

Weaver Wind Project

MDEP Site Location of Development/NRPA Combined Application

SECTION 2: TITLE, RIGHT OR INTEREST

2.0 TITLE, RIGHT, OR INTEREST

The Applicant has an Easement Agreement with Ursa Major, LLC (Ursa Major) for all applicable Ursa Major lands in the Town of Osborn and T22 MD, and a Lease Agreement with Tree Top Manufacturing, Inc. for all applicable Tree Top lands in the Towns of Osborn and Eastbrook. For the Bull Hill substation site in T16 MD (including access thereto), the Applicant has an Easement Agreement from Lakeville Shores.

Figure 2-1 depicts the lands with leases and easements associated with the project. Exhibit 2-1 includes the supporting documents for the referenced agreements.

Table 2-1. Title, Right, or Interest records

Location	Current Owner	Weaver Wind Interest
Osborn	Ursa Major, LLC	Easement
Osborn and Eastbrook	Tree Top Manufacturing, Inc.	Lease
T16 MD	Lakeville Shores	Easement

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SECTION 2: TITLE, RIGHT, OR INTEREST

Figure 2-1

Title, Right or Interest Figure

WIND ENERGY EASEMENT AGREEMENT – SHORT FORM

22nd This Wind Energy Easement Agreement (this "Agreement") is made effective as of the day of October, 2012 (the "Effective Date"), between **Ursa Major, LLC** and **BBC Land, LLC**, both Colorado limited liability companies having a place of business at 40 Champion Lane, Milford, Maine, their successors and assigns (collectively hereinafter the "Grantor"), the owner of that certain lot or parcel of land situated in **Township 22 MD BPP** and the **Town of Osborn, Hancock County, Maine**, described in **Exhibit A** attached hereto (the "Property"), and **Weaver Wind, LLC**, a Delaware limited liability company having an office and mailing address c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111, (hereinafter the "Grantee"). Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

SECTION 1. DEFINITIONS.

"Cabin Lots" means those lots or parcels of land located on the Property and governed by a Recreational Cabin and Site License Agreement as described in Section 2 below.

"Construction Commencement Date (CCD)" means the first (1st) day of the month following the date of commencement of construction for the Wind Energy Project, which for purposes hereof shall mean the excavation for the first foundation for the WTGs.

"Commercial Operation Date (COD)" means the date of commencement of commercial operations of the Wind Energy Project as specified by Grantee in a written notice addressed and delivered to the Grantor which states that: (a) each WTG has been commissioned and accepted by Grantee in accordance with applicable commissioning and inspection procedures; (b) the Wind Energy Project has been interconnected to the utility electric grid; and (c) Grantee has commenced the sale of energy from the Wind Energy Project on a commercial (rather than test) basis to one or more purchasers.

"Easements" shall mean collectively the WTG Easement, the Sound and Shadow Easement, the Electrical Transmission Easement and the Access Easement, all as defined in Section 2 below.

"Easement Areas" shall mean collectively the Premises, the Sound and Shadow Easement Areas, the Transmission Routes, and the Access Routes, all as defined in Section 2 and Section 4 below.

"Financing Party" means any entity providing financing to the Wind Energy Project, including any Improvements.

"Gross Revenue" means all Wind Energy Project revenue received by Grantee and recorded in accordance with United States generally accepted accounting principles from the commercial sale of electricity and any directly attributable environmental attributes (*i.e.*

renewable energy certificates, green tags, green certificates, or tradable renewable certificates, including any such credits that may become available in the future, but specifically excluding any tax rebates or credits such as the Federal Production Tax Credit, Investment Tax Credit or other refund from the United States government) for all net kilowatt-hours (kWh) produced by the Wind Energy Project in a given period. Net kilowatt-hours shall be measured at the utility meter at the point of interconnection and shall be used to invoice customers for applicable generation.

“Grantor’s Percentage” means the quotient of the number of WTGs on the Premises divided by the total number of WTGs for the Wind Energy Project (WTGs on Premises /Total Wind Energy Project WTGs).

“Hancock Wind Project” means the separate wind power project proposed to be developed, constructed and operated by Hancock Wind, LLC on other portions of the Property in or around Township 22 MD BPP and the Town of Osborn, Hancock County, Maine pursuant to a separate Wind Energy Easement Agreement between Grantor and Hancock Wind, LLC of near or even date herewith.

“Premises” means that portion of the Property described in **Exhibits B, B1, B2 and B3**, subject to the provisions of Sections 2 and 4 below.

“Property”. The lot or parcel of land situated in **Township 22 MD BPP** and the **Town of Osborn, Hancock County, Maine**, described in **Exhibit A** attached hereto.

“Wind Energy Project” means a wind energy electrical generation operation consisting of WTGs, WTG Facilities, electrical transmission lines and equipment, facilities infrastructure and substructures including but not limited to meteorological towers, an operations and maintenance building, storage yards, access roads, collector lines, transmission lines, substation, and any other buildings, structures, facilities and equipment related to the foregoing, that Grantee plans to develop, construct and operate in or around the Town of Osborn and Township 22 MD BPP, Hancock County, Maine, to be located on some portion of the Property, but specifically excluding (a) the separate wind power project proposed by Blue Sky East, LLC on lands now or formerly of Lakeville Shores, Inc. located in Township 16 MD BPP, Hancock County, Maine, and (b) the Hancock Wind Project.

“WTGs (Wind Turbine Generators)” means wind power generating turbines and associated towers, anemometry equipment, infrastructure and foundations.

“WTG Facilities” means all facilities and equipment associated with WTGs, including without limitation, crane pads, electrical cables, utility wires, poles, conduits, above and below ground pipes, interconnection relays, substations, transformers, operation/maintenance buildings, security fencing and access roads.

SECTION 2. PREMISES AND EASEMENTS. Grantor hereby grants to Grantee an easement (the “WTG Easement”) for the exclusive right to use and develop that portion of the Property

described in **Exhibits B, B1, B2 and B3** (hereinafter referred to as the “Premises”) for Wind Energy Project purposes described herein.

The WTG Easement and other Easements are conveyed subject to:

- 1) Recreational Cabin And Site License Agreements described in **Exhibit C** and shown on **Exhibits C1 and C2**, each for license terms of three (3) years or less;
- 2) Other licenses and contracts described in **Exhibit D**; and
- 3) Any and all easements of record.

Also granting herewith:

A. A non-exclusive Sound and Shadow Easement to be used solely in connection with the Wind Energy Project, located over, on and across that portion of the Property described in **Exhibit E** and shown in **Exhibits E1 and E2** (the “Sound and Shadow Easement Areas”), subject to the Sound and Shadow Easement Terms and Conditions attached as **Exhibit E3**.

B. A non-exclusive Electrical Transmission Easement to be used solely in connection with the Wind Energy Project, no less than one hundred (100) feet wide located over, under, on and across those routes described in **Exhibit F** and shown in **Exhibits F1 through F6** (“Transmission Routes”), subject to the Electrical Transmission Easement Terms and Conditions attached as **Exhibit F7**.

C. A non-exclusive Access Easement to be used solely in connection with the Wind Energy Project, no less than one hundred (100) feet wide located over, on and across those routes described in **Exhibit G** and shown in **Exhibits G1 through G6** (“Access Routes”), subject to the Access Easement Terms and Conditions attached as **Exhibit G7**.

D. The non-exclusive right to use all existing easements appurtenant to the Property

Prior to COD, Grantee shall have the right to relocate the Premises, the Sound and Shadow Easement Areas, the Transmission Routes, and the Access Routes, subject to written approval from Grantor which shall not be unreasonably withheld, delayed or conditioned. Following COD, said preliminarily described Easement Areas (as so relocated, as applicable) shall be surveyed, re-mapped and redefined in accordance with Section 4 below.

SECTION 3. EASEMENT USE AND PURPOSE. Grantee shall have the right to use the Premises and the other Easement Areas for the sole purpose of designing, constructing, maintaining and operating WTGs, WTG Facilities and a Wind Energy Project described herein.

3.1 Grantee shall have the right, at Grantee’s sole cost and expense, to develop and install , operate, maintain, repair and replace WTGs and WTG Facilities (collectively the “Improvements”). All Improvements shall be at the Grantee's expense, and the installation of all

Improvements shall be at the discretion and option of the Grantee. In connection with the carrying out of the Improvements, Grantee shall be permitted to: excavate, remove and export material to locations both within and outside the property in connection with the Wind Energy Project; grade, level, and fill the land; clear remove trees and shrubs; install foundations, roadways and walkways; and install utilities, provided all of the foregoing are done in connection with the Wind Energy Project. The Grantee shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether or not the equipment is specified on any exhibit attached hereto, during the term of this Agreement. Grantee shall have the right of subjacent and lateral support to whatever is necessary for the operation and maintenance of Improvements on the Premises or Transmission Routes used in connection with the Improvements, including, without limitation, guy wires and supports. Grantee shall also have the right to institute any reasonable safety guidelines concerning the Premises or Transmission Routes during any construction, repair or maintenance of the Improvements. The Grantee will maintain the Premises in a good condition, reasonable wear and tear excepted. Grantee shall also have the right to erect a security fence consisting of chain link construction or similar but comparable construction within or around the perimeter of the Premises.

SECTION 4. SURVEY; SURVEY AMENDMENT. Within ninety (90) days of the Commercial Operation Date, Grantee shall survey the Premises and survey or re-map the other Easement Areas. The survey and/or maps shall depict and describe:

- 1) the as-built locations of all Improvements situated on the Premises and Transmission Routes, and corresponding boundaries of such Premises and Transmission Routes; and
- 2) the locations of all Sound and Shadow Easement Areas and Access Routes.

Within ninety (90) days after the Commercial Operation Date, the Premises and other Easement Areas, as shall have been more specifically described and defined by survey or otherwise, shall be reduced in size upon the mutual consent of the Parties and as reasonably necessary to encompass the Improvements and any areas as may be necessary for the continued maintenance and operation of the Wind Energy Project, in which event the parties shall execute an amendment of this Agreement to so reduce and redefine the area of the Premises and the other Easement Areas (the "Survey Amendment") utilizing a description and or maps based upon Grantee's survey work, whereupon the rights of Grantee in and to the Premises and other Easement Areas as set forth herein shall apply only to such redefined areas, but the rights of Grantee in and to other portions of the Property as set forth in Section 11 below shall remain unchanged.

SECTION 5. TERM. This Agreement shall be effective as of the Effective Date described herein.

5.1 Development Term. That period commencing on the Effective Date of this Agreement and terminating on COD.

5.2 Initial Term; Termination. If the Commercial Operation Date does not take place on or before the eighth anniversary of the Effective Date, then after the eighth anniversary date, the Grantor has the option to terminate this Agreement by providing written notice to Grantee thirty (30) days in advance of any such termination date (the "Termination Date"). If the Commercial Operation Date occurs on or before the eighth anniversary of the Effective Date, or on or before the Termination Date, then this Agreement shall remain in full force and effect in accordance with all of its provisions for an initial term ending at midnight on December 31 following the twentieth (20th) anniversary of the date of COD (the "Initial Term").

5.3 Extension Term. The Grantee shall have the option to renew this Agreement for one additional twenty (20) year term beyond the Initial Term (the "Extension Term"). In order to exercise the Grantee's option, the Grantee shall notify the Grantor (in accordance with Section 22 below) of its intention to exercise its option at least sixty (60) days prior to the end of the Initial Term [*PORTION REDACTED FROM THIS RECORDABLE SHORT FORM – SEE COMPLETE AGREEMENT*]. Said renewal shall be upon the same terms and conditions set forth in this Agreement. Upon the giving of such notice and renewal fee and without any further instrument or agreement, this Agreement shall be so extended. Notwithstanding that the Grantee shall have failed at any time to have given written notice to the Grantor at least sixty (60) days prior to the expiration of the Initial Term, this Agreement including Grantee's right to renew this Agreement, shall be extended on a month to month basis until fifteen (15) days after receipt from Grantor of notice of Grantee's failure to so extend, and Grantee's right to extend the term of this Agreement shall nevertheless continue until fifteen (15) days after the Grantor shall have given the Grantee written notice of its failure to so extend.

5.4 Governmental Approvals and Termination. It is understood and agreed that the Grantee's ability to use the Premises is contingent upon it obtaining all of the certificates, permits, zoning changes or variances, easements, rights of way, and other federal, state or local authorizations and/or approvals (collectively, the "Governmental Approvals") that may be required by any federal, state or local authorities for the Wind Energy Project, as well as satisfactory soil boring tests which will permit the Grantee's use of the Easement Areas as set forth above. The Grantor shall assist and cooperate with the Grantee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by the Grantee. In the event that: (i) any Governmental Approvals should be finally rejected or denied; (ii) any Governmental Approval issued to the Grantee is canceled, expires, lapses or is otherwise withdrawn or terminated by the appropriate governmental authority; (iii) any environmental, geotechnical, engineering or soil boring tests are found to be unsatisfactory to Grantee; or (iv) Grantee determines, in its sole discretion, that the Property is no longer technically compatible or necessary for the Wind Energy Project, Grantee shall have the right to terminate this Agreement. Notice of the Grantee's exercise of its right to terminate shall be given to the Grantor in writing in accordance with Section 22 below, and shall be effective upon the mailing of such notice by the Grantee. All Fees paid prior to said termination date shall be retained by the Grantor. Upon such termination, this Agreement shall become null and void and the Parties shall have no further obligations, including the payment of money, to each other except those obligations of Grantee to remediate and restore in accordance with Section 15.

SECTION 6. FEES AND CHARGES. Payments will be made to the Grantor at the address set forth in Section 22 or to such other person, firm or place as the Grantor may, from time to time, designate in writing at least thirty (30) days in advance of any Fee payment date. All payments are non-refundable and additional to any prior payments except as may otherwise be provided herein.

6.1 *[PORTION REDACTED FROM THIS RECORDABLE SHORT FORM – SEE COMPLETE AGREEMENT]*

6.2 *[PORTION REDACTED FROM THIS RECORDABLE SHORT FORM – SEE COMPLETE AGREEMENT]*

6.3 *[PORTION REDACTED FROM THIS RECORDABLE SHORT FORM – SEE COMPLETE AGREEMENT]*

6.4 *[PORTION REDACTED FROM THIS RECORDABLE SHORT FORM – SEE COMPLETE AGREEMENT]*

6.5 *[PORTION REDACTED FROM THIS RECORDABLE SHORT FORM – SEE COMPLETE AGREEMENT]*

6.6 *[PORTION REDACTED FROM THIS RECORDABLE SHORT FORM – SEE COMPLETE AGREEMENT]*

6.7 Standing Timber Charge. All standing timber now or hereafter located or growing on the Easement Areas and other portions of the Property shall remain the property of the Grantor unless directed otherwise. Standing timber shall be meant to include all species of biomass, pulpwood, studwood and sawtimber, and any other vegetation now or hereafter used in the forest products industry. Grantor shall have the right, but not the obligation, to conduct timber harvesting operations at its discretion except that following Grantee's receipt of applicable Governmental Approvals for its Wind Energy Project, all Grantor's harvesting must be conducted in accordance with said Approvals. If Grantor elects not to harvest or fails to harvest and/or otherwise initiate a harvest and clear or remove such standing timber in conformance with said Governmental Approvals within thirty (30) days of receipt of notice from Grantee of Grantee's request to harvest the same, then Grantee shall have the right, at its own expense, to cut and remove the same, in which event Grantee shall, at Grantor's discretion, either:

- a. Pay Grantor for all timber and forest products removed from Easement Areas or other portions of the Property in preparation for construction of Grantee's Wind Energy Project within twenty (20) business days after determination of the applicable fair market stumpage values. In such event, payment to Grantor for standing timber will be calculated utilizing fair market timber stumpage values. If the parties do not agree on the fair market stumpage values, then the parties shall agree upon an independent, licensed appraiser experienced in forest management and timber harvesting operations to be engaged who can determine the fair market stumpage values. Timber volume removal estimates for the stumpage value calculation will be generated and supplied by Grantor and agreed upon by the parties; or

- b. Stack any and all merchantable timber, trees, and other forest products roadside at a location designated by Grantor, provided such location is no greater than one mile by road from the timber clearing areas.

6.8 *[PORTION REDACTED FROM THIS RECORDABLE SHORT FORM – SEE COMPLETE AGREEMENT]*

6.9 If any person to whom Grantee is not then paying a Fee under this Agreement shall demand payment of a Fee from Grantee alleging a right to receive such Fee as a result of an assignment or transfer of Grantor's interest in this Agreement or otherwise, Grantee shall not be obligated to honor such demand unless Grantee shall receive written instructions to do so from the person to whom Grantee is then paying Fees pursuant to this Agreement or shall otherwise receive evidence reasonably satisfactory to Grantee of the right of the person making the demand. The withholding of any Fee by Grantee pending the determination of the right of the party making the demand shall not be deemed to be a default on the part of Grantee.

SECTION 7. RIGHT TO INSPECT RECORDS. Not more than once in each twelve (12) month period during the Initial Term or any extension term of this Agreement, Grantor, at its sole cost and expense, may cause an independent certified public accountant, to inspect Grantee's accounting records and documents during normal business hours at a location of Grantee's choosing to verify the calculation of amounts paid to Grantor as Term Fee; provided, however, in no event shall Grantor ever be permitted to inspect or cause to be inspected Grantee's records through, or with the assistance of, accountants or others whose compensation is contingent upon, or the amount of whose compensation is affected by, the outcome of such inspection, in whole or in part, or on any payment or reimbursement by Grantee to Grantor in connection with such inspection. Grantee shall have the right to approve the independent certified public accountant chosen by Grantor, such approval not to be unreasonably withheld, delayed, or conditioned. Any such request to audit must be made within one (1) years of receipt of the respective Term Fee payment. Any such audit must be completed within one week of commencement of the audit. If any Term Fee determinations are found to be incorrect, an adjustment will be promptly made between Grantor and Grantee to correct any underpayments or overpayments resulting from such incorrect determinations and, if it is determined as a result of the inspection that gross Revenues for any year during the Initial Term or any extension term of this Agreement were understated by more than five percent (5%), Grantee shall reimburse Grantor for all reasonable costs of the inspection. Any inspection shall be limited to the accounting records and documents used by Grantee in the computation of the Royalty. Grantor must give Grantee at least thirty (30) days prior written notice of any inspection.

SECTION 8. TAXES AND UTILITIES.

8.1 Property Taxes. During the Initial Term, or any extension term of this Agreement, Grantee shall be responsible to pay any real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises or

other Easement Areas arising solely from Grantee's improvements to the Premises or other Easement Areas, including any "tree growth" or land use conversion tax penalty. Except as set forth above, Grantor shall be responsible for payment of all property taxes assessed in connection with the Property. Such payment shall be made with respect to each tax period within thirty (30) days after Grantee shall have received from Grantor a copy of Grantor's tax bill, together with a statement showing the amount due from Grantee; provided, however, that Grantee shall not be required to make such payment until the date which is fifteen (15) days before the last date such taxes may be paid to the taxing authority without interest or penalty. If Grantee shall fail to make its payment as required under this Section and such failure by Grantee shall result in an assessment of interest or penalty by the taxing authority, then Grantee shall be responsible for the payment of such interest or penalty. If at any time a tax lien shall be recorded against the Property, or any part thereof, due to the failure of Grantor to pay any tax installment when due, Grantee may thereafter make all payments due hereunder to the taxing authority. Any payment made by Grantee for amounts owed by Grantor may be set off by Grantee from the amount of any Fee next due from Grantee to Grantor.

Grantor and Grantee each shall have the right to review real estate taxes by legal proceedings, instituted and conducted at the sole expense of the party commencing such proceedings, and in case, as a result of such proceedings, or otherwise, any such taxes or assessments shall be reduced, cancelled, set aside or to any extent discharged, Grantee's final liability hereunder shall be based on the amount that shall be finally imposed or be adjudicated to be due and payable on any such disputed or contested items. If Grantee commences such a proceeding, it agrees to notify Grantor and Grantor shall reasonably cooperate with Grantee in the prosecution of such proceeding provided that Grantee shall pay all expenses of such proceeding. If Grantor commences such a proceeding, Grantor shall notify Grantee and Grantee shall reasonably cooperate in the prosecution of such proceeding provided that the party bringing the proceeding shall pay all expenses of such proceeding. If any such proceeding shall result in the reduction, abatement or return of any such taxes, the reasonable costs of such proceeding may first be recovered by the party incurring the same out of the amount of such reduction, abatement or return.

8.2 Utilities Grantee shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity, telephone or any other utility used or consumed in or about the Premises used solely in connection with the Wind Energy Project. In no event shall Grantor be liable for an interruption or failure in supply of any such utility to the Premises.

SECTION 9. MINIMAL IMPACTS AND GOVERNMENTAL APPROVALS. Grantee assumes the risk of use of the Property and agrees to use the minimum amount of acreage for the Easement Areas that is reasonably necessary, in the reasonable discretion of Grantee, for a safe and prudent operation of the Wind Energy Project. Further, Grantee agrees, to the extent commercially reasonable, to conduct its activities and to locate and operate its Improvements in such a way as to minimize adverse impacts to the Property and adjacent lands of Grantor. Prior to the filing or submission of any application or request for any Governmental Approvals, Grantee shall (i) provide Grantor copies of all such applications and/or requests, together with all supporting and ancillary documents related thereto, including the Site Plan. All such materials

shall be directed to Grantor at the address for Grantor set forth in Section 22. Prior to commencement of construction of any of the Improvements on the Property, Grantee shall (i) obtain and maintain all required Governmental Approvals; and (ii) provide to Grantor copies of said Approvals and any amendments and/or modifications thereto. Grantee shall operate and maintain the Improvements in good order and repair and in accordance with all said Approvals.

SECTION 10. GRANTOR'S RESERVED RIGHTS. Subject to Section 11 and the terms of this Agreement described herein, it is agreed by the parties that Grantor retains all rights to use the Property, and transfer, convey and assign such rights that do not interfere with the rights granted to Grantee hereunder, including without limitation, Ingress and Egress, Forestry Activities and Utility Transmission Activities described below. In connection herewith, Grantor shall indemnify, defend, and hold Grantee harmless from and against any and all losses, claims, liabilities, actions, damages, expenses, and/or costs (including court costs and reasonable attorney fees) arising from Grantor's exercise of Grantor's rights reserved hereunder.

10.1 Ingress and Egress. Grantor excepts and reserves full and free rights of ingress and egress over, on and across the Property and the right to assign said rights of ingress and egress to third parties subject to (i) Section 11 below, (ii) the Electrical Transmission Easement Terms and Conditions attached as **Exhibit F7**, with respect to Grantor's exercise of any such rights within the Transmission Routes, and (iii) the Access Easement Terms and Conditions attached as **Exhibit G7**, with respect to Grantor's exercise of any such rights within Access Routes or the Premises.

10.2 Forestry Activities. Grantor shall retain ownership of and the right to cut and remove all timber, trees, and other vegetation and forest products, and otherwise conduct forest management activities on the Premises and Property, in accordance with all applicable laws, rules, and regulations. Notwithstanding the foregoing, however, following the issuance of Grantee's Governmental Approvals, all timber, trees, and other vegetation harvesting and clearing activities conducted on any of the Easement Areas shall be undertaken by Grantor and/or Grantee in compliance with Grantee's Governmental Approvals.

10.3 Utility Transmission Activities. Grantor excepts and reserves full and free rights of utility transmission activities, including but not limited to oil, gas, electricity and telecommunications, over, under on and across the Premises and other Easement Areas and the right to assign said utility transmission rights to third parties, subject to (i) Section 11 below, and (ii) the Electrical Transmission Easement Terms and Conditions attached as **Exhibit F7**, with respect to Grantor's exercise of any such rights within the Transmission Routes; provided that nothing contained herein shall be deemed to require Grantee to co-locate or permit Grantor or others to use WTG Facilities or other utility facilities or property of Grantee.

SECTION 11. NON-INTERFERENCE. Grantor's activities on the Easement Areas or other portions of the Property, and/or any grant of rights Grantor makes to any person or entity to use the Easement Areas or other portions of Property, shall not materially interfere with the exercise of the rights granted to Grantee hereunder. Without limiting the generality of the foregoing, (i)

within One-Half (1/2) mile (or within a greater distance if, in the reasonable opinion of a mutually acceptable third party expert, actual turbulence-related interference would result) of any WTG, Grantor shall not interfere with the wind speed or wind direction over the Property, whether by placing WTGs, telecommunication towers or antennas or constructing buildings or other structures, or by engaging in any other activity on the Property that could be reasonably expected to cause a decrease in the output or efficiency of the Improvements located on the Property, and (ii) Grantor shall not disturb the subsurface such that it could be reasonably expected to materially and adversely interfere with the structural integrity of any Improvements located on the Property, whether by mining, drilling or otherwise. For the purposes of this Agreement any building or structure that Grantor installs within One-Half (1/2) Mile of any WTG shall be deemed not to materially interfere with the wind speed or wind direction over the Property or cause a decrease in the output of efficiency of the any WTG if the height of such structure from the base of any WTG on the Property is Thirty Feet (30') or less.

Grantee acknowledges that the Property is part of a commercial working forest, and, subject to this Section 11, Grantor shall have the right, but not the obligation, to conduct forest management and/or timber harvesting and hauling operations on the Property in accordance with any Wind Energy Project Governmental Approvals, and the Parties agree that such operations and activities shall not constitute an interference of the Wind Energy Project. It is further agreed by the Parties that Grantor may grant any and all rights, easements, licenses or other similar interests in the Property, or portions thereof, subject to the terms of this Agreement, provided the same do not prohibit or interfere with the development, construction and/or operation of the Wind Energy Project or otherwise restrict the rights of Grantee hereunder, including without limitation, the restrictions above. In no event during the term of this Agreement shall Grantor construct, build or locate or allow others to construct, build or locate (i) any building or structure on the Premises without the prior written consent of the Grantee, or (ii) any WTGs or any similar project on the Property (other than WTGs constructed for the Hancock Wind Project).

Grantee shall have the quiet use and enjoyment of the Premises and the other Easement Areas subject to and in accordance with the terms of this Agreement and subject to the reserved rights of Grantor hereunder, without interference of any kind by Grantor or any other person or entity claiming through Grantor, and Grantor shall protect and defend the right, title and interest of Grantee hereunder from any rights, interests, title and claims of Grantor or any third party claiming through Grantor.

SECTION 12. CABIN LOTS. At the request of Grantee, in order to facilitate the Wind Energy Project, Grantor agrees to reasonably cooperate with Grantee at Grantee's sole expense regarding the Cabin Lots, including: (a) working with the applicable licensee(s) to relocate one or more Cabin Lots farther away from the Wind Energy Project, provided that any such relocation does not count as a division of the Property under LURC rules; and (b) working to obtain from licensees under the Cabin Lots such sound and shadow easements or other written agreements that Grantee reasonably determines to be necessary or desirable for the Wind Energy Project. In addition, with respect to any Cabin Lots located within any Sound and Shadow Easement Areas, Grantor agrees that it shall condition any renewal of the applicable Recreational Cabin and Site License Agreement(s) to inclusion of specific provisions whereby the licensee (i) acknowledges that wind

turbine generator project activities at the Property may include audio, sound, visual, light, vibration, electromagnetic, shadow, shadow flicker, weather hazard and aesthetic impacts exceeding otherwise applicable federal, state, local or other maximum levels and limits applicable to locations on the Cabin Lot, and (ii) consents to such audio, sound, visual, light, vibration, electromagnetic, shadow, shadow flicker, weather hazard and aesthetic impacts related thereto.

SECTION 13. INDEMNIFICATION. The Grantee shall indemnify and hold harmless the Grantor against any claim of liability or loss from personal injury or property damage in connection with Grantee's use of the Premises or the Property to the extent caused by the negligence of the Grantee, its employees, agents, contractors and consultants. The Grantor shall indemnify and hold harmless the Grantee against any claim of liability or loss from personal injury or property damage in connection with Grantor's use of the Premises or the Property to the extent caused by the negligence of the Grantor, its employees, agents, contractors and consultants.

SECTION 14. INSURANCE. During the term of the Agreement, Grantee shall maintain primary insurance coverage described in the BBC Land LLC Grantee Insurance Requirements attached as **Exhibit H**, provided that Grantee's obligations to maintain such insurance shall always be subject to the commercial availability of the required insurance.

The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Improvements or any personal property at the Property, resulting from fire or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. Grantee shall maintain adequate casualty insurance for damage or destruction to the Improvements situated on the Premises or other Easement Areas, and any insurance proceeds recovered under said policies on account of any damage or destruction to such improvements shall be paid to Grantee.

SECTION 15. REMOVAL UPON TERMINATION. The Grantee, upon termination of the Agreement, for any reason, shall, within one hundred eighty (180) days from the date of termination (the "Decommissioning Period") or, in the case of decommissioning, from the date of receipt of any and all necessary permits or approvals to decommission the Wind Energy Project, remove its WTGs, towers, transmission and interconnection facilities, buildings, equipment, fixtures and all personal property and otherwise restore the Premises, reasonable wear and tear and casualty excepted to the condition existing prior to the date of this Agreement. It is understood that WTG foundations shall be removed to three (3) feet below grade and replaced with topsoil and any access roads and crane pads will be seeded. Buried collector and transmission lines will not be removed. At the request of Grantor, and subject to Grantee's approval and conformity with all Governmental Approval(s), any portion of the Wind Energy Facility may remain on the Premises after termination and be transferred to Grantor. . Nothing contained herein shall be deemed to require Grantee to plant trees on the Property, or to remove or decommission any roads located on the Property or Access Routes. The Grantor agrees and acknowledges that all of the WTGs, towers, transmission and interconnection facilities, buildings, equipment, fixtures and other

property of the Grantee shall at all times prior to completion of decommissioning, remain the personal property of the Grantee, and the Grantee shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If Grantee remains on the Premises for purposes of completing the above-mentioned decommissioning activities longer than the Decommissioning Period, then Grantee shall pay a Removal Fee of: 1) for a three (3) month period of time after the Decommissioning Period, at the then existing quarterly rate prorated for each day after the Decommissioning Period, and then 2) at 150% of the said quarterly rate prorated for any period of time thereafter. The Removal Fee shall continue until such time as the removal of all Improvements and associated personal property is completed, except as otherwise provided herein.

SECTION 16. SALE OR DIVISION OF PROPERTY. Should the Grantor, at any time during the term of this Agreement, decide to lease, sell or in any way transfer all or any part of the Easement Areas or other portions of the Property to a purchaser other than the Grantee, such sale shall be under and subject to this Agreement and the Grantee's rights hereunder.

SECTION 17. INTENTIONALLY DELETED.

SECTION 18. TITLE. The Grantor covenants that the Grantor is seized of good and sufficient title and interest to the Easement Areas and other portions of the Property and has full authority to enter into and execute this Agreement. The Grantor further covenants that on the Effective Date and the date of recording of this Short Form Easement pursuant to Section 26 below, except as disclosed in writing by Grantor, there are no other liens, encumbrances, judgments or impediments of title on the Easement Areas or other portions of the Property or affecting the Grantor's title to the same and that there are no easements, rights of possession or occupancy, or any purchase rights, options or rights of first refusal relating thereto, covenants, easements or restrictions excepting those Title Exceptions described in **Exhibit I**. In the event that any such Title Exceptions shall reasonably be deemed by Grantee to materially and adversely affect the Wind Energy Project, Grantor shall reasonably cooperate with Grantee in obtaining any third-party agreement necessary to resolve the problem. Furthermore, to the best of Grantor's knowledge and belief, 1) there are no abandoned wells, solid waste disposal sites, or hazardous substances located on the Property, 2) the Property is not subject to any judicial or administrative action, investigation or order under any applicable environmental laws or regulations, 3) there are no pending litigations, and 4) there are no litigation or administrative actions proposed, threatened, or anticipated with respect to any matter affecting the Property. If Grantor learns of any litigation or administrative action proposed, threatened or instituted with respect to the Property prior to or following the Effective Date, Grantor shall promptly deliver written notice thereof to Grantee. Grantor further covenants that any person executing this Agreement in a representative capacity has full right and lawful authority to execute this Agreement for the term in the manner and upon the conditions and provisions herein contained. Grantor agrees to provide to Grantee such evidence of the existence and authority of Grantor to enter into this Agreement, and the authority of the party executing this Agreement on behalf of Grantor, as Grantee shall reasonably request. In the event Grantor shall be in breach of any of the covenants or provisions of this Section and shall fail to

remedy such breach within thirty (30) days after being given notice of such breach, Grantee shall have the right to pursue all available remedies at law or in equity and shall have the further right to terminate this Agreement by giving notice of such termination to Grantor, and upon giving such notice this Agreement shall terminate and expire and any unearned Fee shall be immediately returned to Grantee.

SECTION 19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the Grantor and the Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either the Grantor or the Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

SECTION 20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated in accordance with the laws of the State of Maine.

SECTION 21. ASSIGNMENT; SUB-EASEMENT. This Agreement and the rights and privileges of Grantee hereunder may be sold, assigned, leased or transferred in whole or in part by the Grantee without any approval or consent of the Grantor. The Grantee may lease or grant a sub-easement in all or a portion of the Premises or the other Easement Areas within its sole discretion. Any assignments of the Easements that are entered into by the Grantee shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. In the event it shall become necessary or desirable in connection with the Wind Energy Project for Grantee to assign to a third party any Electrical Transmission Easement rights included as part of Grantee's easement interests hereunder, Grantor agrees to cooperate in good faith in negotiating and granting to such third party a separate easement for such rights, consistent with and subject to the Electrical Transmission Easement Terms and Conditions attached as **Exhibit F7**.

SECTION 22. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To the Grantor: Ursa Major, LLC
c/o American Forest Management
40 Champion Lane
Milford, ME 04461

With a copy to: David B. Soule, Jr. Esq.
Soule, Soule & Logan
152 Main St.
Wiscasset, ME 04578

To the Grantee: Weaver Wind, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

with a copy to: First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111
Attn: General Counsel

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

SECTION 23. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

SECTION 24. SUBORDINATION AND NON-DISTURBANCE. Any mortgage or other security interest encumbering the Easement Areas or other portions of the Property (including any listed on the attached **Exhibit I**) shall recognize the validity of this Agreement, by non-disturbance agreement satisfactory to Grantee and any Financing Party. In the event the Property is encumbered by a mortgage or other security interest on the Effective Date or on the date of recording of this Short Form Easement pursuant to Section 26 below, Grantor shall, upon request of Grantee, promptly obtain and furnish to the Grantee a non-disturbance agreement for each such mortgage or other security interest in recordable form. Any such non-disturbance agreement shall include provisions to the effect that:

(i) in the event of foreclosure, sale pursuant to a foreclosure, or other action taken under the mortgage by the holder(s) thereof, this Agreement and the rights and privileges of Grantee hereunder shall not be interrupted or disturbed but shall continue in full force and effect subject, however, to the provisions of this Agreement concerning Grantee defaults;

(ii) in the event the Improvements upon the Premises or other Easement Areas shall be damaged or destroyed by fire or other casualty, or if a portion of the Premises or the Property shall be taken by or under threat of eminent domain proceedings, all insurance proceeds and/or condemnation awards paid by reason of such damage, destruction or taking shall be paid and applied in accordance with the provisions of this Agreement; and

(iii) the right of Grantee to construct Improvements upon the Premises or the other Easement Areas shall be governed by the applicable provisions of this Agreement and not by the provisions of the mortgage.

In the event Grantor shall be in breach of the foregoing agreement and shall fail to remedy such breach within sixty (60) days after being given notice of such breach, Grantee shall have the right to terminate this Agreement by giving notice of such termination to Grantor, and upon giving such notice this Agreement shall terminate and expire and any unearned Fee shall be immediately returned to Grantee. In the event the Grantor defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Easement Areas or other portions of the Property, the Grantee, may, at its sole option and without obligation, cure or correct the Grantor's default and upon doing so, the Grantee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the Grantee shall be entitled to deduct and setoff against all Fees that may otherwise become due under this Agreement the sums paid by the Grantee to cure or correct such defaults.

SECTION 25. MORTGAGE. In connection with the Grantee's financing of the Wind Energy Project, the Grantee and every successor and assign of the Grantee is hereby given the right by the Grantor in addition to any other rights herein granted, without the Grantor's prior written consent, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interests in this Agreement, or any part or parts thereof, under one or more mortgage(s), and to assign this Agreement, or any part or parts thereof, and any sub-easements as collateral security for such mortgage(s), upon the condition that all rights acquired under such mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Agreement, and to all rights and interests of the Grantor herein, none of which covenants, conditions or restrictions is or shall be waived by the Grantor by reason of the right given so to grant mortgages with respect to such interest in this Agreement, except as expressly provided herein. The term "mortgage" shall include mortgages, deeds of trust, collateral or conditional assignments of the Grantee's interest in this Agreement and like instruments and all modifications, extensions, renewals and replacements thereto. No mortgage given by the Grantee under the provisions of this Section shall be deemed to be an assignment of this Agreement so as to require the assumption of said obligations and liabilities by the Financing Party. If the Grantee and/or the Grantee's successors and assigns shall grant a mortgage with respect to this Agreement or any part or parts thereof, and if the Financing Party shall send to the Grantor written notice of such mortgage(s) specifying the name and address of such Financing Party, the Grantor agrees that so long as any such mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the Financing Party to the Grantor, the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Agreement by joint action of the Grantor and the Grantee without the prior consent in writing of the Financing Party.

(b) The Grantor shall, upon serving the Grantee with any notice of default, also serve a copy of such notice upon the Financing Party, and no such notice of default to the Grantee shall be effective unless and until a copy of such notice is served upon each such Financing Party. The Financing Party shall thereupon have the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and the Grantor shall accept such performance by or at the instigation of such Financing Party as if the same had been done by the Grantee.

(c) Anything herein contained notwithstanding, while such mortgage(s) remains unsatisfied of record, or until written notice of satisfaction is given by the Financing Party to the Grantor, if any default shall occur which, pursuant to any provision of this Agreement, entitles the Grantor to terminate this Agreement, and if before the expiration of thirty (30) days from the date of service of notice of termination upon such Financing Party, such Financing Party shall have notified the Grantor of its desire to nullify such notice and shall have paid to the Grantor all Fees and other payments herein provided for, and then in default, and shall have complied or shall commence the work of complying with all of the other requirements of this Agreement, if any are then in default, and shall prosecute the same to completion with reasonable diligence, then in such event the Grantor shall not be entitled to terminate this Agreement and any notice of termination theretofore given shall be void and of no effect.

In addition to the foregoing, at the reasonable request of the Grantee, the Grantor shall (i) amend this Agreement, (ii) execute a new Agreement for the Easement Areas and other portions of the Property if this Agreement is terminated for any reason, (iii) execute an estoppel certificate regarding the status of this Agreement and such further documents as are reasonably requested by the Financing Party or any other Person providing debt or equity financing for the Wind Energy Project, (iv) cause any mortgage and or security interest encumbering the Easement Areas or other portions of the Property to subordinate to this Agreement and any mortgage given to a Financing Party or any other Person providing debt or equity financing for the Wind Energy Project, and (v) cure any defects of title related to the Easement Areas or other portions of the Property. *[PORTION REDACTED FROM THIS RECORDABLE SHORT FORM – SEE COMPLETE AGREEMENT]*

The Grantee, and every successor and assign of the Grantee, shall also have the absolute right, without the Grantor's consent, to place liens upon or give security interests in any or all of the fixtures and other personal property erected or installed by the Grantee on the Easement Areas. Any such lien or security interest shall vest in the lien holder or secured party, a prior lien on or security interest in such fixtures and other personal property, subject only to existing mortgages heretofore granted by the Grantor and the Grantee. The Grantor shall execute any instruments that the lien holders or secured parties may request or require from the Grantor, with respect to acknowledging (i) the right of the Grantee or its assignee or sub Grantor to erect or install such fixtures and other personal property, and that same shall not be deemed to be nor

become part of the Easement Areas, (ii) the right of the lien holder or secured party to maintain a lien thereon or security interest therein superior to any claim and interest of the Grantor, and (iii) the right to remove any and all such fixtures and other personal property in the event of default in the instrument creating the lien or security interest, subject to making reasonable repairs to the Easement Areas for any physical injury caused thereto by such removal, but without any liability for diminution in value of the Easement Areas caused by the absence of the fixtures and other personal property so removed and without any necessity for replacing same. The Grantor hereby waives any contractual, statutory or other Grantor's lien on the Grantee's furniture, fixtures, supplies, equipment, inventory and other personal property.

SECTION 26. RECORDING. Grantor and Grantee have executed a complete version of this Agreement of even date herewith, and have executed this Short Form for the purpose of providing constructive notice of the complete Agreement. In the event of any conflict between the provisions of this Short Form and the provisions of the complete Agreement, the provisions of the complete Agreement shall control. In the event the Parties execute a Survey Amendment pursuant to Section 4 above, Grantor and Grantee shall promptly record said Survey Amendment reflecting the relocated Easement Areas. Upon expiration or any termination of this Agreement, the Parties shall promptly execute a written notice of such expiration or termination for recording at the appropriate Registry of Deeds.

SECTION 27. DEFAULT.

27.1 Grantee Fee Defaults. If default shall occur in the due and punctual payment of any Fee or real estate taxes payable by Grantee hereunder when and as the same shall become due and payable, and such default continues for a period of thirty (30) days after written notice from the Grantor, then the Grantor at any time thereafter, subject to the rights of the Financing Party as set forth in Section 25 hereof, by written notice to the Grantee, may declare the termination of this Agreement and by due process of law, expel, remove and put out the Grantee or any person or persons occupying the Premises or Easement Areas. The Grantee hereby agrees to surrender and deliver up the Premises peaceably to the Grantor immediately upon termination of the Agreement.

27.2 Grantee Non-Fee Defaults. If default shall be made by Grantee in the performance or compliance with any of the agreements, terms, covenants or conditions in this Agreement provided, other than those referred to in the foregoing Section 27.1, and such default continues for a period of thirty (30) days after written notice from the Grantor specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, Grantee fails to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence and within a period of time which, under all prevailing circumstances, shall be reasonable, then Grantee shall be in default under this Agreement and Grantor shall be entitled to seek whatever remedies may be available at law or in equity, including any action as may be available for damages or for specific performance, provided, however, that Grantor shall have no right to cancel or terminate this Agreement or regain possession by reason of such default.

27.3 Grantor Default; Grantee Self-Help. If Grantor shall default in the performance or observance of any agreement, obligation, warranty, condition or other provision in this Agreement contained on its part to be performed or observed, and if Grantor shall not cure such default within thirty (30) days after written notice from Grantee specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Grantee may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Grantor, and any amount reasonably paid by Grantee or any contractual liability reasonably incurred by Grantee in curing such default shall be deemed paid or incurred for the account of Grantor and Grantor shall reimburse Grantee therefor. If Grantor shall fail to reimburse Grantee within thirty (30) days after demand for any amount reasonably paid for the account of Grantor in accordance with the provisions of this Section, Grantee may deduct said amount from the next payment or several payments of Fees due hereunder until such amounts have been fully recovered by Grantee. Without limiting the generality or effectiveness of the foregoing provisions in any way, it is hereby specifically agreed and provided that if Grantor shall fail to discharge or bond off to the satisfaction of Grantee, within thirty (30) days after written demand by Grantee, any mechanic's or materialman's lien, tax lien, or other lien or attachment against the Easement Areas or Property, or any portion thereof, which is superior to the lien of this Agreement or which is inconsistent with Grantor's covenants set forth in Section 18 above, Grantee shall have the right to bond the lien off or to pay such amounts to the holder(s) of any such lien or attachment as shall be necessary to cause the same to be removed and discharged, and the amounts paid by Grantee may be deducted by Grantee, as aforesaid, from the next installment or next several installments of Fees payable hereunder until such amounts have been fully recovered by Grantee. The good faith deduction of Fees by Grantee in accordance with the provisions hereof shall not constitute a default by Grantee in the payment of Fees or in the performance of its obligations under this Agreement unless Grantee shall fail to pay the amount of such deduction to Grantor within thirty (30) days after a final adjudication that such amount is due and owing to Grantor.

SECTION 28. CASUALTY. In the event of damage by fire or other casualty whatsoever at the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty whatsoever so that such damage may reasonably be expected to disrupt the Grantee's operations at the Premises for more than forty-five (45) days, or if any event makes it impossible for the Grantee to effectively and practicably operate Grantee's business at a reasonable profit as determined by Grantee, then the Grantee may at any time following such fire or other casualty or event, terminate this Agreement upon sixty (60) days written notice to the Grantor. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement.

SECTION 29. CONDEMNATION. In the event of any condemnation of the Easement Areas or other portions of the Property, the Grantee may, at its sole option, terminate this Agreement upon

sixty (60) days written notice to the Grantor if such condemnation may reasonably be expected to disrupt the Grantee's operations at the Premises for more than forty-five (45) days. The Grantee may on its own behalf make a claim in any condemnation proceeding involving the Premises or other Easement Areas for losses related to the Wind Energy Project, its relocation costs and its damages and losses. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

SECTION 30. SUBMISSION OF AGREEMENT. The submission of this Agreement for examination does not constitute an offer to grant the Easements, and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

SECTION 31. APPLICABLE LAWS. The Grantee shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. The Grantee agrees to keep the Premises in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the Grantor regarding any compliance required by the Grantor in respect to its use of the Property.

SECTION 32. ARBITRATION. Any controversy, claim or dispute between the parties arising out of or related to this Agreement or the breach, termination or invalidity hereof, which cannot be settled amicably by the parties, shall be submitted for arbitration in accordance with the provisions contained herein and in accordance with the American Arbitration Association Arbitration Rules as at present in force ("Rules"). The arbitration hearings shall be held at a location mutually agreed by Grantor and Grantee. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The decision of the arbitrators shall be final, and each of the parties waives any right to appeal any decision reached by the arbitrators. The arbitrators shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including but not limited to whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein. The prevailing party shall be entitled to recover costs and reasonable attorneys' fees from the non-prevailing party. Any party desiring arbitration shall serve on the other party and any other applicable Person, in accordance with the aforesaid Rules, its notice of arbitration ("Arbitration Notice"), accompanied by the name of the arbitrator selected by the party serving the Arbitration Notice. Failing the other party's acceptance of the selected arbitrator or the parties' agreement on a single mutually acceptable arbitrator, a second arbitrator shall be chosen by the other party, and a third arbitrator shall be chosen by the two arbitrators so selected and act as presiding arbitrator of the tribunal. If the party upon whom the Arbitration Notice is served fails to accept the first

party's arbitrator, agree with the first party upon a single mutually acceptable arbitrator or advise the other party of its selection within thirty (30) days after the receipt of the Arbitration Notice, the second arbitrator shall be selected by the appointing authority. If the two arbitrators so chosen cannot agree upon a third arbitrator within ten (10) days after the appointment of a second arbitrator, the third arbitrator shall be selected by the American Arbitration Association (the "AAA"), which shall be the appointing authority and administering authority in accordance with the Rules; provided that, the parties may strike the names of arbitrators proposed by the AAA from a first and a second list to select the third arbitrator, and the AAA shall only select such arbitrator in its discretion if all those proposed by the AAA on the two lists are rejected by the parties.

SECTION 33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

SECTION 34. CAPTIONS AND CONSTRUCTION. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement. Where the context requires, all singular words in this Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, all of the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

SECTION 35. ESTOPPEL CERTIFICATES.

35.1 **Grantee's Obligation.** The Grantee agrees, at any time and from time to time, upon not less than ten (10) days' prior request by Grantor, to execute, acknowledge and deliver to Grantor a statement in writing certifying, if such be the case, that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the Agreement as modified is in full force and effect), and that there are no defenses or offsets thereto then accrued, or stating those claimed by Grantee, and the dates to which the Fees and other charges have been paid, and any other matter strictly of a factual nature that Grantor reasonably requests, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of, or any prospective holder of a mortgage upon, the fee of the Property, or by any other properly interested party.

35.2 **Grantor's Obligation.** The Grantor agrees, at any time and from time to time, upon not less than ten (10) days' prior request by Grantee, to execute, acknowledge and deliver to Grantee a statement in writing certifying, if such be the case, that this Agreement is

unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the Agreement as modified is in full force and effect), and that Grantor is asserting no claims of default in the obligations to be performed by Grantee under this Agreement, or stating the nature of any claimed default, and the dates to which the Fees and other charges have been paid, and any other matter strictly of a factual nature that Grantee reasonably requests, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or assignee of the Grantee's interest in this Agreement or the Easement Areas, or by any other properly interested party.

SECTION 36. CONFIDENTIALITY. Grantor agrees and acknowledges that the terms of the complete Agreement redacted from this Short Form are confidential, and Grantor shall not disclose any of such redacted terms of the complete Agreement to any third party without Grantee's prior written consent. Grantor acknowledges that remedies at law may be inadequate to protect Grantee against actual or threatened breach of this provision of the Agreement by Grantor. Without prejudice to any other rights and remedies otherwise available to Grantee, Grantor agrees to the granting of injunctive relief in Grantee's favor without proof of actual damages. Grantee reserves its right to seek any and all other available remedies in law or in equity for Grantor's breach of this confidentiality provision.

SECTION 37. COUNTERPARTS. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute but one and the same instrument.

[Signatures contained on following page.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals effective as of the day and year first above written.

WITNESS:

[Signature]

GRANTOR: URSA MAJOR, LLC

By: [Signature]

Name: THAD YORK

Title: PRESIDENT

[Signature]

GRANTOR: BBC LAND, LLC

By: [Signature]

Name: THAD YORK

Title: PRESIDENT

Acknowledgment of Grantor

STATE OF Wyoming
COUNTY OF Carbon

On this 22 day of October, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Thad York, PRESIDENT, GRANTOR of said Ursa Major, LLC, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, Ursa Major, LLC, upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public

STATE OF Wyoming
COUNTY OF Carbon

On this 22 day of October, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Thad York, PRESIDENT, Grantor of said BBC Land, LLC, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, BBC Land, LLC, upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public

WITNESS

Celine M. Violette

GRANTEE: WEAVER WIND, LLC

By: Maine Wind Holdings, LLC, its Member

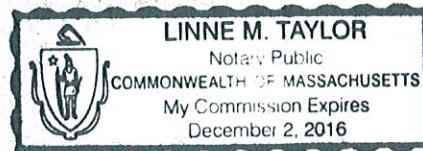
By: EW
Name: Elizabeth Weir
Title: Assistant Secretary

Acknowledgment of Grantee

STATE OF Massachusetts
COUNTY OF Suffolk

On this 5th day of November, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Elizabeth Weir, Assistant Secretary of said Maine Wind Holdings, LLC, the Member of said Hancock Wind, LLC, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, Hancock Wind, LLC, upon behalf of which the individual acted, executed the instrument.

Linne M. Taylor
Notary Public



Exhibits

Wind Energy Easement Agreement

Exhibit A	Property Description
Exhibits A1 – A2	Property Maps
Exhibit B	Premises Description
Exhibit B1	WTG Centerpoint Coordinates
Exhibit B2 – B3	Premises Maps
Exhibit C	Cabin Lots
Exhibit C1 – C2	Cabin Lots Maps
Exhibit D	Other Licenses and Contracts
Exhibit E	Sound and Shadow Easement Area Description
Exhibit E1 – E2	Sound and Shadow Easement Maps
Exhibit E3	Sound and Shadow Easement Terms and Conditions
Exhibit F	Transmission Route Description
Exhibits F1 – F6	Transmission Route Maps
Exhibit F7	Electrical Transmission Easement Terms and Conditions
Exhibit G	Access Route Description
Exhibits G1 – G6	Access Route Maps
Exhibit G7	Access Easement Terms and Conditions
Exhibit H	BBC Land LLC Grantee Insurance Requirements
Exhibit I	Title Exceptions

Exhibit A

to Wind Energy Easement Agreement

PROPERTY DESCRIPTION

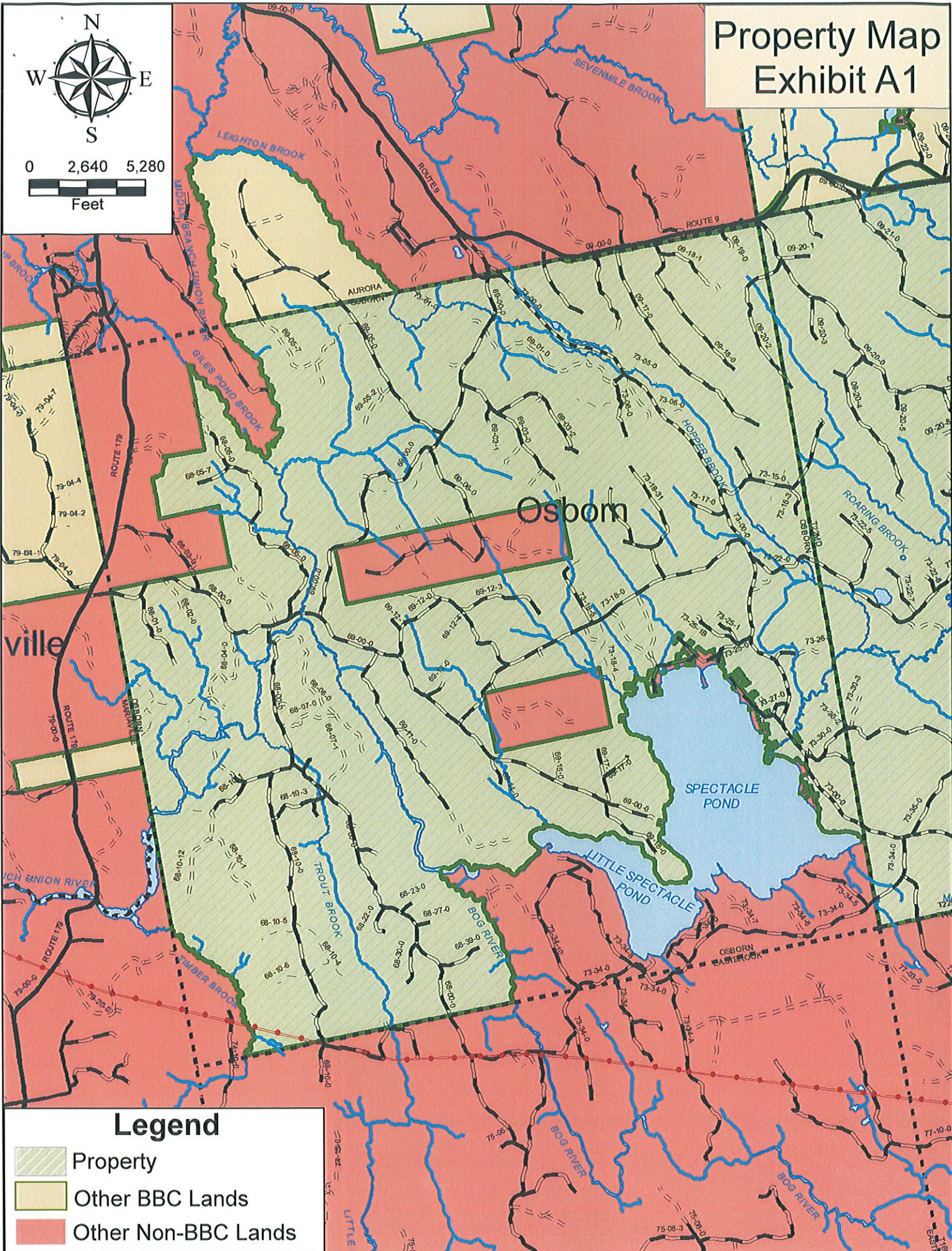
All that parcel of land located in Osborn and Twp 22 MD, Hancock County, Maine located as shown on the attached Exhibits A1 and A2, being a portion of the lands more particularly described:

- 1) In a deed from Black Bear Cub Inc. to BBC Land LLC dated January 1, 2011 and recorded in the Hancock County Registry of Deeds in Book 5570 Page 253.
- 2) In a deed from Kennebec West Forest LLC dated January 1, 2011 and recorded in the Hancock County Registry of Deeds in Book 5571 Page 1.

Property Map Exhibit A1



0 2,640 5,280
Feet



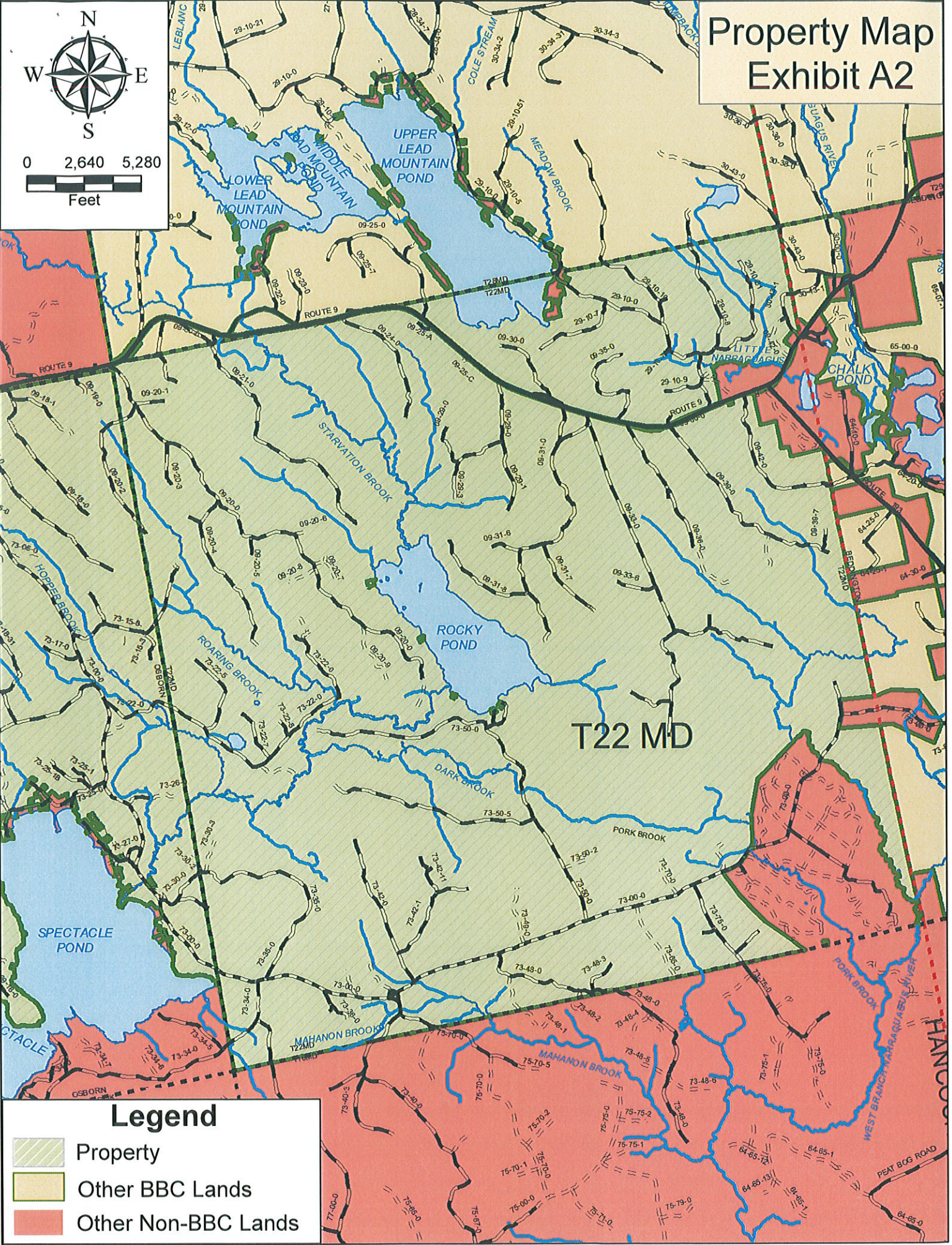
Legend

-  Property
-  Other BBC Lands
-  Other Non-BBC Lands

Property Map Exhibit A2



0 2,640 5,280
Feet



Legend

- Property
- Other BBC Lands
- Other Non-BBC Lands

Exhibit B

to Wind Energy Easement Agreement

PREMISES DESCRIPTION

All those certain tracts or parcels of land located on the Property of the Grantor located in Osborn and Twp 22 MD, Hancock County, Maine described as follows:

All those parcels of land located within a 250' radius of the WTG Centerpoint Coordinates preliminarily described in **Exhibit B1** and generally shown on the Premises Maps attached as **Exhibits B2 and B3**.

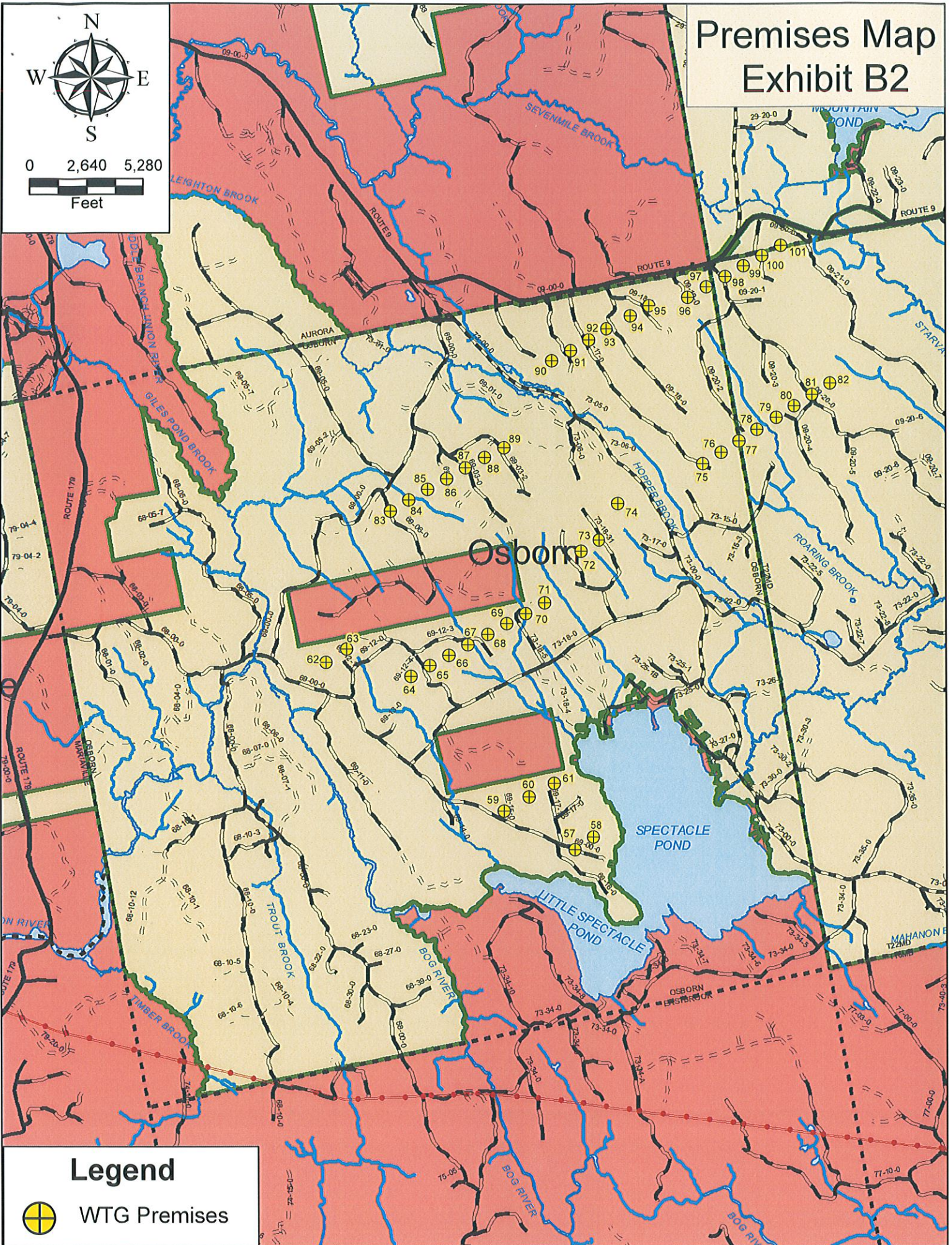
Exhibit B1**Weaver Ridge****WTG Centerpoint Coordinates**

Project	WTG #	Latitude	Longitude	y_proj	x_proj
Weaver Ridge	57	44.75954323	-68.22749594	4956528.472	561139.256
Weaver Ridge	58	44.7611459	-68.22412835	4956709.036	561404.084
Weaver Ridge	59	44.76450449	-68.24013104	4957070.165	560134.113
Weaver Ridge	60	44.76626926	-68.2356643	4957269.512	560485.758
Weaver Ridge	61	44.76796499	-68.23115055	4957461.244	560841.174
Weaver Ridge	62	44.78351113	-68.27160717	4959158.697	557624.264
Weaver Ridge	63	44.78515681	-68.26783216	4959344.186	557921.266
Weaver Ridge	64	44.78162468	-68.25633928	4958960.075	558834.047
Weaver Ridge	65	44.78294717	-68.25297209	4959109.422	559099.09
Weaver Ridge	66	44.78420069	-68.24955799	4959251.154	559367.903
Weaver Ridge	67	44.78552297	-68.2461905	4959400.501	559632.946
Weaver Ridge	68	44.7867905	-68.24265384	4959543.901	559911.416
Weaver Ridge	69	44.78811258	-68.23928604	4959693.248	560176.459
Weaver Ridge	70	44.78936568	-68.23587134	4959834.979	560445.272
Weaver Ridge	71	44.79068755	-68.23250324	4959984.326	560710.315
Weaver Ridge	72	44.79713371	-68.22579865	4960705.414	561233.842
Weaver Ridge	73	44.79852826	-68.2224938	4960862.82	561493.751
Weaver Ridge	74	44.80308826	-68.21889889	4961372.086	561773.21
Weaver Ridge	75	44.80798096	-68.2035593	4961927.353	562981.015
Weaver Ridge	76	44.80940561	-68.2002783	4962088.156	563238.914
Weaver Ridge	77	44.81081023	-68.19698041	4962246.757	563498.157
Weaver Ridge	78	44.81223469	-68.19369908	4962407.56	563756.056
Weaver Ridge	79	44.81373846	-68.19015908	4962577.386	564034.308
Weaver Ridge	80	44.81516271	-68.18687741	4962738.188	564292.208
Weaver Ridge	81	44.81656695	-68.18357889	4962896.79	564551.450
Weaver Ridge	82	44.81799101	-68.1802969	4963057.592	564809.350
Weaver Ridge	83	44.80242665	-68.25972348	4961268.384	558545.274
Weaver Ridge	84	44.80382621	-68.25641751	4961426.238	558805.307
Weaver Ridge	85	44.8051429	-68.25304819	4961574.943	559070.422
Weaver Ridge	86	44.80644682	-68.24967024	4961722.247	559336.220
Weaver Ridge	87	44.80777507	-68.24630825	4961872.253	559600.719
Weaver Ridge	88	44.80904839	-68.24289327	4962016.208	559869.453
Weaver Ridge	89	44.81027194	-68.23945557	4962154.662	560140.024
Weaver Ridge	90	44.82119727	-68.23075391	4963374.763	560816.622
Weaver Ridge	91	44.82245202	-68.22733809	4963516.707	561085.352
Weaver Ridge	92	44.82381356	-68.22400477	4963670.463	561347.435
Weaver Ridge	93	44.82512973	-68.22063551	4963819.217	561612.395
Weaver Ridge	94	44.8267308	-68.21628807	4964000.375	561954.366
Weaver Ridge	95	44.82800917	-68.21288886	4964144.978	562221.706
Weaver Ridge	96	44.82899802	-68.20598496	4964260.133	562766.392
Weaver Ridge	97	44.83029962	-68.20260371	4964407.337	563032.259
Weaver Ridge	98	44.83159751	-68.19921977	4964554.142	563298.331
Weaver Ridge	99	44.83291837	-68.19585289	4964703.497	563563.017
Weaver Ridge	100	44.83418445	-68.19244427	4964846.81	563831.050
Weaver Ridge	101	44.83542947	-68.18902051	4964987.807	564100.292
Weaver Ridge	102	44.80922092	-68.13922597	4962116.946	568066.918
Weaver Ridge	103	44.81056231	-68.13587774	4962268.761	568330.100
Weaver Ridge	104	44.81185581	-68.13246571	4962415.321	568598.372
Weaver Ridge	105	44.80505559	-68.12231573	4961668.544	569409.115
Weaver Ridge	106	44.80633826	-68.11892225	4961813.93	569675.935
Weaver Ridge	107	44.80767905	-68.11557373	4961965.745	569939.117
Weaver Ridge	108	44.80897194	-68.11216142	4962112.305	570207.389
Weaver Ridge	109	44.82320214	-68.12523799	4963681.84	569156.324
Weaver Ridge	110	44.82457996	-68.1212467	4963838.298	569470.210
Weaver Ridge	111	44.8196299	-68.10836947	4963299.514	570494.258
Weaver Ridge	112	44.82095343	-68.10500541	4963449.46	570758.609
Weaver Ridge	113	44.82235368	-68.10170298	4963607.886	571017.981

Premises Map Exhibit B2



0 2,640 5,280
Feet



Legend

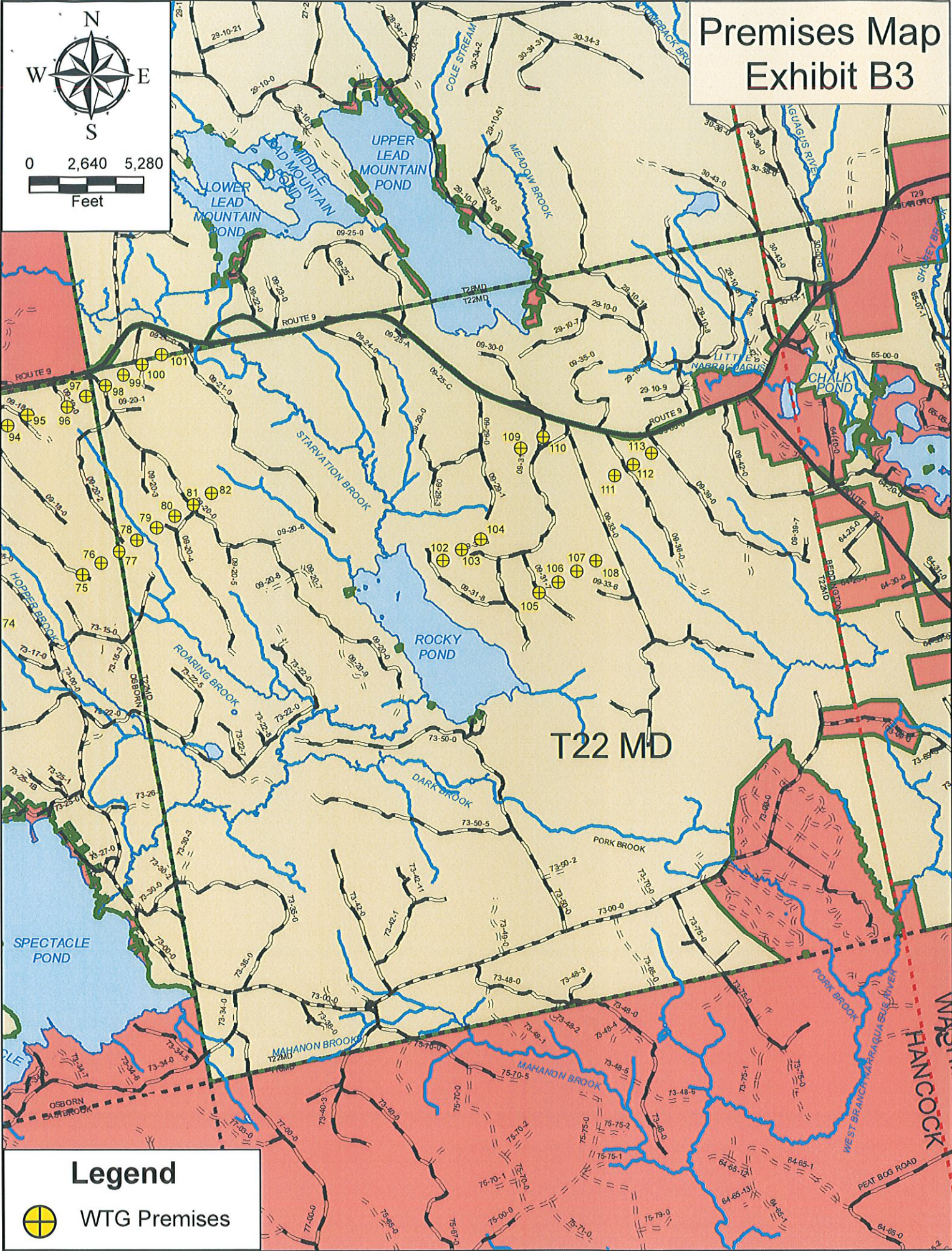


WTG Premises

Premises Map Exhibit B3



0 2,640 5,280
Feet



Legend



WTG Premises

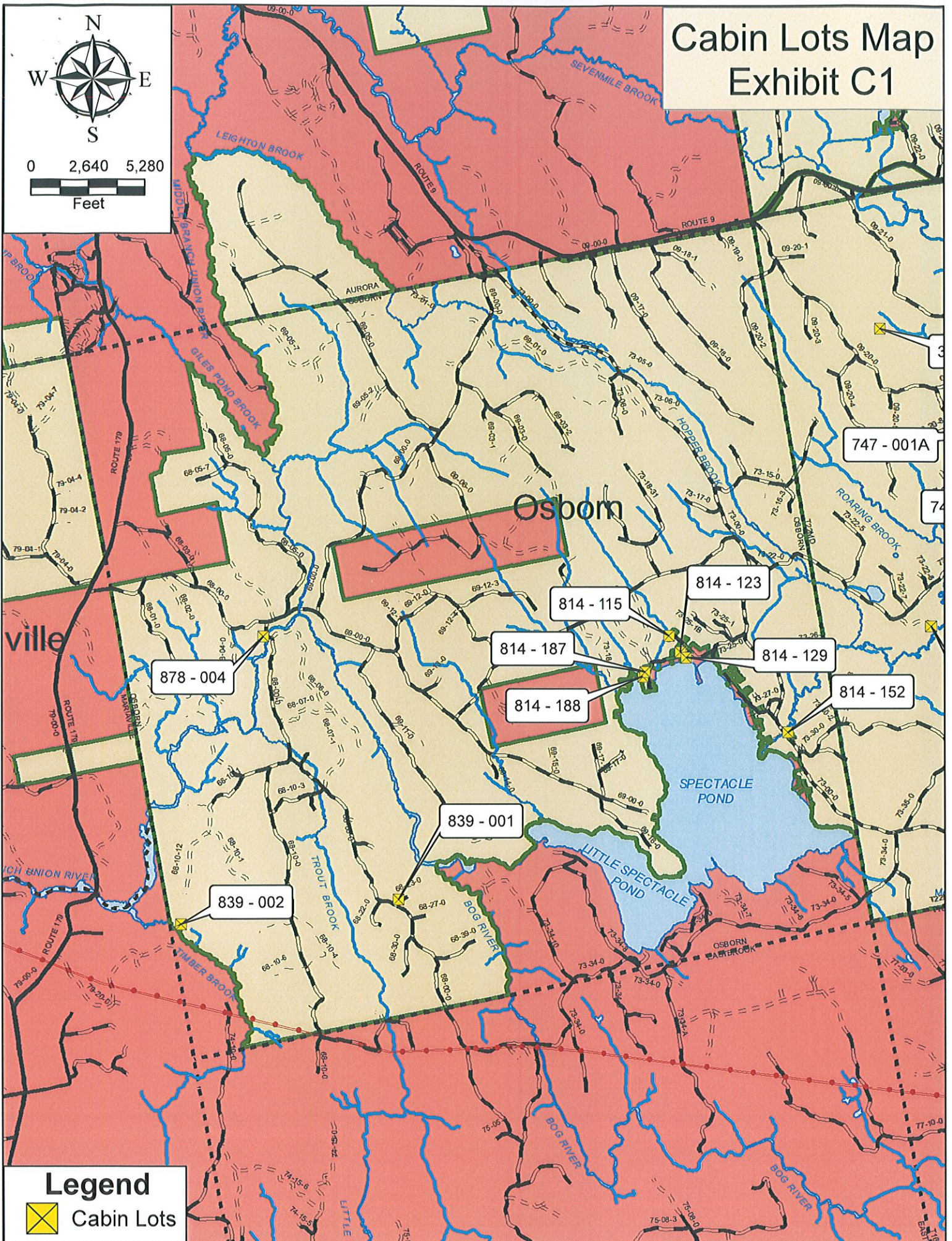
Exhibit C
to Wind Energy Easement Agreement
Cabin Lots

Landowner	License #	Project	Site	Township	Description
BBC Land, LLC	ME-0902827-SL	814	115	Osborn	Spectacle Pond
BBC Land, LLC	ME-0902672-SL	814	123	Osborn	Spectacle Pond
BBC Land, LLC	ME-0902264-SL	814	129	Osborn	Spectacle Pond
BBC Land, LLC	ME-0901660-SL	814	152	Osborn	Spectacle Pond
BBC Land, LLC	ME-0902654-SL	814	187	Osborn	Spectacle Pond
BBC Land, LLC	ME-0901725-SL	814	188	Osborn	Spectacle Pond
Ursa Major, LLC	ME-0901671-SL	839	001	Osborn	On rd. from Timber Brk to Jct. of E.Branch & Bog River
Ursa Major, LLC	ME-0900519-SL	839	002	Osborn	1 mile upstream from Jones Bridge, north side Timber Brook
Ursa Major, LLC	ME-0900702-SL	878	004	Osborn	West Side of East Branch of Union River
Ursa Major, LLC	ME-0900023-SL	015	001	TWP 22 MD	North of Route 9
Ursa Major, LLC	ME-0900670-SL	016	002	TWP 22 MD	South of Airline Road
Ursa Major, LLC	ME-0900231-SL	016	005	TWP 22 MD	South of Airline Road
Ursa Major, LLC	ME-0900478-SL	016	006	TWP 22 MD	South of Airline Road
Ursa Major, LLC		016	014	TWP 22 MD	West of 09-42-0 road
Ursa Major, LLC	ME-0900122-SL	370	001	TWP 22 MD	NW Part of Town, 1-1/2 mi. SE of NW Corner
Ursa Major, LLC	ME-0900534-SL	370	016	TWP 22 MD	Near South Line of Township, 4 miles west of Beddington townline
BBC Land, LLC	ME-0902772-SL	497	106	TWP 22 MD	Upper Lead Mountain Pond
Ursa Major, LLC	ME-0904040-SL	497	111	TWP 22 MD	Upper Lead Mountain Pond
Ursa Major, LLC	ME-0903044-SL	593	001	TWP 22 MD	Near West Branch of Narraguagus River
Ursa Major, LLC	ME-0900556-SL	593	002	TWP 22 MD	W. Branch of Narraguagus River near Sheep Rock Dam
BBC Land, LLC	ME-0900356-SL	747	001A	TWP 22 MD	Westerly shore of Rocky Pond
BBC Land, LLC	ME-0900443-SL	747	001B	TWP 22 MD	Westerly Shore of Rocky Pond
Ursa Major, LLC	ME-0900475-SL	802	001	TWP 22 MD	Smith Ridge
Ursa Major, LLC	ME-0902109-SL	878	005	TWP 22 MD	On E. Branch of Union River, approx. 1/2 mi.SE of Duck Pond
Ursa Major, LLC	ME-0902842-SL	990	030	TWP 22 MD	On south line of township; southwest of Blueberry Barrens

Cabin Lots Map Exhibit C1



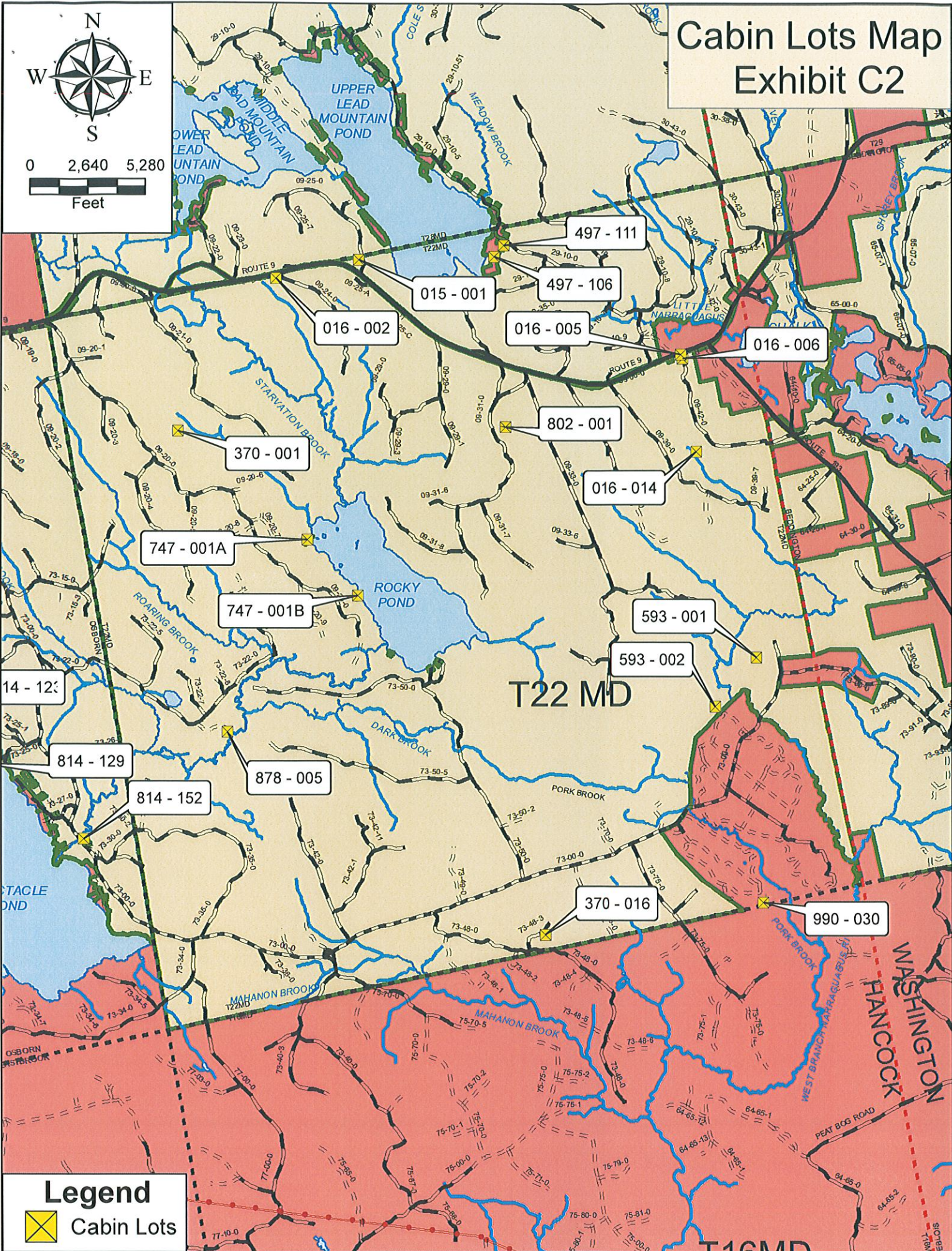
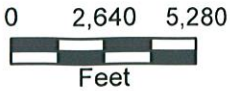
0 2,640 5,280
Feet




Legend

 Cabin Lots

Cabin Lots Map Exhibit C2



Legend

 Cabin Lots

T22 MD

WASHINGTON
FANCOCK

T16MD

Exhibit D

to Wind Energy Easement Agreement

OTHER LICENSES AND CONTRACTS

1. Blueberry Farm License dated March 21, 2012 between Ursa Major, LLC and Cecil Gray

Exhibit E

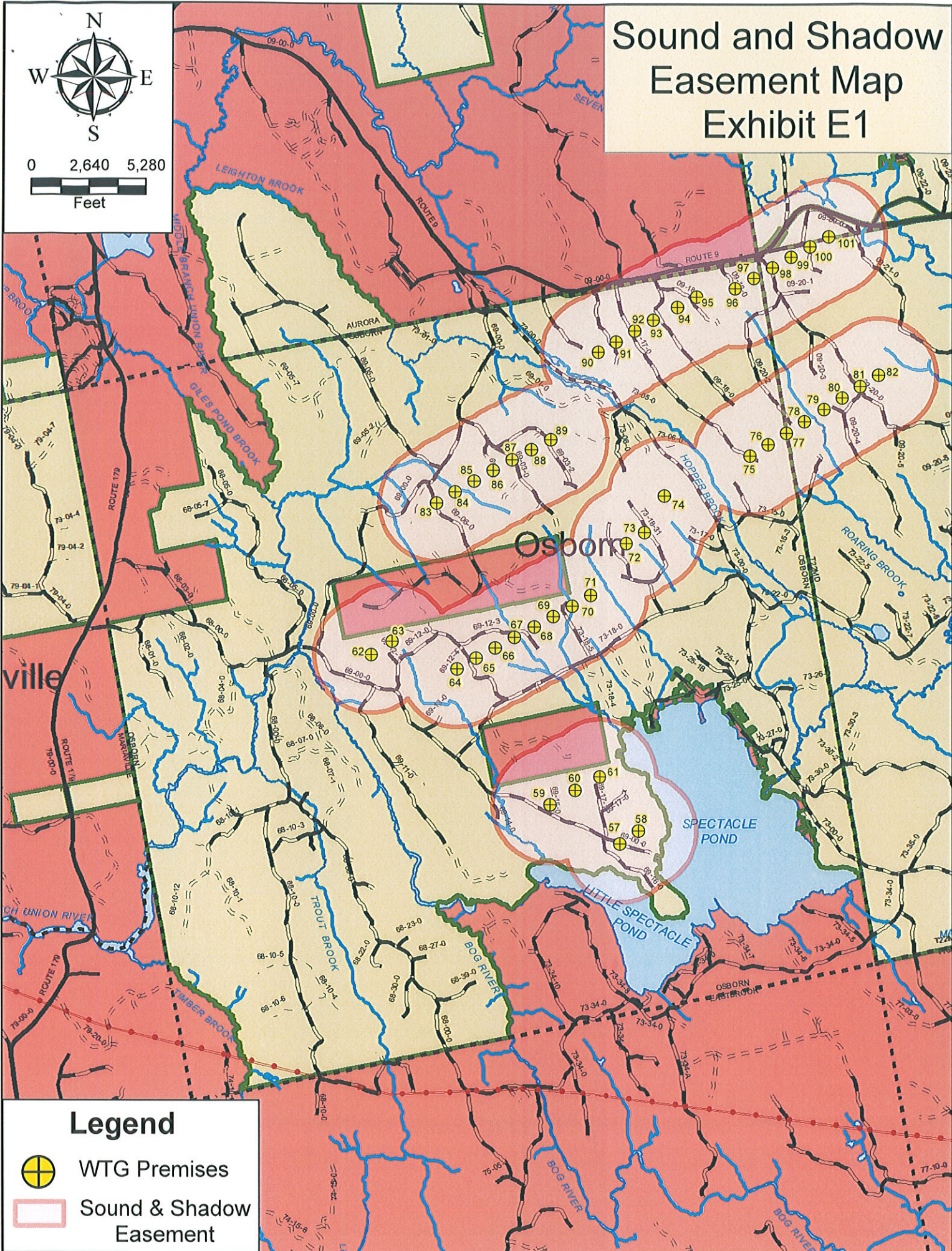
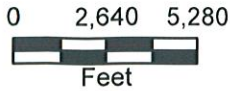
to Wind Energy Easement Agreement

SOUND AND SHADOW EASEMENT AREA DESCRIPTION

All those certain tracts or parcels of land located on the Property of Grantor in Osborn and Twp 22 MD, Hancock County, Maine described as follows:

All those parcels of land located within a Two Thousand Five Hundred Foot (2,500') radius of the WTG Centerpoint Coordinates preliminarily described in **Exhibit B1** and generally shown on the Sound and Shadow Easement Maps attached as **Exhibits E1 – E2**.

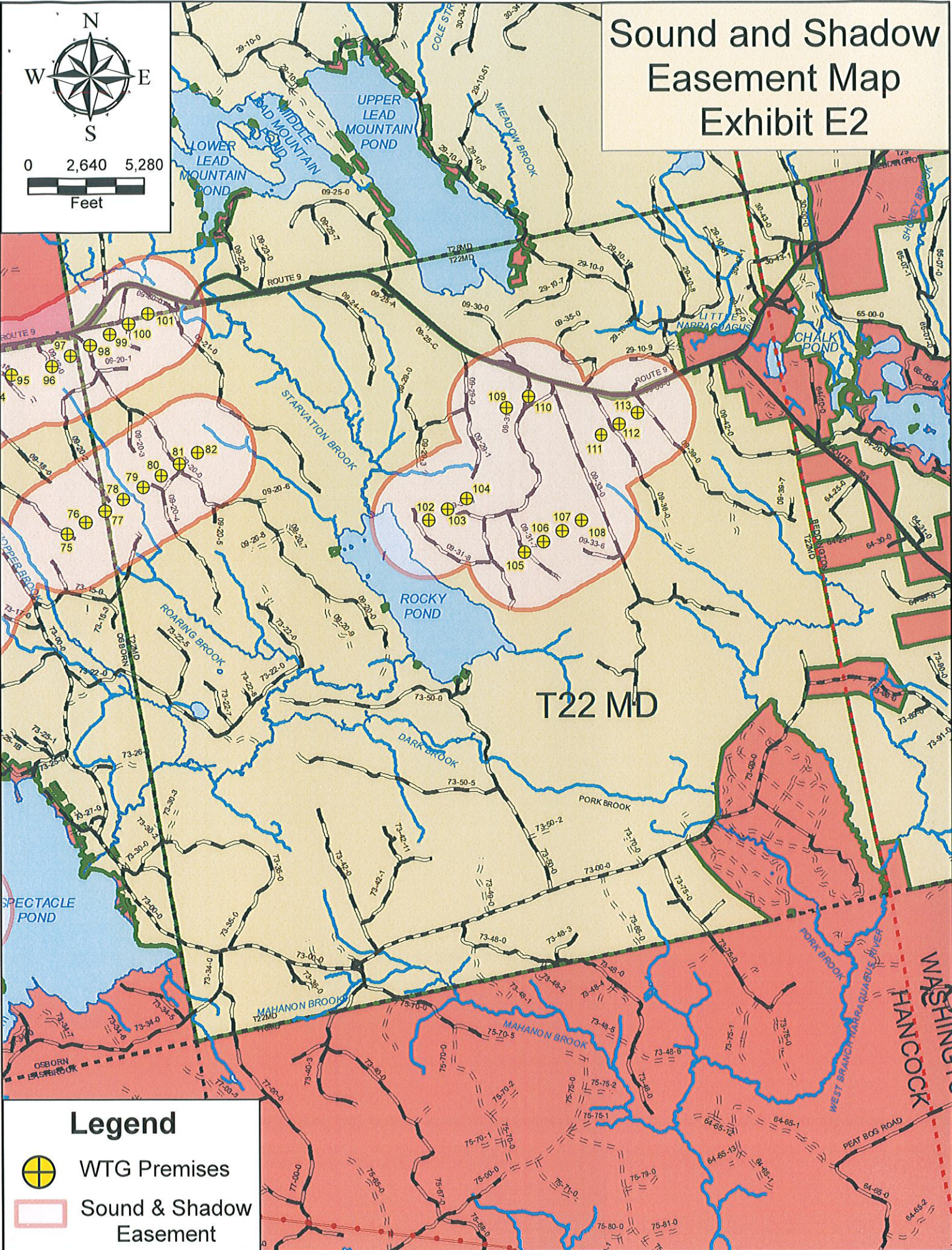
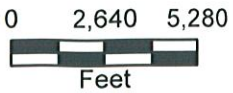
Sound and Shadow Easement Map Exhibit E1



Legend

-  WTG Premises
-  Sound & Shadow Easement

Sound and Shadow Easement Map Exhibit E2



Legend



WTG Premises



Sound & Shadow Easement

Exhibit E3

to Wind Energy Easement Agreement

SOUND AND SHADOW EASEMENT TERMS AND CONDITIONS

The Sound and Shadow Easement hereby granted to Grantee, its successors and assigns, includes the following rights:

A. Grantee shall have the right to have sound generated from the Wind Energy Project impact the Sound and Shadow Easement Areas and exceed otherwise applicable local, State, or other maximum sound level limits applicable to locations on the Sound and Shadow Easement Areas.

B. Grantee shall have the right to cast Wind Energy Project shadows and/or shadow flicker onto the Sound and Shadow Easement Areas.

Except for assignments or conveyances of the rights under this Sound and Shadow Easement to one or more subsequent purchaser, assignee or transferee of all or a portion or portions of Grantee's easement interests in accordance with Section 21 of the Agreement, the rights under this Sound and Shadow Easement may not be assigned without the express written consent of the Grantor herein, Grantor's heirs, successors or assigns.

Exhibit F

to Wind Energy Easement Agreement

TRANSMISSION ROUTE DESCRIPTION

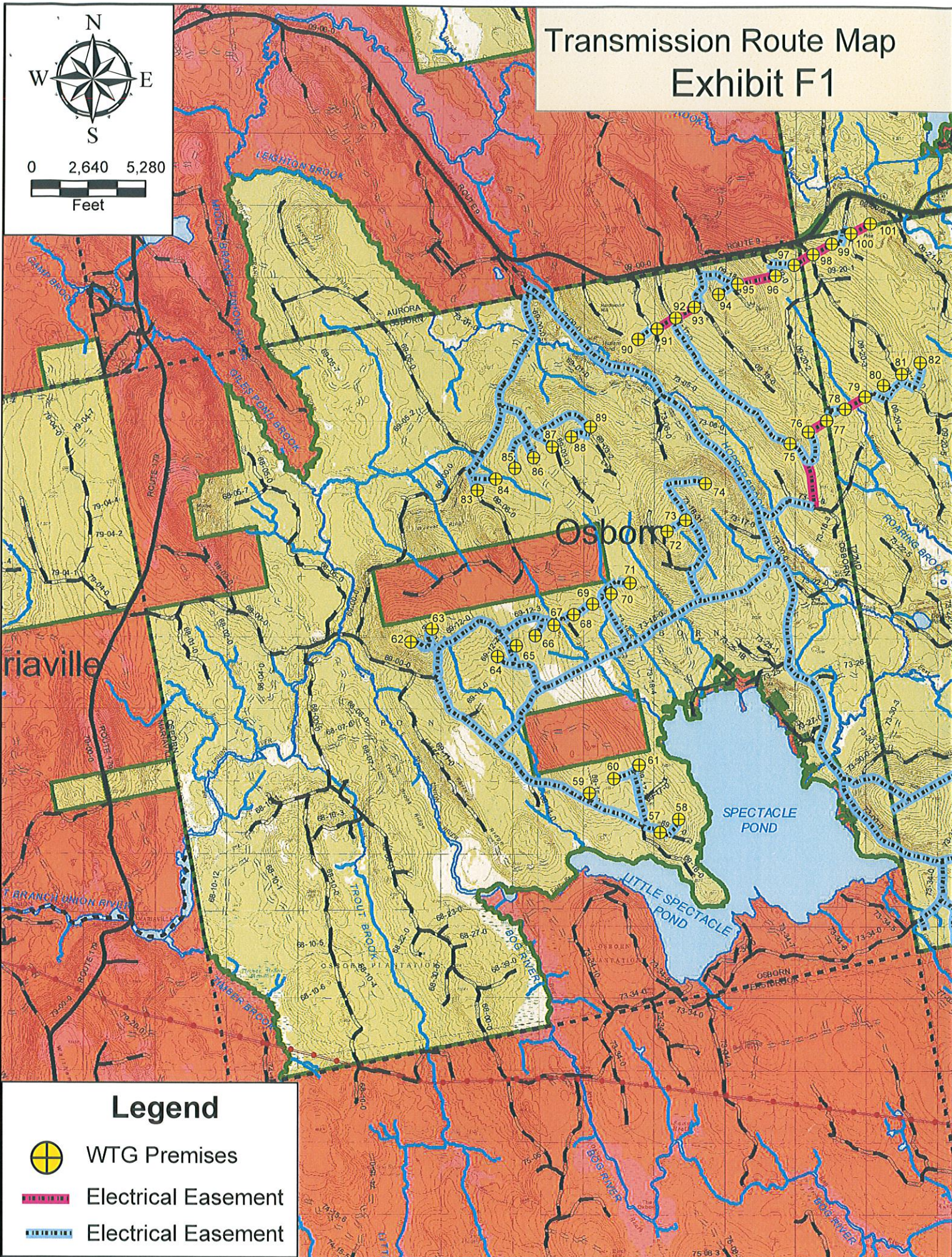
All those corridors located on the Property of Grantor in Osborn and Twp 22 MD, Hancock County, Maine described as follows:

All those routes preliminarily shown in bold line on the Transmission Route Maps attached as **Exhibits F1** through **F6**.

Transmission Route Map Exhibit F1



0 2,640 5,280
Feet



Legend



WTG Premises



Electrical Easement

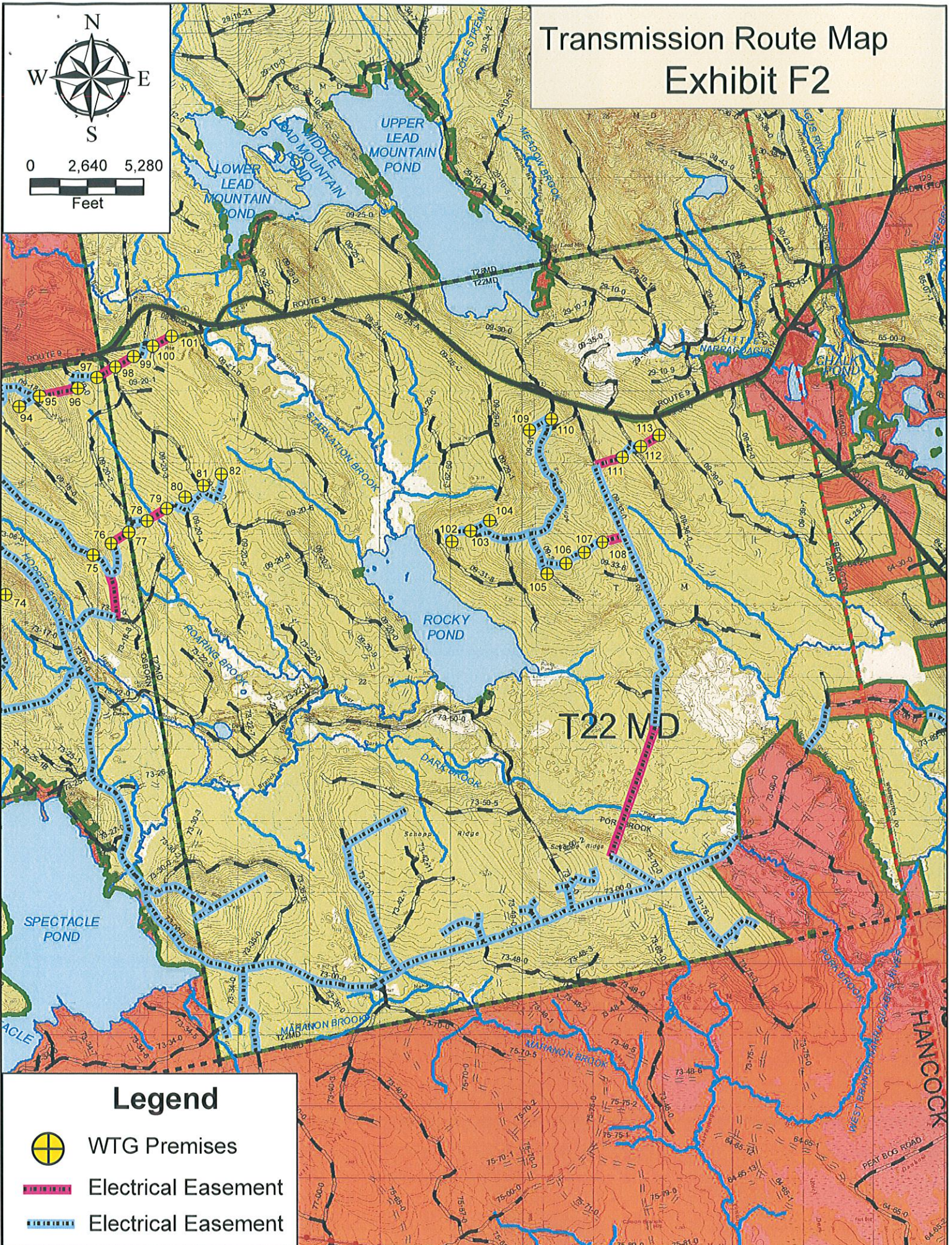


Electrical Easement

Transmission Route Map Exhibit F2



0 2,640 5,280
Feet



Legend



WTG Premises

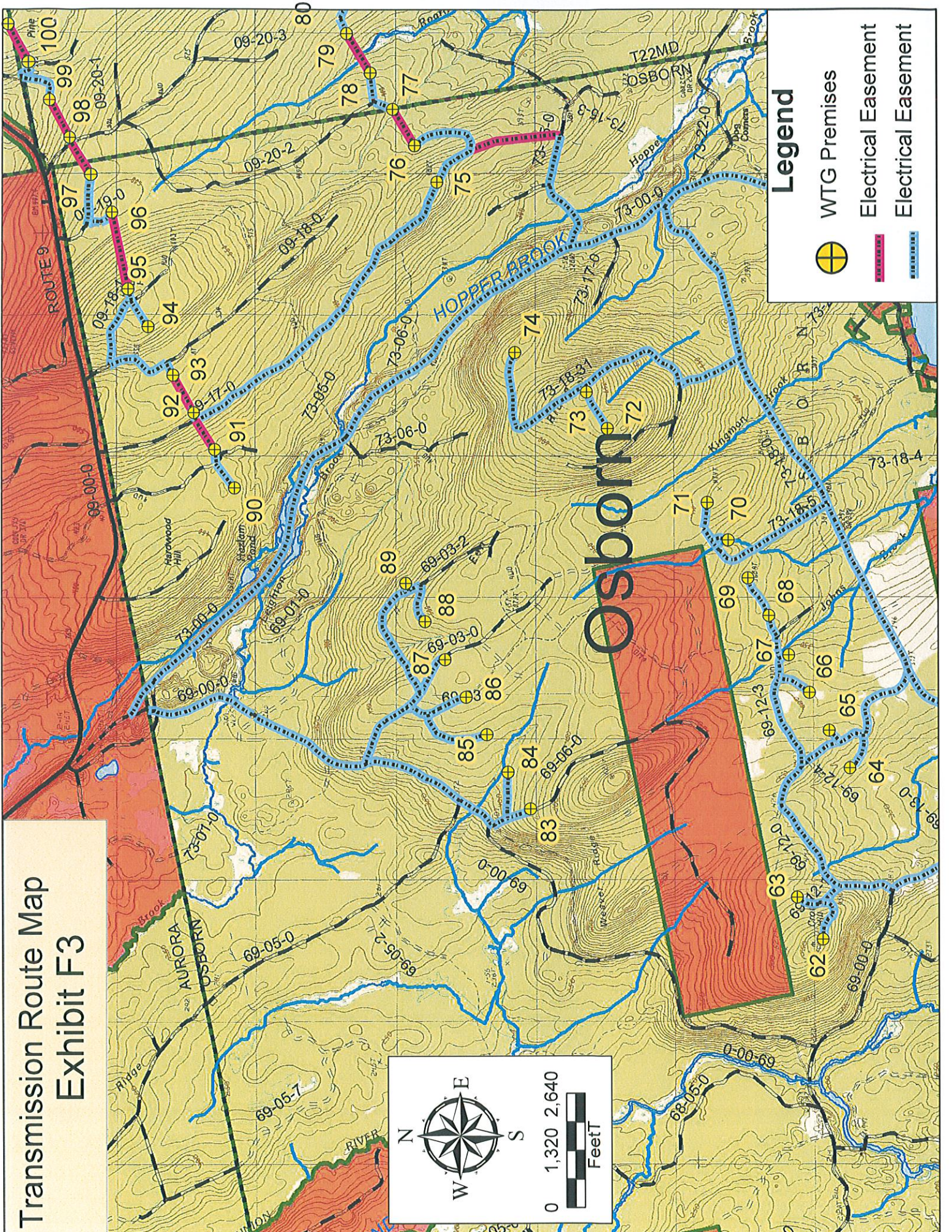


Electrical Easement



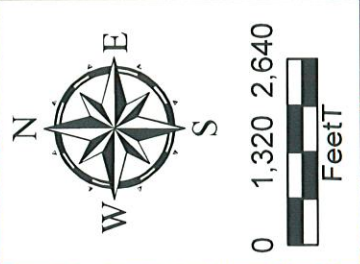
Electrical Easement

Transmission Route Map Exhibit F3



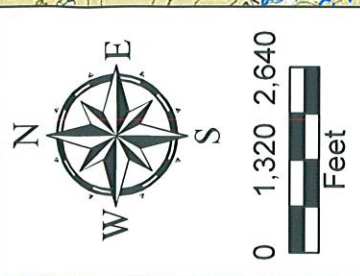
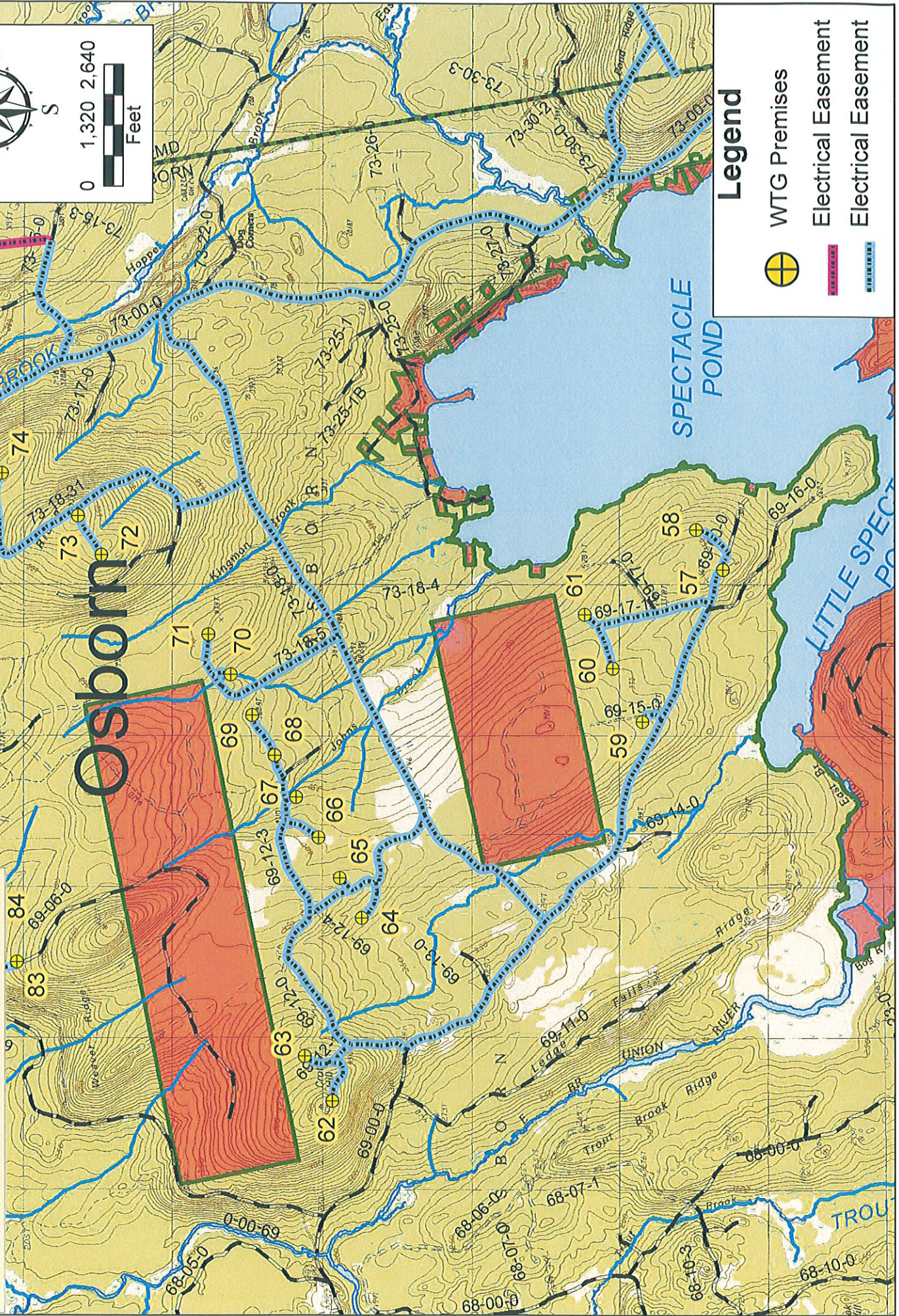
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-  WTG Premises
-  Electrical Easement
-  Electrical Easement



0 1,320 2,640
Feet

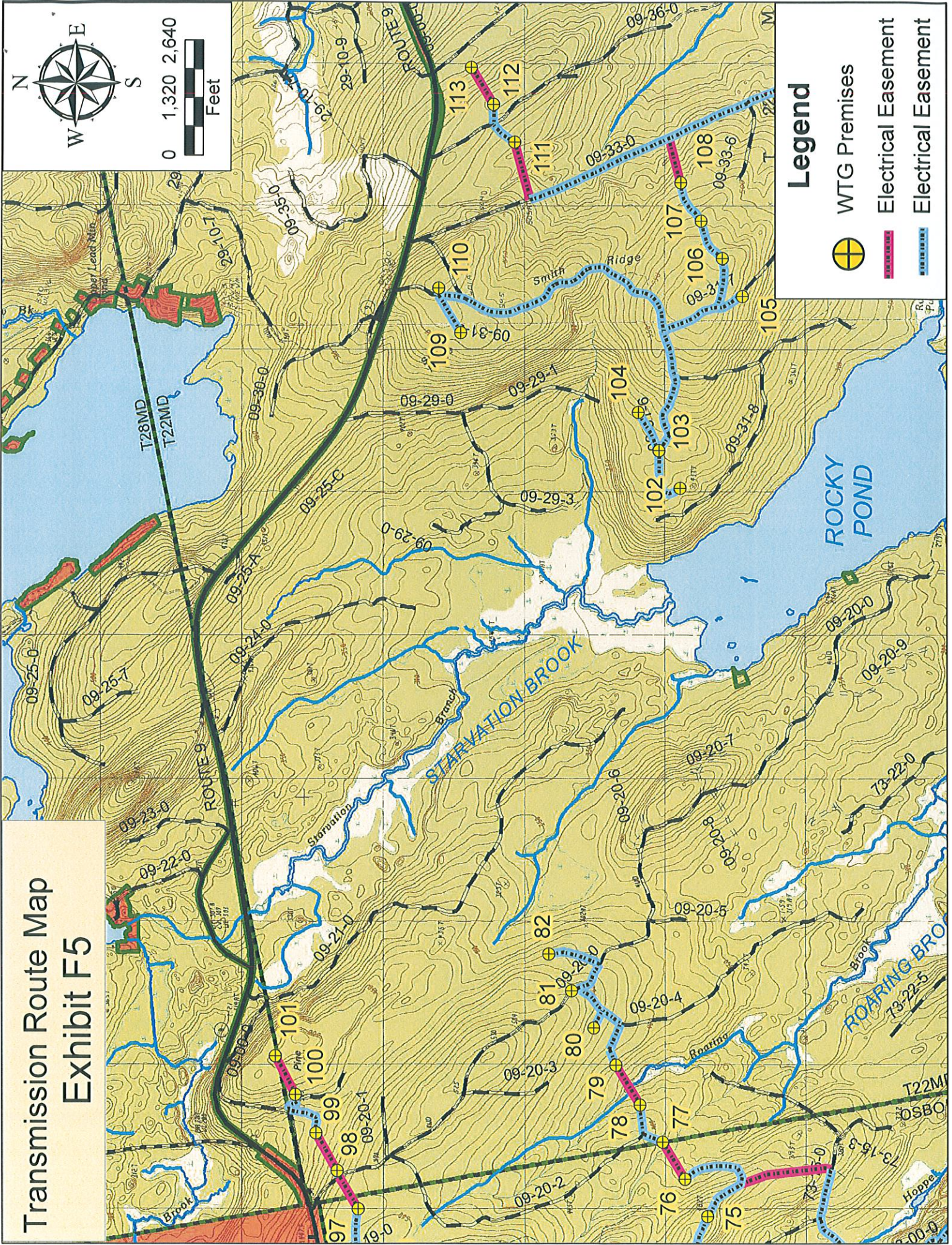
Transmission Route Map Exhibit F4



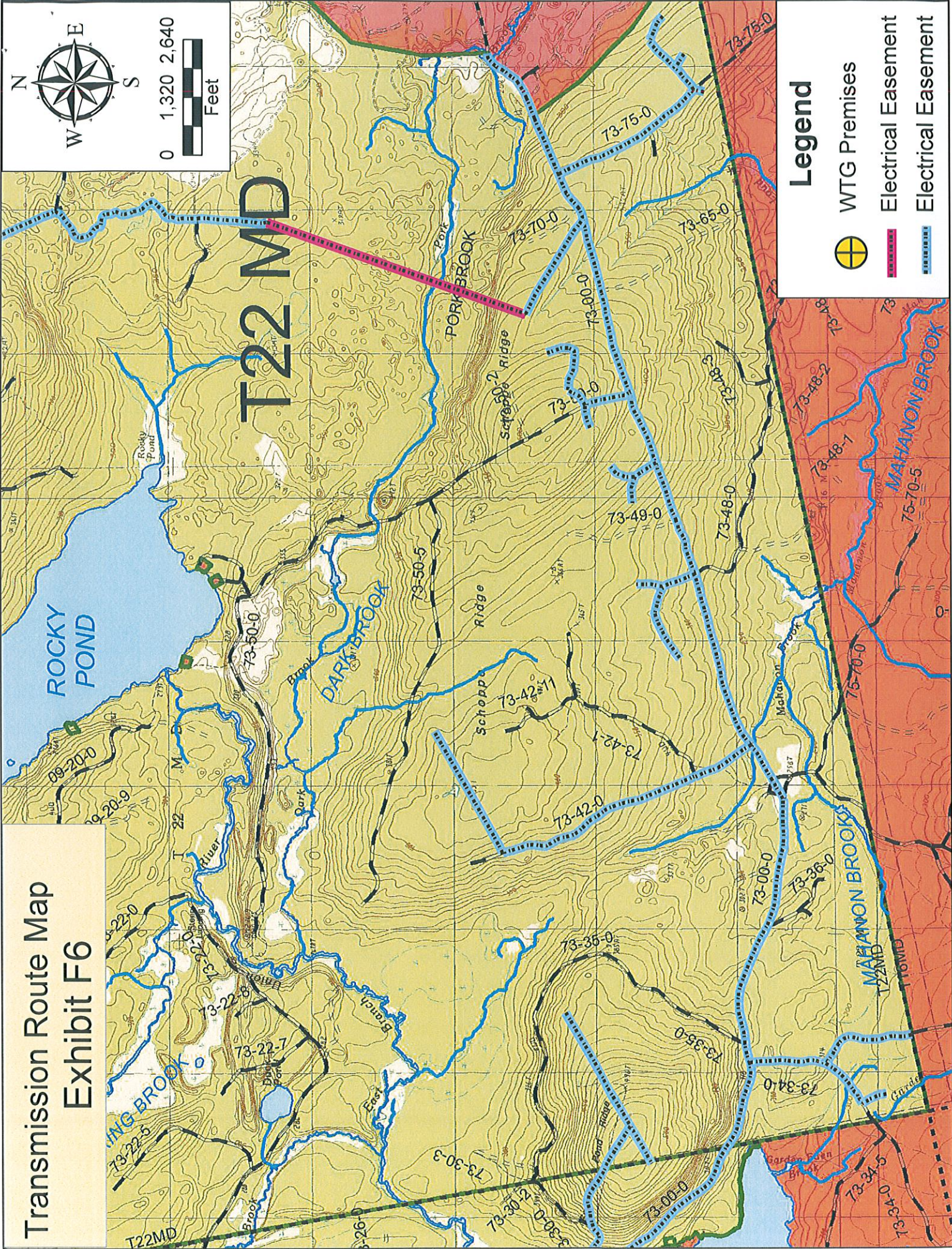
Legend

- WTG Premises
- Electrical Easement
- Electrical Easement

Transmission Route Map Exhibit F5



Transmission Route Map Exhibit F6



Legend

-  WTG Premises
-  Electrical Easement
-  Electrical Easement

Exhibit F7

to Wind Energy Easement Agreement

ELECTRICAL TRANSMISSION EASEMENT TERMS AND CONDITIONS

The Electrical Transmission Easement hereby granted and conveyed to Grantee, its successors and assigns, includes the following rights:

- (i) to enter upon the Transmission Routes at any time with personnel, conveyances for purposes of pedestrian and vehicular ingress and egress, including hauling equipment, cranes, trucks and all necessary tools and machinery as desired by Grantee;
- (ii) to dig holes, to erect, construct, reconstruct, relocate, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations and supports, all as the Grantee, its successors and assigns, may from time to time desire upon, along, across, above and beneath the Transmission Routes;
- (iii) to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, relocate, replace, maintain, operate, repair, upgrade, remove and use overhead, underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, manholes, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as the Grantee, its successors and assigns, may from time to time desire upon, along, across, and beneath the Transmission Routes;
- (iv) to replace, relocate, repair, add, upgrade or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto;
- (v) to construct, use, maintain and repair such roads within Transmission Routes as may be necessary or convenient to the Grantee to provide access or transit for such personnel, conveyances, hauling equipment, cranes, trucks and other machinery, subject to **Exhibit G7** Access Easement Terms and Conditions.;
- (vi) to construct, use, maintain and repair such roads as may be necessary or

convenient to provide ingress and egress to or from the Transmission Routes over, on and across the Access Routes, subject to **Exhibit G7** Access Easement Terms and Conditions;

- (vii) to transmit electricity over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of data and intelligence provided said data and intelligence transmission is for Wind Energy Project management purposes only;
- (viii) to clear and keep the Transmission Routes cleared by any lawful means of trees, undergrowth and all other obstructions; and
- (ix) at any and all times to enter on adjacent land of the Grantor, its [heirs, executors, administrators,] successors and assigns, to cut or trim and remove such trees growing outside the limits of the Transmission Routes which may, in the opinion of the Grantee, its successors and assigns, interfere with the activities permitted herein.
- (x) Any and all timber cleared in the exercise of the rights set forth in clauses (viii) or (ix) above shall be and remain the property of Grantor to be salvaged at the discretion of the Grantor unless and until Grantee severs the timber in accordance with Section 6.7(a) of the Wind Energy Easement Agreement.

Also conveying to said Grantee, its successors and assigns, the absolute right to assign to others, including, without limitation, any utility company, in whole or in part, any or all of the rights, privileges and easements herein conveyed provided such rights, privileges and easements are conveyed in connection with this Wind Energy Easement Agreement and for no other purpose. Grantee shall have the right without Grantor's consent or approval to freely assign, mortgage, encumber, license or otherwise convey all or any portion of its interests under this Electrical Transmission Easement (collectively, a "Transfer"). No Transfer by Grantee shall be affected by a subsequent cancellation or termination of this Agreement and Grantor shall recognize the rights of the assignee or transferee thereunder, provided only that such assignee or transferee attorn to Grantor upon its request. Any assignee or transferee shall have the same rights as Grantee pursuant to this Agreement with respect to any further Transfer of its interest in this Electrical Transmission Easement.

Grantor covenants and agrees that it will not erect or maintain any building, mobile home or other structure, or permit the erection or maintenance of any building, mobile home, or other structure of any kind or nature, within any Transmission Routes once surveyed and redefined pursuant to Section 4 of the Agreement, any or all of which in the sole opinion of Grantee would endanger or unreasonably interfere with the exercise of these Electrical Transmission Easement rights.

Together with the right to establish any and all safety regulations which Grantee, its successors and assigns, in its sole discretion, deems necessary and proper for the

operation of these Electrical Transmission Easement rights and for the transmission of electricity or intelligence.

Notwithstanding the provisions of Section 10 described herein, Grantor agrees that any newly constructed roads established in the Transmission Routes shall: 1) be constructed at locations approved by Grantee which approval shall not be unreasonably denied; 2) be constructed as nearly perpendicular as is reasonably possible to the Transmission Routes; 3) maintain a fifty (50)foot buffer between the travelled way of any new road and any of Grantee's facilities constructed or to be constructed in the Transmission Routes; 4) not prohibit Grantee from complying with the conditions or requirements imposed by permitting agencies.

Grantor hereby consents, as applicable, to the utilization of the minimum setback(s) between (i) the property line between the Transmission Routes and any adjoining property and any WTG Facilities; (ii) any rights of way, easements, public ways, or power lines on the Transmission Routes and the WTG Facilities on any adjoining property; and (iii) any home, building or other structure on the Transmission Routes and the WTG Facilities on any adjoining property. Grantor does hereby release and forever discharge Grantee and any adjoining property owner from any action, claim, suit or proceeding in equity, law and/or administrative proceeding that Grantor may now have or may have in the future against Grantee or any adjoining property owner, now or in the future with respect to the utilization of such minimum setback(s), or for the transmission of electricity along, above or below the Transmission Routes, including any such actions, claims, suits or proceedings arising from or relating to (a) setbacks that otherwise may be enforceable under applicable zoning, planning or other federal, state or local permitting requirements or other authorizations, (b) increases in sound, visual, electrical interference, radio frequency interference, cell tower interference, shadow, construction, or operational impacts to or upon the Transmission Routes or to Grantor (other than such impacts as may be caused by or arise from the gross negligence or willful misconduct of Grantee).

Exhibit G

to Wind Energy Easement Agreement

ACCESS ROUTE DESCRIPTION

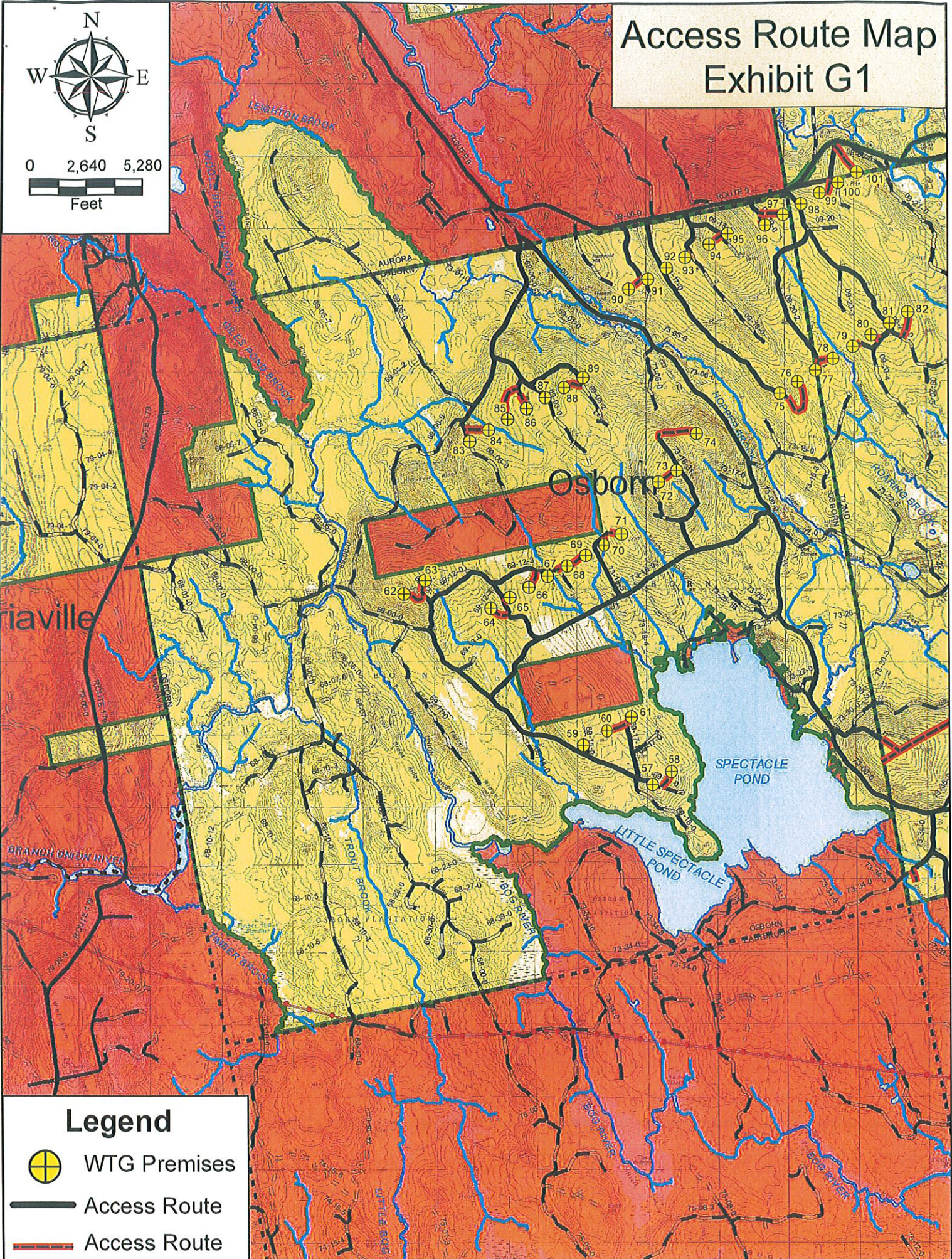
All those corridors located on lands of Grantor in Osborn and Twp 22 MD, Hancock County, Maine described as follows:

All those one hundred (100) foot wide routes preliminarily shown in bold line on the Access Route Maps attached as **Exhibits G1** through **G6**.




Access Route Map Exhibit G1



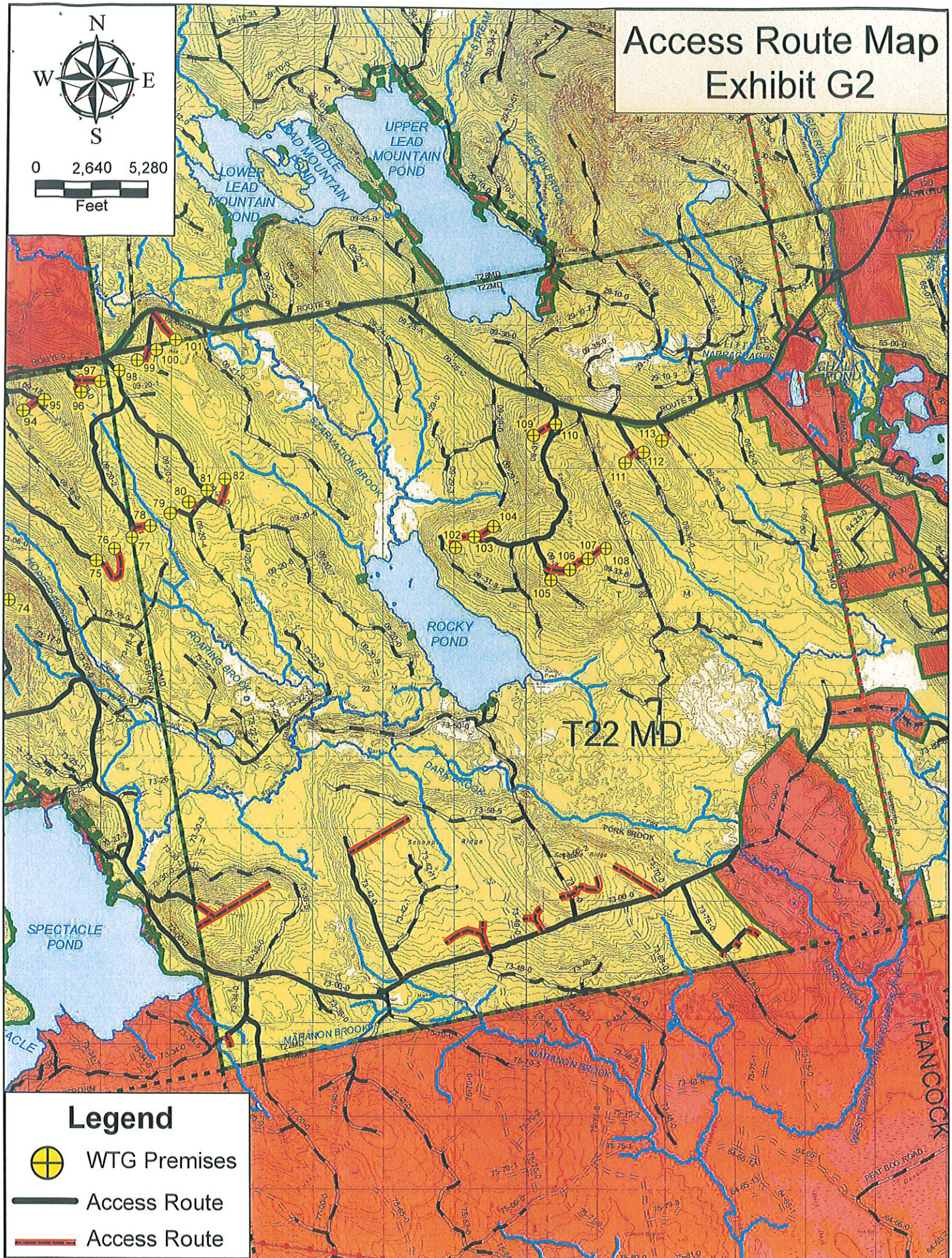
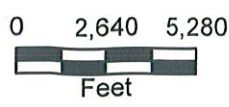
0 2,640 5,280
Feet






Legend

-  WTG Premises
-  Access Route
-  Access Route

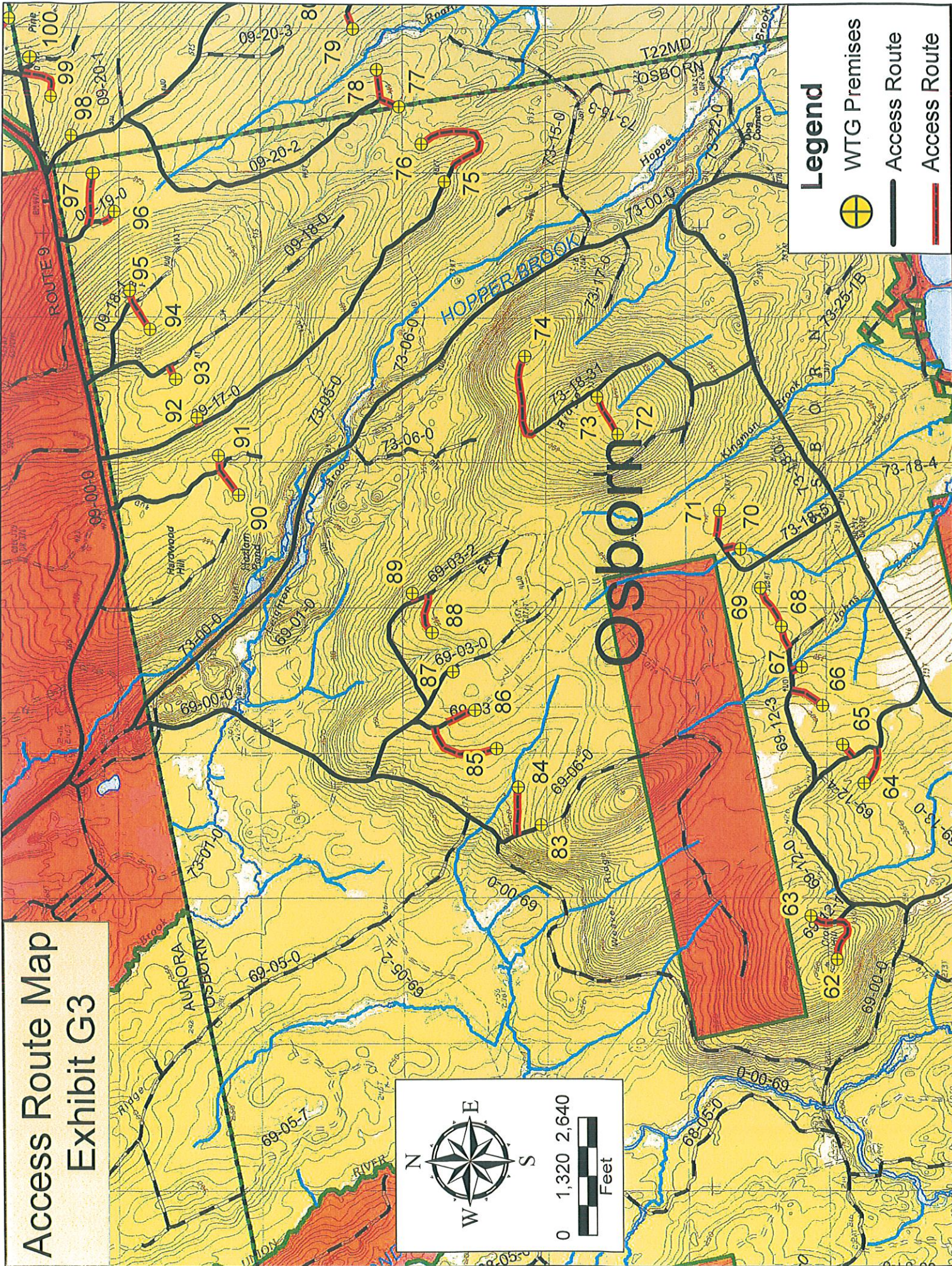
Access Route Map Exhibit G2



Legend

-  WTG Premises
-  Access Route
-  Access Route

Access Route Map Exhibit G3



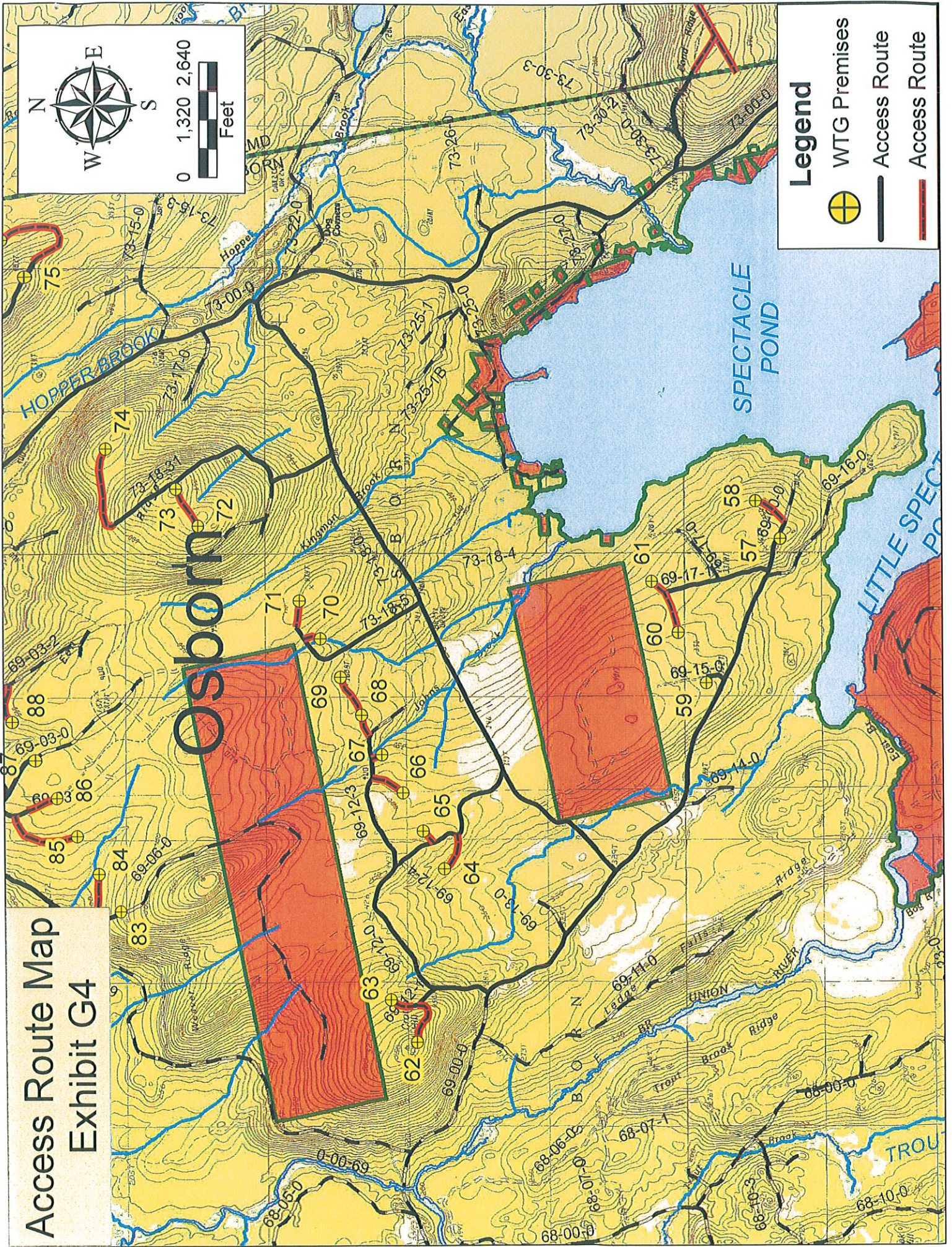
Legend

- WTG Premises
- Access Route
- Access Route

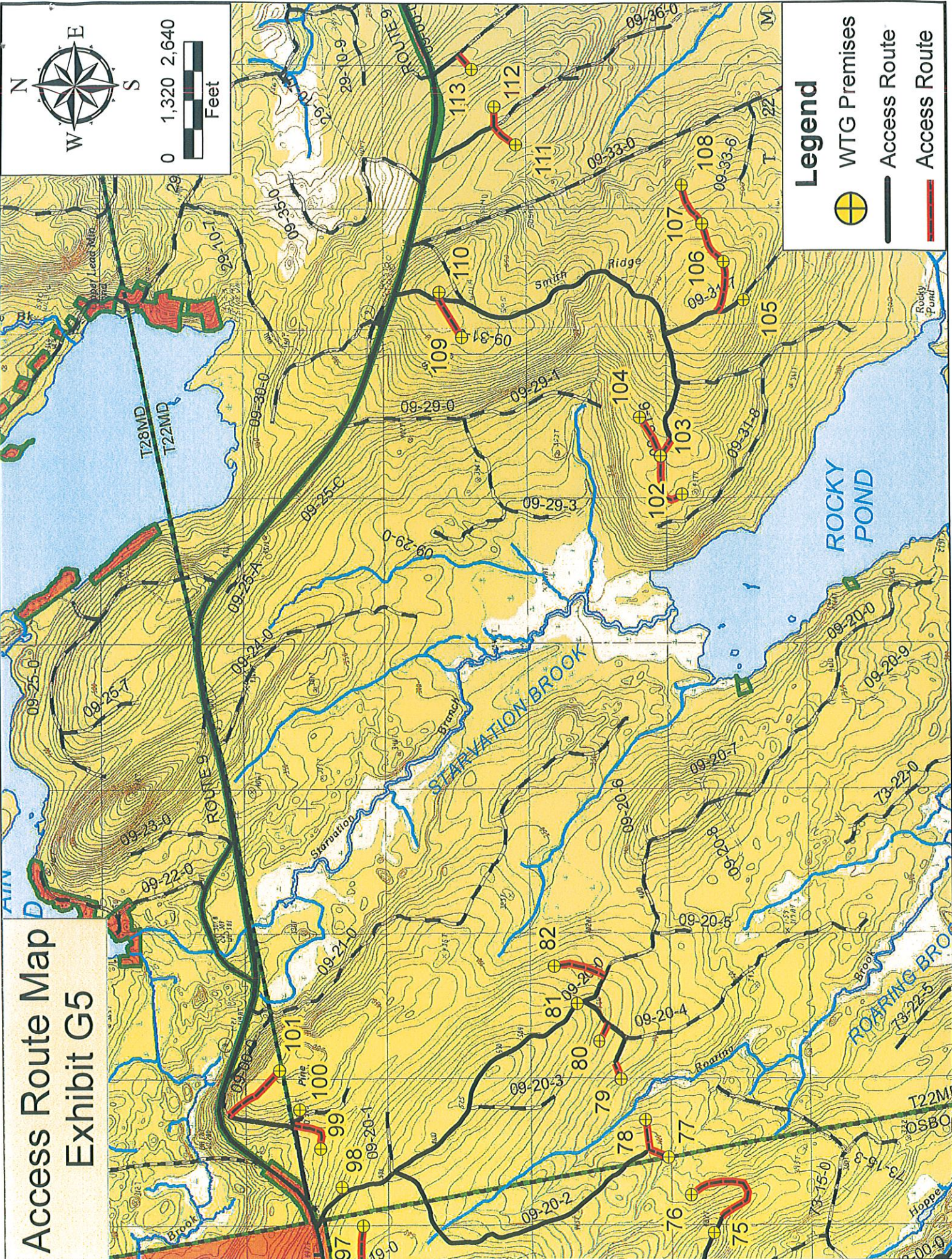
N
E
S
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0 1,320 2,640
Feet

Access Route Map Exhibit G4



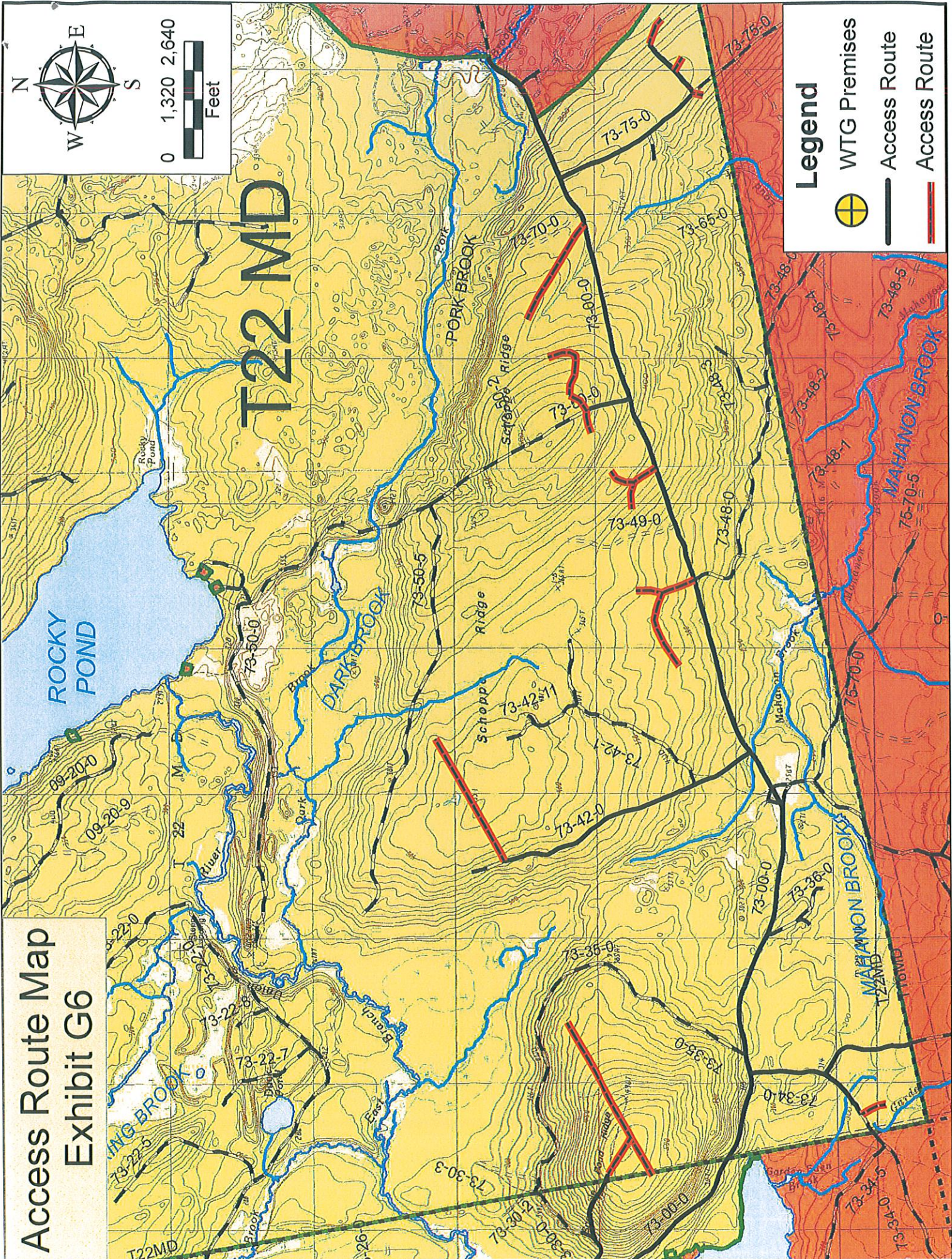
Access Route Map Exhibit G5



Legend

- WTG Premises
- Access Route
- Access Route

Access Route Map Exhibit G6



Legend

- WTG Premises
- Access Route
- Access Route

Exhibit G7

to Wind Energy Easement Agreement

ACCESS EASEMENT TERMS AND CONDITIONS

The Access Easement hereby Granted to Grantee, its successors and assigns, includes the following rights:

- (i) the right to enter upon the Access Routes for purposes of ingress and egress to the Premises or Transmission Routes by foot or by motor vehicle, including use by cranes, or as may be otherwise provided by Grantor;
- (ii) the right, at Grantee's expense, to construct, maintain and improve such roads within the Access Routes as may be necessary or convenient to provide the foregoing ingress and egress;
- (iii) the right, at Grantee's expense, to trim, cut, fell and remove such trees, underbrush, obstructions and other vegetation within the limits of the Access Routes as may be necessary for the construction of new roads or improvement of existing roads, provided that any and all trees and growth cleared in the exercise of the herein described rights shall be subject to the provisions of Section 6.7 of the Agreement.

A. **Reservations to Grantor:** Reserving to Grantor, Grantor's successors and assigns, the full and free use of said Access Routes and the right to convey similar rights in others; also reserving the right to relocate, repair, reconstruct, or improve and maintain the same to the extent that Grantor shall deem appropriate, and in such case the right as reasonably necessary to interrupt traffic to accomplish such purposes. Nothing herein shall restrict Grantor's right to relocate the roadways or portions thereof provided that this Access Easement shall apply to the road or portions thereof as they may be relocated from time to time.

B. **Construction & Maintenance:** Grantor shall be under no obligation to construct, maintain or improve the roadways. To the extent that Grantor does not construct, maintain or improve the same, Grantee shall have the right, at Grantee's expense, to construct, maintain or improve the roadways. Grantee shall also have the right to flow water from the roadways, culverts and ditches onto lands of Grantor provided that such water flow does not unreasonably interfere with Grantor's use and enjoyment of such lands.

"Maintenance" or "maintain" shall mean undertaking the work necessary to preserve and keep the roadway, culvert, ditch or other appurtenant facility in, as nearly as possible, its condition as at the commencement of the grant of this Access Easement or as

subsequently improved to provide satisfactory and safe road service in compliance with all applicable laws and regulations.

“Construction” or “construct” shall mean undertaking the work necessary to build new road segments across located non-established routes. Construction shall include the right to clear, establish, turnpike, ditch and flow water from the road right of way, install erosion control devices including culverts and water bars and establish and construct culvert and bridge crossings.

“Improvement” or “improve” shall mean reconditioning or replacing of a road, bridge, culvert, ditch or other appurtenant facility to a standard higher or greater than that prevailing at the commencement of this grant.

Grantee shall provide Grantor with written notification within ten (10) business days prior to commencing any construction or maintenance activities. Written notification shall include the following:

- Grantee name, address and phone number(s)
- Grantee Lot Location
- Name, company name, address and phone number of individual and/or company conducting construction and maintenance activities.
- Description of construction and maintenance activities.
- Expected term of construction and maintenance activities.

Grantee shall also provide Grantor with notification within five (5) business days of completion of any construction and maintenance activities.

C. **Best Management Practices:** With respect to any roadway construction and maintenance activities conducted by Grantee, Grantee shall be obligated to follow the then current, generally accepted best management practices for erosion control and water quality protection on northern New England lands as described in the current version or an applicable substitute document of the Maine Department of Conservation’s Maine Forest Service, “Best Management Practices for Forestry: Protecting Maine’s Water Quality” published in 2004.

D. **Clearing:** Grantee shall have the right to keep the Access Routes clear of obstruction and may cut down, from time to time, dead trees or other trees which, because of their location and/or abnormal condition, may constitute a hazard to the Access Easement use. Any timber cleared and felled by Grantee, its agents, servants or contractors in the construction and future maintenance of the road, shall be and remain the property of Grantor to be salvaged at the discretion of the Grantor, unless Grantee has paid a standing timber charge pursuant to Section 6.7 of the Agreement.

E. **Litter:** Grantee shall keep the roadways free and clear of all litter and refuse caused by Grantee, Grantee’s agents, guests, Grantees, or independent contractors, directly or indirectly.

F. **Obstruction**: Grantee shall not obstruct or in any manner close off the roadways without written consent from Grantor except as may otherwise be provided herein.

G. **Restriction on Use**: Grantee shall use the road in a manner causing the least amount of damage to the road and interference with the rights of others to use the road. Grantee shall comply with all reasonable road restrictions applicable to all users, including restrictions on weight, speed, and use during adverse weather or fire conditions reasonably necessary to protect the road and adjacent timber and land. Vehicular use of the Roadways is limited to passage by automobiles, motor trucks or motor vehicles as defined in MRSA Title 29. Vehicular use specifically prohibits passage over and across the roadways by the use of All-Terrain Vehicles (ATV) as defined in MRSA Title 12 Section 13001. For purposes of this paragraph, ATVs shall also be meant to include, but may not be limited to motor driven, off-road, recreational vehicles capable of cross-country travel on land, snow, ice, marsh, swampland or other natural terrain including multi-track, multi-wheel, or low pressure tire vehicles; motorcycles and related 2-wheel and 3-wheel vehicles; belt-driven vehicles and amphibious machines.

Notwithstanding the foregoing, Grantor agrees that reasonable use by Grantee and its employees, agents and contractors of trucks, cranes, and other machinery in connection with the construction and operation of the Wind Energy Project shall not be restricted during the term of the Agreement, provided that any damage to a roadway constructed by Grantee or Grantor that is caused by such use shall be repaired by Grantee in accordance with Paragraph H below.

H. **Damage**: Any damage to a roadway not constructed by Grantee that is caused by Grantee, Grantee's agents, guests, or independent contractors, directly or indirectly, shall be repaired by and at the expense of the Grantee, and so that the condition after repair is at least as good as it was before the damage. All repairs shall be conducted within a reasonable time, but in any event, within forty-five (45) days of notice by Grantor. Grantor may elect to repair any such damage caused by Grantee and the cost thereof shall be billed to and paid by Grantee.

I. **Permits and Environmental Laws**: With respect to roadway maintenance performed by Grantee and the necessary permits to conduct such maintenance and improvements, it shall be the responsibility of the Grantee to obtain and comply with any and all permits to satisfy all national, state, or local environmental requirements prior to commencing any construction and maintenance within the Access Routes. Grantor shall be provided, in a timely manner with copies of all permits and permitting correspondence. Grantee shall hold harmless and indemnify Grantor from any and all claims, liabilities, expenses, and legal actions arising out of application of environmental laws and valid rules and regulations promulgated thereunder resulting from acts performed by or for Grantee, specifically including any laws, rules, and regulations concerning the transportation, storage, or disposal of hazardous waste.

J. **Gate**: Grantor has the exclusive right to close, gate, lock or otherwise restrict access along or through the roadways. Unless otherwise instructed by Grantor, Grantee agrees the gates or other barriers utilized to restrict access shall remain closed and locked

when the roadway is not in use by the Grantee and shall be opened only for a period of time necessary to permit passage. Notwithstanding the foregoing, Grantee shall have the right to close, gate, lock and restrict access to its Improvements provided such access restrictions are installed at Grantor approved locations and do not unreasonably interfere with Grantor's activities. In the event Grantor or Grantee closes, gates, locks or restricts access to, along or through any roadway, both parties agree to provide the other reasonable means to pass through the closed, gated, locked or restricted point(s)

K. **Public Use:** Notwithstanding any other provision of this grant, the Access Routes or portions thereof may not be used, conveyed, or assigned as a "public way" nor does this grant entitle the general public to use the roadways or to operate any vehicle of any kind on any portion of the roadways.

L. **Other Easements:** In the event there are any utility lines or easements in the Access Routes, including but not limited to the utility transmission of data, electricity, intelligence, water/wastewater, energy, oil and gas; Grantee shall bear the burden and responsibility of ensuring that such easements are not interfered with in the exercise of Grantee's rights contained herein, and shall indemnify and hold harmless Grantor from any damages or liabilities resulting from interference with such easements caused by Grantee's exercise of its rights herein.

M. **Non-Assignment:** Except for assignments or conveyances of the rights under this Access Easement to one or more subsequent purchaser, assignee or transferee of all or a portion or portions of Grantee's easement interests in accordance with Section 21 of the Agreement, the rights under this Access Easement may not be assigned without the express written consent of the Grantor herein, Grantor's heirs, successors or assigns.

Exhibit H

to Wind Energy Easement Agreement

BBC LAND LLC GRANTEE INSURANCE REQUIREMENTS

[PORTION REDACTED FROM THIS RECORDABLE SHORT FORM – SEE COMPLETE AGREEMENT]

Exhibit I

to Wind Energy Easement Agreement

TITLE EXCEPTIONS

OSBORN

1. Wood Supply Agreement between International Paper, Osito Logging, Inc. and Kennebec West Forest, LLC date December 31, 2004 and recorded in Book 4107, Page 291.
2. Mortgage from Ursa Major, LLC to Farm Credit of Maine, ACA, dated December 22, 2011 and recorded in Book 5755, Page 1 of the Hancock County Registry of Deeds.
3. Notice of Taking by the State of Maine Department of Transportation in an instrument dated May 19, 1999, and recorded in Book 2836, Page 199. (Aurora, Osborn, T22 MD, T28 MD)
4. Easement and right of way as described in deed from SP Forests to H.C. Haynes, Inc. dated May 20, 2004 and recorded in Book 3934, Page 127. (Osborn and T22 MD)
5. Easement and right of way as described in deed from SP Forests to Tree Top Manufacturing dated May 16, 2001 and recorded in Book 3074, Page 257. (Osborn and T22 MD)
6. Terms and conditions described in Memorandum of Road Use License by and between Ursa Major, LLC and Blue Sky East, LLC dated April 1, 2011 and recorded in Book 5612, Page 62. (Osborn and TWP 22 MD)
7. Rights and easements granted to Bangor Hydro-Electric Company, in an instrument dated January 6, 1956, and recorded in Book 781, Page 315. (Mariaville, Osborn, T16MD, Waltham)
8. Notice of Layout and Taking by the State of Maine in an instrument dated February 18, 1970, and recorded in Book 1092, Page 709, as affected by an instrument dated July 29, 1970, and recorded in Book 1102, Page 138. (Aurora, Osborn)
9. Notice of Layout and Taking by the State of Maine in an instrument dated May 21, 1974, and recorded in Book 1192, Page 372. (Osborn, T22 MD, T28 MD)
10. Rights and easements granted to American Telephone & Telegraph in an instrument dated August 30, 1930, and recorded in Book 631, Page 121. (Osborn, Amherst, T22 MD)
11. DEP Findings of Fact and Order dated July 28, 1972, and recorded in Book 1205, Page 606. (Osborn) Spectacle Pond Subdivision

12. Exceptions and reservations in deed from Ellsworth Forest Products Corporation to St. Regis Paper Company dated December 29, 1950, recorded in Book 739, Page 81. (Amherst, Aurora, Ellsworth, Franklin, Hancock, Mariaville, Osborn, Waltham, T22 MD, T28 MD, T8 SD)
13. Rights of way granted for the benefit of various camp lots shown on surveys entitled "Plan One, Spectacle Pond Camp Lots" recorded in File 34, No. 73, "Plan Two, Spectacle Pond Camp Lots" recorded in File 34, No. 182 and for the benefit of the following lots which are not part of Plan One or Plan Two, to-wit:
 - a. Kennebec West Forest, LLC to Love recorded in Book 4661, Page 310
 - b. Kennebec West Forest, LLC to McKinnon in Book 4622, Page 198
 - c. Kennebec West Forest, LLC to Bakie in Book 5056, Page 61.
14. Declaration of Right-of-Way Easement Locations and Terms and Conditions, Spectacle Pond, Osborn, Hancock County dated August 10, 2005 and recorded in Book 4267, Page 209 for the benefit of camp lots conveyed on Spectacle Pond.

FURTHER EXCEPTING AND RESERVING the interests in mineral substances and all other rights reserved by International Paper Company in a deed to Kennebec West Forest LLC dated December 30, 2004 and recorded in Book 4107, Page 133 as to Mineral Reservation Tract 24 as described in said deed, encompassing 88 acres, more or less.

Mineral Reservation Tract 24 is subject to the following rights reserved to International Paper Company in the above-referenced deed: full rights of ingress and egress and use of the surface to the extent reasonably necessary for the purposes of exploring drilling, mining (including shaft, in situ, open pit, surface or strip mining) developing, producing, removing, transporting and owning all of said minerals and mineral rights on said Mineral Reserved Parcel.

Permit to Use Sand and Gravel: Hereby assigning, and conveying to Grantee, its successors and assigns, the permission to use sand, clay, and/or gravel located on the aforesaid Mineral Reservation Parcels, for non-commercial purposes of constructing and maintaining roads now existing or hereinafter constructed on said premises, which was granted by International Paper Company in the above-referenced deed to Kennebec West Forest LLC.

T22MD

1. Wood Supply Agreement between International Paper, Osito Logging, Inc. and Kennebec West Forest, LLC date December 31, 2004 and recorded in Book 4107, Page 291.
2. Mortgage from Ursa Major, LLC to Farm Credit of Maine, ACA, dated December 22, 2011 and recorded in Book 5755, Page 1 of the Hancock County Registry of Deeds.
3. Easement from Maine Seaboard Paper Company to American Telephone and Telegraph Company dated November 7, 1930, recorded in the Hancock County Registry of Deeds in Book 632, Page 269.
4. Easement and right of way as described in deed from SP Forests to H.C. Haynes, Inc. dated May 20, 2004 and recorded in Book 3934, Page 127. (Osborn and T22 MD)
5. Easement and right of way as described in deed from SP Forests to Tree Top Manufacturing dated May 16, 2001 and recorded in Book 3074, Page 257. (Osborn and T22 MD)
6. Easement from St. Regis Paper Company to the State of Maine dated February 21, 1952, recorded in the Hancock County Registry of Deeds in Book 745, Page 281.
7. Rights conveyed by St. Regis Paper Company to the State of Maine by deed dated June 28, 1978, recorded in Hancock County Registry of Deeds in Book 1326, Page 607.
8. Easement described in deed from Kennebec West Forest, LLC to Jasper Wyman & Son dated January 18, 2011 and recorded in Book 5562, Page 251. (T22 MD)
9. Excepting, that portion of land described in a Notice of Layout and Taking by the State of Maine dated May 11, 1993, recorded in Hancock County Registry of Deeds in Book 2094, Page 331 as lies in Township 22, MD BPP.
10. Excepting that portion of land described in a Notice of Layout and Taking by the State of Maine dated September 11, 1996, recorded in Hancock County Registry of Deeds in Book 2594, Page 18 as lies in Township 22, MD BPP.
11. Excepting that portion of land described in a Notice of Layout and Taking by the State of Maine dated May 19, 1999, recorded in Hancock County Registry of Deeds in Book 2836, Page 199 as lies in Township 22, MD BPP.
12. Excepting that portion of land (and burdening easements) described in a Notice of Layout and Taking by the State of Maine dated November 1, 2001, recorded in Hancock County Registry of Deeds in Book 3187, Page 316 as lies in Township 22, MD BPP.

13. Rights and easements granted to the State of Maine in an instrument dated July 16, 1975, and recorded in Book 1225, Page 167. (T22 MD)
14. Notice of Layout and Taking by the State of Maine, dated May 11, 1993, and recorded in Book 2094, Page 331. (T22 MD, T28 MD)
15. Notice of Layout and Taking by the State of Maine, dated September 11, 1996, and recorded in Book 2594, Page 18. (T22 MD)
16. Rights and easements granted to Bangor Hydro-Electric Company in an instrument dated January 28, 1997, and recorded in Book 2632, Page 485. (T22 MD)
17. Out-conveyance to the State of Maine in an instrument dated September 1, 1999, and recorded in Book 2867, Page 81. (T22 MD)
18. Notice of Layout and Taking by the State of Maine in an instrument dated November 13, 2001, and recorded in Book 3187, Page 316. (T22 MD)
19. Terms and conditions of an easement by and between the State of Maine and Champion International Corporation, dated October 21, 1999, and recorded in Book 2879, Page 322. (T22 MD)
20. Rights and Easements granted to Ann P. Ross in an instrument dated September 28, 2006 and recorded in Book 4642, Page 84. (Township 22 MD)
21. Notice of Layout and Taking by the State of Maine in an instrument dated May 21, 1974, and recorded in Book 1192, Page 372. (Osborn, T22 MD, T28 MD)
22. Terms, conditions and restrictions set forth in an instrument from the State of Maine to St. Regis Paper Company, dated December 9, 1975, and recorded in Book 1244, Page 326. (T22 MD, T28 MD)
23. Exceptions and reservations in deed from State of Maine to St. Regis Paper Company dated July 27, 1978 and recorded in Book 1326, Page 519. (T8 SD, T16 MD, T22 MD, T28 MD, T32 MD, T34 MD, T39 MD)
24. Exceptions and reservations in deed from Time, Inc. to St. Regis Paper Company dated December 17, 1946 and recorded in Book 711, Page 434. (Mariaville, T16 MD, T22 MD, T28 MD, T32 MD, T34 MD, T35 MD, T39 MD, T41 MD, T8 SD)
25. Exceptions and reservations in deed from Ellsworth Forest Products Corporation to St. Regis Paper Company dated December 29, 1950, recorded in Book 739, Page 81. (Amherst, Aurora, Ellsworth, Franklin, Hancock, Mariaville, Osborn, Waltham, T22 MD, T28 MD, T8 SD)

26. Rights of way granted to lots shown on Plan One Upper Lead Mountain Pond Camp Lot Subdivision dated September 29, 2005 and recorded in File 34, Number 111 in the Hancock County Registry of Deeds.
27. Rights of way granted to lots shown on Plan Two Upper Lead Mountain Pond Camp Lot Subdivision dated June 1, 2006 and recorded in File 34, Number 149 in the Hancock County Registry of Deeds.
28. Rights of way granted to lots shown on Plan One-A, Upper Lead Mountain Pond Camp Lot Subdivision recorded in File 35, Number 108 in the Hancock County Registry of Deeds.
29. Declaration of Right of Way Easement Locations and Terms and Conditions dated September 16, 2005 and recorded in Book 4298, Page 15 and by instrument dated March 23, 2006 and recorded in Book 4448, Page 319 in the Hancock County Registry of Deeds.

FURTHER EXCEPTING AND RESERVING the interests in mineral substances and all other rights reserved by International Paper Company in a deed to Kennebec West Forest LLC dated December 30, 2004 and recorded in Book 4107, Page 133 as to that portion of Mineral Reservation Tract 21 that is located in Township 22 as described in said deed, encompassing 1169 acres, more or less, overall.

Mineral Reservation Tract 21 is subject to the following rights reserved to International Paper Company in the above-referenced deed: full rights of ingress and egress and use of the surface to the extent reasonably necessary for the purposes of exploring drilling, mining (including shaft, in situ, open pit, surface or strip mining) developing, producing, removing, transporting and owning all of said minerals and mineral rights on said Mineral Reserved Parcel.

Permit to Use Sand and Gravel: Hereby assigning, and conveying to Grantee, its successors and assigns, the permission to use sand, clay, and/or gravel located on the aforesaid Mineral Reservation Parcels, for non-commercial purposes of constructing and maintaining roads now existing or hereinafter constructed on said premises, which was granted by International Paper Company in the above-referenced deed to Kennebec West Forest LLC.

(66) #2

Ret: Verrill Dana
One Portland Sq
Portland 04112-0536

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE is made effective as of June 30, 2014 (the "Effective Date"), by HANCOCK WIND, LLC, a Delaware limited liability company having a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Assignor"), and WEAVER WIND, LLC, a Delaware limited liability company having a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Assignee").

WHEREAS, Tree Top Manufacturing, Inc. (as Lessor) and Assignor (as Lessee) are parties to a certain Land Lease Agreement dated September 23, 2008, as affected by Assignment and Assumption of Lease dated March 23, 2012 and First Amendment dated March 23, 2012 (collectively, the "Lease"), relating to certain "Property" and "Premises" located in the towns of Eastbrook, Osborn, and Waltham, and in Township 16 MD BPP, Hancock County, Maine and more particularly described in the Lease;

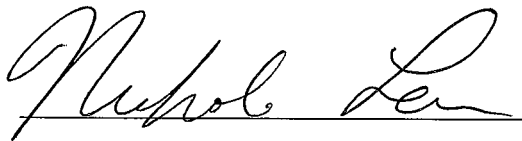
WHEREAS, record notice of the Lease has been made by Memorandum of Lease recorded at the Hancock County Registry of Deeds in Book 5304, Page 184, and Supplemental Memorandum of Lease recorded at said Registry in Book 5819 Page 113; and

WHEREAS, Assignor desires to assign its interest in the Lease to Assignee;

NOW THEREFORE, as of the Effective Date: (a) Assignor hereby assigns, transfers and conveys all of its right, title and interest in and to the Lease to Assignor; and (b) Assignee hereby accepts the assignment of Assignor's right, title and interest in and to the Lease, and assumes performance of all of the obligations of the Lessee under the Lease.

WITNESS:

HANCOCK WIND, LLC

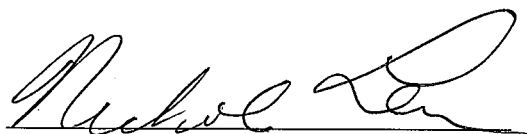


By: MAINE WIND HOLDINGS, LLC
Its Member


By: 
Print Name: AARON MACQUEEN
Title: ASSISTANT SECRETARY

WITNESS:

WEAVER WIND, LLC



By: MAINE WIND HOLDINGS, LLC
Its Member

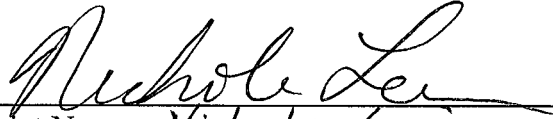
By: 
Print Name: AARON MACQUEEN
Title: ASSISTANT SECRETARY



Commonwealth of
~~STATE OF~~ Massachusetts
COUNTY OF Suffolk

July 21, 2014

Then personally appeared the above-named Aaron MacQueen in
his/~~her~~ above-stated capacity, and acknowledged the foregoing instrument to be his/her free act
and deed in said capacity and the free act and deed of Hancock Wind, LLC.



Print Name: Nichole Lewis
Notary Public



NICHOLE M. LEWIS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 26, 2014

SEAL

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Tree Top Manufacturing Inc.
its successors and assigns
382 Cave Hill Rd
Waltham, ME 04605

LESSEE

Blue Sky East, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), lease to Lessee the Premises shown in attached map (Exhibit B) together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

In the event any public utility is unable to use the aforementioned right-of-way, the Lessors hereby agree to grant an additional right-of-way either to the Lessee or to the public utility at no cost to the Lessee.

"The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has the obligation to survey the Property and the Premises to identify the as-built location of the Improvements". Depending on the "as-built" locations, certain areas of the

Premises may be released by Lessee or the Lease terminated according to terms of the Lease

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on the 23rd day of September, 2008.

EXTENSION TERM:

The Lessee shall have the option to renew the Lease for one additional twenty (20) year term.

RIGHTS UPON SALE:

“Should the Lessors, at any time during the term of this 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 this lease and the Lessee’s rights hereunder, and any sale by the Lessors of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the Lessee in and to such right-of-way”.

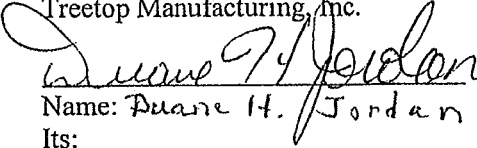
NON-INTERFERENCE

Lessor retains all rights to use the Property that do not interfere with Lease rights granted to Lessee.

“Lessee shall have the exclusive right to convert all of the wind resources of the Property. Lessor’s activities and any grant of rights Lessor makes to any third party, whether located on the Property or Premises, shall not, now or in the future, interfere with Lessee’s exercise of any rights granted under this Agreement. Lessor shall not interfere with the wind speed or wind direction over the Premises by engaging in any activity on the Property that causes a decrease in the output or efficiency of any WTG, including any WTGs located on land adjoining the Property. Lessor’s rights to erect structures on the Property in compliance with all applicable laws and ordinances shall not be limited except as provided in this Agreement. 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 Project’s WTG tower height, and within a radius of 20 rotor diameters from any Project WTG. Approval shall be based on whether, in Lessee’s sole judgment, based upon appropriate professional engineering and meteorological opinions, the proposed structures at the proposed location are likely to interfere with wind speed or wind direction over any portion of the Property, cause a decrease in the output or efficiency of any WTG, or otherwise interfere with Lessee’s operations on the Property.”

DATED this 11 day of September, 2009.

LESSOR:

Treetop Manufacturing, Inc.

Name: Duane H. Jordan
Its:

STATE OF MAINE)
) ss.:
COUNTY OF Hancock)

On this 11th day of September, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Jordan, 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 s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.


Notary Public

Donna L. Jancewicz
Notary Public
State of Maine
Comm. Exps. Oct. 8, 2013

SEAL

EXHIBIT A TO LAND LEASE AGREEMENT

BETWEEN TREE TOP MANUFACTURING, INC. AND BLUE SKY EAST, LLC

Waltham Property:

1. Deed from SP Forests L.L.C. to Tree Top Manufacturing, Inc., dated November 25, 2003, and recorded in the Hancock County Registry of Deeds in Book 3809, Page 303.

Excepting and hereby not including parcels conveyed to Dean Young by Tree Top Manufacturing, Inc., by virtue of deed dated December 12, 2003, and recorded in the Hancock County Registry of Deeds in Book 3811, Page 156.

2. Deed from Duane H. Jordan to Tree Top Manufacturing, Inc., dated July 23, 2008, and recorded in the Hancock County Registry of Deeds in Book 5034, Page 43.

Eastbrook Property:

1. Deed from SP Forests L.L.C. to Tree Top Manufacturing, Inc., dated May 16, 2001, and recorded in the Hancock County Registry of Deeds in Book 3074, Page 257.

Excepting and hereby not including parcels conveyed to WGJ Maine Properties, LLC by Tree Top Manufacturing, Inc., by virtue of deeds dated December 29, 2004, and recorded in the Hancock County Registry of Deeds in Book 4105, Page 190, and April 19, 2006, and recorded in said Registry in Book 4467, Page 33. Also excepting and hereby not including parcel conveyed to The Oliver Car Company by virtue of deed dated February 3, 2005, and recorded in the Hancock County Registry of Deeds in Book 4147, Page 258.

Osborn Property:

1. Deed from Kennebec West Forests LLC to Tree Top Manufacturing, Inc., dated July 21, 2005, and recorded in Book 4253, Page 54.

Excepting and hereby not including the following:

A. Premises described in the deeds from Tree Top Manufacturing, Inc. to WGJ Maine Properties, LLC, dated April 19, 2006, and recorded in the Hancock County Registry of Deeds in Book 4467, Page 33 and August 17, 2007, and recorded in said Registry in Book 4830, Page 263; and

B. Additional excluded parcel of land described as follows:

A certain lot or parcel of land, situated in Osborn, County of Hancock, State of Maine, being a portion of the premises conveyed in a deed from Kennebec West Forest L.L.C. to Tree Top Manufacturing Inc., dated July 21, 2005 and recorded at the Hancock County Registry of Deeds in Book 4253 Page 54, said premises are more particularly described as follows, to wit:

Beginning at a point on the southerly sideline of the "73-34-00 Road", said point bearing South seventy-eight degrees seven minutes three seconds West (S 78-07-03 W) two-thousand eight-hundred twelve and thirty-three one-hundredths feet (2812.33') from the point of beginning in a deed from Tree Top Manufacturing to WGJ Maine Properties L.L.C., dated April 19, 2006 and recorded at the Hancock County Registry of Deeds in Book 4467 Page 33, said point of beginning also having the Maine State Coordinate System East Zone NAD 83 Coordinates of N 393322.5154 E 1064905.2847; thence North nine degrees thirty-three minutes two seconds West (N 09-33-02 W) one-thousand six-hundred eighty-five and fifty-seven one-hundredths feet (1685.57') to a point on the high waterline of Spectacle Pond; thence following said high waterline in a general northwesterly and southwesterly direction five-thousand forty-three feet (5043') more or less, to a point that bears North eighty-four degrees thirty-one minutes forty-one seconds West (N 84-31-41 W) two-thousand four-hundred ninety-six and eighty-one one-hundredths feet (2496.81') from the last mentioned point on the high waterline of Spectacle Pond; thence South nine degrees thirty-three minutes two seconds East (S 09-33-02 E) one-thousand five-hundred fifty-nine and seventy-two one-hundredths feet (1559.72') to a point on the southerly sideline of said "73-34-00 Road", said point also having said coordinate system coordinates of N 393105.6254 E 1059646.8990; thence generally easterly following the southerly sideline of said "73-34-00 Road" to the point of beginning, the closing bearing and

distance from the last mentioned point to the point of beginning being South eighty-one degrees forty-six minutes thirty-seven seconds East (S 81-46-37 E) two-thousand five-hundred thirty-two and thirty-five one-hundredths feet (2532.35').

Containing 114 Acres, more or less.

Bearings referenced to Grid North, Maine State Coordinate System, East Zone, NAD 83.

Reserving all rights of others legally entitled in and to that portion of the above described contained within any recorded easements, Rights of Way, flowage rights, reservations, and covenants.

EXHIBIT B TO LAND LEASE AGREEMENT
BETWEEN TREE TOP MANUFACTURING, INC. AND BLUE SKY EAST, LLC
MAPS

Exhibit B

Waltham Property Book 3809, Page 303; Parcel Sold Out at
Book 3811, Page 156

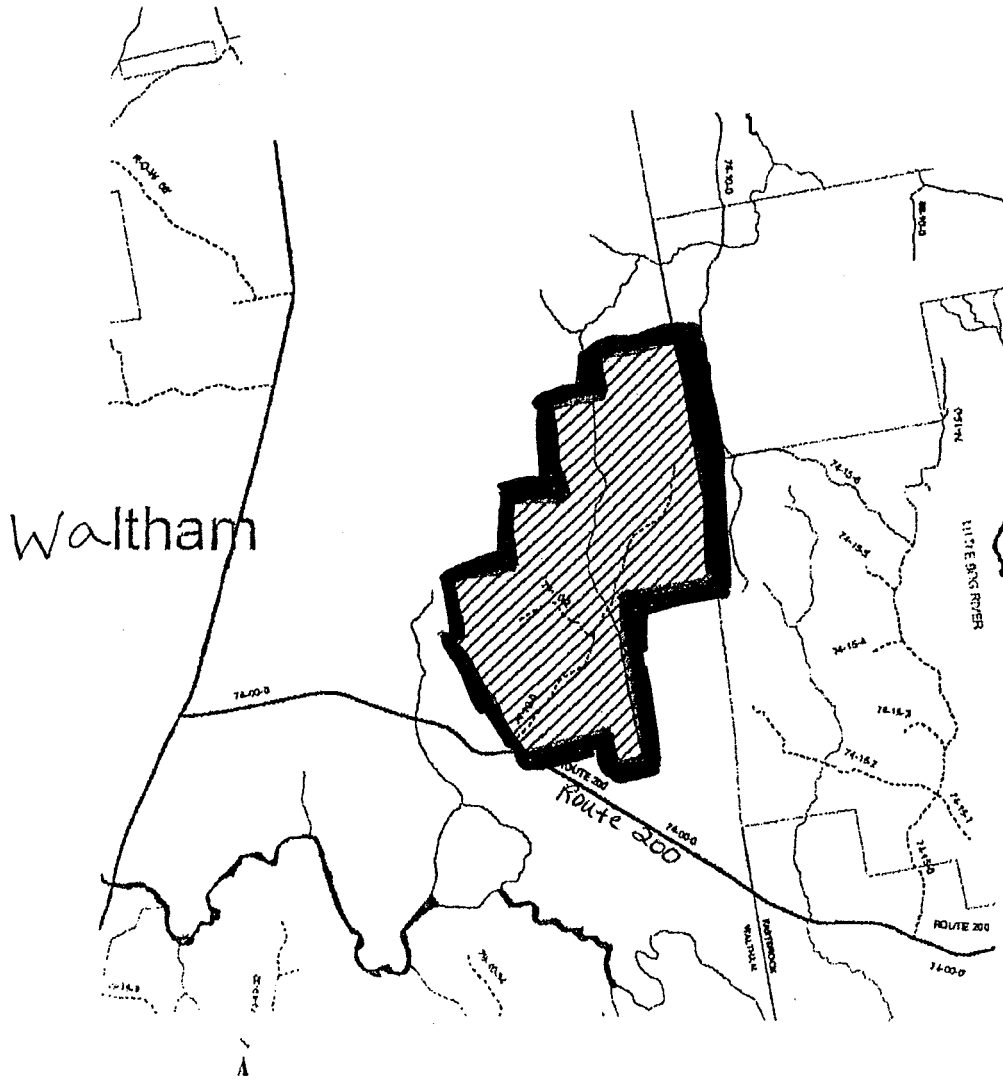


Exhibit B Continued

Book 3074, Page 257
Parcel Sold Out at Book 4105, Page 190
Parcel Sold Out at Book 4467, Page 33
Parcel Sold Out at Book 4147, Page 258

Eastbrook / Osborn
town line

EASTBROOK

Map Date: December 2000

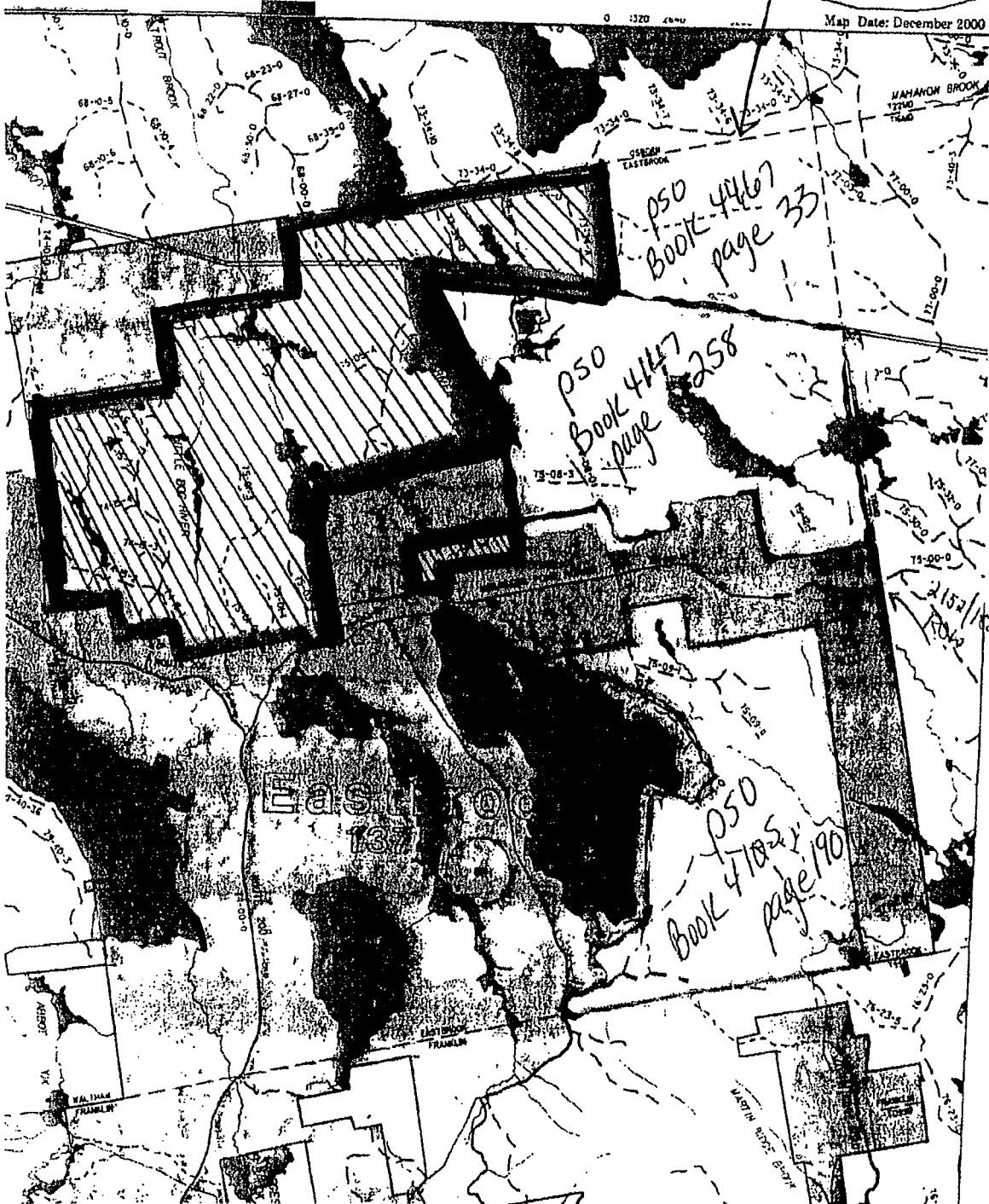
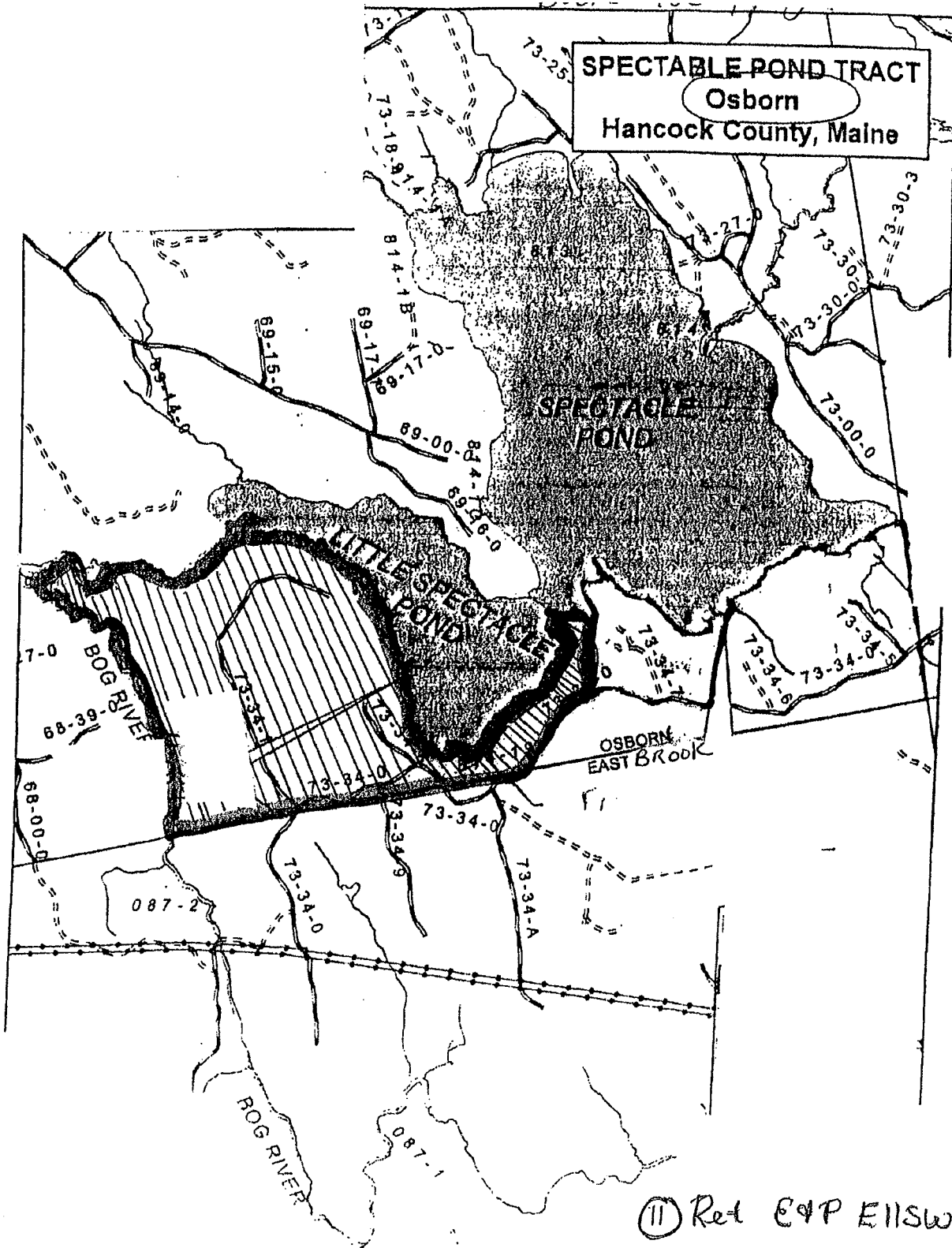


Exhibit B Final Page

Osborn Property Book 4253, Page 54
Not including property referred to in Book 4860, Page 109
Parcel Sold Out at Book 4467, Page 33
Parcel Sold Out at Book 4830, Page 263



(11) Red C & P Ellsworth

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE is made effective as of March 23, 2012 (the "Effective Date"), by BLUE SKY EAST, LLC, a Delaware limited liability company having a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Assignor"), and HANCOCK WIND, LLC, a Delaware limited liability company having a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Assignee").

WHEREAS, Tree Top Manufacturing, Inc. (as Lessor) and Assignor (as Lessee) entered into a certain Land Lease Agreement dated September 23, 2008, a Memorandum of which having been recorded at the Hancock County Registry of Deeds in Book 5304, Page 184 (the "Lease"), relating to certain "Property" and "Premises" located in the towns of Eastbrook, Osborn, and Waltham, Hancock County, Maine and more particularly described in the Lease; and

WHEREAS, Assignor desires to assign its interest in the Lease to Assignee;

NOW THEREFORE, as of the Effective Date: (a) Assignor hereby assigns, transfers and conveys all of its right, title and interest in and to the Lease to Assignor; and (b) Assignee hereby accepts the assignment of Assignor's right, title and interest in and to the Lease, and assumes performance of all of the obligations of the Lessee under the Lease.

WITNESS:

BLUE SKY EAST, LLC



By: BLUE SKY EAST HOLDINGS, LLC
Its Member

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

WITNESS:

HANCOCK WIND, LLC



By: MAINE WIND HOLDINGS, LLC
Its Member

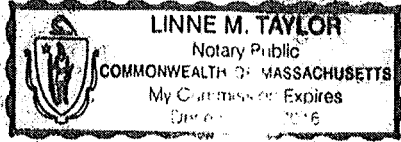
By: EW
Print Name: Elizabeth Weir
Title: Assistant Secretary

Commonwealth
STATE OF ~~Massachusetts~~
COUNTY OF ~~Suffolk~~

March 23, 2012

Then personally appeared the above-named Elizabeth Weir in
his/her above-stated capacity, and acknowledged the foregoing instrument to be his/her free act
and deed in said capacity and the free act and deed of Blue Sky East, LLC.

Linne M. Taylor
Print Name: Linne M. Taylor
Notary Public



SEAL

SUPPLEMENTAL MEMORANDUM OF LEASE

THIS SUPPLEMENTAL MEMORANDUM OF LEASE is made by and between **TREE TOP MANUFACTURING, INC.**, a Maine corporation having a mailing address of 382 Cave Hill Road, Waltham, Massachusetts 04605 ("Lessor"), and **HANCOCK WIND, LLC**, a Delaware limited liability company having a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Lessee").

WHEREAS, Lessor and Blue Sky East, LLC entered into a certain Land Lease Agreement dated September 23, 2008, a Memorandum of which having been recorded at the Hancock County Registry of Deeds in Book 5304, Page 184 (the "Lease"), relating to certain "Property" and "Premises" located in the towns of Eastbrook, Osborn, and Waltham, Hancock County, Maine and more particularly described in the Lease;

WHEREAS, by Assignment and Assumption of Lease made effective as of March 23, 2012, Blue Sky East, LLC assigned its entire interest in the Lease to Lessee; and

WHEREAS, by First Amendment to Land Lease Agreement made effective as of March 23, 2012, Lessor and Lessee amended the Lease to re-define the Property and the Premises to include certain additional lands in the Town of Eastbrook and in Township 16 MD BPP, Hancock County, Maine, and modify certain other provisions of the Lease;

NOW THEREFORE, Lessee and Lessor hereby acknowledge as follows with respect to the amended Lease, with capitalized terms used but not defined herein having the meanings ascribed in the Lease:

1. PROPERTY AND PREMISES.

- a. The lands in the Town of Eastbrook and in Township 16 MD BPP, Hancock County, Maine described on the attached Exhibit A-1 and generally depicted on the attached Exhibit B-1 are added to both the "Property" and the "Premises" described in the Lease, and all references in the Lease to either the "Property" or the "Premises" shall hereafter include said additional lands.
- b. Lessee's leasehold interest under the Lease shall at all times include the nonexclusive right to use all easements appurtenant to the Property, including (without limitation) appurtenant rights for utility services, provided that Lessee shall comply with all applicable terms and conditions of any such appurtenant easements, or obtain the consent of the applicable servient land owner to the extent that Lessee's use shall exceed the scope of any such appurtenant easements. To the extent Lessee exercises its right to use any such appurtenant easements, Lessee shall indemnify and hold Lessor harmless as to any violation or claim of violation of applicable terms and/or conditions of such appurtenant easements and as to any violation or claim of violation as to the need for consent with respect to such appurtenant easements.

- c. Pursuant to Section 2.2 of the Lease, within 180 days after the completion of construction and installation of the Improvements on the Premises, and subsequent to Commercial Operation, Lessee shall survey the Property and the Premises (as amended) to identify the as-built locations of the Improvements, and the parties shall execute an amendment of the Lease to reduce the area(s) of the Premises utilizing a description based upon Lessee's survey, whereupon the rights of Lessee in and to the "Premises" as set forth in the Lease shall apply only to such reduced area(s) but the rights of Lessee in and to the "Property" as set forth in the Lease shall remain unchanged.
- d. The one hundred (100) foot wide right-of-way described in Section 1 of the Lease shall only apply to primary access routes identified by Lessee and located within the leased Property after the leased Premises are reduced pursuant to Section 2.2 of the Lease. Any such one hundred (100) foot wide rights-of-way shall be surveyed and included as part of the reduced Premises in accordance with Section 2.2. Lessee also shall have the right to use other existing roads on the Property for access to the Premises, but shall have no right to construct new roads or other Improvements on the Property located outside of the Premises unless set forth in the Lease or by separate agreement between the Parties.
2. EFFECT. This Supplemental Memorandum shall be recorded at the Hancock County Registry of Deeds, and, upon such recording, shall serve to modify, but not replace, that certain Memorandum of Lease recorded at said Registry in Book 5304, Page 184. Said Memorandum of Lease and this Supplemental Memorandum have been prepared for the purpose of making a public record of the amended Lease, and it is intended that the parties shall be subject to all of the provisions of the amended Lease and that nothing herein shall be construed or deemed to alter or change any of the terms or provisions of the amended Lease.

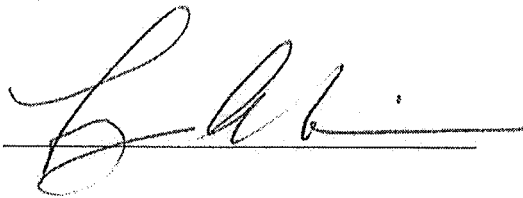
IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals effective as of March 23, 2012.


WITNESS:

LESSEE:

HANCOCK WIND, LLC

By: MAINE WIND HOLDINGS, LLC
Its Member



By: 
Print Name: Elizabeth Wynn
Title: Assistant Secretary

WITNESS:

LESSOR:

TREE TOP MANUFACTURING, INC.

By: *Duane H. Jordan*
Print Name: Duane H. Jordan
Title: Pres

Acknowledgment of Lessor

STATE OF MAINE

COUNTY OF Hancock

Then personally appeared the above-named Duane H. Jordan, President of Tree Top Manufacturing, Inc., and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of Tree Top Manufacturing, Inc.

Dale L. Worthen
Print Name: Dale L. Worthen
Notary Public Attorney-at-Law

EXHIBIT A-1
Additional Property/Premises

Town of Eastbrook:

Deed from Sugar Hill Independent Trail System dated July 17, 2009 and recorded at the Hancock County Registry of Deeds in Book 5257 Page 179.

Township 16 MD BPP

Deed from S.P. Forests L.L.C. dated November 25, 2003 and recorded at the Hancock County Registry of Deeds in Book 3809, Page 286, and Deed from International Paper Company dated November 25, 2003 and recorded at said Registry in Book 3809, Page 295.

EXHIBIT B-1
Sketch plans of additional Property/Premises (2 pages)



land n/f of
Francis A. Russell & Melinda R. Hill
Book 3943, Page 303

Sugar Hill Road

2082±

75-00-0



N 11°08'49" W
1708.07'

land of Tree Top
Manufacturing, Inc.
Book 5257, Page 179
48.0 acres ±

2000±

land n/f of Lakeville Shores, Inc.
Book 5141, Page 309

T 16 MD

611±

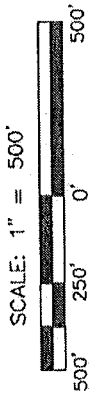
EASTBROOK

land n/f of
Peter & Domenica Pugliese
Book 4121, Page 128
Map 18, Lots 17, 17-3

Gravel Road

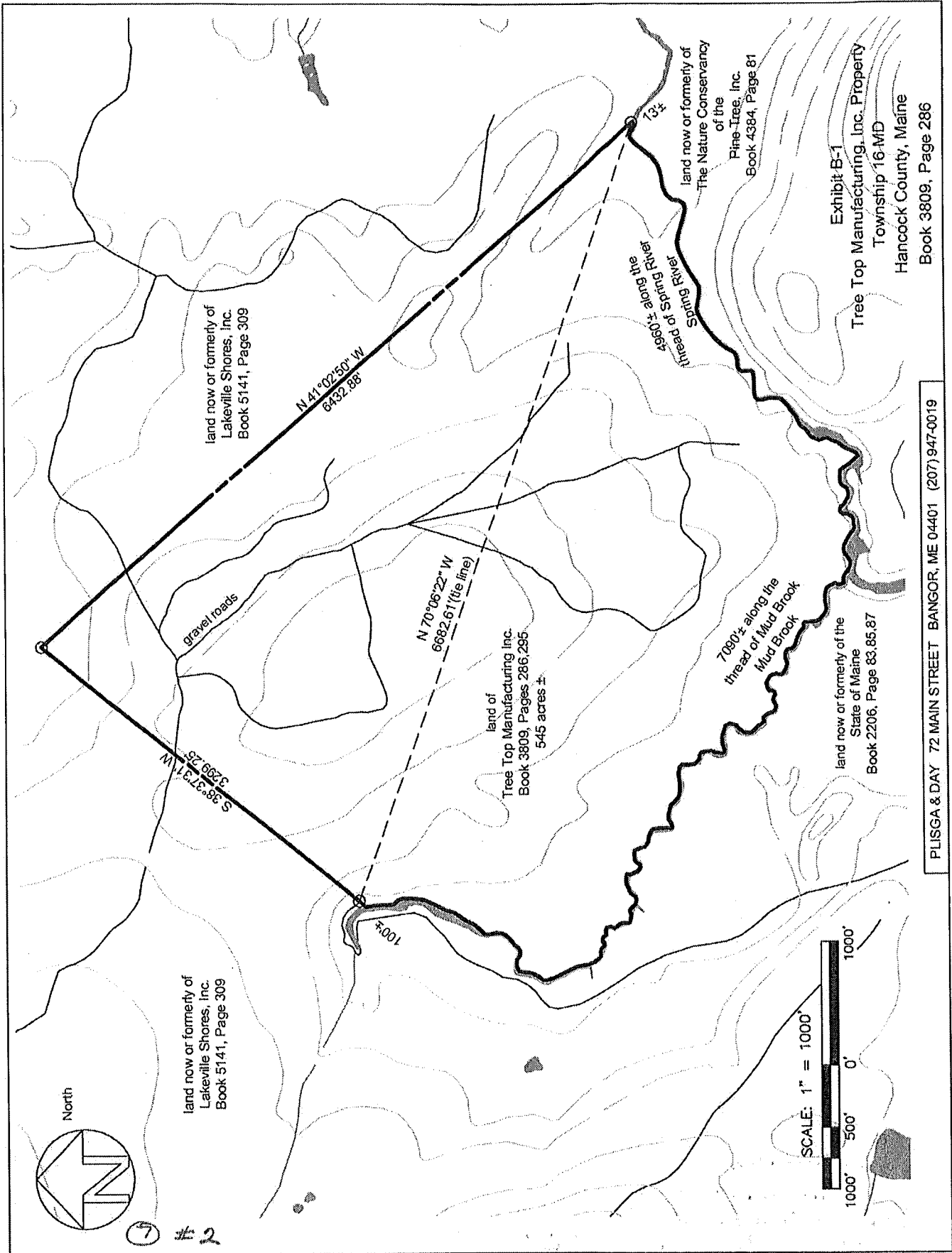
land n/f of
Brenda J. Kearns
Volume 4442, Page 163
Map 18, Lot 17-4

Exhibit B-1
Tree Top Manufacturing, Inc. Property
Eastbrook
Hancock County, Maine
Book 5257, Page 179



boundaries depicted on this sketch are approximate

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

Ret: Verrill Dana
Portland

⑦ #2

SUPPLEMENTAL MEMORANDUM OF LEASE

THIS SUPPLEMENTAL MEMORANDUM OF LEASE is made by and between **TREE TOP MANUFACTURING, INC.**, a Maine corporation having a mailing address of 382 Cave Hill Road, Waltham, Massachusetts 04605 ("Lessor"), and **WEAVER WIND, LLC**, a Delaware limited liability company having a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Lessee").

WHEREAS, Lessor and Lessee are parties to that certain Land Lease Agreement dated September 23, 2008 (a Memorandum of which having been recorded at the Hancock County Registry of Deeds in Book 5304, Page 184), as affected by Assignment and Assumption of Lease effective March 23, 2012 and recorded at the Hancock County Registry of Deeds in Book 5819, Page 111, First Amendment effective March 23, 2012 (a Supplemental Memorandum of which having been recorded at said Registry in Book 5819, Page 113), and Assignment and Assumption of Lease effective June 30, 2014 and recorded at said Registry in Book 6255, Page 277 (collectively, the "Lease"), relating to certain "Property" and "Premises" located in the towns of Eastbrook, Osborn, and Waltham, and in Township 16 MD BPP, Hancock County, Maine and more particularly described in the Lease;

WHEREAS, by Second Amendment to Land Lease Agreement of near or even date herewith, Lessor and Lessee amended the Lease to re-define the Property and the Premises to include certain additional adjacent lands said Towns of Eastbrook and Osborn, Hancock County, Maine, and modify certain other provisions of the Lease

NOW THEREFORE, Lessee and Lessor hereby acknowledge as follows with respect to the amended Lease, with capitalized terms used but not defined herein having the meanings ascribed in the Lease:

1. PROPERTY AND PREMISES. The lands in the Towns of Eastbrook and Osborn, Hancock County, Maine described on the attached Exhibit A-2 and depicted on the attached Exhibit B-2 , together with the non-exclusive access right over adjacent land of Lessor, on the same terms as set forth in Section 1 of the Lease, over, under and along a one hundred foot (100') wide right-of way centerlined on the 73-34-00 Road, are hereby added to both the "Property" and the "Premises" described in the Lease, and all references in the Lease to either the "Property" or the "Premises" shall hereafter include said additional adjacent lands and right-of-way.
2. TERM; INITIAL RENT. The first paragraph of Section 3.1 of the Lease is deleted in its entirety and replaced with the following:

The Initial Term of this Lease shall consist of a Development Term and a Base Term. The "Development Term" shall commence on the Effective Date and end on the Commencement Date, unless sooner terminated by Lessee pursuant to the terms of this Lease, or by Lessor pursuant to Section 3.1.1 below. The "Base Term" shall commence

on the Commencement Date and continue until midnight on December 31 following the twenty-fifth (25th) anniversary of the Commencement Date.

3. COMMENCEMENT DATE. The definition of "Commencement Date" in Section 4 of the Lease is amended to mean the first (1st) day of the month following the date of commencement of construction of the Project, which for purposes hereof shall mean the pouring of the first foundation for the WTGs for the Project.
4. PROJECT. The Parties hereby acknowledge that the "Project," as defined in Section 4 of the Lease and as used in the Lease, shall mean the wind power project consisting of 1.5-5.0 MW wind turbine generators, towers equipment, facilities infrastructure and substructures that Lessee plans to develop, construct and operate in or around Eastbrook and Osborn, Maine, to be located on some portion of the Property (as hereby amended). For the sake of clarity, the Project does not include either the separate wind power project known as "Bull Hill Wind" developed by Blue Sky East, LLC on lands located in and near Township 16 MD BPP, Hancock County, Maine, or the separate wind power project known as "Hancock Wind" proposed by Hancock Wind, LLC on lands located in and near Township 22 MD BPP, Hancock County, Maine.
5. EFFECT. This Supplemental Memorandum shall be recorded at the Hancock County Registry of Deeds, and, upon such recording, shall serve to modify, but not replace, that certain Memorandum of Lease recorded at said Registry in Book 5304, Page 184, as modified by Supplemental Memorandum of Lease recorded at said Registry in Book 5819, Page 113. Said Memoranda and this Supplemental Memorandum have been prepared for the purpose of making a public record of the amended Lease, and it is intended that the parties shall be subject to all of the provisions of the amended Lease and that nothing herein shall be construed or deemed to alter or change any of the terms or provisions of the amended Lease.

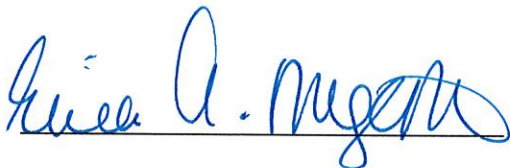
IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals effective as of December 4, 2014.

WITNESS:

LESSEE:

WEAVER WIND, LLC

By: MAINE WIND HOLDINGS, LLC
Its Member



By: 
Print Name: _____

Title: ARTHUR J. SNELL
ASSISTANT SECRETARY

WITNESS:

M Glover

LESSOR:

TREE TOP MANUFACTURING, INC.

By: Duane H Jordan
Print Name: Duane H Jordan
Title: PPS

Acknowledgment of Lessor

STATE OF MAINE

COUNTY OF HANCOCK

Then personally appeared the above-named Duane Jordan of Tree Top Manufacturing, Inc., and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of Tree Top Manufacturing, Inc.

M Glover
Print Name: _____
Notary Public

Madeline Lu Glover
Notary Public, State of Maine
My Commission Expires October 2, 2021

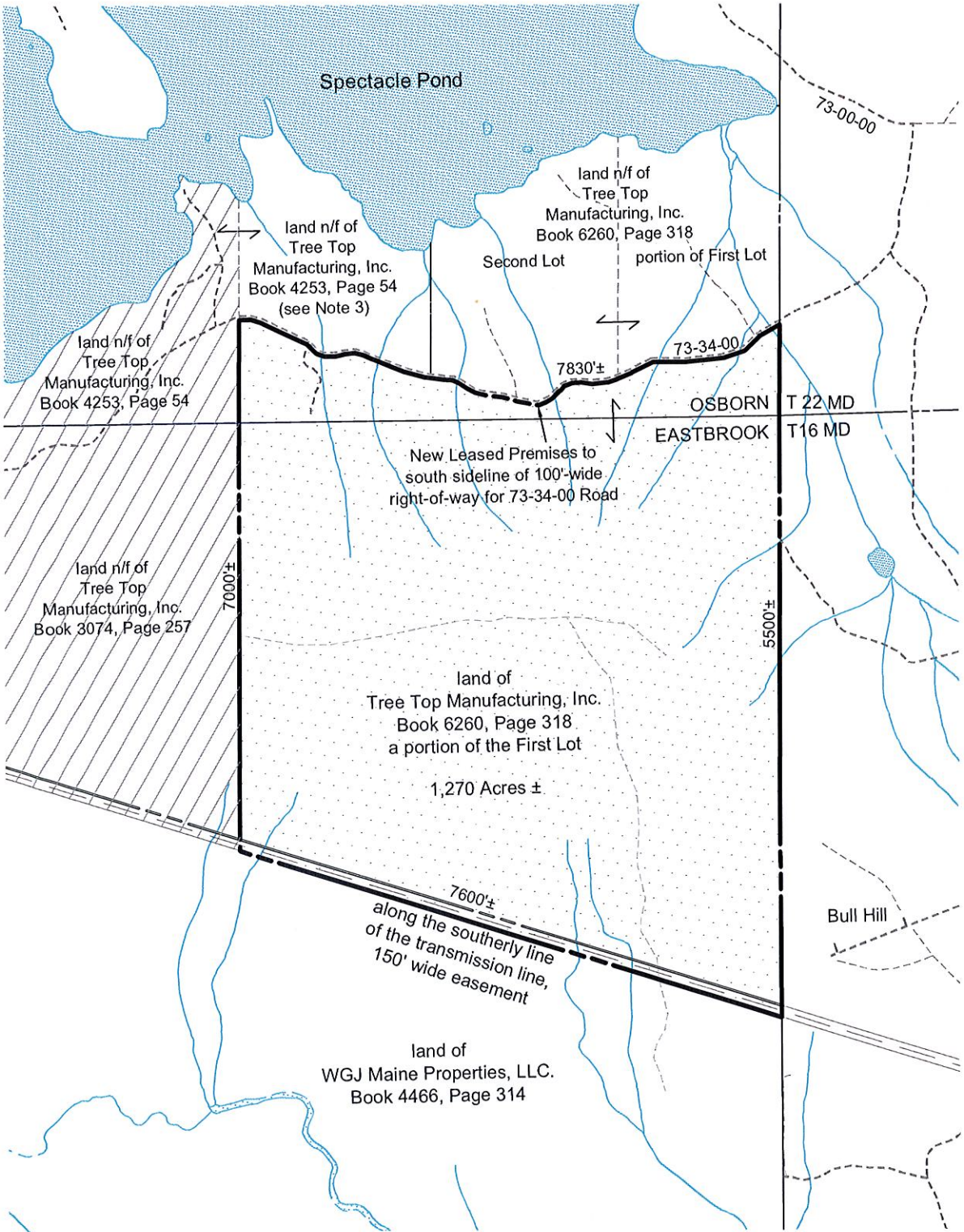
EXHIBIT A-2
Additional Property/Premises

Towns of Eastbrook and Osborn:

That certain parcel of land generally shown on Exhibit B-2 attached hereto as the 1,270± acre area bounded on the north by the south sideline of the right of way for Road 73-34-00 (measured fifty feet (50') southerly of the road centerline), bounded on the east by the east line of the Towns of Osborn and Eastbrook, bounded on the south by the south sideline of the electric transmission line easement, and bounded on the west by the east line of land leased to Lessee under the Lease as of the date hereof, being the west line of the "FIRST LOT" described in the Deed from WGJ Maine Properties, LLC to Lessor dated August 1, 2014 and recorded at the Hancock County Registry of Deeds in Book 6260 Page 318.

SUBJECT TO the restrictive covenant affecting said FIRST LOT, and subject to easements and rights of way in favor of Lessor and reserved by the grantor, as set forth in said Deed from WGJ Maine Properties, LLC to Lessor recorded in Book 6260 Page 318.

EXHIBIT B-2
Sketch plan of additional Property/Premises





-  Area to be added to Leased Premises
-  Existing Leased Premises Book 5304, Page 184

Exhibit B-2
Tree Top Manufacturing Inc.
 Book 6260, Page 318
 Book 4253, Page 53
 Eastbrook & Osborn, Maine
 1"=2000'

NOTES:
 (1) This sketch is not the result of a Standard Boundary Survey, boundaries depicted are approximate.
 (2) Documents referenced on this sketch are recorded in the Hancock County Registry of Deeds.
 (3) 114 +/- acre parcel excepted from original leased Premises Book 5304, Page 184

Proj. #10039
 November 6, 2014

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made by and between **LAKEVILLE SHORES, INC.**, a Maine corporation having a mailing address of P.O. Box 96, Winn, Maine 04495 ("Grantor"), **WEAVER WIND, LLC**, a Delaware limited liability company, having a mailing address c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Grantee"), **BLUE SKY EAST, LLC**, a Delaware limited liability company having a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("BSE"), and **HANCOCK WIND, LLC**, a Delaware limited liability company, having a mailing address c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Hancock Wind").

WHEREAS, Grantor is the owner of a certain lot or parcel of land situated in Township 16 MD BPP, Hancock County, Maine, more particularly described in that certain Deed from Five Islands Land Corporation, et al. dated February 18, 2009 and recorded at the Hancock County Registry of Deeds in Book 5141, Page 309 (the "Grantor's Land");

WHEREAS, Grantor, as Lessor, and BSE, as Lessee, have entered into that certain Amended and Restated Land Lease Agreement dated August 17, 2009, as amended by Amendment dated April 2, 2012 and recorded at said Registry in Book 5793, Page 129 (as amended, the "Bull Hill Lease"), whereby BSE leases an approximately 2,300-acre portion of Grantor's Land defined as the "Premises" in the Bull Hill Lease (the "Bull Hill Premises");

WHEREAS, Grantor, as Lessor, and Hancock Wind, as Lessee, have entered into that certain Land Lease Agreement dated April 2, 2012, a memorandum of which having been recorded at said Registry in Book 5793, Page 270, as amended by Amendment dated April 12, 2013 and recorded at said Registry in Book 6020, Page 52, and Second Amendment dated June 23, 2014 and recorded at said Registry in Book 6241, Page 101 (as amended, the "Hancock Wind Lease"), whereby Grantee leases a portion of Grantor's Land that is adjacent to the Bull Hill Premises and defined as the "Premises" in the Hancock Wind Lease (the "Hancock Wind Premises");

WHEREAS, Grantor has granted an Easement to Bangor Hydro Electric Company dated October 19, 2011 and recorded at said Registry in Book 5706, Page 53 (the "Substation Easement"), pursuant to which Bangor Hydro Electric Company (now known as Emera Maine) has installed and operates an electrical substation or switching station within a defined "Hancock Wind Easement Area" located within the Bull Hill Premises (the "Substation Easement Property");

WHEREAS, in connection with the wind energy electrical generation operation that BSE has constructed and operates on the Bull Hill Premises (the "Bull Hill Project"), BSE has constructed a collection substation (consisting of transformers, switching, protection and control equipment, related facilities and surrounding fence) adjacent to the Substation Easement Property, and electrical collection lines running to said collection substation (collectively, the "Bull Hill Collection Facilities");



WHEREAS, in connection with the wind energy electrical generation operation that Hancock Wind plans to construct and operate on the Hancock Wind Premises and other lands in Township 22 MD BPP (the "Hancock Wind Project"), Hancock Wind desires to construct its own collection substation (consisting of transformers, switching, protection and control equipment, related facilities and surrounding fence) adjacent to the Substation Easement Property, and electrical transmission and/or collection lines running to said collection substation (collectively, the "Hancock Wind Collection Facilities");

WHEREAS, to accommodate the Hancock Wind Collection Facilities, Grantor, Hancock Wind, and BSE entered into an Easement Agreement dated April 2, 2012 and recorded at said Registry in Book 5793, Page 276, as affected by Partial Release April 12, 2013 and recorded at said Registry in Book 6020, Page 57, and Partial Release dated June 23, 2014 and recorded at said Registry in Book 6241, Page 107 (collectively, the "Hancock Wind Facilities Easement");

WHEREAS, in connection with the wind energy electrical generation operation that Grantee plans to construct and operate in the Towns of Eastbrook and Osborn (the "Weaver Wind Project"), Grantee desires to construct its own collection substation (consisting of transformers, switching, protection and control equipment, related facilities and surrounding fence) adjacent to the Substation Easement Property, and electrical transmission and/or collection lines running to said collection substation (collectively, the "Weaver Wind Collection Facilities");

WHEREAS, Grantor is willing to grant an easement to Grantee for the Weaver Wind Collection Facilities, and BSE and Hancock Wind are willing to consent to such an easement, on the following terms and conditions;

NOW THEREFORE, Grantor does hereby grant to Grantee, its successors and assigns, with Quitclaim Covenant, the rights, privileges and easements hereinafter set forth, which are to be exercised upon and with respect to the portions of Grantor's Land hereinafter described (the "Weaver Wind Easement Area"), subject to the following:

- A. the Bull Hill Lease;
- B. the Substation Easement;
- C. Access Easement from Grantor to BSE dated April 2, 2012 and recorded at the Hancock County Registry of Deeds in Book 5793, Page 136;
- D. Property Easement from Grantor to BSE dated April 2, 2012 and recorded at said Registry in Book 5793, Page 143;
- E. the Hancock Wind Lease;
- F. the Hancock Wind Facilities Easement; and
- G. nonexclusive access easements and rights of way granted to others, over existing roads.

1. Scope of Easement. The rights, privileges and easements hereby conveyed to Grantee are as follows:

- a. the right to enter upon the Weaver Wind Easement Area at any time with men and conveyances for purposes of pedestrian and vehicular ingress and egress, including hauling equipment, cranes, trucks and other machinery as desired by Grantee;
- b. the right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use the Weaver Wind Collection Facilities and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations and supports, all as Grantee may from time to time desire upon, along, across, above and beneath the Weaver Wind Easement Area;
- c. the right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use the Weaver Wind Collection Facilities and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Weaver Wind Easement Area;
- d. the right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof;
- e. the right to construct, use, maintain and repair such roads within the Weaver Wind Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, hauling equipment, cranes, trucks and other machinery, including rights (but no obligation) of snow removal and road grading;
- f. the right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence;
- g. the right to clear and keep the Weaver Wind Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions; and
- h. the right at any and all times to enter on adjacent land of Grantor, to cut or trim and remove such trees growing outside the limits of the Weaver Wind Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein.

TOGETHER WITH a nonexclusive easement for pedestrian and vehicular access to and from the Weaver Wind Easement Area (the "Access Easement") over and across (i) the Grantor's Land, by means of existing roads and lanes, if there be such, otherwise by such route or routes as reasonably determined by Grantee and consented to by Grantor (which consent shall not be unreasonably withheld), and (ii) the road in Township 9 S.D., Hancock County, Maine identified and depicted in a certain Easement from Herbert C. Haynes, Inc. to Grantor dated January 6, 2011 and recorded at the Hancock County Registry of Deeds in Book 5555, Page 205. The Access Easement is SUBJECT TO all of

the "General Provisions As To All Easements" set forth in said Easement from Herbert C. Haynes, Inc. to Grantor dated January 6, 2011 and recorded at said Registry in Book 5555, Page 205, which are incorporated herein by reference.

2. Weaver Wind Easement Area. The "Weaver Wind Easement Area" initially shall consist of that portion of Grantor's Land located within the Bull Hill Premises and northerly of the existing 150'-wide transmission line easement corridor described in the instrument recorded at the Hancock County Registry of Deeds in Book 781, Page 315. Within six (6) months following the date on which Grantee has completed construction of the Weaver Wind Collection Facilities, Grantee shall deliver an as-built survey (the "As-Built Survey") to Grantor, BSE and Hancock Wind, to re-define the Weaver Wind Easement Area subject to the easement rights set forth herein to include only those portions of the Weaver Wind Easement Area that are shown on the As-Built Survey and are: (a) located up to forty-five (45) feet from the centerline of electric transmission lines and up to thirty (30) feet from the centerline of electric collection lines; (b) up to ten (10) acres around the collection substation installed by Grantee, which shall be adjacent to the Substation Easement Property; and/or (c) encompassing up to 200 acres for any buffer zones required to be located on the Grantor's Land by any regulatory permits or approvals for the Weaver Wind Project. Promptly after delivery of the As-Built Survey to Grantor and BSE, the parties shall execute and record an amendment to this Easement Agreement to re-define the Weaver Wind Easement Area consistent with the As-Built Survey.
3. Merchantable Timber. Any and all merchantable timber cleared in the exercise of the rights set forth in clauses 1(g) or 1(h) above shall remain the property of Grantor, and unless otherwise agreed in writing by the parties, Grantee shall make any such timber removed reasonably available to Grantor at the processing center or logging yard used by Grantee or its contractors, and Grantor shall be entitled to pick up such timber from the center or yard and sell it for its own accord, and all such timber and proceeds therefrom shall be and remain the property of Grantor and upon making such timber reasonably available to Grantor, Grantee shall have no obligation to pay Grantor any amount for timber that is removed by Grantee or on its behalf.
4. Compliance with Laws. Grantee shall at all times conduct its activities on and around the Weaver Wind Easement Area (including, without limitation, the cutting and removal of trees, vegetation and other undergrowth) in full compliance with all applicable federal, state and local laws and regulations and with any governmental approvals granted in connection with the Bull Hill Project, the Hancock Wind Project, and/or the Weaver Wind Project, and any other necessary approval of the Maine Public Utilities Commission. Without limiting the generality of the foregoing, Grantee shall not cause or permit any hazardous materials to be unlawfully released or disposed of at, or near the Weaver Wind Easement Area, and in the event of any unlawful release or disposal by Grantee of any hazardous materials within or near the Weaver Wind Easement Area, Grantee shall promptly clean up and remove the same at its cost in accordance with all applicable laws, rules and regulations of any government, authority, agency, commission, or regulatory body having jurisdiction over the same.

5. Non-Interference.

- a. Grantee covenants and agrees that the Weaver Wind Collection Facilities (and the resulting reduced Weaver Wind Easement Area) shall be located so that the Weaver Wind Collection Facilities do not interfere with (i) the Bull Hill Collection Facilities or any other improvements maintained by BSE in connection with the Bull Hill Project, or (ii) the Hancock Wind Collection Facilities. Collection lines included in the Weaver Wind Collection Facilities may cross collection lines included in the Bull Hill Collection Facilities, provided that (i) any such crossing shall be made at a location and at an angle approved by BSE, which approval shall not be unreasonably withheld, (ii) any such crossing shall be used and maintained in such manner as will not interfere with or impair the operations of the Bull Hill Collection Facilities, (iii) the use and maintenance of any such crossing shall be consistent with BSE's reasonable safety regulations and with the requirements of any federal, state, or local codes, rules or ordinances and commonly accepted utility practice, and (iv) any work related to such crossing (including any alterations or improvements to Bull Hill Collection Facilities necessitated by such crossing, as reasonably determined by BSE) shall be performed at the sole cost and expense of Grantee.
 - b. Upon completion of construction of the Weaver Wind Collection Facilities, Grantor, BSE and Hancock Wind covenant and agree that they shall not (i) interfere with or impair the operations of the Weaver Wind Collection Facilities, or (ii) take any action within the Weaver Wind Easement Area that is inconsistent with Grantee's reasonable safety regulations or the requirements of any federal, state, or local codes, rules or ordinances or approval for the Weaver Wind Project, or commonly accepted utility practice.
 - c. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor acknowledges and agrees that Grantor's activities and any grant of rights Grantor makes to any third party shall not, now or in the future, interfere in any way with the exercise by Grantee of any rights granted under this Easement Agreement, and Grantor shall not publicly oppose the Weaver Wind Project associated with the rights granted hereunder. Grantor agrees to take no action which would tend to oppose, could reasonably be expected to reflect unfavorably upon or otherwise adversely affect Grantee or the Weaver Wind Project.
6. Reserved Rights of Grantor. Reserving to Grantor the use and enjoyment of the Weaver Wind Easement Area for all purposes that do not interfere with the rights, privileges and easements hereby conveyed to Grantee, subject to (a) the terms and conditions herein, (b) the terms and conditions of the Bull Hill Lease, for those portions of the Weaver Wind Easement Area located within the Bull Hill Premises, and (c) the terms and conditions of the Hancock Wind Lease, in the event any portion of the final Weaver Wind Easement Area is located within the Hancock Wind Premises.
7. Liens. Grantee shall keep the Weaver Wind Easement Area free of all liens and claims of liens for labor and/or services related to Grantee's use of the Weaver Wind Easement Area

pursuant to this Easement Agreement. Nothing contained herein shall be interpreted as meaning that Grantee, or anyone claiming by, through or under Grantee, has consent by Grantor or any authority or power to permit any lien to attach to or to be placed upon Grantor's interest in the Grantor's Land or any portion thereof.

8. Property Taxes. The Weaver Wind Collection Facilities constructed or installed by Grantee upon the Weaver Wind Easement Area shall remain the property of Grantee. Grantee shall be responsible for any property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to (i) the Weaver Wind Collection Facilities and any personal property of Grantee located on the Weaver Wind Easement Area, or (ii) the Weaver Wind Easement Area or adjacent lands of Grantor that arise solely from Grantee's Weaver Wind Collection Facilities, including any "tree growth" or land use conversion tax penalty.
9. Abandonment. In the event Grantee (a) fails to construct the Weaver Wind Collection Facilities within the Weaver Wind Easement Area pursuant to this Easement Agreement within eight (8) years after the date hereof, and shall not thereafter be making good faith efforts to construct the Weaver Wind Collection Facilities, or (b) ceases to operate the Weaver Wind Collection Facilities within the Weaver Wind Easement Area pursuant to this Easement Agreement for a period of five (5) consecutive years after commissioning thereof, and shall not thereafter be making good faith efforts to restart operation of the Weaver Wind Collection Facilities; then in either such event, upon written notice from Grantor, Grantee shall promptly remove the Weaver Wind Collection Facilities from the Weaver Wind Easement Area and release to Grantor all of the rights granted by this Easement Agreement.
10. Assignment by Grantee. Also conveying to Grantee the absolute right to assign to others, including, without limitation, any utility company, in whole or in part, any or all of the rights, privileges and easements herein conveyed. Grantee shall have the right, without consent or approval by Grantor, BSE or Hancock Wind, to freely assign, mortgage, encumber, sublease, license or otherwise convey all or any portion of its interests under this Easement Agreement (collectively, a "Transfer"); provided, however, that any such Transfer not made in connection with a transfer or financing of all or a portion of the Weaver Wind Project, and not made to a utility company, shall require the prior written consent of Grantor, which consent shall not be unreasonably withheld. Any assignee or transferee shall have the same rights as Grantee pursuant to this Easement Agreement with respect to any further Transfer of its interest in this Easement Agreement.
11. Successors and Assigns. The rights, obligations, privileges, easements, and agreements herein contained shall run with the land and shall bind, and the benefits and advantages thereof shall inure to, the respective successors and assigns of the parties hereto.
12. Miscellaneous. Nothing contained herein shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever. This Easement Agreement will be construed, interpreted and applied under the laws of the State of Maine. Grantor, BSE and Hancock Wind, from time to time, shall execute, acknowledge, subscribe and deliver to or at the request of Grantee such documents and further assurances as Grantee may reasonably

require for the purpose of evidencing, preserving or confirming the rights, obligations, privileges, easements and agreements contained herein.

TO HAVE AND TO HOLD the said rights, privileges and easements to said WEAVER WIND, LLC, its successors and assigns forever.

HERBERT C. HAYNES, INC. grantor under said above-referenced Easement to Grantor dated January 6, 2011, and recorded at the Hancock County Registry of Deeds in Book 5555, Page 205, hereby joins in this Easement Agreement for the purpose of acknowledging and consenting to the inclusion of the rights and easements set forth in said Easement as part of the easement interests conveyed by this Easement Agreement.

IN WITNESS WHEREOF, LAKEVILLE SHORES, INC., HERBERT C. HAYNES, INC., WEAVER WIND, LLC, BLUE SKY EAST, LLC and HANCOCK WIND, LLC have caused this instrument to be executed by their representatives, hereunto duly authorized, as of the 22nd day of December 2014.

WITNESS:

LAKEVILLE SHORES, INC.

Janna M. Ouellette
Janna M. Ouellette

By: Herbert C. Haynes, Jr.
Print: Herbert C. Haynes, Jr.
Its: President

STATE OF MAINE

COUNTY OF Penobscot

Dec. 22, 2014

Then personally appeared the above-named Herbert C. Haynes, Jr. President of Lakeville Shores, Inc., and acknowledged the foregoing instrument to be his/~~her~~ free act and deed and the free act and deed of said corporation.

Before me,

Sherri Ann Rogerson

Notary Public/~~Attorney at Law~~

Print Name: Sherri Ann Rogerson

My Commission Expires: 9-2-2021

SEAL

WITNESS:

HERBERT C. HAYNES, INC.

Janna M. Ouellette
Janna M. Ouellette

By: Herbert C. Haynes, Jr.
Print: Herbert C. Haynes, Jr.
Its: President

WITNESS

Delvonda Young

WEAVER WIND, LLC

By: Maine Wind Holdings, LLC, its Member

By: 
Name: IMRAAN MIR
Title: ASSISTANT SECRETARY

WITNESS

Delvonda Young

BLUE SKY EAST, LLC

By: Blue Sky East Holdings, LLC, its Member

By: 
Name: IMRAAN MIR
Title: ASSISTANT SECRETARY

WITNESS

Delvonda Young

HANCOCK WIND, LLC


^{Hancock}
By: ~~Maine~~ Wind Holdings, LLC, its Member

By: 
Name: IMRAAN MIR
Title: ASSISTANT SECRETARY

OL'S BULL HILL POWER TRUST, a Delaware statutory trust, the "Owner Lessor" under (i) that certain Site Sublease Agreement with Blue Sky East, LLC dated as of November 21, 2012, a Memorandum of which being recorded at the Hancock County Registry of Deeds in Book 5935, Page 22, and (ii) that certain Facility Lease Agreement with Blue Sky East, LLC dated as of November 21, 2012, a Memorandum of which being recorded at said Registry in Book 5935, Page 31, does hereby CONSENT to the foregoing Easement Agreement.

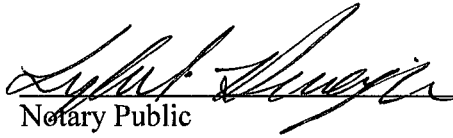
OL'S BULL HILL POWER TRUST,
as Owner Lessor

By: Wilmington Trust, National Association,
not in its individual capacity but solely as
Owner Trustee

By: 
Name: **Steve Barone**
Title: **Assistant Vice President**

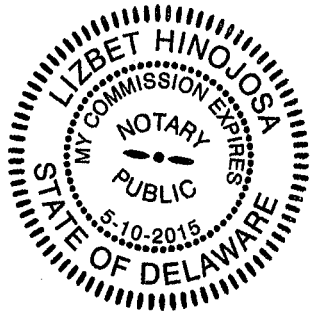
STATE OF Delaware)
) ss.:
COUNTY OF New Castle)

On this 22 day of January, 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared Steve Barone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity as Assistant Vice President of Wilmington Trust, National Association, the Owner Trustee of OL's Bull Hill Power Trust, and that by her/his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument and acknowledged this instrument to be her/his free act and deed in her/his said capacity, the free act and deed of Wilmington Trust, National Association, in its said capacity, and the free act and deed of said OL's Bull Hill Power Trust.


Notary Public

Lizbet Hinojosa
Print name

My commission expires _____



Affix seal

9 LIZBET HINOJOSA
Notary Public - State of Delaware
My Comm. Expires May 10, 2015 8 NM
14 MR

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ElRet: Verrill Dana
one Portland Sq.
Portland, ME LLP