

Section 27
Public Safety

1.0 INTRODUCTION

Recently enacted legislation requires a demonstration that the proposed generating facilities will be constructed with setbacks adequate to protect public safety.¹ Subsequent guidance from the Maine Department of Environmental Protection (MDEP) states that this requirement is fulfilled by a narrative providing evidence that the turbine design meets accepted safety standards, has appropriate overspeed control, and evidence that the generating facilities have been sited with appropriate safety related setbacks.²

2.0 TURBINE DESIGN CERTIFICATION

The Amended Oakfield Wind Project (Project) will use Vestas 3.0-megawatt (MW) wind turbine generators. The turbines conformity with International Electrotechnical Commission standards has been certified by Det Norsk Veritas. (Appendix 27-1).

3.0 SAFETY CONTROLS

The Vestas 3.0-MW 112 turbines are 3-bladed, horizontal-axis, upwind, variable-speed, pitch-regulated turbines. The turbine is designed to Class IIA wind conditions.

The speed and power output is controlled primarily by an active, hydraulic pitch regulation system. The blades are mounted on pitch bearings and can be feathered for shutdown purposes. Each blade has its own independent pitching mechanism capable of feathering the blade under any operating condition. The independent pitch mechanism on each of the blades provides for redundancy.

The wind turbine operates automatically. It is self-starting when the wind speed reaches an average of 3 meters per second (m/s) (about 10 miles per hour [mph]). The output increases approximately linearly with the wind speed until the wind speed reaches 12 to 13 m/s (about 30 mph). At this point, the power is regulated at rated power.

If the average wind speed exceeds the maximum operational limit of 25 m/s, the wind turbine will shut down automatically by feathering of blades. The aerodynamic brakes are redundant due to the ability to brake with one blade. When the average wind speed drops back below 20 m/s, the systems reset automatically. The turbine is designed to withstand gusts of 55 m/s (180 mph).

The mechanical disc brake is fitted to the gearbox high-speed shaft and has two hydraulic calipers.

The rotor hub is sufficiently large to provide a comfortable working environment for two service technicians during maintenance of blade roots and pitch bearings from inside the structure.

4.0 PUBLIC SAFETY SETBACKS

Recent guidance associated with the MDEP Site Location of Development application requires evidence that the wind turbines have been sited with appropriate safety related setbacks from adjacent properties and adjacent existing uses. The guidance recommends minimum setback equal to the local setback requirements, or 1.5 the maximum turbine blade height, whichever is greater.

The Project has been sited with appropriate safety related setbacks. The MDEP's recommended setback of 1.5 the maximum blade height is 688.5 feet for the Vestas turbines, greater than any local setback requirements. The turbines are located greater than 688.5 feet from abutting property lines of non-participating landowners.

¹ 38 M.R.S.A. §484(10)(B).

² Maine DEP revised *General Instructions* for a Site Location of Development Application issued August 29, 2008.

There are seven participating landowners who have executed agreements and are included in the project because their property lines are less than 688.5 feet from a turbine. All of the properties are forested in the areas near the turbines. Each of those landowners has executed an agreement with the applicant acknowledging that their property is less than the recommended 1.5 times the turbine height from a turbine location, and stating that they consent to the reduced setback. (Appendix 27-2).

Appendix 27-1



DET NORSKE VERITAS

APPROVAL FOR TEST AND DEMONSTRATION

V112-3.0 MW

Location for installation:

Lem Kær, Holmgaarde, 6940 Lem

C-DNV-219701-0

Type Certificate number

19-03-2010

Date of issue

Manufacturer:

Vestas Wind Systems A/S

Alsvej 21

DK-8940 Randers SV

Valid until: 19-03-2013

This certificate attests compliance with DS/EN 61400-1:2006 concerning the design and manufacture. The certification has been carried out according to Executive order no. 651 of 26 June 2008, "Bekendtgørelse om teknisk godkendelsesordning for konstruktion, fremstilling, opstilling, vedligeholdelse og service af vindmøller". Use of the installation is conditional upon no unauthorized changes being made to the wind turbine certified.

Reference documents:

Reference documents for approval: See PD-642197-122PQ01-32
DNV Verification Report: PD-642197-122PQ01-32

Wind Turbine specification:

IEC WTGS class: S. For further information see the Appendix of this Certificate.

Date: 2010-03-19

Claus F. Christensen
for **Claus F. Christensen**

Management Representative
Det Norske Veritas, Danmark A/S
Tuborg Parkvej 8, 2900 Hellerup



Date: 2010-03-19

Torben Søndergaard
Torben Søndergaard

Project Manager
Det Norske Veritas, Danmark A/S
Tuborg Parkvej 8, 2900 Hellerup

DET NORSKE VERITAS, DANMARK A/S



APPENDIX WIND TURBINE SPECIFICATION

General:

Wind turbine address:	Lem Kær, Homgaard, 6940 Lem
Wind turbine owner, Name:	Lem Kær Vind K/S
Address:	Holmgaard, 6940 Lem
IEC WT class:	S (IEC WT class 2A except for temperature range)
Rotor diameter:	112 m
Rated power:	3000 kW
Rated wind speed V_r :	12.0 m/s
Hub height(s):	94 m
Operating wind speed range V_{in} - V_{out} :	3 – 25 m/s
Design life time: 20 years	3 years

Wind conditions:

V_{ref} (hub height):	42.5 m/s
V_{e50} (hub height):	59.5 m/s
V_{ave} (hub height):	8.5 m/s
I_{ref} at $V_{hub} = 15$ m/s:	0.16 (IEC 61400-1 turbulence class A)
Mean flow inclination:	8

Electrical network conditions:

Normal supply voltage and range:	3 x 650 V 10-35 KV
Normal supply frequency and range:	50 Hz \pm 6%
Voltage imbalance:	IEC 61000-3-6- TR max 2%
Maximum duration of electrical power network outages:	Two 3 months periods
Number of annual electrical network outages :	52 per year

Other environmental conditions (where taken into account):

Air density:	1.225 kg/m ³
Normal ambient temperature range:	-20°C to +40°C
Normal ambient temperature range:	-40°C to +50°C
Relative humidity:	100%
Solar radiation:	1000 W/m ²
Salinity:	Present
Design conditions in case of offshore WT (water depth, wave conditions etc.)	Not relevant – Onshore turbine
Description of lightning protection system	Designed according to IEC 61400-24,



Earthquake model and parameters:

Protection level 1 and 61312-1
Not Relevant

Main components:

Blade type:	Vestas 55m blade
Gear box type:	Bosch Rexroth GPV 570D (i=1:113.257
Generator type:	Winergy AQWA-560LS-08A
Tower type:	Tubular Steel Tower (dwg: 0002-7694)
Service lift:	Avanti Shark or Power Lift Sherpa-SD
Crane:	Type / Not present
Foundation:	Reinforced Concrete Gravity Structure

Appendix 27-2

OAKFIELD PROJECT - PUBLIC SAFETY

Index	Tax Map	Lot(s)	Grantor Name(s)	EWPII, LLC Interest
1	OAK 1	18	William J. Lawlor, Jr. and Harriett M. Lawlor	Safety Waiver
2	OAK 2	10	Andrew M. Seder and Scott Althouse	Safety Waiver
3	OAK 3	1.1	Gary A. Martin	Safety Waiver
4	OAK 5	2-10	Alex Hutchinson and Lisa Hutchinson	Safety Waiver
5	OAK 8	14 and 14B	Lewis Swallow and Mary Ellen Miller	Safety Waiver
6	OAK 8	22	Gary C. Sico and Janine C. Sico	Safety Waiver
7	OAK 4	31	Paulette's LLC	Safety Waiver

Consent and Waiver Agreement

This Consent and Waiver Agreement is entered into as of the 21st day of July, 2010 between **William J. Lawlor, Jr. and Harriett M. Lawlor**, Oakfield, Aroostook County, Maine ("Grantor"), owners of the property described in current Town of Oakfield, Maine tax maps as Map 1, Lot 18, and more fully described in deeds dated May 28, 1965, recorded in the Aroostook County (Southern) Registry of Deeds in Book 945, Page 180 (the "Property") and **EVERGREEN WIND POWER II, LLC**, a Delaware Limited Liability Company, having an office at 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Grantee"). For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantee and/or its successors and assigns, plans to construct and operate a wind power project, including wind turbine generators and towers and related equipment, facilities, infrastructure and substructures (hereinafter referred to as the "Wind Power Project") on lands on and/or near the Property and other areas in and about Oakfield, Maine. Grantor, on behalf of themselves and their heirs, personal representatives, successors and assigns, acknowledge and agree there may be a turbine and/or tower or other improvements related to the Wind Power Project located adjacent to the Property boundary in a location which situated less than the Maine Department of Environmental Protection recommended setback of 1.5 times the turbine height from the boundaries of the Property (the "Recommended Setback"). Grantor further acknowledges and consents to any safety risk related to the Wind Power Project's (or any portion thereof) proximity to the Property, including risk related to such Project and/or improvements being located a distance that is less than the Recommended Setback, and Grantor expressly releases and forever discharges the Grantee and any owner of adjacent land upon which Wind Power Project improvements are located from any action, claim, suit or proceeding in equity, law and/or administrative proceeding that the Grantor may now have or may have in the future against the Grantee or any such landowner, now or in the future with respect to the utilization from time to time of any setback that is less than the Recommended Setback (and any successor setback recommendations or requirements), including any such actions, claims, suits or proceedings arising from or relating to setbacks that otherwise may be enforceable under then-applicable zoning, planning or other federal, state or local permitting requirements or other authorizations. Grantor further covenants not to establish any public use areas, including parking areas, snowmobile or ATV trails intended for access and use by the public, within the Recommended Setback. The foregoing shall not prohibit hunting within the Recommended Setback or require the Grantor to post the Property or take affirmative steps to prevent transient public use of the Property, including within the Recommended Setback.

2. This Consent and Waiver Agreement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the Parties hereto, and shall be a covenant running with the land and burdening the Property and benefitting the lands of Grantee. The benefit and/or rights of this Agreement may be severed from any lands of Grantee and may be sold, assigned or transferred by the Grantee without any approval or consent of the Grantor. Grantor hereby grants all the foregoing rights and covenants to Grantee. It is acknowledged and agreed that Grantee may record this Consent and Waiver Agreement in the said Registry of Deeds. If any portion or provision of this Agreement is conclusively determined to be unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement is to be governed by Maine law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below.

W.L. H.L.

GRANTOR:

William J. Lawlor
William J. Lawlor

Harriet M. Lawlor
Harriett M. Lawlor

GRANTEE:

EVERGREEN WIND POWER II, LLC,
a Delaware limited liability company
By: Maine Wind Holdings, LLC, its member

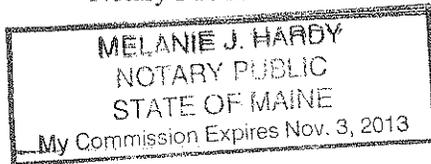
By: E Weir
Name: Elizabeth Weir
Title: Assistant Secretary

STATE OF Maine)

COUNTY OF Arroostook) ss.:
)

On this 30 day of June, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared William + Harriet Lawlor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she/he executed the same as her/his free act and deed.

Melanie J. Hardy Melanie J. Hardy
Notary Public



Received
ARROOSTOOK SS
PATRICIA F BROWN, REGISTER

Consent and Waiver Agreement

This Consent and Release Agreement is entered into as of the 13th day of July, 2010 between **ANDREW M. SEDER**, who has a mailing address of 60 Holland Street, Moultonborough, NH 03254, and **SCOTT R. ALTHOUSE**, who has a mailing address of 111 Knoll Drive, Colledgeville, PA 19426 (collectively, "Grantor"), owners of the property described in current Town of Oakfield, Maine tax maps as Map 2, Lot 10, and more fully described in deeds recorded in the Aroostook County (Southern) Registry of Deeds in Book 3973, Page 95 and Book 4278, Page 50 (the "Property") and **EVERGREEN WIND POWER II, LLC**, a Delaware Limited Liability Company, having an office at 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Grantee"). For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantee and/or its successors and assigns, plans to construct and operate a wind power project, including wind turbine generators and towers and related equipment, facilities, infrastructure and substructures (hereinafter referred to as the "Wind Power Project") on lands near the Property and other areas in and about Oakfield, Maine. Grantor, on behalf of themselves and their heirs, personal representatives, successors and assigns, acknowledge and agree there may be a turbine and/or tower or other improvements related to the Wind Power Project located adjacent to the Property boundary in a location which situated less than the Maine Department of Environmental Protection recommended setback of 1.5 times the turbine height (from the boundaries of the Property (the "Recommended Setback"). Grantor further acknowledges and consents to any safety risk related to the Wind Power Project's (or any portion thereof) proximity to the Property, including risk related to such Project and/or improvements being located a distance that is less than the Recommended Setback, and Grantor expressly releases and forever discharges the Grantee and any owner of adjacent land upon which Wind Power Project improvements are located from any action, claim, suit or proceeding in equity, law and/or administrative proceeding that the Grantor may now have or may have in the future against the Grantee or any such landowner, now or in the future with respect to the utilization from time to time of any setback that is less than the Recommended Setback (and any successor setback recommendations or requirements), including any such actions, claims, suits or proceedings arising from or relating to setbacks that otherwise may be enforceable under then-applicable zoning, planning or other federal, state or local permitting requirements or other authorizations.

2. This Consent and Waiver Agreement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the Parties hereto, and shall be a covenant running with the land and burdening the Property and benefitting the lands of Grantee. The benefit and/or rights of this Agreement may be severed from any lands of Grantee and may be sold, assigned or transferred by the Grantee without any approval or consent of the Grantor. Grantor hereby grants all the foregoing rights and covenants to Grantee. It is acknowledged and agreed that Grantee may record this Consent and Waiver Agreement in the said Registry of Deeds. If any portion or provision of this Agreement is conclusively determined to be unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement is to be governed by Maine law. This Agreement may be signed in multiple counterparts, which together shall be a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below.

GRANTOR:

Andrew M. Seder
Andrew M. Seder

Scott R. Althouse

GRANTEE:

EVERGREEN WIND POWER II, LLC,
a Delaware limited liability company
By: Maine Wind Holdings, LLC, its Member

By: E. Weir
Name: Elizabeth Weir
Title: Assistant Secretary

STATE OF New Hampshire)

COUNTY OF Coville) ss.:

On this 23 day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew M. Seder, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she/he executed the same as her/his free act and deed.

Alison Grace Kepple

Notary Public

My commission expires:

ALISON GRACE KEPPLER, Notary Public
My Commission Expires October 3, 2012

STATE OF _____)

COUNTY OF _____) ss.:

On this ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott R. Althouse, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she/he executed the same as her/his free act and deed.

Notary Public

My commission expires:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below.

GRANTOR:

Andrew M. Seder

[Handwritten Signature]

Scott R. Althouse

GRANTEE:

EVERGREEN WIND POWER II, LLC,
a Delaware limited liability company

By: _____

Name:

Title:

STATE OF _____)

) ss.:

COUNTY OF _____)

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew M. Seder, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she/he executed the same as her/his free act and deed.

Notary Public
My commission expires:

STATE OF Penna.)

) ss.:

COUNTY OF Montgomery)

On this 24th day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott R. Althouse, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she/he executed the same as her/his free act and deed.

[Handwritten Signature]

Notary Public
My commission expires:

Received
AROSTOOK & COMMONWEALTH OF PENNSYLVANIA
PATRICIA F BROWN REGISTER NOTARIAL SEAL
PAULETTE J. GIBBONS, Notary Public
Royersford Boro., Montgomery County
My Commission Expires November 13, 2013

Consent and Waiver Agreement

This Consent and Waiver Agreement ("Agreement") is entered into as of the 31st day of August, 2010 between GARY A. MARTIN, an individual with a mailing address of 21 Dogwood Drive, Shapleigh, ME 04076 ("Grantor"), owner of the property generally depicted on current Town of Oakfield, Maine tax maps as Map 3, Lot 1-1, and more fully described in deed recorded August 22, 1988 in the Aroostook County (Southern) Registry of Deeds ("Registry") in Book 2113, Page 216 (the "Property") and EVERGREEN WIND POWER II, LLC, a Delaware Limited Liability Company, having an office at 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Grantee"). For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantee and/or its successors and assigns, plans to construct and operate a wind power project, including wind turbine generators and towers and related equipment, facilities, infrastructure and substructures (hereinafter referred to as the "Wind Power Project") on lands near the Property and other areas in and about Oakfield, Maine. Grantor, on behalf of themselves and their heirs, personal representatives, successors and assigns, acknowledge and agree there may be a turbine and/or tower or other improvements related to the Wind Power Project located on lands now of third parties adjacent to the Property boundary in a location that is less than the Maine Department of Environmental Protection recommended setback of 1.5 times the turbine height from the boundaries of the Property (the "Recommended Setback"). Provided that any Wind Power Project turbine and/or tower is situated at least 428 feet from the Grantor's Property boundary, Grantor further acknowledges and consents to any safety risk related to the Wind Power Project's (or any portion thereof) proximity to the Property, including risk related to such Project and/or improvements being located a distance that is less than the Recommended Setback, and Grantor expressly releases and forever discharges the Grantee and any owner of adjacent land upon which Wind Power Project improvements are located from any action, claim, suit or proceeding in equity, law and/or administrative proceeding that the Grantor may now have or may have in the future against the Grantee or any such landowner, now or in the future with respect to the utilization from time to time of any setback that is less than the Recommended Setback (and any successor setback recommendations or requirements), including any such actions, claims, suits or proceedings arising from or relating to setbacks that otherwise may be enforceable under then-applicable zoning, planning or other federal, state or local permitting requirements or other authorizations. Grantee and/or its successors and assigns shall not locate any turbine and/or tower closer than 428 feet from the Grantor's Property boundary without Grantor's consent. Grantor further covenants not to establish any public use areas, including parking areas, snowmobile or ATV trails intended for access and use by the public, within the Recommended Setback. The foregoing shall not prohibit hunting within the Recommended Setback or require the Grantor to post the Property or take affirmative steps to prevent transient public use of the Property, including within the Recommended Setback.

2. This Agreement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the Parties hereto, and shall be a covenant running with the land and burdening the Property and benefitting the lands of Grantee. The benefit and/or rights of this Agreement may be severed from any lands of Grantee and may be sold, assigned or transferred by the Grantee without any approval or consent of the Grantor. Grantor hereby grants all the foregoing rights and covenants to Grantee. It is acknowledged and agreed that Grantee may record this Consent Agreement in the said Registry. If any portion or provision of this Agreement is conclusively determined to be unenforceable, the remainder of the Agreement shall continue in full force and effect. This

Agreement is to be governed by Maine law. This Agreement may be signed in multiple counterparts, which together shall be a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below.

GRANTOR:

Gary A. Martin
Gary A. Martin

GRANTEE:

EVERGREEN WIND POWER II, LLC,
a Delaware limited liability company
By: Maine Wind Holdings, LLC
Its: ~~Manager~~ Member

By: Elizabeth Weir
Name: Elizabeth Weir
Title: Assistant Secretary

STATE OF Maine)

COUNTY OF York) ss.:

On this 23rd day of November, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary A. Martin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she/he executed the same as her/his free act and deed.

Pamela J. O'Neil
Notary Public
My commission expires:

Pamela J. O'Neil
Notary Public, Maine
My Commission Expires March 4, 2011

Received
ARDOOSTOOK SS
PATRICIA F BRDWH, REGISTER

Consent and Waiver Agreement

This Consent and Release Agreement is entered into as of the 13 day of May, 2011 between ALEX AND LISA HUTCHINSON, with a mailing address of P.O. Box 1215, Houlton, ME ("Grantor"), owner of the property generally depicted on current Town of Oakfield, Maine tax maps as Map 5, Lot 2-10, and more fully described in deed recorded in the Aroostook County (Southern) Registry of Deeds in Book 4298, Page 22 (the "Property") and EVERGREEN WIND POWER II, LLC, a Delaware Limited Liability Company, having an office at 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Grantee"). For consideration set forth in that certain Payment Agreement of even date herewith and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantee and/or its successors and assigns, plans to construct and operate a wind power project, including wind turbine generators and towers and related equipment, facilities, infrastructure and substructures (hereinafter referred to as the "Wind Power Project") on lands near the Property and other areas in and about Oakfield, Maine. Grantor, on behalf of themselves and their heirs, personal representatives, successors and assigns, acknowledge and agree there may be a turbine and/or tower or other improvements related to the Wind Power Project located adjacent to the Property boundary in a location which situated less than the Maine Department of Environmental Protection recommended setback of 1.5 times the turbine height from the boundaries of the Property (the "Recommended Setback"). Grantor further acknowledges and consents to any safety risk related to the Wind Power Project's (or any portion thereof) proximity to the Property, including risk related to such Project and/or improvements being located a distance that is less than the Recommended Setback, and Grantor expressly releases and forever discharges the Grantee and any owner of adjacent land upon which Wind Power Project improvements are located from any action, claim, suit or proceeding in equity, law and/or administrative proceeding that the Grantor may now have or may have in the future against the Grantee or any such landowner, now or in the future with respect to the utilization from time to time of any setback that is less than the Recommended Setback (and any successor setback recommendations or requirements), including any such actions, claims, suits or proceedings arising from or relating to setbacks that otherwise may be enforceable under then-applicable zoning, planning or other federal, state or local permitting requirements or other authorizations. Grantor further covenants not to establish any public use areas, including parking areas, snowmobile or ATV trails intended for access and use by public, within the Recommended Setback. The foregoing shall not prohibit hunting within the Recommended Setback or require the Grantor to post the Property or take affirmative steps to prevent transient public use of the Property, including within the Recommended Setback.

2. This Consent and Waiver Agreement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the Parties hereto, and shall be a covenant running with the land and burdening the Property and benefitting the lands of Grantee. The benefit and/or rights of this Agreement may be severed from any lands of Grantee and may be sold, assigned or transferred by the Grantee without any approval or consent of the Grantor. Grantor hereby grants all the foregoing rights and covenants to Grantee. It is acknowledged and agreed that Grantee may record this Consent and Waiver Agreement in the said Registry of Deeds. If any portion or provision of this Agreement is conclusively determined

to be unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement is to be governed by Maine law. This Agreement may be signed in multiple counterparts, which together shall be a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below.

GRANTOR:

By: *Alex Hutchinson*
Alex Hutchinson

By: *Lisa Hutchinson*
Lisa Hutchinson

GRANTEE:

EVERGREEN WIND POWER II, LLC,
a Delaware limited liability company

By: Maine Wind Holdings, LLC, its member

By: *E. Weir*
Name: *Elizabeth Weir*
Title: *Assistant Secretary*

STATE OF MAINE)

COUNTY OF _____) ss.:

On this _____ day of May, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Alex and Lisa Hutchinson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she/he executed the same as her/his free act and deed.

Notary Public
My commission expires:

to be unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement is to be governed by Maine law. This Agreement may be signed in multiple counterparts, which together shall be a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below.

GRANTOR:

By: *Alex Hutchinson*
Alex Hutchinson

By: *Lisa Hutchinson*
Lisa Hutchinson

GRANTEE:

EVERGREEN WIND POWER II, LLC,
a Delaware limited liability company

By: Maine Wind Holdings, LLC, its member

By: *E. Weir*
Name: *Elizabeth Weir*
Title: *Assistant Secretary*

STATE OF MAINE)

COUNTY OF *Arroostook*) ss.:
)

On this 13 day of May, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Alex and Lisa Hutchinson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she/he executed the same as her/his free act and deed.

Vicki R. Hagerman
Notary Public
My commission expires: 11/20/2015

Received
ARROSTOOK SS
PATRICIA F BROWN, REGISTER

Consent and Waiver Agreement

This Consent and Release Agreement is entered into this 2nd day of ~~March~~ ^{August}, 2010 between **Lewis A. Swallow and Mary Miller**, P.O. Box 73, Oakfield, Aroostook County, Maine ("Grantor"), owners of the property described in current Town of Oakfield, Maine tax maps as Map 8, Lot 14-B, and more fully described in deeds dated June 15, 2000, recorded in the Aroostook County (Southern) Registry of Deeds in Book 3409, Page 30 and in Book 3409, Page 32 as corrected by Deed dated August 18, 2000 recorded in the Aroostook County (Southern) Registry of Deeds in Book 3429, Page 25 (the "Property") and **EVERGREEN WIND POWER II, LLC**, a Delaware Limited Liability Company, having an office at 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Grantee"). For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantee and/or its successors and assigns, plans to construct and operate a wind power project, including wind turbine generators and towers and related equipment, facilities, infrastructure and substructures (hereinafter referred to as the "Wind Power Project") on lands near the Property and other areas in and about Oakfield, Maine. Grantor, on behalf of themselves and their heirs, personal representatives, successors and assigns, acknowledge and agree there may be a turbine and/or tower or other improvements related to the Wind Power Project located adjacent to the Property boundary in a location which situated less than the Maine Department of Environmental Protection recommended setback of 1.5 times the turbine height (approximately 584 feet) from the boundaries of the Property (the "Recommended Setback"). Grantor further acknowledges and consents to any safety risk related to the Wind Power Project's (or any portion thereof) proximity to the Property, including risk related to such Project and/or improvements being located a distance that is less than the Recommended Setback, and Grantor expressly releases and forever discharges the Grantee and any owner of adjacent land upon which Wind Power Project improvements are located from any action, claim, suit or proceeding in equity, law and/or administrative proceeding that the Grantor may now have or may have in the future against the Grantee or any such landowner, now or in the future with respect to the utilization from time to time of any setback that is less than the Recommended Setback (and any successor setback recommendations or requirements), including any such actions, claims, suits or proceedings arising from or relating to setbacks that otherwise may be enforceable under then-applicable zoning, planning or other federal, state or local permitting requirements or other authorizations.

2. This Consent and Waiver Agreement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the Parties hereto, and shall be a covenant running with the land and burdening the Property and benefitting the lands of Grantee. The benefit and/or rights of this Agreement may be severed from any lands of Grantee and may be sold, assigned or transferred by the Grantee without any approval or consent of the Grantor. Grantor hereby grants all the foregoing rights and covenants to Grantee. It is acknowledged and agreed that Grantee may record this Consent and Waiver Agreement in the said Registry of Deeds. If any portion or provision of this Agreement is conclusively determined to be unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement is to be governed by Maine law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below.

GRANTOR:

Lewis A. Swallow
Lewis A. Swallow

Mary Miller
Mary Miller

GRANTEE:

EVERGREEN WIND POWER II, LLC,
a Delaware limited liability company

By: Maine Wind Holdings, LLC, its Member

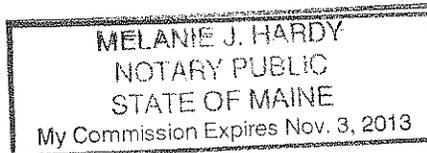
By: Evelyn Lim
Name: Evelyn Lim
Title: secretary

STATE OF Maine)

COUNTY OF Arundel) ss.:

On this 2nd day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Lewis Swallow + Mary Miller, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she/he executed the same as her/his free act and deed.

Melanie J. Hardy
Notary Public
Melanie J. Hardy



Consent and Waiver Agreement

This Consent and Waiver Agreement ("Agreement") is entered into as of the 31st day of August, 2010 between **Gary C. Sico and Janine C. Sico**, of 12 Bear Gulch Road, Oakfield, Aroostook County, Maine (collectively, "Grantor"), owners of the property generally described in current Town of Oakfield, Maine tax maps as Map 8, Lot 22, and more fully described in deed dated June 18, 2003, recorded in the Aroostook County (Southern) Registry of Deeds in Book 3823, Page 63 (the "Property") and **EVERGREEN WIND POWER II, LLC**, a Delaware Limited Liability Company, having an office at 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Grantee"). For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantee and/or its successors and assigns, plans to construct and operate a wind power project, including wind turbine generators and towers and related equipment, facilities, infrastructure and substructures (hereinafter referred to as the "Wind Power Project") on lands near the Property and other areas in and about Oakfield, Maine. Grantor, on behalf of themselves and their heirs, personal representatives, successors and assigns, acknowledge and agree there may be a turbine and/or tower or other improvements related to the Wind Power Project located adjacent to the Property boundary in a location which situated less than the Maine Department of Environmental Protection recommended setback of 1.5 times the turbine height from the boundaries of the Property (the "Recommended Setback"). Grantor further acknowledges and consents to any safety risk related to the Wind Power Project's (or any portion thereof) proximity to the Property, including risk related to such Project and/or improvements being located a distance that is less than the Recommended Setback, and Grantor expressly releases and forever discharges the Grantee and any owner of adjacent land upon which Wind Power Project improvements are located from any action, claim, suit or proceeding in equity, law and/or administrative proceeding that the Grantor may now have or may have in the future against the Grantee or any such landowner, now or in the future with respect to the utilization from time to time of any setback that is less than the Recommended Setback (and any successor setback recommendations or requirements), including any such actions, claims, suits or proceedings arising from or relating to setbacks that otherwise may be enforceable under then-applicable zoning, planning or other federal, state or local permitting requirements or other authorizations. Grantor further covenants not to establish any public use areas, including parking areas, snowmobile or ATV trails intended for access and use by the public, within the Recommended Setback. The foregoing shall not prohibit hunting within the Recommended Setback or require the Grantor to post the Property or take affirmative steps to prevent transient public use of the Property, including within the Recommended Setback.

2. This Agreement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the Parties hereto, and shall be a covenant running with the land and burdening the Property and benefitting the lands of Grantee. The benefit and/or rights of this Agreement may be severed from any lands of Grantee and may be sold, assigned or transferred by the Grantee without any approval or consent of the Grantor. Grantor hereby grants all the foregoing rights and covenants to Grantee. It is acknowledged and agreed that Grantee may record this Agreement in the said Registry. If any portion or provision of this Agreement is conclusively determined to be unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement is to be governed by Maine law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as

of the dates set forth below.

GRANTOR:

Gary C Sico
Gary C. Sico

Janine C. Sico
Janine C. Sico

GRANTEE:

EVERGREEN WIND POWER II, LLC,
a Delaware limited liability company

By: Maine Wind Holdings, LLC, its Member

By: E. Weir
Name: Elizabeth Weir
Title: Assistant Secretary
8/31/2010

STATE OF MAINE)

) ss.:

COUNTY OF AROOSTOOK)

On this 17th day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary C. Sico + Janine C. Sico, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she/he executed the same as her/his free act and deed.

Debra Schilling
Notary Public
Debra Schilling
Debra Schilling
Notary Public - Maine
My Commission Expires 04/22/2015

Consent and Waiver Agreement

This Consent and Waiver Agreement is entered into as of the 10th day of June, 2011 between PAULETTE'S LLC, a New York limited liability company, with a mailing address of P.O. Box 4, Hewlett, NY 11557-0004 ("Grantor"), owner of the property generally depicted on current Town of Oakfield, Maine tax maps as Map 4, Lot 31, and more fully described in deed recorded in the Aroostook County (Southern) Registry of Deeds in Book 4671, Page 44 #1333 (the "Property") and EVERGREEN WIND POWER II, LLC, a Delaware Limited Liability Company, having an office at 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Grantee"). For consideration set forth in that certain Payments Contract for Waiver Agreement of even date herewith and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantee and/or its successors and assigns, plans to construct and operate a wind power project, including wind turbine generators and towers and related equipment, facilities, infrastructure and substructures (hereinafter referred to as the "Wind Power Project") on lands near the Property and other areas in and about Oakfield, Maine. Grantor, on behalf of themselves and their heirs, personal representatives, successors and assigns, acknowledge and agree there may be a turbine and/or tower or other improvements related to the Wind Power Project located adjacent to the Property boundary in a location which situated less than the Maine Department of Environmental Protection recommended setback of 1.5 times the turbine height from the boundaries of the Property (the "Recommended Setback"). Grantor further acknowledges that there may be safety risks related to the Wind Power Project's (or any portion thereof) proximity to the Property, including risks related to such Project and/or improvements being located a distance that is less than the Recommended Setback, and Grantor expressly releases and forever discharges the Grantee and any owner of adjacent land upon which Wind Power Project improvements are located from any action, claim, suit or proceeding in equity, law and/or administrative proceeding that the Grantor may now have or may have in the future against the Grantee or any such landowner, now or in the future with respect to the utilization from time to time of any setback that is less than the Recommended Setback (and any successor setback recommendations or requirements), including any such actions, claims, suits or proceedings arising from or relating to setbacks that otherwise may be enforceable under then-applicable zoning, planning or other federal, state or local permitting requirements or other authorizations. Grantor further covenants not to establish any public use areas, including parking areas, snowmobile or ATV trails intended for access and use by public, within the Recommended Setback. The foregoing shall not prohibit hunting within the Recommended Setback or require the Grantor to post the Property or take affirmative steps to prevent transient public use of the Property, including within the Recommended Setback.

2. This Consent and Waiver Agreement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the Parties hereto, and shall be a covenant running with the land and burdening the Property and benefitting the lands of Grantee. The benefit and/or rights of this Agreement may be severed from any lands of Grantee and may be sold, assigned or transferred by the Grantee without any approval or consent of the Grantor provided that notice of said "Transfer" and "Transferee" information shall be given in

writing to Grantor sixty (60) days prior to such "Transfer". Grantor hereby grants all the foregoing rights and covenants to Grantee. It is acknowledged and agreed that Grantee may record this Consent and Waiver Agreement in the said Registry of Deeds. If any portion or provision of this Agreement is conclusively determined to be unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement is to be governed by Maine law. This Agreement may be signed in multiple counterparts, which together shall be a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below.

GRANTOR:

PAULETTE'S LLC, a New York limited liability company

Paulette Benatar
Paulette Benatar
Its duly authorized Manager

GRANTEE:

EVERGREEN WIND POWER II, LLC,
a Delaware limited liability company

By: Maine Wind Holdings, LLC, its member

By: *[Signature]*
Name: *Arthur J. Snell*
Title: *Assistant Secretary*

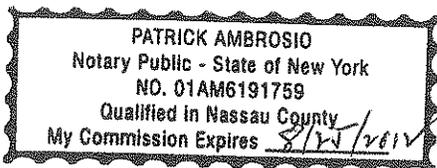
STATE OF NEW YORK)

COUNTY OF NASSAU) ss.:

On this 7 day of JUNE, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared the above named Paulette Benatar, the Manager of Paulette's LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she/he executed the same as her/his free act and deed.

Patrick Ambrosio

Notary Public
My commission expires: *8/20/2012*



COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK) ss.:

On this 10th day of June, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared the above named Arthur J. Snell, the Assistant Secretary of Maine Wind Holdings, LLC, the member of Evergreen Wind Power II, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she/he executed the same as her/his free act and deed.

Linne M. Taylor
Notary Public
My commission expires: December 2, 2016

