TURBINE EASEMENT AGREEMENT AND RELEASE

AGREEMENT made this 7 day of January 2013 between **Western Maine Realty, LLC,** a Maine Limited Liability Company with a mailing address of 549 South Street, Quincy, MA 02169, (hereinafter referred to as "Grantor") and **Canton Mountain Wind, LLC**, a Massachusetts Limited Liability Company of 549 South Street, Quincy, MA 02169 (hereinafter referred to as "Owner") in regard to the Canton Mountain Wind Project, a proposed commercial wind power generation facility on Canton Mountain in the Town of Canton, Maine (hereinafter referred to as the Wind Facility"), which the Owner may control under one or more leases as more specifically described below.

WHEREAS, the Owner intends to develop, construct, own and operate the proposed Wind Facility and the Grantor owns property in the vicinity of the proposed Wind Facility on land along Canton Mountain Road in the Town of Canton, Maine that is generally described in a deed to Grantor recorded in the Oxford East Registry of Deeds in Book 4857, Page 263 (the "Property"); and

WHEREAS, The Grantor and Owner wish to memorialize their agreement with respect to the effects of any proximity of the Owner's Property to the proposed Wind Facility in the event that Owner constructs and operates the proposed Wind Facility in future;

NOW, THEREFORE, for $1.00 and other good and valuable consideration paid, the parties do hereby agree as follows:

1. **Easement Rights.** The Grantor hereby grants to Owner and its successors and assigns in perpetuity (unless terminated as provided herein below), the following rights, privileges, and easements in, on, over and to the Property:

   A. Sound Wave Easement: Owner shall have the perpetual right and easement to generate and maintain on and above the Property audible wind turbine noise levels, air turbulence, sound wave emissions (including but not limited to infrasound), disturbance, or emanations of any kind or nature that are created in the ordinary course of operations or maintenance of Owner's Wind Facility.

   B. Light and Shadow Easement: Owner shall have the perpetual right and easement to create on and above the Property shadow, light, or so-called "flicker" light effect that may be created in the ordinary course of operations or maintenance of Owner's Wind Facility. Owner shall further have the right to have Wind Facility lighting effects (including but not limited to any aircraft-avoidance lights which may be required of the Wind Facility by Federal Aviation Administration regulations) enter the Property of Grantor.

   C. Appurtenance; Benefits and Burdens; Real Covenants; Assignability. The rights and covenants set forth herein, including the release of claims and agreement to indemnify and hold harmless, are intended as real covenants

that shall run with the land, the benefits of which shall run with the leasehold interest of Owner in and to the site of the Wind Facility under one or more leases, notice(s) of which are recorded in the Oxford County (East) Registry of Deeds in Book 4417, Page 221; Book 4417, Page 229; Book 4591, Page 144; Book 4541, Page 166; and Book 4650, Page 319 as the same may be amended and/or restated from time to time. The burden of the easement and rights hereby granted shall run with the Property and shall pass automatically to successor owners of the Property. This Easement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the parties hereto. While the benefit of the easement and rights hereby granted is appurtenant to and shall benefit the leasehold interest of Grantee in and to the site of the Wind Facility, the rights hereunder shall further be held in gross by Grantee and may, at the option of Grantee be transferred in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee, it being the specific intent of the parties that such benefit may be transferred to any successors or assignees of Grantee that own or operate the Wind Facility, as it may be modified, divided or expanded from time to time.

2. **Release of claims**. In further consideration of this Agreement, the Grantor agrees to the following:

   A. Grantor does hereby release Owner from any and all claims, demands, or causes of action arising from or related to their proximity to the Wind Facility either now or in the future. Grantor acknowledges that it has been fully and fairly compensated for any and all claims of damages or harm (including diminished property value) related to the foregoing and Grantor, for itself, its successors and assigns, hereby releases Owner, its successors and assigns and any operating entities claiming by, through or under any of them, all of whom are expressly intended as beneficiaries of this release, from and for any and all claims, demands, causes of action, losses, liabilities, costs and expenses arising in any way out of emissions or emanations or other manners of disturbance or nuisance associated with the Wind Facility, including, without limitation, claims or causes of action relating to public or private nuisance.

   B. The Grantor shall not bring or participate in legal action against Owner (whether directly or through a regulatory authority) regarding the operations of the Wind Facility, including but not limited to claims arising from or related to sound or disturbance, nuisance, infrasound and/or flicker (nor any related diminution in property value alleged as a result thereof) that is generated by normal operation and/or maintenance of the Wind Facility.

   C. Grantor, its successors and assigns shall indemnify and hold harmless Owner and its successors and assigns for and from and against any and all claims, demands, causes of action, losses, liabilities, costs and expenses (including

reasonable attorney fees) that may be threatened against and/or suffered or incurred by Owner arising out of or related to: i) Grantor's breach hereof; or ii) claims arising in any way out of or otherwise related to any noise, light, shadow or other emissions or emanations or other manners of disturbance associated with the Wind Facility, including, without limitation, claims or causes of action relating to public or private nuisance that arise by through or under Grantor and/or agents or other parties under the control of Grantor or any other persons claiming by, through, or under Grantor, its successors and assigns, including tenants, sub-tenants, and/or other operating entities and/or their respective employees.

D. **THIS RELEASE IS INTENDED TO ACT AS A COMPLETE WAIVER AND RELEASE TO THE MAXIMUM EXTENT PERMITTED BY LAW AS TO THE SUBJECT MATTER HEREOF**.

3. **Termination**. In the event that Owner does not complete construction of the Wind Facility by the date which is ten (10) years from the date of the recording hereof, this Agreement shall automatically terminate without further notice, and all rights and obligations hereunder shall be fully released. Grantor may record an affidavit under oath that the foregoing condition has occurred, shall send a copy thereof to Owner upon recording at Owner's last known address, and in the event that Owner shall not record evidence contesting the facts of Grantor's affidavit within thirty (30) days of Grantor's recorded affidavit, it shall be conclusive evidence of the termination hereof. Owner may release or terminate this Agreement unilaterally at any time by recording a release of the rights herein running to Grantor or its successor, a copy of which shall be mailed to Grantor at Grantor's last known address upon recording thereof by Owner, and upon recording of such a release by Owner, this Agreement shall terminate without further notice, and all rights and obligations hereunder shall be fully released.

4. **Miscellaneous**. This instrument shall be governed by and construed in accordance with the laws of the State of Maine. Owner 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 Owner hereunder.

IN WITNESS WHEREOF, the said parties hereto set their hands and seals to this instrument on the day first written above.

(Signature Page to Follow)

GRANTOR

Western Maine Realty, LLC

By: Jay Cashman, its Manager

Date: 1/9/2013

Address:

549 South Street

Quincy, MA 02169

OWNER

Canton Mountain Wind, LLC

By: Jay Cashman, its Manager

Date: 1/9/2013

Address:

549 South Street

Quincy, MA 02169

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

On this 9 day of January, 2013, before me, the undersigned notary public, personally appeared Jay Cashman, as Manager of Western Maine Realty, LLC [corporation], proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as owner of the Property.

DIANE C WILLIAMS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 11, 2013

Notary Public
My Commission Expires: 10/11/2013

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

On this 9 day of January, 2013, before me, the undersigned notary public, personally appeared Jay Cashman, as Manager of Canton Mountain Wind, LLC [corporation], proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Manager of said [corporation].

DIANE C WILLIAMS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 11, 2013

Notary Public
My Commission Expires: 10/11/2013