \$1,000,000, 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, (ii) Grantor reserves the right to periodically increase the foregoing amounts of required coverage to reflect industry standards and customary practices of Grantor, and (iii) 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. Grantee shall provide certificates or other proof of such insurance when reasonably requested by Grantor.

- 7 Protection of Grantor's Property. Grantee shall not allow any Hazardous Substances to be stored, located, discharged, generated, released, possessed, managed, processed or otherwise handled on Grantor's Property, including but not limited to the Transmission Corridor Easement Property, except Hazardous Substances which (a) are stored, generated, discharged, possessed, managed, processed or otherwise handled by Grantee pursuant to validly issued permits issued by the applicable governmental authority which are in full force and effect held by Grantee, and (b) are used, stored, disposed of and handled in compliance with and in quantities permitted by all applicable Environmental Protection Laws, and Grantee shall comply with all Environmental Protection Laws affecting its use and exercise of the rights conferred herein and its operations hereunder, including those laws regarding the generation, storage, disposal, release and discharge of Hazardous Substances. For purposes of this Easement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material in quantity or concentration defined as such in (or for purposes of) or regulated under the Comprehensive Environmental Response, Compensation and Liability Act, any "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, "Environmental Protection Laws"). Grantee assumes all risks and liability of any kind and nature incident to, occasioned by, or resulting in any manner from its use and exercise of the rights conferred herein and its operations hereunder, and agrees to keep the Grantor's property, including but not limited to the Transmission Corridor Easement Property, duly and fully protected against liens of every character arising in connection with or resulting from the same. The obligations herein shall survive any termination of this Transmission Corridor Easement.

- 8 Maintenance of Transmission Corridor Easement Property. Grantee shall maintain its improvements and personal property, including without limitation its power line, within the Transmission Corridor Easement Property in good repair. Grantee shall at all times keep the Transmission Corridor Easement Property in safe and clean condition, and Grantee shall not deposit or scatter or allow the depositing or scattering of any type of waste, broken equipment, used cans or containers, or other debris on the Grantor's property, including but not limited to the Transmission Corridor Easement Property, but shall keep the same free and clear of all such refuse; provided, however, that nothing contained herein shall be deemed to require Grantee to maintain (or clean up after any user of) any road or trail crossings. Within a reasonable time after completion of installation of the power line, Grantee shall level, fill and remove its refuse from the Transmission Corridor Easement Property, and render the surface of the land to as near its original (cleared) condition as may be practicable.

9. Condition of Transmission Corridor Easement Property. Grantee acknowledges and declares that neither Grantor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Grantor, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, upon which Grantee has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Transmission Corridor Easement Property except as may be set forth herein.
10. Successors and Assigns. 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.
11. Notices. 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, Dayle Stone, 820 Sebec Village Road, Sebec, ME 04481; and if to Grantee, Saddleback Ridge Wind, LLC, 549 South Street, Quincy, MA 02169 (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. Severability. 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..
13. Governing Law. This Easement shall be construed and interpreted in accordance with the laws of the State of Maine. All and any disputes arising out of or in connection with this Easement shall be adjudicated in the federal or state courts located in the State of Maine, to whose jurisdiction the parties hereby irrevocably submit for such purposes.
14. Entire Agreement. This Easement, and those provisions of the Option to Acquire Easement Agreement that survive termination of that option agreement, constitute the entire understanding of the parties with respect to its subject matter. This Easement may not be altered or amended except by a writing signed by both parties.

To have and to hold said right of way and easement with all privileges and appurtenances hereof unto Grantee, its successors and assigns forever

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this _____ day of _____, 2010.

Witness: Grantor: **Dayle Stone**

By: DO NOT SIGN - EXHIBIT
Dayle Stone

STATE OF MAINE
COUNTY OF _____

Then personally appeared Dayle Stone who acknowledged the foregoing instrument to be his free act and deed.

Before me this _____ day of _____, 2010

DO NOT SIGN - EXHIBIT
Printed Name: _____
Notary Public
My Commission Expires: _____

Witness: Grantee: **SADDLEBACK RIDGE WIND, LLC**

By: DO NOT SIGN - EXHIBIT
Jay M. Cashman, Sole Member

STATE OF MASSACHUSETTS
COUNTY OF NORFOLK

Then personally appeared the above named Jay M. Cashman, Sole Member of Saddleback Ridge Wind, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me this _____ day of _____, 2010.

DO NOT SIGN - EXHIBIT
Printed Name: _____
Notary Public
My Commission Expires: _____

SCHEDULE A to Exhibit B

The Plats

SCHEDULE A-1 to Exhibit B

Coordinates

Memorandum of Option

Optionor: Dayle Stone
Optionee: Saddleback Ridge Wind, LLC

Description of Option Premises: Transmission corridor easement affecting lands of Grantor in Carthage, Maine: a 45-acre parcel recorded on Book 1912, Pages 321-322 and Book 2647, Pages 346-347 in the Franklin County Registry of Deeds, generally set forth on Exhibit A attached hereto.

Date of Option: April 4, 2010

Term of Option: Dec 31, 2013

In witness whereof, Dayle Stone has hereunto caused this instrument to be signed and sealed by the undersigned duly authorized this 4th day of April, 2010.

Witness: Dayle Stone
By: Dayle Stone
Dayle Stone

STATE OF MAINE
Franklin County
11/3, 2010

Personally appeared the above named Dayle Stone, and acknowledged before me the foregoing instrument to be his free act and deed.

Notary Public
Print or type name as signed
My Commission Expires 6/10/14

OPTION TO ACQUIRE EASEMENT

This Agreement is dated October 4, 2010, by and among **THORNDIKE & SONS, INC.** (the "GRANTOR"), a Maine corporation with a mailing address at 26 South Main Street, P.O. Box 260, Strong, ME 04983, and **PATRIOT RENEWABLES, LLC**, a Massachusetts limited liability company with a mailing address at 549 South Street, Quincy, MA 02169 (the "GRANTEE").

In consideration of _____ made and the covenants, conditions and obligations to be observed and performed by GRANTEE set forth in this agreement, GRANTOR and GRANTEE agree as follows:

1. **GRANT OF OPTION.** GRANTOR hereby grants to GRANTEE an option (the "Option"), for the period and upon and subject to the terms and conditions contained in this Agreement, to acquire an easement over and across Grantor's lands in Dixfield and Canton, Maine, generally set forth on **Exhibit A** for the purpose of preparing, laying, constructing, maintaining, operating, altering, improving and repairing transmission lines in a single transmission corridor extending from one or more proposed wind energy projects on land owned or controlled by GRANTEE or its assigns on Saddleback Mountain in Carthage, Maine, Canton Mountain in Canton, Maine and Colonel Holman Mountain in Dixfield, Maine to the high voltage transmission line know as the "229 Line" in Canton, Maine (the "Transmission Corridor Easement" or "Easement").

Land owned by GRANTOR in Dixfield and Canton, Maine to be encumbered by the Easement contemplated herein and as identified on the attached **Exhibit A** (hereinafter referred to as "Encumbered Lands"), is recorded in the Oxford County Registry of Deeds on Book 2884 Pages 312-316, Book 3317 Pages 16-19, Book 3135 Pages 57-58, Book 3133 Pages 216-217, and Book 3079, Pages 257-258. The Easement shall be contained within a corridor of land not to exceed one hundred (100) feet in width. Exhibit A depicts a preliminary route. At the time of exercise, if any, as provided in Section 4 below, GRANTEE shall designate the final route and clearing limits as well as three means of ingress and egress through GRANTOR's other property, one near the northern end of the Easement and one near the southern end of the Easement ("Access Points").

Except as otherwise specifically set forth in this Agreement or as agreed to by the parties, conveyance of the Easement on exercise of the Option shall be on substantially the terms and conditions set forth in the form of easement attached as **Exhibit B** to this Agreement permitting GRANTEE to construct, install, access and operate the Transmission Corridor Easement on and across the Encumbered Lands on the terms and conditions set forth therein. The parties anticipate that the location of the Access Points and the centerline of the Easement will be determined by GRANTEE'S environmental studies and engineering requirements and will be defined when the option is exercised.

The location of the Easement and Access Points contemplated herein shall be depicted on survey plans and by metes and bounds descriptions prepared by GRANTEE. Such survey plans and descriptions shall be provided by GRANTEE to GRANTOR not later than the delivery of the Exercise Notice as defined below.

2. OPTION TERM. The term of the Option shall be for a period commencing on the Effective Date and expiring upon (c) 11:59 p.m. (EST) on December 31, 2013 (the "Option Term"). If GRANTEE fails to exercise the Option within the Option Term, which exercise shall be by written notice in the manner set forth hereafter, GRANTEE's right in the option shall be null, void, and of no further force and effect, and this Agreement shall expire.

3. EASEMENT ACQUISITION PRICE. At Closing, GRANTEE agrees to pay to the GRANTOR the "Easement Acquisition Price" linear mile or pro-rata fraction.

All amounts due to GRANTOR hereunder shall be disbursed and payable in accordance with written instructions from GRANTOR.

GRANTOR acknowledges and agrees that the sums payable to it under this Paragraph shall, except as otherwise provided in this Agreement or the Easement, constitute full payment for (i) GRANTEE's normal and customary use of the roads and areas as permitted by the Transmission Corridor Easement, and ordinary wear and tear associated therewith, up to and including the date of the grant of the Transmission Corridor Easement, and (ii) the Transmission Corridor Easement, provided, however, that GRANTEE shall remain liable to GRANTOR and others for maintenance and repairs to such roads and areas or other land or property, other than ordinary wear and tear, caused by such use by GRANTEE. The Parties acknowledge that GRANTOR's receipt of the Easement Acquisition Price shall be in consideration of GRANTOR's satisfaction of all of its obligations hereunder, including delivery of the Transmission Corridor Easement to GRANTEE. Notwithstanding anything to the contrary herein, GRANTEE shall be responsible for any penalties arising from withdrawal of any portion of the Encumbered Lands or any other lands of GRANTOR classified under the Maine Tree Growth Tax Law or any similar tax classification arising from this Option Agreement, any clearing contemplated herein, any request by GRANTOR that such properties be removed as provided below, or the terms and conditions of the Transmission Corridor Easement. This obligation shall survive termination of this Agreement. Promptly upon GRANTOR's receipt of GRANTEE's Exercise Notice (as that term is defined below), GRANTOR shall request that the municipality withdraw from such classification any portion of the Transmission Corridor Easement that is classified under the Maine Tree Growth Tax Law or any similar tax classification. GRANTEE will put the estimated resulting penalty amount from the Maine Tree Growth Tax Law into an escrow account prior to exercising the option. The Parties further acknowledge that at Closing (as defined herein), GRANTEE must withhold from the total consideration paid for the Easement the amount required pursuant to 36 M.R.S.A. §5250-A, if applicable, unless GRANTOR provides prior to Closing an exemption or reduction certificate from the State of Maine.

4. **OPTION EXERCISE.** The Option shall be exercised by delivering written notice from GRANTEE to GRANTOR before the expiration of the Option Term (“Exercise Notice”). The Exercise Notice shall a) designate the proposed corridor route that will constitute the Encumbered Lands over which the Transmission Corridor Easement will be located, b) designate the Access Points for the Transmission Corridor Easement, and c) affirmatively state that the GRANTEE exercises the Option without condition or qualification. Upon delivery of the Exercise Notice, GRANTEE shall become obligated to acquire and GRANTOR shall become obligated to grant the Easement pursuant to the terms of this Agreement. Within thirty (30) business days after exercise of the Option, GRANTEE shall pay to GRANTOR the Easement Acquisition Price, in immediately available funds, and the parties shall execute and deliver the Transmission Corridor Easement at a closing (the “Closing”) at a location in the State of Maine designated by GRANTOR. At Closing, Grantee may designate another party as its nominee to receive the grant of easement rights contemplated hereby.

5. **AUTHORITY.** The persons executing this Agreement hereby warrant and represent that they each have the authority to bind their respective corporations or individuals to its terms, have been duly authorized by their respective corporations to do so, and have full corporate authority to perform the obligations contemplated by this Agreement. Each party shall, upon request of the other party, provide such other evidence of authority as may be reasonably required by the requesting party.

6. **RIGHT OF ENTRY.** During the term of this Agreement, GRANTEE and its contractors and agents shall have the right to enter the Encumbered Lands, at any time for the purposes of inspection, survey work, engineering tests, and/or other testing. GRANTEE agrees to indemnify and hold harmless GRANTOR from any and all liability, costs, harm, damages, expenses and claims incurred by or made against GRANTOR for injury to person(s) or damage to property resulting from the exercise by or on behalf of GRANTEE of such right of entry. If GRANTEE does not exercise the Option hereunder and acquire the Easement, GRANTEE further agrees to repair any and all damage to the Encumbered Lands caused by such entry.

7. **MEMORANDUM OF OPTION.** GRANTOR and GRANTEE agree that this document will not be recorded but will execute a Memorandum of Option that will be recorded has previously executed and delivered to GRANTEE a memorandum of option as set forth in **Exhibit C**. The MEMORANDUM OF OPTION will be recorded in the Registry of Deeds for the Property’s locations.

8. **MISCELLANEOUS.**

(a) **Execution by Both Parties.** This Agreement shall not become effective and binding until fully executed by both GRANTEE and GRANTOR. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. For purposes of this Agreement, a facsimile signature shall be deemed an original.

(b) **Notice.** 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 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.: (i) if to GRANTOR: Thorndike & Sons, Inc., 26 South Main Street, Strong, ME 04983 and (ii) if GRANTEE: Patriot Renewables, LLC, 549 South Street, Quincy, MA 02169. GRANTEE, its successors and assigns, shall keep GRANTOR advised of its current mailing address and the representative of GRANTEE who will handle inquiries and notifications.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to conflicts of law principles.

(d) Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement. GRANTEE may not assign this Agreement without the prior written consent of GRANTOR, which consent shall not be unreasonably withheld; provided, however, that following its exercise of this Option, Grantee may designate a nominee to receive the grant of easement rights at Closing; and further subject to the provisions governing further assignment as are set forth in the draft Easement attached hereto as Exhibit B.

(e) Time. Time is of the essence under this Agreement.

(f) Headings. The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(g) Cost of this Agreement. Any cost and/or fees incurred by the GRANTEE or GRANTOR in preparing and executing this Agreement shall be borne by the respective party incurring such cost and/or fee, other than as provided herein.

(h) Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between GRANTOR and GRANTEE and supersedes all prior discussions and agreements whether written or oral between GRANTOR and GRANTEE with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between GRANTOR and GRANTEE with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both GRANTOR and GRANTEE with the formalities hereof.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of October 4, 2010.

Witness:



THORNDIKE & SONS, INC.


Karen Thorndike



PATRIOT RENEWABLES, LLC

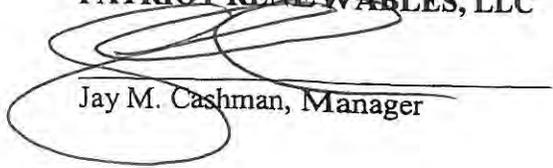

Jay M. Cashman, Manager

EXHIBIT B

TRANSMISSION CORRIDOR EASEMENT

THIS EASEMENT is granted and conveyed by **THORNDIKE & SONS, INC.**, a Maine corporation with a mailing address of 26 South Main Street, Strong, ME 04983 ("Grantor"), to **PATRIOT RENEWABLES, LLC**, a Massachusetts limited liability company with a mailing address of 549 South Street, Quincy, MA 02169 ("Grantee"), or to its permitted assigns as set forth below.

WHEREAS, Grantor is the owner of certain lands in Dixfield and Canton, Oxford County, Maine; and

WHEREAS, Grantee desires to use a portion of such lands for purposes of preparing, laying, constructing, maintaining, operating, altering, improving and repairing one or more 34.5kV transmission lines on no more than one set of poles in one corridor extending from one or more proposed wind energy projects on land owned or controlled by Grantee or its assigns on Saddleback Mountain in Carthage, Maine, Canton Mountain in Canton, Maine and Colonel Holman Mountain in Dixfield, Maine in accordance with the terms set forth below (the "Permitted Use"), which portion is more generally depicted on the Plans attached hereto as Schedule A (the "Plans") and more particularly bounded and described below, and which portion is hereinafter referred to as the "Transmission Corridor Easement Property"; and

WHEREAS, Grantee desires to have two means of egress over roads on Grantor's property to the Transmission Corridor Easement Property, one in the north and one in the south.

NOW THEREFORE, in consideration of the sum of _____ in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, with Quitclaim Covenant (effective as of the time of delivery hereof), a non-exclusive easement (the "Transmission Corridor Easement") over and upon the Transmission Corridor Easement Property, for the following purposes: To enter upon the Transmission Corridor Easement Property at any time with men and all necessary tools and machinery for the purposes described herein; to clear vegetation, including timber, 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 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 to execute the Permitted Use upon, along, across, and beneath the Transmission Corridor 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 to execute the Permitted Use upon, along, across, and beneath the Transmission Corridor Easement Property; the right within the Transmission Corridor Easement Property to use existing roads and to construct those new roads 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 transmit electricity over said wires, cables or apparatus at such lawful pressure and for such lawful purposes as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use; the right to clear and keep the Transmission Corridor 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 Transmission

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Corridor Easement Property as are reasonably necessary to restrict recreational vehicles or other public access from the Transmission Corridor Easement Property.

The Transmission Corridor Easement shall be exercised within the Transmission Corridor Easement Property, being a corridor of one hundred(100) feet in width, the centerline of which is identified by reference to those coordinates set forth at Schedule A-1 attached hereto and made a part hereof. Notwithstanding the foregoing, in the event of any conflict between the coordinates at Schedule A-1 and the final location of the 34.5 kV power line as constructed within the Transmission Corridor Easement Property, the centerline of the 34.5 kV power line as constructed within the Transmission Corridor Easement Property shall determine the centerline of said 100-foot wide strip. Schedule A-1 will also identify one access road from the north and one access road from the south that Grantee may use to access interior portions of the Transmission Corridor Easement.

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 Transmission Corridor 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 (hereinafter "Danger Trees"). Grantee will provide reasonable advance written notice to Grantor of its vegetation maintenance schedule for the Transmission Corridor Easement Property.

GENERAL CONDITIONS

It is expressly understood that the foregoing easement rights are granted to Grantee subject to the following conditions, limitations and stipulations:

1. Permitted Use. Grantor conveys the Transmission Corridor Easement to Grantee only for the Permitted Use and related uses described above and hereby expressly reserves any and all other rights to the properties encumbered hereby. No other use of any kind by Grantee of the easement rights or the lands described herein will be permitted by Grantor nor may be authorized or permitted by Grantee. This conveyance is executed and delivered by Grantor without representation or warranty, express or implied, as to the condition of the property or property interest hereby conveyed or as to its fitness, merchantability or suitability for the use or uses permitted hereby or otherwise or as to the existence, non-existence, extent or nature of defects of any kind or character therein or thereon and whether patent or latent.
2. Compliance with Laws. Grantee shall comply, at Grantee's expense, with all applicable permits, licenses, laws, regulations, rules and orders with respect to Grantee's exercise of the easements granted hereunder, and all related equipment, electricity, materials and improvements constructed or operated by Grantee hereunder, regardless of when they become effective. Grantee assumes the full responsibility of obtaining any and all required permits or licenses necessary for its exercise of the easements granted hereunder, and shall fully comply with all of the applicable permits, licenses, laws, rules, regulations, and requirements of any government, authority, agency, commission, or regulatory body ("governmental authority"), particularly (by way of example and not limitation) as the same may relate to protection of the environment, water, and air and the prevention of forest fires. If (a) Grantor or Grantee shall receive notice from any such government authority of any failure by Grantee to comply with such permits, licenses, laws, regulations, rules and orders in connection with Grantee's exercise of the easements granted hereunder (a "Violation"), and (b) Grantee shall fail to cure such Violation within ninety (90) days after Grantee receives written notice of such Violation from Grantor or any such government authority or within such earlier time period as may be required under such written notice by any such governmental authority, then Grantor, at its option, shall have the right to temporarily suspend Grantee's activities hereunder until Grantee provides Grantor with

evidence of compliance acceptable to Grantor; provided, however, that if a timely good-faith application or appeal is made by Grantee with respect to a Violation and is pending on said deadline, then Grantor shall not exercise any such right to temporarily suspend Grantee's activities until a final administrative decision has been made on such application or appeal, so long as Grantee ceases any ongoing activities which are asserted by such governmental authority to constitute a Violation.

3. Indemnification. 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 Transmission Corridor Easement, including, but not limited to, the use of the Transmission Corridor Easement Property by Grantee, its employees, agents, and independent contractors, (b) Grantee's failure to comply with applicable permits, licenses, laws, regulations, rules and orders (including, without limitation, those of any federal or state Environmental Protection Agency or any other federal or state environmental, air, water or land protection agency) relating to Grantee's use of the Transmission Corridor Easement or Transmission Corridor Easement Property, or (c) any lien on any of Grantor's property, including but not limited to the Transmission Corridor Easement Property, arising in connection Grantee's operations. The obligations herein shall survive any termination of this Transmission Corridor Easement.

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: (i) the use of the Transmission Corridor Easement Property by Grantor, its employees, agents, and independent contractors, or (ii) Grantor's failure to comply with applicable laws, regulations, rules and orders (including, without limitation, those of any federal or state Environmental Protection Agency or any other federal or state environmental, air, water or land protection agency) relating to Grantor's use of the Transmission Corridor Easement Property.

4. Property Taxes. Grantee shall be responsible for any increase in real and personal property taxes assessed against Grantor or lands of Grantor resulting from (a) personal property of Grantee, or (b) improvements made by Grantee to the Transmission Corridor Easement Property. Grantee shall be responsible for any penalties arising from withdrawal of any portion of the Transmission Corridor Easement Property or any other lands of Grantor classified under the Maine Tree Growth Tax Law or any similar tax classification arising from the Option to Acquire Easement Agreement among Grantor and Grantee, Grantor's clearing of any portion of the Transmission Corridor Easement Property, any request by Grantor that any properties be removed as provided in the Option Agreement, or this Transmission Corridor Easement. The obligations herein shall survive any termination of this Transmission Corridor Easement. Grantee will put the estimated amount of Maine Tree Growth Tax Law penalty into an escrow account prior to exercising this easement.
5. Clearing Operations. Grantee, at Grantor's option, agrees to either compensate Grantor for any timber harvested for the transmission corridor at the then market value of any stumpage, or Grantee will move all timber harvested to a roadside log landings where Grantor can collect and truck off site.

Grantee agrees to give Grantor First Right of Refusal to meet the lowest bid on any harvesting subcontracts on Grantor's Property.

6. Insurance to be Carried by Grantee. During the term of its operations hereunder and this Easement, Grantee shall maintain (a) commercial general liability insurance in an amount not less than \$5,000,000.00 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$1,000,000, 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, (ii) Grantor reserves the right to periodically increase the foregoing amounts of required coverage to reflect industry standards and customary practices of Grantor, and (iii) 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. Prior to exercise of any rights granted herein and thereafter when reasonably requested by Grantor, Grantee shall provide certificates or other proof of such insurance and will list Grantor as additionally insured.

During the term of this Easement, Grantor 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 \$1,000,000, 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) Grantor'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. Grantor shall provide certificates or other proof of such insurance upon the reasonable request of Grantee.

7. Protection of Grantor's Property. Grantee shall not allow any Hazardous Substances to be stored, located, discharged, generated, released, possessed, managed, processed or otherwise handled on Grantor's Property, including but not limited to the Transmission Corridor Easement Property, except Hazardous Substances which (a) are stored, generated, discharged, possessed, managed, processed or otherwise handled by Grantee pursuant to validly issued permits issued by the applicable governmental authority which are in full force and effect held by Grantee, and (b) are used, stored, disposed of and handled in compliance with and in quantities permitted by all applicable Environmental Protection Laws, and Grantee shall comply with all Environmental Protection Laws affecting its use and exercise of the rights conferred herein and its operations hereunder, including those laws regarding the generation, storage, disposal, release and discharge of Hazardous Substances. For purposes of this Easement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material in quantity or concentration defined as such in (or for purposes of) or regulated under the Comprehensive Environmental Response, Compensation and Liability Act, any "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, "Environmental Protection Laws"). Grantee assumes all risks and liability of any kind and nature incident to,

occasioned by, or resulting in any manner from its use and exercise of the rights conferred herein and its operations hereunder, and agrees to keep the Grantor's property, including but not limited to the Transmission Corridor Easement Property, duly and fully protected against liens of every character arising in connection with or resulting from the same. The obligations herein shall survive any termination of this Transmission Corridor Easement.

8. Maintenance of Transmission Corridor Easement Property. Grantee shall maintain its improvements and personal property, including without limitation its power line, within the Transmission Corridor Easement Property in good repair. Grantee shall at all times keep the Transmission Corridor Easement Property in safe and clean condition, and Grantee shall not deposit or scatter or allow the depositing or scattering of any type of waste, broken equipment, used cans or containers, or other debris on the Grantor's property, including but not limited to the Transmission Corridor Easement Property, but shall keep the same free and clear of all such refuse. Within a reasonable time after completion of installation of the power line, Grantee shall level, fill and remove its refuse from the Transmission Corridor Easement Property, and render the surface of the land to as near its original (cleared) condition as may be practicable.
9. Condition of Transmission Corridor Easement Property. Grantee acknowledges and declares that neither Grantor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Grantor, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, upon which Grantee has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Transmission Corridor Easement Property except as may be set forth herein.
10. Successors and Assigns. 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. Grantee may, without the prior consent of Grantor, assign, lease, license, or otherwise transfer its rights hereunder (although held in gross) to one or more additional parties or entities, provided that in no case and under no circumstances shall any such permitted assignment(s), lease(s), license(s) or other transfer(s) ever create rights to serve more than three (3) total wind energy projects under this Transmission Corridor Easement. Grantee shall give Grantor written notice of any such permitted transfer and any such permitted transfer shall only be effective upon execution by the permitted transferee of an assumption agreement in form acceptable to Grantor, and Grantee shall further record such documentation as is necessary to evidence any permitted assignment.
11. Notices. 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, Thorndike & Sons, Inc. c/o Robert Thorndike, 26 South Main Street, Strong, ME 04983; and if to Grantee, Patriot renewables, LLC, 549 South Street, Quincy, MA 02169 (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. Severability. 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..

- 13. Governing Law. This Easement shall be construed and interpreted in accordance with the laws of the State of Maine. All and any disputes arising out of or in connection with this Easement shall be adjudicated in the federal or state courts located in the State of Maine, to whose jurisdiction the parties hereby irrevocably submit for such purposes.
- 14. Entire Agreement. This Easement, and those provisions of the Option to Acquire Easement Agreement that survive termination of that option agreement, constitute the entire understanding of the parties with respect to its subject matter. This Easement may not be altered or amended except by a writing signed by both parties.

To have and to hold said right of way and easement with all privileges and appurtenances hereof unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this _____ day of _____, 2010.

Witness:

Grantor: **Thorndike & Sons, Inc.**

By: DO NOT SIGN - EXHIBIT
Karen Thorndike

STATE OF MAINE
COUNTY OF FRANKLIN

Then personally appeared the above named Karen Thorndike, _____ of Thorndike & Sons, Inc. and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said corporation.

Before me this ___ day of _____, 2010.

DO NOT SIGN - EXHIBIT
Printed Name: _____
Notary Public
My Commission Expires: _____

Witness:

Grantee: **PATRIOT RENEWABLES, LLC**

By: DO NOT SIGN - EXHIBIT
Jay M. Cashman

Its: _____

STATE OF MASSACHUSETTS
COUNTY OF NORFOLK

Then personally appeared the above named Jay M. Cashman, **Manager** of Patriot renewables, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me this ____ day of _____, 2010.

DO NOT SIGN - EXHIBIT

Printed Name: _____

Notary Public

My Commission Expires: _____

SCHEDULE A to Exhibit B
The Plans

SCHEDULE A-1 to Exhibit B
Coordinate

EXHIBIT C

Memorandum of Option

Optionor: **Thorndike & Sons, Inc.**

Optionee: **Patriot Renewables, LLC**

Description of Option Premises: Transmission corridor easement affecting lands of Optionor in Dixfield and Canton, Maine generally set forth on Exhibit A attached hereto.

Date of Option: October 4, 2010

Term of Option: December 31, 2013

In witness whereof, Thorndike & Sons, Inc. has hereunto caused this instrument to be signed and sealed by the undersigned duly authorized this 19 day of October, 2010.

Witness: Sandra Fenniston

THORNDIKE & SONS, Inc.
By: Karen Thorndike
Karen Thorndike

STATE OF MAINE
Franklin County Oct. 19, 2010

Personally appeared the above named Karen Thorndike, in her capacity as President of Thorndike & Sons, Inc., and acknowledged before me the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said corporation.

Sandra M. Mitchell
Notary Public

Sandra m. Mitchell
Print or type name as signed

MORTGAGEE'S CONSENT

FARM CREDIT OF MAINE, ACA, a federal instrumentality organized and existing under the laws of the United States under the Farm Credit Act of 1971, as amended, ("Lender"), having a mailing address of 615 Minot Avenue, Auburn, Maine 04210, holder of a certain mortgage deed granted by Thorndike & Sons, Inc. ("Borrower") dated November 21, 2000 _____ and recorded in the Oxford County (East) Registry of Deeds at Book 1971 Page 186 and UCC financing statement dated November __, 2000 and recorded in the Oxford County (East) Registry of Deeds at Book 1971 Page 201 hereby consents to Borrower's granting to Patriot Renewables, LLC of an option under an Option to Acquire Easement of recent date, and consents to Borrower's execution and recording of a related memorandum of option. Lender further agrees that the interests conveyed to Lender under the aforesaid Mortgage and the security agreement evidenced by the aforesaid UCC Financing Statement shall remain subject to the Option in the event of Lender's foreclosure or other enforcement action, or if Lender accepts a deed in lieu of foreclosure.

Upon Borrower's payment to Lender of whatever portion of the Easement Acquisition Price may be required by Lender when the option is exercised (which payment shall be applied to Borrower's mortgage obligations), and reimbursement of Lender's expenses (including legal fees), Lender shall further execute a recordable consent to the granting of the transmission Corridor Easement, including easements for ingress and egress over the Access Points. Such consent shall provide assurances to the holder of the easements, which are similar to those provided herein.

Grantee herein may record this Consent multiple times as required to provide record evidence of the undersigned's consent to any or all of the foregoing. Capitalized terms herein relating to the easement under option shall have the same meaning as described in the aforesaid Option to Acquire Easement made by and between Borrower and Patriot Renewables, LLC.

IN WITNESS WHEREOF, FARM CREDIT OF MAINE, ACA has caused this instrument to be signed in its corporate name as an instrument under seal, by Robert C. Heinrich, its Vice President hereunto duly authorized, this 4th day of October, 2010.

WITNESS:

Arlene M Chamberland

FARM CREDIT OF MAINE, ACA

By: Robert C. Heinrich

Robert C, Heinrich
Its Vice President
Hereunto Duly Authorized

STATE OF MAINE

Androscoggin COUNTY

October 4, 2010

Then personally appeared the above-named Robert C. Heinrich, in his aforesaid capacity, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Farm Credit of Maine, ACA.

Before me,

Arlene M Chamberland

Name:

Notary Public
~~Maine Attorney-at-Law~~

ARLENE M. CHAMBERLAND
Notary Public, Maine
My Commission Expires December 12, 2010

LAND PURCHASE OPTION AGREEMENT

This Land Purchase Option Agreement (the "Option") is for certain portion real estate being +/-29 acres of +/- 33 acres off Ludden Lane in Canton, Maine, as further described in a deed to Owner (as defined below) dated November 23, 1988 and recorded in the Oxford County (East) Registry of Deeds in Book 4428 at Page 336 (more specifically described in Exhibit A: the original +/- 33-acre property is referred to hereafter as the "Property" and the +/- 29-acre subdivision is hereinafter referred to as the "Subdivision"), owned by Linwood and Roxanne Worster of 387 Chesterville Hill Road, Chesterville, ME 04938 (hereafter referred to as the "Owner"). This Agreement is entered into this 2 day of Sept 2010, (the "Effective Date") between Owner and Patriot Renewables, LLC, of 549 South Street, Quincy, MA 02169 (the "Company"). Company and Owner are referred to collectively as the "Parties" and individually as a "Party". The Subdivision includes all land east of the centerline of Ludden Lane and all rights to maintain and upgrade Ludden Lane for any purpose.

Background

- A. Owner has marketable title in the land described in Exhibit A (the "Property").
- B. Company desires to evaluate this Property for purposes of constructing an electrical substation and ancillary transmission line.
- C. This Land Purchase Option Agreement is an important and necessary component associated with evaluating this Property.

The Parties Agree as follows:**1. Scope of Purchase Option**

- 1.1 **Purchase Option.** Owner hereby grants to Company the irrevocable right and option to purchase the Subdivision, at its sole discretion, on the further terms and conditions herein. Company shall have the option to exercise the Land Purchase Option Agreement at anytime during the Option period (defined below).
- 1.2 **Property Defined.** Owner agrees to subdivide land and to sell all land east of the centerline of Ludden Lane, including all rights to maintain and upgrade Ludden Lane for any purpose. Owner will maintain ownership of all land west of the centerline of Ludden Lane, +/- 4 acres, including all rights to maintain and upgrade Ludden Lane for any purpose. Each Party will own property to the centerline of Ludden Lane, and Owner's deed to Company in the event Company elects to exercise this Option and purchase the Subdivision will grant and/or reserve reciprocal easements to the other Party extending 20 feet beyond the centerline of Ludden Lane sufficient to allow the continued use thereof by Owner for access to Owner's remaining land, and sufficient to allow Company any and all access and utility rights in and to the entirety of Ludden Lane for Company's access to the Subdivision and development of an electrical substation and transmission lines.

- 1.3 **Scope.** Upon executing the Land Purchase Option, (hereafter referred to as the "Option" or "LPO"). Company may enter the Property to conduct due diligence inquiries necessary to evaluate the site's requirements to permit and construct an electrical substation, associated transmission lines and roads for accessing the infrastructure.
 - 1.4 **Project Development and Access.** During the term of the Option, Owner hereby grants to Company the right to enter upon the Property at any time and conduct all activities necessary to study, design and develop the electrical substation and associated transmission lines. These activities include, but are not limited to geotechnical studies and core sampling, archaeological surveys, permitting, photography and other visual studies, interconnection studies, wetland and vernal pool surveys, avian and endangered species surveys, other environmental monitoring studies and operation of all supporting equipment.
 - 1.5 **Exclusivity; No further encumbrances.** The rights granted to the Company under this Option are exclusive and Owner acknowledges that during the term of the Option, Owner shall not grant any lease, easement, or any other interest or further encumbrance in the Property to another person or entity without the Company's consent. Any further encumbrance which does not receive Company's consent shall be void and of no effect.
2. **Option Term.** Commencing upon the execution hereof, the Option Term shall include a 3-year Initial Term with options for two, one-year extensions, for a total of up to 5 years (the "Option Term"), as defined below.
- 2.1 **Initial Term.** The Initial Term shall be for three (3) years starting the date the Option is executed.
 - 2.2 **Extensions** At Company's sole discretion, the Initial Term may be extended for two separate one-year periods on the further terms and conditions below. Company may automatically extend the Option by providing payment to Owner, according to Section 3.2 below, at least 30 days prior to the expiration of the then-current term ("Extension Fee"). The Option shall be automatically extended upon Company's tender of the Extension Fee(s), whether or not accepted, negotiated, or deposited by Owner.
3. **Fees**
- 3.1 **Option Fee.** Company will pay Owner _____ executing the Purchase Option Agreement and _____ at the beginning of years two and three during the Initial Term. The first payment is due at the signing of this Agreement and subsequent payments are due yearly on the anniversary of the Effective Date. Said payments shall be non-refundable (other than in the case of Owner's default) and, if this Option is exercised, will apply to the purchase price thereunder.
 - 3.2 **Extension Fee.** Company shall pay Owner _____ per extension period exercised, with payment due 30 days prior to the end of the then-current term. Said payments shall be non-refundable (other than in the case of Owner's default) and, if this Option is exercised, will apply to the purchase price thereunder.

4. Exercise of Purchase Option Agreement and Purchase Price. Company shall deliver written notice of its exercise of the Option to Owner, at which time the following provisions shall apply:

4.1 Purchase Price. Subject to any adjustments and prorations described herein, the purchase price for the Subdivision shall be _____, less any Option Fee and/or Extension Fee payments made hereunder by Company to Owner during the Option Term. The balance of the purchase price shall be payable by certified check, wire transfer or bank cashier's check at the closing.

4.2 Title. Owner shall convey the Subdivision to Company at the closing in fee simple with good and marketable title, free and clear of liens and encumbrances. In the event that Company determines upon examining title to the Property or Subdivision that Owner would be unable to convey title as aforesaid, Owner shall be given a reasonable period of time after notice from Company, not to exceed sixty (60) days, in which to remedy any title defects during which time the closing date below shall be automatically extended. In the event that said defects cannot be corrected or remedied within said time period, then this Agreement shall terminate. Company may, however, elect to close notwithstanding such defects as may exist. Owner and Company understand and agree that any mortgages and liens on the Subdivision shall not be considered title defects provided that the same shall be discharged at or prior to the closing at Owner's expense.

4.3 Closing. The closing shall take place within thirty (30) days after the date this Option is exercised, at a time and place mutually agreed to in writing by Owner and Company. At the closing, Owner shall execute and deliver to Company, against payment of the balance of the purchase price, a Warranty Deed to the Property with full Warranty Covenants in accordance with the Short Form Deeds Act, 33 M.R.S.A. 761 et seq. (the "Deed").

4.3.1 Owner further agrees to execute and deliver to Company at the closing such Affidavits and Certificates as are reasonably necessary for Company's acquisition and financing of the Subdivision including without limitation a Certificate of Non-Foreign Status (as required by Internal Revenue Service regulations) and a title insurance "Owner's Affidavit" regarding mechanics liens and persons in possession and, if Owner is a corporation, partnership or other legal entity, satisfactory evidence of authority to convey and good standing.

4.4 Adjustments, Prorations and Closing Costs.

4.4.1 Real estate taxes and assessments shall be prorated as of the closing on the basis of the latest available tax bill.

4.4.2 The Maine real estate transfer tax shall be paid for by Owner and Company in accordance with 36 M.R.S.A. 4641-A.

4.4.3 The recording fee for the deed of conveyance shall be paid for by Company.

4.4.4 A portion of the purchase price shall be withheld at the closing by Company if required by 36 M.R.S.A. § 5250-A.

*§ 5250-A DR
not applicable
in MA*

4.5 Possession. Owner shall deliver possession of the Subdivision to Company at the closing, free of all leases, tenancies or occupancies by any person.

4.6 Risk of Loss, Condition of the Property, Damage, Destruction and Insurance.

- 4.6.1 All risk of loss to the Subdivision prior to the closing shall be on Owner, and Owner shall keep the same fully insured against fire and other extended coverage risks until the closing.
- 4.6.2 Owner agrees to: (a) maintain the improvements on the Subdivision in the same condition they are in as of the date hereof, reasonable wear and tear excepted; (b) not permit or suffer waste of the Subdivision, and (c) not permit or suffer any release of any hazardous, special or solid wastes substances or materials in, on or about the Property.
- 4.6.3 In the event that, prior to the closing, any improvements which are part of the Subdivision are destroyed or, in the opinion of Company, substantially damaged, Company may either (a) terminate this Option or, (b) accept the insurance proceeds payable by reason of such damage or destruction and close notwithstanding the same.

4.7 Conditions Precedent to Company's Obligation to Close. Company's obligation to close is subject to the satisfaction, at or before the closing of all of the following conditions:

- 4.7.1 All representations and warranties of Owner contained in this Option shall be true as of the closing.
- 4.7.2 Company shall have received all permits, licenses and approvals necessary for Company's intended use of the Subdivision.
- 4.7.3 The Subdivision shall not have undergone any material adverse physical change or casualty loss, nor the title thereto been further encumbered between the date of the Company's exercise of this Option and the date of Closing thereunder.
- 4.7.4 In the event that any of the foregoing conditions are not satisfied prior to or at the closing, Company shall have the option to terminate this Option, unless any of Owner's representations or warranties should prove untrue or Owner should fail to maintain the Property as agreed herein, then Company shall have the right to require that Owner at Owner's expense make the Property conform thereto.

4.8 Default; Remedies. In the event that Owner fails to close hereunder for a reason other than the default of Company, Company shall have all remedies available at law and equity including the right of specific performance, and/or the right to terminate this Agreement and seek refund of any and all Option Fees, Extension Fees and other monies paid to Owner hereunder. In the event that Company defaults in the performance of its obligations hereunder after exercise of this Option, Owner shall retain the Option Fees and Extension Fees as full and complete liquidated damages in lieu of any other legal or equitable remedy, in which case this Option will terminate and neither party will be under any further obligation hereunder.

5. Timber Rights During Option Term. During the Option Term, Owner shall retain all rights to timber on the Property and may harvest said timber, so long as all federal, state, and local laws are complied with and harvesting is done according to Best Management Practices as defined by the Maine Forest Service.

6. Company's Covenants Duties

6.1 Applicable Laws Company will at all times comply with federal, state, and local laws, statutes, ordinances, rules, regulations, judgments, and all other valid orders of any

governmental authority with respect to Company's activities on the Subdivision. Company will obtain all licenses and permits required to conduct its activities on the Subdivision.

- 6.2 **Restoration.** Within 6 months of the termination of this Option, if it is not exercised, Company will return Subdivision to as reasonable condition as practicable as it was in before the Effective Date, and remove any fixtures it may have installed on Owner's property during the Option Term.

7. Owner's Covenants

- 7.1 **Title.** Owner is the sole owner of the Property, held in fee simple title. Owner and each person signing this Option on behalf of Owner are authorized to do so and all persons having an ownership interest in the Property (including spouses) are signing this Option. When signed by Owner, this Option constitutes a valid and binding agreement enforceable against Owner, according to its terms.

- 7.2 **Use of Property.** Company has the right to enter and use the Subdivision in accordance with this Option. Owner or a person acting on behalf of Owner may not interfere in any way with the rights of Company.

8. **Indemnification.** Each party (the "Indemnifying Party") will defend, hold harmless, and indemnify the other party and the other party's officers, directors, representatives, mortgagees, and agents (the "Indemnified Party") against any losses, damages, claims, liabilities, and expenses for physical damage to property or personal injury to any person, and arising out of (1) any activity conducted by Indemnifying Party on the Property, (2) any negligent or intentional act or omission committed by the Indemnifying Party, (3) any breach of this Option by the Indemnifying Party. This indemnification will not apply to any loss, liability, claim, damage, or expense caused by the negligent or intentional act or omission of the Indemnified Party. This indemnification will survive the term of this Option.

9. Assignment; Encumbrance of Option.

- 9.1 **Company.** Company may transfer or assign any or all rights under this Option without Owner's consent.

- 9.2 **Successors.** This Option will obligate all heirs, successors, and assigns of the parties.

- 9.3 **No Further Encumbrances.** Owner covenants and agrees that it shall not further encumber with any mortgage, lease, or other estate all or any portion of the Subdivision unless such encumbrance subordinates to and/or recognizes the rights of Company hereunder. Any unconsented-to encumbrance shall be void and of no effect against the Company and its interest hereunder.

10. Termination.

This Option will terminate when any of the following events occur:

- 10.1 Company elects to terminate, which becomes effective 30 days after written notice to Owner. Company may terminate at any time.

8/22/19
will see per
Mr. [unclear]

10.2 Upon expiration or non-extension of the Option Term.

10.3 A party defaults on this Option, and the non-defaulting party elects to terminate this Option as referred to in Section 11.

11. **Default.** If an event of default occurs, the non-defaulting party may terminate this Option. An event of default includes:

11.1 Any material breach of this Option that remains uncured after 60 days written notice from the non-breaching party.

11.2 Nonpayment of any fee required by this Option, which remains uncured after 60 days written notice. The defaulting party may challenge the amount owed and initiate dispute resolution (including mediation and/or arbitration), provided such action commences within the above 60-day period.

12. **Force Majeure.** The Parties are not liable or responsible for any delay in carrying out the terms of this Option caused by any act of God, fire, sabotage, shortage of labor or materials, inclement weather, war, restrictive government laws or regulations, or for any other reason outside the control of the Parties.

13. **Miscellaneous.**

13.1 **Governing Law.** This Option is governed and interpreted in accordance with the laws of the State of Maine.

13.2 **Severability.** If any term of this Option is for any reason invalid or unenforceable, the rest of this Option remains in full effect.

13.3 **Waiver/Alteration.** Any term of this Option may be waived, amended, or added as mutually agreed upon in writing by the parties. Any changes will be attached as an addendum to this Option.

13.4 **Entire Agreement.** This Option constitutes the entire agreement between the parties pertaining to its subject matter.

14. **Notice of Option.** Owner and Company agrees that this Option will not be recorded in the public records. The parties will execute a Notice of Option setting forth a description of the property and other terms of this Option, but excluding all terms relating to payments to Owner, as set forth in Exhibit "B". The Notice of Option will be recorded in the East Oxford County Registry of Deeds.

15. **Confidentiality.** The parties will maintain in confidence all information pertaining to the terms of the Option except as necessary to complete this transaction, including disclosure to the parties' officers, directors, attorneys, accountants, consultants, financing sources, and as required by law.

16. Notice All notices required by this Option shall be made in writing and delivered either personally or by certified mail to the parties respective addresses set forth below:

(Signature Page to Follow)

OWNER

COMPANY

Linwood and Roxanne Worster

Patriot Renewables, LLC

[Signature]
[Signature]

Jay Cashman, Manager

Date: Sept. 2, 2010

[Signature]
Date: 9/15/2010

Address:

Address:

387 Chesterville Hill Road
Chesterville, ME 04938

549 South Street
Quincy, MA 02169

STATE OF MAINE

Fredrick, SS.

On this 2nd day of September, 2010, before me, personally appeared
Linwood & Roxanne Worster as _____ of _____ [corporation], as aforesaid
and acknowledged the foregoing instrument as his/her/its free act and deed of [said corporation].

[Signature]
Notary Public
My Commission Expires:

LANA R. CEMODANOWA
Notary Public, Maine
My Commission Expires May 10, 2014

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

On this 15th day of September, 2010, before me, the undersigned notary public, personally
appeared Jay Cashman, as Manager of Patriot Renewables, LLC proved to me through
satisfactory evidence of identification, which was a Massachusetts drivers 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 as Manager of said Patriot Renewables, LLC.

[Signature]
Notary Public
My Commission Expires:

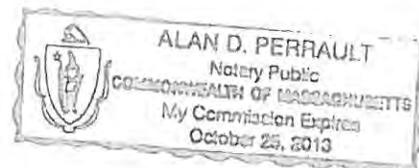


Exhibit A Property Description

I, RITA SMALL, 012737 BOOK 1619 PAGE 001
of R. I. O., Canton, Maine, 04221,
(was) ~~grantee~~ for consideration paid,
grant to LINWOOD E. WORSTER and ROXANNE S. WORSTER, Husband and Wife, both

of RR1, Box 4080, Jay, Maine, 04239,
with ~~standing~~ ~~rights~~, as joint tenants, the land in Canton, Oxford
County, State of Maine, to wit:

A certain lot or parcel of land situated in the town of Canton, County of Oxford,
State of Maine, on the northerly side of the Canton Point Road, and more particu-
larly bounded and described as follows:

Beginning at a point on the northerly side of the Canton Point Road, said point
marking the southwesterly corner of land now or formerly said to be owned by G. B.
Andrews, thence running in a general northerly direction along said Andrews line
to the southerly sideline of land of Central Maine Power Company; thence continuing
in a general northerly direction across said land of Central Maine Power Company
and then along a blazed and pointed line to a corner, thence turning and running
in a general westerly direction, a distance of 500 feet, more or less, to the
center of Ludden Brook; thence turning and running in a general southerly direction
along the center of Ludden Brook to a point where said Ludden Brook intersects the
northerly sideline of the Canton Point Road; thence turning and running in a
general easterly direction along the northerly side of said Canton Point Road to
the point of beginning. Containing approximately 33 acres in area.

EXCEPTING and RESERVING out of the above described property that portion thereof
which is owned by the Central Maine Power Company.

This conveyance is made subject to a certain road or right-of way and the right
of others to use said road as now located and leading from the northerly side of
said Canton Point Road in a northerly direction along the westerly side of the
above described property.

Being a part of the property conveyed to Albert E. Small, Jr. by Albert E. Small
by his warranty deed dated January 17, 1951, and recorded in the Oxford County
Registry of Deeds on May 11, 1962, in Book 618, Pages 59 and 60; also, being a
part of the property conveyed to Albert E. Small, Jr. and Rita Small by Samuel
E. Small, Jean P. McClure, Janet Davis and Roxanne Worster and Albert E. Small III
by their joint tenancy warranty deed dated April 21, 1978, and recorded in the
Oxford County Registry of Deeds on April 28, 1978, in Book 982, Pages 97 and 98.

Albert E. Small, Jr. is now deceased. The within grantor, Rita Small, is the
surviving joint tenant and sole owner of the above described property.

NO REAL ESTATE
TRANSFER TAX PAID

(Small text, likely a stamp or reference code)

Witness my hand and seal this 23rd day of November 19 88.
(Signature)
Rita Small

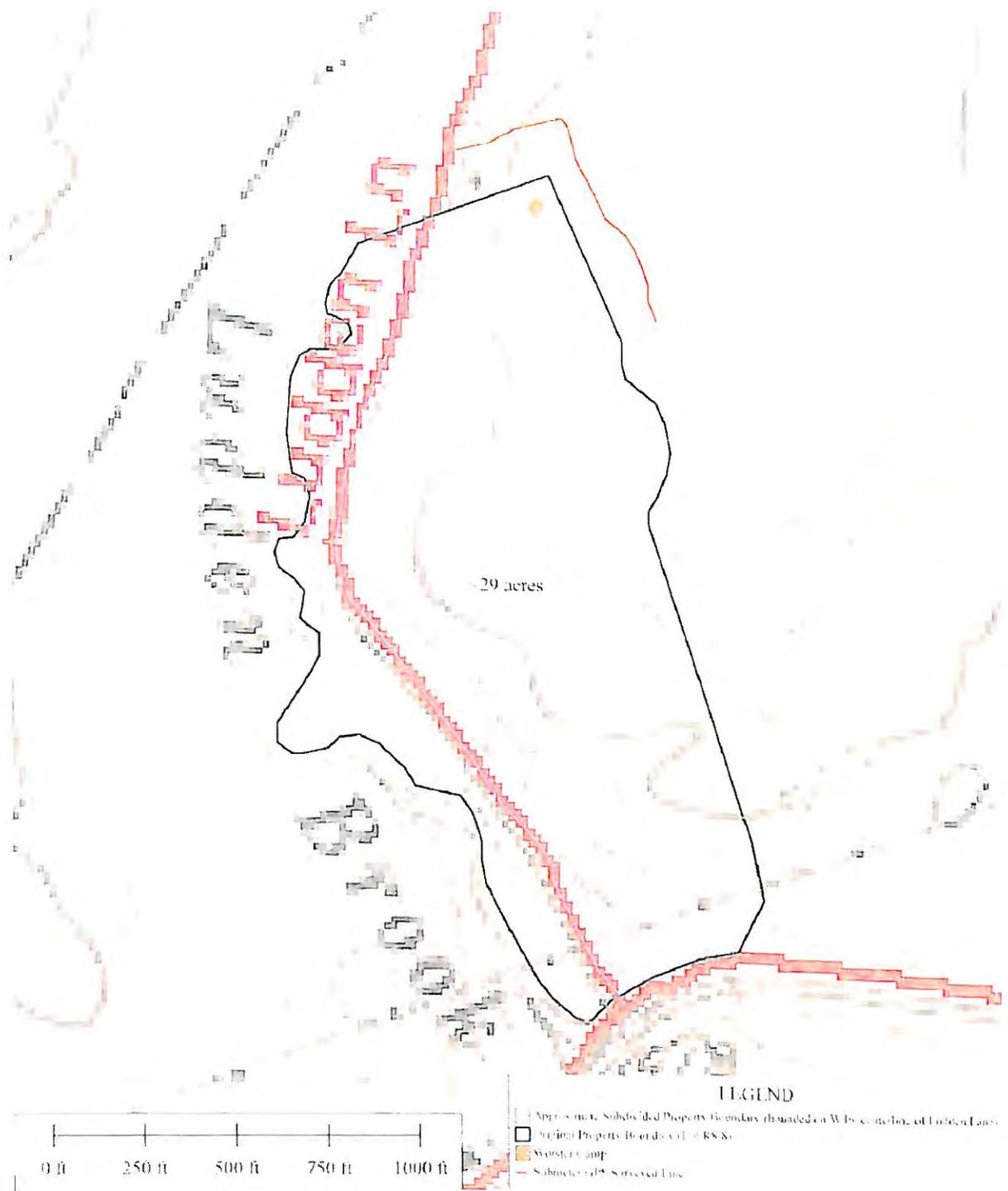
The State of Maine Oxford, ss. November 23, 19 88

That personally appeared the above named
Rita Small

and acknowledged the foregoing instrument to be
Before me *(Signature)* her *(Signature)* and *(Signature)*
Notary Public
My Comm. Expires: 12-28-90

0-33 Acres in the town of Canton, Maine

Map of Property and Subdivision



**Exhibit B
Notice of Option**

This Notice of Option is made this 2 day of Sept, 2010, between Patriot Renewables, LLC, of 549 South Street, Quincy, MA 02169 (the "Company") Linwood and Roxanne Worster of 387 Chesterville Hill Road, Chesterville, ME 04938 (the "Owner").

Background

- A. The parties have entered into an Option Agreement dated 2 Sept, 2010 for the purchase of property identified below.
- B. The parties agree to record this Notice of Option in the Registry of Deeds where the property is located.

Conditions

- Property Description** Company holds an Option to purchase 11-29 acres of - - 33 acres off Ludden Lane in Canton, Maine, as further described in a deed to Owner recorded in the Oxford County (East) Registry of Deeds in Book 4428 at Page 336 (more specifically described in Attachment A, and including all land east of the centerline of Ludden Lane and all rights to maintain and upgrade Ludden Lane for any purpose.
- Term:** The Option shall have an initial term of 3 years, beginning on 2 Sept 2010, 2010, with options to extend for two additional one-year terms.
- Assignment: Covenant Against Further Encumbrances.** Company can assign the terms of the Option, without consent of Owner. Owner may not further encumber the property described herein without the consent of the Company and all such further encumbrances shall be subordinate and subject to Company's Option rights, and all such unconsented-to encumbrances shall be void as against the Company.

(Signature Page to Follow)

OWNER

Linwood and Roxanne Worster

Linwood E. Worster
Roxanne A. Worster

Date: Sept 2, 2010

Address:

387 Chesterville Hill Road
Chesterville, ME 04938

COMPANY

Patriot Renewables, LLC

Jay Cashman, Manager

[Signature]

Date: September 15, 2010

Address:

549 South Street
Quincy, MA 02169

STATE OF MAINE

Franklin, SS.

On this 2nd day of September, 2010, before me, personally appeared Linwood E. and Roxanne S. Worster as _____ of _____ [corporation], as aforesaid and acknowledged the foregoing instrument as his/her/its free act and deed of [said corporation].

[Signature]
Notary Public

My Commission Expires:

LANA R. CEMODANOVS
Notary Public, Maine
My Commission Expires May 10, 2012.

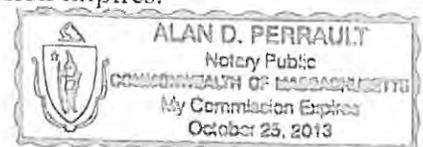
COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

On this 15th day of September, 2010, before me, the undersigned notary public, personally appeared Jay Cashman, as Manager of Patriot Renewables, LLC proved to me through satisfactory evidence of identification, which was a Massachusetts drivers 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 as Manager of said Patriot Renewables, LLC.

[Signature]
Notary Public

My Commission Expires:



Attachment I to Notice of Option Property Description

I, RITA SMALL,

012737

BOOK 1619 PAGE 601

of R.F.D. 1, Canton, Maine, 04221,
(heretofore) for consideration paid,
grant to LINWOOD E. WORSTER and ROXANNE S. WORSTER, Husband and Wife, both

of RR. 1, Box 4080, Jay, Maine, 04239,
with ~~heretofore~~ ^{jointly} tenants, the land in Canton, Oxford
County, State of Maine, to wit,

A certain lot or parcel of land situated in the Town of Canton, County of Oxford,
State of Maine, on the northerly side of the Canton Point Road, and more particu-
larly bounded and described as follows:

Beginning at a point on the northerly side of the Canton Point Road, said point
marking the southwesterly corner of land now or formerly said to be owned by G. B.
Andrews; thence running in a general northerly direction along said Andrews line
to the southerly sideline of land of Central Maine Power Company; thence continuing
in a general northerly direction across said land of Central Maine Power Company
and then along a blazed and painted line to a corner; thence turning and running
in a general westerly direction, a distance of 500 feet, more or less, to the
center of Ludden Brook; thence turning and running in a general southerly direction
along the center of Ludden Brook to a point where said Ludden Brook intersects the
northerly sideline of the Canton Point Road; thence turning and running in a
general easterly direction along the northerly side of said Canton Point Road to
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EXCEPTING and RESERVING out of the above described property that portion thereof
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This conveyance is made subject to a certain road or right-of-way and the right
of others to use said road as now located and leading from the northerly side of
said Canton Point Road in a northerly direction along the westerly side of the
above described property.

Being a part of the property conveyed to Albert E. Small, Jr. by Albert E. Small
by his warranty deed dated January 17, 1951, and recorded in the Oxford County
Registry of Deeds on May 11, 1962, in Book 618, Pages 59 and 60; also, being a
part of the property conveyed to Albert E. Small, Jr. and Rita Small by Samuel
K. Small, Jean R. McGuire, Janet Davis and Roxanne Worster and Albert E. Small III
by their joint tenancy warranty deed dated April 21, 1978, and recorded in the
Oxford County Registry of Deeds on April 28, 1978, in Book 982, Pages 97 and 98.

Albert E. Small, Jr. is now deceased. The within grantor, Rita Small, is the
surviving joint tenant and sole owner of the above described property.

NO REAL ESTATE
TRANSFER TAX PAID

NOTARY PUBLIC STATE OF MAINE

NOTARY PUBLIC STATE OF MAINE

Witness my hand and seal this 23rd day of November 19 88
Rita Small

The State of Maine

Oxford, ss. November 23, 19 88

Then personally appeared the above named

Rita Small

and acknowledged the foregoing instrument to be

Before me,

her *Carol A. Sheart* and seal,
Carol A. Sheart
Notary of the First Attorney at Law - Notary Public
My Comm. Expires: 12-28-90

= 33 Acres in Canton, Maine

Map of Property

