

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is executed for the purposes of recording in the Oxford County Registry of Deeds and affects a Lease dated September 5, 2012 and Addendum to Lease dated February 28th, 2015, between **LINKLETTER TIMBERLANDS, LLC**, a Maine limited liability company with its principal office in Athens, Maine (hereinafter referred to as "LESSOR"), and **MAINE DISTRIBUTED POWER, LLC**, a Maine limited liability company with its principal office in Portland, Maine (hereinafter referred to as "LESSEE").

LESSOR has leased to LESSEE and LESSEE has leased from LESSOR certain property for the purposes described in the Lease, including the right to use and develop that portion of the Property preliminarily depicted on the map attached hereto as Exhibit B for the purposes described in the Lease located in the Town of Roxbury, County of Oxford, State of Maine, and described in the attached Exhibit A recorded in the Oxford County Registry of Deeds in Book 3640 at Page 226.

TERM OF LEASE. The Lease shall become effective on the Effective date and will remain in effect until the twenty-fifth (25th) anniversary of the Project COD and commenced on September 5, 2012. The Lessee shall have the option to renew the Lease for one additional twenty (20) year term.

SALE OR DIVISION OF PROPERTY: During the term of the Lease, Lessor shall neither sell any portion of the Property, nor divide the Property by any other means constituting a "division" pursuant to the subdivision laws of the State of Maine, [the rules and standards of the Maine Land Use Commission,] the ordinances of the municipality where the Property is located or any other applicable statute, law, ordinance, by-law or rule, without the prior written consent of Lessee in each instance. Should the Lessor, at any time during the term of the Lease, decide to sell all or any part of the Property to a purchaser other than the Lessee, such sale shall be under and subject to the Lease and the Lessee's rights under the Lease.

NON-INTERFERENCE: The primary purpose for which the Premises have been leased is for a wind power project, including but not limited to designing, constructing, maintaining and operating wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), towers, transmission and interconnection facilities and uses incidental thereto and all necessary appurtenances and the installation of anemometers. Lessee shall have the exclusive right to convert all of the wind resources on the Property. Lessor's activities and any grant of rights Lessor makes to any third party, whether located on the Property or elsewhere, shall not, now or in the future, interfere in any way with Lessee's exercise of any rights granted under the Lease. Lessor shall not interfere with the wind speed or wind direction over the Property that might cause a decrease in the output or efficiency of any WTG, including any WTG located on land adjoining the Property. Lessor must consult with and obtain Lessee's prior written approval as to the location of all structures measuring in height greater than one quarter of the WTG tower height, and within a radius of 20 rotor diameters from any WTG, whether located on or off the Property.

The above Memorandum is executed for the purposes of recording only and is not meant to alter or amend the Lease between the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this 16 day of February, 2015.

WITNESS:

[Handwritten Signature]

LINKLETTER TIMBERLANDS, LLC

By: [Handwritten Signature]
Robert Linkletter, Manager

[Handwritten Signature]

MAINE DISTRIBUTED POWER, LLC

By: [Handwritten Signature]
Alec Jarvis, Manager

STATE OF MAINE
Somerset Ct., ss.

February 16, 2015

Personally appeared the above named ROBERT LINKLETTER in his capacity as Manager of LINKLETTER TIMBERLANDS, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity.

Before me,

[Handwritten Signature]
Attorney at Law/Notary Public
Debra A. Linkletter
My Commission Expires: 11/2/18



STATE OF MAINE
Cumberland, ss.

February 16, 2015

Personally appeared the above named ALEC JARVIS in his capacity as Manager of MAINE DISTRIBUTED POWER, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity.

Before me,

[Handwritten Signature]
Attorney at Law/Notary Public



ROBERT C. PATTON
Notary Public, Maine
My Commission Expires April 8, 2018

EXHIBIT A

Certain lots or parcels of land in the Town of Roxbury, County of Oxford, State of Maine, being more particularly bounded and described as follows:

In the deed from M. E. Hussey to Oxford Paper Company dated October 22, 1920 and recorded in Book 354, Page 465 as follows: Being lot numbered Three (3) in the Third Range of lots in said Roxbury and lot numbered Three (3) in the Fourth Range of lots in said Roxbury, containing two hundred (200) acres, be the same more or less, and

Also a certain parcel of land situated in Roxbury in said County of Oxford and being lot numbered two (2) in the Fourth Range of lots in said town of Roxbury. Said lot containing one hundred (100) acres, more or less.

Also conveying certain lots or parcels of land in said Roxbury bounded and described in the deed from Swain & Reed, Inc. to Oxford Paper Company dated December 12, 1955 and recorded in Book 559, Page 2 as follows: ..being all of Lot numbered One (1) in the Fifth (5th) Range of Lots and Lot numbered two (2) in the Fifth (5th) Range of Lots in said Roxbury, commonly known as the S.M. Locke premises or homestead², subject to the easements, reservations and exceptions set forth in said deed, the description therein being incorporated by reference.

EXCEPTING AND RESERVING from Lot numbered one (1) in Range five (5) above named, the following piece or parcel of land, bounded and described as follows: Beginning at the Northwesterly corner of Lot numbered one (1) in Range five (5); thence running in an Easterly direction along said Lot line a distance of one thousand four hundred and forty-four (1,444) feet to a yellow birch tree; thence at right angles and running in a Southerly direction three hundred and thirty (330) feet; thence at right angles and running in a Westerly direction along an old wire fence nine hundred and twenty-four (924) feet; thence turning and running in a southwesterly course along an old wire fence one thousand four hundred and twenty-two (1,422) feet to a post on the town line between Roxbury and Rumford and at the southwesterly corner of Lot numbered one (1) in Range five (5); thence turning and running in a Northerly direction along the Westerly line of said Lot numbered One (1), Range five (5), one thousand six hundred and thirty-three (1,633) feet, more or less to the point of beginning.

ALSO, certain lots or parcels of land in said Roxbury being more particularly bounded and described in the deed from Charles P. Bartlett to Oxford Paper Company dated May 18, 1966 and recorded in Book 645, Page 421 as follows:

(a) Lots number three (3) and four (4) in the fifth (5th) range of lots in said town and lots numbered three (3) and four (4) in the sixth (6th) range of lots in said town, containing four hundred (400) acres, more or less.

EXCEPTING AND RESERVING from the aforesaid lots or parcels of land, described in the deed recorded in Book 645, Page 421, however, all of the pegmatite ore and all other minerals of every kind, which were previously conveyed by the Grantor to Dana G. Douglass, Jr. by deed dated December 1, 1950 and recorded in Oxford County Registry of Deeds, Book 509, Pages 94 and 95.

(b) Also another lot or parcel of land situated in the Town of Roxbury, County of Oxford and State of Maine, being Lot number two (2) in Range six (6) in said town and county, containing one hundred (100) acres, more or less.

(c) Also another certain lot or parcel of land situated in the Town of Roxbury, County of Oxford and State of Maine, being more particularly described as the northwesterly part of Lot number three (3) in the seventh (7th) range of lots in said Roxbury, containing fifty (50) acres, more or less, which premises are bounded on the south by land now or formerly of Melissa Burgess and now or formerly known as the C.L. Fox Farm; on the east by land now or formerly of A. F. Philbrick; on the north by land now or formerly of H. L. Mitchell and on the west by other land of the Grantor.

This conveyance is subject to an easement for power line purposes granted by the Grantor to the Central Maine Power Company August 11, 1961; the base line of which easement runs across and over Lot number four (4) in Range five (5), Lot number four (4) in Range six (6), and the portion of Lot number three (3) in Range seven (7) herein conveyed; for a more particular description of the aforesaid easement, reference is made hereby to the record thereof in Oxford County Registry of Deed, Book 603, Page 287.

Being a portion of the premises conveyed to Linkletter Timberlands, LLC by Bayroot, LLC in a Quitclaim Deed with Covenant dated December 6, 2004 and recorded in the Oxford County Registry of Deeds in Book 3640, Pages 226 - 231.

**MEMORANDUM
of
ASSIGNMENT of LEASE**

THIS MEMORANDUM OF ASSIGNMENT OF LEASE is executed for the purposes of recording in the Oxford County Registry of Deeds and affects a Lease dated September 5, 2012 and Addendum to Lease dated February 16, 2015, between LINKLETTER TIMBERLANDS, LLC ("LESSOR") and MAINE DISTRIBUTED POWER, LLC ("LESSEE"), on certain property located on Horseshoe Valley Road, in the Town of Roxbury, County of Oxford and State of Maine, and as further referenced in a Memorandum of Lease recorded in the Oxford County Registry of Deeds at Book 5219, Page 54, and as described in the attached Exhibit A.

By Assignment and Assumption Agreement dated February 18, 2016, MAINE DISTRIBUTED POWER, LLC assigned all its right, title and interest under said Lease to HORSESHOE VALLEY WIND LLC, a Maine limited liability company.

By Agreement dated March 16, 2017, HORSESHOE VALLEY WIND LLC assigned all its right, title and interest under said Lease to ROX WIND LLC, a Massachusetts limited liability company with its principal place of business in Cohasset, Massachusetts.

The above Memorandum is executed for the purposes of recording only and is not meant to alter or amend the Lease between the parties.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed this 11 day of January, 2018.


WITNESS:




Maine Distributed Power, LLC,
By: Horseshoe Valley Wind LLC, Manager

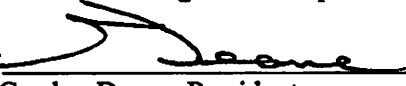
By: 
John Richardson, Manager

Horseshoe Valley Wind LLC

By: 
John Richardson, Manager

Rox Wind LLC
By: Palmer Management Corporation



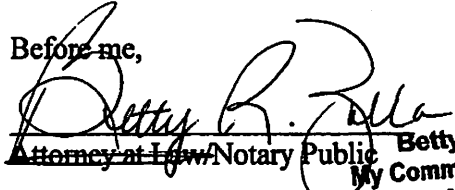
By: 
Gordon Deane, President



State of Maine
Sagadahoc, ss.

January 11, 2018

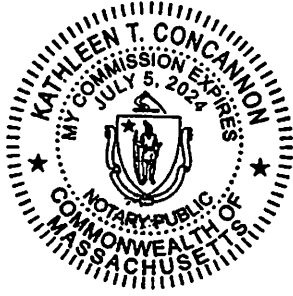
Personally appeared the above named John Richardson, Manager of Horseshoe Valley Wind, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

~~Attorney at Law~~ Notary Public Betty R. Zolla
My Commission Expires
October 5, 2018

State of Massachusetts
NORFOLK, ss.

January 16, 2018

Personally appeared the above named Gordon Deane, President of Palmer Management Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.



Before me,

~~Attorney at Law~~ Notary Public