

2.0 TITLE, RIGHT, OR INTEREST

Blue Sky West, LLC¹ holds leases or easements for 19 parcels in Mayfield Township, Somerset County, and the Towns of Bingham and Moscow, and Kingsbury Plantation, Piscataquis County permitting the use of such parcels for ridgeline infrastructure for the Bingham Wind Project (project). Infrastructure on these parcels includes turbines, meteorological towers, ridgeline electrical collector system, the Operations and Maintenance building, substation, dynamic reactive device, and associated access roads (Table 2-1).

Blue Sky West II, LLC² holds easements or is a party to agreements to acquire easements over 21 parcels associated with the generator lead in Kingsbury, Parkman, and Abbot, Piscataquis County (Table 2-2). Blue Sky West, LLC also holds an option to acquire an assignable transmission lead easement for the generator lead, which upon exercise and acquisition, it would assign to Blue Sky West II, LLC.

Sections of the project's generator lead will be located in public rights of way in Parkman and Abbot (Table 2-2). Blue Sky West II, LLC is authorized to construct and maintain poles and electrical lines in these public rights of way pursuant to 35-A M.R.S.A. § 2305-B(2).

Included as Exhibit 2A are the supporting documents for these agreements.

Blue Sky West, LLC has also acquired a purchase and sale agreement or easements for sound on 5 parcels in Kingsbury; those documents are included in Section 5.

¹ Blue Sky West, LLC is the wind energy project entity.

² Blue Sky West II, LLC is the electrical generator lead entity.

TABLE 2-1 - BLUE SKY WEST, LLC - BINGHAM PROJECT - TITLE, RIGHT OR INTEREST
(INFRASTRUCTURE)

Index	Township or Plantation/ County	Tax Map and Lot	Current Owner	Blue Sky West, LLC Interest
1	Mayfield/Somerset	Mayfield 1-1	Plum Creek Maine Timberlands, L.L.C.	Easement
2	Mayfield/Somerset	Mayfield 1-5	Plum Creek Maine Timberlands, L.L.C.	Easement
3	Mayfield/Somerset	Mayfield 1-6	Plum Creek Maine Timberlands, L.L.C.	Easement
4	Mayfield/Somerset	Mayfield 1-7	Plum Creek Maine Timberlands, L.L.C.	Easement
5	Mayfield/Somerset	Mayfield 1-8	Plum Creek Maine Timberlands, L.L.C.	Easement
6	Mayfield/Somerset	Mayfield 1-10	Plum Creek Maine Timberlands, L.L.C.	Easement
7	Mayfield/Somerset	Mayfield 1-19	Plum Creek Maine Timberlands, L.L.C.	Easement
8	Mayfield/Somerset	Mayfield 1-15	E.D. Bessey & Son	Lease
9	Mayfield/Somerset	Mayfield 1-16	E.D. Bessey & Son	Lease
10	Kingsbury/ Piscataquis	Kingsbury 5-2	Plum Creek Maine Timberlands, L.L.C.	Easement
11	Kingsbury/ Piscataquis	Kingsbury 1-1	Linkletter & Sons, Inc.	Lease
12	Moscow/ Piscataquis	Moscow R3-32	Plum Creek Maine Timberlands, L.L.C.	Easement
13	Bingham/ Piscataquis	Bingham 13-74	Plum Creek Maine Timberlands, L.L.C.	Easement
14	Bingham/ Piscataquis	Bingham 13-78	Plum Creek Maine Timberlands, L.L.C.	Easement
15	Bingham/ Piscataquis	Bingham 13-79	Plum Creek Maine Timberlands, L.L.C.	Easement
16	Bingham/ Piscataquis	Bingham 13-80	Plum Creek Maine Timberlands, L.L.C.	Easement
17	Bingham/ Piscataquis	Bingham 13-81	Plum Creek Maine Timberlands, L.L.C.	Easement
18	Bingham/ Piscataquis	Bingham 13-92	Plum Creek Maine Timberlands, L.L.C.	Easement
19	Bingham/ Piscataquis	Bingham 13-93;	Plum Creek Maine Timberlands, L.L.C.	Easement

**TABLE 2-2 - BLUE SKY WEST II, LLC - BINGHAM PROJECT - TITLE, RIGHT OR INTEREST
(GENERATOR LEAD)**

Index	Township or Plantation/ County	Tax Map and Lot	Current Owner	Blue Sky West II, LLC
1	Mayfield / Somerset	Mayfield 1-1	Plum Creek Maine Timberlands, L.L.C.	Option (<i>see note 1 below</i>)
2	Kingsbury/ Piscataquis	Kingsbury 5-2	Plum Creek Maine Timberlands, L.L.C.	Option (<i>see note 1 below</i>)
3	Kingsbury/ Piscataquis	Kingsbury 4-5	Linkletter & Sons, Inc.	Easement
4	Kingsbury/ Piscataquis	Kingsbury 1-1	Linkletter & Sons, Inc.	Easement
5	Kingsbury/ Piscataquis	Kingsbury 1-4	Linkletter Timberlands, LLC	Easement
6	Parkman/ Piscataquis	Parkman 13-15	Linkletter Timberlands, LLC	Easement
7	Parkman/ Piscataquis	Parkman 13-16	Fred L. Thomas, Jr. and Brenda L. Thomas	Easement
		<i>Within Public Road Easement/Pease Bridge Road</i>		<i>35-A M.R.S.A. § 2305-B(2)</i>
8	Abbot/ Piscataquis	Abbot 2-4-2	Michael S. and Tracy L. Ross	Easement
		<i>Within Public Road Easement/Crow Hill & Gales Roads</i>		<i>35-A M.R.S.A. § 2305-B(2)</i>
9	Abbot/ Piscataquis	Abbot 2-10	Daniel E. Desvergnés	Easement
10	Abbot/ Piscataquis	Abbot 2-11	Daniel M. Grant	Easement
11	Parkman/ Piscataquis	Parkman 15-21	Jack Tooley and Joyce Tooley	Easement
12	Parkman/ Piscataquis	Parkman 15-73	Gordon E. Davis and Dianna I. Davis	Easement
13	Parkman/ Piscataquis	Parkman 15-72	Gordon E. Davis and Dianna I. Davis	Easement
14	Parkman/ Piscataquis	Parkman 15-70	Gordon E. Davis and Dianna I. Davis	Easement
15	Parkman/ Piscataquis	Parkman 16-6	Gordon E. Davis and Dianna I. Davis	Easement
16	Abbot/ Piscataquis	Abbot 3-7	Gordon E. Davis and Dianna I. Davis	Easement
17	Parkman/ Piscataquis	Parkman 16-11-1	Gordon E. Davis and Dianna I. Davis	Easement
18	Parkman/ Piscataquis	Parkman 16-15-1	Stephen Northup and Wendy Northup	Easement
19	Parkman/ Piscataquis	Parkman 16 R6- L4	Central Maine Power Company	Agreement to Grant Easement
20	Parkman/ Piscataquis	Parkman 16 R6-L3	Central Maine Power Company	Agreement to Grant Easement
		<i>Public Road Crossing/Route 150</i>		<i>35-A M.R.S.A. § 2305-B(2)</i>
21	Parkman/ Piscataquis	Parkman 13, Lot 34	Central Maine Power Company (Substation)	Agreement to Grant Easement

Note 1: Option has been granted to Blue Sky West, LLC in Wind Energy Easement to acquire assignable generator lead easement. The generator lead easement will be assigned by Blue Sky West, LLC to Blue Sky West II, LLC.

Exhibit 2A: Supporting Documents

CONFIRMATORY WIND ENERGY EASEMENT

Recitals:

- A. The parties entered into a Wind Energy Easement dated as of October 1st, 2010 concerning the same subject matter as this Confirmatory Wind Energy Easement (the "Original Easement");
- B. The parties wish to confirm for purposes of recording the grant of the easement and related rights contained in the Original Easement;
- C. This Confirmatory Wind Energy Easement contains terms excerpted from the Original Easement, and is not intended in any way to amend or modify the terms of the Original Easement; and
- D. The parties wish to and do hereby enter into this Confirmatory Wind Energy Easement to so confirm the grant of the easement and the related rights contained in the Original Easement.

THIS CONFIRMATORY WIND ENERGY EASEMENT (this "Agreement") is made, dated and effective as of October 1, 2010 (the "Effective Date"), between **PLUM CREEK MAINE TIMBERLANDS, L.L.C.**, a Delaware limited liability company (together with its successors, assigns, "GRANTOR"), and **BLUE SKY WEST, LLC**, a Delaware limited liability company (together with its successors and assigns, "GRANTEE"). GRANTOR and GRANTEE are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties."

1. **Grant of Easement and Profits; Reservation . . .**

1.1 Grant. By way of confirmation as set forth above, and for good and valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, GRANTOR hereby grants and conveys to GRANTEE...subject to all encumbrances (as defined below of record) a non-exclusive easement for the purposes described below upon, over, across and under the surface and air rights of the real property of GRANTOR consisting of certain tracts of land situated in Somerset County, Maine, as described on **Exhibit "A"** attached hereto and incorporated herein (the "Property"), together with the right to all rents, credits and revenue derived from wind energy purposes upon, over and across the Property.

1.2 Reservation and Prior Grants. GRANTOR reserves to itself from the foregoing grant the right to enter the Property for any purpose whatsoever together with any and all rights in and to the Property that are not specifically conveyed to GRANTEE in this Agreement, including, without limitation, rights to timber and other agricultural operations, mineral exploration and development, water rights, recreation, and hunting. Except for the prohibition on interference with wind energy set forth in Section 8.2 below, nothing in this Agreement shall interfere or prevent GRANTOR from the quiet use and enjoyment of these

reserved rights. GRANTEE further acknowledges and agrees that this grant is subject to existing rights and privileges on or about the Property in favor of third parties and is therefore subject to the rights (express and implied) of all such third parties if and to the extent that such third parties and their respective rights are reflected of record in the land records of the county where the Property is located or are apparent from a visual inspection of the Property.

1.3 Release. Within twelve (12) months following the Operations Date... [as defined in the Original Easement], GRANTEE shall deliver to GRANTOR in recordable form a Quitclaim Deed With Covenant and Release (the "Deed and Release") conveying back and releasing to GRANTOR the GRANTEE's interest in all portions of the Property that are Released Property... [as defined in the Original Easement]. The Deed and Release shall include a surveyed plat and land description showing the Completed Site Development Area... [as defined in the Original Easement] (the "Completed Site and Development Plan") and shall require GRANTOR's signature in order to become effective. The Deed and Release shall covenant and warrant that, except as otherwise permitted by this Agreement, the interest being conveyed and released to GRANTOR is free of any liens or encumbrances placed on the Released Property by anyone other than GRANTOR. Once executed by GRANTOR, the Deed and Release and the Completed Site Development Plan will be recorded in the records of Somerset County, Maine at GRANTEE's expense within seven (7) days after it has been executed by GRANTOR....

2. **Purpose of Easement.**

2.1 Purpose Defined. The easement and grant of rents, credits and revenue created by this Agreement is solely and exclusively for wind energy purposes, and not for any other purpose, and GRANTEE shall have the exclusive right to use the Property for wind energy purposes and to derive all profits therefrom. For purposes of this Agreement, wind energy purposes means converting wind energy into electrical energy on the Property, and collecting and transmitting the electrical energy so converted, together with: (i) determining the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data, and extracting soil samples, (ii) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating on the Property: (A) wind turbines (including supporting towers and foundations) (collectively, "Wind Turbines"), (B) electrical distribution, collection, transmission and communications lines, electric transformers, telecommunications equipment, necessary for operation of Windpower Facilities, (C) power generation facilities to be operated in conjunction with Wind Turbine installations on the Property, (D) meteorological towers and wind measurement equipment, (E) control buildings, maintenance yards, and related facilities and equipment to be operated in connection with Wind Turbines on the Property (all of (A)-(E) above, including Wind Turbines, collectively "Windpower Facilities"). Activities undertaken by GRANTEE for wind energy purpose shall be referred to in this Agreement as "Development Activities."

2.2 Ingress and Egress For Wind Energy Purposes. The easement shall also include the right of ingress to and egress from Windpower Facilities located on the Property, over and across the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as GRANTEE may construct from time to time ("Access Rights"). GRANTEE'S rights and obligations with respect to Access Rights are further described in **Exhibit "B"** attached [to the Original Easement]...and incorporated herein by this reference as though fully set forth . . .

2.4 Option for Transmission Line Easement. GRANTOR hereby grants GRANTEE for a period of five (5) years, the non-exclusive option to acquire up to a 200 foot wide transmission line easement over and across real property owned by GRANTOR for the sole purpose of delivering electric power generated on the Property to commercial markets (the "Transmission Line Easement"). The consideration for the Transmission Line Easement shall be the sum ...[set forth in the Original Easement]. The Transmission Line Easement shall be on substantially the same terms and conditions as contained in the instrument attached...[to the Original Easement as Exhibit D].

3. **Term.**

3.1 Original Term. This Easement shall be for a term ("Original Term") commencing on the Effective Date and continuing until the sixth (6th) anniversary of the Effective Date provided that [the requirements for extension set forth more fully in the Original Easement have been satisfied] . . .

3.2 Extended Term. The Extended Term shall commence on the Operations Date [as defined in the Original Easement] and continue for a period of thirty (30) years thereafter . . . If requested by GRANTEE, GRANTOR shall execute and deliver a recording memorandum setting forth the commencement date of the Extended Term . . .

5. **Ownership of Windpower Facilities.**

GRANTOR shall have no ownership, lien, security or other interest in any Windpower Facilities installed on the Property, or any profits derived therefrom, and GRANTEE may remove any or all Windpower Facilities at any time. Except for the payments described in...[the Original Easement], GRANTOR shall not be entitled to any other payments or benefits accrued by or from the Wind Energy Project, including renewable energy credits, environmental credits, tax credits or grants . . .

7. **GRANTEE'S Representations, Warranties, and Covenants.** GRANTEE hereby represents, warrants, and covenants to GRANTOR that: . . .

7.5 Release, Indemnity, Defense.

(a) GRANTOR SHALL NOT BE LIABLE TO GRANTEE, OR TO GRANTEE'S AGENTS, DIRECTORS, OFFICERS, SERVANTS, EMPLOYEES, CONTRACTORS, INVITEES, CUSTOMERS, GUESTS OR LICENSEES AND GRANTEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR FROM AND AGAINST ANY AND ALL FINES, SUITS, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, LIABILITIES, ACTIONS, AND COSTS, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES (COLLECTIVELY "CLAIMS") SUSTAINED BY GRANTOR OR ANY THIRD PARTY ARISING IN ANY WAY, IN WHOLE OR IN PART, FROM GRANTEE'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY OR DEATH, DAMAGE TO PROPERTY AND ENVIRONMENTAL DAMAGE. GRANTEE'S OBLIGATIONS TO RELEASE, INDEMNIFY AND HOLD GRANTOR HARMLESS SHALL NOT INCLUDE THAT PORTION OF ANY CLAIM IF ARISING FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF GRANTOR.

(b) As to any claim made by GRANTOR hereunder, GRANTEE expressly waives any limitation of liability or immunity from suit with respect to injuries to employees of GRANTEE which may be extended to GRANTEE under any applicable Workers' Compensation statute, or similar law or judicial decision.

(c) GRANTEE agrees at GRANTEE's sole cost and expense to defend against any and all actions, suits or other proceedings that may be brought or instituted against GRANTOR on any claim or demand described in subparagraph (a) above and shall pay or satisfy any judgment or decree which may be rendered against GRANTOR in any such action, suit or legal proceeding or which may result therefrom. GRANTEE reserves at its option to have full control of any defense of such suits for which GRANTEE is obligated to indemnify GRANTOR pursuant to subparagraph (a) above and reserves at all times the right of choosing the attorney or attorneys, after consulting with GRANTOR, to perform the professional services involved in defending GRANTOR.

(d) To the extent that any of the obligations imposed by this Section 7 shall not be enforceable under applicable law, it is the intent of the parties that the provisions of this Section 7 shall be construed to impose only such obligations on GRANTEE and GRANTOR as shall be enforceable under applicable law. The indemnity provisions contained in Section 7.5 shall survive the termination of this Agreement.

(e) For purposes of this Section 7.5, GRANTOR shall mean: (i) GRANTOR and; (ii) GRANTOR's parent Plum Creek Timber Company, Inc.,-together with its subsidiaries, affiliates and related companies and their respective officers, directors, agents, partners, tenants, invitees, and contractors and employees.

7.6 Special Damages Release. GRANTOR SHALL NOT BE LIABLE TO GRANTEE AND GRANTEE AGREES TO WAIVE AND RELEASE GRANTOR FROM ANY CLAIM, LOSS OR LIABILITY FOR SPECIAL OR INCIDENTAL DAMAGES, LOSS OF USE, LOST PROFITS, PRODUCTION OR REVENUES OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF GRANTOR'S NEGLIGENCE OR FAULT (INCLUDING STRICT LIABILITY) ARISING OUT OF THIS AGREEMENT OR ANY BREACH THEREOF, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE . . .

8. **GRANTOR's Representations, Warranties, and Covenants.** GRANTOR hereby represents, warrants, and covenants as follows: . . .

8.2 Interference. GRANTOR's activities on the Property, and/or any grant of rights GRANTOR makes to any person or entity to use the Property shall not unreasonably interfere with: the construction, installation, maintenance, or operation of the Windpower Facilities located on the Property; or access over the Property to such Windpower Facilities. Without limiting the generality of the foregoing, (i) GRANTOR shall not unreasonably interfere with the wind speed or wind direction over the Property, whether by placing Wind Turbines, telecommunication towers or antennas or constructing buildings or other structures, or by engaging in any other activity on the Property that could be reasonably expected to cause a decrease in the output or efficiency of the Windpower Facilities located on the Property, or (ii) disturb the subsurface such that it could be reasonably expected to unreasonably interfere with the structural integrity of the Windpower Facilities located on the Property, whether by mining, drilling or otherwise. Provided further that for any structure placed within three thousand feet (3,000') feet of a Wind Turbine, by GRANTOR, GRANTOR for itself and any person or entity claiming the use or occupancy thereof by or through GRANTOR, waives and releases any claims for noise, vibration or electrical interference, interference with sunlight or intermittent shadow problems. For the purposes of this Agreement, any building or structure that GRANTOR installs within three thousand feet (3,000') of any Wind Turbine shall be deemed not to unreasonably interfere with the wind speed or wind direction over the Property or cause a decrease in the output of efficiency of the Windpower Facilities, provided that, the height of such structure from the base of any Wind Turbine on the Property is thirty feet (30') or less. It is specifically understood and agreed that nothing in this Agreement shall in any manner limit GRANTOR in its customary forestry activities, including planting, growing, harvesting and removing timber except as limited by the permits, approvals or other governmental approvals granted for the Wind Energy Project.

8.3 Title. To the knowledge of GRANTOR, there are no unrecorded liens, leases, mortgages, or deeds of trust (except as disclosed to GRANTEE in writing), that are not a matter of public record or discoverable through a reasonable inspection of the Property . . .

11. Mortgage Protection.

In the event that any mortgage, deed of trust or other security interest in this Agreement or in any Windpower Facilities is entered into by GRANTEE or any Assignee (an "Easement Mortgage"), then any parties who are mortgagees of an Easement Mortgage (an "Easement Mortgage") shall, for so long as its Easement Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 11, but only after GRANTOR has received written notice of the name and address of any such Easement Mortgagee from GRANTEE.

11.1 Easement Mortgagee's Right to Possession, Right to Acquire and Right to Assign. An Easement Mortgagee shall have the right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the easement estate by any lawful means; (iii) to take possession of and operate the Windpower Facilities or any portion thereof and to perform all obligations to be performed by GRANTEE hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire the easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the easement estate to a third party. GRANTOR's consent shall not be required for the acquisition of the encumbered easement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

11.2 Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by GRANTEE, GRANTOR shall give written Notice of Default to each Easement Mortgagee concurrently with delivery of such notice to GRANTEE. In the event GRANTOR gives an Easement Mortgagee a Notice of Default, the following provisions shall apply:

(a) A "Monetary Event of Default" means failure to pay when due any fee, payment, real property taxes, insurance premiums or other monetary obligation of GRANTEE under this Agreement. Any other Event of Default is a "Non-Monetary Event of Default."

(b) The Easement Mortgagee shall have the same period after receipt of Notice of Default to remedy the default, or cause the same to be remedied, as is given to GRANTEE after GRANTEE's receipt of Notice of Default plus, in each instance, the following additional time periods: (i) thirty (30) days, for a total of sixty (60) days after receipt of the Notice of Default in the event of any Monetary Event of Default; and (ii) thirty (30), for a total of ninety (90) days after receipt of the Notice of Default in the event of any Non-Monetary Event of Default, provided that such 90-day period shall be extended for the time reasonably required to complete such cure if cure can be completed but in no event for more than one hundred eighty (180) days dating from the Event of Default. The Easement Mortgagee shall have the right to substitute itself for the GRANTEE and perform the duties of GRANTEE hereunder for purposes of curing such defaults. GRANTOR expressly consents to such substitution, agrees to accept

such performance, and authorizes the Easement Mortgagee (or its employees, agents, representatives or contractors) upon advance written notice to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original GRANTEE hereunder. GRANTOR shall not terminate this Agreement prior to expiration of the cure periods available to an Easement Mortgagee as set forth above. *

(c) During any period of possession of the Property by an Easement Mortgagee (or a receiver requested by such Easement Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by an Easement Mortgagee, the Easement Mortgagee shall pay or cause to be paid the Operating Fees and all other monetary charges payable by GRANTEE hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of GRANTEE's easement estate by the Easement Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect provided that the Easement Mortgagee or party acquiring title to GRANTEE's easement estate shall as a precondition to acquiring the easement estate cure any Monterey Events of Default and commence and complete the cure of all Nonmonetary Events of Default within the time periods required by this Agreement. If an Easement Mortgagee (or its assignee) successfully cures the Event of Default within the time periods required by this Agreement, then GRANTOR's right to terminate this Agreement based upon such Event of Default shall be waived.

(d) Any Easement Mortgagee or other party who acquires GRANTEE's easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations and assume the liabilities imposed on GRANTEE by this Agreement regardless of the date upon which the obligation arose or the liability arose.

(e) Nothing herein shall be construed to extend this Agreement beyond its term or to require an Easement Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Easement Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

11.3 New Easement to Mortgagee. If this Agreement terminates because it is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, the GRANTOR, upon written request from any Easement Mortgagee within forty-five (45) days after such event, shall as reasonably necessary to confirm such Easement Mortgagee's rights, either ratify this Agreement or enter into a new easement for the Property, on the following terms and conditions:

(a) The term of the new easement shall commence on the date of foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this

Agreement, at the same rent and other payments and subject to all the same terms and conditions set forth in this Agreement.

(b) GRANTOR shall ratify this Agreement or execute the new easement, as applicable, within forty-five (45) days after receipt by GRANTOR of written notice of the Easement Mortgagee's election to either ratify this Agreement or enter a new easement, provided said Easement Mortgagee: (i) pays to GRANTOR all rent and other monetary charges then payable by GRANTEE under the terms of this Agreement, as if this Agreement had not been foreclosed, rejected or disaffirmed; (ii) performs all other obligations of GRANTEE under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Easement Mortgagee; and (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by GRANTEE and would have accrued under this Agreement up to the date of the ratification or commencement of the new easement. If GRANTOR records a memorandum of easement that references this subsection (b), then any ratification or new easement granted to the Easement Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by GRANTOR.

(c) The provisions of this Section 11 shall survive the rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by GRANTOR, GRANTEE and such Easement Mortgagee, and, from the effective date of such rejection or disaffirmance of this Agreement to the date of execution and delivery of such ratification or new easement, as applicable, such Easement Mortgagee may use and enjoy said Property without hindrance by GRANTOR or any person claiming by, through or under GRANTOR, provided that all of the conditions for a ratification or a new easement as set forth herein are complied with.

11.4 Easement Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists an unpaid Easement Mortgage, GRANTOR shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from GRANTEE prior to expiration of the term without the prior written consent of the Easement Mortgagee. This provision is for the express benefit of and shall be enforceable by such Easement Mortgagee.

11.5 No Merger. There shall be no merger of this Agreement, or of the easement estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including an Easement Mortgagee)

having an interest in this Agreement shall join in a written instrument effecting such merger and shall duly record the same.

12. Miscellaneous.

. . . 12.2 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon GRANTOR and GRANTEE and, to the extent provided in any Transfer under Section 9 . . . [of the Original Easement], any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to GRANTEE in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in the easement created hereunder or this Agreement and actually are exercising rights under such easement or this Agreement to the extent consistent with such interest . . .

The undersigned are recording this document to give record notice of the Original Easement and all interests, rights, easements, obligations and agreements contained therein, all of which are incorporated herein by reference. It is acknowledged that this Agreement contains excerpts from the Original Easement and is not a reproduction thereof, and as such certain provisions and agreements contained in the Original Easement are not contained herein. This Confirmatory Wind Energy Easement in no way modifies, alters or amends the terms of the Original Easement, which continues in full force and effect including without limitation those provisions and agreements that are not contained herein. The Original Easement is on file in the offices of GRANTEE, at 179 Lincoln Street, Suite 500, Boston, MA 02111.

IN WITNESS WHEREOF, GRANTOR and GRANTEE, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

[Intentional end of page. Signatures follow on separate signature pages.]

"GRANTOR"

Plum Creek Maine Timberlands, L.L.C.

By: *Rehad P. Hossain* **EOB**

Name: Rehad P. Hossain
General Manager, Energy & Natural Resources

Its: _____

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

The foregoing instrument was acknowledged before me this 16th day of April, 2013, by Rehad P. Hossain - G.M., authorized representative of Plum Creek Maine Timberlands, L.L.C.

Witness my hand and official seal.

Marlyn Minor
Notary Public
My commission expires: July 17th 2014



"GRANTEE"

Blue Sky West, LLC

By: ~~First Wind Maine Holdings, LLC~~ MAINE WIND HOLDINGS, LLC

Its: Member

By: [Signature]

Name: AARON MACQUEEN

Title: ASST. SECRETARY

STATE OF Massachusetts

COUNTY OF Suffolk

§
§
§

4-17, 2013

Personally appeared the above-named Aaron MacQueen,
Asst. Secretary of Maine Wind Holdings, LLC, member of Blue Sky West, LLC, as
aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free
act and deed of said limited liability company.

Before me,

[Signature]
Notary Public

Print Name of Notary: Jill Wynn DeRamos

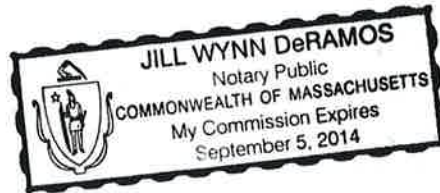


EXHIBIT "A"
Depiction of the Property
 (shown as the cross-hatched "Subject Property")

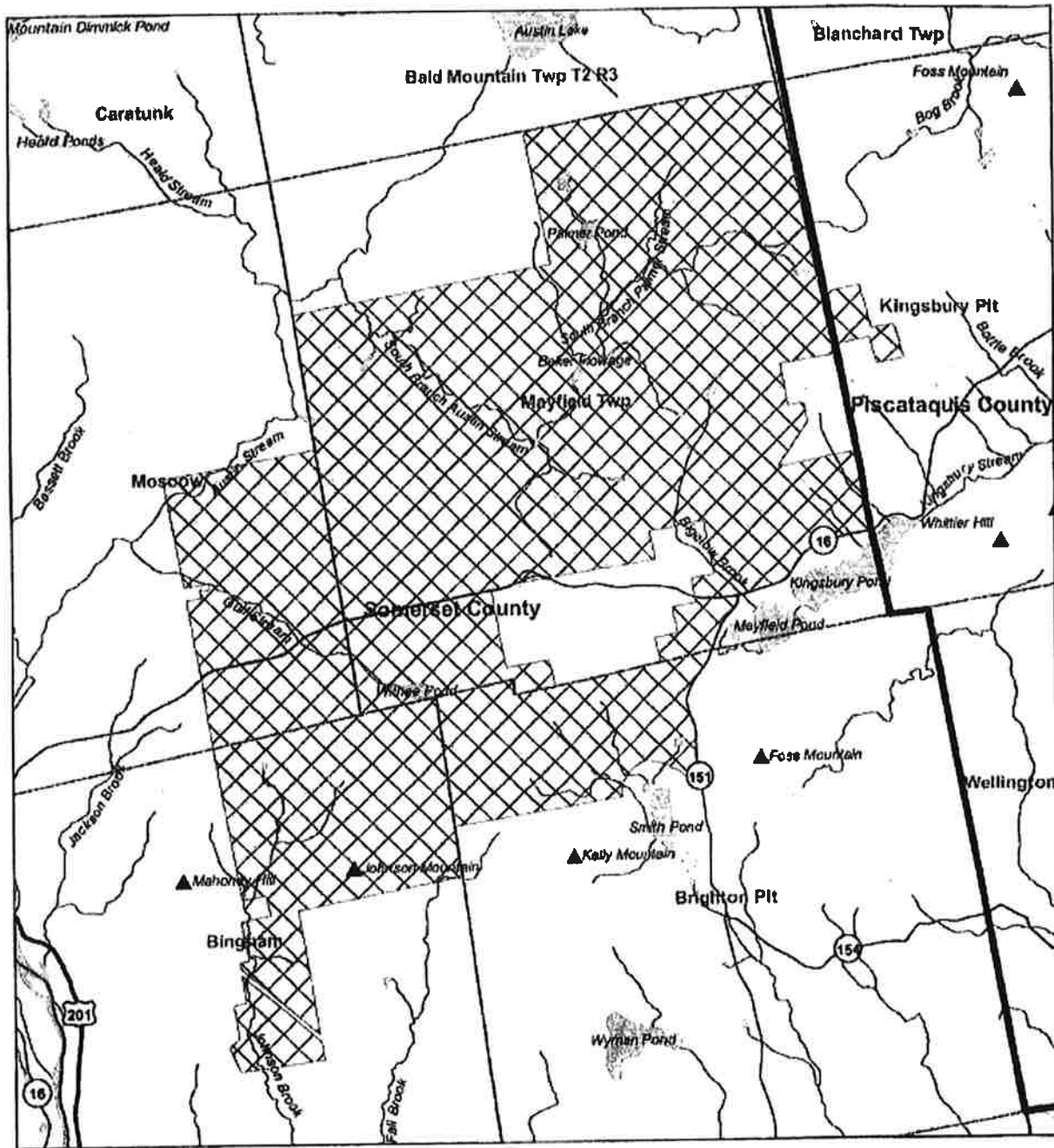









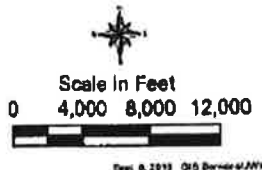


Exhibit A
Subject Property

Legend

- | | |
|--|--|
|  Subject Property | Road Type |
|  Counties |  Interstate |
|  Townships |  US Highway |
|  River/Perennial Stream |  State Highway |
|  Intermittent Stream |  Mountain Peak |



MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

E.D. Bessey & Son
Their successors and assigns
US Route 201
P.O. Box 96
Hinckley, ME 04994

LESSEE

Blue Sky West, LLC, LLC
c/o First Wind Energy, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

PREMISES:

The Lessors, as owners of the real property in the Town of Mayfield in the County of Somerset as more particularly described in Deed recorded with the Somerset County Registry in Book 1787, Page 317 and in Book 468, Page 359 and more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised portion, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on the May 1, 2009.

EXTENSION TERM:

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

RIGHTS UPON SALE:

Should the Lessors, at any time during the term of this Lease, decide to sell all or any part of the Property to a purchaser other than the Lessee, such sale shall be under and subject to this lease and the Lessee's rights hereunder, and any sale by the Lessors of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the Lessee in and to such right-of-way.

NON-INTERFERENCE

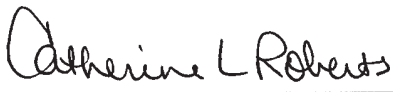
Lessee shall have the exclusive right to convert all of the wind resources of the Property. Lessor's activities and any grant of rights Lessor makes to any third party, whether located on the Property or elsewhere, shall not, now or in the future, interfere in any way with Lessee's exercise of any rights granted under this Agreement. Lessor shall not interfere with the wind speed or wind direction over the Property by engaging in any activity on the Property that might cause a decrease in the output or efficiency of any WTG, including any WTGs located on land adjoining the Property. Lessor must consult with and obtain Lessee's prior written approval as to the location of all structures measuring in height greater than one quarter of the WTG tower height, and within a radius of 20 rotor diameters from any WTG, whether located on or off the Property.

DATED this 1st day of May, 2009.


Lessor

STATE OF Maine)
) ss.:
COUNTY OF Kennebec)

On this 1st day of May, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Earle D. Bessy III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

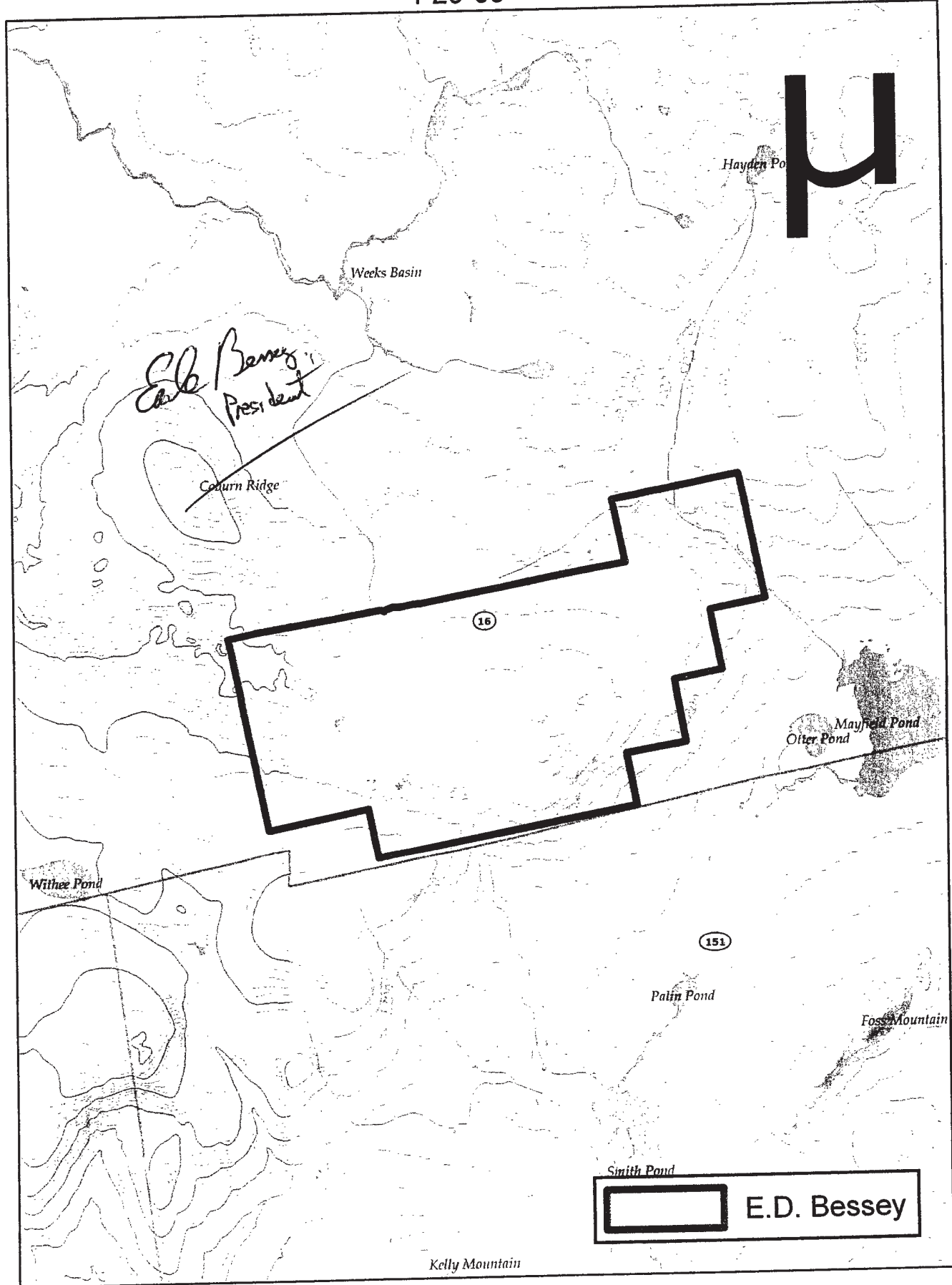


Notary Public

CATHERINE L. ROBERTS
Notary Public, Maine
My Commission Expires December 8, 2013

SEAL

Lease Area Map - Bessey Mayfield Parcel 4-29-09



There is a more recent deed
which I do not have -
Same description

May 29, 1992
Somerset Registry of Deeds
Book 1787
Page 317

E. J. Bessey

Quit-Claim Deed

WITH COVENANT

FROM
Henry Crowell
TO

E. D. Bessey & Son

Deed May 5th, A.D. 1955

State of Maine

Somerset, M. Registry of Deeds

Received May 5, 1955,

at L. H., H., M., P., M, and

recorded in Book 568, Page 359,

ATTEST
Charles E. Hamford
REGISTER

FROM THE OFFICE OF
James & James
120 Water St.
Skowhegan, Maine

149-1
500

Know All Men by These Presents,

That I, Henry Crowell of Skowhegan in the County of Somerset and State of Maine

in consideration of One Dollar and other valuable considerations

paid by E. D. Bessey & Son, a corporation organized and existing under the laws of the State of Maine, and having its office and principal place of business at Waterville in the County of Kennebec and State of Maine.

the receipt whereof I do hereby acknowledge, do hereby ~~release~~

bargain, sell and convey and forever quit-claim unto the said E. D. Bessey & Son, a corporation organized and existing under the laws of the State of Maine, and having its office and principal place of business at Waterville in the County of Kennebec and State of Maine its successors and assigns forever,

~~hereby and assigns forever,~~

A certain lot or parcel of land situate in Somerset County in Township Two, Range Two, formerly known as Mayfield Plantation and bounded and described as follows, to-wit: Certain lands situated in Mayfield in the County of Somerset and State of Maine, known and described as follows, viz: Lot numbered Six (6) in the 5th range of lots in Mayfield, according to Joseph Spaulding's plan and survey of said town, containing one hundred (100) acres more or less; also lot numbered Six (6) in the fourth (4th) range of lots in said town according to said Spaulding's plan and survey containing one hundred twenty (120) acres, more or less; also the west half of lot numbered Six (6) in the third (3rd) range of lots in said Town of Mayfield, according to said Spaulding's said plan and survey, containing seventy (70) acres more or less, together with the right of way from said last named lot across lot numbered six (6) in the fourth (4th) range of lots in said town, also together with a right of way from lot numbered Six (6) in the fifth (5th) range of lots in said town, and a right of way from said lot numbered Six (6) in the fifth (5th) range across lot Six (6) in the third (3rd) range of lots in said town.

I derived my title in and to the above described premises by virtue of two Personal Warranty Deeds, both from Perley L. Bryant to me, the first deed bearing date of March 27, A.D., 1914, and recorded in Somerset County Registry of Deeds, Book 316, Page 22, and the second bearing date of May 27, A.D., 1926, and recorded in Somerset County Registry of Deeds, Book 385, Page 459.

Also other certain lots or parcels of land situate in said Township Two, Range Two and bounded and described as follows, to-wit: A certain piece of wild land situated in the town of Mayfield, Somerset County, Maine, consisting of the following lots, namely:

I also further derived title in and to the next above described premises by virtue of deed from Coburn Heirs, Inc. to Charles Green and me, bearing date of May 9, A.D., 1934, and recorded in Somerset County Registry of Deeds, Book 426, Page 118.

I further derived title in and to the next above described premises by virtue of Warranty Deed from Mabel G. Viles et als. to me, dated March 20, A.D., 1952, and recorded in Somerset County Registry of Deeds, Book 542, Page 408.

And I do covenant with the said Grantee, its ^{successors} ~~heirs~~ and assigns, that I will Warrant and Forever Defend the premises to it the ^{said} ~~same~~ Grantee, its ^{successors} ~~heirs~~ and assigns forever, against the lawful claims and demands of all persons claiming by, through or under me.

In Witness Whereof, I the said Henry Crowell

and I, Vena B. Crowell

wife of the said Henry Crowell

joining in this deed as Grantor, and relinquishing and conveying my rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this fifth day of May in the year of our Lord one thousand nine hundred and fifty five.

Signed, Sealed and Delivered in presence of

Clayton E. Eames
H BOTA

Henry Crowell
Vena B. Crowell

State of Maine, Somerset ss. May 5th, A.D. 19 55.

Personally appeared the above named Henry Crowell

and acknowledged

the above instrument to be his free act and deed.

MEMORANDUM OF AGREEMENT

PARTIES TO AGREEMENT:

CENTRAL MAINE POWER COMPANY, a Maine business corporation with a mailing address of 83 Edison Drive, Augusta, Maine 04366 ("CMP"); and **BLUE SKY WEST II, LLC**, a Delaware limited liability company with a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("BSWII")

I. Agreement; Interests subject to Agreement: The parties have entered into an Agreement which provides that each party will, subject to certain conditions, enter into an Easement Agreement permitting BSWII to construct and operate electrical and transmission facilities on and over certain lands owned by or in which CMP has easement rights in the Town of Parkman, County of Piscataquis, State of Maine More specifically the Easement Agreement will encumber CMP's interests in the premises listed on Schedule A hereto.

II. Effective Date of Agreement: April 12, 2013

III. Closing: The closing of the Agreement will take place not later than three years and ninety days after the Effective Date unless earlier terminated in accordance with the terms of the Agreement. Subject to the termination and expiration provisions of the Agreement, the Agreement may be extended by two years upon mutual agreement of the Parties.

IV. CMP Purchase Rights. CMP shall have certain rights described in the Agreement or otherwise set forth in a separate agreement to regarding an option to acquire certain BSWII interests and facilities located in part on the above referenced easement area.

V. Counterparts: This Memorandum may be executed in multiple counterparts, which together shall constitute a single instrument.

[Signature and acknowledgment page to follow.]

In Witness Whereof, the parties to the Agreement have caused this Memorandum of Agreement to be executed by their duly authorized representatives as of the 11th day of April, 2013.

WITNESS:

[Signature]
Print Name of Witness: Richard P. Hevey

CENTRAL MAINE POWER COMPANY

By: [Signature]
Name: Sara J. Burns

STATE OF MAINE
COUNTY OF KENNEBEC

April 11, 2013

Personally appeared the above-named Sara J. Burns, President & CEO of Central Maine Power Coas aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

N.P.
SEAL

Before me,

[Signature]

Notary Public/Attorney at Law
Print Name of Notary:
My commission expires:

RHONDA C. GILLESPIE
NOTARY PUBLIC
State of Maine
My Commission Expires June 6, 2019

WITNESS:

Print Name of Witness:

BLUE SKY WEST II, LLC

By: Maine Wind Holdings, LLC
Its: Member

By: _____
Name: _____
Its: _____

Commonwealth of Massachusetts
County of Suffolk

_____, 2013

Then personally appeared the above-named, _____ of Maine Wind Holdings, LLC, Member of Blue Sky West II, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies.

Before me,

Notary Public
Print Name of Notary: _____
My commission expires:

In Witness Whereof, the parties to the Agreement have caused this Memorandum of Agreement to be executed by their duly authorized representatives as of the 11th day of April, 2013.

WITNESS:

CENTRAL MAINE POWER COMPANY

[Signature]
Print Name of Witness: Richard P. Hevey

By: [Signature]
Name: Sara J. Burns

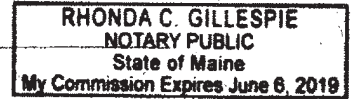
STATE OF MAINE
COUNTY OF KENNEBEC

April 11, 2013

Personally appeared the above-named Sara J. Burns, President & CEO of Central Maine Power Co as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

[Signature]
Notary Public/Attorney at Law
Print Name of Notary:
My commission expires:



WITNESS:

BLUE SKY WEST II, LLC
By: Maine Wind Holdings, LLC
Its: Member

[Signature]
Print Name of Witness:

By: [Signature]
Name: AARON MACQUEEN
Its: ASST. SECRETARY

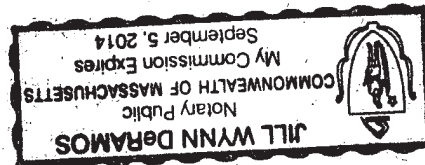
Commonwealth of Massachusetts
County of Suffolk

April 12, 2013

Then personally appeared the above-named, ASST. SECRETARY of Maine Wind Holdings, LLC, Member of Blue Sky West II, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies.

Before me,

[Signature]
Notary Public
Print Name of Notary: Jill Wynne DeRamos
My commission expires: 9-5-2014



SCHEDULE A
CMPCO EASEMENTS AND FEE OF RECORD
(CMPCO Line 216 Transmission Corridor)

1. Deed from Peter F. Morin to Central Maine Power Company, dated October 12, 1960; recorded in Piscataquis County Registry of Deeds, Book 341, Page 140.
2. Deed from S.W. Herrick and P.W. Herrick to Central Maine Power Company, dated July 26, 1077; recorded in Piscataquis County Registry of Deeds, Book 459, Page 176.
3. Deed from Frank C. Pinette and Adena L. Pinette to Central Maine Power Company, dated January 27, 1977; recorded in Piscataquis County Registry of Deeds, Book 452, Page 113.
4. Deed from Larry G. Glidden and Nancy G. Glidden to Central Maine Power Company, dated May 23, 1986; recorded in Piscataquis County Registry of Deeds, Book 605, Page 167.
5. Deed from Allen W. Hayden and Bert F. Drew to Central Maine Power Company dated February 28, 1947 recorded in the Piscataquis County Registry of Deeds in Book 237, Page 426.
6. Deed from Ernest E. Richards to Central Maine Power Company dated February 9, 1959 recorded in the Piscataquis County Registry of Deeds in Book 335, Page 177.

Piscataquis County
Recorded
Apr 16, 2013 11:50:57A
Linda M. Smith
Register of Deeds

GENERATOR LEAD EASEMENT AGREEMENT

THIS GENERATOR LEAD EASEMENT AGREEMENT (the "**Agreement**") is by and between **Stephen Northup and Wendy Northup**, individuals with a mailing address of 55 Davis Road, Parkman, Maine 04443 (collectively, "**Grantor**") and **Blue Sky West II, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Town of Parkman, Piscataquis County, Maine described in those deeds recorded in the Piscataquis County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted by the shaded area on **Exhibit B** (referred to hereinafter as "**Exhibit B**") as the "**Easement Area**" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to improve and utilize the existing trail along the Easterly property line of the Land as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement.** Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "Access Easement") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of the existing trail along the Easterly boundary line of the Land existing as of the Effective Date and as may be improved to the extent necessary by Grantee, provided, however, in no event shall Grantee have the right to utilize Davis Road. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses

incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Easement Area for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty

(30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension.** Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements; Final Location.** The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted areas subject to Easements are not materially different and impose no greater burden on the Land than the location or route of the areas subject to Easements generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor; and (iii) in the event that said Transmission and Telecommunications Easement and the Easement Area varies as to location by more than one hundred (100) feet from the location generally depicted on **Exhibit B**, then Grantee shall obtain the prior written permission as to such location from Grantor, such consent not to be unreasonably withheld, conditioned or delayed. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of, and areas subject to, the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor.**

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements. The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor.** Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference.** Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights

granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default.** The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the easement rights granted to Grantee hereunder. These various security interests in all or a part of the easement rights granted hereunder are collectively referred to as a "Mortgage" and each holder of the Mortgage, is referred to as "Mortgagee." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and

the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and easements herein conveyed to Grantee hereunder (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee

21. **Extension of Time.** The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "Effective Date" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND
ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Stephen and ^{Wendy} Nancy Northup have executed this instrument this 25th day of April, 2011.

[Signature]
Stephen Northup

[Signature]
Wendy Northup

STATE OF MAINE

§

COUNTY OF Piscataquis

§

4/25, 2011

Personally appeared the above-named Stephen Northup and acknowledged the foregoing instrument to be his free act and deed.

Before me,

[Signature]
Notary Public

N.P.
SEAL

Print Name of Notary: LINDA D. GILBERT
Notary Public • State of Maine
My Commission Expires November 2, 2014

STATE OF MAINE

§

COUNTY OF Piscataquis

§

4/25, 2011

Personally appeared the above-named Wendy Northup and acknowledged the foregoing instrument to be her free act and deed.

Before me,

[Signature]
Notary Public


N.P.
SEAL

Print Name of Notary: LINDA D. GILBERT
Notary Public • State of Maine
My Commission Expires November 2, 2014

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **Blue Sky West II, LLC**, has caused this instrument to be executed by its duly authorized representative this 20th day of May, 2011.

BLUE SKY WEST II, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: 
Name: Arthur J. Snell
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

§
§
§

COUNTY OF Suffolk

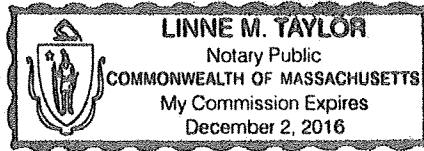
May 20, 2011

Personally appeared the above-named Arthur J. Snell, Assistant Secretary of Maine Wind Holdings, LLC, Member of Blue Sky West II, LLC, as aforesaid, and acknowledged the foregoing instrument to be his ~~his~~ free act and deed and the free act and deed of said limited liability companies.

Before me,


Notary Public

Print Name of Notary: Linne M. Taylor



N.P.
SEAL

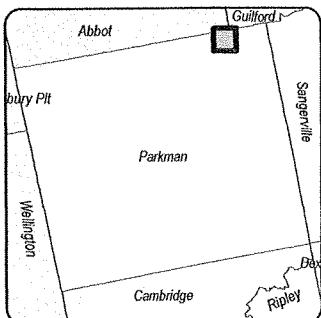
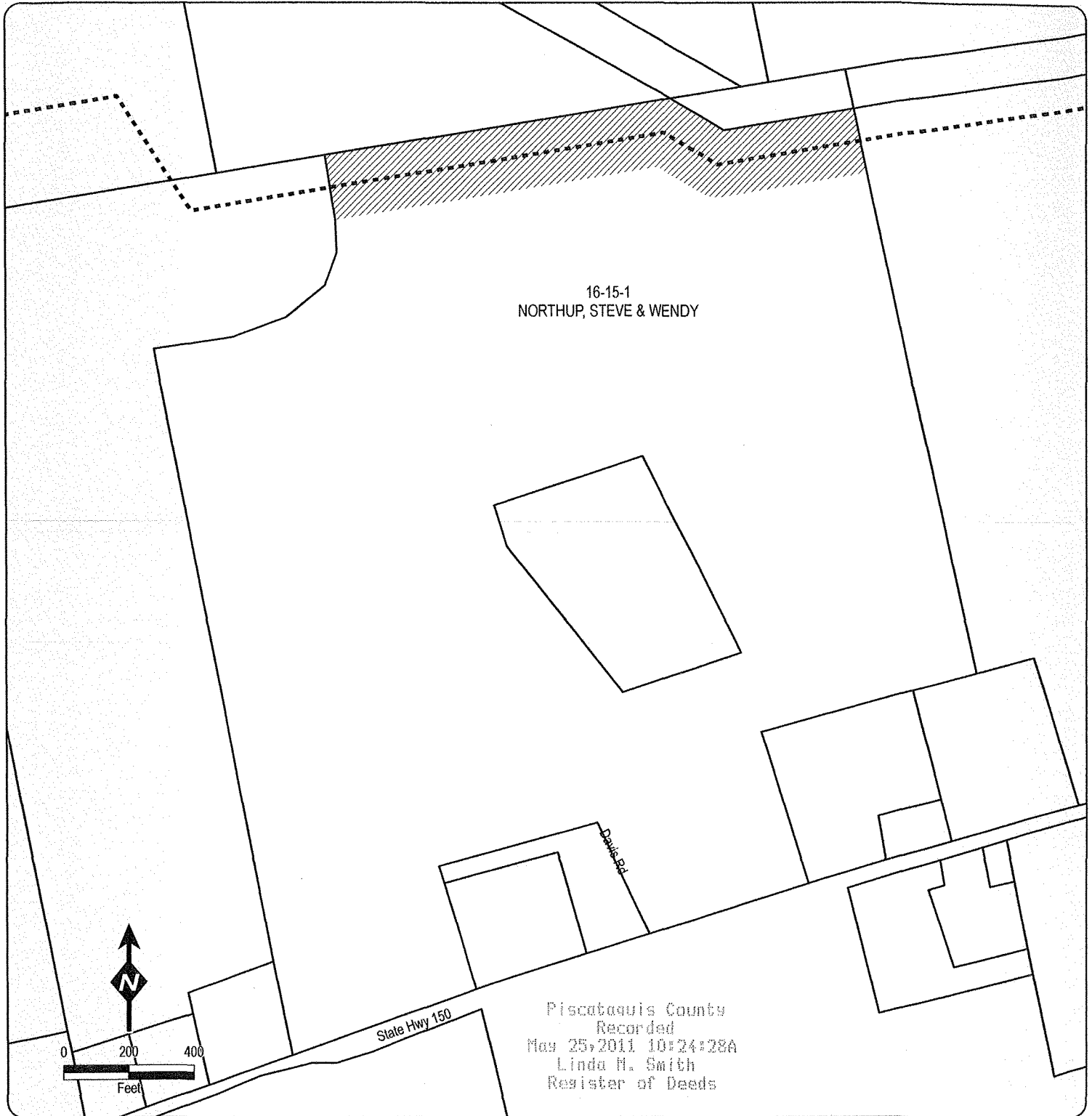
EXHIBIT A

List of Source Deeds

Warranty Deed from Gordon E. Davis and Dianne I. Davis to Stephen Northup and Wendy Northup dated December 31, 2009 and recorded at Piscataquis County Registry of Deeds in Book 2030, Page 89.

EXHIBIT B

Depiction of Transmission and Telecommunications Easement and Access Easement



Legend

- Approximate Location of Transmission Corridor Center Line
- /// Easement Area - Approx. 7.7 ac
- Approximate Parcel Boundary

DATA SOURCES:
MAINE OFFICE OF GIS, TOWN OF PARKMAN

MAP COORDINATE SYSTEM:
NAD83 UTM ZONE 19N, U.S. SURVEY FEET

NOTES:
1. PARCEL BOUNDARY DERIVED FROM MUNICIPAL TAX MAPS. THIS MAP IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

**Blue Sky West
Wind Power Project**

Northup Property
Parkman - Tax Map 16 Lot 15-1
Piscataquis County, ME
Book 2030, Page 89

Prepared by: TRC 4/8/2011

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GENERATOR LEAD EASEMENT AGREEMENT

THIS GENERATOR LEAD EASEMENT AGREEMENT (the "**Agreement**") is by and between **Jack Tooley and Joyce Tooley**, individuals with a mailing address of PO Box 746, Guilford, ME 04443 (collectively, "**Grantor**") and **Blue Sky West II, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Town of Parkman, Piscataquis County, Maine described in those deeds recorded in the Piscataquis County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement.** Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted by the shaded area on **Exhibit B** (referred to hereinafter as "**Exhibit B**") as the "Easement Area" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along and within the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement.** Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date and to the Land using easements and rights of access to the Land, if any, of Grantor, but only to the extent of such rights, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement

Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form

satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension.** Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements; Final Location.** The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted areas subject to Easements are not materially different and impose no greater burden on the Land than the location or route of the areas subject to Easements generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor; and (iii) in the event that said Transmission and Telecommunications Easement and the Easement Area varies as to location by more than one hundred (100) feet from the location generally depicted on **Exhibit B**, then Grantee shall obtain the prior written permission as to such location from Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of, and areas subject to, the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a

revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor.**

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements. The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor.** Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference.** Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the

purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default.** The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the easement rights granted to Grantee hereunder. These various security interests in all or a part of the easement rights granted hereunder are collectively referred to as a "Mortgage" and each holder of the Mortgage, is referred to as "Mortgagee." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under

this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and easements herein conveyed to Grantee hereunder (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of

Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Jack and Joyce Tooley
PO Box 746
Guilford, ME 04443

Notice to Grantee: Blue Sky West II, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time.** The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "Effective Date" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND
ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Jack Tooley and Joyce Tooley have executed this instrument this 21 day of March, 2019.

Jack Tooley
Jack Tooley

Joyce Tooley
Joyce Tooley

STATE OF MAINE §
 §
COUNTY OF Piscataquis §

March 21, 2019

Personally appeared the above-named Jack Tooley and acknowledged the foregoing instrument to be his free act and deed.

N.P.
SEAL

Before me,

Brenda J. Hartford
Notary Public

Print Name of Notary: Brenda J. Hartford
COM Exp 9-23-2017

STATE OF MAINE §
 §
COUNTY OF Piscataquis §

March 21, 2019

Personally appeared the above-named Joyce Tooley and acknowledged the foregoing instrument to be her free act and deed.

N.P.
SEAL

Before me,

Brenda J. Hartford
Notary Public

Print Name of Notary: Brenda J. Hartford
COM. Exp 9-23-2017

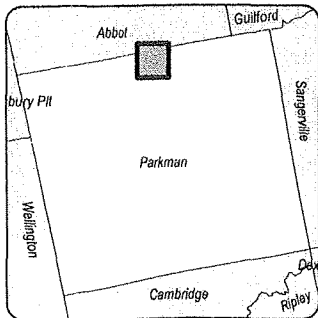
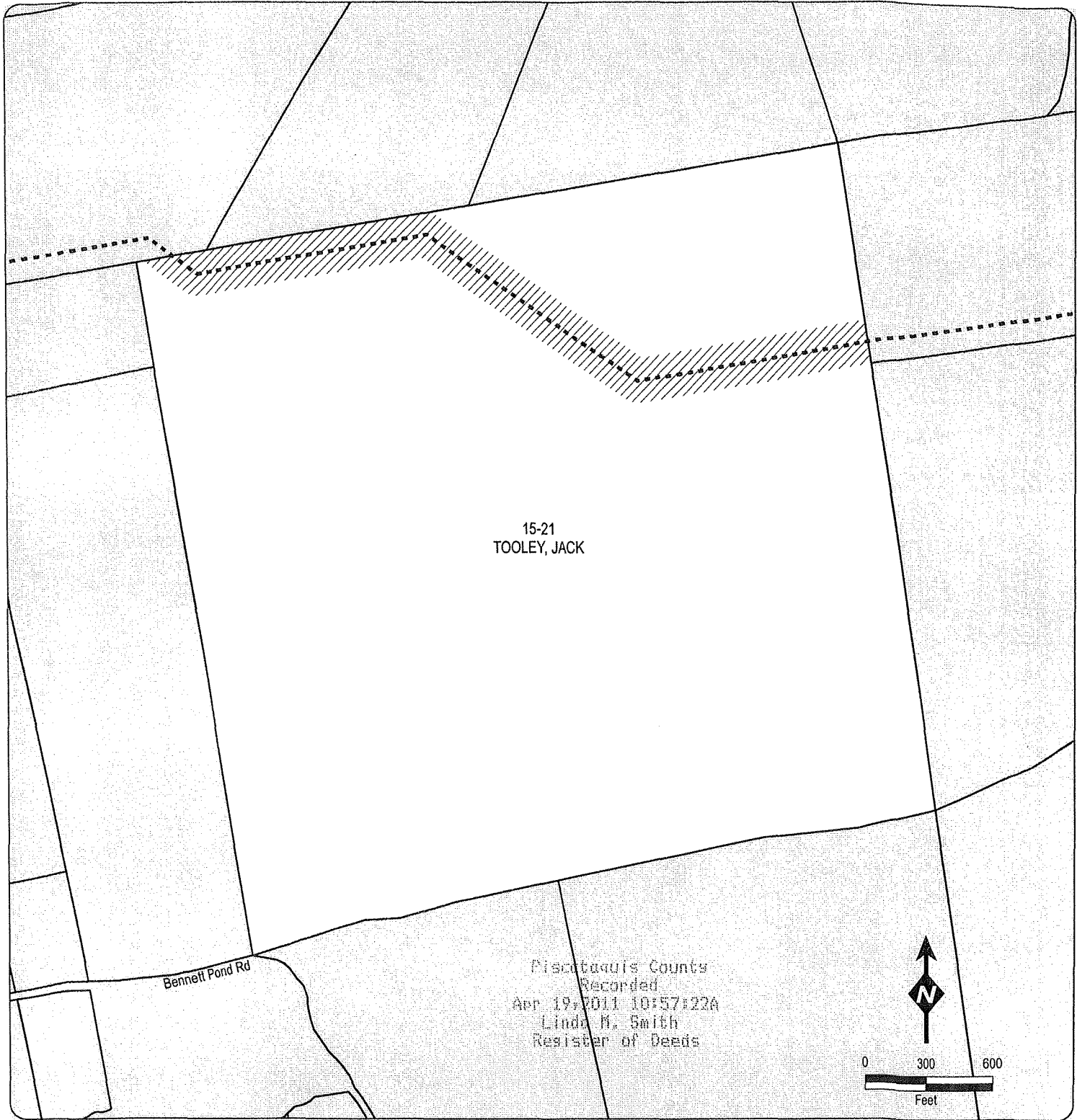
EXHIBIT A

List of Source Deeds

Warranty Deed from Bennett L. Stanford to Jack Tooley and Joyce Tooley dated July 12, 2004 and recorded at Piscataquis County Registry of Deeds in Book 1579 Page 126.

EXHIBIT B

Depiction of Transmission and Telecommunications Easement and Access Easement



Legend

- Approximate Location of Transmission Corridor Center Line
- //// Easement Area - Approx. 16.3 ac.
- Approximate Parcel Boundary

DATA SOURCES:
MAINE OFFICE OF GIS, TOWN OF PARKMAN

MAP COORDINATE SYSTEM:
NAD83 UTM ZONE 19N, U.S. SURVEY FEET

NOTES:
1. PARCEL BOUNDARY DERIVED FROM MUNICIPAL TAX MAPS. THIS MAP IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

**Blue Sky West
Wind Power Project**

Tooley Property
Parkman - Tax Map 15 Lot 21
Piscataquis County, ME
Book 1579, Page 126

Prepared by: TRC 3/17/2011

GENERATOR LEAD EASEMENT AGREEMENT

THIS GENERATOR LEAD EASEMENT AGREEMENT (the "**Agreement**") is by and between **Daniel M. Grant**, individuals with a mailing address of 8 Emma Drive, Hopkinton, MA 01748 (collectively, "**Grantor**") and **Blue Sky West II, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Town of Abbot, Piscataquis County, Maine described in those deeds recorded in the Piscataquis County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement.** Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted by the shaded area on **Exhibit B** (referred to hereinafter as "**Exhibit B**") as the "**Easement Area**" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to improve and utilize the existing trail along the Easterly property line of the Land as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement.** Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to

repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Easement Area for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty

(30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension.** Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements; Final Location.** The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land, however the Easement shall at all times be near the northwesterly border adjacent to the property line of the Land and shall not encroach on the lookout knoll. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted areas subject to Easements are not materially different and impose no greater burden on the Land than the location or route of the areas subject to Easements generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of, and areas subject to, the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor.**

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements. The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 *et seq.* All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor.** Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference.** Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to

erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default.** The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the easement rights granted to Grantee hereunder. These various security interests in all or a part of the easement rights granted hereunder are collectively referred to as a "Mortgage" and each holder of the Mortgage, is referred to as "Mortgagee." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each

Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and easements herein conveyed to Grantee hereunder (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Daniel M. Grant
8 Emma Drive
Hopkinton, MA 01748

Notice to Grantee: Blue Sky West II, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time.** The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "Effective Date" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND
ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Daniel M. Grant has executed this instrument this 22 day of June, 2011.

Daniel M. Grant
Daniel M. Grant

STATE OF MAINE MASSACHUSETTS §

COUNTY OF Middlesex §

June 22, 2011

Personally appeared the above-named Daniel M. Grant and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Christine H. Burke
Notary Public

Print Name of Notary: Christine H. Burke



CHRISTINE H. BURKE, ESQ.
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
February 7, 2014

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **Blue Sky West II, LLC**, has caused this instrument to be executed by its duly authorized representative this 30th day of June, 2011.

BLUE SKY WEST II, LLC
By: Maine Wind Holdings, LLC
Its: Member

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

COMMONWEALTH OF MASSACHUSETTS §

COUNTY OF Suffolk §

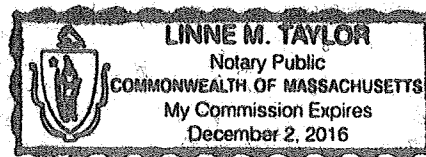
June 30 2011

Personally appeared the above-named Arthur J. Snell, ~~Assistant Secretary~~ of Maine Wind Holdings, LLC, Member of Blue Sky West II, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/~~her~~ free act and deed and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary: Linne M. Taylor



N.P.
SEAL

EXHIBIT A

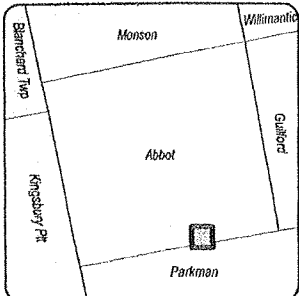
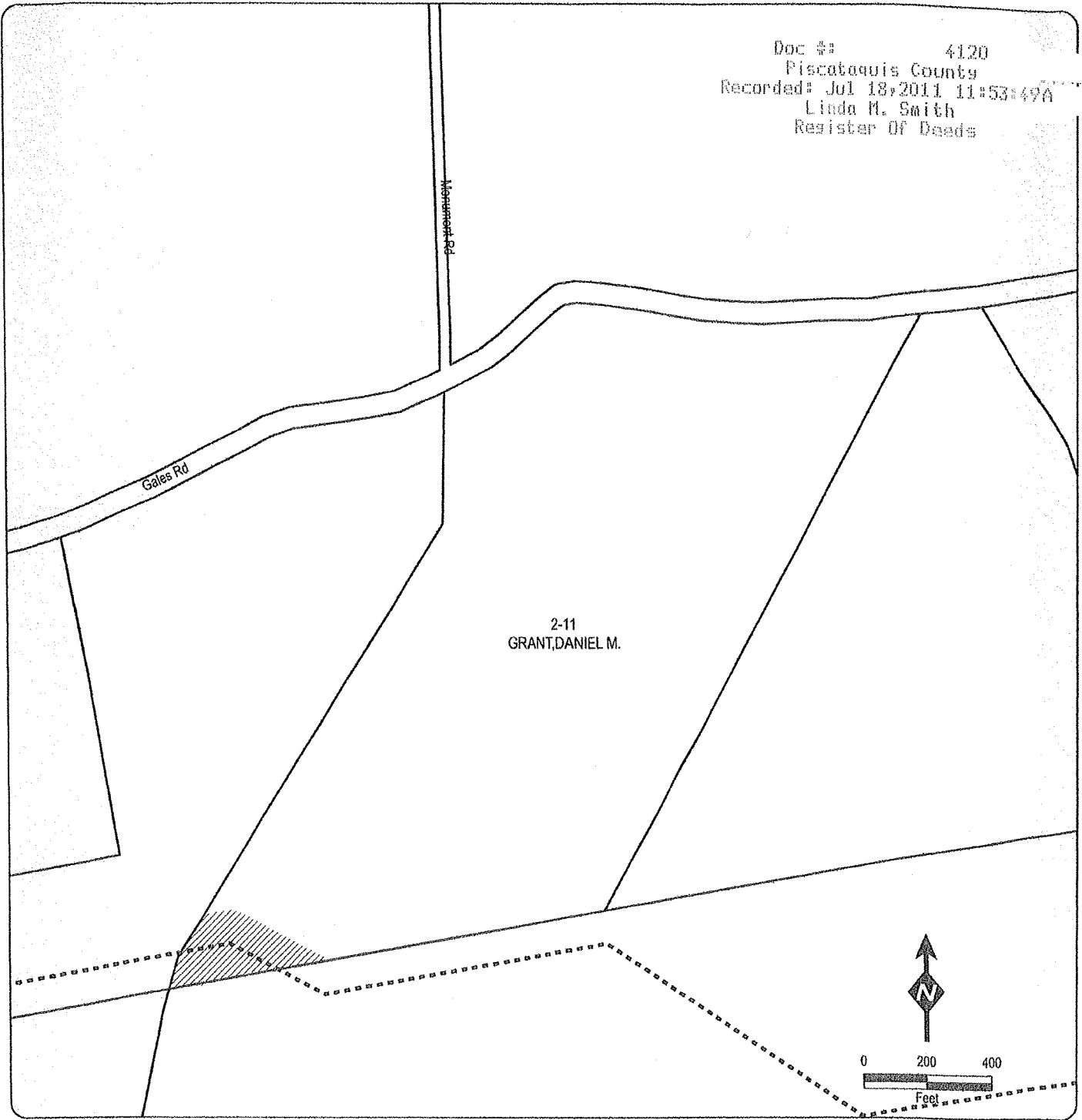
List of Source Deeds

Warranty Deed from Tear Drop Logging and Construction, Inc. and Lakewood Capital, Inc. dated March 1, 2006 and recorded March 6, 2006 at Piscataquis County Registry of Deeds in Book 1728, Page 111.

EXHIBIT B

Depiction of Transmission and Telecommunications Easement and Access Easement

Doc #: 4120
Piscataquis County
Recorded: Jul 18, 2011 11:53:49A
Linda M. Smith
Register Of Deeds



Legend

- Approximate Location of Transmission Corridor Center Line
- ////// Easement Area - Approx. 1.5 ac
- Approximate Parcel Boundary

DATA SOURCES:
MAINE OFFICE OF GIS, TOWN OF ABBOT

MAP COORDINATE SYSTEM:
NAD83 UTM ZONE 19N, U.S. SURVEY FEET

NOTES:
1. PARCEL BOUNDARY DERIVED FROM MUNICIPAL TAX MAPS. THIS MAP IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

**Blue Sky West
Wind Power Project**

Grant Property
Abbot- Tax Map 2 Lot 11
Piscataquis County, ME
Book 1728, Page 111

Prepared by: TRC 6/14/2011

GENERATOR LEAD EASEMENT AGREEMENT

THIS GENERATOR LEAD EASEMENT AGREEMENT (the "**Agreement**") is by and between **Daniel E. Desvergnès**, an individual with a mailing address of 273 River Road, Buxton, ME 04093. (collectively, "**Grantor**") and **Blue Sky West II, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Town of Abbott, Piscataquis County, Maine described in those deeds recorded in the Piscataquis County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted by the shaded area on **Exhibit B** (referred to hereinafter as "**Exhibit B**") as the "Easement Area" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

- Bernstein Shur
PO Box 49729
Portland, 04104

d. The right to construct such roads and trails along and within the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement.** Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.____

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

h. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

i. **Final Extension.** Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements; Final Location.** The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations

and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted areas subject to Easements are not materially different and impose no greater burden on the Land than the location or route of the areas subject to Easements generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor; and (iii) in the event that said Transmission and Telecommunications Easement and the Easement Area varies as to location by more than one hundred (100) feet from the location generally depicted on **Exhibit B**, then Grantee shall obtain the prior written permission as to such location from Grantor, such consent not to be unreasonably withheld, conditioned or delayed. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of, and areas subject to, the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. Representations and Warranties of Grantor.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements. The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 *et seq.* All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. Uses Reserved by Grantor. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical

Safety Code.

10. **No Interference.** Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection or maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default.** The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the easement rights granted to Grantee hereunder. These various security interests in all or a part of the easement rights granted hereunder are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice

of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and easements herein conveyed to Grantee hereunder (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii)

twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Daniel E. Desvergnés
273 River Road
Buxton, ME 04093

Notice to Grantee: Blue Sky West II, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time.** The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The “**Effective Date**” shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any “tree growth” or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND
ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Daniel E. Desvergues has executed this instrument this 4 day of April, 2011.



Daniel E. Desvergues

STATE OF MAINE

§
§
§

COUNTY OF York

4-4, 2011

Personally appeared the above-named Daniel E. Desvergues and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Notary Public

Print Name of Notary: Diana Panetti

N.P.
SEAL

DIANA PANETTI
Notary Public, Maine
My Commission Expires May 4, 2013

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, Blue Sky West II, LLC, has caused this instrument to be executed by its duly authorized representative this 8th day of April, 2011.

BLUE SKY WEST II, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: [Signature]
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk

§
§
§

April 8, 2011

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Blue Sky West II, LLC, as aforesaid, and acknowledged the foregoing instrument to be his her free act and deed and the free act and deed of said limited liability companies.

Before me,

[Signature]
Notary Public

Print Name of Notary: Linne M. Taylor

N.P.
SEAL

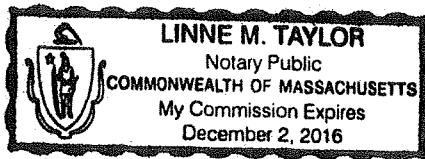


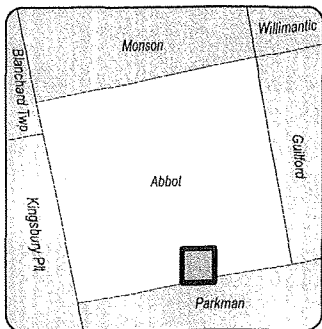
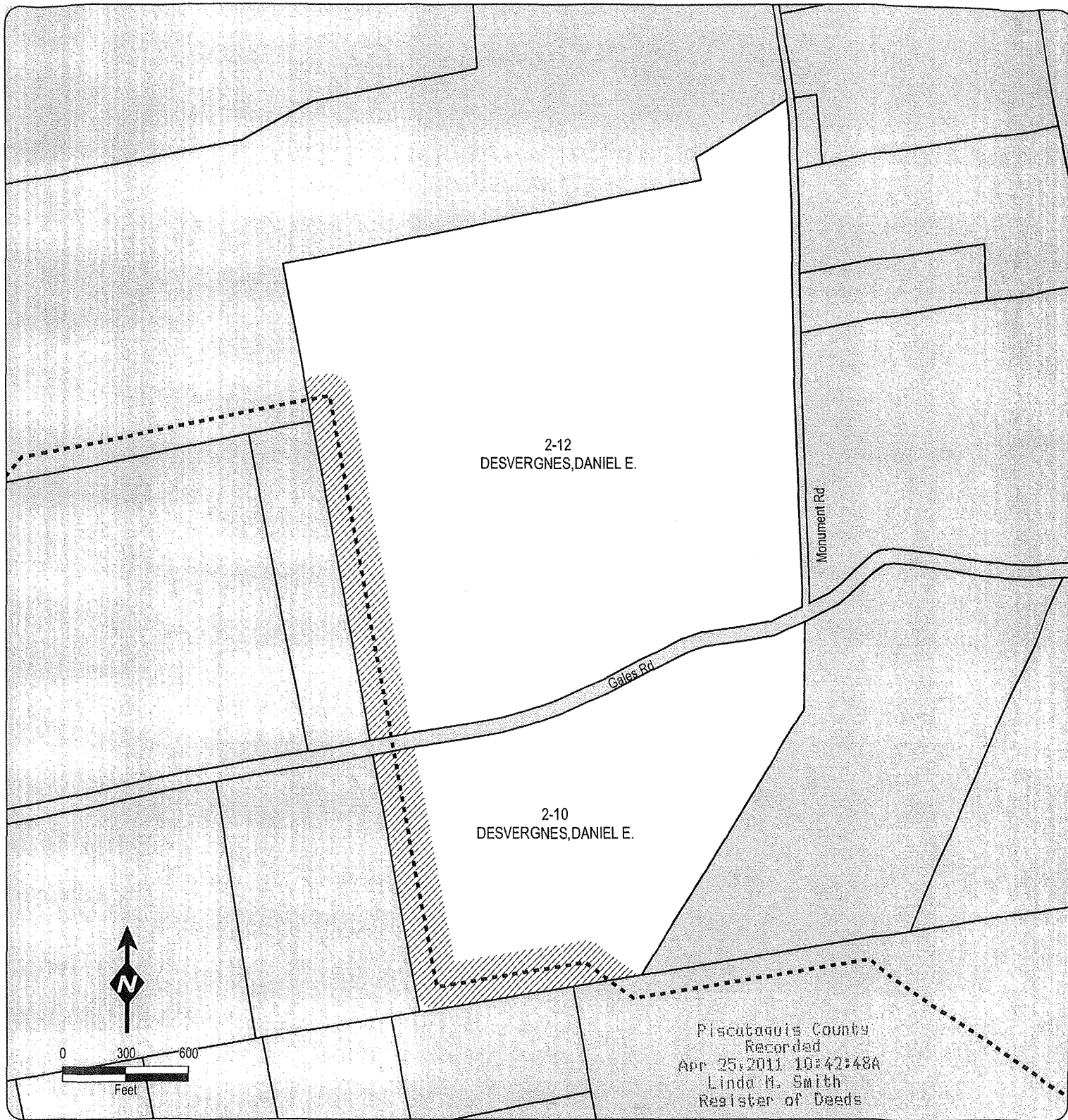
EXHIBIT A

List of Source Deeds

Warranty Deed granted by McPherson Timberlands, LLC, a Maine limited liability company to Daniel E. Desvergues dated April 27, 2006 and recorded in the Piscataquis County Registry of Deeds in Book 1740, Page 84; and Warranty Deed from Lakewood Capital, Inc., a Maine corporation and Teardrop Logging & Construction, Inc., a Maine corporation to Daniel E. Desvergues dated April, 2004 and recorded in the Piscataquis County Registry of Deeds in Book 1550, Page 200.

EXHIBIT B

Depiction of Transmission and Telecommunications Easement and Access Easement



Legend

- Approximate Location of Transmission Corridor Center Line
- ////// Easement Area - Approx. 16.6 ac
- Approximate Parcel Boundary

DATA SOURCES:
MAINE OFFICE OF GIS, TOWN OF ABBOT

MAP COORDINATE SYSTEM:
NAD83 UTM ZONE 19N, U.S. SURVEY FEET

NOTES:
1. PARCEL BOUNDARY DERIVED FROM MUNICIPAL TAX MAPS. THIS MAP IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

**Blue Sky West
Wind Power Project**

DesVergnes Property
Abbot - Tax Map 2 Lots 10 and 12
Piscataquis County, ME
Book 1740, Page 84
Book 1550, Page 200

Prepared by: TRC 4/4/2011

EASEMENT

MICHAEL S. ROSS and TRACY L. ROSS, who have a mailing address of 45 Briarwood Road, Windham, Maine 04062 ("Grantors"), being the owners in fee simple of certain lands located in the Town of Abbot, County of Piscataquis, State of Maine, and described as follows:

Being the premises conveyed by Charles A. Mellwain, III and Donna G. Mellwain to the Grantors herein by deed dated October 8, 2008, and recorded in the Piscataquis County Registry of Deeds in Book 1955, Page 135 (the "Premises");

for consideration given, grant and convey to BLUE SKY WEST II, LLC, a Delaware limited liability company with a mailing address c/o First Wind Energy, LLC, 179 Lincoln St, Boston, MA 02111 ("Grantee"), its successors and assigns forever, the rights, privileges and easements to: (i) construct, maintain, operate, replace and upgrade from time to time on, over and under said lands, for utility and other purposes, a guy pole and guy wires extending therefrom to support poles, conduits, cables and wires and related structures that are or will be located from time to time within Gales Road adjacent or contiguous to the lands of Grantors within Gales Road, so-called, such guy pole to be located on the Premises in the location generally depicted on the sketch plan of the Premises attached hereto and incorporated herein as Exhibit A; (ii) clear and dispose of interfering trees and other growth from time to time on the Premises within 25 feet of the said guy pole and guy wires extending therefrom; and (iii) clear and dispose of interfering trees and growth from time to time along the frontage of Grantors' Premises on Gales Road within 25 feet of the poles to be constructed within Gales Road, the locations of which poles are generally shown on Exhibit A, and (iv) enter upon the Premises for the above purposes; and Grantors further grant to Grantee, its successors and assigns, the power and right from time to time to assign and transfer to others, in whole or in part, any or all of the rights, privileges and easements herein set forth. It is the specific intent of the parties that Grantee, its successors and assigns, have the right from time to time to assign all or any of its rights, privileges and easements granted herein. Upon any such transfer, the transferring party shall have no liability or obligation hereunder from and after the date of such transfer.

Grantors for themselves and their heirs, personal representatives, successors and assigns agree to promptly cooperate with Grantee and its successors and assigns, by completing, executing and delivering documents reasonably requested by Grantee to clear title of encumbrances and liens, including mortgages, provided that neither Grantor nor its successors, heirs and assigns shall be required to expend funds to accomplish such title clearance.

IN WITNESS WHEREOF, Michael S. Ross and Tracy L. Ross have hereunto set out hands and seals this 5 day of March, 2013.



Michael S. Ross



Tracy L. Ross

STATE OF MAINE

County of Cumberland ss:

March 5, 2013

Personally appeared the above-named Mike ROSS (name) and Tracy ROSS (name) and acknowledged the foregoing instrument to be his/her/their free act and deed.

N.P.
SEAL

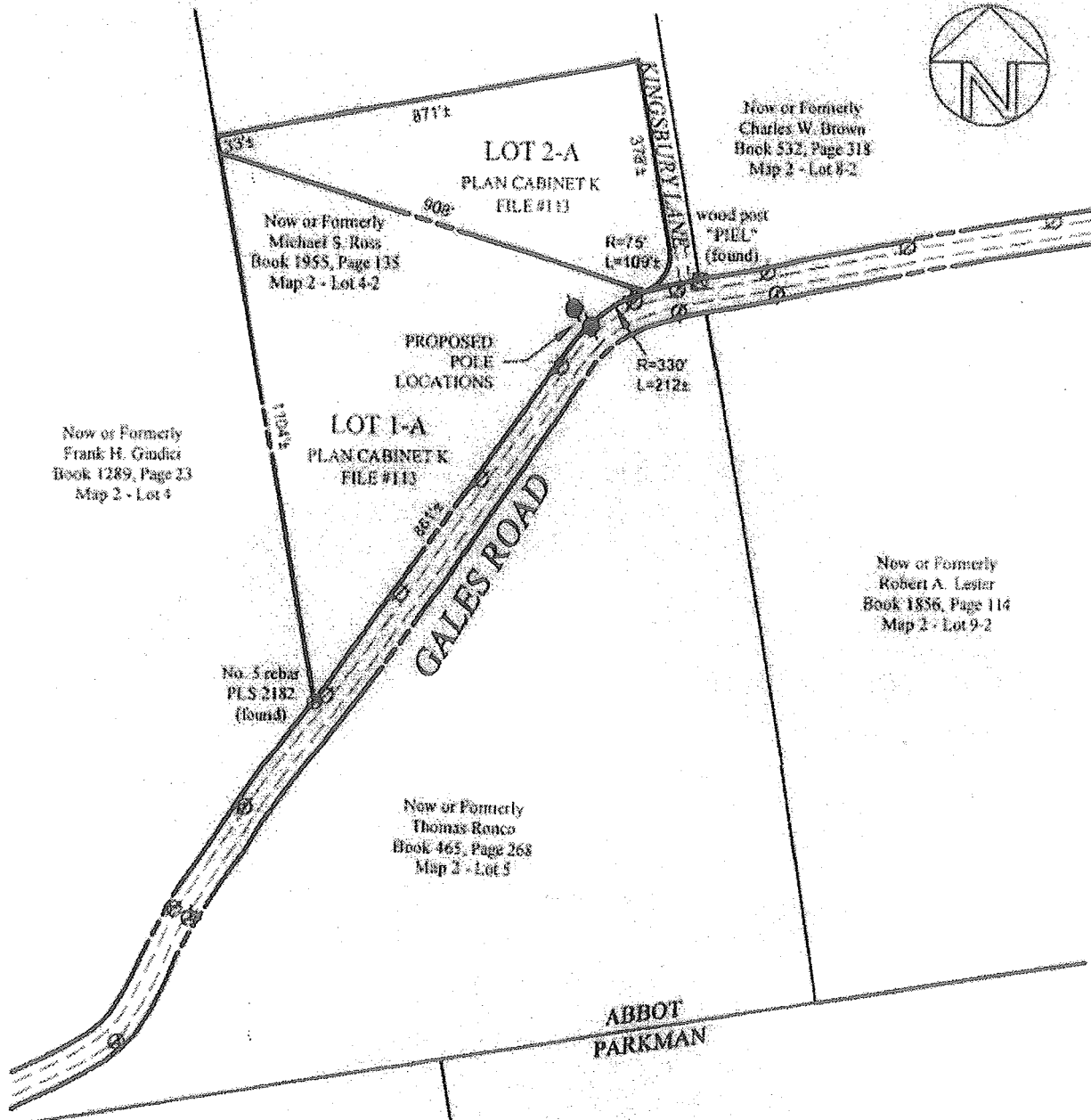
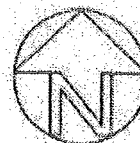
Before me:



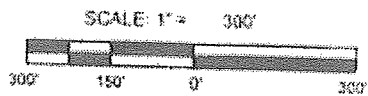
Notary Public/Attorney at Law
Print Name of Notary:

My Commission Expires:
ROBIN E. PARKHILL
Notary Public-Maine
My Commission Expires
February 06, 2015





- PROPOSED POLE
- ⊙ EXISTING POLE
- + EXISTING ANCHOR



Piscataquis County
Recorded
Mar 28, 2013 10:18:20A
Linda H. Smith
Register of Deeds

Sketch Plan of
Land of
Michael S. Ross
Piscataquis Registry of Deeds
Book 1955, Page 135
Gales Road - Abbot, Maine

Proj. 10040.02
Date: Feb. 8, 2013

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0919

GENERATOR LEAD EASEMENT AGREEMENT

THIS GENERATOR LEAD EASEMENT AGREEMENT (the "Agreement") is by and between Fred L. Thomas, Jr. and Brenda L. Thomas, a married couple with a mailing address of 112 Church Turn Road, Islesboro, Maine 04848 (collectively, "Grantor") and Blue Sky West II, LLC, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Grantee"). Grantor and Grantee are each sometimes referred to as a "Party" and collectively as the "Parties".

RECITALS

A. Grantor is the owner of real property (the "Land") located in the Town of Parkman, Piscataquis County, Maine described in Book 1384, Page 274 and Book 1363, Page 222 recorded in the Piscataquis County Registry of Deeds (the "Registry of Deeds"), copies of which are attached hereto as Exhibit A; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement.** Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "Transmission and Telecommunication Easement") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted by the shaded area on Exhibit B as the "Easement Area" (the "Easement Area"). "Transmission Facilities" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "Telecommunication Facilities" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along and within the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

h. The right to relocate Grantor's driveway from its location on the Land at the time of this grant to a new location within the so-called Check Line Road as it crosses the Land from Pease Bridge Road, all as generally depicted on **Exhibit B**, and in connection therewith to clear and construct and install a travelled way for vehicular use, in common with others who may have rights to use Check Line Road.

2. **Access Easement.** Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "Access Easement") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall also include, and Grantor hereby grants to Grantee, but without covenant, an irrevocable, non-exclusive easement for vehicular

and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along Check Line Road, so-called, to the Land and the Easement Area, and the right to improve such road in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress to, over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date. Grantee and Grantor acknowledge that Grantor's sole access to Grantor's Land is in or through the Easement Area. No interpretation of this Agreement shall be made that interferes with Grantor's future right of access for ingress, egress, or the passage of vehicles, or the right to grant such rights to other persons.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area, and (4) to relocate Grantor's existing driveway and construct a new driveway for Grantor within the so-called Check Line Road as it crosses the Land. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") by giving written notice to Grantor (the "**Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements; Final Location.** The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted areas subject to Easements are not materially different and impose no greater burden on the Land than the location or route of the areas subject to Easements generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor; and (iii) in the event that said Transmission and Telecommunications Easement and the Easement Area varies as to location by more than one hundred (100) feet from the location generally depicted on **Exhibit B**, then Grantee shall obtain the prior written permission as to such location from Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of, and areas subject to, the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor.**

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements. The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 *et seq.* All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor.** Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference.** Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to

erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default.** The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the easement rights granted to Grantee hereunder. These various security interests in all or a part of the easement rights granted hereunder are collectively referred to as a "Mortgage" and each holder of the Mortgage, is referred to as "Mortgagee." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each

Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and easements herein conveyed to Grantee hereunder (collectively, "Assignment"), to other persons or entities ("Assignee"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Mr. and Mrs. Fred L. Thomas, Jr.
112 Church Turn Road
Islesboro, Maine 04848

Notice to Grantee: Blue Sky West II, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time.** The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. Exhibits. All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

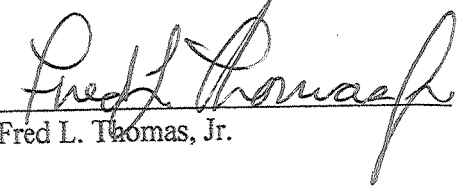
26. Effective Date. The "Effective Date" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. Taxes & Tree Growth Program. Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND
ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Fred L. Thomas, Jr., and Brenda L. Thomas have executed this instrument under seal this 25th day of March, 2013.


Fred L. Thomas, Jr.

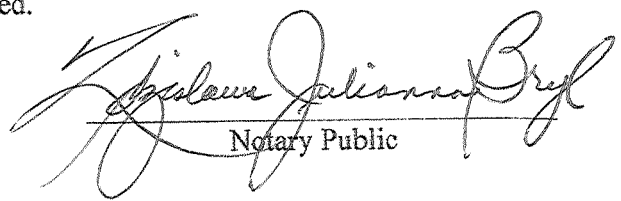

Brenda L. Thomas

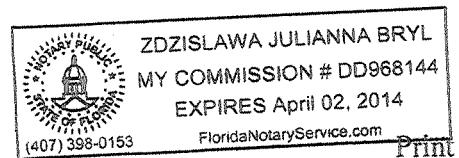
STATE OF Florida §
COUNTY OF Charlotte §

March 25, 2013

Personally appeared the above-named Fred L. Thomas, Jr. and acknowledged the foregoing instrument to be his free act and deed.

Before me,


Notary Public



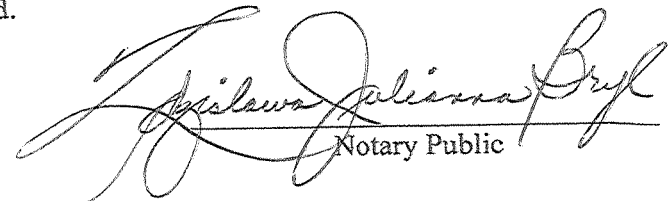
Print Name of Notary: Zdzislawa JULIANNA BRYL

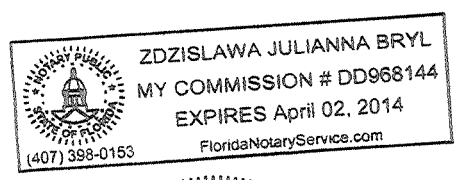
STATE OF Florida §
COUNTY OF Charlotte §

March 25, 2013

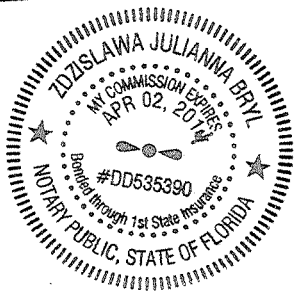
Personally appeared the above-named Brenda L Thomas and acknowledged the foregoing instrument to be her free act and deed.

Before me,


Notary Public



Print Name of Notary: Zdzislawa JULIANNA BRYL



SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, Blue Sky West II, LLC, has caused this instrument to be executed by its duly authorized representative this 8th day of April, 2013.

BLUE SKY WEST II, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: [Signature]
Name: MACQUEEN
Its: ASST. SECRETARY

COMMONWEALTH OF MASSACHUSETTS §
COUNTY OF Suffolk §

Personally appeared the above-named James P. MacQueen,
Asst Secy of Maine Wind Holdings, LLC, Member of Blue Sky West II, LLC,
as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the
free act and deed of said limited liability companies.

Before me,

[Signature]
Notary Public

Print Name of Notary: _____

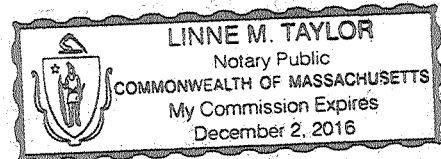


EXHIBIT A

(Attach copy of deeds)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that TEARDROP LOGGING AND CONSTRUCTION, INC., a Maine Corporation with principal place of business in Parkman, Piscataquis County, Maine, with mailing address of 49 Crow Hill Road, Parkman, Maine 04443, for consideration paid does GRANT with WARRANTY COVENANTS to FRED L. THOMAS, JR. and BRENDA L. THOMAS, husband and wife, both of Islesboro, Waldo County, Maine, with mailing address of 112 Church Turn Road, Islesboro, Maine, 04848, AS JOINT TENANTS, a certain lot or parcel of land, situated in the Town of Parkman, County of Piscataquis, Maine, described in Exhibit A annexed hereto and made a part hereof.

Together with all rights, easements, privileges and appurtenances belonging to the granted estate.

WITNESS my hand and seal this 21 day of JAN., 2002.

Milan Davis
TEARDROP LOGGING AND CONSTRUCTION, INC.

BY: MILAN DAVIS
ITS: PRESIDENT

STATE OF MAINE
PISCATAQUIS COUNTY, ss.

JAN. 21, 2002

Then personally appeared the above-named Milan Davis in his capacity aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Teardrop Logging and Construction, Inc.

Before me,

Stephen E. Hall
Notary Public/Attorney at Law

Stephen E. Hall
Notary: Print or Type Name
My Commission Expires: Nov 7, 2007

N.P.
SEAL

→ Fred L. Thomas Jr.
112 Church Turn Rd.
Islesboro 04848

MAINE REAL ESTATE TRANSFER
TAX PAID

**EXHIBIT A TO WARRANTY DEED FROM TEARDROP LOGGING AND
CONSTRUCTION, INC. TO FRED L. THOMAS AND BRENDA L. THOMAS**

A certain lot or parcel of land situated on the northwesterly side of Carlton Stream, so-called, and on the southerly side of Abbot Road, so-called, in the Town of Parkman, County of Piscataquis, State of Maine, being made up of the following parcels more particularly described as follows:

- A. A portion of the Harry Welts land, being all of the south half of Lot Nineteen (19), Range Six (6), lying northwesterly of Carlton Stream, so-called, excepting and reserving, however, so much of said premises as is described in deed of James P. Welts et als. to Peter A. Herdman dated August 1, 1940 recorded in the Piscataquis County Registry of Deeds at Book 270, Page 53, and the rights of the public in and to the road crossing said lot; being a portion of Parcel 5 of Lands in Parkman described in a deed from Carl E. Davis and Larry G. Glidden to G, G & S Timberlands dated October 27, 1988 and recorded in the Piscataquis County Registry of Deeds in Book 701, Page 207;
- B. A portion of the Back Place, so-called, formerly known as the Chandler Watson Farm, and being all of the south half of Lot Eighteen (18), Range Six (6), lying northwesterly of Carlton Stream, so-called, excepting and reserving, however, so much of said premises as is described in a deed of James P. Welts et als. to Peter A. Herdman dated August 1, 1940 and recorded in said Registry in Book 270, Page 53, and the rights of the public in and to the roads crossing said lot, and being a portion of Parcel 4 of Lands in Parkman described in said Deed from Davis et al to G, G & S Timberlands dated October 27, 1988 and recorded in Vol. 701, Page 207;
- C. The northwestern corner of the William McKusick Lot, so-called, being bounded and described as follows: Beginning at the northwesterly corner of Lot Nineteen (19), Range Five (5); thence easterly along the Range line between Range Five (5) and Range Six (6) and along the Harry Welts land, so-called, to the thread of the Carlton Stream; thence running along the thread of said Carlton Stream in a generally southwesterly direction to the westerly line of said Lot Nineteen (19); thence northerly along said Lot line to the point of beginning, being a portion of Parcel 6 of Lands in Parkman described in said deed from Davis et al to G, G & S Timberlands dated October 27, 1988 and recorded in Book 701, Page 207;
- D. The Arthur Witham land, so-called, and being so much of the south half of Lot Seventeen (17), Range Six (6) as lies north of Carlton Stream, together with a small parcel of land in the north half of Lot Seventeen (17), Range Six (6), lying west of Carlton Stream and south of the Checkline Road, also known as the Abbot Road; containing twenty-eight (28) acres, more or less, being the same as Parcel 19 of Lands in Parkman described in said

deed of Davis et al to G, G & S Timberlands dated October 27, 1988 and recorded in Book 701, Page 207.

- E. Any right, title and interest the grantors have in and to a certain lot or parcel of land known as the Herdman Lot, situated in said Parkman, being part of the south halves of Lots Eighteen (18) and Nineteen (19), Range Six (6), bounded and described as follows: Commencing at a point in the stone wall three hundred ninety three (393) yards west of a cedar post on the P. D. line marked "17-R.6" and "18-R.6"; thence S 11° 10' W three hundred (300) yards to a cedar post; thence west in a line parallel with the P. D. line four hundred forty (440) yards; thence N 11° 10' E in a line parallel with the first mentioned bound three hundred fifty (350) yards to the P. D. line; thence east on the P. D. Line four hundred forty (440) yards to the point of beginning. Also a right of way from this highway to the above-mentioned land.

The foregoing was conveyed by Edgar Osborn to Albert W. Purack et al by deed dated September 22, 1945 and recorded in the Piscataquis County Registry of Deeds in Book 278, Page 352. The grantor believes that this parcel was deeded to James P. Welts et al by said Purack et al in exchange for a lot from the E. D. Tewksbury Lot. The deed from said Purack et al was lost without record.

The above-described premises being the same as the third parcel described in a deed from Carl E. Davis and Larry G. Glidden to G, G & S Timberlands dated October 27, 1988 and recorded in said Registry in Book 701, Page 222.

EXCEPTING AND RESERVING the right in Teardrop Logging and Construction, Inc. to harvest wood for a period of fourteen (14) months on the property herein conveyed.

Meaning and intending to convey the same premises conveyed to the grantor herein by virtue of a deed from Louis A. Carrier, Jr. of similar date herewith to be recorded in the Piscataquis County Registry of Deeds together this very deed.

PISCATAQUIS, SS. REC'D
2002 JAN 22 AM 10:56

ATTEST

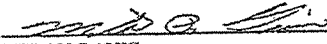
Linda M. Smith
REGISTER OF DEEDS

RELEASE DEED

KNOW ALL MEN BY THESE PRESENTS, THAT, I, MILAN DAVIS, of Parkman, Piscataquis County, Maine, with mailing address of 49 Crow Hill Road, Parkman, Maine 04443, RELEASE to FRED L. THOMAS, JR. and BRENDA L. THOMAS, husband and wife, both of Islesboro, Waldo County, Maine, with mailing address of 112 Church Turn Road, Islesboro, Maine 04848, all my right, title and interest in and to those premises situated in the Town of Parkman, Piscataquis County, Maine, described in the Deed of Louis A. Carrier, Jr. to Milan Davis, dated January 8, 2002, and recorded in the Piscataquis County Registry of Deeds at Book 1363, Page 219.

The purpose of this deed is to correct my deed dated January 21, 2002 and recorded in the Piscataquis County Registry of Deeds in Book 1363, Page 222, and to release any interest I may have inadvertently retained thereby in and to the above described premises.

Witness my hand and seal this 2nd day of May, 2002.

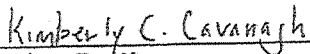

MILAN DAVIS

STATE OF MAINE
COUNTY OF PISCATAQUIS, ss.

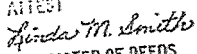
May 2, 2002

Personally appeared the above named Milan Davis and acknowledged the foregoing instrument to be his free act and deed.

Before me, 
Notary Public/Attorney at Law


Notary: Print or Type Name
My Commission Expires:

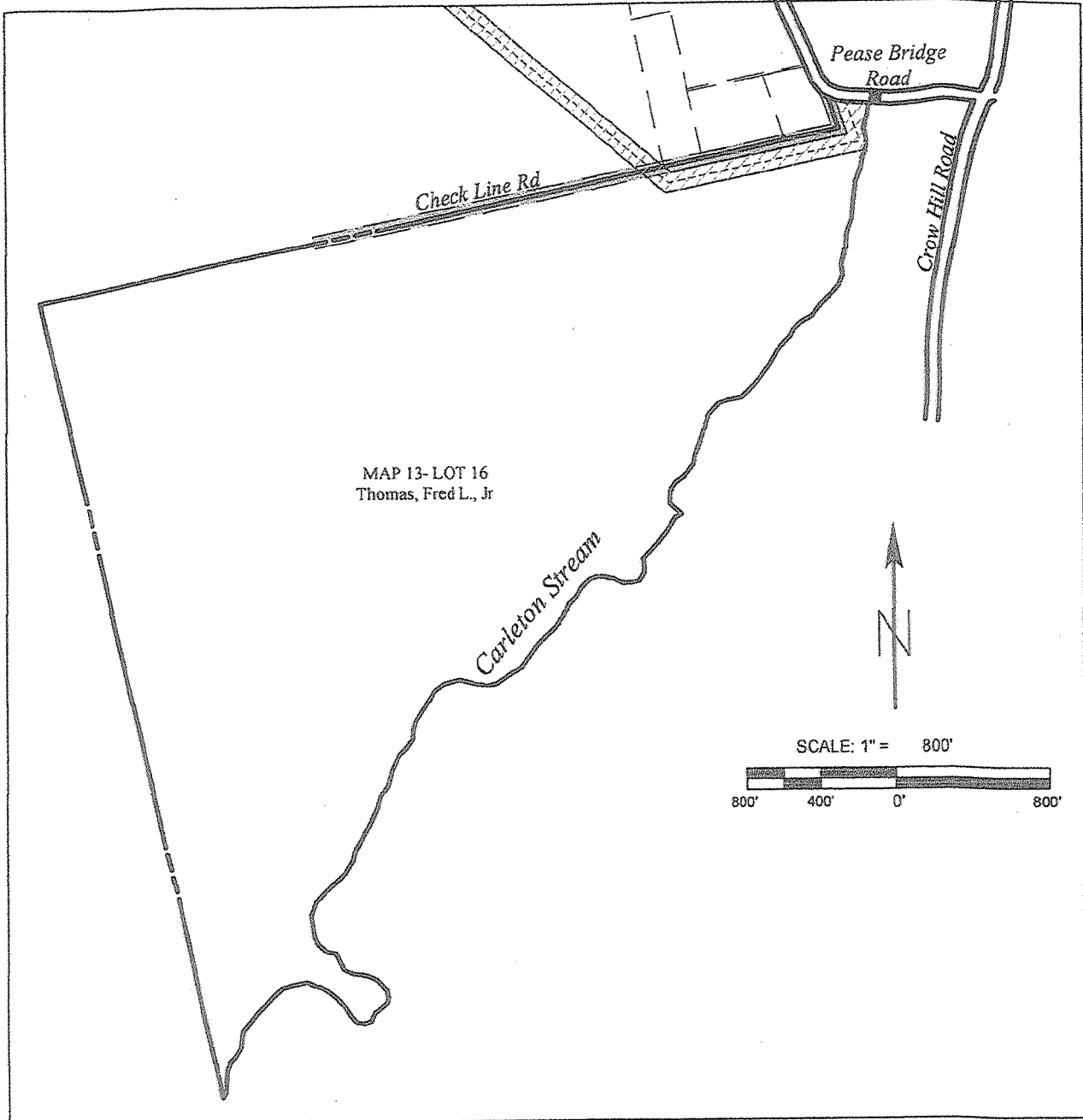
PISCATAQUIS, SS. REC'D
2002 MAY -2 AM 10:16

ATTEST

REGISTER OF DEEDS

- Kim Cavanaugh

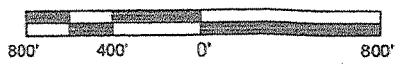
EXHIBIT B

Depiction of Transmission and Telecommunications Easement and Access Easement



MAP 13- LOT 16
Thomas, Fred L., Jr

SCALE: 1" = 800'



LEGEND

- Approximate location of Transmission Corridor Center Line
- ▨ Easement Area - Approx. 3.1 ac.
- ▭ Approximate Parcel Boundary

Blue Sky West Wind Power Project

Fred & Brenda Thomas Property
Parkman - Tax Map 13 Lot 16
Piscataquis Registry of Deeds
Book 1384, Page 274

DATA SOURCES:
MAINE OFFICE OF GIS, TOWN OF
PARKMAN

MAP COORDINATE SYSTEM:
NAD 1983 - UTM ZONE 19 - U.S. SURVEY
FEET

NOTES:
PARCEL BOUNDARIES DERIVED FROM
MUNICIPAL TAX MAPS AND PARTIAL FIELD
SURVEY. THIS MAP IS INTENDED TO BE
USED FOR ILLUSTRATIVE PURPOSES
ONLY.

GENERATOR LEAD EASEMENT AGREEMENT

THIS GENERATOR LEAD EASEMENT AGREEMENT (the "**Agreement**") is by and between **Gordon E. Davis and Dianna I. Davis**, individuals with a mailing address of 147 Davis Road, Parkman, ME 04443 (collectively, "**Grantor**") and **Blue Sky West II, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Towns of Parkman and Abbot, Piscataquis County, Maine described in those deeds recorded in the Piscataquis County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted by the shaded area on **Exhibits B-1, B-2, B-3, B-4, B-5 and B-6** (collectively referred to hereinafter as "**Exhibit B**") as the "Easement Area" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

-Bernstein Shur
PO Box 9729
Portland 04104

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along and within the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement.** Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the

road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty

(30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension.** Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements; Final Location.** The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted areas subject to Easements are not materially different and impose no greater burden on the Land than the location or route of the areas subject to Easements generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor; and (iii) in the event that said Transmission and Telecommunications Easement and the Easement Area varies as to location by more than one hundred (100) feet from the location generally depicted on **Exhibit B**, then Grantee shall obtain the prior written permission as to such location from Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of, and areas subject to, the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas. At no time, and notwithstanding anything to the contrary in this Agreement, shall the Transmission and Telecommunications Easement and the Easement Area be located within three hundred (300) feet of the Grantor's residence, as such residence is situated on the Effective Date of this Agreement.

8. **Representations and Warranties of Grantor.**

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements. The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor.** Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference.** Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of

maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default.** The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the easement rights granted to Grantee hereunder. These various security interests in all or a part of the easement rights granted hereunder are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall

be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and easements herein conveyed to Grantee hereunder (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name

and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Gordon E. and Dianna I. Davis
147 Davis Road
Parkman, ME 04443

Notice to Grantee: Blue Sky West II, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time.** The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and

severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.


26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

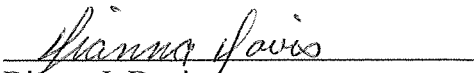
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND
ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Gordon E. Davis and Dianna I. Davis have executed this instrument this 30 day of Dec., 2010.



Gordon E. Davis



Dianna I. Davis

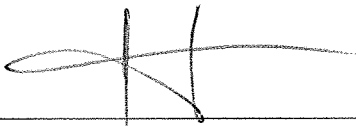
STATE OF MAINE §

COUNTY OF Pendscot §

12/30, 2010

Personally appeared the above-named Gordon E. Davis and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Notary Public

Print Name of Notary: JAMES AUSTIN

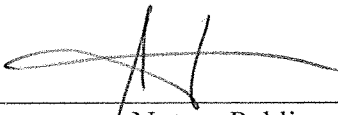
STATE OF MAINE §

COUNTY OF Pendscot §

12/30, 2010

Personally appeared the above-named Dianna I. Davis and acknowledged the foregoing instrument to be her free act and deed.

Before me,



Notary Public

Print Name of Notary: JAMES AUSTIN

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **Blue Sky West II, LLC**, has caused this instrument to be executed by its duly authorized representative this 10th day of January, 2010.

BLUE SKY WEST II, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: [Signature]
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS §

COUNTY OF Suffolk §

§ Jan. 10th, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Blue Sky West II, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

N.P.
SEAL

Before me,

[Signature]
Notary Public

Print Name of Notary: Linne M. Taylor

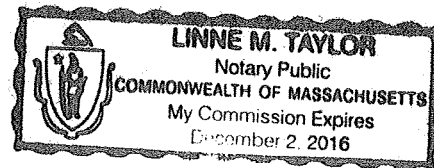


EXHIBIT A

List of Source Deeds

Parcel One: Parkman Tax Map 15, Lot 70:

1. Quitclaim Deed from Diamond Occidental Forest Inc., to Gordon E. Davis and Dianna I. Davis dated January 26, 1990 and recorded at Piscataquis County Registry of Deeds in Book 756, Page 247.
2. Quitclaim Deed from Diamond Occidental Forest Inc., to Gordon E. Davis and Dianna I. Davis dated January 26, 1990 and recorded at Piscataquis County Registry of Deeds in Book 756, Page 249.

Parcel Two: Parkman Tax Map 15, Lot 72:

3. Warranty Deed from Frederick W. Phillips and Craig E. Perkins to Gordon E. Davis and Dianna I. Davis dated January 18, 2007 and recorded at Piscataquis County Registry of Deeds in Book 1811, Page 282.

Parcel Three: Parkman Tax Map 15, Lot 73:

4. Warranty Deed from Milan O. Davis to Gordon E. Davis and Dianna I. Davis dated November 9, 2010 and recorded at Piscataquis County Registry of Deeds in Book 2077, Page 150.

Parcel Four: Parkman Tax Map 16, Lot 6:

5. Warranty Deed from Larry G. Glidden and Nancy E. Glidden to Gordon E. Davis and Dianna I. Davis dated August 18, 1981 and recorded at Piscataquis County Registry of Deeds in Book 515, Page 461.

Parcel Five: Parkman Tax Map 16, Lot 11-1:

6. Warranty Deed from Carl E. Vainio to Gordon E. Davis and Dianna I. Davis dated December 6, 1974 and recorded at Piscataquis County Registry of Deeds in Book 424, Page 535 (Nly ½ TM 16-11.1).
7. Warranty Deed from Frank C. Pinette and Adena L. Pinette to Gordon E. Davis and Dianna I. Davis dated August 18, 1981 and recorded at Piscataquis County Registry of Deeds in Book 515, Page 466 (p/o Nly ½ TM 16-11.1).

Parcel Six: Abbot Tax Map 3, Lot 7

8. Warranty Deed from Carl E. Davis and Larry G. Glidden to Gordon E. Davis and Dianna I. Davis dated August 18, 1981 and recorded at Piscataquis County Registry of Deeds in Book 515, Page 459.

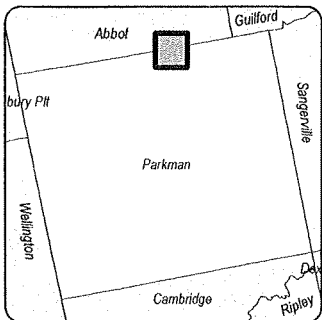
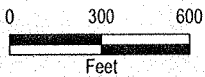
EXHIBIT B - i

Depiction of Transmission and Telecommunications Easement and Access Easement






15-73
DAVIS, GORDON FORMERLY DAVIS, MILAN O.

Gales Rd



Legend

-  Approximate Location of Transmission Corridor Center Line
-  Easement Area - Approx. 9.25 ac
-  Approximate Parcel Boundary

DATA SOURCES:

MAINE OFFICE OF GIS, TOWN OF PARKMAN

MAP COORDINATE SYSTEM:

NAD83 UTM ZONE 19N, U.S. SURVEY FEET

NOTES:

1. PARCEL BOUNDARY DERIVED FROM MUNICIPAL TAX MAPS. THIS MAP IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

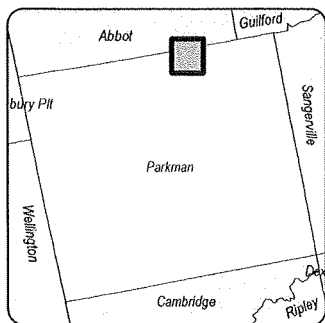
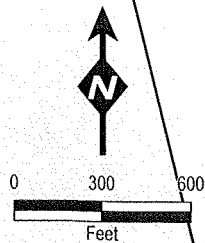
Blue Sky West Wind Power Project

Davis Property

Parkman - Tax Map 15 Lot 73
Piscataquis County, ME
Book 2077, Page 150

Prepared by:  12/16/2010

Depiction of Transmission and Telecommunications Easement and Access Easement



Legend

- - - - - Approximate Location of Transmission Corridor Center Line
- ////// Easement Area - Approx. 8.7 ac
- Approximate Parcel Boundary

DATA SOURCES:

MAINE OFFICE OF GIS, TOWN OF PARKMAN

MAP COORDINATE SYSTEM:

NAD83 UTM ZONE 19N, U.S. SURVEY FEET

NOTES:

1. PARCEL BOUNDARY DERIVED FROM MUNICIPAL TAX MAPS. THIS MAP IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

**Blue Sky West
Wind Power Project**

Davis Property

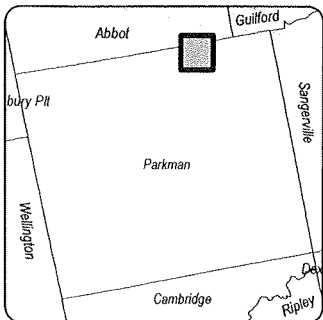
Parkman - Tax Map 15 Lot 72

Piscataquis County, ME

Book 1811, Page 282

Prepared by: TRC 12/14/2010

Depiction of Transmission and Telecommunications Easement and Access Easement



Legend

- Approximate Location of Transmission Corridor Center Line
- Easement Area - Approx. 8.5 ac
- Approximate Parcel Boundary

DATA SOURCES:
MAINE OFFICE OF GIS, TOWN OF PARKMAN

MAP COORDINATE SYSTEM:
NAD83 UTM ZONE 19N, U.S. SURVEY FEET

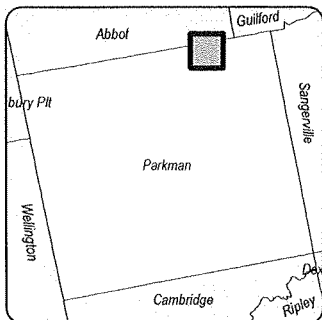
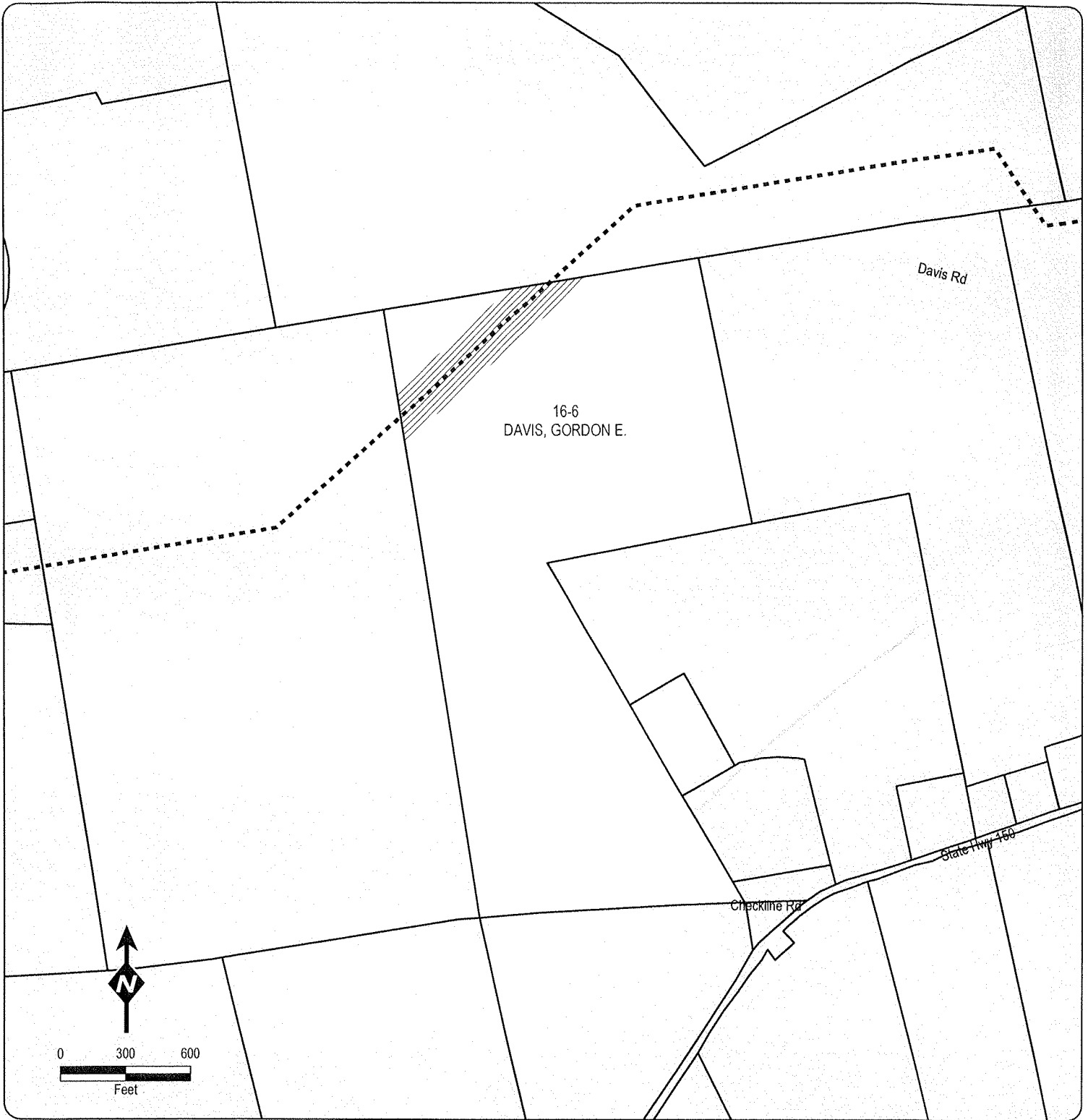
NOTES:
1. PARCEL BOUNDARY DERIVED FROM MUNICIPAL TAX MAPS. THIS MAP IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

**Blue Sky West
Wind Power Project**




Davis Property
Parkman - Tax Map 15 Lot 70
Piscataquis County, ME
Book 756, Page 247

Prepared by: TRC 12/14/2010

Depiction of Transmission and Telecommunications Easement and Access Easement



Legend

-  Approximate Location of Transmission Corridor Center Line
-  Easement Area - Approx. 4.3 ac
-  Approximate Parcel Boundary

DATA SOURCES:
 MAINE OFFICE OF GIS, TOWN OF PARKMAN

MAP COORDINATE SYSTEM:
 NAD83 UTM ZONE 19N, U.S. SURVEY FEET

NOTES:
 1. PARCEL BOUNDARY DERIVED FROM MUNICIPAL TAX MAPS. THIS MAP IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

**Blue Sky West
 Wind Power Project**

Davis Property
 Parkman - Tax Map 16 Lot 6
 Piscataquis County, ME
 Book 515, Page 461


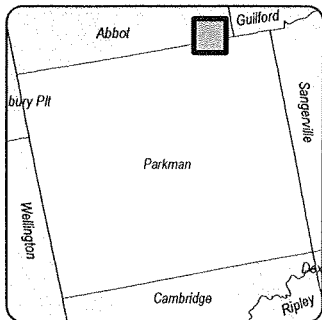
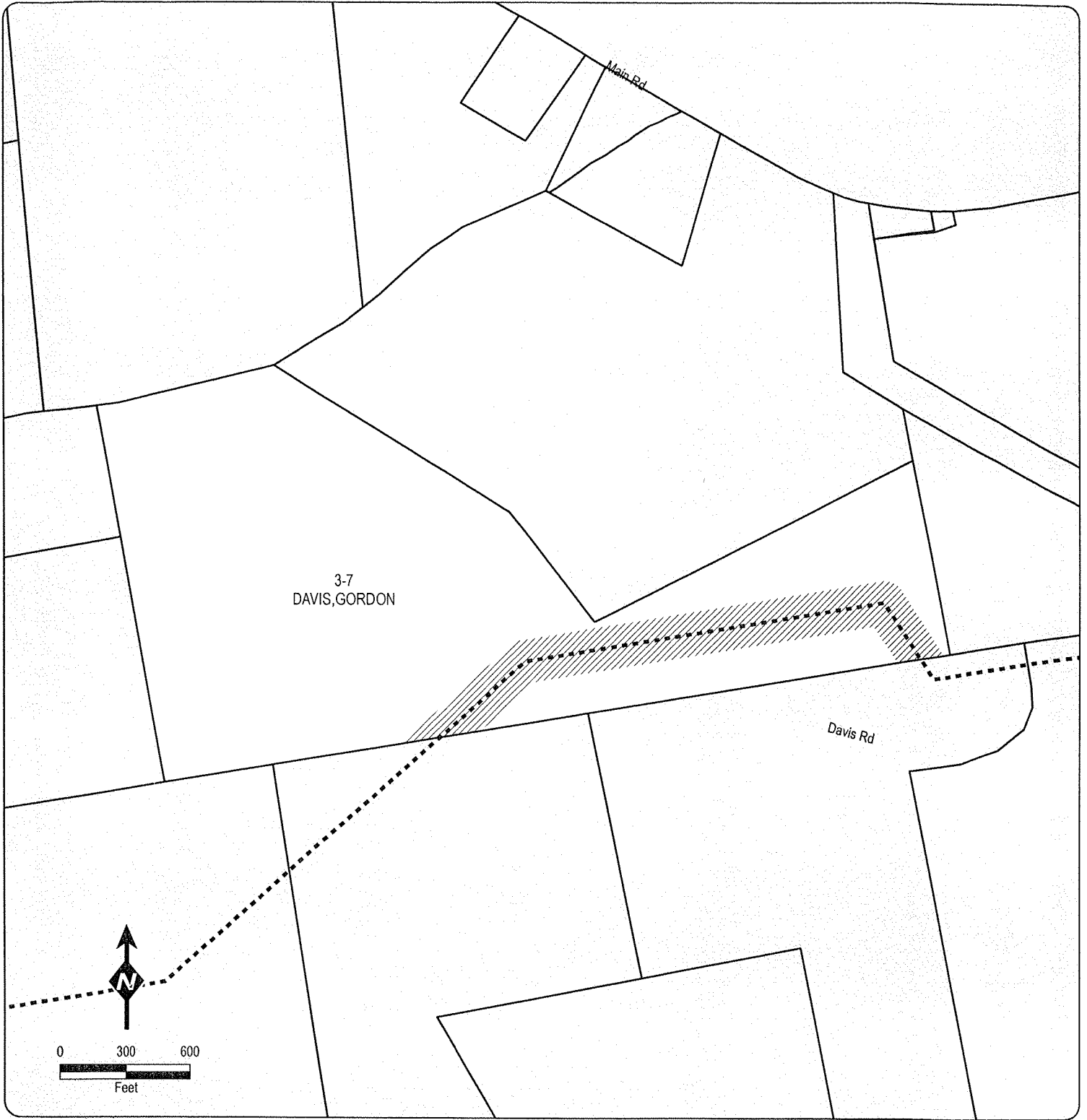
Prepared by:  TRC 12/14/2010

EXHIBIT B - 5

Depiction of Transmission and Telecommunications Easement and Access Easement



Legend

- - - - Approximate Location of Transmission Corridor Center Line
- //// Easement Area - Approx. 11.5 ac
- Approximate Parcel Boundary

DATA SOURCES:
 MAINE OFFICE OF GIS, TOWN OF PARKMAN

MAP COORDINATE SYSTEM:
 NAD83 UTM ZONE 19N, U.S. SURVEY FEET

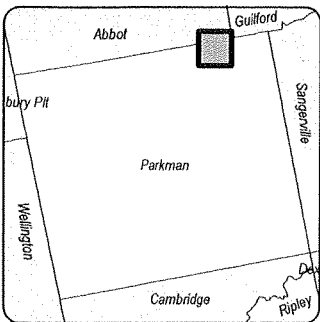
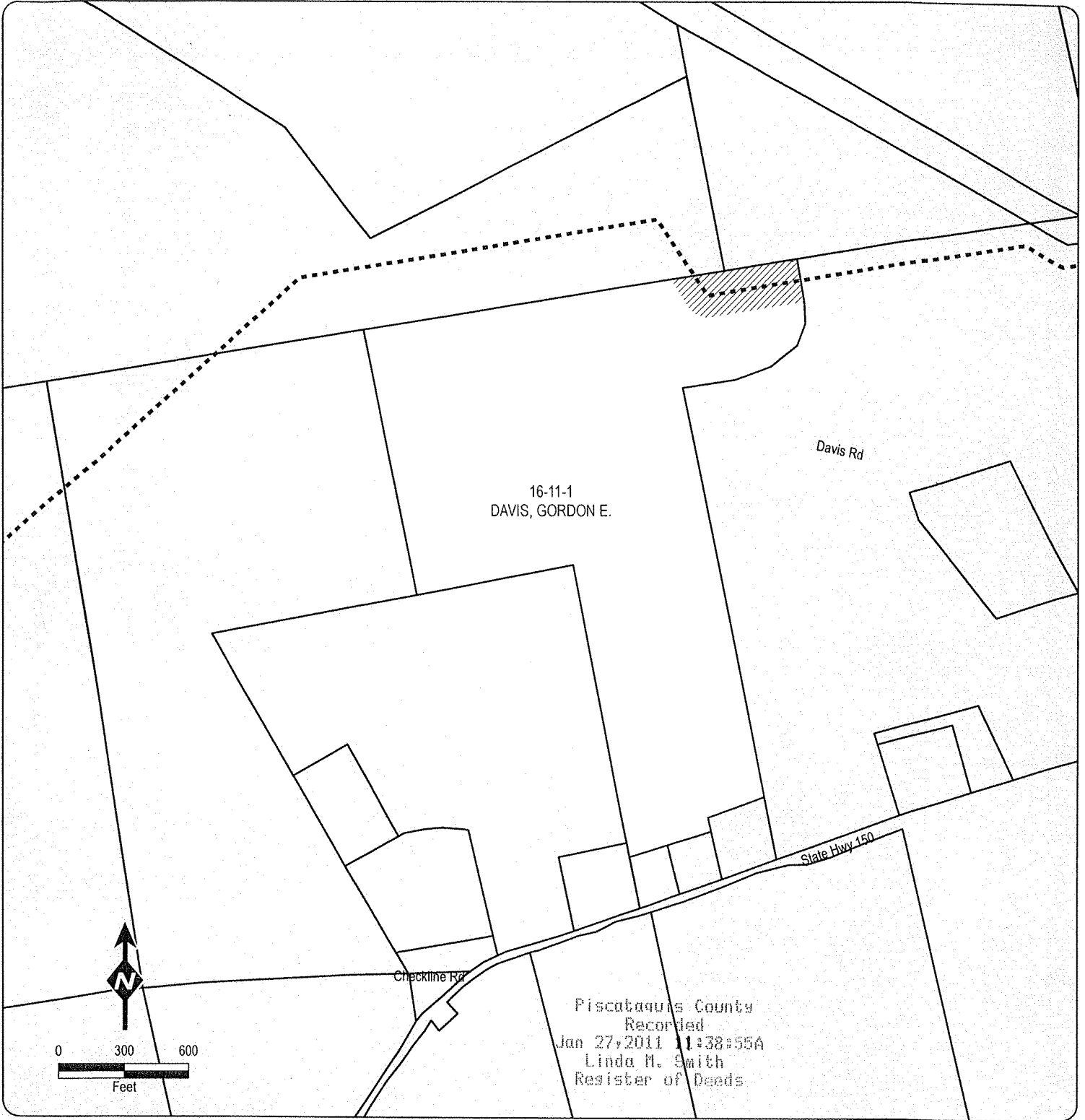
NOTES:
 1. PARCEL BOUNDARY DERIVED FROM MUNICIPAL TAX MAPS. THIS MAP IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

**Blue Sky West
 Wind Power Project**

Davis Property
 Abbott - Tax Map 3 Lot 7
 Piscataquis County, ME
 Book 515, Page 459

Prepared by: TRC 12/16/2010

Depiction of Transmission and Telecommunications Easement and Access Easement



Legend

- - - Approximate Location of Transmission Corridor Center Line
- /// Easement Area - Approx. 2.5 ac
- Approximate Parcel Boundary

DATA SOURCES:
MAINE OFFICE OF GIS, TOWN OF PARKMAN

MAP COORDINATE SYSTEM:
NAD83 UTM ZONE 19N, U.S. SURVEY FEET

NOTES:
1. PARCEL BOUNDARY DERIVED FROM MUNICIPAL TAX MAPS. THIS MAP IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

**Blue Sky West
Wind Power Project**

Davis Property
Parkman - Tax Map 16 Lot 11-1
Piscataquis County, ME
Book 424, Page 535
Book 515, Page 466
Book 424, Page 289

Prepared by: TRC 12/16/2010

CONFIRMATORY WIND ENERGY EASEMENT

Recitals:

- A. The parties entered into a Wind Energy Easement dated as of October 1st, 2010 concerning the same subject matter as this Confirmatory Wind Energy Easement (the "Original Easement");
- B. The parties wish to confirm for purposes of recording the grant of the easement and related rights contained in the Original Easement;
- C. This Confirmatory Wind Energy Easement contains terms excerpted from the Original Easement, and is not intended in any way to amend or modify the terms of the Original Easement; and
- D. The parties wish to and do hereby enter into this Confirmatory Wind Energy Easement to so confirm the grant of the easement and the related rights contained in the Original Easement.

THIS CONFIRMATORY WIND ENERGY EASEMENT (this "Agreement") is made, dated and effective as of October 1, 2010 (the "Effective Date"), between **PLUM CREEK MAINE TIMBERLANDS, L.L.C.**, a Delaware limited liability company (together with its successors, assigns, "GRANTOR"), and **BLUE SKY WEST, LLC**, a Delaware limited liability company (together with its successors and assigns, "GRANTEE"). GRANTOR and GRANTEE are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties."

1. **Grant of Easement and Profits; Reservation . . .**

1.1 Grant. By way of confirmation as set forth above, and for good and valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, GRANTOR hereby grants and conveys to GRANTEE...subject to all encumbrances (as defined below of record) a non-exclusive easement for the purposes described below upon, over, across and under the surface and air rights of the real property of GRANTOR consisting of certain tracts of land situated in Somerset County, Maine, as described on **Exhibit "A"** attached hereto and incorporated herein (the "Property"), together with the right to all rents, credits and revenue derived from wind energy purposes upon, over and across the Property.

1.2 Reservation and Prior Grants. GRANTOR reserves to itself from the foregoing grant the right to enter the Property for any purpose whatsoever together with any and all rights in and to the Property that are not specifically conveyed to GRANTEE in this Agreement, including, without limitation, rights to timber and other agricultural operations, mineral exploration and development, water rights, recreation, and hunting. Except for the prohibition on interference with wind energy set forth in Section 8.2 below, nothing in this Agreement shall interfere or prevent GRANTOR from the quiet use and enjoyment of these

reserved rights. GRANTEE further acknowledges and agrees that this grant is subject to existing rights and privileges on or about the Property in favor of third parties and is therefore subject to the rights (express and implied) of all such third parties if and to the extent that such third parties and their respective rights are reflected of record in the land records of the county where the Property is located or are apparent from a visual inspection of the Property.

1.3 Release. Within twelve (12) months following the Operations Date... [as defined in the Original Easement], GRANTEE shall deliver to GRANTOR in recordable form a Quitclaim Deed With Covenant and Release (the "Deed and Release") conveying back and releasing to GRANTOR the GRANTEE's interest in all portions of the Property that are Released Property... [as defined in the Original Easement]. The Deed and Release shall include a surveyed plat and land description showing the Completed Site Development Area... [as defined in the Original Easement] (the "Completed Site and Development Plan") and shall require GRANTOR's signature in order to become effective. The Deed and Release shall covenant and warrant that, except as otherwise permitted by this Agreement, the interest being conveyed and released to GRANTOR is free of any liens or encumbrances placed on the Released Property by anyone other than GRANTOR. Once executed by GRANTOR, the Deed and Release and the Completed Site Development Plan will be recorded in the records of Somerset County, Maine at GRANTEE's expense within seven (7) days after it has been executed by GRANTOR....

2. **Purpose of Easement.**

2.1 Purpose Defined. The easement and grant of rents, credits and revenue created by this Agreement is solely and exclusively for wind energy purposes, and not for any other purpose, and GRANTEE shall have the exclusive right to use the Property for wind energy purposes and to derive all profits therefrom. For purposes of this Agreement, wind energy purposes means converting wind energy into electrical energy on the Property, and collecting and transmitting the electrical energy so converted, together with: (i) determining the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data, and extracting soil samples, (ii) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating on the Property: (A) wind turbines (including supporting towers and foundations) (collectively, "Wind Turbines"), (B) electrical distribution, collection, transmission and communications lines, electric transformers, telecommunications equipment, necessary for operation of Windpower Facilities, (C) power generation facilities to be operated in conjunction with Wind Turbine installations on the Property, (D) meteorological towers and wind measurement equipment, (E) control buildings, maintenance yards, and related facilities and equipment to be operated in connection with Wind Turbines on the Property (all of (A)-(E) above, including Wind Turbines, collectively "Windpower Facilities"). Activities undertaken by GRANTEE for wind energy purpose shall be referred to in this Agreement as "Development Activities."

2.2 Ingress and Egress For Wind Energy Purposes. The easement shall also include the right of ingress to and egress from Windpower Facilities located on the Property, over and across the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as GRANTEE may construct from time to time ("Access Rights"). GRANTEE'S rights and obligations with respect to Access Rights are further described in **Exhibit "B"** attached [to the Original Easement]...and incorporated herein by this reference as though fully set forth . . .

2.4 Option for Transmission Line Easement. GRANTOR hereby grants GRANTEE for a period of five (5) years, the non-exclusive option to acquire up to a 200 foot wide transmission line easement over and across real property owned by GRANTOR for the sole purpose of delivering electric power generated on the Property to commercial markets (the "Transmission Line Easement"). The consideration for the Transmission Line Easement shall be the sum ...[set forth in the Original Easement]. The Transmission Line Easement shall be on substantially the same terms and conditions as contained in the instrument attached...[to the Original Easement as Exhibit D].

3. **Term.**

3.1 Original Term. This Easement shall be for a term ("Original Term") commencing on the Effective Date and continuing until the sixth (6th) anniversary of the Effective Date provided that [the requirements for extension set forth more fully in the Original Easement have been satisfied] . . .

3.2 Extended Term. The Extended Term shall commence on the Operations Date [as defined in the Original Easement] and continue for a period of thirty (30) years thereafter . . . If requested by GRANTEE, GRANTOR shall execute and deliver a recording memorandum setting forth the commencement date of the Extended Term . . .

5. **Ownership of Windpower Facilities.**

GRANTOR shall have no ownership, lien, security or other interest in any Windpower Facilities installed on the Property, or any profits derived therefrom, and GRANTEE may remove any or all Windpower Facilities at any time. Except for the payments described in...[the Original Easement], GRANTOR shall not be entitled to any other payments or benefits accrued by or from the Wind Energy Project, including renewable energy credits, environmental credits, tax credits or grants . . .

7. **GRANTEE'S Representations, Warranties, and Covenants.** GRANTEE hereby represents, warrants, and covenants to GRANTOR that: . . .

7.5 Release, Indemnity, Defense.

(a) GRANTOR SHALL NOT BE LIABLE TO GRANTEE, OR TO GRANTEE'S AGENTS, DIRECTORS, OFFICERS, SERVANTS, EMPLOYEES, CONTRACTORS, INVITEES, CUSTOMERS, GUESTS OR LICENSEES AND GRANTEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR FROM AND AGAINST ANY AND ALL FINES, SUITS, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, LIABILITIES, ACTIONS, AND COSTS, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES (COLLECTIVELY "CLAIMS") SUSTAINED BY GRANTOR OR ANY THIRD PARTY ARISING IN ANY WAY, IN WHOLE OR IN PART, FROM GRANTEE'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY OR DEATH, DAMAGE TO PROPERTY AND ENVIRONMENTAL DAMAGE. GRANTEE'S OBLIGATIONS TO RELEASE, INDEMNIFY AND HOLD GRANTOR HARMLESS SHALL NOT INCLUDE THAT PORTION OF ANY CLAIM IF ARISING FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF GRANTOR.

(b) As to any claim made by GRANTOR hereunder, GRANTEE expressly waives any limitation of liability or immunity from suit with respect to injuries to employees of GRANTEE which may be extended to GRANTEE under any applicable Workers' Compensation statute, or similar law or judicial decision.

(c) GRANTEE agrees at GRANTEE's sole cost and expense to defend against any and all actions, suits or other proceedings that may be brought or instituted against GRANTOR on any claim or demand described in subparagraph (a) above and shall pay or satisfy any judgment or decree which may be rendered against GRANTOR in any such action, suit or legal proceeding or which may result therefrom. GRANTEE reserves at its option to have full control of any defense of such suits for which GRANTEE is obligated to indemnify GRANTOR pursuant to subparagraph (a) above and reserves at all times the right of choosing the attorney or attorneys, after consulting with GRANTOR, to perform the professional services involved in defending GRANTOR.

(d) To the extent that any of the obligations imposed by this Section 7 shall not be enforceable under applicable law, it is the intent of the parties that the provisions of this Section 7 shall be construed to impose only such obligations on GRANTEE and GRANTOR as shall be enforceable under applicable law. The indemnity provisions contained in Section 7.5 shall survive the termination of this Agreement.

(e) For purposes of this Section 7.5, GRANTOR shall mean: (i) GRANTOR and; (ii) GRANTOR's parent Plum Creek Timber Company, Inc.,-together with its subsidiaries, affiliates and related companies and their respective officers, directors, agents, partners, tenants, invitees, and contractors and employees.

7.6 Special Damages Release. GRANTOR SHALL NOT BE LIABLE TO GRANTEE AND GRANTEE AGREES TO WAIVE AND RELEASE GRANTOR FROM ANY CLAIM, LOSS OR LIABILITY FOR SPECIAL OR INCIDENTAL DAMAGES, LOSS OF USE, LOST PROFITS, PRODUCTION OR REVENUES OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF GRANTOR'S NEGLIGENCE OR FAULT (INCLUDING STRICT LIABILITY) ARISING OUT OF THIS AGREEMENT OR ANY BREACH THEREOF, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE . . .

8. **GRANTOR's Representations, Warranties, and Covenants.** GRANTOR hereby represents, warrants, and covenants as follows: . . .

8.2 Interference. GRANTOR's activities on the Property, and/or any grant of rights GRANTOR makes to any person or entity to use the Property shall not unreasonably interfere with: the construction, installation, maintenance, or operation of the Windpower Facilities located on the Property; or access over the Property to such Windpower Facilities. Without limiting the generality of the foregoing, (i) GRANTOR shall not unreasonably interfere with the wind speed or wind direction over the Property, whether by placing Wind Turbines, telecommunication towers or antennas or constructing buildings or other structures, or by engaging in any other activity on the Property that could be reasonably expected to cause a decrease in the output or efficiency of the Windpower Facilities located on the Property, or (ii) disturb the subsurface such that it could be reasonably expected to unreasonably interfere with the structural integrity of the Windpower Facilities located on the Property, whether by mining, drilling or otherwise. Provided further that for any structure placed within three thousand feet (3,000') feet of a Wind Turbine, by GRANTOR, GRANTOR for itself and any person or entity claiming the use or occupancy thereof by or through GRANTOR, waives and releases any claims for noise, vibration or electrical interference, interference with sunlight or intermittent shadow problems. For the purposes of this Agreement, any building or structure that GRANTOR installs within three thousand feet (3,000') of any Wind Turbine shall be deemed not to unreasonably interfere with the wind speed or wind direction over the Property or cause a decrease in the output of efficiency of the Windpower Facilities, provided that, the height of such structure from the base of any Wind Turbine on the Property is thirty feet (30') or less. It is specifically understood and agreed that nothing in this Agreement shall in any manner limit GRANTOR in its customary forestry activities, including planting, growing, harvesting and removing timber except as limited by the permits, approvals or other governmental approvals granted for the Wind Energy Project.

8.3 Title. To the knowledge of GRANTOR, there are no unrecorded liens, leases, mortgages, or deeds of trust (except as disclosed to GRANTEE in writing), that are not a matter of public record or discoverable through a reasonable inspection of the Property . . .

11. Mortgage Protection.

In the event that any mortgage, deed of trust or other security interest in this Agreement or in any Windpower Facilities is entered into by GRANTEE or any Assignee (an "Easement Mortgage"), then any parties who are mortgagees of an Easement Mortgage (an "Easement Mortgage") shall, for so long as its Easement Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 11, but only after GRANTOR has received written notice of the name and address of any such Easement Mortgagee from GRANTEE.

11.1 Easement Mortgagee's Right to Possession, Right to Acquire and Right to Assign. An Easement Mortgagee shall have the right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the easement estate by any lawful means; (iii) to take possession of and operate the Windpower Facilities or any portion thereof and to perform all obligations to be performed by GRANTEE hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire the easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the easement estate to a third party. GRANTOR's consent shall not be required for the acquisition of the encumbered easement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

11.2 Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by GRANTEE, GRANTOR shall give written Notice of Default to each Easement Mortgagee concurrently with delivery of such notice to GRANTEE. In the event GRANTOR gives an Easement Mortgagee a Notice of Default, the following provisions shall apply:

(a) A "Monetary Event of Default" means failure to pay when due any fee, payment, real property taxes, insurance premiums or other monetary obligation of GRANTEE under this Agreement. Any other Event of Default is a "Non-Monetary Event of Default."

(b) The Easement Mortgagee shall have the same period after receipt of Notice of Default to remedy the default, or cause the same to be remedied, as is given to GRANTEE after GRANTEE's receipt of Notice of Default plus, in each instance, the following additional time periods: (i) thirty (30) days, for a total of sixty (60) days after receipt of the Notice of Default in the event of any Monetary Event of Default; and (ii) thirty (30), for a total of ninety (90) days after receipt of the Notice of Default in the event of any Non-Monetary Event of Default, provided that such 90-day period shall be extended for the time reasonably required to complete such cure if cure can be completed but in no event for more than one hundred eighty (180) days dating from the Event of Default. The Easement Mortgagee shall have the right to substitute itself for the GRANTEE and perform the duties of GRANTEE hereunder for purposes of curing such defaults. GRANTOR expressly consents to such substitution, agrees to accept

such performance, and authorizes the Easement Mortgagee (or its employees, agents, representatives or contractors) upon advance written notice to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original GRANTEE hereunder. GRANTOR shall not terminate this Agreement prior to expiration of the cure periods available to an Easement Mortgagee as set forth above. *

(c) During any period of possession of the Property by an Easement Mortgagee (or a receiver requested by such Easement Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by an Easement Mortgagee, the Easement Mortgagee shall pay or cause to be paid the Operating Fees and all other monetary charges payable by GRANTEE hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of GRANTEE's easement estate by the Easement Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect provided that the Easement Mortgagee or party acquiring title to GRANTEE's easement estate shall as a precondition to acquiring the easement estate cure any Monterey Events of Default and commence and complete the cure of all Nonmonetary Events of Default within the time periods required by this Agreement. If an Easement Mortgagee (or its assignee) successfully cures the Event of Default within the time periods required by this Agreement, then GRANTOR's right to terminate this Agreement based upon such Event of Default shall be waived.

(d) Any Easement Mortgagee or other party who acquires GRANTEE's easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations and assume the liabilities imposed on GRANTEE by this Agreement regardless of the date upon which the obligation arose or the liability arose.

(e) Nothing herein shall be construed to extend this Agreement beyond its term or to require an Easement Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Easement Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

11.3 New Easement to Mortgagee. If this Agreement terminates because it is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, the GRANTOR, upon written request from any Easement Mortgagee within forty-five (45) days after such event, shall as reasonably necessary to confirm such Easement Mortgagee's rights, either ratify this Agreement or enter into a new easement for the Property, on the following terms and conditions:

(a) The term of the new easement shall commence on the date of foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this

Agreement, at the same rent and other payments and subject to all the same terms and conditions set forth in this Agreement.

(b) GRANTOR shall ratify this Agreement or execute the new easement, as applicable, within forty-five (45) days after receipt by GRANTOR of written notice of the Easement Mortgagee's election to either ratify this Agreement or enter a new easement, provided said Easement Mortgagee: (i) pays to GRANTOR all rent and other monetary charges then payable by GRANTEE under the terms of this Agreement, as if this Agreement had not been foreclosed, rejected or disaffirmed; (ii) performs all other obligations of GRANTEE under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Easement Mortgagee; and (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by GRANTEE and would have accrued under this Agreement up to the date of the ratification or commencement of the new easement. If GRANTOR records a memorandum of easement that references this subsection (b), then any ratification or new easement granted to the Easement Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by GRANTOR.

(c) The provisions of this Section 11 shall survive the rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by GRANTOR, GRANTEE and such Easement Mortgagee, and, from the effective date of such rejection or disaffirmance of this Agreement to the date of execution and delivery of such ratification or new easement, as applicable, such Easement Mortgagee may use and enjoy said Property without hindrance by GRANTOR or any person claiming by, through or under GRANTOR, provided that all of the conditions for a ratification or a new easement as set forth herein are complied with.

11.4 Easement Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists an unpaid Easement Mortgage, GRANTOR shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from GRANTEE prior to expiration of the term without the prior written consent of the Easement Mortgagee. This provision is for the express benefit of and shall be enforceable by such Easement Mortgagee.

11.5 No Merger. There shall be no merger of this Agreement, or of the easement estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including an Easement Mortgagee)

having an interest in this Agreement shall join in a written instrument effecting such merger and shall duly record the same.

12. Miscellaneous.

. . . 12.2 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon GRANTOR and GRANTEE and, to the extent provided in any Transfer under Section 9 . . . [of the Original Easement], any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to GRANTEE in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in the easement created hereunder or this Agreement and actually are exercising rights under such easement or this Agreement to the extent consistent with such interest . . .

The undersigned are recording this document to give record notice of the Original Easement and all interests, rights, easements, obligations and agreements contained therein, all of which are incorporated herein by reference. It is acknowledged that this Agreement contains excerpts from the Original Easement and is not a reproduction thereof, and as such certain provisions and agreements contained in the Original Easement are not contained herein. This Confirmatory Wind Energy Easement in no way modifies, alters or amends the terms of the Original Easement, which continues in full force and effect including without limitation those provisions and agreements that are not contained herein. The Original Easement is on file in the offices of GRANTEE, at 179 Lincoln Street, Suite 500, Boston, MA 02111.

IN WITNESS WHEREOF, GRANTOR and GRANTEE, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

[Intentional end of page. Signatures follow on separate signature pages.]

"GRANTOR"

Plum Creek Maine Timberlands, L.L.C.

By: *Rehad P. Hossain* **EOB**

Name: Rehad P. Hossain
General Manager, Energy & Natural Resources

Its: _____

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

The foregoing instrument was acknowledged before me this 16th day of April, 2013, by Rehad P. Hossain - G.M., authorized representative of Plum Creek Maine Timberlands, L.L.C.

Witness my hand and official seal.

Marlyn Minor
Notary Public
My commission expires: July 17th 2014



"GRANTEE"

Blue Sky West, LLC

By: ~~First Wind Maine Holdings, LLC~~ MAINE WIND HOLDINGS, LLC

Its: Member

By: [Signature]

Name: AARON MACQUEEN

Title: ASST. SECRETARY

STATE OF Massachusetts

COUNTY OF Suffolk

§
§
§

4-17, 2013

Personally appeared the above-named Aaron MacQueen,
Asst. Secretary of Maine Wind Holdings, LLC, member of Blue Sky West, LLC, as
aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free
act and deed of said limited liability company.

Before me,

[Signature]
Notary Public

Print Name of Notary: Jill Wynn DeRamos

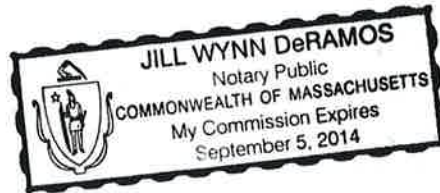


EXHIBIT "A"
Depiction of the Property
 (shown as the cross-hatched "Subject Property")

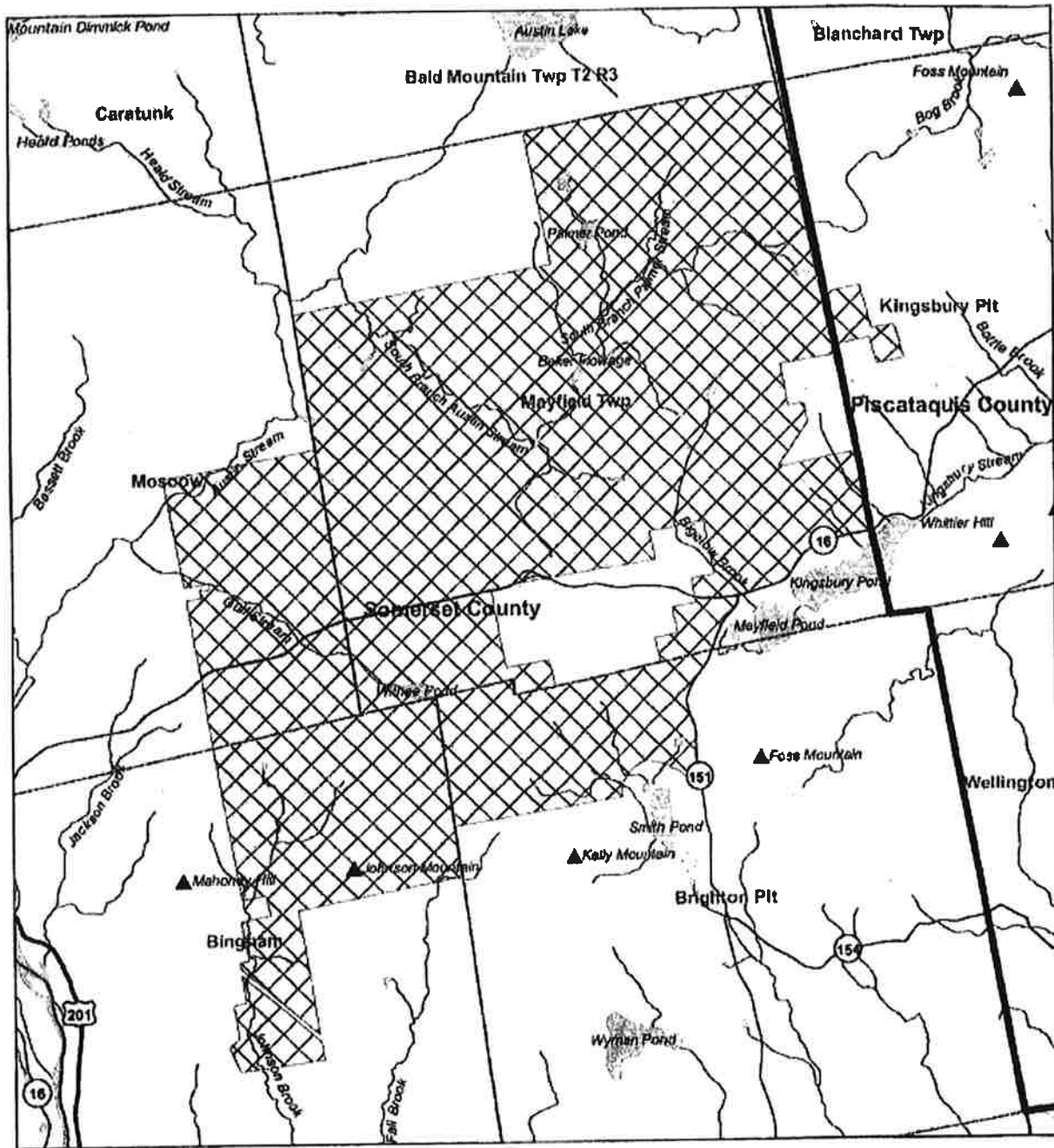









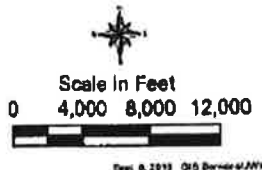


Exhibit A
Subject Property

Legend

- | | | | |
|---|------------------------|--|---------------|
|  | Subject Property |  | Interstate |
|  | Counties |  | US Highway |
|  | Townships |  | State Highway |
|  | River/Perennial Stream |  | Mountain Peak |
|  | Intermittent Stream | | |



GENERATOR LEAD EASEMENT AGREEMENT

THIS GENERATOR LEAD EASEMENT AGREEMENT (the “**Agreement**”) is by and between **Linkletter & Sons, Inc.**, a Maine corporation with a mailing address of PO Box 135, Athens, ME 04912 (“**Grantor**”) and **Blue Sky West II, LLC**, a Delaware limited liability company with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 (“**Grantee**”). Grantor and Grantee are each sometimes referred to as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Grantor is the owner of certain real property located in Kingsbury Plantation, Piscataquis County, Maine, generally depicted on Kingsbury Plantation Tax Map 4 as Lot 5 and Tax Map 1 as Lot 1 (the “**Land**”) and which is described in the deed recorded in Book 1288 Page 284 of the Piscataquis County Registry of Deeds (the “**Registry of Deeds**”), a copy of which is attached hereto as **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement.** Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the “**Transmission and Telecommunication Easement**”) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted by the shaded area marked “Generator Lead Corridor” on **Exhibits B-1 and B-2** both attached hereto (referred to hereinafter collectively as “**Exhibit B**”) (hereinafter, such corridor is referred to as the “**Easement Area**”). “**Transmission Facilities**” shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. “**Telecommunication Facilities**” shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along and within the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement.** Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "Access Easement") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, to, on, over, across and along the Land and on and over lands of third parties to the Land to the extent that Grantor has the right to grant rights and easements over the same, by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all

engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road in order to exercise the Access Easement, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress to and from and over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") to, on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry

of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension.** Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements; Final Location.** The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted areas subject to Easements are not materially different and impose no greater burden on the Land than the location or route of the areas subject to Easements generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of, and areas subject to, the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than one hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further

action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor.**

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements. The term “warranty covenants” with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 *et seq.* All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor’s knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor.** Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee’s facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee’s consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee’s sole discretion, from Grantee’s Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference.** Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land;

(iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection or maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default.** The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the easement rights granted to Grantee hereunder. These various security interests in all or a part of the easement rights granted hereunder are collectively referred to as a "Mortgage" and each holder of the Mortgage, is referred to as "Mortgagee." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a

precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and easements herein conveyed to Grantee hereunder (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors,

occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Linkletter & Sons, Inc.
Attn: Robert Linkletter
PO Box 135
Athens, ME 04912

Notice to Grantee: Blue Sky West II, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111
Attn: General Counsel

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this

Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time.** The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "Effective Date" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND
ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **Linkletter & Sons, Inc.** has caused this instrument to be executed by its duly authorized representative this 2 day of April, 2013.

Linkletter & Sons, Inc.

By: *Richard Linkletter*
Name: Richard Linkletter
Its: President

STATE OF MAINE
COUNTY OF Somerset

§
§

4-2, 2013

Personally appeared the above-named Richard Linkletter of Linkletter & Sons, Inc. and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

Before me,

Kathy M. York
Notary Public

Print Name of Notary: Kathy M. York

KATHY M. YORK
Notary Public, Maine
My Commission Expires May 25, 2019



SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, Blue Sky West II, LLC, has caused this instrument to be executed by its duly authorized representative this 7th day of April, 2013.

BLUE SKY WEST II, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: [Signature]
Name: MACQUEEN
Its: ASST. SECRETARY

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk

§
§
§
April 8, 2013

Personally appeared the above-named Adam P. MacQueen Assistant Secretary of Maine Wind Holdings, LLC, Member of Blue Sky West II, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

[Signature]
Notary Public

Print Name of Notary: Linne M. Taylor

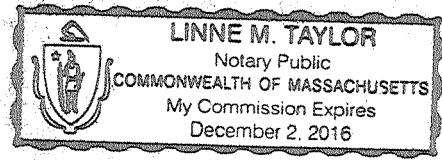


EXHIBIT A

Source Deed

Quitclaim Deed from John Hancock Life Insurance Company to Linkletter & Sons, Inc. dated November 28, 2000 and recorded in Piscataquis County Registry of Deeds in Book 1288 Page 284. (See attached copy of deed)

QUITCLAIM DEED
R.E. No. SA68 8811

THIS INDENTURE, made this 28th day of November, A.D., 2000, between JOHN HANCOCK LIFE INSURANCE COMPANY, formerly known as John Hancock Mutual Life Insurance Company, a corporation duly organized under the laws of the Commonwealth of Massachusetts and having its principal place of business at 200 Clarendon Street, Boston, Massachusetts 02117 (Grantor), and LINKLETTER & SONS, INC., a Maine corporation, having a mailing address of P. O. Box 135, Athens, Maine 04912 (Grantee),

WITNESSETH, That the Grantor, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it duly paid, the receipt and sufficiency whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does, for itself, its successors and assigns REMISE, RELEASE and forever QUITCLAIM and CONVEY unto the said Grantee, and to its successors and assigns, with quitclaim covenants, forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in and to all of the following described real property, together with the standing timber thereon (Premises) situate in the County of Piscataquis, and State of Maine, to wit:

(SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

The above-described Premises are hereby conveyed "as is," by the tract and not by the acre, the acreage not being guaranteed by the Grantor, and are also conveyed subject to encumbrances of record; current and subsequent taxes; leases or the rights of any tenants or lessees, parties in possession; all outstanding mineral rights or reservations, oil, gas or mineral leases; water districts, water rights; restrictions or reservations; roadways, rights-of-way, easements; any contracts purporting to limit or regulate the use, occupancy or enjoyment of said Premises; and all other matters which an accurate, current survey or inspection would show applicable to or affecting said Premises.

TO HAVE AND TO HOLD the above-described Premises, together with all and singular the hereditaments thereunto belonging unto the said Grantee, its successors and assigns; so that neither the said Grantor, nor any person in its name and behalf, shall or will hereafter claim or demand any right or title to the Premises or any part thereof, but they and every one of them shall, by these presents be excluded and forever barred.

IN WITNESS WHEREOF, on the day and year first-above written the Grantor has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Kevin J. McWilliams, an Assistant Treasurer of Hancock Natural Resource Group, Inc., its duly authorized Investment Manager duly authorized to act on its behalf by virtue of a resolution of its Board of Directors.

Signed, sealed and delivered
In the presence of:

JOHN HANCOCK LIFE INSURANCE COMPANY
By: Hancock Natural Resource Group, Inc.

Martha Lecaroz
Martha Lecaroz
Roseann Carbone
Roseann Carbone

by Kevin J. McWilliams
Kevin J. McWilliams Assistant Treasurer



COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK)



On this 28th day of November, 2000, before me, the undersigned, a Notary Public in and for the said Commonwealth, residing therein, duly commissioned and sworn, personally appeared Kevin J. McWilliams, to me personally known, who by me duly sworn, did say that he is an Assistant Treasurer of Hancock Natural Resource Group, Inc. and that the instrument was signed and sealed on behalf of said corporation in its capacity as the duly authorized investment manager of JOHN HANCOCK LIFE INSURANCE COMPANY whose corporate seal is affixed to the foregoing instrument by authority of its Board of Directors and as and for its free act and deed.

IT WITNESS WHEREOF, I hereunto set my hand and affix my official seal in said County on the day and year in this certificate first above written.

Deanna Garland
Deanna Garland Notary Public
My Commission expires: April 14, 2008



DE0522

-Gail Joeckel
Rudman + Winchell
P.O. Box 1401
Bangor 04402-1401

BK 1288 PG 285

EXHIBIT A

PLANTATION OF KINGSBURY

The following portions of the property located in Kingsbury, Piscataquis County, Maine described in the deed from Diamond Occidental Forest Inc. to John Hancock Mutual Life Insurance Company by deed dated October 7, 1993 and recorded in Book 914, Page 14 (hereinafter the "Hancock Deed"):

Parcel One: Lots No. nine and ten in range three. Reference may be had to Tract 2 described in the Hancock Deed.

Parcel Two: Those portions of Lots eight (8) and nine (9) in range four (4) lying northerly of Route 16. Reference may be had to Tract 3 described in the Hancock Deed.

Parcel Three:

Range 1. Lots eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen and eighteen.

Range 2. Lots twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen and twenty and that portion of Lot eleven as lies southerly of Mountain Road crossing said lot.

Range 3. Lots eleven, twelve, and thirteen, except ten square rods used as a cemetery as referred to in the deed of John W. Chamberlain to William S. Hilton dated October 28, 1882, recorded in Book 84, Page 370, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen and twenty.

Range 4. Lots ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty and twenty-one.

Range 5. Lots eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty and twenty-one and those portions of lots nine and ten north of Route 16.

Range 6. Lots eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty and twenty-one and that portion of lot ten north of Route 16.

Range 7. Lots eight, nine, ten, eleven, twelve and thirteen and that portion of lot seven north of Route 16.

Range 8. Lots nine, ten, eleven, twelve and thirteen and those portions of lots seven and eight north of Route 16.

Range 9. Lots nine, ten, eleven, twelve and thirteen and that portion of lot eight north of Route 16.

Range 10. Lots nine, ten, eleven, twelve and thirteen and that portion of lot eight north of Route 16.

Range 11. Lots nine, ten, eleven, twelve and thirteen and that portion of lot eight north of Route 16.

Range 12. Lots nine, ten, eleven, twelve and thirteen that part of lot eight which lies north of the New England Road and Route 16.

Range 13. Lots nine, ten, eleven, twelve and thirteen.

Range 14. Lots ten, eleven, twelve and thirteen.

Range 15. Lots eleven, twelve and thirteen.

Range 16. Lots eleven, twelve and thirteen.

Reference may be had to Tracts 4, 6, 8 and 11 described in the Hancock Deed.

Parcel Four:

1. Lot Number Eleven in the second range of lots in said Kingsbury according to survey of Eleazer Coburn, dated May 30, 1820, and recorded in Somerset Registry of deeds in Book 36 Page 570, excepting and reserving however all land and buildings on said lot west of the Mountain Road so-called, and being all and the same real estate deeded by Alice G. Whitney by her warranty deed dated June 8, 1921, and recorded in Book 200 Page 197.

1. Lot numbered eight in the second range of lots in said Kingsbury containing one hundred three acres more or less; also a small parcel of lot numbered nine in the second range in said Kingsbury, being about six and one-half acres, being that part of said lot lying southeast of the Perkins Road so-called, and being all and the same property deeded by James Hudson by his deed dated July 17, 1924, and recorded in Book 219 Page 348.

Reference may be had to Tract 7 described in the Hancock Deed.

The above described properties are conveyed together with perpetual, non-exclusive easements for vehicular and pedestrian access, ingress and egress over the roadways in Blanchard depicted on Exhibit B hereto for ingress and egress to and from the above described properties as were reserved by the Grantor in its deed to Great Eastern Timber Company, LLC dated January 27, 2000 recorded in Book 1243, Page 134, expressly subject to the terms and conditions affecting Grantor set forth in Exhibit D thereto.

Excepting and reserving from the above described properties those portions conveyed by the following deeds, and the above properties are conveyed subject to the rights granted therein:

- a. Quitclaim Deed dated October 28, 1996, from John Hancock Mutual Life Insurance Company to Charles McCaffrey and Ann McCaffrey recorded in Book 1061, Page 324; and
- b. Quitclaim Deed dated August 28, 1997, from John Hancock Mutual Life Insurance Company to Barbara E. Personette recorded in Book 1098, Page 308.

The above properties are further conveyed subject to the rights and easements described in the following deeds:

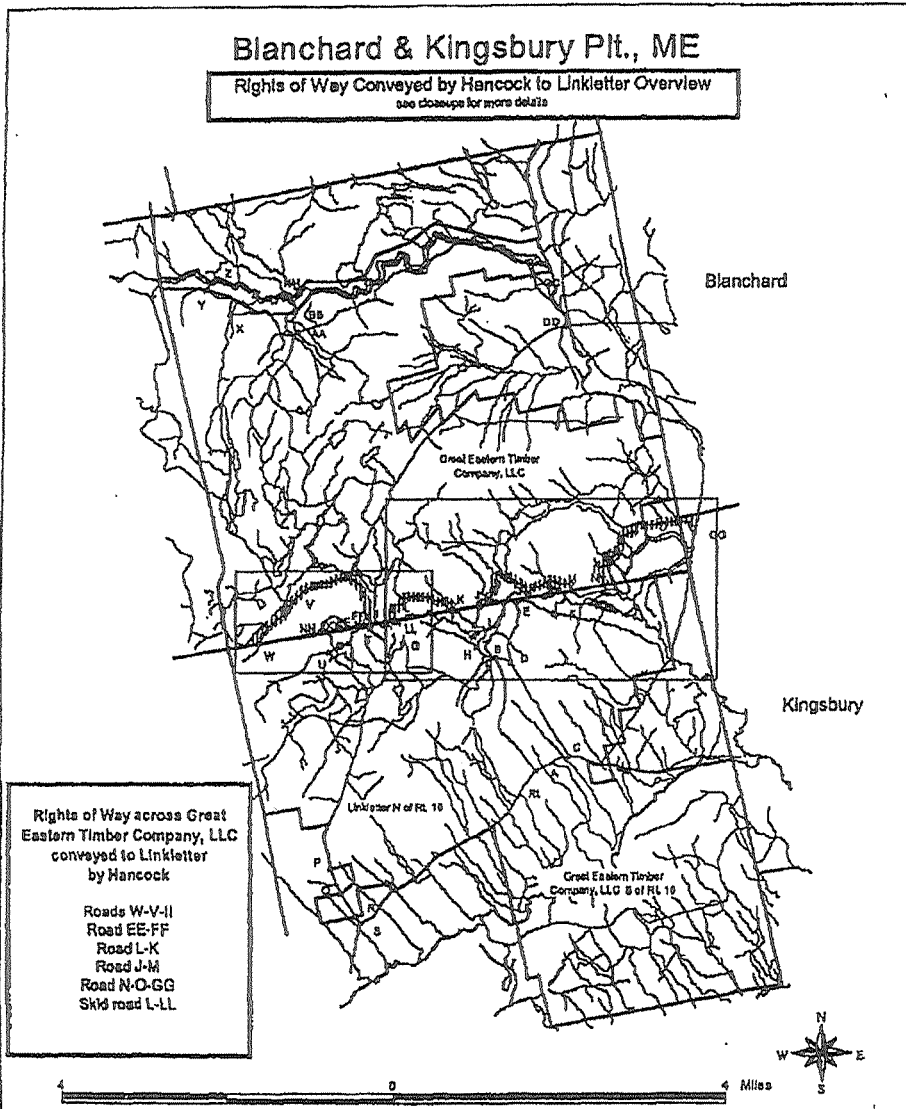
- a. Quitclaim Deed with Covenant dated October 8, 1992, from Diamond Occidental Forest Inc. to Ambrose G. McCarthy, Jr., recorded in Book 872, Page 88;
- b. Quitclaim Deed with Covenant dated May 13, 1993, from Diamond Occidental Forest Inc. to El Shaddai Enterprises, Inc. and Y.P.C. Forest Products, Inc., recorded in Book 894, Page 202;
- c. Quitclaim Deed from John Hancock Mutual Life Insurance Company to Great Eastern Timber Company LLC dated January 27, 2000 and recorded in Book 1243, Page 134; and
- d. Quitclaim Deed from John Hancock Life Insurance Company to Carrier Timberlands, LLC dated October 30, 2000 and recorded in Book 1285, Page 94.

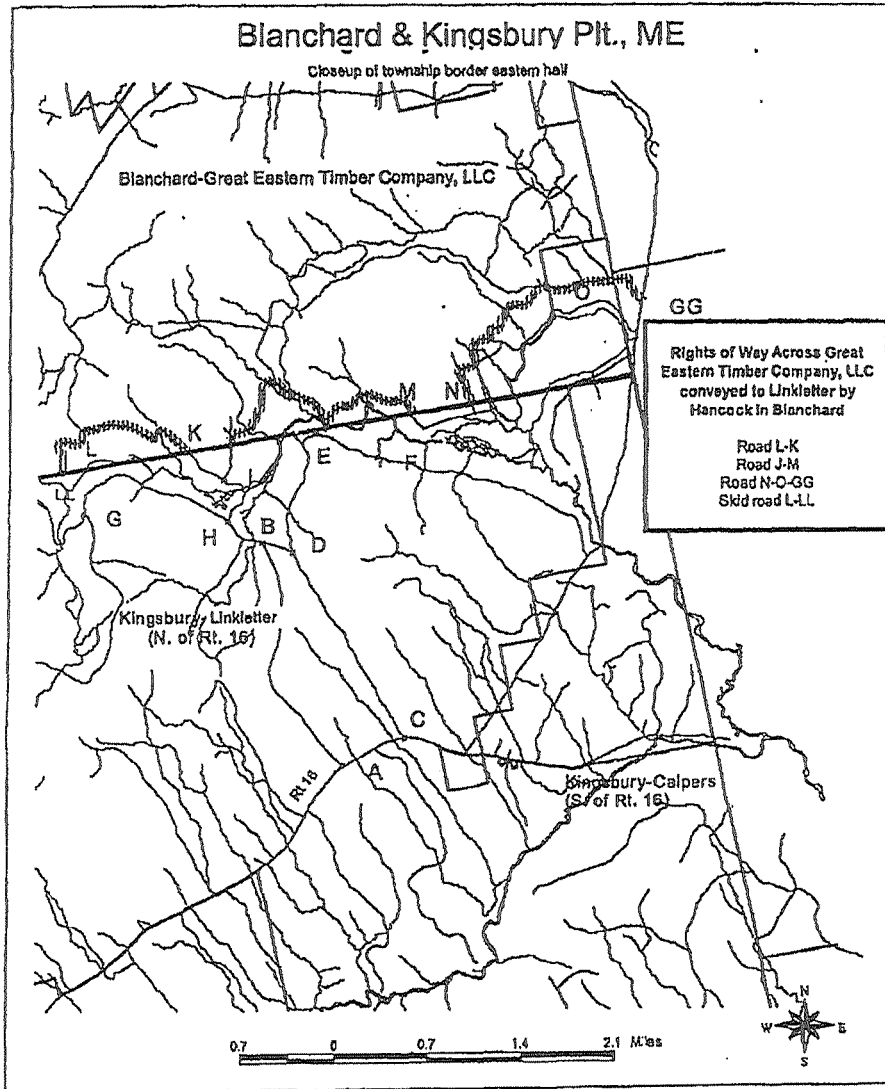
BEING a portion of the premises conveyed to Grantor by deed dated October 7, 1993, recorded with the Piscataquis County Registry of Deeds in Book 914, Page 14.

EXHIBIT B

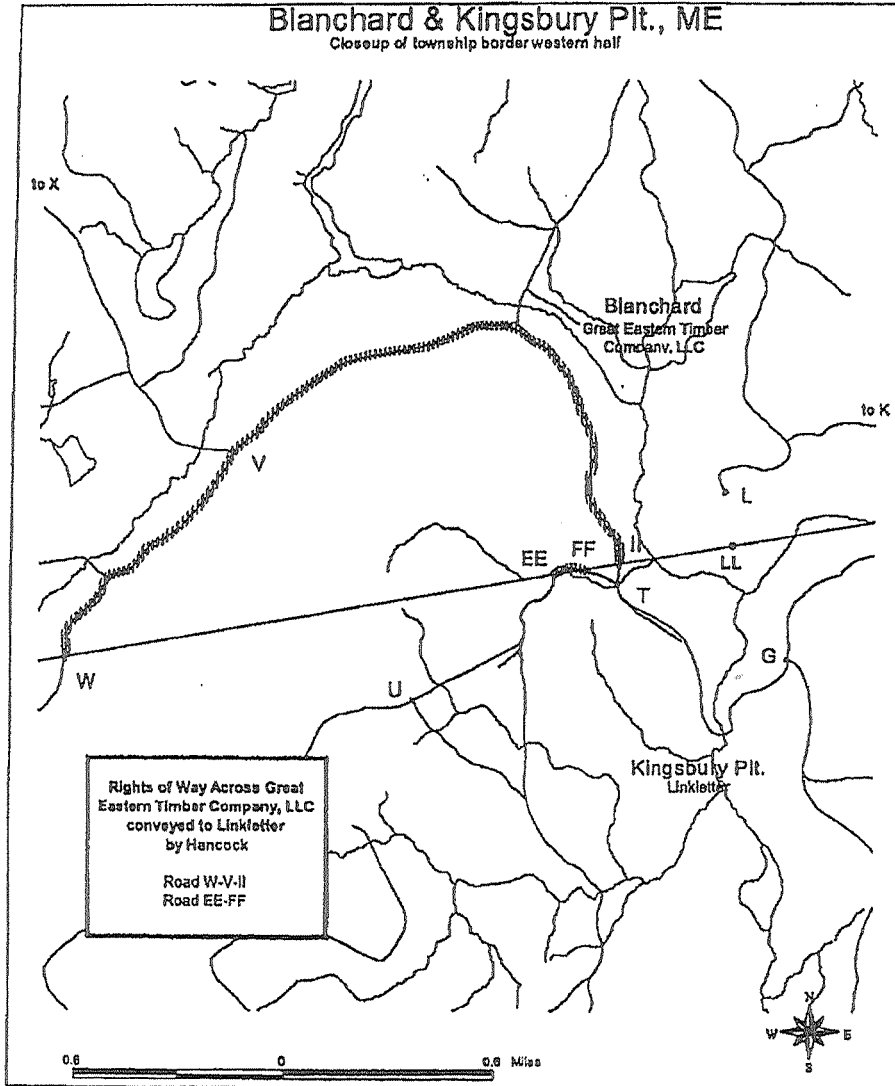
Blanchard & Kingsbury Plt., ME

Rights of Way Conveyed by Hancock to Linkletter Overview
see closeups for more details





EX 12886209



PISCATAQUIS, SS. REC'D
2008 DEC -1 AM 8:54
ATTEST
Linda M. Smith
REGISTER OF DEEDS

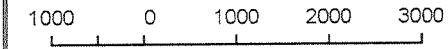
EXHIBIT B-1 AND EXHIBIT B-2

(See Attached Depiction(s) of Easement Area)

KINGSBURY PLT

Generator Lead Corridor
Area: 27 Acres +/-
Centerline length: 11,767' +/-

Now or Formerly
Linkletter & Sons, Inc.
Book 1288, Page 284
Kingsbury Plt
Map 1 Lot 1







US Survey Feet
Scale: 1" = 2,000'



EXHIBIT B-1

LEGEND

-  Generator Lead Centerline
-  Limits of 100' wide corridor
-  Approximate parcel boundary
-  State Highway

N



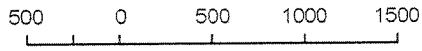
Project No. 10040.02
Date: Mar 28, 2013
Projection: UTM, Zone 19
Datum: NAD 83

KINGSBURY PLT

Generator Lead Corridor
Area: 10 Acres +/-
Centerline length: 4,562' +/-

Now or Formerly
Linkletter & Sons, Inc.
Book 1288, Page 284
Kingsbury Plt
Map 4 Lot 5

16







US Survey Feet
Scale: 1" = 1,000'



EXHIBIT B-2

LEGEND

-  Generator Lead Centerline
-  Limits of 100' wide corridor
-  Approximate parcel boundary
-  State Highway

N



Project No. 10040.02
Date: Mar 28, 2013
Projection: UTM, Zone 19
Datum: NAD 83

MEMORANDUM OF AMENDED AND RESTATED LEASE

PARTIES TO LEASE:

LESSOR

Linkletter & Sons, Inc.
Its successors and assigns
P.O. Box 135 Athens, ME 04912

LESSEE

Blue Sky West, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

PREMISES:

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

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE: Lease shall be for an initial term of twenty seven (27) years and shall commence on April 10, 2009, which the Parties agrees is the Effective Date of the Lease.

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

RIGHTS UPON SALE: Should the Lessor, at any time during the term of this Lease, decide to sell all or any part of the Property to a purchaser other than the Lessee, such sale shall be under and subject to this lease and the Lessee's rights hereunder, and any sale by the Lessor of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the Lessee in and to such right-of-way.

NON-INTERFERENCE Lessee shall have the exclusive right to convert all of the wind resources of the Property. Lessor's activities and any grant of rights Lessor makes to any third party, whether located on the Property or elsewhere, shall not, now or in the future, interfere in any way with Lessee's exercise of any rights granted under this Agreement. Lessor shall not interfere with the wind speed or wind direction over the Property by engaging in any activity on the Property that might cause a decrease in the output or efficiency of any WTG, including any WTGs located on land adjoining the Property. Lessor must consult with and obtain Lessee's prior written approval as to the location of all structures measuring in height greater than one quarter of the WTG tower height, and within a radius of 20 rotor diameters from any WTG, whether located on or off the Property.

DATED at Athens, Maine this
2 day of April, 2013.

Linkletter & Sons, Inc.
By: [Signature]
Name: Richard Linkletter
Its President

STATE OF MAINE)
COUNTY OF Somerset) ss.: April 2, 2013

Personally appeared the above-named Richard Linkletter,
President of Linkletter & Sons, Inc., as aforesaid, and acknowledged
the foregoing instrument to be his/her free act and deed and the free act and deed of said
corporation.

Before me,

[Signature]
Notary Public

KATHY M. YORK
Notary Public, Maine
My Commission Expires May 25, 2019



**EXHIBIT A
TO
MEMORANDUM OF AMENDED AND RESTATED LEASE**

Quitclaim Deed from John Hancock Life Insurance Company to Linkletter & Sons, Inc. dated November 28, 2000 and recorded in Piscataquis County Registry of Deeds in Book 1288 Page 284.

GENERATOR LEAD EASEMENT AGREEMENT

THIS GENERATOR LEAD EASEMENT AGREEMENT (the "**Agreement**") is by and between **Linkletter Timberlands, LLC**, a Maine limited liability company with a mailing address of PO Box 135, Athens, ME 04912 ("**Grantor**") and **Blue Sky West II, LLC**, a Delaware limited liability company with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of certain real property located in Kingsbury Plantation and the Town of Parkman, Piscataquis County, Maine, generally depicted on Kingsbury Plantation Tax Map 1 as Lot 4 and Town of Parkman Tax Map Map 13 as Lot 15 (the "**Land**") and which is described in the deed recorded in Book 1387, Page 187 in the Piscataquis County Registry of Deeds (the "**Registry of Deeds**"), a copy of which is attached hereto as **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement.** Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted by the shaded area marked "Generator Lead Corridor" on **Exhibits B-1 and B-2** both attached hereto (referred to hereinafter collectively as "**Exhibit B**") (hereinafter, such corridor is referred to as the "Easement Area"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along and within the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement.** Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the “**Access Easement**”) for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, to, on, over, across and along the Land and on and over lands of third parties to the Land to the extent that Grantor has the right to grant rights and easements over the same, by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all

engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road in order to exercise the Access Easement, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress to and from and over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") to, on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry

of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension.** Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements; Final Location.** The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted areas subject to Easements are not materially different and impose no greater burden on the Land than the location or route of the areas subject to Easements generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of, and areas subject to, the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than one hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further

action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor.**

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements. The term “warranty covenants” with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 *et seq.* All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor’s knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor.** Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee’s consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee’s sole discretion, from Grantee’s Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference.** Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land;

(iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default.** The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the easement rights granted to Grantee hereunder. These various security interests in all or a part of the easement rights granted hereunder are collectively referred to as a "Mortgage" and each holder of the Mortgage, is referred to as "Mortgagee." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a

precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and easements herein conveyed to Grantee hereunder (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors,

occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Linkletter Timberlands, LLC
Attn: Robert Linkletter
PO Box 135
Athens, ME 04912

Notice to Grantee: Blue Sky West II, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111
Attn: General Counsel

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this

Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time.** The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "Effective Date" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND
ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Linkletter Timberlands, LLC has caused this instrument to be executed by its duly authorized representative this 2 day of April, 2013.

Linkletter Timberlands, LLC

By: [Signature]
Name: Robert Linkletter
Its: member

STATE OF MAINE
COUNTY OF Somerset

§
§ 4, 2, 2013

Personally appeared the above-named Robert Linkletter of Linkletter Timberlands, LLC and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

[Signature]
Notary Public

Print Name of Notary: Kathy M. York

KATHY M. YORK
Notary Public, Maine
My Commission Expires May 25, 2019



SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, Blue Sky West II, LLC, has caused this instrument to be executed by its duly authorized representative this 24 day of April, 2013.

BLUE SKY WEST II, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: [Signature]
Name: MACQUEEN
Its: ASST. SECRETARY

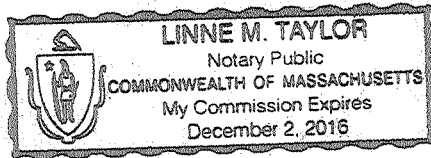
COMMONWEALTH OF MASSACHUSETTS §
COUNTY OF Suffolk §

Personally appeared the above-named Aaron P. MacQueen Asset Sec of Maine Wind Holdings, LLC, Member of Blue Sky West II, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

[Signature]
Kathy M. York
Notary Public

Print Name of Notary: Kathy M. York



~~KATHY M. YORK~~
~~Notary Public, Maine~~
~~My Commission Expires May 25, 2019~~

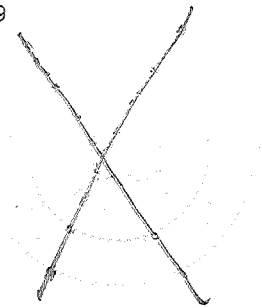


EXHIBIT A

Source Deed

Quitclaim Deed from Great Eastern Timber Company LLC to Linkletter Timberlands, LLC dated May 13, 2002 and recorded in Piscataquis County Registry of Deeds in Book 1387 Page 187. (See attached copy of deed).

003365

BK 1387 PG 187

QUITCLAIM DEED

R.E. No. GETC GC19(BM-14)

THIS INDENTURE, made the 17th day of May, 2002, between GREAT EASTERN TIMBER COMPANY LLC, a Delaware limited liability company having its principal place of business at c/o Hancock Natural Resource Group, Inc., 98 High Street, 26th Floor, Boston, Massachusetts 02110-2320, GRANTOR, and LINKLETTER TIMBERLANDS, LLC, a Maine limited liability company with a place of business in P. O. Box 136, Athens, Maine 04912, GRANTEE,

WITNESSETH, That the Grantor, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration to it duly paid, the receipt and sufficiency whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does, for itself, its successors and assigns, REMISE, RELEASE and forever QUITCLAIM and CONVEY unto the said Grantee, and to its successors and assigns, forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in and to all of the following-described real property, together with the standing timber thereon, (Premises) situate in the County of Piscataquis, and State of Maine, to wit:

(SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

ME REAL ESTATE TRANSFER TAX PAID

The above-described Premises are hereby conveyed "as is," by the tract and not by the acre, the acreage not being guaranteed by the Grantor, and are also conveyed subject to encumbrances of record; current and subsequent taxes; leases or the rights of any tenants or lessees, parties in possession; all outstanding mineral rights or reservations, oil, gas or mineral leases; water districts, water rights; restrictions or reservations, roadways, rights-of-way, easements; any contracts purporting to limit or regulate the use, occupancy or enjoyment of said Premises, and all other matters which an accurate, current survey or inspection would show applicable to or affecting said Premises.

TO HAVE AND TO HOLD the above-described Premises, together with all and singular the hereditaments thereunto belonging unto the said Grantee, its successors and assigns; so that neither the said Grantor, nor any person in its name and behalf, shall or will hereafter claim or demand any right or title to the said Premises or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, on the day and year first-above written, the Grantor has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Kevin J. McWilliams, the Assistant Treasurer of Hancock Natural Resource Group, Inc., its Manager.

Signed, sealed and delivered

In the presence of:
Jennifer Tansey
Janis Dellerocco

GREAT EASTERN TIMBER COMPANY LLC
By: Hancock Natural Resource Group, Inc.,
its Manager
by Kevin J. McWilliams
Name: Kevin J. McWilliams
Its: Assistant Treasurer



COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK

On this 17th day of April, 2002, before me, the undersigned, a Notary Public in and for said Commonwealth, residing therein, duly commissioned and sworn, personally appeared Kevin J. McWilliams, to me personally known, who by me duly sworn, did say on oath that he is the Assistant Treasurer of Hancock Natural Resource Group, Inc., the Manager of GREAT EASTERN TIMBER COMPANY LLC, and that said instrument was signed and sealed on behalf of GREAT EASTERN TIMBER COMPANY LLC by said Hancock Natural Resource Group, Inc., and as the free act and deed of said GREAT EASTERN TIMBER COMPANY LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County on the day and year in this certificate first above written.

Susan Bury
Susan Bury Notary Public
In and for said Commonwealth (Seal)
My Commission expires January 28, 2007

N.P. SEAL

L:\MORTGAGE\Lawman\deeds\SMA0213.DOC

Richard W. Winchell
P.O. Box 1401
Bangor 04402-1401

EXHIBIT A

ABBOT

The subject property is described in deed from Gullford Manufacturing Company to The Penobscot Development Company, dated May 1, 1918 and recorded in the Piscataquis County Registry of Deeds in Book 193, Page 337. The subject property is described in the aforesaid deed as follows:

The following described land situated in Abbot, in the County of Piscataquis, State of Maine, and bounded and described as follows:

"Lot nine, range one, lot nine, range two and lot nine, range three in said Abbot. Being the same described in a deed from Bowdoin College to this grantor by deed dated March 18, 1912, and recorded in said Registry, Vol. 176, Page 411."

PLANTATION OF KINGSBURY

SO MUCH OF THE FOLLOWING TRACTS AS LIES SOUTHERLY OF ROUTE 16:

Tract 1

Range 7. Those portions of Lots two, three, four, five, six, and seven as lie east of the following described line, the point of beginning of said line being located as follows, to wit: Commencing at a wooden post and stones located on the north side of the lower Kingsbury Road and on the east line of Lot 2 Range 6; thence north 6E east by and along a blazed line for a distance of 22.40 chains to a wooden post and stones; thence north 84E east 12 chains to the point of beginning of said line, which point is marked by a wooden post and stones. Thence from said point of beginning the line runs on a bearing of north 6E east at a distance of 13,134 feet to a stake and stones set on the southerly side of the right of way of State Highway Number 16. Said stake and stones are located at the ending point of a traverse line which commences at the northeast corner of Lot 9 Range 4 and runs as follows: South 6E west 74.2 feet, south 7E west 147.3 feet, south 4E west 139.85 feet, south 5E west 70.1 feet, north 62E east 1225.2 feet, north 68E east 306.4 feet, north 79E east 1287.0 feet, north 78E east 825.3 feet, north 79E east 1495.2 feet, north 77E east 1066.2 feet and north 73E east 253.85 feet to said stake and stones.

Range 8. Lots one, two, three, four, five, six, seven, and eight.

Range 9. Lots one, two, three, four, five, six, seven, and eight.

Range 10. Lots one, two, three, four, five, six, seven, and eight.

Range 11. Lots one, two, three, four, five, six, seven, and eight

Range 12. Lots one, two, three, four, five, six, seven, and part of lot eight which lies north of the New England road, excepting and reserving from lot eight any portion thereof described in the deed from David McKenney et al to Richard J. Finnerty et al dated April 10, 1981 and recorded in Book 508, Page 252.

Range 13. Lots one, two, three, four, five, six, seven, and eight, excepting however a cottage lot conveyed to Frank Bennett and another by Raymond W. Davis and Charles L. Adams by deed dated August 25, 1933 and recorded in Piscataquis Registry of Deeds Vol. 276, Page 119.

Range 14. Lots one, two, three, four, five, six, seven, and eight.

Range 15. Lots one, two, three, four, five, six, and seven.

Range 16. Lots one, two, three, four, five, six, and seven.

Range 17. Lots one, two, three, four, five, six, and seven.

"Also all right, title and interest in and to the Public Lots in said Kingsbury. Reference may be had to the deed from the State of Maine to John W. Hinch, Samuel H. Boardman, Horace A. Bennett and Clara A. Brown, dated April 3, 1905, and recorded in Piscataquis Registry of Deeds in Book 147, Page 488.

Meaning and intending to convey, and there is hereby conveyed whether or not specifically described herein, all of the Grantor's right, title and interest in and to any lands in Kingsbury Plantation, Maine as lies southerly of Route 16.

PARKMAN

The subject property is described in deed from Guilford Manufacturing Company to Penobscot Development Company, dated May 1, 1918 and recorded in the Piscataquis County Registry of Deeds in Book 193, Page 337. The subject property is described in the aforesaid deed as follows:

"Also the following described land in the town of Parkman in said County of Piscataquis. All of the north half of lot eighteen, range six, which lies south of Piscataquis River, excepting and reserving the land and buildings now occupied by Samuel Bourco. Also one island in Piscataquis River, being the same conveyed to Wm. Leonard by deed recorded in said Registry, Vol. 71, Page 194.

Also the north half of lot nineteen in range six; also lots twenty, twenty-one and twenty-two in said range six, and lots twenty-one and twenty-two in range five, and the north half of lot twenty, range five, excepting so much as lies south of Carleton Stream. Same

BK 1387 PG 190

conveyed to this grantor by Frank H. Drummond by deed dated January 31, 1908, and recorded in said Registry, Vol. 160, Page 383."

The property in Parkman is conveyed subject to a thirty-three foot (33) wide easement for ingress and egress across Lots 18 and 19, Range 6, Parkman, over an existing road conveyed by Diamond International Corporation to Stephen W. Merrill, dated July 1, 1977, and recorded in the Piscataquis County Registry of Deeds in Book 516, Page 347.

The above premises are conveyed subject to those easements and rights of way noted in Exhibit B, attached hereto and made a part hereof.

BK 1387 PG 191

EXHIBIT B

KINGSBURY:

1. Non-exclusive right of way for ingress and egress to cottage lots in the Town of Kingsbury reserved in deed from Lois Alberta Hilton to Diamond International Corporation, dated December 5, 1968, and recorded in Book 375, Page 311.
2. Rights of way conveyed by Diamond Occidental Forest, Inc. by deed recorded in Book 866, Page 169, Book 867, Page 28, Book 867, Page 31, Book 869, Page 98, Book 872, Page 88, Book 884, Page 283, Book 884, Page 286, Book 866, Page 315, Book 894, Page 198, and Book 894, Page 202, and as shown on the plans of Kingsbury Pond recorded in Map Files K32, K43, and K60.
3. Rights of way conveyed by John Hancock Mutual Life Insurance Company to Charles McCaffrey and Ann McCaffrey by deed dated October 28, 1996, recorded in Book 1061, Page 324.
4. Rights of way conveyed by John Hancock Mutual Life Insurance Company to Barbara E. Personette by deed dated August 28, 1997, recorded in Book 1098, Page 308.

PARKMAN:

5. Thirty-three foot (33') wide easement for ingress and egress across Lots 18 and 19, Range 6, Parkman, over an existing road conveyed by Diamond International Corporation to Stephen W. Merrill, dated July 1, 1977, and recorded in the Piscataquis County Registry of Deeds in Book 516, Page 347.

PISCATAQUIS, SS. REC'D

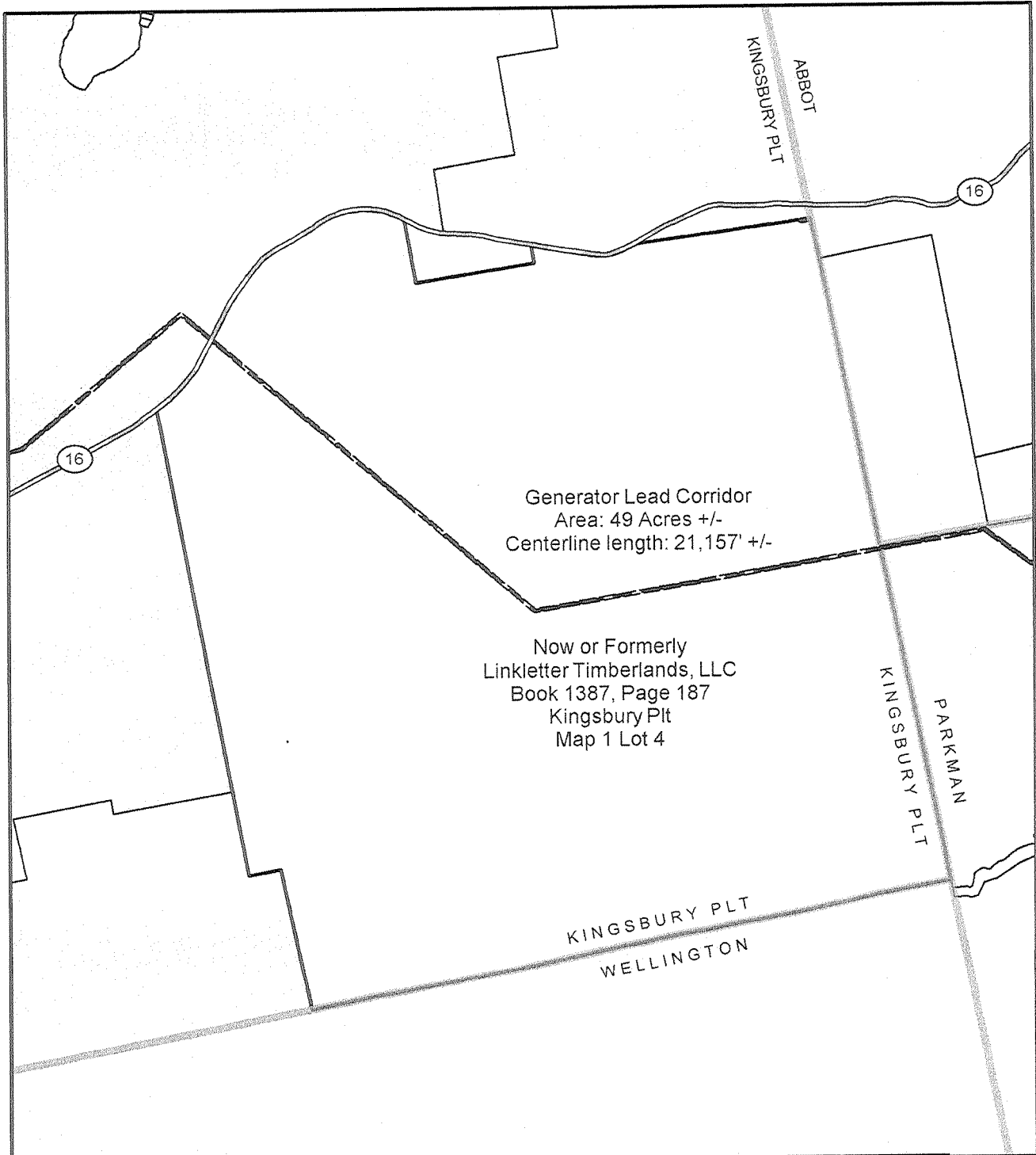
2002 MAY 14 PM 2:31

ATTEST

Linda M. Smith
REGISTER OF DEEDS

EXHIBIT B-1 AND EXHIBIT B-2

(See Attached Depiction(s) of Easement Area)







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US Survey Feet
Scale: 1" = 4,000'



EXHIBIT B-2

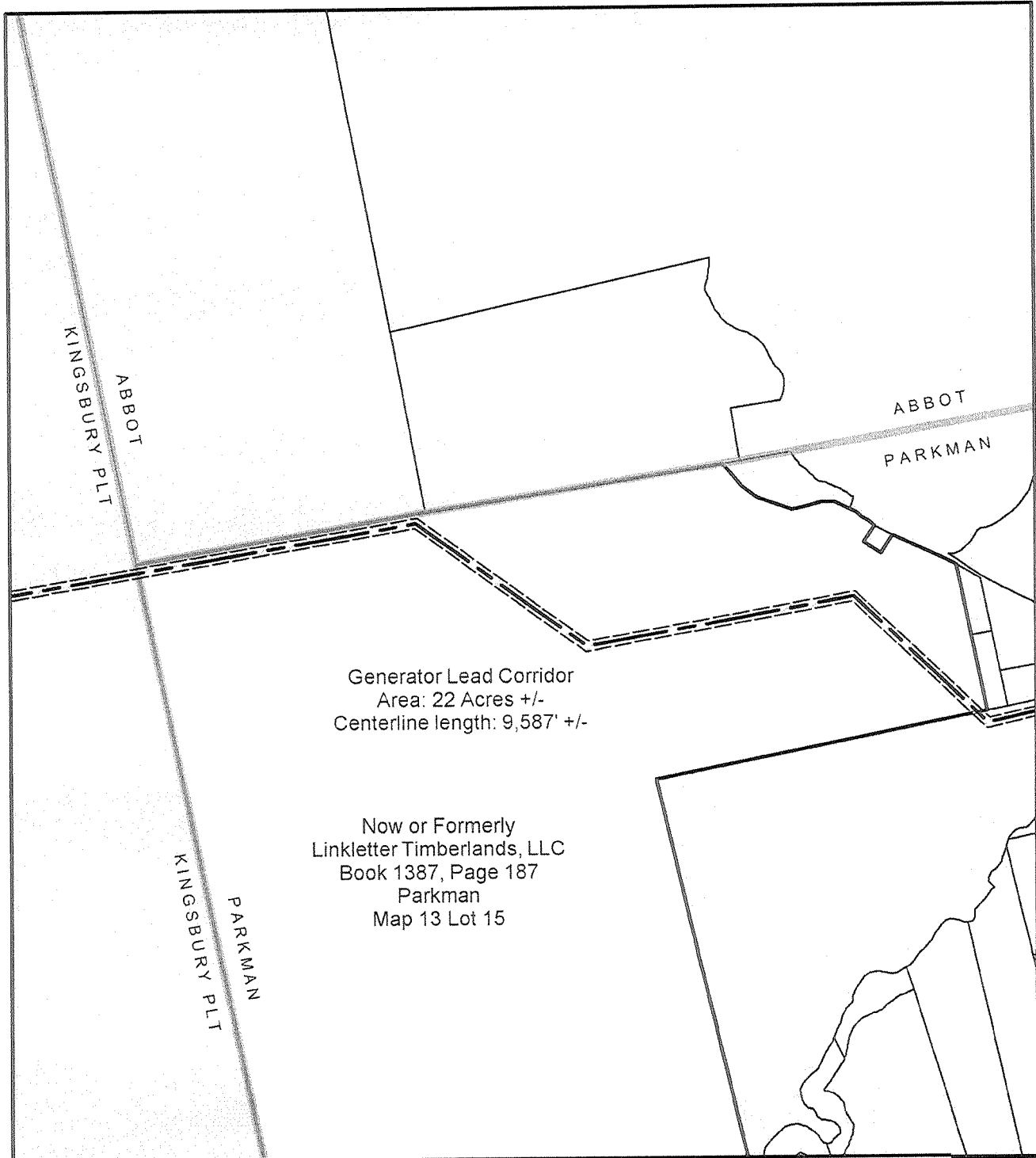
LEGEND

-  Generator Lead Centerline
-  Limits of 100' wide corridor
-  Approximate parcel boundary
-  State Highway

N



Project No. 10040.02
Date: Mar 28, 2013
Projection: UTM, Zone 19
Datum: NAD 83



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US Survey Feet





Scale: 1" = 1,500'



CLEAN ENERGY. MADE HERE.

EXHIBIT B-1

LEGEND

-  Generator Lead Centerline
-  Limits of 100' wide corridor
-  Approximate parcel boundary
-  State Highway

N



PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE



Project No. 10040.02
Date: Mar 28, 2013
Projection: UTM, Zone 19
Datum: NAD 83