

## North Generator Lead Line - Title, Right, and Interest - *Click desired row to jump to agreement*

Number	Location	Tax Map	Plan	Lot	Project Area	Project Map	Current Owner	TRI
001 of 020	TC R2 WELS	AR002	01	1	No. Generator Lead Line	NL_01	Aroostook Timberlands, LLC	Leased
001 of 020	Hammond	3		1	No. Generator Lead Line	NL_02	Aroostook Timberlands, LLC	Leased
002 of 020	Littleton	7		11	No. Generator Lead Line	NL_03	Roger C and Lynette A Dobbs	Leased
002 Of 020	Littleton	7		11C	No. Generator Lead Line	NL_04	Roger C and Lynette A Dobbs	Leased
003 of 020	Littleton	7		11A	No. Generator Lead Line	NL_05	Douglas M Wright	Purchase Option
004 of 020	Littleton	7		12	No. Generator Lead Line	NL_06	Michael F and Cecelia F Brown	Leased
005 of 020	Littleton	7		23A	No. Generator Lead Line	NL_07	Aaron J Cyr	Leased
006 of 020	Littleton	7		23	No. Generator Lead Line	NL_08	John V and Joyce F Connery	Leased
007 of 020	Littleton	7		33C	No. Generator Lead Line	NL_09	Richard Hurteau	Leased
008 of 020	Littleton	7A		34	No. Generator Lead Line	NL_10	Chris A Fitzpatrick	Leased
009 of 020	Littleton	7A		43	No. Generator Lead Line	NL_11	Joseph M and Tamarah D Bourgo	Leased
009 of 020	Littleton	7A		43A	No. Generator Lead Line	NL_12	Joseph M and Tamarah D Bourgo	Leased
010 of 020	Houlton	2		14	No. Generator Lead Line	NL_13	Straw Inc	Leased
011 of 020	Houlton	8		45	No. Generator Lead Line	NL_14	Leo J and Christy K Fitzpatrick	Leased
012 of 020	Houlton	8		47A	No. Generator Lead Line	NL_15	Perez, Roberto and Kimberly	Leased
013 of 020	Houlton	9		3	No. Generator Lead Line	NL_16	Herbert C Haynes Inc	Leased
014 of 020	Houlton	15		11	No. Generator Lead Line	NL_17	Richard M and Joan M Gogan	Leased
015 of 020	Houlton	15		14	No. Generator Lead Line	NL_18	Dickison and London Inc	Leased
016 of 020	Houlton	15		17	No. Generator Lead Line	NL_20	Cindy L Delucca	Leased
016 of 020	Houlton	15		19	No. Generator Lead Line	NL_20	Cindy L Delucca	Leased
017 of 020	Houlton	21		16	No. Generator Lead Line	NL_21	Gardner Chipmills Houlton LLC	Leased
017 of 020	Houlton	21		33	No. Generator Lead Line	NL_22	Gardner Chipmills Houlton, LLC	Leased
017 of 020	Houlton	21		15	No. Generator Lead Line	NL_23	Gardner Chipmills Houlton LLC	Leased
018 of 020	Houlton	21		28	No. Generator Lead Line	NL_24	David L Wilson and Catherine T T	Purchase Option
019 of 020	Houlton	21		25	No. Generator Lead Line	NL_25	Emery M Shaw	Purchased
020 of 020	Houlton	27		17	No. Generator Lead Line	NL_26	Emera	Leased

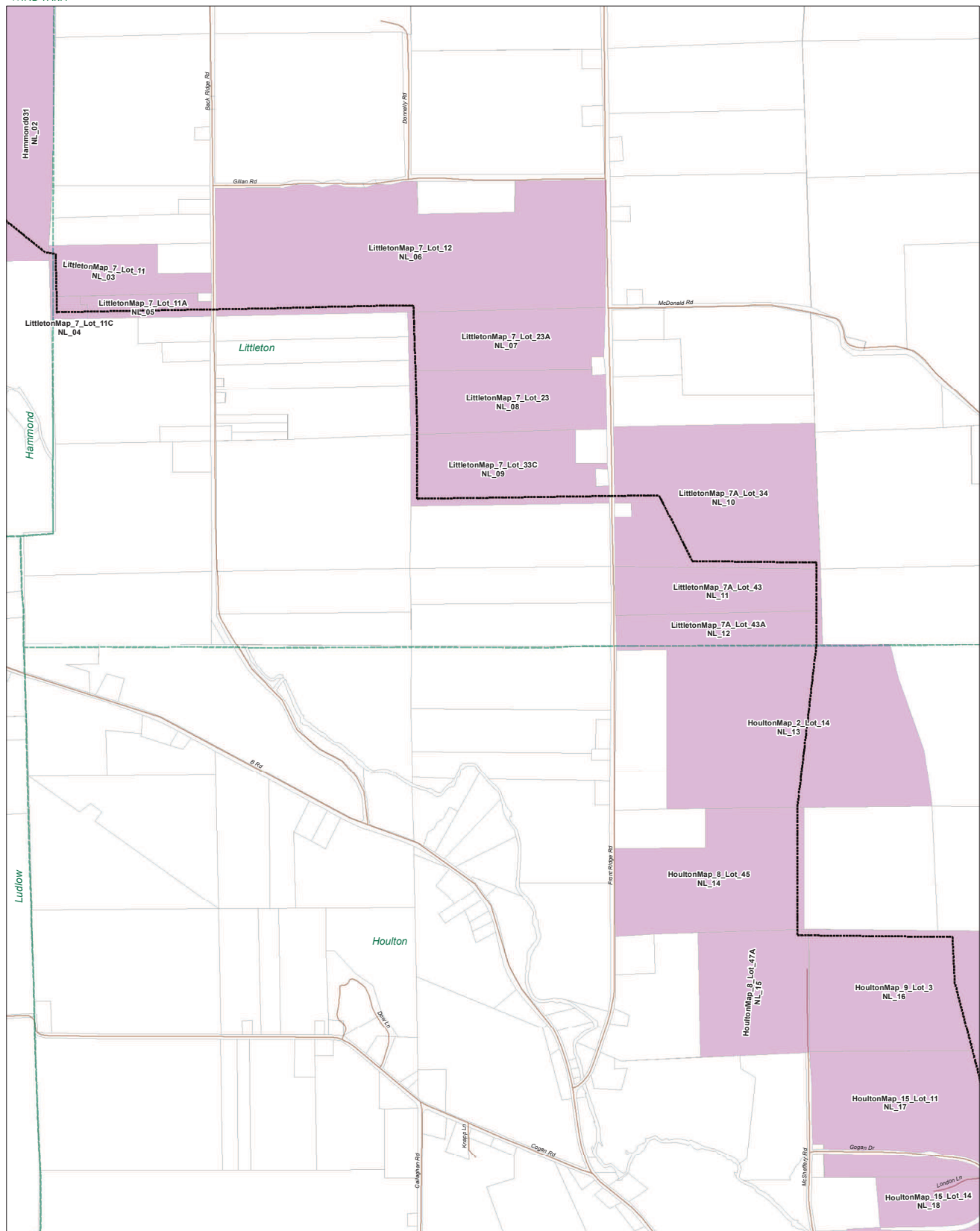




NUMBER NINE WIND FARM

# Number Nine Wind Farm

## Section 2 - Title, Right, and Interest



### Legend

**Parcels**

- TA - Turbine Area
- NL - Northern Gen Lead Line
- BP - Bridal Path
- Not Part of Number Nine Project
- Townships

**Project Map**

- Turbine
- Met Tower
- Generator Lead Line
- Collection
- Access Road
- Existing Roads
- Substation
- O&M Building
- Batch Plant
- Laydown Yard

Author - Jon Dove  
 Date: 3/19/2015  
 Version - 1

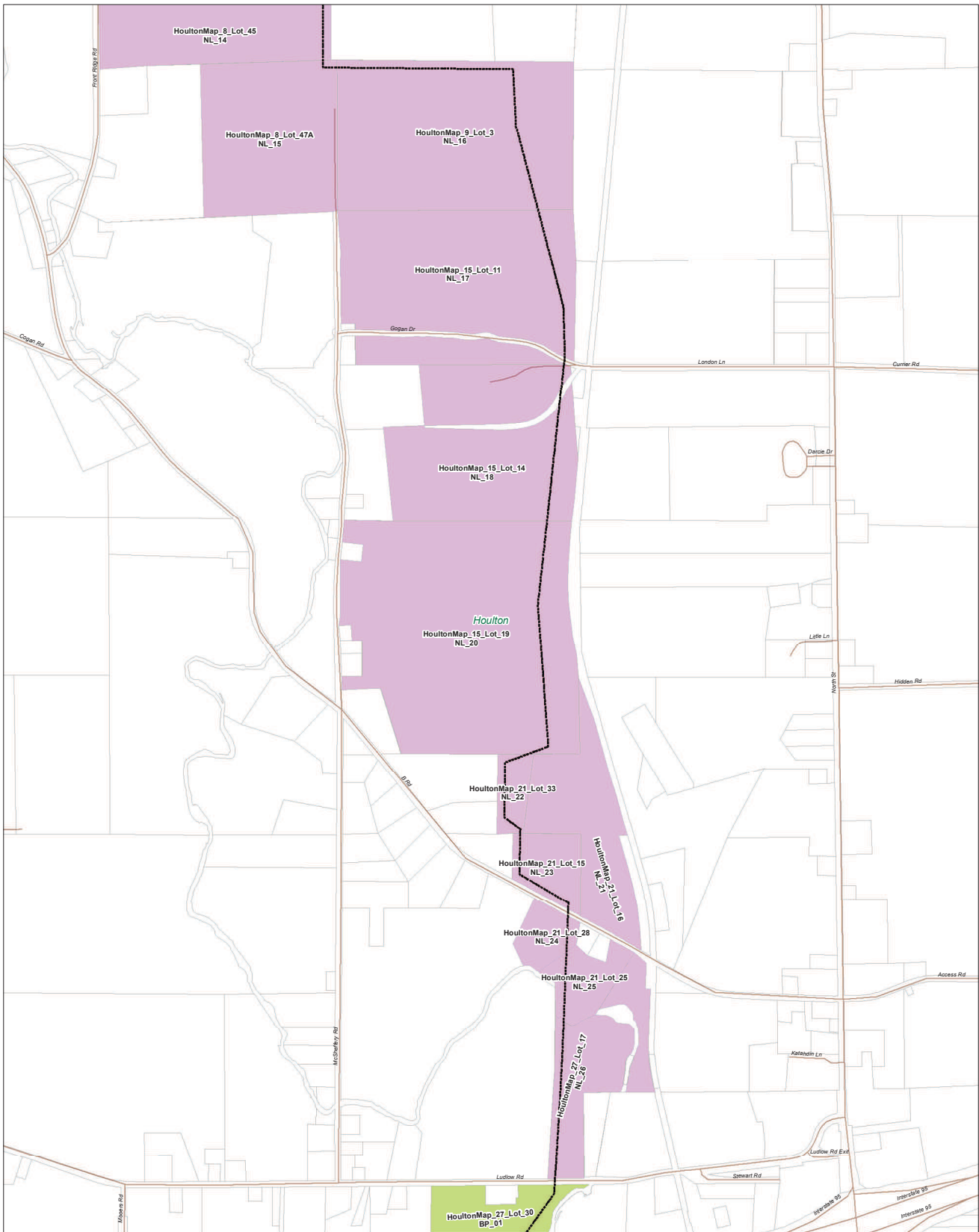
Datum -  
 Projection - NAD 83 State Plane ME E 1801 FT  
 Data Sources - ESRI, EDPR, MEGIS

Notes -

1:7,510

Miles  
 0 0.25 0.5

T12 87 WELLS	Washburne Pt	Castle Hill	Weymouth	Prospect Hill	1077 7000
T11 87 WELLS	Garfield Pt	Ashland	T11 84 WELLS	Chapman	Caston
T10 87 WELLS	T10 84 WELLS	Melrose	Belmont Top	T10 82 WELLS	Headford
T9 87 WELLS	T9 84 WELLS	Madison	T9 82 WELLS	T9 80 WELLS	Blaine
T8 87 WELLS	T8 84 WELLS	Orono Pt	T8 82 WELLS	T8 80 WELLS	Chapman
T7 87 WELLS	T7 84 WELLS	Orono Pt	T7 82 WELLS	T7 80 WELLS	Wendover
T6 87 WELLS	T6 84 WELLS	Orono Pt	T6 82 WELLS	T6 80 WELLS	Monticello
T5 87 WELLS	T5 84 WELLS	Orono Pt	T5 82 WELLS	T5 80 WELLS	Lincoln
T4 87 WELLS	T4 84 WELLS	Orono Pt	T4 82 WELLS	T4 80 WELLS	Headford
T3 87 WELLS	T3 84 WELLS	Orono Pt	T3 82 WELLS	T3 80 WELLS	Carry Pt
T2 87 WELLS	T2 84 WELLS	Orono Pt	T2 82 WELLS	T2 80 WELLS	Amity
T1 87 WELLS	T1 84 WELLS	Orono Pt	T1 82 WELLS	T1 80 WELLS	Orono



### Legend

**Parcels**

- TA - Turbine Area
- NL - Northern Gen Lead Line
- BP - Bridal Path
- Not Part of Number Nine Project
- Townships

**Project Map**

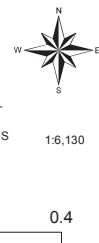
- Turbine
- Met Tower
- Generator Lead Line
- Collection
- Access Road
- Existing Roads
- Substation
- O&M Building
- Batch Plant
- Laydown Yard

Author - Jon Dove  
Date: 3/19/2015  
Version - 1

Datum -  
Projection - NAD 83 State Plane ME E 1801 FT  
Data Sources - ESRI, EDPR, MEGIS

Notes -

Miles  
0 0.2 0.4



T12 87 WELLS	Washburne Pt	Castle Hill	Walden	Presque Isle	1077 TOWN
T11 87 WELLS	Garfield Pt	Andover	T11 84 WELLS	Chapman	Caston
T10 87 WELLS	T10 86 WELLS	Melrose	Sagehen Top	T10 83 WELLS	Woodford
T9 86 WELLS	T9 87 WELLS	Oriskany Pt	T9 84 WELLS	T9 83 WELLS	E.Tap
T8 86 WELLS	T8 87 WELLS	T8 84 WELLS	T8 83 WELLS	T8 82 WELLS	Staple
T7 86 WELLS	T7 87 WELLS	T7 84 WELLS	T7 83 WELLS	T7 82 WELLS	Chapman
T6 86 WELLS	T6 87 WELLS	T6 84 WELLS	T6 83 WELLS	T6 82 WELLS	Walden
T5 86 WELLS	T5 87 WELLS	T5 84 WELLS	T5 83 WELLS	T5 82 WELLS	Monticello
T4 86 WELLS	T4 87 WELLS	T4 84 WELLS	T4 83 WELLS	T4 82 WELLS	London
T3 86 WELLS	T3 87 WELLS	T3 84 WELLS	T3 83 WELLS	T3 82 WELLS	London
T2 86 WELLS	T2 87 WELLS	T2 84 WELLS	T2 83 WELLS	T2 82 WELLS	London
T1 86 WELLS	T1 87 WELLS	T1 84 WELLS	T1 83 WELLS	T1 82 WELLS	London
T0 86 WELLS	T0 87 WELLS	T0 84 WELLS	T0 83 WELLS	T0 82 WELLS	London
T-1 86 WELLS	T-1 87 WELLS	T-1 84 WELLS	T-1 83 WELLS	T-1 82 WELLS	London
T-2 86 WELLS	T-2 87 WELLS	T-2 84 WELLS	T-2 83 WELLS	T-2 82 WELLS	London
T-3 86 WELLS	T-3 87 WELLS	T-3 84 WELLS	T-3 83 WELLS	T-3 82 WELLS	London
T-4 86 WELLS	T-4 87 WELLS	T-4 84 WELLS	T-4 83 WELLS	T-4 82 WELLS	London
T-5 86 WELLS	T-5 87 WELLS	T-5 84 WELLS	T-5 83 WELLS	T-5 82 WELLS	London
T-6 86 WELLS	T-6 87 WELLS	T-6 84 WELLS	T-6 83 WELLS	T-6 82 WELLS	London
T-7 86 WELLS	T-7 87 WELLS	T-7 84 WELLS	T-7 83 WELLS	T-7 82 WELLS	London
T-8 86 WELLS	T-8 87 WELLS	T-8 84 WELLS	T-8 83 WELLS	T-8 82 WELLS	London
T-9 86 WELLS	T-9 87 WELLS	T-9 84 WELLS	T-9 83 WELLS	T-9 82 WELLS	London
T-10 86 WELLS	T-10 87 WELLS	T-10 84 WELLS	T-10 83 WELLS	T-10 82 WELLS	London
T-11 86 WELLS	T-11 87 WELLS	T-11 84 WELLS	T-11 83 WELLS	T-11 82 WELLS	London



**PREPARED AND DRAFTED BY**  
**AND AFTER**  
**RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

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**MEMORANDUM OF TRANSMISSION LINE EASEMENT**

THIS MEMORANDUM OF TRANSMISSION LINE EASEMENT (this "Memorandum"), is made and entered into as of July 16, 2015 (the "Effective Date"), by and between Aroostook Timberlands, LLC, and its respective successors and assigns ("Grantor") and Number Nine Wind Farm LLC, a Delaware limited liability company, its successors and permitted assigns ("Grantee"). Grantor and Grantee are at times collectively referred to herein as the "Parties" and each, a "Party".

**RECITALS**

A. Grantor and Grantee entered into that certain Transmission Line Easement dated July 16, 2015 (the "Easement Agreement") for the grant of easements as described herein over that portion of land described in Exhibit B-1 (the "Easement Area") which affects and burdens the land described in Exhibit A (the "Property"), attached hereto and made a part hereof.

B. The Parties desire to simultaneously enter into an unrecorded Transmission Line Easement Letter Agreement dated as of the Effective Date ("Letter Agreement") setting forth, among other things, the compensation owing to Grantor for entering into the Easement Agreement; and

C. Grantee and Grantor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Easement Agreement and of Grantee's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Easement Agreement.
2. Easements. Grantor does hereby grant, bargain, sell and convey unto Grantee for the duration of the Term (as defined in Section 1.6 of the Easement Agreement) subject to the exceptions, reservations, restrictions, covenants and conditions hereinafter set forth in the Easement Agreement:





- 2.1. Transmission Easement. An exclusive easement on, in, over, across and under the Easement Area (as defined in Section 1.4 of the Easement Agreement), solely for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, and in all cases in accordance with the terms of the Easement Agreement, (a) transmission facilities for a 345kv transmission line, including, without limitation, overhead and underground transmission lines, cables (including, without limitation, fiber optic cables related solely to the transmission facilities) and wires, guy wires, crossarms, conduit, footings, foundations, towers, poles, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication related to the transmission of electricity, (b) overhead and underground control systems related thereto and associated equipment, including, without limitation, fiber, wires, cables, conduit and poles, (c) communication and radio relay systems related solely to the transmission of electricity, and (d) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing ((a) through (d) located on the Easement Area, collectively, the "Transmission Facilities") and for no other purpose whatsoever; together with (i) the non-exclusive right of ingress to and egress from the Transmission Facilities (as defined in Section 1.1.1 of the Easement Agreement) over the Property from those access points and those roads identified on Exhibit B-2 ("Access Roads"), or otherwise by such roadway(s) located on the Property as Grantee may construct, from time to time, in each case in accordance with Section 4 of the Easement Agreement, including Grantor's right to relocate Access Roads as described therein, (ii) the exclusive right to permit the installation, placement or attachment to the Transmission Facilities located in the Easement Area of any conduits, cables, wires, lines, equipment, fixtures, facilities, systems or devices of others, related to or associated with the transmission of electricity, signals, and control systems, whether above or below the surface, provided any underground power lines and/or fiber optic cable will be at-least twenty four (24) inches below grade; provided further, in no event will this provision be construed to permit Grantee to allow any person or entity other than Grantee to transmit electricity or communication related solely to the transmission of electricity on the Transmission Facilities, (iii) the non-exclusive right to keep the Easement Area clear of all brush, trees, timber or other hazards which in Grantee's reasonable opinion would interfere with the Transmission Facilities or Grantee's exercise of its rights hereunder (excepting any buildings or erections currently on any part of the Easement Area and which are owned by Grantor or any Affiliate of Grantor) , in all cases in accordance with Section 3.1, Section 20 and Section 21 of the Easement Agreement ((a) through (d) and (i) through (iii), collectively, the "Transmission Easement"); and
- 2.2. Effects Easement. A non-exclusive easement on, in and across the Easement Area for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards resulting directly or indirectly from the Transmission Facilities on the Easement Area, (the "Effects Easement"); and
- 2.3. Laydown and Temporary Storage and Stringing Easement. A non-exclusive easement: (i) on, in and across the Easement Area to have a temporary laydown area and/or



conductor stringing area, as necessary for the Transmission Facilities and (ii) on certain areas of the Property identified in purple in Exhibit B-2, such areas shown being each approximately one (1) acre in size (the "Laydown and Temporary Storage and Stringing Area") for a period beginning four (4) months prior to the anticipated Commencement of Construction (as defined in Section 10 of the Easement Agreement) and terminating on the earlier of (A) the second (2nd) anniversary of the Commencement of Construction or (B) the Operation Date, solely for use as a laydown yard, storage and stringing area for the construction and repair of the Transmission Facilities ((i) and (ii), collectively, "Laydown and Temporary Storage and Stringing Easement"); and

2.4. Restoration Easement. A non-exclusive easement to enter the Easement Area via the Access Roads for the purpose of restoring the Easement Area ("Restoration Easement") in accordance with Section 13 of the Easement Agreement, during the twelve (12) month period immediately following the expiry or earlier termination of the Easement Agreement.

2.5. The Transmission Easement, the Laydown and Temporary Storage and Stringing Easement, the Effects Easement, and Restoration Easement are collectively referred to herein as the "Easements".

3. Easements in Gross. The Easements are easements "in gross" which means that they are an interest personal to Grantee and are not tied or appurtenant to ownership by Grantee of any adjacent land.
4. Disruption; Uses Reserved by Grantor. Notwithstanding that the Transmission Easement is an exclusive easement granted to Grantee, such Transmission Easement is an exclusive easement as to third parties only and Grantor reserves all rights to the Easement Area, as described in the Easement Agreement.

Notwithstanding the foregoing, Grantor may, at any time and from time to time after the Operation Date, upon at least ninety (90) days prior notice to Grantee, elect to cause Grantee to relocate (each, a "Relocation") the Easement Area, upon the terms set forth in the Easement Agreement.

5. Restoration. At the completion of the Surveys (as defined in Section 1.3 of the Easement Agreement) on the Property, Grantee, at its sole cost and expense, will promptly restore that portion of the Property used by Grantee for such Surveys to, as near as possible, its original condition prior to such Surveys but will not replace the bushes, trees or timber removed from the Property for such Surveys (such removed trees and/or timber to be treated in accordance with Section 20 and 21 of the Easement Agreement).
6. Legal Description of the Property. Grantor and Grantee acknowledge that the legal description of the Property attached hereto as Exhibit A covers more land than Grantee requires or will have access to pursuant to the terms of the Easement Agreement. Upon Grantor's prior written request, at Grantee's sole costs and expense, Grantee agrees to cooperate with Grantor in revising such legal description to correspond to that area that more



accurately represents the land that Grantee requires or will have access to pursuant to the terms of the Easement Agreement. Upon the finalization of such revised legal description, the Parties shall replace the legal description contained in Exhibit A to the Easement Agreement and this Memorandum with such revised legal description.

7. Easement Area. The "Easement Area" will be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible, as more particularly described on Exhibit B-1 and depicted in red hatching on Exhibit B-2. Grantor acknowledges that the general location of the Easement Area, as depicted in red hatching on Exhibit B-2, attached hereto, is based on preliminary mapping and Grantor hereby agrees that the Transmission Easement hereby granted will apply to the actual location of the Transmission Facilities and applicable right of way when constructed as described in Exhibit B-1, to be attached to the Easement Agreement upon completion of the survey described in Section 1.4 of the Easement Agreement, so long as (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no materially greater burden on the Property as determined by the Grantor, acting reasonably, than the location or route of the Easement Area generally depicted in red hatching on Exhibit B-2, and (ii) in the event that the relocated or rerouted Easement Area varies as to location by more than eighty five feet (85') from the location generally depicted in red hatching on Exhibit B-2, Grantee will obtain the prior written consent of Grantor as to such location, which consent may be withheld, delayed or conditioned in Grantor's sole discretion. Grantee will provide Grantor a survey of the Easement Area performed by a licensed surveyor mutually acceptable to the Parties in accordance with the 2005 Minimum Standards Detail Requirements for ALTA Land Title Surveys, and showing the final location thereof, and a survey legal description thereof, describing the same and the acreage thereof, within six (6) months of a final determination of the Easement Area but in no event later than the Operation Date. In addition, Grantee will deliver an as-built ALTA survey of the Improvements (as defined in Section 16 of the Easement Agreement) within six (6) months of the completion of construction thereof. Grantor agrees to execute an amendment to the Easement Agreement evidencing the legal description of the Easement Area after completion of the Transmission Facilities, which will be recorded in the Southern Aroostook Registry of Deeds, Aroostook County, Maine, at Grantee's sole cost and expense.
8. Term. Subject to earlier termination by either Party in accordance with the terms of the Easement Agreement or the Letter Agreement, the respective term of each Easement (as to each Easement, the "Term") will be the earlier of the following: (a) (i) the term of the Laydown and Temporary Storage and Stringing Easement described in Section 1.1.3(ii) of the Easement Agreement shall be as provided for in Section 1.1.3(ii) of the Easement Agreement, (ii) the term of the Restoration Easement shall be as provided for in Section 1.1.4 of the Easement Agreement and (iii) the term of the Transmission Easement, the Effects Easement and the Temporary Storage and Stringing Easement described in Section 1.1.3(i) of the Easement Agreement will begin on the Effective Date and will expire on the sixty first (61st) anniversary of the Effective Date and (b) the date upon which the Property, or the respective portion thereof, has been restored in accordance with Section 13 of the Easement Agreement.





9. Notices. Any notice, demand, consent, proposal, acknowledgment, or other communication to be given in connection with this Memorandum, the Easement Agreement, the Letter Agreement or any Additional Agreement relating to the Transmission Facilities which either Party wishes to give to the other must be in writing and may be delivered personally, by nationally recognized overnight courier service or facsimile communication to the other or by electronic communication addressed to the recipient as follows:

If to Grantor: Aroostook Timberlands, LLC  
300 Union Street, PO Box 5777  
Saint John, NB  
E2L 4M3  
Canada  
Attn: Co-Chief Executive Officer  
Facsimile: 506-632-6451

With copy to: J.D. Irving, Limited  
300 Union Street, PO Box 5888  
Saint John, NB  
E2L 4L4  
Canada  
Attn: Secretary  
Facsimile: 506.658.0517

If to Grantee: Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel  
Facsimile: 713.356.2500

With copy to: EDP Renewables North America LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel  
Facsimile: 713.356.2500

or to such other street address, individual, or facsimile communication number or address as may be designated by notice given by either Party to the other. Any notice, demand, consent, proposal, acknowledgment, or other communication given by personal delivery or by a nationally recognized overnight courier service will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile communication, on the day of transmittal thereof if given during normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during normal business hours on any day.



10. Other Provisions. The Easements are for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in the Easement Agreement. The Easement Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to the consideration for the Easements, assignment and lender protections, interference protections, and the waiver of setback requirements by Grantor and Grantee. Grantor shall have no ownership or other interest in any Improvements installed by Grantee on the Property, and Grantee may remove any or all Improvements at any time or from time to time.
11. Force and Effect. The terms, conditions and covenants of the Easement Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement Agreement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement Agreement. This Memorandum does not set forth all of the material terms or conditions of the Easement Agreement. The sole purpose of this Memorandum is to give notice of the Easement Agreement. In the event of any conflict between this Memorandum and the Easement Agreement, the Easement Agreement shall control.
12. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.
13. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Easement Agreement will be binding and a burden upon the Easement Area, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, personal representatives, legal representatives, successors and assigns as holders of an estate or interest in the Easement Area and/or the Property (including, without limitation, any Mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure).
14. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

GRANTOR: Aroostook Timberlands LLC,  
a Delaware limited liability company

By: 

Name: ~~James D. Blunt~~ James D. Blunt

Title: COACHEE EXECUTIVE OFFICER



GRANTEE: Number Nine Wind Farm LLC,  
a Delaware limited liability company

By: 

Name: Gabriel Alonso Imaz

Title: Chief Executive Officer



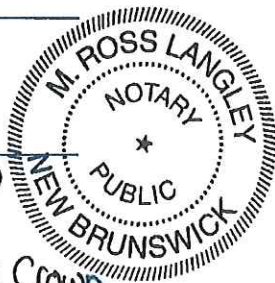
ACKNOWLEDGEMENTS  
FOR THE GRANTOR

Province of New Brunswick  
STATE OF MAINE )  
) ss:  
COUNTY OF Saint John

The foregoing instrument was acknowledged before me this 16 day of July, 2015 by James D. IRVING, the Co-Chief Executive Officer of Aroostook Timberlands LLC, a Delaware limited liability company.

M. Ross Langley  
(Signature of Notary Public)

M. Ross Langley  
Name of Notary Public (printed name)



Notary Public, State of Maine  
My commission expires: At will of Crown

SFAI.

*[Handwritten mark]*

*[Handwritten mark]*

ACKNOWLEDGEMENTS  
FOR THE GRANTEE

STATE OF TEXAS )  
COUNTY OF HARRIS ) ss:

On this 9th day of July, 2015, before me personally appeared Gabriel Alonso Imaz, to me known to me to be the Chief Executive Officer of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Lori E. Benton  
Notary Public

*[Handwritten mark]*

*[Handwritten mark]*



Exhibit A

Legal Description of the Property

**HAMMOND - Map 3 Lot 1**

Those certain parcels of land located in Hammond Plantation, formerly Township B, Range 2 WELS, Aroostook County, Maine, being all of an 18,891 acre tract, including Lots 1-19, inclusive, 23-26, inclusive, 28-32 inclusive and as more specifically described in deeds dated and recorded on August 13, 1902, in ACSD in Book 194, Page 138, on June 30, 1961 in ACSD in Book 841, Page 209; and on October 6, 1961 in ACSD in Book 841, Page 214.

Also conveying all of Lots 215, 216, 218, 221, 227, 228, 229, the westerly one-half of Lot 235, Lots 239-242 inclusive; Gore Lots: the westerly one-half of Lot 248. Lots 251-254, the southerly part of Lot 206 (George Sullivan Lot) as depicted on plans in GNP Vault File Index B-4028-C dated July 10, 1919 and B-4029E, dated 1922, and as more specifically described in deeds dated and recorded: on October 6, 1961 in ACSD Book 841, Page 214; on June 30, 1961 in ACSD Book 841, Page 209, on August 31, 1961 in ACSD Book 841, Page 220; and on August 31, 1961 in ACSD Book 841, Page 222.

Also conveying Lots 121, 122, the westerly part of Lot 123, Lots 134, 135, the westerly part of Lot 136, Lots 147, 148, the westerly part of Lot 149, Lots 160 and 161, the westerly part of Lot 162, Lots 174, 175, 187 and 188 which lots and portions thereof comprise the Murchie Tract depicted an Plan in GNP Vault File Index 4028-B dated December 14, 1911, and as further described in a deed dated April 8, 1988 and recorded in ACSD in Book 2070, Page 254; excepting approximately 135.2 acres conveyed to Southern Aroostook Solid Waste Disposal District by deed dated December 20, 1993 and recorded in ACSD in Book 2672, Page 262. subject to a permanent right of way granted to said Southern Aroostook Solid Waste Disposal District by instrument dated March 30, 1994 and recorded in ACSD in Book 2672, Page 264.

Containing 21,431 acres, more or less.

**Township C, Range 2 WELS - AR002 Plan 01 Lot 1**

A certain parcel of land being all of Township C, Range 2 WELS, Aroostook County, Maine including all of the Public Lot located therein and further described in deed from State of Maine dated November 12, 1975 and recorded in ACSD in Book 1219, Page 164.

Containing 24,754 acres, more or less.





**EXHIBIT B-1**

**Legal Description of Easement Area**

ACREAGE: APPROXIMATELY 257 ACRE

LEGAL DESCRIPTION OF THE 170 FEET EASEMENT AREA TO BE PREPARED BY SURVEYOR AT THE OPERATION DATE WILL BE ATTACHED, UNTIL THAT TIME THE FOLLOWING SHALL CONSTITUTE THE DESCRIBED EASEMENT AREA

A one hundred seventy foot (170') strip of land out of the following:

**HAMMOND - Map 3 Lot 1**

Those certain parcels of land located in Hammond Plantation, formerly Township B, Range 2

WELS, Aroostook County, Maine, being all of an 18,891 acre tract, including Lots 1-19, inclusive, 23-26, inclusive, 28-32 inclusive and as more specifically described in deeds dated

and recorded on August 13, 1902, in ACSD in Book 194, Page 138, on June 30, 1961 in ACSD in Book 841, Page 209; and on October 6, 1961 in ACSD in Book 841, Page 214.

Also conveying all of Lots 215, 216, 218, 221, 227, 228, 229, the westerly one-half of Lot 235, Lots 239-242 inclusive; Gore Lots: the westerly one-half of Lot 248. Lots 251-254, the southerly part of Lot 206 (George Sullivan Lot) as depicted on plans in GNP Vault File Index B-4028-C dated July 10, 1919 and B-4029E, dated 1922, and as more specifically described in deeds dated and recorded: on October 6, 1961 in ACSD Book 841, Page 214; on June 30, 1961 in ACSD Book 841, Page 209, on August 31, 1961 in ACSD Book 841, Page 220; and on August 31, 1961 in ACSD Book 841, Page 222.

Also conveying Lots 121, 122, the westerly part of Lot 123, Lots 134, 135, the westerly part of Lot 136, Lots 147, 148, the westerly part of Lot 149, Lots 160 and 161, the westerly part of Lot 162, Lots 174, 175, 187 and 188 which lots and portions thereof comprise the Murchie Tract depicted an Plan in GNP Vault File Index 4028-B dated December 14, 1911, and as further described in a deed dated April 8, 1988 and recorded in ACSD in Book 2070, Page 254; excepting approximately 135.2 acres conveyed to Southern Aroostook Solid Waste Disposal District by deed dated December 20, 1993 and recorded in ACSD in Book 2672, Page 262. subject to a permanent right of way granted to said Southern Aroostook Solid Waste Disposal District by instrument dated March 30, 1994 and recorded in ACSD in Book 2672, Page 264.

Containing 21,431 acres, more or less.

**Township C, Range 2 WELS - AR002 Plan 01 Lot 1**

A certain parcel of land being all of Township C, Range 2 WELS, Aroostook County, Maine

including all of the Public Lot located therein and further described in deed from State of Maine dated November 12, 1975 and recorded in ACSD in Book 1219, Page 164. Containing 24,754 acres, more or less.

All of the foregoing as generally depicted on the map attached hereto and made a part hereof as Exhibit B-2.

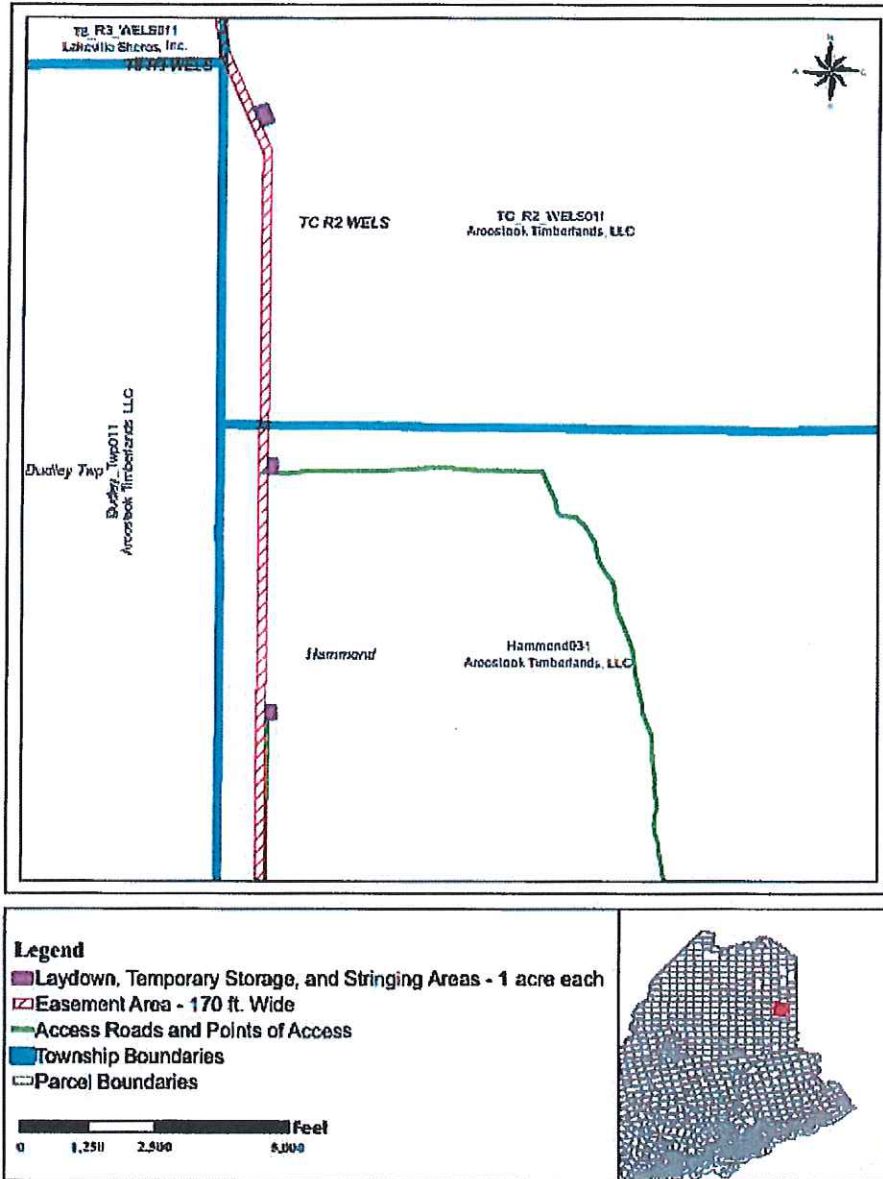


**EXHIBIT B-2**

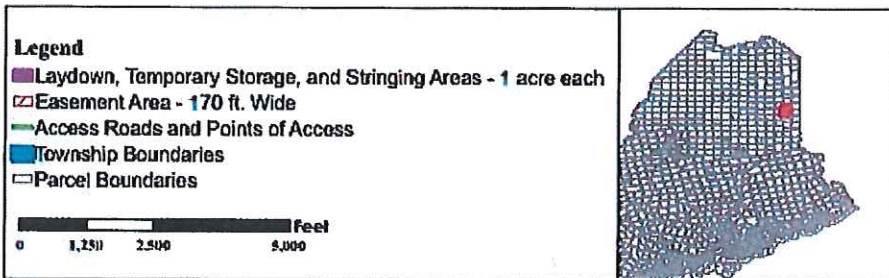
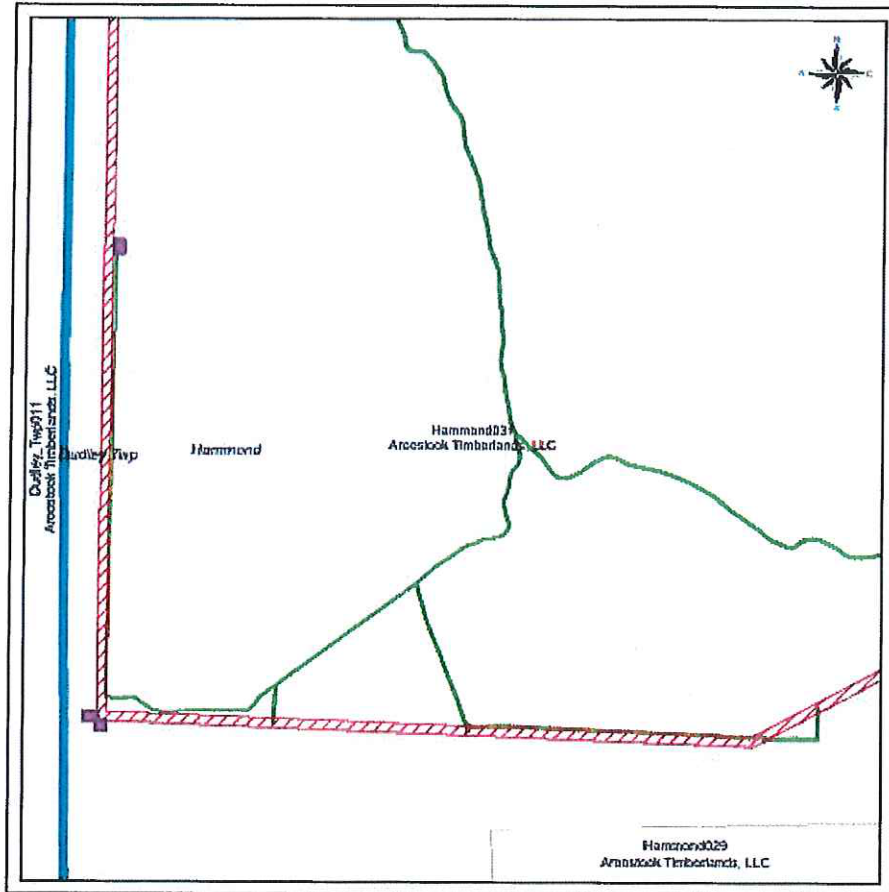
**Map of Laydown and Temporary Storage and Stringing Area**

**Map 1**

**Map of Easement Area, Laydown and Temporary Storage, Stringing Area, and Points of Access**

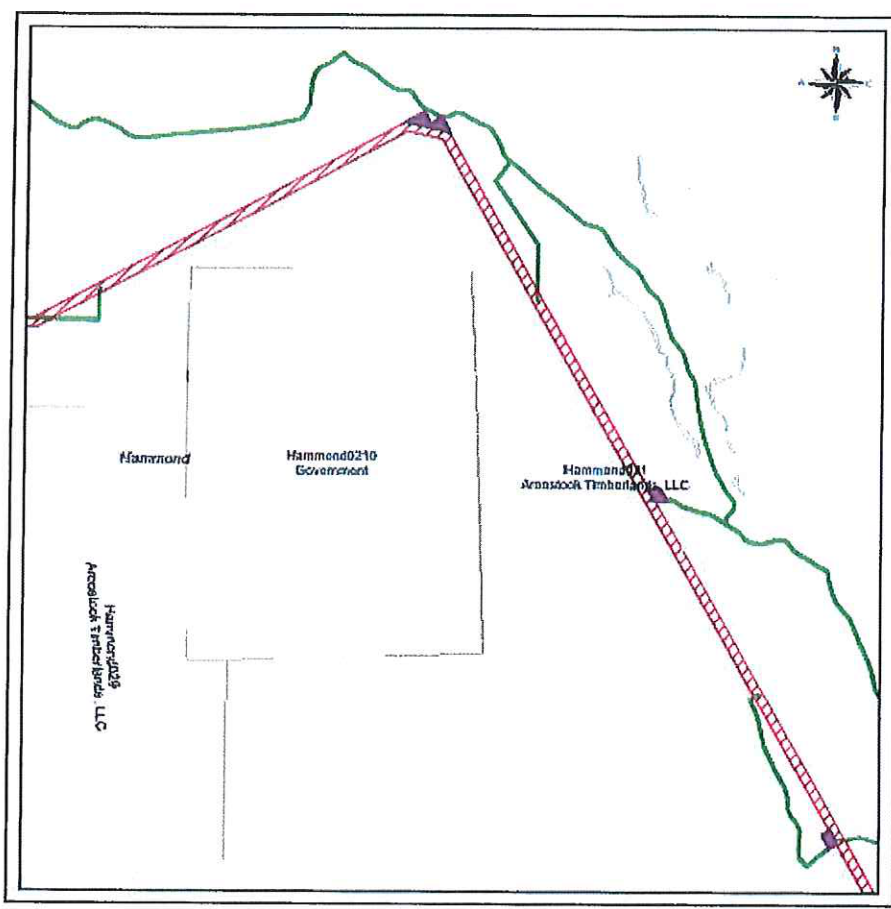


**Map 2**  
**Map of Easement Area, Laydown and Temporary Storage, Stringing Area, and Points of Access**



*[Handwritten signature]*

**Map 3**  
**Map of Easement Area, Laydown and Temporary Storage, Stringing Area, and Points of Access**

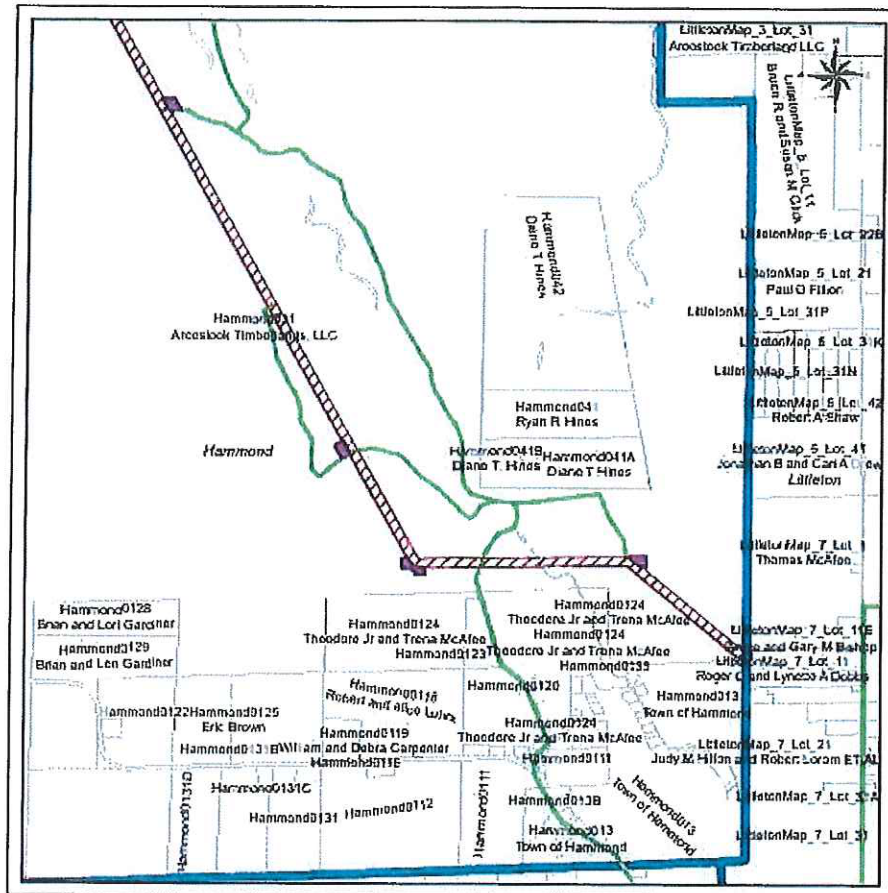


<b>Legend</b>	
	Laydown, Temporary Storage, and Stringing Areas - 1 acre each
	Easement Area - 170 ft. Wide
	Access Roads and Points of Access
	Township Boundaries
	Parcel Boundaries

*[Handwritten initials/signature]*



**Map 4**  
**Map of Easement Area, Laydown and Temporary Storage, Stringing Area, and Points of Access**



<p><b>Legend</b></p> <ul style="list-style-type: none"> <li> Laydown, Temporary Storage, and Stringing Areas - 1 acre each</li> <li> Easement Area - 170 ft. Wide</li> <li> Access Roads and Points of Access</li> <li> Township Boundaries</li> <li> Parcel Boundaries</li> </ul> <p>0    1,250    2,500    5,000    Feet</p>	
--	--

**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

**MEMORANDUM OF TRANSMISSION LINE LEASE  
AND GRANT OF EASEMENT AND OPTION**

THIS MEMORANDUM OF TRANSMISSION LINE LEASE AND GRANT OF EASEMENT AND OPTION (this "Memorandum"), is made and entered into as of August 4, 2014 (the "Effective Date"), between Roger C. Dobbs and Lynette A. Dobbs, as joint tenants ("Landowner") whose address is 324 Black Ridge, Littleton, Maine 04730, and Number Nine Wind Farm LLC, a Delaware limited liability company, whose address is 808 Travis, Suite 700, Houston, Texas 77002 ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

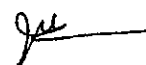
RECITALS

A. Landowner is the owner of a certain tract of real property located in Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landowner and Wind Company entered into that certain Transmission Line Lease and Grant of Easement and Option dated August 4, 2014 (the "Lease Agreement") which affects and burdens a portion of the Property ("Leased Premises"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Wind Company initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Wind Company, its respective successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional Wind Projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").



E. Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease Agreement and of Wind Company's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Agreement.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner on an exclusive basis, the Leased Premises for the following purposes for the benefit of one or more Wind Projects and the Subsequent Wind Projects upon all of the terms and conditions hereinafter set forth herein:

2.1 On, in, along, across and under the Leased Premises, for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, Wind Project Property, Subsequent Wind Projects Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Wind Company may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface; (iii) the right to keep the Leased Premises clear of all brush, trees, timber or other hazards which in Wind Company's reasonable opinion would interfere with the Transmission Facilities or Wind Company's exercise of its rights hereunder; (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property; and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Wind Company deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Wind Company, at its expense, will promptly restore that portion of the Property used by Wind Company for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

2.2 As-Built Leased Premises. Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Leased Premises shall be deemed to be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible as shown in Exhibit B-1. Landowner acknowledges that the general location of the Leased Premises, as described in the Exhibits attached hereto, is based on preliminary mapping only and Landowner hereby agrees that the Lease Agreement shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Landowner agrees to execute an amendment to this Lease Agreement evidencing the legal description of the Leased Premises after completion of the Transmission Facilities, which shall be recorded in the Southern Aroostook Registry of Deeds, Aroostook Maine, at Wind Company's expense.

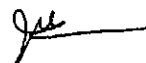
2.3 Overhang. Cross arms of up to fifty-two feet (52') in length may overhang any part of the Leased Premises and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below three feet (3'). The Lease and the Easement include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Lease and the Easement for the purposes permitted in this Lease Agreement.

2.4 Effects Easement. In addition, Landowner hereby grants to Wind Company the following easement for the benefit of one or more Wind Projects and/or Subsequent Wind Projects, the Wind Project Property and the Subsequent Wind Project Property: An easement, right and entitlement (the "Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property; or (b) facilities now or hereafter located on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property.

3. Term. The Lease Agreement term shall, unless otherwise terminated by Wind Company, be for a period of time commencing on the Effective Date and ending on sixty (60) years after the Effective Date (the "Term").

4. Other Provisions. The Lease Agreement is for such additional purposes, and is subject to such additional requirements, restrictions and limitations, as set forth in the Lease Agreement. The Lease Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to rent, conduct of operations, restoration of the Leased Premises, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner, use of the Leased Premises by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Leased Premises, and Wind Company may remove any or all Improvements at any time or from time to time.

7. Force and Effect. The terms, conditions and covenants of the Lease Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and this Memorandum shall not be used for the purpose of interpreting the terms, conditions or covenants of the Lease Agreement. In the event of any conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.



8. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

9. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in this Lease Agreement touch and concern the real estate described in this Lease Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Premises, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Leased Premises and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, as applicable, the Parties agree that they shall be enforceable equitable servitudes or as assignable and alienable easements in gross.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

11. Grant of Option to Convert to Easement. Landowner hereby grants Wind Company the exclusive right and option ("Easement Option") to convert this Lease Agreement and any Sublease to an easement agreement or sub-easement (individually either the easement agreement or sub-easement as the case may be is referred to in this Section 30 as the "Subsequent Easement Agreement") as Wind Company may at its sole discretion deem necessary or desirable in connection with the Wind Project or Subsequent Wind Projects during the Term. Landowner shall, within twenty (20) days after written request from Wind Company and its licensed real estate broker, and without demanding any additional consideration, enter into and deliver to Wind Company the requested Subsequent Easement Agreement which shall supersede and replace this Lease Agreement and any applicable Sublease, and contain the same terms and conditions as this Lease Agreement and any applicable Sublease except for any Lease Agreement or applicable Sublease requirements that have been fulfilled by Wind Company or the Sublessee prior to the execution of the Subsequent Easement Agreement and shall (i) be for a term commencing on the date of the exercise of the Easement Option, and continuing for the remaining Term of the Lease Agreement or any applicable Sublease (as the case may be but in no event later than the expiry of the Term), (ii) contain a grant to Wind Company and any applicable Sublessee of access, transmission, communications, utility and other easements consistent with the terms, provisions and easements contained in the Lease Agreement or any applicable Sublease and covering the Leased Premises or any of the Leased Premises that may be sub-leased under an applicable Sublease (iii) enjoy the same priority as this Lease or such Sublease over any lien, encumbrance or other interest created by Landowner; and (iv) be in a form reasonably acceptable to Wind Company and the Sublessee as applicable.

[SIGNATURES ON NEXT PAGE]





IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By: *Katie Chapman*  
Name: *Katie Chapman*  
Title: *Project Manager*

LANDOWNER:

*Roger C. Dobbs*  
Roger C. Dobbs

*Lynette A. Dobbs*  
Lynette A. Dobbs

*JAC*

ACKNOWLEDGEMENTS  
FOR LANDOWNER

STATE OF MAINE )  
COUNTY OF Arroostook ) ss:

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July,  
2014, by **Roger C. Dobbs.**

Anne M. McQuade  
(Signature of Notary Public)

Anne M. McQuade  
Name of Notary Public (printed name)

Notary Public, State of Maine  
My commission expires: 7/10/2021

SEAL

STATE OF MAINE )  
COUNTY OF Arroostook ) ss:

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July,  
2014, by **Lynette A. Dobbs.**

Anne M. McQuade  
(Signature of Notary Public)

Anne M. McQuade  
Name of Notary Public (printed name)

Notary Public, State of Maine  
My commission expires: 7/10/2021

SEAL

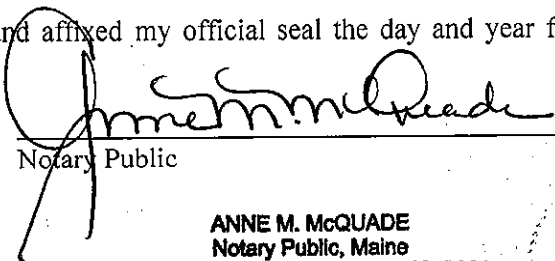
Jan

ACKNOWLEDGEMENT  
FOR WIND COMPANY


STATE OF Maine )  
COUNTY OF Arroostook ) ss:

On this 4th day of August, 2014, before me personally appeared Katie Chapman, to me known to me to be the Project Manager of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
\_\_\_\_\_  
Notary Public

ANNE M. McQUADE  
Notary Public, Maine  
My Commission Expires July 10, 2021



**EXHIBIT A**

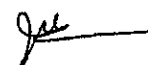
**Legal Description of the Property**

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY THIRTY-FOUR AND 40/100 (34.40) ACRES, THE TOWN OF LITTLETON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

A parcel of land located in the Town of Littleton, more particularly described in the following documents, which are hereby incorporated by reference:

*Deed of Sale by Personal Representative* from Mauran C. Snow, as Personal Representative of the Estate of Clarence N. Snow, deceased, to Roger C. Dobbs and Lynette A. Dobbs, as joint tenants, dated November 7, 1994 and recorded on December 16, 1994 in the Southern Aroostook Registry of Deeds in Book 2751, Page 117.

**Tax Map 7, Lots 11 & 11C, in Littleton, Aroostook County, Maine**



**EXHIBIT B**

**Legal Description of Leased Premises**

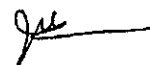
A one hundred seventy foot (170') strip of land out of the following:

A parcel of land located in the Town of Littleton, more particularly described in the following documents, which are hereby incorporated by reference:

*Deed of Sale by Personal Representative* from Mauran C. Snow, as Personal Representative of the Estate of Clarence N. Snow, deceased, to Roger C. Dobbs and Lynette A. Dobbs, as joint tenants, dated November 7, 1994 and recorded on December 16, 1994 in the Southern Aroostook Registry of Deeds in Book 2751, Page 117.

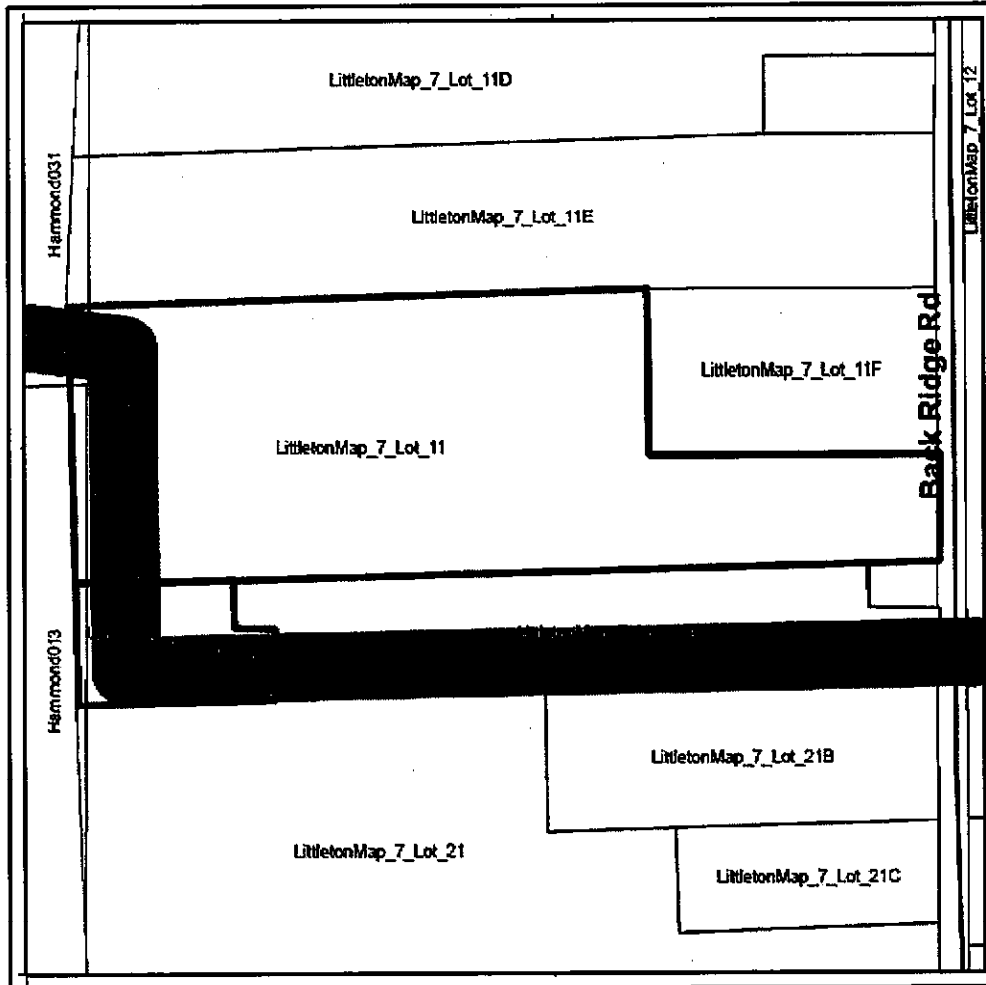
**Tax Map 7, Lots 11 & 11C, in Littleton, Aroostook County, Maine**

and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.



**EXHIBIT B-1**

**Map of Leased Premises**



<p><b>Legend</b></p> <ul style="list-style-type: none"> <li> Dobbs Parcel</li> <li> Leased premises*</li> <li> Road</li> <li> Parcel</li> </ul> <p>* Approximate location</p>	<p>Projection: NAD 1983 UTM Zone 19</p> <p>Feet</p> <p>0  650</p>	TC R2 WELS	Monticello
		Hammond	Littleton
		Ludlow	Houlton

Received  
ARROSTOCK SS  
TYLER CLARK, REGISTRAR

*Jck*



Project Map: NL\_05

WHEN RECORDED RETURN TO:

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

---

**SHORT FORM OF OPTION AGREEMENT**

THIS SHORT FORM OF OPTION AGREEMENT (this "Short Form") is made and entered into as of November 13, 2014 (the "Effective Date") by and between Douglas M. Wright, a/k/a Douglass M. Wright ("Optionor") and Number Nine Wind Farm LLC, a Delaware limited liability company ("Optionee").

**RECITALS**

A. Optionor is the owner of that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

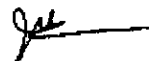
B. Optionee desires to acquire the right (but not the obligation) to purchase the Property and Optionor desires to grant such option to Optionee. To that end, Optionor and Optionee have entered into an unrecorded Option Agreement of even date herewith (the "Option Agreement")

D. Optionor and Optionee desire to execute this Short Form to provide constructive notice of Optionee's rights under the Option Agreement to all third parties.

NOW, THEREFORE, for good and valuable consideration paid to Optionor, the receipt and sufficiency of which are hereby acknowledged, Optionor and Optionee hereby agree as follows:

1. Grant of Option. Optionor hereby irrevocably and unconditionally grants, bargains, sells and conveys to Optionee the right and option (the "Option") to acquire the Property subject to all of the terms and conditions set forth in the Option Agreement.

2. Option Term. The term of the Option and the Option Agreement shall commence on the Effective Date and shall continue for thirty-six (36) months thereafter unless extended in accordance with the terms and conditions contained in the Option Agreement.



5. Other Provisions. The Option Agreement also contains various other covenants, obligations and rights of Optionor and Optionee, including, without limitation: (i) the terms and conditions of the agreement of purchase and sale and (ii) provisions relating to consideration for the Option. All terms not defined herein shall have the same meaning as that given to the term in the Option Agreement.

6. Purpose of this Short Form. The terms, conditions and covenants of the Option Agreement are incorporated herein by reference as though fully set forth herein. This Short Form does not supersede, modify, amend or otherwise change, and shall not be used in interpreting, the terms, conditions or covenants of the Option Agreement. In the event of any conflict between this Short Form and the Option Agreement, the Option Agreement shall control.

7. Counterparts. This Short Form may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.


8. Successors and Assigns. The Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to this Short Form and the Option Agreement and the covenants, terms and provisions set forth herein and therein, which covenants, terms and provisions shall run with the Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of Optionor and Optionee and any other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

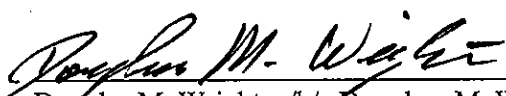
[SIGNATURES ON NEXT PAGE]

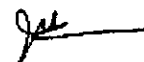


IN WITNESS WHEREOF, the parties hereto have executed this Short Form as of the Effective Date.

OPTIONEE: Number Nine Wind Farm LLC,  
a Delaware limited liability company

By:   
Name: William Whitlock  
Its: Executive Vice President, Eastern Region

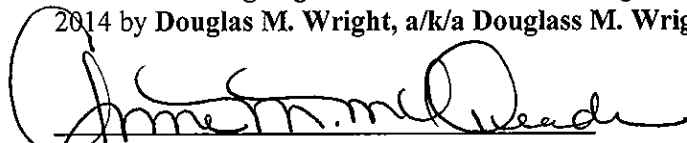
OPTIONOR:   
Douglas M. Wright, a/k/a Douglass M. Wright



ACKNOWLEDGMENTS

STATE OF MAINE )  
 ) ss:  
COUNTY OF Arroostook )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of November 2014 by **Douglas M. Wright, a/k/a Douglass M. Wright.**

  
(Signature of Notary Public)

Anne M. McQuade  
Name of Notary Public (printed name)

Notary Public, State of Maine  
My commission expires: \_\_\_\_\_

SEAL

**ANNE M. McQUADE**  
**Notary Public, Maine**  
**My Commission Expires July 10, 2021**



STATE OF Texas )  
 ) ss:  
COUNTY OF Harris )

On this 13th day of November, 2014, before me personally appeared William Whitlock, to me known to me to be the EVP, Eastern Region **Number Nine Wind Farm LLC**, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
Notary Public

[Signature]

**EXHIBIT "A"**

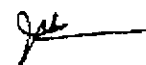
**Description of the Property**

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 12.10 ACRES,  
LOCATED IN THE TOWN OF LITTLETON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

Municipal Quitclaim Deed from Municipality of Littleton, located in Littleton, Aroostook County, Maine, to Douglas M. Wright dated March 10, 1998 and recorded on March 19, 1998 in the Southern Aroostook Registry of Deeds in Book 3111, Page 268, being the same premises conveyed to Douglass M. Wright and Catherine A. Wright by *Warranty Deed* of Steven R. Porter and James D. Carr dated January 20, 1984 and recorded on January 20, 1984 in the Southern Aroostook Registry of Deeds in Book 1708, Page 242, the said Douglas M. Wright being the surviving joint tenant, the said Catherine A. Wright having died on December 4, 1986.

**Tax Map 7, Lot 11A in Littleton, Aroostook County, Maine**

Received  
AROOSTOOK SS  
TYLER CLARK, REGISTRAR





**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

**MEMORANDUM OF TRANSMISSION LINE LEASE  
AND GRANT OF EASEMENT AND OPTION**

THIS MEMORANDUM OF TRANSMISSION LINE LEASE AND GRANT OF EASEMENT AND OPTION (this "Memorandum"), is made and entered into as of September 9th, 2014 (the "Effective Date"), between Michael F. Brown and Cecelia F. Brown, husband and wife as joint tenants ("Landowner") whose address is 490 Front Ridge, Littleton, Maine 04730 and Number Nine Wind Farm LLC, a Delaware limited liability company, whose address is 808 Travis, Suite 700, Houston, Texas 77002 ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".


**RECITALS**

A. Landowner is the owner of a certain tract of real property located in Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landowner and Wind Company entered into that certain Transmission Line Lease and Grant of Easement and Option dated September 9th, 2014 (the "Lease Agreement") which affects and burdens a portion of the Property ("Leased Premises"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Wind Company initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Wind Company, its respective successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional Wind Projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").



E. Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease Agreement and of Wind Company's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Agreement.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner on an exclusive basis, the Leased Premises for the following purposes for the benefit of one or more Wind Projects and the Subsequent Wind Projects upon all of the terms and conditions hereinafter set forth herein:

2.1 On, in, along, across and under the Leased Premises, for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, Wind Project Property, Subsequent Wind Projects Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Wind Company may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface; (iii) the right to keep the Leased Premises clear of all brush, trees, timber or other hazards which in Wind Company's reasonable opinion would interfere with the Transmission Facilities or Wind Company's exercise of its rights hereunder; (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property; and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Wind Company deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Wind Company, at its expense, will promptly restore that portion of the Property used by Wind Company for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

2.2 As-Built Leased Premises. Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Leased Premises shall be deemed to be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible

as shown in Exhibit B-1. Landowner acknowledges that the general location of the Leased Premises, as described in the Exhibits attached hereto, is based on preliminary mapping only and Landowner hereby agrees that the Lease Agreement shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Landowner agrees to execute an amendment to this Lease Agreement evidencing the legal description of the Leased Premises after completion of the Transmission Facilities, which shall be recorded in the Southern Aroostook Registry of Deeds, Aroostook Maine, at Wind Company's expense.

2.3 Overhang. Cross arms of up to fifty-two feet (52') in length may overhang any part of the Leased Premises and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below three feet (3'). The Lease and the Easement include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Lease and the Easement for the purposes permitted in this Lease Agreement.

2.4 Effects Easement. In addition, Landowner hereby grants to Wind Company the following easement for the benefit of one or more Wind Projects and/or Subsequent Wind Projects, the Wind Project Property and the Subsequent Wind Project Property: An easement, right and entitlement (the "Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property; or (b) facilities now or hereafter located on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property.

3. Term. The Lease Agreement term shall, unless otherwise terminated by Wind Company, be for a period of time commencing on the Effective Date and ending on sixty (60) years after the Effective Date (the "Term").

4. Other Provisions. The Lease Agreement is for such additional purposes, and is subject to such additional requirements, restrictions and limitations, as set forth in the Lease Agreement. The Lease Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to rent, conduct of operations, restoration of the Leased Premises, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner, use of the Leased Premises by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Leased Premises, and Wind Company may remove any or all Improvements at any time or from time to time.

7. Force and Effect. The terms, conditions and covenants of the Lease Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and this Memorandum shall not be used for the purpose of interpreting the terms, conditions or covenants of the Lease Agreement. In the event of any conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.

8. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard

to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

9. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in this Lease Agreement touch and concern the real estate described in this Lease Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Premises, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Leased Premises and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, as applicable, the Parties agree that they shall be enforceable equitable servitudes or as assignable and alienable easements in gross.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

11. Grant of Option to Convert to Easement. Landowner hereby grants Wind Company the exclusive right and option ("Easement Option") to convert this Lease Agreement and any Sublease to an easement agreement or sub-easement (individually either the easement agreement or sub-easement as the case may be is referred to in this Section 30 as the "Subsequent Easement Agreement") as Wind Company may at its sole discretion deem necessary or desirable in connection with the Wind Project or Subsequent Wind Projects during the Term. Landowner shall, within twenty (20) days after written request from Wind Company and its licensed real estate broker, and without demanding any additional consideration, enter into and deliver to Wind Company the requested Subsequent Easement Agreement which shall supersede and replace this Lease Agreement and any applicable Sublease, and contain the same terms and conditions as this Lease Agreement and any applicable Sublease except for any Lease Agreement or applicable Sublease requirements that have been fulfilled by Wind Company or the Sublessee prior to the execution of the Subsequent Easement Agreement and shall (i) be for a term commencing on the date of the exercise of the Easement Option, and continuing for the remaining Term of the Lease Agreement or any applicable Sublease (as the case may be but in no event later than the expiry of the Term), (ii) contain a grant to Wind Company and any applicable Sublessee of access, transmission, communications, utility and other easements consistent with the terms, provisions and easements contained in the Lease Agreement or any applicable Sublease and covering the Leased Premises or any of the Leased Premises that may be sub-leased under an applicable Sublease (iii) enjoy the same priority as this Lease or such Sublease over any lien, encumbrance or other interest created by Landowner; and (iv) be in a form reasonably acceptable to Wind Company and the Sublessee as applicable.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By: *Math Chapman*  
Name: *Math Chapman*  
Title: *Project Manager*

LANDOWNER:

*Michael F Brown*  
Michael F. Brown

*Cecelia F Brown*  
Cecelia F. Brown

*Jak*



ACKNOWLEDGEMENTS  
FOR LANDOWNER

STATE OF MAINE )  
 ) ss:  
COUNTY OF Androscog

The foregoing instrument was acknowledged before me this 4th day of September,  
2014 by **Michael F. Brown.**

[Signature]  
(Signature of Notary Public)

Edward J. Wright  
Name of Notary Public (printed name)

Notary Public, State of Maine  
My commission expires: May 22, 2015

SEAL

STATE OF MAINE )  
 ) ss:  
COUNTY OF Androscog

The foregoing instrument was acknowledged before me this 4th day of September,  
2014 by **Cecelia F. Brown.**

[Signature]  
(Signature of Notary Public)

Edward J. Wright  
Name of Notary Public (printed name)

Notary Public, State of Maine  
My commission expires: May 22, 2015

SEAL

[Signature]



EXHIBIT A

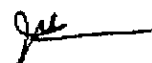
Legal Description of the Property

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 186 ACRES, LOCATED IN THE TOWN OF LITTLETON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

A parcel of land located in the Town of Littleton, more particularly described in the following documents, which are hereby incorporated by reference:

*Warranty Deed* from Lawrence M. Schools to Michael F. Brown and Cecelia F. Brown, husband and wife, as Joint Tenants, dated September 19, 2005 and recorded on September 19, 2005 in the Southern Aroostook Registry of Deeds in Book 4185, Page 3.

**Tax Map 7, Lot 12, in Littleton, Aroostook County, Maine**

A handwritten signature in black ink, appearing to be 'JAL', with a horizontal line extending to the right.

**EXHIBIT B**

**Legal Description of Leased Premises**

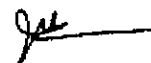
A one hundred seventy foot (170') strip of land out of the following:

A parcel of land located in the Town of Littleton, more particularly described in the following documents, which are hereby incorporated by reference:

*Warranty Deed* from Lawrence M. Schools to Michael F. Brown and Cecelia F. Brown, husband and wife, as Joint Tenants, dated September 19, 2005 and recorded on September 19, 2005 in the Southern Aroostook Registry of Deeds in Book 4185, Page 3.

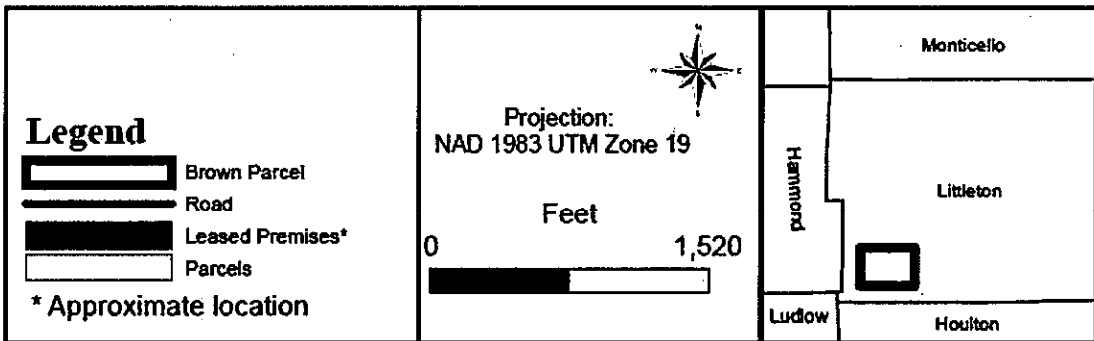
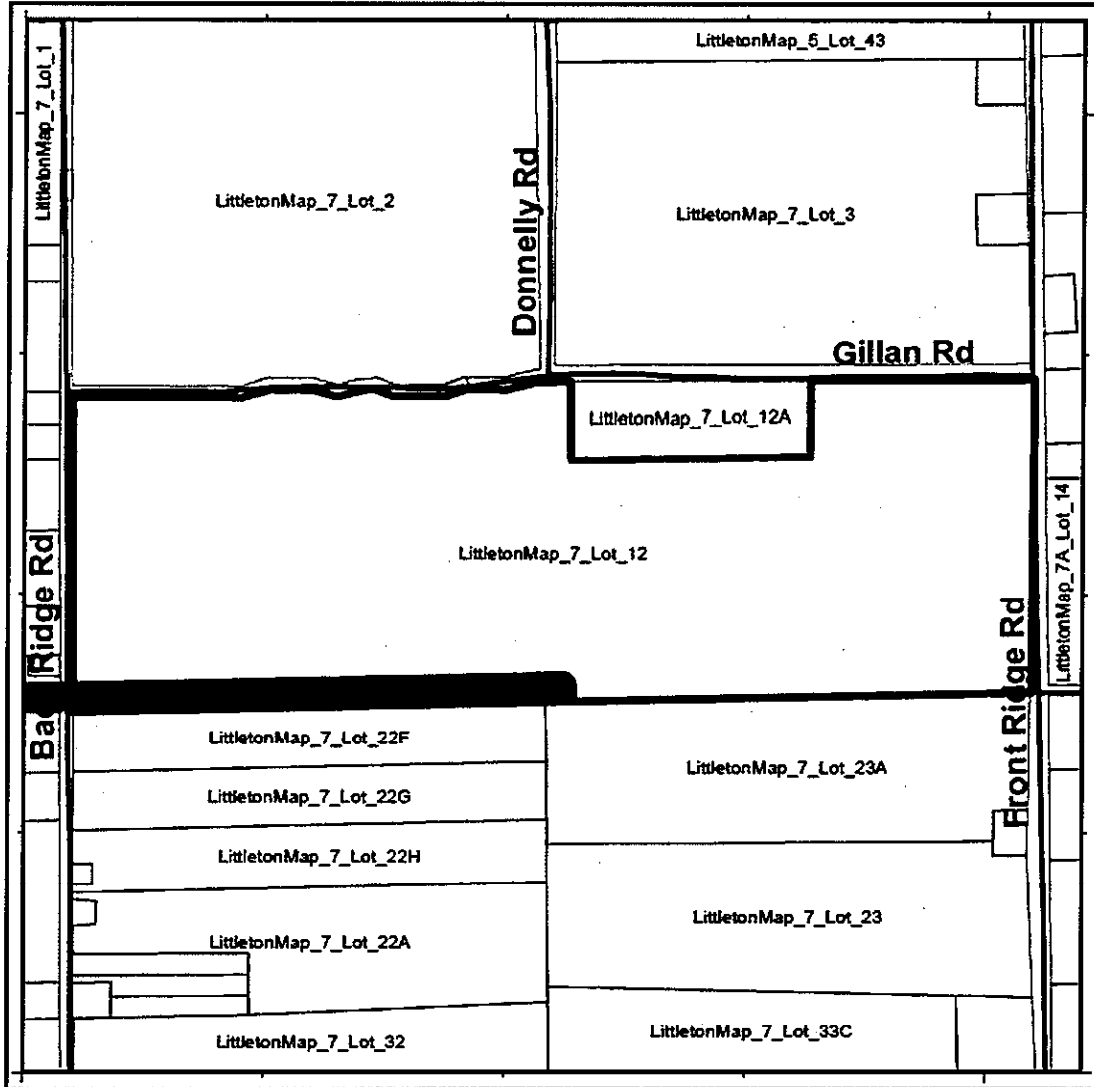
**Tax Map 7, Lot 12, in Littleton, Aroostook County, Maine**

and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

A handwritten signature in black ink, appearing to be 'Jal', with a horizontal line extending to the right.

**EXHIBIT B-1**

**Map of Leased Premises**





**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

---

**MEMORANDUM OF TRANSMISSION LINE LEASE  
AND GRANT OF EASEMENT AND OPTION**

THIS MEMORANDUM OF TRANSMISSION LINE LEASE AND GRANT OF EASEMENT AND OPTION (this "Memorandum"), is made and entered into as of February 3, 2015 (the "Effective Date"), between Aaron J. Cyr ("Landowner") whose address is 452 front Ridge Rd., Littleton, Maine 04730, and Number Nine Wind Farm LLC, a Delaware limited liability company, whose address is 808 Travis, Suite 700, Houston, Texas 77002 ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

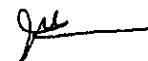
**RECITALS**

A. Landowner is the owner of a certain tract of real property located in Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landowner and Wind Company entered into that certain Transmission Line Lease and Grant of Easement and Option dated February 3, 2015 (the "Lease Agreement") which affects and burdens a portion of the Property ("Leased Premises"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Wind Company initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Wind Company, its respective successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional Wind Projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").



E. Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease Agreement and of Wind Company's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Agreement.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner on an exclusive basis, the Leased Premises for the following purposes for the benefit of one or more Wind Projects and the Subsequent Wind Projects upon all of the terms and conditions hereinafter set forth herein:

2.1 On, in, along, across and under the Leased Premises, for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, Wind Project Property, Subsequent Wind Projects Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Wind Company may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface; (iii) the right to keep the Leased Premises clear of all brush, trees, timber or other hazards which in Wind Company's reasonable opinion would interfere with the Transmission Facilities or Wind Company's exercise of its rights hereunder; (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property; and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Wind Company deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Wind Company, at its expense, will promptly restore that portion of the Property used by Wind Company for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

2.2 As-Built Leased Premises. Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Leased Premises shall be deemed to be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible as shown in Exhibit B-1. Landowner acknowledges that the general location of the Leased Premises, as described in the Exhibits attached hereto, is based on preliminary mapping only and Landowner hereby agrees that the Lease Agreement shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Landowner agrees to execute an amendment to this Lease Agreement evidencing the legal description of the Leased Premises after completion of the Transmission Facilities, which shall be recorded in the Southern Aroostook Registry of Deeds, Aroostook Maine, at Wind Company's expense.

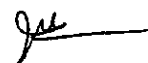
2.3 Overhang. Cross arms of up to fifty-two feet (52') in length may overhang any part of the Leased Premises and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below three feet (3'). The Lease and the Easement include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Lease and the Easement for the purposes permitted in this Lease Agreement.

2.4 Effects Easement. In addition, Landowner hereby grants to Wind Company the following easement for the benefit of one or more Wind Projects and/or Subsequent Wind Projects, the Wind Project Property and the Subsequent Wind Project Property: An easement, right and entitlement (the "Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property; or (b) facilities now or hereafter located on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property.

3. Term. The Lease Agreement term shall, unless otherwise terminated by Wind Company, be for a period of time commencing on the Effective Date and ending on sixty (60) years after the Effective Date (the "Term").

4. Other Provisions. The Lease Agreement is for such additional purposes, and is subject to such additional requirements, restrictions and limitations, as set forth in the Lease Agreement. The Lease Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to rent, conduct of operations, restoration of the Leased Premises, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner, use of the Leased Premises by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Leased Premises, and Wind Company may remove any or all Improvements at any time or from time to time.

7. Force and Effect. The terms, conditions and covenants of the Lease Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and this Memorandum shall not be used for the purpose of interpreting the terms, conditions or covenants of the Lease Agreement. In the event of any conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.



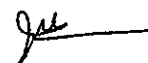
8. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

9. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in this Lease Agreement touch and concern the real estate described in this Lease Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Premises, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Leased Premises and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, as applicable, the Parties agree that they shall be enforceable equitable servitudes or as assignable and alienable easements in gross.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

11. Grant of Option to Convert to Easement. Landowner hereby grants Wind Company the exclusive right and option ("Easement Option") to convert this Lease Agreement and any Sublease to an easement agreement or sub-easement (individually either the easement agreement or sub-easement as the case may be is referred to in this Section 30 as the "Subsequent Easement Agreement") as Wind Company may at its sole discretion deem necessary or desirable in connection with the Wind Project or Subsequent Wind Projects during the Term. Landowner shall, within twenty (20) days after written request from Wind Company and its licensed real estate broker, and without demanding any additional consideration, enter into and deliver to Wind Company the requested Subsequent Easement Agreement which shall supersede and replace this Lease Agreement and any applicable Sublease, and contain the same terms and conditions as this Lease Agreement and any applicable Sublease except for any Lease Agreement or applicable Sublease requirements that have been fulfilled by Wind Company or the Sublessee prior to the execution of the Subsequent Easement Agreement and shall (i) be for a term commencing on the date of the exercise of the Easement Option, and continuing for the remaining Term of the Lease Agreement or any applicable Sublease (as the case may be but in no event later than the expiry of the Term), (ii) contain a grant to Wind Company and any applicable Sublessee of access, transmission, communications, utility and other easements consistent with the terms, provisions and easements contained in the Lease Agreement or any applicable Sublease and covering the Leased Premises or any of the Leased Premises that may be sub-leased under an applicable Sublease (iii) enjoy the same priority as this Lease or such Sublease over any lien, encumbrance or other interest created by Landowner; and (iv) be in a form reasonably acceptable to Wind Company and the Sublessee as applicable.


[SIGNATURES ON NEXT PAGE]



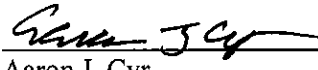
IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

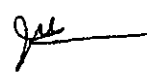
WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By:   
Name: Steve Irvin  
Title: Executive Vice President, Central Region

LANDOWNER:

  
Aaron J. Cyr





ACKNOWLEDGEMENTS  
FOR LANDOWNER

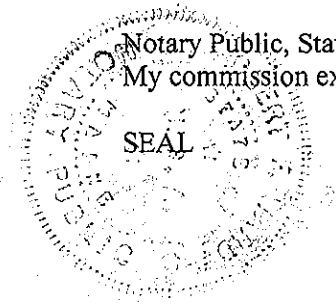
STATE OF MAINE )  
 ) ss:  
COUNTY OF Arundel

The foregoing instrument was acknowledged before me this 29th day of January,  
2015 by Aaron J. Cyr.

[Signature]  
(Signature of Notary Public)

Robert F Ward  
Name of Notary Public (printed name)

Notary Public, State of Maine  
My commission expires: 02-11-18



[Signature]

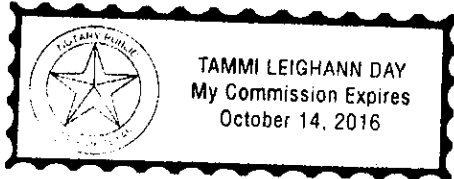
ACKNOWLEDGEMENT  
FOR WIND COMPANY

STATE OF Texas )  
COUNTY OF Harris ) ss:

On this 3rd day of February, 2015, before me personally appeared Irvin Steve to me known to me to be the EXECUTIVE V.P. of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]  
Notary Public



[Signature]

**EXHIBIT A**

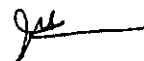
**Legal Description of the Property**

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 47.96 ACRES, LOCATED IN THE TOWN OF LITTLETON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

A parcel of land located in the Town of Littleton, more particularly described in the following documents, which are hereby incorporated by reference:

*Warranty Deed* from Walter R. Hershberger, Jr. and Nancy S. Hershberger, husband and wife, and Steven R. Hershberger and Polly A. Hershberger, husband and wife, to Aaron J. Cyr dated May 3, 2012 and recorded on May 14, 2012 in the Southern Aroostook Registry of Deeds in Book 5054, Page 256.

**Tax Map 7, Lot 23A, in Littleton, Aroostook County, Maine**



**EXHIBIT B**

**Legal Description of Leased Premises**

A one hundred seventy foot (170') strip of land out of the following:

A parcel of land located in the Town of Littleton, more particularly described in the following documents, which are hereby incorporated by reference:

*Warranty Deed* from Walter R. Hershberger, Jr. and Nancy S. Hershberger, husband and wife, and Steven R. Hershberger and Polly A. Hershberger, husband and wife, to Aaron J. Cyr dated May 3, 2012 and recorded on May 14, 2012 in the Southern Aroostook Registry of Deeds in Book 5054, Page 256.

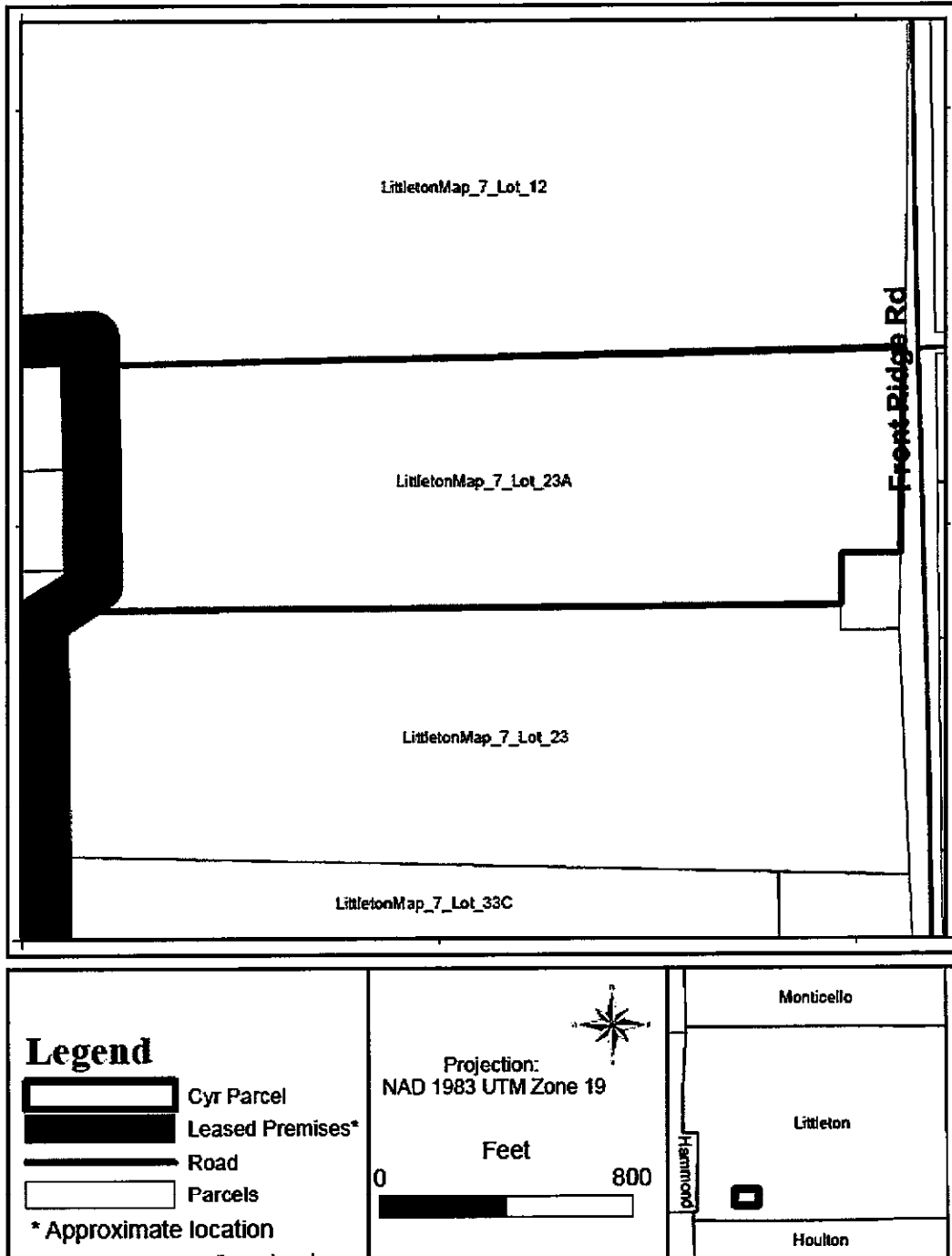
**Tax Map 7, Lot 23A, in Littleton, Aroostook County, Maine**

and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.



EXHIBIT B-1

Map of Leased Premises



Received  
AROOSTOOK SS  
TYLER CLARK, REGISTRAR

Project Map: NL\_08

**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

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**MEMORANDUM OF TRANSMISSION LINE LEASE  
AND GRANT OF EASEMENT AND OPTION**

THIS MEMORANDUM OF TRANSMISSION LINE LEASE AND GRANT OF EASEMENT AND OPTION (this "Memorandum"), is made and entered into as of December 08, 2014 (the "Effective Date"), between John V. Connery and Joyce F. Connery, husband and wife as joint tenants ("Landowner") whose address is 135 Meadow St., Newington, Connecticut 06111 and Number Nine Wind Farm LLC, a Delaware limited liability company, whose address is 808 Travis, Suite 700, Houston, Texas 77002 ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

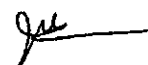
RECITALS

A. Landowner is the owner of a certain tract of real property located in Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landowner and Wind Company entered into that certain Transmission Line Lease and Grant of Easement and Option dated December 08 2014 (the "Lease Agreement") which affects and burdens a portion of the Property ("Leased Premises"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Wind Company initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Wind Company, its respective successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional Wind Projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").





E. Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease Agreement and of Wind Company's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Agreement.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner on an exclusive basis, the Leased Premises for the following purposes for the benefit of one or more Wind Projects and the Subsequent Wind Projects upon all of the terms and conditions hereinafter set forth herein:

2.1 On, in, along, across and under the Leased Premises, for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, Wind Project Property, Subsequent Wind Projects Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Wind Company may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface; (iii) the right to keep the Leased Premises clear of all brush, trees, timber or other hazards which in Wind Company's reasonable opinion would interfere with the Transmission Facilities or Wind Company's exercise of its rights hereunder; (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property; and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Wind Company deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Wind Company, at its expense, will promptly restore that portion of the Property used by Wind Company for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

2.2 As-Built Leased Premises. Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Leased Premises shall be deemed to be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible as shown in Exhibit B-1. Landowner acknowledges that the general location of the Leased Premises, as described in the Exhibits attached hereto, is based on preliminary mapping only and Landowner hereby agrees that the Lease Agreement shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Landowner agrees to execute an amendment to this Lease Agreement evidencing the legal description of the Leased Premises after completion of the Transmission Facilities, which shall be recorded in the Southern Aroostook Registry of Deeds, Aroostook Maine, at Wind Company's expense.

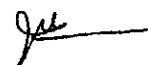
2.3 Overhang. Cross arms of up to fifty-two feet (52') in length may overhang any part of the Leased Premises and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below three feet (3'). The Lease and the Easement include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Lease and the Easement for the purposes permitted in this Lease Agreement.

2.4 Effects Easement. In addition, Landowner hereby grants to Wind Company the following easement for the benefit of one or more Wind Projects and/or Subsequent Wind Projects, the Wind Project Property and the Subsequent Wind Project Property: An easement, right and entitlement (the "Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property; or (b) facilities now or hereafter located on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property.

3. Term. The Lease Agreement term shall, unless otherwise terminated by Wind Company, be for a period of time commencing on the Effective Date and ending on sixty (60) years after the Effective Date (the "Term").

4. Other Provisions. The Lease Agreement is for such additional purposes, and is subject to such additional requirements, restrictions and limitations, as set forth in the Lease Agreement. The Lease Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to rent, conduct of operations, restoration of the Leased Premises, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner, use of the Leased Premises by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Leased Premises, and Wind Company may remove any or all Improvements at any time or from time to time.

7. Force and Effect. The terms, conditions and covenants of the Lease Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and this Memorandum shall not be used for the purpose of interpreting the terms, conditions or covenants of the Lease Agreement. In the event of any conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.



8. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

9. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in this Lease Agreement touch and concern the real estate described in this Lease Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Premises, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Leased Premises and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, as applicable, the Parties agree that they shall be enforceable equitable servitudes or as assignable and alienable easements in gross.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

11. Grant of Option to Convert to Easement. Landowner hereby grants Wind Company the exclusive right and option ("Easement Option") to convert this Lease Agreement and any Sublease to an easement agreement or sub-easement (individually either the easement agreement or sub-easement as the case may be is referred to in this Section 30 as the "Subsequent Easement Agreement") as Wind Company may at its sole discretion deem necessary or desirable in connection with the Wind Project or Subsequent Wind Projects during the Term. Landowner shall, within twenty (20) days after written request from Wind Company and its licensed real estate broker, and without demanding any additional consideration, enter into and deliver to Wind Company the requested Subsequent Easement Agreement which shall supersede and replace this Lease Agreement and any applicable Sublease, and contain the same terms and conditions as this Lease Agreement and any applicable Sublease except for any Lease Agreement or applicable Sublease requirements that have been fulfilled by Wind Company or the Sublessee prior to the execution of the Subsequent Easement Agreement and shall (i) be for a term commencing on the date of the exercise of the Easement Option, and continuing for the remaining Term of the Lease Agreement or any applicable Sublease (as the case may be but in no event later than the expiry of the Term), (ii) contain a grant to Wind Company and any applicable Sublessee of access, transmission, communications, utility and other easements consistent with the terms, provisions and easements contained in the Lease Agreement or any applicable Sublease and covering the Leased Premises or any of the Leased Premises that may be sub-leased under an applicable Sublease (iii) enjoy the same priority as this Lease or such Sublease over any lien, encumbrance or other interest created by Landowner; and (iv) be in a form reasonably acceptable to Wind Company and the Sublessee as applicable.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By: William Whitlock  
Name: William Whitlock  
Title: Executive Vice President, Eastern Region

LANDOWNER:

John V. Connery  
John V. Connery  
Joyce F. Connery  
Joyce F. Connery

Jak

ACKNOWLEDGEMENTS  
FOR LANDOWNER

STATE OF CT )  
COUNTY OF Hartford ) ss:

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November  
2014 by **John V. Connery.**

[Signature]  
(Signature of Notary Public)

Kathryn M. Anderson  
Name of Notary Public (printed name)

Notary Public, State of Connecticut  
My commission expires: June 30, 2016

SEAL

STATE OF CT )  
COUNTY OF Hartford ) ss:

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November  
2014 by **Joyce F. Connery.**

[Signature]  
(Signature of Notary Public)

Kathryn M. Anderson  
Name of Notary Public (printed name)

Notary Public, State of Connecticut  
My commission expires: June 30, 2016

SEAL

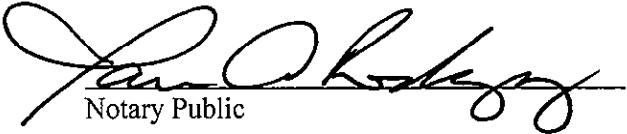
[Signature]

ACKNOWLEDGEMENT  
FOR WIND COMPANY

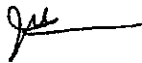
STATE OF Texas )  
 ) ss:  
COUNTY OF Harris )

On this 08<sup>th</sup> day of December, 2014, before me personally appeared William Whitlock, to me known to me to be the VP, Eastern Region of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Notary Public







**EXHIBIT A**

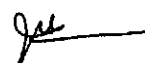
**Legal Description of the Property**

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 48.16 ACRES,  
LOCATED IN THE TOWN OF LITTLETON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

A parcel of land located in the Town of Littleton, more particularly described in the following documents, which are hereby incorporated by reference:

*Warranty Deed* from Dean Fitzpatrick and Joyce F. Connery f/k/a Joyce M. Fitzpatrick to John V. Connery and Joyce F. Connery, husband and wife as joint tenants, dated February 22, 2006 and recorded on February 22, 2006 in the Southern Aroostook Registry of Deeds in Book 4246, Page 147.

**Tax Map 7, Lot 23, in Littleton, Aroostook County, Maine**

A handwritten signature in black ink, appearing to be 'Jal', followed by a horizontal line.

**EXHIBIT B**

**Legal Description of Leased Premises**

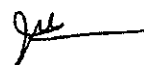
A one hundred seventy foot (170') strip of land out of the following:

A parcel of land located in the Town of Littleton, more particularly described in the following documents, which are hereby incorporated by reference:

*Warranty Deed* from Dean Fitzpatrick and Joyce F. Connery f/k/a Joyce M. Fitzpatrick to John V. Connery and Joyce F. Connery, husband and wife as joint tenants, dated February 22, 2006 and recorded on February 22, 2006 in the Southern Aroostook Registry of Deeds in Book 4246, Page 147.

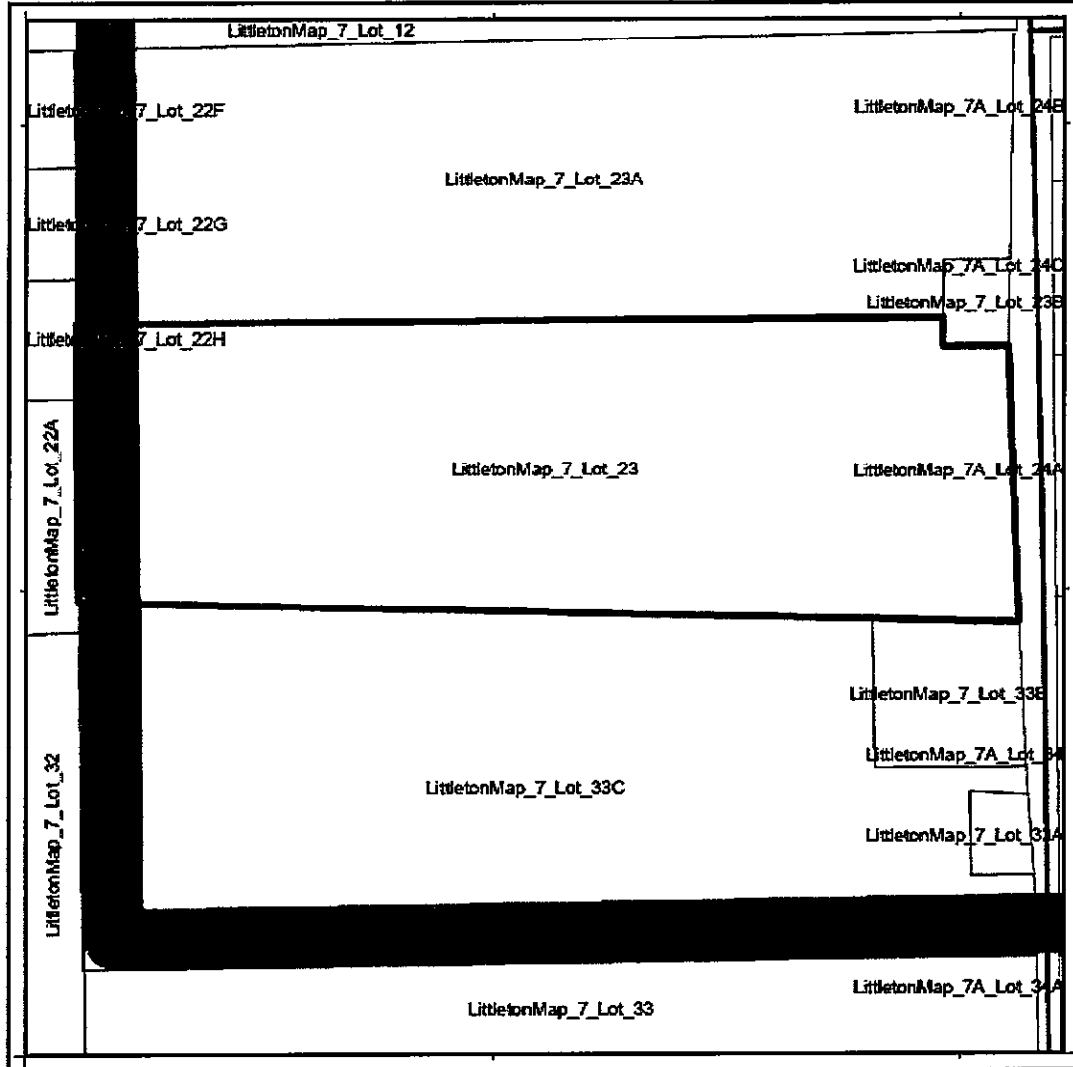
**1. Tax Map 7, Lot 23, in Littleton, Aroostook County, Maine**




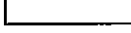

and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

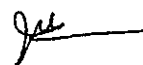


**EXHIBIT B-1**

**Map of Leased Premises**



<p><b>Legend</b></p> <ul style="list-style-type: none"> <li> Connery Parcel</li> <li> Leased Premises*</li> <li> Road</li> <li> Parcels</li> </ul> <p>* Approximate location</p>	<p>Projection: NAD 1983 UTM Zone 19</p> <p>Feet</p> <p>0  800</p>	<p>Hammond</p> <p>Littleton</p> <p>Ludlow</p> <p>Houlton</p>
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**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

**MEMORANDUM OF TRANSMISSION LINE LEASE  
AND GRANT OF EASEMENT AND OPTION**

THIS MEMORANDUM OF TRANSMISSION LINE LEASE AND GRANT OF EASEMENT AND OPTION (this "Memorandum"), is made and entered into as of November 07, 2014 (the "Effective Date"), between Richard R. Hurteau ("Landowner") whose address is P.O. Box 201, Millville, Massachusetts 01529, and Number Nine Wind Farm LLC, a Delaware limited liability company, whose address is 808 Travis, Suite 700, Houston, Texas 77002 ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

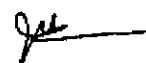
**RECITALS**

A. Landowner is the owner of a certain tract of real property located in Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landowner and Wind Company entered into that certain Transmission Line Lease and Grant of Easement and Option dated November 07 2014 (the "Lease Agreement") which affects and burdens a portion of the Property ("Leased Premises"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Wind Company initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Wind Company, its respective successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional Wind Projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").



E. Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease Agreement and of Wind Company's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Agreement.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner on an exclusive basis, the Leased Premises for the following purposes for the benefit of one or more Wind Projects and the Subsequent Wind Projects upon all of the terms and conditions hereinafter set forth herein:

2.1 On, in, along, across and under the Leased Premises, for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, Wind Project Property, Subsequent Wind Projects Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Wind Company may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface; (iii) the right to keep the Leased Premises clear of all brush, trees, timber or other hazards which in Wind Company's reasonable opinion would interfere with the Transmission Facilities or Wind Company's exercise of its rights hereunder; (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property; and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Wind Company deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Wind Company, at its expense, will promptly restore that portion of the Property used by Wind Company for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

2.2 As-Built Leased Premises. Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Leased Premises shall be deemed to be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible as shown in Exhibit B-1. Landowner acknowledges that the general location of the Leased Premises, as described in the Exhibits attached hereto, is based on preliminary mapping only and Landowner hereby agrees that the Lease Agreement shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Landowner agrees to execute an amendment to this Lease Agreement evidencing the legal description of the Leased Premises after completion of the Transmission Facilities, which shall be recorded in the Southern Aroostook Registry of Deeds, Aroostook Maine, at Wind Company's expense.

2.3 Overhang. Cross arms of up to fifty-two feet (52') in length may overhang any part of the Leased Premises and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below three feet (3'). The Lease and the Easement include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Lease and the Easement for the purposes permitted in this Lease Agreement.

2.4 Effects Easement. In addition, Landowner hereby grants to Wind Company the following easement for the benefit of one or more Wind Projects and/or Subsequent Wind Projects, the Wind Project Property and the Subsequent Wind Project Property: An easement, right and entitlement (the "Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property; or (b) facilities now or hereafter located on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property.

3. Term. The Lease Agreement term shall, unless otherwise terminated by Wind Company, be for a period of time commencing on the Effective Date and ending on sixty (60) years after the Effective Date (the "Term").

4. Other Provisions. The Lease Agreement is for such additional purposes, and is subject to such additional requirements, restrictions and limitations, as set forth in the Lease Agreement. The Lease Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to rent, conduct of operations, restoration of the Leased Premises, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner, use of the Leased Premises by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Leased Premises, and Wind Company may remove any or all Improvements at any time or from time to time.

7. Force and Effect. The terms, conditions and covenants of the Lease Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and this Memorandum shall not be used for the purpose of interpreting the terms, conditions or covenants of the Lease Agreement. In the event of any conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.

8. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

9. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in this Lease Agreement touch and concern the real estate described in this Lease Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Premises, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Leased Premises and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, as applicable, the Parties agree that they shall be enforceable equitable servitudes or as assignable and alienable easements in gross.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

11. Grant of Option to Convert to Easement. Landowner hereby grants Wind Company the exclusive right and option ("Easement Option") to convert this Lease Agreement and any Sublease to an easement agreement or sub-easement (individually either the easement agreement or sub-easement as the case may be is referred to in this Section 30 as the "Subsequent Easement Agreement") as Wind Company may at its sole discretion deem necessary or desirable in connection with the Wind Project or Subsequent Wind Projects during the Term. Landowner shall, within twenty (20) days after written request from Wind Company and its licensed real estate broker, and without demanding any additional consideration, enter into and deliver to Wind Company the requested Subsequent Easement Agreement which shall supersede and replace this Lease Agreement and any applicable Sublease, and contain the same terms and conditions as this Lease Agreement and any applicable Sublease except for any Lease Agreement or applicable Sublease requirements that have been fulfilled by Wind Company or the Sublessee prior to the execution of the Subsequent Easement Agreement and shall (i) be for a term commencing on the date of the exercise of the Easement Option, and continuing for the remaining Term of the Lease Agreement or any applicable Sublease (as the case may be but in no event later than the expiry of the Term), (ii) contain a grant to Wind Company and any applicable Sublessee of access, transmission, communications, utility and other easements consistent with the terms, provisions and easements contained in the Lease Agreement or any applicable Sublease and covering the Leased Premises or any of the Leased Premises that may be sub-leased under an applicable Sublease (iii) enjoy the same priority as this Lease or such Sublease over any lien, encumbrance or other interest created by Landowner; and (iv) be in a form reasonably acceptable to Wind Company and the Sublessee as applicable.

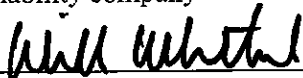
[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By: 

Name: William Whitlock

Title: Executive Vice President, Eastern Region

LANDOWNER:

  
Richard R. Hurteau



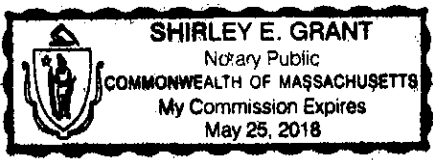
ACKNOWLEDGEMENTS  
FOR LANDOWNER

STATE OF MA )  
 ) ss:  
COUNTY OF Worcester )

On this 4th day of November, 2014, before me, the undersigned notary public, personally appeared Richard R. Hurteau, proved to me through satisfactory evidence of identification, which were driver's Photo ID, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public Signature

(seal)



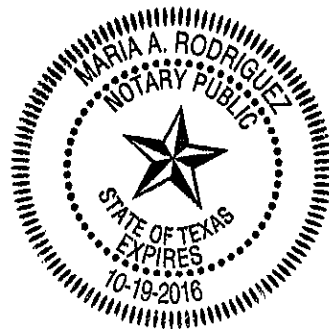


ACKNOWLEDGEMENT  
FOR WIND COMPANY

STATE OF Texas )  
 ) ss:  
COUNTY OF Harris )

On this 07<sup>th</sup> day of November, 2014, before me personally appeared William Whitlock, to me known to me to be the ENR, Eastern Region of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



*[Handwritten Signature]*  
Notary Public

*[Handwritten mark]*

**EXHIBIT A**

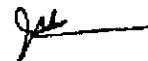
**Legal Description of the Property**

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 52 ACRES, LOCATED IN THE TOWN OF LITTLETON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

A parcel of land located in the Town of Littleton, more particularly described in the following documents, which are hereby incorporated by reference:

*Quitclaim Deed* from Lone Pine Realty, Inc. to Richard R. Hurteau dated April 25, 1995 and recorded on May 25, 1995 in the Southern Aroostook Registry of Deeds in Book 2789, Page 305.

**Tax Map 7, Lot 33C, in Littleton, Aroostook County, Maine**



**EXHIBIT B**

**Legal Description of Leased Premises**

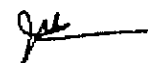
A one hundred seventy foot (170') strip of land out of the following:

A parcel of land located in the Town of Littleton, more particularly described in the following documents, which are hereby incorporated by reference:

*Quitclaim Deed* from Lone Pine Realty, Inc. to Richard R. Hurteau dated April 25, 1995 and recorded on May 25, 1995 in the Southern Aroostook Registry of Deeds in Book 2789, Page 305.

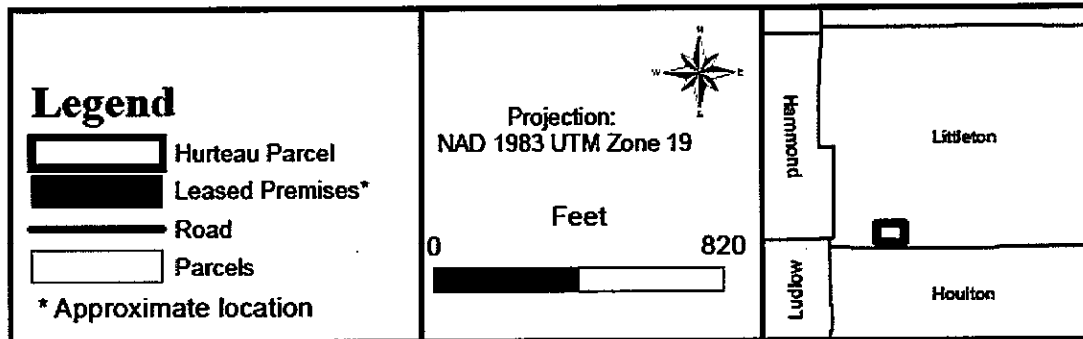
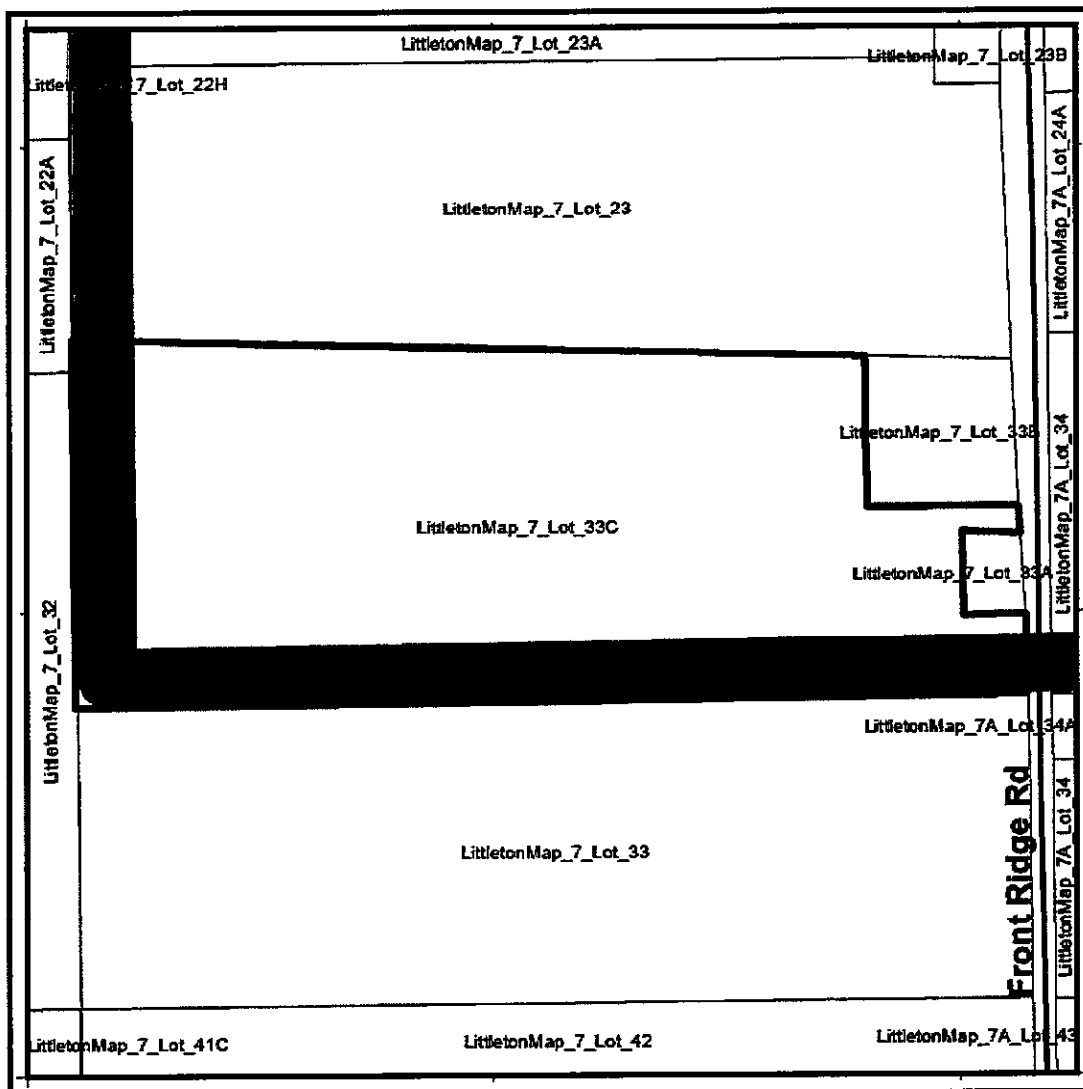
**Tax Map 7, Lot 33C, in Littleton, Aroostook County, Maine**

and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

A handwritten signature in black ink, appearing to be 'Jek', with a horizontal line extending to the right.

**EXHIBIT B-1**

**Map of Leased Premises**



Received  
AROSTOOK SS  
TYLER CLARK, REGISTRAR

**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

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**MEMORANDUM OF TRANSMISSION LINE LEASE  
AND GRANT OF EASEMENT AND OPTION**

THIS MEMORANDUM OF TRANSMISSION LINE LEASE AND GRANT OF EASEMENT AND OPTION (this "Memorandum"), is made and entered into as of JANUARY 20, 2015 (the "Effective Date"), between Chris A. Fitzpatrick ("Landowner") whose address is 116 Jordan Rd. Houlton, Maine 04730 and Number Nine Wind Farm LLC, a Delaware limited liability company, whose address is 808 Travis, Suite 700, Houston, Texas 77002 ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

A. Landowner is the owner of a certain tract of real property located in Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landowner and Wind Company entered into that certain Transmission Line Lease and Grant of Easement and Option dated Jan 20, 2015 (the "Lease Agreement") which affects and burdens a portion of the Property ("Leased Premises"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Wind Company initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Wind Company, its respective successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional Wind Projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the

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vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

E. Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease Agreement and of Wind Company's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Agreement.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner on an exclusive basis, the Leased Premises for the following purposes for the benefit of one or more Wind Projects and the Subsequent Wind Projects upon all of the terms and conditions hereinafter set forth herein:

2.1 On, in, along, across and under the Leased Premises for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Leased Premises, Wind Project Property, Subsequent Wind Projects Property, on adjacent property or elsewhere) over and along the Leased Premises by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Wind Company may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface; (iii) the right to keep the Leased Premises clear of all brush, trees, timber or other hazards which in Wind Company's reasonable opinion would interfere with the Transmission Facilities or Wind Company's exercise of its rights hereunder; (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Leased Premises; and (v) the right to conduct any and all inspections of and studies and surveys on the Leased Premises that Wind Company deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Leased Premises, Wind Company, at its expense, will promptly restore that portion of the Leased Premises used by Wind Company for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Leased Premises for such inspections, studies and surveys. The Lease and the Easement include all of the rights and privileges

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necessary and incidental to the full use and enjoyment of the Lease and the Easement for the purposes permitted in this Lease Agreement.

2.2 As-Built Leased Premises. Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Leased Premises shall be deemed to be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible as shown in Exhibit B-1. Landowner acknowledges that the general location of the Leased Premises, as described in the Exhibits attached hereto, is based on preliminary mapping only and Landowner hereby agrees that the Lease Agreement shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Landowner agrees to execute an amendment to this Lease Agreement evidencing the legal description of the Leased Premises after completion of the Transmission Facilities, which shall be recorded in the Southern Aroostook Registry of Deeds, Aroostook Maine, at Wind Company's expense.

2.3 Effects Easement. In addition, Landowner hereby grants to Wind Company the following easement for the benefit of one or more Wind Projects and/or Subsequent Wind Projects, the Wind Project Property and the Subsequent Wind Project Property: An easement, right and entitlement (the "Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property; or (b) facilities now or hereafter located on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property.

3. Term. Subject to the provisions of the Lease Agreement, the lease term shall, unless otherwise terminated by Wind Company, be for a period of time commencing on the Effective Date and ending on sixty (60) years after the Effective Date (the "Term").

4. Other Provisions. The Lease Agreement is for such additional purposes, and is subject to such additional requirements, restrictions and limitations, as set forth in the Lease Agreement. The Lease Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to rent, conduct of operations, restoration of the Leased Premises, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner, use of the Leased Premises by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Leased Premises, and Wind Company may remove any or all Improvements at any time or from time to time.

5. Force and Effect. The terms, conditions and covenants of the Lease Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and this Memorandum shall not be used for the purpose of interpreting the terms, conditions or covenants of the Lease Agreement. In the event of any conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.

6. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another

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jurisdiction.

7. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in this Lease Agreement touch and concern the real estate described in this Lease Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Premises, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Leased Premises and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, as applicable, the Parties agree that they shall be enforceable equitable servitudes or as assignable and alienable easements in gross.

8. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

9. Grant of Option to Convert to Easement. Landowner hereby grants Wind Company the exclusive right and option ("Easement Option") to convert this Lease Agreement and any Sublease to an easement agreement or sub-easement (individually either the easement agreement or sub-easement as the case may be is referred to in this Section 30 as the "Subsequent Easement Agreement") as Wind Company may at its sole discretion deem necessary or desirable in connection with the Wind Project or Subsequent Wind Projects during the Term. Landowner shall, within twenty (20) days after written request from Wind Company and its licensed real estate broker, and without demanding any additional consideration, enter into and deliver to Wind Company the requested Subsequent Easement Agreement which shall supersede and replace this Lease Agreement and any applicable Sublease, and contain the same terms and conditions as this Lease Agreement and any applicable Sublease except for any Lease Agreement or applicable Sublease requirements that have been fulfilled by Wind Company or the Sublessee prior to the execution of the Subsequent Easement Agreement and shall (i) be for a term commencing on the date of the exercise of the Easement Option, and continuing for the remaining Term of the Lease Agreement or any applicable Sublease (as the case may be but in no event later than the expiry of the Term), (ii) contain a grant to Wind Company and any applicable Sublessee of access, transmission, communications, utility and other easements consistent with the terms, provisions and easements contained in the Lease Agreement or any applicable Sublease and covering the Leased Premises or any of the Leased Premises that may be sub-leased under an applicable Sublease (iii) enjoy the same priority as this Lease or such Sublease over any lien, encumbrance or other interest created by Landowner; and (iv) be in a form reasonably acceptable to Wind Company and the Sublessee as applicable.

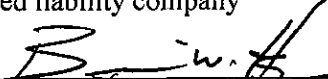
[SIGNATURES ON NEXT PAGE]

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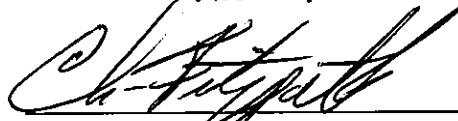
IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

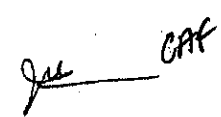
WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By:   
Name: Brian Hayes  
Title: Executive Vice President,  
Asset Operations

LANDOWNER:

  
Chris A. Fitzpatrick







**EXHIBIT A**

**Legal Description of the Property**

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 116 ACRES, LOCATED IN THE TOWN OF LITTLETON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

A parcel of land located in the Town of Littleton, more particularly described in the following documents, which are hereby incorporated by reference:

*Quitclaim Deed* from Donald A. Fitzpatrick and Dorothy H. Fitzpatrick to Chris A. Fitzpatrick dated August 20, 2009 and recorded on August 20, 2009 in the Southern Aroostook Registry of Deeds in Book 4740, Page 201.

**Tax Map 7A, Lot 34, in Littleton, Aroostook County, Maine**

*Jan CAT*

**EXHIBIT B**

**Legal Description of Leased Premises**

A one hundred seventy foot (170') strip of land out of the following:

A parcel of land located in the Town of Littleton, more particularly described in the following documents, which are hereby incorporated by reference:

*Quitclaim Deed* from Donald A. Fitzpatrick and Dorothy H. Fitzpatrick to Chris A. Fitzpatrick dated August 20, 2009 and recorded on August 20, 2009 in the Southern Aroostook Registry of Deeds in Book 4740, Page 201.

**Tax Map 7A, Lot 34, in Littleton, Aroostook County, Maine**

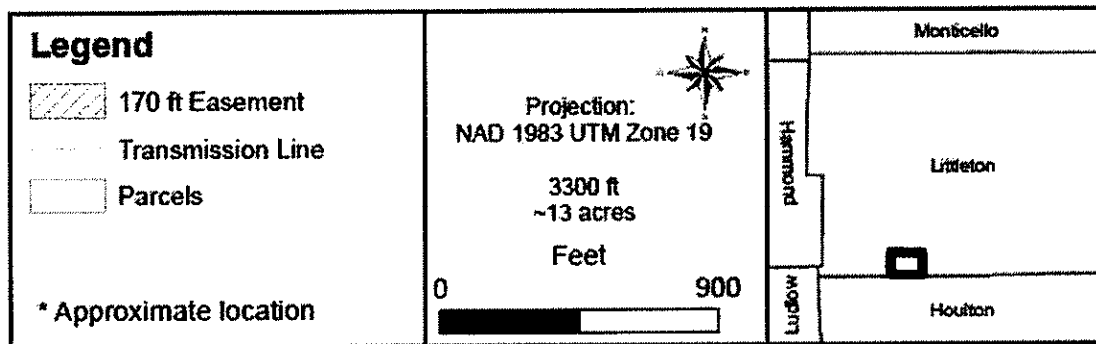
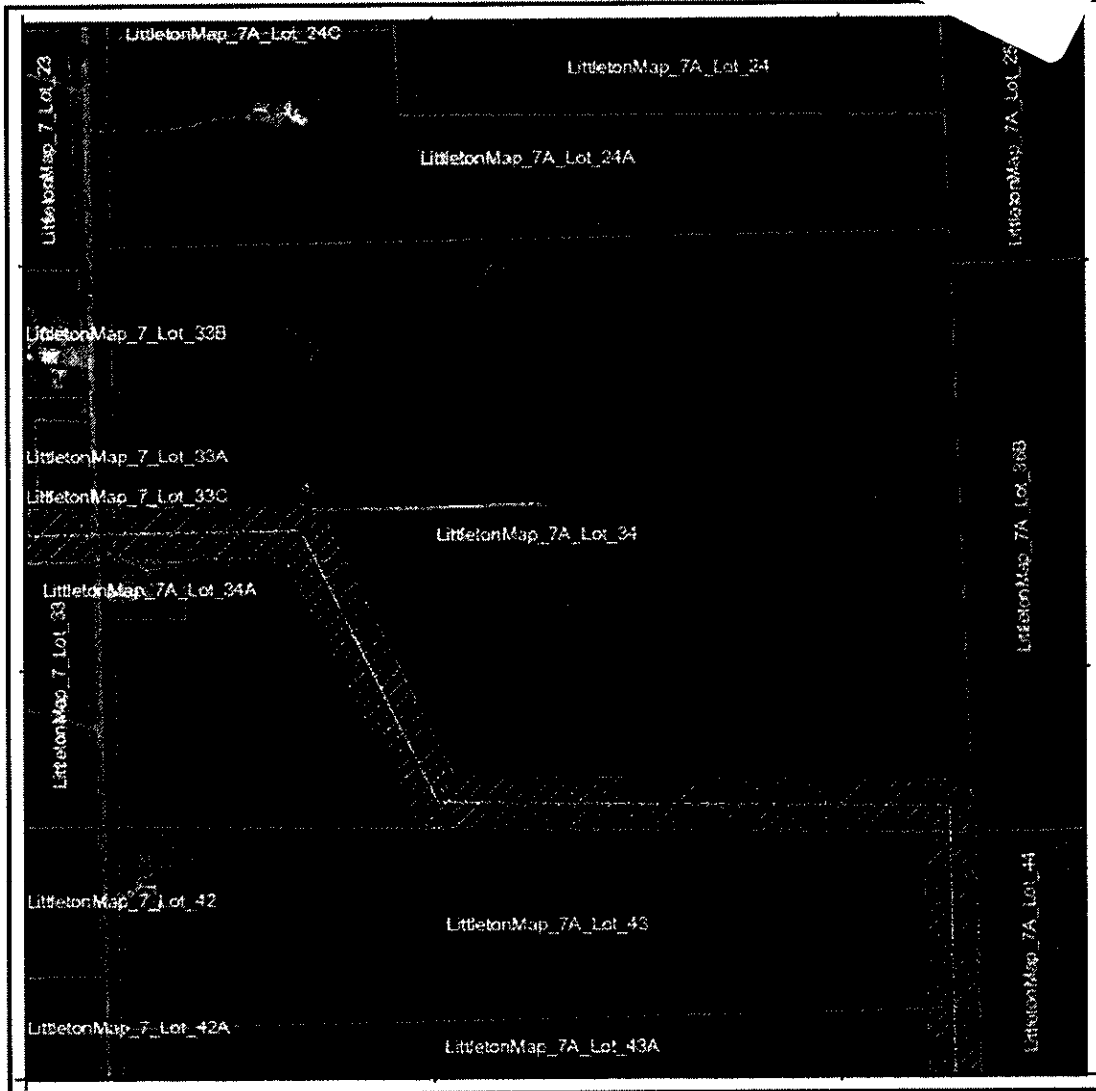
and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

*Jan CAP*



**EXHIBIT B-1**

**Map of Leased Premises**



Received  
 ARROSTOOK SS  
 TYLER CLARK REGISTRAR  
 Memo of Transmission Line Lease 04/14/19

*Jac*  
 CAA

**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

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**MEMORANDUM OF TRANSMISSION LINE LEASE  
AND GRANT OF EASEMENT AND OPTION**

THIS MEMORANDUM OF TRANSMISSION LINE LEASE AND GRANT OF EASEMENT AND OPTION (this "Memorandum"), is made and entered into as of November 18, 2014 (the "Effective Date"), between Joseph M. Bourgoin and Tamarah D. Bourgoin, husband and wife, as Joint Tenants ("Landowner") whose address is 277 Front Ridge Rd., Littleton, Maine 04730 and Number Nine Wind Farm LLC, a Delaware limited liability company, whose address is 808 Travis, Suite 700, Houston, Texas 77002 ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".


**RECITALS**

A. Landowner is the owner of a certain tract of real property located in Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landowner and Wind Company entered into that certain Transmission Line Lease and Grant of Easement and Option dated November 18, 2014 (the "Lease Agreement") which affects and burdens a portion of the Property ("Leased Premises"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Wind Company initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Wind Company, its respective successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional Wind Projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").



E. Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease Agreement and of Wind Company's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Agreement.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner on an exclusive basis, the Leased Premises for the following purposes for the benefit of one or more Wind Projects and the Subsequent Wind Projects upon all of the terms and conditions hereinafter set forth herein:

2.1 On, in, along, across and under the Leased Premises, for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, Wind Project Property, Subsequent Wind Projects Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Wind Company may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface; (iii) the right to keep the Leased Premises clear of all brush, trees, timber or other hazards which in Wind Company's reasonable opinion would interfere with the Transmission Facilities or Wind Company's exercise of its rights hereunder; (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property; and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Wind Company deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Wind Company, at its expense, will promptly restore that portion of the Property used by Wind Company for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

2.2 As-Built Leased Premises. Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Leased Premises shall be deemed to be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible as shown in Exhibit B-1. Landowner acknowledges that the general location of the Leased Premises, as described in the Exhibits attached hereto, is based on preliminary mapping only and Landowner hereby agrees that the Lease Agreement shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Landowner agrees to execute an amendment to this Lease Agreement evidencing the legal description of the Leased Premises after completion of the Transmission Facilities, which shall be recorded in the Southern Aroostook Registry of Deeds, Aroostook Maine, at Wind Company's expense.

2.3 Overhang. Cross arms of up to fifty-two feet (52') in length may overhang any part of the Leased Premises and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below three feet (3'). The Lease and the Easement include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Lease and the Easement for the purposes permitted in this Lease Agreement.

2.4 Effects Easement. In addition, Landowner hereby grants to Wind Company the following easement for the benefit of one or more Wind Projects and/or Subsequent Wind Projects, the Wind Project Property and the Subsequent Wind Project Property: An easement, right and entitlement (the "Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property; or (b) facilities now or hereafter located on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property.

3. Term. The Lease Agreement term shall, unless otherwise terminated by Wind Company, be for a period of time commencing on the Effective Date and ending on sixty (60) years after the Effective Date (the "Term").

4. Other Provisions. The Lease Agreement is for such additional purposes, and is subject to such additional requirements, restrictions and limitations, as set forth in the Lease Agreement. The Lease Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to rent, conduct of operations, restoration of the Leased Premises, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner, use of the Leased Premises by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Leased Premises, and Wind Company may remove any or all Improvements at any time or from time to time.

7. Force and Effect. The terms, conditions and covenants of the Lease Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and this Memorandum shall not be used for the purpose of interpreting the terms, conditions or covenants of the Lease Agreement. In the event of any conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.

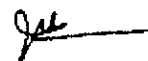
8. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

9. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in this Lease Agreement touch and concern the real estate described in this Lease Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Premises, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Leased Premises and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, as applicable, the Parties agree that they shall be enforceable equitable servitudes or as assignable and alienable easements in gross.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

11. Grant of Option to Convert to Easement. Landowner hereby grants Wind Company the exclusive right and option ("Easement Option") to convert this Lease Agreement and any Sublease to an easement agreement or sub-easement (individually either the easement agreement or sub-easement as the case may be is referred to in this Section 30 as the "Subsequent Easement Agreement") as Wind Company may at its sole discretion deem necessary or desirable in connection with the Wind Project or Subsequent Wind Projects during the Term. Landowner shall, within twenty (20) days after written request from Wind Company and its licensed real estate broker, and without demanding any additional consideration, enter into and deliver to Wind Company the requested Subsequent Easement Agreement which shall supersede and replace this Lease Agreement and any applicable Sublease, and contain the same terms and conditions as this Lease Agreement and any applicable Sublease except for any Lease Agreement or applicable Sublease requirements that have been fulfilled by Wind Company or the Sublessee prior to the execution of the Subsequent Easement Agreement and shall (i) be for a term commencing on the date of the exercise of the Easement Option, and continuing for the remaining Term of the Lease Agreement or any applicable Sublease (as the case may be but in no event later than the expiry of the Term), (ii) contain a grant to Wind Company and any applicable Sublessee of access, transmission, communications, utility and other easements consistent with the terms, provisions and easements contained in the Lease Agreement or any applicable Sublease and covering the Leased Premises or any of the Leased Premises that may be sub-leased under an applicable Sublease (iii) enjoy the same priority as this Lease or such Sublease over any lien, encumbrance or other interest created by Landowner; and (iv) be in a form reasonably acceptable to Wind Company and the Sublessee as applicable.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By: William Whitlock  
Name: William Whitlock  
Title: Executive Vice President, Eastern Region

LANDOWNER:

Joseph M. Bourgoin  
Joseph M. Bourgoin

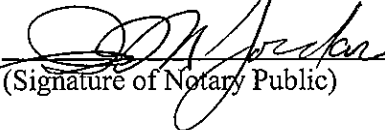
Tamarah D. Bourgoin  
Tamarah D. Bourgoin

Jak

ACKNOWLEDGEMENTS  
FOR LANDOWNER

STATE OF MAINE )  
 ) ss:  
COUNTY OF Arundel )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November,  
2014 by **Joseph M. Bourgoin**.

  
\_\_\_\_\_  
(Signature of Notary Public)

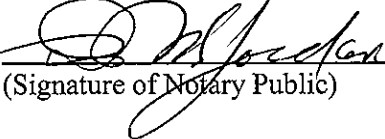
**PHILIP K. JORDAN**  
Notary Public, Maine  
My Commission Expires September 5, 2021

\_\_\_\_\_  
Name of Notary Public (printed name)  
  
Notary Public, State of Maine  
My commission expires: \_\_\_\_\_

SEAL

STATE OF MAINE )  
 ) ss:  
COUNTY OF Arundel )

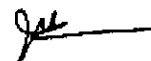
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November,  
2014 **Tamarah D. Bourgoin**.

  
\_\_\_\_\_  
(Signature of Notary Public)

**PHILIP K. JORDAN**  
Notary Public, Maine  
My Commission Expires September 5, 2021

\_\_\_\_\_  
Name of Notary Public (printed name)  
  
Notary Public, State of Maine  
My commission expires: \_\_\_\_\_

SEAL



ACKNOWLEDGEMENT  
FOR WIND COMPANY

STATE OF Texas )  
 ) ss:  
COUNTY OF Harris )

On this 18<sup>th</sup> day of November, 2014, before me personally appeared \_\_\_\_\_  
William Whitlock, to me known to me to be the ERP Eastern Region  
\_\_\_\_\_ of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that  
executed the within and foregoing instrument, and acknowledged said instrument to be the free and  
voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated  
that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year  
first above written.

[Signature]  
Notary Public



[Signature]



**EXHIBIT A**

**Legal Description of the Property**

THE FOLLOWING REAL PROPERTIES CONSISTING OF APPROXIMATELY 70.90 ACRES, LOCATED IN THE TOWN OF LITTLETON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:


Parcels of land located in the Town of Littleton, more particularly described in the following documents, which are hereby incorporated by reference:

*Warranty Deed* from Merle E. Tyrrell and Elizabeth V. Tyrrell, husband and wife, to Joseph M. Bourgoïn and Tamarah D. Bourgoïn, husband and wife, as Joint Tenants, dated October 4, 2002 and recorded on October 8, 2002 in the Southern Aroostook Registry of Deeds in Book 3717, Page 147.

**Tax Map 7A, Lot 43, in Littleton, Aroostook County, Maine**

*Warranty Deed* from Richard M. Taylor to Joseph M. Bourgoïn and Tamarah D. Bourgoïn, as Joint Tenants, dated August 24, 2010 and recorded on August 25, 2010 in the Southern Aroostook Registry of Deeds in Book 4854, Page 322.

**Tax Map 7A, Lot 43A, in Littleton, Aroostook County, Maine**



**EXHIBIT B**

**Legal Description of Leased Premises**

A one hundred seventy foot (170') strip of land out of the following:

Parcels of land located in the Town of Littleton, more particularly described in the following documents, which are hereby incorporated by reference:

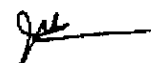
*Warranty Deed* from Merle E. Tyrrell and Elizabeth V. Tyrrell, husband and wife, to Joseph M. Bourgoin and Tamarah D. Bourgoin, husband and wife, as Joint Tenants, dated October 4, 2002 and recorded on October 8, 2002 in the Southern Aroostook Registry of Deeds in Book 3717, Page 147.

**Tax Map 7A, Lot 43, in Littleton, Aroostook County, Maine**

*Warranty Deed* from Richard M. Taylor to Joseph M. Bourgoin and Tamarah D. Bourgoin, as Joint Tenants, dated August 24, 2010 and recorded on August 25, 2010 in the Southern Aroostook Registry of Deeds in Book 4854, Page 322.

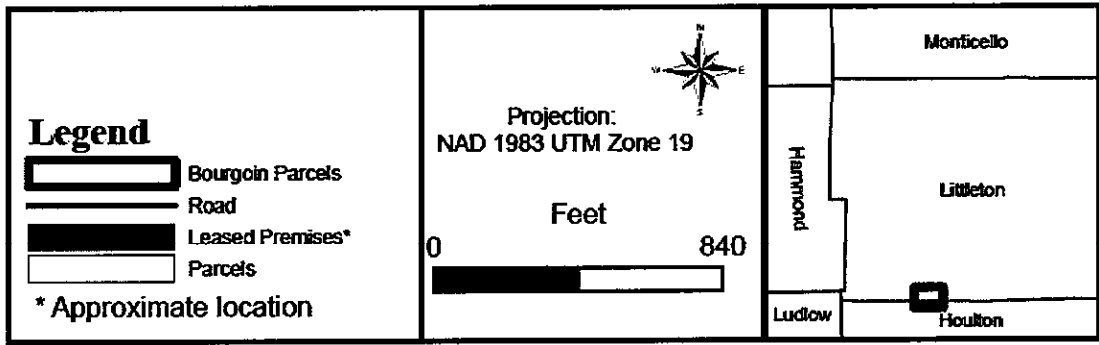
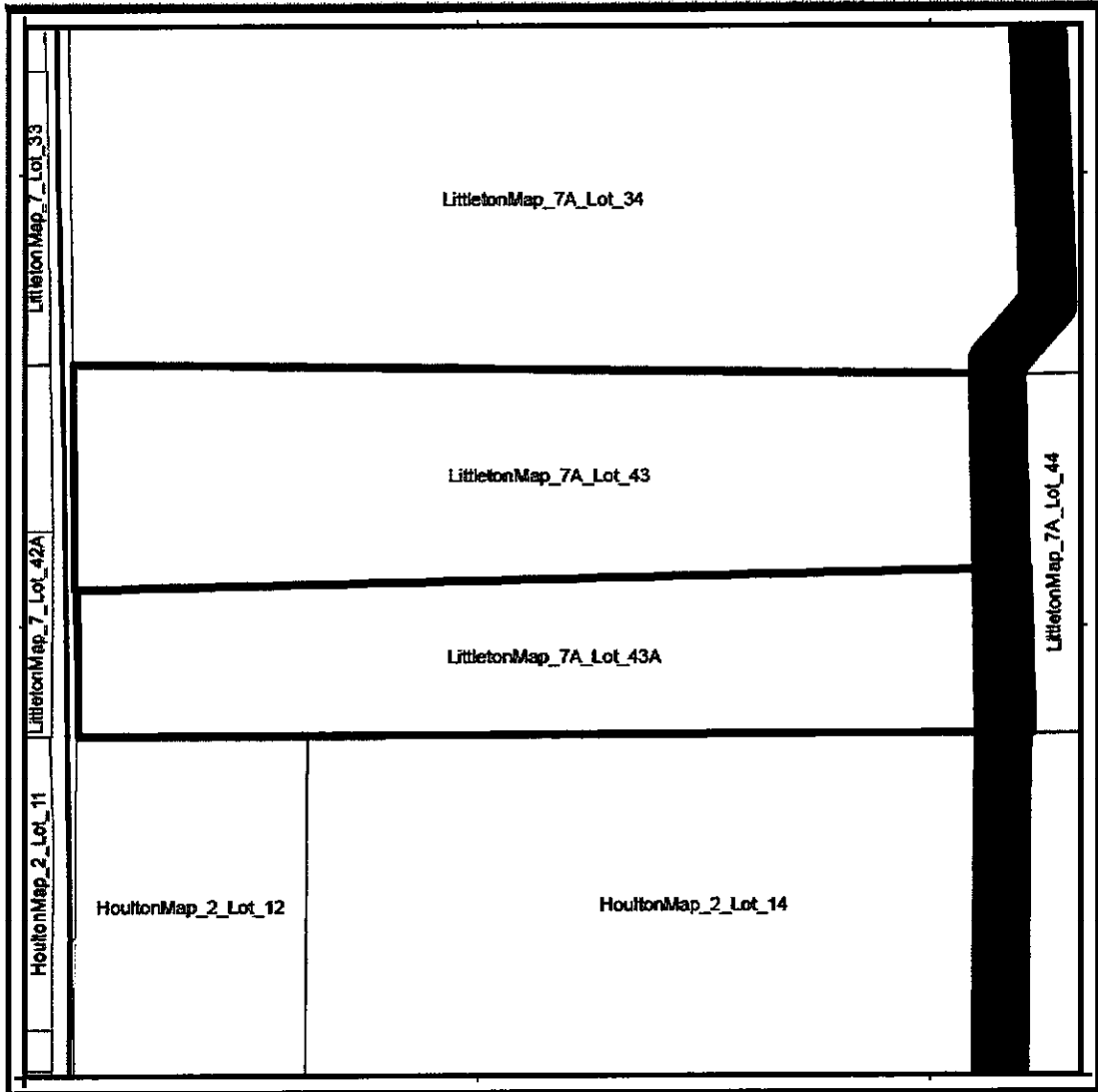
**Tax Map 7A, Lot 43A, in Littleton, Aroostook County, Maine**

and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.



**EXHIBIT B-1**

**Map of Leased Premises**



Received  
AROOSTOOK SS  
TYLER CLARK, REGISTRAR

**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

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**MEMORANDUM OF TRANSMISSION LINE LEASE  
AND GRANT OF EASEMENT AND OPTION**

THIS MEMORANDUM OF TRANSMISSION LINE LEASE AND GRANT OF EASEMENT AND OPTION (this "Memorandum"), is made and entered into as of December 08, 2014 (the "Effective Date"), between Straw, Inc., a Maine corporation ("Landowner") whose address is P.O. Box 657, Patten, Maine 04765 and Number Nine Wind Farm LLC, a Delaware limited liability company, whose address is 808 Travis, Suite 700, Houston, Texas 77002 ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".


RECITALS

A. Landowner is the owner of a certain tract of real property located in Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landowner and Wind Company entered into that certain Transmission Line Lease and Grant of Easement and Option dated December 8, 2014 (the "Lease Agreement") which affects and burdens a portion of the Property ("Leased Premises"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Wind Company initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Wind Company, its respective successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional Wind Projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").



E. Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease Agreement and of Wind Company's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Agreement.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner on an exclusive basis, the Leased Premises for the following purposes for the benefit of one or more Wind Projects and the Subsequent Wind Projects upon all of the terms and conditions hereinafter set forth herein:

2.1 On, in, along, across and under the Leased Premises, for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, Wind Project Property, Subsequent Wind Projects Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Wind Company may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface; (iii) the right to keep the Leased Premises clear of all brush, trees, timber or other hazards which in Wind Company's reasonable opinion would interfere with the Transmission Facilities or Wind Company's exercise of its rights hereunder; (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property; and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Wind Company deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Wind Company, at its expense, will promptly restore that portion of the Property used by Wind Company for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

2.2 As-Built Leased Premises. Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Leased Premises shall be deemed to be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible as shown in Exhibit B-1. Landowner acknowledges that the general location of the Leased Premises, as described in the Exhibits attached hereto, is based on preliminary mapping only and Landowner hereby agrees that the Lease Agreement shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Landowner agrees to execute an amendment to this Lease Agreement evidencing the legal description of the Leased Premises after completion of the Transmission Facilities, which shall be recorded in the Southern Aroostook Registry of Deeds, Aroostook Maine, at Wind Company's expense.


2.3 Overhang. Cross arms of up to fifty-two feet (52') in length may overhang any part of the Leased Premises and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below three feet (3'). The Lease and the Easement include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Lease and the Easement for the purposes permitted in this Lease Agreement.

2.4 Effects Easement. In addition, Landowner hereby grants to Wind Company the following easement for the benefit of one or more Wind Projects and/or Subsequent Wind Projects, the Wind Project Property and the Subsequent Wind Project Property: An easement, right and entitlement (the "Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property; or (b) facilities now or hereafter located on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property.

3. Term. The Lease Agreement term shall, unless otherwise terminated by Wind Company, be for a period of time commencing on the Effective Date and ending on sixty (60) years after the Effective Date (the "Term").

4. Other Provisions. The Lease Agreement is for such additional purposes, and is subject to such additional requirements, restrictions and limitations, as set forth in the Lease Agreement. The Lease Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to rent, conduct of operations, restoration of the Leased Premises, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner, use of the Leased Premises by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Leased Premises, and Wind Company may remove any or all Improvements at any time or from time to time.

7. Force and Effect. The terms, conditions and covenants of the Lease Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and this Memorandum shall not be used for the purpose of interpreting the terms, conditions or covenants of the Lease Agreement. In the event of any conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.



8. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

9. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in this Lease Agreement touch and concern the real estate described in this Lease Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Premises, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Leased Premises and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, as applicable, the Parties agree that they shall be enforceable equitable servitudes or as assignable and alienable easements in gross.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

11. Grant of Option to Convert to Easement. Landowner hereby grants Wind Company the exclusive right and option ("Easement Option") to convert this Lease Agreement and any Sublease to an easement agreement or sub-easement (individually either the easement agreement or sub-easement as the case may be is referred to in this Section 30 as the "Subsequent Easement Agreement") as Wind Company may at its sole discretion deem necessary or desirable in connection with the Wind Project or Subsequent Wind Projects during the Term. Landowner shall, within twenty (20) days after written request from Wind Company and its licensed real estate broker, and without demanding any additional consideration, enter into and deliver to Wind Company the requested Subsequent Easement Agreement which shall supersede and replace this Lease Agreement and any applicable Sublease, and contain the same terms and conditions as this Lease Agreement and any applicable Sublease except for any Lease Agreement or applicable Sublease requirements that have been fulfilled by Wind Company or the Sublessee prior to the execution of the Subsequent Easement Agreement and shall (i) be for a term commencing on the date of the exercise of the Easement Option, and continuing for the remaining Term of the Lease Agreement or any applicable Sublease (as the case may be but in no event later than the expiry of the Term), (ii) contain a grant to Wind Company and any applicable Sublessee of access, transmission, communications, utility and other easements consistent with the terms, provisions and easements contained in the Lease Agreement or any applicable Sublease and covering the Leased Premises or any of the Leased Premises that may be sub-leased under an applicable Sublease (iii) enjoy the same priority as this Lease or such Sublease over any lien, encumbrance or other interest created by Landowner; and (iv) be in a form reasonably acceptable to Wind Company and the Sublessee as applicable.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By: William Whitlock

Name: William Whitlock

Title: Executive Vice President, Eastern Region

LANDOWNER:

Straw, Inc., a Maine corporation

By: Joel Fitzpatrick

Name: Joel Fitzpatrick

Title: Pres

11-17-14

Joel



ACKNOWLEDGEMENTS  
FOR LANDOWNER

STATE OF MAINE )  
 ) ss:  
COUNTY OF Aroostook )

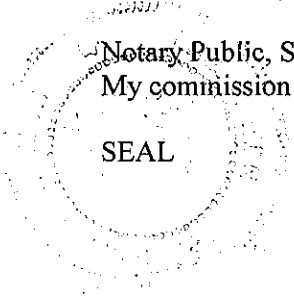
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of Nov,  
2014 by Joel Fitzpatrick the Pres of  
Straw, Inc., a Maine corporation, on behalf of the corporation.

Lora J. Ryan  
(Signature of Notary Public)

LORA J. RYAN  
Notary Public, Maine  
My Commission Expires July 15, 2020

Lora J. Ryan  
Name of Notary Public (printed name)

Notary Public, State of Maine  
My commission expires: July 15, 2020



Joel

ACKNOWLEDGEMENT  
FOR WIND COMPANY

STATE OF TEXAS )  
 ) ss:  
COUNTY OF Harris )

On this 08<sup>th</sup> day of December, 2014, before me personally appeared William Whitlock to me known to me to be the VP, Eastern Region of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

*[Handwritten Signature]*  
Notary Public



*[Handwritten mark]*

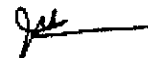
**EXHIBIT A**

**Legal Description of the Property**

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 148.70 ACRES,  
LOCATED IN THE TOWN OF HOULTON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

Warranty Deed from Robert A. Fitzpatrick and Chevala I. Fitzpatrick, husband and wife,  
to Straw, Inc., dated September 2, 2010 and recorded on September 2, 2010 in the  
Southern Aroostook Registry of Deeds in Book 4858, Page 96.

**Tax Map 2, Lot 14, in Houlton, Aroostook County, Maine**

A handwritten signature in black ink, appearing to be 'Jed', with a horizontal line extending to the right.

**EXHIBIT B**

**Legal Description of Leased Premises**

A one hundred seventy foot (170') strip of land out of the following:

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 148.70 ACRES, LOCATED IN THE TOWN OF HOULTON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

Warranty Deed from Robert A. Fitzpatrick and Chevala I. Fitzpatrick, husband and wife, to Straw, Inc., dated September 2, 2010 and recorded on September 2, 2010 in the Southern Aroostook Registry of Deeds in Book 4858, Page 96.

**Tax Map 2, Lot 14, in Houlton, Aroostook County, Maine**

and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

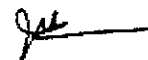
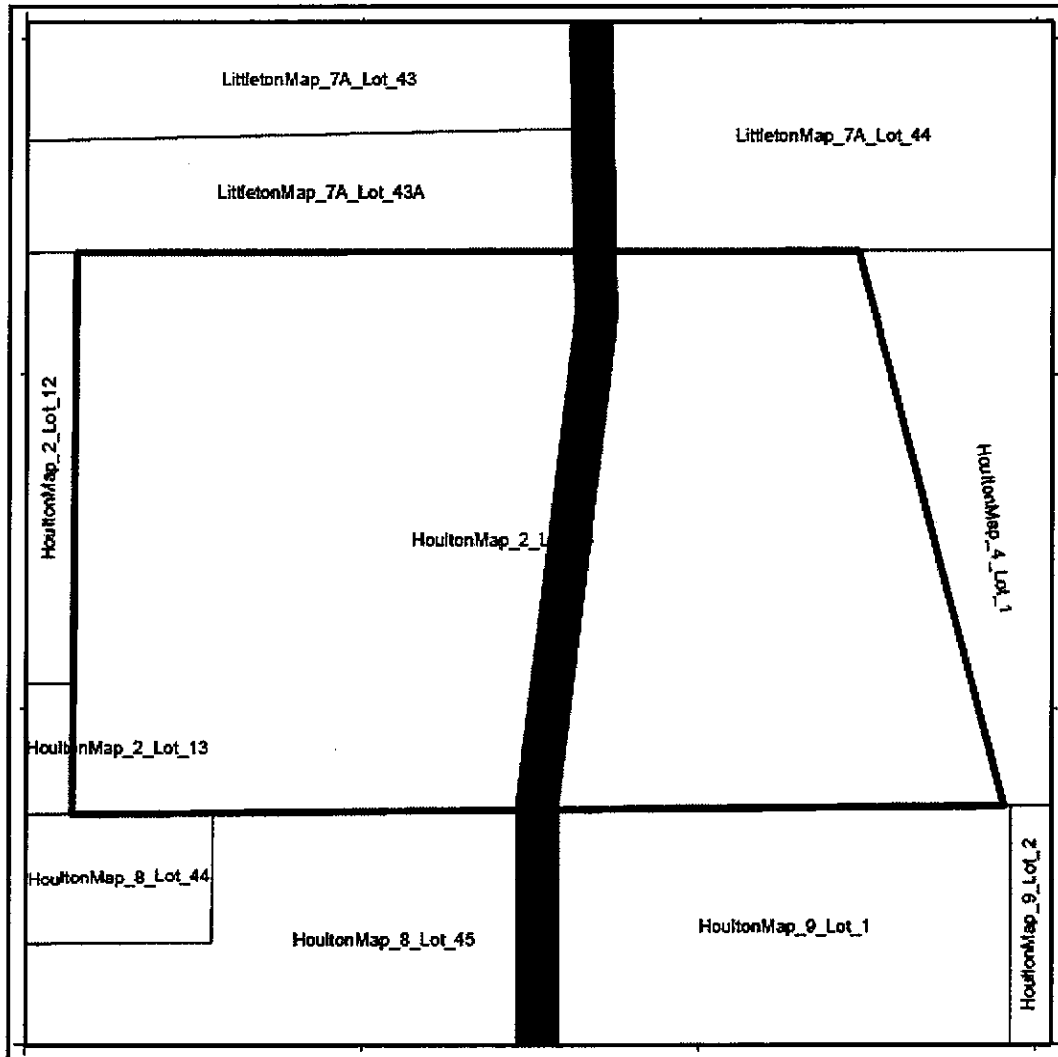


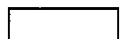


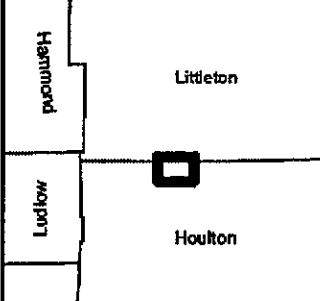
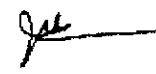


EXHIBIT B-1

Map of Leased Premises



<p><b>Legend</b></p> <ul style="list-style-type: none"> <li> Straw Inc. Parcel</li> <li> Road</li> <li> Parcels</li> <li> Leased Premises*</li> </ul> <p>* Approximate location</p>	<p>Projection: NAD 1983 UTM Zone 19</p> <p>Feet</p> <p>0  1,050</p>	 <p>Hammond</p> <p>Littleton</p> <p>Houlton</p>
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**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

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**MEMORANDUM OF TRANSMISSION LINE LEASE  
AND GRANT OF EASEMENT AND OPTION**

THIS MEMORANDUM OF TRANSMISSION LINE LEASE AND GRANT OF EASEMENT AND OPTION (this "Memorandum"), is made and entered into as of December 08, 2014 (the "Effective Date"), between Leo J. Fitzpatrick and Christy E. Fitzpatrick, husband and wife ("Landowner") whose address is 369 B Road, Houlton, Maine 04730 and Number Nine Wind Farm LLC, a Delaware limited liability company, whose address is 808 Travis, Suite 700, Houston, Texas 77002 ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

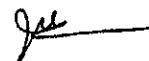
RECITALS

A. Landowner is the owner of a certain tract of real property located in Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landowner and Wind Company entered into that certain Transmission Line Lease and Grant of Easement and Option dated December 08, 2014 (the "Lease Agreement") which affects and burdens a portion of the Property ("Leased Premises"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Wind Company initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Wind Company, its respective successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional Wind Projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").



E. Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease Agreement and of Wind Company's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Agreement.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner on an exclusive basis, the Leased Premises for the following purposes for the benefit of one or more Wind Projects and the Subsequent Wind Projects upon all of the terms and conditions hereinafter set forth herein:

2.1 On, in, along, across and under the Leased Premises, for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, Wind Project Property, Subsequent Wind Projects Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Wind Company may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface; (iii) the right to keep the Leased Premises clear of all brush, trees, timber or other hazards which in Wind Company's reasonable opinion would interfere with the Transmission Facilities or Wind Company's exercise of its rights hereunder; (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property; and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Wind Company deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Wind Company, at its expense, will promptly restore that portion of the Property used by Wind Company for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

2.2 As-Built Leased Premises. Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Leased Premises shall be deemed to be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible as shown in Exhibit B-1. Landowner acknowledges that the general location of the Leased Premises, as described in the Exhibits attached hereto, is based on preliminary mapping only and Landowner hereby agrees that the Lease Agreement shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Landowner agrees to execute an amendment to this Lease Agreement evidencing the legal description of the Leased Premises after completion of the Transmission Facilities, which shall be recorded in the Southern Aroostook Registry of Deeds, Aroostook Maine, at Wind Company's expense.

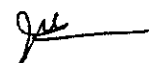
2.3 Overhang. Cross arms of up to fifty-two feet (52') in length may overhang any part of the Leased Premises and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below three feet (3'). The Lease and the Easement include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Lease and the Easement for the purposes permitted in this Lease Agreement.

2.4 Effects Easement. In addition, Landowner hereby grants to Wind Company the following easement for the benefit of one or more Wind Projects and/or Subsequent Wind Projects, the Wind Project Property and the Subsequent Wind Project Property: An easement, right and entitlement (the "Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property; or (b) facilities now or hereafter located on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property.

3. Term. The Lease Agreement term shall, unless otherwise terminated by Wind Company, be for a period of time commencing on the Effective Date and ending on sixty (60) years after the Effective Date (the "Term").

4. Other Provisions. The Lease Agreement is for such additional purposes, and is subject to such additional requirements, restrictions and limitations, as set forth in the Lease Agreement. The Lease Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to rent, conduct of operations, restoration of the Leased Premises, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner, use of the Leased Premises by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Leased Premises, and Wind Company may remove any or all Improvements at any time or from time to time.

7. Force and Effect. The terms, conditions and covenants of the Lease Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and this Memorandum shall not be used for the purpose of interpreting the terms, conditions or covenants of the Lease Agreement. In the event of any conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.





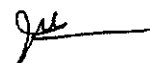
8. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

9. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in this Lease Agreement touch and concern the real estate described in this Lease Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Premises, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Leased Premises and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, as applicable, the Parties agree that they shall be enforceable equitable servitudes or as assignable and alienable easements in gross.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

11. Grant of Option to Convert to Easement. Landowner hereby grants Wind Company the exclusive right and option ("Easement Option") to convert this Lease Agreement and any Sublease to an easement agreement or sub-easement (individually either the easement agreement or sub-easement as the case may be is referred to in this Section 30 as the "Subsequent Easement Agreement") as Wind Company may at its sole discretion deem necessary or desirable in connection with the Wind Project or Subsequent Wind Projects during the Term. Landowner shall, within twenty (20) days after written request from Wind Company and its licensed real estate broker, and without demanding any additional consideration, enter into and deliver to Wind Company the requested Subsequent Easement Agreement which shall supersede and replace this Lease Agreement and any applicable Sublease, and contain the same terms and conditions as this Lease Agreement and any applicable Sublease except for any Lease Agreement or applicable Sublease requirements that have been fulfilled by Wind Company or the Sublessee prior to the execution of the Subsequent Easement Agreement and shall (i) be for a term commencing on the date of the exercise of the Easement Option, and continuing for the remaining Term of the Lease Agreement or any applicable Sublease (as the case may be but in no event later than the expiry of the Term), (ii) contain a grant to Wind Company and any applicable Sublessee of access, transmission, communications, utility and other easements consistent with the terms, provisions and easements contained in the Lease Agreement or any applicable Sublease and covering the Leased Premises or any of the Leased Premises that may be sub-leased under an applicable Sublease (iii) enjoy the same priority as this Lease or such Sublease over any lien, encumbrance or other interest created by Landowner; and (iv) be in a form reasonably acceptable to Wind Company and the Sublessee as applicable.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By: William Whitlock  
Name: William Whitlock  
Title: Executive Vice President, Eastern Region

LANDOWNER:

Leo J. Fitzpatrick  
Leo J. Fitzpatrick

Christy E. Fitzpatrick 12/1/14  
Christy E. Fitzpatrick  
Christy E. Fitzpatrick 12/2/14

Jee

ACKNOWLEDGEMENTS  
FOR LANDOWNER

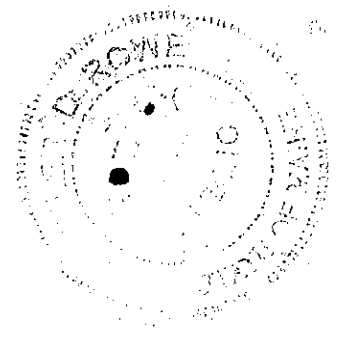
STATE OF MAINE )  
COUNTY OF Arrostock ) ss:

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of November,  
20 14 by Leo J. Fitzpatrick.

[Signature]  
(Signature of Notary Public)

**Tyler D. Rowe**  
Notary Public, State of Maine  
My Commission Expires: 02-14-2021

\_\_\_\_\_  
Name of Notary Public (printed name)  
  
Notary Public, State of Maine  
My commission expires: \_\_\_\_\_



SEAL

STATE OF MAINE CO )  
COUNTY OF Chaffee ) ss:

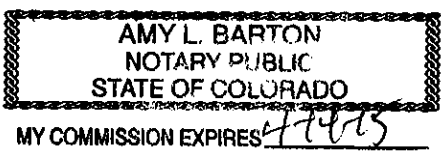
The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of December,  
20 14 by Christy E. Fitzpatrick.

[Signature]  
(Signature of Notary Public)

Amy L Barton  
Name of Notary Public (printed name)

Notary Public, State of Maine  
My commission expires: 4-14-15

SEAL



[Signature]

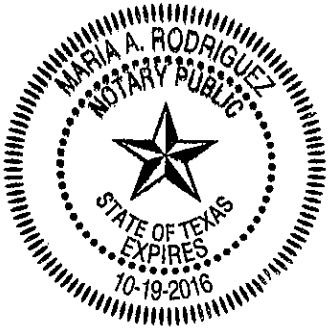
ACKNOWLEDGEMENT  
FOR WIND COMPANY

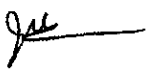
STATE OF Texas )  
 ) ss:  
COUNTY OF Harris )

On this 03 day of December, 2014, before me personally appeared William Whitlock, to me known to me to be the EVP, Eastern Region of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Notary Public





**EXHIBIT A**

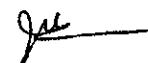
**Legal Description of the Property**

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 86 ACRES,  
LOCATED IN THE TOWN OF HOULTON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

A parcel of land located in the Town of Houlton, more particularly described in the following documents, which are hereby incorporated by reference:

*Warranty Deed* from Kenneth J. Gunkel to Leo J. Fitzpatrick and Christy E. Fitzpatrick, husband and wife, dated July 7, 1988 and recorded on August 16, 1988 in the Southern Aroostook Registry of Deeds in Book 2112, Page 5.

**Tax Map 8, Lot 45, in Houlton, Aroostook County, Maine**

A handwritten signature in black ink, appearing to be 'JAC', followed by a horizontal line.

**EXHIBIT B**

**Legal Description of Leased Premises**

A one hundred seventy foot (170') strip of land out of the following:

A parcel of land located in the Town of Houlton, more particularly described in the following documents, which are hereby incorporated by reference:

*Warranty Deed* from Kenneth J. Gunkel to Leo J. Fitzpatrick and Christy E. Fitzpatrick, husband and wife, dated July 7, 1988 and recorded on August 16, 1988 in the Southern Aroostook Registry of Deeds in Book 2112, Page 5.

**Tax Map 8, Lot 45, in Houlton, Aroostook County, Maine**

and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

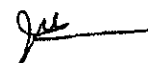
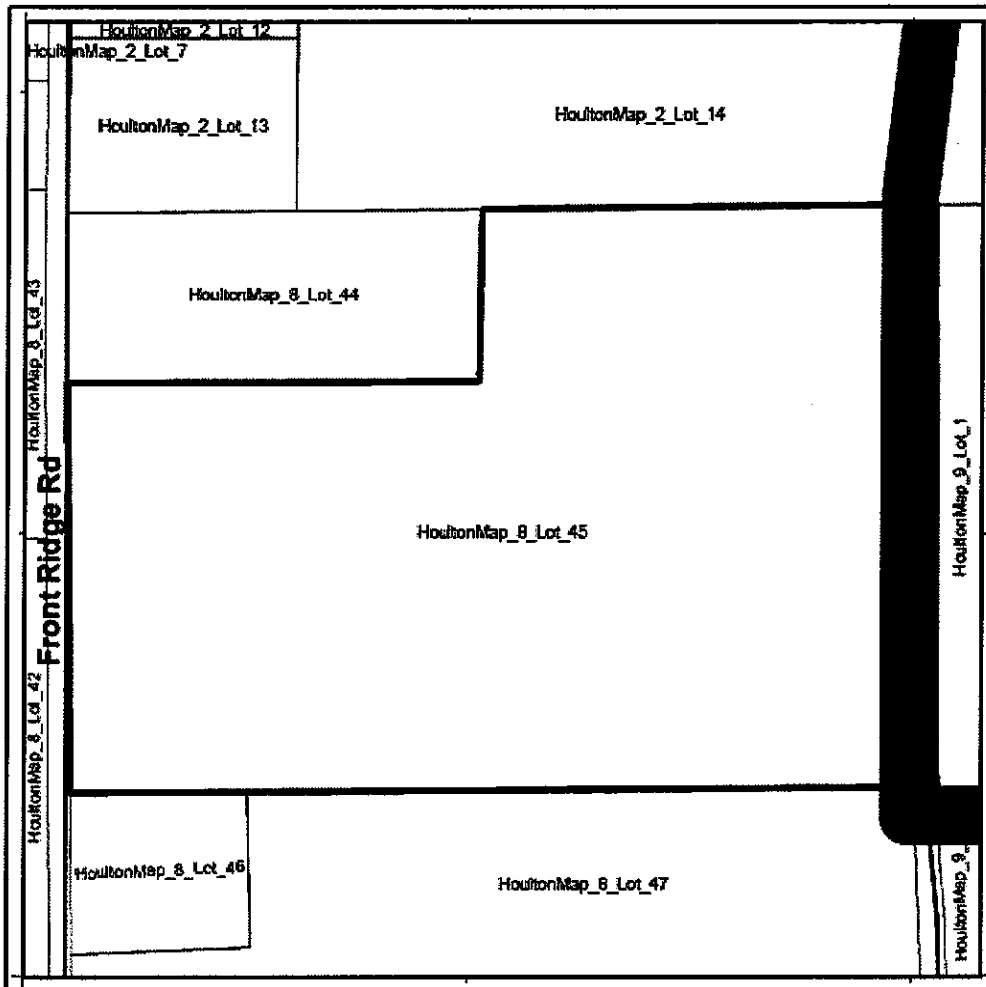





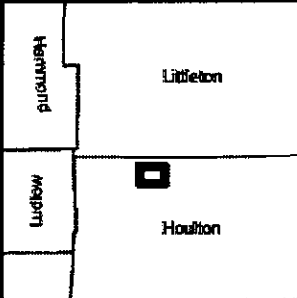
A handwritten signature in black ink, appearing to be 'Jee', with a horizontal line extending to the right.

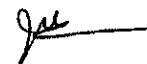
EXHIBIT B-1

Map of Leased Premises



<b>Legend</b>  Fitzpatrick Parcel  Road  Parcels  Leased Premises*  * Approximate location	Projection: NAD 1983 UTM Zone 19  Feet 0  780	 <p>Hermon Ludlow Littleton Houlton</p>
--	--	---

Received  
AROSTOOK SS  
TYLER CLARK, REGISTRAR



**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

---

**MEMORANDUM OF TRANSMISSION LINE LEASE  
AND GRANT OF EASEMENT AND OPTION**

THIS MEMORANDUM OF TRANSMISSION LINE LEASE AND GRANT OF EASEMENT AND OPTION (this "Memorandum"), is made and entered into as of 2nd April, 2015 (the "Effective Date"), between Roberto M. Perez and Kimberly Perez, a/k/a Kimberly Mays De Perez, as joint tenants, ("Landowner") whose address is 872 Greeleys Landing, Dover Foxcroft, Maine 04426 and Number Nine Wind Farm LLC, a Delaware limited liability company, whose address is 808 Travis, Suite 700, Houston, Texas 77002 ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

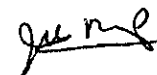
**RECITALS**

A. Landowner is the owner of a certain tract of real property located in Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landowner and Wind Company entered into that certain Transmission Line Lease and Grant of Easement and Option dated 2nd April, 2015 (the "Lease Agreement") which affects and burdens a portion of the Property ("Leased Premises"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Wind Company initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Wind Company, its respective successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional Wind Projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").





E. Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease Agreement and of Wind Company's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Agreement.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner on an exclusive basis, the Leased Premises for the following purposes for the benefit of one or more Wind Projects and the Subsequent Wind Projects upon all of the terms and conditions hereinafter set forth herein:

2.1 On, in, along, across and under the Leased Premises, for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, Wind Project Property, Subsequent Wind Projects Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Wind Company may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface; (iii) the right to keep the Leased Premises clear of all brush, trees, timber or other hazards which in Wind Company's reasonable opinion would interfere with the Transmission Facilities or Wind Company's exercise of its rights hereunder; (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property; and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Wind Company deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Wind Company, at its expense, will promptly restore that portion of the Property used by Wind Company for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

2.2 As-Built Leased Premises. Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Leased Premises shall be deemed to be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible as shown in Exhibit B-1. Landowner acknowledges that the general location of the Leased Premises, as described in the Exhibits attached hereto, is based on preliminary mapping only and Landowner hereby agrees that the Lease Agreement shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Landowner agrees to execute an amendment to this Lease Agreement evidencing the legal description of the Leased Premises after completion of the Transmission Facilities, which shall be recorded in the Southern Aroostook Registry of Deeds, Aroostook Maine, at Wind Company's expense.

2.3 Overhang. Cross arms of up to fifty-two feet (52') in length may overhang any part of the Leased Premises and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below three feet (3'). The Lease and the Easement include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Lease and the Easement for the purposes permitted in this Lease Agreement.

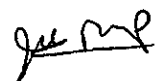
2.4 Effects Easement. In addition, Landowner hereby grants to Wind Company the following easement for the benefit of one or more Wind Projects and/or Subsequent Wind Projects, the Wind Project Property and the Subsequent Wind Project Property: An easement, right and entitlement (the "Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property; or (b) facilities now or hereafter located on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property.

2.5 Restricted Area. Wind Company shall not disturb any Property located outside of four hundred feet (400') of the centerline of the Leased Premises and located outside of fifty feet (50') of the centerline of McSheffry Road identified as the "Restricted Area" on the Restricted Area Map, attached hereto as Exhibit "C" and made a part hereof.

3. Term. The Lease Agreement term shall, unless otherwise terminated by Wind Company, be for a period of time commencing on the Effective Date and ending on sixty (60) years after the Effective Date (the "Term").

4. Other Provisions. The Lease Agreement is for such additional purposes, and is subject to such additional requirements, restrictions and limitations, as set forth in the Lease Agreement. The Lease Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to rent, conduct of operations, restoration of the Leased Premises, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner, use of the Leased Premises by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Leased Premises, and Wind Company may remove any or all Improvements at any time or from time to time.

7. Force and Effect. The terms, conditions and covenants of the Lease Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not



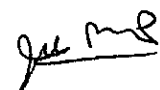
supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and this Memorandum shall not be used for the purpose of interpreting the terms, conditions or covenants of the Lease Agreement. In the event of any conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.

8. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

9. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in this Lease Agreement touch and concern the real estate described in this Lease Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Premises, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Leased Premises and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, as applicable, the Parties agree that they shall be enforceable equitable servitudes or as assignable and alienable easements in gross.

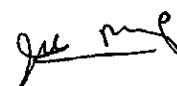
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11. Grant of Option to Convert to Easement. Landowner hereby grants Wind Company the exclusive right and option ("Easement Option") to convert this Lease Agreement and any Sublease to an easement agreement or sub-easement (individually either the easement agreement or sub-easement as the case may be is referred to in this Section 30 as the "Subsequent Easement Agreement") as Wind Company may at its sole discretion deem necessary or desirable in connection with the Wind Project or Subsequent Wind Projects during the Term. Landowner shall, within twenty (20) days after written request from Wind Company and its licensed real estate broker, and without demanding any additional consideration, enter into and deliver to Wind Company the requested Subsequent Easement Agreement which shall supersede and replace this Lease Agreement and any applicable Sublease, and contain the same terms and conditions as this Lease Agreement and any applicable Sublease except for any Lease Agreement or applicable Sublease requirements that have been fulfilled by Wind Company or the Sublessee prior to the execution of the Subsequent Easement Agreement and shall (i) be for a term commencing on the date of the exercise of the Easement Option, and continuing for the remaining Term of the Lease Agreement or any applicable Sublease (as the case may be but in no event later than the expiry of the Term), (ii) contain a grant to Wind Company and any applicable Sublessee of access, transmission, communications, utility and other easements consistent with the terms, provisions and easements contained in the Lease Agreement or any applicable Sublease and covering the Leased Premises or any of the Leased Premises that may be sub-leased under an applicable Sublease (iii) enjoy the same priority as this Lease or such



Sublease over any lien, encumbrance or other interest created by Landowner; and (iv) be in a form reasonably acceptable to Wind Company and the Sublessee as applicable.

[SIGNATURES ON NEXT PAGE]

A handwritten signature in black ink, appearing to read "Joe King", is located in the bottom right corner of the page.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By: [Signature]  
Name: Steve Irvin  
Title: Executive Vice President, Central Region

LANDOWNER:

[Signature]  
Roberto M. Perez

[Signature]  
Kimberly Perez, a/k/a Kimberly Mays De Perez

[Signature]

ACKNOWLEDGEMENTS  
FOR LANDOWNER

STATE OF MAINE )  
 ) ss:  
COUNTY OF Arroostook )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March,  
2015 by **Roberto M. Perez.**

*[Signature]*  
(Signature of Notary Public)

Anne M. McQuade  
Name of Notary Public (printed name)

Notary Public, State of Maine  
My commission expires: \_\_\_\_\_

SEAL ANNE M. McQUADE  
Notary Public, Maine  
My Commission Expires July 10, 2021

STATE OF MAINE )  
 ) ss:  
COUNTY OF Arroostook )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March,  
2015 by **Kimberly Perez, a/k/a Kimberly Mays De Perez.**

*[Signature]*  
(Signature of Notary Public)

Anne M. McQuade  
Name of Notary Public (printed name)

Notary Public, State of Maine  
My commission expires: \_\_\_\_\_

SEAL ANNE M. McQUADE  
Notary Public, Maine  
My Commission Expires July 10, 2021

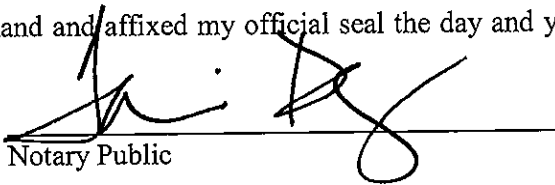
*[Handwritten Signature]*

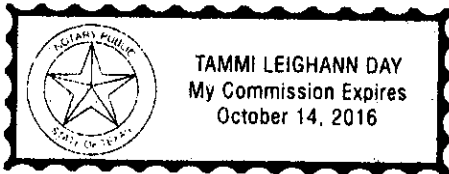
ACKNOWLEDGEMENT  
FOR WIND COMPANY

STATE OF Texas )  
COUNTY OF Harris ) ss:

On this 2nd day of April, 2015, before me personally appeared Steve Irwin to me known to me to be the Executive V.P. of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Notary Public



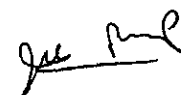


EXHIBIT A

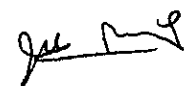
Legal Description of the Property

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 57.43 ACRES,  
LOCATED IN THE TOWN OF HOULTON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

A parcel of land located in the Town of Houlton, more particularly described in the following documents, which are hereby incorporated by reference:

*Warranty Deed* from Raymond D. Dow and Gregory A. Dow to Roberto M. Perez, Kimberly Mays De Perez dated March 16, 2015 and recorded on March 19, 2015 in the Southern Aroostook Registry of Deeds in Book 5405, Page 23 in the Southern Aroostook Registry of Deeds.

**Houlton Map 8 Lot 47A, in Houlton, Aroostook County, Maine**

A handwritten signature in black ink, appearing to be "J. M. P.", located in the bottom right corner of the page.



**EXHIBIT B**

**Legal Description of Leased Premises**

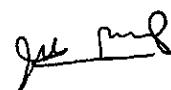
A one hundred seventy foot (170') strip of land out of the following:

A parcel of land located in the Town of Houlton, more particularly described in the following documents, which are hereby incorporated by reference:

*Warranty Deed* from Raymond D. Dow and Gregory A. Dow to Roberto M. Perez, Kimberly Mays De Perez dated March 16, 2015 and recorded on March 19, 2015 in the Southern Aroostook Registry of Deeds in Book 5405, Page 23 in the Southern Aroostook Registry of Deeds.

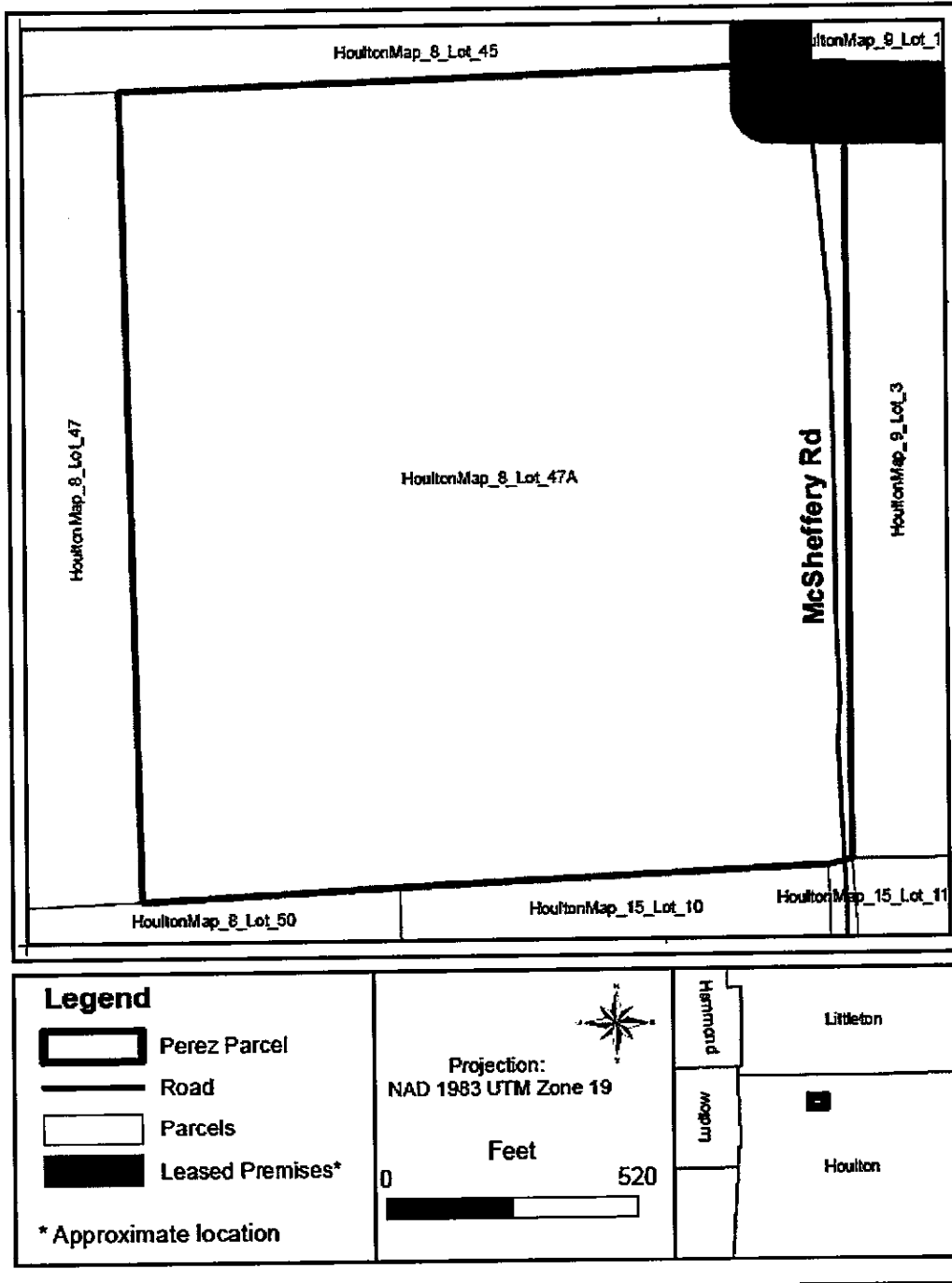
**Houlton Map 8 Lot 47A, in Houlton, Aroostook County, Maine**

and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

A handwritten signature in black ink, appearing to be "J. M. P.", located in the bottom right corner of the page.

**EXHIBIT B-1**

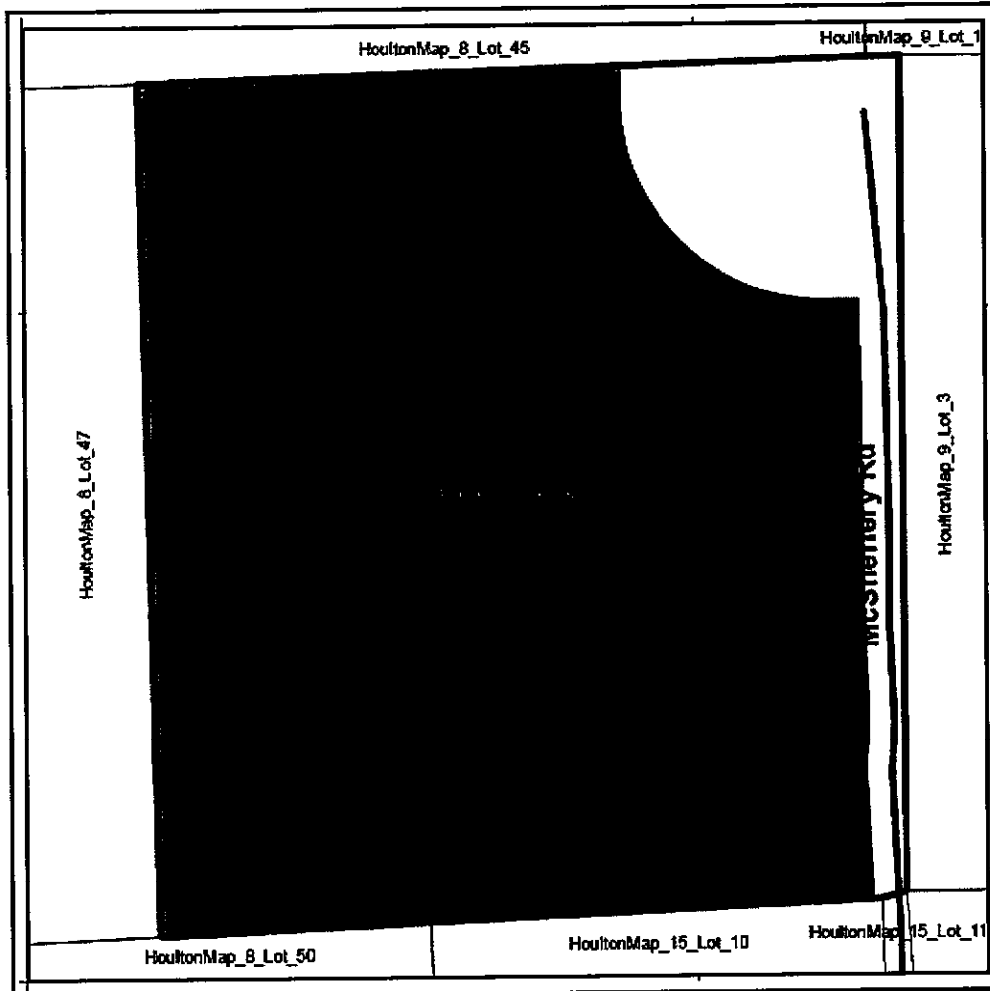
**Map of Leased Premises**








*John [Signature]*

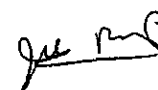
EXHIBIT C

Map of Restricted Area



<p><b>Legend</b></p> <ul style="list-style-type: none"> <li> Perez Parcel</li> <li> Restricted Area*</li> <li> Roads</li> <li> Parcels</li> </ul> <p>* Approximate location</p>	<p>Projection: NAD 1983 State Plane ME East</p> <p>Feet</p> <p>0  520</p>	<p>Hemlock</p> <p>Littleton</p> <p>Ludlow</p> <p>Houlton</p>
---	--	--

Received  
AROSTOOK SS  
TYLER CLARK, REGISTRAR



AFTER RECORDED MAIL TO:

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

---

MEMORANDUM OF TRANSMISSION LINE LEASE  
AND GRANT OF EASEMENT AND OPTION

THIS MEMORANDUM OF TRANSMISSION LINE LEASE AND GRANT OF EASEMENT AND OPTION (this "Memorandum"), is made and entered into as of January 16, 2015 (the "Effective Date"), between Herbert C. Haynes, Inc., a Maine corporation ("Landowner") whose address is P.O. Box 96, Winn, Maine 04495, and Number Nine Wind Farm LLC, a Delaware limited liability company, whose address is 808 Travis, Suite 700, Houston, Texas 77002 ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

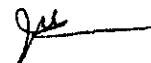
RECITALS

A. Landowner is the owner of a certain tract of real property located in Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landowner and Wind Company entered into that certain Transmission Line Lease and Grant of Easement and Option dated January 16, 2015 (the "Lease Agreement") which affects and burdens a portion of the Property ("Leased Premises"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Wind Company initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Wind Company, its respective successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional Wind Projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").



E. Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease Agreement and of Wind Company's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Agreement.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner on an exclusive basis, the Leased Premises for the following purposes for the benefit of one or more Wind Projects and the Subsequent Wind Projects upon all of the terms and conditions hereinafter set forth herein:

2.1 On, in, along, across and under the Leased Premises, for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, Wind Project Property, Subsequent Wind Projects Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Wind Company may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface; (iii) the right to keep the Leased Premises clear of all brush, trees, timber or other hazards which in Wind Company's reasonable opinion would interfere with the Transmission Facilities or Wind Company's exercise of its rights hereunder; (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property; and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Wind Company deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Wind Company, at its expense, will promptly restore that portion of the Property used by Wind Company for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

2.2 As-Built Leased Premises. Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Leased Premises shall be deemed to be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible as shown in Exhibit B-1. Landowner acknowledges that the general location of the Leased Premises, as described in the Exhibits attached hereto, is based on preliminary mapping only and Landowner hereby agrees that the Lease Agreement shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Landowner agrees to execute an amendment to this Lease Agreement evidencing the legal description of the Leased Premises after completion of the Transmission Facilities, which shall be recorded in the Southern Aroostook Registry of Deeds, Aroostook Maine, at Wind Company's expense.

2.3 Overhang. Cross arms of up to fifty-two feet (52') in length may overhang any part of the Leased Premises and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below three feet (3'). The Lease and the Easement include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Lease and the Easement for the purposes permitted in this Lease Agreement.

2.4 Effects Easement. In addition, Landowner hereby grants to Wind Company the following easement for the benefit of one or more Wind Projects and/or Subsequent Wind Projects, the Wind Project Property and the Subsequent Wind Project Property: An easement, right and entitlement (the "Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property; or (b) facilities now or hereafter located on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property.

3. Term. The Lease Agreement term shall, unless otherwise terminated by Wind Company, be for a period of time commencing on the Effective Date and ending on sixty (60) years after the Effective Date (the "Term").

4. Other Provisions. The Lease Agreement is for such additional purposes, and is subject to such additional requirements, restrictions and limitations, as set forth in the Lease Agreement. The Lease Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to rent, conduct of operations, restoration of the Leased Premises, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner, use of the Leased Premises by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Leased Premises, and Wind Company may remove any or all Improvements at any time or from time to time.

7. Force and Effect. The terms, conditions and covenants of the Lease Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and this Memorandum shall not be used for the purpose of interpreting the terms, conditions or covenants of the Lease Agreement. In the event of any conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.

8. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

9. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in this Lease Agreement touch and concern the real estate described in this Lease Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Premises, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Leased Premises and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, as applicable, the Parties agree that they shall be enforceable equitable servitudes or as assignable and alienable easements in gross.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

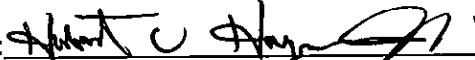
11. Grant of Option to Convert to Easement. Landowner hereby grants Wind Company the exclusive right and option ("Easement Option") to convert this Lease Agreement and any Sublease to an easement agreement or sub-easement (individually either the easement agreement or sub-easement as the case may be is referred to in this Section 30 as the "Subsequent Easement Agreement") as Wind Company may at its sole discretion deem necessary or desirable in connection with the Wind Project or Subsequent Wind Projects during the Term. Landowner shall, within twenty (20) days after written request from Wind Company and its licensed real estate broker, and without demanding any additional consideration, enter into and deliver to Wind Company the requested Subsequent Easement Agreement which shall supersede and replace this Lease Agreement and any applicable Sublease, and contain the same terms and conditions as this Lease Agreement and any applicable Sublease except for any Lease Agreement or applicable Sublease requirements that have been fulfilled by Wind Company or the Sublessee prior to the execution of the Subsequent Easement Agreement and shall (i) be for a term commencing on the date of the exercise of the Easement Option, and continuing for the remaining Term of the Lease Agreement or any applicable Sublease (as the case may be but in no event later than the expiry of the Term), (ii) contain a grant to Wind Company and any applicable Sublessee of access, transmission, communications, utility and other easements consistent with the terms, provisions and easements contained in the Lease Agreement or any applicable Sublease and covering the Leased Premises or any of the Leased Premises that may be sub-leased under an applicable Sublease (iii) enjoy the same priority as this Lease or such Sublease over any lien, encumbrance or other interest created by Landowner; and (iv) be in a form reasonably acceptable to Wind Company and the Sublessee as applicable.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.


WIND COMPANY:

Herbert C. Haynes, Inc., a Maine corporation

By:   
Name: HERBERT C HAYNES JR.  
Title: PRESIDENT

LANDOWNER:

Number Nine Wind Farm LLC, a Delaware limited liability company

By:   
Name: Katie Chapman  
Title: Project Manager

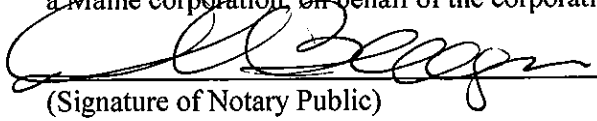




ACKNOWLEDGEMENTS  
FOR LANDOWNER

STATE OF MAINE )  
 ) ss:  
COUNTY OF Penobscot )

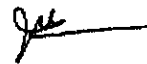
The foregoing instrument was acknowledged before me this 16th day of January,  
2015 by Herbert C. Haynes, Jr., the President of of Herbert C. Haynes, Inc.,  
a Maine corporation, on behalf of the corporation.

  
(Signature of Notary Public)

Dean A. Beaupre  
Name of Notary Public (printed name) Attorney at Law

Notary Public, State of Maine  
My commission expires: \_\_\_\_\_

SEAL

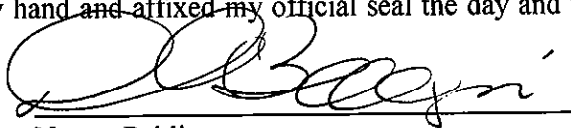


ACKNOWLEDGEMENT  
FOR WIND COMPANY

STATE OF Maine ~~Pendscot~~ )  
COUNTY OF Pendscot ) ss:

On this 16th day of January, 2016, before me personally appeared Katie Chapman to me known to me to be the Project Manager of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
\_\_\_\_\_  
Notary Public  
Dean A. Beaupain  
Attorney at Law



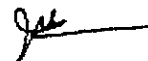
**EXHIBIT A**

**Legal Description of the Property**

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 96 ACRES, LOCATED IN THE TOWN OF HOULTON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

Quitclaim Deed from Great Northern Nekoosa Corporation, a corporation duly organized and existing under the laws of the State of Maine to Herbert C. Haynes, Inc., a corporation duly organized and existing under the laws of the State of Maine, dated March 30, 1988 and recorded on April 11, 1988 in the Southern Registry of Deeds in Book 2070, Page 256.

**Tax Map 9, Lot 3 in Houlton, Aroostook County, Maine**



**EXHIBIT B**


**Legal Description of Leased Premises**

A one hundred seventy foot (170') strip of land out of the following:

Quitclaim Deed from Great Northern Nekoosa Corporation, a corporation duly organized and existing under the laws of the State of Maine to Herbert C. Haynes, Inc., a corporation duly organized and existing under the laws of the State of Maine, dated March 30, 1988 and recorded on April 11, 1988 in the Southern Registry of Deeds in Book 2070, Page 256.

**Tax Map 9, Lot 3 in Houlton, Aroostook County, Maine**

and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.



**Exhibit B-1**  
**Map of Leased Premises**



<p><b>Legend</b></p> <p> Haynes Parcel</p> <p> 170 ft Easement</p> <p> Parcels</p> <p>* Approximate location</p>	<p>Projection: NAD 1983 UTM Zone 19</p> <p>Feet</p> <p>0  800</p>	Hammond	Littleton
		Ludlow	
		New Limerick	Houlton
		Linneus	Hodgdon

Received  
AROOSTOOK SS  
TYLER CLARK, REGISTRAR  
MASTER Number Nine Transmission Line Lease - 1-13-15 - Timber  
Town of Houlton Tax Map 9, Lot 3, Aroostook County, Maine

*Jul* 19

**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

**MEMORANDUM OF TRANSMISSION LINE LEASE  
AND GRANT OF EASEMENT AND OPTION**

THIS MEMORANDUM OF TRANSMISSION LINE LEASE AND GRANT OF EASEMENT AND OPTION (this "Memorandum"), is made and entered into as of January 20, 2015 (the "Effective Date"), between Richard Gogan and JoAnne Gogan, a/k/a Joan Gogan, husband and wife as joint tenants ("Landowner") whose address is 86 Gogan Dr., Houlton, Maine 04730 and Number Nine Wind Farm LLC, a Delaware limited liability company, whose address is 808 Travis, Suite 700, Houston, Texas 77002 ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

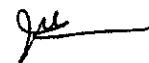
RECITALS

A. Landowner is the owner of a certain tract of real property located in Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landowner and Wind Company entered into that certain Transmission Line Lease and Grant of Easement and Option dated January 20, 2015 (the "Lease Agreement") which affects and burdens a portion of the Property ("Leased Premises"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Wind Company initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Wind Company, its respective successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional Wind Projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").



E. Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease Agreement and of Wind Company's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Agreement.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner on an exclusive basis, the Leased Premises for the following purposes for the benefit of one or more Wind Projects and the Subsequent Wind Projects upon all of the terms and conditions hereinafter set forth herein:

2.1 On, in, along, across and under the Leased Premises, for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, Wind Project Property, Subsequent Wind Projects Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Wind Company may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface; (iii) the right to keep the Leased Premises clear of all brush, trees, timber or other hazards which in Wind Company's reasonable opinion would interfere with the Transmission Facilities or Wind Company's exercise of its rights hereunder; (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property; and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Wind Company deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Wind Company, at its expense, will promptly restore that portion of the Property used by Wind Company for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

2.2 As-Built Leased Premises. Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Leased Premises shall be deemed to be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible as shown in Exhibit B-1. Landowner acknowledges that the general location of the Leased Premises, as described in the Exhibits attached hereto, is based on preliminary mapping only and Landowner hereby agrees that the Lease Agreement shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Landowner agrees to execute an amendment to this Lease Agreement evidencing the legal description of the Leased Premises after completion of the Transmission Facilities, which shall be recorded in the Southern Aroostook Registry of Deeds, Aroostook Maine, at Wind Company's expense.

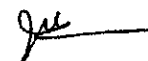
2.3 Overhang. Cross arms of up to fifty-two feet (52') in length may overhang any part of the Leased Premises and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below three feet (3'). The Lease and the Easement include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Lease and the Easement for the purposes permitted in this Lease Agreement.

2.4 Effects Easement. In addition, Landowner hereby grants to Wind Company the following easement for the benefit of one or more Wind Projects and/or Subsequent Wind Projects, the Wind Project Property and the Subsequent Wind Project Property: An easement, right and entitlement (the "Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property; or (b) facilities now or hereafter located on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property.

3. Term. The Lease Agreement term shall, unless otherwise terminated by Wind Company, be for a period of time commencing on the Effective Date and ending on sixty (60) years after the Effective Date (the "Term").

4. Other Provisions. The Lease Agreement is for such additional purposes, and is subject to such additional requirements, restrictions and limitations, as set forth in the Lease Agreement. The Lease Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to rent, conduct of operations, restoration of the Leased Premises, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner, use of the Leased Premises by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Leased Premises, and Wind Company may remove any or all Improvements at any time or from time to time.

7. Force and Effect. The terms, conditions and covenants of the Lease Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and this Memorandum shall not be used for the purpose of interpreting the terms, conditions or covenants of the Lease Agreement. In the event of any conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.





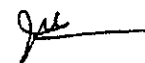
8. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

9. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in this Lease Agreement touch and concern the real estate described in this Lease Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Premises, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Leased Premises and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, as applicable, the Parties agree that they shall be enforceable equitable servitudes or as assignable and alienable easements in gross.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

11. Grant of Option to Convert to Easement. Landowner hereby grants Wind Company the exclusive right and option ("Easement Option") to convert this Lease Agreement and any Sublease to an easement agreement or sub-easement (individually either the easement agreement or sub-easement as the case may be is referred to in this Section 30 as the "Subsequent Easement Agreement") as Wind Company may at its sole discretion deem necessary or desirable in connection with the Wind Project or Subsequent Wind Projects during the Term. Landowner shall, within twenty (20) days after written request from Wind Company and its licensed real estate broker, and without demanding any additional consideration, enter into and deliver to Wind Company the requested Subsequent Easement Agreement which shall supersede and replace this Lease Agreement and any applicable Sublease, and contain the same terms and conditions as this Lease Agreement and any applicable Sublease except for any Lease Agreement or applicable Sublease requirements that have been fulfilled by Wind Company or the Sublessee prior to the execution of the Subsequent Easement Agreement and shall (i) be for a term commencing on the date of the exercise of the Easement Option, and continuing for the remaining Term of the Lease Agreement or any applicable Sublease (as the case may be but in no event later than the expiry of the Term), (ii) contain a grant to Wind Company and any applicable Sublessee of access, transmission, communications, utility and other easements consistent with the terms, provisions and easements contained in the Lease Agreement or any applicable Sublease and covering the Leased Premises or any of the Leased Premises that may be sub-leased under an applicable Sublease (iii) enjoy the same priority as this Lease or such Sublease over any lien, encumbrance or other interest created by Landowner; and (iv) be in a form reasonably acceptable to Wind Company and the Sublessee as applicable.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By: William Whitlock

Name: William Whitlock

Title: Executive Vice President, Eastern Region

LANDOWNER:

Richard M. Gogan  
Richard Gogan

Joan Gogan  
JoAnne Gogan, a/k/a Joan Gogan

Joan

ACKNOWLEDGEMENTS  
FOR LANDOWNER

STATE OF MAINE )  
 ) ss:  
COUNTY OF Arroostook )

The foregoing instrument was acknowledged before me this 8th day of January, 2014 by **Richard Gogan**.

[Signature]  
(Signature of Notary Public)

Anne M. McQuade  
Name of Notary Public (printed name)

Notary Public, State of Maine  
My commission expires: \_\_\_\_\_ **ANNE M. McQUADE**  
Notary Public, Maine  
My Commission Expires July 10, 2021

SEAL

STATE OF MAINE )  
 ) ss:  
COUNTY OF Arroostook )

The foregoing instrument was acknowledged before me this 8th day of January, 2014 by **JoAnne Gogan, a/k/a Joan Gogan**.

[Signature]  
(Signature of Notary Public)

Anne M. McQuade  
Name of Notary Public (printed name)

Notary Public, State of Maine  
My commission expires: \_\_\_\_\_ **ANNE M. McQUADE**  
Notary Public, Maine  
My Commission Expires July 10, 2021

SEAL

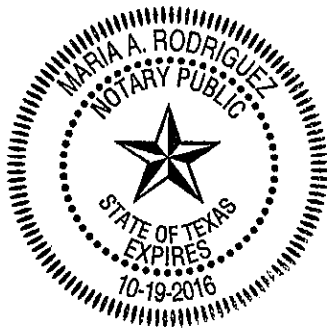
[Signature]

ACKNOWLEDGEMENT  
FOR WIND COMPANY

STATE OF Texas )  
 ) ss:  
COUNTY OF Harris )

On this 20<sup>th</sup> day of January, 2015 before me personally appeared \_\_\_\_\_  
William Whitlock, to me known to me to be the VP, Eastern Region  
\_\_\_\_\_ of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that  
executed the within and foregoing instrument, and acknowledged said instrument to be the free and  
voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated  
that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year  
first above written.



[Signature]  
Notary Public

**EXHIBIT A**

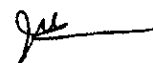
**Legal Description of the Property**

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 96 ACRES,  
LOCATED IN THE TOWN OF HOULTON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

A parcel of land located in the Town of Houlton, more particularly described in the following documents, which are hereby incorporated by reference:

Warranty Deed from Joann Gentle to Richard Gogan and JoAnne Gogan, husband and wife as joint tenants, dated July 23, 1986 and recorded on July 23, 1986 in the Southern Aroostook Registry of Deeds in Book 1909, Page 72.

**Tax Map 15, Lot 11, in Houlton, Aroostook County, Maine**

A handwritten signature in black ink, appearing to be 'JAL', with a horizontal line extending to the right.

**EXHIBIT B**

**Legal Description of Leased Premises**

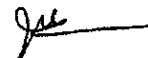
A one hundred seventy foot (170') strip of land out of the following:

A parcel of land located in the Town of Houlton, more particularly described in the following documents, which are hereby incorporated by reference:

Warranty Deed from Joann Gentle to Richard Gogan and JoAnne Gogan, husband and wife as joint tenants, dated July 23, 1986 and recorded on July 23, 1986 in the Southern Aroostook Registry of Deeds in Book 1909, Page 72.

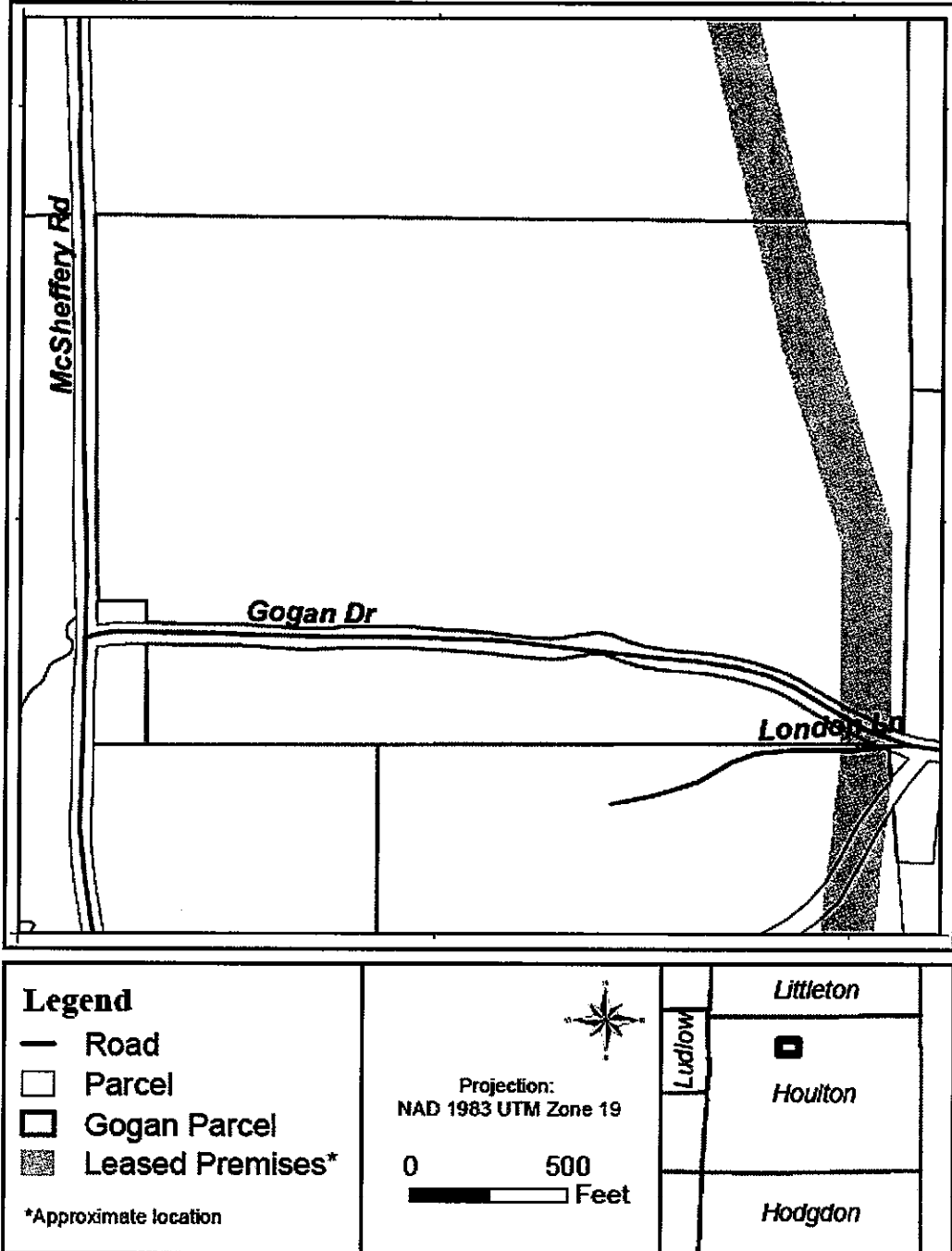
**Tax Map 15, Lot 11, in Houlton, Aroostook County, Maine**

and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

A handwritten signature in black ink, appearing to be 'JAL', with a horizontal line extending to the right.

**EXHIBIT B-1**

**Map of Leased Premises**



Received  
AROOSTOOK SS  
TYLER CLARK, REGISTRAR  
Memo of Transmission Line Lease 7-23-14

**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

**MEMORANDUM OF TRANSMISSION LINE LEASE  
AND GRANT OF EASEMENT AND OPTION**

THIS MEMORANDUM OF TRANSMISSION LINE LEASE AND GRANT OF EASEMENT AND OPTION (this "Memorandum"), is made and entered into as of December 17<sup>th</sup>, 2014 (the "Effective Date"), between Dickison & London, Inc., a Maine corporation ("Landowner") whose address is 175 Bangor St., Houlton, Maine 04730-9431, and Number Nine Wind Farm LLC, a Delaware limited liability company, whose address is 808 Travis, Suite 700, Houston, Texas 77002 ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

A. Landowner is the owner of a certain tract of real property located in Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landowner and Wind Company entered into that certain Transmission Line Lease and Grant of Easement and Option dated December 17<sup>th</sup>, 2014 (the "Lease Agreement") which affects and burdens a portion of the Property ("Leased Premises"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Wind Company initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Wind Company, its respective successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional Wind Projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").



E. Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease Agreement and of Wind Company's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Agreement.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner on an exclusive basis, the Leased Premises for the following purposes for the benefit of one or more Wind Projects and the Subsequent Wind Projects upon all of the terms and conditions hereinafter set forth herein:

2.1 On, in, along, across and under the Leased Premises, for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, Wind Project Property, Subsequent Wind Projects Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Wind Company may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface; (iii) the right to keep the Leased Premises clear of all brush, trees, timber or other hazards which in Wind Company's reasonable opinion would interfere with the Transmission Facilities or Wind Company's exercise of its rights hereunder; (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property; and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Wind Company deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Wind Company, at its expense, will promptly restore that portion of the Property used by Wind Company for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

2.2 As-Built Leased Premises. Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Leased Premises shall be deemed to be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible as shown in Exhibit B-1. Landowner acknowledges that the general location of the Leased Premises, as described in the Exhibits attached hereto, is based on preliminary mapping only and Landowner hereby agrees that the Lease Agreement shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Landowner agrees to execute an amendment to this Lease Agreement evidencing the legal description of the Leased Premises after completion of the Transmission Facilities, which shall be recorded in the Southern Aroostook Registry of Deeds, Aroostook Maine, at Wind Company's expense.

2.3 Overhang. Cross arms of up to fifty-two feet (52') in length may overhang any part of the Leased Premises and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below three feet (3'). The Lease and the Easement include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Lease and the Easement for the purposes permitted in this Lease Agreement.

2.4 Effects Easement. In addition, Landowner hereby grants to Wind Company the following easement for the benefit of one or more Wind Projects and/or Subsequent Wind Projects, the Wind Project Property and the Subsequent Wind Project Property: An easement, right and entitlement (the "Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property; or (b) facilities now or hereafter located on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property.

3. Term. The Lease Agreement term shall, unless otherwise terminated by Wind Company, be for a period of time commencing on the Effective Date and ending on sixty (60) years after the Effective Date (the "Term"). If the Commencement of the Construction and the payment pursuant to paragraph 2.3 of the Lease Agreement has not occurred on or before the third (3<sup>rd</sup>) anniversary of the Effective Date ("Termination Date"), then the Lease Agreement shall terminate unless Wind Company has elected to extend the Termination Date as provided therein, Wind Company shall have the right to extend the Termination Date for five (5) consecutive one (1) year periods upon payment to the Landowner pursuant to Section 2.3.1 of the Lease Agreement.

4. Other Provisions. The Lease Agreement is for such additional purposes, and is subject to such additional requirements, restrictions and limitations, as set forth in the Lease Agreement. The Lease Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to rent, conduct of operations, restoration of the Leased Premises, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner, use of the Leased Premises by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Leased Premises, and Wind Company may remove any or all Improvements at any time or from time to time.

7. Force and Effect. The terms, conditions and covenants of the Lease Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not

supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and this Memorandum shall not be used for the purpose of interpreting the terms, conditions or covenants of the Lease Agreement. In the event of any conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.

8. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

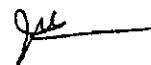
9. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in this Lease Agreement touch and concern the real estate described in this Lease Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Premises, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Leased Premises and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, as applicable, the Parties agree that they shall be enforceable equitable servitudes or as assignable and alienable easements in gross.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

11. Grant of Option to Convert to Easement. Landowner hereby grants Wind Company the exclusive right and option ("Easement Option") to convert this Lease Agreement and any Sublease to an easement agreement or sub-easement (individually either the easement agreement or sub-easement as the case may be is referred to in this Section 30 as the "Subsequent Easement Agreement") as Wind Company may at its sole discretion deem necessary or desirable in connection with the Wind Project or Subsequent Wind Projects during the Term. Landowner shall, within twenty (20) days after written request from Wind Company and its licensed real estate broker, and without demanding any additional consideration, enter into and deliver to Wind Company the requested Subsequent Easement Agreement which shall supersede and replace this Lease Agreement and any applicable Sublease, and contain the same terms and conditions as this Lease Agreement and any applicable Sublease except for any Lease Agreement or applicable Sublease requirements that have been fulfilled by Wind Company or the Sublessee prior to the execution of the Subsequent Easement Agreement and shall (i) be for a term commencing on the date of the exercise of the Easement Option, and continuing for the remaining Term of the Lease Agreement or any applicable Sublease (as the case may be but in no event later than the expiry of the Term), (ii) contain a grant to Wind Company and any applicable Sublessee of access, transmission, communications, utility and other easements consistent with the terms, provisions and easements contained in the Lease Agreement or any applicable Sublease and covering the Leased Premises or any of the Leased Premises that may be sub-leased under an applicable Sublease (iii) enjoy the same priority as this Lease or such Sublease over any lien, encumbrance or other interest created by Landowner; and (iv) be in a form

reasonably acceptable to Wind Company and the Sublessee as applicable.

**[SIGNATURES ON NEXT PAGE]**

A handwritten signature in black ink, appearing to be the initials 'JL' followed by a horizontal line.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By: Batie Chapman  
Name: Batie Chapman  
Title: Project Manager

LANDOWNER:

Dickison & London, Inc., a Maine corporation

By: Jerry London  
Name: Jerry London  
Title: Clerk

JL

1

ACKNOWLEDGEMENTS  
FOR LANDOWNER

STATE OF MAINE )  
 ) ss:  
COUNTY OF Arrostock )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2014 by Jerry London, the Clerk of **Dickison & London, Inc.**, a Maine corporation, on behalf of the corporation.

Stephen D. Nelson  
(Signature of Notary Public)  
**STEPHEN D. NELSON**  
Notary Public, Maine  
My Commission Expires September 13, 2016

\_\_\_\_\_  
Name of Notary Public (printed name)  
  
Notary Public, State of Maine  
My commission expires: \_\_\_\_\_

SEAL

JL

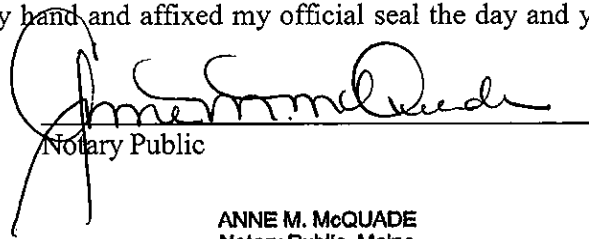
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ACKNOWLEDGEMENT  
FOR WIND COMPANY

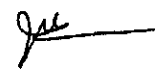
STATE OF Maine )  
COUNTY OF Arroostook ) ss:

On this 17th day of December, 2014, before me personally appeared Ratie Chapman, to me known to me to be the Project Manager of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Notary Public

ANNE M. McQUADE  
Notary Public, Maine  
My Commission Expires July 10, 2021



**EXHIBIT A**

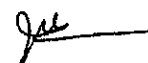
**Legal Description of the Property**

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 76 ACRES, LOCATED IN THE TOWN OF HOULTON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

A parcel of land located in the Town of Houlton, more particularly described in the following documents, which are hereby incorporated by reference:

*Warranty Deed* from County Drilling & Testing, Inc., a Maine corporation, to Dickison & London, Inc., a Maine corporation, dated September 12, 1986 and recorded on September 17, 1986 in the Southern Aroostook Registry of Deeds in Book 1925, Page 144.

**Tax Map 15, Lot 14, in Houlton, Aroostook County, Maine**



1



**EXHIBIT B**

**Legal Description of Leased Premises**

A one hundred seventy foot (170') strip of land out of the following:

A parcel of land located in the Town of Houlton, more particularly described in the following documents, which are hereby incorporated by reference:

*Warranty Deed* from County Drilling & Testing, Inc., a Maine corporation, to Dickison & London, Inc., a Maine corporation, dated September 12, 1986 and recorded on September 17, 1986 in the Southern Aroostook Registry of Deeds in Book 1925, Page 144.

**Tax Map 15, Lot 14, in Houlton, Aroostook County, Maine**

and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

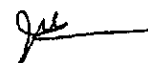
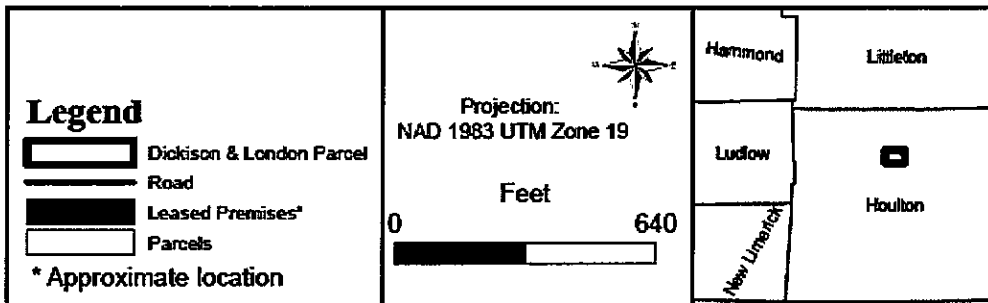
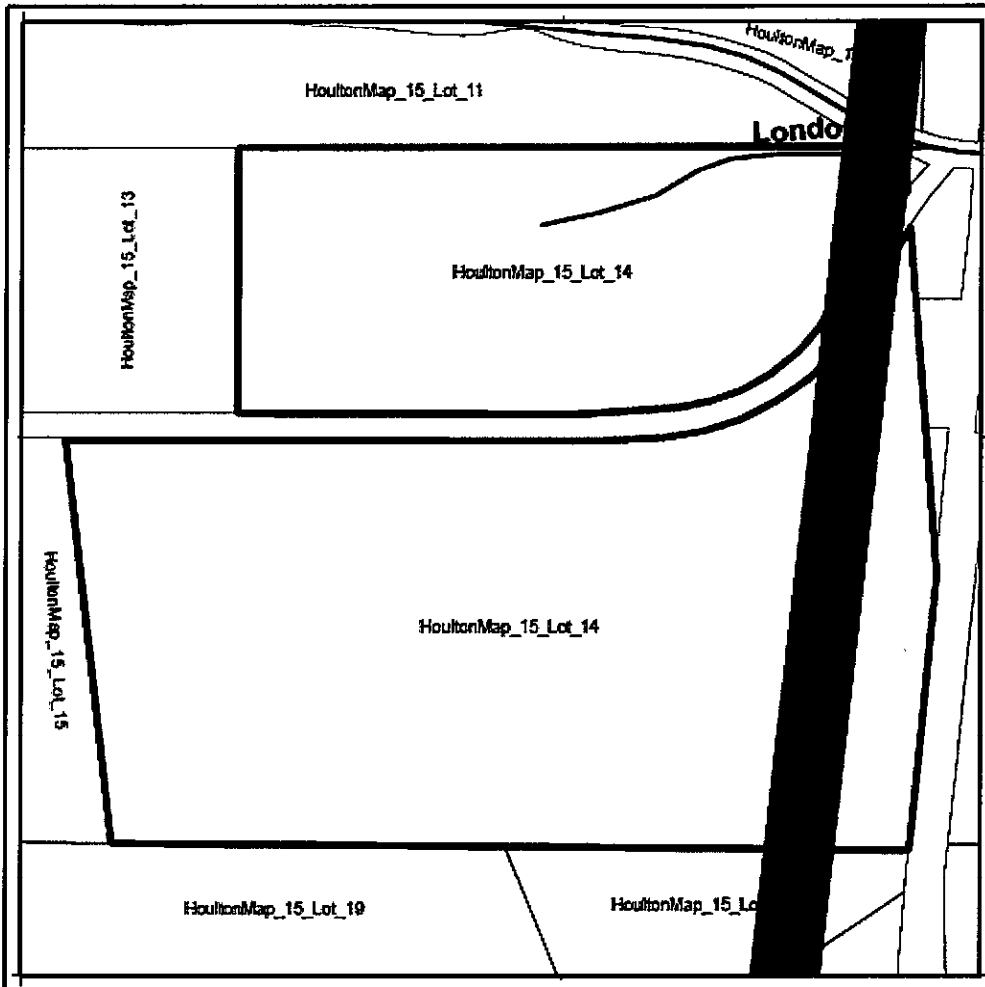
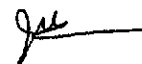


EXHIBIT B-1

Map of Leased Premises



Received  
AROOSTOOK SS  
TYLER CLARK, REGISTRAR



**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

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**MEMORANDUM OF TRANSMISSION LINE LEASE  
AND GRANT OF EASEMENT AND OPTION**

THIS MEMORANDUM OF TRANSMISSION LINE LEASE AND GRANT OF EASEMENT AND OPTION (this "Memorandum"), is made and entered into as of December 01, 2014 (the "Effective Date"), between Cindy L. DeLucca ("Landowner") whose address is 428 North Street, Houlton, Maine 04730 and Number Nine Wind Farm LLC, a Delaware limited liability company, whose address is 808 Travis, Suite 700, Houston, Texas 77002 ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

**RECITALS**

A. Landowner is the owner of a certain tract of real property located in Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landowner and Wind Company entered into that certain Transmission Line Lease and Grant of Easement and Option dated December 01, 2014 (the "Lease Agreement") which affects and burdens a portion of the Property ("Leased Premises"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Wind Company initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Wind Company, its respective successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional Wind Projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").



E. Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease Agreement and of Wind Company's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Agreement.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner on an exclusive basis, the Leased Premises for the following purposes for the benefit of one or more Wind Projects and the Subsequent Wind Projects upon all of the terms and conditions hereinafter set forth herein:

2.1 On, in, along, across and under the Leased Premises, for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, Wind Project Property, Subsequent Wind Projects Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Wind Company may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface; (iii) the right to keep the Leased Premises clear of all brush, trees, timber or other hazards which in Wind Company's reasonable opinion would interfere with the Transmission Facilities or Wind Company's exercise of its rights hereunder; (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property; and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Wind Company deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Wind Company, at its expense, will promptly restore that portion of the Property used by Wind Company for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

2.2 As-Built Leased Premises. Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Leased Premises shall be deemed to be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible as shown in Exhibit B-1. Landowner acknowledges that the general location of the Leased Premises, as described in

the Exhibits attached hereto, is based on preliminary mapping only and Landowner hereby agrees that the Lease Agreement shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Landowner agrees to execute an amendment to this Lease Agreement evidencing the legal description of the Leased Premises after completion of the Transmission Facilities, which shall be recorded in the Southern Aroostook Registry of Deeds, Aroostook Maine, at Wind Company's expense.

2.3 Overhang. Cross arms of up to fifty-two feet (52') in length may overhang any part of the Leased Premises and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below three feet (3'). The Lease and the Easement include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Lease and the Easement for the purposes permitted in this Lease Agreement.

2.4 Effects Easement. In addition, Landowner hereby grants to Wind Company the following easement for the benefit of one or more Wind Projects and/or Subsequent Wind Projects, the Wind Project Property and the Subsequent Wind Project Property: An easement, right and entitlement (the "Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property; or (b) facilities now or hereafter located on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property.

2.5 Restricted Area. Wind Company shall not disturb any Property located outside of One Hundred Seventy feet (170'), running eighty-five feet (85') on either side of a center line where possible of the easement area except when necessary to perform studies as required for permitting, identified as the "Restricted Area" on the Restricted Area Map, attached hereto as Exhibit "C" and made a part hereof.

3. Term. The Lease Agreement term shall, unless otherwise terminated by Wind Company, be for a period of time commencing on the Effective Date and ending on sixty (60) years after the Effective Date (the "Term").

4. Other Provisions. The Lease Agreement is for such additional purposes, and is subject to such additional requirements, restrictions and limitations, as set forth in the Lease Agreement. The Lease Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to rent, conduct of operations, restoration of the Leased Premises, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner, use of the Leased Premises by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Leased Premises, and Wind Company may remove any or all Improvements at any time or from time to time.

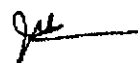
7. Force and Effect. The terms, conditions and covenants of the Lease Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and this Memorandum shall not be used for the purpose of interpreting the terms, conditions or covenants of the Lease Agreement. In the event of any conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.

8. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

9. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in this Lease Agreement touch and concern the real estate described in this Lease Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Premises, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Leased Premises and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, as applicable, the Parties agree that they shall be enforceable equitable servitudes or as assignable and alienable easements in gross.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

11. Grant of Option to Convert to Easement. Landowner hereby grants Wind Company the exclusive right and option ("Easement Option") to convert this Lease Agreement and any Sublease to an easement agreement or sub-easement (individually either the easement agreement or sub-easement as the case may be is referred to in this Section 30 as the "Subsequent Easement Agreement") as Wind Company may at its sole discretion deem necessary or desirable in connection with the Wind Project or Subsequent Wind Projects during the Term. Landowner shall, within twenty (20) days after written request from Wind Company and its licensed real estate broker, and without demanding any additional consideration, enter into and deliver to Wind Company the requested Subsequent Easement Agreement which shall supersede and replace this Lease Agreement and any applicable Sublease, and contain the same terms and conditions as this Lease Agreement and any applicable Sublease except for any Lease Agreement or applicable Sublease requirements that have been fulfilled by Wind Company or the Sublessee prior to the execution of the Subsequent Easement Agreement and shall (i) be for a term commencing on the date of the exercise of the Easement Option, and continuing for the remaining Term of the Lease Agreement or any applicable Sublease (as the case may be but in no event later than the expiry of the Term), (ii) contain a grant to Wind Company and any applicable Sublessee of access, transmission, communications, utility and other easements consistent with the terms, provisions and easements contained in the Lease Agreement or any applicable Sublease and covering the Leased Premises or any of the Leased Premises that may be sub-leased under an applicable Sublease (iii) enjoy the same priority as this Lease or such Sublease over any lien, encumbrance or other interest created by Landowner; and (iv) be in a form reasonably acceptable to Wind Company and the Sublessee as applicable.



IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By: William Whitlock  
Name: William Whitlock  
Title: Executive Vice President, Eastern Region

LANDOWNER:

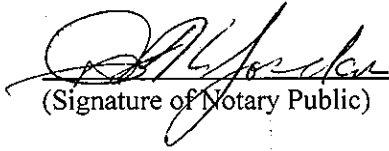
Cindy L. DeLuca  
Cindy L. DeLuca

Jal

ACKNOWLEDGEMENTS  
FOR LANDOWNER

STATE OF MAINE )  
 ) ss:  
COUNTY OF Androscoggin )

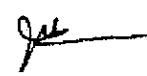
The foregoing instrument was acknowledged before me this 24th day of November,  
2014 by **Cindy L. DeLuca**.

  
\_\_\_\_\_  
(Signature of Notary Public)

**PHILIP K. JORDAN**  
Notary Public, Maine  
My Commission Expires September 5, 2021

\_\_\_\_\_  
Name of Notary Public (printed name)  
Notary Public, State of Maine  
My commission expires: \_\_\_\_\_

SEAL





ACKNOWLEDGEMENT  
FOR WIND COMPANY

STATE OF Texas )  
 ) ss:  
COUNTY OF Harris )

On this 01<sup>st</sup> day of December, 2014, before me personally appeared William Whitlock, to me known to me to be the VP, Eastern Region of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
Notary Public

[Signature]

**EXHIBIT A**

**Legal Description of the Property**

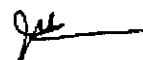
THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 144.68 ACRES,  
LOCATED IN THE TOWN OF HOULTON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

*Warranty Deed* from Peter Fitzpatrick to Cindy L. Delucca dated July 25, 2014 and recorded on July 25, 2014 in the Southern Aroostook Registry of Deeds in Book 5330, Page 120.

**Tax Map 15, Lot 17, in Houlton, Aroostook County, Maine**

*Warranty Deed* from Daniel P. Delucca and Cindy L. Delucca to Cindy L. Delucca dated February 6, 2007 and recorded on February 7, 2007 in the Southern Aroostook Registry of Deeds in Book 4398, Page 300.

**Tax Map 15, Lot 19, in Houlton, Aroostook County, Maine**

A handwritten signature in black ink, appearing to be 'Jal', followed by a horizontal line.

**EXHIBIT B**

**Legal Description of Leased Premises**

A one hundred seventy foot (170') strip of land out of the following:

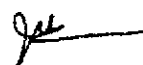
*Warranty Deed* from Peter Fitzpatrick to Cindy L. Delucca dated July 25, 2014 and recorded on July 25, 2014 in the Southern Aroostook Registry of Deeds in Book 5330, Page 120.

**Tax Map 15, Lot 17, in Houlton, Aroostook County, Maine**

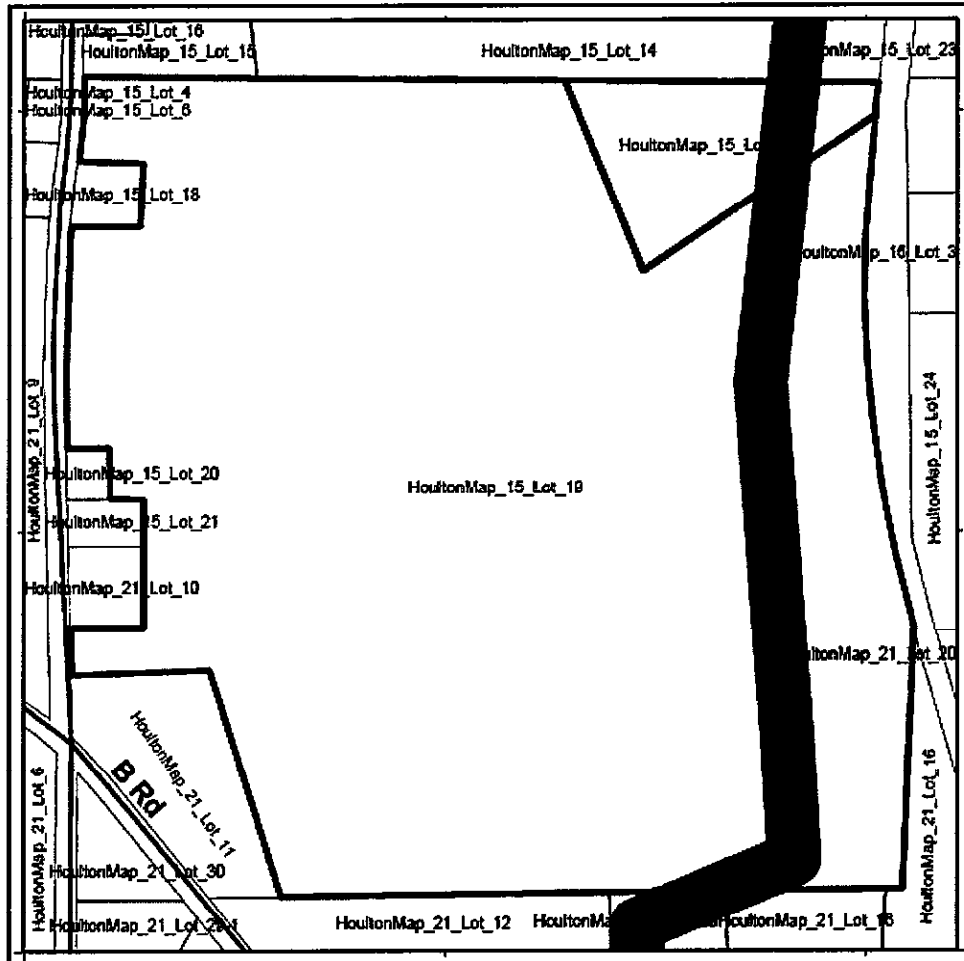
*Warranty Deed* from Daniel P. Delucca and Cindy L. Delucca to Cindy L. Delucca dated February 6, 2007 and recorded on February 7, 2007 in the Southern Aroostook Registry of Deeds in Book 4398, Page 300.

**Tax Map 15, Lot 19, in Houlton, Aroostook County, Maine**

and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

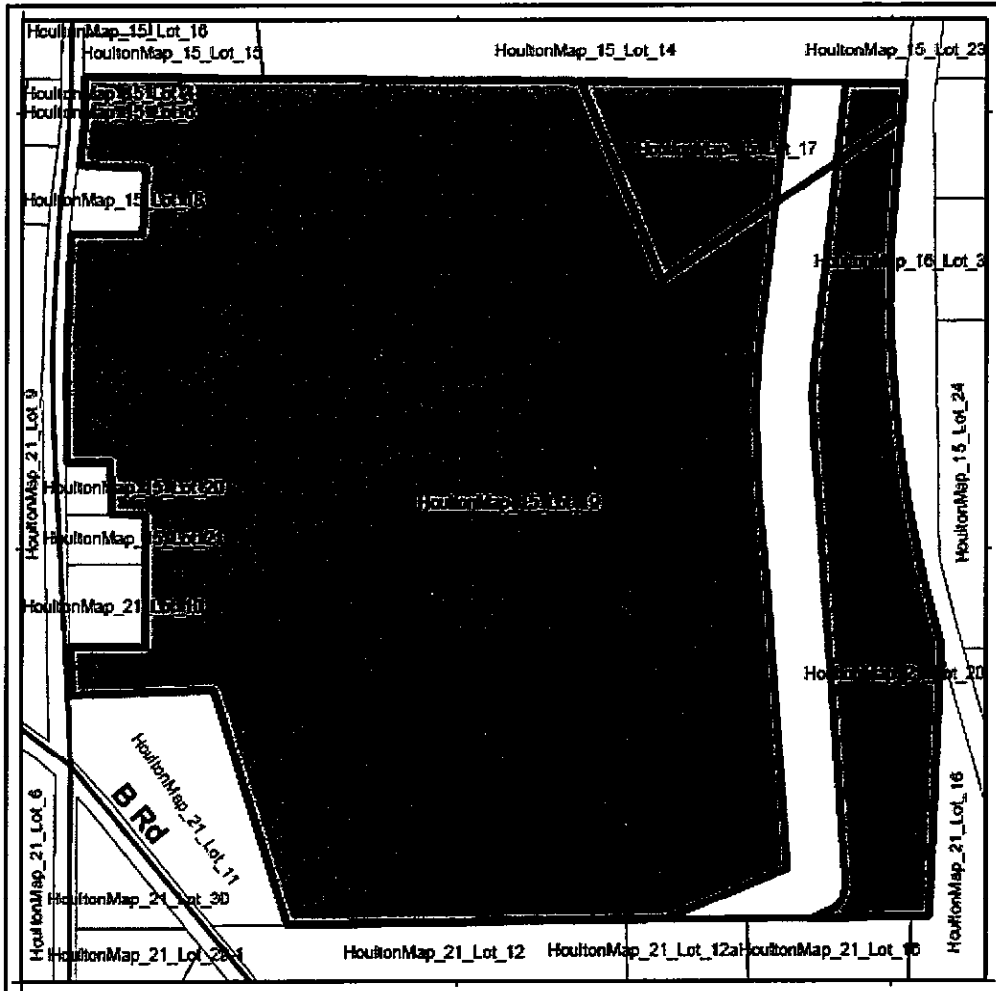
A handwritten signature in black ink, appearing to be 'Jal', with a horizontal line extending to the right.






**Exhibit B-1**  
**Map of Leased Premises**



<p><b>Legend</b></p> <ul style="list-style-type: none"> <li> Delucca Parcels</li> <li> Road</li> <li> Parcels</li> <li> Leased Premises*</li> </ul> <p>* Approximate location</p>	<p align="center">Projection: NAD 1983 UTM Zone 19</p> <p align="center">Feet</p> <p align="center">0  800</p>	<table border="1"> <tr> <td>Harrison</td> <td>Littleton</td> </tr> <tr> <td>Lugan</td> <td align="center"> Houlton</td> </tr> </table>	Harrison	Littleton	Lugan	 Houlton
Harrison	Littleton					
Lugan	 Houlton					

**Exhibit C**  
**Map of Restricted Area**



<p><b>Legend</b></p> <ul style="list-style-type: none"> <li> Delucca Parcels</li> <li> Restricted Area*</li> <li> Roads</li> <li> Parcels</li> </ul> <p>* Approximate location</p>	<p>Projection: NAD 1983 UTM Zone 19</p> <p>Feet</p> <p>0  800</p>	<p>Hammond</p> <p>Littleton</p> <p>Ludlow</p> <p>Houlton</p>
--	--	--

Received  
AROOSTOOK SS  
TYLER CLARK, REGISTRAR

AFTER RECORDED MAIL TO:

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

MEMORANDUM OF TRANSMISSION LINE LEASE  
AND GRANT OF EASEMENT AND OPTION

THIS MEMORANDUM OF TRANSMISSION LINE LEASE AND GRANT OF EASEMENT AND OPTION (this "Memorandum"), is made and entered into as of March 11, 2015 (the "Effective Date"), between Gardner Chipmills Houlton, LLC, a Maine limited liability company ("Landowner") whose address is P.O. Box 189, Lincoln, Maine 04457 and Number Nine Wind Farm LLC, a Delaware limited liability company, whose address is 808 Travis, Suite 700, Houston, Texas 77002 ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

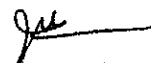
RECITALS

A. Landowner is the owner of a certain tract of real property located in Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Landowner and Wind Company entered into that certain Transmission Line Lease and Grant of Easement and Option dated March 11, 2015 (the "Lease Agreement") which affects and burdens a portion of the Property ("Leased Premises"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. Wind Company initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Wind Company, its respective successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional Wind Projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").



E. Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease Agreement and of Wind Company's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Agreement.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner on an exclusive basis, the Leased Premises for the following purposes for the benefit of one or more Wind Projects and the Subsequent Wind Projects upon all of the terms and conditions hereinafter set forth herein:

2.1 On, in, along, across and under the Leased Premises, for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, Wind Project Property, Subsequent Wind Projects Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon; if existing, or otherwise by such roadway(s) thereon as Wind Company may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface; (iii) the right to keep the Leased Premises clear of all brush, trees, timber or other hazards which in Wind Company's reasonable opinion would interfere with the Transmission Facilities or Wind Company's exercise of its rights hereunder; (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property; and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Wind Company deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Wind Company, at its expense, will promptly restore that portion of the Property used by Wind Company for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

2.2 As-Built Leased Premises. Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Leased Premises shall be deemed to be a strip of land one hundred seventy feet (170') wide, running eighty-five feet (85') on either side of a center line where possible

as shown in Exhibit B-1. Landowner acknowledges that the general location of the Leased Premises, as described in the Exhibits attached hereto, is based on preliminary mapping only and Landowner hereby agrees that the Lease Agreement shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Landowner agrees to execute an amendment to this Lease Agreement evidencing the legal description of the Leased Premises after completion of the Transmission Facilities, which shall be recorded in the Southern Aroostook Registry of Deeds, Aroostook Maine, at Wind Company's expense.

2.3 Overhang. Cross arms of up to fifty-two feet (52') in length may overhang any part of the Leased Premises and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below three feet (3'). The Lease and the Easement include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Lease and the Easement for the purposes permitted in this Lease Agreement.

2.4 Effects Easement. In addition, Landowner hereby grants to Wind Company the following easement for the benefit of one or more Wind Projects and/or Subsequent Wind Projects, the Wind Project Property and the Subsequent Wind Project Property: An easement, right and entitlement (the "Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property; or (b) facilities now or hereafter located on (i) the Property subject to this Lease Agreement, (ii) the Wind Project Property, or (iii) the Subsequent Wind Projects Property.

3. Term. The Lease Agreement term shall, unless otherwise terminated by Wind Company, be for a period of time commencing on the Effective Date and ending on sixty (60) years after the Effective Date (the "Term").

4. Other Provisions. The Lease Agreement is for such additional purposes, and is subject to such additional requirements, restrictions and limitations, as set forth in the Lease Agreement. The Lease Agreement also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to rent, conduct of operations, restoration of the Leased Premises, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner, use of the Leased Premises by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Leased Premises, and Wind Company may remove any or all Improvements at any time or from time to time.

7. Force and Effect. The terms, conditions and covenants of the Lease Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and this Memorandum shall not be used for the purpose of interpreting the terms, conditions or covenants of the Lease Agreement. In the event of any conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.

8. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard



to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

9. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in this Lease Agreement touch and concern the real estate described in this Lease Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Premises, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Leased Premises and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, as applicable, the Parties agree that they shall be enforceable equitable servitudes or as assignable and alienable easements in gross.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.


11. Grant of Option to Convert to Easement. Landowner hereby grants Wind Company the exclusive right and option ("Easement Option") to convert this Lease Agreement and any Sublease to an easement agreement or sub-easement (individually either the easement agreement or sub-easement as the case may be is referred to in this Section 30 as the "Subsequent Easement Agreement") as Wind Company may at its sole discretion deem necessary or desirable in connection with the Wind Project or Subsequent Wind Projects during the Term. Landowner shall, within twenty (20) days after written request from Wind Company and its licensed real estate broker, and without demanding any additional consideration, enter into and deliver to Wind Company the requested Subsequent Easement Agreement which shall supersede and replace this Lease Agreement and any applicable Sublease, and contain the same terms and conditions as this Lease Agreement and any applicable Sublease except for any Lease Agreement or applicable Sublease requirements that have been fulfilled by Wind Company or the Sublessee prior to the execution of the Subsequent Easement Agreement and shall (i) be for a term commencing on the date of the exercise of the Easement Option, and continuing for the remaining Term of the Lease Agreement or any applicable Sublease (as the case may be but in no event later than the expiry of the Term), (ii) contain a grant to Wind Company and any applicable Sublessee of access, transmission, communications, utility and other easements consistent with the terms, provisions and easements contained in the Lease Agreement or any applicable Sublease and covering the Leased Premises or any of the Leased Premises that may be sub-leased under an applicable Sublease (iii) enjoy the same priority as this Lease or such Sublease over any lien, encumbrance or other interest created by Landowner; and (iv) be in a form reasonably acceptable to Wind Company and the Sublessee as applicable.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

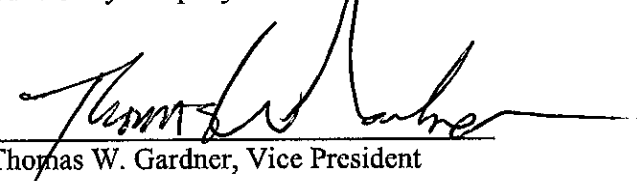
WIND COMPANY:

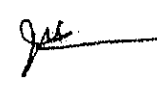
Number Nine Wind Farm LLC, a Delaware limited liability company

By:   
Name: Steve Irvin  
Title: Executive Vice President, Central Region

LANDOWNER:

Gardner Chipmills Houlton, LLC, a Maine limited liability company

By:   
Thomas W. Gardner, Vice President



ACKNOWLEDGEMENTS  
FOR LANDOWNER

STATE OF MAINE )  
COUNTY OF Penobscot ) ss:

The foregoing instrument was acknowledged before me this 4th day of March, 2015 by Thomas W. Gardner, the Vice President of Gardner Chipmills Houlton, LLC, a Maine limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

Pamela A. Hoxie  
(Signature of Notary Public)

Pamela A. Hoxie  
Name of Notary Public (printed name)

Notary Public, State of Maine  
My commission expires: 2/06/19

SEAL

PAMELA A. HOXIE  
NOTARY PUBLIC  
State of Maine  
My Commission Expires  
February 6, 2019

JLH

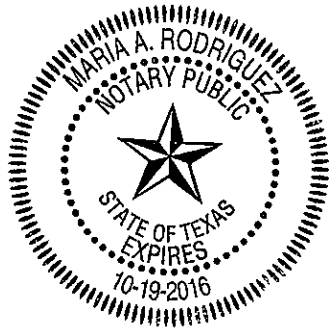
ACKNOWLEDGEMENT  
FOR WIND COMPANY

STATE OF TEXAS )  
 ) ss:  
COUNTY OF Harris )

On this 11<sup>th</sup> day of March, 2015, before me personally appeared Steve Irwin, to me known to me to be the EVP, Central Region of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Notary Public



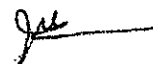


EXHIBIT A

Legal Description of the Property

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 56.22 ACRES,  
LOCATED IN THE TOWN OF HOULTON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

A parcel of land located in the Town of Houlton, more particularly described in the following documents, which are hereby incorporated by reference:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Houlton, County of Aroostook, State of Maine, which said land is contained in a Warranty Deed from David A. Weston to Gardner Chipmills Houlton, LLC, dated November 30, 2010 and recorded on December 3, 2010 in the Southern Aroostook Registry of Deeds in Book 4892, Page 97.

Tax Map 21, Lot 15, in Houlton, Aroostook County, Maine

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Houlton, County of Aroostook, State of Maine, which said land is contained in a Quitclaim Deed without Covenant from Red Shield Environmental, LLC, a Delaware limited liability company to Gardner Chipmills Houlton, LLC, a Maine limited liability company, dated May 2, 2007 and recorded on May 4, 2007 in the Southern Aroostook Registry of Deeds in Book 4430, Page 240; and also contained in a Warranty Deed from Fred L. Putnam and Catherine N. Putnam, husband and wife, to Gardner Chipmills Houlton, LLC, a Maine limited liability company, dated July 28, 2009 and recorded on July 30, 2009 in the Southern Aroostook Registry of Deeds in Book 4732, Page 223.

Tax Map 21, Lot 16, in Houlton, Aroostook County, Maine

Warranty Deed from Fred L. Putnam, II and Catherine N. Putnam to Gardner Chipmills Houlton, LLC, a Maine limited liability company, dated January 9, 2012 and recorded on January 17, 2012 in the Southern Aroostook Registry of Deeds in Book 5016, Page 264.

Tax Map 21, Lot 33, in Houlton, Aroostook County, Maine

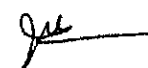


EXHIBIT B

Legal Description of Leased Premises

A one hundred seventy foot (170') strip of land out of the following:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Houlton, County of Aroostook, State of Maine, which said land is contained in a Warranty Deed from David A. Weston to Gardner Chipmills Houlton, LLC, dated November 30, 2010 and recorded on December 3, 2010 in the Southern Aroostook Registry of Deeds in Book 4892, Page 97.

Tax Map 21, Lot 15, in Houlton, Aroostook County, Maine

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Tax Map 21, Lot 16, in Houlton, Aroostook County, Maine

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Tax Map 21, Lot 33, in Houlton, Aroostook County, Maine

and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

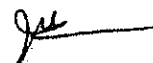


EXHIBIT B-1

Map of Leased Premises



<p><b>Legend</b></p> <p> EMERA 100 ft Easement</p> <p> EDPR 170 ft Easement</p> <p> Gardner Chip Mills Parcels</p> <p> Parcels</p>	<p>Projection: NAD 1983 UTM Zone 19</p> <p>Feet</p> <p>0 500</p>	Hammond	Littleton
		Ludlow	Houston
		New Linneus	
		Linneus	Hodgdon

Received  
AROSTOOK SS  
TYLER CLARK, REGISTRAR

WHEN RECORDED RETURN TO:

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

---

THIS DOCUMENT WAS PREPARED BY: GENERAL COUNSEL, 808 TRAVIS STREET, HOUSTON, TEXAS 77002 (713) 265-0350

SHORT FORM OF OPTION AGREEMENT

THIS SHORT FORM OF OPTION AGREEMENT (this "Short Form") is made and entered into as of January 20, 2015 (the "Effective Date") by and between David L. Wilson and Catherine T. Torchia, Joint Tenants ("Optionor") and Number Nine Wind Farm LLC, a Delaware limited liability company ("Optionee").

RECITALS

A. Optionor is the owner of that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Optionee desires to acquire the right (but not the obligation) to purchase the Property and Optionor desires to grant such option to Optionee. To that end, Optionor and Optionee have entered into an unrecorded Option Agreement of even date herewith (the "Option Agreement")

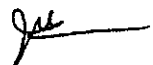
C. Optionor and Optionee desire to execute this Short Form to provide constructive notice of Optionee's rights under the Option Agreement to all third parties.

NOW, THEREFORE, for good and valuable consideration paid to Optionor, the receipt and sufficiency of which are hereby acknowledged, Optionor and Optionee hereby agree as follows:

1. Grant of Option. Optionor hereby irrevocably and unconditionally grants, bargains, sells and conveys to Optionee the right and option (the "Option") to acquire the Property subject to all of the terms and conditions set forth in the Option Agreement.

2. Option Term. The term of the Option and the Option Agreement shall commence on the Effective Date and shall continue for twenty-four (24) months thereafter unless extended in accordance with the terms and conditions contained in the Option Agreement.

3. Other Provisions. The Option Agreement also contains various other covenants, obligations and rights of Optionor and Optionee, including, without limitation: (i) the terms and conditions of the agreement of purchase and sale and (ii) provisions relating to consideration for the Option. All terms not defined herein shall have the same meaning as that given to the term in the Option Agreement.



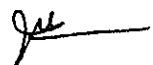


4. Purpose of this Short Form. The terms, conditions and covenants of the Option Agreement are incorporated herein by reference as though fully set forth herein. This Short Form does not supersede, modify, amend or otherwise change, and shall not be used in interpreting, the terms, conditions or covenants of the Option Agreement. In the event of any conflict between this Short Form and the Option Agreement, the Option Agreement shall control.

5. Counterparts. This Short Form may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.


6. Successors and Assigns. The Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to this Short Form and the Option Agreement and the covenants, terms and provisions set forth herein and therein, which covenants, terms and provisions shall run with the Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of Optionor and Optionee and any other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.


[SIGNATURES ON NEXT PAGE]

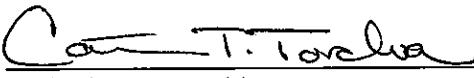
A handwritten signature in black ink, appearing to be 'Jal', with a horizontal line extending to the right.

IN WITNESS WHEREOF, the parties hereto have executed this Short Form as of the Effective Date.

OPTIONEE: Number Nine Wind Farm LLC, a Delaware limited liability company

By:   
Name: William Whitlock  
Title: Executive Vice President, Eastern Region

OPTIONOR:   
David L. Wilson

  
Catherine T. Torchia



ACKNOWLEDGMENTS

STATE OF MAINE )  
 ) ss:  
COUNTY OF Arroostook )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 2015 by David L. Wilson.

[Signature]  
(Signature of Notary Public)

Anne M. McQuade  
Name of Notary Public (printed name)

Notary Public, State of Maine  
My commission expires: ANNE M. McQUADE  
Notary Public, Maine  
My Commission Expires July 10, 2021

SEAL

STATE OF MAINE )  
 ) ss:  
COUNTY OF Arroostook )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 2015 by Catherine T. Torchia.

[Signature]  
(Signature of Notary Public)

Anne M. McQuade  
Name of Notary Public (printed name)

Notary Public, State of Maine  
My commission expires: ANNE M. McQUADE  
Notary Public, Maine  
My Commission Expires July 10, 2021

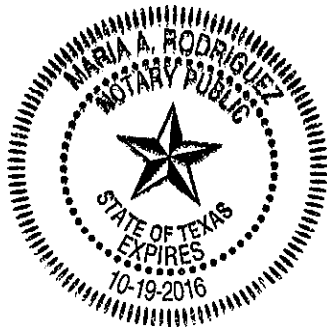
SEAL

[Handwritten mark]

STATE OF Texas )  
 ) ss:  
COUNTY OF Harris )

On this 20<sup>th</sup> day of January, 2015, before me personally appeared William Whitbeck, to me known to me to be the VP, Eastern Region of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
Notary Public

[Signature]

EXHIBIT "A"

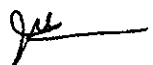
Description of the Property

THE FOLLOWING REAL PROPERTY CONSISTING OF APPROXIMATELY 8.08 ACRES,  
LOCATED IN THE TOWN OF HOULTON, THE COUNTY OF AROOSTOOK, STATE OF MAINE:

Quitclaim Deed from David L. Wilson to David L. Wilson and Catherine T. Torchia dated January 28, 2003 and recorded on January 29, 2003 in the Southern Aroostook Registry of Deeds in Book 3759, Page 333, being the same premises conveyed by Donald E. Beals and Georgena C. Beals to David L. Wilson and Laurine T. Wilson by Warranty Deed dated June 29, 1983 and recorded in Vol. 1672, Page 250 of said Registry, and being the same premises set aside to David L. Wilson by Divorce Judgment, an Abstract of said Divorce Decree is recorded in Vol. 3546, Page 76 of said Registry.

Tax Map 21, Lot 28 in Houlton, Aroostook County, Maine

Received  
AROOSTOOK SS  
TYLER CLARK, REGISTRAR



## WARRANTY DEED

EMERY M. SHAW, and BRENDA R. SHAW, Husband and Wife, and having a mailing address of 2425 Old Vineland Road, Kissimmee, County of Osceola, and State of Florida 34746, for consideration paid, grants to NUMBER NINE WIND FARM LLC, A Delaware limited liability company duly organized and existing under the laws of the State of Delaware, and having a mailing address of C/O EDP Renewables North America, LLC, 808 Travis, Suite 700, Houston, County of Fort Bend, and State of Texas 77002. with WARRANTY COVENANTS:

The land in Houlton, County of Aroostook, and State of Maine, to wit:

On the North by the B Road; on the East by the Bangor and Aroostook Railroad Company right-of-way; on the South by land, now or formerly, owned by Charles McCluskey; on the West by land, now or formerly, owned by Frank Lowery.

## EXCEPTIONS

Excepting, however, from the above described real estate, that easement described in the Quitclaim Deed of Beecher W. Russell and Elva A. Russell to the Maine Public Service Company, dated March 12, 1953, and recorded in Book 646, Page 407, at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

Also excepting, however, that easement described in the Easement Deed of Beecher W. Russell to the Maine Public Service Company, dated March 19, 1953, and recorded in Book 655, Page 545, at said registry.

Also excepting, however, those premises conveyed to Donald J. Russell and Marie S. Russell by the Warranty Deed of Beecher W. Russell and Elva A. Russell, dated July 11, 1960, and recorded in Book 801, Page 453, at said registry.

Also excepting, however, those premises conveyed to Claude B. Russell and Ruth B. Russell by the Warranty Deed of Beecher W. Russell and Elva A. Russell, dated July 11, 1960, and recorded in Book 801, Page 455, at said registry.

Also excepting, however, that Notice of Layout and Taking in the Deed of Beecher W. Russell and Elva A. Russell to the State of Maine, dated May 12, 1964, and recorded in Book 909, Page 475, at said registry.

Also excepting, however, that Easement described in the Quitclaim Deed of Beecher W. Russell and Elva A. Russell to the Maine Public Service Company, dated October 17, 1966, and recorded in Book 989, Page 36, at said registry.

Being part of Lots #18 and #19, Range 7; and Lots #18 and #19, Range 8, in the North Division of Houlton, County of Aroostook, and State of Maine.

And, being part of the same premises conveyed to Emery M. Shaw, by the Warranty Deed of Shirley A. Shaw, dated July 10, 1984, and recorded in Book 1745, Page 189, at the Southern Aroostook County Registry of Deeds in Houlton, Maine; and, being part of the same premises conveyed to Emery M. Shaw, by the Quitclaim Deed of Donald J. Russell, Linda Cassidy, Judith McKeen, Larry W. Russell, Donna Boyce, and Kenneth Russell, Jr., dated January 18, 1995, and recorded in Book 2766, Page 270, at the Southern Aroostook County Registry of Deeds in Houlton, Maine; and being the same premises conveyed to the Grantors by the Municipal Quitclaim Deed of The Inhabitants of the Municipality of the Town of Houlton, dated September 18, 1995, and recorded in Book 2831, Page 187, at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

WITNESS our hands and seals this 24<sup>th</sup> day of January, 2015.

D. Caub  
WITNESS

Emery M Shaw  
Emery M. Shaw

D. Caub  
WITNESS

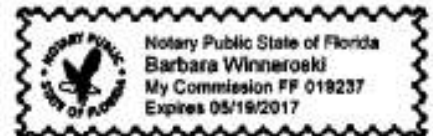
Brenda R Shaw  
Brenda R. Shaw

STATE OF FLORIDA  
OSCALA, ss.

January 24, 2015

Personally appeared the above named Emery M. Shaw, and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Barbara Winneroski  
Notary Public

**MEMORANDUM OF OPTION AGREEMENT**

- 1. Date of Agreement: May 4, 2015
- 2. Name and Address of Grantor: **EMERA MAINE**  
970 Illinois Avenue  
Bangor, Maine 04401
- 3. Name and Address of Grantee: **NUMBER NINE WIND FARM LLC**  
c/o EDP Renewables North America LLC  
808 Travis Street, Suite 700  
Houston, Texas 77002
- 4. Description of Property: Specific rights in the easement area described in the attached **Schedule 1** and depicted in **Schedule 1-A** (the "Property").  
  
The location and centerline of the Number Nine Generator Lead within the Mullen Easement Area shall be agreed to by the Parties prior to the Closing, and Schedules 1 and 1-A to the Easement Agreement will be revised to reflect such centerline consistent with the terms of the Easement Agreement.
- 5. Term of Option Agreement: The Option Agreement shall expire automatically and without the need for any further act, notice or recording on May 4, 2016, unless extended by Number Nine Wind Farm LLC for an additional one (1) year period by written notice and payment to Emera Maine at least thirty (30) days prior to May 4, 2016.
- 6. Condition of Agreement: During the term of Option Agreement, any conveyance, transfer or mortgage of the Property or any interest therein by Grantor shall be subject to Grantee's rights under the Option Agreement.

**[signature pages to follow]**



IN WITNESS WHEREOF, the Parties have executed this Memorandum as of this 12<sup>th</sup> day of May, 2015

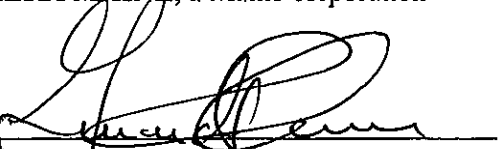
WITNESS:

GRANTOR:

WITNESS:

EMERA MAINE, a Maine corporation

Freda Chambers

By:   
Name: Gerard R. Chasse  
Its: President & C.O.O.

State of Maine  
County of Penobscot

Personally appeared the above-named Gerard R. Chasse in his/~~her~~ said capacity and acknowledged the foregoing instrument to be his/~~her~~ free act and deed and the free act and deed of Emera Maine.

Date: May 12, 2015

Before me,  
  
Notary Public

Printed Name  
KAREN A. BELL  
Notary Public • State of Maine  
My Commission Expires July 6, 2019

**GRANTEE:**

**NUMBER NINE WIND FARM LLC**, a Delaware limited liability company

WITNESS

Lisa K Broomas

By: [Signature]  
Name: Steve Irvin  
Its: Executive Vice President, Central Region

[Signature]

Lisa K Broomas

By: [Signature]  
Name: Brian Hayes  
Its: Executive Vice President, Asset Operations

[Signature]

State of TEXAS  
County of HARRIS

Personally appeared the above-named Steve Irvin and Brian Hayes in his/her said capacity and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of NUMBER NINE WIND FARM LLC.

Date: 5-7-15

Before me,  
Camille Vargo  
Notary Public



Printed Name \_\_\_\_\_

### Schedule 1

#### Legal Description

A certain 170-foot wide easement situated in the Town of Houlton, County of Aroostook, State of Maine, situated on the northerly side of Ludlow Road, so called, and being more particularly described as follows:

Beginning at a point marking the intersection of the northerly sideline of Ludlow Road and the southwesterly corner of a parcel of land conveyed to Maine Public Service Company as described in Book 646, Page 571 (now owned by Emera Maine) and recorded at the Southern Aroostook County Registry of Deeds. Said point is located N 83°34' W and a distance of 709.6 feet from a concrete highway monument marking the southerly sideline of Ludlow Road at P.C. Station 133+95.38 and depicted on a plan entitled "State of Maine Department of Transportation, Bureau of Highways, Right of Way Map -State Aid Highway 4" recorded in Plan Book 34, Page 16 at said Registry, thence

N 03°42' E by and along the westerly line of Emera Maine a distance of 2.1 feet to a buried iron rod found, thence continuing

N 03°42' E by and along said westerly line of Emera Maine a distance of 1167.9 feet to a 1" iron rod found, thence

N 01°23' E by and along said westerly line of Emera Maine a distance of 633 feet to the southerly bank of "B" Stream, so called, thence

Generally southeasterly by and along the southerly bank of said "B" Stream a distance of 198 feet, more or less, to a point on the southerly bank of said "B" Stream that is a distance of 170 feet (measured perpendicularly) to the westerly line of said Emera Maine. The tie line bearing and distance between the last two points located on the southerly bank of "B" Stream are S 60°00' E and 193.7 feet, thence

S 01°23' W a distance of 543.7 feet, thence

S 03°42' W a distance of 1159.4 feet to the northerly sideline of said Ludlow Road, thence

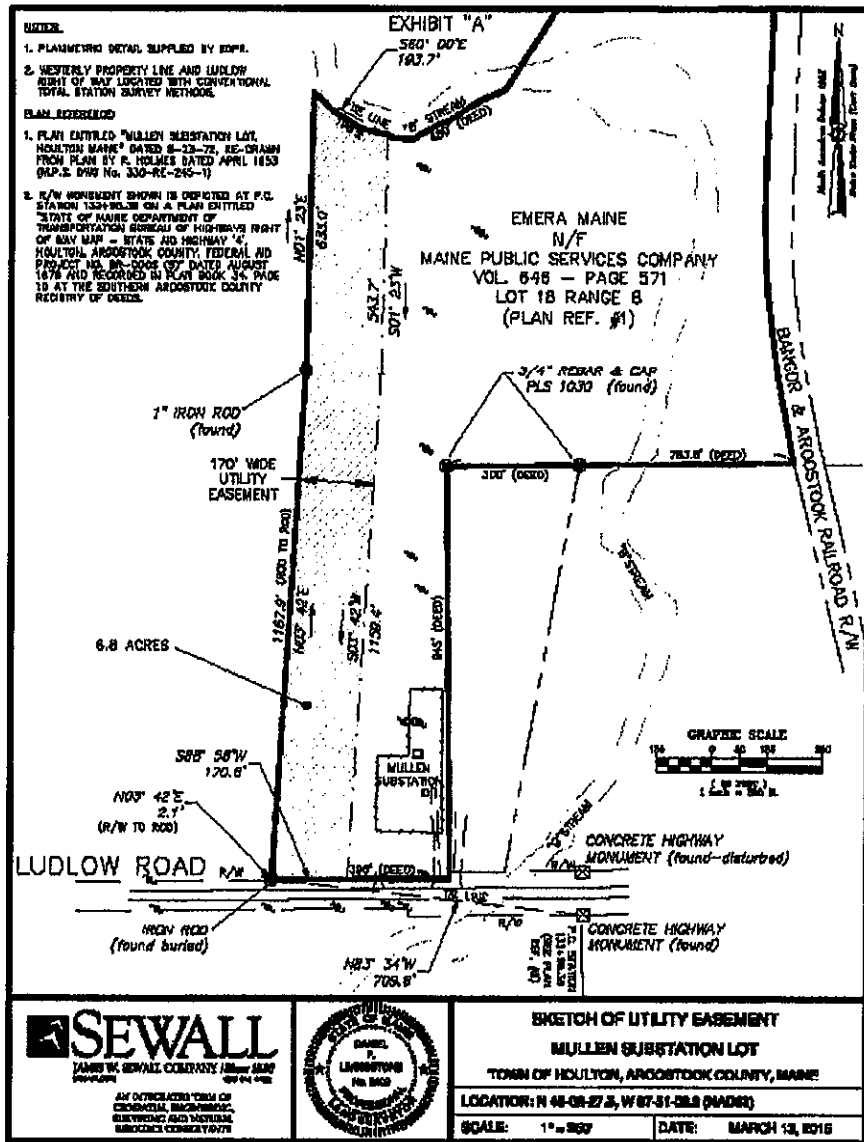
S 88°58' W by and along the northerly sideline of said Ludlow road a distance of 170.6 feet to the point of beginning.

The above described easement, containing 6.8 acres, more or less, is a portion of a parcel of land owned by Emera Maine and described in a deed to Maine Public Service Company in Book 646, Page 571 recorded in the Southern Aroostook County Registry of Deeds.

Grantor also conveys rights, if any, in the area northerly of the above described easement which lies between the southerly bank of "B" Stream and the bed of "B" Stream.

The above described easement is depicted on a plan entitled "Sketch of Utility Easement, Mullen Substation Lot, Town of Houlton, Aroostook County, Maine" prepared by James W. Sewall Company of Old Town, Maine, dated March 13, 2015 and to be recorded as Exhibit A" with this description.

Schedule 1-A  
Mullen Easement Area - Sewell Survey



OHSUSA:762090056.2

Received  
ARDOSTOCK SS  
TYLER CLARK, REGISTRAR